City of Arvada
City Council Agenda

JANUARY 8, 2024
CITY COUNCIL CHAMBERS
Regular Business

Info: 720-898-7550

Councilmembers:
Lauren Simpson, Mayor
Randy Moorman, Mayor Pro-Tem
Shawna Ambrose, District 2
Sharon Davis, At large
Lisa Feret, At large
Bob Fifer, District 4
John Marriott, District 3

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

CITY COUNCIL MEETING – CITY COUNCIL CHAMBERS
6:00 PM

1. Call to Order - 6:00 PM

2. Moment of Reflection and Pledge of Allegiance - Councilmember Ambrose

3. Roll Call of Councilmembers

4. Approval of Minutes
   A. December 18, 2023 City Council Meeting

5. Recognitions and Communications
   A. Proclamation for National Radon Action Month - Presented by Councilmember Feret

6. Presentations - None

7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit

8. New Business
   A. Consent Agenda
      1. R24-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for all Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2024
      2. R24-002, A Resolution Authorizing an Agreement by and between the City of Arvada and Garney Companies, Inc., for the Ralston 3.5MG Tank Baffling Project No. 23-WA-10, in an Amount Not to Exceed $628,000.

3. R24-003, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $950,000.00 to Senergy Petroleum, LLC for the Purchase of Fuel Used in City Vehicles and Equipment

4. R24-004, A Resolution Authorizing the Acceptance of a Donation in the Amount of $443,541 from Pools for Kids, Inc. to the Meyers' Pool Replacement Facility

B. Resolutions

1. R24-005, A Resolution Authorizing Acceptance of the Triennial Determination for the Continuation of the Rocky Flats Stewardship Council (February 2024-2027) (Presenter: Laura Hemler)

2. R24-006, A Resolution Approving an Intergovernmental Agreement Between the City of Arvada and the Colorado Department of Local Affairs Division of Housing to Support Homelessness Services (Presenter: Carrie Espinosa)

3. R24-007, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the U.S. Department of Housing and Urban Development for Community Development Block Grant ("CDBG") Funding in the Amount of $423,831 (Presenter: Carrie Espinosa)

C. Ordinances (First Reading)

1. CB24-001, An Ordinance Amending Various Provisions of Arvada's Land Development Code Pertaining to Floodplain Regulation (Public Hearing to be set for February 12, 2024 at 6:15 p.m.)

9. Other

10. Public Hearings - 6:15 PM

A. Ratification and Approval of CP2023-0008 A resolution by the Planning Commission for the City of Arvada, Colorado to amend the 2014 Arvada Comprehensive Plan Land Use designation pertaining to Canyon Pines, Triangle Property (Annexation No.1) from Jefferson County Rural Residential to City of Arvada Low Density Residential, A Parcel Of Land Approximately Located At 52 Canyon Pines Drive in the County of Jefferson and State Of Colorado (Presenter: Rob Smetana)

B. R24-008, A resolution setting forth certain findings of fact and conclusions as to the annexation of certain land into the city of Arvada, Colorado, Canyon Pines, Triangle property (Annexation No.1), a parcel of land generally located at 52 Canyon Pines Drive (Presenter: Rob Smetana)

C. CB23-030, An Ordinance Annexing Certain Land into the City of Arvada for Canyon Pines, Triangle Property (Annexation No. 1), A Parcel of Land Approximately Located at 52 Canyon Pines Drive in the County of Jefferson and State of Colorado (Ordinance No. 4863) (Presenter: Rob Smetana)

D. CB23-031, An Ordinance Rezoning Certain Land Within the City of Arvada, From Jefferson County A-1 (Agricultural-One) to City of Arvada PUD (Planned Unit Development) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Approximately Located at 52 Canyon Pines Drive, also Known As Canyon Pines, Triangle Property (Annexation No. 1) (Ordinance No. 4864) (Presenter: Rob Smetana)

E. Ratification and Approval of CP2023-0009 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend The 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Canyon Pines, Debrouillarde (Annexation No. 2) From Jefferson County Rural Residential to City of Arvada Low Density Residential and Public/Quasi-Public, a Parcel of Land Approximately Located at 52 Canyon Pines Drive in the County of Jefferson and State of Colorado (Presenter: Rob Smetana)

F. R24-009, A Resolution setting forth certain findings of fact and conclusions as to the annexation of certain land into the City of Arvada, Colorado, Canyon Pines, Debrouillarde Pump Station (Annexation No. 2), a parcel of land generally located at 52 Canyon Pines Drive (Presenter: Rob Smetana)

G. CB23-032, An Ordinance Annexing Certain Land into the City of Arvada for Canyon Pines,

Arvada's Debrouillarde Pump Station (Annexation No. 2) Approximately Located at 52 Canyon Pines Drive in the County of Jefferson and State of Colorado (Ordinance No. 4865) (Presenter: Rob Smetana)

H. CB23-033, An Ordinance Rezoning Certain Land Within the City of Arvada, From Jefferson County A-2 (Agricultural-Two) to City of Arvada PUD (Planned Unit Development) and OS (Open Space) and Amending the Official Zoning Maps of the City of Arvada,Colorado, Approximately Located at 52 Canyon Pines Drive, Also Known as Canyon Pines, Arvada's Debrouillarde Pump Station(Annexation No. 2) (Ordinance No. 4866) (Presenter: Rob Smetana)

I. Canyon Pines Filing No. 1 PUD Development Plan Amendment & Canyon Pines Filing No. 2, PUD Development Plan (Rob Smetana)

J. Public Hearing on a Substantial Amendment of the Consolidated Strategy and Plan Submission for Housing and Community Development Programs 2020-2024

1. R24-010, A Resolution Approving the Submission of a Substantial Amendment to the 2020-2024 Consolidated Strategy Plan Submission for Housing and Community Development Programs (Presenter: Carrie Espinosa)

11. Public Comment - Five Minute Limit

12. Reports from City Council

A. Council Committee Reports

13. Reports from City Manager

A. Review of Future Workshops and Presentations

14. Reports from City Attorney

15. Adjournment

SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD DECEMBER 18, 2023

1. Call to Order - 6:25 p.m.

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

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

2. Moment of Reflection and Pledge of Allegiance

3. Roll Call of Councilmembers

   Those Present: Mayor Lauren Simpson, Mayor Pro Tem Randy Moorman, Councilmember Sharon Davis, Councilmember Lisa Feret, Councilmember Bob Fifer, Councilmember John Marriott

   Councilmember Moorman moved to excuse Councilmember Ambrose from the meeting.

   The following votes were cast on the Motion:
   Those voting Yes: Simpson, Moorman, Davis, Feret, Fifer, Marriott
   Those Absent: Ambrose
   The Motion was Approved

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

4. Approval of Minutes – November 27, 2023, and December 4, 2023

   The minutes stand approved.

5. Recognition and Communication – None

6. Presentations – None

7. Public Comment –
   A. Sam Greenberg provided an update on behalf of Congresswoman Brittany Petterson.
   B. Nate Bernstein, Arvada resident, addressed council regarding Wolf Park.
   C. Lynn Clemens, Arvada resident, addressed council regarding 5950 Warehouse Development.

D. Judy Dain, Arvada resident, addressed council regarding 5950 Warehouse Development.
E. Anne Laffoon, Arvada resident, addressed council regarding 5950 Warehouse Development.

8. New Business

A. Consent Agenda

1. R23-114 A Resolution Adopting the City of Arvada's 2024 Legislative Agenda
2. R23-115 A Resolution Authorizing a Crossing Agreement by and between the City of Arvada and the Farmers' High Line Canal And Reservoir Company for Trail along Alkire Street between 78th Avenue and 80th Avenue
3. R23-116 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michelle Weaver Appointing Her as a Municipal Court Relief Judge for 2024
4. R23-117 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Barbara S. Henk Appointing Her as a Municipal Court Relief Judge for 2024
5. R23-118 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Charles W. Tingle Appointing Him as a Municipal Court Relief Judge for 2024
6. R23-119 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michael S. Matassa Appointing Him as a Municipal Court Relief Judge for 2024
7. R23-120 A Resolution Sunsetting The Golf Advisory Committee And Assigning The Golf Advisory Committee's Duties To The Parks Advisory Committee

Councilmember Fifer moved that R23-120, A Resolution Sunsetting The Golf Advisory Committee And Assigning The Golf Advisory Committee's Duties To The Parks Advisory Committee, be removed from the consent agenda.

The following votes were cast on the Motion:
Those voting Yes: Simpson, Moorman, Davis, Feret, Fifer, Marriott
Those Absent: Ambrose
The Motion was Approved

Councilmember Feret moved that R23-114, A Resolution Adopting the City of Arvada's 2024 Legislative Agenda; R23-115, A Resolution Authorizing a Crossing Agreement by and between the City of Arvada and the Farmers' High Line Canal And Reservoir Company for Trail along Alkire Street between 78th Avenue and 80th Avenue; R23-116, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michelle Weaver Appointing Her as a Municipal Court Relief Judge for 2024; R23-117, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Barbara S. Henk Appointing Her as a Municipal Court Relief Judge for 2024; R23-118, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Charles W. Tingle Appointing Him as a Municipal Court Relief Judge for 2024; R23-119, A Resolution Authorizing an Employment Agreement Between the

City of Arvada and Michael S. Matassa Appointing Him as a Municipal Court Relief Judge for 2024, be approved.

The following votes were cast on the Motion:
Those voting Yes: Simpson, Moorman, Davis, Feret, Fifer, Marriott
Those Absent: Ambrose
The Motion was Approved

B. Resolutions –

1. R23-120 A Resolution Sunsetting The Golf Advisory Committee And Assigning The Golf Advisory Committee's Duties To The Parks Advisory Committee, be approved.

Enessa Janes, Director of Vibrant Community and Neighborhoods, reviewed this resolution with council.

Public Comment: Hank Hraaksma
Denise Van Huele

Councilmember Fifer moved that R23-120, A Resolution Sunsetting The Golf Advisory Committee And Assigning The Golf Advisory Committee's Duties To The Parks Advisory Committee, be approved.

Councilmember Marriott offered a Friendly Amendment to Councilmember Fifer's motion and moved that R23-120, A Resolution Sunsetting The Golf Advisory Committee And Assigning The Golf Advisory Committee's Duties To The Parks Advisory Committee and to expand the Parks Advisory Committee by up to two members of the existing Golf Advisory Committee to be appointed by council immediately with the remaining Golf Advisory Committee members to be given priority for future Parks Advisory Committee memberships.

Councilmember Fifer accepted Councilmember Marriott's Friendly Amendment.

The following votes were cast on the Motion:
Those voting Yes: Simpson, Moorman, Davis, Fifer, Marriott
Those voting No: Feret
Those Absent: Ambrose
The Motion was Approved

C. Ordinances (First Reading) – None

9. Other –

A. Swearing-in of Judge Weaver

Kathryn Kurtz, Presiding Judge, swore in Michelle Weaver as a relief judge.

10. Public Hearings –

A. CB23-029, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2023 (Ordinance No. 4862) (Presenter: Bryan Archer, Director of Finance)

Mayor Simpson opened the public hearing on CB23-029

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

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

Councilmember Feret moved that CB23-029 An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2023, be approved on final reading, numbered 4862 and ordered published by title only.

The following votes were cast on the Motion:
Those voting Yes: Simpson, Moorman, Davis, Feret, Fifer, Marriott
Those Absent: Ambrose
The Motion was Approved

11. Workshop
A. 2023 Community Survey

Rachael Kuroiwa, Director of Communications and Engagement, reviewed this workshop with council and said that since 2022, Probolsky Research has been conducting the annual Community Survey on behalf of the City of Arvada. The opportunity to participate in the Community Survey was advertised to all residents of Arvada through The Arvada Report, Arvada Channel 8/880, social media, ArvadaCO.gov, Speak Up Arvada, print flyers and in person outreach. Probolsky Research also conducted outreach targeted at hard-to-reach or underrepresented groups throughout the survey period.

Alyce Basil, Senior Research Analyst, presented the Community Survey methodology and key findings. Key findings are that residents rate the quality of life in Arvada as high, but there is room for improvement. Key concerns are infrastructure, the pace of growth, and homelessness.

Next Steps: The full survey results will be available to City Council in advance of their strategic planning retreat in early 2024. The City team will also use these results in strategic planning and communication with internal teams and residents.

11. Public Comment - Five Minute Limit –
A. Daniel Mondragon, Arvada resident, addressed council regarding the Community Survey

12. City Council Reports –
A. Councilmember Marriott discussed the missed opportunity to lower the mill levy in the city.

B. Councilmember Fifer thanked everyone for a great year.

C. Councilmember Feret thanked everyone for supporting her maternity leave.

D. Councilmember Feret thanked everyone for a great year.

E. Mayor Pro Tem Moorman thanked everyone for a great year.

F. Mayor Simpson wished everyone Happy Holidays and thanked everyone for a great year.

G. Councilmember Davis wished everyone Happy Holidays and thanked everyone for a great year.

13. City Manager Reports –
A. Lorie Gillis, City Manager, reviewed future workshops with council, wished everyone Happy Holidays and thanked everyone for a great year.

14. City Attorney Reports –
A. Nora Steenson, Acting City Attorney, wished everyone Happy Holidays and thanked everyone for a great year.

15. Adjournment at 7:55 p.m.

_____
Lauren Simpson, Mayor

SEAL:

_____
Kristen R. Rush, City Clerk

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 5.A.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: Proclamation for National Radon Action Month - Presented by Councilmember Feret

Report in Brief

City Council will declare the month of January, 2024 as National Radon Action Month.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator	12/18/2023
Laura Hemler, Assistant City Attorney	12/18/2023

Approved by:

Rachel Morris, City Attorney	12/22/2023
Nora Steenson, Deputy City Attorney	12/26/2023
Brad Moloney, Deputy City Attorney	12/26/2023
Linda Haley, Deputy City Manager	12/27/2023
Lorie Gillis, City Manager	12/28/2023

Enclosure, exhibits & attachments required to support the report

WHEREAS, radon is a naturally occurring, invisible, odorless, radioactive gas that threatens the health of our citizens and their families; and

WHEREAS, radon is the second leading cause of lung cancer and leading cause among non-smokers in the U.S.; and

WHEREAS, the Colorado Rocky Mountain Region has been ranked Zone 1, an area with the highest radon potential possible by the U.S. Environmental Protection Agency; and

WHEREAS, recent residential radon testing has shown that more than half of Jefferson County homes tested are at or above the U.S. Environmental Protection Agency Radon Action Level of 4.0 pCi/L (picocuries per liter of air); and

WHEREAS, testing for radon is easy and inexpensive and identified radon problems can be fixed; and

WHEREAS, Jefferson County Public Health, the Colorado Department of Public Health and Environment, the U.S. Environmental Protection Agency, and the American Lung Association are supporting efforts to encourage Americans to test their homes for radon, have elevated levels of radon reduced, and have new homes built with radon-resistant features.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado, that January 1-31, 2024 be proclaimed as Official National Radon Action Month in Arvada, Colorado.

Dated this 8th day of January, 2024

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Lisa Feret, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 8.A.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: Consent Agenda

Report in Brief

1. R24-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for all Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2024

2. R24-002, A Resolution Authorizing an Agreement by and between the City of Arvada and Garney Companies, Inc., for the Ralston 3.5MG Tank Baffling Project No. 23-WA-10, in an Amount Not to Exceed $628,000.

3. R24-003, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $950,000.00 to Senergy Petroleum, LLC for the Purchase of Fuel Used in City Vehicles and Equipment

4. R24-004, A Resolution Authorizing the Acceptance of a Donation in the Amount of $443,541 from Pools for Kids, Inc. to the Meyers' Pool Replacement Facility

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

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 8.A.1.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: R24-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for all Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2024

Report in Brief

The Colorado Open Meetings Act requires that each year, the Council designate the public place for posting of meeting notices.

The Arvada team recommends that the City Council approve R24-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for all Boards, Commissions, and Committees of the City Council of the City of Arvada for the year 2024.

Financial Impact

There is no fiscal impact.

Background

C.R.S. § 24-6-402(2)(c) requires the designation of an official posting location for notice of public meetings.

Discussion

C.R.S. § 24-6-402(2)(c) requires that the Council designate a public place for the posting of notices for public meetings on a local public body's public website.

The resolution presented for the Council's consideration designates the City's website as the official public place for the posting of meetings for all Boards, Commissions, and Committees of the Arvada City Council for the year 2024.

Agendas for all Boards, Commissions and Committees are also posted on the City's website.

C.R.S. § 24-6-402(2)(c)(III), full and timely notice is considered to be given when such notice is posted no less than twenty-four hours before the meeting on a local public body's public website. The City may also post a courtesy copy on the City's bulletin board located on the first floor of the Police Department lobby, between the double doors of the Arvada Municipal Building at 8101 Ralston Road in Arvada, Colorado.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended actions align with the Organizational and Service Effectiveness Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve R24-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for All Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2024.

Suggested Motion:

I move that R24-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for All Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2024, be (approved) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Gail Walker, Legal Specialist-Contracts	12/20/2023
Linda Haley, Deputy City Manager	12/20/2023
Rachel Morris, City Attorney	12/20/2023
Nora Steenson, Deputy City Attorney	12/20/2023
Lorie Gillis, City Manager	12/21/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. 24-001

A RESOLUTION DESIGNATING A PUBLIC PLACE FOR THE POSTING OF NOTICE OF MEETINGS FOR ALL BOARDS, COMMISSIONS, AND COMMITTEES OF THE CITY COUNCIL OF THE CITY OF ARVADA FOR THE YEAR 2024

WHEREAS, pursuant to C.R.S. § 24-6-402(2)(c), any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public; and

WHEREAS, the public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year; and

WHEREAS, pursuant to C.R.S. § 24-6-402(2)(c)(III), full and timely notice is considered to be given when such notice is posted no less than twenty-four hours prior to the meeting on a local public body's public website; and

WHEREAS the City of Arvada now wishes to designate its public website as the official designated location for its meeting notices.

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

Section 1. The City's public website is hereby designated as the official posting place for the posting of meetings for all Boards, Commissions, and Committees of the Arvada City Council for the year 2024. The City may also make such postings available on the City's bulletin board located on the first floor of the Police Department lobby, between the double doors of the Arvada Municipal Building at 8101 Ralston Road in Arvada, Colorado.

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

APPROVED AND ADOPTED this 8th day of January, 2024.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 8.A.2.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: R24-002, A Resolution Authorizing an Agreement by and between the City of Arvada and Garney Companies, Inc., for the Ralston 3.5MG Tank Baffling Project No. 23-WA-10, in an Amount Not to Exceed $628,000.

Report in Brief

The attached resolution authorizes an agreement with Garney Companies for an amount not to exceed $628,000. This project involves the installation of a baffling system into the 3.5 million gallon clear well tank at the Ralston Water Treatment Plant (RWTP). There are currently two tanks at the RWTP that are used to provide chlorine contact time (CT) required for disinfection. The 2.5 million gallon tank was identified as being at the end of its useful life. The baffle installation will allow for the single 3.5 million gallon tank to meet regulatory requirements for disinfection without use of the 2.5 million gallon tank.

The Arvada team recommends that the City Council approve R24-002, A Resolution Authorizing an Agreement by and between the City of Arvada and Garney Companies, Inc for the Ralston 3.5MG Tank Baffling Project No. 23-WA-10, in an Amount Not to Exceed $628,000.

Financial Impact

CIP Project: WTP Maint. & Repairs, CIP Project No. 97577
Financial Impact: $628,000
This is a one-time request for Project Construction costs.
Funding Source: UT Water Capital Projects (41)
Type: CIP

Background

The Storage Tank Master Plan project performed by HDR Engineering has identified that the 2.5 million gallon clear well tank at the RWTP is at the end of its useful life. This tank cannot currently be taken offline because it is needed in conjunction with the 3.5 million gallon tank to provide adequate chlorine contact time for disinfection during peak water production conditions. The baffling of the 3.5 million gallon tank will allow the 3.5 million gallon tank to provide disinfection without use of the 2.5 million gallon tank. Staff plan to continue to use the 2.5 million gallon tank as long as it is safe to do so. By proactively installing the baffling, there will be no interruption in service to the City's water customers when the 2.5 million gallon tank becomes unsafe to use. This baffling project will provide for continuing service at the written Level of Service goals for water treatment quantity, quality, and meeting regulatory requirements.

Discussion

Bids for this project were opened at 2:00 p.m. on November 20th, 2023. A total of two (2) bids were received. The bids are summarized here as follows.

	Contractor	Bid Amount
1	Garney Companies	$628,000

2	Aslan Construction Inc.	$783,925

The lowest qualified bidder was Garney Companies, and they successfully showed that they are qualified to complete this work. The completion time frame of the project is dependent on the material lead times. The work is expected to be completed by December 2024.

Funds for this project are available in CIP project: 97577

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

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

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

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council Approve R24-002, A Resolution Authorizing an Agreement by and between the City of Arvada and Garney Companies, Inc for the Ralston 3.5MG Tank Baffling Project No. 23-WA-10, in an Amount Not to Exceed $628,000.

Suggested Motion:

I move that R24-002, A Resolution Authorizing an Agreement by and between the City of Arvada and Garney Companies, Inc for the Ralston 3.5MG Tank Baffling Project No. 23-WA-10, in an Amount Not to Exceed $628,000, be (approved) (rejected).

Prepared by:
Daniel Wolff, Civil Engineer 1

Reviewed by:

Approved by:

Mary Stahl, Senior Civil Engineer 12/18/2023

Jenny Wolfschlag, City Engineer	12/18/2023
Jacqueline Rhoades, Public Works Director	12/20/2023
Sharon Israel, Director of Utilities	12/21/2023
Bryan Archer, Director of Finance	12/22/2023
Tammy Hedlund, Legal Specialist	12/22/2023
Jessica Morales, Assistant City Attorney	12/26/2023
Nora Steenson, Deputy City Attorney	12/26/2023
Brad Moloney, Deputy City Attorney	12/26/2023
Don Wick, Deputy City Manager	12/27/2023
Lorie Gillis, City Manager	12/28/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-002

A RESOLUTION AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND GARNEY COMPANIES, INC., FOR THE RALSTON 3.5MG TANK BAFFLING PROJECT NO. 23WA10, IN AN AMOUNT NOT TO EXCEED $628,000.00

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and Garney Companies, Inc., for the Ralston 3.5MG Tank Baffling Project NO. 23WA10, in an amount not to exceed $628,000.00.

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

APPROVED AND ADOPTED this 8th day of January, 2024.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND GARNEY COMPANIES, INC. FOR THE RALSTON 3.5MG TANK BAFFLING PROJECT, PROJECT NO. 23WA10, IN AN AMOUNT NOT TO EXCEED $628,000.00

This Agreement made this _____ day of _____, 202__, by and between the City of Arvada, a home rule municipal corporation ("Arvada" and/or "City") and Garney Companies, Inc., a Missouri Corporation ("Contractor").

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

WITNESSETH:

WHEREAS, Arvada solicited proposals from interested construction professionals for the provision of construction services related to its Ralston 3.5MG Tank Baffling Project – Project No. 23WA10, as described in the Contract Documents (the "Project" or the "Work"); and

WHEREAS, based on Contractor's submissions, Arvada has selected Contractor for the Project; and

WHEREAS, Arvada and Contractor desire to enter into this Agreement regarding the construction of the Project.

NOW, THEREFORE, for and in consideration of the covenants, promises, and payments hereinafter mentioned, the parties agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF SERVICES

1.1. **The Services.** Contractor agrees to furnish or arrange for the construction services set forth in the Contract Documents and required for the completion of the Project within the timeframe provided in the Contract Documents. Contractor represents that it is thoroughly familiar with, and understands, the requirements of the Project's scope and is experienced in the construction of projects of the type and scope contemplated by the Contract Documents. Contractor represents to Arvada that Contractor has all necessary education, skill, knowledge, expertise and experience required for construction of the Project, and will maintain, at all times during the term of this Agreement, such personnel on its staff to provide the services contemplated hereby within the time periods required hereby. In addition, Contractor represents that it or Arvada-approved subcontractors or subconsultants performing services under this Agreement have all applicable licenses required by the State of Colorado to perform such services and all required insurance coverage as required by this Agreement and by law.

1.2. **Cooperation.** The Contractor shall endeavor to develop, implement and maintain, a spirit of cooperation, collegiality, and open communication with Arvada, Arvada's Consultants, and Arvada's residents so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and upon completion, the Project is deemed a success by all interested parties.

1.3. **Preparation/Sufficiency of Site.** Before commencing the Project, the Contractor shall (i) visit and thoroughly inspect the Project Site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the Project will be constructed and operated; (ii) familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with Arvada's engineering and design requirements, design objectives, and budget for the Project; (iv) familiarize itself with pertinent Project dates and programming needs, including the Project schedule; (v) review and analyze all Project geotechnical, environmental, and construction materials tests, investigations and recommendations, (vi) review all specifications; and (vii) gather any other information necessary for a thorough understanding of the Project. Claims by Contractor resulting from Contractor's failure to familiarize itself with the Site or pertinent documents shall be deemed waived.

1.4. **Contract Documents.** The Contract Documents are incorporated herein by reference. The term "Contract Documents" means and includes the following:

A. Arvada's solicitation entitled Competitive Sealed Bid #23-PW-105, including all exhibits and/or addenda ("Arvada's CSB" or "CSB");
B. Contractor's Response to CSB, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond ("Contractor's Response");
C. Notice of Award;
D. Performance and Payment Bond;
E. Notice(s) to Proceed;
F. Change Orders (if any);
G. City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements dated July 26, 2022;
H. Requests for Information and Responses (if any);
I. All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications (if applicable).

1.5. **Interpretation of Contract Documents.** In the event of conflicts or discrepancies among the Contract Documents, the documents shall govern in the following order: (1) the Agreement; (2) Arvada's CSB; (3) City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements; (4) Contractor's Response; (5) Change Orders; (6) Requests for Information and Response.

ARTICLE 2. ARVADA'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES

2.1. **Project Information.** Contractor acknowledges that Arvada has provided Contractor with information regarding Arvada's requirements for the Project as set forth in the Contract Documents, including Project Specifications.

2.2. **Arvada's Budget.** Arvada has established, and will update, an overall budget for the Project, including amounts allocated for construction, Arvada's other costs, and reasonable contingencies related to these costs as appropriate.

2.3. **Arvada's Representative.** Arvada will designate a representative authorized to act on Arvada's behalf with respect to the Project.

2.4. **Purpose of Arvada's Review.** Arvada's review, inspection, or approval of any work, Testing Documents, Applications for Payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with Arvada's standards, policies and requirements. No review, inspection, or approval by Arvada of such work or documents shall relieve Contractor of its responsibility for the performance of its obligations under the Agreement or the accuracy, adequacy, fitness, suitability, or coordination of its construction services. Approval by any governmental or other regulatory agency or other governing body of any work, Testing Document, or the Construction Documents shall not relieve Contractor of responsibility for the performance of its obligations under this Agreement. Payment by Arvada pursuant to the Agreement shall not constitute waiver of any of Arvada's rights under the Agreement or at law, and Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Arvada. Notwithstanding the foregoing, reasonable notice shall be given by Arvada to the Contractor if Arvada becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents.

ARTICLE 3. CONSTRUCTION SERVICES REQUIREMENTS AND STANDARDS

3.1. **Quality of Construction Services.** Contractor shall be responsible for the quality, completeness, accuracy, and coordination of the Work. Contractor shall provide construction services that meet all industry standards, including all environmental and regulatory requirements. Arvada will provide and be responsible for all material testing and all other testing if needed.

3.2. **Arvada's Right to Carry Out the Work.** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven calendar day period after written notice from Arvada to commence and continue correction of such default or neglect with diligence and promptness, Arvada may after such seven-day period, without prejudice to other remedies Arvada may have, correct such deficiencies. In such a case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for any consultant's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not

sufficient to cover such amounts, the Contractor shall pay the difference to Arvada within ten days of receipt of an invoice for such amounts from Arvada.

3.3. **Legal Standard.** Contractor shall furnish construction services in accordance with industry standards currently practiced by construction professionals on projects similar in size, complexity and cost to the Project.

3.4. **Construction Standards.** Contractor shall perform all services in accordance with requirements of governmental agencies having jurisdiction over the Project, City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements, and the requirements set forth in the Contract Documents. In addition, the Contractor's work shall comply with all applicable building codes, accessibility laws and regulations, environmental regulations, and other applicable legal requirements in effect at the time of the work. To the extent Arvada's standards exceed applicable legal requirements, such standards shall be met unless Contractor obtains a variance from Arvada in writing.

3.5. **Permits.** Contractor shall be responsible for obtaining all necessary permits and other governmental approvals necessary for the development of the Project and shall obtain the same at the times necessary to meet the Project schedule. Contractor's responsibility includes providing environmental services and permitting coordination as further described in the Contract Documents.

3.6. **Notice of Non-Compliance.** Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Arvada, and shall at once report to Arvada any errors, inconsistencies or omissions discovered as well as any foreseeable constructability issues arising from the project specifications and/or site conditions. If the Contractor performs any construction activity knowing or should have known it involves an error, inconsistent, omission or constructability issue in the Contract Documents without such notice to Arvada, the Contractor shall assume full responsibility for such performance and shall bear the full costs for correction, including reimbursement for any delay caused to the Project.

ARTICLE 4. CHANGES TO THE WORK

4.1. **Field Engineered Changes**. Arvada may modify the construction plans including changing the slope and alignment of flow lines and appurtenances or modifying other improvements as necessary to accommodate construction around existing utilities or other field conditions. No additional compensation shall be made for minor costs and inconveniences incurred while performing field engineering changes as directed by Arvada or its Consultant. No additional compensation shall be made for any down time encountered while Arvada determines what field engineered changes would be appropriate to accommodate construction around existing utilities or other field conditions. Reasonable time must be allowed for Arvada or its Consultant to design field engineered changes. Any additional costs for performing field engineered construction changes to accommodate existing utilities or other field conditions and for also allowing Arvada

reasonable time to design field engineered changes as necessary to complete the work shall be considered a subsidiary obligation of the contract.

4.2. **Pre-Construction Meetings.** Contractor agrees to assist in the preparation for and to participate in any pre-construction meetings with Arvada.

4.3. **Arvada Change Orders.** 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.

4.4. **Contractor Requested Change Orders.** The Contractor may request a Change in the Work ("Requested Change Order"), including 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.

4.5. **Change Order Contents.** Any Requested Change Order shall include (a) a detailed description of the requested change to the original contract; (b) itemized documentation of any subcontractor costs; (c) the total costs associated with the proposed change; (d) the impact on the project completion date, if any, associated with the proposed change; and (e) a statement of the contractual basis for the requested change.

4.6. **Basis for Change Order Requests.** The following may be considered a valid basis for requesting a Change Order: (a) Contract Document error or omission; (b) Arvada induced enhancement; (c) unforeseeable constructability issue; (d) unforeseeable geotechnical issue. The following will not be considered a valid basis for requesting a Change Order absent extraordinary circumstances: (a) utility relocation; (b) utility conflicts; (c) foreseeable geotechnical issue; (d) foreseeable constructability issue; (e) defective construction.

4.7. **Written Authorization Required.** The Contractor shall not proceed with any change in the Work without the appropriate written authorization.

ARTICLE 5. SUPERVISION AND CONSTRUCTION PROCEDURES

5.1. **Supervision.** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this Contract, unless Contract Documents give other specific instructions concerning these matters.

5.2. **Acts and Omissions of Subcontractors and Agents.** The Contractor shall be responsible to Arvada for acts and omission of the Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor

5.3. **Inspection and Subsequent Work.** The Contractor shall be responsible for inspection or portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

ARTICLE 6. COMPENSATION.

6.1. **Completion of Services.** Contractor will furnish all material, supplies, tools, equipment, labor, and other services necessary for the completion of the Work within Arvada's timeframe and monetary limitations set forth below:

6.1.1. Contractor shall commence the Work required by the Contract Documents within seven calendar days after the date of the Notice to Proceed unless otherwise mutually agreed-upon by the Parties in writing;

6.1.2. Contractor shall complete the Work required by the Contract Documents by **December 1, 2024**, unless the period for completion is extended otherwise by the Contract Documents; and

6.1.3. Compensation Amount. Contractor agrees to perform the Work for an amount not to exceed **$628,000.00.**

6.2. **Term.** This contract shall commence on the date of Arvada's execution of the Agreement and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Agreement have been accepted by the City's authorized representative, unless otherwise agreed to in writing by the parties, subject to availability of funds, or Arvada's termination for convenience under the Contract Documents. Any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

6.3. **Additional Services.** While Arvada has listed its major requirements for its solicitation in the Contract Documents, Arvada may, during the term of this Agreement, wish to purchase other related services identified and offered by Contractor, based upon the Bid Schedule amounts contained in Contract Documents. Arvada reserves the right to award these ancillary items to Contractor. This option, if exercised, in no way obligates Arvada to pursue additional services with Contractor.

6.4. **Payment for Services.** At least 20 calendar days before the date established for each monthly progress payment, the Contractor shall submit to Arvada an itemized Application for Payment for construction completed in accordance with the Bid Schedule. Such application shall be support by such data substantiating the Contractor's right to payment as Arvada may require, such as copies of invoices or requisitions from subcontractors and material suppliers and reflecting retainage. Arvada shall pay NET 30 for services performed in accordance with the Bid Schedule and with this Agreement, but in no event shall the total Contract Amount exceed $628,000.00 absent a properly executed Change Order. Measurement of the work performed and monthly payment shall be made in

accordance with requirements of the Measurement and Payment Section in the Contract Documents unless otherwise specifically provided herein.

6.5. **Non-Conforming Materials or Construction.** Where materials installed or the finished product fails to meet minimum requirements of the Contract Documents, the basis of determining final payment to the Contractor shall be determined by the Arvada project manager.

6.6. **Retainage Requirements.** Contractor agrees to submit monthly invoices together with any retainage requirements as prescribed by Colorado state statutes (*see e.g.,* C.R.S. § 24-91-101 *et seq*). Payment from Arvada will be paid NET 30 days. Invoices will accurately reflect actual work completed by Contractor and its subconsultants or subcontractors.

ARTICLE 7. MISCELLANEOUS.

7.1. **Waiver.** No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

7.2. **Strict Compliance.** No failure of Arvada to insist upon strict compliance by the Contractor with any provision of the Contract Documents shall operate to release, discharge, modify, change or affect any of the Contractor's obligations.

7.3. **Successors and Assigns.** Arvada and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors and assigns of such other parties with respect to all covenants of this Agreement. Contractor shall not assign (whether partially or wholly) this Agreement whether by operation of law or otherwise, without the written consent of Arvada. If Contractor makes an assignment in accordance with this provision, Contractor shall nevertheless remain legally responsible for all obligations arising under the Agreement, unless otherwise agreed in writing by Arvada.

7.4. **Additional Documents.** The parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.

7.5. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein. All provisions of this Agreement which contain continuing obligations shall survive its expiration or termination.

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

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

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

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

7.10. **Preferences in Employment of Colorado Labor.** To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 *et seq.,* as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

7.10.1. Colorado labor shall be employed to perform eighty percent (80%) of the work.

7.10.2. Any waiver of this requirement must comply with C.R.S. § 8-17-101 *et seq.,* as amended.

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

[signatures on next page]

DATED this _____ day of _____, 20____.

CITY OF ARVADA, a Colorado home rule municipal corporation

_____
Lauren Simpson
Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
Rachel A. Morris

By: _____

GARNEY COMPANIES, INC., a Missouri Corporation

_____
Joel Heimbuck
Director of Operations
7911 Shaffer Parkway
Littleton, CO 80127
jheimbuck@garney.com

Arvada's CSB

23-PW-105 CSB Ralston 3.5MG
Tank Baffling Project 23-WA-10

An Agreement By And Between The City Of Arvada And Garney Companies, Inc. For The Ralston 3.5mg Tank Baffling Project, Project No. 23WA10, In An Amount Not To Exceed $628,000.00

COMPETITIVE SEALED BID

BID #:	**23-PW-105**
Title:	**Ralston 3.5MG Tank Baffling Project**
Issue Date:	11/1/2023
Questions Deadline:	11/09/2023 - 2:00 pm MT Questions must be submitted via email to: cdye@arvada.org Responses will be issued via addenda and emailed to bidders.
Bid Due Date: **Virtual Opening Information**	**11/20/2023 - 2:00 pm MT** https://us06web.zoom.us/j/87450863734?pwd=x59tL7Sj0AUbzkiXmdbOxU6C4MLRBw.1 **Meeting ID: 874 5086 3734** **Passcode: 667435**
Bid Delivery address:	Electronic Submissions must be submitted via email : cdye@arvada.org by the above date and time. Late responses will not be considered for award.
Project Delivery Date:	March 18, 2024

For additional administrative information not related to the project, contact: Cheryl Dye at cdye@arvada.org
Contact with the requesting department may result in vendor disqualification.

Documents included in this Request:

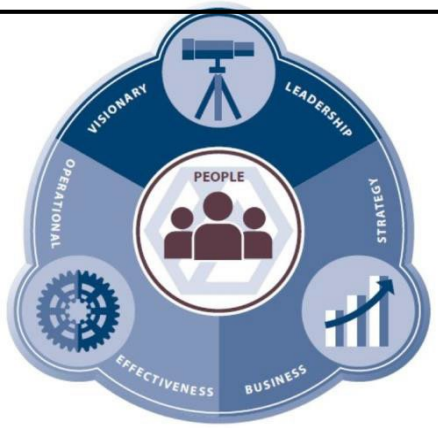
Cover Page page 1
Advertisement for Bidders page 2
General Terms and Conditions page 3
Special Terms and Conditions for Bidders page 5
Insurance Requirements page 7
Project Special Provisions page 9
Submittal Forms to be completed and returned
Bid page 12
Bid Proposal page 13
- Bid Schedule page 14
- Required Contractor Submittal Form page 15

Preview of Documents if Awarded page 17

ARVADA'S VISION MISSION AND VALUES

VISION: We dream big and deliver.
MISSION: We are dedicated to delivering superior services to enhance the lives of everyone in our community.
VALUES:

Innovation – We excel in creativity, flexibility and the use of best practices while valuing diverse backgrounds, ideas and perspectives. **Passion** – We are a high performing, inclusive team inspiring each other to pursue excellence. **Opportunity** – We value our diversity, embrace possibilities, face challenges, persevere and take action to deliver quality results.



ADVERTISEMENT FOR BIDS

Submit bids electronically on Bidnetdirect.com for the construction of City of Arvada **CSB# 23-PW-105 -** Project No. 23WA10, Ralston 3.5MG Tank Baffling Project:

The BID DOCUMENTS, consisting of Advertisement for Bids, General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Project Special Provisions, Addendum when issued, Bid Bond, Bid Proposal, Bid Schedule, Performance and Payment Bond, Submittal Checklist and References, Sample documents, and the Project Drawingshave been emailed to qualified contractors.

No cost bid documents may be obtained via emailing: cdye@arvada.org after 11/1/2023.

ESTIMATED QUANTITIES OF THE MAJOR ITEMS OF WORK ARE:

Mobilization	1.0 LS
Field Verification	1.0 LS
Baffle Procurement	1.0 LS
Tank Cleaning	1.0 LS
Baffle Installation	1.0 LS
Comprehensive Tank Assessment	1.0 LS
Tank Disinfection	1.0 LS

Bidders, subcontractors and suppliers must be familiar with the current City of Arvada *Engineering Code of Standards and Specifications 2023 to Present* which will be combined with the Bid Documents to form the Contract Documents for the Project. A copy of the standards may be obtained from the office of the City Engineer upon a non-refundable payment of $50.00. Holders will be notified when supplemental revisions and additions are available as they are adopted. The Standards are also available at no cost on the City's web site at https://www.arvadaco.gov/. Holders are responsible for keeping current their City of Arvada Engineering Code of Standards and Specifications.

Date: 11/1/23

CITY OF ARVADA

Jenny Wolfschlag PE.

Jenny Wolfschlag

City Engineer
8101 Ralston Road
Arvada, Colorado 80002

GENERAL TERMS AND CONDITIONS

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

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

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

4. INDEMNIFICATION OF CITY.
A. Contractor: Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, Contractor agrees to investigate, defend, indemnify and hold harmless Arvada, its elected officials, officers, employees, agents, insurers, and representatives from and against any claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney fees and other costs and expenses of litigation, which may be asserted against or incurred by Arvada or for which Arvada may be liable, arising from the negligence, willful misconduct, or other fault of Contractor or its employees, agents, or subcontractors in performance of the Agreement. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Arvada from any liability or damages directly caused by or attributable to Arvada's own negligence. Nothing herein intended to be nor may be construed as a waiver of the immunities, protections, or limitations on damages provided to Arvada by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as it may from time to time be amended.
(or)
B. Architect, Engineer, Surveyor Services for Public Works Construction: Contractor agrees to hold harmless and indemnify Arvada, its officers and employees, from and against any liability or any claims, suits, or actions arising out of, made, or asserted for any damage to persons or property resulting from errors, omissions or fault of Contractor in connection with the performance by Contractor of obligations under this solicitation and any subsequent Agreement with Arvada. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Arvada from any liability or damages directly caused by or attributable to Arvada's own negligence. Nothing herein is intended to be nor construed as a waiver of the immunities, protections, or limitations on damages provided to Arvada by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*, as it may from time to time be amended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as to the procurement of services:

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

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

23. ACCESSIBILITY COMPLIANCE.

23.1 Arvada is obligated to comply with the Colorado Anti-Discrimination Act (C.R.S. §§24-34-300 *et seq.*)("CADA"), which requires all digital and online platform and content providers to comply with the minimum *Accessibility Standards for Individuals with a Disability*, adopted by the Colorado Office of Information Technology ("OIT") under C.R.S §24-85-103(2.5). Contractor has been advised to familiarize itself with CADA.

23.2 To the extent the Work or any of Contractor's services provided under the Agreement involves digital, technological components, including but not limited to software, websites, applications, digital documents (the "Material"), all Material shall comply with the OIT's currently adopted minimum *Accessibility Standards for Individuals with a Disability* at all times.

23.3 Contractor shall indemnify, save, and hold harmless Arvada, its employees, agents and assignees (the "Indemnified Parties") against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relationship to Contractor's failure to comply with Section (23.2) above.

23.4 Upon Arvada's request, Contractor shall certify to Arvada that its service(s) and digital documents are compliant with Section (23.2) above. Arvada may require Contractor's compliance to the OIT's currently adopted minimum standards of accessibility to be determined by a third party selected by Arvada to attest to Contractor's compliance.

SPECIAL TERMS AND CONDITIONS FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS. Bids submitted electronically on the BidnetDirect.com website only become available to the City of Arvada after the bid closes. Bidder shall assume full responsibility for timely upload of bid to the BidnetDirect website. The City reserves the right, where its best interest will be served, to accept or reject any conditional or qualified bid.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. MODIFICATION OR WITHDRAWAL OF BIDS BY CONTRACTOR.

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

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

15. REJECTION OF OFFERS BY CITY.

A. The City may reject a Bid, in whole or in part, for reasons including, but not be limited to:
   1) The Contractor misstates or conceals any material fact in its Bid;
   2) The Contractor's Bid does not strictly conform to the law or requirements of the Solicitation;
   3) The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
   4) The Bid does not include documents which are required for submission with the Bid; or
   5) The Bid has not been executed by the Contractor through an authorized signature.

B. The City may, at its sole and absolute discretion:
   1) Reject all or parts of Bids submitted by prospective Contractors;
   2) Re-advertise this Solicitation;
   3) Postpone or cancel the Solicitation;
   4) A Bid may not be accepted from, nor any contract be awarded to, any person or firm which

a) is in arrears to the City for any debt or Contract or is a defaulter as surety for any obligation to the City.
b) has failed to perform faithfully any previous contract with the City, State or Federal government for a minimum period of one (1) year after this previous Contract was terminated for cause.
c) has pending litigation against the City on the date and time that the Solicitation is due.

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

17. ELECTRONIC PAYMENT METHODS - CITY OF ARVADA SINGLE USE ACCOUNT.
Contractors are encouraged to consider the following method of payment.

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

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

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

20. PERFORMANCE MEASUREMENTS FOR <u>SERVICES MORE THAN $15,000.</u>
The City has incorporated Performance Management into its organizational culture. The City will monitor and report on the following performance measures. These measures will determine, in part, renewals and eligibility for future awards. Measures include: (a) safety as defined by observation and OSHA reportable injuries, (b) quality of contracted work, (c) work completed within required schedule, (d) administration and coordination of estimates, RFIs, ASIs, change orders, pay requests and close out documents, (e) fair and justifiable change orders, (f) responsiveness and follow through on requests.

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

21. PREPARATION AND SUBMISSION.
Bids will be prepared as follow:

1) A blank shall be construed as "No Bid/not offered". Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
2) Contractors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.

<u>INSURANCE REQUIREMENTS</u>

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

1. ☒ **Commercial General Liability**, written on an occurrence form, for limits not less than $1,000,000 for bodily injury and property damage for each occurrence and not less than $2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.

2. ☒ **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of $1,000,000 each accident/disease and $2,000,000 aggregate.

3. ☒ **Automobile Liability** for limits not less than $1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

4. ☒ **Umbrella Liability** of $5,000,000.00, following form to the Commercial General Liability.

5. ☐ **Builders Risk or Course of Construction** Purchased by contractor to cover physical damage to property in construction or rehab. Contractors will ensure that City and subcontractors will be covered as additional insureds, excluding their own machinery, tools and equipment.

6. ☐ **Professional Liability** Professional Liability insurance in an amount of not less than $1,000,000 per occurrence, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims.

7. ☐ **Pollution Legal Liability Insurance** for limits not less than $1,000,000 per occurrence (or claims made) and not less than $1,000,000 aggregate for bodily Injury, personal Injury and property Damage.

8. ☐ **Privacy/Network/Cyber Liability Insurance f**or limits not less than $1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

- Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.

- All coverage must be written with carriers holding a minimum A.M. Best rating of A-:VII, and authorized to do business in Colorado. Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.

- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the Contractor fails to submit the required insurance documents within 15 calendar days after notice to submit such policies is given to the Contractor by a City representative, the Contractor may be in default of the Award.

- Except for Workers Compensation, Employer's Liability insurance, Automobile Liability and Professional Liability insurance, the City of Arvada must be endorsed as an additional insured on a Certificate of Insurance.

- The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.

SPECIAL PROVISIONS

City of Arvada Project No. 23WA10, Ralston 3.5MG Tank Baffling Project

Conditions peculiar, but essential, to the successful performance and acceptance of the work on this project are itemized below. As such, they shall take precedence over the City of Arvada Engineering Code of Standards and Specifications 2023 to Present.

A. GENERAL CONSIDERATIONS

SC-A-1 CONTRACT TIME AND LIQUIDATED DAMAGES: This project is to be completed, including cleanup by **March 18, 2024**, unless the contract time is adjusted by change order. For each consecutive calendar day that work exceeds the allotted contract time the Contractor shall agree to pay to the Owner, liquidated damages, as described in the City of Arvada Engineering Code of Standards and Specifications 2023 to Present section 1121.07, Time for Completion and Liquidated Damages.

SC-A-2 MEASUREMENT AND PAYMENT: Measurement of the work performed and payment, at the unit or lump sum price quoted in the Bid Schedule, shall be made in accordance with requirements of the Measurement and Payment Section of the Contract Documents or as hereinafter stated in the Special Conditions.

SC-A-3 NON-CONFORMITY OF MATERIAL OR FINISHED PRODUCT: Materials not in conformance with contract requirements or these Standards and Specifications shall be considered defective and shall be rejected as detailed in the City of Arvada Engineering Code of Standards and Specifications 2023 to Present section 122.03 Removal of Unauthorized and Unacceptable Work. Rejected materials shall be removed from the work site, and Contractor shall be required to replace and/or repair materials to meet the Contract Documents.

SC-A-4 OSHA REQUIREMENTS: Observing the rules and regulations required by the Occupational Health and Safety Administration (OSHA) is the responsibility of the Contractor on this project.

SC-A-5 WORKING HOURS: All work to be completed on the project shall be performed during regular working hours, 7:00 a.m. until 7:00 p.m. Monday through Friday. Work hours on arterials and collector streets are from 8:30 a.m. to 3:30 p.m. There shall be no construction between 9:00 p.m. and 7:00 a.m. unless it is an emergency or is authorized by the City Manager.

Sunday, holiday, after hours work and/or road closure requests shall follow the city's established process published on the city website. The Contractor shall submit a written request to the Project Engineer to perform overtime work outside of allowable working hours or to conduct a closure of any public right-of-way. Requests for work outside regular working hours shall be received a minimum of ten (10) working days prior to the proposed date of the work.

Arvada observed holidays generally include New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day.

SC-A-6 MODIFICATIONS: Modifications to the work will be documented in the form of a change order or field order.

Change Orders - An Agreement between the OWNER and the CONTRACTOR that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Time or Contract Price that is issued on or after the Effective Date of the Agreement.

Written Notice or a Field Order from the Engineer or Owner - An authorized representative of the contractor shall acknowledge receipt of field orders by promptly signing all written field orders delivered to the job site. Verbal field orders given by the Engineer will be recorded in writing in the municipal inspector's daily report that is to be signed by the contractor's authorized representative.

SC-A-7 CHANGE OF METHOD: Any cost due to a change in construction method will be the responsibility of the contractor.

SC-A-8 PROJECT STATUS MEETINGS: Project status meetings will be held as necessary for scheduling, communication, and problem solving throughout the duration of the project. Contractor shall ensure that the project manager, superintendent or foreman is present and prepared to furnish the City with the schedule of work operations at each of these meetings as requested by the Engineer throughout the project.

SC-A-9 CONSTRUCTION WATER: All construction water will be provided by the City free of charge through existing City owned fire hydrants. Contractor will be required to obtain a hydrant meter from the City Utilities division which will require a $2,000 refundable meter deposit upon return of the meter in acceptable working condition.

SC-A-10 STORMWATER CONSTRUCTION PERMIT: As a subsidiary obligation of the contract, the Contractor shall obtain a Stormwater Construction Permit from the Colorado Department of Public Health and Environment, Water Quality Control Division, Permit Enforcement Section, prior to clearing, grading, or excavating a site of one (1) acre or more. A copy of the approved permit must be submitted to the City of Arvada Engineering Division prior to the start of clearing, grading or excavating of the site. A copy of the approved permit must also be always available on the project site during construction. Contractor shall also obtain a Colorado state Construction Dewatering Discharge Permit from the Colorado Department of Public Health and Environment for all areas where trench dewatering is required and water is discharged into a storm sewer, channel, irrigation ditch or any waters of the United States. A copy of the approved permit must be submitted to the Engineer prior to the start of any dewatering. A copy of the approved permit must also be always available on the project site during construction.

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

B. CONSTRUCTION CONSIDERATIONS

SC-B-1 PRE-CONSTRUCTION AND SCHEDULING: A pre-construction meeting will be scheduled prior to the start of work. Attendance by the contractor's project manager and/or construction superintendent will be required. A construction schedule shall be submitted by the contractor to the project engineer at least three (3) days prior to the pre-construction meeting. The schedule shall be in bar chart form and shall at a minimum indicate the start and completion dates of work at each construction location. The contractor shall also provide the City with an after-hours emergency contact phone number at the pre-construction meeting.

SC-B-2 CONSTRUCTION TASKS: The Contractor should note that the 3.5MG tank is essential to providing adequate contact time (CT) to Arvada's drinking water and thus will only be taken offline once for this project. The allowed tank shutoff time shall not exceed 3-4 weeks as identified by Water Treatment Staff and shall not extend beyond the required project completion date of March 18, 2024, unless an extension is approved by the City. Project tasks are as described below.

Task 1.0 – Mobilization
Shall be in accordance with Stantec project specifications, section 01 50 00 – Mobilization.

Task 2.0 – Field Verification
The Contractor will be responsible for accurately measuring all dimensions needed for the baffle curtain manufacturer within accuracy as defined by baffle manufacturer. This task may only be performed with the tank in service.

Task 3.0 – Baffle Procurement
The Contractor will be responsible for procurement of all materials needed to successfully complete the project. All materials shall meet the requirements specified in the Stantec project specifications and drawing set.

Task 4.0 - Tank Cleaning
The Contractor will be responsible for tank cleaning if more than 1/8" of sediment is found on the tank floor and/or as needed for baffle curtain installation. The tank Contractor can choose to complete this task while the tank is full or after it is drained for baffle curtain installation.

- If Contractor chooses to complete this task while the tank is in service, coordination with Water treatment plant staff will be required in order to minimize interruptions to plant production and for safety of cleaning team and equipment.
- If Contractor chooses to complete this task when the tank is drained for baffle installation, the contractor should note that this may not extend tank shutoff timeline of 3–4-weeks.

Task 5.0 - Baffle Installation
5.1 Tank Steel Reinforcement Locating
The Contractor will be responsible for locating tank reinforcement steel and post-tensioned cables prior to installing any wall anchors. Method for locating shall be non-destructive and approved by the Design Engineer prior to support structure installation.

5.2 Baffle Installation
The Contractor shall follow the manufacturers recommendations for baffle support and baffle curtain installation. All materials used must be approved by the Design Engineer prior to installation.

5.3 Photography and Video
The Contractor shall be responsible for providing the City photos of the work in progress and video of the installed baffles once the tank is placed in service in accordance with Stantec project specifications, section 01 33 00 Contractor Submittals. Any equipment used to video or photograph the baffle installation after the tank is in service must be disinfected prior to entering the tank.

Task 6.0 - Comprehensive Tank Assessment
The Contractor will be responsible for conducting a comprehensive tank assessment in accordance with CDPHE guidelines after the installation of the baffle curtains. A report of the assessment must be submitted to the City.

Task 7.0 - Tank Disinfection
Prior to the City placing the tank back in service, the Contractor will be required to disinfect the tank in accordance with Stantec project specification, section 01 74 10 Disinfection of Concrete Water Structures.

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

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

SC-B-4 PROTECTION AND RESTORATION OF EXISTING LANDSCAPING: The contractor shall protect or remove and replace, all shrubs, decorative rock, sod, underground sprinklers, signs, landscaping, fences or other private or public improvements within or adjacent to the project area. Disturbed areas shall be restored to condition equal to or better than that which existed prior to construction. All sod shall be new unless approved by the municipal inspector to re-use existing sod.

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

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

No separate payment will be made for protection and/or restoration of existing sod, decorative rock, shrubs, trees, landscaping, underground sprinklers, fences, signs and other private or public improvements in the project.

End of Special Provisions

BID BOND

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

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Arvada, Colorado the accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the construction of City of Arvada **CSB 23-PW-105** Project No. 23-WA-10, Ralston 3.5MG Tank Baffling Project.

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

NOW THEREFORE,

(A) If said Bid Proposal shall be rejected; or in the alternate,

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this ___ day of _____ _____, 20_, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL	SURETY
Name: _____	_____.
Address: _____	_____.
By: _____	By: _____.
Title: _____	Title: _____.
	Attorney-in-Fact:
	_____
	(SEAL)

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

BID PROPOSAL

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

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

The Bidder, in compliance with your Advertisement for Bids, hereby proposes to perform all Work in strict accordance with the Contract Documents, for the construction of City of Arvada **CSB#23-PW-105** Project No. 23-WA-10 entitled **Ralston 3.5MG Tank Baffling Project** within the time set forth therein, and at the prices stated on the included Bid Schedule as totaled herein.

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

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

Bidder states that their:

Major Material Suppliers are:	Material They Will Supply
_____	_____
_____	_____
_____	_____

Major Subcontractors are:	Work They Will Perform
_____	_____
_____	_____
_____	_____

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within **120** working days after the date to be specified in the Notice to Proceed. A Notice to Proceed is anticipated to be issued on or about December 4, 2023. The bidder shall agree to pay the owner the sum of $2,000 for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

Total from included Bid Schedule: **TOTAL BID** $_____

SUBMITTED BY:

Company Name: _____

Contact Names: _____

Address: _____

Phone: (_____)_____Email(s): _____

The undersigned hereby affirms that:

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

By:_____ _____

Signature of Authorized Agent Date FEIN

_____ _____ _____

Typed/Printed Name of Agent Title of Agent Agent email

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

Use Excel format sheet attached
for Submittal.

Ralston 3.5MG Tank Baffling Project
City of Arvada CSB # 23-PW-105 (23-WA-10)

BID SCHEDULE

Contractor: _____

Bid Prepared By: _____

ITEM #	ITEM	TOTAL QTY	UoM	UNIT COST	EXTENSION
1.0	Mobilization	1.00	LS		$0.00
2.0	Field Verification	1.00	LS		$1.00
3.0	Baffle Procurement	1.00	LS		$1.00
4.0	Tank Cleaning	1.00	LS		$1.00
5.0	Baffle Installation	1.00	LS		$1.00
6.0	Comprehensive Tank Assessment	1.00	LS		$1.00
7.0	Tank Disinfection	1.00	LS		$1.00

TOTAL BID $ **0.00**

REQUIRED CONTRACTOR SUBMITTAL FORM

SUBMITTAL CHECKLIST:

Bid Proposals shall be submitted in the order listed below with each section clearly identified. **Missing information or required documents may result in submission being deemed non-responsive**.

- ☐ Submit completed Bid Bond, Bid Proposal, Bid Schedule, Required Contractor Submittal, and any other attachments requested.
- ☐ Submit implementation timeline and warrantees, if applicable.
- ☐ Attach Contractor's Licensing, if applicable.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable.
- ☐ Please initial to acknowledge Addenda, if any, have been considered in your proposal:

#1_____ #2 _____ #3_____

REFERENCES:

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

Name:_____ Contact Person: _____

Address:_____

Telephone No:_____Email: _____

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

_____

Name:_____ Contact Person: _____

Address:_____

Telephone No:_____Email: _____

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

_____

Name:_____ Contact Person: _____

Address: _____

Telephone No:_____Email: _____

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

_____

PERFORMANCE AND PAYMENT BOND

Bond No._____

(Firm)_____

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

(Firm)_____

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

THE CONDITION OF THIS OBLIGATION is such that the Principal entered into a certain Contract with the City, dated the _____ day of _____, 20_, a copy of which is hereto attached and made a part hereof, for the performance of of **City of Arvada Project No.'s 23-WA-10, Ralston 3.5MG Tank Baffling Project.**

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

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

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

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the____day of_____, 20_.

IN PRESENCE OF:

PRINCIPAL_____

By_____

Address _____

(Corporate Seal)

OTHER PARTNERS

(Surety Seal)

SURETY_____

Attorney_____in_____Fact _____

Address_____

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

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

NOTICE OF AWARD

Date

Company
Address
City, State Zip

RE: CSB 23-PW-105 Project No. 23-WA-10, Ralston 3.5MG Tank Baffling Project

Dear Representative of_____:

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

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

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

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

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

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

CITY OF ARVADA, COLORADO

_____
City Engineer

BIDDER

Company

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

This_____day of_____, 20___.

By:_____

Name: _____

Title:_____

NOTICE TO PROCEED

Date

Company
Address
City, State Zip

RE: Project No. 23-WA-10, Ralston 3.5MG Tank Baffling Project Dear Representative of_____:

You are hereby notified to commence work on referenced Project, in accordance with the Contract dated _____

on or before_____, and you are to complete the Work, including cleanup within_____calendar days thereafter.

The date of completion of all Work is therefore_____.

CITY OF ARVADA, COLORADO

_____
City Engineer

BIDDER

Receipt of this Notice to Proceed is hereby acknowledged this_____day of____, 20____.

Company

By: _____

Title: _____

AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND
_____FOR_____
IN AN AMOUNT NOT TO EXCEED $_____.00

This Agreement made this_____day of_____, 20___by and between the City of Arvada, a home rule municipal corporation ("Arvada" and/or "City") and_____, a _____("Contractor").

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

1. Contractor will commence and complete the_____described in the Contract Documents relating to CSB-_____, issued_____, 20 , ("the Work").

2. Contractor will furnish all material, supplies, tools, equipment, labor, and other services necessary for the completion of the Work.

3. Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of Notice to Proceed.

4. Contractor will complete the work required by the Contract Documents by _____ after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.

5. Contractor agrees to perform all of the work described in the Contract Documents for an amount not to exceed **$_____.00** for the Work.

6. The term "Contract Documents" means and includes the following:

A. Arvada's Request for [Project Title], CSB-_____("CSB");
B. CSB Exhibits (if any);
C. CSB Addenda (if any);
D. Contractor's Response to CSB-____, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond, Certificate of Insurance;
E. Notice of Award;
F. Performance and Payment Bond;
G. Notice to Proceed;
H. Change Orders (if any);
I. City of Arvada Engineering Code of Standards and Specifications;
J. Project special provisions prepared or issued by City of Arvada (or its Consultant if applicable);
K. Detail drawings and Bid Documents prepared or issued by City of Arvada (or its Consultant if applicable);
L. Specification Illustrations and attachments; and
M. All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications.

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

8. GENERAL TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS, INSURANCE

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

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

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

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

11. PERFORMANCE MEASURES. The Performance Measures for this Agreement shall be those outlined by Arvada in Section 22 of Special Terms and Conditions for Bidders in the CSB, which are included in the Contract Documents that are exhibits to this agreement.

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

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

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

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

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

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

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

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

CITY OF ARVADA, COLORADO

_____

8101 Ralston Road
Arvada, CO 80002

ATTEST/WITNESS:

_____
City Clerk

APPROVED AS TO FORM:

For Rachael Morris, City Attorney

By: _____

CONTRACTOR

_____
Name:
Title:

CHANGE ORDER
No. ___

TO:

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

Item	Description ADD	Qty.	Unit	Unit Cost	Add/Delete
1.					
2.					
3.					
4.					

TOTAL ADD _____ **$**

Adjustments to Contract Price & Time	Contract Dollars	Calendar Days
Contract Totals through and including Previous Change Orders	$	
Adjustments this Change Order **(Increase)**	$	
Contract Totals to Date – Including Change Order No._	$	

Contract Time Expires on:

APPROVED FOR CITY

_____

8101 Ralston Road
Arvada, CO 80002

ATTEST:

_____
City Clerk

ACCEPTED FOR CONTRACTOR

By:_____
Title:_____
Date: _____

APPROVED AS TO FORM:

For Rachael Morris, City Attorney

By: _____

Ralston 3.5 MG Tank Baffling Project

Issued for Construction

Specifications and Drawings

October 2023

Prepared for:
City of Arvada, Colorado

Prepared by:
Stantec Consulting Services, Inc.
410 17th Street, Suite 1400
Denver CO 80202

Ralston 3.5 MG Tank Baffling Project
Issued for Construction
Project Number: 181301588

Ralston 3.5 MG Tank Baffling
ISSUED FOR CONSTRUCTION

SEALS PAGE

Michelle Peters, PE
Stantec Consulting Services, Inc.

SPECIFICATIONS

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01 14 00	Construction Constraints
01 10 00	Summary of Work
01 14 00	Construction Constraints
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01 32 16	CPM Construction Schedule
01 33 00	Contractor Submittals
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01 35 22	Health, Safety, and Environmental Plans
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01 45 00	Quality Control
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01 50 10	Protection of Existing Facilities
01 57 19	Temporary Environmental Controls
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01 74 10	Disinfection of Concrete Water Structures
01 77 00	Project Closeout

Jeremy Welles, PE
Stantec Consulting Services, Inc.

SPECIFICATIONS

05 05 19	Post-Installed Anchors in Concrete
13 38 00	Fabric Baffles

RALSTON 3.5 MG TANK BAFFLING PROJECT

ISSUED FOR CONSTRUCTION

TECHNICAL SPECIFICATIONS - TABLE OF CONTENTS

DIVISION 01 – GENERAL REQUIREMENTS

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DIVISION 05 – METALS

05 05 19	Post-Installed Anchors in Concrete

DIVISION 13 – SPECIAL CONSTRUCTION

13 38 00	Fabric Baffles

SECTION 01 10 00 - SUMMARY OF WORK

PART 1 -- GENERAL

1.1 THE SUMMARY

A. The project is the Ralston 3.5 MG Tank Baffling Project # 23-WA-10 . Roles are: OWNER—the City of Arvada; CONTRACTOR – TBD; ENGINEER – Stantec Consulting Services Inc.

B. The WORK to be performed under this Contract shall consist of furnishing plant, tools, equipment, materials, supplies, and manufactured articles, and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The WORK of this Contract comprises the installation of baffles within the existing 3.5 MG Tank at the Ralston Water Treatment Plant, and appurtenant work, to improve the baffling factor of the tank.

B. The WORK is located at the OWNER's Ralston Water Treatment Plant, 18975 W 66th Ave, Arvada, CO 80007.

C. The CONTRACTOR shall procure, furnish and install all equipment in accordance with the Contract Documents.

D. Work performed by the CONTRACTOR will also include, but is not limited to, the following:

1. The CONTRACTOR shall field verify the tank dimensions, baffle dimensions, and coordinate with the City, Engineer, and baffle manufacturer during submittal process. The tank shall remain in service during this task. Coordination with Water treatment plant staff will be required in order to minimize interruptions to plant production and for safety of team and equipment.

2. The CONTRACTOR shall be responsible for tank cleaning if more than 1/8" of sediment is found on the tank floor and/or as needed for baffle curtain installation. The CONTRACTOR may choose to complete this task while the tank is full or after it is drained for baffle curtain installation.

   a. If CONTRACTOR chooses to complete this task while the tank is in service, coordination with Water treatment plant staff will be required in order to minimize interruptions to plant production and for safety of cleaning team and equipment.

b. If CONTRACTOR chooses to complete this task when the tank is drained for baffle installation, the CONTRACTOR should note that this may not extend tank shutoff timeline of 3–4-weeks.

3. The CONTRACTOR shall develop a Maintenance of Plant Operations (MOPO) plan. The MOPO plan shall be detailed guidance for construction to minimize process interruptions. The MOPO plan will address work hours, contact lists, critical processes, transition order, maximum allowable manual operation time, and contingency planning. It will be designed to minimize the number and duration of service interruptions and will guide the Contractor Schedule and Construction Sequence. Required interruptions will be planned to occur at the appropriate levels of demand based on outage duration and risk. The MOPO plan will be developed with understanding of the Ralston WPF operation and Ralston 3.5 MG Baffling project and coordinate the timing of shutdowns to the maximum practicable extent. Required interruptions will be characterized including the planned duration, risks, and recommended contingency plans.

4. The CONTRACTOR shall conduct a comprehensive tank assessment in accordance with CDPHE guidelines after the installation of the baffle curtains.

5. Prior to placing the tank in service, the Contractor will be required to disinfect the tank in accordance with AWWA C652-19 Disinfection of Water Storage Facilities.

6. The CONTRACTOR shall obtain and comply with all necessary permits for the work. The OWNER will be responsible for any required permit fees.

   a. Complete the permit applications and submit to the permitting agency. Coordinate with the OWNER as necessary to clarify permit requirements. Unless the permitted activity is specifically limited, permits obtained cover the entire WORK.

   b. The absence of information does not relieve the CONTRACTOR of responsibility for determining and verifying the extent of permits required and for obtaining permits.

   c. Furnish copies of all permits obtained by the CONTRACTOR to the OWNER through the formal submittal process.

   d. Inform the OWNER of any conflicts between permits and contract documents.

   e. Copies of permits obtained by the OWNER will be provided to the CONTRACTOR.

   f. CONTRACTOR shall maintain a notebook of all permits on the construction site.

   g. All permits shall be closed out upon completion of the WORK.

1.3 CONTRACT METHOD

A. The WORK hereunder (Ralston 3.5 MG Tank Baffling Project) will be constructed under a single lump sum contract.

1.4 WORK BY OTHERS

A. Where 2 or more contracts are being performed at one time on the same Site or adjacent land in such manner that work under one contract may interfere with work under another, the OWNER will determine the sequence and order of the Work in either or both contracts. When the Site of one contract is the necessary or convenient means of access for performance of work under another, the OWNER may grant privilege of access or other reasonable privilege to the contractor so desiring, to the extent, amount, and in manner and at time that the OWNER may determine. No OWNER determination of method or time or sequence or order of the work or access privilege shall be the basis for a claim for delay or damage except under provisions of the General Conditions for temporary suspensions of the work. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the work of such other contractors and shall cooperate fully with such contractors to allow continued safe access to their respective portions of the Site, as required to perform work under their respective contracts.

B. Interference With Work On Utilities**:** The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

1.5 WORK SEQUENCE

A. Refer to 01 14 00 Construction Constraints.

1.6 CONTRACTOR USE OF SITE

A. The CONTRACTOR's use of the Site shall be limited to its construction operations, including on-Site storage of materials, on-Site fabrication facilities, and field offices.

B. The CONTRACTOR’S work shall be limited to the hours of 7:00 am to 7:00 pm on Monday through Friday excluding legal holidays including New Year’s Day; Martin Luther King Jr.’s Birthday; President’s Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; and Christmas. Other WORK shall be coordinated and authorized by the OWNER in accordance with City of Arvada Engineering Code of Standards and Specifications Section 129.01.

1.7 OUTAGE PLAN AND REQUESTS

A. Refer to 01 14 00 Construction Constraints.

1.8 OWNER USE OF THE SITE

A. The OWNER may utilize all or part of the existing Site and facilities during the entire period of construction for the conduct of the OWNER's normal operations. The CONTRACTOR shall cooperate and coordinate with the OWNER to facilitate the OWNER's operations and to minimize interference with the CONTRACTOR's operations at the same time. In any event, the OWNER shall be allowed access to the Site during the period of construction.

1.9 PROJECT MEETINGS

A. Preconstruction Conference

1. Prior to the commencement of WORK at the Site, a preconstruction conference will be held at a mutually agreed time and place. The conference shall be attended by the CONTRACTOR'S Project Manager, its superintendent, and its subcontractors as the CONTRACTOR deems appropriate. Other attendees will be:

    a. ENGINEER.

    b. Representatives of OWNER.

    c. Others as requested by CONTRACTOR, OWNER, or ENGINEER.

    d. The CONTRACTOR shall bring the preconstruction conference submittals in accordance with Section 01 33 00 - Contractor Submittals.

    e. Key Subcontractors

2. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date. However, the CONTRACTOR should be prepared to discuss all of the items listed below.

    a. Status of CONTRACTOR's insurance and bonds.

    b. CONTRACTOR's tentative schedules.

    c. Transmittal, review, and distribution of CONTRACTOR's submittals.

    d. Processing applications for payment.

    e. Maintaining record documents.

    f. Critical work sequencing.

    g. Field decisions and Change Orders.

    h. Use of Site, office and storage areas, security, housekeeping, and OWNER's needs.

    i. Major equipment deliveries and priorities.

    j. CONTRACTOR's assignments for safety and first aid.

    k. Daily Report Form which the OWNER will furnish.

    l. Submittal Transmittal Form which the ENGINEER will furnish.

3. The OWNER will preside at the preconstruction conference and will arrange for keeping and distributing the minutes to all persons in attendance.

4. The CONTRACTOR and its subcontractors should plan on the conference taking no more than 2 hours.

B. Progress Meetings

1. The OWNER will schedule and hold regular on-Site progress meetings at times as requested by CONTRACTOR or as required by progress of the WORK. The CONTRACTOR, ENGINEER, and all subcontractors active on the Site shall attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its suppliers, manufacturers, and other subcontractors.

2. The OWNER will preside at the progress meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings is to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR shall present any issues that may impact its progress with a view to resolve these issues expeditiously.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 14 00 – CONSTRUCTION CONSTRAINTS

PART 1 -- GENERAL

1.1 THE SUMMARY

A. WORK shall be scheduled, sequenced, and performed in a manner which minimizes disruption to the operation and maintenance of existing facilities, and shall be coordinated with the ENGINEER, OWNER, and other agencies.

B. The CONTRACTOR shall incorporate the construction and schedule constraints of this Section in preparing the construction schedules required by contract.

C. The terms “outage” and “shutdown” refer to the same event, in which part or all of OWNER’s ongoing treatment activities (including any physical structure: basin, conveyance pipeline, conveyance channel, building, or equipment) are temporarily discontinued to allow for a portion of the CONTRACTOR’s work activities.

D. The existing plant will need to remain in operation during the extent of construction with very limited exceptions, as described in the Construction Sequencing and Schedule Constraints sections below.

1.2 EXISTING PLANT

A. The WORK shall be executed while the existing water treatment plant is in operation, 24 hours per day, 7 days per week. Operation of the existing plant shall not be jeopardized nor shall the efficiency of water treatment be reduced as a result of the execution of the WORK. Required interruptions will be planned to occur at the appropriate levels of demand based on outage duration and risk.

B. Unless indicated otherwise, temporary pumping, piping, power, lighting, controls, instrumentation, alarms, security devices, and safety devices shall be provided by the CONTRACTOR whenever its activity or interruption due to its activity affects the existing facility.

C. The construction constraints in this Section do not include every item affecting the completion of the WORK, but are intended to describe the sequence of critical events necessary to minimize disruption to the ongoing treatment plant processes and to ensure compliance with all permit and treatment requirements. It shall be understood and agreed by the CONTRACTOR that the critical events described are not inclusive and that additional items of WORK not included may be required to minimize disruption and ensure compliance. Deviation from or modification of these suggested sequences is permitted if techniques and methods known to the CONTRACTOR will result in reducing disruption to the facility operation and maintaining treatment efficiency, and if deviation is approved in advance by the OWNER.

1.3 OPERATION OF PLANT EQUIPMENT

A. Operational functions or shutdown of the existing plant required to facilitate CONTRACTOR's operation will be done by the OWNER's personnel only.

B. The plant operation and maintenance personnel will cooperate in every way that is practical in order to facilitate CONTRACTOR's operation. However, certain shutdown and connections may only be permissible at times other than normal working hours such

as nights or weekends. No additional payment will be made to the CONTRACTOR for any night, weekend, or holiday premium or overtime payments.

C. If it becomes necessary for the proper operation or maintenance of portions of the plant, the OWNER may require the CONTRACTOR to reschedule an approved shutdown. The CONTRACTOR shall then reschedule its operations so there shall be no conflict with necessary operations or maintenance of the plant. The CONTRACTOR shall, within 2 Days, furnish the ENGINEER a revised outage request and a plan for rescheduling the shutdown in accordance with the requirements of the construction schedule.

1.4 OUTAGE REQUESTS

A. Modifications to existing facilities, the construction of new facilities, and the connection of new to existing facilities may require the temporary outage or bypass of existing treatment processes or facilities. In such cases, the CONTRACTOR shall coordinate WORK with the ENGINEER as described below. The CONTRACTOR shall submit a detailed outage plan and time schedule for construction activities which will make it necessary to remove a tank, pipeline, channel, electrical circuit, equipment, structure, road, or other facilities from service.

B. The outage plans shall be submitted to the OWNER for acceptance a minimum of 21 calendar days in advance of the time that such outages are required. The outage plans shall be coordinated with the construction schedule and shall meet the restrictions and conditions of these Contract Documents. The outage plan shall describe the CONTRACTOR's method for preventing bypassing of other treatment units; the length of time required to complete the operation; any necessary temporary power, controls, instrumentation, or alarms required to maintain control, monitoring, and alarms for the treatment plant processes; and the manpower, plant, and equipment which the CONTRACTOR shall provide in order to ensure proper operation of associated treatment units. Costs for preparing and implementing the outage plans shall be the responsibility of the CONTRACTOR as part of the WORK.

C. The CONTRACTOR shall not begin an alteration affecting existing facilities until specific written approval has been granted by the OWNER in each case.

D. The OWNER will coordinate the CONTRACTOR's planned procedure with the treatment facility personnel. The OWNER has the authority to modify any proposed shutdown procedures if such procedures would adversely impact the plant operations.

E. The OWNER shall be notified in writing at least 7 calendar days in advance of the required outage if the schedule for performing the WORK has changed or if revisions to the outage plan are required. The CONTRACTOR shall provide written confirmation of the shutdown date and time 3 calendar day prior to the actual shutdown.

1.5 TEMPORARY CONNECTIONS

A. Making connections to existing facilities or other operations that interfere with the operation of the existing equipment shall be thoroughly planned in advance, and required equipment, materials, and labor shall be on hand at the time of undertaking the connections. WORK shall be completed as quickly as possible and with as little delay as possible and shall proceed continuously (24 hours a day and seven days a week) if necessary to complete modifications and/or connections in the minimum time.

B. The cost of any temporary facilities and night, weekend, or holiday activity and overtime payments required during process interruptions shall be included in the WORK.

C. Temporary facilities and piping shall be located to minimize interference with CONTRACTOR's construction facilities and OWNER's operation and maintenance of the water treatment plant. Unless otherwise indicated, each temporary pipeline shall be of the same size as its connection to the existing or permanent facility at the downstream end of the pipeline. Piping materials shall be suitable for the material being conveyed and be as required in the Contract Specifications.

D. When temporary electrical power, controls, instrumentation, or alarms are required for routine continuous operations of existing or new equipment, the CONTRACTOR shall provide the necessary equipment and appurtenances. Prior to installing said equipment and appurtenances, CONTRACTOR shall furnish a submittal on the proposed components and installation for OWNER's review and approval.

E. A plan showing the size and location of the temporary facilities and piping shall be submitted to the OWNER at the same time as the outage plan required under this Section. Costs for design, provision, operation, and removal of temporary facilities and piping shall be part of the WORK.

1.6 CONSTRUCTION SEQUENCING

A. Construction activities shall be scheduled and sequenced to ensure continuous operation of the existing treatment facilities. The CONTRACTOR's scheduling shall develop construction sequencing so that the WORK will not adversely impact treatment. The CONTRACTOR shall be responsible for development of the construction sequencing. In implementing the construction sequencing, the CONTRACTOR shall maintain the existing facilities in service until new facilities are constructed and are operational to supplement the existing capacity. When new facilities are operational, the existing facilities may be taken out of service. The following general guidelines shall be used by the CONTRACTOR in planning the sequence of construction.

1. Safe working conditions for personnel shall be maintained during rehabilitation, modification, and demolition WORK. The foregoing includes at least proper trench excavation, the provision of temporary equipment guards, supports, warning signs, walkways, covers over openings, handrailing, and protection of electrical equipment and power supply.

2. Temporary facilities shall be constructed in accordance with applicable codes and regulations to operate safely and properly.

3. Valves to be temporarily shut off during the WORK shall be tagged as such and shall be wired shut with a crimped lead seal and padlocked.

4. Electrical and mechanical equipment shall be similarly shut down.

5. CONTRACTOR shall verify the appropriate lock out/tag out of facilities prior to proceeding.

B. The existing plant must remain fully operational and construction activities must not impact the ability of the plant to produce safe, reliable drinking water. General construction constraints related to the existing plant are specified below. Any interruption to the existing treatment process must be requested through an Outage Plan that must be agreed to by the OWNER, as described above. These constraints are not fully inclusive, but are intended to assist the CONTRACTOR through scheduling the project.

1. The WTP and 3.5MG Tank shall remain online during field verification of dimensions prior to procurement. The water in the 3.5MG Tank is potable. All personnel and materials that enter the 3.5MG Tank shall be compliant with Colorado Department of Health and Environment requirements for disinfection.

2. The 3.5MG Tank may be cleaned while the tank is full or after it is drained for baffle curtain installation.

   a. If CONTRACTOR chooses to complete this task while the tank is in service, coordination with Water treatment plant staff will be required in order to minimize interruptions to plant production and for safety of cleaning team and equipment.

   b. If CONTRACTOR chooses to complete this task when the tank is drained for baffle installation, the contractor should note that this may not extend tank shutoff timeline of 3–4-weeks.

3. The 3.5MG Tank may be taken offline for baffle installation. Prior to placing back into service, the Contractor shall disinfect the tank in accordance with AWWA C652-19 Disinfection of Water Storage Facilities.

1.7 SCHEDULE CONSTRAINTS

A. General: It is the CONTRACTOR's responsibility to coordinate and plan the construction activities to integrate each schedule constraint into performance of the overall WORK.

B. The listing of schedule constraints below does not mean that every constraint or special condition has been identified. The list does not substitute for the CONTRACTOR's coordination and planning for completion of the WORK within the Contract Times.

C. The following constraints affect the construction schedule.

1. Required interruptions will be planned to occur at the appropriate levels of demand based on outage duration and risk.

2. Plant shutdowns will be considered on a case by case basis, but are not guaranteed to be approved by the OWNER or the ENGINEER due to need for finished water production.

1.8 PERMITS

A. The CONTRACTOR shall abide by the conditions of permits and shall obtain proof of satisfaction of conditions from issuers of permits prior to acceptance of the WORK by the OWNER. Known permits are listed in 01 10 00 Summary of Work.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 29 00 – MEASUREMENT AND PAYMENT

PART 1 -- GENERAL

1.1 THE SUMMARY

A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction.

B. No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

C. Payment Requests shall be in accordance with the City of Arvada Engineering Code of Standards and Specifications Section 1122.00.

1.2 SUBMITTALS

A. CASH FLOW PROJECTION

1. In accordance with the General Conditions and specified in Section 01 32 16 – CPM Construction Schedule, submit estimated progress payments throughout Contract Times aggregating to initial Contract Price.

2. Base estimated progress payments on the accepted Baseline and progress schedules. Adjust to reflect subsequent adjustments in progress schedule and Contract Price as reflected by modifications to the Contract Documents.

1.3 FORMAT AND DATA REQUIRED

1. Submit electronic file to Owner for each Application for Payment in accordance with Owner requirements.

2. Content and Format: Use Bid Schedule for listing items in Application for Payment.

1.4 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

1. Use Bid Schedule for listing items in Application for Payment including a separate line item for each Change Order and Work Change Directive executed prior to date of submission. Provide further breakdown of such as requested by the OWNER.

2. Application Form:

   a. Fill in required information, including that for Change Orders executed prior to the date of submittal application

   b. Fill in summary of dollar values to agree with the respective totals indicated on the continuation sheets.

c. Execute certification with the signature of authorized officer of the Contractor'sfirm.

d. Notarize signature where required on Certificate for Payment.

3. Continuation Sheets:

a. Fill in total list of all scheduled component items of Work, with time number and the scheduled dollar value for each item.

b. Fill in the dollar value in each column for each scheduled line item when work has been performed or products stored.

c. List each Change Order executed prior to the date of submission at the end of the continuation sheets:

i. List by Change Order number, dollar amount and description as for an original component item of work.

d. Use data from Bid Schedule: Provide dollar value in each column for each line item for portion of work performed and for stored products.

1.5 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

1. When OWNER or ENGINEER requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying:

a. Project

b. Application number and date

c. Detailed list of enclosures

d. For stored products/materials (in accordance with City of Arvada Engineering Code of Standards and Specifications Section 1122.03)

i. Item number and identification as shown on application

ii. Description of specific material

iii. Vendor or supplier invoices substantiating stored costs as required by OWNER.

2. Submit one copy of data and cover letter for each copy of application

3. Submit updated construction schedule with each Application for Payment as specified in Section 01 32 16 – CPM Construction Schedule.

4. Payment Period: Monthly. Application for Payment period will begin on the first (1st) day of each month, and end on the last day of each month. Submit Application for Payment to the ENGINEER no later than the fifth (5th) day of each month for work completed the previous month. Finalize and submit Application for Payment to the OWNER by the fifteenth (15th) day of each month to allow processing and approval time.

5. Submit evidence of payment and release of liens within 60 days of payment to Contractor for Work performed by subcontractors or for equipment and materials delivered to the site during construction.

1.6 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in Application form as specified for progress payments

B. Use continuation sheets for presenting the final statement of accounting as specified in Section 01 77 00 – Project Closeout

1.7 SUBMITTAL PROCEDURE

A. Submit Applications for Payment to Owner at the times stipulated in the Agreement

B. Number: One electronic copy.

C. When Owner finds the Application properly completed and correct, Owner will transmit payment to Contractor with one copy of Certificate attached.

1.8 MEASUREMENT – GENERAL

A. No quantity measurement for payment will be made.

B. Payment will be made on a lump sum basis relative to percent complete of each item contained within the Bid Schedule for each phase of work. The Bid Schedule shall be correlated to line items in the Contractor's schedule and other required administrative schedules and forms including:

1. Contractors Construction Schedule

2. Application for Payment Form

3. List of subcontractors

4. Schedule of allowances

5. Schedule of alternates

6. List of products

7. List of principal suppliers and fabricators

8. Schedule of submittals

C. The Contract sum prices shall include all costs whatsoever required to accomplish the work as designated in these contract documents and as shown on the plans.

D. Weighing, measuring, and metering devices used to measure quantity of materials for Work shall be suitable for purpose intended and conform to tolerances and specifications as specified in National Institute of Standards and Technology, Handbook 44.

E. Whenever pay quantities of material are determined by weight, weigh material on scales furnished by CONTRACTOR. Weight must be certified accurate by the responsible

agency. Obtain weight or load slip from the weigher and deliver to the OWNER at point of delivery of material.

F. If material is shipped by rail, car weights will be accepted provided that actual weight of material only will be paid for and not minimum car weight used for assessing freight tariff, and provided further that car weights will not be acceptable for material to be passed through mixing plants.

G. Weigh vehicles empty used to haul material being paid for by weight daily with full fuel tanks and at such additional times as required by the ENGINEER or OWNER. Each vehicle shall bear a plainly legible identification mark.

H. Measure in place those materials that are specified for measurement by cubic yard.

I. Units of measure shown on Bid Form to be as follows, unless specified otherwise.

Item	Method of Measurement
AL	Allowance – Cost assessed during Construction
CY	Cubic Yards – Field Measure of volume by the ENGINEER using mean length, width or radius, and depth
EA	Each – Field Count by the ENGINEER
LF	Linear Foot – Field Measure by the ENGINEER to the nearest whole foot or calculated from horizontal pipeline stationing shown on the Drawings.
SF	Square Feet – Field Measure of area by the ENGINEER to the nearest 0.1 SF.
SY	Square Yards – Field measure of area by the ENGINEER to the nearest 0.1 SY.
LS	Lump Sum – Unit is one; no measurement will be made
TN	Ton – Weight measure by load ticket from certified scale (2,000 pounds)

1.9 DEFECT ASSESSMENT

A. Refer to OWNER's Contract. Defective work is defined in the OWNER Contract.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -

SECTION 013216 - CPM CONSTRUCTION SCHEDULE

PART 1 -- GENERAL

1.1 SECTION INCLUDES

A. Requirements

B. Format

C. Content

D. Progress Revisions

E. Submittals

F. Distribution

1.2 RELATED SECTION

A. Section 01 10 00—Summary of Work

B. Section 01 29 00—Measurement and Payment

C. Section 01 33 00—Contractor Submittals

D. Section 01 77 00—Project Closeout

1.3 REQUIREMENTS

A. Within 10 days after Effective Date of Agreement, CONTRACTOR shall prepare and submit to OWNER estimated construction progress schedules for the Work, with sub schedules of related activities which are essential to its progress.

B. Submit to OWNER not less than 10 days prior to beginning Work, a “Detailed Work Plan” for each phase of the project. Detailed Work Plans shall include a Traffic Control Plan, Work Phasing plan, Barricade Plan and miscellaneous other improvements. Schedule review meeting with OWNER.

C. Submit revised progress schedules with each pay application.

D. OWNER may require CONTRACTOR to add to his equipment, or construction forces, as well as increase the working hours, if operations fall behind schedule at any time during construction period.

1.4 FORMAT

A. General schedule format: Conform to critical path method (CPM) scheduling format, or approved equal:

1. Base schedule on work days and regular working hours, Monday through Friday 7:00 A.M. to 7:00 P.M.

2. Minimum sheet size: 8 1/2" by 11"

3. Color format

B. Row (Listings)—Show:

1. Project Title

2. Major areas of construction

3. Construction activities within major areas of construction

4. Provide a separate bar for each construction activity. Bars to be annotated with activity description

5. Critical path activities to be clearly identified by color and lines

6. List in chronological order by start date each major area of construction and then by each construction activity within its respective area of construction

7. Show project start date, finish date, data date, run date, and revision table

8. Contract milestone dates

9. Legend

C. Column (Headings)—Show:

1. Activity ID: Define by number corresponding to major specification sections

2. Activity Description

3. Percent Complete

4. Original Duration

5. Remaining Duration

6. Total Float

7. Early Start

8. Early Finish

9. Time Scale: Identify first day of each week. Allow space for notations.

10. Data date line

1.5 CONTENT

A. Construction progress schedule—Show:

1. Complete sequence of construction by activity for full length of Contract time.

2. Major areas of construction to include, at a minimum, each separate stage of Work

B. Submittals schedule for shop drawings and product data—Show:

1. The dates for CONTRACTOR's submittals

2. The dates accepted submittals will be required from ENGINEER. Extensions of time for delays in submittal approval shall only be allowed as provided in Section 01 33 00.

C. Products delivery schedule—Show delivery dates for:

1. All major material deliveries

1.6 PROGRESS REVISIONS

A. Progress schedules are to be representative of actual construction progress and sequencing of activities. Schedules that do not accurately represent construction progress will be rejected.

B. Indicate progress of each activity as of data date.

C. Show changes occurring since previous submission of schedule:

1. Major changes in scope

2. Activities modified since previous submission

3. Revised projections of progress and completion

4. Other identifiable changes

D. Provide narrative report as needed to define:

1. Problem areas, anticipated delays, and impact on schedule

2. Corrective action recommended, and its effect

3. Effect on changes on schedules of other prime contractors

1.7 SUBMITTALS

A. Submit initial schedules within 10 days after award of Contract:

1. OWNER will review schedules and return review copy within 10 days after receipt

2. If required, resubmit within 7 days after return of review copy

B. Submit revised progress schedules with each Application for Payment.

C. Schedules can be delivered in electronic format, but text must be visible, when printed on 11x 17 paper.

1.8 DISTRIBUTION

A. OWNER will distribute accepted schedules in pdf format as required.

B. Schedule recipients will report promptly to OWNER and Contractor, in writing, any problems anticipated by projections shown in schedules

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 00 - CONTRACTOR SUBMITTALS

PART 1 -- GENERAL

1.1 THE SUMMARY

A. Wherever submittals are required by the Contract Documents, submit them to the ENGINEER.

B. Within 14 calendar days after the date of commencement as stated in the Notice to Proceed, submit the following items for review:

1. Submittal Schedule

a. Submit a preliminary schedule of Shop Drawings, Samples, and proposed Substitutes ("or equal") submittals listed in the Bid.

b. Allow time for resubmittals.

2. Submit a list of permits and licenses the CONTRACTOR shall obtain, indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.

1.2 PRECONSTRUCTION CONFERENCE SUBMITTALS

A. At the preconstruction conference of Section 01 10 00 – Summary of Work, submit the following items to the ENGINEER for review:

1. a revised schedule of Shop Drawings, Samples, and proposed Substitution ("or-equal") submittals listed in the Bid;

2. a list of permits and licenses the CONTRACTOR shall obtain, indicating the agency required to grant the permit, the expected date of submittal for the permit, and required date for receipt of the permit;

3. a 60-Day plan of operation

1.3 SHOP DRAWINGS

A. Wherever called for in the Contract Documents or where required by the ENGINEER, furnish one electronic copy of each Shop Drawing submittal to the web-based project document management system selected by the OWNER.

B. Shop Drawings may include detail design calculations, shop-prepared drawings, fabrication and installation drawings, erection drawings, lists, graphs, catalog sheets, data sheets, and similar items.

C. Whenever the CONTRACTOR is required to submit design calculations as part of a submittal, such calculations shall bear the signature and seal of an engineer registered in the appropriate branch and in the state wherein the Project is located, unless otherwise indicated.

D. Transmittal Form

1. Shop Drawing submittals shall be accompanied by the CONTRACTOR's standard submittal transmittal form, which shall include the date, project title, project number, submittal number, specification section, a complete description of the submittal, a listing of all items in the submittal package, indications of deviations from the Contract Documents, and the names of the CONTRACTOR, Supplier, Manufacturer, and Vendor.

2. A submittal without the form, or where applicable items on the form have not been completed, will be returned for resubmittal.

E. Organization

1. Use a single submittal transmittal form for each technical specification Section or item or class of material or equipment for which a submittal is required.

2. A single submittal covering multiple Sections will not be accepted, unless the primary specification references other Sections for components: For example, if a pump Section references other Sections for the motor, shop-applied protective coating, anchor bolts, local control panel, and variable frequency drive, a single submittal would be accepted, whereas a single submittal covering vertical turbine pumps and horizontal split-case pumps would not be accepted.

3. On the transmittal form, index the components of the submittal and insert tabs in the submittal to match the components.

4. Relate the submittal components to specification paragraph and subparagraph, Drawing number, detail number, schedule title, room number, or building name, as applicable.

5. Unless otherwise indicated, match terminology and equipment names and numbers used in the submittals with those used in the Contract Documents.

F. Format

1. Unless specifically required in this specification, by ENGINEER, or elsewhere in the Contract documents, each submittal shall be made in an electronic format.

2. All submittals, unless a sample is included, shall be submitted electronically via the OWNER's web-based submittal system.

3. Number every page in a submittal in sequence.

4. Electronic files which contain more than 10 pages in PDF format shall contain internal book-marking from an index page to major sections of the document. PDF files shall be set to open "Bookmarks and Page" view. General information shall be added to each PDF file, including Title, Subject, Author, and Keywords.

   a. PDF files shall be fully searchable using Adobe Reader™, unsecured, unencrypted and not password protected.

   b. The following actions within Adobe Acrobat shall be allowed:

1) Printing.

2) Changing.

3) Content copying or extraction.

4) Extraction for Access.

5) Commenting.

6) Fitting for form fields.

7) Signing.

8) Creation of duplicate information.

5. The PDF files shall be set up to print legibly at either 8 ½-inch by 11-inch, 11-inch by 17-inch, or 22-inch by 34-inch paper sizes. No other page sizes will be accepted.

6. Where product data from a manufacturer is submitted, clearly mark which model is proposed, with complete pertinent data capacities, dimensions, clearances, diagrams, controls, connections, anchorage, and supports.

7. Present a sufficient level of detail for assessment of compliance with the Contract Documents.

8. Numbering

   a. Assign to each submittal a unique number.

   b. Number the submittals sequentially, with the submittal numbers clearly noted on the transmittal.

   c. Assign original submittals a numeric submittal number followed by a letter of the alphabet in order to distinguish between the original submittal and each resubmittal: For example, if submittal "25-A" requires a resubmittal, the first resubmittal will bear the designation "25-B" and the second resubmittal will bear the designation "25-C," and so on.

G. Disorganized submittals that do not meet the requirements of the Contract Documents will be returned without review.

H. ENGINEER's Review

1. Except as otherwise indicated, the ENGINEER will return prints of each submittal to the CONTRACTOR with comments noted thereon, within 10 working days following receipt by the ENGINEER.

2. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the first resubmittal on an item.

3. The OWNER reserves the right to withhold monies due to the CONTRACTOR to cover additional costs of the ENGINEER's review beyond the first resubmittal.

4. The ENGINEER'S maximum review period for each submittal or resubmittal will be 10 Days; thus, for a submittal that requires 2 resubmittals before it is complete, the maximum review period could be 20 Days.

I. If a submittal is returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision and resubmission will not be required.

J. If a submittal is returned marked "MAKE CORRECTIONS NOTED," the CONTRACTOR shall make the corrections on the submittal, but formal revision and resubmission will not be required.

K. Resubmittals

1. If a submittal is returned marked "AMEND-RESUBMIT," the CONTRACTOR shall revise the submittal and resubmit the required number of copies.

2. Resubmittal of portions of multi-page or multi-drawing submittals will not be accepted: For example, if a Shop Drawing submittal consisting of 10 drawings contains one drawing noted as "AMEND-RESUBMIT," the submittal as a whole is deemed "AMEND-RESUBMIT," and 10 drawings are required to be resubmitted.

3. Every change from a submittal to a resubmittal or from a resubmittal to a subsequent resubmittal shall be identified in a cover letter. The cover letter shall indicate a specific, line-item response to each comment from the previous submittal, along with an indication of which page(s) the revised information can be found.

L. Rejected Submittals

1. If a submittal is returned marked "REJECTED-RESUBMIT," it shall mean either that the proposed material or product does not satisfy the specification, the submittal is so incomplete that it cannot be reviewed, or is a substitution request not submitted in accordance with Section 01 60 00 – Products, Materials, Equipment, and Substitutions.

2. In the first 2 cases, the CONTRACTOR shall prepare a new submittal and shall submit the required number of copies.

3. In the latter case, the CONTRACTOR shall submit the substitution request according to the requirements of Section 01 60 00 – Products, Materials, Equipment, and Substitutions.

4. The resubmittal of rejected portions of a previous submittal will not be accepted.

M. The fabrication of an item may commence only after the ENGINEER has reviewed the pertinent submittals and returned copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

N. Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as changes to the contract requirements.

O. Review by CONTRACTOR

1. Submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER.

2. Each submittal shall be dated and signed by the CONTRACTOR as being correct and in strict conformance with the Contract Documents.

3. In the case of Shop Drawings, each sheet shall be so dated and signed.

4. Any deviations from the Contract Documents shall be noted on the transmittal sheet.

5. The ENGINEER will only review submittals that have been so verified by the CONTRACTOR.

6. Non-verified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

P. Conformance

1. Corrections or comments made on the CONTRACTOR's Shop Drawings during review shall not relieve the CONTRACTOR from compliance with Contract Drawings and Specifications.

2. A lack of comments made on the CONTRACTOR’s Shop Drawings during review shall not relieve the CONTRACTOR from compliance with Contract Drawings and Specifications.

3. Review is for conformance to the design concept and general compliance with the Contract Documents only.

4. The CONTRACTOR shall be responsible for confirming and correlating quantities and dimensions, fabrication processes and techniques, coordinating WORK with the trades, and satisfactory and safe performance of the WORK.

1.4 AS-BUILT DRAWINGS

A. As-built Drawings

1. CONTRACTOR shall prepare a marked up version of the contract drawings to document the as-built conditions. maintain a Bluebeam Studio session to track as-builts as the project progresses. This shall be continuously maintained by the CONTRACTOR.

2. In the as-builts, mark every project condition, location, configuration, and any other change or deviation which may differ from the Contract Drawings at the time of award, including buried or concealed construction and utility features that are revealed during the course of construction.

3. Supplement the as-built drawings by any detailed sketches as necessary or as directed, in order to fully indicate the WORK as actually constructed.

4. The as-built drawings are the CONTRACTOR's representation of as-built conditions, shall include revisions made by addenda and change orders, and shall be maintained up-to-date during the progress of the WORK.

5. Notes shall identify relevant Change Orders by number and date.

B. In the case of those drawings that depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, update the as-built drawings by indicating those portions which are superseded by Change Order drawings or final Shop Drawings, and by including appropriate reference information describing the Change Orders by number and the Shop Drawings by manufacturer, drawing, and revision numbers.

C. Final Payment

1. Final payment will not be acted upon until the as-built drawings have been completed and final updated are provided to the ENGINEER.

D. Information submitted by the CONTRACTOR will be assumed to be correct, and the CONTRACTOR shall be responsible for the accuracy of such information

1.5 INFORMATIONAL AND QUALITY CONTROL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. CONTRACTOR shall make informational and quality control submittals using a web based construction document management system.

2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Include the signature of an officer or other individual authorized to sign documents on behalf of that entity for certificates and certifications.

3. Test and Inspection Reports: Comply with requirements specified in Section 01 45 00 - Quality Control.

B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of engineers, architects, and owners, and other information specified.

C. Qualification data shall be submitted 30 Days prior to delivery of each item to the Site.

D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents. Submittals shall include ready mix delivery tickets.

I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

K. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

L. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

M. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

N. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

O. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment.

P. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, used for calculations. Include page numbers.

Q. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for delivery, storage,

assembly, installation, start-up, adjustment, and finishing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

R. Installation instructions shall be submitted 30 Days prior to delivery of each item to the Site.

S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Statement on condition of substrates and their acceptability for installation of product.

2. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

3. Results of operational and other tests and a statement of whether observed performance complies with requirements.

T. Confined Space Entry Training Certificates: Provide certification that CONTRACTOR and SUBCONTRACTORS personnel have completed OSHA certified confined space entry training. Certification may be in the form of a letter from the CONTRACTOR/SUBCONTRACTOR or from the training facility, or certificates.

U. Fabrication and Installation Drawings: Submit drawings for ENGINEER or OWNER benefit for the limited purpose of assessing conformance with information given and design concept expressed in Contract Documents and for record drawing purposes.

1. Data indicating inappropriate or unacceptable Work may be subject to action by ENGINEER or OWNER.

V. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, and term of the coverage.

W. The ENGINEER will record the date that a QC submittal was received and review it for compliance with submittal requirements, but the review procedures above for Shop Drawings and samples will not apply.

1.6 REIMBURSEMENT OF ENGINEERING COSTS

A. The OWNER's budget for the ENGINEER for the work of this Contract is based on the routine duties of the ENGINEER as generally indicated in the Specifications. Certain actions or lack of actions on the part of the CONTRACTOR may necessitate additional effort on the part of the ENGINEER and, hence, result in OWNER costs for engineering above and beyond the costs for routine engineering services. Refer to OWNER Contract for further definition regarding CONTRACTOR's responsibility to pay to the OWNER reasonable costs of such additional effort which shall include but is not limited to the following:

1. Review of shop drawings or working drawings beyond the second submittal.

2. Actions related to CONTRACTOR requests for deviations or substitutions from the Contract requirements for the CONTRACTOR's benefit or preference.

3. Inspections, investigations, research, and communications relating to construction deviations, errors, or contravention of Contract requirements.

4. Inspections of suppliers where deviations from the accepted shop drawings or Contract requirements are found to be taking place or to have taken place.

5. Any other circumstances where the CONTRACTOR's action or lack of action results in unnecessary additional engineering costs to the OWNER.

B. The ENGINEER will notify the CONTRACTOR in writing when one of the above circumstances exists for which reimbursement of engineering costs is required. The ENGINEER, with OWNER consultation, will be the sole judge of when such circumstances exist and the level of effort involved.

C. The standard reimbursement rate will be based on ENGINEER's rates at that time plus any travel or other direct costs incurred. See OWNER Contract for further definition.

1.7 CONSTRUCTION PHOTOGRAPHS AND FINAL INSTALLATION VIDEO

A. General

1. Furnish construction photographs showing the progress of the WORK.

2. Furnish final installation video after tank is refilled.

3. Photographs shall be captured digitally, with a minimum resolution of 1200 × 1600 pixels.

4. Photograph submittals shall include a table listing the filename of each photograph, the date of photographing, a short description of what is in the photograph, and the direction the camera is facing.

B. Progress Photos

1. Starting when the WORK begins and continuing for as long as the WORK is in progress, take not less than 24 exposures per month, consisting of different subjects or angles or view at different locations of progress on the Site.

2. Submit electronic files and prints (3" × 5" image on letter-sized photograph-quality paper) with monthly progress report.

3. The prints and electronic files shall become sole property of City of Arvada upon submittal by the Contractor.

C. Final Installation Video After Tank is Refilled

1. Once the tank has been refilled, furnish installation video showing the completed baffle installation.

2. The electronic files shall become sole property of City of Arvada upon submittal by the Contractor.

SECTION 01 33 17 – STRUCTURAL DESIGN, SUPPORT AND ANCHORAGE

PART 1 -- GENERAL

1.01 SUMMARY

A. The Contractor shall provide calculations and details for structural and non-structural components, supports, and anchorages as required by the Contract Documents and the 2018 IBC. The Contractor shall furnish and install all such structural and non-structural components, supports, and anchorages in accordance with the calculations and details.

B. The Contractor shall provide calculations and details for structures and non-building structures, supports, and anchorages as required by the Contract Documents and the 2018 IBC. The Contractor shall furnish and install all such structures and non-building structures, supports, and anchorages in accordance with the calculations and details.

C. Where a conflict exists between the requirements of the Contract Documents and the 2018 IBC, the more stringent requirement shall apply.

D. Design parameters used to determine Seismic design forces shall be as listed herein.

1.02 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Reference Specifications

01 33 00	Contractor Submittals
05 05 19	Post Installed Concrete Anchors
13 38 00	Fabric Baffles

B. The edition of the standards applicable to the Work shall be those editions referenced by the 2018 International Building Code (IBC). If the standard is not referenced by the IBC, nor an IBC-referenced standard listed below, the edition of the standard applicable to the Work shall be the edition in effect on the date of signing and sealing of the contract specifications.

IBC	2018 International Building Code
American Society of Civil Engineers (ASCE)	
ASCE 7 -16	Minimum Design Loads and Associated Criteria for Buildings and Other Structures.
American Concrete Institute (ACI)	
ACI 318	Building Code Requirements for Structural Concrete (2014 edition)
ACI 350.3	Seismic Design of Liquid-Containing Concrete Structures and Commentary (2006 Edition)

1.03 CONTRACTOR SUBMITTALS

1.04 Furnish submittals in accordance with Section 01 33 00 – Submittal Procedures.

1. Calculations and Details

2. Calculations and details are considered a Deferred Submittal as defined in the IBC.

3. Calculations and details shall be complete, accurate, and in accordance with the requirements of the IBC and ASCE 7 and shall be signed and sealed by a Professional Engineer registered in the State of Colorado.

4. Calculations shall be clear and concise and shall substantiate a complete load path from the component or equipment being anchored into the supporting structure or foundation.

5. The calculations and details shall demonstrate a complete lateral and vertical load path and shall clearly indicate all forces imposed on the supporting structure.

6. When the Contract Documents require the Contractor to design structures or structural components, calculations and details for those structures and structural components, and their supports, anchorages, and attachments, are required.

7. When computer generated calculations and analyses are included as part (or as the whole) of the calculations, the calculations shall include, but not be limited to, the following: derivations of all input parameters; clear indication of the applicable load combinations and building code equations; diagrams of all members, geometry, loads, forces, reactions and deflections, for all components and connections; and output results demonstrating all stress, force, deflection and other Contract Document and building code requirements have been satisfied.

8. All calculations associated with anchorage into concrete shall be done using Strength Level forces and shall be in accordance with the applicable provisions of ACI 318.

9. Refer to Part 2 below for additional requirements.

1.05 SEISMIC DESIGN CRITERIA

1.06 Design Requirements

1. Design Parameters:

   a. Risk Category: III

   b. Seismic Design Category: B

   c. Mapped MCE_R, 5% damped spectral response acceleration parameter at short periods: $S_S = 0.24$

   d. Mapped MCE_R, 5% damped spectral response acceleration parameter at a period of 1-second: $S_1 = 0.062$

   e. Site Class: D

   f. Design, 5% damped spectral response acceleration parameter at short periods: $S_{DS} = 0.256$

   g. Design, 5% damped spectral response acceleration parameter at a period of 1-second: $S_{D1} = 0.1$

PART 2 -- PRODUCTS

2.01 GENERAL

A. Anchors – General

1. Post-installed anchors in concrete shall be in accordance with Section 05 05 19 – Post Installed Concrete Anchors.

2. The Contractor shall determine the size, type, capacity, location, and other placement requirements of anchorage elements. Anchoring methods and leveling criteria in the manufacturer's literature shall be followed. Submit methods and criteria with the calculations and details.

3. Anchor bolt calculations shall clearly show that the capacity of the anchor and the capacity of the concrete that the anchor is embedded in are adequate to resist all applicable load combinations, including seismic loads.

   a. The design of anchors resisting seismic forces shall satisfy the ductility requirements stated in the IBC, ASCE 7, and ACI 318.

4. Reduction factors associated with edge distance, embed length, grout and base plate thickness, and bolt spacing shall all be considered and based on the actual dimensions of the concrete or masonry that resists the anchorage forces.

5. Anchor bolt details shall include required bolt diameter, embed, spacing, and edge distances.

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 35 22 – HEALTH, SAFETY, AND ENVIRONMENTAL PLANS

PART 1 – GENERAL

1.1 THE SUMMARY

A. Section includes: Development and maintenance of a Construction Health and Safety Plan.

B. The CONTRACTOR shall at all times comply with the OWNER's Contractor Minimum Safety Requirements, as provided in the OWNER's Contract.

1.2 REFERENCES

A. National Fire Protection Association (NFPA):

1. 70E - Standard for Electrical Safety in the Workplace.

B. Occupational Safety and Health Standards (OSHA).

1.3 SUBMITTALS

A. Site Specific Health and Safety Plan:

1. Prepare and submit a Site Specific Health and Safety Plan as described in this Section with the Preconstruction Conference materials described in Section 01 33 00 – Contractor Submittals.

2. Submit updated Site Health and Specific Safety Plan on a monthly basis with Application for Payment.

3. Submit Site Specific Health and Safety Plan submittals to OWNER.

4. The OWNER will not approve the submittal, but may provide comment.

5. Submittal of the Site Specific Health and Safety Plan and acknowledgement by the OWNER is a condition precedent to the issuance of any payment under this Contract.

B. Contractor Minimum Safety Requirements:

1. Detail the Contractor Minimum Safety Requirements Document to comply with the requirements defined in the Agreement for the duration of the Contract Times. Methods and procedures must also comply with the OWNER's Safety Plan. Include the following at a minimum:

a. Identification of the Certified or Licensed Safety Consultant who will prepare, initiate, maintain and supervise safety programs, and procedures.

b. Procedures for providing workers with an awareness of safety and health hazards expected to be encountered in the course of construction.

c. Safety equipment appropriate to the safety and health hazards expected to be encountered during construction. Include warning devices, barricades, safety equipment in public right-of-way and protected areas, safety equipment used in

multi-level structures, personal protective equipment (PPE) as required by NFPA 70E.

d. Methods for minimizing employees' exposure to safety and health hazards expected during construction.

e. Procedures for reporting safety or health hazards.

f. Procedures to follow to correct a recognized safety and health hazard.

g. Procedures for investigation of accidents, injuries, illnesses, and unusual events that have occurred at the construction site.

h. Periodic and scheduled inspections of general work areas and specific workstations.

i. Training for employees and workers at the jobsite.

j. Methods of communication of safe working conditions, work practices and required personal protection equipment.

2. Assume responsibility for every aspect of Health and Safety on the jobsite, including the health and safety of subcontractors, suppliers, and other persons on the jobsite:

a. Forward available information and reports to the Safety Consultant who shall make the necessary recommendations concerning worker health and safety at the jobsite.

b. Employ additional health and safety measures specified by the Safety Consultant, as necessary, for workers in accordance with OSHA guidelines.

C. CONTRACTOR shall develop and maintain, for the duration of the work, a safety program that will effectively implement required safety provisions. Appoint a Site Health and Safety Officer qualified to supervise and enforce compliance with the safety program. Maintain at the jobsite, safety equipment applicable to the Work, including articles necessary for administering first-aid to the injured, and establish a procedure for the immediate removal to a hospital or a doctor’s care of any person (including Non-CONTRACTOR’s personnel) who may be injured on the jobsite.

D. CONTRACTOR shall comply with applicable safety codes, ordinances, and statutes, and bear sole responsibility for the penalties imposed for noncompliance.

E. Transmit to OWNER copies of reports and other documents related to accidents or injuries encountered during construction.

F. Provide Material Safety Data Sheets (SDS) for all chemicals brought to or stored at the site.

1.4 OPERATING FACILITY

A. The Ralston WTP is an operating facility that will remain in operation throughout construction except as described in Section 01 14 00 Construction Constraints and is critical to the potable water system for the City of Arvada. As such, chemical piping and electrical ductbank will remain active in areas within and around the WORK.

1. The OWNER will provide the CONTRACTOR with SDS's for all chemicals within the existing facility applicable to the CONTRACTOR's work area, which shall be incorporated into the CONTRACTOR's Site Specific Health and Safety Plan.

2. The CONTRACTOR shall make every effort to protect all existing electrical infrastructure and maintain power to the existing facility.

3. The CONTRACTOR shall make every effort to protect all active pipelines (including, but not limited to raw water, settled water, finished water, backwash water waste washwater, solids pipelines, drain, chemical, and sample lines) to maintain functional water treatment processes at the existing facility.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 HAZARDOUS MATERIALS MANAGEMENT

A. Comply with regulations relating to the handling, storage, transportation and spill/ release response and reporting of hazardous materials as set forth by OSHA (Emergency and Spill Response Planning), DOT (Transportation of Hazardous Materials), EPA (Management of Hazardous Materials and Waste) and NRC (Notification of Unplanned Spills and/or Releases) regulations; as applicable. Compliance includes, but is not limited to adhering to proper storage containers, secondary containment, access control, security, signage, release response and reporting, labeling, placarding, manifesting, transporting, and disposal.

B. Prepare and implement Health, Safety, and Environmental Plans, including hazardous material management, in compliance with Federal, State, and Local regulations prior to mobilizing onsite for Project construction. Prepare and implement a Hazardous Materials Management Plan that meets OWNER's requirements. Include procedures for the following in this Plan:

1. Hazardous materials inventory that identifies potentially hazardous substances to be used on the job site. Include copies of Safety Data Sheets in the Plan and make available at the job site.

2. Procedures for monitoring, identifying, and recognizing unanticipated suspect hazardous substances that may be encountered during the course of construction.

3. Procedures to address worker protection and public safety requirements as specified in this specification.

4. General process for communication with the OWNER that shall be followed when unknown hazardous substances are encountered during construction activities.

5. Onsite management of hazardous waste and petroleum contaminated soils; if encountered.

C. The CONTRACTOR's Safety Representative shall perform regular audits on the control and management of hazardous materials to:

1. Identify any deficiencies and establish and implement necessary corrective actions. Activities related to hazardous materials management shall be included in the daily reports.

2. Inspect the ground surface for any evidence of incidental spills or releases of petroleum and/or hazardous substances. Evidence includes, but not limited to, soil staining, unusual odors or colors. Immediately notify the OWNER of any spill or release of hazardous materials and/or petroleum products identified.

- END OF SECTION -

SECTION 01 42 19 - REFERENCE STANDARDS

PART 1 - GENERAL

1.1 THE SUMMARY

A. Titles of Sections and Paragraphs: Titles and subtitles accompanying specification sections and paragraphs are for convenience and reference only and do not form a part of the Specifications.

B. Applicable Publications: Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is indicated, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Contract is advertised for Bids shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth in the Specifications or shown on the Drawings will be waived because of any provision of or omission from said standards or requirements.

C. Specialists, Assignments: In certain instances, specification text requires (or implies) that specific WORK is to be assigned to specialists or expert entities who must be engaged to perform that WORK. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the WORK; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of WORK is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of Contract requirements remains with the CONTRACTOR.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. The CONTRACTOR shall construct the WORK in accordance with the Contract Documents and the referenced portions of those referenced codes, standards, and specifications.

B. References to "Building Code" or International Building Code" shall mean International Building Code of the International Code Council (ICC) as amended by the local jurisdiction. Similarly, references to "Mechanical Code" or "Uniform Mechanical Code," "Plumbing Code" or "Uniform Plumbing Code," "Fire Code" or "Uniform Fire Code," shall mean Uniform Mechanical Code, Uniform Plumbing Code and Uniform Fire Code of the International Association of Plumbing and Mechanical Officials (IAPMO) as amended by the local jursidiction. "Electric Code" or "National Electric Code (NEC)" shall mean the National Electric Code of the National Fire Protection Association (NFPA). The latest edition of the codes as approved by the Municipal Code and used by the local agency as of the date that the WORK is advertised for Bids shall apply to the WORK herein, including all addenda, modifications, amendments, or other lawful changes thereto.

C. In case of conflict between codes, reference standards, drawings, and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought

to the attention of the ENGINEER for clarification and direction prior to ordering or providing any materials or furnishing labor. The CONTRACTOR shall bid for the most stringent requirements.

D. References to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

E. References to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

1.3 REGULATIONS RELATED TO HAZARDOUS MATERIALS

A. The CONTRACTOR shall be responsible that all WORK included in the Contract Documents, regardless if indicated or not, shall comply with all EPA, OSHA, RCRA, NFPA, and any other federal, state, and local regulations governing the storage and conveyance of hazardous materials, including petroleum products.

B. Where no specific regulations exist and the OWNER has not waived the requirement in writing, chemical, hazardous, and petroleum product piping and storage in underground locations shall be double containment piping and tanks or be installed in separate concrete trenches and vaults with an approved lining that cannot be penetrated by the chemicals.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 45 00 - QUALITY CONTROL

PART 1 -- GENERAL

1.1 DEFINITION

A. Specific quality control requirements for the WORK are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the WORK beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.

1.2 INSPECTION AT PLACE OF MANUFACTURE

A. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the ENGINEER at the place of manufacture.

B. The presence of the ENGINEER at the place of manufacturer, however, shall not relieve the CONTRACTOR of the responsibility for providing products, materials, and equipment which comply with all requirements of the Contract Documents. Compliance is a duty of the CONTRACTOR, and said duty shall not be avoided by any act or omission on the part of the ENGINEER.

1.3 SAMPLING AND TESTING

A. Unless otherwise indicated, all sampling and testing will be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered; however, the OWNER reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the ENGINEER will assure the OWNER that the quality of the workmanship is in full accord with the Contract Documents.

B. Any waiver by the OWNER of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the testing or other quality assurance requirements originally indicated, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial WORK, shall not be construed as a waiver of any requirements of the Contract Documents.

C. Notwithstanding the existence of such waiver, the ENGINEER reserves the right to make independent investigations and tests, and failure of any portion of the WORK to meet any of the requirements of the Contract Documents, shall be reasonable cause for the ENGINEER to require the removal or correction and reconstruction of any such WORK in accordance with the General Conditions.

1.4 INSPECTION AND TESTING SERVICE

A. Inspection and testing laboratory service shall comply with the following:

1. Unless indicated otherwise by the Technical Specifications, the OWNER will appoint, employ, and pay for services of an independent firm to perform inspection and testing or will perform inspection and testing itself.

2. The OWNER or independent firm will perform inspections, testings, and other services as required by the ENGINEER under Paragraph 1.3C above.

3. Reports of testing, regardless of whether the testing was the OWNER'S or the CONTRACTOR'S responsibility, will be submitted to the ENGINEER in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

4. The CONTRACTOR shall cooperate with the OWNER or independent firm and furnish samples of materials, design mix, equipment, tools, storage, and assistance as requested.

5. The CONTRACTOR shall notify ENGINEER 24 hours prior to the expected time for operations requiring inspection and laboratory testing services.

6. Retesting required because of non-conformance to requirements shall be performed by the same independent firm on instructions by the ENGINEER. The CONTRACTOR shall bear all costs from such retesting.

7. For samples and tests required for CONTRACTOR'S use, the CONTRACTOR shall make arrangements with an independent firm for payment and scheduling of testing. The cost of sampling and testing for the CONTRACTOR'S use shall be the CONTRACTOR'S responsibility.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.1 INSTALLATION

A. Inspection: The CONTRACTOR shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation, and reject damaged and defective items.

B. Measurements: The CONTRACTOR shall verify measurements and dimensions of the WORK, as an integral step of starting each installation.

C. Manufacturer's Instructions: Where installations include manufactured products, the CONTRACTOR shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.

END OF SECTION

SECTION 01 50 00 – MOBILIZATION

PART 1 -- GENERAL

1.1 THE SUMMARY

A. CONTRACTOR shall mobilize as required for the proper performance and completion of the WORK and in accordance with the Contract Documents.

B. Mobilization shall include at least the following items:

1. Moving onto the Site of CONTRACTOR's equipment necessary for the first month of operations.

2. Installing temporary construction power, wiring, and lighting facilities.

3. Developing construction water supply.

4. Providing on-site sanitary facilities and potable water facilities as specified.

5. Arranging for and erection of CONTRACTOR's WORK and storage yards, employee parking facilities, temporary site fencing, and entrance roads, as required.

6. Having OSHA required notices and establishing fire protection plan and safety programs.

7. Having the CONTRACTOR's superintendent at the Site full time.

8. Obtaining all required permits, licenses, and fees.

9. Submitting initial submittals.

10. Initial general condition items.

    a. Bonds, insurance, including subcontractor insurance and bonds.

    b. Moving in equipment.

    c. Project sign(s).

    d. Preparing approved preconstruction documentation including, but not limited to Site Specific Safety Plan, Baseline Schedule, necessary submittals, permit approvals, and CONTRACTOR'S Quality Control Plan.

    e. Other required preconstruction tasks as the CONTRACTOR'S onsite construction operations begin.

11. Submittal of standardized traffic maintenance and control plans.

12. Provide and erect all project signs.

1.2 PAYMENT FOR MOBILIZATION

A. Payment for mobilization shall be in accordance with City of Arvada Engineering Code of Standards and Specifications Section 1124.00.

B. Furnish data and documentation to substantiate the amounts claimed under mobilization.

C. Limit price for mobilization to no more than 5 percent of Contract Price.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -

SECTION 01 50 10 - PROTECTION OF EXISTING FACILITIES

PART 1 -- GENERAL

1.1 GENERAL

A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than prior to such damage or temporary relocation, all in accordance with the Contract Documents.

1.2 RIGHTS-OF-WAY

A. The CONTRACTOR shall not do any WORK that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall the CONTRACTOR enter upon the rights-of-way involved until notified that the OWNER has secured authority therefor from the proper party.

B. After authority has been obtained, the CONTRACTOR shall give said party due notice of its intention to begin work, if required by said party, and shall remove, shore, support, or otherwise protect such pipeline, transmission line, ditch, fence, or structure, or replace the same.

1.3 PROTECTION OF STREET OR ROADWAY MARKERS

A. The CONTRACTOR shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced. Survey markers or points disturbed by the CONTRACTOR shall be accurately restored after street or roadway resurfacing has been completed.

1.4 RESTORATION OF PAVEMENT

A. General: All paved areas including asphaltic concrete berms cut or damaged during construction shall be replaced with similar materials of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. The pavement restoration requirement to match existing sections shall apply to all components of existing sections, including sub-base, base, and pavement. Temporary and permanent pavement shall conform to the requirements of the affected pavement owner. Pavements which are subject to partial removal shall be neatly saw cut in straight lines.

B. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.

C. Permanent Resurfacing: In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be

trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.

D. Restoration of Sidewalks or Private Driveways: Wherever sidewalks or private roads have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions. If no such period of time is so fixed, the CONTRACTOR shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.

1.5 PROTECTION OF BYPASS LINE

A. CONTRACTOR shall not operate heavy construction equipment above the buried bypass line. CONTRACTOR shall confirm location of bypass line with OWNER prior to heavy equipment being brought onsite.

1.6 EXISTING UTILITIES AND IMPROVEMENTS

A. General: The CONTRACTOR shall protect underground Utilities and other improvements which may be impaired during construction operations, regardless of whether or not the Utilities are indicated on the Drawings. The CONTRACTOR shall take all possible precautions for the protection of unforeseen Utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

B. Except where the Drawings indicate Utilities have been field located during design or certain Utility locations shall be exposed as part of the WORK, the CONTRACTOR shall be responsible for exploratory excavations as it deems necessary to determine the exact locations and depths of Utilities which may interfere with its work. All such exploratory excavations shall be performed as soon as practicable after Notice to Proceed and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's progress. When such exploratory excavations show the Utility location as shown on the Drawings to be in error, the CONTRACTOR shall so notify the ENGINEER.

C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the Utility.

D. Utilities to be Moved: In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the CONTRACTOR, be notified by the OWNER to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the ENGINEER a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.

E. Utilities to be Removed: Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing Utility or other improvement which is indicated, the CONTRACTOR shall remove and, without unnecessary delay, temporarily replace or relocate such Utility or improvement in a manner satisfactory to the ENGINEER and the owner of the facility. In all cases of such temporary removal or relocation, restoration to the former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the Utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.

F. OWNER's Right of Access: The right is reserved to the OWNER and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the WORK of this Contract.

G. Underground Utilities Indicated: Existing Utility lines that are indicated or the locations of which are made known to the CONTRACTOR prior to excavation and that are to be retained, and all Utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the CONTRACTOR, unless otherwise repaired by the owner of the damaged Utility. If the owner of the damaged facility performs its own repairs, the CONTRACTOR shall reimburse said owner for the costs of repair.

H. Underground Utilities Not Indicated: In the event that the CONTRACTOR damages existing Utility lines that are not indicated or the locations of which are not made known to the CONTRACTOR prior to excavation, a verbal report of such damage shall be made immediately to the ENGINEER and a written report thereof shall be made promptly thereafter. The ENGINEER will immediately notify the owner of the damaged Utility. If the ENGINEER is not immediately available, the CONTRACTOR shall notify the Utility owner of the damage. If directed by the ENGINEER, repairs shall be made by the CONTRACTOR under the provisions for changes and extra work contained in Articles 10, 11, and 12 of the General Conditions.

I. Costs of locating and repairing damage not due to failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such Utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the WORK which was interrupted or idled by removal or relocation of such Utility facilities, and which was necessarily idled during such work will be paid for as extra work in accordance with the provisions of Articles 10, 11, and 12 of the General Conditions.

J. Approval of Repairs: All repairs to a damaged Utility or improvement are subject to inspection and approval by an authorized representative of the Utility or improvement owner before being concealed by backfill or other work.

K. Maintaining in Service: Unless indicated otherwise, oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the ENGINEER are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The CONTRACTOR shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.7 TREES OR SHRUBS WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS

A. General: Except where trees or shrubs are indicated to be removed, the CONTRACTOR shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the jurisdictional agency or OWNER. Existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the

CONTRACTOR or a certified tree company under permit from the jurisdictional agency and/or the OWNER. Tree trimming and replacement shall be accomplished in accordance with the following paragraphs.

B. Trimming: Symmetry of the tree shall be preserved; no stubs or splits or torn branches left; clean cuts shall be made close to the trunk or large branch. Spikes shall not be used for climbing live trees. Cuts over 1-1/2 inches in diameter shall be coated with a tree paint product that is waterproof, adhesive, and elastic, and free from kerosenes, coal tar, creosote, or other material injurious to the life of the tree.

C. Replacement: The CONTRACTOR shall immediately notify the jurisdictional agency and/or the OWNER if any tree or shrub is damaged by the CONTRACTOR's operations. If, in the opinion of said agency or the OWNER, the damage is such that replacement is necessary, the CONTRACTOR shall replace the tree or shrub at its own expense. The tree or shrub shall be of a like size and variety as the one damaged, or, if of a smaller size, the CONTRACTOR shall pay to the owner of said tree a compensatory payment acceptable to the tree or shrub owner, subject to the approval of the jurisdictional agency or OWNER. The size of the tree or shrub shall be not less than 1-inch diameter nor less than 6 feet in height. Planting of replacement trees and shrubs shall be in accordance with Section 32 93 00 – Landscaping . Unless otherwise indicated, the CONTRACTOR shall water and maintain the replacement trees and shrubs for 6 months after planting.

1.8 LAWN AND PLANTING AREAS

A. Lawn or planting areas damaged during construction shall be repaired to match the pre-construction condition to the satisfaction of the land owner and the OWNER.

1.9 FENCING

A. CONTRACTOR shall not remove existing fencing without prior authorization. Fencing required to be removed for construction access shall be reinstalled to match the pre-construction condition to the satisfaction of the OWNER.

1.10 NOTIFICATION BY THE CONTRACTOR

A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way, the CONTRACTOR shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than 3 days nor more than 7 days prior to excavation so that a representative of said owners or agencies can be present during such work if they so desire.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 57 19 – TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 -- GENERAL

1.1 SUMMARY

A. Sections includes requirements for water, dust, noise, pest and pollution controls at the Site.

1.2 WATER CONTROL

A. Protect site from water collecting in puddles and from running water. Provide water barriers as required to protect site from soil erosion.

B. Maintain all site drainage ways, gutters, catch basins, storm drains, storm water piping free from obstruction and debris at all times.

1.3 DUST CONTROL

A. Execute Work by methods to minimize raising dust from construction operations. Earth surfaces exposed to dusting shall be kept moist with water or by application of a chemical dust suppressant meeting OWNER, State, and Local environmental requirements. Material stockpiles and materials in transit must be covered to prevent spreading or blowing dust and debris.

B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

C. Buildings or operating facilities that may be affected adversely by dust shall be adequately protected. Machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screen. Proper ventilation shall be included with dust screen.

D. Provide washing and street sweeping of all paved roads used for construction access as needed, if required by OWNER.

E. Provide rock tracking pads, at locations where construction vehicles may leave the site.

F. The CONTRACTOR shall submit a Fugitive Dust Control Plan, as required by the Colorado Department of Health and Environment (CDPHE) and obtain approval from CDPHE prior to construction.

1.4 NOISE CONTROL

A. The CONTRACTOR shall make every effort to minimize noise caused by their operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise and in compliance with OWNER, local, State and Federal regulations.

1.5 PEST CONTROL

A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work and infestation at OWNER's site.

B. Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.6 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, groundwater, surface water, and atmosphere from discharge of pollutants, contaminants, hazardous substances, fuel and other hydrocarbon leaks from construction related storage tanks and containers.

B. Comply with all applicable pollution and environmental control regulations and requirements of authorities having jurisdiction.

C. Comply with all Laws and Regulations regarding protection of the environment, including but not limited to obtaining any applicable permits and developing any required management plans.

D. Provide the necessary means to protect the environment from spills of any pollutant or hazardous substance. Notify OWNER and ENGINEER immediately in the event that any pollutants are discharged to the environment while conducting activities associated with the Work.

E. Notify OWNER and ENGINEER immediately in the event that hazardous or non-hazardous substances are discharged to the environment while conducting activities associated with the work.

1.7 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, and materials prior to Substantial Completion inspection.

B. Remove underground installations to minimum depth of 2 feet. Grade site as indicated on Drawings.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.8 FIRE PREVENTION

A. Comply with OSHA Regulation 29 CFR Part 1926.352 Fire Prevention.

B. Prepare and submit for approval by the OWNER a fire prevention plan describing procedures to be followed when performing Work involving an open flame or generating an arc or heat in sufficient quantity as to provide an ignition source for a flammable/combustible liquid, solid, or gaseous material in the vicinity of the work area.

C. Implement approved plan for all applicable Work.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -

SECTION 01 60 00 - PRODUCTS, MATERIALS, EQUIPMENT, AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 DEFINITIONS

A. The word "Products," as used in the Contract Documents, is defined to include purchased items for incorporation into the WORK, regardless of whether specifically purchased for the project or taken from CONTRACTOR's stock of previously purchased products. The word "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form WORK. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, and other like items). Definitions in this paragraph are not intended to negate the meaning of other terms used in the Contract Documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

B. Neither "Products" nor "Materials" nor "Equipment" includes machinery and equipment used for preparation, fabrication, conveying, and erection of the WORK.

1.2 QUALITY ASSURANCE

A. Source Limitations: To the greatest extent possible for each unit of WORK, the CONTRACTOR shall provide products, materials, and equipment of a singular generic kind from a single source.

B. Compatibility of Options: Where more than one choice is available as options for CONTRACTOR's selection of a product, material, or equipment, the CONTRACTOR shall select an option which is compatible with other products, materials, or equipment. Compatibility is a basic general requirement of product, material and equipment selections.

1.3 PRODUCT DELIVERY AND STORAGE

A. The CONTRACTOR shall deliver and store the WORK in accordance with manufacturer's written recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Site and overcrowding of construction spaces. In particular, the CONTRACTOR shall ensure coordination to ensure minimum holding or storage times for flammable, hazardous, easily damaged, or sensitive materials to deterioration, theft, and other sources of loss.

1.4 TRANSPORTATION AND HANDLING

A. Products shall be transported by methods to avoid damage and shall be delivered in undamaged condition in manufacturer's unopened containers and packaging.

B. The CONTRACTOR shall provide equipment and personnel to handle products, materials, and equipment [including those furnished by OWNER,] by methods to prevent soiling and damage.

C. The CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

1.5 STORAGE AND PROTECTION

A. Products shall be stored in accordance with manufacturer's written instructions and with seals and labels intact and legible. Sensitive products shall be stored in weather-tight climate controlled enclosures and temperature and humidity ranges shall be maintained within tolerances required by manufacturer's recommendations.

B. For exterior storage of fabricated products, products shall be placed on sloped supports above ground. Products subject to deterioration shall be covered with impervious sheet covering and ventilation shall be provided to avoid condensation.

C. Storage shall be arranged to provide access for inspection. The CONTRACTOR shall periodically inspect to assure products are undamaged and are maintained under required conditions.

D. Storage shall be arranged in a manner to provide access for maintenance of stored items and for inspection.

1.6 MAINTENANCE OF PRODUCTS IN STORAGE

A. Stored products shall be periodically inspected on a scheduled basis. The CONTRACTOR shall maintain a log of inspections and shall make the log available on request.

B. The CONTRACTOR shall comply with manufacturer's product storage requirements and recommendations.

C. The CONTRACTOR shall maintain manufacturer-required environmental conditions continuously.

D. The CONTRACTOR shall ensure that surfaces of products exposed to the elements are not adversely affected and that weathering of finishes does not occur.

E. For mechanical and electrical equipment, the CONTRACTOR shall provide a copy of the manufacturer's service instructions with each item and the exterior of the package shall contain notice that instructions are included.

F. Products shall be serviced on a regularly scheduled basis, and a log of services shall be maintained and submitted as a record document prior to final acceptance by the OWNER in accordance with the Contract Documents.

1.7 PROPOSED SUBSTITUTIONS OR "OR-EQUAL" ITEM

A. Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular manufacturer, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words "or equal" indicating that a substitution is permitted, materials or equipment of other manufacturers may be accepted if sufficient information is submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named, subject to the following requirements:

1. The burden of proof as to the type, function, and quality of any such substitution product, material or equipment shall be upon the CONTRACTOR.

2. The ENGINEER will be the sole judge as to the type, function, and quality of any such substitution and the ENGINEER's decision shall be final.

3. The ENGINEER may require the CONTRACTOR to furnish additional data about the proposed substitution.

4. The OWNER may require the CONTRACTOR to furnish a special performance guarantee or other surety with respect to any substitution.

5. Acceptance by the ENGINEER of a substitution item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitution.

6. The CONTRACTOR shall pay all costs of implementing accepted substitutions, including redesign and changes to WORK necessary to accommodate the substitution.

B. The procedure for review by the ENGINEER will include the following:

1. If the CONTRACTOR wishes to provide a substitution item, the CONTRACTOR shall communicate the proposed substitution to the ENGINEER prior to the submission of the submittal.

2. The CONTRACTOR shall confirm that the proposed substitution meets the requirements stated herein.

3. The ENGINEER will evaluate each proposed substitution within a reasonable period of time.

4. As applicable, no shop drawing submittals shall be made for a substitution item nor shall any substitution item be ordered, installed, or utilized without the ENGINEER'S acceptance of the proposed substitution.

C. The CONTRACTOR's substitution request shall consider the following:

1. Whether the evaluation and acceptance of the proposed substitution will prejudice the CONTRACTOR's achievement of Substantial Completion on time.

2. Whether acceptance of the substitution for use in the WORK will require a change in any of the Contract Documents to adapt the design to the proposed substitution.

3. Whether incorporation or use of the substitution in connection with the WORK is subject to payment of any license fee or royalty.

4. Whether all variations of the proposed substitution from the items originally specified are identified.

5. Whether available maintenance, repair, and replacement service are indicated. The manufacturer shall have a local service agency (within 50 miles of the site) which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.

6. Whether an itemized estimate is included of all costs that will result directly or indirectly from acceptance of such substitution, including cost of redesign and claims of other contractors affected by the resulting change.

7. Whether the proposed substitute item meets or exceeds the experience and/or equivalency requirements listed in the appropriate technical specifications.

D. Without any increase in cost to the OWNER, the CONTRACTOR shall be responsible for and pay all costs in connection with proposed substitutions and of inspections and testing of equipment or materials submitted for review prior to the CONTRACTOR's purchase thereof for incorporation in the WORK, whether or not the ENGINEER accepts the proposed substitution or proposed equipment or material.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 74 10 - DISINFECTION OF CONCRETE WATER STRUCTURES

PART 1 - GENERAL

1.1 THE SUMMARY

A. The CONTRACTOR shall disinfect the 3.5 MG Tank in accordance with the Contract Documents.

B. The CONTRACTOR shall be responsible for obtaining permits for discharging excess testing and disinfection water and dechlorination of such water if required to satisfy permit limits.

C. The CONTRACTOR shall disinfect the 3.5 MG Tank before the tank is returned to service.

1.2 CONTRACTOR SUBMITTALS

A. Furnish submittals in accordance with Section 01 33 00 – Contractor Submittals.

B. Submittals shall include:

1. A disinfection plan and schedule, including methods for water conveyance, control, disposal, and disinfection shall be submitted in writing for approval.

2. Name of certified bacteriological testing laboratory.

3. Resume of experienced technician, if liquid chlorine is proposed.

PART 2 - PRODUCTS

2.1 EQUIPMENT AND MATERIALS

A. Temporary valves, bulkheads, and other water control equipment and choice of disinfectant shall be as determined by the CONTRACTOR. No materials shall be used which would be injurious to the WORK or future storage of potable water.

B. Chlorine for disinfection may be in the form of liquid chlorine, sodium hypochlorite solution, or calcium hypochlorite granules or tablets.

1. Liquid chlorine shall be in accordance with ANSI/AWWA B301 - Liquid Chlorine, and shall be used only when the following 3 conditions are met:

a. With appropriate gas flow chlorinators and ejectors,

b. Under the direct supervision of an experienced technician

c. When appropriate safety practices are observed

2. Sodium and calcium hypochlorite shall be in accordance with ANSI/AWWA B300-Hypochlorites.

C. Dechlorination agents may be sodium bisulfate, sodium sulfite, or sodium thiosulfate.

PART 3 - EXECUTION

3.1 GENERAL

A. Water for disinfecting will be furnished by the OWNER; however, the CONTRACTOR shall convey the water from the OWNER-designated source to the points of use.

B. The 3.5MG Tank shall be chlorinated prior to returning to use. The chlorinating and testing operations shall be performed in the presence of the ENGINEER.

C. Disinfection operations shall be scheduled as late as possible during the Contract Time to maximize the degree of sterility of the facilities at the time the WORK is accepted by the OWNER. Bacteriological testing shall be performed by a certified testing laboratory acceptable to the OWNER. Results of the bacteriological testing shall be satisfactory to the Colorado Department of Public Health and Environment or other appropriate regulatory agency.

D. Release of water from structures after disinfecting have been completed shall comply with federal, state, and local regulations. Chlorine in excessive amounts shall be treated in accordance with permit requirements before discharge.

3.2 PRELIMINARY CLEANING AND FLUSHING

A. Prior to disinfecting, hydraulic structures shall be cleaned by thoroughly hosing down all surfaces with a high pressure hose and nozzle of sufficient size to deliver a minimum flow of 50 gpm. Water, dirt, and foreign material accumulated in this cleaning operation shall be discharged from the structure or otherwise removed.

3.3 DISINFECTION OF STRUCTURES AND APPURTENANT PIPELINES

A. Structures which store or convey potable water shall be disinfected by chlorination in accordance with the requirements of ANSI/AWWA C652 - Disinfection of Water Storage Facilities, using a combination of chlorination Methods 2 and 3 as modified herein, except that filter basins shall be disinfected in accordance with the requirements of ANSI/AWWA C653 - Disinfection of Water Treatment Plants.

B. Chlorination: A strong chlorine solution of approximately 200 mg/L shall be sprayed on all interior surfaces of the structure. Following this, the structure shall be partially filled with water to a depth of approximately one-foot. If the structure has a hopper bottom, fill it one-foot over the top of the hopper. During the partial filling operation, a chlorine-water mixture shall be injected by means of a solution-feed chlorinating device in such a way as to give a uniform chlorine concentration during the entire filling operation. The point of application shall be such that the chlorine solution will mix readily with the inflowing water. The dosage applied to the water shall be sufficient to provide a chlorine residual of at least 50 mg/L upon completion of the partial filling operation. Precautions shall be taken to prevent the strong chlorine solution from flowing back into the lines supplying the water. After the partial filling has been completed, sufficient water shall be drained from the lower ends of appurtenant piping to ensure filling the pipe with the heavily chlorinated water.

C. Retention Period: Chlorinated water shall be retained in the partially filled structure and appurtenant piping for at least 24 hours. Each valve shall be operated at least once from closed to full open to closed while the lines are filled with the heavily chlorinated water. After the chlorine-treated water has been retained for the required time, the free chlorine residual in the structure and appurtenant piping shall be at least 25 mg/L. If testing does not demonstrate a residual of 25 mg/L or greater, the disinfection procedure above shall be repeated.

D. Final Filling of Structure: After the free chlorine residual has been verified to satisfy the 25 mg/L requirement, the water level in the structure shall be raised to its final elevation by addition of potable water. Some heavily-chlorinated water shall be [treated and] released, if necessary, before final filling with potable water, such that the free chlorine residual after filling will be between 1 and 2 mg/L. After the structure has have been filled, the strength of the chlorinated water shall be determined. If the free chlorine residual is less than 1 mg/L, an additional dosage of chlorine shall be applied to the water. If the free chlorine residual is greater than 2 mg/L, the structure shall be partially emptied and additional potable water added. In no case shall water be released prior to the expiration of the required retention period.

3.4 BACTERIOLOGICAL SAMPLING AND TESTING

A. Disinfected water treatment and storage facilities shall be sampled and tested by a certified bacteriological laboratory.

3.5 CONNECTIONS TO EXISTING SYSTEM

A. Where connections are to be made to an existing potable water system, the interior surfaces of all pipe and fittings used in making the connections shall be swabbed or sprayed with a one percent hypochlorite solution before installation. Thorough flushing shall be started as soon as the connection is completed and shall be continued until all discolored water is eliminated.

END OF SECTION

SECTION 01 77 00 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 FINAL CLEANUP

A. The CONTRACTOR shall promptly remove from the vicinity of the completed WORK, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the WORK by the OWNER will be withheld until the CONTRACTOR has satisfactorily performed the final cleanup of the Site.

1.2 CLOSEOUT TIMETABLE

A. The CONTRACTOR shall establish dates for equipment testing, acceptance periods, and on-site instructional periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the OWNER, the ENGINEER, and their authorized representatives sufficient time to schedule attendance at such activities.

1.3 FINAL SUBMITTALS

A. The CONTRACTOR, prior to requesting final payment, shall obtain and submit the following items to the ENGINEER for transmittal to the OWNER:

1. Written guarantees, where required.

2. Maintenance stock items; spare parts; special tools.

3. Completed record drawings.

4. Bonds for roofing, maintenance, etc., as required.

5. Certificates of inspection and acceptance by local governing agencies having jurisdiction.

6. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

1.4 MAINTENANCE AND GUARANTEE

A. The CONTRACTOR shall comply with the maintenance and guarantee requirements contained in City of Arvada Engineering Code of Standards and Specifications Section 200.

B. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the OWNER. If the CONTRACTOR fails to make such repairs or replacements promptly, the OWNER reserves the right to do the WORK and the CONTRACTOR and its surety shall be liable to the OWNER for the cost thereof.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 05 05 19 – POST-INSTALLED CONCRETE ANCHORS

PART 1 -- GENERAL

1.01 SUMMARY

A. Provide post-installed anchors and appurtenances, complete and in place, as indicated in accordance with the Contract documents.

B. Unless otherwise indicated, drilled concrete anchors shall be adhesive anchors.

C. Section Includes:

1. Expansion anchors

2. Screw anchors

D. All anchors, nuts, and washers shall be fabricated from type 316 stainless steel.

1.02 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Definitions

1. Expansion anchors and screw anchors are considered to be mechanical anchors.

B. Reference Specifications

01 33 00	Contractor Submittals
01 33 17	Structural Design, Support and Anchorage
13 38 00	Fabric Baffles

C. Reference Standards

1. The edition of the standards applicable to the Work shall be the edition referenced by the 2018 International Building Code (IBC). If the standard is not referenced by the IBC, nor an IBC-referenced standard listed below, the edition of the standard applicable to the Work shall be the edition in effect on the date of signing and sealing of the contract specifications.

American Concrete Institute (ACI)	
ACI 318	Building Code Requirements for Structural Concrete and Commentary
ACI 350	Code Requirements for Environmental Engineering Concrete Structures and Commentary
ACI 355.2	Qualification of Post Installed Mechanical Anchors in Concrete and Commentary
ACI 355.4	Qualification for Post-Installed Adhesive Anchors in Concrete and Commentary
American Society of Civil Engineers (ASCE)	
ASCE 7	ASCE/SEI 7 - Minimum Design Loads for Buildings and Other Structures

International Code Council (ICC)	
IBC	International Building Code
ICC ES AC193	Mechanical Anchors in Concrete Elements
ICC ES AC308	Post Installed Adhesive Anchors in Concrete Elements
NSF International (NSF)	
NSF/ANSI 61	Drinking Water System Components - Health Effects

1.03 SUBMITTALS

A. Furnish submittals in accordance with Section 01 33 00 – Submittal Procedures.

B. Submit the following:

1. Product data and technical information

2. Safety Data Sheets (SDS) for adhesives

3. Manufacturer's literature containing installation instructions and appropriate uses for each type of post-installed anchor and location of use

4. Current International Code Council Evaluation Service (ICC-ES) or International Association of Plumbing and Mechanical Officials Uniform Evaluation Service (IAPMO-UES) Evaluation Reports

5. Certification for each installer demonstrating that they have been qualified in accordance with the Quality Assurance requirements below

C. No substitution for the indicated anchors will be considered unless accompanied with an ICC-ES or IAPMO-UES report verifying strength and material equivalency.

D. Complete structural calculations and anchorage details shall be prepared and submitted by the Contractor for all anchors and anchor groups that are shown but not completely detailed (type, size, location, spacing and embedment) on the Contract Documents. Calculations and anchorage details shall be completed and submitted in accordance with Section 01 33 17 – Structural Design, Support and Anchorage.

1.04 QUALITY ASSURANCE

A. Special inspection for all post-installed anchor installations shall be provided:

1. As recommended or required by the ICC-ES or IAPMO-UES report.

2. As required by the enforceable building code.

3. As otherwise indicated in the Contract Documents.

B. The most stringent of the above requirements shall be used. The cost of Special Inspection of post-installed anchors shall be paid for by the Owner.

C. Before installing adhesive anchors in the Work, anchor installers shall be trained and qualified at the Site by the manufacturer's representative. Training and qualification for each installer shall include at least:

1. Hole drilling procedure, hole preparation and cleaning techniques, adhesive injection technique and dispenser training/maintenance, rebar dowel preparation and installation, and proof loading if required.

2. Each installer shall be re-qualified every 6 months for the duration of the project by the same qualifying procedure.

D. Before installing mechanical anchors in the Work, anchor installers shall be trained and qualified at the Site by the manufacturer's representative. Training and qualification for each installer shall include at least:

1. Hole drilling procedure, hole preparation and cleaning techniques, and torquing.

2. Each installer shall be re-qualified every 6 months for the duration of the project by the same qualifying procedure.

E. Defective anchors noted by the Special Inspector shall be replaced and re-installed by the Contractor without any additional compensation.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to job site in manufacturer’s or distributor’s packaging undamaged, complete with installation instructions.

B. Protect and handle materials in accordance with manufacturer’s recommendations to prevent damage or deterioration.

C. Anchoring adhesives shall be stored at temperatures prescribed by the manufacturer and must not be used beyond the expiration date.

1.06 SITE CONDITIONS

A. Post-installed anchors shall be installed in concrete having a minimum age of 21 days at time of anchor installation.

PART 2 -- PRODUCTS

2.01 EXPANSION ANCHORS

A. General

1. Expansion anchors are post-installed torque-controlled mechanical expansion anchors used to resist structural loads.

2. Expansion anchors shall be an imperial sized, threaded stud with an integral cone expander, expansion clip, nut and washer.

3. Lead caulking anchors will not be permitted.

4. Non-embedded buried or submerged anchors shall be fabricated from stainless steel.

5. The evaluation report issued by ICC-ES or IAPMO-UES shall state the acceptability of the expansion anchor for the intended purpose and location.

6. Anchors subjected to dynamic or vibratory loading shall be suitable for the intended loading and location as indicated in the manufacturer's technical product data.

B. Expansion Anchors for Concrete

1. Anchors shall be designed in accordance with ACI 318, which requires post-installed mechanical anchors to be qualified according to ACI 355.2.

2. Anchors shall have an evaluation report issued by ICC-ES or IAPMO-UES and have been tested and qualified for performance in cracked and uncracked concrete in accordance with ICC-ES AC193 and ACI 355.2. Anchors to be used for structures, nonbuilding structures and/or nonstructural components assigned to Seismic Design Categories C through F shall have been tested and qualified for earthquake loading performance in cracked and uncracked concrete in accordance with ICC-ES AC193 and ACI 355.2.

3. Expansion anchors shall be Strong-Bolt 2 by Simpson Strong-Tie, Kwik-Bolt TZ by Hilti, Power-Stud+ SD1 by Powers Fasteners, or equal.

2.02 SCREW ANCHORS

A. General

1. Screw anchors used in exterior and corrosive environments shall be fabricated from stainless steel.

2. The evaluation report issued by ICC-ES or IAPMO-UES shall state the acceptability of the screw anchor for the intended purpose and location.

3. Anchors subjected to dynamic or vibratory loading shall be suitable for the intended loading and location as indicated in the manufacturer's technical product data.

B. Screw Anchors for Concrete

1. Anchors shall be designed in accordance with ACI 318 as amended by the specific design provisions of ICC-ES AC193.

2. Anchors shall have an evaluation report issued by ICC-ES or IAPMO-UES and have been tested and qualified for performance in cracked and uncracked concrete in accordance with ICC-ES AC193.

3. Screw anchors for concrete shall be Titen HD THDSS by Simpson Strong-Tie, Kwik HUS-EZ (KH-EZ) by Hilti, or equal.

PART 3 -- EXECUTION

3.01 INSTALLATION REQUIREMENTS

A. Refer to Specification 13 38 00 for additional installation requirements.

B. Post-installed anchors shall be installed in strict accordance with the manufacturer's instructions, the ICC-ES or IAPMO-UES report, and project specific design requirements indicated on the Contract Documents or in the design calculations provided by the Contractor.

C. Where holes are drilled in concrete, holes shall be accurately and squarely drilled, and the holes shall be cleaned in accordance with the manufacturer's recommendations.

D. Post-installed anchors shall not be installed until the concrete has reached the required age of 21 days or per manufacturer's requirements, whichever is longer.

E. Acceptable installation and performance temperature ranges shall be verified with manufacturer's literature prior to installation. Minimum substrate temperatures shall be maintained during the full curing period as required by the manufacturer.

F. The Contractor shall locate existing items and identify the position of reinforcing steel, post-tensioned strands and other embedded items prior to drilling holes. Care shall be exercised in drilling to avoid damaging existing reinforcing or embedded items. The location of drilled holes shall be adjusted to avoid drilling through or cutting any existing reinforcing bars or embedded items. Notify the Engineer if reinforcing steel or other embedded items are encountered during drilling. Take precautions as necessary to avoid damaging prestressing tendons, electrical and communications conduit, and piping.

G. Core drilling of holes is not allowed.

H. Bending of and welding to post installed anchors is not allowed.

I. Identification of reinforcing steel and/or embedded items, relocation of drilled holes and adjustments or modifications to anchored or fastened items shall be considered part of the Work and shall be provided at no additional cost to the Owner.

END OF SECTION

SECTION 13 38 00 – FABRIC BAFFLES

PART 1 - GENERAL

1.1 SUMMARY

A. The term “Existing Concrete Tank” refers to the existing concrete water storage tank which consists of a post-tensioned concrete foundation slab, post-tensioned concrete walls, and a post-tensioned concrete roof supported by cast-in-place concrete columns.

B. Anchoring of the baffles to the post-tensioned concrete roof and foundation slab is prohibited. Post-installed anchors are not permitted in the existing columns. Connections to columns shall utilize bands as shown on the drawings. Post-installed anchoring of the baffles to the post-tensioned concrete walls is only allowed as specifically shown on the Drawings.

C. The new double-angle support columns, new custom straps to the concrete columns, and the new beam spanning between double-angle support columns are to be designed and detailed by the Manufacturer. The term “New Support Frame” refers to this system. The baffles and baffle anchorage to the New Support Frame are to also be designed and detailed by the Manufacturer. Manufacturer shall submit all reactions from the baffles to the New Support Frame to the Engineer for review.

D. The Tank baffles shall be custom manufactured factory prefabricated hydraulic barrier curtains designed to improve flow characteristics in a new or existing system.

1.2 REFERENCE SPECIFICATIONS

A. Reference Specifications

01 33 00	Contractor Submittals
01 33 17	Structural Design, Support and Anchorage
05 05 19	Post Installed Concrete Anchors

1.3 SCOPE

A. Furnish and install tank baffles with appurtenances necessary to complete Work.

B. Each reservoir baffle shall include factory fabricated geomembrane panel(s) and related hardware required to complete the installation.

C. Reservoir baffles and anchoring system shall be capable of resisting normal operating hydraulic forces as indicated:

1. 20 psf out-of-plane loading due to hydraulic forces (Apply as Nominal Fluid Load, F)

D. Reservoir baffles and anchoring system shall be designed to accommodate seismically induced hydrodynamic displacements as indicated.

1. The baffle system shall be detailed to allow controlled movement and flexibility, such that hydrodynamic forces are not developed. Rigid baffle walls systems are not permitted.

2. Alternatively, Manufacturer shall design connections to the “New Support Frame” to break away from support frame when applied out-of-plane loading exceeds 50 psf (Nominal Fluid Load, F).

3. The baffle system shall be detailed such that failure of the baffle material, if subjected to forces exceeding the prescribed loads, will not result in the baffle materials being released into the Existing Concrete Tank outlet pipe.

1.4 QUALIFICATIONS

A. Qualified manufacturers must have at least 20 years of experience in the fabrication of geomembrane products and must have manufactured a minimum of 2,000,000 square feet of baffles for reservoir applications.

B. The manufacturer shall utilize virgin quality elastomeric geomembrane materials and factory dielectric and thermal seaming processes throughout. The reservoir baffle support hardware shall be manufactured in prefabricated kits to minimize field cutting and drilling.

1.5 SUBMITTALS

A. All submittals shall be as specified in Section 01 33 00.

B. Product data.

C. Shop Drawings and Structural Design Calculations:

1. Shop drawings shall include dimensional drawings and complete details for anchoring the baffle system to the Support Frame and existing concrete walls as shown on the Drawings. All shop drawings shall be signed and stamped by a registered Engineer in the State of Colorado.

2. Structural calculations signed and stamped by a registered Engineer in the State of Colorado substantiating a complete design of the baffle system including, but not limited to, the following specific items:

a. Static loads due to the weight of the baffle system.

b. Hydraulic out of plane loads as indicated above

c. Accommodation of Hydrodynamic displacements resulting from seismic-induced forces, as indicated above.

d. Complete anchorage calculations for anchorage of the baffle system to the Support Frame and existing concrete walls as shown on the Drawings

PART 2 - MATERIALS

2.1 BAFFLE CURTAIN MATERIAL

A. Manufacturer:

1. Environetics, Inc., Lockport, IL, Phone: 815-838-8331. Model: Director III™ Clearwell Baffle System.

2. Or, equal.

B. Baffle Material:

1. The baffles shall be fabricated from NSF 61 approved polyester reinforced geomembrane material ENV-3004-20 (XR-3PW®), or equal.

2. Nylon reinforced materials will not be acceptable.

C. Baffle Anchoring Hems - The baffle manufacturer shall provide a 2” wide two-ply hem on all edges of the baffle curtains for anchoring purposes. The hem shall be wrapped over a 3/8” diameter stainless steel vinyl coated aircraft cable to prevent the hem section from pulling through the attachments.

D. Cutout and Re-entrant Corner Reinforcements – The baffle manufacturer shall provide reinforcement at all cutout and re-entrant corner locations to prevent tearing at the discontinuity.

E. Configuration:

1. Locate top of baffle at the elevation indicated on the Structural drawings.

2.2 ANCHORING HARDWARE

A. Unless approved otherwise by the Engineer of Record, the baffles shall be attached to the Support Frame and existing concrete walls as indicated conceptually on the Contract Drawings. Connection detailing shall be provided by the Manufacturer’s structural engineer.

B. All metal components and fasteners shall be Type 316 stainless steel.

C. Unless otherwise indicated, stainless steel bolts, nuts, anchor rods, and washers shall be fabricated from Type 316 stainless steel, Class 2, conforming to ASTM A193 for bolts and to ASTM A194 for nuts.

D. All anchors into existing concrete shall be Type 316 stainless steel post-installed anchors.

E. All hardware shall be supplied in ready to install kits, cut and pre-drilled to minimize field cutting and drilling of attachment hardware. Modifications of the hardware, if required, shall be made outside of the Existing Concrete Tank.

PART 3 - EXECUTION

3.1 INSTALLATION

A. During field verification , the Existing Concrete Tank will remain in service and will contain potable water. During construction, the Existing Concrete Tank may be emptied and taken offline for baffle installation. Refer to 01 14 00 – Construction Constraints for additional information.

B. Construction duration will be limited and shall be coordinated with plant operation's staff. Refer to Section 01 10 00 – Summary of Work and the Structural drawings for additional information.

C. The water in the storage tank is finished water and potable. All construction and field verification activities, including personnel and materials that enter the tank must be compliant with Colorado Department of Public Health and Environment (CDPHE) requirements. All construction materials, equipment, and personally will be required to be disinfected prior to entering the tank.

D. Install the reservoir baffles in the positions indicated on the Drawings.

E. Contractor shall locate existing post-tensioned strands (vertical and horizontal) and mild reinforcement (vertical and horizontal) prior to installation of baffle anchors into existing concrete walls. Location of new anchors shall avoid all existing tendons and mild reinforcement. Clearly mark the location of the existing tendons and mild reinforcement on the walls and locate the location of the new anchors. Contact Engineer if location of new anchors conflicts with existing tendons or mild reinforcement. Embedment depth of post-installed anchors shall be limited to 3" maximum into the existing concrete walls. Note that the Tank will be filled with water during construction and any reinforcement locating equipment will need to be rated for under water use.

F. Drilling and anchoring into the existing concrete shall only be permitted as indicated in the structural drawings. The contractor shall be responsible for collecting all material produced as a result of hole drilling and anchor installation. Under no circumstances may foreign matter be permitted to enter the potable water distribution system.

G. The manufacturer shall provide the services of a qualified on-site installation supervisor to ensure proper installation of the baffle system.

3.2 WARRANTY

A. Furnish a 10-year pro-rated warranty from the membrane material manufacturer.

END OF SECTION

CITY OF ARVADA

RALSTON 3.5 MG TANK BAFFLING
PROJECT 23-WA-10

COLORADO LICENSED
MICHELLE ANN PETERS
52620
PROFESSIONAL ENGINEER

COLORADO LICENSED
JEREMY S. WELLER
51172
PROFESSIONAL ENGINEER

ISSUED FOR CONSTRUCTION
OCTOBER 2023

Stantec

APPROVED:

Jeremy Wolbekking P.E. 11/1/23 23-PW-105
City Engineer Date Job Number

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ORIGINAL SHEET - ANSI D

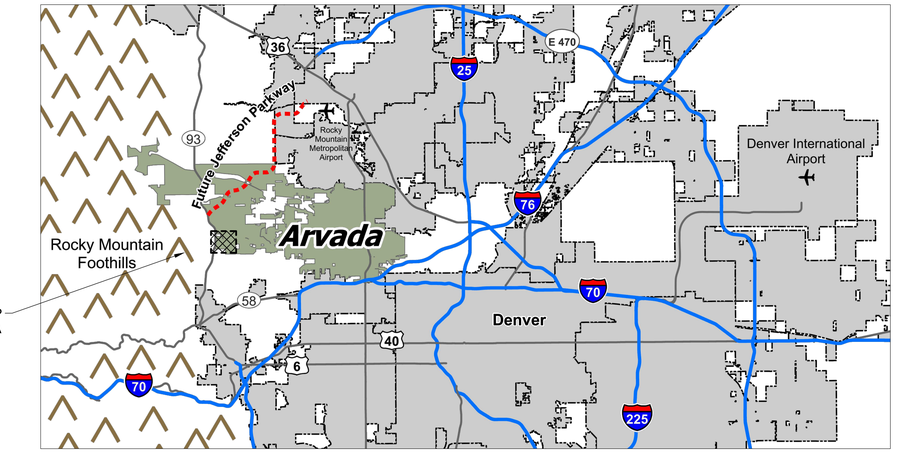
LIST OF DRAWINGS

SHEET NUMBER	SHEET TITLE
GENERAL	
G-1	COVER SHEET
G-2	INDEX OF DRAWINGS, LOCATION AND VICINITY MAPS, AND DESIGN CRITERIA
STRUCTURAL	
GS-001	GENERAL STRUCTURAL NOTES, DESIGN CRITERIA, AND INSPECTIONS
S-1	3D ISOMETRICS
S-2	LOWER PLAN
S-3	ROOF PLAN
S-4	SECTIONS

DESIGN CRITERIA FOR 3.5 MG TANK BAFFLING

ITEM		UNITS	CRITERIA
PLANT FLOW RATES			
	MAXIMUM FLOW	MGD	36
	50TH PERCENTILE FLOW	MGD	15
DISINFECTION			
	DISINFECTION REQUIREMENT FOR CHLORINE DISINFECTION	-	0.5-log giardia; 2-log virus inactivation
	FLOW	MGD	36
	DESIGN pH	-	8.2
	DESIGN TEMPERATURE	oC	10
	DESIGN FREE CHLORINE RESIDUAL	MG/L	1.0
	3.5 MG TANK DIAMETER	FT	176
	3.5 MG TANK MINIMUM OPERATING LEVEL	FT	10
	3.5 MG TANK VOLUME	GAL	1,819,771
	3.5 MG TANK BAFFLING FACTOR	-	0.4
	3.5 MG TANK HYDRAULIC DETENTION TIME	MIN	29.1
	2.5 MG TANK DIAMETER	FT	120
	2.5 MG TANK MINIMUM OPERATING LEVEL	FT	10
	2.5 MG TANK BAFFLING FACTOR	-	0.1
	2.5 MG TANK HYDRAULIC DETENTION TIME	MIN	3.2
	2.5 MG TANK VOLUME	GAL	803,670
	PIPELINE CONTACTOR LENGTH	FT	530
	PIPELINE CONTACTOR DIAMETER	FT	5
	PIPELINE BAFFLE FACTOR	-	0.7
	PIPELINE CONTACTOR VOLUME	GAL	77,840
	PIPELINE HYDRAULIC DETENTION TIME	MIN	2.2
	CT REQUIRED (GIARDIA/VIRUS)	MG/L-MIN	174.24 / 6.0
	T (10)	MIN	34.5
	CT PROVIDED	MG/L-MIN	34.5
	LOG INACTIVATION ACHIEVED (GIARDIA/VIRUS)	LOG	0.59 / 23.0

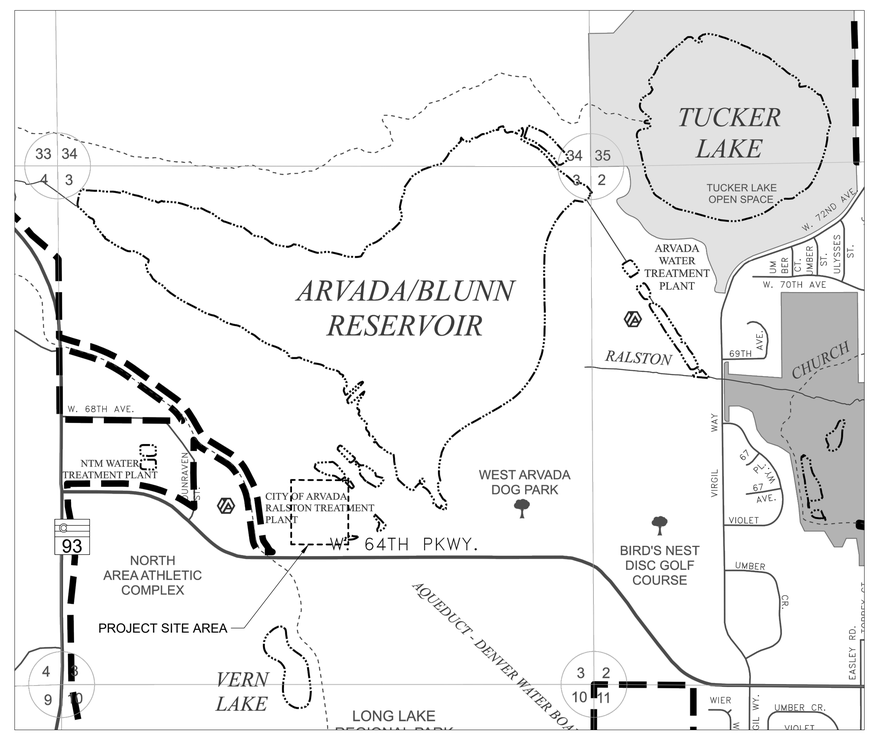
LOCATION MAP AREA



VICINITY MAP

0 5 10

APPROXIMATE SCALE MILES



LOCATION MAP

0 400 800

SCALE IN FEET

CONTACT INFORMATION

OWNER - CITY OF ARVADA: CIVIL ENGINEER: JENNIFER VENTURA, JVENTURA@ARVADA.ORG, (720) 898-7814, 8101 RALSTON RD. ARVADA, CO 80002

CONSULTANT - STANTEC CONSULTING SERVICES INC. STEPHANIE ELLIOTT, STEPHANIE.ELLIOTT@STANTEC.COM, (303) 291-2173, 410 17TH ST SUITE 1400 DENVER, CO 80202

PROJECT NARRATIVE

THE RALSTON 3.5 TANK BAFFLING PROJECT WILL INSTALL FLEXIBLE BAFFLE CURTAINS IN THE 3.5 MG TANK AT THE RALSTON WATER TREATMENT PLANT TO INCREASE THE BAFFLING FACTOR OF THE TANK FOR DISINFECTION.

APPROVED:

City Engineer — Date 11/1/23 — Job Number 23-PW-105

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Stantec

Consultant

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Revision	By	Appd	MM/YYYY

Issued	By	Appd	MM/YYYY
0 ISSUED FOR CONSTRUCTION	MAP	SJE	10/2023

Permit/Seal

COLORADO LICENSED MICHELLE ANN PEGAS 52620 PROFESSIONAL ENGINEER

Client/Project

CITY OF ARVADA

RALSTON 3.5 MG TANK BAFFLING PROJECT
23-WA-10
Arvada, Colorado

Project No.: 181301588

File Name: 01588G-002

Scale: AS SHOWN

JSW	MAP	SJE	07/2023
Dwn.	Dsgn.	Chkd.	MM/YYYY

Title

INDEX OF DRAWINGS, LOCATION AND VICINITY MAP, AND DESIGN CRITERIA

Revision: 0

Drawing No.

G-001

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ORIGINAL SHEET - ANSI D

GENERAL NOTES

GENERAL

THESE NOTES ARE GENERAL AND APPLY TO THE ENTIRE PROJECT EXCEPT WHERE SPECIFICALLY INDICATED OTHERWISE.

STRUCTURAL DIMENSIONS CONTROLLED BY OR RELATED TO MECHANICAL OR ELECTRICAL EQUIPMENT SHALL BE COORDINATED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. BOLT SIZES, TYPES, AND PATTERNS SHALL BE VERIFIED WITH THE MANUFACTURER. ALL BOLT PATTERNS SHALL BE TEMPLATED TO ENSURE ACCURACY OF PLACEMENT.

MECHANICAL AND ELECTRICAL EQUIPMENT SUPPORTS, ANCHORAGES, OPENINGS, RECESSES AND REVEALS NOT SHOWN ON THE STRUCTURAL DRAWINGS BUT REQUIRED BY OTHER CONTRACT DRAWINGS, SHALL BE PROVIDED FOR PRIOR TO PLACING CONCRETE.

STRUCTURAL DRAWINGS SHALL BE USED IN COORDINATION WITH MECHANICAL, ELECTRICAL, ARCHITECTURAL, CIVIL DRAWINGS AND SHOP DRAWINGS PROVIDED BY MANUFACTURERS OF EQUIPMENT.

STRUCTURES HAVE BEEN DESIGNED FOR OPERATIONAL, HYDROSTATIC, AND BACKFILL LOADS ON THE COMPLETED STRUCTURES. THE STRUCTURES HAVE NOT BEEN DESIGNED TO RESIST THESE LOADS WHILE ONLY PARTIALLY CONSTRUCTED. DURING CONSTRUCTION, THE STRUCTURES SHALL BE PROTECTED FROM ALL CONSTRUCTION LOADS BY BRACING AND BALANCING UNTIL ALL STRUCTURAL ELEMENTS ARE IN PLACE, AND ALL CONCRETE HAS REACHED THE SPECIFIED 28 DAY COMPRESSIVE STRENGTH. OVERLOADING OF ANY STRUCTURAL ELEMENT IS PROHIBITED.

UNLESS OTHERWISE SHOWN, ON ALL STRUCTURAL DRAWINGS THE FINISHED GRADE AROUND STRUCTURES IS SHOWN THUS, INDICATING EITHER GROUND SURFACE, TOP OF CONCRETE SLAB, OR AC PAVEMENT. FOR DETAILS OF FINISH SURFACES, SEE CIVIL AND ARCHITECTURAL DRAWINGS.

STAINLESS STEEL

ALL METAL FRAMING MEMBERS, COMPONENTS, AND FASTENERS SHALL BE TYPE 316 STAINLESS STEEL.

DEFERRED SUBMITTALS:

REV 080321

DEFERRED SUBMITTALS ARE THOSE PORTIONS OF THE DESIGN WHICH ARE PROVIDED BY THE CONTRACTOR AND THEREFORE WERE NOT SUBMITTED AT THE TIME OF THE PERMIT APPLICATION, AND WHICH ARE TO BE SUBMITTED TO THE PERMITTING AGENCY PRIOR TO FABRICATION OR INSTALLATION OF THAT PORTION OF THE WORK.

NO WORK SHALL BE PERFORMED FOR DEFERRED SUBMITTAL ITEMS UNTIL THE PLANS FOR SUCH WORK HAVE BEEN REVIEWED AND FOUND ACCEPTABLE BY THE STRUCTURAL ENGINEER OF RECORD AND APPROVED BY THE BUILDING OFFICIAL.

DRAWINGS AND CALCULATIONS FOR THESE ITEMS SHALL BE SIGNED AND SEALED BY A LICENSED COLORADO PROFESSIONAL ENGINEER. NO FABRICATION SHALL COMMENCE UNTIL THE FINAL APPROVAL HAS BEEN ISSUED BY THE BUILDING OFFICIAL AND THE STRUCTURAL ENGINEER OF RECORD.

THE DEFERRED SUBMITTALS SHALL INCLUDE AS A MINIMUM, BUT NOT BE LIMITED TO, THE FOLLOWING ITEMS:

SPECIFICATION SECTION	ITEM
01 33 17	STRUCTURAL DESIGN, SUPPORT AND ANCHORAGE
13 38 00	FABRIC BAFFLES

REV 080321

GENERAL STRUCTURAL DESIGN CRITERIA

DESIGN IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL BUILDING CODE, EXCEPT WHERE OTHER APPLICABLE CODES OR THE FOLLOWING NOTES ARE MORE RESTRICTIVE.

EXISTING DIMENSIONS AND DESIGN LOADING ARE BASED ON THE EXISTING RECORD DRAWINGS: "RALSTON WATER TREATMENT PLANT WATER STORAGE TANK, PROJECT 91-WA-14, DATED FEBRUARY 1992.

RISK CATEGORY: III

GEOTECHNICAL INFORMATION:

NOT APPLICABLE

ORIGINAL TOP SLAB DESIGN LOADS PER RECORD DRAWINGS (ROOF SLAB POST-TENSIONING PLAN, SHEET 19 OF 23):

LIVE LOAD (PSF): 60

SNOW LOAD (PSF): 30

FABRIC BAFFLE DESIGN LOADS

FABRIC BAFFLE WEIGHT(PSF): 0.22

GROUND SNOW LOAD, Pg (PSF): 30

WIND DESIGN DATA:

NOT APPLICABLE

EARTHQUAKE DESIGN DATA:

SEISMIC IMPORTANCE FACTOR (Ie):	1.25
MAPPED SPECTRAL RESPONSE PARAMETER (S_S):	0.24
MAPPED SPECTRAL RESPONSE PARAMETER (S_1):	0.062
DESIGN SPECTRAL RESPONSE PARAMETER (S_{DS}):	0.256
DESIGN SPECTRAL RESPONSE PARAMETER (S_{D1}):	0.1
SITE CLASS:	D
SEISMIC DESIGN CATEGORY:	B
BASIC SEISMIC FORCE RESISTING SYSTEM:	N/A
DESIGN BASE SHEAR (V, KIPS):	N/A
SEISMIC RESPONSE COEFFICIENT (Cs):	N/A
RESPONSE MODIFICATION COEFFICIENT (R):	N/A
ANALYSIS PROCEDURE:	N/A

APPROVED:

Jeremy Wellesley PE 11/1/23 23-PW-105

City Engineer Date Job Number

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0 ISSUED FOR CONSTRUCTION	MAP	SJE	10/2023

Revision	By	Appd	MM/YYYY

Permit/Seal

COLORADO LICENSED
JEREMY S. WELLESLEY
51172
PROFESSIONAL ENGINEER

Client/Project

CITY OF ARVADA

RALSTON 3.5 MG TANK
BAFFLING PROJECT
23-WA-10
Arvada, Colorado

Project No.: 181301588

File Name: 01588GS-001

Scale: AS SHOWN

JSW	JSW	MEP	10/2023
Dwn.	Dsgn.	Chkd.	MM/YYYY

Title
GENERAL STRUCTURAL NOTES, DESIGN CRITERIA, AND INSPECTIONS

Revision:

Drawing No.
GS-01

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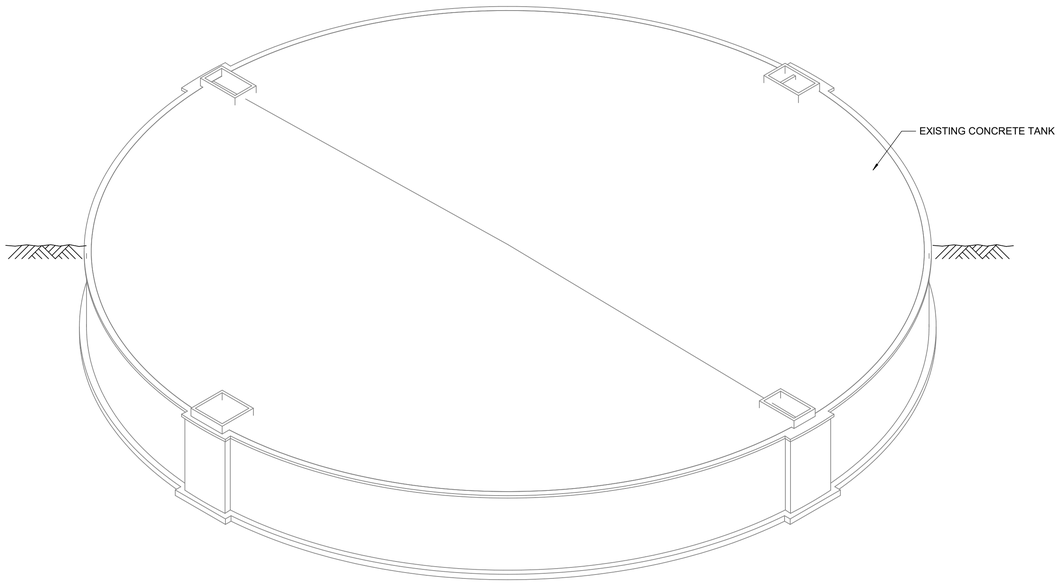

ISOMETRIC - OVERALL UPPER

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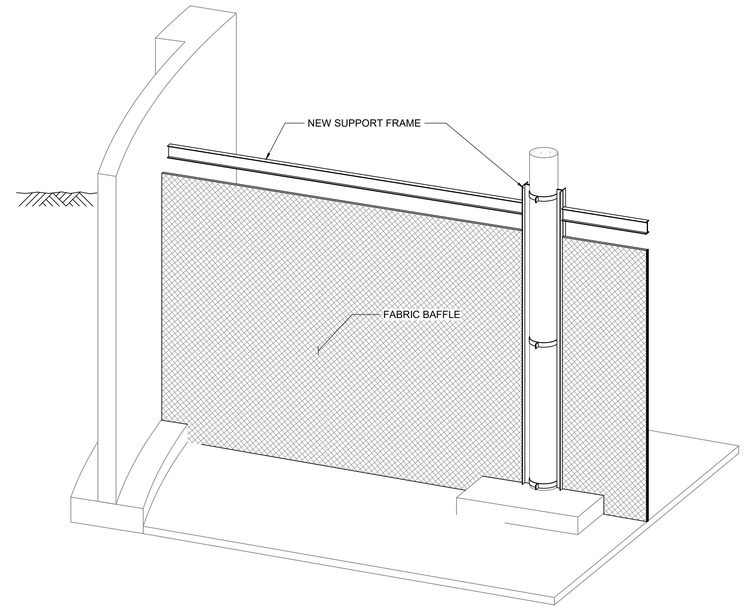

ISOMETRIC - BAFFLE TO EXTERIOR WALL SEGMENT

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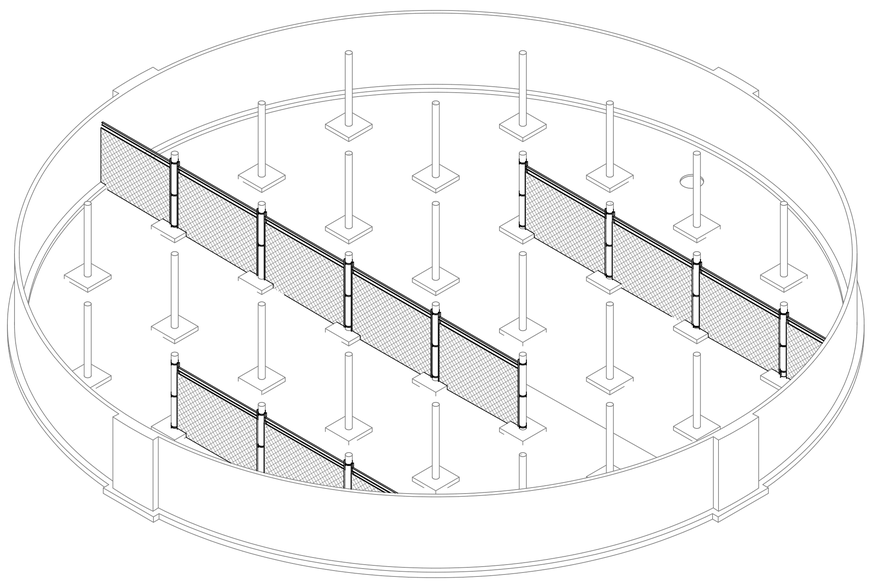

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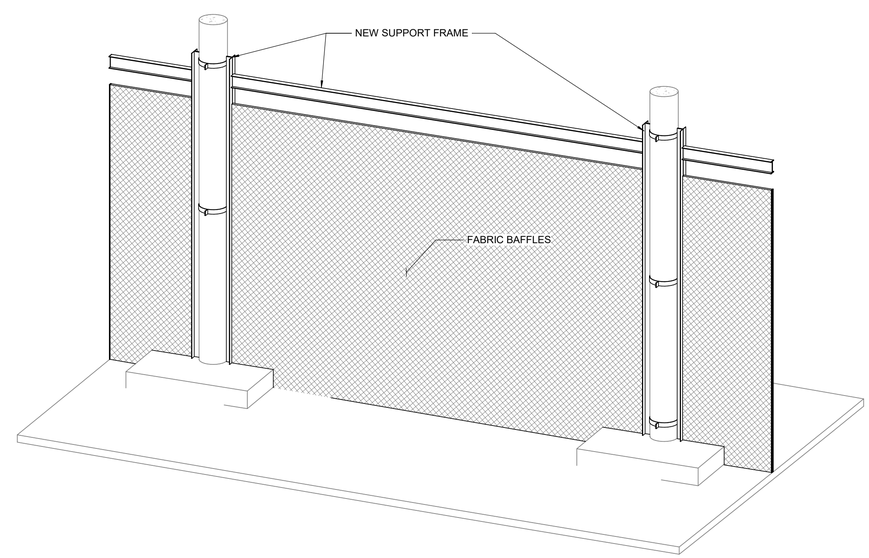
NO SCALE



ISOMETRIC - INTERIOR BAFFLE SEGMENT

SCALE:

APPROVED:

Jenny Wolfenberg PE	11/1/23	23-PW-105
City Engineer	Date	Job Number

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Revision	By	Appd	MM/YYYY

Permit/Seal

COLORADO LICENSED
JEREMY S. WELLES
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PROFESSIONAL ENGINEER

Client/Project

CITY OF ARVADA

RALSTON 3.5 MG TANK
BAFFLING PROJECT
23-WA-10
Arvada, Colorado

Project No.: 181301588

File Name: N/A

Scale:

JSW	JSW	MEP	10/2023
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Title

3D ISOMETRICS

Revision:

Drawing No.

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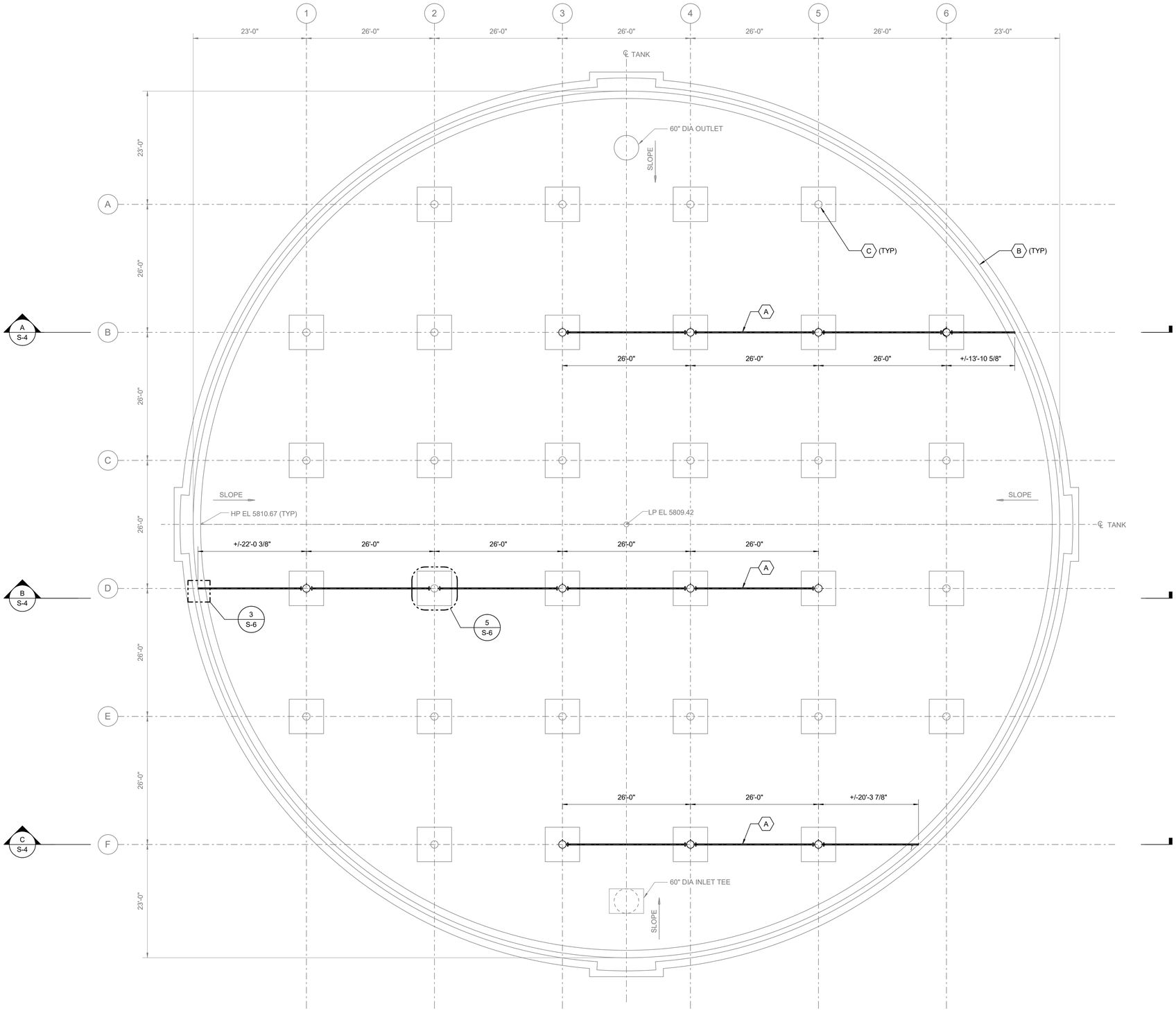

LOWER PLAN

SCALE: 3/32" = 1'-0"

GENERAL SHEET NOTES

1. DIMENSIONS, ELEVATIONS, DEPICTION AND OTHER INFORMATION ASSOCIATED WITH THE EXISTING STRUCTURE GEOMETRY AND DETAILING ARE BASED ON AS-BUILT DRAWINGS AND SHALL BE CONFIRMED BY THE CONTRACTOR PRIOR TO THE START OF RELATED WORK. REPORT ALL DISCREPANCIES IMMEDIATELY TO THE ENGINEER TO DETERMINE IF MODIFICATIONS TO THE DETAILS INDICATED ARE REQUIRED.
2. DURING FIELD VERIFICATION, THE WATER STORAGE TANK WILL REMAIN IN SERVICE AND WILL CONTAIN POTABLE WATER. DURING CONSTRUCTION, THE 3.5 MG TANK MAY BE EMPTIED AND TAKEN OFFLINE FOR BAFFLE INSTALLATION. REFER TO SPECIFICATIONS 01 14 00 AND 13 38 00 FOR INSTALLATION REQUIREMENTS AND RESTRICTIONS.
3. THE GEOMEMBRANE BAFFLE SYSTEM AND NEW SUPPORT FRAME SHALL BE DESIGNED, DETAILED, FURNISHED, AND INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH SPECIFICATION SECTION 13 38 00 AND THE STRUCTURAL DRAWINGS.
4. THE EXISTING WATER STORAGE TANK CONSISTS OF A POST-TENSIONED CAST-IN-PLACE CONCRETE FOUNDATION SLAB-ON-GRADE, POST-TENSIONED CAST-IN-PLACE CONCRETE WALLS, AND A POST-TENSIONED CAST-IN-PLACE ROOF SLAB SUPPORTED BY CAST-IN-PLACE CONCRETE COLUMNS. REFER TO SPECIFICATION 13 38 00 FOR ANCHORING REQUIREMENTS AND RESTRICTIONS.

SHEET KEYNOTES

A. GEOMEMBRANE BAFFLE SHEETING

B. EXISTING 12" THICK, POST TENSIONED CAST-IN-PLACE CONCRETE WALL

C. EXISTING 1'-6" DIAMETER CAST-IN-PLACE CONCRETE COLUMN (TYP)

APPROVED:

City Engineer — Date: 11/1/23 — Job Number: 23-PW-105

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Revision	By	Appd	MM/YYYY

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COLORADO LICENSED
JEREMY S. WELLES
51172
PROFESSIONAL ENGINEER

Client/Project

CITY OF ARVADA

RALSTON 3.5 MG TANK
BAFFLING PROJECT
23-WA-10
Arvada, Colorado

Project No.: 181301588

File Name: N/A

Scale: As indicated

JSW	JSW	MEP	10/2023
Dwn.	Dsgn.	Chkd.	MM/YYYY

Title

LOWER PLAN

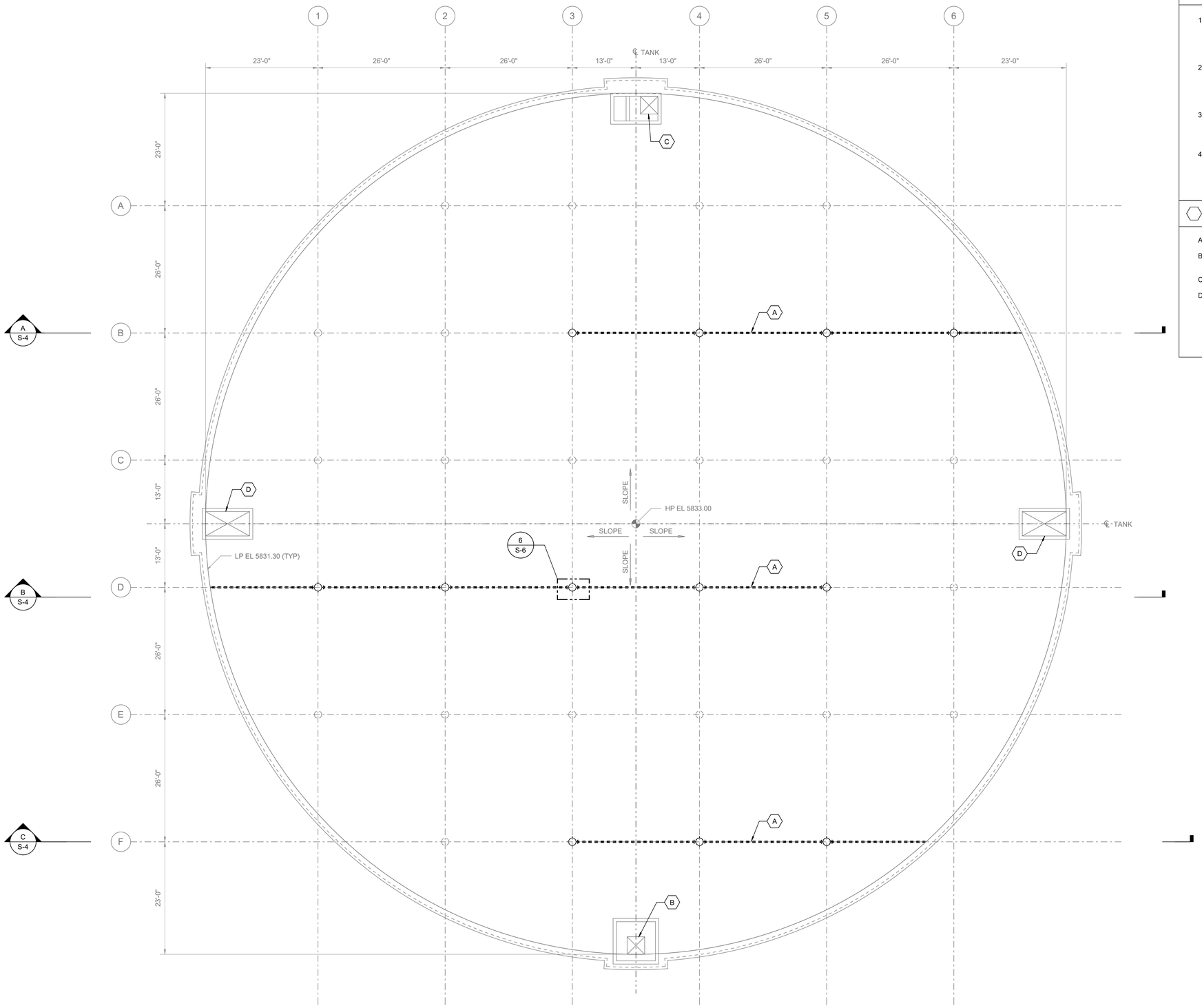
Revision:

Drawing No.

S-2

10/26/2023 10:04:07 AM

ORIGINAL SHEET - ANSI D



ROOF PLAN

SCALE: 3/32" = 1'-0"

GENERAL SHEET NOTES

1. DIMENSIONS, ELEVATIONS, DEPICTION AND OTHER INFORMATION ASSOCIATED WITH THE EXISTING STRUCTURE GEOMETRY AND DETAILING ARE BASED ON AS-BUILT DRAWINGS AND SHALL BE CONFIRMED BY THE CONTRACTOR PRIOR TO THE START OF RELATED WORK. REPORT ALL DISCREPANCIES IMMEDIATELY TO THE ENGINEER TO DETERMINE IF MODIFICATIONS TO THE DETAILS INDICATED ARE REQUIRED.
2. DURING FIELD VERIFICATION, THE WATER STORAGE TANK WILL REMAIN IN SERVICE AND WILL CONTAIN POTABLE WATER. DURING CONSTRUCTION, THE 3.5 MG TANK MAY BE EMPTIED AND TAKEN OFFLINE FOR BAFFLE INSTALLATION. REFER TO SPECIFICATIONS 01 14 00 AND 13 38 00 FOR INSTALLATION REQUIREMENTS AND RESTRICTIONS.
3. THE GEOMEMBRANE BAFFLE SYSTEM AND NEW SUPPORT FRAME SHALL BE DESIGNED, DETAILED, FURNISHED, AND INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH SPECIFICATION SECTION 13 38 00 AND THE STRUCTURAL DRAWINGS.
4. THE EXISTING WATER STORAGE TANK CONSISTS OF A POST-TENSIONED CAST-IN-PLACE CONCRETE FOUNDATION SLAB-ON-GRADE, POST-TENSIONED CAST-IN-PLACE CONCRETE WALLS, AND A POST-TENSIONED CAST-IN-PLACE ROOF SLAB SUPPORTED BY CAST-IN-PLACE CONCRETE COLUMNS. REFER TO SPECIFICATION 13 38 00 FOR ANCHORING REQUIREMENTS AND RESTRICTIONS.

SHEET KEYNOTES

A. GEOMEMBRANE BAFFLE SHEETING (BELOW).

B. EXISTING 3'-7" X 3'-7" OPENING W/ CAGED ACCESS LADDER BELOW (HATCH NOT SHOWN)

C. EXISTING 3'-7" X 3'-7" ACCESS OPENING (HATCH NOT SHOWN)

D. EXISTING 5'-0" X 9'-0" ACCESS OPENING (HATCH NOT SHOWN)

APPROVED:

City Engineer	Date	Job Number
Jeremy Walkshlag PE	11/1/23	23-PW-105

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Consultant

Revision	By	Appd	MM/YYYY

Issued	By	Appd	MM/YYYY
0 ISSUED FOR CONSTRUCTION	MAP	SJE	10/2023

Permit/Seal

COLORADO LICENSED
JEREMY S. WELTZER
51172
PROFESSIONAL ENGINEER

Client/Project

CITY OF ARVADA

RALSTON 3.5 MG TANK
BAFFLING PROJECT
23-WA-10
Arvada, Colorado

Project No.: 181301588

File Name: N/A

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Dwn.	Dsgn.	Chkd.	MM/YYYY

Title

ROOF PLAN

Revision:

Drawing No.

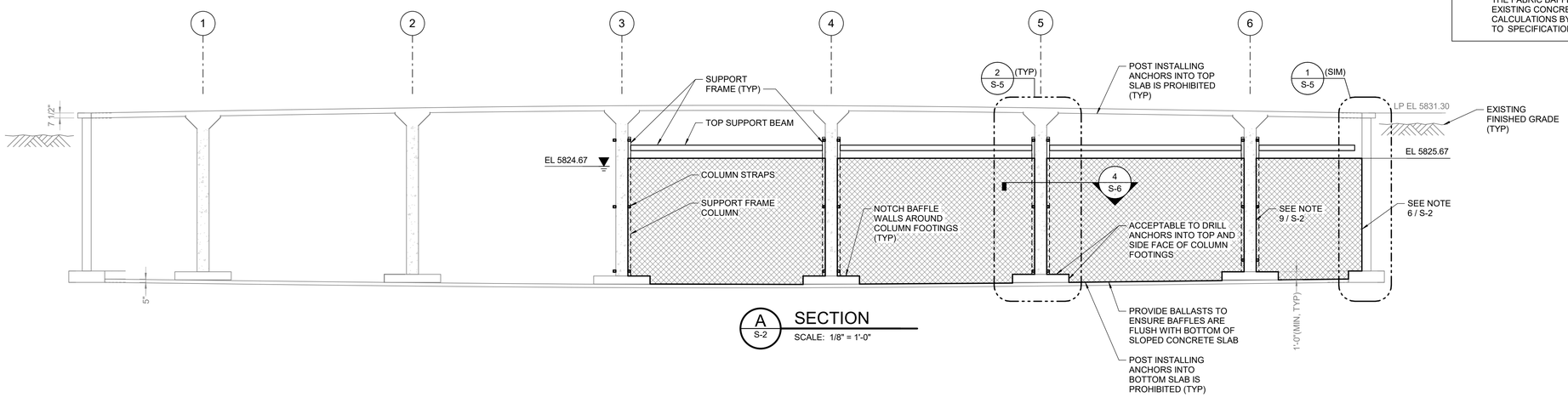
S-3

10/24/2023 10:04:10 AM

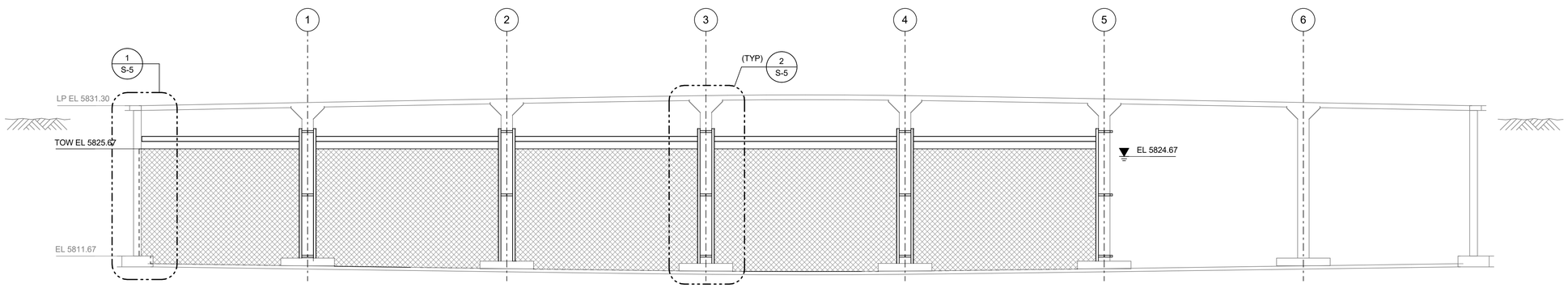
ORIGINAL SHEET - ANSI D

GENERAL SHEET NOTES

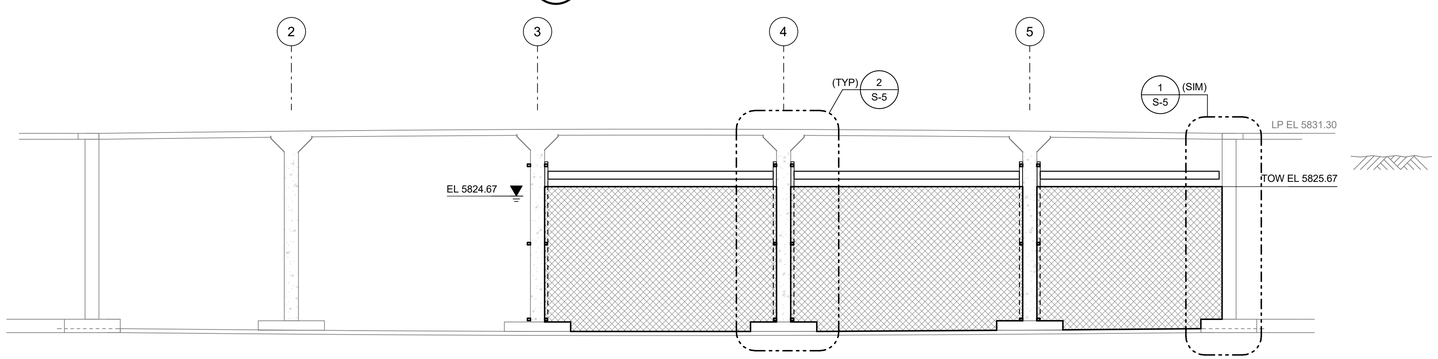
1. DIMENSIONS, ELEVATIONS, DEPICTION AND OTHER INFORMATION ASSOCIATED WITH THE EXISTING STRUCTURE, GEOMETRY AND DETAILING ARE BASED ON AS-BUILT DRAWINGS AND SHALL BE CONFIRMED BY THE CONTRACTOR PRIOR TO THE START OF RELATED WORK. REPORT ALL DISCREPANCIES IMMEDIATELY TO THE ENGINEER TO DETERMINE IF MODIFICATIONS TO THE DETAILS INDICATED ARE REQUIRED.
2. THE DESIGN AND DETAILS OF THE FABRIC BAFFLE WALLS, BAFFLE SUPPORT FRAMING, AND CONNECTIONS TO THE EXISTING CONCRETE TANK SHOWN ARE CONCEPTUAL AND DEPICT DETAILING AND CONNECTION REQUIREMENTS FOR ANCHORING TO THE EXISTING CONCRETE TANK.
3. THE CONTRACTOR IS RESPONSIBLE FOR THE FINAL DESIGN AND DETAILING OF THE FABRIC BAFFLE WALLS, BAFFLE SUPPORT FRAME, AND CONNECTIONS TO THE EXISTING CONCRETE TANK AND SHALL SUBMIT SIGNED AND SEALED DRAWINGS AND CALCULATIONS BY A PROFESSIONAL ENGINEER IN THE STATE OF COLORADO. REFER TO SPECIFICATION 13 38 00 FOR FURTHER CLARIFICATION AND REQUIREMENTS.



A S-2 SECTION
SCALE: 1/8" = 1'-0"



B S-2 SECTION
SCALE: 1/8" = 1'-0"



C S-2 SECTION
SCALE: 1/8" = 1'-0"

APPROVED:

Jenny Wolbekking P.E. — City Engineer
11/1/23 — Date
23-PW-105 — Job Number

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JEREMY S. WELZER
51172
PROFESSIONAL ENGINEER

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RALSTON 3.5 MG TANK
BAFFLING PROJECT
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Arvada, Colorado

Project No.: 181301588
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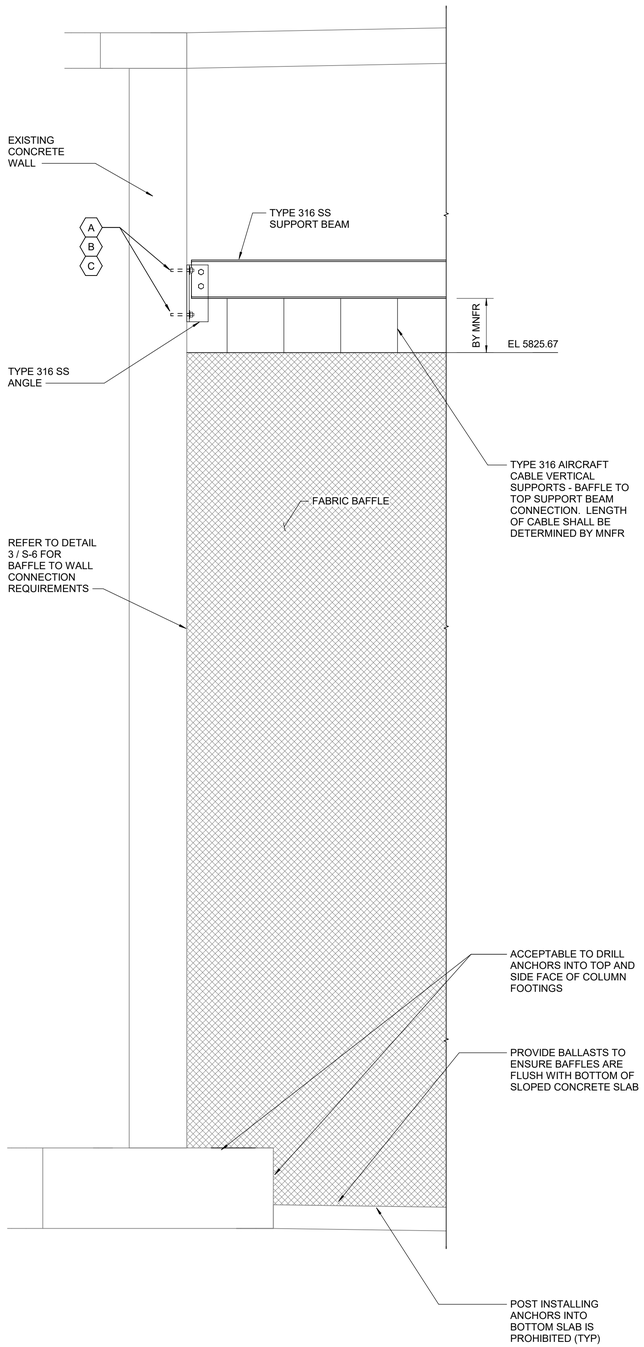
Title
SECTIONS - I

Revision:

Drawing No.
S-4

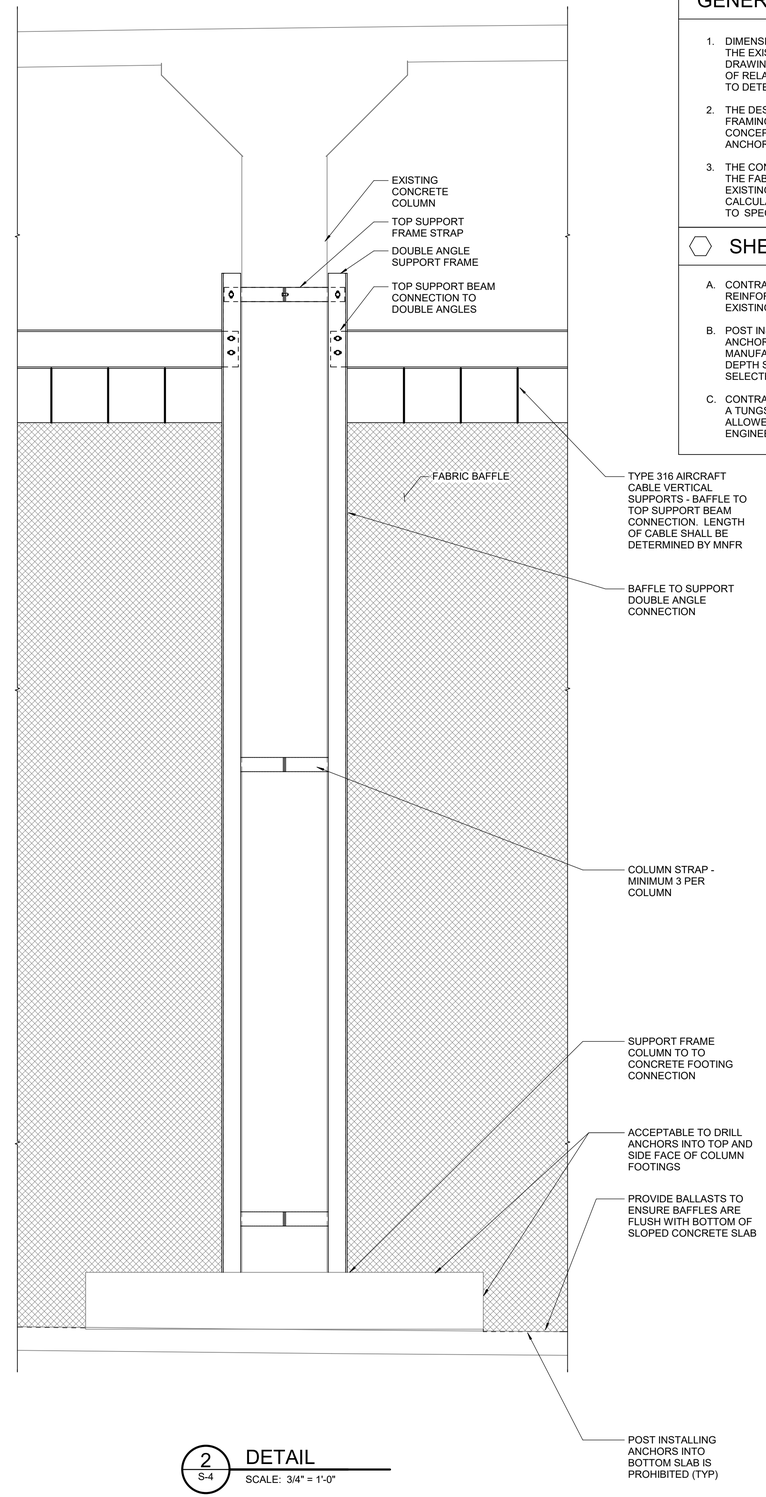
10/24/2023 10:04:10 AM

ORIGINAL SHEET - ANSI D



1 S-4 SUPPORT FRAME TO CONCRETE WALL CONNECTION

SCALE: 3/4" = 1'-0"



2 S-4 DETAIL

SCALE: 3/4" = 1'-0"

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SHEET KEYNOTES

A. CONTRACTOR SHALL FIELD LOCATE AND AVOID EXISTING TENDONS AND MILD REINFORCEMENT - CONTACT ENGINEER IF ANCHOR LOCATIONS ARE WITHIN 6" OF EXISTING TENDONS OR REINFORCEMENT.

B. POST INSTALLED ANCHORS SHALL BE MAXIMUM 3" LONG TYPE 316 SS EXPANSION ANCHORS. ANCHOR DIAMETER AND SPACING TO BE DETERMINED BY MANUFACTURER. 3 1/2" IS THE MAXIMUM ALLOWABLE HOLE DEPTH - ACTUAL DRILL DEPTH SHALL BE PER THE INSTALLATION INSTRUCTIONS OF THE SPECIFIC ANCHOR SELECTED, BUT NOT TO EXCEED 3 1/2".

C. CONTRACTOR SHALL FIRST DRILL A 1/4" PILOT HOLE TO THE REQUIRED DEPTH USING A TUNGSTEN CARBIDE (MASONRY) BIT WITH A HAMMER DRILL (CORE DRILL IS NOT ALLOWED). IF METAL IS STRUCK, IMMEDIATELY STOP DRILLING AND CONTACT ENGINEER.

APPROVED:

City Engineer — Date: 11/1/23 — Job Number: 23-PW-105

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51172
PROFESSIONAL ENGINEER

Client/Project

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RALSTON 3.5 MG TANK
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23-WA-10

Arvada, Colorado

Project No.: 181301588

File Name: N/A

Scale: As indicated

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Title

DETAILS - I

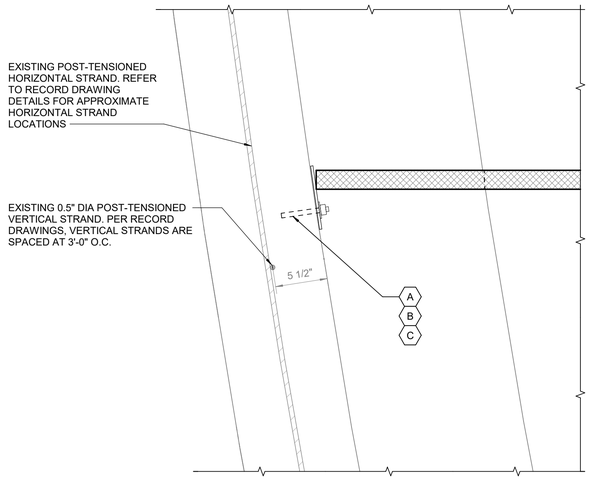
Revision:

Drawing No.

S-5

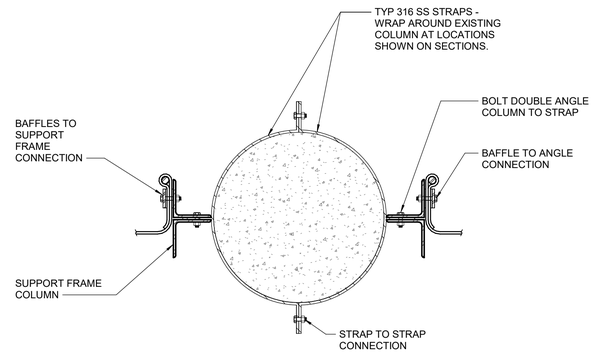
10/26/2023 10:04:11 AM

ORIGINAL SHEET - ANSI D



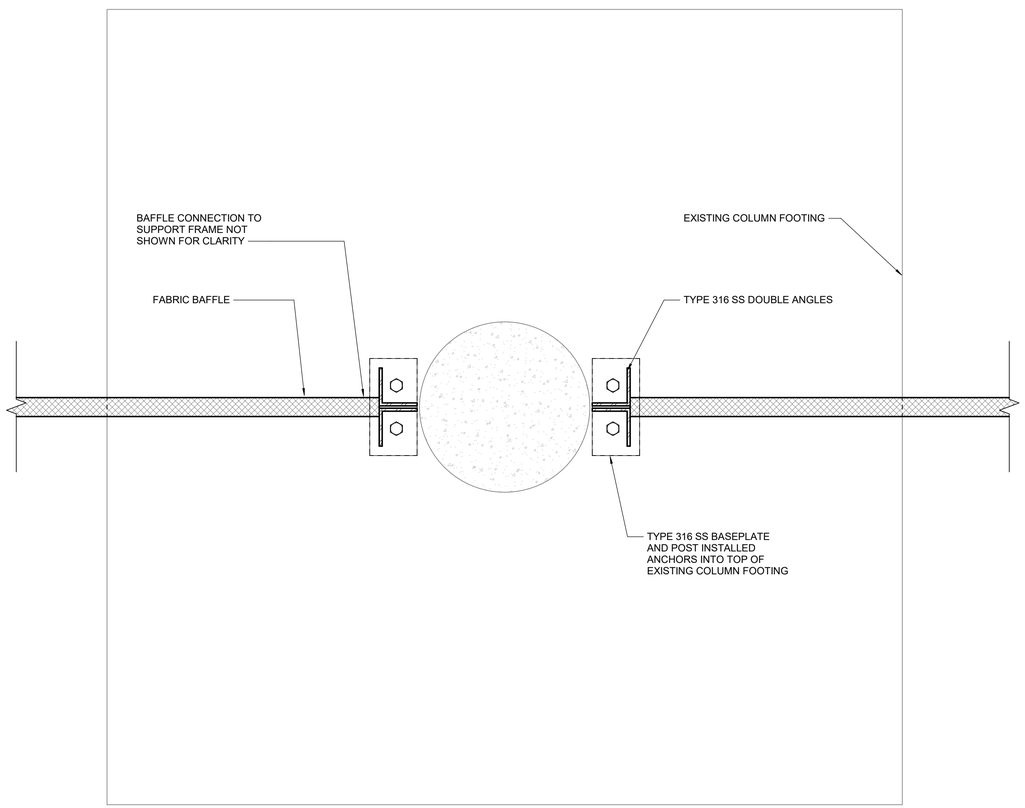
3 S-2 BAFFLE TO CONCRETE WALL CONNECTION

SCALE: 1 1/2" = 1'-0"



4 S-4 BAFFLE TO ANGLE TO COLUMN STRAP

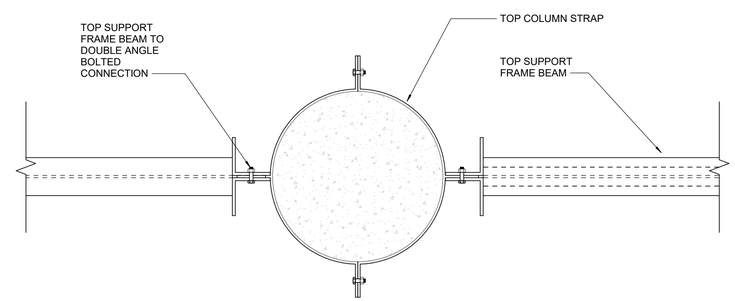
SCALE: 1 1/2" = 1'-0"



5 S-2 DOUBLE ANGLE BASEPLATE CONNECTION

SCALE: 1 1/2" = 1'-0"

B S-4



6 S-3 TOP COLUMN STRAP AND SUPPORT BEAM CONNECTION

SCALE: 1 1/2" = 1'-0"

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APPROVED:

City Engineer — Date 11/1/23 — Job Number 23-PW-105

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Permit/Seal

COLORADO LICENSED JEREMY S. WELLES 51172 PROFESSIONAL ENGINEER

Client/Project

CITY OF ARVADA

RALSTON 3.5 MG TANK BAFFLING PROJECT 23-WA-10

Arvada, Colorado

Project No.: 181301588

File Name: N/A

Scale: As indicated

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Dwn.	Dsgn.	Chkd.	MM/YYYY

Title

DETAILS - II

Revision:

Drawing No.

S-6

10/26/2023 11:15:26 AM

ORIGINAL SHEET - ANSI D

Contractors Response

23-PW-105 CSB Ralston 3.5MG
Tank Baffling Project 23-WA-10

An Agreement By And Between The City Of Arvada And Garney Companies, Inc. For The Ralston 3.5mg Tank Baffling Project, Project No. 23WA10, In An Amount Not To Exceed $628,000.00

7911 Shaffer Parkway, Littleton, CO 80127
Phone: 303.791.3600
Fax: 303.791.1801
www.garney.com

Cheryl Dye
City of Arvada
cdye@arvada.org.

November 20, 2023

Subject: **Garney Bid Qualification Letter**
Ralston 3.5MG Tank Baffling Project

Dear Cheryl:

Please find attached Garney's bid for the Ralston 3.5MG Tank Baffling Project.

As we prepared this bid it become apparent that this project will not be able to be completed within the required timeframe due to the delivery lead times of the baffle curtain and particularly the stainless-steel support structure. This requires the Project Delivery date be extended from March 18, 2024, to May 1, 2024. Alternatively, if this extension pushes into the peak demand season, we can procure the materials for install in the fall of 2024.

If the schedule extension is not allowed, please disqualify Garney's bid.

Thank you for your consideration and please reach out to me if you have any questions.

Respectfully submitted,

GARNEY COMPANIES, INC.

Matt Wampler
Senior Project Manager
(720) 339-5973
mwampler@garney.com

BID BOND

We, the undersigned Garney Companies, Inc. as Principal, and The Continental Insurance Company as Surety, are hereby held and firmly bound unto the City of Arvada, Colorado, in the penal sum of Five Percent (5%) of the Total Amount Bid ---------- for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Arvada, Colorado the accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the construction of City of Arvada **CSB 23-PW-105** Project No. 23-WA-10, Ralston 3.5MG Tank Baffling Project.

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

NOW THEREFORE,

(A) If said Bid Proposal shall be rejected; or in the alternate,

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this 7th day of November, 2023, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL	SURETY
Name: Garney Companies, Inc.	The Continental Insurance Company
Address: 7911 Shaffer Parkway, Littleton, CO 80127	151 N. Franklin Street, Chicago, IL 60606
By:	By: Thuyduong Le
Title: Joel Heimbuck, Director of Operations	Title: Thuyduong Le, Attorney-in-Fact
	Attorney-in-Fact: Thuyduong Le
	(SEAL)

GARNEY COMPANIES, INC. CORPORATE SEAL MISSOURI

THE CONTINENTAL INSURANCE COMPANY

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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda)

On November 7, 2023 before me, Courtney Chew, Notary Public
(insert name and title of the officer)

personally appeared Thuyduong Le,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

COURTNEY CHEW
Notary Public - California
Contra Costa County
Commission # 2448287
My Comm. Expires May 29, 2027

Signature C. CHEW (Seal)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Susan M Exline, Julia Ortega, Thuyduong Le, Brittany Kavan, Misty R Hemje, Courtney Chew, Maria De Los Angeles Reynoso, Tina K Nierenberg, Individually

of Walnut Creek, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of June, 2023.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of June, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 7th day of November, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4-2023

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolutions duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

> "RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

BID PROPOSAL

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

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

The Bidder, in compliance with your Advertisement for Bids, hereby proposes to perform all Work in strict accordance with the Contract Documents, for the construction of City of Arvada **CSB#23-PW-105** Project No. 23-WA-10 entitled **Ralston 3.5MG Tank Baffling Project** within the time set forth therein, and at the prices stated on the included Bid Schedule as totaled herein.

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

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

Bidder states that their:

Major Material Suppliers are:	Material They Will Supply
Environetics, Inc.	**Baffle System**
Environetics, Inc.	**Stainless Steel Baffle Support Structure**

Major Subcontractors are:	Work They Will Perform
None	

*****See qualification letter on First Page of this document*****

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within **120** working days after the date to be specified in the Notice to Proceed. A Notice to Proceed is anticipated to be issued on or about December 4, 2023. The bidder shall agree to pay the owner the sum of $2,000 for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

Total from included Bid Schedule: **TOTAL BID** $ **628,000.00**

SUBMITTED BY:

Company Name: Garney Companies, Inc.

Contact Names: Matthew Wampler, Sr. Project Manager | Joel Heimbuck, Director of Operations

Address: 7911 Shaffer Parkway, Littleton, CO 80127

Phone: (303) 791-3600 Email(s): mwampler@garney.com | jheimbuck@garney.com

The undersigned hereby affirms that:

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

By:	November20, 2023	44-0658613
Signature of Authorized Agent	Date	FEIN
Joel Heimbuck	Director of Operations	jheimbuck@garney.com
Typed/Printed Name of Agent	Title of Agent	Agent email

GARNEY COMPANIES, INC. CORPORATE SEAL MISSOURI

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

Use Excel format sheet attached
for Submittal.

Ralston 3.5MG Tank Baffling Project
City of Arvada CSB # 23-PW-105 (23-WA-10)

BID SCHEDULE

Contractor: Garney Companies, Inc.

Bid Prepared By: Matthew Wampler and Justin Dreitzler

ITEM #	ITEM	TOTAL QTY	UoM	UNIT COST	EXTENSION
1.0	Mobilization	1.00	LS		$0.00
2.0	Field Verification	1.00	LS		$1.00
3.0	Baffle Procurement	1.00	LS		$1.00
4.0	Tank Cleaning	1.00	LS		$1.00
5.0	Baffle Installation	1.00	LS		$1.00
6.0	Comprehensive Tank Assessment	1.00	LS		$1.00
7.0	Tank Disinfection	1.00	LS		$1.00

TOTAL BID $ **0.00**

SEE E-MAILED EXCEL SPREADSHEET

REQUIRED CONTRACTOR SUBMITTAL FORM

SUBMITTAL CHECKLIST:

Bid Proposals shall be submitted in the order listed below with each section clearly identified. **Missing information or required documents may result in submission being deemed non-responsive**.

- ☑ Submit completed Bid Bond, Bid Proposal, Bid Schedule, Required Contractor Submittal, and any other attachments requested.
- ☑ Submit implementation timeline and warrantees, if applicable.
- ☑ Attach Contractor's Licensing, if applicable.
- ☑ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable.
- ☑ Please initial to acknowledge Addenda, if any, have been considered in your proposal:

#1 JH #2 _____ #3_____

REFERENCES:

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

Name: City of Thornton Contact Person: Martin Kimmes

Address: 9500 Civic Center Drive, Thornton, CO 80229

Telephone No: 303-242-9752 Email: martin.kimmes@cityofthornton.net

Describe type of work/service performed or items supplied: Work performed inside an existing treated water reservoir.

Name: Xcel Energy Contact Person: Chris Burrier

Address: 414 Nicollet Mall, 8th Floor, Minneapolis, MN 55401

Telephone No: 806-378-2182 Email: christopher.s.burrier@xcelenergy.com

Describe type of work/service performed or items supplied: Garney did baffle wall construction in an existing basin.

Name: City of Aurora Contact Person: Elizabeth Carter (now with CDM Smith)

Address: 15151 East Alameda Parkway, Suite 3600, Aurora, CO 80012

Telephone No: 303-619-1656 (cell) Email: ecarter@auroragov.org

Describe type of work/service performed or items supplied: Garney did work inside of an existing treated water reservoir.

A project report is attached showing our similar project experience with additional details, including the references above.

SIMILAR PROJECTS

Project 6310

SOLDIER CANYON FILTER PLANT 15 MGD EXPANSION (CMAR)

Final Contract Amount:	$34,406,071	**Client:**	Soldier Canyon Water Treatment Authority
Start Date:	January 2018	**Reference:**	Ken Garrett - (970) 568-6012
Completion Date:	June 2021		
Delivery Method:	CMAR	**Engineer:**	Stantec
Location:	Fort Collins, CO	**Reference:**	Shelley Trujillo - (303) 291-2128

Garney provided CMAR services including full design assistance and construction services for the completion of a 15 MGD expansion to the existing Soldier Canyon Water Treatment Plant for a finished capacity of 60 MGD after the improvements. The construction phase scope included a new 30 MGD rapid mixing flocculation and sedimentation basin pretreatment facility consisting of horizontal shaft flocculators and plate settlers; 60 MGD chlorine contact basin train; demolition of the existing concrete solids handling decant pond and construction of a new 10,626 SF concrete decant pond, as well as sludge pump station upgrades consisting of new piping and pumps; chemical storage and feed facilities including alum, polymer, fluoride, PAC, and soda ash; associated yard piping, pipeline improvements including 3,930 LF of 6" to 72" DIP and carbon steel waterlines, and manholes; electrical including a back-up generator as well as upgraded I&C; and paving, grading, and landscaping. To keep the plant in service during construction, the existing diversion vault was used in lieu of developing a bypass system which created savings for the Owner.

SIMILAR PROJECTS

Project 6342

WEMLINGER WATER PURIFICATION FACILITY CT CHAMBER

Final Contract Amount:	$24,992,000	**Client:**	City of Aurora, CO
Start Date:	March 2019	**Reference:**	Elizabeth Carter, P.E. (Now with CDM Smith) - (720) 859-4338
Completion Date:	January 2021		
Delivery Method:	Design-Bid-Build	**Engineer:**	Carollo Engineers
Location:	Aurora, CO	**Reference:**	Vincent Hart, P.E. - (303) 404-6324

This project included the excavation for and construction of a new 45' deep 2.5 MG buried chlorine contact (CT) chamber which included two stair wells, a storage building constructed of precast concrete wall panels and double tee roofs, and a sodium hypochlorite disinfection system. The scope included the installation of water pumps, sample pumps, and a chemical metering pump; 280 LF of 4" PVC sanitary gravity sewer; 1,730 LF of 18" to 72" cement-lined steel waterlines; and tie-ins to the existing buried lines. Also included containment chemical lines; 6,000 LF of 2" HDPE buried gas line; 8,400 LF of 4" PVC SDR21 potable water line; an electrical duct bank; modifications to the existing chemical piping, MCCs, and programming systems; and demolition and installation of a new HVAC system. In addition, heat tracing and insulation was performed on the existing sodium hydroxide chemical storage tanks and included the installation of 7,200 LF of 48” cement-lined steel overflow line including a new 60” manhole 30’ deep for a tie-in to an existing 30” storm drain. The project sits on a 5-acre site that required paving and public relation activities to the surrounding neighborhood.

SIMILAR PROJECTS

Project 6410

XCEL ENERGY NUTRIENT REMOVAL IMPROVEMENTS

Final Contract Amount:	$6,961,000	**Client:**	Xcel Energy
Start Date:	June 2021	**Reference:**	Chris Burrier - (806) 378-2182
Completion Date:	March 2023		
Delivery Method:	Design-Bid-Build	**Engineer:**	Garver
Location:	Amarillo, TX	**Reference:**	Tina Hanson - (682) 747-5392

This improvements project took place at two different wastewater treatment plants. The Hollywood Road aeration improvements included retrofitting existing basins 1 - 8 with fiberglass reinforced plastic (FRP) baffle walls to establish anoxic swing zone, installing new submersible mixers and submersible mixed liquor recycle (MLR) pumps and piping in each aeration basin, platforms and walkways, dissolved oxygen (DO) probes, ammonia instruments, and valves and meters. The blower building improvements included installing blow-off piping, flow meters, valves, a variable frequency drive, a motor control center (MCC), and an aeration system control panel. The River Road aeration improvements included retrofitting existing basins 1 - 5 with new FRP baffle walls, installing new submersible mixers and MLR pumps in each aeration basin, concrete platforms and walkways, DO probes, ammonia instruments, and valves and meters. The blower building improvements included installing blow-off piping, flow meters, valves, MCC, and an aeration system control panel. Both plants have new nitrate monitoring instruments at the reuse pump stations.

SIMILAR PROJECTS

Project 6272

WEMLINGER WPF TREATED WATER RESERVOIR REHABILITATION

Final Contract Amount:	$2,671,343	**Client:**	City of Aurora, CO
Start Date:	February 2017	**Reference:**	Elizabeth Carter, P.E. (Now with CDM Smith) - (720) 859-4338
Completion Date:	June 2017		
Delivery Method:	Best Value	**Engineer:**	Carollo Engineers
Location:	Aurora, CO	**Reference:**	Bart Giles - (303) 635-1220

This project included replacing the Water Purification Facility (WPF) roof access hatches, adding vents, demolishing interior piping, and connecting to the existing concrete treated water reservoir. The connection required installation of 600 LF of 36" and 60 LF of 72" mortar-lined steel waterline including tie-ins to existing piping, installing a 36" butterfly valve to the reservoir drain pipe, a 36" manhole that required a 30 VF excavation, and miscellaneous treated water reservoir concrete penetrations and repairs associated with piping and demolition. The main challenge was the 36" tie-in that was 30' deep and the surprise to find out that the diameter of the existing pipeline was 42". This caused a delay in completing the project due to ordering additional material for the tie-in.

This project required working in the City's existing treated water reservoir and required careful coordination with the City throughout the project.

SIMILAR PROJECTS

Project 6333

WES BROWN WATER TREATMENT PLANT DISINFECTION IMPROVEMENTS

Final Contract Amount:	$2,181,004	**Client:**	City of Thornton, CO
Start Date:	October 2018	**Reference:**	Dennis Laurita - (303) 538-7649
Completion Date:	May 2019		
Delivery Method:	Best Value	**Engineer:**	Carollo Engineers
Location:	Thornton, CO	**Reference:**	Will Sarchet - (303) 404-6308

This project was completed under the City's General Services Agreement contract and included improvements to the chemical feed system at the Wes Brown Water Treatment Plant within the existing clearwell and within the existing chemical building. The scope included the installation of 54" stainless steel mixing pipe, dual containment chemical piping, 24' tall FRP baffle walls, concrete divider walls, several small peristaltic chemical metering pumps, submersible pumps, sodium hypochlorite mixing points, analytical panels, and electrical. The main challenge of this project was that the work had to be completed during the winter shutdown of the plant.

This project included the construction of RFP Baffle Walls in the City's Clearwell during a short-term shutdown. It also required cleaning of the work area and disinfection prior to filling the Clearwell.

SIMILAR PROJECTS

Project 6299

GOLD HILL RESERVOIR CONCRETE JOINT REPAIR (CMAR)

Final Contract Amount:	$1,390,427	**Client:**	City of Greeley, CO
Start Date:	December 2017	**Reference:**	Dan Moore - (970) 350-9814
Completion Date:	June 2018		
Delivery Method:	CMAR	**Engineer:**	Bates Engineering
Location:	Greeley, CO	**Reference:**	Christian Badger (Kit), P.E. - (303) 980-8562

The City owns and operates the Gold Hill 15 MG concrete water storage reservoir that was built in 1978. It has since required various structural repairs and at this time it was determined that water was leaking through the reservoir and into the underdrain system. The preconstruction phase included working with the engineer to develop a joint repair alternative analysis for the City to review, as well as value engineering (VE) and constructability reviews of the project design, followed by building a critical path method (CPM) schedule, and provided cost estimates as the design advanced. Garney was also responsible for submitting a Guaranteed Maximum Price to the City, developing the construction management plan, and identifying permitting requirements. The construction phase included continued VE and constructability reviews, equipment and subcontractor procurement, securing permits, mitigating project risks, and conducting startup and testing. The scope consisted of repairing the leak, the installation of 830 LF of 36" and 36 LF of 30" steel (mortar-lined) new inlet waterline, and associated valves.

This project required work in an existing Potable Water Storage Tank, which required cleaning and disinfection once the work was completed.

UPDATED SCHEDULE

Revised Project Schedule
Ralston 3.5 MG Tank

Week Beginning November 26, 2023

	Activity	Responsibility	Constraints	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Comments
				11/26/23	12/3/23	12/10/23	12/17/23	12/24/23	12/31/23	1/7/24	1/14/24	1/21/24	1/28/24	2/4/24	2/11/24	2/18/24	2/25/24	3/3/24	3/10/24	3/17/24	3/24/24	3/31/24	4/7/24	4/14/24	4/21/24	4/28/24	
1	**General**				December					January					February				March				April				
2	**Pre Bid**																										
3	Bidding Period 20 Day	Justin/Matt/Nikia		X																							
4	Competitive Sealed Bid 11/20/23	Justin/Matt/Nikia		X																							
5	12/4/23 Project Award	City of Arvada			X																						
6	Notice to Proceed	City of Arvada			X																						
7																											
8	**Task #1 Material Procurement**																										
9	Drain Tank	Arvada							X																		
10	Baffle Curtain Measurements of interior Tank for fabrication	Garney							X																		
11																											
12	Purchase order for materials	Garney			X																						
13	Vendor Prepares Submittal	Vendor			X	X	X																				
14	Submittal to Engineer for Approval	Garney							X																		
15	Order Baffle Curtain Materials	Garney																									
16	Baffle Fabrication	Environetics							X	X	X	X	X	X													
17																											
18	Purchase order for support materials	Garney			X																						
19	Vendor Prepares Submittal	Environetics			X	X	X	X	X	X																	
20	Submittal to Engineer for Approval	Garney								X																	
21	Metals Fabrication	Environetics									X	X	X	X	X	X	X	X	X	X							
22																											
23	**Task #2 Pre Tank Cleaning**																										
24	Locate Rebar/Cables	Sub							X																		
25	Clean Tank Task #2	Garney							X	X																	
26	Disinfect Tank Task #2	Garney/Sub								X	X																
27																											
28	**Task #3 Install Baffle Curtain**	**Garney**																									
29	Drain Tank	Arvada																			X						
30	Install Column Straps	Garney																			X	X					
31	Install Beams	Garney																				X	X				
32	Install Fabric Baffle	Garney																					X	X			
33	Clean Tank Task from Construction	Garney																							X		
34																											
35	**Task #4 Comprehensive Tank Assessment**																										
36	Tank Assessment	Arvada/Garney																							X		
37																											
38	**Task # Tank Disinfection**																										
39	Disinfect Tank	Garney/Sub																								X	

CERTIFIED COPY OF RESOLUTION
OF SOLE DIRECTOR OF GARNEY COMPANIES, INC.

The undersigned, Thomas J. Roberts, hereby certifies that he is the duly elected and qualified Secretary of Garney Companies, Inc. a Missouri Corporation (the "Company"), and that as Secretary, he maintains the records and the corporate seal of the Company. The undersigned further certifies that the following is a true and correct copy of the resolution adopted by the Sole Director of the Company on the 5th day of December, 2022 and that such resolution is now in full force and effect:

RESOLVED: That the following individuals listed below

Michael H. Heitmann	CEO
Scott A. Parrish	President
Executive Vice President	Matthew W. Reaves
Timothy M. Behler	Vice President/COO - Eastern Plant
Wayne A. O'Brien	Vice President/COO - Western Plant
Matthew T. Foster	Vice President/COO - Western Pipe
Jason A. Seubert	Vice President/COO - Eastern Pipe
David R. Burkhart	Vice President
Stephen P. Ford	Vice President
Gregory K. Harris	Vice President
Jordan S. Carrier	Vice President
Daniel R. Smolik	Vice President
William D. Williams	Vice President
Jay L. McQuillen, Jr.	Director - Garney Federal
Thomas J. Roberts	Director of Financial Reporting/Secretary
Mark A. Kelly	Director - Business Development
Michael D. Strong	Director - General Counsel
Scott J. Reuter	Director
Jeffrey P. Seal	Director
Michael Joel Heimbuck	Director
Eric C. Wagner	Director
Brian B. Brandstetter	Director
Patrick S. Vidonish	Director

are hereby authorized and instructed to execute and deliver on behalf of the Corporation and its name, contracts, offers and bids pertaining to contracting and construction work to be performed by the Company.

IN WITNESS WHEREOF, the undersigned has hereby affixed his name as Secretary and caused the corporate seal of the Company to be affixed hereto this 5th day of December, 2022.

GARNEY COMPANIES, INC.
CORPORATE SEAL
STATE OF MISSOURI

Thomas J. Roberts

Thomas J. Roberts, Corporate Secretary

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

GARNEY COMPANIES, INC.

is an entity formed or registered under the law of Missouri, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19981169014 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/08/2022 that have been posted, and by documents delivered to this office electronically through 03/09/2022 @ 11:05:03 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/09/2022 @ 11:05:03 in accordance with applicable law. This certificate is assigned Confirmation Number 13853382 .

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Building Inspection Division
8101 Ralston Rd. Arvada, CO 80001
720-898-7620 Phone

AEC4039

CONTRACTOR'S LICENSE
CONTRACTOR - BUILDING

Contractor Information:
GARNEY COMPANIES INC
1700 SWIFT STREET
KANSAS CITY MO 64116

License Information:		
Expiration: 6/9/2024		
Authorized Signer's: COLBY DIAMOND, JOHN MILLER, JOEL HEIMBUCK, KEITH LEMASTER		
License Grades:	UNLIMITED	

Justin Clark
Chief Building Official

Contractor's Responsibilities:
Arvada City Code Sec. 18-72. Responsibilities. All licensees shall be responsible for any work requiring a permit under the provisions of this chapter, without limitation to the items as herein listed to: (a) Provide generally recognized safety measures and equipment to protect laborers and the public in general; (b) Present the required city license card when required by the building official or the building official's authorized representative; (c) Inform the building inspection division promptly of any change III licensee's address or telephone number; (d) Obtain a permit when the same is required; (e) Provide correct and honest factual information on all applications for permits; (f) Pay all fees assessed under authority of this chapter and other city regulations and to accurately inform the customer of the exact permit fee and other costs associated with obtaining a permit; (g) Construct without substantial departure from or disregard of drawings and specifications when such drawings and specifications have been filed and approved by the building inspection division and permit issued for same unless changes are approved by the building inspection division; (h) Perform the activity authorized by a permit in a proficient, workmanlike manner consistent with acceptable building practices; (i) Complete all work authorized by the permit issued under the authority of this chapter unless good cause is proved; G) Notify the building official when work is ready for inspection, and provide access to and means for the inspection, or if access to the work has been denied by the property owner, to comply with the requirements of section 18-33(c); (k) Obtain all required inspections and special inspections when the same are required by this chapter; (1) Take all reasonable actions to assist the building inspection division in ensuring that all inspections, including a final inspection, are completed before the expiration of the building permit. This includes, but is not limited to, ensuring that work subject to inspection is not concealed by subsequent work, assisting in making timely arrangements for inspections so that approvals may be completed before a permit expires, and engaging in timely and continuing communications with the division concerning the inspection process until a final inspection is completed and the permit is closed; (m) Obtain a final inspection and approval, a certificate of completion, a temporary certificate of occupancy, or a certificate of occupancy, when required, upon completion of the work authorized by the licensee's permit; (n) Keep streets and sidewalks that are adjacent to construction sites and open to the public traffic free of obstructions, construction materials, equipment, debris, mud, dirt or any other material that may be a hindrance or hazard to vehicular or pedestrian traffic; (0) Observe and conform to all of the rules and regulations governing construction and land use in the city; and (p) Comply with all orders, conditions, and restrictions issued by written order of the building official or the Board.

Ralston 3.5MG Tank Baffling Project
City of Arvada CSB # 23-PW-105 (23-WA-10)

BID SCHEDULE

Contractor: Garney Companies, Inc.

Bid Prepared By: Matthew Wampler and Justin Dreitzler

ITEM #	ITEM	TOTAL QTY	UoM	UNIT COST	EXTENSION
1.0	Mobilization	1.00	LS	$92,000.00	$92,000.00
2.0	Field Verification	1.00	LS	$15,000.00	$15,000.00
3.0	Baffle Procurement	1.00	LS	$400,000.00	$400,000.00
4.0	Tank Cleaning	1.00	LS	$14,000.00	$14,000.00
5.0	Baffle Installation	1.00	LS	$96,000.00	$96,000.00
6.0	Comprehensive Tank Assessment	1.00	LS	$5,000.00	$5,000.00
7.0	Tank Disinfection	1.00	LS	$6,000.00	$6,000.00

TOTAL BID $ 628,000.00

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 8.A.3.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: R24-003, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $950,000.00 to Senergy Petroleum, LLC for the Purchase of Fuel Used in City Vehicles and Equipment

Report in Brief

Arvada participated in a competitive purchasing process with Arapahoe County and other members of the Colorado Multiple Assembly of Procurement Officials (MAPO) which has agreed to a contract with Senergy Petroleum LLC per MAPO bid # RFP-22-22_MAPO. Senergy Petroleum LLC was determined to be the top-rated offer and supplier for this MAPO solicitation. As a result, they will continue to provide fuel on the basis of a firm rate structure.

The Arvada team recommends that the City Council approve R24-003, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $950,000.00 to Senergy Petroleum, LLC for the Purchase of Fuel Used in City Vehicles and Equipment.

Financial Impact

This Blanket Purchase Order for $950,000 is a one-time request. City fuel is budgeted in account number 54.731020.57001 with the source being funded by a combination of General Funds and Internal Funds from the Work Systems of Infrastructure, Vibrant Community and Neighborhoods, Operational and Service Effectiveness, Safe Community, and Community and Economic Development.

Background

The Colorado Multiple Assembly of Procurement Officials (MAPO) was established in 1989 as a cooperative association allowing public procurement professionals to collectively issue solicitations for goods and services commonly required by Colorado local government agencies, and to make purchases based on existing agreements. The City of Arvada has participated with members of this association for our fuel purchases and delivery service for over twenty years and has realized significant cost savings through this relationship.

Discussion

The City of Arvada's portion of this total annual requirement is estimated annually at 220,000 gallons of gasoline and 75,000 gallons of diesel. The City has benefited greatly from a price and level of service standpoint by combining needs with other agencies, many of whom had considerably larger volumes. This will effectively serve the fuel requirements of the City's Vehicles and Equipment in 2024.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

Providing fuel for the City vehicles and equipment supports the Strategic Results associated with Infrastructure, Vibrant Community and Neighborhoods, Organizational and Service Effectiveness, Safe Community, and Community and Economic Development.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that City Council approve R24-003, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $950,000.00 to Senergy Petroleum, LLC for the Purchase of Fuel Used in City Vehicles and Equipment.

Suggested Motion:

I move that R24-003, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $950,000.00 to Senergy Petroleum, LLC for the Purchase of Fuel Used in City Vehicles and Equipment, be (approved) (rejected).

Prepared by:
Ike Miller, Fleet Services Manager

Reviewed by:

Approved by:

Sharon Israel, Director of Utilities	12/20/2023
Bryan Archer, Director of Finance	12/21/2023
Jessica Morales, Assistant City Attorney	12/21/2023
Tammy Hedlund, Legal Specialist	12/22/2023
Rachel Morris, City Attorney	12/22/2023
Nora Steenson, Deputy City Attorney	12/26/2023
Brad Moloney, Deputy City Attorney	12/26/2023
Don Wick, Deputy City Manager	12/27/2023
Lorie Gillis, City Manager	12/28/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-003

A RESOLUTION AUTHORIZING THE ISSUANCE OF A BLANKET PURCHASE ORDER IN THE AMOUNT OF $950,000.00 TO SENERGY PETROLEUM, LLC FOR THE PURCHASE OF FUEL USED IN CITY VEHICLES AND EQUIPMENT

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

Section 1. The city manager is hereby authorized to issue a blanket purchase order in the amount of $950,000.00 to Senergy Petroleum, LLC for the purchase of fuel used in city vehicles and equipment.

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

APPROVED AND ADOPTED this 8th day of January, 2024.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

ARAPAHOE COUNTY

FINANCE

Administration Building
5334 South Prince Street
Littleton, Colorado 80120-1136
Phone: 303-795-4620
arapahoegov.com

July 15, 2022

Gina Baker | Distributor Sales Representative
Hill Petroleum
6301 Ralston Rd.
Arvada, CO 80002
gbaker@hillpet.com

SUBJ: BULK FUEL PURCHASE AND DELIVERY FOR COLORADO MAPO AGENCIES RFP-22-22_MAPO

NOTICE TO AWARD

Dear Ms. Baker,

Arapahoe County is pleased to notify you that your firm's submittal for the above referenced project has been selected to enter final contract development. The Purchase Agreement will be developed based on your submittal and the Request for Proposal documents. We will be in contact with you to expedite the process.

Hill Petroleum's submittal and cost proposal will be considered in full as part of the Purchase Agreement for RFB-22-22_MAPO, Bulk Purchase and Delivery for Colorado MAPO Agencies.

Thank you for your interest in Arapahoe County and we look forward to the success of this agreement.

Sincerely,

Sarah Huerta

Sarah Huerta
Senior Purchasing Agent

Cc: Purchasing File

ARAPAHOE COUNTY

FINANCE

Administration Building
5334 South Prince Street
Littleton, Colorado 80120-1136
Phone: 303-795-4620
arapahoegov.com

July 15, 2022

NOTICE OF AWARD

BULK FUEL PURCHASE AND DELIVERY FOR COLORADO MAPO AGENCIES
RFP-22-22_MAPO

Awarded to: Attn: Gina Baker | Distributor Sales Representative
Hill Petroleum
6301 Ralston Rd.
Arvada, CO 80002
303.324.4200
gbaker@hillpet.com

Purchasing Contact: Sarah Huerta, CPPB
303.795.4536
shuerta@arapahoegov.com

The Colorado MAPO Agencies collectively or individually reserve the right to reject all proposals or any part thereof, to waive any formalities or informalities and further, to award the proposal to the responsive and responsible Contractor(s) as deemed in the best interest of the Colorado MAPO Agencies

PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each governmental unit which avails itself of this contract will establish its own contact, place its own orders, issues its own purchase orders, be invoiced there from, and make its own payments and issue its own exemption certifications as required by the Contractor. It is understood and agreed that Arapahoe County is not a legally binding party to any contractual agreement made between any other governmental agency and the Contractor because of this solicitation.

AGREEMENT FOR SERVICES

Project Number or Name: RFP-22-22_MAPO, Bulk Fuel Purchase and Delivery

THIS AGREEMENT is entered into as of the 1st day of August, 2022 by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County") and Hill Petroleum (hereinafter referred to as the "Contractor").

WHEREAS, the County desires to engage the Contractor to provide the services described in Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. Scope of Services. Contractor agrees to perform the services described in Paragraph 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. Time of Performance. The services of the Contractor are to commence and be completed (or end) by the dates set forth in Paragraph 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to Paragraph 4.A. below. All time limits are of the essence in this Agreement.

3. Method of Payment. The County will compensate the Contractor for services rendered in accordance with Paragraph 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. Contractor shall submit invoices in a form acceptable to the County and in conformance with the County's policies. Contractor shall provide such backup information for its invoices as may be reasonably requested by the County. The County shall have forty-five (45) days from receipt of any accepted invoices to make payment to the Contractor.

4. General Terms and Conditions.

A. Termination of Agreement. The County or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Agreement shall become the property of the County, provided the Contractor has been paid for these services. Unless expressly stated otherwise in the notice, Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Contractor.

B. Changes. The County or Contractor may, from time to time, request changes in the scope of services or compensation of the Contractor. Such changes that are mutually agreed upon between

the County and Contractor shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the Board of County Commissioners, or by a person authorized by resolution to sign on behalf of the Board.

C. Assignability or Subcontracting. Any assignment, transfer, or subcontracting of the Contractor's rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement is prohibited, unless written consent is obtained from the County.

D. Audit. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Contractor which are pertinent to the Contractor's performance under this Agreement for the purpose of making an audit, examination, or excerpts. Contractor shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers, and records which are pertinent to the Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

E. Equal Employment Opportunity. Pursuant to Colorado Revised Statutes § 24-34-402, as amended, while providing services under this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

F. Ownership of Documents. All drawings, specifications, guidelines and other documents prepared or received by the Contractor in connection with this Agreement shall be the property of the County, provided the Contractor has been paid for these services.

G. Assignment of Copyrights. Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. Contractor waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

I. Compliance with Laws/Licenses and Permits. Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement.

J. No Waiver of Rights. The County's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

K. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

L. Conflict of Interest/Ethics. Contractor shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Contractor with regard to providing services pursuant to this Agreement. Contractor shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Code of Ethics.

M. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Contractor substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Contractor. These remedial actions are as follows:

a. Suspend Contractor's performance pending necessary corrective action as specified by the County without the Contractor's entitlement to an increase in compensation or a time extension; and/or

b. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

c. Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, it its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Contractor of its exercise of any of the foregoing remedial actions.

N. Force Majeure. Neither the Contractor nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

P. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Contractor agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Contractor to perform the services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the County by this Agreement. Contractor covenants with the County to use its best efforts. Contractor shall further the interests of the County according to the County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

R. Accuracy of Work. Contractor represents, covenants and agrees that its work will be accurate and free from any material errors.

5. Insurance. In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Exhibit A.

A. Contractor agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) Workers' Compensation Insurance: Contractor shall maintain workers' compensation insurance covering the contractor for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County.

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - $1,000,000 bodily injury for each accident
  - $1,000,000 each employee for disease
  - $1,000,000 disease aggregate

The requirements of this provision shall apply to the Contractor and to all subcontractors.

2) Commercial General Liability: Contractor shall maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use), and personal injury.

Minimum Limits:

- $1,000,000 each occurrence
- $2,000,000 general aggregate with dedicated limits per project site
- $2,000,000 products and completed operations aggregate

Coverages:

- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Severability of Interests Provision
- Products and completed operations coverage maintained for at least 2 years after completion of the project for construction contractors only
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

3) Automobile Liability: Contractor shall maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection with this Agreement:

Minimum Limit:

- $1,000,000 Combined Single Limit Each Accident

Coverages:

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

4) Professional Liability Insurance. Errors and Omissions or Professional Liability Insurance is required. The required minimum amount of coverage is $_____ _____.

5) Cyber Liability Insurance. Cyber Liability Insurance is required. The required minimum amount of coverage is not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The requirements of this provision shall apply to the Contractor and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or non-renewal of the policies.

E. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

6. Insurance Certificates.

A. Contractor shall, at the time of executing the Agreement, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

7. Indemnification. Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, agents, and assignees (the "Indemnified Parties") from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses, and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. Contractor's obligation to indemnify pursuant to this Paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

8. Independent Contractor. Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to provide services under the terms of this

Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate, or otherwise objectionable.

9. Notices. Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Paragraph 4 of Exhibit A.

10. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*. as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity.

11. Extent of Agreement. This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the County and Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(SA Form, 7/6/22)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for Services.

CONTRACTOR: Hill Petroleum

By: Thomas Walker
(Signature)

Title: Sr VP of Sales
Date: 7/26/2022

ARAPAHOE COUNTY

By: Pamela O'Neill
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: 9.6.2022

EXHIBIT A to Agreement between the County and Hill Petroleum**.**
Project Number or Name: RFP-22-22_MAPO, Bulk Fuel Purchase and Delivery.

1. Scope of Services. Contractor hereby agrees to and accepts responsibility to perform the following services:

A. Furnish high-quality gasoline and diesel fuels and provide a comprehensive program for monitoring tanks and providing fuel treatment services .

B. Provide 24-hour delivery, and fuel monitoring and treatment services. This includes monitoring and treatment for fuel contamination, bacteria, fungus, water, as well as diesel and gasoline blending. Provide priority for fuel deliveries and 24-hour delivery service.

C. Provide sufficient personnel and local resources to support this Agreement.

D. Provide specifications for fuels they intend to supply to include specifications for, but not limited to, no lead and premium no lead gasoline, Bio diesel, #1 diesel, #2 diesel, and premium diesel products.

RFP-22-22_MAPO and Hill Petroleum submitted proposal are incorporated into the Agreement the event of any conflicts between this Agreement and any solicitation documents, this Agreement shall control.

E. Time of Performance. The services of the Contractor shall commence (place an "X" in one):

___ As of the date of this Agreement.

___ As specified in a Notice to Proceed to be provided by the County.

X As of the following date: August 1, 2022.

The services of the Contractor shall be completed, or shall end, by July 31, 2023.

F. Compensation. The County agrees to compensate the Contractor for the performance of services detailed in Paragraph 1 above, Scope of Services, as follows (place an "X" in one):

___ Lump sum due upon completion: .

___ Hourly rate of (to be billed monthly).

X Other: Per Hill Petroleum Pricing Proposal submitted with RFP-22-22_MAPO.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed .

G. Addresses for Notices. The addresses for Notices are as follows:

To the County: Arapahoe County Fleet Management
7600 S. Peoria Street
Englewood, CO 80112

and (send to both)

Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

To the Contractor: Hill Petroleum
6301 Ralston Rd
Arvada, CO 80002

H. Special Conditions. (place an "X" in one).

___ No special conditions

X Special Conditions are as follows:

A. OPTION TO RENEW FOR FOUR (4) SUBSEQUENT YEARS (MAINTAINING SAME PRICES): The prices or discounts quoted by the Contractor in its Response shall prevail for the term of the contract, at which time the County shall have the option to renew the contract for four (4) subsequent one-year periods, provided, however, that such Contractor will maintain the same prices or discounts that were agreed to in the initial contract. The optional renewal periods shall not exceed four years. Continuation of the contract beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

B. LIMITED CONTRACT EXTENSION TO MAINTAIN SERVICE LEVELS: It is hereby agreed and understood that this contract may be extended for an additional thirty-day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Contractor agrees to continue the same or a reduced level of service to the Colorado MAPO Participating Agencies at the same prices while the new contract, also in force, is being mobilized. The Contractor shall be allowed to invoice the Colorado MAPO Participating Agencies for this additional period on a pro-rated basis.

C. PURCHASE OF OTHER RELATED ITEMS NOT LISTED IN THIS SOLICIATION: While the major items have been listed in this solicitation that is utilized by the Colorado MAPO Participating Agencies in conjunction with their operations, there may be ancillary items that may be purchased during the term of this Agreement. Under these circumstances, the County reserve the right to obtain price quotes from the Contractor and to award these ancillary items separately.

Because of the need for public accountability, the following information concerning the Proposal will not be considered proprietary, even if such information is clearly marked as such: prices of Proposal, non-financial information concerning compliance with specifications, guarantees and warranties.

OPTION # 1 - DAILY PRICING OPTION

Provide margin pricing (in cents to a maximum of four (4) decimal places) for each line item, to be added to the "rack average" price published by the Denver, Colorado Oil Price Information Service (OPIS) for the type of fuel required in order to determine the actual purchase price. The average price published by the Denver, Colorado OPIS each Thursday shall be in effect for purchases from Monday through Sunday of the following week. If OPIS does not publish a price for the type of fuel required in the current week, the most recent published price shall prevail. The Contractor will email this report weekly to the designated contact person for each Participating Agency.

CONTRACTOR NAME HILL Petroleum

RFP 22-22

GASOLINE	GALLONS						
	300-500	501-1000	1001-2000	2001-3000	3001-4000	4001-7000	7001-10,000
UNLEADED	N/A	N/A	N/A	N/A	N/A	N/A	N/A
MID-GRADE	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
PREMIUM	N/A	N/A	N/A	N/A	N/A	N/A	N/A
E-10							
OXY UNLEADED	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
OXY MID-GRADE	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
OXY PREMIUM	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
E-85	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500

DIESEL	GALLONS						
	300-500	501-1000	1001-2000	2001-3000	3001-4000	4001-7000	7001-10,000
CLEAR ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
DYED ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
CLEAR WB ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
DYED WB ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
#1 CLEAR ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
#1 DYED ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
#2 DYED ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
B-20	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
DIESEL EXHAUST FUEL (DEF)	3.5000	3.5000	3.5000	N/A	N/A	N/A	N/A

AMENDMENT NO. 1 TO *SERVICE AGREEMENT*

Project Name: RFP-22-22 MAPO, Bulk Fuel Purchase and Delivery for Colorado MAPO Agencies

This Amendment No. 1 to the Service Agreement made this 26th day of August 2022 by and between Arapahoe County, Colorado, hereinafter called the "County" and Hill Petroleum, hereinafter called the "Contractor", and collectively referred to as the "Parties".

WHEREAS, the County and the Contractor have entered into a/an Agreement for Service dated August 1, 2022 to perform and provide bulk fuel and ancillary products (the "Agreement"); and

WHEREAS, the parties desire to enter into this Amendment No. 1 to revise the scope of services as outlined in the Contractor's fee proposal dated June 30, 2022, which is attached hereto as Exhibit A.

NOW, THEREFORE, the Parties agree as follows:

1. The Scope of Services section in **Exhibit A Paragraph 1** is hereby amended to include the services identified and accepted in the attached Exhibit A.

2. The Compensation section in **Exhibit A Paragraph 2** is hereby amended to state the following:

   Pricing Option #1 (Daily Pricing) to provide margin pricing (in cents to a maximum of four (4) decimal places)for each line item, to be added to "rack average" price published by Denver, Colorado Oil Price Information Service (OPIS) for type of fuel required to determine the actual purchase price. The average price published By Denver, Colorado OPIS day of delivery.

3. Except as specifically amended herein, all provisions of this Agreement shall remain in full force and effect.

4. This Amendment No. 1 shall take effect immediately upon execution by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1.

CONTRACTOR: Hill Petroleum

By: _____
(Signature)

Title: President / CEO

Date: 9/14/2022

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: 9-14-22

ARAPAHOE COUNTY
COLORADO'S FIRST

Department of Finance

PURCHASING DIVISION
5334 South Prince Street
Littleton, Colorado 80120-1136
Phone: 303-795-4430
Fax: 303-738-7929
www.arapahoegov.com

TODD WEAVER
Director

June 14, 2023

Gina Baker
Thomas Walker
Senergy Petroleum
6301 Ralston Rd.
Arvada, CO 80002
Gina.Baker@gosenergy.com
Thomas.Walker@gosenergy.com

RE: Bulk Fuel Purchase and Delivery for Colorado MAPO Agencies
RFP-22-22_MAPO

Dear Ms. Baker and Mr. Walker,

Hill Petroleum entered into an agreement for Bulk Fuel Purchase and Delivery for Colorado MAPO Agencies on August 01, 2022. Arapahoe County then consented to the assignment of the agreement from Hill Petroleum to Senergy Petroleum effective November 2, 2022. Please find attached with this letter the Extension of the Agreement.

Please sign and e-mail back a scanned copy, along with current pricing and an updated Certificate of Insurance, within ten (10) business days of the date of this letter.

Sincerely,

Sarah Huerta, CPPB

Sarah Huerta
Senior Purchasing Agent

Cc: Purchasing File

June 14, 2023

Gina Baker
Thomas Walker
Senergy Petroleum
6301 Ralston Rd.
Arvada, CO 80002
Gina.Baker@gosenergy.com
Thomas.Walker@gosenergy.com

RE: Bulk Fuel Purchase and Delivery for Colorado MAPO Agencies
RFP-22-22_MAPO

Arapahoe County and Senergy Petroleum entered into an agreement for Bulk Fuel Purchase and Delivery for Colorado MAPO Agencies on August 1, 2022. The parties may mutually agree upon an annual extension of this agreement pursuant to the provisions as set forth in the original Agreement for Services.

Senergy Petroleum hereby agrees to maintain market value pricing without additional increases, and all parties mutually agree upon an annual extension of this agreement pursuant to the provisions set forth in the solicitation.

Staff has determined that it is to the best interest of the County to extend this agreement from August 1, 2023, through July 31, 2024.

By executing the signature page, both parties agree to the extension of this Agreement for Services or Purchase Agreement.

SIGNATURE PAGE

CONTRACTOR: Senergy Petroleum

By: _____
(signature)

Title: Regional Sales Director

Date: 6/14/2023

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: 6-29-23

OPTION # 1 - DAILY PRICING OPTION

Provide margin pricing (in cents to a maximum of four (4) decimal places) for each line item, to be added to the "rack average" price published by the Denver, Colorado Oil Price Information Service (OPIS) for the type of fuel required in order to determine the actual purchase price. The average price published by the Denver, Colorado OPIS each Thursday shall be in effect for purchases from Monday through Sunday of the following week. If OPIS does not publish a price for the type of fuel required in the current week, the most recent published price shall prevail. The Contractor will email this report weekly to the designated contact person for each Participating Agency.

CONTRACTOR NAME HILL Petroleum

RFP 22-22

GASOLINE	GALLONS						
	300-500	501-1000	1001-2000	2001-3000	3001-4000	4001-7000	7001-10,000
UNLEADED	N/A	N/A	N/A	N/A	N/A	N/A	N/A
MID-GRADE	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
PREMIUM	N/A	N/A	N/A	N/A	N/A	N/A	N/A
E-10							
OXY UNLEADED	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
OXY MID-GRADE	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
OXY PREMIUM	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
E-85	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500

DIESEL	GALLONS						
	300-500	501-1000	1001-2000	2001-3000	3001-4000	4001-7000	7001-10,000
CLEAR ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
DYED ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
CLEAR WB ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
DYED WB ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
#1 CLEAR ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
#1 DYED ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
#2 DYED ULSD	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
B-20	0.2600	0.2400	0.2200	0.2000	0.1800	0.1600	0.1500
DIESEL EXHAUST FUEL (DEF)	3.5000	3.5000	3.5000	N/A	N/A	N/A	N/A

ARAPAHOE COUNTY

FINANCE

Administration Building
5334 South Prince Street
Littleton, Colorado 80120-1136
Phone: 303-795-4620
arapahoegov.com

July 15, 2022

NOTICE OF AWARD

BULK FUEL PURCHASE AND DELIVERY FOR COLORADO MAPO AGENCIES
RFP-22-22_MAPO

Awarded to: Attn: Gina Baker | Distributor Sales Representative
Hill Petroleum
6301 Ralston Rd.
Arvada, CO 80002
303.324.4200
gbaker@hillpet.com

Purchasing Contact: Sarah Huerta, CPPB
303.795.4536
shuerta@arapahoegov.com

The Colorado MAPO Agencies collectively or individually reserve the right to reject all proposals or any part thereof, to waive any formalities or informalities and further, to award the proposal to the responsive and responsible Contractor(s) as deemed in the best interest of the Colorado MAPO Agencies

PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each governmental unit which avails itself of this contract will establish its own contact, place its own orders, issues its own purchase orders, be invoiced there from, and make its own payments and issue its own exemption certifications as required by the Contractor. It is understood and agreed that Arapahoe County is not a legally binding party to any contractual agreement made between any other governmental agency and the Contractor because of this solicitation.

RFP-22-22-MAPO

Bulk Fuel Purchase & Delivery for CO MAPO

6/22/2022

Presented by Gina Baker

HILL PETROLEUM

303-324-4200

Corporate (Arvada)
6301 Ralston
Arvada, CO
303-424-6262

Craig Branch
2970 E Hwy 40 Suite 1
Craig, CO
970-824-3232

Ft Morgan Branch
19950 E Railroad
Ft Morgan, CO
970-867-5464

Greeley Branch
555 E 8th St
Greeley, CO
970-352-9208

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Arapahoe County Finance Department
Purchasing Division
5334 South Prince Street, Room 480
Littleton, Colorado 80120

REQUEST FOR PROPOSAL

COVER SHEET

Date:	June 2, 2022
Solicitation Number:	22-22_MAPO
Solicitation title:	**BULK FUEL PURCHASE AND DELIVERY FOR COLORADO MAPO AGENCIES**
Proposal will be received until:	June 30, 2022, 2:00 p.m. www.bidnetdirect.com/colorado
For additional information please contact:	Sarah Huerta, CPPB, Senior Purchasing Manager (303) 795-4536
Email Address:	shuerta@arapahoegov.com
Documents included in this package:	Request for Proposal Statement of Interest and Qualifications – pg.17 Appendix A – Annual Usage Report per Gallon Appendix B – Pricing Spreadsheet Appendix C – Sample Agreement for Services

If any of the documents listed above are missing from this package, contact Arapahoe County Purchasing. If you require additional information, call the Purchasing Division contact person.

The Colorado Multiple Assembly of Procurement Officials (Colorado MAPO) Agencies acting collectively through their authorized procurement officials respectfully request proposals for the purchase and delivery of Bulk Fuel to various locations.

The Colorado MAPO Agencies collectively or individually reserve the right to reject all proposals or any part thereof, to waive any formalities or informalities and further, to award the proposal to the responsive and responsible Contractor(s) as deemed in the best interest of the Colorado MAPO Agencies

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Response, (3) the Response is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Response submitted herein for a minimum of ninety (90) calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Hill Petroleum Fax: 303-350-3838

Address: 6301 Ralston Rd. City/State: Arvada Zip: 80002

Contact Person: Gina Baker Title: Distributor Sales Rep. Phone: 303-324-4200

Email Address: gbaker@hillpet.com

Authorized Representative's Signature: Bryant Gimlin Phone: 303-424-6262

Printed Name: Bryant Gimlin Title: V.P. Operations Date: 6/24/2022

Email Address: bgimlin@hillpet.com

Executive Summary

The following are supporting examples of why Hill Petroleum is uniquely qualified to continue to service this contract. None of the supporting points are there by accident. We specifically shaped our company to meet all of the needs of Municipal petroleum requirements and it has been shaped over three decades of planning and expense and the philosophy that we have a duty to support those that support us.

These points differentiate us from other vendors seeking award for this Contract.

- Over three decades of experience serving the municipal sector including the procurement and maintenance organizations.
- Access to fuel supply in five states, including primary supply contracts with the top three suppliers in Colorado representing over 80% of all fuel distributed in Colorado. We also have access to rail service at our facility in Arvada. Hill Petroleum currently houses over 250 thousand gallons combined of unleaded and ULSD #2 at our locations. The total volume of this municipal contract represents less than 10 percent of our volume, so even when we are allocated less than 100% of our normal volume, we will always have enough volume for the municipal contract.
- Number of proprietary delivery equipment. This ensures that fuel is always delivered on Hill Petroleum equipment, and in times of allocation, we have enough equipment to split load accounts and keep them supplied.
- Energy risk manager on staff with over 35 years experience (forward contracting and hedging experience) in house. This provides different buying options and a resource for municipal budgeting.
- Technical expertise for blending fuel with additive company and laboratory support that we bundle with annual fuel testing with CLS and OMA certified and accredited personnel on staff.
- Hill Petroleum has long standing relationships and is a recognized expert with local, state and federal agencies including wildfire support at the local, state and federal level. We were asked to and participated in several coalitions and stakeholder committee's by the Colorado Governor's office. We were the only petroleum distributor that was a voting member for the bio-fuels coalition. We were the only petroleum distributor asked to participate in state emergency response planning after the Hurricane Katrina disaster hit Louisiana. We assisted most of the members with standby fuel and tanks in response to the Y2K scare. We also participate in emergency fuel operations planning such as the City of Lakewood drill in 2012.
- Recognized expert with local Colorado Media and the Colorado State Legislature
- US military veteran owned business that was born and raised in Colorado as were many of our employees.

In summary, our track record verifies that no other petroleum distribution company is better positioned to not only responsibly and effectively service this contract as it is, but also uniquely qualifies Hill Petroleum to efficiently service this contract should its membership increase.

Company Profile

Hill Petroleum is a full service distributor headquartered in Arvada, offering all grades of commercial and retail fuels, including propane. We are also the distributors for Sunoco racing fuels, Chevron and North American lubricants. We have branded distribution terminals located in Greeley, Ft. Morgan and Craig.

We have been a family owned and operated corporation since 1982. The Hill Petroleum Family has approximately 100 members. Several of which, are 20 plus year employees. We have our own fleet of newer maintained trucks that include 14 transports, 23 tank wagons, 2 bulk oil trucks, 9 package trucks, and 5 service trucks. Along with 8 tank wagons and 2 transports for our propane trucks.

Hill Petroleum delivers a wide variety of products to approximately 5000 customers throughout the tri-state region. We currently deliver over 100 million gallons of fuel and 1.7 million gallons of oil per year. Hill Petroleum also delivers 3 million gallons of propane to a wide variety of residential and commercial customers.

Hill Petroleum maintains a user friendly state of the art website, www.hillpet.com. Our website also gives you access to daily energy market comments from our Energy Risk Manager via a one time subscriber registration. Our customers may access SDS and Product Information sheets as well as link into our distributor's websites for up to date information.

MEET HILL PETROLEUM

Troy Hill- President

Troy Hill learned about this field while working for the family-owned petroleum business while attending high school. After serving with distinction and being honorably discharged from the U.S. Navy in 1989, he returned to Colorado to attend college on a full-time basis while also working at Hill Petroleum. His thorough knowledge of the Company's operations is the result of holding almost every job at Hill Petroleum, from delivery driver, dispatcher, warehouse manager, sales representative, sales manager, operations manager and general manager. Troy Hill has overall responsibility for all facets of day-to-day operations since 2001. He has led successful negotiations with the Company's suppliers, lenders, vendors and customers while streamlining its accounting procedures and implementing new computer software, which led to expansions to three other parts of the state with physical branches of the company.

Troy currently sits on the Executive Board of Directors for the Colorado Motor Carriers Association, and the Legislative Committee, and is a Board of Trustee Member for the Colorado Wyoming Petroleum Marketers Association. He has served on the State Of Colorado Bio-Fuels Coalition and the Colorado State Emergency Response Task force on two different occasions.

Bryant Gimlin – Vice President of Operations

Bryant has over 35-years experience in the procurement, trading, hedging and contracting of Refined Fuels and Propane. His specialty is working with the end-user to implement strategies that minimize the risk associated with adverse price movement. Strategies are tailored to meet the specific needs and goals of each individual customer, help them recognize "key" buy, hold and contract opportunities and ultimately protect against budget overruns. His vast experience in the "physical" side of the market insures reliable supply even in times of extreme shortage. He writes and posts Daily Market Commentaries and intra-day market alerts to keep Hill Petroleum customers informed of not only of which way fuel prices are trending, but also explains why.

On the operations side, Bryant insures Hill Petroleum's properties, plants and equipment are completely modern, state-of-the-art, safe and efficient. Hill Petroleum's drivers are the most highly trained and professional in the industry because of the programs he has implemented. He helps maintain a culture where safety, customer service and quality control are of paramount importance.

Gina Baker — Sales Representative

It has been Gina's privilege to be the sales representative for Hill Petroleum serving the members of the MAPO for the past 21 years. Gina has been in the Oil and Fuel business for over 30 years, and a Chevron Distributor Sales Rep for Hill Petroleum for 21 years. Gina has been through Chevron Texaco and Mobil Oil Lubrication training programs; this continued training gives her a great deal of knowledge within the industry. Gina has been on the sales side of this business for over 25 years, prior to that she was in customer sales, dispatch, and oil analysis. This diverse back ground has provided her with a well-rounded knowledge of this industry.

Thomas J Walker – VP of Sales

Thomas came to Hill Petroleum by way of Chevron in their Finished Lubricants Division. He has 9 plus years of experience in Industrial Sales and is OMA-1 certified. At Hill Petroleum he is responsible for developing strategic sales plans, managing vendor relationships, and streamlining sales processes. His main goals are to create a team environment among the sales representatives, ensure sales growth and most importantly, customer satisfaction.

Shannon Haiges Marketing & Sales Assistant

Shannon is new to the Hill Petroleum Family as the inside sales and marketing assistant. Her passion for growing up around off-road vehicles and now owning a diesel herself, drew her to the fuel and oil industry. Shannon serves as a home base for the sales representatives that are out on the road as well as promoting Hill Petroleum on social media sites.

Supervisory Management Staff

Scott Gallagher >>Central Dispatch

Work 303-350-3781
Email: sgallagher@hillpet.com

I am a very energetic, quick learner who strives for the best! With over 20 years of management experience in various fields, I have developed a great resume' of skills that can be applied anywhere. I have always been able to make friends with those who work for me as well as those I work for. Whenever I have been met with a challenge, I have always come away with a successful outcome.

Tyson Miller , MBA Senior Accountant

Direct Line: 303-350-3753
tmiller@hillpet.com

HILL PETROLEUM · Full-time HILL PETROLEUM · Full-time Feb 2018 - Present ·
As an accomplished, results-driven executive, I have more than 20 years of progressive experience in finance, strategy, and operations management in small companies to multi-national organizations. I have demonstrated ability in streamlining business operations that drive growth and increase efficiency and bottom-line profit. I am experienced in developing and implementing financial and process controls as well as productivity improvements and change management.

Shehan Kariapper Chief Financial Officer

Direct Line: 303-350-3756
skariapper@hillpet.com

HILL PETROLEUM · Full-time HILL PETROLEUM · Full-time Jun 2019 - Present ·
Record month-end and year-end journal entries, which includes amortization of prepaid expenses, depreciation of fixed assets, payroll expense, and intercompany transactions
Reconcile balance sheet accounts and ensures financial statements follow GAAP standard
Supports external reviews and tax return preparation by facilitating the provision of data to external accountants and responding to inquiries in a timely and professional manner
Conduct quantitative and qualitative analyses of financial data to determine reasonable ness of ending balances compared to current year budget and/or prior year balances
Update/Prepare disclosures for the notes to the financial statements.
Process daily cash transactions to ensure bank accounts are fully funded
Manage a team of 6 staff accountants

Gina Baker
Distributor Sales Rep
303-324-4200
gbaker@hillpet.com

Work History:

April 2001 to Present **Hill Petroleum**
Distributor Sales Rep
Responsibilities: Maintaining over 300 active sales accounts. Daily interaction with the multiple departments, Operations, Shipping & Receiving, Accounts Payable, Etc. Extensive Product Application knowledge.

August 1998 thru April 2001 **Gray Oil**
Distributor Sales Rep
Responsibilities: Oil and Fuel Sales, Daily Operations, Accounts Payable

February 1996 thru August 1998 **Siegel Oil** .
Operations
Responsibilities: Receptionist, Inside Sales, Product analysis, Dispatching, Oil Lab Technician

Education & Training:

- Pomona High School – 4.0 GPA 1984
- Colorado Community College 3.8 GPA 1986
- Customer Service Relations 1996
- OSHA Hazard Analysis 1996
- Mobil Lubrication Training 2000
- Chevron Lubrication Training 2002
- Waukasha Products training 2004
- Chevron University 2005-Present
- American Refining Education 5/6/2013

Skills & Experience:

Over 30 years in the Oil and Fuel business, this experience has resulted in a well-rounded solid performer with an outstanding record of achievements in sales, distribution, operations and accounts payable. A key ingredient to her outstanding performance is a unique understanding of organizational needs, TEAM objectives, attention to detail, and strong communication skills.

Gina Baker has been a Distributor Sales Rep for Hill Petroleum for 21 years. Gina has been through Chevron-Texaco and Mobil Oil Lubrication programs; this continued training gives her a great deal of knowledge within the industry. Gina has been in the sales side of this business for over 20 years, prior to that she was in customer sales, dispatch, and oil analysis. This diverse back ground has provided her with a well-rounded knowledge of this industry.

Dawn Mascarenas

303-350-3763

dmascarenas@hillpet.com

Work History :

October 2011 – Present **Hill Petroleum**
Inside Sales – Sales Assistant

Assist Sales Staff with maintaining customer accounts, taking fuel and product orders. Account set up. Provide internal and external customer support.

January 2011 – May 2011 **School District 11**
Teacher Aide

Assisted Kindergarten teacher with daily lessons, class supervision and testing. Daily contact with students and parents.

February 2004 – August 2009 **Pioneer Sand Co**
Dispatch Assistant

Reconciled driver's paperwork including DOT exemption logs. Entered and maintained maintenance records. Maintained fuel records for the Colorado Springs and Denver locations. Ordered various types of flagstone. Maintained E470 accounts. Provided internal and external customer support.

August 2001 – February 2004 **Adelphia**
Customer Service Representative

Provided customer service to incoming calls, helped customers with billing issues and upgrading services. Trouble shot problems to provide resolution.

October 1993 – August 1996 **Nextel**
Accounts Payable Clerk

Entered and processed payables for vendors M-Z. Processed bi-weekly check runs. Processed end of month and end of year reports

Education

- Pima Medical Institute, Medical Assisting, August 2009 to April 2010
- University Of Colorado at Colorado Springs, Accounting, August 1990 to June 1992

Skills

Certified in Medical Assisting, CPR, HIPPA, OSHA and medical terminology. MS Word, MS Excel, MS Outlook, Sage Software, CFA Info System, Phoenix Fuel System, JJ Keller Exemption System. Strong work ethic, excellent attention to detail, superior organizational skills, exceptional interpersonal skills, including phone and office etiquette.

Emergency Contact Information

Gina Baker >> Distributor Sales Rep
Cell 303-324-4200
Home 303-702-0776
Work 303-424-6262
Email: gbaker@hillpet.com

Scott Gallagher >>Central Dispatch
Work 303-350-3767
Email: sgallagher@hillpet.com

Juan Bailon>> Central Dispatch
Work 303-350-3750
Email: jbailon@hillpet.com

Thomas Walker >> VP Sales
Cell 720-245-7893
Email: twalker@hillpet.com

Perry Flot >> Greeley Manager
Cell 970-539-0765
Email: pflot@hillpet.com

Dawn Mascarenas >> Customer Service
Work 303-350-3763
Email: dmascarenas@hillpet.com

Shannon Haiges >> Sales Assistant
Work 303-350-3767
Email: shaiges@hillpet.com

Bryant Gimlin >> VP Operations
Cell 970-590-8782
Email: bgimlin@hillpet.com

Troy Hill >> President/Owner
Cell 303-434-7595
Email: troyhill@hillpet.com

Arapahoe County Finance Department
Purchasing Division
5334 South Prince Street, Room 480
Littleton, Colorado 80120

REQUEST FOR PROPOSAL

COVER SHEET

Date:	June 2, 2022
Solicitation Number:	22-22_MAPO
Solicitation title:	**BULK FUEL PURCHASE AND DELIVERY FOR COLORADO MAPO AGENCIES**
Proposal will be received until:	June 30, 2022, 2:00 p.m. www.bidnetdirect.com/colorado
For additional information please contact:	Sarah Huerta, CPPB, Senior Purchasing Manager (303) 795-4536
Email Address:	shuerta@arapahoegov.com
Documents included in this package:	Request for Proposal Statement of Interest and Qualifications – pg.17 Appendix A – Annual Usage Report per Gallon Appendix B – Pricing Spreadsheet Appendix C – Sample Agreement for Services

If any of the documents listed above are missing from this package, contact Arapahoe County Purchasing. If you require additional information, call the Purchasing Division contact person.

The Colorado Multiple Assembly of Procurement Officials (Colorado MAPO) Agencies acting collectively through their authorized procurement officials respectfully request proposals for the purchase and delivery of Bulk Fuel to various locations.

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The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Response, (3) the Response is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Response submitted herein for a minimum of ninety (90) calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Hill Petroleum Fax: 303-350-3838

Address: 6301 Ralston Rd. City/State: Arvada Zip: 80002

Contact Person: Gina Baker Title: Distributor Sales Rep. Phone: 303-324-4200

Email Address: gbaker@hillpet.com

Authorized Representative's Signature: Bryant Gimlin Phone: 303-424-6262

Printed Name: Bryant Gimlin Title: V.P. Operations Date: 6/24/2022

Email Address: bgimlin@hillpet.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/25/2022

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

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

PRODUCER
Flood and Peterson
PO Box 578
Greeley CO 80632

CONTACT NAME: Stephanie Sloan, CIC
PHONE (A/C, No, Ext): (970) 356-0123 FAX (A/C, No): (970) 330-1867
E-MAIL ADDRESS: SSloan@floodpeterson.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Houston Specialty Insurance Company	12936
INSURER B : Imperium Insurance Company	35408
INSURER C : Evanston Insurance Company	35378
INSURER D : Tokio Marine Specialty Company	23850
INSURER E :	
INSURER F :	

INSURED
Hill Enterprises Inc, DBA: Hill Petroleum
6301 Ralston Road
Arvada CO 80002

COVERAGES **CERTIFICATE NUMBER:** 22/23 Pollution **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ECAP1-HS-GL-000176-01	06/01/2022	06/01/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ECAP1-IIC-CA-000176-01	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A/C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			000176-01 /MKLV1EFX100646	06/01/2022	06/01/2023	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
							Excess over $4M	$ $1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ECAP1-IIC-WC-000176-01	06/01/2022	06/01/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Pollution Liability			PPK2418089	06/01/2022	06/01/2023	On-site Contamination	$1,000,000
							Off-Site Contamination	$1,000,000
							Policy Aggregate	$1,000,000

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

CERTIFICATE HOLDER
Arapahoe County
7600 South Peoria Street
Centennial CO 80112

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

AUTHORIZED REPRESENTATIVE
Stephanie Sloan

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ARAPAHOE COUNTY

Arapahoe County Finance Department
Purchasing Division
5334 South Prince Street, Room 480
Littleton, Colorado 80120

REQUEST FOR PROPOSAL

STATEMENT OF INTEREST AND QUALIFICATIONS

If your firm is interested and qualified to provide the services requested, complete all blanks indicated below, attach information requested, and return in accordance with instructions contained herein.

1. Submitted By: Hill Petroleum

   a. Corporation X Partnership_____ Individual_____

   Joint Venture_____ Other: Describe:_____

   b. Local office responsible for providing these services:

   6301 Ralston Rd. Arvada CO 80002

   c. Name and telephone number (toll free if applicable) for 24-hour emergency contact:

   Hill Petroleum 303-424-6262 or Gina Baker 303-324-4200

   Hill Petroleum is on call 24 /7 /365 for contracted MAPO customers. If

2. Number of years your firm has been doing business in the State of Colorado under the name stated above:

   40 years

   Hill Petroleum is contracted with CGRS as a contracted environmental consultant

3. Number of years your firm has provided fuel, petroleum products and services described herein:

   40 years

4. If the duration stated in items 2 and 3 above are not the same, what other services did your firm provide and what other name did your business use during that period which differs?

   _____

   _____

   _____

5. Number of employees at the location indicated in 1.b: 56

6. Does your firm own its own fuel transport trucks?

   X Yes _____ No

7. Would your firm use common carriers to deliver fuel to MAPO and CEPC agencies or any other agency contracting under this solicitation?

   _____ Yes X No

Comments: Hill Petroleum has a late model well maintained fleet of trucks that include 14 transports, 23 bobtails, 2 bulk oil trucks, 9 package oil trucks, 8 propane bobtails and 5 service trucks. With a fleet this size, we would utilize a common carrier to make deliveries to our contracted customers.

8. Do you haul sulfur as well as low sulfur diesel in the same delivery trucks?

_____Yes _____X_____No

9. What assurances can your firm provide the fuel delivered is as specified and not contaminated?

Hill Petroleum only hauls and delivers ULSD(ultra low sulfue diesel) on our trucks. ULSD is the only product available in Colorado.

10. Can your firm guarantee product availability to MAPO and CEPC agencies?

_____X_____Yes _____No

a. If yes, provide a letter from your source(s) of supply assuring product availability.
b. Describe your procedure for supplying fuel in the event your source(s) of supply cannot:

Hill Petroleum has established relationships with all of the major front range suppliers. (See letter enclosed) We also have access to several out of state suppliers i.e Wyoming, Nebraska and New Mexico. In addition we have rail service to our facility in Arvada. Details in Company Profile.

11. What technical assistance would your firm provide to assist an agency experiencing fuel problems while using your products?

Hill Petroleum's Team has exstensive industry experties. We are very familiar with all petroleum products, fuel systems, storage and pumping facilities. Hill Petroleum has relationships with local equipment and environmental contractors to cover any issues that may arise. Hill Petroleum will work with suppliers and customers to get the problem resolved as quickly as possible.

12. Describe in detail, your proposed fuel treatment plan, i.e. – tank testing for condensation, etc.:

Hill Petroleum has partnered with Power Service additives. This is a proprietary additive that is endorsed by Cummins. Hill Petroleum recommends using Power Service products year around, due to our Colorado climate and our diesel characteristics.

Hill's trucks utilize specialty injection equipment to insure accurate blending at the time of delivery into the fuel for exact accuracy. If utilization of the additive is selected we collect fuel samples bi-annuallty to test for fungi and bacteria. On every delivery we stick the tanks for water and notify the customer as well as record negative or positive water found on the delivery ticket.

13. Is your firm able to provide fuel deliver on a 24-hour basis in the event of an emergency?

X Yes _____ No

Comments: Hill Petroleum provides delivery services, 24 /7 /365 for contracted MAPO customers. If desired, Hill Petroleum customers can access our fueling facilities in Arvada, Greeley and Fort Morgan. We accept fleet fueling cards.

14. Is there an additional charge for after-hours delivery?

X Yes _____ No

Comments: It is Hill Petroleum's civic duty to make sure ALL emergency equipment is able to maneuver the roads safely in any snowstorm, fire, flood or any other natural disaster. If extroadinary measures are required to ensure the health, safety and welfare of our employees in an emergency situation, additional charges may apply. This would be handled on a case-by-case basis.

15. Does your firm have refueling facilities available for use by MAPO and CEPC agencies?

X Yes _____ No

a. If yes, please provide locations of refueling facilities:

Arvada: 6301 Ralston Rd, Arvada CO 80002, Greeley: 555 E 8th St. Greeley CO 80631

Fort Morgan: 19950 E Railroad Ave Ft. Morgan 80701 Craig: 2970 E Highway 40 Craig CO 81625

16. If a MAPO or CEPC agency is non-compliant with State, Local, Federal, or EPA regulations, will your firm advise the Participating Agency and recommend a solution?

X Yes ____ No

Comments: Our commitment to all of our customers is to assist with all regulatory requirements. DOT, EPA and Federal regulations. We will advise on our area of experties and refer our resources on items where we have relationships with local environmental consulting and contracting firms.

17. Specify the number of working days after an award is made in which your firm will be able to implement a fuel program:

Immediate - 0 days

18. What type of emergency response procedures does your firm have in place to manage a fuel spill during delivery?

All delivery personnel are trained under the guidelines of HM 126 "Hazardous Material Safety and Handling" (spill and countermeasure control). Hill Petroleum is contracted with CGRS as a environmental consultant emergency responder.

All delivery vehicles carry an emergency spill containment kit for any on-site spills.

Driver will call dispatch and ask for emergency back up if spill is significant and needs attention with a more comprehensive spill kit.

Hill Petroleum can provide additional on-site spill kits to for our customers to purchase.

19. Is your firm currently, or within the last ten (10) years, been involved in any formal court proceedings regarding any of your services?

____ Yes X No

Comments:

20. List other government entities and corporate accounts your firm is currently providing or has previously provided fuel and services as described herein:

a. Company / Agency Name: Arapahoe County

Contact Name: Debby Horning

Phone Number: 720-347-8944

Email Address: dhorning@arapahoecounty.com

Brief Description of Services:

Deliver transport and bobtail fuel to various locations. Test ULSD fuel tanks bi-annually. Provide updated information pertaining to state fuel regulations and fee changes.

b. Company / Agency Name: Boulder County

Contact Name: Grant Roberts

Phone Number: 303-678-6085

Email Address: groberts@bouldercounty.org

Brief Description of Services:

Deliver transport and bobtail fuel to various locations. Test ULSD fuel tanks bi-annually. Provide updated information pertaining to state fuel regulations and fee changes.

c. Company / Agency Name: City of Littleton

Contact Name: Alan Brown

Phone Number: 303-795-3982

Email Address: abrown@littletongov.org

Brief Description of Services:

Deliver transport and bobtail fuel, as well as oil and ancillary products to their locations. Test their fuel bi-annually and provide technical information for fuel and lube products.

d. Company / Agency Name: City of Arvada

Contact Name: Ike Miller

Phone Number: 720-898-7702

Email Address: imiller@aravda.org

Brief Description of Services:

Deliver transport and bobtail fuel to various locations. Test ULSD fuel tanks bi-annually. Provide updated information pertaining to state fuel regulations and fee changes.

e. Company / Agency Name: City of Thornton

Contact Name: David Carson

Phone Number: 720-977-6336

Email Address: davidcarson@thorntonco.gov

Brief Description of Services:

Deliver transport and bobtail fuel to various locations. Test ULSD fuel tanks bi-annually. Provide updated information pertaining to state fuel regulations and fee changes.

21. List financial references and include a current annual report or financial statement. THIS IS A MANDATORY REQUIREMENT OF THE PROPOSAL. IF REVIEW IS TO BE RESTRICTED TO OUR SELECTION COMMITTEE OR FINANCIAL OFFICER, MARK THESE DOCUMENTS AS CONFIDENTIAL.

a. Company / Agency Name: Chevron Products Company % NCA, Inc

Contact Name: Accounts Payable

Phone Number: 800-227-7006

Email Address: jenniferbruce@chevron.com

b. Company / Agency Name: Sinclair Oil Corporation

Contact Name: Kelly Adams

Phone Number: 801-524-2810

Email Address: kadams@sinclairoil.com

c. Company / Agency Name: Suncor Energy

Contact Name: Todd Sowell

Phone Number: 303-726-7051

Email Address: tsowell@suncor.com

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Pricing Sheet / Attached in Excel

Testimonials:

To all concerned participants:

The City of Littleton, Fleet Services Division has been doing business with Hill Petroleum for the entire fifteen plus years of my employment here. We purchase fuel from them exclusively. We also purchase the bulk of our various lubricants from Hill. We have found their products to be of high quality and a fair price. Their line offers a product for all our needs and so much more.

I consider Troy, Gina, and the rest of Hill's staff to be my friends as well as our advisors and business partners. They are very well informed in the field and always have the answers or solutions we are looking for. Service from Hill Petroleum is impeccable and a direct reflection of the company's management and culture. In addition to helping us find the right products, they also help us maintain the integrity of our delivery systems through tank inspections and reporting.

They demonstrate their commitment to us as a customer through priority service and the hosting of learning opportunities. We have come to trust Hill Petroleum implicitly and would do business elsewhere only grudgingly.

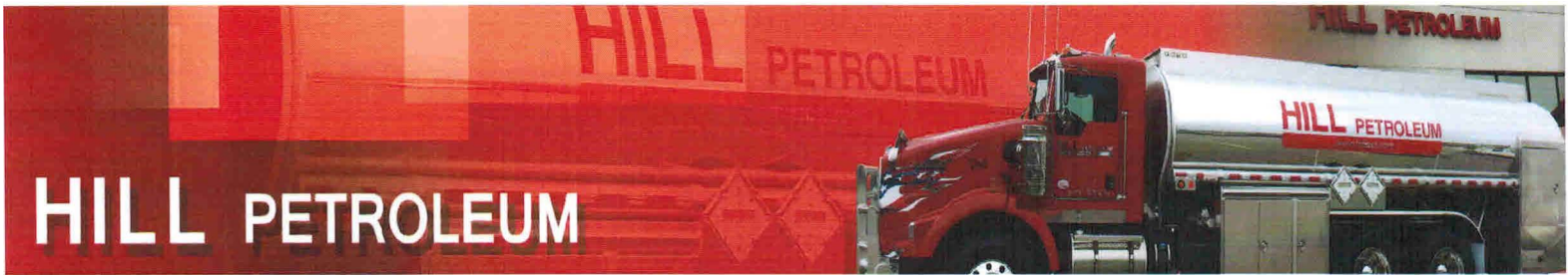
Alan H. Brown, CPFP
Fleet Manager, City of Littleton
1800 W. Belleview
Littleton, CO 80120
Office - 303-795-3982
Cell - 303-598-6320
Fax - 303-794-2498

"We have been partners with and customers of Hill Petroleum for over 20 years. Our experience has been very positive. They provide on-time service and quality product all with a focus on strong customer service. Because there are several vendors who are awarded the annual MAPO contract, we know we have a choice. But because of our long-term positive relationship with Hill, we continue to use their services because their prices have been competitively bid and contract options meet our purchasing requirements. When we have needs that are out of the ordinary, Hill Petroleum has always been quick to help us out with a positive attitude, great problem-solving ideas and professional follow-up services. We anticipate that because of this strong and lengthy relationship, should our needs ever exceed normal (as in an emergency situation), Hill will continue to step up and serve as a strong and valuable partner in helping us meet critical infrastructure needs for the Lakewood community."

Nina Hoffert, MPA, CAFM | Fleet Manager | City of Lakewood **| 303-987-7790 |** lakewood.org

For approximately 18 years Littleton Public Schools and Hill Petroleum have been partners in dealing with our fuel and lubricant needs and with any other needs that arise within the district. Once an order is placed, you can be assured of a prompt and courteous acknowledgement with an order confirmation and estimated delivery. Working with the folks at Hill Petroleum, you will not find a more professional and dedicated group of people to work with.

Keith Blanchfield
Parts Control
Ph 303-347-4788
Fax 303-347-4789
email: KBlanchfield@lps.k12.co.us



Understanding Scope of Work,Qualifications & Capabilities

Hill's Petroleum's 40 years of unyielding, long term performance and capabilities are unequaled among our competition. We deliver a wide variety of products to approximately 5000 customers throughout the tri-state region. We currently deliver over 100 million gallons of fuel and 1.7 million gallons of oil per year. Hill Petroleum also delivers 3 million gallons of propane to a wide variety of residential and commercial customers.

Hill Petroleum has their own fleet of modern well maintained trucks that include 12 transports, 21 tank wagons, 5 bulk oil trucks, 9 package trucks, 8 propane trucks, and 5 service trucks. With this size of fleet, there is no need for common carriers to make deliveries to the municipal facilities. It is Hill Petroleum's standard practice to deliver to our customers within 24 hours of placing an order.

Gina Baker has been Hill Petroleum's designated sales representative serving the municiple groups for the past 21 years. Gina's inherent knowledge and extensive product training coupled with Hill Petroleum's long term expertise and service capacity has historically provided the members of municipalities with an unequaled level of product application and delivery services.

Hill Petroleum has been providing these services to municipalities for over 30 years. It has been our team's privilege to meet and exceed these requirements. The timely and accurate delivery of these products regardless of the conditions (rain storms, blizzards, forest fires, and other catastrophic events) has been and will remain as one of our primary operational objectives. It is our humble and sincere opinion that this unique combination of sales expertise, product knowledge, company capabilities and long standing experience serving municipalities has positioned Hill Petroleum as the most qualified provider of petroleum products within the Rocky Mountain region.

Hill Petroleum is on call 24 / 7 / 365 for our customers.

Evaluation Criteria

Firm Experience -

Gina Baker has been Hill Petroleum's designated sales representative serving the members of the MAPO group for the past 26 years. Gina's inherent knowledge and extensive product training coupled with Hill Petroleum's long term expertise and service capacity has historically provided the members of the MAPO with an unequaled level of product application and delivery services.

Hill Petroleum has been providing these services to the MAPO group for over two decades. It has been our team's privilege to meet and exceed these requirements. The timely and accurate delivery of these products regardless of the conditions (rain storms, blizzards, forest fires, and other catastrophic events) has been and will remain as one of our primary operational objectives.

This team offers a comprehensive understanding of the complex and dynamic challenges associated with the long term management of today's modern fleet operating within the complex environmental climates of the Rocky Mountain region. It is our humble and sincere opinion that this unique combination of sales expertise, product knowledge, company capabilities and long standing experience serving the MAPO group has positioned Hill Petroleum as the most qualified provider of petroleum products within the Rocky Mountain region.

Fee Schedule -

Hill Petroleum accepts the following forms for payment:

EFT, ACH, check, and credit card (2% fee). Credit card payments are only accepted on tank wagon deliveries only. Fuel tank wagon deliveries are a net 30 days, while we offer a lower mark-up for transport deliveries paid in net 10 days. All oil deliveries and tank wagon propane deliveries are net 30 days.

All past due invoices will be subject to a 2% per month late fee.

Performance Capability -

Hill's Petroleum's 35 years of unyielding, long term performance and capabilities are unequaled among our competition. We deliver a wide variety of products to approximately 6000 customers throughout the tri-state region. We currently deliver over 100 million gallons of fuel and 1.7 million gallons of oil per year. Hill Petroleum also delivers 3 million gallons of propane to a wide variety of residential and commercial customers.

Hill Petroleum is always ready to deliver under the following adverse conditions: regional petroleum allocations, the 100 year flood of 2013, multiple forest fire events, blizzards, rain storms, and other environmental abnormalities.

June 20, 2022

Mr. Troy Hill
Hill Petroleum
6301 W. 58th Avenue
Arvada, CO 80002

Based on the historical nature of our relationship, and in particular, your long term and ratable agreements to supply various municipalities and other governmental agencies, Sinclair will make it a top priority to ensure that we will cover your supply commitments for these entities barring any acts of God or other catastrophic supply disruptions. Our relationship with Hill Petroleum is very important to us and we value your business.

We will consider this agreement to run in accordance with our supply contract with Hill Petroleum dated October 1, 2021 through October 1, 2022. We plan to review and renew our supply contract will Hill Petroleum in October, 2022.

Best Regards,

Tom Taylor
Denver Region Manager
Sinclair Oil Corporation

384 Inverness Parkway, Suite 210
Englewood, CO 80112
303.783.5000 – 303.783.5066 FAX

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
HILL ENTERPRISES, INC.

2 Business name/disregarded entity name, if different from above
HILL PETROLEUM

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6301 RALSTON ROAD

Requester's name and address (optional)

6 City, state, and ZIP code
ARVADA, CO 80002

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
8 4 - 0 8 6 9 3 0 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** Tyson Hill **Date ▶** 01/19/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Questions & Answers - 1

Solicitation	RFP-22-22_MAPO - BULK FUEL PURCHASE AND DELIVERY FOR COLORADO MAPO AGENCIES
Buying Organization	Arapahoe County

No	Question/Answer	Question Date
Q1	**Question: Fees For Use** Are there any fees to be paid to MAPO, Arapahoe County or Rocky Mountain, either by customer or vendor, for the use of this contract? **Answer:** There are no additional use fees for any party of the contract.	06/06/2022
Q2	**Question: Page 9, Option to Renew** Please clarify if renewal options for this agreement are mutual agreements, provided that prices are held as stated. **Answer:** Yes, all renewals are a mutual agreement.	06/06/2022
Q3	**Question: Bid Tabs, Last Contract** Please provide access to, link or copy of the awarded bid tabulations for the existing contract representing this business. **Answer:** Please see attached award bid tabulation.	06/06/2022
Q4	**Question: Page 13, Item I** Objective: Please give more description to the tank monitoring and fuel treatment services as described. Is this a fee by transaction service provided now to the users? **Answer:** Through the winter starting in Oct. timeframe Diesel Fuel Supplement Additive/Bulk is added per the ratio of Diesel delivered. We are charged usage of ratio of gallons of Diesel delivered. In the Springtime – April timeframe Diesel Full Clean additive. We are charged ratio of gallons of Diesel delivered.	06/06/2022
Q5	**Question: Page 19, Item 15, Refueling** Refueling Facilities: Please clarify what percentage of scoring this agreement is associated with the vendor providing refueling facilities (retail). There is no listed requirement in this solicitation for retail access or a means of providing/paying for that service. **Answer:** This solicitation is a Request for Proposal. The evaluation criteria are listed within the RFP document. Providing refueling facilities (retail) was not listed as one specific criteria, however, it would be scored along with other proposal information under: Understanding of Scope of Work and Services: Parties must be able to demonstrate their ability to meet the required qualifications listed in this solicitation. In addition, describe how the requested services will be provided and how they will be supported.	06/06/2022
Q6	**Question: 26/29 Section 4** Clarify request for 3 government customers as stated. Specifically as earlier in the document 5 government customer references are noted. **Answer:** Please include five (5) government customer references.	06/06/2022

No	Question/Answer	Question Date
Q7	**Question: Page 26/29** Please identify if the acceptance or non acceptance of purchase cards or credit cards has any impact on scoring. **Answer:** One of the criteria to be evaluated is the "Fee Schedule: Ability to provide requested pricing structures. Ability to accept varied payment methods (i.e. – Purchase Card, Check, EFT, etc.)." The pecentage allowed for this is 15%.	06/06/2022
Q8	**Question: Page 27/29 Pricing Option 1** Please clarify if pricing submitted is for Denver OPIS AVERAGE Weekly or Denver OPIS LOW Weekly for June 16th, 2022. **Answer:** Please quote price based on Appendix B, Pricing Form, page 27.	06/06/2022
Q9	**Question: Pricing Option 1** Daily Pricing. Is this option intended to be for OPIS Daily Pricing once executed or OPIS Weekly Pricing? **Answer:** Please quote price based on Appendix B, Pricing Form, page 27.	06/06/2022
Q10	**Question: Pricing Option 1** Daily Pricing. Is this option intended to be for OPIS Daily Pricing once executed or OPIS Weekly Pricing? **Answer:** See above.	06/06/2022
Q11	**Question: Bi Annual Pricing** Is this option requesting a fixed price option for six months base on OPIS pricing or is this an option for a six month OPIS weekly pricing differential? **Answer:** OPIS Weekly Pricing Differential	06/06/2022
Q12	**Question: Pricing Option 3 Annual Pricing** Is this option requesting a fixed price option for twelve months based on OPIS pricing or is this an option for a 12 month OPIS weekly pricing differential? **Answer:** OPIS Weekly Pricing Differential	06/06/2022
Q13	**Question: Pricing Tankwagons** In review of the available data for tank sizes and volume, there appears to be multiple tankwagon size storage tanks. Please clarify which tanks are delivered only by tankwagon and if vendors must quote all delivery sized to be considered for award. Will the award be a single award to one vendor or multiple vendors based on delivery size? **Answer:** As a cooperative, we do not have access to answer in detail which tanks are delivered only by tankwagon, however, the majority are deilivered by tankwagon. Yes, vendors must quote all delivered sizes to be considered. Our desire is to have a single award.	06/06/2022
Q14	**Question: Pricing All Options** Is it required that vendors must quote all three pricing options to be considered for award? **Answer:** It is preferrred that vendors provide all three pricing options so that MAPO and CEPC Participating Agencies can determine which structure suties the needs of their agency. All responsive, responsible submittals will be evaluated.	06/06/2022

No	Question/Answer	Question Date
Q15	**Question: UST or AST** Please identify all tanks listed as UST or AST, otherwise clarify if pump charges for transport deliveries may be line itemed? **Answer:** No line itemed charges will be acceptable. A listing of every tank that may be used by member agencies is not available.	06/06/2022
Q16	**Question: Arapahoe County Usage report** Does the Arapahoe County Government really take full loads of #1 dyed diesel, or do they take a blended product of #1 and #2 dyed ULSD. **Answer:** Arapahoe County Government uses: Summer - #2 ULSD Diesel with 1-1,500% with Power Service additive. Winter - #2 ULSD Diesel at 1-1,000% with Power Service additive and/or 70% #2 ULSD Diesel and 30% #1 ULSD Diesel with 1-1,000% Power Service additive.	06/13/2022
Q17	**Question: Arapahoe County Government** Do any entities take a #2 ULSD and #1 ULSD bled? **Answer:** As a cooperative, we do not have access to answer in detail.	06/13/2022
Q18	**Question: Arapahoe County Government** What percentage blend of #2 ULSD to #1ULSD do these entities utilize if any? **Answer:** Refer to the response provided for Q16.	06/13/2022
Q19	**Question: Bid award criteria** Is this an all or nothing bid? **Answer:** Our desire is to have a single award.	06/13/2022
Q20	**Question: Bid Award criteria** Will award be split by product? **Answer:** Our desire is to have a single award.	06/13/2022

ARAPAHOE COUNTY
COLORADO'S FIRST

BULK FUEL PURCHASE AND DELIVERY FOR COLORADO MAPO AGENCIES
RFP-17-50-MAPO

BID OPENING, June 8, 2017, 2:05 PM

The Arapahoe County Commissioners reserve the right to waive all formalities or informalities both in the consideration of the solicitation responses and awarding the contract. If any discrepancies are found in the solicitation responses, we shall note these discrepancies and make a determination on them; if needed we may consult with County staff and/or Arapahoe County Commissioners.

Minimum Requirements

- Documentation of Local Office
- Three (3) References
- Completed Statement of Interest and Qualifications
- Letter of Guarantee from Refinery / Supplier

Bidder Name	Submittal Signed	Requirements Met	Addendum 1 & 2 Acknowledged	Copies 1+1+9
HILL PETROLEUM	Y / N	Y / N	Y / N	Y/N
MANSFIELD OIL COMPANY	Y / N	Y / N	Y / N	Y/N
SC FUELS	Y / N	Y / N	Y / N	Y/N
	Y / N	Y / N	Y / N	Y/N
	Y / N	Y / N	Y / N	Y/N
	Y / N	Y / N	Y / N	Y/N
	Y / N	Y / N	Y / N	Y/N
	Y / N	Y / N	Y / N	Y/N

County Witness — Date 06/08/2017

Sarah D Huerta
County Witness — Date 6/8/2017

CLEAR-DIESEL® FUEL & TANK CLEANER

TECHNICAL BULLETIN 9200

Clear-Diesel® Fuel & Tank Cleaner is an advanced diesel fuel and tank cleaning technology. This Fuel Polishing Formula removes water and slime, disperses fuel contaminants and stabilizes fuel during long-term storage.

Benefits

- Disperses diesel fuel contaminants
- Removes water and slime
- **+Petrofresh®** provides maximum long-term storage stability – keeps fuel fresh
- Prevents premature fuel-filter plugging
- Protects against fuel tank corrosion
- Effective in conjunction with **Bio Kleen® Diesel Fuel Biocide** to remove residual water and contaminants during microbial contamination clean-ups
- Effective in all diesel fuels, including Ultra Low Sulfur Diesel (ULSD), biodiesel and biodiesel blends

Advanced Cleaning Technology

Power Service® **Clear-Diesel Fuel & Tank Cleaner** is an advanced fuel tank cleaning technology that has been proven effective in hundreds of fleet, marine, construction and agricultural applications. **Clear-Diesel** can be used as a vital part of any preventive maintenance program or for immediate clean-up of equipment or fuel storage tanks.

Provides Long-Term Fuel Stability

Diesel fuel deteriorates when stored for more than 90 days. **+PetroFresh** keeps fuel residues dispersed and diesel fuel fresh when stored up to 12 months. Fuel tanks stay cleaner and fuel-filters last longer with **Clear-Diesel Fuel & Tank Cleaner.**

DIRECTIONS FOR USING CLEAR-DIESEL FUEL & TANK CLEANER

To clean fuel tanks and prevent premature fuel-filter plugging:

1. Pump or drain excess water and fuel contaminants from the bottom of fuel tank until diesel fuel appears. If your fuel tank does not have a bottom drain, see suggested pump-out procedure outlined on the back of this bulletin.
2. Determine the total capacity in gallons of the fuel tank to be treated. Using the table below, choose the **Clear-Diesel** container that will treat a fuel tank of that capacity.

Part#	Container Size	Treats Up To
9228	1 Gallon	500 Gallons
9250	2.5 Gallons	1,250 Gallons
9255	55-Gallon Drum	27,500 Gallons

3. Add **Clear-Diesel** to the fuel tank. Fill tank with fuel.

To maintain a clean fuel tank and stabilize fuel for long-term storage:

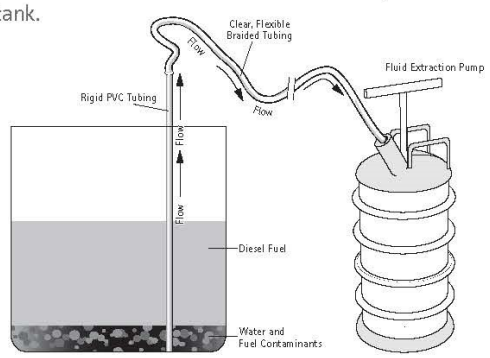
1. Determine the total capacity in gallons of the fuel tank to be treated. Using the table below, choose the **Clear-Diesel** container that will treat a fuel tank of that capacity.

Part#	Container Size	Treats Up To
9228	1 Gallon	1,000 Gallons
9250	2.5 Gallons	2,500 Gallons
9255	55-Gallon Drum	55,000 Gallons

2. Add **Clear-Diesel** to the fuel tank. Fill tank with fuel.

Pump-Out Procedure to Remove Water and Fuel Contaminants

If your fuel tank does not have a bottom drain, use the diagram and instructions below to build a pump-out system to remove water and fuel contaminants from the lowest point of the fuel tank.



Parts List for Do-It-Yourself Pump-Out

- A fluid extraction pump (electric or manual) rated for use in diesel fuel
- One 2-foot section of clear, flexible braided tubing – diameter to match size of pump intake
- One 5-foot section of rigid PVC tubing to use as a probe – diameter to match clear flexible tubing

Access to the inside of fuel tanks can be accomplished through fuel fill orifices, fuel level/gauge sending units or fuel tank inspection plates.

Insert the rigid PVC tubing into the fuel tank until it makes contact with the bottom of the fuel tank. Initiate pump to begin pump-out. View water and other fuel tank contaminants through the clear plastic tubing. Stop pump-out when clean diesel fuel appears.

Discard tank bottoms in a method compliant with state and federal environmental regulations.

TYPICAL PHYSICAL PROPERTIES OF CLEAR-DIESEL FUEL & TANK CLEANER

Color ..... Straw Yellow
Density (lbs/gal) 7.38
Sulfur Content ..... <15 parts per million (ppm)
Flash Point
  Customer Convenience Formula (1:400) ..... 105°F.
  Concentrated Formula (1:1,000) ..... 142°F.
Pour Point ..... -90°F.
Solubility
  In Diesel Fuel ..... Completely Soluble
  In Biodiesel and Biodiesel Blends ..... Completely Soluble
  In Kerosene ..... Completely Soluble
Shipping and Handling
  Part Nos. 9216, 9225, 9280, 9228, 9250, 9255 . Not regulated by DOT
  Part No. 9260 ..... NA1993, Combustible Liquid N.O.S. (Hydroxy Alkoxylate), Class 3, PG III, Marine Pollutant (2,6-di-tert-butylphenol)

Use of **Clear-Diesel Fuel & Tank Cleaner** will not harm diesel oxidation catalysts or diesel particulate filters on 2007 or newer engines.

This diesel fuel additive complies with the federal low sulfur content requirements for use in diesel motor vehicles and nonroad engines.

PART#	PACK	TREATS
CUSTOMER CONVENIENCE FORMULA – 1:400 TREATMENT RATIO		
9216-09	9/1 16-Ounce	Up to 40 Gallons
9225-09	9/1 32-Ounce	Up to 100 Gallons
9280-06	6/1 80-Ounce	Up to 250 Gallons
CONCENTRATED FORMULA – 1:1,000 TREATMENT RATIO		
9228-04	4/1 One-Gallon	Up to 1,000 Gallons
9250-02	Two/2.5-Gallon	Up to 2,500 Gallons
9255	55-Gallon Drum	Up to 55,000 Gallons

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Diesel Additives
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DIESEL KLEEN® +CETANE BOOST®

Endorsed by Cummins Inc.

Power Service Diesel Kleen +Cetane Boost is a total injector cleaner and performance improver that cleans injectors, boosts cetane and prevents asphaltene formations. It restores lost power and fuel economy and smooths rough-running engines.

ADVANCED DETERGENT TECHNOLOGY

Power Service Diesel Kleen +Cetane Boost is formulated with the most effective diesel injector detergent technology in the industry to provide maximum clean-up and prevention of diesel deposits found in modern direct injection diesel engines.

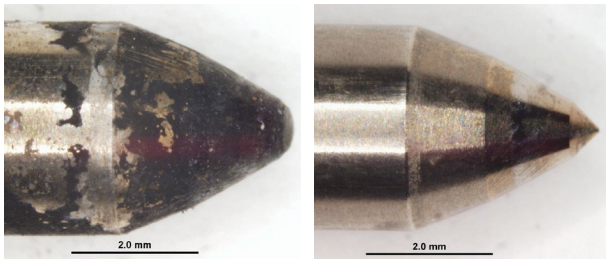
Cleans dirty injectors and prevents injector sticking in both High Pressure Common Rail (HPCR) and older systems

Removes both Internal Diesel Injector Deposits (IDIDs) and external deposits (nozzle coking) that decrease power and fuel economy

Restores lost power and fuel economy

DW10B DIESEL FUEL INJECTOR FOULING TEST

BEFORE **AFTER**



High Pressure Common Rail injectors before and after clean-up with fuel treated with Diesel Kleen +Cetane Boost.

PREVENTS ASPHALTENES

The natural anti-oxidation properties of diesel fuel are decreased as sulfur is removed, causing ULSD to become thermally unstable when exposed to the extreme heat and pressures in HPCR (High Pressure Common Rail) injection systems. Thermal instability also can cause the formation of asphaltenes, resulting in black soot formations on fuel-filters.

Prevents asphaltene formations and thermal breakdown of diesel fuel – protects against sludge formations that plug fuel-filters and injectors

Use of Diesel Kleen prevents the darkening of diesel fuel caused by polymerization of asphaltenes, which agglomerate and plate out as black deposits on fuel-filters, pumps and injectors

Baseline without Diesel Kleen after 200 hours. *Fuel treated with Diesel Kleen detergent after 200 hours.*

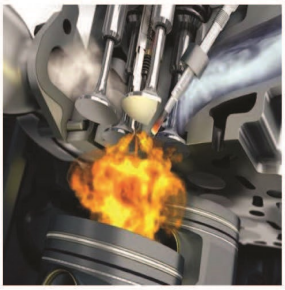
BOOSTS CETANE

There is a direct relationship between a diesel fuel's cetane number and its ignition point. Delayed ignition is a primary cause of increased emissions and inferior engine performance. The lower the cetane number, the longer the ignition delay. Fuels with high cetane numbers burn more quickly and more completely, resulting in smoother-running engines with less power lag, lower emissions and easier engine starting.

Boosts cetane up to 6 numbers – engines run smoother with less power lag and faster cold starts

Increased power and reduced need for downshifting

Smoother and quieter engine operation



Cetane reduces ignition delay and increases fuel burn for complete combustion.

Directions for Use

Add **Diesel Kleen +Cetane Boost** as directed on the container label. To ensure thorough mixing, add prior to filling tanks with diesel fuel.

PART#	PACK	TREATS
CUSTOMER CONVENIENCE FORMULA – 1:400 TREATMENT RATIO		
3016-09	9/1 16-Ounce	Up to 40 Gallons
3025-12	12/1 32-Ounce	Up to 100 Gallons
3080-06	6/1 80-Ounce	Up to 250 Gallons
CONCENTRATED FORMULA – 1:1,000 TREATMENT RATIO		
3128-04	4/1 One-Gallon	Up to 1,000 Gallons
CONCENTRATED FORMULA – 1:1,500 TREATMENT RATIO		
3850-02	Two/2.5-Gallon	Up to 3,750 Gallons
3855	55-Gallon Drum	Up to 82,500 Gallons
3860	260-Gallon Tote	Up to 390,000 Gallons
3800	6,000-Gallon Min.	Up to 9,000,000 Gallons

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OPIS CONTRACT BENCHMARK FILE
OPIS GROSS CONV. CLEAR PRICES 7.8

RVP

		Terms	Unl	Move	Mid	Move	Pre	Move	Move Date	Time
Cenex	b	1-10	-- --	-- --	-- --	-- --	469.00	-11.68	06/17	18:00
PSX	b	1-10	-- --	-- --	-- --	-- --	472.92	- 9.90	06/17	18:00
PSX	u	N-10	-- --	-- --	-- --	-- --	477.75	-12.00	06/17	18:00
Sinclair	b	1-10	-- --	-- --	441.97	- 5.11	-- --	-- --	06/17	18:01
Sinclair	u	1-10	-- --	-- --	447.47	- 5.11	-- --	-- --	06/17	18:01
LOW RACK			-- --		441.97		469.00			
HIGH RACK			-- --		447.47		477.75			
RACK AVG			-- --		444.72		473.22			
OPIS GROUP 3 DELIVERED SPOT (SRI)										
FOB DENVER			-- --		422.46		438.83			
BRD LOW RACK			-- --		441.97		469.00			
BRD HIGH RACK			-- --		441.97		472.92			
BRD RACK AVG			-- --		441.97		470.96			
UBD LOW RACK			-- --		447.47		477.75			
UBD HIGH RACK			-- --		447.47		477.75			
UBD RACK AVG			-- --		447.47		477.75			
CONT AVG-06/20			-- --		444.72		473.22			
CONT LOW-06/20			-- --		441.97		469.00			
CONT HIGH-06/20			-- --		447.47		477.75			

DENVER, CO 2022-06-20 10:00:21 EDT

OPIS CONTRACT BENCHMARK FILE
OPIS GROSS CBOB ETHANOL(10%) PRICES 7.8

RVP

		Terms	Unl	Move	Mid	Move	Pre	Move	Move Date	Time
Sunoco	b	125-3	402.41	- 9.71	419.41	- 9.71	444.58	- 9.71	06/17	18:00
Valero	b	1-10	403.04	- 9.56	419.20	- 9.05	445.97	- 9.30	06/17	18:00
Suncor	u	N-10	405.50	-11.50	422.50	-11.50	447.50	-11.50	06/17	18:00
Cenex	b	1-10	405.85	-12.66	420.31	-12.27	447.09	-12.39	06/17	18:00
PSX	b	1-10	406.00	- 9.90	422.67	- 9.90	447.67	- 9.90	06/17	18:00
Valero	u	N-10	406.50	-12.42	424.25	-12.42	448.50	-13.42	06/17	18:00
Sun-Shell	b	1-10	407.50	-11.50	424.50	-11.50	449.50	-11.50	06/17	18:00
Sun-XOM	b	1-10	407.50	-11.50	-- --	-- --	449.50	-11.50	06/17	18:00
Shell	b	125-3	410.10	- 9.28	427.32	- 9.27	459.62	- 9.28	06/17	18:00
Sinclair	b	1-10	410.97	- 5.11	433.50	- 5.00	458.50	- 5.00	06/17	18:01
PSX	u	N-10	411.75	-12.00	428.00	-12.00	455.75	-12.00	06/17	18:00
HlyFrntr	u	N-10	412.31	- 5.05	432.14	- 5.05	456.89	- 5.05	06/17	18:00
Sinclair	u	1-10	416.47	- 5.11	436.50	- 5.00	461.50	- 5.00	06/17	18:01
Wyo. Ref.	u	1-10	418.00	- 2.00	436.00	- 2.00	460.50	- 2.00	06/17	18:00
Vector	u	Net	-- --	-- --	-- --	-- --	470.61	- 2.46	06/17	18:01
LOW RACK			402.41		419.20		444.58			
HIGH RACK			418.00		436.50		470.61			
RACK AVG			408.85		426.64		453.58			
OPIS GROUP 3 DELIVERED SPOT (SRI)										
FOB DENVER			372.20		372.20		-- --			

BRD LOW RACK	402.41	419.20	444.58
BRD HIGH RACK	410.97	433.50	459.62
BRD RACK AVG	406.67	423.84	450.30
UBD LOW RACK	405.50	422.50	447.50
UBD HIGH RACK	418.00	436.50	470.61
UBD RACK AVG	411.76	429.90	457.32
CONT AVG-06/20	408.85	426.64	453.58
CONT LOW-06/20	402.41	419.20	444.58
CONT HIGH-06/20	418.00	436.50	470.61

DENVER, CO

LOW RETAIL	461.05
AVG RETAIL	485.86
LOW RETAIL EX-TAX	418.89
AVG RETAIL EX-TAX	443.70

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS PURE ETHANOL PRICES

	Terms	w/out RINS	Move	with RINS	Move	Move Date	Time
Vitol BFM	u Net	-- --	-- --	310.00	- 3.00	06/17	18:00
LOW RACK		-- --		310.00			
HIGH RACK		-- --		310.00			
RACK AVG		-- --		310.00			
UBD LOW RACK		-- --		310.00			
UBD HIGH RACK		-- --		310.00			
UBD RACK AVG		-- --		310.00			
CONT AVG-06/20		-- --		310.00			
CONT LOW-06/20		-- --		310.00			
CONT HIGH-06/20		-- --		310.00			

TOTAL ETHANOL AVG 310.00

DENVER, CO 2022-06-20 10:00:21 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS E-70 PRICES

	Terms	Unl	Move	Move Date	Time
Cenex	b 1-10	233.43	-14.51	06/17	18:00
Valero	u N-10	238.07	- 5.65	06/17	18:00
Valero	b 1-10	240.47	- 5.71	06/17	18:00
LOW RACK		233.43			
HIGH RACK		240.47			
RACK AVG		237.32			
BRD LOW RACK		233.43			
BRD HIGH RACK		240.47			
BRD RACK AVG		236.95			
UBD LOW RACK		238.07			
UBD HIGH RACK		238.07			

UBD RACK AVG	238.07
CONT AVG-06/20	237.32
CONT LOW-06/20	233.43
CONT HIGH-06/20	240.47

DENVER, CO 2022-06-20 10:00:21
EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Move Date	Time
Valero	u N-10	446.21	-23.00	476.67	-23.50	-- --	-- --	06/17	18:00
Shell	u N-10	447.20	-22.45	-- --	-- --	-- --	-- --	06/17	18:00
Suncor	u N-10	449.50	-21.00	477.50	-21.00	452.50	-21.00	06/17	18:00
FlntHlsRs	u N-10	450.10	-14.50	-- --	-- --	-- --	-- --	06/17	17:00
HTP Enrgy	u N-10	450.75	-22.40	-- --	-- --	-- --	-- --	06/17	18:00
Sun-XOM	b N-10	451.50	-21.00	-- --	-- --	454.50	-21.00	06/17	18:00
Shell	b 1-10	451.72	-22.67	-- --	-- --	-- --	-- --	06/17	18:00
PSX	u N-10	452.00	-21.00	477.00	-21.00	-- --	-- --	06/17	18:00
Valero	b 1-10	455.69	-23.23	-- --	-- --	-- --	-- --	06/17	18:00
Cenex	b 1-10	456.98	- 8.98	485.75	- 9.19	465.77	- 8.98	06/17	18:00
Growmark	u N-10	457.29	-14.96	-- --	-- --	-- --	-- --	06/17	18:00
HlyFrntr	u N-10	457.88	-12.37	-- --	-- --	458.81	-12.37	06/17	18:00
PSX	b 1-10	460.48	-22.20	484.72	-22.20	-- --	-- --	06/17	18:00
Vector	u Net	461.72	-12.39	490.72	-12.39	464.97	-12.39	06/17	18:01
Sinclair	b 1-10	462.50	-12.50	491.50	-12.50	465.75	-12.50	06/17	18:01
Sinclair	u 1-10	462.50	-12.50	491.50	-12.50	465.75	-12.50	06/17	18:01
Sunoco	b 125-3	466.23	-23.32	-- --	-- --	-- --	-- --	06/17	18:00
Wyo. Ref.	u 1-10	469.50	+ 3.50	-- --	-- --	473.50	+ 3.50	06/16	18:00
Apex	u N-10	499.53o	+20.00	-- --	-- --	-- --	-- --	05/31	09:30
LOW RACK		446.21		476.67		452.50			
HIGH RACK		469.50		491.50		473.50			
RACK AVG		456.10		484.42		462.69			
OPIS GROUP 3 DELIVERED SPOT (SRI)									
FOB DENVER		436.21		-- --		438.46			
BRD LOW RACK		451.50		484.72		454.50			
BRD HIGH RACK		466.23		491.50		465.77			
BRD RACK AVG		457.87		487.32		462.01			
UBD LOW RACK		446.21		476.67		452.50			
UBD HIGH RACK		469.50		491.50		473.50			
UBD RACK AVG		454.97		482.68		463.11			
CONT AVG-06/20		456.10		484.42		462.69			
CONT LOW-06/20		446.21		476.67		452.50			
CONT HIGH-06/20		469.50		491.50		473.50			

o=out of product

DENVER, CO 2022-06-20 10:00:21
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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES

Terms	No.2	Move	No.1	Move	Pre	Move	Move Date	Time

Shell	u	N-10	447.60	-22.45	-- --	-- --	-- --	-- --	06/17	18:00
Suncor	u	N-10	450.00	-21.00	478.00	-21.00	453.00	-21.00	06/17	18:00
FlntHlsRs	u	N-10	450.45	-14.50	-- --	-- --	-- --	-- --	06/17	17:00
HTP Enrgy	u	N-10	451.10	-22.40	-- --	-- --	-- --	-- --	06/17	18:00
Valero	u	N-10	451.71	-23.00	477.02	-23.50	-- --	-- --	06/17	18:00
PSX	u	N-10	452.50	-21.00	477.50	-21.00	-- --	-- --	06/17	18:00
Valero	b	1-10	456.04	-23.23	-- --	-- --	-- --	-- --	06/17	18:00
Cenex	b	1-10	457.38	- 8.98	486.15	- 9.19	466.17	- 8.98	06/17	18:00
Growmark	u	N-10	457.64	-14.95	-- --	-- --	-- --	-- --	06/17	18:00
HlyFrntr	u	N-10	458.38	-12.37	-- --	-- --	459.31	-12.37	06/17	18:00
PSX	b	1-10	460.99	-22.20	485.23	-22.20	-- --	-- --	06/17	18:00
Vector	u	Net	462.07	-12.39	491.07	-12.39	465.32	-12.39	06/17	18:01
Sinclair	b	1-10	462.85	-12.50	491.85	-12.50	466.10	-12.50	06/17	18:01
Sinclair	u	1-10	462.85	-12.50	491.85	-12.50	466.10	-12.50	06/17	18:01
Wyo. Ref.	u	1-10	469.85	+ 3.50	-- --	-- --	473.85	+ 3.50	06/16	18:00
Apex	u	N-10	499.88o	+20.00	-- --	-- --	-- --	-- --	05/31	09:30
LOW RACK			447.60		477.02		453.00			
HIGH RACK			469.85		491.85		473.85			
RACK AVG			456.76		484.83		464.26			
OPIS GROUP 3 DELIVERED SPOT (SRI)										
FOB DENVER			436.56		-- --		438.81			
BRD LOW RACK			456.04		485.23		466.10			
BRD HIGH RACK			462.85		491.85		466.17			
BRD RACK AVG			459.32		487.74		466.14			
UBD LOW RACK			447.60		477.02		453.00			
UBD HIGH RACK			469.85		491.85		473.85			
UBD RACK AVG			455.83		483.09		463.52			
CONT AVG-06/20			456.76		484.83		464.26			
CONT LOW-06/20			447.60		477.02		453.00			
CONT HIGH-06/20			469.85		491.85		473.85			

o=out of product

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR NO. 1 PREMIUM DISTILLATE PRICES

		No.1		Pre		Move	
	Terms	Pre	Move	RD	Move	Date	Time
Cenex	b 1-10	490.50	- 9.19	490.90	- 9.19	06/17	18:00
LOW RACK		490.50		490.90			
HIGH RACK		490.50		490.90			
RACK AVG		490.50		490.90			
BRD LOW RACK		490.50		490.90			
BRD HIGH RACK		490.50		490.90			
BRD RACK AVG		490.50		490.90			
CONT AVG-06/20		490.50		490.90			
CONT LOW-06/20		490.50		490.90			
CONT HIGH-06/20		490.50		490.90			

DENVER, CO 2022-06-20 10:00:21 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR WINTER DISTILLATE PRICES

		Terms	No.2	Move	No.1	Move	Pre	Move	Move Date	Time
Shell	u	N-10	450.20	-22.45	-- --	-- --	-- --	-- --	06/17	18:00
FlntHlsRs	u	N-10	451.27	-14.50	-- --	-- --	-- --	-- --	06/17	17:00
Valero	u	N-10	452.46	-23.00	477.52	-23.50	-- --	-- --	06/17	18:00
PSX	u	N-10	455.00	-21.00	-- --	-- --	-- --	-- --	06/17	18:00
Valero	b	1-10	456.70	-23.23	-- --	-- --	-- --	-- --	06/17	18:00
Cenex	b	1-10	458.23	- 8.98	487.00	- 9.19	462.98	- 8.98	06/17	18:00
PSX	b	1-10	462.50	-22.20	-- --	-- --	-- --	-- --	06/17	18:00
Vector	u	Net	468.72	-12.39	-- --	-- --	-- --	-- --	06/17	18:01
Sinclair	b	1-10	469.50	-12.50	-- --	-- --	467.00	-12.50	06/17	18:01
Sinclair	u	1-10	469.50	-12.50	-- --	-- --	467.00	-12.50	06/17	18:01
Apex	u	N-10	500.50o	+20.00	-- --	-- --	-- --	-- --	05/31	09:30
LOW RACK			450.20		477.52		462.98			
HIGH RACK			469.50		487.00		467.00			
RACK AVG			459.41		482.26		465.66			
OPIS GROUP 3 DELIVERED SPOT (SRI)										
FOB DENVER			436.21		-- --		438.46			
BRD LOW RACK			456.70		487.00		462.98			
BRD HIGH RACK			469.50		487.00		467.00			
BRD RACK AVG			461.73		487.00		464.99			
UBD LOW RACK			450.20		477.52		467.00			
UBD HIGH RACK			469.50		477.52		467.00			
UBD RACK AVG			457.86		477.52		467.00			
CONT AVG-06/20			459.41		482.26		465.66			
CONT LOW-06/20			450.20		477.52		462.98			
CONT HIGH-06/20			469.50		487.00		467.00			

o=out of product

DENVER, CO 2022-06-20 10:00:21 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR RED DYE WINTER DISTILLATE PRICES

		Terms	No.2	Move	No.1	Move	Pre	Move	Move Date	Time
Shell	u	N-10	450.70	-22.45	-- --	-- --	-- --	-- --	06/17	18:00
FlntHlsRs	u	N-10	451.62	-14.50	-- --	-- --	-- --	-- --	06/17	17:00
Valero	u	N-10	452.81	-23.00	-- --	-- --	-- --	-- --	06/17	18:00
Valero	b	1-10	458.06	-23.23	-- --	-- --	-- --	-- --	06/17	18:00
Cenex	b	1-10	458.63	- 8.98	487.40	- 9.19	463.38	- 8.98	06/17	18:00
PSX	b	1-10	463.01	-22.20	-- --	-- --	-- --	-- --	06/17	18:00
Vector	u	Net	469.07	-12.39	-- --	-- --	-- --	-- --	06/17	18:01
Sinclair	b	1-10	469.85	-12.50	-- --	-- --	467.35	-12.50	06/17	18:01
Sinclair	u	1-10	469.85	-12.50	-- --	-- --	467.35	-12.50	06/17	18:01
Apex	u	N-10	500.85o	+20.00	-- --	-- --	-- --	-- --	05/31	09:30
LOW RACK			450.70		487.40		463.38			
HIGH RACK			469.85		487.40		467.35			
RACK AVG			460.40		487.40		466.03			
OPIS GROUP 3 DELIVERED SPOT (SRI)										
FOB DENVER			436.56		-- --		438.81			
BRD LOW RACK			458.06		487.40		463.38			

BRD HIGH RACK	469.85	487.40	467.35
BRD RACK AVG	462.39	487.40	465.37
UBD LOW RACK	450.70	-- --	467.35
UBD HIGH RACK	469.85	-- --	467.35
UBD RACK AVG	458.81	-- --	467.35
CONT AVG-06/20	460.40	487.40	466.03
CONT LOW-06/20	450.70	487.40	463.38
CONT HIGH-06/20	469.85	487.40	467.35

o=out of product

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS SPECIALTY DISTILLATE PRICES

	Terms	JET	Move	MARINE	Move	Move Date	Time
PSX	b N-10	470.43	-14.50	-- --	-- --	06/18	00:01
LOW RACK		470.43		-- --			
HIGH RACK		470.43		-- --			
RACK AVG		470.43		-- --			
BRD LOW RACK		470.43		-- --			
BRD HIGH RACK		470.43		-- --			
BRD RACK AVG		470.43		-- --			
CONT AVG-06/20		470.43		-- --			
CONT LOW-06/20		470.43		-- --			
CONT HIGH-06/20		470.43		-- --			

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B2 SME BIODIESEL PRICES

	Terms	ULS No.2	ULS Pre	ULS2 RD	ULS2P RD	ULS2 WNT	ULS2P WNT	Move Date	Time
Cenex	b 1-10	456.98	461.73	457.38	462.13	458.23	462.98	06/17	18:00
HlyFrntr	u N-10	457.88	-- --	458.38	-- --	458.81	-- --	06/17	18:00
PSX	b 1-10	459.98	-- --	460.48	-- --	462.00	-- --	06/17	18:00
Vector	u Net	461.72	-- --	462.07	-- --	-- --	-- --	06/17	18:01
Sinclair	b 1-10	462.50	465.75	462.85	466.10	469.50	467.00	06/17	18:01
Sinclair	u 1-10	462.50	465.75	462.85	466.10	469.50	467.00	06/17	18:01
LOW RACK		456.98	461.73	457.38	462.13	458.23	462.98		
HIGH RACK		462.50	465.75	462.85	466.10	469.50	467.00		
RACK AVG		460.26	464.41	460.67	464.78	463.61	465.66		
BRD LOW RACK		456.98	461.73	457.38	462.13	458.23	462.98		
BRD HIGH RACK		462.50	465.75	462.85	466.10	469.50	467.00		
BRD RACK AVG		459.82	463.74	460.24	464.12	463.24	464.99		

UBD LOW RACK	457.88	465.75	458.38	466.10	458.81	467.00
UBD HIGH RACK	462.50	465.75	462.85	466.10	469.50	467.00
UBD RACK AVG	460.70	465.75	461.10	466.10	464.16	467.00
CONT AVG-06/20	460.26	464.41	460.67	464.78	463.61	465.66
CONT LOW-06/20	456.98	461.73	457.38	462.13	458.23	462.98
CONT HIGH-06/20	462.50	465.75	462.85	466.10	469.50	467.00

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OPIS CONTRACT BENCHMARK FILE
OPIS GROSS WHOLESALE B2 SME BIODIESEL PRICES

	Terms	ULS2D WNT	ULS2PD WNT	Move Date	Time
Cenex	b 1-10	458.63	463.38	06/17	18:00
HlyFrntr	u N-10	459.31	-- --	06/17	18:00
Sinclair	b 1-10	469.85	467.35	06/17	18:01
Sinclair	u 1-10	469.85	467.35	06/17	18:01
LOW RACK		458.63	463.38		
HIGH RACK		469.85	467.35		
RACK AVG		464.41	466.03		
BRD LOW RACK		458.63	463.38		
BRD HIGH RACK		469.85	467.35		
BRD RACK AVG		464.24	465.37		
UBD LOW RACK		459.31	467.35		
UBD HIGH RACK		469.85	467.35		
UBD RACK AVG		464.58	467.35		
CONT AVG-06/20		464.41	466.03		
CONT LOW-06/20		458.63	463.38		
CONT HIGH-06/20		469.85	467.35		

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OPIS CONTRACT BENCHMARK FILE
OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES

	Terms	ULS No.2	ULS Pre	ULS2 RD	ULS2P RD	ULS2 WNT	ULS2P WNT	Move Date	Time
PSX	u N-10	452.00	-- --	452.50	-- --	454.00	-- --	06/17	18:00
Valero	u N-10	452.46	-- --	453.46	-- --	-- --	-- --	06/17	18:00
Valero	b 1-10	455.69	-- --	-- --	-- --	-- --	-- --	06/17	18:00
Cenex	b 1-10	458.82	463.57	459.22	463.97	460.07	464.82	06/17	18:00
PSX	b 1-10	459.47	-- --	462.00	-- --	461.49	-- --	06/17	18:00
Vector	u Net	460.97	-- --	461.39	-- --	-- --	-- --	06/17	18:01
Sinclair	b 1-10	461.75	465.00	462.17	465.35	-- --	466.25	06/17	18:01

Sinclair	u 1-10	461.75	465.00	462.17	465.35	-- --	466.25	06/17 18:01
LOW RACK		452.00	463.57	452.50	463.97	454.00	464.82	
HIGH RACK		461.75	465.00	462.17	465.35	461.49	466.25	
RACK AVG		457.86	464.52	458.99	464.89	458.52	465.77	
BRD LOW RACK		455.69	463.57	459.22	463.97	460.07	464.82	
BRD HIGH RACK		461.75	465.00	462.17	465.35	461.49	466.25	
BRD RACK AVG		458.93	464.29	461.13	464.66	460.78	465.54	
UBD LOW RACK		452.00	465.00	452.50	465.35	454.00	466.25	
UBD HIGH RACK		461.75	465.00	462.17	465.35	454.00	466.25	
UBD RACK AVG		456.80	465.00	457.38	465.35	454.00	466.25	
CONT AVG-06/20		457.86	464.52	458.99	464.89	458.52	465.77	
CONT LOW-06/20		452.00	463.57	452.50	463.97	454.00	464.82	
CONT HIGH-06/20		461.75	465.00	462.17	465.35	461.49	466.25	

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES

	Terms	ULS2D WNT	ULS2PD WNT	Move Date	Time
PSX	u N-10	454.50	-- --	06/17	18:00
Cenex	b 1-10	460.47	465.22	06/17	18:00
PSX	b 1-10	462.00	-- --	06/17	18:00
Sinclair	b 1-10	-- --	466.60	06/17	18:01
Sinclair	u 1-10	-- --	466.60	06/17	18:01
LOW RACK		454.50	465.22		
HIGH RACK		462.00	466.60		
RACK AVG		458.99	466.14		
BRD LOW RACK		460.47	465.22		
BRD HIGH RACK		462.00	466.60		
BRD RACK AVG		461.24	465.91		
UBD LOW RACK		454.50	466.60		
UBD HIGH RACK		454.50	466.60		
UBD RACK AVG		454.50	466.60		
CONT AVG-06/20		458.99	466.14		
CONT LOW-06/20		454.50	465.22		
CONT HIGH-06/20		462.00	466.60		

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B10 SME BIODIESEL PRICES

	Terms	ULS No.2	ULS Pre	ULS2 RD	ULS2P RD	ULS2P WNT	ULS2PD WNT	Move Date	Time
Cenex	b 1-10	455.59	-- --	455.99	-- --	-- --	-- --	06/17	18:00
Vector	u Net	460.22	-- --	460.64	-- --	-- --	-- --	06/17	18:01
Sinclair	b 1-10	461.00	464.25	461.42	464.60	465.50	465.85	06/17	18:01

Sinclair	u 1-10	461.00	464.25	461.42	464.60	465.50	465.85	06/17 18:01
LOW RACK		455.59	464.25	455.99	464.60	465.50	465.85	
HIGH RACK		461.00	464.25	461.42	464.60	465.50	465.85	
RACK AVG		459.45	464.25	459.87	464.60	465.50	465.85	
BRD LOW RACK		455.59	464.25	455.99	464.60	465.50	465.85	
BRD HIGH RACK		461.00	464.25	461.42	464.60	465.50	465.85	
BRD RACK AVG		458.30	464.25	458.71	464.60	465.50	465.85	
UBD LOW RACK		460.22	464.25	460.64	464.60	465.50	465.85	
UBD HIGH RACK		461.00	464.25	461.42	464.60	465.50	465.85	
UBD RACK AVG		460.61	464.25	461.03	464.60	465.50	465.85	
CONT AVG-06/20		459.45	464.25	459.87	464.60	465.50	465.85	
CONT LOW-06/20		455.59	464.25	455.99	464.60	465.50	465.85	
CONT HIGH-06/20		461.00	464.25	461.42	464.60	465.50	465.85	

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B20 SME BIODIESEL PRICES

	Terms	ULS No.2	ULS Pre	ULS2 RD	ULS2P RD	ULS2P WNT	ULS2PD WNT	Move Date Time
Cenex	b 1-10	453.61	-- --	454.01	-- --	-- --	-- --	06/17 18:00
Vector	u Net	458.22	-- --	458.64	-- --	-- --	-- --	06/17 18:01
Sinclair	b 1-10	459.00	462.25	459.42	462.60	463.50	463.85	06/17 18:01
Sinclair	u 1-10	459.00	462.25	459.42	462.60	463.50	463.85	06/17 18:01
LOW RACK		453.61	462.25	454.01	462.60	463.50	463.85	
HIGH RACK		459.00	462.25	459.42	462.60	463.50	463.85	
RACK AVG		457.46	462.25	457.87	462.60	463.50	463.85	
BRD LOW RACK		453.61	462.25	454.01	462.60	463.50	463.85	
BRD HIGH RACK		459.00	462.25	459.42	462.60	463.50	463.85	
BRD RACK AVG		456.31	462.25	456.72	462.60	463.50	463.85	
UBD LOW RACK		458.22	462.25	458.64	462.60	463.50	463.85	
UBD HIGH RACK		459.00	462.25	459.42	462.60	463.50	463.85	
UBD RACK AVG		458.61	462.25	459.03	462.60	463.50	463.85	
CONT AVG-06/20		457.46	462.25	457.87	462.60	463.50	463.85	
CONT LOW-06/20		453.61	462.25	454.01	462.60	463.50	463.85	
CONT HIGH-06/20		459.00	462.25	459.42	462.60	463.50	463.85	

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CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 8.A.4.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: R24-004, A Resolution Authorizing the Acceptance of a Donation in the Amount of $443,541 from Pools for Kids, Inc. to the Meyers' Pool Replacement Facility

Report in Brief

PRESENTER: Bryan Archer

The budget for the new Meyers Pool Facility provided funding to install the same three 1-meter springboards as currently exist at Meyers pool. Pools for Kids, Inc. desires to contribute funding to the new Meyers Pool Facility to upgrade the current diving board plans to include one 5-meter diving platform, one 3-meter diving platform, both with stairs, plus three 3-meter springboards, and three 1-meter springboards.

The project steering committee, City of Arvada, Jefferson County School District and APEX fully supports this donation. The donation fully supports the budget required for the design and construction of the new diving board plans.

Pools for Kids, Inc. is making this donation in furtherance of its charitable mission to build and upgrade aquatics sports facilities for youth athletics.

The Arvada team recommends that the City Council approve R24-004, A Resolution Authorizing the Acceptance of a Donation in the Amount of $443,541 from Pools for Kids, Inc. to the Meyers' Pool Replacement Facility.

Financial Impact

The donation of $443,541 will be added to the Meyers Pool Project budget to support the implementation of the new diving venue, offset by the receipt of the grants funds.

Background

Mr. Jack Perkins, director of Pools for Kids, Inc. approached the project team at our first public workshop featuring renderings of the pool and the diving venue. He quickly requested a platform type venue with more diving options, such as the 5-meter platform that was only available at the Air Force Academy for practice and development. Over the past several months, the collaboration and support of the project sponsors and Pools for Kids, Inc. has successfully concluded with the ability to add the new diving venue to the new Meyers Pool Facility.

Discussion

The city council's approval of this donation and initiative will greatly benefit and upgrade aquatics sports at the New Meyers Pool.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

VCN - SR2 Develop a financial resilience plan to ensure a sustainable, resilient and beautiful community of parks, trails, open space, outdoor recreation facilities and medians in alignment with our diverse, changing and growing community.

M2G By 12/24 replace Meyer's Pool with a new 50-meter natatorium.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R24-004, A Resolution Authorizing the Acceptance of a Donation in the Amount of $443,541 from Pools for Kids, Inc. to the Meyers' Pool Replacement Facility.

Suggested Motion:

I move that R24-004, A Resolution Authorizing the Acceptance of a Donation in the Amount of $443,541 from Pools for Kids, Inc. to the Meyers' Pool Replacement Facility, be (approved) (rejected).

Prepared by:
Kim Vagher, Manager of City Facilities

Reviewed by:

Approved by:

Kim Vagher, Manager of City Facilities	12/15/2023
Jacqueline Rhoades, Public Works Director	12/20/2023
Bryan Archer, Director of Finance	12/21/2023
Tammy Hedlund, Legal Specialist	12/22/2023
Kylie Justus, Assistant City Attorney	12/22/2023
Rachel Morris, City Attorney	12/22/2023
Nora Steenson, Deputy City Attorney	12/26/2023
Brad Moloney, Deputy City Attorney	12/26/2023
Don Wick, Deputy City Manager	12/27/2023
Lorie Gillis, City Manager	12/28/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-004

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A DONATION IN THE AMOUNT OF $443,541 FROM POOLS FOR KIDS, INC TO THE MEYERS' POOL REPLACEMENT FACILITY

WHEREAS, Arvada owns the George J. Meyers Swimming Center ("Meyers Pool"), located at 7900 Carr Drive, Arvada CO 80005; and

WHEREAS, Meyers Pool was built in 1979 and is at the end of its useful life. Arvada, Apex Parks and Recreation District, and Jefferson County School District R-1 have decided to collaborate to finance, construct, and operate a replacement facility for Meyers Pool ("Replacement Facility"); and

WHEREAS, Pools For Kids, Inc. desires to contribute funding to the Replacement Facility to upgrade the current diving board plans to include one 3-meter diving platform, one 5-meter diving platform with stairs, three 3-meter springboards, three 1-meter springboards, and diving accessories (collectively, the "Diving Facility"); and

WHEREAS, Pools For Kids, Inc. is making this donation in furtherance of its charitable mission to build and upgrade aquatics sports facilities for youth athletics.

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

Section 1. Pursuant to Sec. 13.6 of the Arvada City Charter, City Council hereby accepts Pools For Kids' monetary donation to the Replacement Facility to upgrade the Diving Facility.

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

APPROVED AND ADOPTED this 8th day of January, 2024.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 8.B.1.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: R24-005, A Resolution Authorizing Acceptance of the Triennial Determination for the Continuation of the Rocky Flats Stewardship Council (February 2024-2027) (Presenter: Laura Hemler)

Report in Brief

PRESENTER: Laura Hemler

The Rocky Flats Stewardship Council was formed in 2006 through an Intergovernmental Agreement (IGA) to track ongoing monitoring and discussion of activities at the Rocky Flats site Central Operating Unit and National Wildlife Refuge. Among the terms and conditions of the IGA is the requirement that the Stewardship Council shall terminate absent the unanimous triennial determination by all Parties that the Stewardship Council should continue for another three years. The Arvada City Council has considered and approved resolutions supporting the continuation of the Stewardship Council for each three-year period beginning in 2009, 2012, 2015, 2018, and 2021.

The next Triennial Review which requires affirmation by the parties must be acted on by February 1, 2024. In order to continue the mission of the Rocky Flats Stewardship Council, a resolution affirming the continued operation must be approved by all parties prior to that date.

The Arvada team recommends that the City Council approve Resolution R24-005, A Resolution Authorizing Acceptance of the Triennial Determination for the Continuation of the Rocky Flats Stewardship Council (February 2024-2027).

Financial Impact

Annual dues of $1,000 are charged to each jurisdiction.

Background

The Rocky Flats Stewardship Council was formed in March 2006 to provide a forum for ongoing monitoring and discussion of the activities being conducted at the Rocky Flats site Central Operating Unit and National Wildlife Refuge. The mission of the Rocky Flats Stewardship Council is:

- To provide continuing local engagement on activities occurring at the Rocky Flats site regarding long-term stewardship of residual contamination and refuge management;
- To provide a forum to track issues related to former site employees, including but not limited to long-term health benefits and pension programs;
- To provide an ongoing mechanism to help maintain public knowledge of Rocky Flats and the ongoing needs and responsibilities regarding contaminant management and refuge management; and
- To provide an ongoing forum to engage on all other issues pertinent to Rocky Flats, as determined by the Stewardship Council Board of Directors.

The Stewardship Council is managed by a Board of Directors. Membership on the Board includes elected officials from the counties and cities surrounding Rocky Flats, as well as three community organizations and one individual. The elected officials represent Boulder County, Jefferson County, the City and County of Broomfield, the cities of Arvada, Boulder, Golden, Northglenn, Thornton and Westminster, and the Town of Superior. Community stakeholder representatives include the League

of Women Voters, the Rocky Flats Cold War Museum, and the Rocky Flats Homesteaders.

The governance of the Stewardship Council is defined in an Intergovernmental Agreement (IGA) established in February 2006 and amended in 2012 and 2018. The Arvada City Council approved the original IGA by ordinance as well as the 2012 and 2018 amendments.

Pursuant to the terms of the IGA, the Stewardship Council shall terminate absent the unanimous triennial determination by all Parties that the Stewardship Council should continue for another three years. The Arvada City Council has considered and approved resolutions supporting the continuation of the Stewardship Council for each three-year period beginning in 2009, 2012, 2015, 2018, and 2021.

Discussion

Presented for the City Council's consideration is a resolution supporting the continuation of the Rocky Flats Stewardship Council for the three-year period of 2024-2027. Similar actions are in the process of being considered for approval by the boards and councils of the member Parties to ensure the uninterrupted continuation of the Rocky Flats Stewardship Council.

The Rocky Flats site is within close proximity to Arvada and the National Wildlife Refuge is accessible to many Arvada residents, including residents of the northwest area of the community. In recognition of these facts, the Arvada team believes it is critical that the City remain engaged as a member of the Stewardship Council. As the City Council is aware, Councilmember Randy Moorman is Arvada's representative to the Stewardship Council as a member of the Board of Directors. Councilmember Randy Moorman supports the continuation of the Stewardship Council as defined in the attached resolution and described herein.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

Approval of this resolution aligns with the Organizational and Service Effectiveness Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve Resolution R24-005, A Resolution Authorizing Acceptance of the Triennial Determination for the Continuation of the Rocky Flats Stewardship Council (February 2024-2027).

Suggested Motion:

I move that R24-005, A Resolution Authorizing Acceptance of the Triennial Determination for the Continuation of the Rocky Flats Stewardship Council (February 2024-2027), be (approved) (rejected).

Prepared by:
Gail Walker, Legal Specialist-Contracts

Reviewed by:

Approved by:

Rachel Morris, City Attorney	12/19/2023
Nora Steenson, Deputy City Attorney	12/19/2023
Linda Haley, Deputy City Manager	12/19/2023
Lorie Gillis, City Manager	12/21/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-005

A RESOLUTION AUTHORIZING ACCEPTANCE OF THE TRIENNIAL DETERMINATION FOR THE CONTINUATION OF THE ROCKY FLATS STEWARDSHIP COUNCIL (FEBRUARY 2024-2027)

WHEREAS, the City and County of BROOMFIELD, the Counties of BOULDER and JEFFERSON, the Cities of ARVADA, BOULDER, GOLDEN, NORTHGLENN, THORNTON and WESTMINSTER, and the Town of SUPERIOR (collectively, the "Parties"), entered into an intergovernmental agreement dated February 13, 2006, as amended on February 6, 2012 and February 8, 2018 ("IGA") establishing the Rocky Flats Stewardship Council, a separate legal public entity created by such IGA as permitted by Colorado Constitution Article XIV and section 18(2), part 2 of article 1, title 29, C.R.S. ("Stewardship Council"); and

WHEREAS, the Stewardship Council was established to allow local governments to continue working together on issues related to the long-term protection of Rocky Flats, as described in the IGA; and

WHEREAS, pursuant to the terms of the IGA, the Stewardship Council shall terminate absent, inter alia, the unanimous triennial determination by all Parties that the Stewardship Council should continue for another three years; and

WHEREAS, the City Council of the City of Arvada now desires to consider and make a determination concerning the continuation of the Stewardship Council.

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

Section 1. That the City Council of Arvada does hereby find and determine that:

a. It is not desirable for the Stewardship Council to terminate at this time; and
b. The Stewardship Council should continue for an additional three (3) years from the date of February 13, 2024, pursuant to the terms and provisions of the IGA.

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

APPROVED AND ADOPTED this 8th day of January, 2024.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 8.B.2.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: R24-006, A Resolution Approving an Intergovernmental Agreement Between the City of Arvada and the Colorado Department of Local Affairs Division of Housing to Support Homelessness Services (Presenter: Carrie Espinosa)

Report in Brief

Presenter: Carrie Espinosa

The City of Arvada was awarded grant funding from the Colorado Department of Local Affairs Division of Housing (DOH) totaling $1,914,000. The grant funds were awarded to support the city's efforts to address emergency shelter, and bridge housing to support people experiencing homelessness. DOH has drafted the grant agreement and is requesting the City's approval.

The Arvada team recommends that the City Council approve R24-006, A Resolution Approving an Intergovernmental Agreement Between the City of Arvada and the Colorado Department of Local Affairs Division of Housing to Support Homelessness Services.

Financial Impact

The DOLA grant provides $1,914,000 in grant funding to the City of Arvada to support homelessness initiatives.

Background

The Colorado Department of Local Affairs (DOLA) Transformational Homelessness Response Grant Program offers an opportunity for local governments and non-profit organizations to apply for grant funding to implement proven solutions and program models that reduce homelessness in a holistic and sustainable way by targeting many of the key underlying factors necessary for people to thrive. On June 15, 2023, the City of Arvada submitted an application to DOLA requesting a total of $1,914,000 to increase resources to address the following needs:

Street outreach- Funding request: $150,000The City of Arvada intends to partner with a non-profit organization to enhance street outreach services in Arvada. The goal of homeless street outreach is to bring a systematic, coordinated and comprehensive approach to engaging with people who are unsheltered and focus efforts on housing solutions. This request will support a team of two outreach workers conducting outreach in Arvada two mornings per week and cover outreach supplies such as hygiene kits, socks, cold weather gear, water, and snacks.

Emergency shelter- Funding request: $1,017,000The City of Arvada requested funding to support emergency sheltering in Arvada by renting motel rooms for people experiencing homelessness. There is no emergency shelter in Arvada or Jefferson County which has posed significant challenges in moving people toward housing stability. Adding an emergency shelter intervention that can be used all year and not only during the cold weather season will provide another critical intervention in our community.

Bridge Housing- Funding request: $747,000The City of Arvada, in partnership with the Arvada Housing Authority, would like to create a bridge housing program for people experiencing homelessness who have secured a permanent housing voucher through the Arvada Housing Authority. The bridge housing would consist of temporarily placing people in motel rooms while

they work through the process of finalizing their permanent housing solution.

The City also requested funding for case management services. The Arvada Housing Authority prioritizes housing voucher applications submitted by households who are currently homeless. Funding under this category allows the Arvada Housing Authority to partner with a non-profit organization to offer case management services to people with a housing voucher and in need of additional support. Funding under this category would also cover security deposits, application fees, hold fees, and payment for vital documents to assist households in their housing search.

The City currently has a Housing Navigator position that identifies temporary and permanent housing solutions for people experiencing homelessness. This position is funded using Community Development Block Grant coronavirus funding. This source of funding will be exhausted by the end of 2024. The City requested DOLA grant funding to continue to fund the Housing Navigator position.

On August 28, 2023, the City team was notified that the State Housing Board approved DOLA's recommendation to award the City of Arvada $1,914,000 to support Street Outreach, Emergency Shelter, and Bridge Housing.

Discussion

The City has experienced growth in the number of individuals and households experiencing homelessness or at-risk of homelessness. Resources to prevent homelessness or assist people in exiting homelessness are very limited and cannot meet the current demand. The DOLA grant funding will allow the City to expand its partnerships with non-profit service providers to provide expanded services in the community.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

The agenda item aligns with the City of Arvada Community and Economic Development Milestone (M5A) to create a regional strategy to address homelessness.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R24-006, A Resolution Approving an Intergovernmental Agreement Between the City of Arvada and the Colorado Department of Local Affairs Division of Housing to Support Homelessness Services.

Suggested Motion:

I move that R24-006, A Resolution Approving an Intergovernmental Agreement Between the City of Arvada and the Colorado Department of Local Affairs Division of Housing to Support Homelessness Services, be (approved) (rejected).

Prepared by:
Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	12/19/2023
Jessica Garner, Director of Community and Economic Development	12/20/2023
Gail Walker, Legal Specialist-Contracts	12/20/2023
Kylie Justus, Assistant City Attorney	12/20/2023
Emily Grogg, Senior Assistant City Attorney	12/20/2023
Rachel Morris, City Attorney	12/20/2023
Linda Haley, Deputy City Manager	12/20/2023
Nora Steenson, Deputy City Attorney	12/20/2023
Lorie Gillis, City Manager	12/21/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-006

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ARVADA AND THE COLORADO DEPARTMENT OF LOCAL AFFAIRS DIVISION OF HOUSING TO SUPPORT HOMELESSNESS SERVICES

WHEREAS, Article XIV, Section 18(2) of the Constitution of the State of Colorado encourages and authorizes intergovernmental agreements; and

WHEREAS, The Colorado Department of Local Affairs (DOLA) Transformational Homelessness Response Grant Program offers an opportunity for local governments and non-profit organizations to apply for grant funding to implement proven solutions and program models that reduce homelessness in a holistic and sustainable way by targeting many of the key underlying factors necessary for people to thrive; and

WHEREAS, The City has experienced growth in the number of individuals and households experiencing homelessness or at-risk of homelessness; resources to prevent homelessness or assist people in exiting homelessness are very limited and cannot meet the current demand; and

WHEREAS, On June 15, 2023, the City of Arvada submitted an application to DOLA requesting a total of $1,914,000 to increase resources to address street outreach, emergency shelter, and bridge housing to support people experiencing homelessness; and

WHEREAS, On August 28, 2023, the City team was notified that the State Housing Board approved DOLA's recommendation to award the City of Arvada $1,914,000 to support street outreach, emergency shelter, and bridge housing.

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

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

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

APPROVED AND ADOPTED this 8th day of January, 2024.

_____

Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

STATE OF COLORADO GRANT AGREEMENT FOR SLFRF

COVER PAGE

State Agency Department of Local Affairs, for the benefit of the Division of Housing	**Agreement Number** H4HRGP24205 CMS # 186504
Grantee City of Arvada	**Agreement Performance Beginning Date** The later of the Effective Date or January 1, 2024
UEI/SAMS Number VD6FQDTQB8J7	**Initial Agreement Expiration Date** September 30, 2026
Agreement Maximum Amount $1,914,000.00	**Fund Expenditure End Date** September 30, 2026

Agreement Authority
Authority for this Agreement arises from §24-32-721, C.R.S., and Colorado House Bill 22-1377 Authority exists in the law and funds have been budgeted, appropriated and otherwise made available pursuant to Section 3206 of the "American Rescue Plan Act of 2021" (the "SLFRF Statute") and a sufficient unencumbered balance thereof remains available for payment and the required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.

Agreement Purpose
Transformational Homelessness Response (THR) – Street Outreach, Emergency Shelter, and Bridge Housing

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, Budget.
4. Exhibit D, Federal Provisions.
5. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds
6. Exhibit F, SLFRF Subrecipient Quarterly Report
7. Exhibit G, Sample SLFRF Reporting Modification Form
8. Exhibit H, Applicable Laws
9. Exhibit I, Reserved
10. Exhibit J, PII Certification
11. Form 1, Sample Residency Declaration

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit D, Federal Provisions
2. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds
3. Colorado Special Provisions in **§17** of the main body of this Agreement.
4. The provisions of the other sections of the main body of this Agreement.
5. Exhibit A, Statement of Work.
6. Exhibit J, PII Certification
7. Exhibit H, Applicable Laws
8. Exhibit B, Sample Option Letter.
9. Exhibit C, Budget.
10. Exhibit F, SLFRF Subrecipient Quarterly Report
11. Exhibit G, Sample SLFRF Reporting Modification Form
12. Form 1, Sample Residency Declaration
13. Exhibit I, Reserved

Principal Representatives

For the State:
Alison George, Director
Division of Housing
Department of Local Affairs
1313 Sherman Street, Rm.320
Denver, CO 80203
alison.george@state.co.us

For Grantee:
Lauren Simpson, Mayor
City of Arvada
8101 Ralston Road
Arvada, CO 80002
lsimpson@arvada.org

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the amount of this grant agreement)	$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE City of Arvada By: _____ Lauren Simpson, Mayor Date: _____	**STATE OF COLORADO** Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director By: _____ Rick M. Garcia, Executive Director Date: _____
	DIVISION OF HOUSING Contracting Reviewer By: _____ Kristin Toombs, Director, Office of Homeless Initiatives Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Beulah Messick, Controller Delegate

Effective Date:_____

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit Insert Exhibit Number.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in **§14,** may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by **12.A.i.**

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§14.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of allowable actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. **"Agreement Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

C. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

D. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

E. "**Budget**" means the budget for the Work described in **Exhibit C**.

F. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

G. **"Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.

H. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

I. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.

J. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.

K. "**End of Term Extension**" means the time period defined in **§**2.D**2.D**.

L. "**Exhibits**" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

M. "**Extension Term**" means the time period defined in **§2.C.**

N. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a Federal program.

O. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which is the subject of this Agreement.

P. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

Q. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

R. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq*. C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

S. "**Initial Term**" means the time period defined in **§2.B**.

T. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

U. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

V. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

W. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

X. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any

information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

Y. "**Project"** means the overall project described in **Exhibit A** including, without limitation, the Work and the Services.

Z. "**Recipient**" means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.

AA. "**Services**" means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

BB. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

CC. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

DD. "**State Fiscal Year**" means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

EE. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

FF. "**Subcontractor**" means third parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of grant funds.

GG. **"Subject Property"** means real property that Grant Funds are used to acquire; or to which Grant Funds are used to make on-site improvements; or on which Grant Funds are used to construct, rehabilitate, clear, or demolish improvements.

HH. "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient.

II. "**Tax Information**" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

JJ. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

KK. "**Work**" means the Goods delivered and Services performed pursuant to this Agreement.

LL. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibit A**.

b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

v. Federal Recovery

The closeout of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

Grantee shall provide Matching Funds as provided in **§5.A** and **Exhibit A**. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in **Exhibit A** has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in **Exhibit A** and **§5.A** for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement with written approval from the State. The change shall not modify the total maximum amount of this Agreement, the maximum amount for any State fiscal year, or modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit A. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted

6. REPORTING – NOTIFICATION

A. Periodic Reports

In addition to any reports required pursuant to **§§6, 7 & 16** of this Agreement, Grantee shall comply with all reporting requirements of **Exhibit A.**

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of five years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Agreement as an Exhibit, if applicable; **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI; and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Agreement, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided

to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly

submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

This section ☐ shall | ☒ shall not apply to this Agreement.

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

This section ☐ shall | ☒ shall not apply to this Agreement.

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Umbrella Liability Insurance

For construction projects exceeding $10,000,000, Grantee and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §**10.A** through **§10.E** above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of $5,000,000 per occurrence and $5,000,000 in the aggregate.

H. Property Insurance

If Grant Funds are provided for the acquisition, construction, or rehabilitation of real property, insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Properties, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantee will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

I. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §10.H above, or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

J. Builder's Risk Insurance

This section ☐ shall | ☒ shall not apply to this Agreement.

Grantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

i. The insurance shall include interests of the property owner, Grantee, and Subcontractors in the Project as named insureds.

ii. All associated deductibles shall be the responsibility of the Grantee, and Subcontractor. Such policy may have a deductible clause but not to exceed $10,000.

iii. Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's and Subcontractor's services and expenses required as a result of such insured loss.

iv. Builders Risk coverage shall include partial use by Grantee and/or property owner.

v. The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

K. Pollution Liability Insurance

If Grantee and/or its Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. The Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of $1,000,000 with maximum deductible of $25,000 to be paid by the Grantee's Subcontractor.

L. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction Agreements require additional insured coverage for completed operations) required of Grantee and Subcontractors.

M. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

N. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with **§14** within seven days of Grantee's receipt of such notice.

O. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

P. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

Q. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if Grantee's Subcontractor is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the Subcontractor. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal

Awarding Agency, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and Subcontractors with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or Subcontractors. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement, which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within ten Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall

apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Grantee cannot make any of the assignments required by this section, Grantee hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Grantee grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Grantee that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not Grantee is under Agreement with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors

Grantee shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or Subcontract upon request by the State. All subgrants and Subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a Subcontract or subgrant would also be considered a Subrecipient, then the Subcontract or subgrant entered into by Grantee shall

also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontract in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§17.A**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Agreement, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

i. By the Parties

The State, at its discretion, shall have the option to unilaterally extend the Initial Agreement Expiration Date, change the Agreement Maximum Amount, and in the Statement of Work (**Exhibit A**), adjust the Project Budget, modify the Service Area,

the Milestones, the Responsible Administrator, the Payment Schedule, and the Remittance Address through an Option Letter in a form substantially similar to **Exhibit B**, properly executed and approved in accordance with applicable State laws, regulations, and policies. Modifications other than by Option Letter shall not take effect unless agreed to in writing by both parties in an amendment to this Agreement properly executed and approved in accordance with State laws, regulations, and policies.

ii. By Operation of Law

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

iii. Items not Requiring Modification - Consents

Where the terms of this Agreement require the Grantee to obtain the consent of the Division of Housing, the Division Director or their delegate shall be authorized to provide such consent.

J. Jurisdiction and Venue

[Reserved]

K. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

N. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be

liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§ 17.A,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

Q. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

R. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

S. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

T. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

U. Indemnification

i. General Indemnification

Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Grantee in violation of **§8** may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties,

against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors in violation of **§8**.

iii. Intellectual Property Indemnification

Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

V. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

W. Accessibility

i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq*., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, *et seq*., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

iii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq*., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. **STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. **INDEPENDENT CONTRACTOR.**

Grantee shall perform its duties hereunder as an independent contractor, and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. **COMPLIANCE WITH LAW.**

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. **PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. **SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or

applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. **VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other Agreements, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

18. RESTRICTIONS ON PUBLIC BENEFITS

This section ☒ shall | ☐ shall not apply to this Agreement.

Grantee shall confirm that any individual natural person is lawfully present in the United States pursuant to 8 U.S.C. §§1601 *et seq*. when such individual applies for public benefits provided under this Agreement by requiring the applicant to:

B. Produce a verification document in accordance with 62 Fed. Reg. 221 (November 17, 1997), pp. 61,363 - 61,371; and,

C. Execute a Residency Declaration, attached as Form 1, or a substantially similar form as determined by the State.

EXHIBIT A
STATEMENT OF WORK
TRANSFORMATIONAL HOMELESSNESS RESPONSE

1. GENERAL REQUIREMENTS

1.1. Program Description. The Transformational Homelessness Response (THR) grant program (the "Program") aims to quickly connect people experiencing homelessness with services, treatment, and temporary and permanent housing to put them on a path to economic self-sufficiency. The Program provides funding for program models and activities including outreach support, emergency shelters, transitional housing, recovery care and related residential programs, training and employment service programs, and permanent housing with wraparound supportive services. The Program also provides funding for systems improvement activities including data collection, management, analysis, system integration, coordination, and resource utilization acceleration. The goal of the Program is to fundamentally shift the landscape of homelessness in communities across Colorado by transforming systems, programs, and outcomes. Grant awards must go beyond maintaining current operations for projects that currently exist while being responsive to the one-time nature of the funding provided. Grant funds may only be used for Eligible Activities as defined in **§5.2.3 (Descriptions of Uses)** and listed in **§5.2.2 (Project Budget)** of this **Exhibit A**. Grantee is responsible for completion of the Project and submission of all required reporting and other documentation in the manner and timeframes set forth herein.

1.2. Preference. The individuals prioritized by the grant opportunity are those that but for this project will most likely not resolve their homelessness on their own. In particular, this includes individuals with long lengths of homelessness with complex needs and who are not currently connected to other homeless shelters or programs.

1.3. Service Area. Grantee's performance of services shall occur in: City of Arvada, State of Colorado. Grantee may also serve individuals referred to them including through their regional Coordinated Entry Systems, even if that individual or household currently lives outside this service area.

1.4. Grantee's Obligations.

1.4.1. Grantee shall implement the Project, administer this Agreement, and provide required documentation to the State as specified herein.

1.4.2. Grantee shall enter into written agreement(s), the content of which meet DOH's requirements, with the following individuals or entities prior to disbursing any funds:

1.4.2.1. Any Subcontractor engaged by Grantee to aid in performance of the Work.

1.4.3. Assignment. Grantee's rights and obligations under this **Exhibit A** are personal and may not be transferred or assigned without the prior, written consent of DOH. Any attempt at assignment or transfer without such consent shall be void.

Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

1.4.4. Time of Performance. Grantee shall commence performance of its obligations on the Performance Beginning Date and complete its obligations on or before the Initial Agreement Expiration Date, both of which are listed on the Cover Page of the Grant Agreement. Time of Performance may be extended in accordance with **§2C** of the main body of this Agreement. To initiate the extension process, Grantee shall submit a written request to DOH Key Personnel at least 60 days prior to the Initial Agreement Expiration Date, and shall include a full justification for the extension request.

1.4.5. Services Standards. For grantees awarded funds to provide services, grantee shall provide services in a manner consistent with the following standards:

1.4.5.1. Grantee shall have a staff-to-participant ratio of no less than one case manager to every 15 households for any component of the project that includes housing, such as transitional or supportive housing, as well as no fewer than one case manager to every 30 households in shelter or community-based programming, with preference for a 1:15 case management to participant ratio for all program components.

1.4.5.2. Staff should have relevant professional accreditations, education, and experience to implement both holistic and housing-focused services. Staff should be community-based and multi-disciplinary when possible.

1.4.5.3. Services should be implemented using best practice models, including Housing First, Harm Reduction, Motivational Interviewing, and Trauma-Informed Care (see Definitions). Other services and treatment models may be coordinated with or incorporated into the services programming based on the individuals served. The delivery of all services should be guided by the principles of cultural competence, recovery, and resiliency, with an emphasis on building individuals' strengths and resources in the community, with family, and with peer/social networks.

1.4.5.4. Services and delivery of the supports should be adjusted appropriately based on the intended population(s) the project will serve.

1.4.6. Habitability Standards. Temporary housing units or shelter facilities must meet HUD's habitability standards defined in 24 CFR part 576.403(c). Documentation of meeting minimum standards must be maintained in households' files. Grantees may use ESG Habitability Standards Checklist found at: https://www.hudexchange.info/resource/3766/esg-minimum-habitability-standards-for-emergency-shelters-and-permanent-housing/ or an equivalent checklist.

1.4.7. **Housing Quality Standards (HQS)** are required both at initial occupancy and during the duration of housing assistance for Supportive Housing, Rapid Re-Housing, or Prevention programs.

1.4.8. **Collaboration**. Grantees shall work collaboratively with community-based partners and referral sources as necessary to ensure that all Households served acquire and maintain housing as efficiently as possible. For example, the grantee may attend and participate in case conferencing meetings to identify eligible Households for the Project and assist in process improvements as necessary, or the grantee may work in conjunction with the project voucher administrator and property management as necessary to ensure the intentions and outcomes of this Agreement.

1.4.9. **Homeless Management Information System:** Grantee shall utilize the local Continuum of Care (CoC) Homeless Management Information System (HMIS) for intake, program enrollment, move-in (if applicable), service provision (if applicable), annual assessments, and exit data collection. If Grantee does not have access to CoC HMIS, Grantee shall seek approval from DOH to partner with an agency that has access. Grantee agrees to fully comply with all HMIS rules and regulations including, without limitation, the following:

1.4.9.1. Grantee shall perform data entry within five (5) days of intake, program enrollment, move-in (if applicable), service provision (if applicable), and discontinuance of participation by a Household.

1.4.9.2. Grantee shall run regular data quality checks to ensure data is accurate.

1.4.9.3. Grantee shall sign all required CoC HMIS agreements and adhere to all CoC HMIS policies and procedures. (These agreements are available from the CoC HMIS administrator for each CoC.)

1.4.9.4. Grantee shall submit and update data in the HMIS Database as requested/necessary to complete performance reports (per **§7.3** of this **Exhibit A**), as well as any other reports required by the CoC.

1.4.9.5. Grantee shall provide other information as requested by DOH for reporting and program evaluation purposes including, without limitation, the number of Households, the status of each Household, the location of units, the progress of the Households, and any other information deemed relevant by DOH.

1.4.9.6. Grantee shall ensure there is a current HMIS Client Consent Form on file for each Household.

2. **DEFINITIONS**: The following terms pertain to the Statement of Work, and shall be construed and interpreted as follows:

2.1. **Area Median Income**. The Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for assisted housing programs including the Public Housing, Section 8 project-based, Section 8 Housing Choice Voucher, Section 202 housing for the elderly, and Section 811 housing for persons with disabilities programs. HUD develops income limits based on Median Family Income estimates and

Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. DOH sets voucher payment standards annually using HUD income limits.

2.2. Behavioral Health. "Behavioral Health" is the scientific study of the emotions, behaviors and biology relating to a person's mental well-being, their ability to function in everyday life and their concept of self. Behavioral health conditions include: substance use disorders; alcohol and drug addiction; and serious psychological distress, including suicide ideation and mental disorders.

2.3. Beneficiaries. "Beneficiaries" shall mean the persons and/or households who are the end users that benefit from the Project.

2.4. Comparable Database. "Comparable Database" is a database that meets all Homeless Management Information System (HMIS) Data Standards and does so in a method that protects the safety and privacy of the survivor. Comparable databases are used by "Victim Service Providers" (i.e., non-profit organizations whose primary mission is to provide services to survivors of domestic violence, dating violence, sexual assault, or stalking).

2.5. Continuums of Care. "Continuums of Care" are regional planning bodies which organize and deliver housing and services within their communities. There are four CoCs in Colorado: the Metro Denver Homeless Initiative (Denver, Boulder, Arapahoe, Douglas, Jefferson, and Adams counties), Pikes Peak CoC (El Paso County), Northern Colorado CoC (Larimer and Weld counties), and the Balance of State CoC (the 54 remaining counties grouped into 10 regional coalitions).

2.6. Coordinated Entry. "Coordinated Entry" is a system operated by each CoC in which the goal is to create and maintain a by-name list of every assessed individual or family experiencing homelessness in that CoC's region so that they can be prioritized and matched with the most appropriate and available housing resource.

2.7. DOH. "**DOH**" means the Colorado Department of Local Affairs, Division of Housing.

2.8. Harm Reduction. "Harm Reduction" means a set of practical approaches aimed to reduce the harm associated with substance use rather than on the prevention of substance use itself. Harm reduction approaches recognize that individuals can be at different stages of recovery and that effective interventions should be individually tailored to each individual's stage. Such strategies have been effective in reducing morbidity and mortality for such individuals by incorporating strategies from safer use, to managed use, to abstinence. Individuals are allowed to make choices about use and treatment, and regardless of the choices, are not treated adversely, housing status is not threatened, and help continues to be available.

2.9. Homeless or Experiencing Homelessness. "Homeless" or "Experiencing Homelessness" refers to a household that is living unsheltered, in a place not meant for human habitation or in a homeless shelter, or is at risk of losing their housing within 14 days. Homelessness is defined as living in a place not meant for human habitation, in emergency shelter, in temporary housing (e.g. - safe haven, transitional housing, bridge housing, or rapid rehousing), or exiting an institution where the person temporarily resided.

2.10. Homeless Management Information System (HMIS). "Homeless Management Information System" is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for

selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards.

2.11. Housing First. "Housing First" is a proven approach that prioritizes non-time limited housing to people experiencing homelessness, thus ending their homelessness. Housing First recognizes that housing is a platform from which individuals can pursue personal goals and improve quality of life. This approach is guided by the belief that people need basic necessities, such as food and housing, before attending to other goals, such as employment, budgeting, or substance use treatment. Unlike "Housing Ready" or "Housing Next" or "Treatment First" models, Housing First positions housing as an immediate priority for people experiencing homelessness. Numerous models complement Housing First, such as Harm Reduction, low barrier programming, trauma-informed approaches, and individual choice.

2.12. HUD. "HUD" is the United States Department of Housing and Urban Development.

2.13. Inclusion, diversity, equity, and accessibility (IDEA). "Inclusion, diversity, equity, and accessibility (IDEA)" are terms used to define efforts to outreach to and include diverse communities, organizations, and individuals who identify with diverse backgrounds, including but not limited to ethnicity, race, language, national origin, sexual orientation, gender identity and expression, and ability.

2.14. Indirect Costs. "Indirect Costs" means those costs that have been incurred for shared or joint objectives and cannot be readily identified with any particular activity. After direct costs have been determined and assigned directly to the grant award, or other work as appropriate, indirect costs are those that remain to be allocated. Examples include: office rent, utility, insurance, maintenance, and other expenditures related to shared space; administrative and executive team functions that support multiple program areas; and purchases, transportation, and staff expenses that benefit multiple program areas. Further guidance on indirect costs is provided in 2 CFR Part 200, Subpart E.

2.15. Motivational Interviewing. "Motivational Interviewing (MI)" is a collaborative, person-centered form of guiding to elicit and strengthen motivation for change by exploring and resolving ambivalence. MI is considered to be an evidence-based practice that has proven to be successful.

2.16. Other Funds. "Other Funds" means funding provided or to be provided by other federal, state, local, or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.

2.17. Project Close-Out Date. "Project Close-Out Date" shall mean the date DOLA determines the Project is complete as identified in writing to the Grantee.

2.18. Recovery Care. "Recovery Care" are services provided for individuals with Substance Use Disorders (SUDs). These services focus on improving health outcomes and self-sufficiency that allow individuals to reach their full potential.

2.19. Recovery Care Residential Programs "Recovery Care Residential Programs" provide residential services and/or treatment for individuals experiencing homelessness so that they can receive recovery care services, as defined above.

2.20. Rental Assistance. "Rental Assistance" means Housing Assistance Payments (HAP) paid on behalf of households by a Public Housing Authority (PHA) directly to property owners/landlords. Rental Assistance is non-time limited and units must meet HQS standards before rental assistance payments can be made. Rental Assistance must follow the PHA's Voucher Administrative Plan policies, procedures and regulations.

2.21. Substantial Completion. "Substantial Completion" means that Grantee has achieved the milestones and targets identified in **§3 (Deliverables)** of this **Exhibit A** through the delivery of approved services as identified in **§5.2.3 (Descriptions of Uses)** of this **Exhibit A** to Households identified in **§1.2** of this **Exhibit A.**

2.22. Supportive Housing. "Supportive Housing," also known as Permanent Supportive Housing (PSH), means decent, safe, affordable, community-based housing that provides tenants with the rights of tenancy, Tenancy Support Services, and links to other intensive supportive services using best practices, particularly the Housing First model, as well as Harm Reduction and Trauma-informed approaches. Supportive Housing is designed to allow tenants to live as independently as possible.

2.23. Trauma-Informed Care. "Trauma-Informed Care" is an approach to the delivery of behavioral health services that includes an understanding of trauma and an awareness of the impact it can have across settings, services, and populations. It involves viewing trauma through a cultural lens and recognizes that context plays a significant role in how individuals perceive and process traumatic events. A trauma-informed approach realizes the widespread impact of trauma; understands potential paths for healing; integrates knowledge of trauma into policies and practices; and seeks to actively prevent re-traumatization.

3. DELIVERABLES

3.1. Outcome. Full implementation of the Project and achievement of all Performance Measures.

3.2. Performance Milestones. Grantee shall achieve each of the following Milestones by the Date shown.

Milestone	Date
Provide certificate of insurance, and all other compliance documentation requested by DOH within one month of receiving an executed agreement	02/01/2024
Provide certification of matching funds commitments and sources to DOH	On-going
Provide DOH access to Grantee's HMIS web portal to review real time client data	On-going
Submit request for reimbursements to DOH at least quarterly	On-going
Track and record grant outcomes through DOH approved Performance Measures	On-going
Submit quarterly reports as determined by DOH	On-going
Submit annual progress reports as determined by DOH within 30 calendar days after the first twelve months of the grant period and annually thereafter	On-going

Submit Project Completion Report to DOH within 30 calendar days after the completion of the Project	11/13/2026

4. KEY PERSONNEL

4.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as a key person and the Responsible Administrator of this project:

Carrie Espinosa, Executive Director, Housing Authority of Arvada
City of Arvada
8101 Ralston Road
Arvada, CO 80002
caespinosa@arvada.org

4.2. DOH Key Personnel. Nellie Stagg, Transformational Homelessness Response Manager, nellie.stagg@state.co.us

4.3. Replacement Personnel. If any Grantee Key Personnel cease to serve, Grantee shall immediately notify DOH of such event in writing. Replacement of Grantee Key Personnel shall be subject to DOH approval. Requests to replace Grantee Key Personnel shall be made in writing and shall include, without limitation, the name of the person, their qualifications, and the effective date of the proposed change. Notices sent pursuant to this subsection shall be sent in accordance with **§14** of the main body of the Agreement, with a copy to DOH Key Personnel. Anytime Grantee Key Personnel cease to serve, the State, at its sole discretion, may direct Grantee to suspend work on the Project until such time as the Grantee proposes a replacement and such replacement is approved by DOH.

5. FUNDING

The Agreement Maximum Amount to be provided by the State is set forth on the Cover Page of the Grant Agreement and is shown for convenience in **§5.2.1** as "Grant Funds (DOLA)".

5.1. Other Funds. Grantee shall provide all funds necessary to complete the Project. All Sources, other than the DOLA Grant Funds and Matching Funds (if any), are good faith estimates.

5.2. Project Budget.

5.2.1. Sources.

Source	Amount
Grant Funds (DOLA)	$1,914,000.00
Matching Funds: -Salaries -Housing Choice Vouchers	 $478,500.00
Total	**$2,392,500.00**

5.2.2. Grant Funds (DOLA). Costs eligible for payment with DOLA Grant Funds are limited to the items and amounts listed in the table below (subject to any line item adjustments made pursuant to **§5.4.1**). A detailed description of uses is provided in **§5.2.3.**

Use	Amount
Street Outreach	$150,000.00
Emergency Shelter	$1,017,000.00
Bridge Housing	$747,000.00
Total	**$1,914,000.00**

5.2.2.1. Pre-Agreement Costs. Reserved.

5.2.3. Descriptions of Uses. Following are descriptions of the Uses listed in **§5.2.2**.

5.2.3.1. Street Outreach. "Street Outreach" is non-facility based and is the act of engaging people experiencing unsheltered homelessness where they are. "Street Outreach" includes the following eligible activities:

5.2.3.1.1. Engagement and case management. Efforts to provide essential services to individuals experiencing unsheltered homelessness who are unwilling or unable to access emergency shelter, housing, or other services or programs. This includes: (i) making an initial assessment of services need and eligibility; (ii) assessing housing and service needs and arranging, coordinating, and monitoring the delivery of individualized services; (iii) coordinating with emergency shelter providers for immediate access to shelter options, including hotel/motel vouchers; (iv) providing crisis counseling; (v) addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; (vi) actively connecting individuals to programs and services, including transportation to needed services; and (vii) other reasonable and necessary efforts to connect individuals to immediate support, intervention, connections with housing, homelessness assistance programs, and/or mainstream social services and housing programs.

5.2.3.1.2. **Services for behavioral health, mental health, substance use disorders, and medical care.** Includes a continuum of behavioral health services, treatment, and crisis intervention that is provided in non-facility settings. Also includes coordination for access to healthcare-related services including primary care, substance use treatment, mental health care, vision and dental care, and emergency, crisis, and inpatient services. Emergency behavioral, mental, or physical health services funded under this activity may include direct outpatient treatment by licensed professionals operating in non-facility-based settings.

5.2.3.1.3. **Educational, vocational, and work-based learning opportunities.** Efforts to connect individuals encountered through outreach with educational, vocational, and work-based learning opportunities that resolve a household's homelessness as quickly as possible. A best practice is for outreach programs to create or connect to peer mentoring programs and hire peer mentors with lived expertise regarding homelessness to conduct outreach, as well as contribute to program design and improvement.

5.2.3.1.4. **Recovery care and related residential programs.** Efforts to connect individuals to community resources that offer recovery care and related residential programs, including the cost of transportation to such services and treatment.

5.2.3.1.5. **Operations.** Efforts related to locating and delivering services to individuals experiencing unsheltered homelessness where they are living and building rapport with them. This may include (i) physically locating individuals residing in unsheltered situations; (ii) getting staff to those locations; (iii) ongoing communication (including cell phones for outreach workers during the performance of these activities); and (iv) and other reasonable and necessary efforts required to locate and build trust with those in unsheltered situations. Additionally, this can include mapping the location of unsheltered encampments as well as upgrading, enhancing, or customizing a database that can track real-time, geographic data about homelessness outreach efforts.

5.2.3.1.6. **Grant Activities.** Efforts focused on administering a specific grant or funding source may improve effective operations, as well as effective program implementation. Such efforts include planning and executing program activities, such as (i) general

program or grant management, oversight, coordination, monitoring, and evaluation; (ii) salaries, wages, and related costs related to preparing program budgets; developing systems for ensuring compliance with grant requirements; developing interagency agreements; and preparing reports and other required documents or activities; (iii) accounting or other services; and (iv) other reasonable and necessary goods and services required to implement the grant program, such as evaluating program results against stated objectives, occupancy costs, and training on program requirements.

5.2.3.1.7. Indirect Costs. Pursuant to 2 CFR § 200.414, Grant Funds may be used to pay for indirect costs in accordance with 2 CFR Part 200, Subpart E. Prior to requesting reimbursement for indirect costs, Grantee must discuss the indirect cost rate with DOH Key Personnel and submit corresponding documentation to DOH Key Personnel as requested.

5.2.3.2. Emergency Shelter. "Emergency Shelter" includes facilities for which the primary purpose is to provide temporary shelter to people experiencing homelessness and which do not require guests to sign leases or occupancy agreements and do not charge rent. "Emergency Shelter" includes the following eligible activities:

5.2.3.2.1. Essential services. Efforts to provide supportive services to those who are in an Emergency Shelter. These services include finding housing options that resolve guests' homelessness as quickly as possible. Efforts include (i) housing search and placement and navigation, such as activities to assist guests to locate and obtain housing; (ii) housing stability case management, such as assessing, coordinating, and delivering individualized services to obtain housing, developing case management plans, and support groups; (iii) legal services necessary to resolve a legal problem that prohibits the guest participant from obtaining permanent housing; (iv) services for physical health care, mental health care, behavioral health care, and other medical care; (v) implementing and maintaining diversion programming; and (vi) other reasonable and necessary costs that help resolve a household's homelessness, including but not limited to child care and transportation.

5.2.3.2.2. Educational, vocational, and work-based learning opportunities. Efforts to connect individuals and

families with educational, vocational, and work-based learning opportunities that resolve the individual's homelessness as quickly as possible. Shelters may consider creating or connecting to peer mentoring programs and hiring peer mentors with lived expertise of homelessness to work in the shelter and contribute to program design or improvement.

5.2.3.2.3. **Recovery care and related residential programs.** Efforts to connect program participants to community resources that offer recovery care and related residential programs, including transportation to those services.

5.2.3.2.4. **Operations.** Efforts related to maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the Emergency Shelter.

5.2.3.2.5. **Grant Activities.** Efforts focused on administering a specific grant or funding source may improve effective operations, as well as effective program implementation. Such efforts include planning and executing program activities, such as (i) general program or grant management, oversight, coordination, monitoring, and evaluation; (ii) salaries, wages, and related costs related to preparing program budgets; developing systems for ensuring compliance with grant requirements; developing interagency agreements; and preparing reports and other required documents or activities; (iii) accounting or other services; and (iv) other reasonable and necessary goods and services required to implement the grant program, such as evaluating program results against stated objectives, occupancy costs, and training on program requirements.

5.2.3.3. **Bridge Housing.** "Bridge Housing" is temporary housing for those who have been matched with a permanent housing resource to safely reside while waiting to move into housing. "Bridge Housing" includes the following eligible activities:

5.2.3.3.1. **Essential services.** Efforts to provide supportive services to those who are in Bridge Housing that are needed to bridge them into permanent housing placements. Activities include (i) housing search and placement and navigation, such as activities to assist guests to locate and obtain housing; (ii) housing stability case management, such as assessing, coordinating, and delivering individualized services to

obtain housing, developing case management plans, and support groups; (iii) legal services necessary to resolve a legal problem that prohibits the guest participant from obtaining permanent housing; (iv) services for physical health care, mental health care, behavioral health care, and other medical care; and (v) other reasonable and necessary costs that help bridge the gap between securing the housing option and the housing becoming available, including but not limited to logistics planning, child care, and transportation.

5.2.3.3.2. Educational, Vocational, and Work-Based Learning Opportunities. Efforts to connect Bridge Housing residents with educational, vocational, and work-based learning opportunities that will stabilize the household once they transition to permanent housing. Bridge Housing providers may consider creating or connecting to peer mentoring programs and hiring peer mentors with lived expertise of homelessness to work in the Bridge Housing program.

5.2.3.3.3. Recovery Care and Related Residential Programs. Efforts to connect residents to community resources that offer recovery care and related residential programs, including the cost of transportation to those services, if needed.

5.2.3.3.4. Operations. Efforts include maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the facility.

5.2.3.3.5. Grant Activities. Efforts focused on administering a specific grant or funding source may improve effective operations, as well as effective program implementation. Such efforts include planning and executing program activities, such as (i) general program or grant management, oversight, coordination, monitoring, and evaluation; (ii) salaries, wages, and related costs related to preparing program budgets; developing systems for ensuring compliance with grant requirements; developing interagency agreements; and preparing reports and other required documents or activities; (iii) accounting or other services; and (iv) other reasonable and necessary goods and services required to implement the grant program, such as evaluating program results against stated

objectives, occupancy costs, and training on program requirements.

5.3. Matching Funds. Grantee shall provide the funds identified as "Matching Funds" in **§5.2.1**, above, unless otherwise approved in writing by DOH. Matching Funds may only be used for the eligible costs described in **§5.2.3** of this **Exhibit A**.

5.4. Project Budget Line Item Adjustment.

5.4.1. If the table in **§5.2.2** contains more than one budget line item, Grantee shall have authority to adjust individual budget line item amounts, without approval of the State, up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not include administrative line items (such as project delivery or administrative costs). Grantee shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

5.4.2. Changes to individual budget lines amounts in **§5.2.2** in excess of 10% shall require written approval of the DOLA Controller. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§16.I.i** of the main Agreement.

6. PAYMENTS TO GRANTEE

Payments to Grantee shall be made in accordance with the provisions of **§5** of the main body of the Agreement, and §**6** of this **Exhibit A**.

6.1. Payment Schedule. Grantee shall submit all payment requests in a timely manner to DOH. Unless otherwise agreed to by DOH, Grantee shall submit payment requests once per month, on or before the 20th of each month. DOH may request the Grantee to submit payment requests for the months of May and June earlier than the 20th (to the extent possible) in order to complete closeout of the state fiscal year in a timely manner. Eligible expenses incurred by Grantee during any calendar month shall be included in the following month's pay request. DOH shall review the pay request and, if approved, shall submit the pay request to DOLA accounting for its review, approval and payment. Payments may be withheld, at DOH's reasonable discretion, pending submission by Grantee and approval by DOH of any reports or completion by Grantee of any administrative requirements set forth in the main Grant Agreement or this **Exhibit A**.

Payment	Amount	
All payments	100% of Payment Request	Paid upon DOLA's receipt of actual expense documentation and written requests from the Grantee for reimbursement of eligible approved Project costs.
Total	**$1,914,000.00**	

6.2. Any excess Grant Funds shall be returned to DOLA via deobligation letter from Grantee within 60 days prior to the expiration of the Grant Agreement.

6.3. Pay Request Process. Payment requests shall be submitted to DOH Key Personnel via instructed processes. Each request shall include all required/appropriate information and documentation necessary, per guidance provided by DOH, in order for DOH to verify eligibility of expenses**.**

6.4. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with **§14** of the main body of the Agreement:

City of Arvada 8101 Ralston Road Arvada, CO 80002

6.5. Interest. If advance payments are authorized, Grantee or Subgrantee may keep interest earned from Grant Funds up to $500 per year for administrative expenses. All interest earned in excess of $500 shall be remitted to DOLA.

7. ADMINISTRATIVE REQUIREMENTS – STATE

Grantee shall administer Grant Funds in accordance with the requirements of this Agreement, Division of Housing (DOH) Guidelines, and this **Exhibit A.**

7.1. Accounting. Grantee shall maintain segregated accounts of Grant Funds and Other Funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget in **§5.2** of this **Exhibit A** above.

7.2. Audit Report. If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Agreement or any other grants/contracts with DOLA, Grantee shall submit a copy of the final audit report, including a report in accordance with the Single Audit Act and 2 CFR 200.500 et seq., to:

Department of Local Affairs Accounting & Financial Services 1313 Sherman Street, Room 323 Denver, CO 80203 Or email to: dola.audit@state.co.us and nellie.stagg@state.co.us

7.3. Reporting. In addition to any reporting required pursuant to the terms of the main Agreement, Grantee shall submit to DOLA the reports listed below in a format acceptable to the State. If such reports are not submitted in a timely manner, the State may withhold payments to Grantee pursuant to **§6.1** of this **Exhibit A**.

7.3.1. Quarterly Performance Reports. Within 20 calendar days after the end of each quarter, Grantee shall submit a quarterly performance report. The quarterly performance report shall include reporting on the expected project deliverables as approved by DOH.

7.3.2. Annual Report. Within 30 calendar days after the first twelve months of the grant period and annually thereafter, Grantee shall submit an annual report. In the event that the grant term is shorter or longer than twelve months, Grantee shall use the reporting deadlines provided by the DOH Key Personnel. The annual report shall be completed using the reporting template which DOH shall

provide and shall include reporting on the expected deliverables as described in **§3** and **§1.4.9 (Homeless Management Information System)** of this **Exhibit A**. DOH may make changes to the reporting template at any time during the grant period; if such changes are made, DOH shall communicate these changes to Grantee in a timely manner.

7.4. Monitoring. The State shall monitor this Agreement in accordance with its Risk-Based Monitoring Policy and **§7B** and **§C** of the main body of the Agreement. Final evaluation of the Project will be accomplished when DOLA approves the Project Completion Report.

7.4.1. DOH at its discretion may monitor files, policies, or other program documentation either on site or through a request of documents.

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EXHIBIT B, SAMPLE OPTION LETTER

SAMPLE OPTION LETTER

State Agency Department of Local Affairs, for the benefit of the Division of Housing	**Grantee** [Grantee's full legal name.]
Encumbrance Number H4HRGP00000	**Option Letter Number** (1, 2, 3, etc.)
(Current) Agreement Maximum Amount $000,000.00	**(New) Agreement Maximum Amount** $000,000.00
(Current) Initial Agreement Expiration Date Month, Day, Year	**(New) Initial Agreement Expiration Date** [Month, Day, Year]
Existing CMS Number(s) 000000, 000000, 000000	**(New) CMS Number** (This Option Letter) 000000
Effective Date The date this Option Letter is signed by the State Controller.	

1. **OPTIONS:** *(Select all that are applicable.)* In accordance with §18K of the Original Agreement referenced above, as amended, the State hereby exercises its option to modify the following:

☐A. Initial Agreement Expiration Date.

☐B. Agreement Maximum Amount.

☐C. Project Budget.

☐D. Payment Schedule.

☐E. Milestones.

☐F. Service Area.

☐G. Responsible Administrator.

☐H. Remittance Address.

2. **REQUIRED PROVISIONS:**

   1. **<u>For use with Option 1(A)</u>:** The Initial Agreement Expiration Date, shown on the Cover Page of the Agreement, as amended, is hereby deleted and replaced with the (New) Initial Agreement Expiration Date shown in the table above.

   2. **<u>For use with Options 1(B)</u>:** The Agreement Maximum Amount shown on the Cover Page of the Agreement referenced above, as amended, is hereby deleted and replaced with the (New) Agreement Maximum Amount shown in the table above.

   3. **<u>For use with Option 1(C)</u>**: The Project Budget in **§5.2** of the Statement of Work (**Exhibit B)**, as amended, is deleted and replaced with the following:

5.2. Project Budget.

5.2.1. Sources

Source	Amount
[Source]	$x.xx
Total	**$x.xx**

5.2.2. Uses/Project Activities

Use/Project Activity	Amount
[Use]	$x.xx
Total	**$x.xx**

5.2.3. Eligible Uses of DOLA Grant Funds

Eligible Activity	Amount
[Eligible Use]	$x.xx
Total	**$x.xx**

5.2.4 Pre-Agreement Costs. [Reserved].

4. **For use with Option 1(D):** The **Payment Schedule** in **§6.1** of the Statement of Work (**Exhibit B)**, as amended, is deleted and replaced with the following:

6.1 Payment Schedule. Grantee shall disburse Grant Funds received from the State within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	$x.xx	Paid upon DOLA's receipt and approval of a written request for payment and expense documentation of eligible costs.
Final Payment	$x.xx	Paid upon DOLA's receipt and approval of a written request for payment, expense documentation of eligible costs, Beneficiary data, and all required reports.
Total	**$x.xx**	

5. **For use with Option 1(E):** The Milestones in **§3.3** of **Exhibit B**, as amended, is deleted and replaced with the following:

3.3. Performance Measures. Grantee shall comply with the following Milestones and Target Dates:

Milestone:	Target Date
[Milestone]	[Date]
[Milestone]	[Date]
[Milestone]	[Date]

6. **For use with Option 1(F):** The Service Area in **§3.2** of **Exhibit B**, as amended, is deleted and replaced with the following:

3.2. Service Area. The performance of Services for this Agreement shall be located in [Area], State of Colorado.

7. **For use with Option 1(G):** The Responsible Administrator in **§4.1** of **Exhibit B**, as amended, is deleted and replaced with the following:

4.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as a key person and the Responsible Administrator of this Project:

[Name, Title] [Entity Name] [Address] [City, State, Zip Code] [e-mail address]

8. **<u>For use with Option 1(H)</u>:** the Remittance Address in **§6.2** of **Exhibit B**, as amended, is deleted and replaced with the following:

   6.2 Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with **§14** of the Agreement:

[Grantee Name] [Street Address] [City, State Zip Code]

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE OF COLORADO Jared S. Polis, Governor **Department of Local Affairs** Rick M. Garcia, Executive Director By: _____ Rick M. Garcia, Executive Director Date: _____	**STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By: _____ DOLA Controller Delegate Option Effective Date: _____

EXHIBIT C, BUDGET

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in Exhibit C will determine what is reported on as outlined in Exhibits D-G.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
H4HRGP24205	City of Arvada	EC 2.16, Long-Term Housing Security: Services for Unhoused Persons	$1,914,000.00
Total			**$1,914,000.00**

2. BUDGET BY FUNCTION

3. EXPENDITURE CATEGORY MODIFICATIONS

1.1 Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates tab).

Exhibit D, Federal Provisions

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID Number" means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: sam.gov/content/duns-uei

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.

4.2. UEI. Grantee shall provide its UEI number to its Prime Recipient, and shall update Grantee's information in SAM at least annually.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

<u>EC 2 – Negative Economic Impacts</u>

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served
b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million

i. Prevailing wage certification or detailed project employment and local impact report
ii. Project labor agreement certification or project workforce continuity plan
iii. Prioritization of local hires
iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
    ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:
    i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
    ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient UEI Number;

8.1.2.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization UEI Number;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's UEI Number as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employement and Wage Statistics, whichever is higher, OR the eligible worker reciving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.3.7.1. For projects over $10 million:

8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon

Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit G – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

EVENT OF DEFAULT AND TERMINATION.

14.3. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

14.4. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

14.4.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

14.4.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

14.4.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.4.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

14.4.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

Exhibit E, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.

4. Maintenance of and Access to Records

   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

   Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must

8. disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

      viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

      ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for Agreement or grant oversight or

management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition

of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT F, SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates tab).

Exhibit G – SAMPLE SLFRF REPORTING MODIFICATION FORM

Grantee:			Grant Agreement No:	
Project Title:			Project No:	
Project Duration:	To:		From:	
State Agency:				

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

_____ _____
Grantee Date

_____ _____
State Agency Grant Manager Date

EXHIBIT H – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Housing and Community Development Act of 1974, Pub L, No. 93-383, as amended.
2. Cranston-Gonzales National Affordable Housing Act of 1990, as amended
3. 24 CFR Part 92, HOME Investment Partnerships Program Final Rule
4. State of Colorado Community Development Block Grant (CDBG) Guidebook, available on DOLA's website.
5. 24 CFR Parts 0-91 Housing and Urban Development.
6. 24 CFR Subtitle B, Chapter I – XXV, HUD.
7. 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.
8. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
9. 2 CFR Part 230, Cost Principles for Non-Profit Organizations.
10. 2 CFR Part 200 Section 500, *et seq*., Audit Requirements.
11. §29-1-601, *et seq*., C.R.S., Local Government Audit Law.
12. §24-32-106 C.R.S., Powers of the director provision.
13. §24-32-705(1)(i) C.R.S., DOH ability to accept and receive grants
14. 16 USC §469, *et seq*., Historic Preservation
15. 2 USC Chapter 26, Disclosure of Lobbying Activities.
16. 5 USC §552a, Public Information; agency rules, opinions, order, records and proceedings (Privacy Act 1974).
17. 8 USC §1101-1646, Immigration and Nationality.
18. 12 USC §§1701- 1701z-15, National Housing Act.
19. 15 USC Chapter 49, Fire Prevention and Control.
20. 16 USC Chapters 1-92, Conservation.
21. 16 USC §469, *et seq*., Historic Preservation
22. 16 USC §1531, *et seq*., Endangered Species
23. 16 USC §1271, *et seq*., Wild and Scenic Rivers
24. 20 USC Chapter 38, Discrimination Based on Sex or Blindness (Title IX, as amended, Education Amendment of 1972).

25. 29 USC Chapter 8, §§201, 206, *et seq*., as amended, Labor.
26. 29 USC Chapter 14 Age Discrimination in Employment.
27. 29 USC Chapter 16, §§793-794, *et seq*., as amended, Vocational Rehabilitation and Other Rehabilitation Services.
28. 31 USC Subtitles I – VI, Money and Finance.
29. 40 USC Subtitle I, Federal Property and Administrative Services.
30. 40 USC Subtitle II, Public Buildings and Works.
31. 40 USC §§ 3141 – 3148, Wage Rate Requirements (Davis Bacon).
32. 40 USC §§ 3701 – 3708, Contract Work Hours and Safety Standards Act.
33. 40 CFR Parts 1500-1508, Council on Environmental Quality (Regulations Implementing NEPA).
34. 41 CFR Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
35. 41 USC § 6502, *et seq*., Walsh-Healey Public Contracts Act.
36. 41 USC Chapter 81, Drug Free Workplace.
37. 42 USC Chapter 6A, Public Health Service.
38. 42 USC Chapter 21, Civil Rights.
39. 42 USC Chapter 45 Fair Housing.
40. 42 USC Chapter 50, National Flood Insurance.
41. 42 USC Chapter 55, National Environmental Policy.
42. 42 USC Chapter 63, Lead-Based Paint Poisoning Prevention.
43. 42 USC Chapter 69, Community Development.
44. 42 USC Chapter 76, Age Discrimination in Federally Assisted Programs.
45. 42 USC Chapter 85, Air Pollution Prevention and Control.
46. 42 USC Chapter 89, Congregate Housing Services.
47. 42 USC Chapter 126, Equal Opportunity for Individuals with Disabilities.
48. 42 USC Chapter 130, National Affordable Housing.
49. 42 USC §§300f – 300j-26, Safe Drinking Water
50. 49 CFR Part 24, as amended, Uniform Relocation Assistance and Real Property for Federal and Federally Assisted Programs.
51. §24-34-301, *et seq*., C.R.S., Colorado Civil Rights Division.
52. §24-34-501, *et seq*., C.R.S., Housing Practices.

53. §24-75-601, *et seq*., C.R.S., Legal Investment of Public Funds.

54. Executive Order 11063, HUD Equal Opportunity in Housing, as amended by Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs.

55. Executive Order 11593, Protection and Enhancement of the Cultural Environment.

56. Executive Order 11988, Floodplain Management.

57. Executive Order 11990, Protection of Wetlands

58. Public Law 110-289, Housing and Economic Recovery Act of 2008.

59. Public Law 111-203, Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

60. Compliance with all applicable standards, orders, or requirements issued pursuant to section 508 of the Clean Water Act (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applicable to contracts, subcontracts, and subgrants of amounts in excess of $100,000).

61. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871). [53 FR 8068, March 11, 1988, as amended at 60 FR 19639, Apr. 19, 1995]

EXHIBIT I - Reserved

EXHIBIT J-PII CERTIFICATION

STATE OF COLORADO
THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: _____
Printed Name: _____
Date: _____

EXHIBIT J-PII CERTIFICATION

STATE OF COLORADO
THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

FORM 1 -
RESIDENCY DECLARATION

In order to be eligible to receive the assistance you seek, you, as an applicant must be lawfully within the United States. Please read this Declaration carefully. Please feel free to consult with an immigration lawyer or other expert of your choosing.

I, _____, swear or affirm under penalty of perjury that (check one):

☐ I am a United States citizen, or

☐ I am a non-citizen national of the United States, or

☐ I have an immigration status that makes me a "qualified alien."

I hereby agree to provide any documentation which may be required pursuant to Federal law, Interim Guidelines published by the United States Department of Justice (62 FR 61344) or, if applicable, Colorado laws and regulations, if the Colorado laws are not inconsistent with Federal law.

I acknowledge that making a false, fictitious, or fraudulent statement or representation in this Declaration is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statues §18-8-503 and shall constitute a separate criminal offense each time a public benefit is fraudulently received.

_____
Name (please print)

_____
Signature

_____
Date

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 8.B.3.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: R24-007, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the U.S. Department of Housing and Urban Development for Community Development Block Grant ("CDBG") Funding in the Amount of $423,831 (Presenter: Carrie Espinosa)

Report in Brief

Presenter: Carrie Espinosa

The purpose of this Intergovernmental Agreement is to allow the City of Arvada to enter into a funding agreement with the U.S. Department of Housing and Urban Development (HUD) to accept the 2023 Community Development Block Grant funds in the amount of $423,831.

The Arvada team recommends that the City Council approve R24-007, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the U.S. Department of Housing and Urban Development for Community Development Block Grant ("CDBG") Funding in the Amount of $423,831.

Financial Impact

The City of Arvada will receive $423,831 in Community Development Block Grant funding from the U.S. Department of Housing and Urban Development to support services for low to moderate income families in Arvada.

Background

The U.S. Department of Housing and Urban Development (HUD) requires all entitlement communities receiving CDBG funds to prepare and submit a Consolidated Plan every five years to establish a unified, strategic vision for economic development, housing and community development actions. The Consolidated Plan encompasses the analysis of local community needs and coordinates appropriate responses to those needs and priorities.

The Consolidated Plan is carried out through Annual Action Plans which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals in the Consolidated Plan. The City must submit an Annual Action Plan to HUD no later than November 15 each year during the five-year period. On November 7, 2022, the Arvada City Council approved Resolution R22-100 approving the submission of the 2023 CDBG Annual Action Plan to allocated funds made available in the 2023 funding agreement. HUD has issued a 2023 funding agreement for signature.

Discussion

Our team evaluated the benefits of an intergovernmental agreement between the City of Arvada and the U.S. Department of Housing and Urban Development and determined this is in the best interest of the City and in support of strategic results and milestones within the Community and Economic Development Priority Area. These funds will support programs such as the Essential Home Repairs Program and the Human Services Grants Program.

Public Contact

In accordance with the requirements outlined in the City of Arvada Citizen Participation Plan, a 30-day public review and comment period beginning September 22, 2022 through October 21, 2022 is provided and a public notice published in the Arvada Press and the City's website.

Commission Recommendation

N/A

Strategic Alignment

Approval of this resolution authorizing an Intergovernmental Agreement with the U.S. Department of Housing and Urban Development aligns with the Community and Economic Development Priority Area with the Arvada City Council Strategic Plan. Specifically, the recommended action aligns with the following Principle:

Improves access to quality housing that is affordable to a broad range of income levels and provides resources, housing and neighborhood assistance services for Arvada residents, neighborhoods, property owners and stakeholders.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R24-007, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the U.S. Department of Housing and Urban Development for Community Development Block Grant ("CDBG") Funding in the Amount of $423,831.

Suggested Motion:

I move that R24-007, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the U.S. Department of Housing and Urban Development for Community Development Block Grant ("CDBG") Funding in the Amount of $423,831, be (approved) (rejected).

Prepared by:
Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	12/20/2023
Jessica Garner, Director of Community and Economic Development	12/21/2023
Gail Walker, Legal Specialist-Contracts	12/21/2023
Emily Grogg, Senior Assistant City Attorney	12/22/2023
Rachel Morris, City Attorney	12/22/2023
Nora Steenson, Deputy City Attorney	12/26/2023
Brad Moloney, Deputy City Attorney	12/26/2023

Linda Haley, Deputy City Manager	12/27/2023
Lorie Gillis, City Manager	12/27/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24 -007

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") FUNDING IN THE AMOUNT OF $423,831.00

WHEREAS, the City of Arvada has the opportunity to enter into an Intergovernmental Agreement with the U.S. Department of Housing and Urban Development ("HUD") for funding from the 2023 Community Development Block Grant; and

WHEREAS, funds from CDBG assist in a variety of City programs that seek to reduce and prevent homelessness in Arvada; and

WHEREAS, the agreement supports the Community and Economic Development strategic result to improve access to quality housing affordable for a broad range of income levels.

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 a form approved by the City Attorney, an Agreement, which is in substantially the same form as attached intergovernmental agreement by and between the City of Arvada and HUD.

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

APPROVED AND ADOPTED this 8th day of January, 2024.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

DocuSign Envelope ID: 1E23C61B-CE40-43CC-A7C5-4E6278EBC2D9

Funding Approval/Agreement

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

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

OMB Approval No. 2506-0193
exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Arvada	3a. Grantee's 9-digit Tax ID Number 846000633	3b. Grantee's 9-digit DUNS Number VD6FQDTQB8J7 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 8001 Ralston Road Arvada, CO 80002	4. Date use of funds may begin 01/01/2023	
	5a. Project/Grant No. 1 B-23-MC-08-0001	6a. Amount Approved $423,831.00 (by this action)
	5b. Project/Grant No. 2	6b. Amount Approved

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

U.S. Department of Housing and Urban Development (By Name) Noemi Ghirghi		Grantee Name (Contractual Organization) Arvada Housing Authority (City of)	
Title CPD Director		Title	
Signature X DocuSigned by: Noemi Ghirghi EF8B3516645E429...	Date (mm/dd/yyyy) 12/19/2023	Signature X	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 9b. Date Grantee Notified (mm/dd/yyyy) 9c. Date of Start of Program Year 01/01/2023	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number

11. Amount of Community Development Block Grant

	FY 2023		
a. Funds Reserved for this Grantee			
b. Funds now being Approved	$423,831.00		
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved
N/A

Loan Guarantee Acceptance Provisions for Designated Agencies:
The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12b. Name and complete Address of Public Agency

12c. Name of Authorized Official for Designated Public Agency

Title

Signature
X

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153 176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

DocuSign Envelope ID: 1E23C61B-CE40-43CC-A7C5-4E6278EBC2D9

8. Special Conditions.

(a) The period of performance and single budget period for the funding assistance specified in the Funding Approval ("Funding Assistance") shall each begin on the date specified in item 4 and shall each end on September 1, 2030. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2030.

(b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering Department/Agency	Indirect cost rate	Direct Cost Base
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

(c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

(d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures

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designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

(e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

(f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

(g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

(h) The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

CITY OF ARVADA

REPORT TO CITY COUNCIL ORDINANCE FIRST READING	AGENDA ITEM 8.C.1.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: CB24-001, An Ordinance Amending Various Provisions of Arvada's Land Development Code Pertaining to Floodplain Regulation (Public Hearing to be set for February 12, 2024 at 6:15 p.m.)

Report in Brief

PRESENTER: Melanie Walter, Floodplain Administrator

Council Action is requested to update the Land Development Code related to Floodplain Regulations to conform with local, state, and federal practices, reflect current City practices, and allow for real-time floodplain boundaries to be shown in city mapping.

The Arvada team recommends that the City Council approve CB24-001, An Ordinance Amending Various Provisions of Arvada's Land Development Code Pertaining to Floodplain Regulation.

Financial Impact

None

Background

City Council adopted the Arvada Land Development Code on May 18, 2020 pursuant to CB20-012. While City Council has adopted certain Flood Insurance Studies and related Flood Insurance Rate Maps since the Land Development Code's initial adoption, there have not been any substantive revisions to the Floodplain Regulations contained within the Land Development Code. City staff therefore proposes several edits to the Land Development Code in order to update current Floodplain Regulations to align with current City practices as well as regulations established by the Mile High Flood District and provide for general cleanup of the Floodplain Regulations.

Discussion

The proposed edits to the Land Development Code address the following four main topics: 1) elimination of the City's Official Floodplain Map 2) the addition of a prohibition on makeshift structures within certain areas of the floodplain where having such structures would be particularly dangerous 3) allowing more flexibility to evaluate the fencing constructed within the floodplain, and 4) allowing the City to impose floodplain regulations in areas that may be at high-risk for flooding, but may not be reflected in FEMA's current floodplain boundaries. Each major revision topic is discussed in-depth below. In addition to these four main topic revisions, the proposed edits also clean up some of the language within the Floodplain Regulations.

The first major proposed edit to the Land Development Code eliminates the City's Official Floodplain Map. The City's Official Floodplain Map is a static snapshot in time showing when Council has adopted Flood Insurance Studies (FIS) as required by FEMA. There is no state or federal requirement that municipalities adopt an official city-wide floodplain map. Under the current Land Development Code, the Official Floodplain Map can only be amended with Council approval. The approval is typically sought as a result of a FIS update and will include any Letters of Map Revision (LOMR) that were accepted by FEMA since the last adoption. While FEMA requires the City to officially adopt all FIS and related Flood Insurance Rate Map (FIRM) panels, FEMA does not require the City to officially adopt LOMRs. This discrepancy results in an Official Floodplain Map that may be inaccurate because it does not reflect issued LOMRs since the last adoption. Staff therefore proposes that Council

eliminate the Official Floodplain Map and instead establish the boundaries of the City's floodplain directly from FEMA which includes all LOMRs as they become effective. Council approval will still be required any time FEMA issues a new FIS and related FIRM panels, as required by federal law, but Council approval will not be required when there are minor changes from a LOMR. Elimination of the Official Floodplain Map will allow the City's floodplain boundaries to change dynamically as they are modified by FEMA and the City's GIS team will be able to update the City's digital maps more quickly.

The second major proposed edit to the Land Development Code adds a prohibition on makeshift structures within high-risk flood-prone areas. The purpose of this addition is to align the Land Development Code with Mile High Flood District (MHFD) regulations, which contain the same prohibition. The intent of the prohibition is to protect the lives of those living in the structures and the lives of the first responders. Debris resulting from these structures during a flooding event could also cause clogging of bridge and culvert openings, exacerbating flooding, and endangering the adjacent neighborhoods. In addition, the byproducts of human habitation pollute the waters with fecal bacteria and other hazardous substances, endangering the rest of the community and the communities downstream. By default, the City has adopted these regulations because we are within MHFD boundaries, however directly codifying the regulation into the Land Development Code clarifies such adoption and aligns the Land Development Code with MHFD regulations.

The third major proposed edit replaces the current standards regarding the fencing allowed within the floodplain with more flexible criteria. The current Land Development Code indicates that certain fences will be allowed if the bottom is set at the flood depth elevation or higher, but in some cases that would mean the fence bottom would be three feet from the ground, which is impractical. The current Land Development Code also does not take into consideration existing fences already accounted for in the floodplain modeling when the floodplain boundaries were originally established. The proposed edits replace the current rigid standards with more flexible ones that allow the floodplain administration to approve fencing if certain conditions are met.

The final major proposed edit allows the City the ability to regulate areas within the City that may not be included in the regulatory floodplain identified by FEMA but are identified by the MHFD and designated by the Colorado Water Conservation Board as areas susceptible to being inundated as a result of a flood. In these flood-susceptible areas, the City would be able to impose all floodplain regulations even if such area is outside the boundary established by FEMA. The ability to regulate in these additional high-risk areas will ensure measures are in place to protect the safety of residential, commercial, or critical facilities in the event of a flood.

Public Contact

Posting of the City Council agenda

Commission Recommendation

The Arvada Planning Commission will hold a public hearing on this item during their January 16, 2024 meeting.

Strategic Alignment

This action supports the principle for providing the community with a safe and well-maintained stormwater drainage system and aligns with the Infrastructure Priority Area of the City Council Strategic Plan. Being proactive to maintain flood protection measures in our major drainageways is an expectation and responsibility to our stormwater fee payers.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB24-001, An Ordinance Amending Various Provisions of Arvada's Land Development Code Pertaining to Floodplain Regulation.

Suggested Motion:

I move that CB24-001, An Ordinance Amending Various Provisions of Arvada's Land Development Code Pertaining to Floodplain Regulation be (approved on first reading, ordered published in full, and a public hearing set for February 12, 2024, at 6:15 p.m.) (rejected).

Prepared by:
Melanie Walter, Engineering Manager

Reviewed by:

Approved by:

Jenny Wolfschlag, City Engineer	12/11/2023
Jacqueline Rhoades, Public Works Director	12/12/2023
Bryan Archer, Director of Finance	12/21/2023
Tammy Hedlund, Legal Specialist	12/22/2023
Laura Hemler, Assistant City Attorney	12/22/2023
Rachel Morris, City Attorney	12/22/2023
Nora Steenson, Deputy City Attorney	12/26/2023
Brad Moloney, Deputy City Attorney	12/26/2023
Don Wick, Deputy City Manager	12/27/2023
Lorie Gillis, City Manager	12/28/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 24-001
ORDINANCE NO._____

AN ORDINANCE AMENDING VARIOUS PROVISIONS OF ARVADA'S LAND DEVELOPMENT CODE PERTAINING TO FLOODPLAIN REGULATION

WHEREAS, the City of Arvada, Colorado, ("City"), is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, on or about May 18, 2020, the City adopted the Arvada Land Development Code ("LDC") pursuant to CB20-012;

WHEREAS, the LDC contains the City's floodplain rules and regulations; and

WHEREAS, the Arvada City Council now wishes to update the floodplain regulations contained within the LDC to conform with state and federal laws in addition to current City practices.

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

Section 1. Section 2-1-2-5, "Official floodplain maps," of Division 2-1-2, "Establishment of Zoning Districts" of Article 2-1, "Zoning Districts and Lot and Building Standards" of Chapter 2, "Zoning Districts" of the Arvada Land Development Code is hereby repealed and reenacted to read as follows:

"Sec. 2-1-2-5. Reserved."

Section 2. Article 4-1, "Environmental Quality" of Chapter 4, "Environmental and Site Design," of the Arvada Land Development Code is hereby repealed and reenacted to read as follows:

"**ARTICLE 4-1. ENVIRONMENTAL QUALITY**

DIVISION 4-1-1. PURPOSE AND APPLICATION OF ARTICLE

Sec. 4-1-1-1. -Purpose of article.

The purpose of this Article is to promote and maintain environmental quality and livability in the City, and to mitigate natural hazards to life, safety, and property using standards that regulate the location and design of development.

Sec. 4-1-1-2. -Application of article.

A. *Generally.* The Divisions within this Article are applied as follows:

1. Division 4-1-2, Floodplain Regulations, establishes standards for development within the Regulatory Floodplain, in order to reduce and mitigate flood hazards.

2. Division 4-1-3, Stormwater and Drainage Control, establishes design principles for grading and drainage system design.

3. Division 4-1-4, Natural Hazards and Environmentally-Sensitive Areas, establishes standards for avoiding or mitigating natural hazard areas and for protecting environmentally-sensitive areas from the impacts of development.

4. Division 4-1-5, Irrigation Canals and Ditches, establishes standards for development near irrigation canals and irrigation ditches.

B. *Relationship to Other Standards of this Code.* The standards of this Article, particularly Division 4-1-2, Floodplain Regulations, and Division 4-1-5, Irrigation Canals and Ditches, may restrict development on certain locations of a subject property. When the application of these standards would result in exceptional hardship to the Applicant upon a determination that the variance is the minimum necessary, a variance may be permissible to allow development on other parts of the subject property pursuant to Section 8-3-11-2, Variances.

DIVISION 4-1-2. FLOODPLAIN REGULATIONS

Sec. 4-1-2-1. -Statutory authorization.

The Legislature of the State of Colorado has, in C.R.S. Title 29, Article 20, delegated the responsibility of local government units to adopt regulations designated to minimize flood losses. Therefore, the City Council of Arvada, Colorado, does hereby adopt the following floodplain management regulations.

Sec. 4-1-2-2. -Findings of fact.

A. Flood hazard areas of the City are subject to periodic inundation, which can result in loss of life and property, health and safety hazards, disruption of commerce and government services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the health, safety, and general welfare of the public.

B. These flood losses are created by the cumulative effect of obstruction in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed, or otherwise protected from flood damage.

Sec. 4-1-2-3. -Purpose and definitions.

A. This Division is intended to provide the means and the regulations to promote the health, safety, and general welfare of the public, and to minimize public and private losses due to flood conditions in specific areas subject to flood hazards, and to promote wise use of the floodplain. This Division has been established with the following purposes intended:

1. To reduce the hazards of flood to human life, health, and property;

2. To alert floodplain occupants, or potential occupants, to flood damages which may result from their own, or others' land use;

3. To minimize damage to critical facilities, infrastructure, and other public facilities and utilities such as water, sewer, and gas mains; electrical and communications facilities; and streets and bridges located in the regulatory floodplain;

4. To minimize prolonged business interruptions caused by flooding;

5. To minimize the expenditure of public money for costly flood control projects;

6. To minimize the need for rescue and relief efforts associated with flooding, which are generally undertaken at the expense of the public;

7. To help maintain stable tax base by providing for the sound use and development of the regulatory floodplain, so as to minimize future flood blight areas;

8. To ensure potential buyers are notified if properties are in a regulatory floodplain; and

9. To encourage and facilitate urban water resources management techniques for the reduction of pollution and the enhancement of the urban environment.

B. Terms used in this Division 4-1-2 shall have the meanings set forth in section 11-3-3-1 of this Code if specifically defined.

Sec. 4-1-2-4. -Methods of reducing flood losses.

A. In order to accomplish its purposes, this Division includes methods and provisions for:

1. Requiring all construction of permitted buildings to be in compliance with the City of Arvada Building Code;

2. Restricting or prohibiting land uses that are a) dangerous to public life, health, safety, and property in times of flooding, or b) result in damaging increases in erosion, flood heights, or velocities;

3. Requiring land uses vulnerable to floods, including facilities that serve such uses, be protected against floods at the time of initial construction or substantial improvements;

4. Regulating the manner in which a structure or building may be constructed in Special Flood Hazard areas;

5. Regulating the method of construction of water supply and sanitation systems so as to reduce disease, contamination, and unsanitary conditions;

6. Delineating and describing areas that could be inundated by floods;

7. Regulating the method of construction and pattern of development within all uses in the regulatory floodplain;

8. Regulating the alteration of natural floodplains, stream channels, and natural protective barriers, that help accommodate or channel flood waters;

9. Regulating or prohibiting filling, grading, development, dredging, and unnecessary encroachments that may increase flood damage;

10. Encouraging uses such as greenbelt, open space, agricultural, recreation facilities, and riding trails in floodplain areas;

11. Preventing or regulating the construction of flood barriers that will unnaturally divert flood waters or that may increase flood hazards in other areas; and

12. Prohibiting makeshift structures, enclosures, or other shelters used for human habitation in floodplain areas, except in locations expressly permitted by the City and having adequate sanitation facilities and approved flood evacuation plans.

Sec. 4-1-2-5. -Adoption of official DFIRMs and related FISs and basis for establishing the Regulatory Floodplain.

A. *Official FIS and accompanying FIS adopted; revisions.*

1. *Adoption.* The City hereby adopts the following flood insurance studies and their accompanying flood insurance rate maps provided to the City by FEMA and any revisions thereto as the applicable FISs and FIRMs for the City:

a. The Flood Insurance Study, Jefferson County, Colorado and Incorporated Areas and its accompanying FIRM and DFIRM dated January 15, 2021, and

b. The Flood Insurance Study, Adams County, Colorado and Incorporated Areas and its accompanying FIRM and DFIRM dated September 28, 2018.

2. *Revisions through LOMR or PMR.* Any revisions issued by FEMA to the maps and studies adopted in section 4-1-2-5(A) through a LOMR or PMR, together with all explanatory notations and matter thereon, are automatically adopted by the City upon the effective date of the LOMR or PMR without amendment to this Code and declared to be a part of this Code.

3. *Amendments.* In the event FEMA provides the City with new, updated FISs or FIRMs, this section must be amended to adopt the most current FIRM and its accompanying FIS. The Floodplain Administrator shall keep a copy of the FIS, DFIRMs and FIRMs adopted by this Code on file and available for public inspection.

B. *Basis for establishing the Regulatory Floodplain*.

1. *Regulatory Floodplain.* The Regulatory Floodplain consists of all the Special Flood Hazard Areas (SFHAs) within the City as designated as such by the official FIS adopted in subsection A of this 4-1-2-5. This Regulatory Floodplain is the minimum area within the City subject to the applicability of this Code and may be supplemented by studies designated and approved by the City.

2. *Boundaries.* The boundaries of the Regulatory Floodplain, the Flood Fringe Sub-Zone, the Floodway Sub-Zone within City land, shall be determined from the current effective FEMA DFIRMs and related FISs adopted by the City pursuant to subsection A of this section 4-1-2-5. The boundary lines on the map shall be determined by using the scale appearing on the map. For the purpose of final determination of the Regulatory Floodplain boundaries, the base flood elevations on the 100-year flood profile shall control. The base flood elevations shall be shown on the flood profiles and tabulations in the adopted FISs and DFIRMs, as may be amended by FEMA through a LOMR or PMR.

3. *Conflict*. Where there is a conflict between the boundary lines illustrated on the map and actual field conditions, the dispute shall be settled according to Section 8-3-11-7, Official Interpretations.

4. *Lack of information.*

(a) If the boundaries of an area are unclear based on the currently adopted FIRMs and FISs, and no other information is available by which to determine the boundaries of an area (i.e., site specific studies as provided by the property owner), the boundaries shall be determined by scaling distances on the maps provided in the FIS. Where interpretation is needed as to the exact location of the boundaries, the Floodplain Administrator shall make the necessary interpretation utilizing information deemed relevant by the Floodplain Administrator. In all cases, the base flood elevation as provided in the FIS shall be the governing factor in locating the boundary on any property.

(b) When base flood elevation data has not been provided in accordance with these regulations, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation data and floodway data available from a federal, state, or other sources, in order to administer the applicable provisions of Division 4-1-2, Floodplain Regulations.

(c) For waterways with base flood elevations for which a regulatory floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1-30 and AE on the FIRM adopted pursuant to section 4-1-2-5, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one-half foot at any point within the community.

5. *District Types*. A SFHA is not a separate Zoning District, but is an overlay over an existing Zoning District. The Regulatory Floodplain is subdivided into the Flood Fringe Sub-Zone (defined in section 4-1-2-7) and the Floodway Sub-Zone (defined in section 4-1-2-8). In addition to meeting the conditions of the underlying Zoning District, any property to be developed in the Regulatory Floodplain must meet the conditions of the applicable Floodway Sub-Zone and Flood Fringe Sub-Zone. For those areas where base flood elevation has not been determined, including Flood Zone A within the Flood Fringe Sub-Zone, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation data from federal, state, or other source as criteria for determining

final floodplain areas boundaries and administering rules, regulations and requirements within the Regulatory Floodplain.

6. *Other Areas.* Areas outside of the Regulatory Floodplain but within the City and susceptible to being inundated as the result of a flood, including FHAD studies produced through the Urban Drainage and Flood Control District and designated by the Colorado Water Conservation Board, and the area of land over which flood water would flow from the spillway of a reservoir, shall be referred to as floodplain areas generally. Floodplain areas are still subject to the requirements of this Code.

7. *Areas Removed from the Regulatory Floodplain by Fill or Amendment.* For purposes of this Article, areas removed from the Regulatory Floodplain include all existing and proposed LOMR-F and LOMA areas, if the LOMR-F or LOMA area has not previously been superseded by a standard LOMR.

Sec. 4-1-2-6. -Regulatory floodplain – General standards.

A. *Generally.* The general standards of this Section apply to all areas within the Regulatory Floodplain and all floodplain areas as defined in Section 4-1-2-5(6).

B. *Anchoring.*

1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure, and capable of resisting the hydrostatic and hydrodynamic loads.

2. All manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement and must be capable of resisting the hydrostatic and hydrodynamic loads. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces. Specific requirements may be:

a. Over-the-top ties provided at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations, with manufactured homes less than 50 feet long requiring only one additional tie per side; and

b. Frame ties provided at each corner of the home with five additional ties per side at intermediate points, with manufactured homes less than 50 feet long requiring four additional ties per side; and

c. All components of the anchoring system must be capable of carrying a force of 4,800 pounds; and

d. Any additions to the manufactured home be similarly anchored.

C. *Construction Materials and Methods.*

1. All new construction and substantial improvements shall be constructed with utility equipment resistant to flood damage and using materials and methods that minimize flood damage.

2. All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

3. New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered Colorado Professional Engineer or architect, or meet or exceed the following minimum criteria:

a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

b. The bottom of all openings shall be no higher than one foot above lowest adjacent grade (LAG).

c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

D. *Utilities.*

1. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

2. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.

3. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

E. *Fences.*

1. Fences may be permitted in the Regulatory Floodplain depending on the type and use of the fence at the discretion of the Floodplain Administrator. Any proposed fence in the Regulatory Floodplain shall require review by the Floodplain Administrator and issuance of a Floodplain Development Permit, in addition to other required permit(s). In determining whether to permit fencing in the Regulatory Floodplain, the Floodplain Administrator must consider the following factors:

    a. The proposed location of the fence and the designation of the location (i.e. whether the location is within the Flood Fringe Sub-Zone, Floodway Sub-Zone, Shallow Flooding Zone, etc…),

    b. The materials used for the fence (i.e. wire, rails, chain link, pickets, masonry etc…),

    c. Dimension and length of the fence, and

    d. Whether the fence is being replaced in kind.

F. *Subdivision Proposals.*

1. All subdivision proposals and other new development, including manufactured home parks or subdivisions, shall be reviewed by the appropriate City officials to determine whether the proposed development will be reasonably safe from flooding. Any such proposals in the Regulatory Floodplain shall be reviewed to ensure that:

    a. The proposal is consistent with the need to minimize flood damage;

    b. The proposal has public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;

    c. The proposal has adequate drainage provided to reduce exposure to flood damage; and

    d. Base flood elevation data is provided. All subdivision proposals and other proposed developments (including proposals for manufactured home parks

and subdivisions) greater than 50 lots or 5 acres, whichever is lesser, shall include within such proposals base flood elevation data.

G. *Flood-Proofing.* All-flood proofing measures mandated in this Section shall be subject to the requirements of this code regarding the establishment of floodplain development permits, and regarding nonresidential structures. A professional engineer registered in the State of Colorado shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this Section and the design is consistent with the flood protection elevations for the particular area as shown by the flood profile, flood velocities, and other factors associated with the flood protection elevation. Such certifications shall be provided to the Floodplain Administrator as set forth in subsection 8-1-1-4, Floodplain administrator. In addition to the flood-proofing measures described elsewhere in this Section, others may include:

1. Installation of watertight doors, bulkheads and shutters,

2. Reinforcement of walls to resist water pressure,

3. Use of paints, membranes, or mortars to reduce seepage of water through walls,

4. Addition of mass or weight to structures to resist flotation,

5. Installation of pumps to lower water levels in structures,

6. Addition or design of pumping facilities for subsurface drainage systems of buildings to relieve external foundation, wall, and basement floor pressures,

7. Construction to resist rupture or collapse caused by water pressure or floating debris, and

8. Installation of cutoff valves on sewer lines or the elimination of gravity flow basement drains.

Sec. 4-1-2-7. -Flood fringe sub-zone standards.

A. *Generally*. The Flood Fringe Sub-Zone represents the area that is inundated in the 100-year flood that may serve as a temporary storage area for the flood waters and is the area that lies landward of the floodway.

B. *Special Provisions.*

1. No fill, structure, deposit, or other floodplain uses are permitted in the flood fringe sub-zone that adversely affect the efficiency of any channels or floodways of any tributaries to the main stream or river; drainage ditches; or any other

drainage facilities or systems. Tents and other makeshift structures, enclosures, or other similar shelters used for human habitation are also prohibited in the flood fringe sub-zone.

2. If a property has been issued a LOMR-F and the property has been filled so as to remove it from the floodplain, no building permit shall be issued for a new structure to be constructed that would result in a finished floor elevation, including the basement, below the previously existing base flood elevation.

3. *Residential Construction.* New construction and substantial improvement of any residential structure within or moved into the Regulatory Floodplain shall have the lowest floor (including the basement and any mechanical equipment or attendant utilities) constructed at or above the flood protection elevation of two feet above the base flood elevation. If such new construction or substantial improvement of a residential structure is within Flood Zone AO, then the lowest floor of the residential structure (including the basement and any mechanical equipment or attendant utilities) must be constructed at or above a point two feet above the depth number specified in feet on the DFIRM, and the depth number shall be at least two feet if it is not specified on the DFIRM. For new construction and substantial improvements of residential structures within Zones AH and AO in the Regulatory Floodplain, adequate drainage paths shall be constructed all around the structures on slopes to guide flood waters around and away from the structures. If neither base flood elevation nor depth number is available, the flood protection elevation shall be at least four feet above the highest adjacent grade.

4. *Nonresidential Construction.* New construction and substantial improvements of any commercial, industrial, or other non-residential structure within or moved into the Regulatory Floodplain shall either:

    a. Have the lowest floor (including basement and any mechanical equipment or attendant utilities) constructed at or above the flood protection elevation of one foot above the base flood elevation, or at or above a point one foot above the depth number if within Flood Zone AO, and as specified in feet on the DFIRM (the depth number shall be at least two feet if it is not specified on the maps). If neither base flood elevation nor depth number is available, the flood protection elevation shall be at least three feet above the highest adjacent grade; or

    b. Together with attendant utility and sanitary facilities shall:

i. Be flood-proofed to or above the flood protection elevation, such that the structure is watertight with walls substantially impermeable to the passage of water;

ii. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and

iii. Be certified by a Colorado registered professional engineer that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this paragraph. Such certifications shall be provided to the Floodplain Administrator as set forth in subsection 8-1-1-4.

c. For non residential construction within Zones AH and AO in the Regulatory Floodplain, adequate drainage paths shall be constructed all around structures on slopes to guide flood waters around and away from the structures.

5. *Manufactured Homes*. Manufactured homes shall be anchored in accordance with Section 4-1-2-6(B), Anchoring.

a. All manufactured homes that are placed or substantially improved on a site in Zones A1-30, AH, or AE on the DFIRM shall be elevated on a permanent foundation such that the lowest floor of the manufactured home, together with mechanical equipment and attendant utilities, is constructed at or above a point two feet above the base flood elevation, and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement, if the manufactured home is:

i. Outside of a manufactured home park or subdivision;

ii. In a new manufactured home park or subdivision;

iii. In an expansion to an existing manufactured home park or subdivision; or

iv. In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood.

b. All manufactured homes that are placed or substantially improved on sites in existing manufactured home parks or subdivisions that are not subject to the provisions in subsection (a) above, shall be elevated so that either:

i. The lowest floor of the manufactured home, together with mechanical equipment and attendant utilities, is constructed at or above a point two feet above the base flood elevation; or

ii. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and are securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement of the foundation from hydrostatic and hydrodynamic loads, including buoyancy.

c. Any manufactured home park or manufactured home subdivision within the limits of the Regulatory Floodplain shall file an evacuation plan with the appropriate disaster preparedness authority indicating alternate vehicular access and escape routes.

6. *Recreational Vehicles.*

a. A recreational vehicle ("RV") is a vehicle which is:

i. Built on a single chassis;

ii. 400 square feet or less when measured at the largest horizontal projection;

iii. Designed to be self-propelled or permanently towable by a light duty truck; and

iv. Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.

b. All RVs shall either:

i. Be on the site for fewer than 180 consecutive days;

ii. Be fully licensed and ready for highway use (meaning the RV is on its wheels or jacking system, is attached to the site only by quick

disconnect type utilities, and has no permanently attached additions); or

iii. Meet the permit requirements and elevation and anchoring requirements for a manufactured home for resisting flotation, collapse, and lateral movement from hydrostatic and hydrodynamic loads, including buoyancy.

7. *Critical Facilities.* New construction and substantial improvements of any facility classified as a critical facility within or moved into the Regulatory Floodplain shall have the lowest floor (including basement and any mechanical equipment or attendant utilities) constructed at or above a point two feet above the base flood elevation. New critical facilities shall, when practicable as determined by the Floodplain Administrator, have continuous non-inundated access (ingress and egress for evacuation and emergency services) during a 100-year flood event.

8. *Materials Storage and Processing.* The storage or processing of materials that are buoyant, flammable, explosive, or in times of flooding could be injurious to human, animal, or plant life, shall be at or above a point two feet above the base flood elevation for a particular area, or adequately flood-proofed in accordance with provisions in this Division.

9. *Approvals.* Building plans for all projects or construction, regardless of the type of structure, that will be placed, altered, or constructed within the Flood Fringe Sub-Zone must be submitted to the Floodplain Administrator, for approval, in accordance with Section 8-3-5-6, Floodplain Development Permit, to ensure that said project or construction will not adversely affect the Regulatory Floodplain and is in compliance with the requirements of this code pertaining to the Regulatory Floodplain.

10. *Anchoring.* Any structure permitted in the Flood Fringe Sub-Zone pursuant to this Section shall be firmly anchored to prevent the structure or building from floating away and thus threatening to restrict bridge openings and other restricted sections of the stream or river.

C. *Permitted Uses.* Any uses permitted by the underlying zoning district, in conformance with the provisions in the above subsection (B), may be permitted by the Floodplain Administrator, subject to the following conditions:

1. If the Floodplain Administrator disallows a requested use through a Floodplain Development Permit that is permitted in the underlying zoning district, and that is in conformance with the provisions in the above subsection (B), the Applicant

may follow the procedures outlined in Section 8-3-11-6 Floodplain Variance, or Section 8-2-5, Administrative Appeals.

2. The Floodplain Administrator may also require the Applicant to follow the procedure outlined in Section 8-3-5-6, Floodplain Development Permit for certain uses in the Flood Fringe Sub-Zone, when said action appears to be in the public interest, and where the health, safety, and welfare of the public may be in question.

D. *Watercourse.* In riverine situations, adjacent communities and the state coordinating agency, which is the Colorado Water Conservation Board, should be notified prior to any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA in order to ensure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained. The applicant is responsible for submitting such notification.

Sec. 4-1-2-8. -Floodway sub-zone standards.

A. *Generally.* Floodways are extremely dangerous areas due to the velocity of floodwaters that carry debris, potential projectiles, and have significant erosion potential.

B. *Special Provisions.* The following regulations shall apply to all uses within the Floodway Sub-Zone, notwithstanding that such uses may be specifically permitted under the terms of this LDC:

1. The flood protection elevation or height shall correspond to a point one foot (two feet for residential structures) above the base flood elevation shown on or attached to the flood map for a particular area.

2. No structure or temporary structure, fill, including fill for roads and levees, deposit, obstruction, storage of materials, or other floodplain uses which acting alone or in combination with existing or future floodplain uses, shall be permitted that affects the efficiency of the floodplains based on the assumption that there will be an equal degree of encroachment extending for a significant reach on both sides of the stream. Tents, makeshift structures, enclosures, or other shelters used for human habitation are prohibited in their entirety, regardless of the impact on the efficiency of the floodplain, unless expressly allowed by the City.

3. No floodplain uses shall affect the efficiency of or restrict the capacity of the channel or floodways of any tributaries to the main stream, drainage ditches, or any other drainage facilities or systems.

4. No developments or improvements shall be allowed within the Floodway Sub-Zone that would result in any increase in flood levels during the occurrence of the base flood discharge within the City.

5. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, the City may approve certain development in Zones A1-30, AE, AH, on the City's FIRM which increases the water surface elevation of the base flood by more than one-half foot, provided that the City, or other appointed entity, first applies for a conditional FIRM revision through a CLOMR); fulfills the requirements for such revisions as established under the provisions of Section 65.12; and receives FEMA approval.

C. *Description of Permitted Uses.* The following open uses shall be permitted within the Floodway Sub-Zone to the extent that they are also permitted in a particular area by the underlying zoning district:

1. Agricultural uses such as: general farming, pasture, truck farming, sod farming, and wild crop harvesting;

2. Industrial-Commercial uses such as: parking areas and airport landing strips;

3. Public and private recreation uses not requiring permanent or temporary structures designed for human habitation, such as: parks, golf courses, driving ranges, picnic grounds, wildlife and nature preserves, shooting preserves, target ranges, trap and skeet ranges, hunting, fishing and biking areas;

4. Utility facilities such as: transmission lines, excluding above ground support facilities; underground pipelines; water monitoring devices; roadways and bridges; and

5. Uses very similar in nature to permitted uses may be allowed provided that they are consistent with the provisions of this Section.

D. *Description of Permitted Structures.* Temporary and permanent structures accessory to open uses permitted in Subsection (C), above, shall be permitted subject to submittal of building plans to the Floodplain Administrator for approval in accordance with Section 8-3-5-6, Floodplain Development Permit, which:

1. Will not be designed for human habitation;

2. Will have a low flood damage potential;

3. If permitted, will be constructed and placed on the building site so as to offer the minimum obstruction to the flow waters:

   a. Whenever possible, structures will be constructed with the longitudinal axis parallel to the direction of the flow of flood waters, and

   b. Insofar as feasible, structures will be placed so their longitudinal axis is approximately on the same line as those of adjoining structures; and

4. Will be firmly anchored to prevent the structure or building from floating away, thus threatening to further restrict bridge openings and other restricted sections of the stream or river.

Sec. 4-1-2-9. -Abrogation and greater restrictions.

This Division is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Division or another Division, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 4-1-2-10. -Warning and disclaimer of liability.

The degree of flood protection required by this Division is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can occur and will occur. Flood heights may be increased by manmade or natural causes.

This Division does not imply that land outside the Regulatory Floodplain or uses permitted within such areas will be free from flooding or flood damages. This Division shall not create liability on the part of the City or any official or employee thereof for any flood damages that result from reliance on this Division or any administrative decision lawfully made thereunder.

Sec. 4-1-2-11. -Severability.

This Division and various parts thereof are hereby declared to be severable. Should any section of this Division be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Division as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

DIVISION 4-1-3. STORMWATER AND DRAINAGE CONTROL

Sec. 4-1-3-1. -Purpose.

This Division has been established with the following purposes intended:

1. Promote the public health, safety, and welfare by minimizing flood losses and the inconvenience and damage resulting from uncontrolled and unplanned stormwater runoff in the City;

2. Minimize increases in stormwater runoff as a result of development;

3. Reduce pollutants in stormwater discharges from construction activity;

4. Minimize increases in non-point source pollution cause by stormwater runoff;

5. Reduce flooding, siltation, stream bank erosion, and channel degradation; and

6. Ensure that stormwater management controls are properly maintained.

Sec. 4-1-3-2. -Applicability.

A. This Division shall apply to all construction in the City that disturbs 10,000 square feet or more of land surface. Water quality standards and detention apply to all new development and redevelopment that disturbs one acre or more. Erosion control shall apply to all land and efforts to prevent, mitigate, and control accelerated soil erosion and shall include the design, installation, and implementation of temporary erosion control measures prior to any earth disturbance activities.

Sec. 4-1-3-3. -Storm drainage facilities design.

A. *Storm Drainage Facilities.* Design of storm drainage facilities, including but not limited to best management practices for permanent stormwater quality, shall be based upon the Urban Storm Drainage Criteria Manual of the Urban Drainage and Flood Control District, the City of Arvada Engineering Code of Standards and Specifications, and the City's Municipal Separate Storm Sewer System Permit requirements, as may be amended from time to time.

B. *On-Site Drainage Control.* The best management practices for on-site drainage should be selected and designed to avoid or minimize, to the extent practicable, adverse water quality impacts of stormwater discharged from the development. Unless a regional drainage solution is required, the following shall apply:

   1. *On-Site Drainage Facilities.* Drainage facilities shall be provided on-site to control drainage, storm and surface waters within the development, and all drainage originating off-site traversing or flowing adjacent to the development.

2. *Detention.* Designs shall provide detention facilities on-site to contain all stormwaters generated which are in excess of historic flows. These detention facilities shall be designed so that the peak flow from the property is as nearly equal, as practicable, to that which is deemed historic. Detention shall not be constructed within the 100-year floodplain.

3. *Underground Water Quality and Detention Facilities.* Although surface stormwater quality and detention is encouraged, in some cases underground appurtenances are desired and allowed. Water quality must meet the City's Municipal Separate Storm Sewer System requirements to be approved for installation. Written verification of successful installation shall be submitted to the City Engineer from the manufacturer of the underground appurtenance prior to the first Certificate of Occupancy for the development.

4. *Management Practices.* Permanent stormwater quality control shall be maintained by the property owner consistent with an Operations and Maintenance Manual (O&M Manual) submitted with the final site plan review. If not maintained, the City can access, maintain, and shall receive reimbursement from the property owner for maintenance conducted, or a lien will be placed on the property.

5. *Regional Drainage Solutions.* Regional drainage solutions may be required for the development as determined by the City Engineer.

Sec. 4-1-3-4. -Limitations on site disturbance.

A. *Generally.* A site disturbance permit must be obtained in accordance with Chapter 50 of the City Code.

B. *Exemptions.* This Section does not apply to agriculture and irrigation ditch or reservoir maintenance activities and is limited to only routine maintenance activities that are excluded from being an “applicable construction site” under the City’s Municipal Separate Storm Sewer System (MS4) Permit.

C. *Limitation on Disturbed Area.* Cuts, fills, grading, excavation, vegetation removal, and building construction shall be confined to the footprint of the proposed building, plus a working area of not more than 30 feet around each such footprint, plus any site disturbance necessary for installation and maintenance of utilities, access ways, trails, irrigation ditches, and fences, and for landscaping, agriculture, and similar activities.

D. *Erosion Control Plans and State Permits.*

1. All erosion control plans shall comply with applicable standards adopted by the Urban Drainage and Flood Control District, the City of Arvada Engineering Code

of Standards and Specifications, and City Code Article IV, Section 50-70 through 79 as may be amended from time to time.

2. A Stormwater Management Plan is required in accordance with Chapter 50 of the Arvada City Code. A permit from the Colorado Discharge Permit System-Stormwater may be required from the Colorado Department of Public Health and Environment, Water Quality Control Division, prior to start of construction.

Sec. 4-1-3-5. -Low-impact development practices.

A. *Purpose.* The purpose of this Section is to encourage the incorporation of Low-Impact Development (LID) practices into site designs in order to mitigate the impacts of increased runoff and stormwater pollution from new development, redevelopment, and infill development as close to the source as practicable. LID practices, if designed and constructed correctly, help preserve permeable surfaces, remove pollutants, regenerate groundwater supply, and encourage the use of native plants.

B. *Low-Impact Development Options.* The options below are encouraged to implement LID at the time of site development or redevelopment. The options are not intended to be prescriptive or to inhibit creative design. To implement the LID in order to reduce water quality treatment of stormwater runoff, the City's Municipal Separate Storm Sewer System Permit conditions must be met.

C. Further descriptions and examples of LID options are in the Urban Drainage and Flood Control District, Urban Storm Drainage Criteria Manual, Volume 3 for the following:

1. Bioswales are vegetated swales planted with wet tolerant species of plants or ornamental grasses. They transport, store, and allow infiltration of water, and can be designed as a landscape feature. Bioswales are not grassed, but are planted with a variety of plant species that can withstand occasional water inundation for short periods of time.

2. Grassed swales are designed conveyance devices used to transport water over the surface of the ground to a point of disposal that may be a catch basin, ditch, or water body that will filter, infiltrate, evaporate, and clean water of total suspended solids, solid waste, and other pollutants. Swales are often appropriate along property lines, public streets, and around buildings.

3. Rain gardens are small, shallow depressions planted with a variety of native or ornamental plants that can treat small amounts of runoff to improve water quality.

Rain gardens are generally small collections of water-loving plants planted on a low site area to collect rainfall.

4. Permeable pavers and porous surfaces allow water seepage through the joints and the gravel base beneath the pavers. This allows for the infiltration of rainwater, thereby reducing the runoff leaving a site. When used in conjunction with street tree planting, this allows for air circulation around tree roots and can easily be removed in order to trim tree roots and to regrade a walkable surface. Use of permeable pavers or porous pavement shall not be permitted in locations required for fire and emergency access unless specifically allowed by the City Engineer.

5. Sand filters are depressions, trenches, barriers, or sand lenses constructed of porous matter that improves ground water recharge to filter, clean, and trap waterborne pollutants.

6. Other Options.

    a. Other options include extended detention basins that may be used in open space tracts to treat the runoff from multiple lots, roads, and trails.

    b. Other LID options may be allowed as approved by the City Engineer.

Figure 4-1-3-5 : Low-Impact Development Options

Bioswale

Grass Bioswale

Native Grass Bioswale

Rain Garden

Combined Options

Permeable Pavers

DIVISION 4-1-4. NATURAL HAZARDS AND ENVIRONMENTALLY-SENSITIVE AREAS

Sec. 4-1-4-1. -Purpose.

A. *Generally.* New construction shall comply with the standards of this Division, unless compliance with a particular standard would prevent the construction of any permanent structure for a primary use on the land, or require the construction to violate another requirement of this LDC. Where more than one buildable site exists on a subject property and all buildable sites would violate at least one of the standards of this Division, the construction shall be located so as to comply with as many standards as possible.

B. *Disclaimer.* These standards are considered reasonable for regulatory purposes and do not create liability on the part, or a cause of action against, the City.

Sec. 4-1-4-2. -Limits of development.

A. The Limits of Development ("LOD") shall indicate the specific areas of a subdivision within which the development activity shall be contained in order to avoid areas identified in Section 4-1-4-3, Natural Hazard Areas, and features identified in Section 4-1-4-4, Significant Natural Features. LODs shall be indicated by the Applicant on the plat, and shall be reviewed and approved by the City as part of the development approval process based on:

1. A visual analysis of the location and apparent extent of areas affected by natural hazards and significant natural features;

2. Site topography, including but not limited to such characteristics such as steepness of slopes, existing drainage features, rock outcroppings, river and stream terraces, valley walls, ridgelines, and scenic topographic features;

3. Any recommendations made by any other reviewing agency, including without limitation the U.S. Fish and Wildlife Service or the Colorado Division of Wildlife; and

4. The practical needs of proposed construction activity in terms of ingress and egress to the developed project and necessary staging and operational areas.

Sec. 4-1-4-3. -Natural hazard areas.

A. If the subject property contains potential areas of natural or geologic hazard (such as unstable or potentially unstable slopes, faulting, landslides, or rockfalls) or soil conditions (including without limitation all expansive soils) unfavorable to development, or floodplains, the Applicant shall:

1. Identify, on the plat, the LOD (as defined in Section 4-1-4-2, Limits of Development) and include a plat note that those areas are not available for development; or

2. Provide a report from a geotechnical engineer licensed in Colorado identifying the mitigation measures or engineering precautions necessary to make such areas safe for development and occupancy, and include a plat note stating that development will be subject to those mitigation measures and engineering precautions; or

3. Incorporate into the plat some combination of subsections (1) and (2) above.

Sec. 4-1-4-4. -Significant natural features.

A. *Generally.* If the subject property contains significant natural features (such as corridors, bluffs, ridges, steep slopes, stands of mature trees, rock outcroppings—including without limitation the Ralston Buttes—wetlands, native upland ecosystems, riparian areas, and wildlife corridors identified by the Colorado Division of Wildlife) or water features (such as drainages, washes, canals, ditches, lakes, natural ponds, and retention and detention ponds), the Applicant shall identify on the plat the Limits of Development as illustrated by Section 4-1-4-2, Limits of Development, include a plat note that areas outside the Limits of Development are not available for development, and incorporate measures to mitigate any visual, functional, or environmental impact of nearby development on such features.

B. *Groundwater Recharge.* Any area providing groundwater recharge to bedrock aquifers shall be identified at the time of the development review, and the design of the proposed development shall preserve the total amount and the quality of naturally occurring recharge.

Sec. 4-1-4-5. -Steep slopes and hazardous building conditions.

A. *Generally.* New lots shall not be created on lands containing an average slope of 25 percent, as measured from the points with highest and lowest elevation within 25 feet of any portion of a proposed building, unless such lots designate a building envelope located to avoid such steep slope areas, and the location of the principal building is restricted to the building envelope. Roads and driveways leading to any primary or accessory structure may not be located on slopes in excess of 25 percent.

B. *Unstable Slopes and other Hazards.* No new principal building, and no new accessory structure (except mini-structures), shall be constructed in any location that shows evidence of slope instability, landslides, avalanche, flooding, or other natural or man-made hazards. If the City makes a preliminary determination that such evidence exists, the Applicant shall demonstrate, to the City's satisfaction, that the slope's ground surface and subsurface are not unstable, that the proposed development will not cause instability or increase the potential for slope failure, and that the development of the slope will not increase the degree of hazards.

Sec. 4-1-4-6. -Ridgeline protection.

Residential dwellings on ridgelines identified through the development review process shall be sited and the buildings designed so as to not be prominent above any such ridgeline. A reduction in bulk or massing of the dwelling may be required, including limiting the height to

one story and other suitable methods. Maintaining existing on-lot vegetation to provide a continuous screen or backdrop for the dwelling is also a suitable method.

DIVISION 4-1-5. IRRIGATION CANALS AND DITCHES

Sec. 4-1-5-1. -Protection of irrigation canals and ditches.

Where an irrigation canal or irrigation ditch is adjacent to or traverses a subject property, the City may require the Applicant to install walls, fences, or other methods for protective covering separating the lot or lots therefrom.

Sec. 4-1-5-2. -Agreement required.

A. *Generally.* The City does not adjudicate the relative interests of landowners and owners of irrigation canals and irrigation ditches (i.e., whether such interests are fee-simple or easement interests). As such, where development has the potential to impact an irrigation canal or irrigation ditch (*e.g.,* by installation of an overhead, surface, or subterranean crossing); installation of infrastructure or improvements that may increase seepage (e.g., detention ponds in close proximity to the canal or ditch, or subsurface drainage systems); grading that could result in changes to the amount of stormwater runoff or pollution that reaches the canal or ditch; or improvements that increase the risk of trespass onto canal or ditch infrastructure or rights-of-way, including service roads), the Applicant shall provide to the City a fully executed agreement between the Applicant and the owner of the canal or ditch that is satisfactory to the City and addresses the impacts of the development on the canal or ditch.

B. *Street or Water and Sewer Utility Crossings.* Any agreement related to crossing an irrigation canal or ditch for the purpose of providing public street access or accessing or obtaining water or sewer service from the City shall identify the City as an approved assignee and require prior written approval (or right to cure defaults in the event of provisions that allow for termination in the event of default) by the City for any modification or termination prior to said assignment.

Sec. 4-1-5-3. -Irrigation ditch or canal crossings.

Technical design of irrigation ditch or canal crossings shall be approved by the City and unless the City or another entity is exercising its power of eminent domain to acquire the property interests necessary to install the crossing, the affected owner of the irrigation canal or irrigation ditch, prior to commencement of construction of the crossing.

DIVISION 4-1-6. CONSTRUCTION ACTIVITIES

Sec. 4-1-6-1. -Restrictions on construction activities.

A. *Generally.* The standards of this Section shall apply to all construction sites. The City Engineer may modify the requirements of Subsection B(1), E(3), E(4), F, and G, if the City Engineer finds that such modifications are necessary to provide for efficient, expeditious, and safe construction.

B. *Temporary Facilities.*

1. Temporary structures, portable offices, and other comparable buildings and structures shall be maintained in good repair and arranged in a compact and organized manner on the construction site, in a location that minimizes their visual impacts when viewed from the public street or adjacent properties.

2. The timing of installation and removal of such facilities is subject to Section 3-1-4-3, Contractor Offices and Temporary Construction Uses.

C. *Tracking Control.*

1. Mud, dirt, or other debris deposited on the public or common roadway at construction access points shall be removed daily to avoid compaction and damage to the roadway and to minimize drainage system impacts.

2. Cleaning of any construction equipment or tools on public streets, rights of way, or other vacant land is strictly prohibited.

D. *Debris Control.*

1. Construction debris shall be immediately placed into containers and screened to the extent possible during construction. Trash containers shall be emptied when full and on a regular basis, but not less than weekly.

2. Dumping, burial of construction debris, debris pits, and burning of debris at any location is prohibited.

3. After construction is completed, temporary barriers, surplus materials and all trash, debris and rubbish shall be promptly removed from the site.

4. All backfill shall be cleared of building material, stone and rubbish prior to placement.

E. *Erosion, Siltation, and Dust Control.*

1. Precautions for controlling water and wind erosion and sedimentation are required during construction and shall be conducted as an integral part of the construction operation.

2. Dust from topsoil and fill material that is stockpiled on site, as well as any areas disturbed by construction operations, shall be strictly controlled. All disturbed areas shall be stabilized.

3. The City may require temporary diversion ditches, dikes, silt fences, filter boxes, tackifiers, and comparable facilities, in order to protect the site from erosion prior to completion of construction and establishment of permanent landscaping.

4. Permanent surface and subsurface drainage systems shall not be used during construction unless entering water has been treated to remove suspended soil particles and other debris. To accomplish this, silting basins shall be installed at all locations necessary to intercept water before it enters catch basins and outfall locations. Silting basins shall be cleaned after each substantial rainstorm.

F. *Parking.* No construction equipment shall be parked on the streets.

G. *Materials Storage.* If equipment and materials are stored at the construction site, storage areas shall be unobtrusive when viewed from public streets and adjacent properties.

Sec. 4-1-6-2. -Restoration of disturbed areas.

Disturbed areas shall be restored in accordance with City of Arvada Engineering Code of Standards and Specifications as may be amended from time to time."

Section 3. Section 4-2-1-3, "Protection of existing vegetation, wildlife areas and natural features," of Division 4-2-1, "Subdivision Standards" of Article 4-1, "Environmental Quality" of Chapter 4, "Environmental and Site Design" of the Arvada Land Development Code is hereby amended to read as follows:

"Sec. 4-2-1-3. -Protection of existing vegetation, wildlife areas and natural features.

A. *General Requirements.*

1. The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within all proposed subdivisions shall be designed in a manner that minimizes land disturbance and preserves existing trees, vegetation, watercourses, wildlife areas, and other natural features that would add value to the proposed development. The development standards set forth in Division 4-6-2, Tree Removal and Replacement, shall be considered in the layout of the subdivision in order to avoid creating lots or patterns of lots that will make compliance with such standards difficult or infeasible.

2. Existing Trees On-Site. The determination of which existing site trees are to be saved, replaced, or relocated shall be made by the City, pursuant to Division 4-6-2, Tree Preservation and Replacement. No trees shall be removed from any subdivision or any change of grade of the land effected until approval of the plat has been granted. All trees on the platted area required to be retained shall be preserved, and all trees where required shall be welled and protected against change of grade.

B. *Geologic Hazard Areas and Protection of Natural Lands.*

1. *General Requirements.*

a. All subdivisions shall comply with the standards in Division 4-1-4, Natural Hazards and Environmentally-Sensitive Areas.

b. All subdivision plats shall be laid out with due regard to geologic hazards, including but not limited to existing soils, conditions, and slope stability. All subdivisions shall evidence design and use compatibility with existing soils, particularly in regard to topography, drainage, bearing capacity, and erosion potential. All subdivision design shall ensure adequate protection from potentially hazardous or undesirable soils or geological conditions on the development site.

c. No subdivision shall be approved where the design or related facilities clearly constitute the creation of a hazardous circumstance or lack of provision for the public safety.

2. *Hazard Areas within Platted Lots.*

a. To the maximum extent feasible, lands that contain steep slopes (an average of 30 percent slope or greater as measured from the points with highest and lowest elevation within 25 feet of any portion of the proposed structure) or that show evidence of slope instability, landslides, avalanches, or other natural or man-made hazards shall not be included in platted lots, or alternately, shall not be included within the plats and/or an individual lot's identified Limits of Development. See Section 4-1-4-2, Limits of Development.

b. Alternately, platted lots may contain such hazard areas only if an acceptable mitigation and remedial plan, prepared by a Colorado-licensed geotechnical engineer, is approved by the City Engineer. Such mitigation plans shall be judged by generally accepted principles of engineering adapted to the particular circumstances of the subdivision site. If

approved, the plat shall include a plat note that all development in the subdivision shall be carried out in conformity with such mitigation and remedial plans.

3. *Floodplain.*

a. All subdivisions containing lands within the 100-year floodplain, as shown on the most current FIRM and FIS, shall comply with Division 4-1-2, Floodplain Regulations."

Section 4. Section 8-1-1-4, "Floodplain administrator" of Division 8-1-1, "City Staff and Referral Agencies" of Article 8-1, "Development Review Bodies" of Chapter 8, "Development Review Process" of the Arvada Land Development Code is hereby repealed and reenacted to read as follows:

"Sec. 8-1-1-4. -Floodplain administrator.

A. *Generally.* The City Engineer, or their designated representative, shall be the Floodplain Administrator and shall administer the floodplain regulation set forth in Division 4-1-2, Floodplain Regulations.

B. *Duties and Responsibilities.* The Floodplain Administrator's powers and duties under this LDC are set out in this Subsection.

1. *Floodplain Development Permits*. The Floodplain Administrator shall review Floodplain Development Permit applications to determine if the applicable permit requirements of Division 4-1-2, Floodplain Regulations, have been satisfied and take final action to approve, approve with conditions, or deny such applications. In so doing, the Floodplain Administrator shall ensure that all other necessary permits have been obtained from those governmental agencies from which prior approval is required by federal or state law and make a determination that the proposed building site, including placement of mobile homes, will be reasonably safe from flooding.

2. *Mapping and Boundary Interpretations*. The Floodplain Administrator shall make interpretations regarding the FIRM boundaries of the Flood Regulatory Floodplain, Floodway, and Flood Fringe Sub-Zones and regarding final floodplain boundaries in accordance with Section 4-1-2-5(B).

3. *Reports to Hearing Officer on Appeals and Variances*. The Floodplain Administrator shall prepare reports to assist the Floodplain Hearing Officer in his

or her consideration of Administrative Reviews (appeals) and Floodplain Variances.

4. *Other Matters*. The Floodplain Administrator shall have the following other duties and responsibilities:

a. Obtain and Maintain Floodplain Information:

i. Obtain and record the actual elevation (in relation to mean sea level) of all new or substantially improved structures within the Regulatory Floodplain, whether or not the structure contains a basement.

ii. For all new or substantially improved flood-proofed structures:

(1) Verify and record the actual elevations (in relation to mean sea level) to which the structure has been flood-proofed.

(2) Maintain the flood-proofing certification required in Section 4-1-2-6, Regulatory Floodplain - General Standards.

iii. Maintain for public inspection all records pertaining to the provisions of the floodplain regulations, including appeals and variances.

(1) Report variances to FEMA upon request.

b. For Any Alteration of Watercourses:

i. Notify the Colorado Water Conservation Board, Urban Drainage and Flood Control District ("UDFCD"), U.S. Army Corps of Engineers ("USACE"), and adjacent communities prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the FEMA.

ii. Require that maintenance is provided within the altered or relocated portion of said watercourse so that flood-carrying capacity is not diminished.

iii. Ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.

iv. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, the City may approve certain development in zones A1-30, AE, AH, on the City's FIRM which increases the water surface elevation of the base flood by more than one-half foot, provided that the Applicant first applies for a conditional FIRM revision through FEMA (CLOMR); fulfills the requirements for such revisions as established under the provisions of Section 65.12; and receives FEMA approval."

Section 5. Division 8-1-1, "City Staff and Referral Agencies" of Article 8-1, "Development Review Bodies" of the Arvada Land Development Code is hereby amended to add section 8-1-1-7, City Engineer, which shall read as follows:

"Sec. 8-1-1-7. -City Engineer.

A. *Generally.* The City Engineer is a member of City Staff who is principally responsible for overseeing, directing, and controlling all engineering operations of the city. In addition to any duties and responsibilities established in this Code or the Arvada City Code, or assigned by the City Manager, the City Engineer shall have the duties and responsibilities set out in this Section.

B. *Duties and Responsibilities.* The City Engineer or their designee shall create, modify, and enforce the Engineering Code of Standards and Specifications and other similar guidelines and standards adopted by the city. The City Engineer or their designee also has the authority to grant variances or exceptions to such guidelines and standards where the City Engineer or their designee determines it is appropriate to do so."

Section 6. Section 8-3-4-4, "Amendments to the Official Floodplain Map" of Division 8-3-4, "Zoning and Rezoning" of Article 8-3, "Specific Review Provisions" of Chapter 8, "Development Review Process" of the Arvada Land Development Code is hereby repealed and reenacted to read as follows:

"**Sec. 8-3-4-4. Reserved.**"

Section 7. Section 11-2-2, "Table of Acronyms" of Division 11-2-2, "Acronyms" of Article 11-2, "Acronyms" of Chapter 11, "Measurements, Rules of Construction, and Definitions" of the Arvada Land Development Code is hereby amended to add the acronym stated herein. Any listed acronyms in Section 11-2-2 not listed herein, remain unchanged.

DFIRM	Digital Flood Insurance Rate Map

Section 8. Section 11-3-3-1, "Definitions" of Division 11-3-3, "Definitions" of Article 11-3, "Definitions" of Chapter 11, "Measurements, Rules of Construction, and Definitions" of the Arvada Land Development Code is hereby amended or added to read as follows, all defined words specifically stated herein. Any defined words in Section 11-3-3-1 not listed herein, remain unchanged.

"Sec. 11-3-3-1. -Definitions.

Addition. Any activity that expands the enclosed footprint or increases the square footage of an existing structure.

Digital Flood Insurance Rate Map (DFIRM). The FEMA digital floodplain map. These digital maps serve as "regulatory floodplain maps" for insurance and floodplain management purposes.

FEMA. The Federal Emergency Management Agency, the agency responsible for administering the National Flood Insurance Program and emergency management.

Flood Hazard Area Delineation (FHAD). A study produced by the Urban Drainage and Flood Control District d/b/a the Mile High Flood District to identify and update flood risk potential and floodplain boundaries due to both natural and development related changes that occur over time. Such study may or may not be submitted to FEMA for a Physical Map Revision.

Flood Fringe Sub-Zone. The area that is inundated in the 100-year flood that may serve as a temporary storage area for the flood waters and is the area that lies landward of the floodway.

Floodway Sub-Zone or *floodway.* The channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The Colorado statewide standard for the designated height to be used for all newly studied reaches shall be one-half foot (six inches). All letters of map revision to existing floodway delineations will use the one-half foot designated height floodway criteria and tie back into existing floodway delineations with transitions of not more than 2000 feet.

Letter of Map Amendment. FEMA's amendment, by letter, to an effective FIRM stating that an existing structure or parcel of land–that is on naturally high ground and has not been elevated by fill–would not be inundated by the base flood.

Physical Map Revisions (PMR). FEMA's action whereby one or more map panels are physically revised and republished. A PMR is used to change flood risk zones, floodplain and/or floodway delineations, flood elevations, and/or planimetric features.

Regulatory Floodplain. The Special Flood Hazard Areas identified on the Flood Insurance Studies, Flood Insurance Rate Maps, and Flood Hazard Area Delineations as designated by FEMA and/or the Colorado Water Conservation Board and adopted by the city.

Residential structure. Any structure which is designed for human habitation.

Special flood hazard areas or flood hazard areas (SFHA). The land in the floodplain within the City subject to a one percent or greater change of flooding in any given year, i.e., the 100-year floodplain.

Substantial improvement. Any reconstruction, rehabilitation, addition, or other improvement of a structure taking place during a consecutive five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. The value of the structure shall be determined by the local jurisdiction having land use authority in the area of interest. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the code enforcement official and which are the minimum necessary improvements; or

2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure.""

Section 9. Severability. Should any provision of this ordinance be declared by a court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared unconstitutional or invalid. The city council declares it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 10. This ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 8th day of January, 2024.

PASSED, ADOPTED AND APPROVED this _____ day of_____2024.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

BY: _____

Publication Dates: January 11, 2024

_____

~~REDLINE/STRIKEOVER VERSION~~

FOR INFORMATION ONLY -- NOT PART OF THE ORDINANCE

Underlined indicates new material
~~Strikethrough~~ indicates deleted material

Sec. 2-1-2-5. ~~Official floodplain maps.~~ Reserved."

¶

~~A. *Official Floodplain Maps Adopted.* The location and boundaries of the Regulatory Floodplain designated in Division 4-1-2 Floodplain Regulations of this Code are hereby established as shown on the map prepared by Public Works entitled "Official Floodplain Map," and hereafter referred to as the Official Floodplain Maps, as may be amended. The boundaries of the Regulatory Floodplain, Flood Fringe Sub-Zone, and Floodway Sub-Zone are based upon technical data in scientific and engineering reports produced by the Federal Emergency Management Agency (FEMA) entitled, "Flood Insurance Study, Jefferson County, Colorado and Incorporated Areas," and the accompanying Flood Insurance Rate Maps dated January 15, 2021, and "Flood Insurance Study, Adams County, Colorado and Incorporated Areas" and the accompanying Flood Insurance Rate Maps dated September 28, 2018. This information is incorporated on the Official~~

~~Floodplain Map of the City of Arvada, which is hereby adopted into this Code. Said map and studies, together with everything shown thereon and all amendments thereto, shall be as much a part of this Section as if fully set forth and described herein. Each change in the Official Floodplain Map shall be subject to the amendment procedure as required in Section 8-3-4 of this Code.~~ ¶

¶

~~B. *Adopted by reference.* The Official Floodplain Map, together with all explanatory notations and matter thereon, is hereby adopted by reference and declared to be a part of this Code.~~¶

¶

~~C. *Status of Official Floodplain Map.* The Official Floodplain Map that is on file at the City shall be the final authority as to the zoning status of all floodplain areas in the City."~~

"**ARTICLE 4-1. ENVIRONMENTAL QUALITY**

DIVISION 4-1-1. PURPOSE AND APPLICATION OF ARTICLE

Sec. 4-1-1-1. -Purpose of article.

The purpose of this Article is to promote and maintain environmental quality and livability in the City, and to mitigate natural hazards to life, safety, and property using standards that regulate the location and design of development.

Sec. 4-1-1-2. -Application of article.

A. *Generally.* The Divisions within this Article are applied as follows:

1. Division 4-1-2, Floodplain Regulations, establishes standards for development within the Regulatory Floodplain ~~Overlay District~~, in order to reduce and mitigate flood hazards.

2. Division 4-1-3, Stormwater and Drainage Control, establishes design principles for grading and drainage system design.

3. Division 4-1-4, Natural Hazards and Environmentally-Sensitive Areas, establishes standards for avoiding or mitigating natural hazard areas and for protecting environmentally-sensitive areas from the impacts of development.

4. Division 4-1-5, Irrigation Canals and Ditches, establishes standards for development near irrigation canals and irrigation ditches.

B. *Relationship to Other Standards of this Code.* The standards of this Article, particularly Division 4-1-2, Floodplain Regulations, and Division 4-1-5, Irrigation Canals and Ditches, may restrict development on certain locations of a subject property. When the application of these standards would result in exceptional hardship to the Applicant upon a determination that the variance is the minimum necessary, a variance may be permissible to allow development on other parts of the subject property pursuant to Section 8-3-11-2, Variances.

DIVISION 4-1-2. FLOODPLAIN REGULATIONS

Sec. 4-1-2-1. -Statutory authorization.

The Legislature of the State of Colorado has, in C.R.S. Title 29, Article 20, delegated the responsibility of local government units to adopt regulations designated to ~~minimized~~minimize flood losses. Therefore, the City Council of Arvada, Colorado, does hereby adopt the following floodplain management regulations.

Sec. 4-1-2-2. -Findings of fact.

A. Flood hazard areas of the City are subject to periodic inundation, which can result in loss of life and property, health and safety hazards, disruption of commerce and government services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the health, safety, and general welfare of the public.

B. These flood losses are created by the cumulative effect of obstruction in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed, or otherwise protected from flood damage.

Sec. 4-1-2-3. -Purpose and definitions.

A. This Division is intended to provide the means and the regulations to promote the ~~public~~ health, safety, and general welfare of the public, and to minimize public and private losses due to flood conditions in specific areas subject to flood hazards, and to promote wise use of the floodplain. This Division has been established with the following purposes intended:

1. To reduce the hazards of flood to human life, health, and property;

2. To alert floodplain occupants, or potential occupants, to flood damages which may result from their own, or others' land use;

3. To minimize damage to critical facilities, infrastructure, and other public facilities and utilities such as water, sewer, and gas mains; electrical and communications facilities; and streets and bridges located in the regulatory floodplain;

4. To minimize prolonged business interruptions caused by flooding;

5. To minimize the expenditure of public money for costly flood control projects;

6. To minimize the need for rescue and relief efforts associated with flooding, which are generally undertaken at the expense of the public;

7. To help maintain stable tax base by providing for the sound use and development of the regulatory floodplain, so as to minimize future flood blight areas;

8. To ensure potential buyers are notified if properties are in a regulatory floodplain; and

9. To encourage and facilitate urban water resources management techniques for the reduction of pollution and the enhancement of the urban environment.

B. Terms used in this Division 4-1-2 shall have the meanings set forth in section 11-3-3-1 of this Code if specifically defined.

Sec. 4-1-2-4. -Methods of reducing flood losses.

A. In order to accomplish its purposes, this Division includes methods and provisions for:

1. Requiring all construction of permitted buildings to be in compliance with the City of Arvada Building Code;

2. Restricting or prohibiting land uses that are ~~1~~a) dangerous to public life, health, safety, and property in times of flooding, or ~~2~~b) result in damaging increases in erosion, flood heights, or velocities;

3. Requiring land uses vulnerable to floods, including facilities that serve such uses, be protected against floods at the time of initial construction or substantial improvements;

4. Regulating the manner in which a structure or building may be constructed in Special Flood Hazard areas;

5. Regulating the method of construction of water supply and sanitation systems so as to reduce disease, contamination, and unsanitary conditions;

6. Delineating and describing areas that could be inundated by floods;

7. Regulating the method of construction and pattern of development within all uses in the regulatory floodplain;

8. Regulating the alteration of natural floodplains, stream channels, and natural protective barriers, that help accommodate or channel flood waters;

9. Regulating or prohibiting filling, grading, development, dredging, and unnecessary encroachments that may increase flood damage;

10. Encouraging uses such as greenbelt, open space, agricultural, recreation facilities, and riding trails in floodplain areas; ~~and~~

11. Preventing or regulating the construction of flood barriers that will unnaturally divert flood waters or that may increase flood hazards in other areas~~.~~; and

12. Prohibiting makeshift structures, enclosures, or other shelters used for human habitation in floodplain areas, except in locations expressly permitted by the City and having adequate sanitation facilities and approved flood evacuation plans.

Sec. 4-1-2-5. -Adoption of official DFIRMs and related FISs and basis for establishing the Regulatory Floodplain.

A. *Official FIS and accompanying FIS adopted; revisions.*

1. *Adoption.* The City hereby adopts the following flood insurance studies and their accompanying flood insurance rate maps provided to the City by FEMA and any revisions thereto as the applicable FISs and FIRMs for the City:

   a. The Flood Insurance Study, Jefferson County, Colorado and Incorporated Areas and its accompanying FIRM and DFIRM dated January 15, 2021, and

   b. The Flood Insurance Study, Adams County, Colorado and Incorporated Areas and its accompanying FIRM and DFIRM dated September 28, 2018.

2. *Revisions through LOMR or PMR.* Any revisions issued by FEMA to the maps and studies adopted in section 4-1-2-5(A) through a LOMR or PMR, together with all explanatory notations and matter thereon, are automatically adopted by the City upon the effective date of the LOMR or PMR without amendment to this Code and declared to be a part of this Code.

3. *Amendments.* In the event FEMA provides the City with new, updated FISs or FIRMs, this section must be amended to adopt the most current FIRM and its accompanying FIS. The Floodplain Administrator shall keep a copy of the FIS, DFIRMs and FIRMs adopted by this Code on file and available for public inspection.

B. *Basis for establishing* ~~**areas of**~~ *the Regulatory Floodplain*.

1. *Regulatory Floodplain.* The Regulatory Floodplain consists of all the special flood hazard~~:~~ areas (SFHAs) within the City as designated as such by the official FIS adopted in subsection A of this 4-1-2-5. This Regulatory Floodplain is the minimum area within the City subject to the applicability of this Code and may be supplemented by studies designated and approved by the City.

~~Special Flood Hazard Areas (SFHAs) shall be known as the Regulatory Floodplain and may be referred to as the floodplain.¶~~

2. *Boundaries.* The boundaries of the ~~SFHAs and the floodway~~Regulatory Floodplain, the Flood Fringe Sub-Zone, the Floodway Sub-Zone within City land, shall be determined from ~~information on the Official Floodplain Map and the Flood Insurance Study that are kept on file in Public Works.~~the current effective FEMA DFIRMs and related FISs adopted by the City pursuant to subsection A of this section 4-1-2-5. The boundary lines on the map shall be determined by ~~the use of~~using the scale appearing on the map. For the purpose of final determination of the ~~SFHA~~Regulatory Floodplain boundaries, the base flood elevations on the 100-year flood profile shall control. The base flood elevations shall be shown on the flood profiles and tabulations in the ~~Flood Insurance Study (FIS) as revised, and on the Official Floodplain Map.~~adopted FISs and DFIRMs, as may be amended by FEMA through a LOMR or PMR.

3. *Conflict*. Where there is a conflict between the boundary lines illustrated on the map and actual field conditions, the dispute shall be settled according to Section 8-3-11-7~~6-C~~, Official Interpretations~~, (Subsection C).~~.

4. *Lack of information.*

(a) If the boundaries of an area are unclear based on the currently adopted FIRMs and FISs, and no other information is available by which to determine the boundaries of an area (i.e., site specific studies as provided by the property owner), the boundaries shall be determined by scaling distances on the maps provided in the FIS. Where interpretation is needed as to the exact location of the

boundaries, the Floodplain Administrator shall make the necessary interpretation utilizing information deemed relevant by the Floodplain Administrator. In all cases, the base flood elevation as provided in the FIS shall be the governing factor in locating the boundary on any property.

~~.~~(b) When base flood elevation data has not been provided in accordance with these regulations, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation data and floodway data available from a federal, state, or other sources, in order to administer the applicable provisions of Division 4-1-2, Floodplain Regulations.

(c) For waterways with base flood elevations for which a regulatory floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1-30 and AE on the FIRM adopted pursuant to section 4-1-2-5, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one-half foot at any point within the community.

5. *District Types*. ~~An SFHAs~~A SFHA is not a separate Zoning District, but is an overlay over an existing Zoning ~~Districts~~District. The ~~SFHA~~Regulatory Floodplain is subdivided into the Flood Fringe Sub-Zone (defined in section 4-1-2-7) and the Floodway Sub-Zone~~:~~ (defined in section 4-1-2-8). In addition to meeting the conditions of the underlying Zoning District, any property to be developed in the ~~SHFA~~Regulatory Floodplain must meet the conditions of the applicable Floodway Sub-Zone and Flood Fringe Sub-Zone. For those areas where base flood elevation has not been determined, including Flood Zone A within the Flood Fringe Sub-Zone, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation data from federal, state, or other source as criteria for determining final floodplain areas boundaries and administering rules, regulations and requirements within the ~~floodplain~~Regulatory Floodplain.

~~b. The boundaries of the SFHAs and the floodway shall be determined from information presented in the Flood Insurance Study (FIS). In the absence of other information (i.e., site specific studies as provided by the property owner), boundaries shall be~~

~~determined by scaling distances on the maps provided in the FIS. Where interpretation is needed as to the exact location of the boundaries, the Floodplain Administrator shall make the necessary interpretation. In all cases, the base flood elevation as provided in the FIS shall be the governing factor in locating the boundary on any property.¶~~

~~2. *Other Areas.* Other areas are subject to inundation by the base flood are delineated in floodplain maps that have been adopted for regulatory use by the City in accordance with Section 2-1-2-5.¶~~

~~3~~6. *Other Areas.* Areas outside of the Regulatory Floodplain but within the City and susceptible to being inundated as the result of a flood, including FHAD studies produced through the Urban Drainage and Flood Control District and designated by the Colorado Water Conservation Board as an area of land over which flood water would flow from the spillway of a reservoir, shall be referred to as floodplain areas generally. Floodplain areas are still subject to the requirements of this Code.

7. *Areas Removed from the ~~SFHA~~Regulatory Floodplain by Fill~~.~~ ~~These areas are identified by FEMA by issuance of a Letter of Map Revision based on Fill (LOMR-F).~~ or Amendment.* For purposes of this Article, ~~this includes~~areas removed from the Regulatory Floodplain include all existing and proposed LOMR-F and LOMA areas, if the LOMR-F or LOMA area has not previously been superseded by a standard LOMR.

Sec. 4-1-2-6. -Regulatory floodplain – General standards.

A. *Generally.* ~~In~~ The general standards of this Section apply to all areas within the ~~100-year~~Regulatory Floodplain and all floodplain areas as ~~designated~~defined in ~~the Official Floodplain Map which includes the Floodway Sub-Zone and the Flood Fringe Sub-Zone, the general standards of this Section shall apply.~~Section 4-1-2-5(6).

B. *Anchoring.*

1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure, and capable of resisting the hydrostatic and hydrodynamic loads.

2. All manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement and must be capable of resisting the hydrostatic and hydrodynamic loads. Methods of anchoring may include, but are not limited

to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable ~~State~~state and local anchoring requirements for resisting wind forces. Specific requirements may be:

a. Over-the-top ties ~~be~~ provided at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations, with manufactured homes less than 50 feet long requiring only one additional tie per side; and

b. Frame ties ~~be~~ provided at each corner of the home with five additional ties per side at intermediate points, with manufactured homes less than 50 feet long requiring four additional ties per side; and

c. All components of the anchoring system must be capable of carrying a force of 4,800 pounds; and

d. Any additions to the manufactured home be similarly anchored.

C. *Construction Materials and Methods.*

1. All new construction and substantial improvements shall be constructed with utility equipment resistant to flood damage and using materials and methods that minimize flood damage.

2. All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

3. New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered Colorado Professional Engineer or architect, or meet or exceed the following minimum criteria:

a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

b. The bottom of all openings shall be no higher than one foot above lowest adjacent grade (LAG).

c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

D. *Utilities.*

1. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system~~;~~.

2. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters~~; and~~.

3. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

E. *Fences.*

1. Fences may be permitted in the ~~SFHA~~Regulatory Floodplain depending on the type and use of the fence~~. In some cases, fencing is not permitted in~~ at the ~~SFHA.~~discretion of the Floodplain Administrator. Any proposed fence in the ~~SFHAs~~Regulatory Floodplain shall require review by the Floodplain Administrator and issuance of a Floodplain Development Permit, in addition to other required permit(s). ~~Table 4-1-2-4 is provided for assistance with understanding and selecting appropriate fencing in a floodplain.~~ In determining whether to permit fencing in the Regulatory Floodplain, the Floodplain Administrator must consider the following factors:

Table 4-1-2-6: Fence Use Allowed by SFHA Sub-Zone

FENCE TYPE	FLOOD FRINGE Zones A, AE, and AO	FLOODWAY Zone AE	SHALLOW FLOODING Zone X
Open barbed or barbless wire[1]	Yes	Yes, unless the proposed is to contain livestock within a corral	Yes
Open pipe or rail fencing (i.e. corrals)[2]	Yes	Yes, with limited cross fencing[4]; not allowed in main channel	Yes
Other wire, pipe, or rail fencing (i.e. field fence, welded wire, chicken wire)[3]	Yes, if elevated to or above the flood height	Case by case review	Yes, if elevated to or above the flood height
Chain link	Case by case review	No	Yes
Picket fencing (50% opaque[5])	Case by case review	No	Yes
Alternating board / shadow box (80% opaque)	Case by case review	No	Yes
Solid board fencing or masonry walls	Case by case review – design required	No	Yes, if elevated to or above flood height or adequate openings are provided[4]
Collapsible or breakaway fencing	Case by case review-design required		

TABLE NOTES:
[1] Barbed or barbless wire is considered open if there is no more than one (1) horizontal strand per foot of height and no more than one (1) vertical wire or post every six (6) feet.
[2] Open pipe or rail fencing shall be 90% open and have posts placed no closer than eight (8) feet part.
[3] Other wire, pipe, or rail fencing that is not considered "open" shall include minimum spacing of not less than six-inch by six-inch (6"x6") square openings.
[4] Determination of cross-fencing requirement and/or adequate opening size and number shall be made by the Floodplain Administrator. Adequate openings shall allow the free-flow of floodwaters without increasing the depth of water at all.
[5] Opacity is the degree to which light or views are blocked. With reference to fencing, it is measured perpendicular to the fence for each fence section between supports.

a. The proposed location of the fence and the designation of the location (i.e. whether the location is within the Flood Fringe Sub-Zone, Floodway Sub-Zone, Shallow Flooding Zone, etc…),

b. The materials used for the fence (i.e. wire, rails, chain link, pickets, masonry etc…),

c. Dimension and length of the fence, and

d. Whether the fence is being replaced in kind.

F. *Subdivision Proposals.*

1. All subdivision proposals and other new development, including manufactured home parks or subdivisions, shall be reviewed by the appropriate City officials to determine whether the proposed development will be reasonably safe from flooding. Any such proposals in the ~~SHFA~~Regulatory Floodplain shall be reviewed to ~~assure~~ensure that:

   a. The proposal is consistent with the need to minimize flood damage;

   b. The proposal has public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;

   c. The proposal has adequate drainage provided to reduce exposure to flood damage; and

   d. Base flood elevation data is provided. All subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is lesser, shall include within such proposals base flood elevation data.

G. *Flood-Proofing.* All-flood proofing measures mandated in this Section shall be subject to the requirements of this ~~Code~~code regarding ~~Establishment~~the establishment of ~~Floodplain Development Permit~~floodplain development permits, and regarding ~~Nonresidential Structures:~~nonresidential structures. A ~~Professional Engineer~~professional engineer registered in the State of Colorado shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this Section and the design is consistent with the flood protection elevations for the particular area as shown by the flood profile, flood velocities, and other factors associated with the flood protection elevation. Such certifications shall be provided to the Floodplain Administrator as set forth in subsection 8-1-1-~~4a Obtain and Maintain~~4, Floodplain ~~Information~~administrator. In addition to the flood-proofing measures described elsewhere in this Section, others may include:

1. Installation of watertight doors, bulkheads and shutters~~.~~,

2. Reinforcement of walls to resist water pressure~~.~~,

3. Use of paints, membranes, or mortars to reduce seepage of water through walls~~.~~,

4. Addition of mass or weight to structures to resist flotation~~.~~,

5. Installation of pumps to lower water levels in structures~~.~~,

6. ~~Pumping~~ Addition or design of pumping facilities for subsurface drainage systems of ~~building~~buildings to relieve external foundation, wall, and basement floor pressures~~.~~,

7. Construction to resist rupture or collapse caused by water pressure or floating debris~~.~~, and

8. ~~Cutoff~~ Installation of cutoff valves on sewer lines or the elimination of gravity flow basement drains.~~¶~~

~~H. *Construction on Filled Floodplains.* No permit shall be issued for the construction of a new building on a property that has been removed from the floodplain by the issuance of a FEMA Letter of Map Revision Based on Fill ("LOMR-F") with a floor elevation placed below the base flood elevation (including one foot of freeboard) that existed prior to the placement of fill.~~

Sec. 4-1-2-7. -Flood fringe sub-zone standards.

A. *Generally*. The Flood Fringe Sub-Zone represents the area that is inundated in the 100-year flood that may serve as a temporary storage area for the flood waters and is the area that lies landward of the floodway.

B. *Special Provisions.*

1. ~~Generally.~~ No fill, structure, deposit, or other floodplain uses ~~shall be~~are permitted in the flood fringe sub-zone that adversely ~~affects~~affect the efficiency of any channels or floodways of any tributaries to the main stream or river; drainage ditches; or any other drainage facilities or systems. Tents and other makeshift structures, enclosures, or other similar shelters used for human habitation are also prohibited in the flood fringe sub-zone.

2. ~~All Construction.~~ If a property has been issued a ~~Letter of Map Revision based on Fill (~~LOMR-F~~) from FEMA~~ and the property has been filled so as to remove it from the floodplain, no building permit shall be issued for a new structure to be constructed that would result in a finished floor elevation, including the basement, below the previously existing base flood elevation.

3. *Residential Construction.*~~¶~~

~~a. A residential structure shall be any structure which is designed for human habitation.~~ New construction and substantial improvement of any residential structure within or moved into the ~~SFHA~~ Regulatory Floodplain shall have the lowest floor~~,~~ (including the basement and any mechanical equipment or attendant

utilities) constructed at or above ~~a point~~the flood protection elevation of two feet above the base flood elevation~~, or, if~~. If such new construction or substantial improvement of a residential structure is within Flood Zone AO, then the lowest floor of the residential structure (including the basement and any mechanical equipment or attendant utilities) must be constructed at or above a point two feet above the depth number specified in feet on the ~~Official Floodplain Map,~~DFIRM, and the depth number shall be at least two feet if it is not specified on the ~~map. Within~~DFIRM. For new construction and substantial improvements of residential structures within Zones AH and AO in the ~~SFHA~~Regulatory Floodplain, adequate drainage paths shall be constructed all around the structures on slopes to guide flood waters around and away from ~~proposed~~the structures. If neither base flood elevation nor depth number is available, the flood protection elevation shall be at least four feet above the highest adjacent grade.

4. *Nonresidential Construction.* New construction and substantial improvements of any commercial, industrial, or other non-residential structure within or moved into the ~~SFHA~~Regulatory Floodplain shall either:

   a. Have the lowest floor (including basement and any mechanical equipment or attendant utilities) constructed at or above ~~a point~~the flood protection elevation of one foot above the base flood elevation, or at or above a point one foot above the depth number if within Flood Zone AO, and as specified in feet on the ~~Official Floodplain Maps~~DFIRM (the depth number shall be at least two feet if it is not specified on the maps). If neither base flood elevation nor depth number is available, the flood protection elevation shall be at least three feet above the highest adjacent grade; or

   b. Together with attendant utility and sanitary facilities shall:

      i. Be flood-proofed to or above the ~~Flood Protection Elevation~~flood protection elevation, such that the structure is watertight with walls substantially impermeable to the passage of water;

      ii. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and

      iii. Be certified by a Colorado registered professional engineer that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this paragraph. Such certifications shall be provided to the Floodplain

Administrator as set forth in subsection 8-1-1-4~~-4.a Obtain and Maintain Floodplain Information~~.

c. ~~Within~~For non residential construction within Zones AH and AO in the ~~SHFA~~Regulatory Floodplain, adequate drainage paths shall be constructed all around structures on slopes to guide flood waters around and away from ~~proposed~~the structures.

5. *Manufactured Homes*. Manufactured homes shall be anchored in accordance with ~~Subsection~~Section 4-1-2-6~~.~~(B~~.~~), Anchoring.

a. All manufactured homes that are placed or substantially improved on a site in Zones A1-30, AH, or AE on the ~~FIRM~~DFIRM shall be elevated on a permanent foundation such that the lowest floor of the manufactured home, together with mechanical equipment and attendant utilities, is constructed at or above a point two feet above the base flood elevation, and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement, if the manufactured home is:

i. Outside of a manufactured home park or subdivision;

ii. In a new manufactured home park or subdivision;

iii. In an expansion to an existing manufactured home park or subdivision; or

iv. In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood.

b. All manufactured homes that are placed or substantially improved on sites in existing manufactured home parks or subdivisions that are not subject to the provisions in ~~Subsection~~ subsection (a~~.~~) above, shall be elevated so that either:

i. The lowest floor of the manufactured home, together with mechanical equipment and attendant utilities, is constructed at or above a point two feet above the base flood elevation; or

ii. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and are securely

anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement of the foundation from hydrostatic and hydrodynamic loads, including buoyancy.

c. Any manufactured home park or manufactured home subdivision within the limits of the ~~SFHA~~Regulatory Floodplain shall file an evacuation plan with the appropriate ~~Disaster Preparedness Authority~~disaster preparedness authority indicating alternate vehicular access and escape routes.

6. *Recreational Vehicles.*

a. A recreational vehicle ("RV") is a vehicle which is:

i. Built on a single chassis;

ii. 400 square feet or less when measured at the largest horizontal projection;

iii. Designed to be self-propelled or permanently towable by a light duty truck; and

iv. Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.

b. All ~~recreational vehicles (~~RVs~~)~~ shall either:

i. ~~be~~Be on the site for fewer than 180 consecutive days;

ii. Be fully licensed and ready for highway use (meaning the RV is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions); or

iii. Meet the permit requirements and elevation and anchoring requirements for a manufactured home for resisting flotation, collapse, and lateral movement from hydrostatic and hydrodynamic loads, including buoyancy.

7. *Critical Facilities.* New construction and substantial improvements of any facility classified as a critical facility within or moved into the ~~SFHA Zone~~Regulatory Floodplain shall have the lowest floor (including basement and any mechanical equipment or attendant utilities) constructed at or above a point two feet above the

base flood elevation. New ~~Critical Facilities~~critical facilities shall, when practicable as determined by the Floodplain Administrator, have continuous non-inundated access (ingress and egress for evacuation and emergency services) during a 100-year flood event.

8. *Materials Storage and Processing.* The storage or processing of materials that are buoyant, flammable, explosive, or in times of flooding could be injurious to human, animal, or plant life, shall be at or above a point two feet above the base flood elevation for a particular area, or adequately flood-proofed in accordance with provisions in this Division.

9. *Approvals.* Building plans for ~~any project~~all projects or construction, regardless of the type of structure, that will be placed, altered, or constructed within the Flood Fringe Sub-Zone must be submitted to the Floodplain Administrator, for approval, in accordance with Section 8-3-~~-~~5-6, Floodplain Development Permit, to ~~insure~~ensure that said project or construction will not adversely affect the ~~Flood~~ Regulatory ~~District~~Floodplain and is in compliance with the requirements of this code pertaining to the Regulatory Floodplain.

10. *Anchoring.* Any structure permitted in the Flood Fringe Sub-Zone pursuant to this Section shall be firmly anchored to prevent the structure or building from floating away and thus threatening to restrict bridge openings and other restricted sections of the stream or river.

C. *Permitted Uses.* Any uses permitted by the underlying ~~Zoning District~~zoning district, in conformance with the ~~preceding Special Provisions,~~provisions in the above subsection (B), may be permitted by the Floodplain Administrator, subject to the following conditions:

1. If the Floodplain Administrator disallows a requested use through a Floodplain Development Permit that is permitted in the underlying zoning district, and that is in conformance with the ~~preceding Special Conditions,~~provisions in the above subsection (B), the Applicant may follow the procedures outlined in Section 8-3-11-6~~;~~ Floodplain Variance, or Section 8-2-5, Administrative Appeals.

2. The Floodplain Administrator may also require the Applicant to follow the procedure outlined in Section 8-3-5-6, Floodplain Development Permit~~;~~ for certain uses in the Flood Fringe Sub-Zone, when said action appears to be in the public interest, and where the health, safety, and welfare of the public may be in question.

D. *Watercourse.* In riverine situations, adjacent communities and the ~~State Coordinating Agency~~state coordinating agency, which is the Colorado Water Conservation Board, should be notified prior to any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA~~. Ensure~~ in order to ensure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained. The applicant is responsible for submitting such notification.

Sec. 4-1-2-8. -Floodway sub-zone standards.

~~A. *Generally.* The Floodway Sub-Zone may also be referred to as the "floodway." The floodway delineates the channel of a gulch or other watercourse and the adjacent land that must be reserved in order to discharge the 100-year flood without cumulatively increasing the base flood water surface elevation more than one-half foot at any one point.~~A. *Generally.* Floodways are extremely dangerous areas due to the velocity of floodwaters that carry debris, potential projectiles, and have significant erosion potential.

B. *Special Provisions.* The following regulations shall apply to all uses within the Floodway Sub-Zone, notwithstanding that such uses may be specifically permitted under the terms of this LDC:

1. The flood protection elevation or height shall correspond to a point one foot (two feet for residential structures) above the base flood elevation shown on or attached to the flood map for a particular area.

2. No structure or temporary structure, fill, including fill for roads and levees, deposit, obstruction, storage of materials, or other floodplain uses which acting alone or in combination with existing or future floodplain uses, shall be permitted that affects the efficiency of the floodplains based on the assumption that there will be an equal degree of encroachment extending for a significant reach on both sides of the stream. Tents, makeshift structures, enclosures, or other shelters used for human habitation are prohibited in their entirety, regardless of the impact on the efficiency of the floodplain, unless expressly allowed by the City.

3. No floodplain uses shall affect the efficiency of or restrict the capacity of the channel or floodways of any tributaries to the main stream, drainage ditches, or any other drainage facilities or systems.

4. No developments or improvements shall be allowed within the Floodway Sub-Zone that would result in any increase in flood levels during the occurrence of the base flood discharge within the City.

5. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, the City may approve certain development in Zones A1-30, AE, AH, on the City's FIRM which increases the water surface elevation of the base flood by more than one-half foot, provided that the City, or other appointed entity, first applies for a conditional FIRM revision through ~~FEMA (conditional letter of map revision,~~a CLOMR); fulfills the requirements for such revisions as established under the provisions of Section 65.12; and receives FEMA approval.

C. *Description of Permitted Uses.* The following open uses shall be permitted within the Floodway Sub-Zone to the extent that they are also permitted in a particular area by the underlying ~~Zoning District.~~zoning district:

1. Agricultural uses such as: general farming, pasture, truck farming, sod farming, and wild crop harvesting;

2. Industrial-Commercial uses such as: parking areas and airport landing strips;

3. Public and private recreation uses not requiring permanent or temporary structures designed for human habitation, such as: parks, golf courses, driving ranges, picnic grounds, ~~wild life~~wildlife and nature preserves, shooting preserves, target ranges, trap and skeet ranges, hunting, fishing and biking areas;

4. Utility facilities such as: transmission lines, excluding above ground support facilities; underground pipelines; water monitoring devices; roadways and bridges; and

5. Uses very similar in nature to permitted uses may be allowed provided that they are consistent with the provisions of this Section.

D. *Description of Permitted Structures.* Temporary and permanent structures accessory to open uses permitted in Subsection (C~~.~~;), above, shall be permitted subject to submittal of building plans to the Floodplain Administrator for approval in accordance with Section 8-3-5-6, Floodplain Development Permit, which:

1. Will not be designed for human habitation;

2. Will have a low flood damage potential;

3. If permitted, will be constructed and placed on the building site so as to offer the minimum obstruction to the flow waters:

a. Whenever possible, structures will be constructed with the longitudinal axis parallel to the direction of the flow of flood waters, and

b. Insofar as feasible, structures will be placed so their longitudinal axis is approximately on the same line as those of adjoining structures; and

4. Will be firmly anchored to prevent the structure or building from floating away, thus threatening to further restrict bridge openings and other restricted sections of the stream or river.

Sec. 4-1-2-9. -Abrogation and greater restrictions.

This Division is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Division or another Division, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 4-1-2-10. -Warning and disclaimer of liability.

The degree of flood protection required by this Division is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can occur and will occur. Flood heights may be increased by manmade or natural causes.

This Division does not imply that land outside the ~~SFHA~~Regulatory Floodplain or uses permitted within such areas will be free from flooding or flood damages. This Division shall not create liability on the part of the City or any official or employee thereof for any flood damages that result from reliance on this Division or any administrative decision lawfully made thereunder.

Sec. 4-1-2-11. -Severability.

This Division and various parts thereof are hereby declared to be severable. Should any section of this Division be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Division as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

DIVISION 4-1-3. STORMWATER AND DRAINAGE CONTROL

Sec. 4-1-3-1. -Purpose.

This Division has been established with the following purposes intended:

1. Promote the public health, safety, and welfare by minimizing flood losses and the inconvenience and damage resulting from uncontrolled and unplanned stormwater runoff in the City;

2. Minimize increases in stormwater runoff as a result of development;

3. Reduce pollutants in stormwater discharges from construction activity;

4. Minimize increases in non-point source pollution cause by stormwater runoff;

5. Reduce flooding, siltation, stream bank erosion, and channel degradation; and

6. Ensure that stormwater management controls are properly maintained.

Sec. 4-1-3-2. -Applicability.

A. This ~~Section~~Division shall apply to all construction in the City that disturbs 10,000 square feet or more of land surface. Water quality standards and detention apply to all new development and redevelopment that disturbs one acre or more. Erosion control shall apply to all land and efforts to prevent, mitigate, and control accelerated soil erosion and shall include the design, installation, and implementation of temporary erosion control measures prior to any earth disturbance activities.

Sec. 4-1-3-3. -Storm drainage facilities design.

A. *Storm Drainage Facilities.* Design of storm drainage facilities, including but not limited to best management practices for permanent stormwater quality, shall be based upon the Urban Storm Drainage Criteria Manual of the Urban Drainage and Flood Control District, the City of Arvada Engineering Code of Standards and Specifications, and the City's Municipal Separate Storm Sewer System Permit requirements, as may be amended from time to time.

B. *On-Site Drainage Control.* The best management practices for on-site drainage should be selected and designed to avoid or minimize, to the extent practicable, adverse water quality impacts of stormwater discharged from the development. Unless a regional drainage solution is required, the following shall apply:

1. *On-Site Drainage Facilities.* Drainage facilities shall be provided on-site to control drainage, storm and surface waters within the development, and all drainage originating off-site traversing or flowing adjacent to the development.

2. *Detention.* Designs shall provide detention facilities on-site to contain all stormwaters generated which are in excess of historic flows. These detention

facilities shall be designed so that the peak flow from the property is as nearly equal, as practicable, to that which is deemed historic. Detention shall not be constructed within the 100-year floodplain.

3. *Underground Water Quality and Detention Facilities.* Although surface stormwater quality and detention is encouraged, in some cases underground appurtenances are desired and allowed. Water quality must meet the City's Municipal Separate Storm Sewer System requirements to be approved for installation. Written verification of successful installation shall be submitted to ~~Director~~the City Engineer from the manufacturer of the underground appurtenance prior to the first Certificate of Occupancy for the development.

4. *Management Practices.* Permanent stormwater quality control shall be maintained by the ~~Owner~~property owner consistent with an Operations and Maintenance Manual (O&M Manual) submitted with the final site plan review. If not maintained, the City can access, maintain, and shall receive reimbursement from the ~~Owner~~property owner for maintenance conducted, or a lien will be placed on the property.

5. *Regional Drainage Solutions.* Regional drainage solutions may be required for the development as determined by the ~~Director~~City Engineer.

Sec. 4-1-3-4. -Limitations on site disturbance.

A. *Generally.* ~~Any site disturbances that exceed 10,000 square feet must obtain a Site Disturbance Permit from the City. Limits of disturbance must be defined on the Grading Plan.~~ A site disturbance permit must be obtained in accordance with Chapter 50 of the City Code.

B. *Exemptions.* This Section does not apply to agriculture and irrigation ditch or reservoir maintenance activities ~~(whether routine, such as weed control, or major, such as reshaping a ditch channel or cleaning out a reservoir).~~and is limited to only routine maintenance activities that are excluded from being an “applicable construction site” under the City’s Municipal Separate Storm Sewer System (MS4) Permit.

C. *Limitation on Disturbed Area.* Cuts, fills, grading, excavation, vegetation removal, and building construction shall be confined to the footprint of the proposed building, plus a working area of not more than 30 feet around each such footprint, plus any site disturbance necessary for installation and maintenance of utilities, access ways, trails, irrigation ditches, and fences, and for landscaping, agriculture, and similar activities.

D. *Erosion Control Plans and State Permits.*

1. All erosion control plans shall comply with applicable standards adopted by the Urban Drainage and Flood Control District, the City of Arvada Engineering Code of Standards and Specifications, and City Code Article IV, Section 50-70 through 79 as may be amended from time to time.

2. A Stormwater Management Plan is required ~~if~~ in accordance with Chapter 50 of the ~~development disturbs 10,000 square feet or more of land surface~~Arvada City Code. A permit from the Colorado Discharge Permit System-Stormwater may be required from the Colorado Department of Public Health and Environment, Water Quality Control Division, prior to start of construction.

Sec. 4-1-3-5. -Low-impact development practices.

A. *Purpose.* The purpose of this Section is to encourage the incorporation of low-impact development (LID) practices into site designs in order to mitigate the impacts of increased runoff and stormwater pollution from new development, redevelopment, and infill development as close to the source~~.~~ as practicable. LID practices, if designed and constructed correctly, ~~will~~ help preserve permeable surfaces, remove pollutants, regenerate groundwater supply, and encourage the use of native plants.

B. *Low-Impact Development Options.* The options below are encouraged to implement LID at the time of site development or redevelopment. The options are not intended to be prescriptive or to inhibit creative design. To implement the LID in order to reduce water quality treatment of stormwater runoff, the City's Municipal Separate Storm Sewer System Permit conditions must be met.

C. Further descriptions and examples of LID options are in the Urban Drainage and Flood Control District, Urban Storm Drainage Criteria Manual, Volume 3 for the following:

1. Bioswales are vegetated swales planted with wet tolerant species of plants or ornamental grasses. They transport, store, and allow infiltration of water, and can be designed as a landscape feature. Bioswales are not grassed, but are planted with a variety of plant species that can withstand occasional water inundation for short periods of time.

2. Grassed swales are designed conveyance devices used to transport water over the surface of the ground to a point of disposal that may be a catch basin, ditch, or water body that will filter, infiltrate, evaporate, and clean water of total suspended solids, solid waste, and other pollutants. Swales are often appropriate along property lines, public streets, and around buildings.

3. Rain gardens are small, shallow depressions planted with a variety of native or ornamental plants ~~than~~that can treat small amounts of runoff to improve water quality. Rain gardens are generally small collections of water-loving plants planted on a low site area to collect rainfall.

4. Permeable pavers and porous surfaces allow water seepage through the joints and the gravel base beneath the pavers. This allows for the infiltration of rainwater, thereby reducing the runoff leaving a site. When used in conjunction with street tree planting, this allows for air circulation around tree roots and can easily be removed in order to trim tree roots and to regrade a walkable surface. Use of permeable pavers or porous pavement shall not be permitted in locations required for fire and emergency access unless specifically allowed by the ~~Director~~City Engineer.

5. Sand filters are depressions, trenches, barriers, or sand lenses constructed of porous matter that improves ground water recharge to filter, clean, and trap waterborne pollutants.

6. Other Options.

    a. Other options include extended detention basins that may be used in open space tracts to treat the runoff from multiple lots, roads, and trails.

    b. Other LID options may be allowed as approved by the ~~Director.~~City Engineer.

Figure 4-1-3-5 : Low-Impact Development Options

Bioswale

Grass Bioswale

Native Grass Bioswale

Rain Garden

Combined Options

Permeable Pavers

DIVISION 4-1-4. NATURAL HAZARDS AND ENVIRONMENTALLY-SENSITIVE AREAS

Sec. 4-1-4-1. -Purpose.

A. *Generally.* New construction shall comply with the standards of this Division, unless compliance with a particular standard would prevent the construction of any permanent structure for a primary use on the land, or require the construction to violate another requirement of this LDC. Where more than one buildable site exists on a subject property and all buildable sites would violate at least one of the standards of this Division, the construction shall be located so as to comply with as many standards as possible.

B. *Disclaimer.* These standards are considered reasonable for regulatory purposes and do not create liability on the part, or a cause of action against, the City.

Sec. 4-1-4-2. -Limits of development.

A. The Limits of Development ("LOD") shall indicate the specific areas of a subdivision within which the development activity shall be contained in order to avoid areas identified in Section 4-1-4-3, Natural Hazard Areas, and features identified in Section 4-1-4-4, Significant Natural Features. LODs shall be indicated by the Applicant on the plat, and shall be reviewed and approved by the City as part of the development approval process based on:

1. A visual analysis of the location and apparent extent of areas affected by natural hazards and significant natural features;

2. Site topography, including but not limited to such characteristics such as steepness of slopes, existing drainage features, rock outcroppings, river and stream terraces, valley walls, ridgelines, and scenic topographic features;

3. Any recommendations made by any other reviewing agency, including without limitation the U.S. Fish and Wildlife Service or the Colorado Division of Wildlife; and

4. The practical needs of proposed construction activity in terms of ingress and egress to the developed project and necessary staging and operational areas.

Sec. 4-1-4-3. -Natural hazard areas.

A. If the subject property contains potential areas of natural or geologic hazard (such as unstable or potentially unstable slopes, faulting, landslides, or rockfalls) or soil conditions (including without limitation all expansive soils) unfavorable to development, or floodplains, the Applicant shall:

1. Identify, on the plat, the LOD (as defined in Section 4-1-4-2, Limits of Development) and include a plat note that those areas are not available for development; or

2. Provide a report from a geotechnical engineer licensed in Colorado identifying the mitigation measures or engineering precautions necessary to make such areas safe for development and occupancy, and include a plat note stating that development will be subject to those mitigation measures and engineering precautions; or

3. Incorporate into the plat some combination of subsections (1.) and (2.) above.

Sec. 4-1-4-4. -Significant natural features.

A. *Generally.* If the subject property contains significant natural features (such as corridors, bluffs, ridges, steep slopes, stands of mature trees, rock outcroppings—including without limitation the Ralston Buttes—wetlands, native upland ecosystems, riparian areas, and wildlife corridors identified by the Colorado Division of Wildlife) or water features (such as drainages, washes, canals, ditches, lakes, natural ponds, and retention and detention ponds), the Applicant shall identify on the plat the Limits of Development ~~(*see*Section~~as illustrated by Section 4-1-4-2, Limits of Development~~)~~,, include a plat note that areas outside the Limits of Development are not available for development, and incorporate measures to mitigate any visual, functional, or environmental impact of nearby development on such features.

B. *Groundwater Recharge.* Any area providing groundwater recharge to bedrock aquifers shall be identified at the time of the development review, and the design of the proposed development shall preserve the total amount and the quality of naturally occurring recharge.

Sec. 4-1-4-5. -Steep slopes and hazardous building conditions.

A. *Generally.* New lots shall not be created on lands containing an average slope of 25 percent, as measured from the points with highest and lowest elevation within 25 feet of any portion of a proposed building, unless such lots designate a building envelope located to avoid such steep slope areas, and the location of the principal building is restricted to the building envelope. Roads and driveways leading to any primary or accessory structure may not be located on slopes in excess of 25 percent.

B. *Unstable Slopes and other Hazards.* No new principal building, and no new accessory structure (except mini-structures), shall be constructed in any location that shows evidence of slope instability, landslides, avalanche, flooding, or other natural or man-made hazards. If the City makes a preliminary determination that such evidence exists, the Applicant shall demonstrate, to the City's satisfaction, that the slope's ground surface and subsurface are not unstable, that the proposed development will not cause instability or increase the potential for slope failure, and that the development of the slope will not increase the degree of hazards.

Sec. 4-1-4-6. -Ridgeline protection.

Residential dwellings on ridgelines identified through the development review process shall be sited and the buildings designed so as to not be prominent above any such ridgeline. A reduction in bulk or massing of the dwelling may be required, including limiting the height to

one story and other suitable methods. Maintaining existing on-lot vegetation to provide a continuous screen or backdrop for the dwelling is also a suitable method.

DIVISION 4-1-5. IRRIGATION CANALS AND DITCHES

Sec. 4-1-5-1. -Protection of irrigation canals and ditches.

Where an irrigation canal or irrigation ditch is adjacent to or traverses a subject property, the City may require the Applicant to install walls, fences, or other methods for protective covering separating the lot or lots therefrom.

Sec. 4-1-5-2. -Agreement required.

A. *Generally.* The City does not adjudicate the relative interests of landowners and owners of irrigation canals and irrigation ditches (i.e., whether such interests are fee-simple or easement interests). As such, where development has the potential to impact an irrigation canal or irrigation ditch (*e.g.,* by installation of an overhead, surface, or subterranean crossing); installation of infrastructure or improvements that may increase seepage (e.g., detention ponds in close proximity to the canal or ditch, or subsurface drainage systems); grading that could result in changes to the amount of stormwater runoff or pollution that reaches the canal or ditch; or improvements that increase the risk of trespass onto canal or ditch infrastructure or rights-of-way, including service roads), the Applicant shall provide to the City a fully executed agreement between the Applicant and the owner of the canal or ditch that is satisfactory to the City and addresses the impacts of the development on the canal or ditch.

B. *Street or Water and Sewer Utility Crossings.* Any agreement related to crossing an irrigation canal or ditch for the purpose of providing public street access or accessing or obtaining water or sewer service from the City shall identify the City as an approved assignee and require prior written approval (or right to cure defaults in the event of provisions that allow for termination in the event of default) by the City for any modification or termination prior to said assignment.

Sec. 4-1-5-3. -Irrigation ditch or canal crossings.

Technical design of irrigation ditch or canal crossings shall be approved by the City and unless the City or another entity is exercising its power of eminent domain to acquire the property interests necessary to install the crossing, the affected owner of the irrigation canal or irrigation ditch, prior to commencement of construction of the crossing.

DIVISION 4-1-6. CONSTRUCTION ACTIVITIES

Sec. 4-1-6-1. -Restrictions on construction activities.

A. *Generally.* The standards of this Section shall apply to all construction sites. The ~~Director~~City Engineer may modify the requirements of Subsection B~~.~~(1~~.~~), E~~.~~(3~~.~~), E~~.~~(4~~.~~), F~~.~~, and G~~.~~, if the ~~Director~~City Engineer finds that such modifications are necessary to provide for efficient, expeditious, and safe construction.

B. *Temporary Facilities.*

1. Temporary structures, portable offices, and other comparable buildings and structures shall be maintained in good repair and arranged in a compact and organized manner on the construction site, in a location that minimizes their visual impacts when viewed from the public street or adjacent properties.

2. The timing of installation and removal of such facilities is subject to Section 3-1-4-3, Contractor Offices and Temporary Construction Uses.

C. *Tracking Control.*

1. Mud, dirt, or other debris deposited on the public or common roadway at construction access points shall be removed daily to avoid compaction and damage to the roadway and to minimize drainage system impacts.

2. Cleaning of any construction equipment or tools on public streets, rights of way, or other vacant land is strictly prohibited.

D. *Debris Control.*

1. Construction debris shall be immediately placed into containers and screened to the extent possible during construction. Trash containers shall be emptied when full and on a regular basis, but not less than weekly.

2. Dumping, burial of construction debris, debris pits, and burning of debris at any location is prohibited.

3. After construction is completed, temporary barriers, surplus materials and all trash, debris and rubbish shall be promptly removed from the site.

4. All backfill shall be cleared of building material, stone and rubbish prior to placement.

E. *Erosion, Siltation, and Dust Control.*

1. Precautions for controlling water and wind erosion and sedimentation are required during construction and shall be conducted as an integral part of the construction operation.

2. Dust from topsoil and fill material that is stockpiled on site, as well as any areas disturbed by construction operations, shall be strictly controlled. All disturbed areas shall be stabilized.

3. The City may require temporary diversion ditches, dikes, silt fences, filter boxes, tackifiers, and comparable facilities, in order to protect the site from erosion prior to completion of construction and establishment of permanent landscaping.

4. Permanent surface and subsurface drainage systems shall not be used during construction unless entering water has been treated to remove suspended soil particles and other debris. To accomplish this, silting basins shall be installed at all locations necessary to intercept water before it enters catch basins and outfall locations. Silting basins shall be cleaned after each substantial rainstorm.

F. *Parking.* No construction equipment shall be parked on the streets.

G. *Materials Storage.* If equipment and materials are stored at the construction site, storage areas shall be unobtrusive when viewed from public streets and adjacent properties.

Sec. 4-1-6-2. -Restoration of disturbed areas.

Disturbed areas shall be restored ~~as natural-appearing landforms, with curves that blend in with adjacent undisturbed slopes. Abrupt angular transitions and linear slopes shall be avoided. As necessary, cuts and fills shall be supported by retaining walls made of materials permitted in Section 4-7-2-2, Retaining Walls. Areas disturbed by grading shall be contoured so they can be re-vegetated and shall be re-vegetated within one growing season after construction, using native species similar to those growing on the site when such re-vegetation does not contribute to hazards. Topsoil shall be stockpiled and placed on disturbed areas.”~~in accordance with City of Arvada Engineering Code of Standards and Specifications as may be amended from time to time.

Sec. 4-2-1-3. -Protection of existing vegetation, wildlife areas and natural features.

A. *General Requirements.*

1. The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within all proposed subdivisions shall be designed in a manner that minimizes land disturbance and preserves existing trees, vegetation, watercourses, wildlife areas, and other natural features that would add value to the proposed development. The development standards set forth in Division 4-6-2, Tree

Removal and Replacement, shall be considered in the layout of the subdivision in order to avoid creating lots or patterns of lots that will make compliance with such standards difficult or infeasible.

2. Existing Trees On-Site. The determination of which existing site trees are to be saved, replaced, or relocated shall be made by the City, pursuant to Division 4-6-2, Tree Preservation and Replacement. No trees shall be removed from any subdivision or any change of grade of the land effected until approval of the plat has been granted. All trees on the platted area required to be retained shall be preserved, and all trees where required shall be welled and protected against change of grade.

B. *Geologic Hazard Areas and Protection of Natural Lands.*

1. *General Requirements.*

a. All subdivisions shall comply with the standards in Division 4-1-4, Natural Hazards and Environmentally-Sensitive Areas.

b. All subdivision plats shall be laid out with due regard to geologic hazards, including but not limited to existing soils, conditions, and slope stability. All subdivisions shall evidence design and use compatibility with existing soils, particularly in regard to topography, drainage, bearing capacity, and erosion potential. All subdivision design shall ensure adequate protection from potentially hazardous or undesirable soils or geological conditions on the development site.

c. No subdivision shall be approved where the design or related facilities clearly constitute the creation of a hazardous circumstance or lack of provision for the public safety.

2. *Hazard Areas within Platted Lots.*

a. To the maximum extent feasible, lands that contain steep slopes (an average of 30 percent slope or greater as measured from the points with highest and lowest elevation within 25 feet of any portion of the proposed structure) or that show evidence of slope instability, landslides, avalanches, or other natural or man-made hazards shall not be included in platted lots, or alternately, shall not be included within the plats and/or an individual lot's identified Limits of Development. ~~SeeSection~~See Section 4-1-4-2, Limits of Development.

b. Alternately, platted lots may contain such hazard areas only if an acceptable mitigation and remedial plan, prepared by a Colorado-licensed geotechnical engineer, is approved by the ~~Director.~~City Engineer. Such mitigation plans shall be judged by generally accepted principles of engineering adapted to the particular circumstances of the subdivision site. If approved, the plat shall include a plat note that all development in the subdivision shall be carried out in conformity with such mitigation and remedial plans.

3. *Floodplain.*

a. All subdivisions containing lands within the 100-year floodplain, as shown on the ~~Official Floodplain Map~~most current FIRM and FIS, shall comply with Division 4-1-2, Floodplain Regulations.

Sec. 8-1-1-4. -Floodplain administrator.

A. *Generally.* The ~~Director of Public Works~~City Engineer, or ~~his or her~~their designated representative, shall be the Floodplain Administrator and shall administer the floodplain regulation set forth in Division 4-1-2, Floodplain Regulations.

B. *Duties and Responsibilities.* The Floodplain Administrator's powers and duties under this LDC are set out in this Subsection.

1. *Floodplain Development Permits*. The Floodplain Administrator shall review Floodplain Development Permit applications to determine if the applicable permit requirements of Division 4-1-2, Floodplain Regulations, have been satisfied and take final action to approve, approve with conditions, or deny such applications. In so doing, the Floodplain Administrator shall ensure that all other necessary permits have been obtained from those governmental agencies from which prior approval is required by ~~Federal~~federal or ~~State~~state law and make a determination that the proposed building site, including placement of mobile homes, will be reasonably safe from flooding.

2. *Mapping and Boundary Interpretations*. The Floodplain Administrator shall make interpretations regarding ~~Official Floodplain Map~~the FIRM boundaries of the Flood Regulatory Floodplain, Floodway, and Flood Fringe Sub-Zones and regarding final floodplain boundaries~~:~~ in accordance with Section 4-1-2-5(B).

~~a. When base flood elevation data has not been provided in accordance with these regulations, the Floodplain Administrator shall obtain, review and~~

~~reasonably utilize any base flood elevation data and floodway data available from a federal, state, or other source, in order to administer the applicable provisions of this Code.¶~~

~~b. For waterways with base flood elevations for which a regulatory floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one-half foot at any point within the community.¶~~

3. *Reports to Hearing Officer on Appeals and Variances*. The Floodplain Administrator shall prepare reports to assist the Floodplain Hearing Officer in his or her consideration of Administrative Reviews (appeals) and Floodplain Variances.

4. *Other Matters*. The Floodplain Administrator shall have the following other duties and responsibilities:

   a. Obtain and Maintain Floodplain Information.

      i. Obtain and record the actual elevation (in relation to mean sea level) of all new or substantially improved structures within the ~~Special Flood Hazard Area~~Regulatory Floodplain, whether or not the structure contains a basement.

      ii. For all new or substantially improved flood-proofed structures:

         (1) Verify and record the actual elevations (in relation to mean sea level) to which the structure has been flood-proofed.

         (2) Maintain the flood-proofing certification required in Section 4-1-2-6, Regulatory Floodplain - General Standards.

      iii. Maintain for public inspection all records pertaining to the provisions of the floodplain regulations, including appeals and variances.

         (1) Report variances to FEMA upon request.

b. For Any Alteration of Watercourses:

i. Notify the Colorado Water Conservation Board, Urban Drainage and Flood Control District ("UDFCD"), U.S. Army Corps of Engineers ("USACE"), and adjacent communities prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the ~~Federal Emergency Management Agency ("FEMA").~~FEMA.

ii. Require that maintenance is provided within the altered or relocated portion of said watercourse so that flood-carrying capacity is not diminished.

iii. Ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.

iv. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, the City may approve certain development in zones A1-30, AE, AH, on the City's FIRM which increases the water surface elevation of the base flood by more than one-half foot, provided that the ~~City~~Applicant first applies for a conditional FIRM revision through FEMA (~~conditional letter of map revision~~CLOMR); fulfills the requirements for such revisions as established under the provisions of Section 65.12; and receives FEMA approval.

Sec. 8-1-1-7. -City Engineer.

A. *Generally.* The City Engineer is a member of City Staff who is principally responsible for overseeing, directing, and controlling all engineering operations of the city. In addition to any duties and responsibilities established in this Code or the Arvada City Code, or assigned by the City Manager, the City Engineer shall have the duties and responsibilities set out in this Section.

B. *Duties and Responsibilities.* The City Engineer or their designee shall create, modify, and enforce the Engineering Code of Standards and Specifications and other similar guidelines and standards adopted by the city. The City Engineer or their designee also has the authority to grant variances or exceptions to such guidelines and standards where the City Engineer or their designee determines it is appropriate to do so.

Sec. 8-3-4-4. ~~Amendments to the official floodplain map.~~Reserved.”
¶

~~A. *Generally.* Amendments to the Official Floodplain Map shall be made when errors to the Official Floodplain Map are found, when development of land occurs which changes the floodplain, or when the City, Urban Drainage and Flood Control District (UDFCD), or Federal Emergency Management Agency (FEMA) perform an update of either the hydrology or hydraulics, which changes the floodplain.¶~~

~~B. *Applicability.*¶~~

~~1. The property owner, his designee, the City, UDFCD, or FEMA may initiate amendments.¶~~

~~2. Applicants shall submit to the Floodplain Administrator all information required by FEMA for a Letter of Map Revision (LOMR) or Letter of Map Amendment (LOMA). The Floodplain Administrator shall review and sign the application and then submit the application to FEMA for review and approval.¶~~

~~3. Map amendments other than to correct errors in the Official Floodplain Maps may be approved by City Council after approval by FEMA of a LOMR, LOMA, or issuance of new Flood Insurance Rate Maps by FEMA.¶~~

~~4. Official Floodplain Map Amendments shall be approved by ordinance, unless otherwise provided in this ordinance.”~~

Sec. 11-2-2. -Table of Acronyms.
¶

DFIRM	Digital Flood Insurance Rate Map

¶

Sec. 11-3-3-1. -Definitions.

Addition. Any activity that expands the enclosed footprint or increases the square footage of an existing structure.

Digital Flood Insurance Rate Map (DFIRM). The FEMA digital floodplain map. These digital maps serve as "regulatory floodplain maps" for insurance and floodplain management purposes.

FEMA. The Federal Emergency Management Agency, the agency responsible for administering the National Flood Insurance Program and emergency management.

Flood Hazard Area Delineation (FHAD). A study produced by the Urban Drainage and Flood Control District d/b/a the Mile High Flood District to identify and update flood risk potential and floodplain boundaries due to both natural and development related changes that occur over time. Such study may or may not be submitted to FEMA for a Physical Map Revision.

Flood Fringe Sub-Zone. The area that is inundated in the 100-year flood that may serve as a temporary storage area for the flood waters and is the area that lies landward of the floodway.

Floodway Sub-Zone or *floodway.* The channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The Colorado statewide standard for the designated height to be used for all newly studied reaches shall be one-half foot (six inches). All letters of map revision to existing floodway delineations will use the one-half foot designated height floodway criteria and tie back into existing floodway delineations with transitions of not more than 2000 feet.

Letter of Map Amendment. FEMA's amendment, by letter, to an effective FIRM stating that an existing structure or parcel of land–that is on naturally high ground and has not been elevated by fill–would not be inundated by the base flood.

Physical Map Revisions (PMR). FEMA's action whereby one or more map panels are physically revised and republished. A PMR is used to change flood risk zones, floodplain and/or floodway delineations, flood elevations, and/or planimetric features.

Regulatory Floodplain. The Special Flood Hazard Areas identified on the Flood Insurance Studies, Flood Insurance Rate Maps, and Flood Hazard Area Delineations as designated by FEMA and/or the Colorado Water Conservation Board and adopted by the city.

Residential structure. Any structure which is designed for human habitation.

Special flood hazard areas or flood hazard area (SFHA). The land in the floodplain within the City subject to a one percent or greater change of flooding in any given year, i.e., the 100-year floodplain.

Substantial ~~*Improvement.*~~*improvement.* Any reconstruction, rehabilitation, addition, or other improvement of a structure~~, the~~ taking place during a consecutive five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before ~~"~~"start of construction~~"~~" of the improvement. The value of the structure shall be determined by the local jurisdiction having land use authority in the area of interest. This includes structures which have incurred ~~"~~"substantial damage~~,"~~," regardless of the actual repair work performed. The term does not, however, include either:

¶

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the code enforcement official and which are the minimum necessary improvements; or

   ¶

2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure.""

¶

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 10.A.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: Ratification and Approval of CP2023-0008 A resolution by the Planning Commission for the City of Arvada, Colorado to amend the 2014 Arvada Comprehensive Plan Land Use designation pertaining to Canyon Pines, Triangle Property (Annexation No.1) from Jefferson County Rural Residential to City of Arvada Low Density Residential, A Parcel Of Land Approximately Located At 52 Canyon Pines Drive in the County of Jefferson and State Of Colorado (Presenter: Rob Smetana)

Report in Brief

Section 27 LLC is requesting approval of a Comprehensive Plan Amendment, annexation, and rezoning of two parcels of land known as Canyon Pines- Triangle parcel (Annexation No.1) and Canyon Pines- Arvada's DeBrouillarde Pump Station parcel (Annexation No. 2). A Planned Unit Development (PUD) for the two parcels in addition to a PUD Amendment for a portion of the original Canyon Pines development, collectively referred to as Canyon Pines Filing No. 2 accompany these requests. The annexations include Annexation No. 1 (the Triangle, which is 1.2208 acres) and Annexation No. 2 (Arvada's DeBrouillarde Pump Station parcel, which is 2.7964 acres). Both parcels are outside the current Comprehensive Plan boundaries, requiring that the plan be amended to extend the boundaries. The Annexation No. 1 parcel and the majority of the Annexation No. 2 parcel are proposed to be rezoned PUD (Planned Unit Development). The northeast corner of the Annexation No. 2 parcel is proposed to be rezoned OS (Open Space) to accommodate a new City water pump station.

The Arvada team recommends that the City Council Ratification and Approval of CP2023-0008 A resolution by the Planning Commission for the City of Arvada, Colorado to amend the 2014 Arvada Comprehensive Plan Land Use designation pertaining to Canyon Pines, Triangle Property (Annexation No.1) from Jefferson County Rural Residential to City of Arvada Low Density Residential, A Parcel Of Land Approximately Located At 52 Canyon Pines Drive in the County of Jefferson and State Of Colorado, be approved.

Financial Impact

There is no financial impact to the City.

Background

The subject property is located on the north side of State Highway 72, approximately 2.5 miles west of State Highway 93. The site is directly to the west of the Union Pacific Railroad and is currently vacant.

The original Canyon Pines development was included with the Jefferson Center master development for which specific plans, regulations, and intergovernmental agreements were prepared in anticipation of development. An amendment to the City of Arvada Comprehensive Plan was approved for the area in 1989, and a Comprehensive Development Plan (CDP) was approved. The CDP specifies land uses that are allowed. An annexation agreement was also approved in 1989 that specified requirements for future development. A Subdivider's Agreement was entered into between the City, Jefferson Center Metro District (JCMD) No.1, and Jefferson Center Associates (JCA) specific for the property annexed by members of JCA. A metropolitan district was created to fund the infrastructure improvements in annexed portions of Jefferson Center.

The Canyon Pines site was annexed as Jefferson Center Filings #14 and 15 in 1997. Concurrent with the annexation, the site was zoned PUD-NC-R-A (Planned Unit Development — New Community — Residential Sub-district A), and an Outline

Development Plan (ODP) was approved. Subsequently, the applicant filed a lawsuit objecting to certain conditions of the annexation. By stipulation of the parties, a Jefferson County District Court order provided that a new public hearing be held concerning five specific topics. This hearing was held July 13th of 1998 and the Preliminary Site Plan for the 90 lot Canyon Pines development was approved. In 2017, the Final Development Plan and final plat were approved, and the infrastructure is nearly complete. In 2020, the Canyon Pines development was zoned PUD with the adoption of the updated Land Development Code. In order to deliver water to the development a City pump station is needed. The parcel for this station is located immediately adjacent to the east boundary of the Canyon Pines development in Annexation No. 1. The pump station parcel will be subdivided off of the larger parcel. The remaining portion of the parcel and the Annexation No. 2 parcel will be included for residential development.

Discussion

Comprehensive Plan Amendment Considerations	
1. The existing Comprehensive Plan is in need of the proposed amendments.	The Comprehensive Plan is in need of this amendment in order to extend the city planning boundaries to incorporate the water pump station and three new residential lots.
2. The proposed amendment is compatible with the surrounding area, and the goals and policies of the Comprehensive Plan.	The proposed amendment to Low Density Residential is compatible with the surrounding low density residential designations adjacent to this site and the goals and policies of the Comprehensive Plan. The Open Space designation is appropriate for the public utility system.
3. The proposed amendment will have no major negative impacts on transportation, services and facilities.	The proposed amendment will not have any major negative impacts on transportation, services and facilities. All public infrastructure necessary to service the parcels has already been constructed.
4. The proposed amendment will have minimal effect on service provision, including adequacy or availability of urban facilities and services and is compatible with existing planned service provision.	The proposed amendment will not have a negative effect on existing or proposed service provision.
5. The proposed amendment, if for an area that is outside of the City's current boundaries, is consistent with the City's ability to annex the property	The proposed amendment is for an area outside of the City's municipal boundary and is consistent with the City's ability to annex the property.

6. Strict adherence to the Comprehensive Plan would result in a situation neither intended nor in keeping with other key elements and policies of the Plan.	Strict adherence to the Comprehensive Plan would not be in keeping with the intent of the Comprehensive Plan
7. The proposed Plan amendment will promote public welfare and will be consistent with the goals and policies of the Comprehensive Plan and the elements thereof.	The proposed amendment will promote public welfare and is consistent with the Comprehensive Plan.

Public Contact

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

Two neighborhood meetings for this project took place for this project; one on November 30th, 2022 and again on June 16th, 2023. The applicant, staff, and one neighbor were in attendance at the first meeting. No neighbors attended the second meeting.

The applicant reviewed the proposals but there were no concerns raised by the public.

The applicant prepared a summary of the meetings, which are attached.

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

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1500 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

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

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

Commission Recommendation

On November 21, 2023 the Planning Commission approved the Comprehensive Plan Amendment by a vote of 6 to 0 (1 absence).

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council Ratification and Approval of CP2023-0008 A resolution by the Planning Commission for the City of Arvada, Colorado to amend the 2014 Arvada Comprehensive Plan Land Use designation pertaining to Canyon Pines, Triangle Property (Annexation No.1) from Jefferson County Rural Residential to City of Arvada Low Density Residential, A Parcel Of Land Approximately Located At 52 Canyon Pines Drive in the County of Jefferson and State Of Colorado, be approved.

Suggested Motion:

I move that CP2023-0008 A resolution by the Planning Commission for the City of Arvada, Colorado to amend the 2014 Arvada Comprehensive Plan Land Use designation pertaining to Canyon Pines, Triangle Property (Annexation No. 1) from Jefferson County Rural Residential to City of Arvada Low Density Residential, A Parcel Of Land Approximately Located At 52 Canyon Pines Drive in the County of Jefferson and State Of Colorado.; be (ratified) (denied).

This motion is based on the findings of fact adopted by Planning Commission (if approved).

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

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Cheryl Drake, Senior Planner	12/13/2023
Josie Suk, Development Systems and Administrative Manager	12/14/2023
Rob Smetana, Planning Manager	12/19/2023
Jessica Garner, Director of Community and Economic Development	12/19/2023
Gail Walker, Legal Specialist-Contracts	12/20/2023
Emily Grogg, Senior Assistant City Attorney	12/21/2023
Rachel Morris, City Attorney	12/21/2023
Linda Haley, Deputy City Manager	12/21/2023
Lorie Gillis, City Manager	12/26/2023

Enclosure, exhibits & attachments required to support the report

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RESOLUTION NO. CP2023-0008

A RESOLUTION BY THE PLANNING COMMISSION FOR THE CITY OF ARVADA, COLORADO TO AMEND THE 2014 ARVADA COMPREHENSIVE PLAN LAND USE DESIGNATION PERTAINING TO CANYON PINES, TRIANGLE PROPERTY (ANNEXATION 1) FROM JEFFERSON COUNTY RURAL RESIDENTIAL TO CITY OF ARVADA LOW DENSITY RESIDENTIAL, A PARCEL OF LAND APPROXIMATELY LOCATED AT 52 CANYON PINES DRIVE IN THE COUNTY OF JEFFERSON AND STATE OF COLORADO.

WHEREAS, Planning Commission, by Resolution No. CP2014-0003, adopted the 2014 Arvada Comprehensive Plan on September 19, 2014; and

WHEREAS, pursuant to § 8-1-2-1(E)(4) of the Land Development Code, City Council has final ratification and approval authority with respect to the Comprehensive Plan and any amendments thereto; and

WHEREAS, pursuant to Chapter 74, Article III, Section 74-64 of the code of the City of Arvada, the Planning Commission has held a public hearing as required by law, notice thereof being duly published in the Wheat Ridge Transcript and Arvada Press on November 2, 2023, and said public hearing being held before the Planning Commission for the City of Arvada on November 21, 2023.

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

Section 1. The 2014 Comprehensive Plan is hereby amended by changing the land use designation from Jefferson County rural residential to City of Arvada low density residential.

Section 2. This Resolution shall be effective upon the ratification and approval by the City Council of the Comprehensive Plan amendment described herein.

APPROVED AND ADOPTED this 21st day of November, 2023.

CITY OF ARVADA PLANNING COMMISSION

Michael P. Griffith, Chairman

ATTEST:

DocuSign Envelope ID: F5C2E6B3-98AE-4016-BD4D-35FD1C59A690

_____
Tim Knapp, Secretary

RATIFIED AND APPROVED this 8th day of January, 2024.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: Emily Grogg

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 10.B.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: R24-008, A resolution setting forth certain findings of fact and conclusions as to the annexation of certain land into the city of Arvada, Colorado, Canyon Pines, Triangle property (Annexation No.1), a parcel of land generally located at 52 Canyon Pines Drive (Presenter: Rob Smetana)

Report in Brief

PRESENTER:Rob Smetana

This resolution is in the nature of a technical housekeeping measure, intended to ensure compliance with the "Municipal Annexation Act," Section 31-12-101 et seq. Section 31-12-110 of the Act states that "upon completion of the hearing [i.e., the public hearing on annexation], the governing body of the annexing municipality, by resolution, shall set forth its findings of fact and its conclusions based thereon with reference to the following matters: [those set forth in the attached resolution]." Section 31-12-111 goes on to state that, after the resolution (assuming the resolution determines that the requirements of Section 31-12-104 and 31-12-105 have been met, no election is required, etc.), the governing body may thereupon annex the area by ordinance.

The requirements of Sections 31-12-104 and 31-12-105, as referenced in the resolution (and as asserted in the Petition for Annexation), are technical requirements of eligibility for annexation (e.g., 1/6 contiguity, etc.). Meeting those requirements does not mandate annexation of a given property, thus, in annexation proceedings, Council has the prerogative to adopt such a resolution (finding compliance with the technical requirements of Sections 31-12-104 and 31-12-105) and then reject the companion annexation ordinance (if, for example, it finds that such annexation is not in the best interests of the City).

The Arvada team recommends that City Council approves R24-008, A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land Into the City of Arvada, Colorado, Canyon Pines, for Two Parcels of Land generally located at 52 Canyon Pines Drive in the County of Jefferson and State of Colorado.

Financial Impact

N/A

Background

n/a

Discussion

n/a

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

N/A

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that City Council approves R24-008, A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land Into the City of Arvada, Colorado, Canyon Pines, Triangle property (Annexation No. 1), generally located at 52 Canyon Pines Drive in the County of Jefferson and State of Colorado.

Suggested Motion:

I move that R24-008, A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land Into the City of Arvada, Colorado, Canyon Pines, Triangle property (Annexation No. 1), generally located at 52 Canyon Pines Drive in the County of Jefferson and State of Colorado, be (approved) (rejected).

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Cheryl Drake, Senior Planner	12/13/2023
Josie Suk, Development Systems and Administrative Manager	12/14/2023
Rob Smetana, Planning Manager	12/19/2023
Jessica Garner, Director of Community and Economic Development	12/19/2023
Gail Walker, Legal Specialist-Contracts	12/19/2023
Emily Grogg, Senior Assistant City Attorney	12/20/2023
Rachel Morris, City Attorney	12/21/2023
Linda Haley, Deputy City Manager	12/21/2023
Lorie Gillis, City Manager	12/26/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-008

A RESOLUTION SETTING FORTH CERTAIN FINDINGS OF FACT AND CONCLUSIONS AS TO THE ANNEXATION OF CERTAIN LAND INTO THE CITY OF ARVADA, COLORADO, CANYON PINES, TRIANGLE PROPERTY (ANNEXATION NO.1), A PARCEL OF LAND GENERALLY LOCATED AT 52 CANYON PINES DRIVE

WHEREAS, the City Council of Arvada, Colorado has found a petition for the annexation of the hereinafter described parcel of land to be in substantial compliance with the requirements of §31-12-107(1) C.R.S.; and

WHEREAS, the City Clerk has provided notice of public hearing on the proposed annexation by publication once per week for four successive weeks and by registered mail to the Clerk of the Board of County Commissioners, the county Attorney, the school district, and to any special district having territory in the area to be annexed; and

WHEREAS, the City Council has completed a public hearing to determine if the proposed annexation complies with Article II, Section 30 of the Colorado Constitution and §§31-12-104 and 31-12-105 C.R.S., to establish eligibility for annexation.

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

Section 1. The City Council of the City of Arvada, State of Colorado, having examined the filings and the Petition for Annexation for certain real property, Canyon Pines, Triangle property (Annexation No. 1), a parcel of land generally located at 52 Canyon Pines Drive, Arvada, Colorado, more fully described in said Petition and having held a public hearing thereon, make the following findings pursuant to Colorado State law:

1. That not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City; and therefore, because of such contiguity, a community interest exists between the territory proposed to be annexed and the City.

2. That the area proposed to be annexed is urban or will be urbanized in the near future.

3. That the area proposed to be annexed is integrated or is capable of being integrated in the City.

4. That no land held in identical ownership has been divided or included without written consent of the owner thereof.

5. That no annexation proceedings have been commenced by another municipality.

6. That the annexation will not result in the detachment of area from a school district.

7. That the annexation will not result in the extension of a municipal boundary more than

three miles.

8. That the City has in place a plan for said three mile area.

9. That in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

10. That an election is not required under §31-12-107(2) C.R.S.

11. That no additional terms or conditions are imposed which require an election under §31-12-107(2) C.R.S.

Section 2. The City Council of the City of Arvada, State of Colorado, having examined the filings and the Petition for Annexation for certain real property, Canyon Pines, Triangle property (Annexation No. 1), a parcel of land generally located at 52 Canyon Pines Drive, Arvada, Colorado, more fully described in said Petition and having held a public hearing thereon, make the additional following findings pursuant to Arvada's Land Development Code:

1. That the annexation is in accord with the Comprehensive Plan and the best interest of the City would be served by annexation of the subject property.

2. That the subject property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code, the Arvada City Code, and the terms of an annexation agreement.

3. That at the time any development of the subject property is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities, and public services.

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

APPROVED AND ADOPTED this 8th day of January, 2024.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

CITY OF ARVADA

REPORT TO CITY COUNCIL PUBLIC HEARING	AGENDA ITEM 10.C.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: CB23-030, An Ordinance Annexing Certain Land into the City of Arvada for Canyon Pines, Triangle Property (Annexation No. 1), A Parcel of Land Approximately Located at 52 Canyon Pines Drive in the County of Jefferson and State of Colorado (Ordinance No. 4863) (Presenter: Rob Smetana)

Report in Brief

PRESENTER: Rob Smetana

Section 27 LLC is requesting approval of a Comprehensive Plan Amendment, annexation, and rezoning of two parcels of land known as Canyon Pines- Triangle parcel (Annexation No.1) and Canyon Pines- Arvada's DeBrouillarde Pump Station parcel (Annexation No. 2). A Planned Unit Development (PUD) for the two parcels in addition to a PUD Amendment for a portion of the original Canyon Pines development, collectively referred to as Canyon Pines Filing No. 2 accompany these requests.

The annexations include Annexation No. 1 (the Triangle, which is 1.2208 acres) and Annexation No. 2 (Arvad's DeBrouillarde Pump Station parcel, which is 2.7964 acres). Both parcels are outside of the current Comprehensive Plan boundaries requiring that the plan be amended to extend the boundaries. The Annexation No. 1 parcel and the majority of the Annexation No. 2 parcel are proposed to be rezoned PUD (Planned Unit Development). The northeast corner of the Annexation No. 2 parcel is proposed to be rezoned OS (Open Space) to accommodate a new City water pump station.

The Arvada team recommends that the City Council approve CB23-030, An Ordinance Annexing Certain Land into the City of Arvada for Canyon Pines, Triangle Property (Annexation No. 1), A Parcel of Land Approximately Located at 52 Canyon Pines Drive in the County of Jefferson and State of Colorado.

Financial Impact

No financial imapct.

Background

The subject property is located on the north side of State Highway 72, approximately 2.5 miles west of State Highway 93. The site is directly to the west of the Union Pacific Railroad and is currently vacant.

The original Canyon Pines development was included with the Jefferson Center master development for which specific plans, regulations, and intergovernmental agreements were prepared in anticipation of development. An amendment to the City of Arvada Comprehensive Plan was approved for the area in 1989, and a Comprehensive Development Plan (CDP) was approved. The CDP specifies land uses that are allowed. An annexation agreement was also approved in 1989 that specified requirements for future development. A Subdivider's Agreement was entered into between the City, Jefferson Center Metro District (JCMD) No.1, and Jefferson Center Associates (JCA) specific for the property annexed by members of JCA. A metropolitan district was created to fund the infrastructure improvements in annexed portions of Jefferson Center.

The Canyon Pines site was annexed as Jefferson Center Filings #14 and 15 in 1997. Concurrent with the annexation, the site was zoned PUD-NC-R-A (Planned Unit Development — New Community — Residential Sub-district A), and an Outline Development Plan (ODP) was approved. Subsequently, the applicant filed a lawsuit objecting to certain conditions of the

annexation. By stipulation of the parties, a Jefferson County District Court order provided that a new public hearing be held concerning five specific topics. This hearing was held July 13th of 1998 and the Preliminary Site Plan for the 90 lot Canyon Pines development was approved. In 2017, the Final Development Plan and final plat were approved, and the infrastructure is nearly complete. In 2020, the Canyon Pines development was zoned PUD with the adoption of the updated Land Development Code. In order to deliver water to the development a City pump station is needed. The parcel for this station is located immediately adjacent to the east boundary of the Canyon Pines development in Annexation No. 1. The pump station parcel will be subdivided off of the larger parcel. The remaining portion of the parcel and the Annexation No. 2 parcel will be included for residential development.

Discussion

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.	Complies	The annexations will be consistent with the Comprehensive Plan, once amended, and are in the best interests of the City.
2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.	Complies	The parcels are capable of being integrated into the City. As a PUD, this development will meet the applicable provisions of the LDC and the City Code.
3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services.	Complies	Infrastructure necessary to provide services to the parcels has already been completed.

Public Contact

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council. Two neighborhood meetings for this project took place for this project; one on November 30th, 2022 and again on June 16th, 2023. The applicant, staff, and one neighbor were in attendance at the first meeting. No neighbors attended the second meeting. The applicant reviewed the proposals but there were no concerns raised by the public.

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

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1500 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

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

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

Commission Recommendation

The Arvada Planning Commission voted 6 to 0 (1 absence) to recommend approval to City Council on November 21, 2023.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

n/a

Recommendation for Action

The Arvada team recommends that the City Council approve CB23-030, An Ordinance Annexing Certain Land into the City of Arvada for Canyon Pines, Triangle Property (Annexation No. 1), A Parcel of Land Approximately Located at 52 Canyon Pines Drive in the County of Jefferson and State of Colorado, be (approved on final reading, numbered 4863 and ordered published by title only).

Suggested Motion:

I move that CB23-030, An Ordinance Annexing Certain Land into the City of Arvada for Canyon Pines, Triangle Property (Annexation No. 1), A Parcel of Land Approximately Located at 52 Canyon Pines Drive in the County of Jefferson and State of Colorado, be (approved on final reading, numbered 4863 and ordered published by title only) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Cheryl Drake, Senior Planner	12/13/2023
Josie Suk, Development Systems and Administrative Manager	12/13/2023
Rob Smetana, Planning Manager	12/19/2023
Jessica Garner, Director of Community and Economic Development	12/19/2023
Gail Walker, Legal Specialist-Contracts	12/19/2023
Emily Grogg, Senior Assistant City Attorney	12/21/2023
Rachel Morris, City Attorney	12/21/2023
Linda Haley, Deputy City Manager	12/21/2023
Lorie Gillis, City Manager	12/26/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 23-030
ORDINANCE NO. 4863

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA FOR CANYON PINES, TRIANGLE PROPERTY (ANNEXATION NO. 1), A PARCEL OF LAND APPROXIMATELY LOCATED AT 52 CANYON PINES DRIVE IN THE COUNTY OF JEFFERSON AND STATE OF COLORADO

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

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

1. That a petition for annexation, together with four copies of the annexation map as required by law, was filed with the City by the owners of over fifty percent of the area of the territory hereinafter described, exclusive of public streets and alleys, and comprising more than fifty percent of the landowners of the property to be annexed.

2. That the City, by resolution at a properly noticed meeting accepted said petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, as amended, and Section 30 of Article II of the Colorado Constitution have been met and further determined that an election was not required under the Act and that no additional terms and conditions were imposed upon said annexation.

3. That the area proposed to be annexed meets the applicable requirements of Sections 31-12-104 and 31-12-105, C.R.S., and is therefore eligible for annexation to the City of Arvada.

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

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN

More particularly described in attached Exhibit A.

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

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

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

INTRODUCED, READ, AND ORDERED PUBLISHED this 4th day of December. 2023.

PASSED, ADOPTED, AND APPROVED this 8th day of January, 2024.

_____

Lauren Simpson, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: December 7, 2023
January 11, 2024

EXHIBIT A

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA FOR CANYON PINES, TRIANGLE PROPERTY (ANNEXATION NO. 1), A PARCEL OF LAND APPROXIMATELY LOCATED AT 52 CANYON PINES DRIVE IN THE COUNTY OF JEFFERSON AND STATE OF COLORADO

LAND DESCRIPTION
ANNEXATION 1
PUD – LOW DENSITY RESIDENTIAL

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 12 BEING S 83°33'46" W AND MONUMENTED AS FOLLOWS:

-SOUTH QUARTER CORNER OF SECTION 12, BEING A FOUND 3.25" ALUMINUM CAP, PLS 22564, PER MON. REC. DATED 12-1-1986.

-SOUTHEAST CORNER OF SECTION 12, BEING A FOUND 3.25" ALUMINUM CAP, PLS 14057, PER MON. REC. DATED 12-13-1985.

BEGINNING AT SAID SOUTHEAST CORNER OF SECTION 12, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY OF JEFFERSON CENTER ANNEXATION NO. 15, RECORDED AT REC. NO. F0682300 ORDINANCE NO. 3353;

THENCE S 83°33'46" W ALONG SAID NORTHERLY BOUNDARY A DISTANCE OF 745.78 FEET;

THENCE N 06°26'14" W A DISTANCE OF 142.61 FEET;

THENCE S 85°36'41" E A DISTANCE OF 759.29 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 53,179 S.F. OR 1.2208 ACRES MORE OR LESS.

Canyon Pines, Triangle, and Canyon Pines, Arvada's DeBrouillarde Pump Station, Comprehensive Plan Amendment, Annexation, and Rezoning, and Canyon Pines No. 2 Planned Unit Development

DA2023-0005

NATURE OF REQUEST

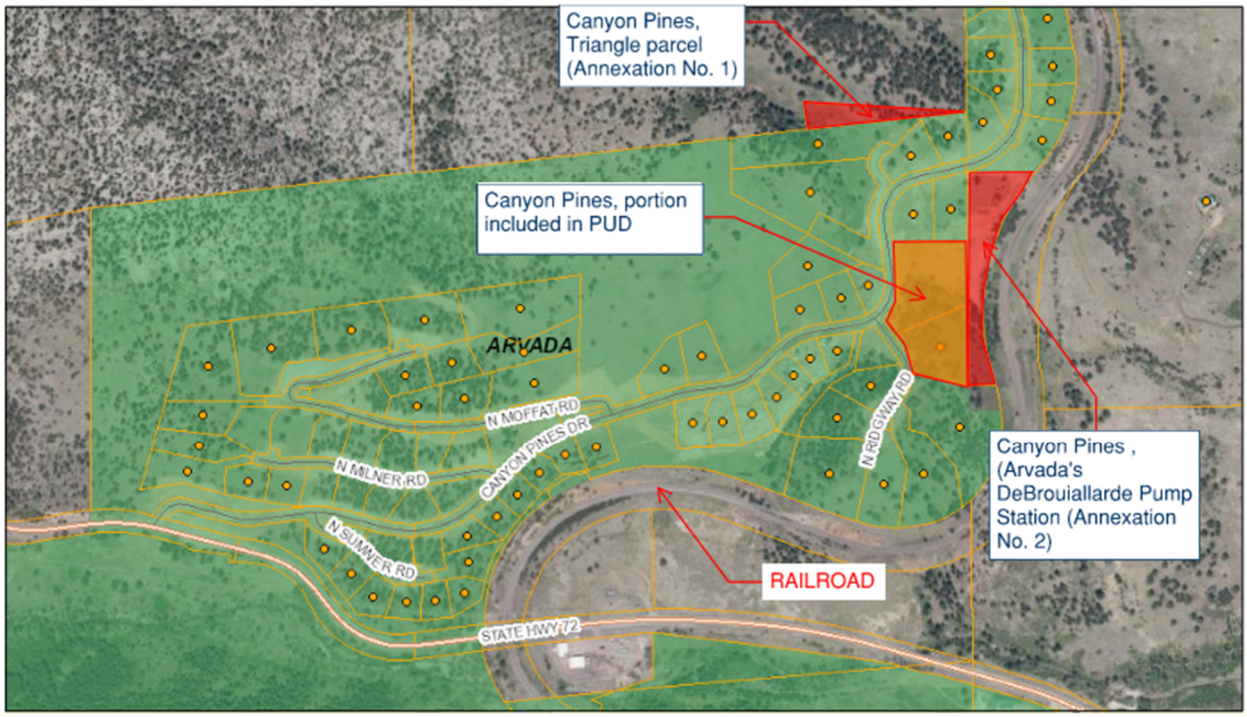
Section 27 LLC is requesting approval of a Comprehensive Plan Amendment, annexation, and rezoning of two parcels of land known as Canyon Pines- Triangle parcel (Annexation No.1) and Canyon Pines- Arvada's DeBrouillarde Pump Station parcel (Annexation No. 2). A Planned Unit Development (PUD) for the two parcels in addition to a PUD Amendment for a portion of the original Canyon Pines development, collectively referred to as Canyon Pines Filing No. 2 accompany these requests.

The annexations include Annexation No. 1 (the Triangle, which is 1.2208 acres) and Annexation No. 2 (Arvad's DeBrouillarde Pump Station parcel, which is 2.7964 acres). Both parcels are outside of the current Comprehensive Plan boundaries requiring that the plan be amended to extend the boundaries. The Annexation No. 1 parcel and the majority of the Annexation No. 2 parcel are proposed to be rezoned PUD (Planned Unit Development). The northeast corner of the Annexation No. 2 parcel is proposed to be rezoned OS (Open Space) to accommodate a new City water pump station.

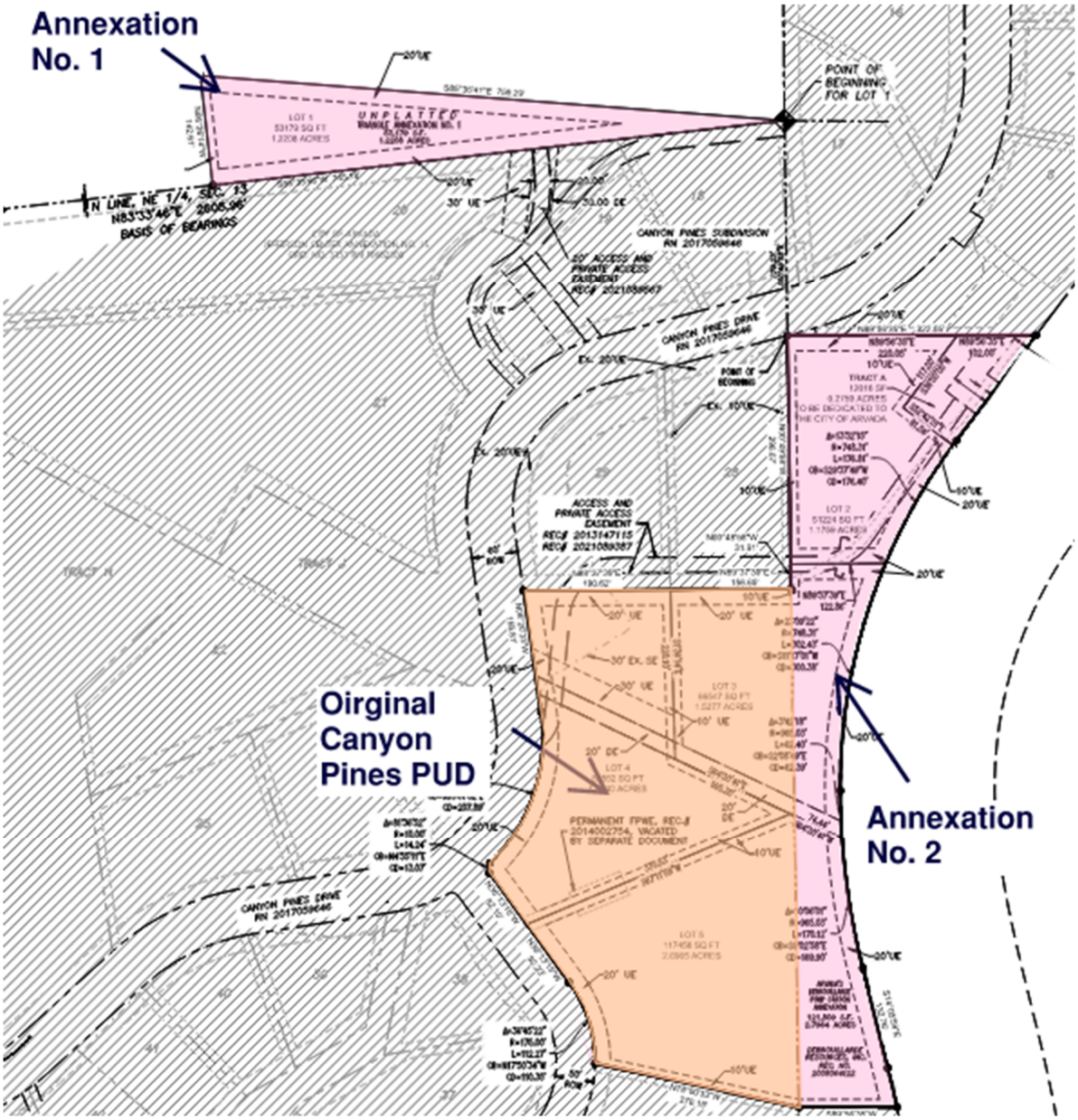
PROJECT VICINITY MAP

ANNEXATION PARCELS IN RED

PUD Parcels in Orange and Red



The Planned Unit Development for Filing No. 2 totals 7.64 and includes the three parcels illustrated below (red and orange, which includes a portion of the original Canyon Pines PUD).



MAJOR MODIFICATIONS REQUESTED

No major modifications are requested as a part of the project.

LOCATION AND HISTORY

The subject property is located on the north side of State Highway 72, approximately 2.5 miles west of State Highway 93. The site is directly to the west of the Union Pacific Railroad and is currently vacant.

The original Canyon Pines development was included with the Jefferson Center master development for which specific plans, regulations, and intergovernmental agreements were prepared in anticipation of development. An amendment to the City of Arvada Comprehensive Plan was approved for the area in 1989, and a Comprehensive Development Plan (CDP) was approved. The CDP specifies land uses that are allowed. An annexation agreement was also approved in 1989 that specified requirements for future development. A Subdivider's Agreement was entered into between the City, Jefferson Center Metro District (JCMD) No.1, and Jefferson Center Associates (JCA) specific for the property annexed by members of JCA. A metropolitan district was created to fund the infrastructure improvements in annexed portions of Jefferson Center.

The Canyon Pines site was annexed as Jefferson Center Filings #14 and 15 in 1997. Concurrent with the annexation, the site was zoned PUD-NC-R-A (Planned Unit Development — New Community — Residential Sub-district A), and an Outline Development Plan (ODP) was approved. Subsequently, the applicant filed a lawsuit objecting to certain conditions of the annexation. By stipulation of the parties, a Jefferson County District Court order provided that a new public hearing be held concerning five specific topics. This hearing was held July 13" of 1998 and the Preliminary Site Plan for the 90 lot Canyon Pines development was approved. In 2017, the Final Development Plan and final plat were approved, and the infrastructure is nearly complete. In 2020, the Canyon Pines development was zoned PUD with the adoption of the updated Land Development Code. In order to deliver water to the development a City pump station is needed. The parcel for this station is located immediately adjacent to the east boundary of the Canyon Pines development in Annexation No. 1. The pump station parcel will be subdivided off of the larger parcel. The remaining portion of the parcel and the Annexation No. 2 parcel will be included for residential development.

NEIGHBORHOOD MEETING

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

Two neighborhood meetings for this project took place for this project; one on November 30th, 2022 and again on June 16th, 2023. The applicant, staff, and one neighbor were in attendance at the first meeting. No neighbors attended the second meeting.

The applicant reviewed the proposals but there were no concerns raised by the public.

The applicant prepared a summary of the meetings, which are attached.

PUBLIC NOTIFICATION

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

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1500 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

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

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

SEVERED MINERAL RIGHTS

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

DEVELOPMENT REVIEW TIMELINE

The development application for this project was submitted on January 9, 2023. Four rounds of development review were required to address the specific elements of the proposal.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

ZONING AND LAND USE

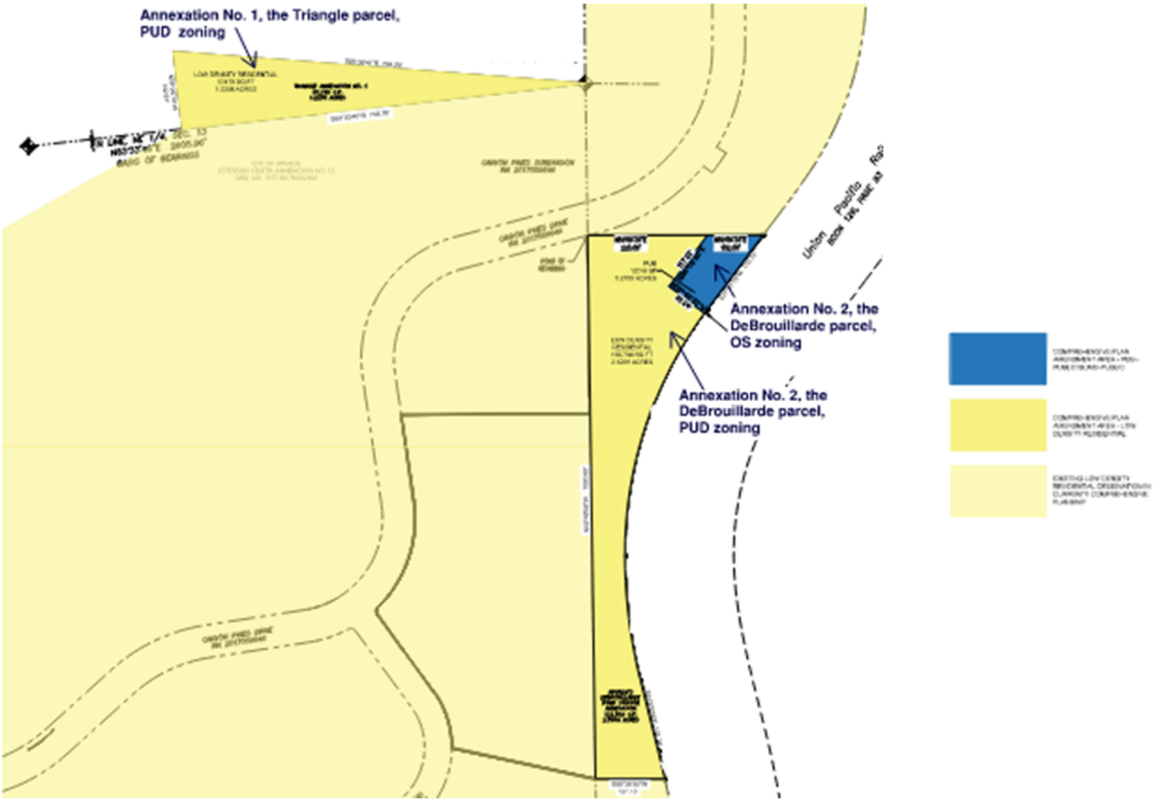
The Annexation No. 1 parcel is currently zoned A-1 (Agricultural-One) in Jefferson County. The Annexation No. 2 parcel is zoned A-2 (Agricultural-Two) in Jefferson County, and the portion of

the original Canyon Pines subdivision is zoned PUD in the City. The three parcels total 7.64 acres in size.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North	A-1 (Jefferson County), PUD	Vacant
South	PUD	Vacant
East	A-2 (Jefferson County), PUD	Vacant
West	A-1 (Jefferson County), PUD	Vacant

The majority of the acreage is proposed to be zoned PUD for residential development. A 0.2759-acre parcel in the northeast corner of the Annexation No. 2 parcel is proposed to be zoned OS (Open Space) for a new City water pump station.



PROJECT ANALYSIS

Annexation

Annexation into the City of Arvada requires conformance with the contiguity requirements in Colorado Revised Statutes §31-12-101 which requires at least one-sixth of the property perimeter to be contiguous with the City of Arvada.

The Annexation No. 1 parcel which is 1.2208 acres in size has a perimeter of 1,647.68 feet and a contiguous boundary with the existing City limits of 745.78 feet (45.26%). The Annexation No. 2 parcel which is 2.7964 acres in size has a perimeter of 2,524.43 feet and a contiguous boundary of 1,449.20 feet (57.4%). Both parcels meet the minimum contiguity requirements.

Copies of the annexation maps are attached for your reference.

Compliance with the Comprehensive Plan

A Comprehensive Plan Amendment is being requested with these annexations in order to include the parcels within the City's growth limits. The Annexation No. 1 parcel is proposed to have a Future Land Use map designation of LDR (Low Density Residential). The Annexation No. 2 parcel is proposed to have the Future Land Use map designations of LDR and PUB (Public/Quasi-Public). The LDR designations are consistent with the adjacent Canyon Pines designation, which is also LDR. The PUB designation is for that portion of the site to be dedicated to the City for a water pump station.

The Canyon Pines Filing No. 2 PUD will consist of a total of five single family lots and one tract. Two of the single family lots were platted with the original Canyon Pines PUID are included in Filing No. 2 to accommodate a lot reconfiguration. The proposed density of Canyon Pines Filing No. 2 is 0.8 units/acre which is consistent with the adjacent development.

City services already exist to this site; service lines be extended in a manner that is within the capacity of the City to serve. Roadway improvements necessary to provide access to the parcels have already been completed with the infrastructure construction for Canyon Pines.

Setbacks

The PUD zoning districts are intended to provide for procedures by which a subject property can be uniquely developed to meet the needs of the City, property owners, residents, and developers. PUDs are also intended to assure harmonious integration with surrounding land uses, neighborhood character, and environmental features.

The intent of the proposed PUD for Filing No. 2 is to provide development that is consistent with the original Canyon Pines development. The proposed PUD will include three new lots and two adjacent lots of the original development; the tract is not included in the PUD. The PUD amendment to a portion of Canyon Pines will allow the reconfiguration of the lots resulting in a more desirable layout. The proposed development standards are those adopted with the original development:

Front setback	20'
Side setback	10'
Rear setback	20'

There is not a maximum lot coverage, however, the PUD establishes building envelopes within which construction must occur, substantially limiting potential lot coverage.

Building Height
Canyon Pines was approved with a building height of 38 feet. The LDC requires that residential dwellings on ridgelines be sited, and the buildings designed, so as to not be prominent above any such ridgeline. Lot 5 of Canyon Pines No. 2 (formerly platted as Lot 31 of Canyon Pines) is traversed by a ridgeline. Potential for structure construction above the ridgeline has been addressed with both a height restriction of 15 feet above the ridgeline and the establishment of a building envelope which places any potential structure far from the ridgeline.

Open Space
The three new lots will have access to the 90 acres of open space are provided in Canyon Pines. No additional open space has been required with the annexations.

Landscaping, Buffering and Fencing
The during the original PUD process there was considerable discussion relative to the visibility of homes proposed to be located on the property from Highway 93 from three specific locations:

- The intersection of State Highways 93 and 72;
- The intersection of State Highway 93 and the west entry road to Rocky Flats Environmental Technology site at 104'h Avenue; and
- From a point midway between these two (2) intersections.

Ultimately, specific lots that would be prominently discernable from these locations were identified and additional landscaping and building design requirements were established. The applicant has updated view simulations for these locations and has determined that Lots 1-3 of Filing No. 2 could contain structures that are prominently discernable. As such, additional landscaping is required for these lots. This consists of the installation of ten, ten-foot-high trees on each lot to provide foreground screening for the structures. In addition, six, ten-foot-high trees will be required for backdrop screening on Lot 1.

The updated view simulations are included in the packet for reference.

The PUD contains landscaping details for Filing No. 2 with an approved plant material list, tree preservation measures, sight visibility compliance, and standards for individual lot landscaping. At the time of building permit a landscape plan must be submitted for each lot which illustrates landscape screening, tree preservation, double frontage lot requirements, and contains a written approval from the Fire District stating that the plans comply with their defensible space standards. All plant materials must be selected from the Canyon Pines plant list. Plantings must be predominately native vegetation.

The fencing plans for the PUD include the same fencing parameters which were approved with the original development. These include limitations on fencing dog runs, materials, and design. Fencing will be limited to the approved building envelope, and privacy fencing to areas surrounding pools, hot tubs and patios. Fencing is to be designed to follow recommendations of the Colorado Division of Parks and Wildlife for wildlife friendly fencing.

Parks
The applicant is responsible for satisfying the school land dedication and park land dedication with fees in lieu, and the per unit park development established in the LDC relative to the annexation parcels. Payment of fees must be provided prior to Final Development Plan approval.

Building Design
The homes to be constructed in Canyon Pines Filing No. 2 will be custom designs. With the approval of the original Canyon Pines development City Council required that natural materials be used for at least 15% of each façade of each building. This requirement will apply to Filing No. 2 as well.

A limited color palette was approved with the original Canyon Pines subdivision which applies to all lots. All structures must be constructed of colors identified as “Muted and Earth Tones” and structures identified as prominently discernable will be limited to colors identified on the Canyon Pines color palette as “Deeper Earthtones”. The color palette has been expanded with this application to broaden the color choices while still maintaining the intent of the original design. The proposed color palette is included in the plan set. In addition to the restricted color palette, all structures will be evaluated for compliance with the LDC building standards. The Fire District has required that each home be equipped with a sprinkler system.

Circulation and Connectivity
Access into the development is from State Highway 72. An emergency access is provided at the northeast portion of the original Canyon Pines development which connects to Plainview Road. Access easements from Canyon Pines Drive to both annexation parcels were dedicated on the Canyon Pines subdivision plat.

Due to the extreme grades on site, at the time of building permit, the applicant must submit a grading and location plan for each private driveway, with written approval from the Fire District, for approval by the City Engineer. In cases where it is necessary to cross an adjacent property in order to accomplish acceptable grades, the applicant will be required to provide proof of an access easement prior to the issuance of a building permit.

Grading and Drainage
Overlot grading for the has occurred and road access, drainage and utility construction is nearly complete for the original development. There will be no additional grading improvements needed for the proposed annexation parcels. Future plot plans during the building permit process will show grading improvements needed for individual lot construction. Storm water will be detained in several on site detention ponds in Canyon Pines Filing and then be released at historic rates into the existing culverts under the railroad; no additional detention facilities are needed for the annexation parcels.

Parking and Loading
At the time of each building permit, the applicant will be required to demonstrate that each home will provide two off street parking spaces.

Utility Services

City water mains have been extended to throughout the site and the pump station required to pump water to the northwest portion of the site is under construction. The station is located on Tract A which is within the Canyon Pines Annexation No. 2 parcel. This tract must be dedicated to the City and the system must be operational prior to the issuance of building permits for above grade construction.

The applicant has extended the City's gravity septic system to the site at which point the system will be continued as a low-pressure system to individual homes. The low-pressure system pumps and collection system will be maintained by the Homeowners Association up to a point where it becomes a public gravity sewer system.

Police and Fire Protection
The site falls within the Coal Creek Fire Protection service area. Police protection will change from Jefferson County to City of Arvada which already serves the adjacent residents. No outstanding concerns exist relative to police and fire protection.

School District
This site is within the Jefferson County R-1 School District.. The additional three lots will have a negligible impact on the area schools.

Vesting
Vested property rights were granted with Canyon Pines. That portion of Canyon Pines which is being incorporated into Filing No. 2 includes portions of Lots 3 and 5. The following items were vested in Canyon Pines:

- No. of units
- Building height
- Setbacks
- Row requirements
- Opens space and public land dedication requirements
- Street cross sections
- Public improvement dedications

No vested property rights have been requested for the annexation parcels. The PUD for Filing No. 2 will contain five units; the building height and setbacks standards for the new lots will match those originally approved in Canyon Pines. All necessary right-of-way dedication has occurred, as has all public improvement dedication, with the exception of the pump station under construction on Tract A. No additional open space is required, however, park and school dedication fees will be required for the three new lots.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Chapter 8 of the Land Development Code, and presents the following findings:

Comprehensive Plan Amendment Considerations	
1. The existing Comprehensive Plan is in need of the proposed amendments.	The Comprehensive Plan is in need of this amendment in order to extend the city planning boundaries to incorporate the water pump station and three new residential lots.
2. The proposed amendment is compatible with the surrounding area, and the goals and policies of the Comprehensive Plan.	The proposed amendment to Low Density Residential is compatible with the surrounding low density residential designations adjacent to this site and the goals and policies of the Comprehensive Plan. The Open Space designation is appropriate for the public utility system.
3. The proposed amendment will have no major negative impacts on transportation, services and facilities.	The proposed amendment will not have any major negative impacts on transportation, services and facilities. All public infrastructure necessary to service the parcels has already been constructed.
4. The proposed amendment will have minimal effect on service provision, including adequacy or availability of urban facilities and services and is compatible with existing planned service provision.	The proposed amendment will not have a negative effect on existing or proposed service provision.
5. The proposed amendment, if for an area that is outside of the City's current boundaries, is consistent with the City's ability to annex the property	The proposed amendment is for an area outside of the City's municipal boundary and is consistent with the City's ability to annex the property.
6. Strict adherence to the Comprehensive Plan would result in a situation neither intended nor in keeping with other key elements and policies o the Plan.	Strict adherence to the Comprehensive Plan would result not be in keeping with the intent of the Comprehensive Plan

7. The proposed Plan amendment will promote the public welfare and will be consistent with the goals and policies of the Comprehensive Plan and the elements thereof.	The proposed amendment will promote the public welfare and is consistent with the Comprehensive Plan.

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.	Complies	The annexations will be consistent with the Comprehensive Plan, once amended, and are in the best interests of the City.
2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.	Complies	The parcels are capable of being integrated into the City. As a PUD, this development will meet the applicable provisions of the LDC and the City Code.
3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services.	Complies	Infrastructure necessary to provide services to the parcels has already been completed.

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	The rezoning request to PUD and OS is consistent with the proposed Comprehensive Plan amendment and the existing character of the surrounding area.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The use of the properties as single family residential and public facility is allowed in the PUD and OS zone districts.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	Facilities and services necessary to serve the property are currently available in the surrounding area and will provide adequate levels of service.

4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.	Complies	Impacts from the proposed single family residential and public facility development will be mitigated through the incorporation of PUD standards that will result in compatible development.
5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.	Complies	The Canyon Pines #2 PUD is consistent with the original Canyon Pines PUD directly adjacent to the properties.

Div. 8-3-10 PUD Development Plan Approval Criteria	Finding	Rationale
1. The plan is consistent with the Comprehensive Plan or reflects conditions that have changed since the adoption of the Comprehensive Plan	Complies	The proposed development is consistent with the proposed Comprehensive Plan amendment and consistent with the character of the surrounding area.
2. The plan is consistent with and implements and previously approved Outline Development Plan in effect for the subject property, per Section 8-3-10-7, PUDs Approved Prior to Effective Date.	Complies	No ODP is associated with this property.
3. The plan represents a development that will address a unique situation, confer a substantial benefit to the City, or incorporate creative site design such that it achieves the purposes set out in Section 8-3-10-1, Purpose of Planned Development Zone, and represents an improvement in quality over what could have been accomplished through application of the otherwise applicable zoning district or development standards.	Complies	The Canyon Pines area has a unique character which offer a living opportunity that is not available in other portions of the City. Development standards included in the PUD will provide for high quality development over what could be accomplished through the reliance on traditional development standards
4. The plan generally complies with the intent of the use, development and design standards set forth in the LDC.	Complies	The proposed residential development complies with the use, intent and design standards outlined in the LDC.
5. To the extent reasonably feasible, the plan provides for integration and connection with adjoining development through street connections, sidewalks, trails, and similar features; unless due to the nature of the uses that are allowable in the plan such connections are not desirable.	Complies	Canyon Pines #2 will be integrated with the surrounding Canyon Pines development through access and utility connections already in place.

6. Sufficient public safety, transportation, and utility facilities and services will, prior to development, be available to serve the subject property, while maintaining sufficient levels of service to existing development.	Complies	Canyon Pines is served by Coal Creek Canyon Fire and Arvada Police. Water and sewer facilities are in place within the adjacent roadways.
7. The proposed uses (or group of uses) are appropriately located and designed, both within the boundaries of the plan and in relation to adjacent uses, such that the foreseeable, material adverse impacts that may be created by the scale, design, and operating characteristics (e.g., hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts) of the uses are avoided or mitigated.	Complies	The proposed uses follow the same development standards with apply to the adjacent Canyon Pines development providing mitigation to potential negative impacts.
8. If the application for plan approval is accompanied by an application for rezoning to the PUD zoning district, the rezoning application is concurrently approved.	Complies	The rezoning and PDP are being processed concurrently.

STAFF RECOMMENDATION

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

If the Planning Commission finds that a recommendation to approve the Comprehensive Plan Amendment, Annexations, Rezonings and PUD are supported by the approval criteria, then staff does not recommend that any conditions need to be made part of the approval.

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

CANYON PINES FILING NO. 2 – ANNEXATION, COMP PLAN AMENDMENT, REZONING, PUD, AND FILING NO.1 AMENDMENT

NARRATIVE SUMMARY

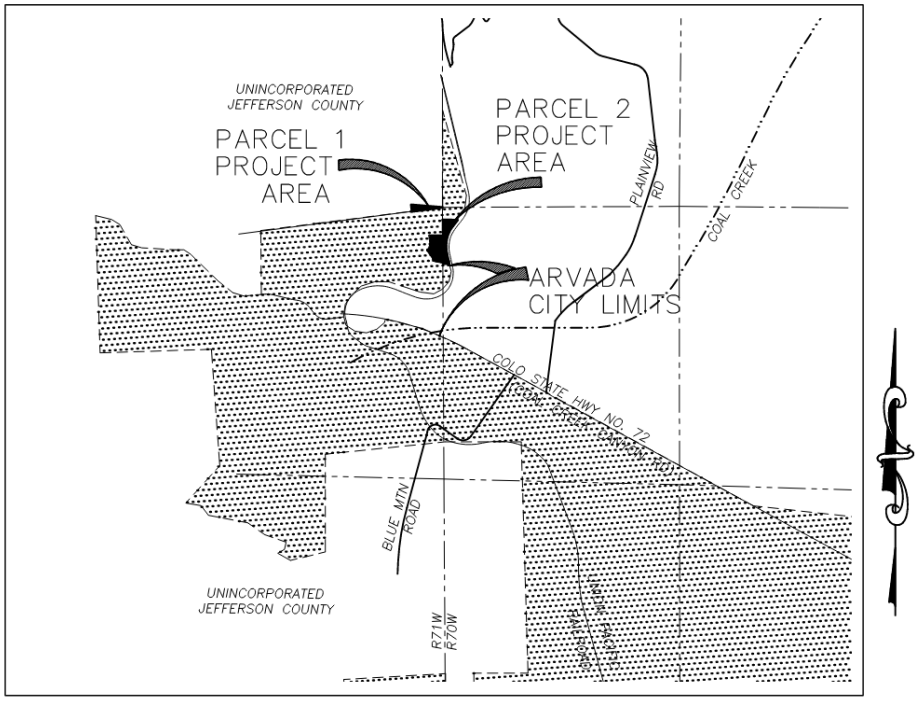
To whom it may concern:

The purpose of this application is to annex two parcels adjacent to the Canyon Pines subdivision into the City of Arvada, Plat the properties into 3 new residential lots and one tract dedicated to the City of Arvada, and create the PUD zoning necessary for the 3 residential lots. Lots 30 & 31 from Filing No. 1 will be reconfigured to give additional lot area to one of the newly created lots, and Lot 31 will gain additional area from the annexation parcel. A comprehensive plan amendment will also be needed, and we are suggesting a designation of low density residential where the three residential lots will be, and public/quasi-public designation over the tract containing the pump station that will be dedicated to the City.

There is no public infrastructure necessary for the addition of these lots under consideration. All other public infrastructure was completed for the Canyon Pines subdivision. Private sanitary and water service lines will be needed for the newly proposed 3 residential lots. Private access easements are already in place to serve the 3 properties.

All existing drainage and utility easements on Lot 30 & 31 of the Canyon Pines Subdivision Rec. #2017059646 will be vacated and replaced by the new drainage and utility easements on this plat.

3203 Hillside Dr. 419-203-5000 ph nathan@laudickeng.com
Wheat Ridge, CO 80033



VICINITY MAP
SCALE: 1"=2000'

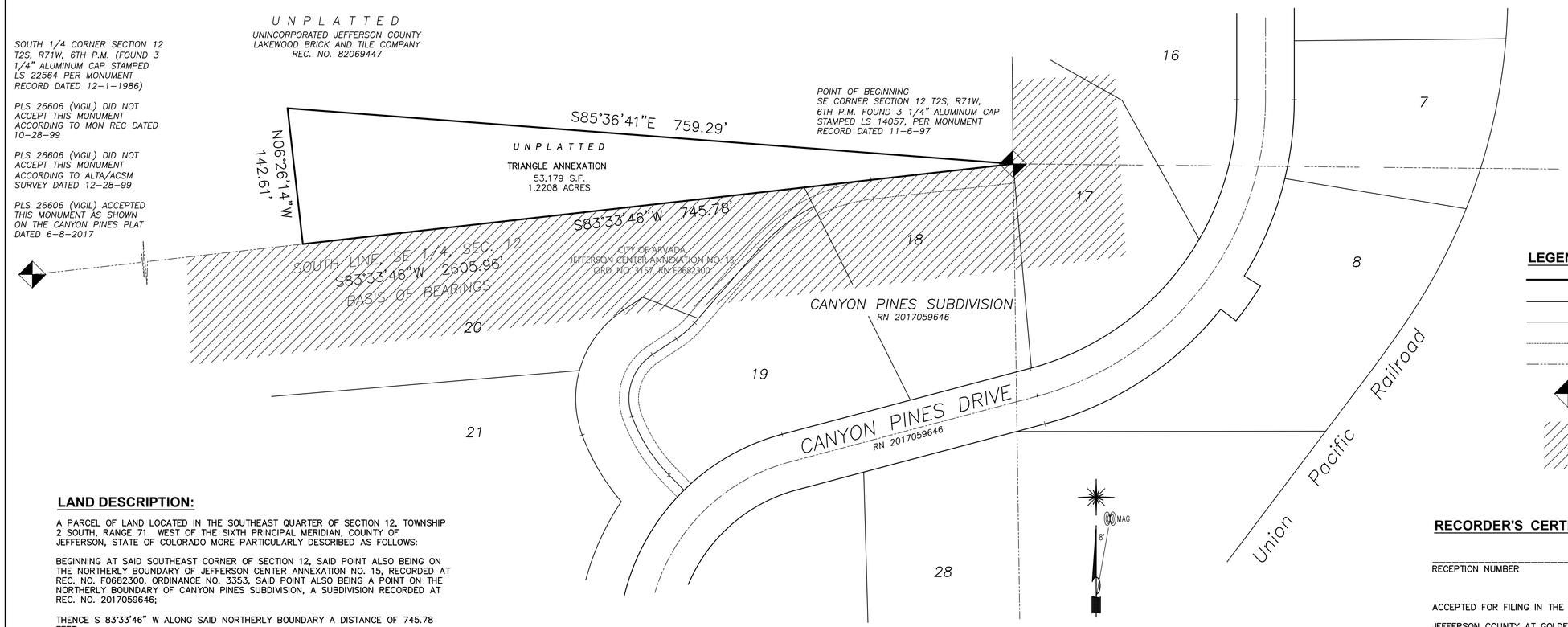
Sincerely,

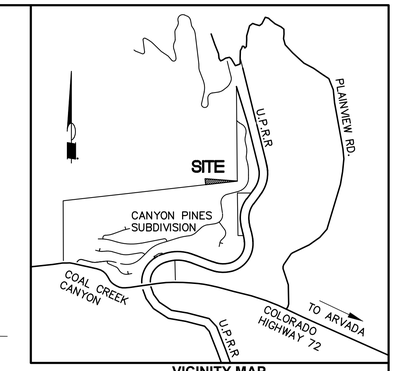
Nathan Laudick

3203 Hillside Dr.
Wheat Ridge, CO 80033
419-203-5000 ph
nathan@laudickeng.com

TRIANGLE ANNEXATION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 SECTION 12,
T2S R71W 6TH P.M. COUNTY OF JEFFERSON, STATE OF COLORADO





-VICINITY MAP-
SCALE: 1"=2000'

LEGEND

- BOUNDARY LINE
- ROW LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE
- SECTION CORNER
- AREA OF PREVIOUS ANNEXATION

LAND DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID SOUTHEAST CORNER OF SECTION 12, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY OF JEFFERSON CENTER ANNEXATION NO. 15, RECORDED AT REC. NO. F0682300, ORDINANCE NO. 3353, SAID POINT ALSO BEING A POINT ON THE NORTHERLY BOUNDARY OF CANYON PINES SUBDIVISION, A SUBDIVISION RECORDED AT REC. NO. 2017059646;

THENCE S 83°33'46" W ALONG SAID NORTHERLY BOUNDARY A DISTANCE OF 745.78 FEET;

THENCE N 06°26'14" W A DISTANCE OF 142.61 FEET;

THENCE S 85°36'41" E A DISTANCE OF 759.29 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 53,179 S.F. OR 1.2208 ACRES MORE OR LESS.

GENERAL NOTES:

1. THE LINEAL UNITS USED ON THIS MAP ARE U.S. SURVEY FEET. ALL BEARINGS SHOWN HEREON ARE IN DEGREES-MINUTES-SECONDS.

2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE AY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

3. BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 12 BEING S 83°33'46" W AND MONUMENTED AS FOLLOWS:

-SOUTH QUARTER CORNER OF SECTION 12, BEING A FOUND 3.25" ALUMINUM CAP, PLS 22564, PER MON. REC. DATED 12-1-1986.

-SOUTHEAST CORNER OF SECTION 12, BEING A FOUND 3.25" ALUMINUM CAP, PLS 14057, PER MON. REC. DATED 12-13-1985.

4. THIS MAP IS NOT A MONUMENTED LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT.

5. THE PURPOSE OF THIS MAP IS TO SHOW THE AREA TO BE ANNEXED INTO THE CITY OF ARVADA AND WAS CREATED WITHOUT THE BENEFIT OF A TITLE POLICY.

CONTIGUITY STATEMENT:

THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUES 1973, 31-12-104-(1) (a) THAT ONE-SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 1,647.68'

ONE-SIXTH OF THE TOTAL PERIMETER OF AREA = 274.61'

PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 745.78'

THE TOTAL CONTIGUOUS PERIMETER IS 45.26% WHICH EXCEEDS THE 1/6 (16.67%) AREA REQUIRED.

SURVEYOR'S STATEMENT:

THE CITY OF ARVADA IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE SURVEY DATA SHOWN HEREIN. THE CITY OF ARVADA'S REVIEW IS FOR GENERAL COMPLIANCE WITH ARVADA'S LAND DEVELOPMENT CODE. THE CITY OF ARVADA, THROUGH THE ACCEPTANCE OF THIS ANNEXATION MAP, ASSUMES NO RESPONSIBILITY FOR COMPLETENESS AND/OR ACCURACY OF THIS ANNEXATION MAP. THE ACCURACY OF SURVEY INFORMATION INCLUDING BOUNDARY INFORMATION, MONUMENTATION, LOT LINES, ETC IS THE SOLE RESPONSIBILITY OF THE LICENSED SURVEYOR NAMED HEREIN.

APPROVAL CERTIFICATE:

APPROVED FOR FILING BY THE CITY OF ARVADA THIS_____DAY OF

_____20____

_____ ATTEST _____
MAYOR CITY CLERK

ORDINANCE NUMBER_____

RECORDER'S CERTIFICATE:

_____
RECEPTION NUMBER

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF

JEFFERSON COUNTY AT GOLDEN COLORADO ON THIS _____DAY

OF_____

20_____AT_____O'CLOCK __M

_____
JEFFERSON COUNTY CLERK AND RECORDER

_____
DEPUTY CLERK

SURVEYOR' S CERTIFICATE:

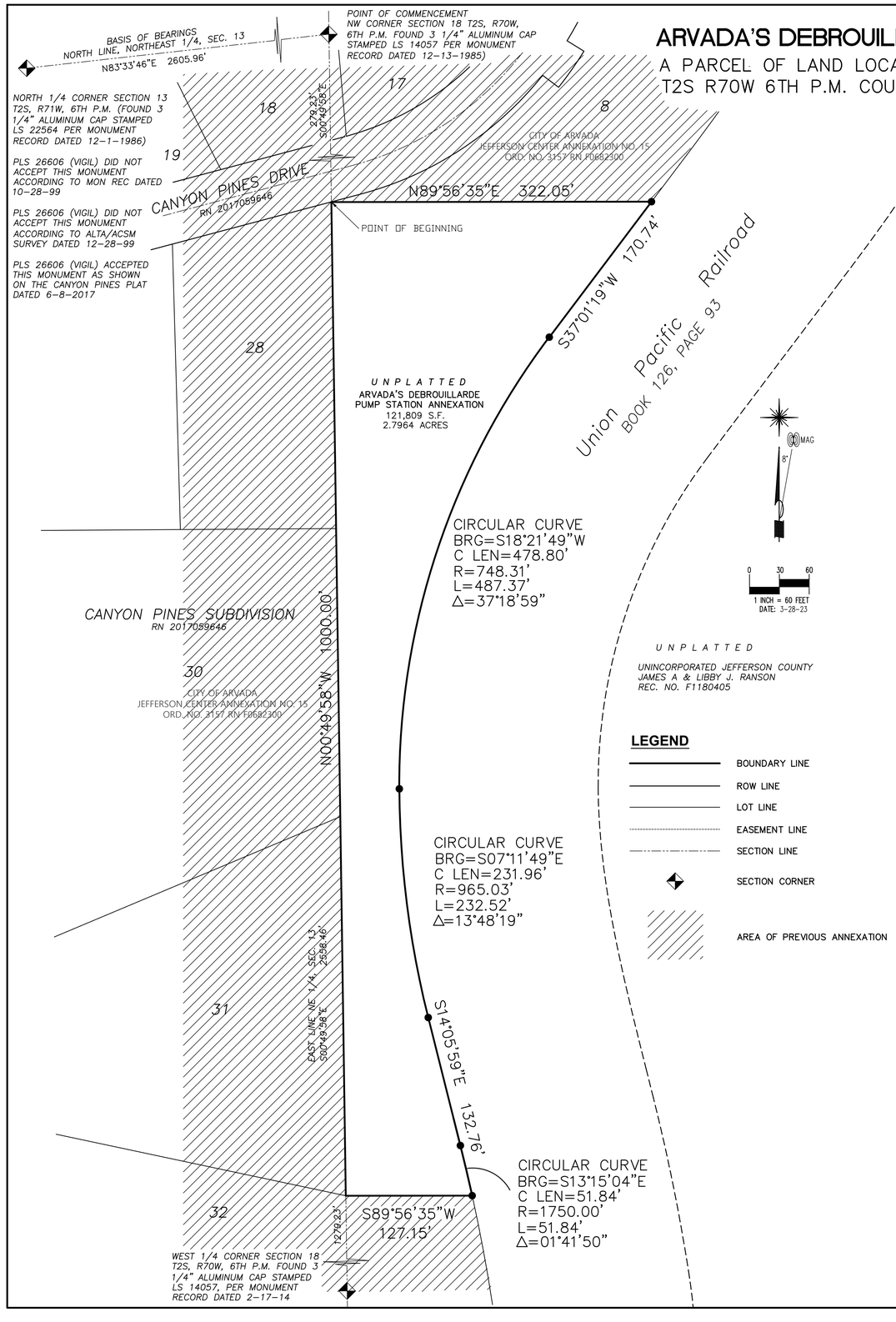
I, CHRISTOPHER H. McELVAIN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO , DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY DIRECT RESPONSIBILITY, SUPERVISION, AND CHECKING AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE AREA TO BE ANNEXED TO THE CITY OF ARVADA, COLORADO. THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUTES 1973 31-12-104 (1) (a) THAT ONE SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

_____
CHRISTOPHER H. McELVAIN
COLORADO P.L.S. 36561
FOR AND ON BEHALF OF SURVEY303, LLC.

SURVEY 303 LLC
LAND SURVEYING
5368 LYNN DR. ARVADA CO. 80002
303 514 3668 SURVEY303@AOL.COM

ARVADA'S DEBROUILLARDE PUMP STATION ANNEXATION

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 SECTION 18, T2S R70W 6TH P.M. COUNTY OF JEFFERSON, STATE OF COLORADO



LEGEND

- BOUNDARY LINE
- ROW LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE
- SECTION CORNER
- AREA OF PREVIOUS ANNEXATION

LAND DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 18;

THENCE S 00°49'58" E A DISTANCE OF 279.23 FEET TO A POINT ON THE EASTERLY BOUNDARY OF JEFFERSON CENTER ANNEXATION NO. 15, RECORDED AT REC. NO. F0682300, ORDINANCE NO. 3353, SAID POINT ALSO BEING A POINT ON THE EASTERLY BOUNDARY OF CANYON PINES SUBDIVISION, A SUBDIVISION RECORDED AT REC. NO. 2017059646 AND THE POINT OF BEGINNING;

THENCE N 89°56'35" E ALONG SAID EASTERLY BOUNDARY A DISTANCE OF 322.05 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1) S 37°01'19" W A DISTANCE OF 170.74 FEET;

2) ALONG A CURVE TO THE LEFT HAVING A CHORD OF S 18°21'49" W 478.80 FEET, A RADIUS OF 748.31 FEET, AN ARC OF 487.37 FEET, AND A DELTA OF 37°18'59";

3) ALONG A CURVE TO THE LEFT HAVING A CHORD OF S 07°11'49" E 231.96 FEET, A RADIUS OF 965.03 FEET, AN ARC OF 232.52 FEET, AND A DELTA OF 13°48'19";

4) S 14°05'59" E A DISTANCE OF 132.76 FEET;

5) ALONG A CURVE TO THE RIGHT HAVING A CHORD OF S 13°15'04" E 51.84 FEET, A RADIUS OF 1750.00 FEET, AN ARC OF 51.84 FEET, AND A DELTA OF 1°41'50" TO A POINT ON SAID EASTERLY BOUNDARY OF JEFFERSON CENTER ANNEXATION NO. 15, RECORDED AT REC. NO. F0682300, ORDINANCE NO. 3353

THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING TWO (2) COURSES:

1) S 89°56'35" W A DISTANCE OF 127.15 FEET;

2) N 00°49'58" W A DISTANCE OF 1000.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 121,809 S.F. OR 2.7964 ACRES MORE OR LESS.

GENERAL NOTES:

1. THE LINEAL UNITS USED ON THIS MAP ARE U.S. SURVEY FEET. ALL BEARINGS SHOWN HEREON ARE IN DEGREES-MINUTES-SECONDS.

2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE AY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

3. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 13 BEING S 83°33'46" W AND MONUMENTED AS FOLLOWS:

-NORTH QUARTER CORNER OF SECTION 13, BEING A FOUND 3.25" ALUMINUM CAP, PLS 22564, PER MON. REC. DATED 12-1-1986.

-NORTHWEST OF SECTION 18, BEING A FOUND 3.25" ALUMINUM CAP, PLS 14057, PER MON. REC. DATED 12-13-1985.

4. THIS MAP IS NOT A MONUMENTED LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT.

5. THE PURPOSE OF THIS MAP IS TO SHOW THE AREA TO BE ANNEXED INTO THE CITY OF ARVADA AND WAS CREATED WITHOUT THE BENEFIT OF A TITLE POLICY.

CONTIGUITY STATEMENT:

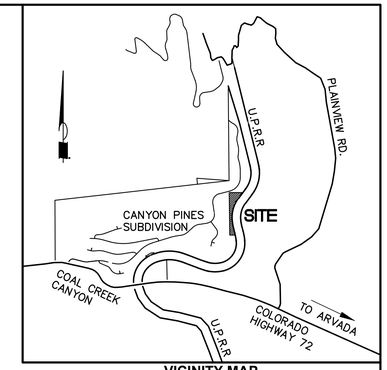
THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUES 1973, 31-12-104-(1) (a) THAT ONE-SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 2,524.43'

ONE-SIXTH OF THE TOTAL PERIMETER OF AREA = 420.74''

PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 1,449.20'

THE TOTAL CONTIGUOUS PERIMETER IS 57.4% WHICH EXCEEDS THE 1/6 (16.67%) AREA REQUIRED.



-VICINITY MAP-
SCALE: 1"=2000'

SURVEYOR'S STATEMENT:

THE CITY OF ARVADA IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE SURVEY DATA SHOWN HEREIN. THE CITY OF ARVADA'S REVIEW IS FOR GENERAL COMPLIANCE WITH ARVADA'S LAND DEVELOPMENT CODE. THE CITY OF ARVADA, THROUGH THE ACCEPTANCE OF THIS ANNEXATION MAP, ASSUMES NO RESPONSIBILITY FOR COMPLETENESS AND/OR ACCURACY OF THIS ANNEXATION MAP. THE ACCURACY OF SURVEY INFORMATION INCLUDING BOUNDARY INFORMATION, MONUMENTATION, LOT LINES, ETC IS THE SOLE RESPONSIBILITY OF THE LICENSED SURVEYOR NAMED HEREIN.

APPROVAL CERTIFICATE:

APPROVED FOR FILING BY THE CITY OF ARVADA THIS_____DAY OF

_____20_____

_____ ATTEST _____
MAYOR CITY CLERK

ORDINANCE NUMBER_____

RECORDER'S CERTIFICATE:

_____
RECEPTION NUMBER

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY AT GOLDEN COLORADO ON THIS _____DAY OF_____

20_____AT_____O'CLOCK __M

_____
JEFFERSON COUNTY CLERK AND RECORDER

_____
DEPUTY CLERK

SURVEYOR' S CERTIFICATE:

I, CHRISTOPHER H. McELVAIN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO , DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY DIRECT RESPONSIBILITY, SUPERVISION, AND CHECKING AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE AREA TO BE ANNEXED TO THE CITY OF ARVADA, COLORADO. THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUTES 1973 31-12-104 (1) (a) THAT ONE SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

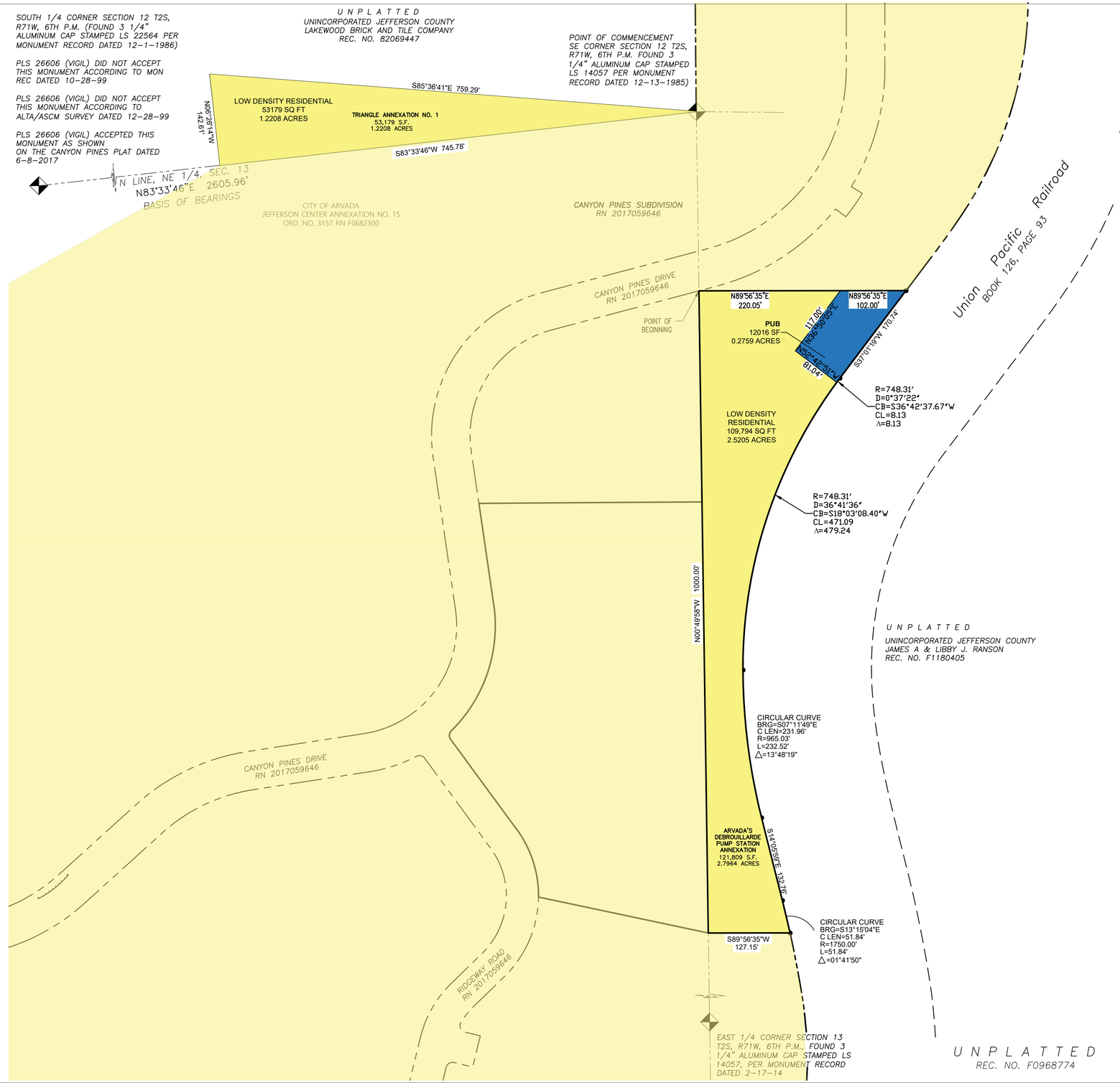
_____
CHRISTOPHER H. McELVAIN
COLORADO P.L.S. 36561
FOR AND ON BEHALF OF SURVEY303, LLC.

SURVEY 303 LLC
LAND SURVEYING
5368 LYNN DR. ARVADA CO. 80002
303 514 3668 SURVEY303@AOL.COM

CANYON PINES FILING NO. 2 COMPREHENSIVE PLAN AMENDMENT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 70 WEST, AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 5 OF 5



COMPREHENSIVE PLAN AMENDMENT AREA - PUB - PUBLIC/QUASI-PUBLIC

COMPREHENSIVE PLAN AMENDMENT AREA - LOW DENSITY RESIDENTIAL

EXISTING LOW DENSITY RESIDENTIAL DESIGNATION IN CURRENTY COMPREHENSIVE PLAN MAP

N
W E
S

80 0 40 80 160
ORIGINAL SCALE: 1"= 80' HORIZ.

SCALE - 1" = 80'

BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13, BEING S00°28'42"E, AND MONUMENTED AS SHOWN.

APPLICANT
SECTION 27, LLC
1480 HUMBOLDT ST.
DENVER, CO 80218

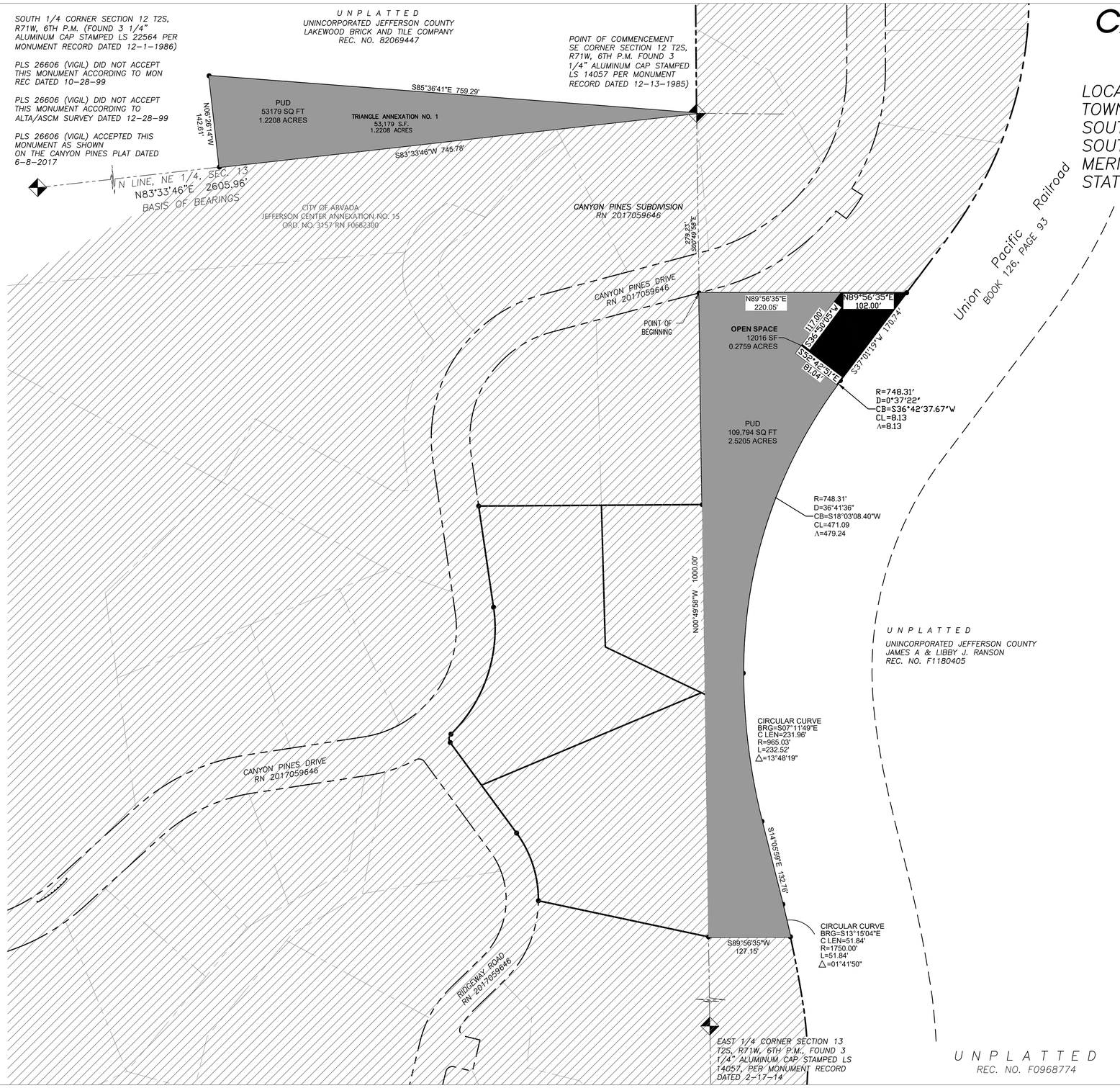
LAND PLANNER
LAUDICK & LAUDICK ENGINEERING, LLC
6324 XAVIER CT.
ARVADA, CO 80003

LAUDICK & LAUDICK
Civil Engineering Services

CANYON PINES FILING NO. 2
ZONING BOUNDARIES

LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 70 WEST, AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 4 OF 4



OPEN SPACE REZONING AREA

PUD REZONING AREAS

CANYON PINES SUBDIVISION
REC. # 2017059646

ALL EXISTING EASEMENTS UNDER REC. # 2017059646 UNLESS OTHERWISE NOTED.

N
W E
S

80 0 40 80 160
ORIGINAL SCALE: 1"= 80' HORIZ.

SCALE - 1" = 80'

BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13, BEING S00°28'42"E, AND MONUMENTED AS SHOWN.

APPLICANT
SECTION 27, LLC
1480 HUMBOLDT ST.
DENVER, CO 80218

LAND PLANNER
LAUDICK & LAUDICK
ENGINEERING, LLC
6324 XAVIER CT.
ARVADA, CO 80003

LAUDICK & LAUDICK
Civil Engineering Services

PUD PLAN
CANYON PINES FILING NO. 2
LOTS 1–5 (TRACT A ZONED OS)

NW¼, S18, T2S, R70W, & SE¼, S12 & NE¼, S13, & LOTS 30 AND 31,
CANYON PINES SUBDIVISION, T2S, R71W, 6PM
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 1 OF 9
COVER SHEET

LEGAL DESCRIPTION

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 70 WEST AND SOUTHEAST QUARTER OF SECTION 12, NORTHEAST QUARTER OF SECTION 13, TOGETHER WITH LOTS 30 & 31, CANYON PINES SUBDIVISION, TOWNSHIP 2 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 12, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY OF CANYON PINES FILING NO. 1, A SUBDIVISION RECORDED AT RECEPTION NO. 2017059646;

THENCE S 83°33'46" W ALONG SAID NORTHERLY BOUNDARY A DISTANCE OF 745.78 FEET;

THENCE N 06°26'14" W A DISTANCE OF 142.61 FEET;

THENCE S 85°36'41" E A DISTANCE OF 759.29 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 53,179 S.F. OR 1.2208 ACRES MORE OR LESS.

PARCEL 2

LOTS 30 AND 31, CANYON PINES SUBDIVISION, A SUBDIVISION RECORDED AT RECEPTION NO. 2017059646 LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, COMBINED WITH AN UNPLATTED PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, THE COMBINED BOUNDARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 18;

THENCE S 00°49'58" E A DISTANCE OF 279.23 FEET TO A POINT ON THE EASTERLY BOUNDARY OF CANYON PINES SUBDIVISION, A SUBDIVISION RECORDED AT RECEPTION NO. 2017059646 AND THE POINT OF BEGINNING;

THENCE N 89°56'35" E ALONG SAID EASTERLY BOUNDARY A DISTANCE OF 322.05 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1) S 37°01'19" W A DISTANCE OF 170.74 FEET;

2) ALONG A CURVE TO THE LEFT HAVING A CHORD OF S 18°21'49" W 478.80 FEET, A RADIUS OF 748.31 FEET, AN ARC OF 487.37 FEET, AND A DELTA OF 37°18'59";

3) ALONG A CURVE TO THE LEFT HAVING A CHORD OF S 07°11'49" E 231.96 FEET, A RADIUS OF 965.03 FEET, AN ARC OF 232.52 FEET, AND A DELTA OF 13°48'19";

4) S 14°05'59" E A DISTANCE OF 132.76 FEET;

5) ALONG A CURVE TO THE RIGHT HAVING A CHORD OF S 13°15'04" E 51.84 FEET, A RADIUS OF 1750.00 FEET, AN ARC OF 51.84 FEET, AND A DELTA OF 1°41'50" TO A POINT ON SAID EASTERLY BOUNDARY OF CANYON PINES SUBDIVISION;

THENCE S 89°56'35" W ALONG SAID EASTERLY BOUNDARY A DISTANCE OF 127.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 31;
THENCE ALONG THE SOUTHERLY, WESTERLY AND NORTHERLY BOUDARIES OF SAID LOTS 30 AND 31 THE FOLLOWING SEVEN (7) COURSES:

1) N 78°00'33" W A DISTANCE OF 270.15 FEET;

2) ALONG A CURVE TO THE LEFT HAVING A CHORD OF N 17°50'34" W 110.35 FEET, A RADIUS OF 175.00 FEET, AN ARC OF 112.27 FEET, AND A DELTA OF 36°45'22";

3) N 36°13'15" W A DISTANCE OF 174.33 FEET;

4) ALONG A CURVE TO THE RIGHT HAVING A CHORD OF N 04°35'11" E 13.07 FEET, A RADIUS OF 10.00 FEET, AN ARC OF 14.24 FEET, AND A DELTA OF 81°36'52";

5) ALONG A CURVE TO THE LEFT HAVING A CHORD OF N 18°31'32" E 207.89 FEET, A RADIUS OF 230.00 FEET, AN ARC OF 215.71 FEET, AND A DELTA OF 53°44'10";

6) N 08°20'33" W A DISTANCE OF 158.81 FEET;

7) N 89°37'39" E A DISTANCE OF 347.27 FEET TO A POINT ON SAID EASTERLY BOUNDARY OF CANYON PINES SUBDIVISION;

THENCE N 00°49'58" W ALONG SAID EASTERLY BOUNDARY A DISTANCE OF 328.58 FEET TO THE POINT OF BEGINNING.

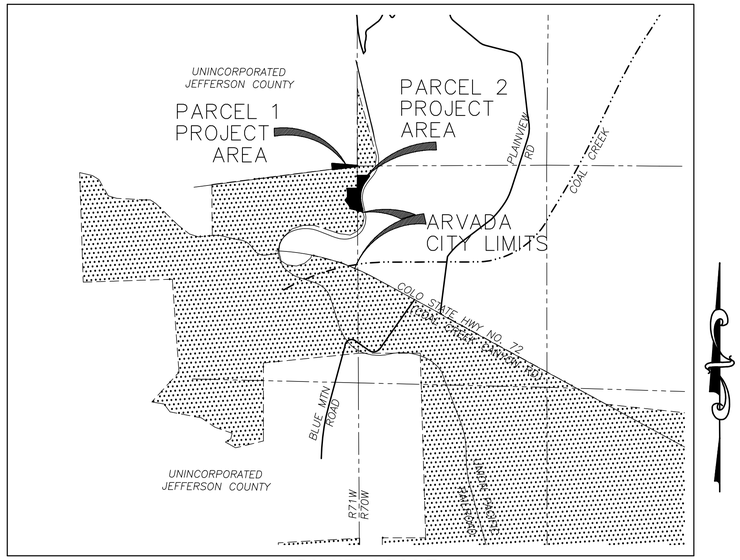
CONTAINING AN AREA OF 332,797 S.F. OR 7.6400 ACRES MORE OR LESS.

BENCHMARK

DESCRIPTION OF BENCHMARK IS A STANDARD DISK IN CONCRETE BASE STAMPED "6 265 1940" LOCATED 10.6 FEET EAST OF CENTERLINE OF RAILROAD TRACK, 180 FEET SOUTH OF MILE POST 24 AT NORTH END OF CUT. ELEVATION USED FOR AERIAL TOPO BY GLARSO-MURRY SURVEYS = 6752.89. ACTUAL LISTED ELEVATION = 6752.37 NAVD 1929 DATUM. N=748,104.31, E=2,064,011.08.

SHEET INDEX

1 COVER SHEET
2 NOTES/DESIGN STANDARDS
3 NOTES/DESIGN STANDARDS
4 COLOR AND MATERIAL PALETTE
5 LOT PLAN
6 SITE PLAN
7 BUILDING ENVELOPES
8 GRADING PLAN
9 UTILITY PLAN



VICINITY MAP
SCALE: 1"=2000'

ZONING

CURRENT ZONE: PARCEL #1 = A–1
PARCEL #2 = A–2
PARCEL #3 = PUD

SETBACK CHART

FRONT – 20'
SIDE – 10'
REAR – 20'

DEVELOPMENT STATISTICS

MINIMUM LOT SIZE	1.1759 ACRES
MAXIMUM LOT SIZE	2.6965 ACRES
AVERAGE LOT SIZE	1.7169 ACRES
MINIMUM LOT FRONTAGE	25 FEET
NUMBER OF LOTS	5
ACREAGE OF PROPOSED RESIDENTIAL LAND USES	8.5849 ACRES
DWELLING UNITS PER ACRE	0.5824
NUMBER OF DWELLING UNITS	5
TYPE OF DWELLING UNITS	SINGLE FAMILY DETACHED
MAXIMUM WALL HEIGHT OF BUILDINGS	38 FEET
NUMBER OF OFF-STREET PARKING SPACES	2 PER UNIT
TOTAL ACREAGE OF LAND DEDICATION	0.0000 ACRES
TOTAL ACREAGE OF PRIVATE OPEN SPACE	0.0000 ACRES
DWELLING UNIT DENSITY OF ADJACENT SUBDIVISIONS	MIN. 1 DU/ACRE
MAXIMUM LOT COVERAGE	30%
TOTAL ACREAGE OF PROPOSED DEVELOPMENT	8.5849 ACRES

DEVELOPMENT REQUIREMENTS	LOT#
MUTED AND EARTH TONES	ALL (RE: DESIGN STANDARDS)
PREDOMINATELY NATIVE VEGETATION	ALL (RE: DESIGN STANDARDS)
LIMITED PRIVACY FENCING	ALL (RE: FENCING DESIGN STANDARDS)
TREE REQUIREMENT OF 10 TREES (MIN 10' HT.)	1–3
BACKDROP TREE SCREENING REQUIREMENT SIX TREES (MIN 10' HT.)	1
LOW PRESSURE PRIVATE SEWER SERVICE	2–3
STRUCTURE HEIGHT LIMITS (NO MORE THAN 15' ABOVE RIDGELINE AS SHOWN ON SHEET 2)	LOT 5 (PREVIOUSLY LOT 31)
DEEPER EARTH TONES	1–3

NOTE:
SOME HOUSES MAY REQUIRE BOOSTER PUMPS. REFER TO THE UTILITY NOTES ON SHEET 2.

LAND USE CHART

DESCRIPTION	AREA	% OF TOTAL SITE
LOTS	8.5849 A.C.	100.00
PRIVATE OPEN SPACE	0.00 A.C.	0.00
TOTAL	8.5849 A.C.	100.00

NOTES: 1.) ALL TRACTS ARE PRIVATE OPEN SPACE AND ARE FURTHER DEFINED AS SERVING THE FOLLOWING PURPOSES:

A) TRACT A WILL BE DEDICATED TO THE CITY OF ARVADA AND BE USED AS A PUMP STATION.

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LAND PLANNER
LAUDICK & LAUDICK ENGINEERING, LLC
3203 HILLSIDE DR.
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LAUDICK & LAUDICK
Civil Engineering Services

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PUD PLAN
CANYON PINES FILING NO. 2
LOTS 1-5 (TRACT A ZONED OS)

NW¼, S18, T2S, R70W, & SE¼, S12 & NE¼, S13, & LOTS 30 AND 31, CANYON PINES SUBDIVISION, T2S, R71W, 6PM
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 2 OF 9
NOTES & DESIGN STANDARDS

DESIGN STANDARDS:

PERMITTED USE: SINGLE FAMILY DETACHED RESIDENTIAL UNITS. TEMPORARY CONSTRUCTION TRAILERS AND SALES OFFICES. SUCH CONSTRUCTION TRAILERS AND SALES OFFICES SHALL BE REMOVED WITHIN 30 DAYS OF THE LAST SALE OF UNITS.

SITE INTEGRATION: HOME AND SITE IMPROVEMENTS SHOULD BE INTEGRATED THROUGH THEIR LOCATION AND DESIGN WITH THE EXISTING NATURAL CHARACTERISTICS OF THE SITE. HOMES SHOULD BE SITED TO TAKE ADVANTAGE OF EXISTING VIEWS AND MICRO-CLIMATIC CONDITIONS WHILE RESPECTING EXISTING TERRAIN AND VEGETATION. ALL SITE IMPROVEMENTS SHOULD BE DESIGNED TO MINIMIZE THE EXTENT OF GRADING REQUIRED. TECHNIQUES FOR DOING THIS INCLUDE STEPPING BUILDINGS DOWN SLOPES, PROVIDING ACCESS ALONG CONTOUR LINES INSTEAD OF DOWN THEM, AND USING LOW RETAINING WALLS WHERE NECESSARY. LOW RETAINING WALLS, WHERE REQUIRED, SHALL BE 4 (FOUR) FEET IN HEIGHT OR AS APPROVED BY THE CITY OF ARVADA.

DEFENSIBLE FIRE SPACE: SHALL BE CREATED AND MAINTAINED AROUND EACH BUILDING ON EACH PROPERTY, AND MAINTAINED TO MEET THE RECOMMENDATIONS CREATED BY JEFFERSON COUNTY PER REQUESTS OF THE COAL CREEK CANYON FIRE PROTECTION DEPT.

HOMEOWNER'S ASSOCIATION: SHALL BE ESTABLISHED TO PROVIDE MAINTENANCE OF ALL COMMON AREAS NOT DEDICATED TO A PUBLIC ENTITY AND THE HOMEOWNER'S ASSOCIATION SHALL CREATE DESIGN GUIDELINES TO BE INCLUDED AS PART OF THE COVENANTS AND RESTRICTIONS.

GRADING: ALL SITE IMPROVEMENTS SHOULD BE DESIGNED TO MINIMIZE THE EXTENT OF GRADING REQUIRED. IN ADDITION TO MINIMIZING THE EXTENT OF DISTURBED LAND, DISRUPTION TO EXISTING DRAINAGE COURSES SHOULD BE MINIMAL. WHERE DISRUPTION OR REALIGNMENT MUST OCCUR, RECONSTRUCTION SHOULD OCCUR IN A NATURALIZED MANNER ALLOWING WATER TO PERCOLATE AND FLOW IN A NON-DESTRUCTIVE COURSE. PROPER TECHNIQUES FOR CONTROLLING EROSION WITHIN THE SITE AND ONTO OTHER SITES MAY INCLUDE SEDIMENTATION BASINS, FILTRATION MATERIALS SUCH AS HAY BALES OR PERMEABLE GEOTEXTILES, AND SLOPE STABILIZATION FABRICS AND TACKIFIERS. APPROPRIATE PERMANENT EROSION CONTROL MUST BE INSTALLED DURING CONSTRUCTION. PROPER REVEGETATION OF DISTURBED AREAS SHALL BEGIN AS QUICKLY AS POSSIBLE AFTER SOIL DISRUPTION AND SHOULD BE WELL ESTABLISHED WITHIN ONE YEAR AFTER DISTURBANCE. MAXIMUM SLOPES FOR CUT & FILL SHALL BE NO GREATER THAN 2:1 (H:V) BASED ON GEOTECHNICAL REPORT. RECOMMENDATIONS OF THE GEOTECHNICAL REPORT SHALL BE FOLLOWED FOR ALL CUT AND FILL AREAS AND WHERE EXISTING SOIL STABILITY IS REQUIRED. NO BUILDING CONSTRUCTION MAY OCCUR IN AREAS WHERE SLOPES ARE OVER 30% PER THE LAND DEVELOPMENT CODE.

ARCHITECTURE: COMMON ARCHITECTURAL ELEMENTS THROUGHOUT THE PROJECT SHALL BE NATURAL EARTH TONE COLORS. NOT MORE THAN TWO ADJACENT BUILDINGS MAY BE THE SAME ARCHITECTURAL PLAN. NATURAL MATERIALS SHALL BE USED FOR AT LEAST 15% OF EACH FACADE OF THE BUILDINGS AS DESIGNED. ADDITIONS SUCH AS PORCHES AND DECKS SHALL USE THE SAME OR SIMILAR MATERIALS, COLORS AND ARCHITECTURAL ELEMENTS TO CREATE A VISUAL INTEREST IN THE BUILDING. BUILDING ARCHITECTURE SHALL COMPLY WITH STANDARDS IN AFFECT AT THE TIME OF THE BUILDING PERMIT.

BUILDING HEIGHT: MAXIMUM BUILDING HEIGHT SHALL BE 38 (THIRTY EIGHT) FEET AS DEFINED BY THE 'BUILDING HEIGHT MEASUREMENT DIAGRAM' SHOWN IN THE L.D.C. A STORY SHALL MEAN THE HEIGHT BETWEEN A FLOOR AND THE FLOOR OR ROOF EAVE ABOVE AND SHALL NOT BE GREATER THAN 16'. ARCHITECTURAL FEATURES SUCH AS VAULTED ENTRIES SHALL NOT BE LIMITED BY THE DEFINITION OF A STORY. BASEMENT WALL PLANES EXPOSED MORE THAN HALF ABOVE GRADE SHALL BE CONSIDERED A STORY. LOT 5 SHALL COMPLY WITH THE 15' ABOVE RIDGE LINE PROTECTION RESTRICTIONS LISTED IN THIS F.D.P.

BUILDING ENVELOPE: HOMES, GARAGES, AND ACCESSORY STRUCTURES SHALL BE CONSTRUCTED WITHIN THE BUILDING ENVELOPE DESIGNATED FOR EACH LOT.

BUILDING COLORS AND MATERIALS: SHALL BE IN CONFORMANCE WITH THE HOME OWNER'S ASSOCIATION APPROVED COLOR PALETTE FOR ALL LOTS. SPECIFIC LOTS SHALL BE RESTRICTED TO DEEPER EARTH TONES PER THE DEVELOPMENT REQUIREMENTS ON THE COVER OF THIS PLAN SET. SEE THE NEXT SHEET FOR THE APPROVED COLOR AND MATERIAL PALETTE.

ROOFING MATERIALS: SHALL BE FIRE-RESISTIVE MATERIALS (CLASS C OR BETTER RATING). SHAKE SHINGLES ARE PROHIBITED.

MAILBOXES: SHALL BE CLUSTERED IN SMALL GROUPINGS AND SHALL BE INTEGRATED INTO A MASONRY, STONE OR WOODEN STRUCTURE. MAILBOXES ON METAL POLES ARE NOT PERMITTED. EACH MAILBOX INSTALLATION SHALL CONFORM TO CURRENT UNITED STATES POSTAL SERVICE STANDARDS. MAILBOXES ARE IN DESIGNATED AREAS IN FILING NO. 1.

TREE PRESERVATION: IT IS THE DEVELOPER'S INTENT TO PRESERVE AS MANY EXISTING TREES AS PRACTICAL IN ORDER TO RETAIN THE "CANYON PINES" FEELING. ALL TREES THAT DO NOT DIMINISH THE UTILITY OF ANY OR ALL RIGHTS OF WAY OR EASEMENTS MAY REMAIN. NO REPLACEMENT WILL BE REQUIRED FOR TREES REMOVED WITHIN LOT LINES. TO SATISFY THE COAL CREEK FIRE PROTECTION DISTRICTS' REQUIREMENTS FOR "DEFENSIBLE FIRE SPACE", WHICH PLAN WILL BE SUPERVISED AND APPROVED ON A LOT BY LOT BASIS DURING EACH HOME'S CONSTRUCTION BY THE COAL CREEK CANYON FIRE DEPARTMENT FIRE MARSHALL. THE FIRE MARSHALL SHALL INSPECT FOR DEFENSIBLE FIRE SPACE COMPLIANCE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

TREES & SCREENING: SHALL BE REQUIRED FOR SPECIFIC LOTS PER THE CHART LISTED ON THE COVER OF THESE PLANS. FOR ADDITIONAL REQUIRMENTS PLEASE REFER TO THE 'DEVELOPMENT REQUIREMENTS FOR TREES' IN THIS PLAN SET AND THE CANYON PINES LANDSCAPE CONSTRUCTION PLANS.

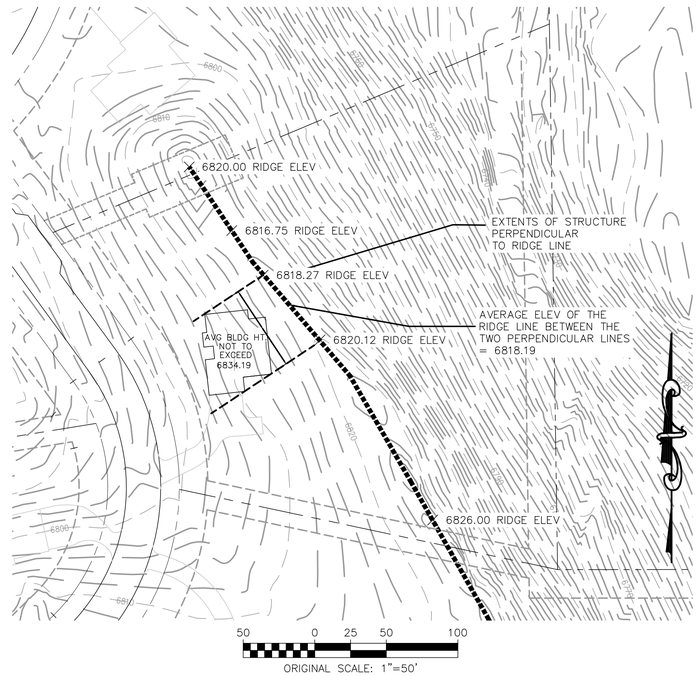
INDIVIDUAL LOT LANDSCAPING: SHALL INCLUDE THE USE OF NATIVE PLANT SPECIES, LOW WATER USE PLANTS AND FIRE WISE PLANTS (PLEASE REFER TO THE CANYON PINES PLANT LIST ON SHEET L1 OF THE LANDSCAPE PLANS). COOL SEASON GRASS LAWNS ARE NOT PERMITTED. LIMITED AREAS OF WARM SEASON GRASS LAWNS, SUCH AS BUFFALO GRASS, ARE PERMITTED AND SHALL NOT EXCEED 1,600 SQ. FT. IN AREA.

FENCING: FENCING IS ALLOWED PER THE 'FENCING DESIGN STANDARDS' LISTED IN THIS PLAN. PROJECT PERIMETER FENCING IS NOT PERMITTED. THE USE OF WILDLIFE SAFE FENCING IS ENCOURAGED (WILDLIFE SAFE FENCING AS DEFINED BY THE COLORADO DEPT. OF WILDLIFE AND/OR OR THE JACKSON HOLE WILDLIFE FOUNDATION.)

PROJECT LANDSCAPING: FOR MORE DETAILED INFORMATION ABOUT PROJECT AND SITE DEVELOPMENT, REFER TO THE CANYON PINES LANDSCAPE CONSTRUCTION DOCUMENTS.

LOT 5 STRUCTURE HEIGHT LIMITATIONS ALONG RIDGELINE

RE: 'DEVELOPMENT REQUIREMENTS' CHART ON THE COVER SHEET FOR AFFECTED LOTS



NOTES:

1. LOTS WITH STRUCTURE HEIGHT LIMITATIONS PER THE DEVELOPMENT REQUIREMENTS CHART SHALL MEET THE CRITERIA OUTLINED IN THIS DIAGRAM.
2. THE PRELIMINARY SITE PLAN REQUIRES THE SITING OF DWELLING UNITS ON RIDGELINES SO THAT BUILDING ARE OFF-SET TO ENSURE THAT THE MAXIMUM HEIGHT OF THE STRUCTURE IS NOT MORE THAN 15 FEET ABOVE ANY SUCH RIDGELINE. THIS CONDITION MAY BE WAIVED AT THE TIME A BUILDING PERMIT IF EXISTING ON-LOT VEGETATION IS MAINTAINED TO PROVIDE A CONTINUOUS SCREEN OR BACKDROP FOR THE DWELLING.
3. THE HOMEOWNER WILL BE REQUIRED TO SUBMIT JUSTIFICATION AT THE TIME OF BUILDING PERMIT IF ANY WAIVER OF THIS REQUIREMENT IS INTENDED.
4. THE DETERMINATION OF STRUCTURE HEIGHT SHALL BE BASED ON AN AVERAGE ELEVATION OF THE RIDGELINE THAT FALLS BETWEEN TWO PERPENDICULAR LINES EXTENDING FROM THE CORNERS OF THE STRUCTURE.
5. HOMEOWNERS SHALL PROVIDE PROOF OF COMPLIANCE WITH THIS CRITERIA AT THE TIME A BUILDING PERMIT APPLICATION IS SUBMITTED BY PROVIDING SITE PLANS, FLOOR PLANS AND BUILDING ELEVATIONS.
6. REFER TO BUILDING HEIGHT MEASUREMENT DIAGRAM ON SHEET 3

UTILITY NOTES:

1. ALL UTILITIES, ABOVE & BELOW GRADE (CENTURYLINK, UNITED POWER, XCEL ENERGY, COMCAST), SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANIES, AND THE RELOCATION OF THESE UTILITIES SHALL COINCIDE WITH ON-SITE CONSTRUCTION ACTIVITIES.
2. POWER, TELECOMMUNICATIONS & GAS UTILITIES SHALL BE INSTALLED BELOW GRADE.
3. ALL SEWER LINE SHOWN IN RIGHT-OF-WAY 8 (EIGHT) INCHES IN DIAMETER OR GREATER, SHALL BE MAINTAINED BY THE CITY OF ARVADA. SEWER LINES LESS THEN 8 (EIGHT) INCHES IN DIAMETER SHALL BE MAINTAINED BY THE CANYON PINES METROPOLITAN DISTRICT / HOA.
4. ALL WATER SERVICES FROM THE MAIN TO THE HOUSE SHALL BE COPPER PIPE. IN AREAS WHERE THE MAIN DISTRIBUTION WATER LINE PRESSURE EXCEEDS 130 PSI (POUNDS PER SQUARE INCH), PRESSURE REDUCING VALVES SHALL BE INSTALLED UPSTREAM OF WATER METER AND AS THE RESPONSIBILITY OF THE DEVELOPER OF EACH LOT.
5. INDIVIDUAL, IN-HOUSE BOOSTER PUMP MAY BE REQUIRED FOR LOT 3 AND WILL BE THE RESPONSIBILITY OF THE HOME BUILDER/OWNER TO PROVIDE THE MINIMUM WATER PRESSURES TO THE UPPER STORIES OF THE BUILDING.
6. ALL HOUSES ARE TO HAVE PRESSURE REDUCING VALVES. ADDITIONAL VALVES ARE REQUIRED IN METER PITS BY NOTE 4.
7. LOT NUMBERS SHOWN WITHOUT BOX "3" INDICATE THAT LOT SHALL HAVE 4" GRAVITY SANITARY SEWER SERVICE TO SEWER MAIN. LOT NUMBERS SHOWN WITH BOX " 77 " INDICATE THAT LOT REQUIRES A 2" LOW PRESSURE PRIVATE SANITARY SEWER SERVICE TO SEWER MAIN.

GENERAL PLAN NOTES:

1. HOUSE & DRIVEWAY LOCATIONS ARE SHOWN ON PLANS FOR ILLUSTRATIVE PURPOSES ONLY. FINAL LOCATIONS TO BE DETERMINED ON A LOT BY LOT BASIS. LOT OWNER MUST SUBMIT PLANS FOR REVIEW SHOWING THE LOCATION AND GRADING OF BUILDINGS AND DRIVEWAYS. DRIVEWAY GRADING/LOCATION SHALL BE APPROVED BY THE CITY ENGINEER.
2. INDIVIDUAL LOTS MUST SUBMIT A LANDSCAPE PLAN FOR REVIEW AT TIME OF BUILDING PERMIT APPLICATION. THE LANDSCAPE PLAN SHALL BE APPROVED BY THE CITY LANDSCAPE ARCHITECT.
3. EMERGENCY ACCESS ROAD & PRIVATE OPEN SPACE WILL BE MAINTAINED BY THE CANYON PINES METROPOLITAN DISTRICT / HOA.

FIRE PROTECTION:

1. ACCESS TO PRIVATE LOTS SHALL BE CONSTRUCTED PER COAL CREEK CANYON FIRE PROTECTION DISTRICT REQUIREMENTS.
2. HOME BUILDERS ARE REQUIRED TO SUBMIT SITE PLANS SHOWING FINAL ACCESS TO EACH LOT FOR REVIEW BY THE CITY OF ARVADA. PLANS TO INCLUDE: DRIVEWAY ALIGNMENT, GRADING, WALLS AND EASEMENTS INCLUDING ACCESS EASEMENTS IF NEEDED.

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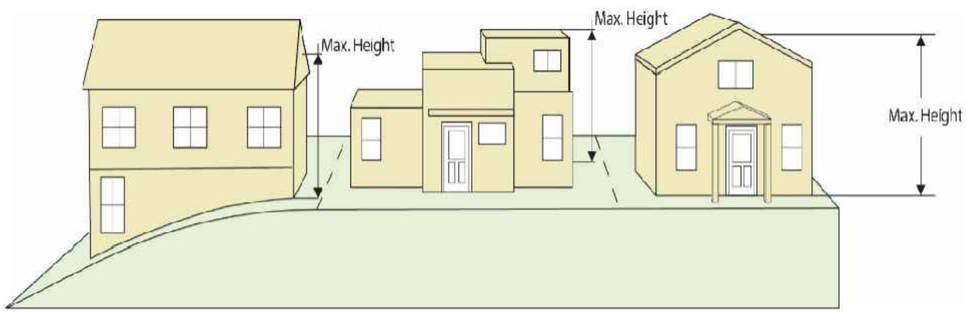
LAUDICK & LAUDICK
Civil Engineering Services

PUD PLAN
CANYON PINES FILING NO. 2
LOTS 1–5 (TRACT A ZONED OS)

NW¼, S18, T2S, R70W, & SE¼, S12 & NE¼, S13, & LOTS 30 AND 31, CANYON PINES SUBDIVISION, T2S, R71W, 6PM
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO SHEET 3 OF 9
NOTES & DESIGN STANDARDS

BUILDING HEIGHT MEASUREMENT DIAGRAM

PER LDC 11–1–1–2H HEIGHT, DIAGRAM 1



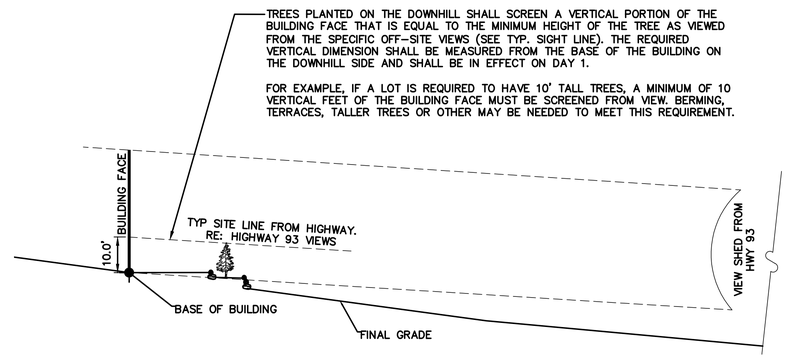
N.T.S.

DEVELOPMENT REQUIREMENTS FOR ADDITIONAL TREES

THE 'DEVELOPMENT REQUIREMENTS' CHART ON THE COVER SHEET FOR THE MINIMUM TREE REQUIREMENTS APPLIES TO LOTS DESCRIBED AS.

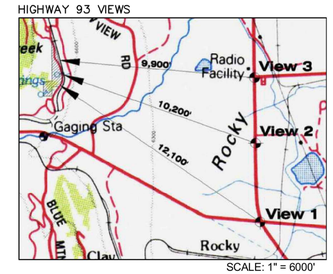
TREE REQUIREMENT OF 10 TREES (MIN 10' HT.)	LOT# 1–3
BACKDROP TREE SCREENING REQUIREMENT SIX TREES (MIN 10' HT.)	LOT# 1

1. HOME BUILDERS ARE REQUIRED TO SUBMIT A SITE PLAN SHOWING HOW TREE REQUIREMENTS ARE BEING MET.
2. THE INTENT FROM THE PSP WAS TO ESTABLISH A VEGETATIVE SCREEN THAT MINIMIZES THE VISUAL IMPACT OF HOUSES FROM SPECIFIC OFF–SITE VIEWS.
3. REFER TO THE LANDSCAPE CONSTRUCTION PLANS FOR A SCHEMATIC LAYOUT OF SCREENING.
4. TREES FOR SCREENING THAT ARE LOCATED DOWNHILL SHALL MEET THE REQUIREMENTS PROVIDED IN THE EXAMPLE BELOW.



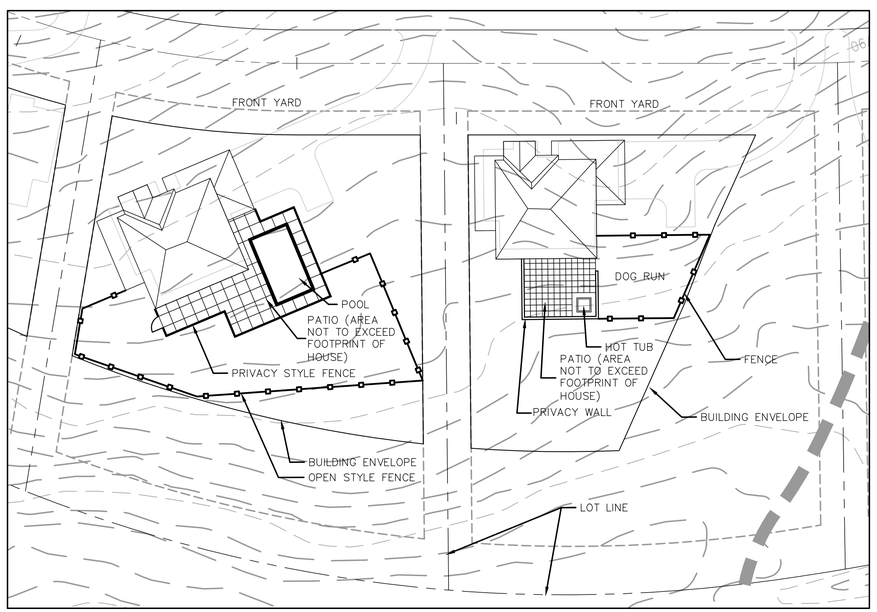
SCALE: 1" = 30'

HIGHWAY 93 VIEWS



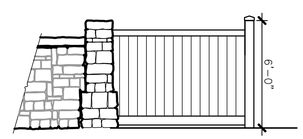
SCALE: 1" = 6000'

FENCING DESIGN STANDARDS



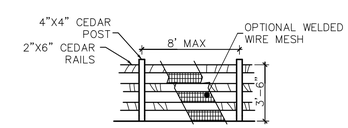
TYPICAL LOT FENCING
PLAN
SCALE: 1" = 30'

ELEVATION



TYPICAL PRIVACY FENCE OR WALL
ELEVATION SCALE: 1/4" = 1'

TYPICAL OPEN STYLE FENCE
ELEVATION SCALE: 1/4" = 1'



DOG RUN / GARDEN FENCE
ELEVATION SCALE: 1/4" = 1'

FENCING NOTES:

GENERAL
1. CHAIN LINK AND WHITE VINYL FENCING ARE NOT ALLOWED WITHIN CANYON PINES.
2. HOA WILL BE RESPONSIBLE FOR REGULATING ITEMS OUTSIDE THE CITY OF ARVADA'S AUTHORITY.

PRIVACY FENCE
1. PRIVACY FENCES AND/OR WALLS ARE LIMITED TO AREAS DIRECTLY ADJACENT (CONNECTED) TO THE HOUSE AND SHALL ONLY BE ALLOWED TO ENCLOSE SWIMMING POOLS, HOT TUBS, AND PATIOS AS SHOWN IN THE TYPICAL LOT FENCING PLAN VIEW. PRIVACY FENCES MAY ONLY ENCLOSE AN AREA EQUIVALENT TO 100% OF HOUSE FOOTPRINT. ANY DEVIATION FROM THIS STANDARD SHALL REQUIRE AN APPROVED VARIANCE BY THE HOA.
2. PRIVACY FENCES AND WALLS MAY NOT EXCEED 6' IN HEIGHT.
3. MATERIALS AND STYLES SHALL BE COMPLEMENTARY TO THE EXTERIOR HOUSE MATERIALS AND COLORS.

OPEN STYLE FENCE
1. IN GENERAL, OPEN STYLE FENCING SHALL BE LIMITED TO THE SIZE & EXTENTS OF THE BUILDING ENVELOPE AND SHALL NOT EXCEED 42" IN HEIGHT. OPEN STYLE FENCING MUST BE LOCATED WITHIN THE BUILDING ENVELOPE.
2. MATERIALS AND STYLES SHALL BE COMPLEMENTARY TO THE EXTERIOR HOUSE MATERIALS AND COLORS.
3. REQUIRED TO MEET THE RECOMMENDATIONS OF THE COLORADO DIVISION OF PARK OF WILDLIFE FOR WILDLIFE FRIENDLY FENCING, MORE SPECIFICALLY DISCUSSED IN THE FENCING WITH WILDLIFE IN MIND BROCHURE.

DOG RUNS
1. DOG RUNS ARE NOT ALLOWED IN FRONT YARDS.
2. FENCING FOR DOG RUNS SHALL NOT EXCEED 6' IN HEIGHT AND A TOTAL AREA OF 10,000 SF.
3. IN GENERAL, ENCLOSURES SHOULD BE LOCATED WITHIN THE BUILDING ENVELOPE.
4. ONE SIDE OF THE ENCLOSURE SHALL ABUT THE SIDE OF THE HOUSE A MINIMUM OF 4–FT AND MAXIMUM OF 20–FT.

WILD LIFE FRIENDLY FENCING IS RECOMMENDED.
PERIMETER FENCING IS OWNED BY OTHERS.

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LAUDICK & LAUDICK
Civil Engineering Services

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VIEW 1 - SIMULATION OF PROPOSED (with trees added)
View of Canyon Pines from intersection of HWY 93 and HWY 72

View of Canyon Pines from intersection of HWY 93 and HWY 72

www.GDArch.space

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80007-6999
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No.	Description	Date

Canyon Pines

VIEW 1

Project Number	2023.2
Date	Sept. 18, 2023
Drawn By	NR
Checked By	GD

A1.0

Scale

9/18/2023 1:48:05 PM

VIEW 2 - SIMULATION OF PROPOSED (with trees added)
View of Canyon Pines from midpoint between HWY 72 and 104th Ave. along HWY 93

View of Canyon Pines from midpoint between HWY 72 and 104th Ave. along HWY 93

www.GDArch.space

16821 W 94TH PLACE
ARVADA, COLORADO
80007-6999
Contact: Gage Duran AIA
M: (562) 852-4664
g@GDArch.space

No.	Description	Date

Canyon Pines

VIEW 2

Project Number	2023.2
Date	Sept. 18, 2023
Drawn By	NR
Checked By	GD

A1.1

Scale

9/18/2023 1:48:07 PM

VIEW 3 - SIMULATION OF PROPOSED (with trees added)
View of Canyon Pines from intersection of HWY 93 and 104th Ave.

View of Canyon Pines from intersection of HWY 93 and 104th Ave.

www.GDArch.space

16821 W 94TH PLACE
ARVADA, COLORADO
80007-6999
Contact: Gage Duran AIA
M: (562) 852-4664
g@GDArch.space

No.	Description	Date

Canyon Pines

VIEW 3

Project Number	2023.2
Date	Sept. 18, 2023
Drawn By	NR
Checked By	GD

A1.2

Scale

9/18/2023 1:48:08 PM

COLOR AND MATERIAL PALETTE

MUTED AND EARTH TONES

E8DBC6	E5D7C3	E0D3BE	DDCFBB	D9CCB9	D6C7B5	D2C3B0	CEBFAD	CBBCAA	C7B8A8	C9B5A2	C7B3A1	C4B3A1	C1B1A1	BDAE9E	BBAD9D	B8AB9D	B6AA9C	B4A99B	AFA699	CDC9BF	CAC6BB	C8C4BA	C5C1B6	C2BDB3	C0BBB2	BEB9B0	BCB6AD	B9B4AC	B6B1A8	B4B3AE	B1B0AA	B7B3AE	AEACA7	A9AAA5	AAA8A5	A7A6A1	A5A4A0	A3A29F	A09F9C
E4D3BB	E0CFB7	DACAB1	D6C5AE	D1C1AA	CEBCA6	C9B6A0	C4B29D	C0AE99	BCAA96	BFA68F	BCA48F	B8A38E	B5A18E	B09D8B	AD9D8A	AA9B89	A79988	A59887	9F9585	C2BEB2	BFBAAE	BDB8AC	B9B4A8	B6B0A4	B3ADA2	B2ACA0	AEA79C	ABA59B	A8A197	A5A49E	A1A09A	A9A49E	9E9C96	989993	999793	95948F	93928D	90908C	8D8C88
DFCCAF	DAC7AB	D4C1A4	CFBCA0	CAB79C	C6B197	BFAA90	BAA58D	B6A188	B19C85	B4977D	B0957C	AD947B	A9927B	A38D78	A08C76	9C8A76	998874	958773	8F8371	B8B3A5	B4AFA0	B2AC9E	AEA899	AAA395	A7A093	A59E91	A1998C	9E968A	999285	96948D	929089	9A948D	8D8B84	878881	888681	84827C	81807A	7E7D79	797875
DAC4A3	D4BE9E	CEB898	C8B293	C2AC8D	BDA588	B79F82	B1997D	AB9377	A58D72	AA896A	A58669	A08468	9B8167	967E66	907C65	8B7964	867663	817462	7C7161	AEA897	AAA493	A6A08F	A29B8B	9E9787	9B9384	978F80	938A7C	8F8678	8B8274	86847C	838179	8B847C	7C7A73	757670	75736E	71706B	6E6D68	6A6965	676662
CDAF82	C7AA7F	C0A379	BA9D76	B49973	AF926E	A88B68	A28665	9E8161	967D60	997758	947559	8F7459	8A725A	826D59	7E6C58	7A6A58	766857	726756	6B6254	9C9581	98917C	958E7B	918976	8D8571	898170	877E6E	82796A	7E766A	7A7266	76756D	727069	7B746D	6D6B65	666761	676661	63625D	61605B	5D5D5A	595855
BF995F	B9955F	B18F5A	AB8959	A48558	9E7E57	947855	8D7355	876F53	806B52	83664B	7F654C	7A634D	76624D	705E4C	6C5D4B	685B4C	65594B	62584A	5C5448	89816C	857D68	817B68	7D7664	797261	766E60	746C5F	6F685B	6C665A	686257	65645E	61605A	69645D	5D5C56	585953	595753	555450	53524E	504F4D	4C4B49
C8C9C6	C6C7C4	C2C4C1	C2C6C6	C0C2C0	BDBEBE	C5C1BD	B9BCBC	B7BABA	B5B8B9	ABB4B4	A9B2B3	A6B1B2	99ABB2	A5AEB0	A4ADB1	99A6A6	A2ABB0	9FA9AF	9FA8AF	ADB8B0	B0B5B0	AFB6AF	AFB4AE	ACB2AA	ACB3A9	A9B0A5	A8B0A2	A8B0A2	B4B5A6		8AA58B	9FAB9E	9BA89A	95A395	899C8B	849888	779481	6F937E	68907B
BDBEBA	BBBCB8	B6B8B5	B5BBBB	B3B6B3	B0B1B1	B9B5B0	ABAEAE	A9ACAD	A6AAAC	9AA5A5	98A3A3	95A1A3	859AA3	939EA1	929DA2	849494	8F9AA0	8C989F	8C979F	9DAAA0	A0A6A0	A0A7A0	9FA59E	9CA299	9BA398	98A193	97A08F	96A08F	A5A695		739374	8C9A8A	879686	809180	728875	6C8271	607B69	597665	527261
B2B3AF	AFB1AC	A9ACA9	A9B0B0	A6AAA6	A3A4A4	ADA9A3	9DA1A1	9B9E9F	989C9E	899696	869394	839193	718A94	808D91	7F8D92	718282	7D8990	79868F	79868F	8C9B90	919791	909890	8F968D	8B9388	8A9486	879180	86907D	85907D	969783		607C61	798977	748473	6C7D6C	5E7160	58695C	4B6052	445A4D	3D5447
A8A9A3	A4A6A1	9DA09C	9EA5A5	9A9D9A	969998	A29D96	8F9393	8C9091	888D8F	778686	758485	738284	5F767F	707E82	6E7B80	5E6C6C	6B777E	69757D	67737C	7D8D81	818981	7F887F	7E877C	7B8477	798375	768070	757F6D	737E6B	878872	0B412E	4D634E	687666	616F60	5A685A	4B5A4D	445247	35443A	2E3D34	27362E
93948E	8F928B	898D88	889191	868A86	828584	8F8981	7D8282	7A7E7F	777C7E	697676	677374	647173	546870	626D70	606D71	535F5F	5E696F	5B666D	5B666D	6C7C70	717871	6F796F	6F766D	6B7368	6A7467	677062	666F5E	656F5E	767763	0A3929	445845	5B6759	566255	4F5B4F	414E43	3B473D	2F3C33	28352E	222F28
7F8079	7B7E77	757974	747D7D	727772	707271	7C766E	6B6F6F	696C6D	666B6C	5A6565	586363	556162	485960	545D60	535D61	475252	515A5F	4E585E	4E575E	5C6A60	606660	5F675F	5F655E	5C6259	5B6358	586054	575F51	575F51	656655	083123	3A4C3B	4E584C	4A5449	444E44	384339	323C35	28332C	232E27	1D2822
		D7AFA1	D19884	CA886F	E18C6D	DE7E61	D27B60	D6634C	C46A58																												B8C593	AEBA98	AABE91
		CF9F8F	C8846B	BF7152	DB7550	D76442	C96040	C9472E	B0513E																												A9B97E	9DAC83	99B17A
		C78F7C	BF6F52	AA5D3F	D55E33	C84F2A	AF4F31	A53B25	8F4232																												9BAE68	8D9F6E	87A464
		BF7E69	AF5F41	8D4D34	C05027	AA4324	914129	802E1D	6F3327																												8B9E56	7C8D5E	748F54
CC8871	D66E4C	B4684F	995239	7C442E	A74522	933A1F	7D3823	71281A	602C22																												7A8B4B	6C7B52	677F4A
C06C50	CB552E	9B5943	834731	6A3A27	8F3C1D	7E321B	6B301E	612216	52261D																												697740	5D6A46	586C40

DEEPER EARTH TONES

AB8244	A27D47	987847	907249	896E4A	846948	7B6447	766047	715C45	6B5944	6D553F	6A543F	665340	625140	5D4E3F	5A4D3F	574C3F	544A3E	52493E	4D463C	726C5A	6F6857	6C6657	686254	655F51	625C50	605A4F	5D564C	5A554B	575149	55534E	51504B	58534E	4E4D48	494A46	4A4946	474642	454441	434240	3F3F3D
896837	816439	796039	735B3A	6D583B	69543A	635039	5E4C38	5A4A37	564737	574432	544333	524233	4F4133	4A3E33	483E32	463D32	433C32	413B31	3D3830	5B5648	595346	565245	534F43	514C41	4F4A40	4D483F	4A453D	48443C	45413A	44433E	41403C	46433E	3E3D3A	3B3B38	3B3A38	383835	373734	353533	333231
674E29	614B2B	5B482B	56452C	52422C	4F3F2B	4A3C2B	47392A	443729	403529	423326	3F3226	3D3226	3B3127	382F26	362E26	342D26	332D25	312C25	2E2A24	454136	423F34	413D34	3F3B32	3D3931	3B3730	3A362F	38342E	36332D	34312C	33322F	31302D	35322F	2F2E2B	2C2C2A	2C2C2A	2A2A28	292927	282826	262625
44341B	41321C	3D301D	3A2E1D	372C1D	352A1D	31281C	2F261C	2D251C	2B241B	2C2219	2A2219	29211A	27211A	251F19	241F19	231E19	221E19	211D19	1F1C18	2E2B24	2C2A23	2B2923	2A2721	282620	272520	272420	25231E	24221E	23211D	22211F	20201E	23211F	1F1F1D	1D1E1C	1E1D1C	1C1C1B	1C1B1A	1B1A1A	191918
221A0E	20190E	1E180E	1D170F	1B160F	1A150E	19140E	18130E	17120E	15120E	16110D	15110D	14110D	14100D	13100D	120F0D	110F0D	110F0C	100F0C	0F0E0C	171612	161511	161411	151411	141310	141210	131210	13110F	12110F	11100F	111110	10100F	121110	100F0E	0F0F0E	0F0F0E	0E0E0D	0E0E0D	0D0D0D	0D0D0C

6A6B64	676963	626561	606868	5F635F	5D5F5E	67625B	595D5D	575A5B	55595A	4B5454	495253	475152	3C4A50	464E50	454E51	3B4444	434B4F	41494E	41494E	4D5950	505550	505650	4F554E	4D524A	4C5349	4A5046	494F43	484F43	545547	07291D	313F31	414940	3D463D	384138	2E3830	2A322C	222B25	1D2621	18211C
555550	52544F	4E514D	4D5454	4C4F4C	4A4C4B	524F49	474A4A	464849	444748	3C4444	3B4242	394041	303C40	383E40	373E41	2F3737	363C3F	343A3F	343A3F	3E4740	404440	404540	3F443E	3D423B	3D423B	3B4038	3A3F36	3A3F36	444439	062117	273227	343B33	313831	2D342D	252C26	222823	1B221D	171F1A	131B17
3F403C	3E3F3B	3B3C3A	3A3F3F	393B39	383939	3E3B37	353838	343637	333536	2D3333	2C3132	2B3031	242D30	2A2F30	292F31	242929	282D30	272C2F	272C2F	2E3530	303330	303430	30332F	2E312D	2E322C	2C302A	2C3028	2B3028	33332B	041911	1D261E	272C26	252A24	222722	1C211D	191E1A	141A16	111714	0E1411
2A2B28	292A28	272827	272A2A	262826	252626	292725	242525	232424	222424	1E2222	1D2121	1C2021	181E20	1C1F20	1C1F20	181B1B	1B1E20	1A1D1F	1A1D1F	1F2320	202220	202220	20221F	1F211E	1E211D	1D201C	1D201B	1D201B	22221C	03100C	131914	1A1D19	191C18	171A17	131613	111412	0D110F	0C0F0D	0A0D0B
151514	151514	141413	131515	131413	131313	151412	121313	111212	111212	0F1111	0F1011	0E1010	0C0F10	0E1010	0E1010	0C0E0E	0D0F10	0D0F10	0D0F10	0F1210	101110	101110	101110	0F100F	0F110F	0F100E	0F100D	0E100D	11110E	010806	0A0D0A	0D0F0D	0C0E0C	0B0D0B	090B0A	080A09	070907	060807	050706

A6573C	A94726	814A37	6D3B28	583021	773218	692A16	5A2819	511D12	441F18	955B1D	C06B1B	89571A	99571A	8D4D1F	954C17	974316	824213	743D1B	853C11															839735	868A32	6A7926	576336	4D583B	4A5A35
854530	87391F	683B2C	572F20	47271A	5F2814	542112	482014	40170F	371913	774918	9A5616	6D4515	7A4615	713E19	773C13	783511	683510	5D3116	6A300E															69792A	6B6F28	55611F	46502B	3E462F	3B482A
643424	652B17	4E2C21	422318	351D14	471E0F	3F190D	36180F	30110B	29130E	593712	734010	523410	5C3410	552E13	592D0E	5A280D	4E270C	462510	50240A															4F5B20	50531E	404917	343C20	2E3523	2C3620
432318	441C0F	341E16	2C1810	23130D	30140A	2A1109	24100A	200B07	1B0D0A	3C240C	4D2B0B	37230A	3D230A	381F0C	3C1E09	3C1B09	341A08	2E190B	351807	4D3F0B	3B330C	362F05	504800	464105	4C4B09	434019	444318	332F0E	34320F	413C0E	3A380E	4B4D10	3D3F17	353C15	363714	2A300F	232815	1F2317	1D2415
21110C	220E08	1A0F0B	160C08	120A07	180A05	150804	120805	100604	0E0605	1E1206	261505	1B1105	1F1105	1C0F06	1E0F05	1E0D04	1A0D04	170C05	1B0C03	261F05	1E1906	1B1702	282400	232002	262604	22200C	22220C	1A1807	1A1907	201E07	1D1C07	262708	1F1F0B	1A1E0B	1B1C0A	151808	11140B	0F120C	0F120B
000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000

ACCENT COLORS

FFFFFF

FAF8F4	FAF7F3	F9F6F2	F8F5F1	F7F5F1	F7F4F0	F6F3EF	F5F2EF	F5F2EE	F4F1EE	F4F0EC	F4F0EC	F3F0EC	F3EFEC	F2EFEC	F1EFEB	F1EEEB	F0EEEB	F0EEEB	EFEDEB	F5F4F2	F4F4F1	F4F3F1	F3F3F0	F3F2F0	F2F1F0	F2F1EF	F2F0EF	F1F0EE	F0EFEE	F0F0EF	EFEFEE	F1F0EF	EFEEED	EEEEED	EEEEED	EDEDEC	EDEDEC	EDECEC	ECECEB
F6F0E8	F5EFE7	F3EDE5	F1ECE4	F0EAE3	EFE9E1	EDE7DF	EBE5DE	EAE4DD	E9E3DC	EAE1DA	E9E1DA	E7E0D9	E6E0D9	E5DED8	E4DED8	E3DED8	E2DDD7	E1DDD7	DFDCD6	EBE9E5	EAE8E4	E9E7E3	E8E6E2	E7E5E1	E6E4E0	E5E3DF	E4E2DE	E3E1DE	E2E0DC	E1E1DF	E0DFDD	E2E1DF	DFDEDC	DDDDDB	DDDCDB	DCDBDA	DBDBD9	DADAD9	D9D9D7
F1E9DD	EFE7DB	EDE4D8	EAE2D6	E8E0D5	E7DED3	E4DBD0	E2D8CE	E0D7CC	DDD5CB	DFD3C7	DDD2C7	DCD1C7	DAD0C6	D7CEC5	D6CEC4	D4CDC4	D3CCC4	D2CCC3	CFCAC2	E1DFD8	DFDDD6	DEDCD6	DCDAD3	DAD8D1	D9D6D1	D8D5D0	D7D3CE	D5D2CD	D3D0CB	D2D1CE	D0CFCC	D4D1CE	CECDCA	CBCCC9	CCCBC9	CACAC7	C9C9C6	C8C7C5	C6C5C4
EDE2D1	EADFCF	E7DCCB	E4D8C9	E1D6C7	DED2C4	DBCFC0	D8CCBE	D5C9BB	D2C6B9	D4C4B5	D2C3B4	D0C2B4	CEC1B3	CABEB2	C9BDB1	C6BCB1	C4BBB0	C3BBAF	BFB8AE	D7D4CC	D4D1C9	D3D0C8	D0CDC5	CECBC2	CDC9C1	CBC7C0	C9C4BD	C7C3BC	C5C1BA	C3C2BE	C1C0BB	C5C2BE	BEBDB9	BABBB7	BBBAB7	B9B8B4	B7B7B3	B5B5B2	B3B2B0

F4F4F4	F4F4F3	F3F3F3	F3F4F4	F2F3F2	F2F2F2	F3F3F2	F1F2F2	F1F1F1	F0F1F1	EEF0F0	EEF0F0	EDEFF0	EBEEF0	EDEFEF	EDEFEF	EBEDED	ECEEEF	ECEEEF	ECEEEF	EFF1EF	EFF0EF	EFF0EF	EFF0EF	EEF0EE	EEF0EE	EEEFED	EEEFEC	EEEFEC	F0F0ED		E8EDE8	ECEEEC	EBEEEB	EAEDEA	E7EBE8	E6EAE7	E4EAE6	E2E9E5	E1E9E5
E9E9E8	E8E9E7	E7E7E6	E6E8E8	E6E7E6	E5E5E5	E8E6E5	E3E4E4	E2E3E4	E1E3E3	DDE1E1	DDE0E0	DCE0E0	D6DDE0	DBDFE0	DBDEE0	D6DBDB	DADDDF	D9DDDF	D9DCDF	DEE3DF	DFE1DF	DFE2DF	DFE1DF	DEE0DD	DEE0DD	DDE0DB	DCDFDA	DCDFDA	E1E1DC		D0DBD1	D9DDD8	D7DCD7	D5DAD5	D0D8D1	CED6CF	C9D4CD	C6D4CB	C2D3CA
DEDFDD	DDDEDC	DADBDA	DADDDD	D9DAD9	D7D8D8	DCDAD7	D5D7D7	D4D5D6	D3D5D5	CCD2D2	CBD1D1	CAD0D1	C2CDD1	C9CED0	C8CED0	C2CACA	C7CCCF	C6CBCF	C6CBCF	CED4CF	D0D2D0	CFD3CF	CFD2CE	CDD1CC	CDD1CB	CBD0C9	CBCFC7	CBCFC7	D2D3CA		B9C9BA	C6CCC5	C3CBC3	C0C8C0	B8C4BA	B5C1B8	AEBFB3	A9BEB1	A4BDB0
D3D4D1	D1D2D0	CED0CE	CED2D2	CCCECC	CACBCB	D0CECA	C7C9C9	C6C8C8	C4C6C7	BBC3C3	BAC1C2	B8C0C1	AEBCC2	B7BEC0	B6BEC1	ADB8B8	B5BCC0	B3BABF	B3BABF	BEC6C0	C0C4C0	BFC4BF	BFC3BE	BDC1BB	BCC2BA	BAC0B7	BAC0B5	B9C0B5	C3C4B8		A1B7A2	B2BBB1	AFB9AF	AAB5AA	A0B0A3	9CADA0	92AA9A	8CA897	86A795

FAF1E8	FDF5EE	FAF0E5	FBF1E7	FAEFE7	FBEFE6	FBEDE5	FBECE2	F8EBE3	FBEBE1	F7EFEC	F6EAE6	F4E7E2	F9E8E2	F8E5DF	F6E5DF	F7E0DB	F3E1DE	E7C6BB	EAB6A4	FFEE5A	F3E654	F0EE7B	FDF9EE	FAF7E8	FCF8DF	FAFAF2	FAFAF2	F8F7E6	F8F8E7	FBF9EB	FAF9E8	FCFCF1	F9F9F0	F7F9EE	F7F8EC	F4F7E7	F1F3E9	EFF1EA	EEF2E9
F6E4D0	FAEBDC	F5E2CB	F7E2CF	F4DFCF	F7DECC	F8DBCC	F6D9C4	F2D7C6	F7D6C3	EFDFDA	EDD6CE	EAD0C5	F3D1C5	F2CBC0	EDCABF	EFC1B7	E7C3BC	E2BBAD	E6A792	FFEC41	F1E23A	EDEA68	FAF4DC	F5EFD0	F9F1C0	F5F4E5	F6F5E5	F2EECE	F2F0CF	F6F3D7	F4F3D2	F8F9E2	F3F4E0	EFF3DD	F0F1D9	EAF0CF	E2E8D4	DEE3D6	DDE5D3
F1D6B9	F8E1CB	F0D3B0	F3D4B7	EFCEB7	F3CEB3	F4C9B2	F2C6A7	EBC3AA	F3C2A5	E7CFC7	E4C1B5	DFB8A8	EDBAA8	EBB2A0	E4B0A0	E7A193	DCA59B	DDAFA0	E29880	FFE81A	EFDD18	E9E642	F8EECB	F1E7B9	F7EAA0	F1EFD8	F1F1D7	EBE6B5	EBE9B7	F2EDC3	EFEDBB	F5F6D4	EDEED1	E6EDCC	E8EAC5	DFE8B6	D4DCBE	CED6C1	CCD8BD
ECC8A1	F5D6BA	EBC596	EFC69F	EABE9F	EFBD9A	F0B798	EDB389	E4AF8D	EFAE87	DFBFB4	DBAD9C	D4A08C	E7A38B	E49881	DB9580	DE8270	D08879	D8A594	DE896C	F1D900	D3C30F	E4E11C	F5E8BA	ECDEA2	F4E380	ECEACB	ECECCA	E4DD9D	E4E2A0	EEE7B0	EAE7A4	F2F3C6	E7E9C1	DEE7BB	E1E3B2	D4E09E	C6D1A9	BEC8AC	BBCBA7
E8BA8A	F3CCA9	E6B67C	EBB787	E5AE87	EBAD80	EDA57F	E9A06C	DE9B71	EC9969	C09D1B	947F1E	87740C	C9B500	B0A20C	BFBC16	A8A03E	AAA83C	807623	817E24	918D22	BCC128	9A9D39	F3E3A9	E7D68B	F1DC61	E7E4BE	E8E7BD	DDD584	DDDA88	E9E19C	E4E18D	EEF0B8	E1E3B2	D6E1AA	D9DC9F	CAD986			
E3AD72	F0C297	E1A862	E7A96F	DF9E6F	E79C67	E99365	E58D4F	D78755	E8854C	9A7D16	776518	6C5D09	A19100	8D820A	999712	868032	888630	665F1C	67651D	74711B	969B20	7B7E2D	F0DD97	E2CE73	EED441	E2DFB1	E3E2B0	D7CC6C	D7D370	E5DC88	DFDC77	EBEDA9	DCDEA2	CEDB99	D2D58C	BFD16E			
DF9F5B	EEB886	DC9947	E39B57	DA8D57	E38C4D	E5814B	E07A31	D07338	E4702E	735E10	594C12	514607	786C00	6A6107	73710D	656025	666524	4D4715	4E4C16	575514	717418	5C5E22	EED786	DEC65C	ECCD21	DDD9A4	DFDEA3	D0C453	D0CC58	E0D674	DAD660	E8EB9B	D6D893	C6D588	CACF79	B4C955			
DA9346	EBAF76	D78B2D	DF8D41	D57E40	E07C35	E27033	CF691F	BB632C	D35F1B														EBD175	D9BE45	D6B913	D8D395	DAD996	CABB3C	C9C540	DCCF5F	D5D04B	E5E88D	D0D283	BECF78	C3C867	A9C13D			
D18029	E6974E	BF7A24	D67A24	C66C2B	D06A21	D35D1E	B65C1B	A35626	BA5318														E6C54E	CFB12A	BDA310	CCC675	CECC73	B3A631	B5B133	D5C640	CAC52F	DCE066	C4C764	AFC559	B8BE4A	94AA36			
B36D23	E08128	A4681F	B7691F	A95C25	B35B1C	B5501A	9C4F17	8B4A21	9F4715														E0B828	B29824	A28C0E	C0B854	C2C051	998E2A	9B972C	C2B32B	AEA929	D3D83F	B8BC45	9EB540	A1A63C	7F912E			

NOTES:
NATURAL MATERIALS, INCLUDING STONE, WOOD, METAL, RAMMED EARTH AND CONCRETE MAY BE USED IN THEIR NATURAL TONES ON EXTERIORS WITHOUT HAVING TO MATCH A PRESCRIPTIVE COLOR.
ANY STAIN OR COLOR ADDITIVES ON NATURAL MATERIALS WOULD NEED TO MATCH A PRESCRIPTIVE COLOR IN THIS CHART.
NATURAL METAL MATERIAL MAY INCLUDE, BRASS, BRONZE, COPPER, ZINC, ALUMINUM, STAINLESS STEEL, STEEL, WEATHERED STEEL, OTHER SILVER METALS, CAST IRON, AND OTHER BLACK METALS.
POWDER COATED OR ANODIZED METAL FINISH WILL NEED TO MATCH A PRESCRIPTIVE COLOR IN THIS CHART.
ACCENT COLOR INCLUDING, BUT NOT LIMITED TO, WINDOW MULLION, TRIM, FASCIA, RAILINGS, ETC. WILL NEED TO MATCH A PRESCRIPTIVE COLOR IN THIS CHART.
WALL PAINT COLORS WILL NEED TO MATCH A PRESCRIPTIVE COLOR IN THIS CHART, EXCEPT COLORS UNDER THE “ACCENT COLORS” CATEGORY.

APPLICANT
SECTION 27, LLC
1480 HUMBOLDT ST.
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LAND PLANNER
LAUDICK & LAUDICK
ENGINEERING, LLC
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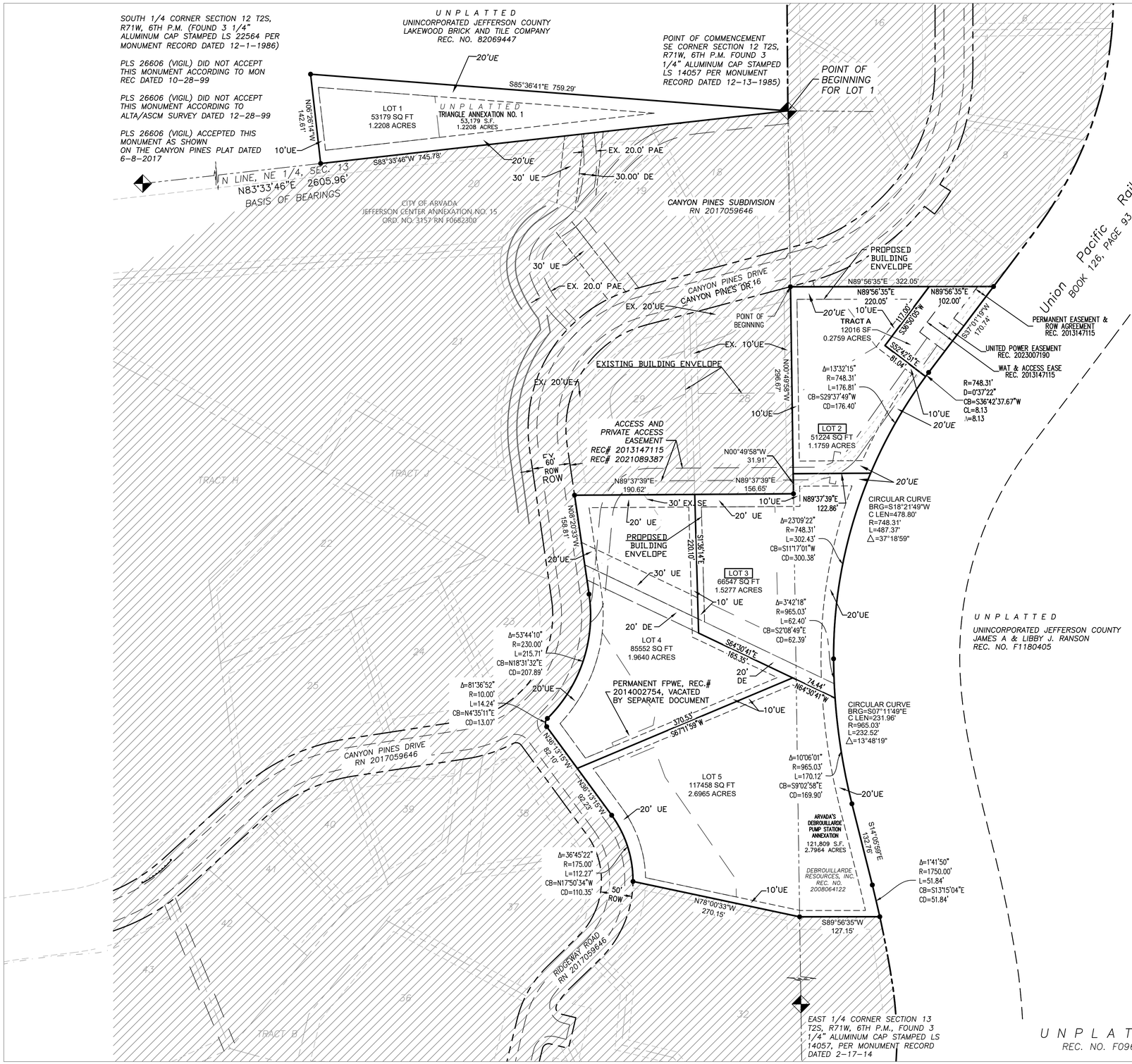
ARVADA, CO 80003

LAUDICK & LAUDICK
Civil Engineering Services

G:\Shared drives\Projects\2020\BB20-002 - Canyon Pines\L&L\PUD\2145-PUD-01-03.dwg, 04 COLOR AND MATERIAL PALETTE, 9/29/2023 4:08:17 PM, PDF-pc3, ARCH full bleed D (36.00 x 24.00 Inches), 1:1

PUD PLAN
CANYON PINES FILING NO. 2
LOTS 1–5 (TRACT A ZONED OS)

NW¼, S18, T2S, R70W, & SE¼, S12 & NE¼, S13, & LOTS 30 AND 31, CANYON PINES SUBDIVISION, T2S, R71W, 6PM
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 5 OF 9
LOT PLAN



SYMBOL LEGEND

- PROPERTY LINE
- RIGHT OF WAY
- EDGE OF PAVEMENT
- CENTERLINE
- SECTION LINE
- LOT LINE
- UTILITY EASEMENT
- RETAINING WALL
- SLOPE EASEMENT
- SECTION CORNER

CANYON PINES SUBDIVISION REC. # 2017059646

ALL EXISTING EASEMENTS UNDER REC. # 2017059646 UNLESS OTHERWISE NOTED.

N
W E
S

80 0 40 80 160
ORIGINAL SCALE: 1"= 80' HORIZ.

GENERAL NOTES:

1.) BUILDING ENVELOPE AREAS ARE DEFINED ON SHEET 07.

3 – LOT NUMBERS WITHOUT BOX TO HAVE 4" GRAVITY SANITARY SEWER SERVICE TO SEWER MAIN

[1] – LOT NUMBERS WITH BOX REQUIRING 2" LOW PRESSURE PRIVATE SANITARY SEWER TO SERVICE SEWER MAIN

BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13, BEING S00°28'42"E, AND MONUMENTED AS SHOWN.

APPLICANT
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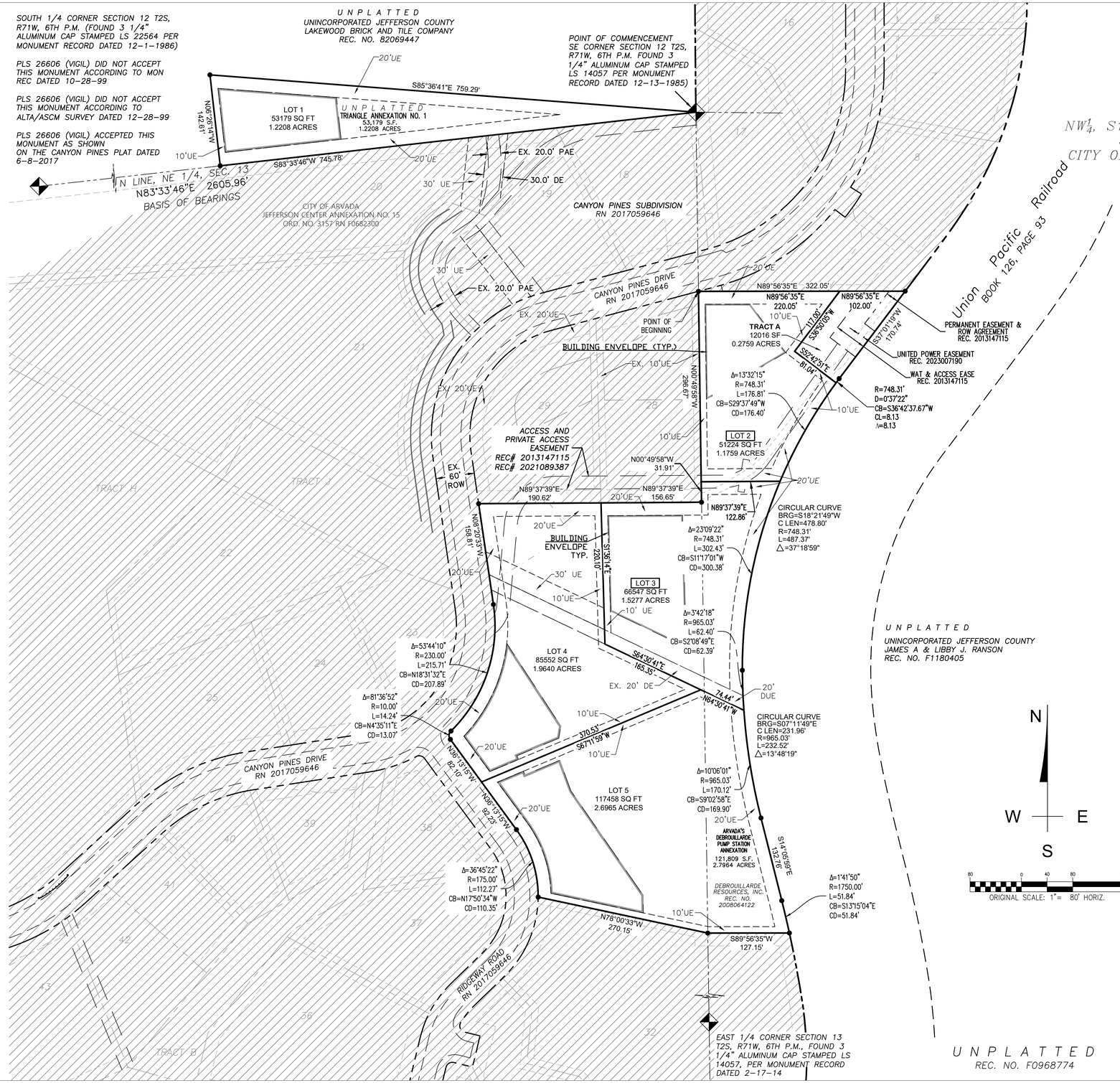
DENVER, CO 80218

LAND PLANNER
LAUDICK & LAUDICK
ENGINEERING, LLC
6324 XAVIER CT.
ARVADA, CO 80003

LAUDICK & LAUDICK
Civil Engineering Services

PUD PLAN
CANYON PINES FILING NO. 2
LOTS 1–5 (TRACT A ZONED OS)

NW¼, S18, T2S, R70W, & SE¼, S12 & NE¼, S13, & LOTS 30 AND 31, CANYON PINES SUBDIVISION, T2S, R71W, 6PM
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 6 OF 9
SITE PLAN



SYMBOL LEGEND

- PROPERTY LINE
- RIGHT OF WAY
- EDGE OF EXISTING PAVEMENT
- CENTERLINE
- LOT LINE
- SLOPE EASEMENT
- UTILITY EASEMENT
- RETAINING WALL
- BUILDING ENVELOPE - SEE SHEET 07
- MULTI-USE TRAIL
- LOT SETBACK

EX – EXISTING
FDC – FIRE DEPARTMENT CONNECTION
TA – TURN AROUND
AUE – PROPOSED ACCESS & UTILITY EASEMENT
AE – PROPOSED ACCESS EASEMENT
DE – PROPOSED DRAINAGE EASEMENT
SE – PROPOSED SLOPE EASEMENT
UE – PROPOSED UTILITY EASEMENT
FPWE – PROPOSED FIRE PROTECTION WATER EASEMENT
PAUE – PRIVATE ACCESS AND UTILITY EASEMENT
PAE – PRIVATE ACCESS EASEMENT
DE – DRAINADE EASEMENT
DUE – DRAINAGE AND UTILITY EASEMENT

CANYON PINES SUBDIVISION REC. # 2017059646

ALL EXISTING EASEMENTS UNDER REC. # 2017059646 UNLESS OTHERWISE NOTED.

NOTE:
1.) NO CONSTRUCTION WILL BE PERMITTED ON SLOPES GREATER THAN 30%.
2.) SEE SHEETS 04 FOR LOT LAYOUT.
3.) BUILDING ENVELOPE AREAS ARE DEFINED ON SHEET 06.

3 – LOT NUMBERS WITHOUT BOX TO HAVE 4" GRAVITY SANITARY SEWER SERVICE TO SEWER MAIN

1 – LOT NUMBERS WITH BOX REQUIRING 2" LOW PRESSURE PRIVATE SANITARY SEWER TO SERVICE SEWER MAIN

BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13, BEING S00°28'42"E, AND MONUMENTED AS SHOWN.

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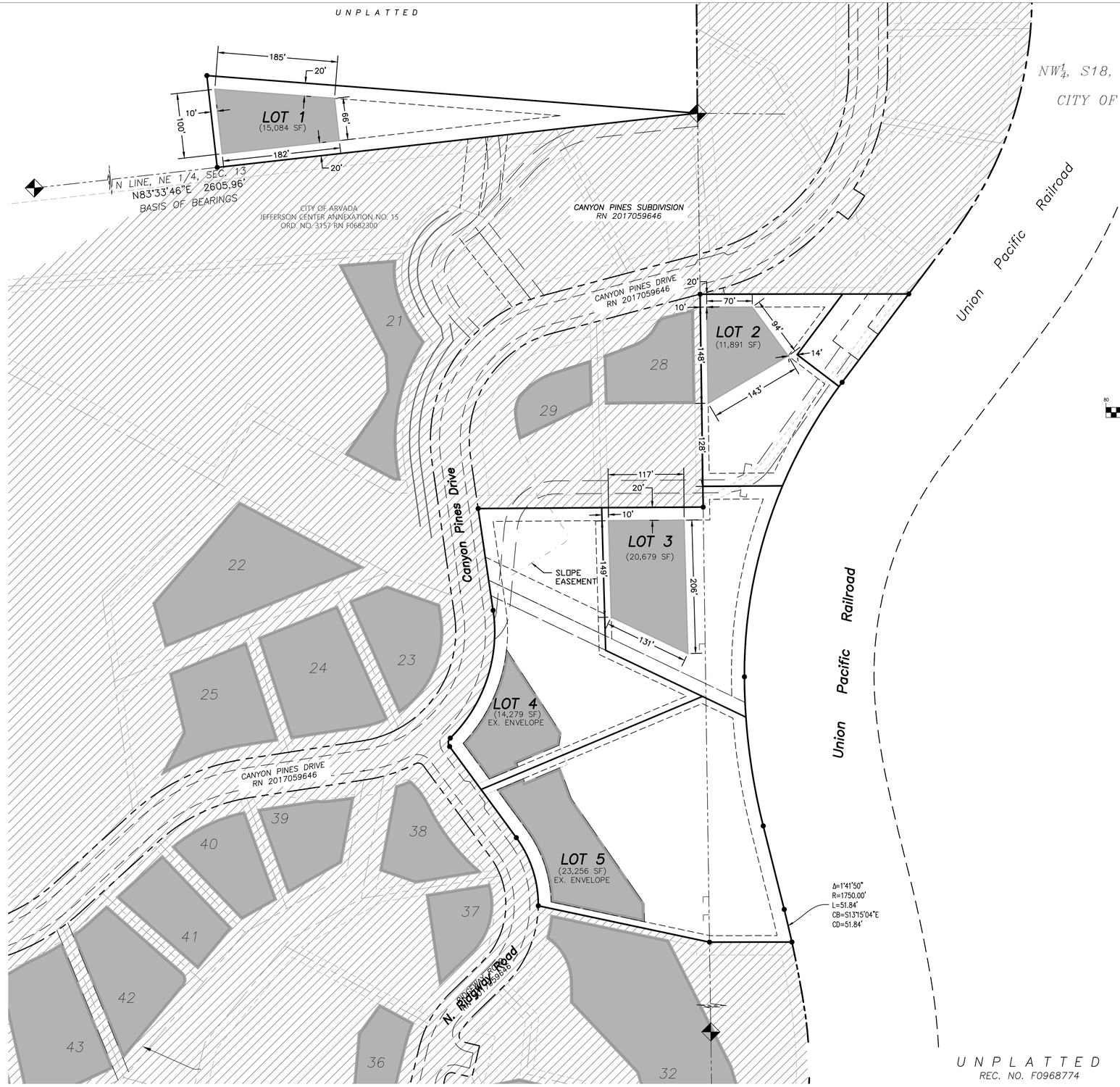
DENVER, CO 80218

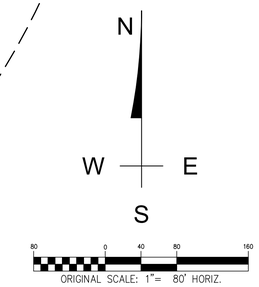
LAND PLANNER
LAUDICK & LAUDICK ENGINEERING, LLC
6324 XAVIER CT.
ARVADA, CO 80003

LAUDICK & LAUDICK
Civil Engineering Services

PUD PLAN
CANYON PINES FILING NO. 2

NW¼, S18, T2S, R70W, & SE¼, S12 & NE¼, S13, & LOTS 30 AND 31,
CANYON PINES SUBDIVISION, T2S, R71W, 6PM
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 7 OF 9
BUILDING ENVELOPE PLAN





SYMBOL LEGEND

- PROPERTY LINE
- RIGHT OF WAY
- EDGE OF EXISTING PAVEMENT
- CENTERLINE
- LOT LINE
- SECTION LINE
- SLOPE EASEMENT
- UTILITY EASEMENT
- RETAINING WALL
- BUILDING ENVELOPE
- MULTI-USE TRAIL
- LOT SETBACK
- CANYON PINES SUBDIVISION REC. # 2017059646
- ALL EXISTING EASEMENTS UNDER REC. # 2017059646 UNLESS OTHERWISE NOTED.

NOTE

ALL BUILDING ENVELOPE DIMENSIONS SHOWN ARE PARALLEL AND PERPENDICULAR TO THE BOUNDARY OR LOT LINE UNLESS OTHERWISE SHOWN.

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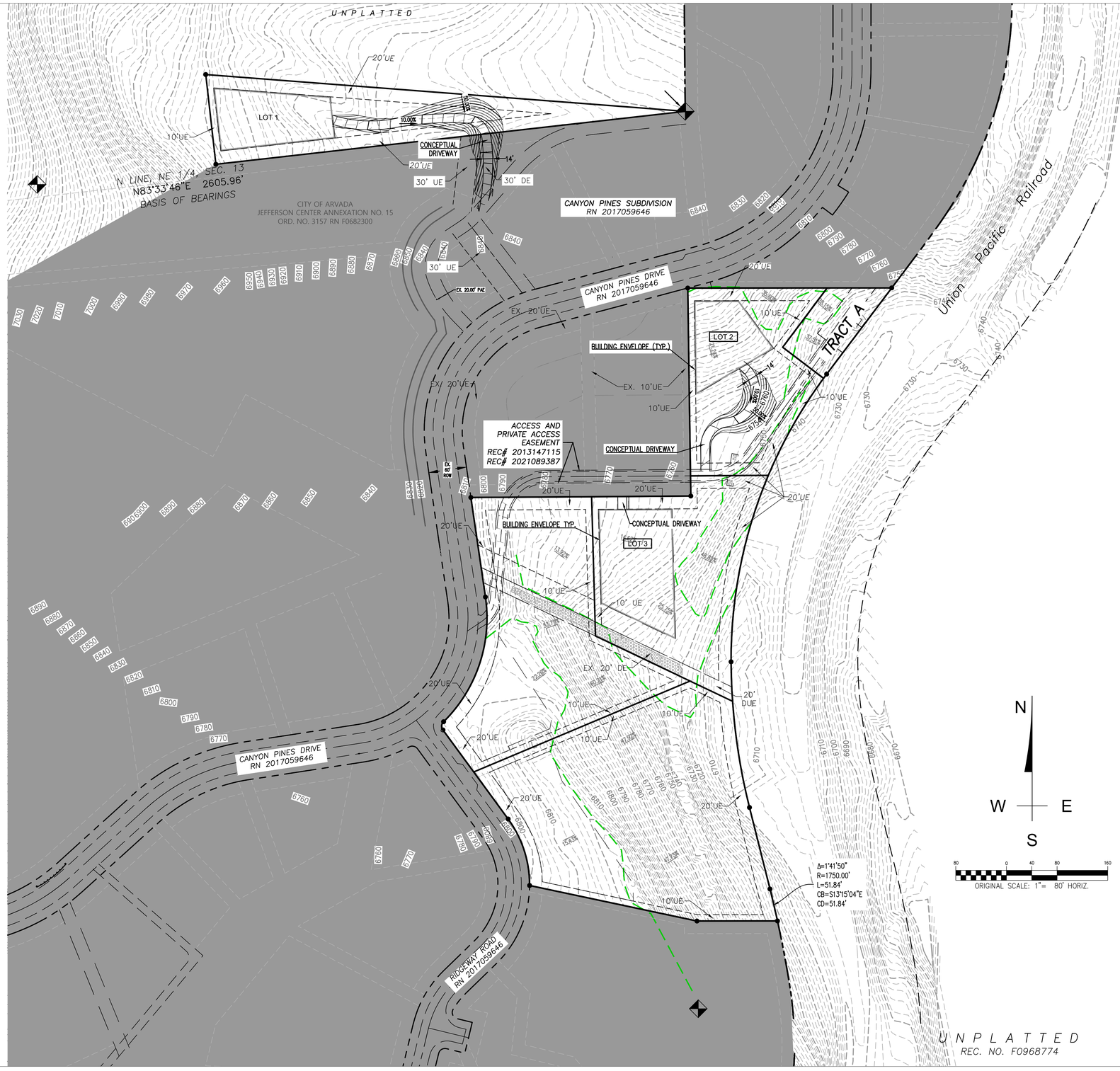
ARVADA, CO 80003

LAUDICK & LAUDICK
Civil Engineering Services

G:\Shared drives\Projects\2020\8800-002 - Canyon Pines\LAUP\ATD\2146-PUD-06.dwg, 07 BUILDING ENVELOPE PLAN, 9/29/2023 4:08:26 PM, PDF.pc3, ARCH full bleed D (36.00 x 24.00 Inches), 1:1

PUD PLAN
CANYON PINES FILING NO. 2
LOTS 1–5 (TRACT A ZONED OS)

NW¼, S18, T2S, R70W, & SE¼, S12 & NE¼, S13, & LOTS 30 AND 31, CANYON PINES SUBDIVISION, T2S, R71W, 6PM
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 8 OF 9
GRADING PLAN



N
W E
S

ORIGINAL SCALE: 1" = 80' HORIZ.

SYMBOL LEGEND

- PROPERTY LINE
- RIGHT OF WAY
- EDGE OF EXISTING PAVEMENT
- CENTERLINE
- LOT LINE
- SLOPE EASEMENT
- UTILITY EASEMENT
- RETAINING WALL
- BUILDING ENVELOPE
- PROPOSED MAJOR CONTOURS
- PROPOSED MINOR CONTOURS
- EXISTING MAJOR CONTOURS
- EXISTING MINOR CONTOURS
- 30% SLOPE BOUNDARY
- CONTOUR INTERVAL = 2'

FDC – FIRE DEPARTMENT CONNECTION
TA – TURN AROUND
AUE – PROPOSED ACCESS & UTILITY EASEMENT
AE – PROPOSED ACCESS EASEMENT
DE – PROPOSED DRAINAGE EASEMENT
SE – PROPOSED SLOPE EASEMENT
UE – PROPOSED UTILITY EASEMENT
FPWE – PROPOSED FIRE PROTECTION WATER EASEMENT

PAUE – PRIVATE ACCESS AND UTILITY EASEMENT
PAE – PRIVATE ACCESS EASEMENT
DE – DRAINADE EASEMENT
DUE – DRAINAGE AND UTILITY EASEMENT

CANYON PINES SUBDIVISION
REC. # 2017059646

ALL EXISTING EASEMENTS
UNDER REC. # 2017059646
UNLESS OTHERWISE NOTED.

NOTE:
1.) NO CONSTRUCTION WILL BE PERMITTED ON SLOPES GREATER THAN 30%.
2.) SEE SHEETS 04 FOR LOT LAYOUT.
3.) BUILDING ENVELOPE AREAS ARE DEFINED ON SHEET 06.
4.) PROPOSED GRADING ON CONCEPTUAL ACCESS TO BUILDING ENVELOPES SHOWN. 14' WIDE DRIVEWAYS SHOWN. MAXIMUM SLOPE OF 12% ON DRIVEWAYS WITH SOUTHERN EXPOSURE.

3 – LOT NUMBERS WITHOUT BOX TO HAVE 4" GRAVITY SANITARY SEWER SERVICE TO SEWER MAIN

[1] – LOT NUMBERS WITH BOX REQUIRING 2" LOW PRESSURE PRIVATE SANITARY SEWER TO SERVICE SEWER MAIN

BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13, BEING S00°28'42"E, AND MONUMENTED AS SHOWN.

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LAND PLANNER
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ARVADA, CO 80003

LAUDICK & LAUDICK
Civil Engineering Services

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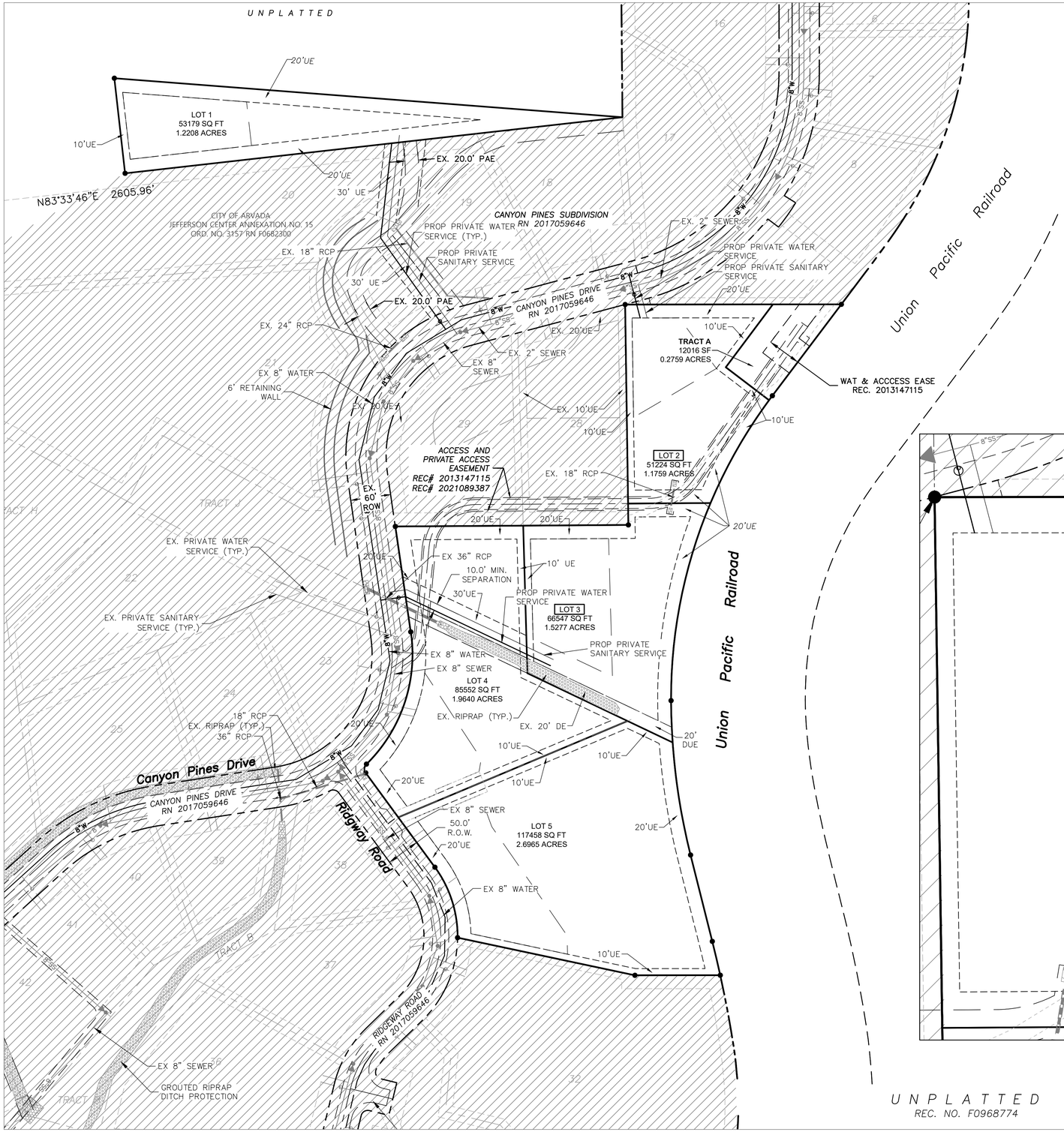
PUD PLAN
CANYON PINES FILING NO. 2

NW¼, S18, T2S, R70W, & SE¼, S12 & NE¼, S13, & LOTS 30 AND 31,
CANYON PINES SUBDIVISION, T2S, R71W, 6PM
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 9 OF 9
UTILITY PLAN



NOTE:
1.) NO CONSTRUCTION WILL BE PERMITTED ON SLOPES GREATER THAN 30%.
2.) SEE SHEETS 04 FOR LOT LAYOUT.
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BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13, BEING S00°28'42"E, AND MONUMENTED AS SHOWN.

CANYON PINES SUBDIVISION
REC. # 2017059646

ALL EXISTING EASEMENTS
UNDER REC. # 2017059646
UNLESS OTHERWISE NOTED.

SYMBOL LEGEND

- EXERTY LINE
- RIGHT OF WAY
- EDGE OF EXISTING PAVEMENT
- CENTERLINE
- LOT LINE
- SLOPE EASEMENT
- UTILITY EASEMENT
- RETAINING WALL
- BUILDING ENVELOPE
- MULTI-USE TRAIL
- LOT SETBACK

FDC – FIRE DEPARTMENT CONNECTION
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AUE – EXOSED ACCESS & UTILITY EASEMENT
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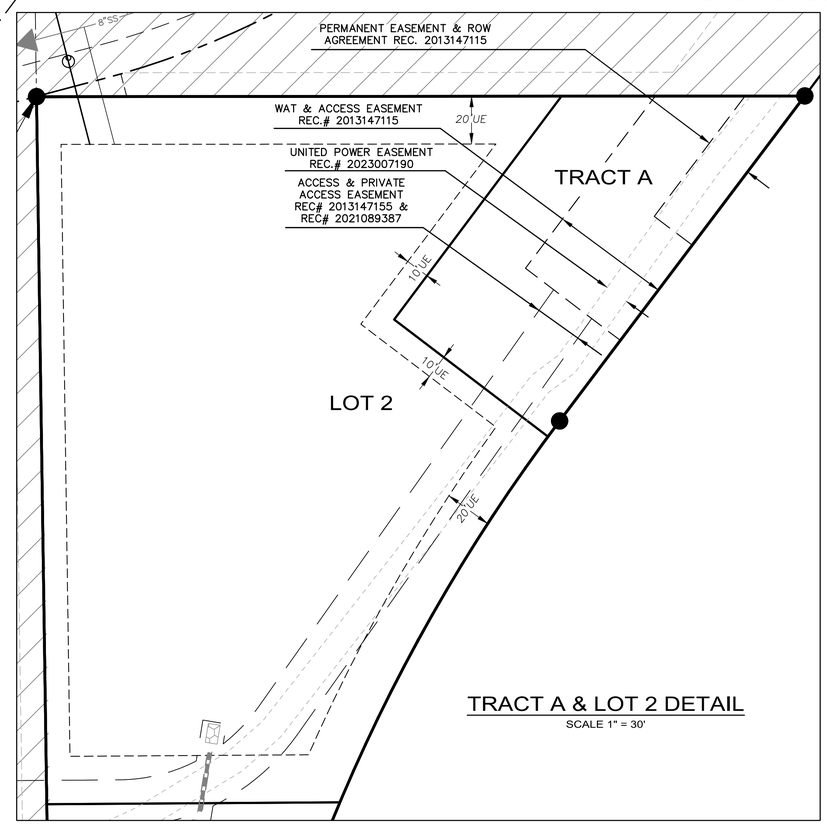
PAUE – PRIVATE ACCESS AND UTILITY EASEMENT
PAE – PRIVATE ACCESS EASEMENT
DE – DRAINADE EASEMENT
DUE – DRAINAGE AND UTILITY EASEMENT



TRACT A & LOT 2 DETAIL
SCALE 1" = 30'

UNPLATTED
REC. NO. F0968774

APPLICANT
SECTION 27, LLC
1480 HUMBOLDT ST.
DENVER, CO 80218

LAND PLANNER
LAUDICK & LAUDICK
ENGINEERING, LLC
6324 XAVIER CT.
ARVADA, CO 80003

LAUDICK & LAUDICK
Civil Engineering Services

CANYON PINES FILING NO.2

Final Development Plan

City of Arvada
State of Colorado

PLAN SET INDEX

SHEET	NAME
L1	COVER SHEET
L2	LOT SCREENING ENLARGEMENT PLAN
L3	LANDSCAPE DETAILS

GENERAL LAYOUT NOTES

1. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.

2. ALL LAYOUT DIMENSIONS ARE TO FACE OF WALL AND/OR FACE OF BUILDING UNLESS OTHERWISE NOTED.

3. DIMENSIONS MARKED "VERIFY" ARE TO BE FIELD MEASURED. ANY DISCREPANCIES FROM THE NOTED DIMENSIONS ARE TO BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO CONTINUING WORK.

4. ALL SYMBOLS ARE SHOWN DIAGRAMMATICALLY ILLUSTRATING APPROXIMATE LOCATION OF EXISTING AND PROPOSED MATERIALS. ANY DISCREPANCIES OR CONFLICTS BETWEEN EXISTING AND PROPOSED CONDITIONS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.

5. REFER TO THE APPROVED CANYON PINES FILING NO. 1 LANDSCAPE PLAN FOR LANDSCAPE REQUIREMENTS OUTSIDE OF THIS PUD.

LANDSCAPE NOTES

SOIL PREPARATION

1. ALL LANDSCAPE AREAS SHALL BE PREPARED FOR PLANTING USING WELL COMPOSTED ORGANIC SOIL AMENDMENTS APPLIED AT A RATE OF 3 CUBIC YARDS PER 1000 SQ. FT. TO A MINIMUM DEPTH OF 6", (SECTION 6.5.2.H.4 OF THE LAND DEVELOPMENT CODE).

2. ORGANIC MATTER SHALL BE RIPPED TO A DEPTH OF 8" THEN TILLED AND RAKED.

3. GRADES SHALL BE SET TO ALLOW FOR PROPER DRAINAGE AWAY FROM STRUCTURES AND SHALL COMPLY WITH THE GRADING PLANS (SEE CIVIL DRAWINGS). GRADES SHALL MAINTAIN SMOOTH PROFILES AND BE FREE OF SURFACE DEBRIS, BUMPS AND DEPRESSIONS.

4. EXISTING TOPSOIL SHALL BE SALVAGED AND STOCKPILED FOR USE AS SOIL AMENDMENTS OR TOPSOIL. NO TOPSOIL SHALL BE REMOVED FROM THE SITE UNLESS THE CITY APPROVES THE TRANSFER OF TOPSOIL TO A CITY-OWNED PARK OR OPEN SPACE AREA (SECTION 6.5.2.H.4 OF THE LAND DEVELOPMENT CODE).

LANDSCAPE MAINTENANCE

5. ALL PLANTS SHALL BE MAINTAINED CONTINUALLY IN A HEALTHY CONDITION IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL HORTICULTURAL STANDARDS AND PRACTICES. PLANTS THAT DIE OR ARE UNHEALTHY SHALL BE REPLACED. REGULAR PRUNING AND TRIMMING SHALL APPLY TO MAINTAIN HEALTH AND AN ATTRACTIVE APPEARANCE AND TO PERMIT THE PLANTS TO ACHIEVE THEIR INTENDED FORM AND HEIGHT. LANDSCAPE AREAS SHALL REMAIN FREE OF WEEDS, LITTER, JUNK, RUBBISH AND OTHER NUISANCES AND OBSTRUCTIONS. TO PREVENT WEED GROWTH, EROSION AND BLOWING DUST, AREAS NOT COVERED BY VEGETATION SHALL BE COVERED WITH MULCH, WOOD OR BARK CHIPS, OR DECORATIVE ROCKS OR COBBLE, OR SIMILAR NATURAL MATERIALS PROVIDING A CLEAN, UNIFORM APPEARANCE (SECTION 6.5.2.I OF THE LAND DEVELOPMENT CODE).

PLANTING NOTES

1. ALL PLANT MATERIAL SHALL MEET SPECIFICATIONS OF THE AMERICAN ASSOCIATION OF NURSERYMEN (AAN) FOR SPECIMEN GRADE. ALL TREES SHALL BE BALLED AND BURLAPPED OR EQUIVALENT. ALL PLANT MATERIAL SHALL HAVE ALL NON-BIODEGRADABLE STRING AND WIRE REMOVED FROM TRUNK AND ROOT BALL PRIOR TO PLANTING.

2. ALL TREES AND SHRUBS SHALL BE INSTALLED USING ONLY THE BEST INSTALLATION PRACTICES. EACH HOLE SHALL BE DUG TO A MINIMUM OF 2 TIMES LARGER THAN THE ROOTBALL. ALL 2" CAL. AND UP DECIDUOUS TREES AND 6' HT. AND UP EVERGREENS SHALL BE PROPERLY STAKED FOR A PERIOD OF 1 YEAR. NO SHRUB SHOULD BE PLANTED WITHIN FIVE FEET (5') RADIUS OF TREE WITHIN TEN FEET (10') OF WATER METERS, FIRE DEPARTMENT CONNECTIONS, SANITARY SEWER MANHOLES, OR STORMWATER, WATER AND SANITARY SEWER LINES.

3. LOCATIONS OF ALL UTILITIES SHALL BE VERIFIED IN THE FIELD PRIOR TO PLANTING. TREE PLANTING SHALL BE COORDINATED WITH THE APPLICABLE SERVICE COMPANY.

4. GRADES SHALL BE SET TO ALLOW FOR PROPER DRAINAGE AWAY FROM STRUCTURES. GRADES SHALL MAINTAIN SMOOTH PROFILES AND BE FREE OF SURFACE DEBRIS, BUMPS AND DEPRESSIONS.

5. PRIOR TO INSTALLATION OF MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENED; ORGANIC SOIL AMENDMENTS SHALL BE INCORPORATED AT THE RATE OF AT LEAST FOUR (4) CUBIC YARDS PER 1000 SQUARE FEET OF LANDSCAPE AREA.

6. CONTRACTOR SHALL VERIFY ALL MATERIAL QUANTITIES PRIOR TO INSTALLATION. ACTUAL NUMBER OF PLANT SYMBOLS SHALL HAVE PRIORITY OVER THE QUANTITY DESIGNATED.

7. FIELD STAKE ALL TREE LOCATIONS BASED UPON THE PLANS. OBTAIN APPROVAL OF OWNER'S REPRESENTATIVE FOR STAKED LOCATIONS PRIOR TO PLANTING.

8. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL PLANT MATERIAL INCLUDING SOD/SEED AREAS IN A HEALTHY STATE DURING CONSTRUCTION AND UNTIL FINAL ACCEPTANCE. ANY DAMAGE OR DEATH OF PLANT MATERIAL TO BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.

9. CONTRACTOR SHALL INSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH PLANS PREPARED BY OTHERS SO THAT PROPOSED GRADING, STORM DRAINAGE, OR OTHER CONSTRUCTION DOES NOT CONFLICT WITH NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS DESIGNATED ON THIS PLAN.

LANDSCAPE PLANT LIST - INDIVIDUAL LOTS

SHALL INCLUDE THE USE OF NATIVE PLANT SPECIES AND LOW WATER USE PLANTS. COOL SEASON GRASS LAWNS ARE NOT PERMITTED. LIMITED AREAS OF WARM SEASON GRASS LAWNS, SUCH AS BUFFALO GRASS, ARE PERMITTED. LAWN AREAS SHALL NOT EXCEED 1,600 S.F. IN AREA

DECIDUOUS SHADE TREES

COMMON NAME	BOTANICAL NAME	MATURE HEIGHT	MATURE SPREAD	WATER USE	SUN/SHADE	SIZE AND CONDITION
Autumn Blaze Maple	Acer x freemanii Autumn Blaze	40-50'	30-40'	Medium	Sun	2" Cal., B&B
*Imperial Honeylocust	Gleditsia triacanthos inermis Imperial	30-40'	30-40'	Low	Sun	2" Cal., B&B
*Shademaster Honeylocust	Gleditsia triacanothos inermis	40-50'	30-40'	Low	Sun	2" Cal., B&B
Kentucky Coffeetree	Gymnocladus dioicus	50-60'	40-50'	Low	Sun	2" Cal., B&B
Greenspire Linden	Tilia cordata 'Greenspire'	30-40'	25-35'	Medium	Sun	2" Cal., B&B
Swamp White Oak	Quercus bicolor	40-60'	40-60'	Low	Sun / Part Shade	2" Cal., B&B

ORNAMENTAL TREES

COMMON NAME	BOTANICAL NAME	MATURE HEIGHT	MATURE SPREAD	WATER USE	SUN/SHADE	SIZE AND CONDITION
*Flame Amur or Ginnala Maple	Acer ginnala 'Flame'	15-20'	15-20'	Low	Sun	1-1/2" Cal., B&B
Hot Wings Tatarian Maple	Acer tataricum 'GarAnn'	20-25'	15-20'	Low	Adaptable	1-1/2" Cal., B&B
*Russian Hawthorn	Crataegus ambigua	15'-25'	20'	Low	Sun	1-1/2" Cal., B&B
*Prairifire Crabapple	Malus 'Prairifire'	15-20'	15-20'	Medium	Sun	1-1/2" Cal., B&B
Gambel Oak	Quercus gambelii	8-20'	6-12'	Very Low	Sun / Part Shade	5 Gallon Cont.
Japanese Tree Lilac	Syringa reticulata	15-25'	15-20'	Low	Sun / Part Shade	1-1/2" Cal., B&B

EVERGREEN TREES

COMMON NAME	BOTANICAL NAME	MATURE HEIGHT	MATURE SPREAD	WATER USE	SUN/SHADE	SIZE AND CONDITION
Pinon Pine	Pinus edulis	20-30'	10-20'	Low	Sun	6' ht, B&B
Ponderosa Pine	Pinus ponderosa	60-80'	30-40'	Low	Sun	6' ht, B&B

DECIDUOUS SHRUBS

COMMON NAME	BOTANICAL NAME	MATURE HEIGHT	MATURE SPREAD	WATER USE	SUN/SHADE	SIZE AND CONDITION
Leadplant	Amorpha canescens	2-4'	2-4'	Very Low	Sun	5 Gallon Cont.
Silver Sagebrush	Artemisia cana	1-6'	2-3'	Very Low	Sun	5 Gallon Cont.
*Littleleaf Mountain Mahogany	Cercocarpus intricatus	3-6'	3-5'	Very Low	Sun / Part Shade	5 Gallon Cont.
Dwarf Blue Rabbitbrush	Ericameria nauseosa nauseosa	1-4'	1-4'	Very Low	Sun	5 Gallon Cont.
*Apache Plume	Fallugia paradoxa	3-6'	3-6'	Very Low	Sun	5 Gallon Cont.
*Native Ninebark	Physocarpus monogynus	3-4'	3-4'	Low	Sun	5 Gallon Cont.
*Potentilla Shrub	Potentilla fruticosa	2-3'	2-3'	Low	Sun	5 Gallon Cont.
Rocky Mountain Sumac	Rhus glabra cismontana	2-3'	2-3'	Low	Sun / Part Shade	5 Gallon Cont.
*Yellow Flowering Currant	Ribes aureum	4-6'	4-6'	Low	Sun / Part Shade	5 Gallon Cont.
Boulder Raspberry	Rubus delicious	3-6'	3-6'	Low	Adaptable	5 Gallon Cont.
*White Snowberry	Symphoricarpos albus	3-4'	3-5'	Low	Sun / Part Shade	5 Gallon Cont.

EVERGREEN SHRUBS

COMMON NAME	BOTANICAL NAME	MATURE HEIGHT	MATURE SPREAD	WATER USE	SUN/SHADE	SIZE AND CONDITION
Common Juniper	Juniperus communis	1-3'	3-6'	Low	Sun / Part Shade	5 Gallon Cont.
Rocky Mountain Juniper	Juniperus scopulorum	20-30'	8-12'	Very Low	Sun	5 Gallon Cont.
*Golden Sword Varigated Yucca	Yucca filamentosa 'Golden Sword'	2-3'	2-4'	Low	Sun	1 Gallon Cont.

ORNAMENTAL GRASSES

COMMON NAME	BOTANICAL NAME	MATURE HEIGHT	MATURE SPREAD	WATER USE	SUN/SHADE	SIZE AND CONDITION
Switch Grass	Panicum virgatum	3-5'	18-24"	Low	Sun	1 Gallon Cont.
Little Bluestem Grass	Schizachyrium scoparium 'Blaze'	3-4'	24-30"	Low	Sun	1 Gallon Cont.
Blonde Ambition Grama Grass	Bouteloua gracillis 'Blonde Ambition'	2-3'	1-2'	Very Low	Sun	1 Gallon Cont.

PERENNIALS

COMMON NAME	BOTANICAL NAME	MATURE HEIGHT	MATURE SPREAD	WATER USE	SUN/SHADE	SIZE AND CONDITION
*Common White Yarrow	Achillea millefolium lanulosa	1-2'	2-3'	Low	Sun	1 Gal. / 24" O.C.
*Valerie Finnis Sage	Artemisia ludoviciana 'Valerie Finnis'	24-40"	2-3'	Very Low	Sun	1 Gal. / 24" O.C.
*Snow-In-Summer	Cerastium tomentosum	6-12"	12-18"	Low	Sun	1 Gal. / 24" O.C.
*Purple Coneflower	Echinacea purpurea	2-3'	18-24"	Low	Sun	1 Gal. / 24" O.C.
Hummingbird Flower	Epilobium canum latifolium	18-24"	18-24"	Low	Sun	1 Gal. / 24" O.C.
Silvery Horehound	Marrubium rotundifolium	6-8"	12-18"	Very Low	Sun	1 Gal. / 24" O.C.
Six Hils Giant Catmint	Nepeta x faassenii 'Six Hills Giant'	2-3'	2-3'	Low	Sun	1 Gal. / 24" O.C.
*Mat Penstemon	Penstemon caespitosus	1-4"	1-2'	Low	Sun	1 Gal. / 24" O.C.
Prairie Yellow Coneflower	Ratibida columnifera	18-24"	18-24"	Very Low	Sun	1 Gal. / 24" O.C.
*Speedwell	Veronica pectinata	1-2"	12-18"	Low	Sun	1 Gal. / 24" O.C.

* FIREWISE PLANTS

NOTES:

1. HOMEOWNERS MUST ABIDE BY THE INDIVIDUAL LOT LANDSCAPING PLANT LIST UNLESS APPROVED BY THE HOA BOARD TO INSTALL PLANTINGS WHICH DIFFER FROM THE INDIVIDUAL LOT LANDSCAPE PLANT LIST.

2. INDIVIDUAL LOT INSPECTIONS WILL BE NECESSARY AS PART OF THE CITY'S C.O. APPROVALS, AND FIRE PROTECTION ZONE APPROVALS.

Outdoor Design Group CAD LOGO.jpg

CANYON PINES FILING NO. 2
Arvada, Colorado

Owner:
Section 27, LLC
1480 Humboldt St.
Denver, CO 80218

Final Development Plan

Issue Dates

Date:	Notes:
12-20-22	City Submittal
04-23-23	City Submittal
06-30-23	City Submittal
09-18-23	City Submittal
10-24-23	City Submittal

PREPARED UNDER THE SUPERVISION OF

- FOR REVIEW -
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MATTHEW G. CORRION
COLORADO RLA #155

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Sheet
L1
Cover Sheet

1 LOT SCREENING ENLARGEMENT PLAN

1"=50'-0"

N

0 25' 50' 100'

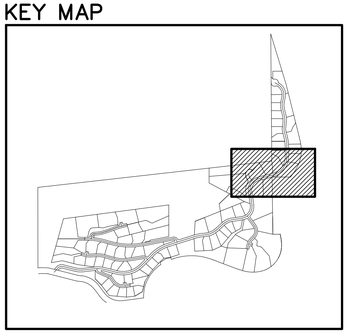
SCALE:1"=50'

CANYON PINES SUBDIVISION FILING NO. 1
REC. # 2017059646

C0811_Logo 6-21-11.jpg

Call 3 business days in advance before you dig, grade, or excavate for the marking of underground member utilities

KEY MAP



SYMBOL LEGEND

- PROPERTY LINE
- RIGHT OF WAY
- EDGE OF PAVEMENT
- CENTERLINE
- LOT LINE
- EASEMENT
- UTILITY EASEMENT
- RETAINING WALL
- BUILDING ENVELOPE
- MULTI-USE TRAIL
- LOT SETBACK
- NATIVE SEEDING
- EXISTING TREES
- LOT SCREENING TREES (5 YEARS AFTER PLANTING)
- LOT SCREENING TREES (EXPECTED SIZE AT MATURITY)

DEVELOPMENT REQUIREMENTS

REQUIREMENT	LOT
TREE REQUIREMENT OF 10 TREES (MIN. 10' HT.)	1-3
BACK DROP TREE SCREENING REQUIREMENT OF 6 TREES (MIN 10' HT.)	1

NOTE:

1. HOMEOWNERS WILL INSTALL THESE TREES AT TIME OF HOME CONSTRUCTION. TREES WILL BE PLANTED ON SLOPES NO GREATER THAN 2:1.

NOTES:

1. HORIZONTAL AND VERTICAL LOCATIONS OF LOT SCREENING ARE ILLUSTRATIVE. FINAL LOCATIONS SHALL BE SUBMITTED AT TIME OF INDIVIDUAL LOT DEVELOPMENT.

2. PER THE DEVELOPMENT REQUIREMENTS IN THE FDP, SPECIFIC LOTS MUST PROVIDE A MINIMUM QUANTITY OF TREES FOR SCREENING PURPOSES.

3. REFER TO THE FDP FOR REQUIREMENTS OF SCREENING LOCATED DOWN SLOPE FROM THE DWELLING. BACKDROP SCREENS SHOULD ADHERE TO THE MINIMUM PLANTED ELEVATION AND MINIMUM TREE HEIGHT AS DEFINED IN THESE PLANS UNLESS ALTERNATIVE IS APPROVED BY THE CITY OF ARVADA.

4. LOT SPECIFIC TREES ARE NOT QUANTIFIED IN PLANT SCHEDULE. SPECIES OF EVERGREEN TREES WILL BE DETERMINED AT TIME OF INDIVIDUAL LOT DEVELOPMENT.

5. BUFFER PLANTINGS ARE REQUIRED TO RESPECT DEFENSIBLE FIRE SPACE REQUIREMENTS. LANDSCAPE PLANS SHALL BE SUBMITTED WITH BUILDING PERMIT APPLICATION, AND REVIEWED FOR DEFENSIBLE FIRE SPACE COMPLIANCE.

6. THE SCHEMATIC LANDSCAPE SCREENS ILLUSTRATED ON THIS PLAN, GRAPHICALLY SHOW A CROWN SPACING APPROPRIATE FOR THE ANTICIPATED SIZE OF A TREE FIVE YEARS AFTER IT IS PLANTED.

7. AS THE VEGETATION FOR REQUIRED LANDSCAPE SCREENS AND OTHER LOT LANDSCAPING MATURES; HOA WILL REQUEST THAT THE FIRE MARSHAL WILL INSPECT DEFENSIBLE FIRE SPACE EVERY 5 YEARS. REGULAR PRUNING OF ALL VEGETATION SHALL BE PERFORMED TO REMOVE DEAD OR DYING BRANCHES, CLEAN UP ANY UNDERSTORY VEGETATION AND LIMBS WITHIN 10' OF THE GROUND, AND TO MAINTAIN APPROPRIATE CROWN SPACE SEPARATION.

8. A 10' SEPARATION MUST BE MAINTAINED BETWEEN ANY UNDERGROUND WET UTILITIES AND EXISTING OR PROPOSED TREES.

Outdoor Design Group CAD LOGO.jpg

CANYON PINES FILING NO. 2

Arvada, Colorado

Owner:
Section 27, LLC
1480 Humboldt St.
Denver, CO 80218

Final Development Plan

Issue Dates

Date:	Notes:
09-18-14	Conceptual
10-23-14	Client Review
11-11-15	City Submittal
06-27-16	City Submittal
10-05-16	City Submittal
01-18-17	City Submittal
07-20-23	City Submittal

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Sheet

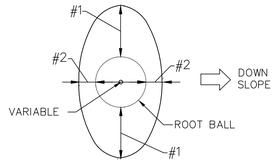
L2

Lot Screening Enlargement Plan

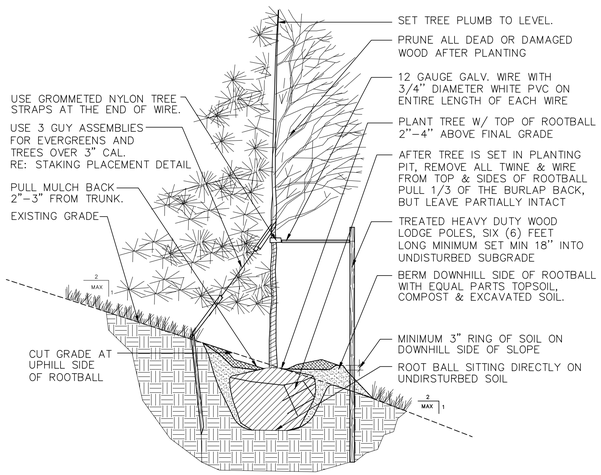
G:\Shared drives\Projects\X000.8800-002 - Canyon Pines\ANNEXATION\LANDSCAPE\Landscape Plans-Canyon Pines Export 07-17-23 - Standard\Landscape Plans-Canyon Pines FILING NO 2 10-25-23.dwg Layout1, 11/6/2023 6:05:09 PM,
DWG To PDF.pc3, 1:1

TREE PLANTING ON SLOPES

N.T.S.



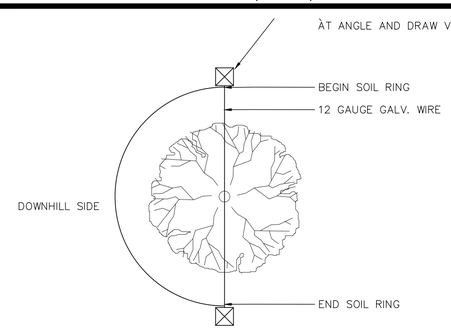
ELONGATED SLOPE PIT
#1=BALL DIAMETER
#2=1/3 BALL DIAMETER



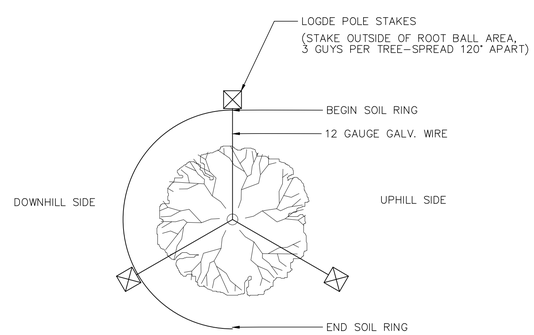
NOTE: THIS INSTALLATION SHALL APPLY TO ALL TREE TYPES AND SIZES PLANTED ON SLOPES STEEPER THAN 4:1. NO TREES SHALL BE PLANTED ON SLOPES 2:1 OR STEEPER.

TREE STAKING PLACMENT DETAIL (SLOPE)

N.T.S.



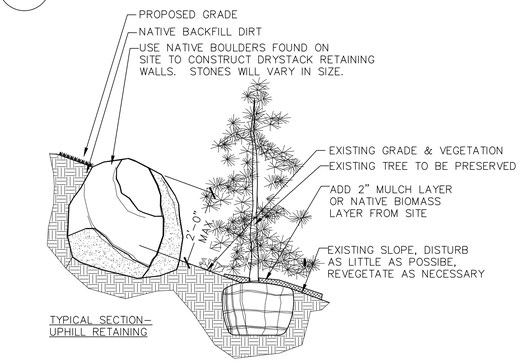
PLAN VIEW, DOUBLE STAKE PLACEMENT

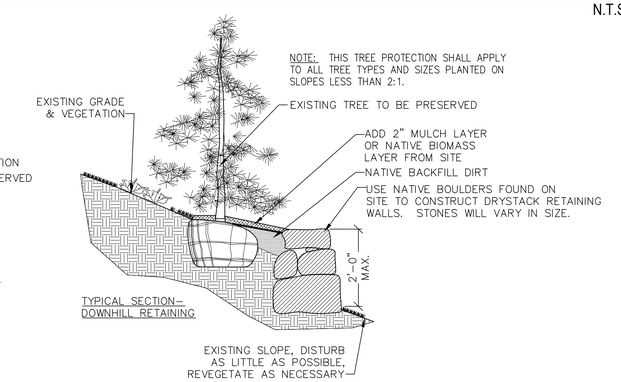


PLAN VIEW, TRIPLE STAKE PLACEMENT

DECIDUOUS & EVERGREEN TREE PRESERVATION - BOULDER RETAINING

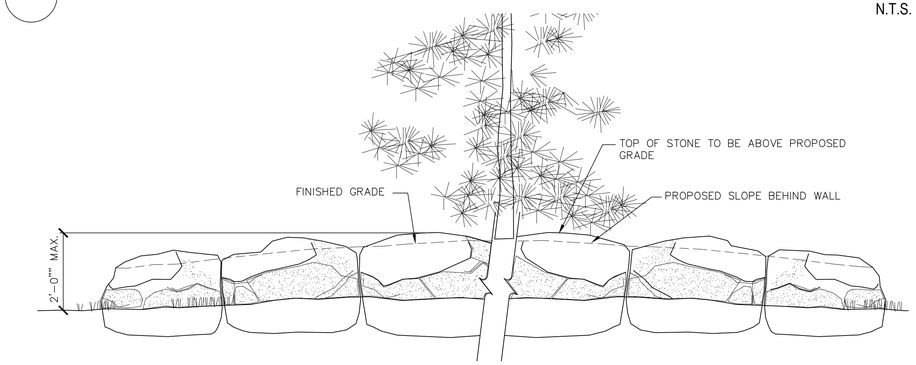
N.T.S.





DECIDUOUS & EVERGREEN TREE PROTECTION - BOULDER RETAINING WALL

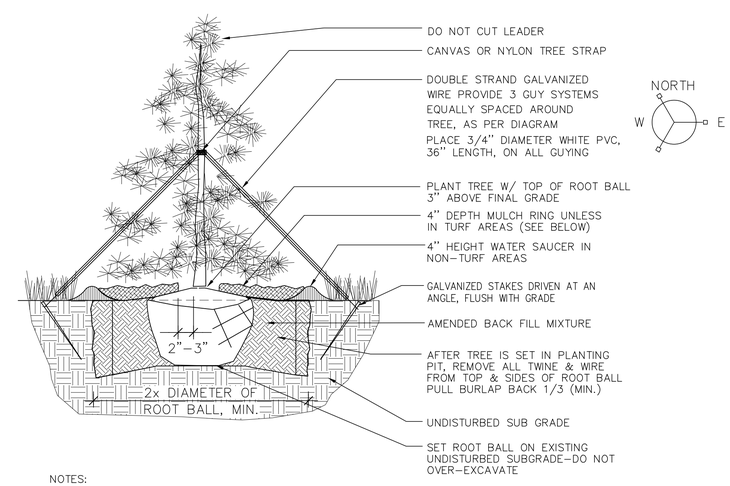
N.T.S.



TYPICAL ELEVATION

EVERGREEN TREE PLANTING

N.T.S.



NOTES:

1. PULL MULCH BACK 2" TO 3" FROM TRUNK OF TREE
2. INSTALL SPECIFIED MULCH TO DRIP LINE OF TREE WHERE PLANTED IN LAWN AREAS. MULCH TO BE 2" DEEP IN LAWN AREAS.
3. DO NOT PROVIDE WATER BASIN IN IRRIGATED LAWN AREAS.

COLORADO 811
Call 3 business days in advance before you dig, grade, or excavate for the marking of underground member utilities

OUTDOOR DESIGN GROUP
WWW.ODGDESIGN.COM
OUTDOOR DESIGN GROUP, INC.
5690 WEBSTER STREET
ARVADA, CO 80002
(303) 993-4811

CANYON PINES FILING NO. 2
Arvada, Colorado

Owner:
Section 27, LLC
1480 Humboldt St.
Denver, CO 80218

Final Development Plan

Issue Dates

Date:	Notes:
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Sheet
L3
Landscape Details

CANYON PINES FILING NO. 2 - ANNEXATION NEIGHBORHOOD MEETING SUMMARY No. 2

1. Dates and location of all meetings.
    - June 14th, 2023 – 6:00 pm
    - Location: Virtual
2. Content, dates mailed, and number of mailings, including letters, meeting notices, and any other written material.
    - See next sheet for packet sent. 8 mailings made.
3. The number of people that participated in the meetings and names of development team members in attendance and City of Arvada staff in attendance.
    - There were a total of 4 people in attendance with no public attendance.
    - City Staff: Cheryl Drake,
    - Development Team: Terry TenEyck, Nathan Laudick, Chad Ellington
4. A summary of concerns, issues, and problems expressed during the meetings, including:
    A. The substance of the concerns, issues, and problems.
        - Given no public attendance the meeting was adjourned with no discussions.
    B. How the Applicant has addressed or intends to address concerns, issues, and problems expressed at the meetings.
        - There is nothing to address from the 2nd meeting.
    C. Concerns, issues, and problems the Applicant is unwilling or unable to address and why.
        - None.

CANYON PINES FILING NO. 2 - ANNEXATION NEIGHBORHOOD MEETING SUMMARY No. 1

5. Dates and location of all meetings.
    - November 30th, 2022 – 6:00 pm
    - Location: Virtual
6. Content, dates mailed, and number of mailings, including letters, meeting notices, and any other written material.
    - See next sheet for packet sent. 8 mailings made.
7. The number of people that participated in the meetings and names of development team members in attendance and City of Arvada staff in attendance.
    - There were a total of 5 people in attendance.

- City Staff: Cheryl Drake,
- Development Team: Terry TenEyck, Nathan Laudick, Chad Ellington

8. A summary of concerns, issues, and problems expressed during the meetings, including:
   A. The substance of the concerns, issues, and problems.
      - No problems or concerns raised by the public. Cheryl had questions on how utilities would serve the property, where access would be taken from, and commented on the processes needed to complete the annexation, comp plan amendment, plat, etc.
   B. How the Applicant has addressed or intends to address concerns, issues, and problems expressed at the meetings.
      - We have submitted plans that show how properties will be served by utilities and have access. PUD submitted for zoning. Pre-plat submitted for splitting of parcels and tract that will be dedicated to the City of Arvada.
   C. Concerns, issues, and problems the Applicant is unwilling or unable to address and why.
      - None.

Sincerely,

Nathan Laudick

3203 Hillside Dr.
Wheat Ridge, CO 80033
419-203-5000 ph
nathan@laudickeng.com

SUMMARY MINUTES OF PLANNING COMMISSION ACTION HELD
NOVEMBER 21, 2023

Planning Commission meeting minutes are not an exact transcript and represent key points and the basis of discussion.

1. CALLED MEETING TO ORDER– By Michael P. Griffith at 6:17 P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL OF MEMBERS

Those present: Michael P. Griffith, Andrew Gay, Brandon Figliolino, Tom Aljinovich, Doug Magee, Steve Hannan

THOSE ABSENT

Tim Knapp

ALSO PRESENT: Jessica Garner; Director of Community and Economic Development, Rob Smetana, City Planning Manager; Emily Grogg, Sr. Ass't. City Attorney; Josie Suk, Development Systems and Administrative Manager; Cheryl Drake, Sr. Planner; Jenny Wolfschlag, City Engineer, Heidi Van Gieson, Recording Secretary.

Michael Griffith made a motion to excuse Tim Knapp

Those voting Yes: Griffith, Hannan, Ajinovich, Magee, Gay, Figliolino
Those voting No:
Those absent: Knapp
The motion carried 6-0

4. APPROVAL OF MINUTES

Doug Magee made a change to the minutes, on the second line from the bottom of page two, Marshall Street is to the "East" not "South".

August 8, 2023. The minutes stand approved as printed with the change.

5. GENERAL BUSINESS

None

6. REPORTS

None

7. PUBLIC COMMENT

There being no one wishing to speak, Public Comment was closed.

8. PUBLIC HEARINGS

8.A. DA2023-0005 Comprehensive Plan Amendment, Annexation, Rezoning and PUD Development Plan Amendment of Canyon Pines approximately located at 52 Canyon Pines Drive

Mr. Griffith opened the public hearing.

Mr. Griffith asked if all of the required documents were in order.

Ms. Drake stated the posting notice and affidavit are in order.

Mr. Griffith entered into the record the staff report for DA2023-0005, publication and affidavit.

Mr. Griffith asked Ms. Drake to introduce the project.

Ms. Drake introduced the project.

Nathan Laudick 3203 Hillside Drive, Wheat Ridge 80033

Mr. Laudick stated that the two parcels they are referring to are the Debrouillarde and Triangle that would need to be annexed into the city. The reasons for the annexation is that the water pumping station that the City of Arvada Contractors built is on the Debrouillarde property. There were easements on the property but when this project came about in 2019/2020 the city wanted the pump station to be on property located within the City limits. There is no new public infrastructure that needs to be built for these lots.

PUBLIC COMMENT

N/A

IN FAVOR

IN OPPOSITION

There being no one wishing to speak, Public Comment was closed.

APPLICANT REBUTTAL

QUESTIONS FROM THE COMMISSION

Mr. Aljinovich asked if the PUD's will be together or separate.

Ms. Drake stated that there will be one.

Mr. Hannan asked if the screening/landscaping will be addressed

Mr. Laudick stated that Lot 30 and 31 will not change as they have screening from the ridge. The new Lots will have forescreening and Lot one will have both forescreening and back drop screening.

Mr. Magee asked if the City is paying for the pump station.

Ms. Wolfschlag stated that the City designed and is building the pump station but the developer will be paying for it.

Mr. Magee asked since there is no water out there, if there are buildings yet.

Ms. Wolfschlag stated that there are foundation only permits at this time and above grade permits will be issued once the pump station is operational.

Mr. Magee asked if these files can be found online.

Ms. Drake stated that they can be found but it will be back in 2007, but that the city is also incorporating those items in with the new lots so that it is easily accessible.

Mr. Gay asked what the order was of the items.

Ms. Drake stated that it would be a Comp Plan before the Annexation, Rezoning and PUD.

Mr. Gay asked about the LDR, why is it not zoned Low Density Residential.

Ms. Drake stated that the LDR is a broad spectrum category of designations on the Comprehensive Plan. These are different than the zoning designations. The Comprehensive Plan provides the larger picture and the zoning breaks the designation down into more specific categories.

Mr. Gay asked if this was a standalone development would we do something different.

Mr Smetana stated that this one was kept as a PUD on the LDC update because of its history and the unique nature of it.

Mr. Gay asked about the neighborhood meeting, what do we do to set those up when there are no neighbors.

Ms. Drake stated that a mailing is sent and that the radius is not increased unless we think there will be a reason for concern.

Mr. Gay asked if there was anyone that attended that received the mailing.

Ms. Drake stated that there was one attendee at the first meeting and no one at the second meeting.

Mr. Figliolino asked for clarification about the sewer lines, when it would become public as it is listed in the report.

Ms. Wolfschlag stated that it is defined on the construction plans. There is a private pressurized system from the homes to the first manhole. From that manhole, where the system is gravity fed, it becomes public.

Mr. Figliolino stated that it shows that the Pump Station will be designated Open Space, are all of the water and pump stations within the city Open Space?

Ms. Drake and Mr. Smetana stated that most of them are.

MOTION FOR 8.A.1

It was moved by Mr. Figliolino that CP2023-0008 A resolution by the Planning Commission for the City of Arvada, Colorado to amend the 2014 Arvada Comprehensive Plan Land Use designation pertaining to Canyon Pines, Triangle Property (Annexation No. 1) from Jefferson County Rural Residential to City of Arvada Low Density Residential, a parcel of land approximately located At 52 Canyon Pines Drive in the County of Jefferson and State Of Colorado. be approved.

This motion is based on the findings of fact and approval criteria on Page(s) 10 & 11 of the Staff Report.

DISCUSSION OF MOTION

Those voting Yes: Griffith, Hannan, Ajinovich, Magee, Gay, Figliolino
Those voting No:
Those absent: Knapp
The motion carried 6-0

MOTION FOR 8.A.2

It was moved by Mr. Figliolino that an ordinance annexing certain land into the City of Arvada for Canyon Pines, Triangle Property (Annexation No. 1), a parcel of land approximately located at 52 Canyon Pines Drive in the County of Jefferson and State of Colorado, be recommended to City Council for approval subject to the condition(s) stated in the Staff Report.

This motion is based on the findings of fact and approval criteria on Page 11 of the Staff Report.

DISCUSSION OF MOTION

Those voting Yes: Griffith, Hannan, Ajinovich, Magee, Gay, Figliolino
Those voting No:
Those absent: Knapp
The motion carried 6-0

MOTION FOR 8.A.3

It was moved by Mr. Figliolino that an ordinance rezoning certain land within the City of Arvada, from Jefferson County A-1 (Agricultural-One) to City of Arvada PUD (Planned Unit Development) and amending the official zoning maps of the City of Arvada, Colorado, approximately located at 52 Canyon Pines Drive, also known as Canyon Pines, Triangle Property (Annexation No. 1), be recommended to City Council for approval subject to the condition stated in the Staff Report.

This motion is based on the findings of fact and approval criteria on Pages 11 & 12 of the Staff Report.

DISCUSSION OF MOTION

Those voting Yes: Griffith, Hannan, Ajinovich, Magee, Gay, Figliolino
Those voting No:
Those absent: Knapp
The motion carried 6-0

MOTION FOR 8.B.1

It was moved by Mr. Magee that CP2023-0009 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend The 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Canyon Pines, Debrouillarde (Annexation No. 2) From Jefferson County Rural Residential to City of Arvada Low Density Residential and Public/Quasi-Public, a parcel of land approximately located at 52 Canyon Pines Drive in the County of Jefferson and State of Colorado .

This motion is based on the findings of fact and approval criteria on Page(s) 10 & 11 of the Staff Report.

DISCUSSION OF MOTION

Those voting Yes: Griffith, Hannan, Ajinovich, Magee, Gay, Figliolino
Those voting No:
Those absent: Knapp
The motion carried 6-0

MOTION FOR 8.B.2

Ii was moved by Mr. Magee that an ordinance annexing certain land into the City of Arvada for Canyon Pines, Arvada's Debrouillarde Pump Station (Annexation No. 2) approximately located at 52 Canyon Pines Drive in the County of Jefferson and State of Colorado, be recommended to City Council for approval.

This motion is based on the findings of fact and approval criteria on Page 11 of the Staff Report.

DISCUSSION OF MOTION

Those voting Yes: Griffith, Hannan, Ajinovich, Magee, Gay, Figliolino

Those voting No:
Those absent: Knapp
The motion carried 6-0

MOTION FOR 8.B.3

It was moved by Mr. Magee that an ordinance rezoning certain land within the City of Arvada, from Jefferson County A-2 (Agricultural-Two) to City of Arvada PUD (Planned Unit Development) and OS (Open Space) and amending the official zoning maps of the City of Arvada, Colorado, approximately located at 52 Canyon Pines Drive, also known as Canyon Pines, Arvada's Debrouillarde Pump Station (Annexation No. 2), be recommended to City Council for approval.

This motion is based on the findings of fact and approval criteria on Pages 11 & 12 of the Staff Report.

DISCUSSION OF MOTION

Those voting Yes: Griffith, Hannan, Ajinovich, Magee, Gay, Figliolino
Those voting No:
Those absent: Knapp
The motion carried 6-0

MOTION FOR 8.C

It was moved by Mr. Magee that Canyon Pines Filing No.1 PUD Development Plan Amendment & Canyon Pines Filing No. 2, PUD Development Plan located at approximately 52 Canyon Pines Drive, be recommended to City Council for approval.

This motion is based on the findings of fact and approval criteria on Page 12 & 13 of the Staff Report.

DISCUSSION OF MOTION

Those voting Yes: Griffith, Hannan, Ajinovich, Magee, Gay, Figliolino
Those voting No:
Those absent: Knapp
The motion carried 6-0

8. **OTHER ITEMS**

There will be no meeting on December 5th or December 19th.

It was moved by Mr. Magee that we cancel both December meetings.

Those voting Yes: Griffith, Hannan, Ajinovich, Magee, Gay, Figliolino

Those voting No:
Those absent: Knapp
The motion carried 6-0

9. **INTRODUCTION OF JESSICA GARNER**

Jessica did a short presentation on her background, updates on the Community and Economic Development work system, and upcoming projects.

10. **ADJOURNED** at 7:13 P.M.

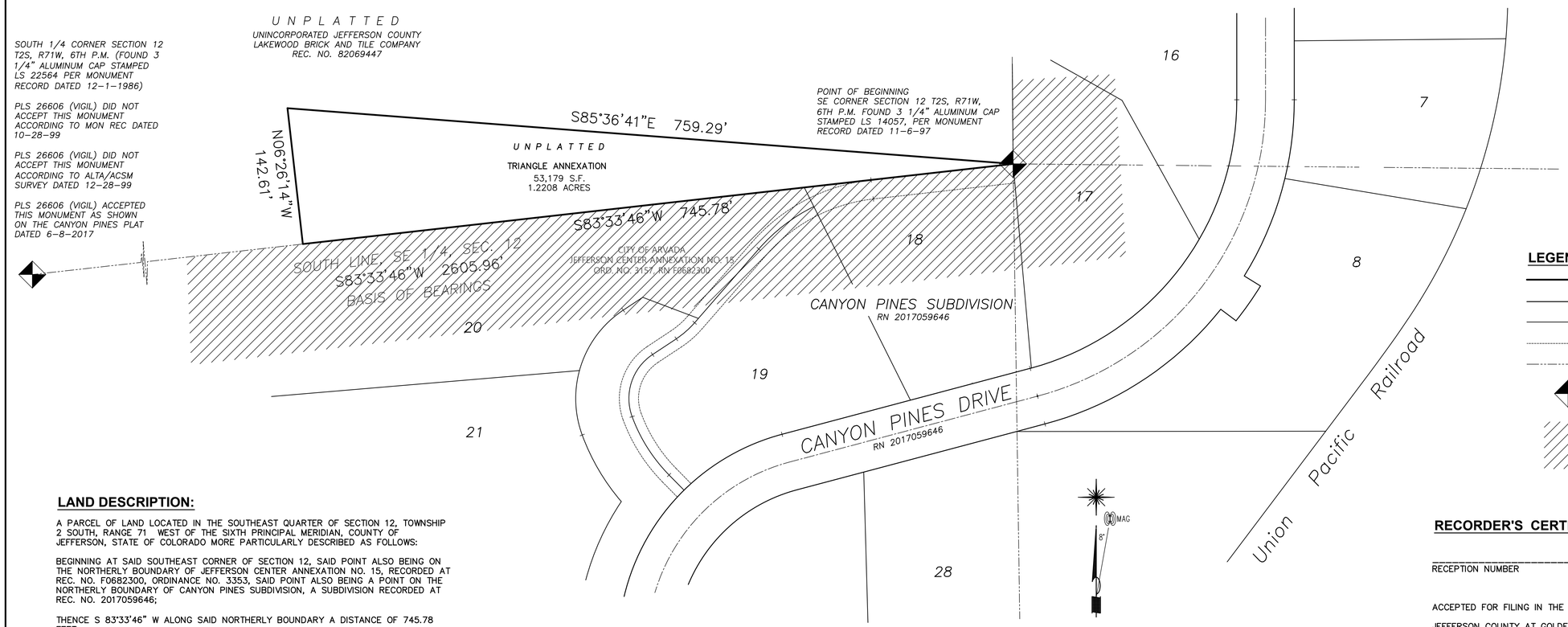
_____
Michael P. Griffith, Chair

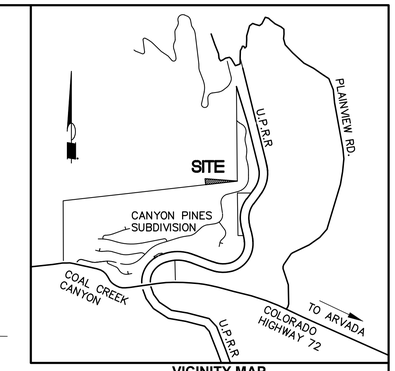
_____
Tim Knapp, Secretary

_____
Heidi Van Gieson, Recording Secretary

TRIANGLE ANNEXATION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 SECTION 12,
T2S R71W 6TH P.M. COUNTY OF JEFFERSON, STATE OF COLORADO





-VICINITY MAP-
SCALE: 1"=2000'

LEGEND

- BOUNDARY LINE
- ROW LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE
- SECTION CORNER
- AREA OF PREVIOUS ANNEXATION

LAND DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID SOUTHEAST CORNER OF SECTION 12, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY OF JEFFERSON CENTER ANNEXATION NO. 15, RECORDED AT REC. NO. F0682300, ORDINANCE NO. 3353, SAID POINT ALSO BEING A POINT ON THE NORTHERLY BOUNDARY OF CANYON PINES SUBDIVISION, A SUBDIVISION RECORDED AT REC. NO. 2017059646;

THENCE S 83°33'46" W ALONG SAID NORTHERLY BOUNDARY A DISTANCE OF 745.78 FEET;

THENCE N 06°26'14" W A DISTANCE OF 142.61 FEET;

THENCE S 85°36'41" E A DISTANCE OF 759.29 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 53,179 S.F. OR 1.2208 ACRES MORE OR LESS.

GENERAL NOTES:

1. THE LINEAL UNITS USED ON THIS MAP ARE U.S. SURVEY FEET. ALL BEARINGS SHOWN HEREON ARE IN DEGREES-MINUTES-SECONDS.

2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE AY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

3. BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 12 BEING S 83°33'46" W AND MONUMENTED AS FOLLOWS:

-SOUTH QUARTER CORNER OF SECTION 12, BEING A FOUND 3.25" ALUMINUM CAP, PLS 22564, PER MON. REC. DATED 12-1-1986.

-SOUTHEAST CORNER OF SECTION 12, BEING A FOUND 3.25" ALUMINUM CAP, PLS 14057, PER MON. REC. DATED 12-13-1985.

4. THIS MAP IS NOT A MONUMENTED LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT.

5. THE PURPOSE OF THIS MAP IS TO SHOW THE AREA TO BE ANNEXED INTO THE CITY OF ARVADA AND WAS CREATED WITHOUT THE BENEFIT OF A TITLE POLICY.

CONTIGUITY STATEMENT:

THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUES 1973, 31-12-104-(1) (a) THAT ONE-SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 1,647.68'

ONE-SIXTH OF THE TOTAL PERIMETER OF AREA = 274.61'

PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 745.78'

THE TOTAL CONTIGUOUS PERIMETER IS 45.26% WHICH EXCEEDS THE 1/6 (16.67%) AREA REQUIRED.

SURVEYOR'S STATEMENT:

THE CITY OF ARVADA IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE SURVEY DATA SHOWN HEREIN. THE CITY OF ARVADA'S REVIEW IS FOR GENERAL COMPLIANCE WITH ARVADA'S LAND DEVELOPMENT CODE. THE CITY OF ARVADA, THROUGH THE ACCEPTANCE OF THIS ANNEXATION MAP, ASSUMES NO RESPONSIBILITY FOR COMPLETENESS AND/OR ACCURACY OF THIS ANNEXATION MAP. THE ACCURACY OF SURVEY INFORMATION INCLUDING BOUNDARY INFORMATION, MONUMENTATION, LOT LINES, ETC IS THE SOLE RESPONSIBILITY OF THE LICENSED SURVEYOR NAMED HEREIN.

APPROVAL CERTIFICATE:

APPROVED FOR FILING BY THE CITY OF ARVADA THIS_____DAY OF

_____20____

_____ ATTEST _____
MAYOR CITY CLERK

ORDINANCE NUMBER_____

RECORDER'S CERTIFICATE:

_____
RECEPTION NUMBER

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF

JEFFERSON COUNTY AT GOLDEN COLORADO ON THIS _____DAY

OF_____

20_____AT_____O'CLOCK __M

_____
JEFFERSON COUNTY CLERK AND RECORDER

_____
DEPUTY CLERK

SURVEYOR' S CERTIFICATE:

I, CHRISTOPHER H. McELVAIN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO , DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY DIRECT RESPONSIBILITY, SUPERVISION, AND CHECKING AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE AREA TO BE ANNEXED TO THE CITY OF ARVADA, COLORADO. THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUTES 1973 31-12-104 (1) (a) THAT ONE SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

_____
CHRISTOPHER H. McELVAIN
COLORADO P.L.S. 36561
FOR AND ON BEHALF OF SURVEY303, LLC.

SURVEY 303 LLC
LAND SURVEYING
5368 LYNN DR. ARVADA CO. 80002
303 514 3668 SURVEY303@AOL.COM

NAME OF ANNEXATION: TRIANGLE ANNEXATION

APPROXIMATE LOCATION: 52 Canyon Pines Drive, Arvada, CO 80403

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

TO THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:
The undersigned in accordance with the Municipal Annexation Act of 1965, Chapter 31, Article 12, C.R.s 1973, as amended, hereby petitions the City Council of the City of Arvada for annexation to the City of Arvada of the following described unincorporated territory located in the County of Jefferson, State of Colorado, to wit:

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 12 BEING S 83°33'46" W AND MONUMENTED AS FOLLOWS:

-SOUTH QUARTER CORNER OF SECTION 12, BEING A FOUND 3.25" ALUMINUM CAP, *PLS 22564, PER MON. REC. DATED 12-1-1986.*

-SOUTHEAST CORNER OF SECTION 12, BEING A FOUND 3.25" ALUMINUM CAP, PLS 14057, PER MON. REC. DATED 12-13-1985.

BEGINNING AT SAID SOUTHEAST CORNER OF SECTION 12, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY OF JEFFERSON CENTER ANNEXATION NO. 15, RECORDED AT REC. NO. F0682300 ORDINANCE NO. 3353, SAID POINT ALSO BEING A POINT ON THE NORTHERLY BOUNDARY OF CANYON PINES SUBDIVISION, A SUBDIVISION RECORDED AT REC. NO. 2017059646;

THENCE S 83°33'46" W ALONG SAID NORTHERLY BOUNDARY A DISTANCE OF 745.78 FEET;

THENCE N 06°26'14" W A DISTANCE OF 142.61 FEET;

THENCE S 85°36'41" E A DISTANCE OF 759.29 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 53,179 S.F. OR 1.2208 ACRES MORE OR LESS.

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

1. It is desirable and necessary that the above-described territory be annexed to the City of Arvada.
2. No less than one-sixth of the perimeter of the area proposed to be annexed is

contiguous with the City of Arvada.

3. A community of interest exists between the territory proposed to be annexed and the City of Arvada.
4. The territory proposed to be annexed is urban or will be urbanized in the future.
5. The territory proposed to be annexed is integrated or is capable of being integrated with the City of Arvada.
6. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
   a. is divided into separate parts or parcels without the written consent of the landowner or landowners thereof.
   b. comprising twenty acres or more which, together with the buildings and improvements situated thereon, has an assessed value in excess of two-hundred thousand dollars for an ad valorem tax purpose for the year preceding the annexation is included within the territory proposed to be annexed, without the written consent of the landowner or landowners thereof.
7. No annexation proceedings have been commenced by another municipality for the annexation of part or all of the area proposed herein to be annexed to Arvada.
8. Annexation of the territory proposed to be annexed will not result in detachment of area from any school district and the attachment of the same to another school district.
9. Annexation of the area proposed to be annexed will not have the effect of extending the City of Arvada's municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year.
10. No portion of a platted street or alley lies within the boundaries of the area proposed to be annexed, unless the entire width of said street or alley has been included within the boundaries of the area to be annexed.
11. The Signer(s) of the Petition comprise(s) the landowner(s) of one hundred percent of the territory included in the area proposed to be annexed, exclusive of streets and alleys and any land owned by the annexing municipality.
12. All other requirements of Section 31-12-104 and 31-12-105, C.R.S., exist or have been met.
13. The mailing address of the Signer, the legal description of the land owned by such signer, and the date of signing of such signature are all shown on this Petition.
14. Attached to this Petition is the Affidavit of Circulator of this Petition that the signature hereon is the signature of the person whose name it purports to be.

Your Petitioner(s) further request(s) that the City of Arvada approve the annexation of the area proposed to be annexed.

Owner's Signature: Diana K Ten Eyck
Name of signer (print) DIANA K. TEN EYCK
Address: 98 S. ROGERS WAY GOLDEN CO 80401
Date of signing: JULY 25, 2023

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO
) ss.
COUNTY OF Adams

THOMAS W. TENEYCK, JR., being duly sworn, upon oath, deposes and states:

1. That the affiant circulated the Petition for Annexation for the purpose of obtaining the signature(s) of the above Petitioner(s).
2. That each signature thereon is the signature of the person whose name it purports to be.

Circulator

NOTARY CERTIFICATE
STATE OF COLORADO)
) ss.
COUNTY OF Adams)

Subscribed and sworn to before me this 25th day of July, 2023

Witness my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: 02/09/2023

JENNY L MOORE
Notary Public
State of Colorado
Notary ID # 20004003852
My Commission Expires 02-09-2024

CANYON PINES, TRIANGLE PROPERTY, ANNEXATION NO. 1 ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") between Diana TenEyck (hereinafter referred to as "Annexor"), and the City of Arvada, Colorado, a Colorado municipal corporation (hereinafter referred to as the "City"), shall be effective upon its execution by all applicable parties and immediately upon approval by the City of Arvada as evidence by the approval signature were indicated below.

RECITALS AND REPRESENTATIONS:

WHEREAS, the Annexor represents that it is the sole Annexor of the following described property generally located at 52 Canyon Pine Drive, in the City of Arvada, County of Jefferson, State of Colorado, more fully described as follows:

(See attached Legal Description)

known as Canyon Pines, Triangle Property, and hereinafter referred to as the "Property."

WHEREAS, the Annexor desires to annex the Property to the City, and to that end has filed a Petition for Annexation of the Property into the City, pursuant to the Colorado Municipal Annexation Act, C.R.S. § 31-12-101, *et seq*.; and

WHEREAS, the City wishes to control its growth in a planned and orderly fashion, maintaining the improvements and the quality of life and the City's ability to provide and enhance environmental amenities, services, and local opportunities for its citizens; and

WHEREAS, the Annexor is planning development of the 1.2208-acre Property with one single family home as shown on the PUD Development Plan (PDP).

WHEREAS, the Annexor has submitted to the City a PDP for the Property, which include a preliminary site plan, preliminary landscape plan, preliminary grading plan, preliminary utility plans, and other supporting documentation for the development thereof. The preliminary plans, and other supporting documents, as approved by the City, are public records on file and available for review at the City of Arvada City Hall, 8101 Ralston Road, Arvada, Colorado. These approved preliminary plans and associated documents, are also incorporated into this Agreement for all purposes including illustration and interpretation of the terms and conditions of this Agreement, and may herein be referred to collectively as the "Final Plans".

WHEREAS, the parties hereto understand and agree that the intent of this Agreement is to establish obligations and responsibilities with respect to the development of the Property in accordance with the Final Plans, said obligations and responsibilities being covenants that run with the Property, encumbering such and governing the development thereof. The Annexor herein shall be affirmatively bound to satisfy all of the obligations and responsibilities set forth herein (including the construction of public improvements).

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the parties, the approval by the City of Arvada of the Final Plans for the Property, the dedication of certain land and/or easements to the City and other good and valuable considerations, the sufficiency and adequacy of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. CODE COMPLIANCE: The Annexor shall comply with all codes, ordinances, and rules and regulations of the City. Development of the Property shall also be in conformance with all aspects of the Final Plans and shall be completed prior to issuance of a certificate of occupancy within the Property. This shall include, but not be limited to, access and parking, landscaping, rooftop and wall mounted equipment, building elevations, and all other requirements of the Final Plans and applicable City codes, ordinances, and rules and regulations.

2. WATER RIGHTS: Chapter 102, Article II, of the Arvada City Code requires that all Property annexed into the City, must convey any tributary water rights appurtenant thereto to the City of Arvada. The Annexor of the Property has declared that no water rights are associated with the Property. Should it be determined otherwise, the Annexor shall be required to comply with the conveyance requirements of the Arvada City Code. In addition, the City, upon annexation, will not acquire, or require conveyance of, existing well water rights, but shall have a right of first refusal to have such rights conveyed to the City, pursuant to the Arvada Land Development Code, in the event the Annexor, or its successors or assigns, desires to convey such rights to any party other than a subsequent purchaser of the landowner's lot(s) upon which the well is situated.

3. PARK DEVELOPMENT FEE/LAND DEDICATION/FEE-IN-LIEU: The Annexor shall provide cash-in-lieu for park land dedication and for the park development fee as required by the LDC § 8-4-3. Payment of these fees shall be based on the fee rate in effect at the time of payment and on an appraisal provided by the Annexor and satisfactory to the City. Payment of these fees-in-lieu must be paid to the City prior to approval of the FDP/Minor Plat or the first building permit, whichever occurs first.

4. SCHOOL LAND DEDICATION/FEE-IN-LIEU: The Annexor shall provide cash-in-lieu for school land dedication as required by the LDC § 8-4-3. Payment of these fees shall be based on the fee rate in effect at the time of payment and on an appraisal provided by the Annexor and satisfactory to the City. Payment of this fee-in-lieu of school land dedication must be paid to the City prior to approval of the FDP/Minor Plat or the first building permit, whichever occurs first.

5. DELAYS: The parties have executed this Agreement such that completion of the improvements shall be subject to strikes, accidents, acts of God, weather conditions which justify a delay in construction in light of standard practices in the building profession, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delay resulting from events which are beyond the control of the delaying party and which are agreed to by the parties as justifying delay.

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

7. BINDING EFFECT: The parties hereto agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns thereof and shall constitute covenants running with the Property. In the event that all or part of the Property is sold, transferred, or otherwise conveyed to additional or multiple parties, all Annexors shall be jointly and severally responsible for the obligations of the Annexors and Annexor as set forth in this Agreement.

8. SEVERABILITY: Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement. This Agreement may be amended only by an instrument in writing signed by all parties.

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

10. GOVERNING LAW AND ENFORCEMENT: The laws of the State of Colorado shall govern this Agreement. The parties agree and acknowledge that this Agreement may be enforced at law or in equity. In addition to any other available remedies, it is understood and agreed that the City may withhold or revoke any permits or certificates, including but not limited to building permits and certificates of occupancy, for the Property or for any structure or lot within this development in the event of a breach of this Agreement by the Annexor.

11. ATTORNEY'S FEES: If the Annexor breaches this Agreement, then the breaching party shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

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

13. RECORDATION FEES: The City of Arvada shall record this Agreement and any approved subdivision plat for the Property (as applicable) with the Clerk and Recorder's office of the appropriate county per the provisions of the LDC. Prior to recordation, the Annexor shall provide the City with an updated title commitment to ensure that all appropriate parties in interest sign this Agreement. Prior to recordation, the Annexor shall also pay all costs associated with recordation of these items with the County Clerk and Recorder, based on the recordation rate in effect at the time of payment.

14. INCORPORATION OF EXHIBITS: Unless otherwise stated in this Agreement, exhibits referenced in this Agreement shall be incorporated into this Agreement for all purposes. Reference to "Job Numbers" or "Project Numbers" in this Agreement is a reference to Final Plans and documentation

which is retained as a public record on file and available for public inspection and review upon request at the City of Arvada, Municipal Building, 8101 Ralston Road, Arvada, Colorado. Such Final Plans and documentation filed with the City, approved by the City and noted within this Agreement are hereby incorporated into this Agreement for all purposes.

15. REVIEW OF REFERENCED DOCUMENTS: The Annexor hereby understands and acknowledges that the public documents referenced in this Agreement, including but not limited to the Arvada City Code, Land Development Code, Engineering Specifications, and Design Guidelines were prior to the execution of this Agreement, and are presently, available for review and inspection at the Arvada Municipal Building, 8101 Ralston Road, Arvada, Colorado, from 8:00 a.m. through 5:00 p.m., Monday through Friday.

16. INDEMNIFICATION AND HOLD HARMLESS: The Annexor shall defend, indemnify, hold harmless, release and discharge the City of Arvada and the City's officers, employees, agents, and contractors from all liability, claims, and demands, including reasonable attorney's fees and court costs, which arise out of or are in any manner connected with or related to the approval of the Final Plans for the Property.

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

City:
City of Arvada
8101 Ralston Road
Arvada, CO 80002

Annexor:
Diana TenEyck
98 S. Rogers Way
Golden, CO 800401

DATED THIS_____DAY OF_____, 2023.

CITY OF ARVADA, a Colorado Municipal Corporation

_____
Lauren Simpson, Mayor

ATTEST:

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

_____
City Clerk

By:_____

ANNEXOR
Diana TenEyck

By: Diana K TenEyck
Diana TenEyck, Owner

STATE OF Colorado)
) ss.
COUNTY Adams)

The foregoing was acknowledged before me this 14th day of November 2023, by Diana TenEyck as Owner.

My Commission Expires: July 29 2026

Notary Gwenn A Wardhouse

GWENN A WOODHOUSE
Notary Public
State of Colorado
Notary ID # 20144023750
My Commission Expires 07-29-2026

CITY OF ARVADA

REPORT TO CITY COUNCIL PUBLIC HEARING	AGENDA ITEM 10.D.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: CB23-031, An Ordinance Rezoning Certain Land Within the City of Arvada, From Jefferson County A-1 (Agricultural-One) to City of Arvada PUD (Planned Unit Development) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Approximately Located at 52 Canyon Pines Drive, also Known As Canyon Pines, Triangle Property (Annexation No. 1) (Ordinance No. 4864) (Presenter: Rob Smetana)

Report in Brief

PRESENTER: Rob Smetana

Section 27 LLC is requesting approval of a Comprehensive Plan Amendment, annexation, and rezoning of two parcels of land known as Canyon Pines- Triangle parcel (Annexation No.1) and Canyon Pines- Arvada's DeBrouillarde Pump Station parcel (Annexation No. 2). A Planned Unit Development (PUD) for the two parcels in addition to a PUD Amendment for a portion of the original Canyon Pines development, collectively referred to as Canyon Pines Filing No. 2 accompany these requests.

The annexations include Annexation No. 1 (the Triangle, which is 1.2208 acres) and Annexation No. 2 (Arvada's DeBrouillarde Pump Station parcel, which is 2.7964 acres). Both parcels are outside of the current Comprehensive Plan boundaries requiring that the plan be amended to extend the boundaries. The Annexation No. 1 parcel and the majority of the Annexation No. 2 parcel are proposed to be rezoned PUD (Planned Unit Development). The northeast corner of the Annexation No. 2 parcel is proposed to be rezoned OS (Open Space) to accommodate a new City water pump station.

The Arvada team recommends that the City Council approve CB23-031, An Ordinance Rezoning Certain Land Within the City of Arvada, From Jefferson County A-1 (Agricultural-One) to City of Arvada PUD (Planned Unit Development) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Approximately Located at 52 Canyon Pines Drive, also Known As Canyon Pines, Triangle Property (Annexation No. 1)

Financial Impact

There is no financial impact.

Background

The subject property is located on the north side of State Highway 72, approximately 2.5 miles west of State Highway 93. The site is directly to the west of the Union Pacific Railroad and is currently vacant.

The original Canyon Pines development was included with the Jefferson Center master development for which specific plans, regulations, and intergovernmental agreements were prepared in anticipation of development. An amendment to the City of Arvada Comprehensive Plan was approved for the area in 1989, and a Comprehensive Development Plan (CDP) was approved. The CDP specifies land uses that are allowed. An annexation agreement was also approved in 1989 that specified requirements for future development. A Subdivider's Agreement was entered into between the City, Jefferson Center Metro District (JCMD) No.1, and Jefferson Center Associates (JCA) specific for the property annexed by members of JCA. A metropolitan district was created to fund the infrastructure improvements in annexed portions of Jefferson Center.

The Canyon Pines site was annexed as Jefferson Center Filings #14 and 15 in 1997. Concurrent with the annexation, the site was zoned PUD-NC-R-A (Planned Unit Development — New Community — Residential Sub-district A), and an Outline Development Plan (ODP) was approved. Subsequently, the applicant filed a lawsuit objecting to certain conditions of the annexation. By stipulation of the parties, a Jefferson County District Court order provided that a new public hearing be held concerning five specific topics. This hearing was held July 13th of 1998 and the Preliminary Site Plan for the 90 lot Canyon Pines development was approved. In 2017, the Final Development Plan and final plat were approved, and the infrastructure is nearly complete. In 2020, the Canyon Pines development was zoned PUD with the adoption of the updated Land Development Code. In order to deliver water to the development a City pump station is needed. The parcel for this station is located immediately adjacent to the east boundary of the Canyon Pines development in Annexation No. 1. The pump station parcel will be subdivided off of the larger parcel. The remaining portion of the parcel and the Annexation No. 2 parcel will be included for residential development.

Discussion

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	The rezoning request to PUD and OS is consistent with the proposed Comprehensive Plan amendment and the existing character of the surrounding area.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The use of the properties as single family residential and public facility is allowed in the PUD and OS zone districts.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	Facilities and services necessary to serve the property are currently available in the surrounding area and will provide adequate levels of service.
4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.	Complies	Impacts from the proposed single family residential and public facility development will be mitigated through the incorporation of PUD standards that will result in compatible development.
5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.	Complies	The Canyon Pines #2 PUD is consistent with the original Canyon Pines PUD directly adjacent to the properties.

Public Contact

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council. Two neighborhood meetings for this project took place for this project; one on November 30th, 2022 and again on June 16th, 2023. The applicant, staff, and one neighbor were in

attendance at the first meeting. No neighbors attended the second meeting. The applicant reviewed the proposals but there were no concerns raised by the public.

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

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1500 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

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

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

Commission Recommendation

The Arvada Planning Commission voted 6 to 0 (1 absence) to recommend approval to City Council on November 21, 2023.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB23-031, An Ordinance Rezoning Certain Land Within the City of Arvada, From Jefferson County A-1 (Agricultural-One) to City of Arvada PUD (Planned Unit Development) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Approximately Located at 52 Canyon Pines Drive, also Known As Canyon Pines, Triangle Property (Annexation No. 1).

Suggested Motion:

I move that CB23-031, An Ordinance Rezoning Certain Land Within the City of Arvada, From Jefferson County A-1 (Agricultural-One) to City of Arvada PUD (Planned Unit Development) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Approximately Located at 52 Canyon Pines Drive, also Known As Canyon Pines, Triangle Property (Annexation No. 1), be (approved on final reading, numbered 4864 and ordered published by title only) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Cheryl Drake, Senior Planner	12/13/2023
Josie Suk, Development Systems and Administrative Manager	12/14/2023
Rob Smetana, Planning Manager	12/19/2023
Jessica Garner, Director of Community and Economic Development	12/19/2023
Gail Walker, Legal Specialist-Contracts	12/19/2023
Emily Grogg, Senior Assistant City Attorney	12/21/2023
Linda Haley, Deputy City Manager	12/21/2023
Rachel Morris, City Attorney	12/22/2023
Nora Steenson, Deputy City Attorney	12/26/2023
Brad Moloney, Deputy City Attorney	12/26/2023
Lorie Gillis, City Manager	12/27/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 23-031
ORDINANCE NO. 4864

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, FROM JEFFERSON COUNTY A-1 (AGRICULTURAL-ONE) TO CITY OF ARVADA PUD (PLANNED UNIT DEVELOPMENT) AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, APPROXIMATELY LOCATED AT 52 CANYON PINES DRIVE, ALSO KNOWN AS CANYON PINES, TRIANGLE PROPERTY (ANNEXATION NO. 1)

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

Section 1. The following described property is hereby rezoned from Jefferson County A-1 (Agricultural-One) to City of Arvada PUD (Planned Unit Development).

THE CURRENTLY VACANT PARCEL OF LAND APPROXIMATELY LOCATED AT 52 CANYON PINES DRIVE MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT A.

Section 2. The Official Zoning Maps of the City of Arvada are hereby amended in accordance herewith.

Section 3. This ordinance shall be effective fifteen days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 4th day of December, 2023.

PASSED, ADOPTED, AND APPROVED this 8th day of January, 2024.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

Publication Dates: December 7, 2023
January 11, 2024

EXHIBIT A

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, FROM JEFFERSON COUNTY A-1 (AGRICULTURAL-ONE) TO CITY OF ARVADA PUD (PLANNED UNIT DEVELOPMENT) AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, APPROXIMATELY LOCATED AT 52 CANYON PINES DRIVE, ALSO KNOWN AS CANYON PINES, TRIANGLE PROPERTY (ANNEXATION NO. 1)

LAND DESCRIPTION
ANNEXATION 1
PUD – LOW DENSITY RESIDENTIAL

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 12 BEING S 83°33'46" W AND MONUMENTED AS FOLLOWS:

-SOUTH QUARTER CORNER OF SECTION 12, BEING A FOUND 3.25" ALUMINUM CAP, PLS 22564, PER MON. REC. DATED 12-1-1986.

-SOUTHEAST CORNER OF SECTION 12, BEING A FOUND 3.25" ALUMINUM CAP, PLS 14057, PER MON. REC. DATED 12-13-1985.

BEGINNING AT SAID SOUTHEAST CORNER OF SECTION 12, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY OF JEFFERSON CENTER ANNEXATION NO. 15, RECORDED AT REC. NO. F0682300 ORDINANCE NO. 3353;

THENCE S 83°33'46" W ALONG SAID NORTHERLY BOUNDARY A DISTANCE OF 745.78 FEET;

THENCE N 06°26'14" W A DISTANCE OF 142.61 FEET;

THENCE S 85°36'41" E A DISTANCE OF 759.29 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 53,179 S.F. OR 1.2208 ACRES MORE OR LESS.

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 10.E.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: Ratification and Approval of CP2023-0009 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend The 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Canyon Pines, Debrouillarde (Annexation No. 2) From Jefferson County Rural Residential to City of Arvada Low Density Residential and Public/Quasi-Public, a Parcel of Land Approximately Located at 52 Canyon Pines Drive in the County of Jefferson and State of Colorado (Presenter: Rob Smetana)

Report in Brief

Section 27 LLC is requesting approval of a Comprehensive Plan Amendment, annexation, and rezoning of two parcels of land known as Canyon Pines- Triangle parcel (Annexation No.1) and Canyon Pines- Arvada's DeBrouillarde Pump Station parcel (Annexation No. 2). A Planned Unit Development (PUD) for the two parcels in addition to a PUD Amendment for a portion of the original Canyon Pines development, collectively referred to as Canyon Pines Filing No. 2 accompany these requests. The annexations include Annexation No. 1 (the Triangle, which is 1.2208 acres) and Annexation No. 2 (Arvad's DeBrouillarde Pump Station parcel, which is 2.7964 acres). Both parcels are outside of the current Comprehensive Plan boundaries requiring that the plan be amended to extend the boundaries. The Annexation No. 1 parcel and the majority of the Annexation No. 2 parcel are proposed to be rezoned PUD (Planned Unit Development). The northeast corner of the Annexation No. 2 parcel is proposed to be rezoned OS (Open Space) to accommodate a new City water pump station.

The Arvada team recommends that the City Council Ratification and Approval of CP2023-0009 A resolution by the Planning Commission for the City of Arvada, Colorado to amend the 2014 Arvada Comprehensive Plan Land Use designation pertaining to Canyon Pines, Debrouillarde (Annexation No. 2) from Jefferson County Rural Residential to City of Arvada Low Density Residential and Public/Quasi-Public, A Parcel Of Land Approximately Located At 52 Canyon Pines Drive in the County of Jefferson and State Of Colorado, be approved.

Financial Impact

There is no financial impact to the City.

Background

The subject property is located on the north side of State Highway 72, approximately 2.5 miles west of State Highway 93. The site is directly to the west of the Union Pacific Railroad and is currently vacant.

The original Canyon Pines development was included with the Jefferson Center master development for which specific plans, regulations, and intergovernmental agreements were prepared in anticipation of development. An amendment to the City of Arvada Comprehensive Plan was approved for the area in 1989, and a Comprehensive Development Plan (CDP) was approved. The CDP specifies land uses that are allowed. An annexation agreement was also approved in 1989 that specified requirements for future development. A Subdivider's Agreement was entered into between the City, Jefferson Center Metro District (JCMD) No.1, and Jefferson Center Associates (JCA) specific for the property annexed by members of JCA. A metropolitan district was created to fund the infrastructure improvements in annexed portions of Jefferson Center.

The Canyon Pines site was annexed as Jefferson Center Filings #14 and 15 in 1997. Concurrent with the annexation, the site was zoned PUD-NC-R-A (Planned Unit Development — New Community — Residential Sub-district A), and an Outline

Development Plan (ODP) was approved. Subsequently, the applicant filed a lawsuit objecting to certain conditions of the annexation. By stipulation of the parties, a Jefferson County District Court order provided that a new public hearing be held concerning five specific topics. This hearing was held July 13th of 1998 and the Preliminary Site Plan for the 90 lot Canyon Pines development was approved. In 2017, the Final Development Plan and final plat were approved, and the infrastructure is nearly complete. In 2020, the Canyon Pines development was zoned PUD with the adoption of the updated Land Development Code. In order to deliver water to the development a City pump station is needed. The parcel for this station is located immediately adjacent to the east boundary of the Canyon Pines development in Annexation No. 1. The pump station parcel will be subdivided off of the larger parcel. The remaining portion of the parcel and the Annexation No. 2 parcel will be included for residential development.

Discussion

*

Comprehensive Plan Amendment Considerations	
1. The existing Comprehensive Plan is in need of the proposed amendments.	The Comprehensive Plan is in need of this amendment in order to extend the city planning boundaries to incorporate the water pump station and three new residential lots.
2. The proposed amendment is compatible with the surrounding area, and the goals and policies of the Comprehensive Plan.	The proposed amendment to Low Density Residential is compatible with the surrounding low density residential designations adjacent to this site and the goals and policies of the Comprehensive Plan. The Open Space designation is appropriate for the public utility system.
3. The proposed amendment will have no major negative impacts on transportation, services and facilities.	The proposed amendment will not have any major negative impacts on transportation, services and facilities. All public infrastructure necessary to service the parcels has already been constructed.
4. The proposed amendment will have minimal effect on service provision, including adequacy or availability of urban facilities and services and is compatible with existing planned service provision.	The proposed amendment will not have a negative effect on existing or proposed service provision.

5. The proposed amendment, if for an area that is outside of the City's current boundaries, is consistent with the City's ability to annex the property	The proposed amendment is for an area outside of the City's municipal boundary and is consistent with the City's ability to annex the property.
6. Strict adherence to the Comprehensive Plan would result in a situation neither intended nor in keeping with other key elements and policies o the Plan.	Strict adherence to the Comprehensive Plan would result not be in keeping with the intent of the Comprehensive Plan
7. The proposed Plan amendment will promote the public welfare and will be consistent with the goals and policies of the Comprehensive Plan and the elements thereof.	The proposed amendment will promote the public welfare and is consistent with the Comprehensive Plan.

Public Contact

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

Two neighborhood meetings for this project took place for this project; one on November 30th, 2022 and again on June 16th, 2023. The applicant, staff, and one neighbor were in attendance at the first meeting. No neighbors attended the second meeting.

The applicant reviewed the proposals but there were no concerns raised by the public.

The applicant prepared a summary of the meetings, which are attached.

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

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1500 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

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

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

Commission Recommendation

On November 21, 2023 the Planning Commission approved the Comprehensive Plan Amendment by a vote of 6 to 0, one absence.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council Ratification and Approval of CP2023-0009 A resolution by the Planning Commission for the City of Arvada, Colorado to amend the 2014 Arvada Comprehensive Plan Land Use designation pertaining to Canyon Pines, Debrouillarde (Annexation No. 2) from Jefferson County Rural Residential to City of Arvada Low Density Residential and Public/Quasi-Public, A Parcel Of Land Approximately Located At 52 Canyon Pines Drive in the County of Jefferson and State Of Colorado, be approved.

Suggested Motion:

I move that CP2023-0009 A resolution by the Planning Commission for the City of Arvada, Colorado to amend the 2014 Arvada Comprehensive Plan Land Use designation pertaining to Canyon Pines, Debrouillarde (Annexation No. 1) from Jefferson County Rural Residential to City of Arvada Low Density Residential and Public/Quasi-Public, A Parcel Of Land Approximately Located At 52 Canyon Pines Drive in the County of Jefferson and State Of Colorado.; be (ratified) (denied).

This motion is based on the findings of fact adopted by Planning Commission (if approved).

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

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Cheryl Drake, Senior Planner	12/13/2023
Rob Smetana, Planning Manager	12/19/2023
Jessica Garner, Director of Community and Economic Development	12/19/2023
Gail Walker, Legal Specialist-Contracts	12/20/2023
Emily Grogg, Senior Assistant City Attorney	12/21/2023
Rachel Morris, City Attorney	12/21/2023
Linda Haley, Deputy City Manager	12/21/2023

Lorie Gillis, City Manager 12/26/2023

Enclosure, exhibits & attachments required to support the report

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RESOLUTION NO. CP2023-0009

A RESOLUTION BY THE PLANNING COMMISSION FOR THE CITY OF ARVADA, COLORADO TO AMEND THE 2014 ARVADA COMPREHENSIVE PLAN LAND USE DESIGNATION PERTAINING TO CANYON PINES, DEBROUILLARDE (ANNEXATION 2) FROM JEFFERSON COUNTY RURAL RESIDENTIAL TO CITY OF ARVADA LOW DENSITY RESIDENTIAL AND PUBLIC/QUASI-PUBLIC, A PARCEL OF LAND APPROXIMATELY LOCATED AT 52 CANYON PINES DRIVE IN THE COUNTY OF JEFFERSON AND STATE OF COLORADO .

WHEREAS, Planning Commission, by Resolution No. CP2014-0003, adopted the 2014 Arvada Comprehensive Plan on September 19, 2014; and

WHEREAS, pursuant to § 8-1-2-1(E)(4) of the Land Development Code, City Council has final ratification and approval authority with respect to the Comprehensive Plan and any amendments thereto; and

WHEREAS, pursuant to Chapter 74, Article III, Section 74-64 of the code of the City of Arvada, the Planning Commission has held a public hearing as required by law, notice thereof being duly published in the Wheat Ridge Transcript and Arvada Press on November 2, 2023, and said public hearing being held before the Planning Commission for the City of Arvada on November 21, 2023.

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

Section 1. The 2014 Comprehensive Plan is hereby amended by changing the land use designation from Jefferson County rural residential to City of Arvada low density residential and public/quasi-public as shown on the accompanying annexation map.

Section 2. This Resolution shall be effective upon the ratification and approval by the City Council of the Comprehensive Plan amendment described herein.

APPROVED AND ADOPTED this 21st day of November, 2023.

CITY OF ARVADA PLANNING COMMISSION

Michael P. Griffith, Chairman

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ATTEST:

Tim Knapp, Secretary

RATIFIED AND APPROVED this 4th day of January, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: Emily Grogg

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 10.F.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: R24-009, A Resolution setting forth certain findings of fact and conclusions as to the annexation of certain land into the City of Arvada, Colorado, Canyon Pines, Debrouillarde Pump Station (Annexation No. 2), a parcel of land generally located at 52 Canyon Pines Drive (Presenter: Rob Smetana)

Report in Brief

This resolution is in the nature of a technical, housekeeping measure, intended to ensure compliance with the "Municipal Annexation Act," Section 31-12-101 et seq. Section 31-12-110 of the Act states that "upon completion of the hearing [i.e., the public hearing on annexation], the governing body of the annexing municipality, by resolution, shall set forth its findings of fact and its conclusions based thereon with reference to the following matters: [those set forth in the attached resolution]." Section 31-12-111 goes on to state that, after the resolution (assuming the resolution determines that the requirements of Section 31-12-104 and 31-12-105 have been met, no election is required, etc.), the governing body may thereupon annex the area by ordinance.

The requirements of Sections 31-12-104 and 31-12-105, as referenced in the resolution (and as asserted in the Petition for Annexation), are technical requirements of eligibility for annexation (e.g., 1/6 contiguity, etc.). Meeting those requirements does not mandate annexation of a given property, thus, in annexation proceedings, Council has the prerogative to adopt such a resolution (finding compliance with the technical requirements of Sections 31-12-104 and 31-12-105) and then reject the companion annexation ordinance (if, for example, it finds that such annexation is not in the best interests of the City).

The Arvada Team recommends that the City Council approves R24-009, A Resolution setting forth certain findings of fact and conclusions as to the annexation of certain land into the City of Arvada, Colorado, Canyon Pines, Debrouillarde Pump Station (Annexation No. 2), a parcel of land generally located at 52 Canyon Pines Drive.

Financial Impact

N/A

Background

N/A

Discussion

N/A

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

N/A

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada Team recommends that the City Council approves R24-009, A Resolution setting forth certain findings of fact and conclusions as to the annexation of certain land into the City of Arvada, Colorado, Canyon Pines, Debrouillarde Pump Station (Annexation No. 2), a parcel of land generally located at 52 Canyon Pines Drive.

Suggested Motion:

I move that R24-009, A Resolution setting forth certain findings of fact and conclusions as to the annexation of certain land into the City of Arvada, Colorado, Canyon Pines, Debrouillarde Pump Station (Annexation No. 2), a parcel of land generally located at 52 Canyon Pines Drive, be (approved) (rejected).

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Cheryl Drake, Senior Planner	12/13/2023
Josie Suk, Development Systems and Administrative Manager	12/14/2023
Rob Smetana, Planning Manager	12/19/2023
Jessica Garner, Director of Community and Economic Development	12/19/2023
Gail Walker, Legal Specialist-Contracts	12/19/2023
Emily Grogg, Senior Assistant City Attorney	12/21/2023
Rachel Morris, City Attorney	12/21/2023
Linda Haley, Deputy City Manager	12/21/2023
Lorie Gillis, City Manager	12/26/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-009

A RESOLUTION SETTING FORTH CERTAIN FINDINGS OF FACT AND CONCLUSIONS AS TO THE ANNEXATION OF CERTAIN LAND INTO THE CITY OF ARVADA, COLORADO, CANYON PINES, DEBROUILLARDE PUMP STATION (ANNEXATION NO. 2), A PARCEL OF LAND GENERALLY LOCATED AT 52 CANYON PINES DRIVE

WHEREAS, the City Council of Arvada, Colorado has found a petition for the annexation of the hereinafter described parcel of land to be in substantial compliance with the requirements of §31-12-107(1) C.R.S.; and

WHEREAS, the City Clerk has provided notice of public hearing on the proposed annexation by publication once per week for four successive weeks and by registered mail to the Clerk of the Board of County Commissioners, the county Attorney, the school district, and to any special district having territory in the area to be annexed; and

WHEREAS, the City Council has completed a public hearing to determine if the proposed annexation complies with Article II, Section 30 of the Colorado Constitution and §§31-12-104 and 31-12-105 C.R.S., to establish eligibility for annexation.

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

Section 1. The City Council of the City of Arvada, State of Colorado, having examined the filings and the Petition for Annexation for certain real property, Canyon Pines, Debrouillarde Pump Station (Annexation No.2), a parcel of land generally located at 52 Canyon Pines Drive, Arvada, Colorado, more fully described in said Petition and having held a public hearing thereon, make the following findings pursuant to Colorado State law:

1. That not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City; and therefore, because of such contiguity, a community interest exists between the territory proposed to be annexed and the City.

2. That the area proposed to be annexed is urban or will be urbanized in the near future.

3. That the area proposed to be annexed is integrated or is capable of being integrated in the City.

4. That no land held in identical ownership has been divided or included without written consent of the owner thereof.

5. That no annexation proceedings have been commenced by another municipality.

6. That the annexation will not result in the detachment of area from a school district.

7. That the annexation will not result in the extension of a municipal boundary more than

three miles.

8. That the City has in place a plan for said three mile area.

9. That in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

10. That an election is not required under §31-12-107(2) C.R.S.

11. That no additional terms or conditions are imposed which require an election under §31-12-107(2) C.R.S.

Section 2. The City Council of the City of Arvada, State of Colorado, having examined the filings and the Petition for Annexation for certain real property, Canyon Pines, Debrouillarde Pump Station (Annexation No. 2), a parcel of land generally located at 52 Canyon Pines Drive, Arvada, Colorado, more fully described in said Petition and having held a public hearing thereon, make the additional following findings pursuant to Arvada's Land Development Code:

1. That the annexation is in accord with the Comprehensive Plan and the best interest of the City would be served by annexation of the subject property.

2. That the subject property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code, the Arvada City Code, and the terms of an annexation agreement.

3. That at the time any development of the subject property is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities, and public services.

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

APPROVED AND ADOPTED this 8th day of January, 2024.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

CITY OF ARVADA

REPORT TO CITY COUNCIL PUBLIC HEARING	AGENDA ITEM 10.G.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: CB23-032, An Ordinance Annexing Certain Land into the City of Arvada for Canyon Pines, Arvada's Debrouillarde Pump Station (Annexation No. 2) Approximately Located at 52 Canyon Pines Drive in the County of Jefferson and State of Colorado (Ordinance No. 4865) (Presenter: Rob Smetana)

Report in Brief

PRESENTER: Rob Smetana

Section 27 LLC is requesting approval of a Comprehensive Plan Amendment, annexation, and rezoning of two parcels of land known as Canyon Pines- Triangle parcel (Annexation No.1) and Canyon Pines- Arvada's DeBrouillarde Pump Station parcel (Annexation No. 2). A Planned Unit Development (PUD) for the two parcels in addition to a PUD Amendment for a portion of the original Canyon Pines development, collectively referred to as Canyon Pines Filing No. 2 accompany these requests.

The annexations include Annexation No. 1 (the Triangle, which is 1.2208 acres) and Annexation No. 2 (Arvada's DeBrouillarde Pump Station parcel, which is 2.7964 acres). Both parcels are outside the current Comprehensive Plan boundaries, requiring that the plan be amended to extend the boundaries. The Annexation No. 1 parcel and the majority of the Annexation No. 2 parcel are proposed to be rezoned PUD (Planned Unit Development). The northeast corner of the Annexation No. 2 parcel is proposed to be rezoned OS (Open Space) to accommodate a new City water pump station.

The Arvada team recommends that the City Council approve CB23-032, An Ordinance Annexing Certain Land into the City of Arvada for Canyon Pines, Arvada's Debrouillarde Pump Station (Annexation No. 2) Approximately Located at 52 Canyon Pines Drive in the County of Jefferson and State of Colorado.

Financial Impact

There is no financial impact from this ordinance.

Background

The subject property is located on the north side of State Highway 72, approximately 2.5 miles west of State Highway 93. The site is directly to the west of the Union Pacific Railroad and is currently vacant.

The original Canyon Pines development was included with the Jefferson Center master development for which specific plans, regulations, and intergovernmental agreements were prepared in anticipation of development. An amendment to the City of Arvada Comprehensive Plan was approved for the area in 1989, and a Comprehensive Development Plan (CDP) was approved. The CDP specifies land uses that are allowed. An annexation agreement was also approved in 1989 that specified requirements for future development. A Subdivider's Agreement was entered into between the City, Jefferson Center Metro District (JCMD) No.1, and Jefferson Center Associates (JCA) specific for the property annexed by members of JCA. A metropolitan district was created to fund the infrastructure improvements in annexed portions of Jefferson Center.

The Canyon Pines site was annexed as Jefferson Center Filings #14 and 15 in 1997. Concurrent with the annexation, the site was zoned PUD-NC-R-A (Planned Unit Development — New Community — Residential Sub-district A), and an Outline Development Plan (ODP) was approved. Subsequently, the applicant filed a lawsuit objecting to certain conditions of the

annexation. By stipulation of the parties, a Jefferson County District Court order provided that a new public hearing be held concerning five specific topics. This hearing was held July 13th of 1998 and the Preliminary Site Plan for the 90 lot Canyon Pines development was approved. In 2017, the Final Development Plan and final plat were approved, and the infrastructure is nearly complete. In 2020, the Canyon Pines development was zoned PUD with the adoption of the updated Land Development Code. In order to deliver water to the development, a City pump station is needed. The parcel for this station is located immediately adjacent to the east boundary of the Canyon Pines development in Annexation No. 1. The pump station parcel will be subdivided off of the larger parcel. The remaining portion of the parcel and the Annexation No. 2 parcel will be included for residential development.

Discussion

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.	Complies	The annexations will be consistent with the Comprehensive Plan, once amended, and are in the best interests of the City.
2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.	Complies	The parcels are capable of being integrated into the City. As a PUD, this development will meet the applicable provisions of the LDC and the City Code.
3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services.	Complies	Infrastructure necessary to provide services to the parcels has already been completed.

Public Contact

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council. Two neighborhood meetings for this project took place for this project; one on November 30th, 2022 and again on June 16th, 2023. The applicant, staff, and one neighbor were in attendance at the first meeting. No neighbors attended the second meeting. The applicant reviewed the proposals but there were no concerns raised by the public.

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

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1500 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

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

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

Commission Recommendation

The Arvada Planning Commission voted 6 to 0 (1 absence) to recommend approval to City Council on November 21, 2023.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada Team recommends City Council approve CB23-032, An Ordinance Annexing Certain Land into the City of Arvada for Canyon Pines, Arvada's Debrouillarde Pump Station (Annexation No. 2) Approximately Located at 52 Canyon Pines Drive in the County of Jefferson and State of Colorado.

Suggested Motion:

I move that CB23-032, An Ordinance Annexing Certain Land into the City of Arvada for Canyon Pines, Arvada's Debrouillarde Pump Station (Annexation No. 2) Approximately Located at 52 Canyon Pines Drive in the County of Jefferson and State of Colorado, be (approved on final reading, numbered 4865 and ordered published by title only) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Cheryl Drake, Senior Planner	12/13/2023
Rob Smetana, Planning Manager	12/19/2023
Jessica Garner, Director of Community and Economic Development	12/19/2023
Gail Walker, Legal Specialist-Contracts	12/19/2023
Emily Grogg, Senior Assistant City Attorney	12/21/2023
Rachel Morris, City Attorney	12/21/2023
Linda Haley, Deputy City Manager	12/21/2023
Lorie Gillis, City Manager	12/26/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 23-032
ORDINANCE NO. 4865

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA FOR CANYON PINES, ARVADA'S DEBROUILLARDE PUMP STATION (ANNEXATION NO. 2) APPROXIMATELY LOCATED AT 52 CANYON PINES DRIVE IN THE COUNTY OF JEFFERSON AND STATE OF COLORADO

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

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

1. That a petition for annexation, together with four copies of the annexation map as required by law, was filed with the City by the owners of over fifty percent of the area of the territory hereinafter described, exclusive of public streets and alleys, and comprising more than fifty percent of the landowners of the property to be annexed.

2. That the City, by resolution at a properly noticed meeting accepted said petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, as amended, and Section 30 of Article II of the Colorado Constitution have been met and further determined that an election was not required under the Act and that no additional terms and conditions were imposed upon said annexation.

3. That the area proposed to be annexed meets the applicable requirements of Sections 31-12-104 and 31-12-105, C.R.S., and is therefore eligible for annexation to the City of Arvada.

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

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN

More particularly described in attached Exhibit A.

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

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

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

INTRODUCED, READ, AND ORDERED PUBLISHED this 4th day of December. 2023.

PASSED, ADOPTED, AND APPROVED this 8th day of January, 2024.

_____

Lauren Simpson, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: December 7, 2023
January 11, 2024

EXHIBIT A

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA FOR CANYON PINES, ARVADA'S DEBROUILLARDE PUMP STATION (ANNEXATION NO. 2) APPROXIMATELY LOCATED AT 52 CANYON PINES DRIVE IN THE COUNTY OF JEFFERSON AND STATE OF COLORADO

LAND DESCRIPTION

ANNEXATION NO. 2 AND OS ZONING TOGETHER
PUBLIC AND QUASI-PUBLIC FACILITIES

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13 BEING S 83°33'46" W AND MONUMENTED AS FOLLOWS:

-NORTH QUARTER CORNER OF SECTION 13, BEING A FOUND 3.25" ALUMINUM CAP, PLS 22564, PER MON. REC. DATED 12-1-1986.

-NORTHWEST CORNER OF SECTION 18, BEING A FOUND 3.25" ALUMINUM CAP, PLS 14057, PER MON. REC. DATED 12-13-1985.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 18;

THENCE S 00°49'58" E A DISTANCE OF 279.23 FEET TO A POINT ON THE EASTERLY BOUNDARY OF JEFFERSON CENTER ANNEXATION NO. 15, RECORDED AT REC. NO. F0682300, ORDINANCE NO. 3353 AND THE POINT OF BEGINNING;

THENCE N 89°56'35" E ALONG SAID EASTERLY BOUNDARY A DISTANCE OF 322.05 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1) S 37°01'19" W A DISTANCE OF 170.74 FEET;

2) ALONG A CURVE TO THE LEFT HAVING A CHORD OF S 18°21'49" W 478.80 FEET, A RADIUS OF 748.31 FEET, AN ARC OF 487.37 FEET, AND A DELTA OF 37°18'59";

3) ALONG A CURVE TO THE LEFT HAVING A CHORD OF S 07°11'49" E 231.96 FEET, A RADIUS OF 965.03 FEET, AN ARC OF 232.52 FEET, AND A DELTA OF 13°48'19";

4) S 14°05'59" E A DISTANCE OF 132.76 FEET;

5) ALONG A CURVE TO THE RIGHT HAVING A CHORD OF S 13°15'04" E 51.84 FEET, A RADIUS OF 1750.00 FEET, AN ARC OF 51.84 FEET, AND A DELTA OF 1°41'50" TO A POINT ON SAID EASTERLY BOUNDARY OF JEFFERSON CENTER ANNEXATION NO. 15, RECORDED AT REC. NO. F0682300, ORDINANCE NO. 3353;

THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING TWO (2) COURSES:

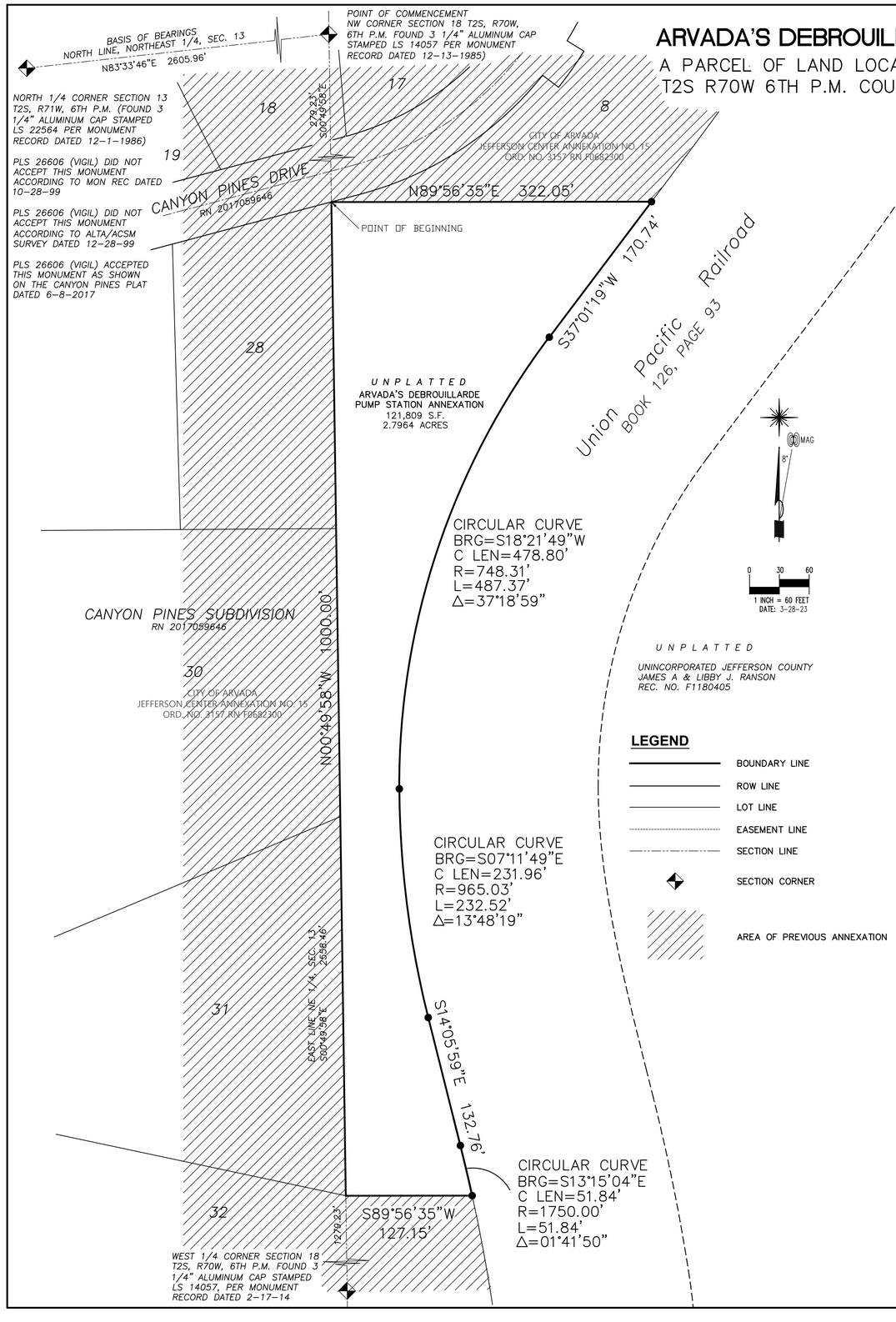
1) S 89°56'35" W A DISTANCE OF 127.15 FEET;

2) N 00°49'58" W A DISTANCE OF 1000.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 121,809 S.F. OR 2.7964 ACRES MORE OR LESS.

ARVADA'S DEBROUILLARDE PUMP STATION ANNEXATION

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 SECTION 18, T2S R70W 6TH P.M. COUNTY OF JEFFERSON, STATE OF COLORADO



LEGEND

- BOUNDARY LINE
- ROW LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE
- SECTION CORNER
- AREA OF PREVIOUS ANNEXATION

LAND DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 18;

THENCE S 00°49'58" E A DISTANCE OF 279.23 FEET TO A POINT ON THE EASTERLY BOUNDARY OF JEFFERSON CENTER ANNEXATION NO. 15, RECORDED AT REC. NO. F0682300, ORDINANCE NO. 3353, SAID POINT ALSO BEING A POINT ON THE EASTERLY BOUNDARY OF CANYON PINES SUBDIVISION, A SUBDIVISION RECORDED AT REC. NO. 2017059646 AND THE POINT OF BEGINNING;

THENCE N 89°56'35" E ALONG SAID EASTERLY BOUNDARY A DISTANCE OF 322.05 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1) S 37°01'19" W A DISTANCE OF 170.74 FEET;

2) ALONG A CURVE TO THE LEFT HAVING A CHORD OF S 18°21'49" W 478.80 FEET, A RADIUS OF 748.31 FEET, AN ARC OF 487.37 FEET, AND A DELTA OF 37°18'59";

3) ALONG A CURVE TO THE LEFT HAVING A CHORD OF S 07°11'49" E 231.96 FEET, A RADIUS OF 965.03 FEET, AN ARC OF 232.52 FEET, AND A DELTA OF 13°48'19";

4) S 14°05'59" E A DISTANCE OF 132.76 FEET;

5) ALONG A CURVE TO THE RIGHT HAVING A CHORD OF S 13°15'04" E 51.84 FEET, A RADIUS OF 1750.00 FEET, AN ARC OF 51.84 FEET, AND A DELTA OF 1°41'50" TO A POINT ON SAID EASTERLY BOUNDARY OF JEFFERSON CENTER ANNEXATION NO. 15, RECORDED AT REC. NO. F0682300, ORDINANCE NO. 3353

THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING TWO (2) COURSES:

1) S 89°56'35" W A DISTANCE OF 127.15 FEET;

2) N 00°49'58" W A DISTANCE OF 1000.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 121,809 S.F. OR 2.7964 ACRES MORE OR LESS.

GENERAL NOTES:

1. THE LINEAL UNITS USED ON THIS MAP ARE U.S. SURVEY FEET. ALL BEARINGS SHOWN HEREON ARE IN DEGREES-MINUTES-SECONDS.

2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE AY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

3. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 13 BEING S 83°33'46" W AND MONUMENTED AS FOLLOWS:

-NORTH QUARTER CORNER OF SECTION 13, BEING A FOUND 3.25" ALUMINUM CAP, PLS 22564, PER MON. REC. DATED 12-1-1986.

-NORTHWEST OF SECTION 18, BEING A FOUND 3.25" ALUMINUM CAP, PLS 14057, PER MON. REC. DATED 12-13-1985.

4. THIS MAP IS NOT A MONUMENTED LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT.

5. THE PURPOSE OF THIS MAP IS TO SHOW THE AREA TO BE ANNEXED INTO THE CITY OF ARVADA AND WAS CREATED WITHOUT THE BENEFIT OF A TITLE POLICY.

CONTIGUITY STATEMENT:

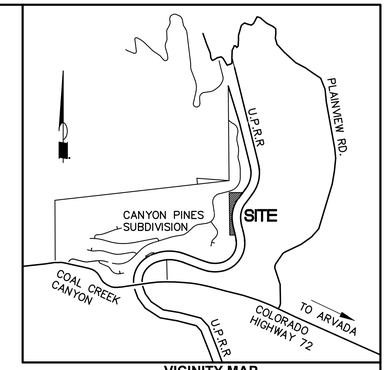
THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUES 1973, 31-12-104-(1) (a) THAT ONE-SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 2,524.43'

ONE-SIXTH OF THE TOTAL PERIMETER OF AREA = 420.74''

PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 1,449.20'

THE TOTAL CONTIGUOUS PERIMETER IS 57.4% WHICH EXCEEDS THE 1/6 (16.67%) AREA REQUIRED.



-VICINITY MAP-
SCALE: 1"=2000'

SURVEYOR'S STATEMENT:

THE CITY OF ARVADA IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE SURVEY DATA SHOWN HEREIN. THE CITY OF ARVADA'S REVIEW IS FOR GENERAL COMPLIANCE WITH ARVADA'S LAND DEVELOPMENT CODE. THE CITY OF ARVADA, THROUGH THE ACCEPTANCE OF THIS ANNEXATION MAP, ASSUMES NO RESPONSIBILITY FOR COMPLETENESS AND/OR ACCURACY OF THIS ANNEXATION MAP. THE ACCURACY OF SURVEY INFORMATION INCLUDING BOUNDARY INFORMATION, MONUMENTATION, LOT LINES, ETC IS THE SOLE RESPONSIBILITY OF THE LICENSED SURVEYOR NAMED HEREIN.

APPROVAL CERTIFICATE:

APPROVED FOR FILING BY THE CITY OF ARVADA THIS_____DAY OF

_____20_____

_____ ATTEST _____
MAYOR CITY CLERK

ORDINANCE NUMBER_____

RECORDER'S CERTIFICATE:

_____
RECEPTION NUMBER

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY AT GOLDEN COLORADO ON THIS _____DAY OF_____

20_____AT_____O'CLOCK __M

_____
JEFFERSON COUNTY CLERK AND RECORDER

_____
DEPUTY CLERK

SURVEYOR' S CERTIFICATE:

I, CHRISTOPHER H. McELVAIN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO , DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY DIRECT RESPONSIBILITY, SUPERVISION, AND CHECKING AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE AREA TO BE ANNEXED TO THE CITY OF ARVADA, COLORADO. THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUTES 1973 31-12-104 (1) (a) THAT ONE SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

_____
CHRISTOPHER H. McELVAIN
COLORADO P.L.S. 36561
FOR AND ON BEHALF OF SURVEY303, LLC.

SURVEY 303 LLC
LAND SURVEYING
5368 LYNN DR. ARVADA CO. 80002
303 514 3668 SURVEY303@AOL.COM

NAME OF ANNEXATION: ARVADA'S DEBROUILLARDE PUMP STATION ANNEXATION

APPROXIMATE LOCATION: 52 Canyon Pines Drive, Arvada, CO 80403

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

TO THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:
The undersigned in accordance with the Municipal Annexation Act of 1965, Chapter 31, Article 12, C.R.s 1973, as amended, hereby petitions the City Council of the City of Arvada for annexation to the City of Arvada of the following described unincorporated territory located in the County of Jefferson, State of Colorado, to wit:

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13 BEING S 83°33'46" W AND MONUMENTED AS FOLLOWS:

-NORTH QUARTER CORNER OF SECTION 13, BEING A FOUND 3.25" ALUMINUM CAP, PLS 22564, PER MON. REC. DATED 12-1-1986.

-NORTHWEST CORNER OF SECTION 18, BEING A FOUND 3.25" ALUMINUM CAP, PLS 14057, PER MON. REC. DATED 12-13-1985.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 18;

THENCE S 00°49'58" E A DISTANCE OF 279.23 FEET TO A POINT ON THE EASTERLY BOUNDARY OF JEFFERSON CENTER ANNEXATION NO. 15, RECORDED AT REC. NO. F0682300, ORDINANCE NO. 3353, SAID POINT ALSO BEING A POINT ON THE EASTERLY BOUNDARY OF CANYON PINES SUBDIVISION, A SUBDIVISION RECORDED AT REC. NO. 201705946 AND THE POINT OF BEGINNING;

THENCE N 89°56'35" E ALONG SAID EASTERLY BOUNDARY A DISTANCE OF 322.05 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1) S 37°01'19" W A DISTANCE OF 170.74 FEET;

2) ALONG A CURVE TO THE LEFT HAVING A CHORD OF S 18°21'49" W 478.80 FEET, A RADIUS OF 748.31 FEET, AN ARC OF 487.37 FEET, AND A DELTA OF 37°18'59";

3) ALONG A CURVE TO THE LEFT HAVING A CHORD OF S 07°11'49" E 231.96 FEET, A RADIUS OF 965.03 FEET, AN ARC OF 232.52 FEET, AND A DELTA OF 13°48'19";

4) S 14°05'59" E A DISTANCE OF 132.76 FEET;

5) ALONG A CURVE TO THE RIGHT HAVING A CHORD OF S 13°15'04" E 51.84 FEET, A RADIUS OF 1750.00 FEET, AN ARC OF 51.84 FEET, AND A DELTA OF 1°41'50" TO A POINT ON SAID EASTERLY BOUNDARY OF JEFFERSON CENTER ANNEXATION NO. 15, RECORDED AT REC. NO. F0682300, ORDINANCE NO. 3353;

THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING TWO (2) COURSES:

1) S 89°56'35" W A DISTANCE OF 127.15 FEET;

2) N 00°49'58" W A DISTANCE OF 1000.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 121,809 S.F. OR 2.7964 ACRES MORE OR LESS.

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

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

been included within the boundaries of the area to be annexed.

11. The Signer(s) of the Petition comprise(s) the landowner(s) of one hundred percent of the territory included in the area proposed to be annexed, exclusive of streets and alleys and any land owned by the annexing municipality.
12. All other requirements of Section 31-12-104 and 31-12-105, C.R.S., exist or have been met.
13. The mailing address of the Signer, the legal description of the land owned by such signer, and the date of signing of such signature are all shown on this Petition.
14. Attached to this Petition is the Affidavit of Circulator of this Petition that the signature hereon is the signature of the person whose name it purports to be.

Your Petitioner(s) further request(s) that the City of Arvada approve the annexation of the area proposed to be annexed.

DEBROUILLARDE RESOURCES, LLC

Owner's Signature: by Diana K Ten Eyck MANAGER
Name of signer (print) DIANA K. TEN EYCK, MANAGER
Address: 98 S. ROGERS WAY GOLDEN CO 80401
Date of signing: JULY 25, 2023

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO
) ss.
COUNTY OF Adams

THOMAS W. TEN EYCK, JR., being duly sworn, upon oath, deposes and states:

1. That the affiant circulated the Petition for Annexation for the purpose of obtaining the signature(s) of the above Petitioner(s).
2. That each signature thereon is the signature of the person whose name it purports to be.

Thomas W Ten Eyck
Circulator

NOTARY CERTIFICATE
STATE OF COLORADO)
) ss.
COUNTY OF Adams)

Subscribed and sworn to before me this 25th day of July, 2023

Witness my hand and official seal.

(SEAL)

Jenny L Moore
Notary Public

My Commission Expires: 02/09/2024

JENNY L MOORE
Notary Public
State of Colorado
Notary ID # 20004003852
My Commission Expires 02-09-2024

CANYON PINES, ARVADA'S DEBROUILLARDE PUMP STATION, ANNEXATION NO. 2
ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") between DeBrouillarde Resources, LLC, a Colorado limited liability company, (hereinafter referred to as "Annexor"), and the City of Arvada, Colorado, a Colorado municipal corporation (hereinafter referred to as the "City"), shall be effective upon its execution by all applicable parties and immediately upon approval by the City of Arvada as evidence by the approval signature where indicated below

RECITALS AND REPRESENTATIONS:

WHEREAS, the Annexor represents that it is the sole Annexor of the following described property generally located at 52 Canyon Pines Drive, in the City of Arvada, County of Jefferson, State of Colorado, more fully described as follows:

(See attached Legal Description)

known as Canyon Pines, Arvada's DeBrouillarde Pump Station Property, and hereinafter referred to as the "Property."

WHEREAS, the Annexor desires to annex the Property to the City, and to that end has filed a Petition for Annexation of the Property into the City, pursuant to the Colorado Municipal Annexation Act, C.R.S. § 31-12-101, *et seq*.; and

WHEREAS, the City wishes to control its growth in a planned and orderly fashion, maintaining the improvements and the quality of life and the City's ability to provide and enhance environmental amenities, services, and local opportunities for its citizens; and

WHEREAS, the Annexor is planning development of the 2.7964-acre Property with two single family homes and a public water pump station as shown on the PUD Development Plan (PDP)/Minor Plat.

WHEREAS, the Annexor has submitted to the City a PDP/Minor Plat for the Property, which include a preliminary site plan, preliminary landscape plan, preliminary grading plan, preliminary utility plans, and other supporting documentation for the development thereof. The preliminary plans, and other supporting documents, as approved by the City, are public records on file and available for review at the City of Arvada City Hall, 8101 Ralston Road, Arvada, Colorado. These approved preliminary plans and associated documents, are also incorporated into this Agreement for all purposes including illustration and interpretation of the terms and conditions of this Agreement and may herein be referred to collectively as the "Final Plans".

WHEREAS the parties hereto understand and agree that the intent of this Agreement is to establish obligations and responsibilities with respect to the development of the Property in accordance with the Final Plans, said obligations and responsibilities being covenants that run with the Property, encumbering such and governing the development thereof. The Annexor herein shall be affirmatively bound to satisfy all of the obligations and responsibilities set forth herein (including the construction of public improvements).

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the parties, the approval by the City of Arvada of the Final Plans for the Property, the dedication of certain land and/or easements to the City and other good and valuable considerations, the sufficiency and adequacy of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. CODE COMPLIANCE: The Annexor shall comply with all codes, ordinances, and rules and regulations of the City. Development of the Property shall also be in conformance with all aspects of the Final Plans and shall be completed prior to issuance of a certificate of occupancy within the Property. This shall include, but not be limited to, access and parking, landscaping, rooftop and wall mounted equipment, building elevations, and all other requirements of the Final Plans and applicable City codes, ordinances, and rules and regulations.

2. WATER RIGHTS: Chapter 102, Article II, of the Arvada City Code requires that all Property annexed into the City, must convey any tributary water rights appurtenant thereto to the City of Arvada. The Annexor of the Property has declared that no water rights are associated with the Property. Should it be determined otherwise, the Annexor shall be required to comply with the conveyance requirements of the Arvada City Code. In addition, the City, upon annexation, will not acquire, or require conveyance of, existing well water rights, but shall have a right of first refusal to have such rights conveyed to the City, pursuant to the Arvada Land Development Code, in the event the Annexor, or its successors or assigns, desires to convey such rights to any party other than a subsequent purchaser of the landowner's lot(s) upon which the well is situated.

3. PARK DEVELOPMENT FEE/LAND DEDICATION/FEE-IN-LIEU: The Annexor shall provide cash-in-lieu for park land dedication and for the park development fee as required by the LDC § 8-4-3. Payment of these fees shall be based on the fee rate in effect at the time of payment and on an appraisal provided by the Annexor and satisfactory to the City. Payment of these fees-in-lieu must be paid to the City prior to approval of the FDP/Minor Plat or the first building permit, whichever occurs first.

4. SCHOOL LAND DEDICATION/FEE-IN-LIEU: The Annexor shall provide cash-in-lieu for school land dedication as required by the LDC § 8-4-3. Payment of these fees shall be based on the fee rate in effect at the time of payment and on an appraisal provided by the Annexor and satisfactory to the City. Payment of this fee-in-lieu of school land dedication must be paid to the City prior to approval of the FDP/Minor Plat or the first building permit, whichever occurs first.

5. DELAYS: The parties have executed this Agreement such that completion of the improvements shall be subject to strikes, accidents, acts of God, weather conditions which justify a delay in construction in light of standard practices in the building profession, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delay resulting from events which are beyond the control of the delaying party and which are agreed to by the parties as justifying delay.

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

7. BINDING EFFECT: The parties hereto agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns thereof and shall constitute covenants running with the Property. In the event that all or part of the Property is sold, transferred, or otherwise conveyed to additional or multiple parties, all Annexors shall be jointly and severally responsible for the obligations of the Annexors and Annexor as set forth in this Agreement.

8. SEVERABILITY: Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement. This Agreement may be amended only by an instrument in writing signed by all parties.

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

10. GOVERNING LAW AND ENFORCEMENT: The laws of the State of Colorado shall govern this Agreement. The parties agree and acknowledge that this Agreement may be enforced at law or in equity. In addition to any other available remedies, it is understood and agreed that the City may withhold or revoke any permits or certificates, including but not limited to building permits and certificates of occupancy, for the Property or for any structure or lot within this development in the event of a breach of this Agreement by the Annexor or Annexor.

11. ATTORNEY'S FEES: If the Annexor breaches this Agreement, then the breaching party shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

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

13. RECORDATION FEES: The City of Arvada shall record this Agreement and any approved subdivision plat for the Property (as applicable) with the Clerk and Recorder’s office of the appropriate county per the provisions of the LDC. Prior to recordation, the Annexor shall provide the City with an updated title commitment to ensure that all appropriate parties in interest sign this Agreement. Prior to recordation, the Annexor shall also pay all costs associated with recordation of these items with the County Clerk and Recorder, based on the recordation rate in effect at the time of payment.

14. INCORPORATION OF EXHIBITS: Unless otherwise stated in this Agreement, exhibits referenced in this Agreement shall be incorporated into this Agreement for all purposes. Reference to "Job Numbers" or "Project Numbers" in this Agreement is a reference to Final Plans and documentation

which is retained as a public record on file and available for public inspection and review upon request at the City of Arvada, Municipal Building, 8101 Ralston Road, Arvada, Colorado. Such Final Plans and documentation filed with the City, approved by the City and noted within this Agreement are hereby incorporated into this Agreement for all purposes.

15. REVIEW OF REFERENCED DOCUMENTS: The Annexor hereby understands and acknowledges that the public documents referenced in this Agreement, including but not limited to the Arvada City Code, Land Development Code, Engineering Specifications, and Design Guidelines were prior to the execution of this Agreement, and are presently, available for review and inspection at the Arvada Municipal Building, 8101 Ralston Road, Arvada, Colorado, from 8:00 a.m. through 5:00 p.m., Monday through Friday.

16. INDEMNIFICATION AND HOLD HARMLESS: The Annexor shall defend, indemnify, hold harmless, release and discharge the City of Arvada and the City's officers, employees, agents, and contractors from all liability, claims, and demands, including reasonable attorney's fees and court costs, which arise out of or are in any manner connected with or related to the approval of the Final Plans for the Property.

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

City:
City of Arvada
8101 Ralston Road
Arvada, CO 80002

Annexor:
DeBrouillarde Resources LLC, a
Colorado limited liability company,
98 S. Rogers Way
Golden, CO 800401

DATED THIS_____DAY OF_____, 2023 .

CITY OF ARVADA, a Colorado Municipal Corporation

_____
Lauren Simpson, Mayor

ATTEST:

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

_____
City Clerk

By:_____

ANNEXOR
DeBrouillarde Resources LLC, a Colorado limited liability company

By: Diana K TenEyck
Diana TenEyck, Manager

STATE OF Colorado)
) ss.
COUNTY Adams)

The foregoing was acknowledged before me this 14th day of November 2023, by Debrouillarde Recources LLC, a Colorado limited liability company, as Owner.

My Commission Expires: July 29 2026

Notary Gwenn A Woodhouse

GWENN A WOODHOUSE
Notary Public
State of Colorado
Notary ID # 20144023750
My Commission Expires 07-29-2026

CITY OF ARVADA

REPORT TO CITY COUNCIL PUBLIC HEARING	AGENDA ITEM 10.H.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: CB23-033, An Ordinance Rezoning Certain Land Within the City of Arvada, From Jefferson County A-2 (Agricultural-Two) to City of Arvada PUD (Planned Unit Development) and OS (Open Space) and Amending the Official Zoning Maps of the City of Arvada,Colorado, Approximately Located at 52 Canyon Pines Drive, Also Known as Canyon Pines, Arvada's Debrouillarde Pump Station(Annexation No. 2) (Ordinance No. 4866) (Presenter: Rob Smetana)

Report in Brief

PRESENTER: Rob Smetana

Section 27 LLC is requesting approval of a Comprehensive Plan Amendment, annexation, and rezoning of two parcels of land known as Canyon Pines- Triangle parcel (Annexation No.1) and Canyon Pines- Arvada's DeBrouillarde Pump Station parcel (Annexation No. 2). A Planned Unit Development (PUD) for the two parcels in addition to a PUD Amendment for a portion of the original Canyon Pines development, collectively referred to as Canyon Pines Filing No. 2 accompany these requests.

The annexations include Annexation No. 1 (the Triangle, which is 1.2208 acres) and Annexation No. 2 (Arvad's DeBrouillarde Pump Station parcel, which is 2.7964 acres). Both parcels are outside of the current Comprehensive Plan boundaries requiring that the plan be amended to extend the boundaries. The Annexation No. 1 parcel and the majority of the Annexation No. 2 parcel are proposed to be rezoned PUD (Planned Unit Development). The northeast corner of the Annexation No. 2 parcel is proposed to be rezoned OS (Open Space) to accommodate a new City water pump station.

The Arvada Team recommends the City Council approve CB23-033, An Ordinance Rezoning Certain Land within the City of Arvada, from Jefferson County A-2 (Agricultural-Two) to City of Arvada PUD (Planned Unit Development) and OS (Open Space) and amending the Official Zoning Maps of the City of Arvada, Colorado, approximately located at 52 Canyon Pines Drive, also known as Canyon Pines, Arvada's Debrouillarde Pump Station (Annexation No. 2)

Financial Impact

No financial impact from this item.

Background

The subject property is located on the north side of State Highway 72, approximately 2.5 miles west of State Highway 93. The site is directly to the west of the Union Pacific Railroad and is currently vacant.

The original Canyon Pines development was included with the Jefferson Center master development for which specific plans, regulations, and intergovernmental agreements were prepared in anticipation of development. An amendment to the City of Arvada Comprehensive Plan was approved for the area in 1989, and a Comprehensive Development Plan (CDP) was approved. The CDP specifies land uses that are allowed. An annexation agreement was also approved in 1989 that specified requirements for future development. A Subdivider's Agreement was entered into between the City, Jefferson Center Metro District (JCMD) No.1, and Jefferson Center Associates (JCA) specific for the property annexed by members of JCA. A metropolitan district was created to fund the infrastructure improvements in annexed portions of Jefferson Center.

The Canyon Pines site was annexed as Jefferson Center Filings #14 and 15 in 1997. Concurrent with the annexation, the site was zoned PUD-NC-R-A (Planned Unit Development — New Community — Residential Sub-district A), and an Outline Development Plan (ODP) was approved. Subsequently, the applicant filed a lawsuit objecting to certain conditions of the annexation. By stipulation of the parties, a Jefferson County District Court order provided that a new public hearing be held concerning five specific topics. This hearing was held July 13th of 1998 and the Preliminary Site Plan for the 90 lot Canyon Pines development was approved. In 2017, the Final Development Plan and final plat were approved, and the infrastructure is nearly complete. In 2020, the Canyon Pines development was zoned PUD with the adoption of the updated Land Development Code. In order to deliver water to the development, a City pump station is needed. The parcel for this station is located immediately adjacent to the east boundary of the Canyon Pines development in Annexation No. 1. The pump station parcel will be subdivided off of the larger parcel. The remaining portion of the parcel and the Annexation No. 2 parcel will be included for residential development.

Discussion

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	The rezoning request to PUD and OS is consistent with the proposed Comprehensive Plan amendment and the existing character of the surrounding area.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The use of the properties as single family residential and public facility is allowed in the PUD and OS zone districts.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	Facilities and services necessary to serve the property are currently available in the surrounding area and will provide adequate levels of service.
4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.	Complies	Impacts from the proposed single family residential and public facility development will be mitigated through the incorporation of PUD standards that will result in compatible development.
5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.	Complies	The Canyon Pines #2 PUD is consistent with the original Canyon Pines PUD directly adjacent to the properties.

Public Contact

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council. Two neighborhood meetings for this project took place for

this project; one on November 30th, 2022 and again on June 16th, 2023. The applicant, staff, and one neighbor were in attendance at the first meeting. No neighbors attended the second meeting. The applicant reviewed the proposals but there were no concerns raised by the public.

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

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1500 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

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

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

Commission Recommendation

The Arvada Planning Commission voted 6 to 0 (1 absence) to recommend approval to City Council on November 21, 2023.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB23-033, An Ordinance Rezoning Certain Land within the City of Arvada, from Jefferson County A-2 (Agricultural-Two) to City of Arvada PUD (Planned Unit Development) and OS (Open Space) amending the Official Zoning Maps of the City of Arvada, Colorado, approximately located at 52 Canyon Pines Drive, also known as Canyon Pines, Arvada's Debrouillarde Pump Station (Annexation No. 2).

Suggested Motion:

I move that CB23-033, An Ordinance Rezoning Certain Land within the City of Arvada, from Jefferson County A-2 (Agricultural-Two) to City of Arvada PUD (Planned Unit Development) and OS (Open Space) and amending the Official Zoning Maps of the City of Arvada, Colorado, approximately located at 52 Canyon Pines Drive, also known as Canyon Pines, Arvada's Debrouillarde Pump Station (Annexation No. 2), be (approved on final reading, numbered 4866 and ordered published by title only) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Cheryl Drake, Senior Planner	12/13/2023
Josie Suk, Development Systems and Administrative Manager	12/14/2023
Rob Smetana, Planning Manager	12/19/2023
Jessica Garner, Director of Community and Economic Development	12/19/2023
Gail Walker, Legal Specialist-Contracts	12/19/2023
Emily Grogg, Senior Assistant City Attorney	12/21/2023
Linda Haley, Deputy City Manager	12/21/2023
Rachel Morris, City Attorney	12/21/2023
Lorie Gillis, City Manager	12/26/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 23-033
ORDINANCE NO. 4866

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, FROM JEFFERSON COUNTY A-2 (AGRICULTURAL-TWO) TO CITY OF ARVADA PUD (PLANNED UNIT DEVELOPMENT) AND OS (OPEN SPACE) AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, APPROXIMATELY LOCATED AT 52 CANYON PINES DRIVE, ALSO KNOWN AS CANYON PINES, ARVADA'S DEBROUILLARDE PUMP STATION (ANNEXATION NO. 2)

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

Section 1. The following described property is hereby rezoned from Jefferson County A-2 (Agricultural-Two) to two separate City of Arvada zoning districts: a majority of the property to City of Arvada PUD (Planned Unit Development) and the northeast corner of the property to OS (Open Space).

THE CURRENTLY VACANT PARCEL OF LAND APPROXIMATELY LOCATED AT 52 CANYON PINES DRIVE MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT A.

Section 2. The Official Zoning Maps of the City of Arvada are hereby amended in accordance herewith.

Section 3. This ordinance shall be effective fifteen days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 4th day of December, 2023.

PASSED, ADOPTED, AND APPROVED this 8th day of January, 2024.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

Publication Dates: December 7, 2023
January 11, 2024

EXHIBIT A

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, FROM JEFFERSON COUNTY A-2 (AGRICULTURAL-TWO) TO CITY OF ARVADA PUD (PLANNED UNIT DEVELOPMENT) AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, APPROXIMATELY LOCATED AT 52 CANYON PINES DRIVE, ALSO KNOWN AS CANYON PINES, ARVADA'S DEBROUILLARDE PUMP STATION (ANNEXATION NO. 2)

LAND DESCRIPTION

ANNEXATION NO. 2 AND OS ZONING TOGETHER
PUBLIC AND QUASI-PUBLIC FACILITIES

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13 BEING S 83°33'46" W AND MONUMENTED AS FOLLOWS:

-NORTH QUARTER CORNER OF SECTION 13, BEING A FOUND 3.25" ALUMINUM CAP, PLS 22564, PER MON. REC. DATED 12-1-1986.

-NORTHWEST CORNER OF SECTION 18, BEING A FOUND 3.25" ALUMINUM CAP, PLS 14057, PER MON. REC. DATED 12-13-1985.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 18;

THENCE S 00°49'58" E A DISTANCE OF 279.23 FEET TO A POINT ON THE EASTERLY BOUNDARY OF JEFFERSON CENTER ANNEXATION NO. 15, RECORDED AT REC. NO. F0682300, ORDINANCE NO. 3353 AND THE POINT OF BEGINNING;

THENCE N 89°56'35" E ALONG SAID EASTERLY BOUNDARY A DISTANCE OF 322.05 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1) S 37°01'19" W A DISTANCE OF 170.74 FEET;

2) ALONG A CURVE TO THE LEFT HAVING A CHORD OF S 18°21'49" W 478.80 FEET, A RADIUS OF 748.31 FEET, AN ARC OF 487.37 FEET, AND A DELTA OF 37°18'59";

3) ALONG A CURVE TO THE LEFT HAVING A CHORD OF S 07°11'49" E 231.96 FEET, A RADIUS OF 965.03 FEET, AN ARC OF 232.52 FEET, AND A DELTA OF 13°48'19";

4) S 14°05'59" E A DISTANCE OF 132.76 FEET;

5) ALONG A CURVE TO THE RIGHT HAVING A CHORD OF S 13°15'04" E 51.84 FEET, A RADIUS OF 1750.00 FEET, AN ARC OF 51.84 FEET, AND A DELTA OF 1°41'50" TO A POINT ON SAID EASTERLY BOUNDARY OF JEFFERSON CENTER ANNEXATION NO. 15, RECORDED AT REC. NO. F0682300, ORDINANCE NO. 3353;

THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING TWO (2) COURSES:

1) S 89°56'35" W A DISTANCE OF 127.15 FEET;

2) N 00°49'58" W A DISTANCE OF 1000.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 121,809 S.F. OR 2.7964 ACRES MORE OR LESS.

CITY OF ARVADA

REPORT TO CITY COUNCIL PUBLIC HEARING	AGENDA ITEM 10.I.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: Canyon Pines Filing No. 1 PUD Development Plan Amendment & Canyon Pines Filing No. 2, PUD Development Plan (Rob Smetana)

Report in Brief

PRESENTER: Rob Smetana

Section 27 LLC is requesting approval of a Comprehensive Plan Amendment, annexation, and rezoning of two parcels of land known as Canyon Pines- Triangle parcel (Annexation No.1) and Canyon Pines- Arvada's DeBrouillarde Pump Station parcel (Annexation No. 2). A Planned Unit Development (PUD) for the two parcels in addition to a PUD Amendment for a portion of the original Canyon Pines development, collectively referred to as Canyon Pines Filing No. 2 accompany these requests.

The annexations include Annexation No. 1 (the Triangle, which is 1.2208 acres) and Annexation No. 2 (Arvad's DeBrouillarde Pump Station parcel, which is 2.7964 acres). Both parcels are outside of the current Comprehensive Plan boundaries requiring that the plan be amended to extend the boundaries. The Annexation No. 1 parcel and the majority of the Annexation No. 2 parcel are proposed to be rezoned PUD (Planned Unit Development). The northeast corner of the Annexation No. 2 parcel is proposed to be rezoned OS (Open Space) to accommodate a new City water pump station.

Financial Impact

There is no financial impact to the City.

Background

The subject property is located on the north side of State Highway 72, approximately 2.5 miles west of State Highway 93. The site is directly to the west of the Union Pacific Railroad and is currently vacant.

The original Canyon Pines development was included with the Jefferson Center master development for which specific plans, regulations, and intergovernmental agreements were prepared in anticipation of development. An amendment to the City of Arvada Comprehensive Plan was approved for the area in 1989, and a Comprehensive Development Plan (CDP) was approved. The CDP specifies land uses that are allowed. An annexation agreement was also approved in 1989 that specified requirements for future development. A Subdivider's Agreement was entered into between the City, Jefferson Center Metro District (JCMD) No.1, and Jefferson Center Associates (JCA) specific for the property annexed by members of JCA. A metropolitan district was created to fund the infrastructure improvements in annexed portions of Jefferson Center.

The Canyon Pines site was annexed as Jefferson Center Filings #14 and 15 in 1997. Concurrent with the annexation, the site was zoned PUD-NC-R-A (Planned Unit Development — New Community — Residential Sub-district A), and an Outline Development Plan (ODP) was approved. Subsequently, the applicant filed a lawsuit objecting to certain conditions of the annexation. By stipulation of the parties, a Jefferson County District Court order provided that a new public hearing be held concerning five specific topics. This hearing was held July 13th of 1998 and the Preliminary Site Plan for the 90 lot Canyon Pines development was approved. In 2017, the Final Development Plan and final plat were approved, and the infrastructure is nearly complete. In 2020, the Canyon Pines development was zoned PUD with the adoption of the updated Land Development Code. In order to deliver water to the development a City pump station is needed. The parcel for this station is located

immediately adjacent to the east boundary of the Canyon Pines development in Annexation No. 1. The pump station parcel will be subdivided off of the larger parcel. The remaining portion of the parcel and the Annexation No. 2 parcel will be included for residential development.

Discussion

Div. 8-3-10 PUD Development Plan Approval Criteria	Finding	Rationale
1. The plan is consistent with the Comprehensive Plan or reflects conditions that have changed since the adoption of the Comprehensive Plan	Complies	The proposed development is consistent with the proposed Comprehensive Plan amendment and consistent with the character of the surrounding area.
2. The plan is consistent with and implements and previously approved Outline Development Plan in effect for the subject property, per Section 8-3-10-7, PUDs Approved Prior to Effective Date.	Complies	No ODP is associated with this property.
3. The plan represents a development that will address a unique situation, confer a substantial benefit to the City, or incorporate creative site design such that it achieves the purposes set out in Section 8-3-10-1, Purpose of Planned Development Zone, and represents an improvement in quality over what could have been accomplished through application of the otherwise applicable zoning district or development standards.	Complies	The Canyon Pines area has a unique character which offer a living opportunity that is not available in other portions of the City. Development standards included in the PUD will provide for high quality development over what could be accomplished through the reliance on traditional development standards
4. The plan generally complies with the intent of the use, development and design standards set forth in the LDC.	Complies	The proposed residential development complies with the use, intent and design standards outlined in the LDC.
5. To the extent reasonably feasible, the plan provides for integration and connection with adjoining development through street connections, sidewalks, trails, and similar features; unless due to the nature of the uses that are allowable in the plan such connections are not desirable.	Complies	Canyon Pines #2 will be integrated with the surrounding Canyon Pines development through access and utility connections already in place.
6. Sufficient public safety, transportation, and utility facilities and services will, prior to development, be available to serve the subject property, while maintaining sufficient levels of service to existing development.	Complies	Canyon Pines is served by Coal Creek Canyon Fire and Arvada Police. Water and sewer facilities are in place within the adjacent roadways.
7. The proposed uses (or group of uses) are appropriately located and designed, both within the boundaries of the plan and in relation to adjacent uses, such that the foreseeable, material adverse impacts that may be created by the scale, design, and operating characteristics (e.g., hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts) of the uses are avoided or mitigated.	Complies	The proposed uses follow the same development standards with apply to the adjacent Canyon Pines development providing mitigation to potential negative impacts.

8. If the application for plan approval is accompanied by an application for rezoning to the PUD zoning district, the rezoning application is concurrently approved.	Complies	The rezoning and PDP are being processed concurrently.

Public Contact

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

Two neighborhood meetings for this project took place for this project; one on November 30th, 2022 and again on June 16th, 2023. The applicant, staff, and one neighbor were in attendance at the first meeting. No neighbors attended the second meeting.

The applicant reviewed the proposals but there were no concerns raised by the public.

The applicant prepared a summary of the meetings, which are attached.

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

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1500 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

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

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

Commission Recommendation

On November 21, 2023 the Planning Commission recommended approval of the Filing No. 1 PUD Development Plan Amendment & Filing No. 2 PUD Development Plan by a vote of 6 to 1, with 1 absence.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends approval of the Canyon Pines Filing No.1 PUD Development Plan Amendment & Canyon Pines Filing No. 2, PUD Development Plan.

Suggested Motion:

I move that DA2023-0005, Canyon Pines Filing No.1 PUD Development Plan Amendment & Canyon Pines Filing No. 2, PUD Development Plan at approximately 52 Canyon Pines Drive, be (approved) (denied).

This motion is based on the findings of fact adopted by Planning Commission (if approved).

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

Prepared by:
Heidi Van Gieson, Administrative Specialist

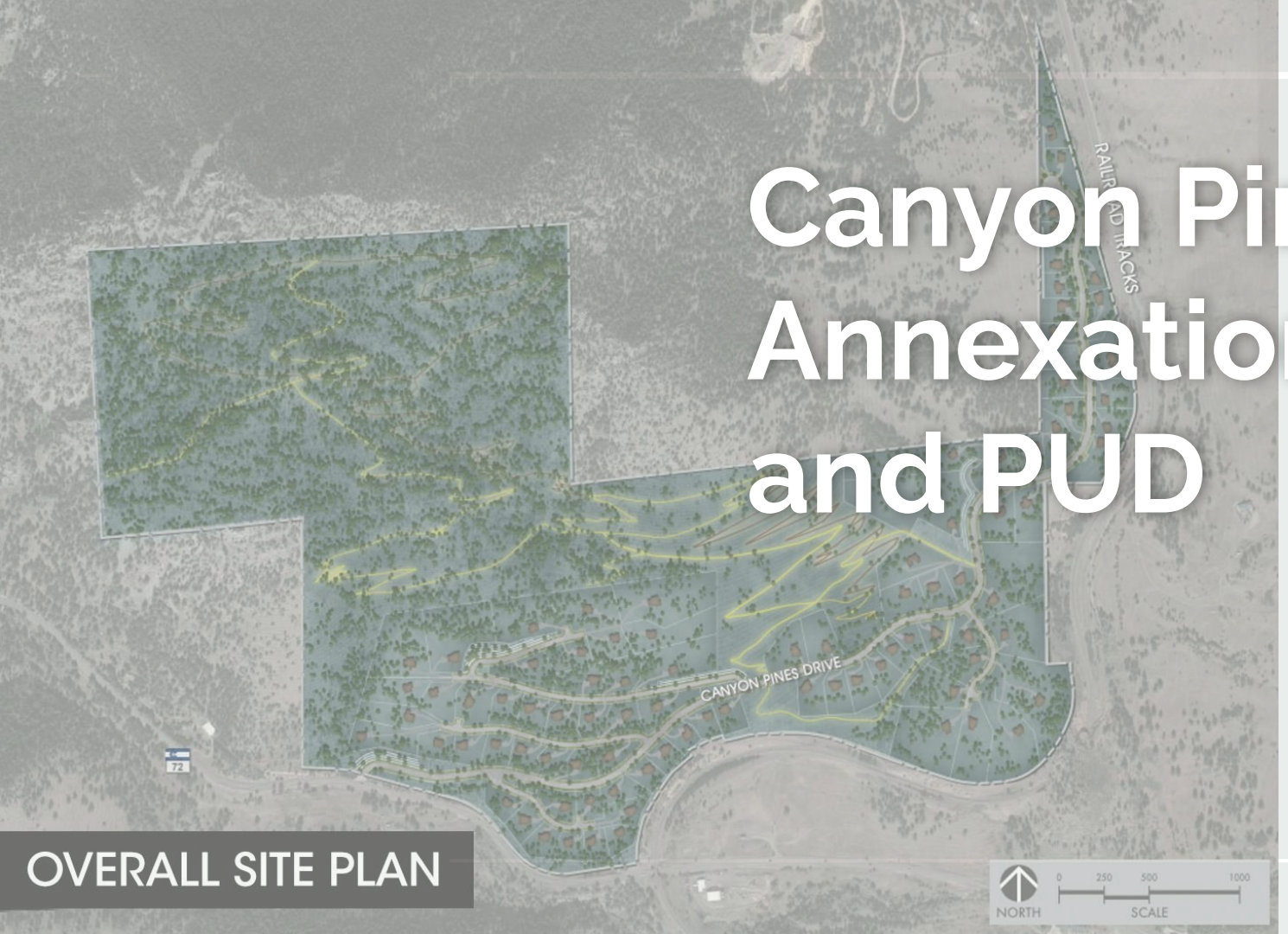
Reviewed by:

Approved by:

Cheryl Drake, Senior Planner	12/13/2023
Rob Smetana, Planning Manager	12/19/2023
Jessica Garner, Director of Community and Economic Development	12/19/2023
Gail Walker, Legal Specialist-Contracts	12/19/2023
Emily Grogg, Senior Assistant City Attorney	12/21/2023
Rachel Morris, City Attorney	12/21/2023
Linda Haley, Deputy City Manager	12/21/2023
Lorie Gillis, City Manager	12/26/2023

Enclosure, exhibits & attachments required to support the report

Canyon Pines Annexations and PUD

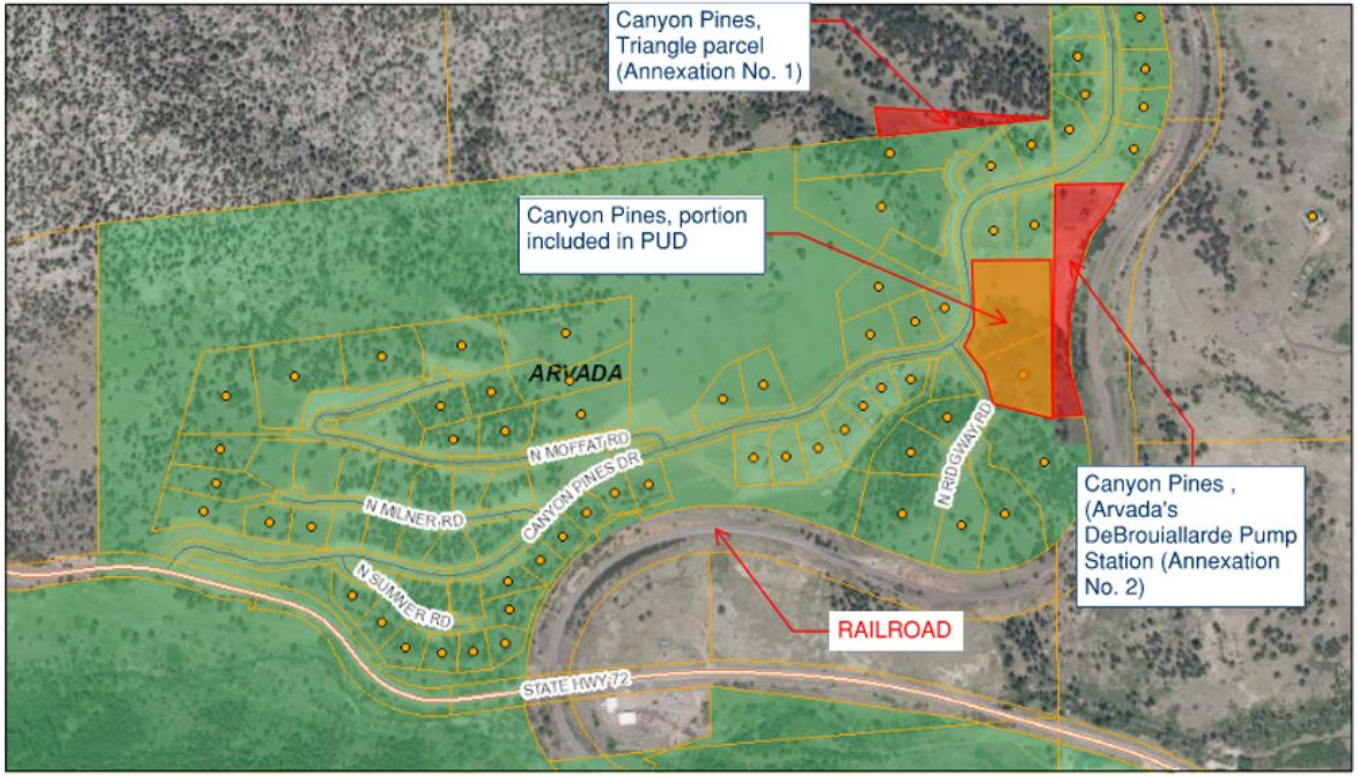


OVERALL SITE PLAN

PROJECT VICINITY MAP

ANNEXATION PARCELS IN RED

PUD Parcels in Orange and Red



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Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Author: ArcGIS Web AppBuilder
Date: 5/30/2023

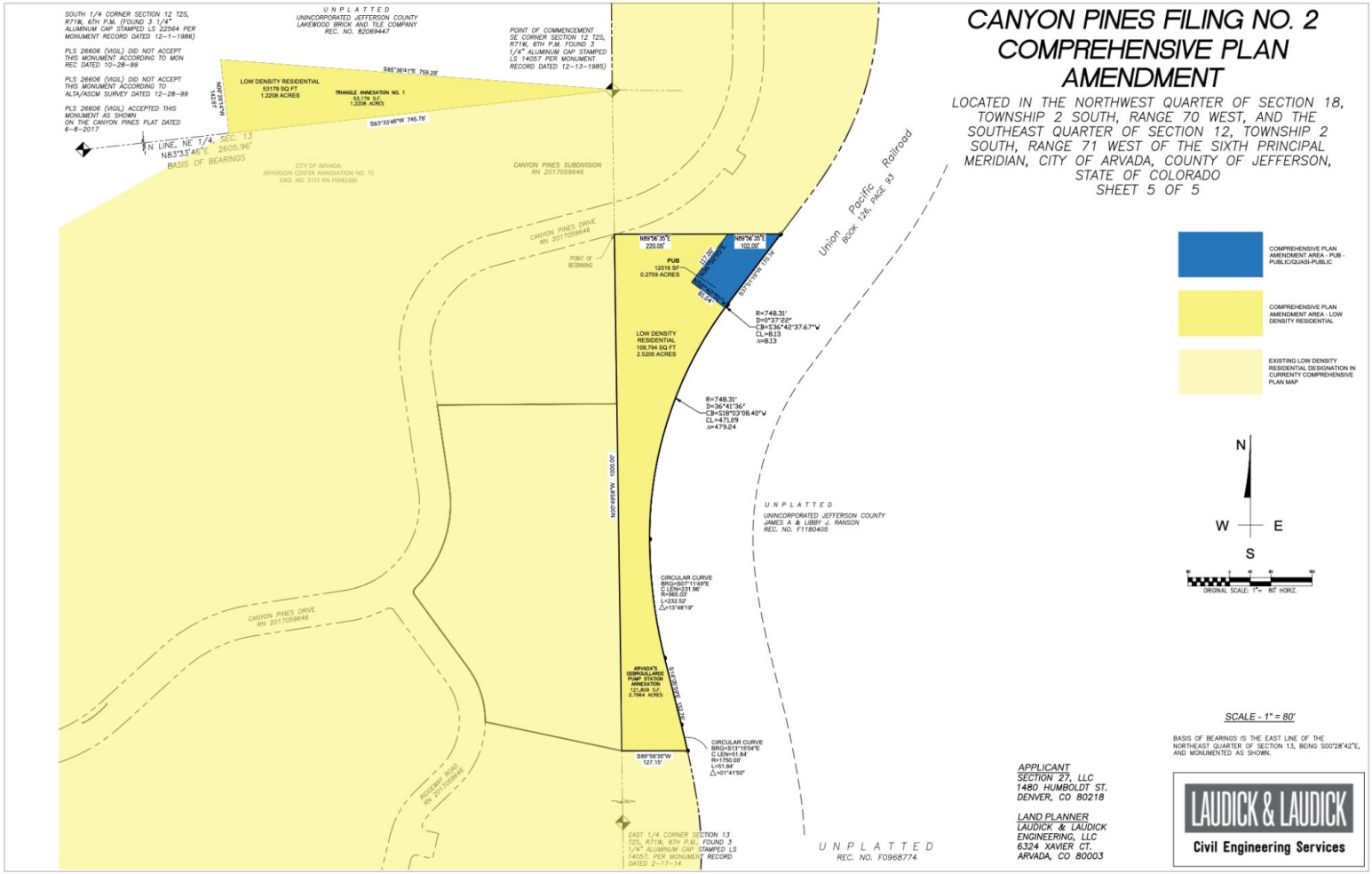
New City of Arvada Pump Station on Debrouillarde Property.

Debrouillarde Annexation Area

CANYON PINES FILING NO. 2 COMPREHENSIVE PLAN AMENDMENT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 70 WEST, AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 5 OF 5



SCALE - 1" = 80'

BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13, BEING S00°28'42"E, AND MONUMENTED AS SHOWN.

APPLICANT
SECTION 27, LLC
1480 HUMBOLDT ST.
DENVER, CO 80218

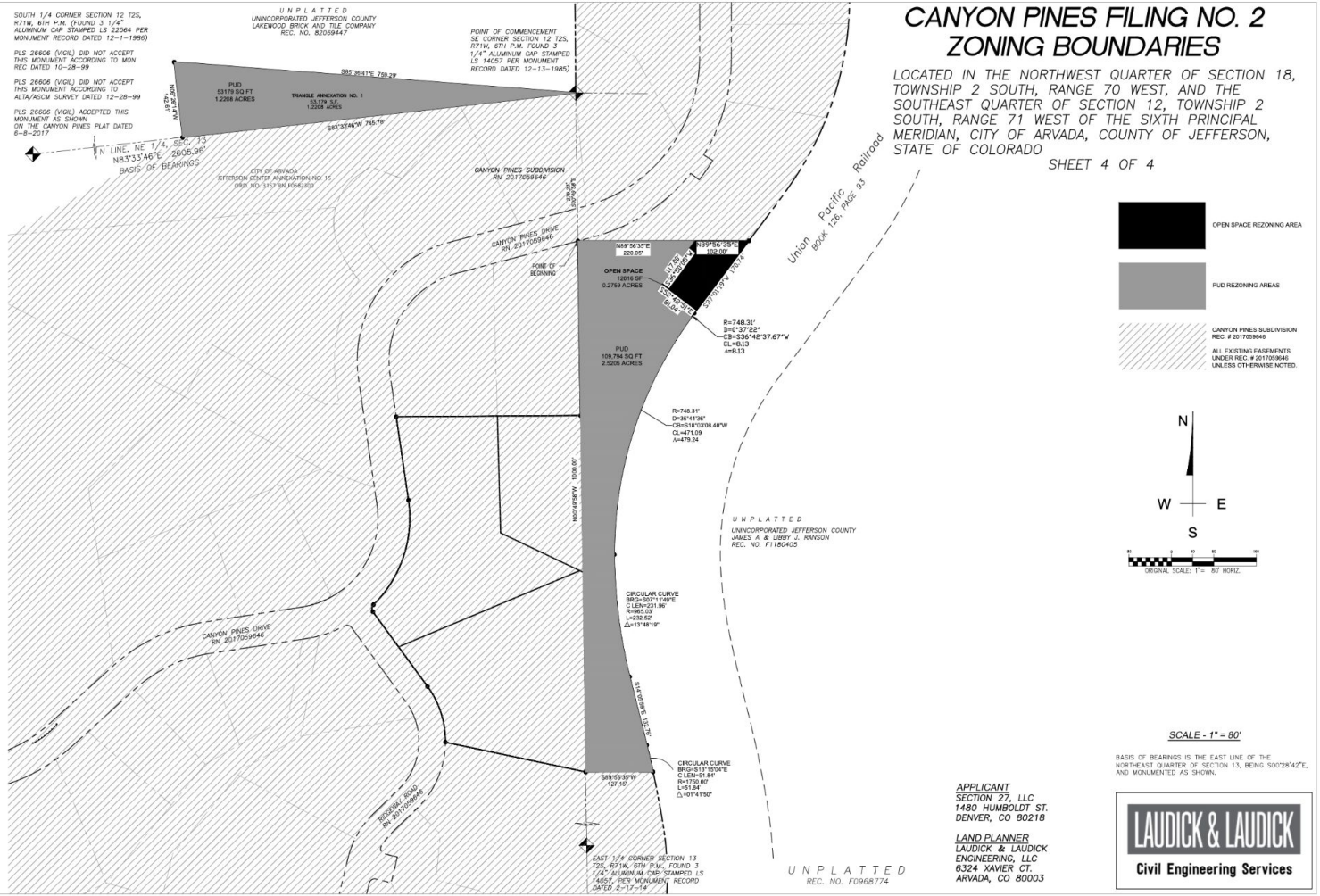
LAND PLANNER
LAUDICK & LAUDICK ENGINEERING, LLC
6324 XAVIER CT.
ARVADA, CO 80003

LAUDICK & LAUDICK
Civil Engineering Services

CANYON PINES FILING NO. 2
ZONING BOUNDARIES

LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 70 WEST, AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 4 OF 4



SCALE - 1" = 80'

BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13, BEING S00°28'42"E, AND MONUMENTED AS SHOWN.

APPLICANT
SECTION 27, LLC
1480 HUMBOLDT ST.
DENVER, CO 80218

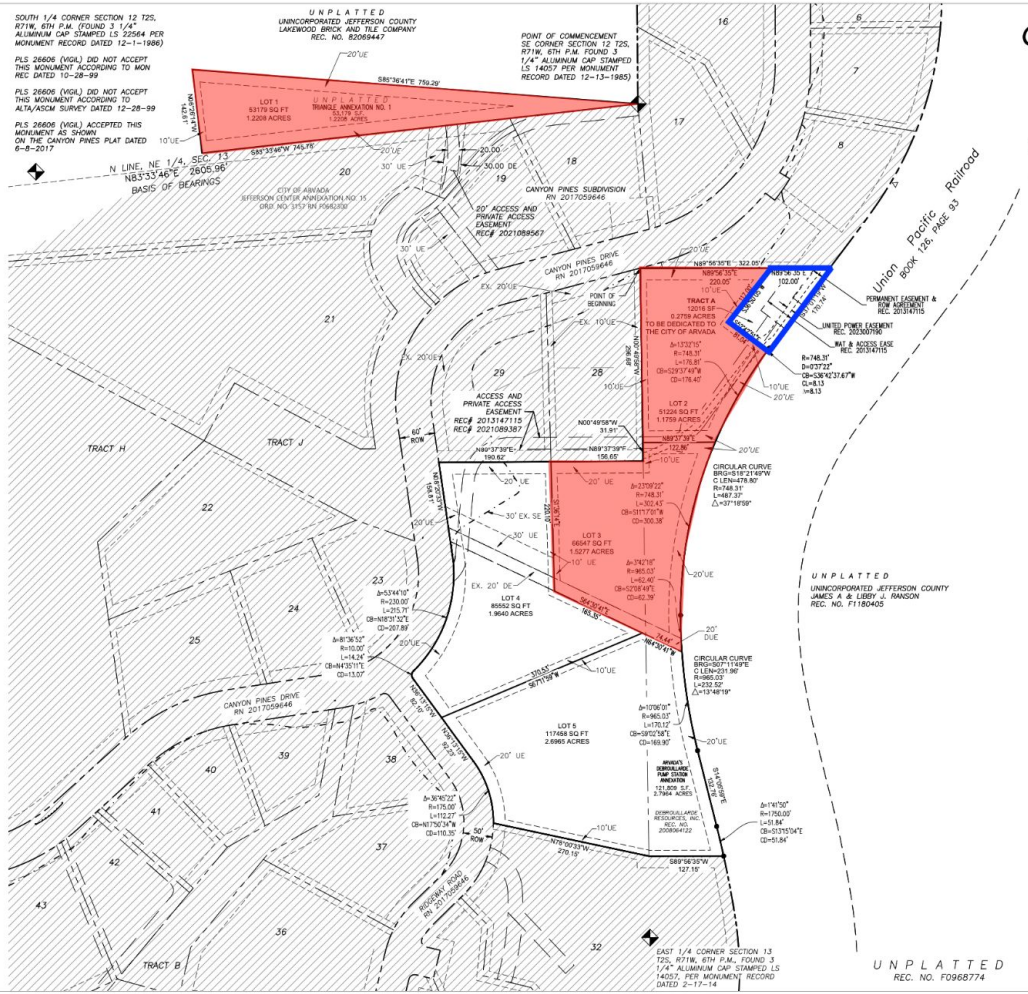
LAND PLANNER
LAUDICK & LAUDICK ENGINEERING, LLC
6324 XAVIER CT.
ARVADA, CO 80003

LAUDICK & LAUDICK
Civil Engineering Services

CANYON PINES FILING NO. 2

PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 70 WEST, THE SOUTHEAST QUARTER OF SECTION 12, AND LOTS 30 & 31, CANYON PINES SUBDIVISION, TOWNSHIP 2 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 2 OF 2



SYMBOL LEGEND

- PROPERTY LINE
- RIGHT OF WAY
- EDGE OF PAVEMENT
- CENTERLINE
- LOT LINE
- UTILITY EASEMENT
- RETAINING WALL
- SLOPE EASEMENT
- △ RANGE POINTS PER C.R.S. 38-51-105 PARAGRAPH 4(a). AND RANGE POINTS BY CITY OF ARVADA LAND DEVELOPMENT CODE.
- CANYON PINES SUBDIVISION REC. # 2017059646
- ALL EXISTING EASEMENTS UNDER REC. # 2017059646 UNLESS OTHERWISE NOTED.

EX – EXISTING
AUE – PROPOSED ACCESS & UTILITY EASEMENT
AE – PROPOSED ACCESS EASEMENT
DE – PROPOSED DRAINAGE EASEMENT
SE – PROPOSED SLOPE EASEMENT
UE – PROPOSED UTILITY EASEMENT
PAUE – PRIVATE ACCESS AND UTILITY EASEMENT
PAE – PRIVATE ACCESS EASEMENT
DE – DRAINADE EASEMENT
DUE – DRAINAGE AND UTILITY EASEMENT

N
W E
S

ORIGINAL SCALE: 1" = 80' HORIZ.

BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13, BEING S00°28'42"E, AND MONUMENTED AS SHOWN.

APPLICANT
SECTION 27, LLC
1480 HUMBOLDT ST.
DENVER, CO 80218

LAND PLANNER
LAUDICK & LAUDICK ENGINEERING, LLC
6324 XAVIER CT.
ARVADA, CO 80003

SURVEY 303 LLC
LAND SURVEYING
5368 LYNN DR. ARVADA CO. 80002 - 303 514 3668 - SURVEY303@AOL.COM

DATE: 01-06-2023 REVISED: SCALE: 1" = 80'

Thank You!
Questions?

CITY OF ARVADA

REPORT TO CITY COUNCIL PUBLIC HEARING	AGENDA ITEM 10.J.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: Public Hearing on a Substantial Amendment of the Consolidated Strategy and Plan Submission for Housing and Community Development Programs 2020-2024

Report in Brief

Presenter: None The Mayor will open the public hearing, take any testimony, and close the hearing.

A Public Hearing on the Substantial Amendment to the 2020-2024 of the Consolidated Strategy and Plan is necessary prior to submittal of the amended plan to HUD.

Notification of the Public Hearing was published on November 21, 2023 as part of the Notice to the Public regarding the availability of the draft amended 2020-2024 Consolidated Plan for public review and examination. The public review and examination period was for 30 days from November 20, 2023- December 20, 2023.

This item is for informational purposes only for the Public Hearing and no action is necessary. It will only be necessary to open the public hearing, take any testimony and close the hearing.

Financial Impact

There is no source of funding tied to the 2020-2024 City of Arvada Consolidated Plan. The Annual Action Plans drafted and approved during five year Consolidated Plan period allocate approximately $450,000 in funding to various activities that benefit low to moderate income households in Arvada. The funding source for the Annual Action Plans is 09-804050.

Background

As stated herein, notification of the Public Hearing was published on November 21, 2023 as part of the Notice to the Public regarding the availability of the drafted amended 2020-2024 Consolidated Plan for public review and examination.

Discussion

This item is for informational purposes only for the Public Hearing and no action is necessary. It will only be necessary to open the public hearing, take any testimony, and close the hearing.

Public Contact

Notification of the public hearing was published on November 21, 2023 as part of the Notice to the Public regarding the availability of the draft amended 2020-2024 Consolidated Plan for public review and examination. The public review and examination period was for 30 days from November 20, 2023-December 20, 2023.

Commission Recommendation

N/A

Strategic Alignment

Conducting the Public Hearing on the Substanial Amendment of the 2020-2024 Consolidated Strategy and Plan will support community and human services programs. Therefore this action aligns with the Community and Economic Development priority area of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

This item is for informational purposes only for the Public Hearing and no action is necessary. It will only be necessary to open the public hearing, take any testimony and close the hearing.

Suggested Motion:

It will only be necessary to open the public hearing, take any testimony and close the hearing.

Prepared by:
Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	11/28/2023
Jessica Garner, Director of Community and Economic Development	11/29/2023
Gail Walker, Legal Specialist-Contracts	11/30/2023
Kylie Justus, Assistant City Attorney	11/30/2023
Rachel Morris, City Attorney	12/5/2023
Nora Steenson, Deputy City Attorney	12/5/2023
Linda Haley, Deputy City Manager	12/5/2023
Lorie Gillis, City Manager	12/6/2023

Enclosure, exhibits & attachments required to support the report

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Consolidated Housing and Community Development Plan -

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

To Provide a Consolidated Strategy and Plan Submission for Housing and Community Development Programs for the

3. Evaluation of past performance

The July 2, 2019 CAPER HUD review indicated the City had the continuing capacity to administer its CPD funded programs and the activities undertaken were consistent with Arvada's HUD approved Consolidated Plan and that the City continues to make progress in meetings its housing and community development goals.

4. Summary of citizen participation process and consultation process

The Arvada Citizen Participation Plan provides for and encourages citizen participation including involvement of low income residents where housing and community development funds may be spent as outlined in the Plan elements that follow. The City will take actions that are appropriate and reasonable for the participation of all its residents including minorities and non-English speaking persons as well as persons with mobility, visual, or hearing impairments to participate in the development process of the Consolidated Strategy and plan Submission for Housing and Community Development Programs.

5. Summary of public comments

The Arvada Human Services Advisory Committee presented its recommendations for funding regarding human service activities for 2020 and a resolution was passed by City Council accepting and approving those recommendations.

OMB Control No: 2506-0117 (exp. 09/30/2021)

The City engaged the community again for comments related to the substantial amendment to the Consolidated Plan. The public comment period took place on November 20, 2023 to December 20, 2023. No public comments were received. The City will hold a public hearing related to the substantial amendment on December 18, 2023. The Consolidated Plan will be updated with any public comments received prior to submission to HUD.

6. Summary of comments or views not accepted and the reasons for not accepting them

None

7. Summary

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	ARVADA	Housing Preservation and Resources

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

City of Arvada

Housing Preservation and Resources

8001 Ralston Road

Arvada, Colorado 80002

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

The Arvada Citizen Participation Plan provides for and encourages citizen participation including involvement of low income residents where housing and community development funds may be spent as outlined in the Plan elements that follow. The City will take actions that are appropriate and reasonable for the participation of all its residents including minorities and non-English speaking persons as well as persons with mobility, visual, or hearing impairments to participate in the development process of the Consolidated Strategy and plan Submission for Housing and Community Development Programs.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Prior to the process of preparing its Consolidated Plan, the City will consult with appropriate public agencies including internal City Departments by mailing a letter to such agencies notifying them of the Consolidated Plan process for the City and requesting their input.

Maintenance of a mailing list of persons, agencies, or groups that have requested they be notified of when proposals for funding or review of the Consolidated Plan including the Action Plan: One Year Use of Funds will occur. That list will be updated and utilized to mail notices prior to hearing dates as they occur.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

Maintenance of a mailing list of persons, agencies, or groups that have requested they be notified of when proposals for funding or review of the Consolidated Plan including the Action Plan: One Year Use of Funds will occur. That list will be updated and utilized to mail notices prior to hearing dates as they occur.

Prior to the process of preparing its Consolidated Plan, the City will consult with appropriate social service agencies the housing needs of children, minorities, the elderly, the disabled, the homeless, and other special populations within the community by mailing a letter to such agencies notifying them of the Consolidated Plan process for the City and requesting their participation. The City will also provide

highlighted information on the appropriate City webpage. In addition a banner notice will be placed on the City webpage and social media will be utilized to provide a broader reach to the public.

Two public hearings will be scheduled before the City Council with appropriate notice published in the Arvada Press as set forth in the City Citizen Particpation Plan.

The following information and assistance was directly requested from 57 separate social service, housing and special needs agencies or non-profit groups or agencies serving the disadvantaged in the community and region:

The City of Arvada would like to invite your participation in the preparation of the City Consolidated Plan. We would like to request written input on what your agency or group perceives to be specific housing and community development needs within the City of Arvada. We would like to especially request information on the needs of Children, Minority Groups, the Elderly, the Disabled (including persons with HIV/AIDS and their families), the Homeless, and other members of the community with special needs.

We would also like to request any specific data you may have relative to the size, income, ethnicity and characteristics of these special needs populations along with the source of the data.

In addition the City would like to request your input on strategies or approaches you would recommend to help address Arvada's housing and community development needs.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City receives requests from agencies such as MDHI regarding obtaining Certifcations of Consistency for funding applications regarding ESG and similar funding opportunities and the City responds promptly to those requests.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Agency/Group/Organization	Agency/Group/Organization Type	What section of the Plan was addressed by	How was the Agency/Group/Organization consulted and what are the anticipated outcomes
<TYPE=[pivot_table] REPORT_GUID=[AA4FDEC5439905E0BA7EBD82142E56F5]>			

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The array of other agency types consulted also covered those not marked as consulted on the list

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	MDHI	Varied activities and funding applications by MDHI entities are reviewed for compliance with the City Consolidated Plan
City of Arvada Comprehensive Plan	City of Arvada	The City Comprehensive Plan is closely coordinated with, and is consulted with, and overlaps a large portion of the Consolidated Plan
Arvada City Council Strategic Plan	City of Arvada	Following the adoption of the City Council Strategic Plan, the City tasked Leadership Team members to help find ways to bridge the housing gap for households with low and moderate incomes.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

Prior to the process of preparing its Consolidated Plan, the City will consult with appropriate public agencies including internal City Departments by mailing a letter to such agencies notifying them of the Consolidated Plan process for the City and requesting their input.

In the process of preparing its Consolidated Plan, the City will obtain appropriate information provided by the US Department of Housing and Urban Development or other State and County agencies on existing data on hazards and poisonings from lead based paint and on the addresses of housing units in which children identified as lead poisoned reside if available.

The Director of the Arvada Housing Authority will be included in the process of preparing notices for the Consolidated Plan.

OMB Control No: 2506-0117 (exp. 09/30/2021)

The normal process of environmental review for HUD funded projects proposed in the Consolidated Plan will provide an additional means by which other public entities serving the community will be informed about and provided with the opportunity to comment on projects or programs proposed for funding.

A variety of Arvada Departments and related agencies are utilized in the preparation and implementation of the Consolidated Plan including:

US Department of Housing and Urban Development, City Council for the City of Arvada, Planning Commission for the City of Arvada, City of Arvada City Manager's Office City of Arvada Community Development Department, Housing and Neighborhood Revitalization Division, Arvada Housing Authority, City of Arvada Finance Department, City of Arvada Public Works Department, The Metropolitan Denver Homeless Initiative & The Colorado Department of Human Services, Metropolitan Denver Homeless Initiative (MDHI), Jefferson County Housing Authority and Housing Colorado among others

Narrative (optional):

The City of Arvada has joined Next Century Cities, a bipartisan, city-to-city initiative dedicated to ensuring the availability of next-generation broadband Internet for all communities. Mayor Pro Tem Fifer Appointed to FCC Intergovernmental Advisory Committee. Arvada, CO….. Bob Fifer, City of Arvada Mayor Pro Tem, is one of just four municipal officials in the country to be appointed to the Federal Communications Commission (FCC) Intergovernmental Advisory Committee (IAC) for 2017 – 2019. The IAC provides guidance, expertise, and recommendations to the Commission on a range of telecommunication issues. The 2017 – 2019 Committee will specifically focus on the role of state, local, and Tribal governments in facilitating broadband deployment and adoption, initiatives related to wireless infrastructure deployment, Universal Service programs, consumer complaints processes, and public safety issues.

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City has an approved Citizen Particpation Plan which the City follows regarding CDBG for the Five Year Consolidated Plan and Annual Action Plans and CAPER.

The City held two public hearings before City Council at 8101 Ralston Road, Arvada, Co. in the City Municpal Building Council Chambers which is fully accessible to the disabled and televised. The first hearing was held on September 16, 2019 and notices were published on August 29, 2019 and September 5, 2019.

A Notice was published on September 19, 2020 regarding a 30 day comment period for the public to review and comment upon the plans. The comment period was from September 20, 2019 to October 19, 2019. The published notice also informed the public about the second public hearing that was held on November 11, 2019.

A Notice was published on November 21, 2023 regarding a 30 day comment period for the public to review and comment on the substantial amendment to the Consolidated Plan. The comment period was from November 20, 2023 to December 20, 2023. The published notice also informed the public about the opportunity to provide comment during a public hearing on December 18, 2023.

OMB Control No: 2506-0117 (exp. 09/30/2021)

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	Primary entities in attendance non profit social service and disadvanataged care providers	Requests for funding assistance received from one non profit entity the Carin Connection	none	
2	Newspaper Ad	Non-targeted/broad community	See Public Hearing	See public Hearing	none	
3	Internet Outreach	Non-English Speaking - Specify other language: varied Non-targeted/broad community	Applications for funding assistance from non-profit entities. Input from community advocacy group	Varied	None	

OMB Control No: 2506-0117 (exp. 09/30/2021)

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Dedicated City webpage	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing varied social service providers	Several letters with information provided as requested in letter	varied depending on groups responding	none	
5	Dedicated City webpage	Non-English Speaking - Specify other language: varied Non-targeted/broad community Entities seeking application	hits on site. Funding applications submitted by non-profit entities	funding applications	none	

OMB Control No: 2506-0117 (exp. 09/30/2021)

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Dedicated City webpage	Persons with disabilities Non-targeted/broad community Community representatives from varied backgrounds	Committee met to consider applications for public services funding through CDBG and City Human Services Fund funding to apply specific criteria to formulate recommendations to City Council for use of funds	21 applications received		
7	Dedicated City webpage	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community	NA	NA		

Table 4 – Citizen Participation Outreach

OMB Control No: 2506-0117 (exp. 09/30/2021)

OMB Control No: 2506-0117 (exp. 09/30/2021)

Needs Assessment

NA-05 Overview

Needs Assessment Overview

This section of the Consolidated Plan examines housing, community, and economic development needs of residents. As required by HUD, the assessment is based on an analysis of “disproportionate needs” tables—discussed below—and informed by public consultation. The Needs Assessment section covers the following areas: Housing Needs. Increases in home values and rents have made housing affordability among the most pressing needs among low to moderate income residents, especially renters. Cost burden and severe cost burden are the most common housing problems in the city. Households with disproportionately greater needs. Low income households and residents belonging to a racial/ethnic minority are more affected by housing problems than higher income and non-Hispanic white households. Minority householders—particularly African American and Hispanic householders—also have lower rates of home ownership than non-Hispanic white householders. Public Housing / Housing Choice Vouchers. The City does not own or operate Public Housing units but does administer 490 vouchers. Funding levels for the Housing Choice Voucher Program have involved prorations of Federal funding for the Program that are inadequate to allow the program to meet the needs of the low income households it serves. People Experiencing Homelessness. Homelessness in Arvada is relatively modest. However, with increasing housing costs, a larger number of households are becoming cost burdened making them at a higher risk for becoming homeless. Non-Homeless Special Needs. Non-homeless special needs populations include households containing persons with a disability, elderly households, large families, female headed households with children, limited English proficient households, and those at risk of homelessness. The needs of each of these individual populations are discussed in section NA-45.Non-Housing Community Development Needs. Non-housing needs for public facilities/infrastructure as well as public services

OMB Control No: 2506-0117 (exp. 09/30/2021)

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

The City of Arvada lies to the northwest of Denver and is a part of the Denver-Aurora-Lakewood, CO Metropolitan Statistical Area. Its proximity to regional job centers including Denver and Boulder via major highways and a new commuter rail system has influenced the city's growth in more urban centers including historic Olde Town Arvada and greenfield development in the western portion of the city. Arvada's population grew 16 percent between 2000 and 2017 with the influx of 16,147 people. The total number of households grew more rapidly than population growth during the same period (21%). Median income rose by 48 percent between 2000 and 2017 (from $55,000 to $82,000). The cost of housing has increased substantially in the Denver Metro and Arvada is no exception. Between 2000 and 2017 median rent increased by 77 percent and median home value rose 119 percent. Cost burden and severe cost burden are by far the most common housing problem affecting low and moderate income renter and owner occupied households in Arvada. Fifty-eight percent of low to moderate income renter households (earning less than 100% AMI) and 37 percent of low to moderate income owner households experience cost burden. About 5 percent of low-to moderate income renters live in substandard or overcrowded housing. Among the low-to-moderate income households experiencing cost burden, just over half were renters (53%). One-third (33%) were small related households and another third (34%) were elderly households.

Demographics	Base Year: 2000	Most Recent Year: 2017	% Change
Population	102,153	118,300	16%
Households	39,019	47,083	21%
Median Income	$55,184.00	$81,787.00	48%

Table 5 - Housing Needs Assessment Demographics

Alternate Data Source Name:
Consultant
Data Source Comments:

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	3,965	4,535	8,170	5,465	23,110
Small Family Households	1,080	1,195	2,695	2,025	12,825
Large Family Households	254	190	314	260	1,965
Household contains at least one person 62-74 years of age	810	1,108	1,634	1,230	4,415
Household contains at least one person age 75 or older	930	1,105	1,310	724	1,445

OMB Control No: 2506-0117 (exp. 09/30/2021)

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Households with one or more children 6 years old or younger	669	565	1,034	665	1,845

Table 6 - Total Households Table

Alternate Data Source Name:
Consultant

Data Source Comments:

OMB Control No: 2506-0117 (exp. 09/30/2021)

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	65	75	55	45	240	0	10	20	0	30
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	0	20	20	20	60	10	0	0	0	10
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	25	75	75	0	175	0	0	30	0	30
Housing cost burden greater than 50% of income (and none of the above problems)	1,779	609	105	45	2,538	964	680	740	60	2,444
Housing cost burden greater than 30% of income (and none of the above problems)	225	915	1,325	200	2,665	290	395	1,530	929	3,144

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	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Zero/negative Income (and none of the above problems)	175	0	0	0	175	160	0	0	0	160

Table 7 – Housing Problems Table

Alternate Data Source Name:
Consultant
Data Source Comments:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	1,874	784	260	110	3,028	974	690	790	60	2,514
Having none of four housing problems	570	1,450	2,560	1,229	5,809	435	1,465	4,060	3,720	9,680
Household has negative income, but none of the other housing problems	175	0	0	0	175	160	0	0	0	160

Table 8 – Housing Problems 2

Data Source: 2011-2015 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	615	465	585	1,665	270	314	945	1,529
Large Related	219	90	60	369	18	10	88	116

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Elderly	605	469	295	1,369	715	590	653	1,958
Other	649	605	535	1,789	255	160	610	1,025
Total need by income	2,088	1,629	1,475	5,192	1,258	1,074	2,296	4,628

Table 9 – Cost Burden > 30%

Data Source: 2011-2015 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	540	110	15	665	250	239	290	779
Large Related	215	60	0	275	18	10	4	32
Elderly	515	269	95	879	460	330	209	999
Other	594	215	40	849	240	100	230	570
Total need by income	1,864	654	150	2,668	968	679	733	2,380

Table 10 – Cost Burden > 50%

Data Source: 2011-2015 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	25	85	85	20	215	10	0	4	0	14
Multiple, unrelated family households	0	8	20	0	28	0	0	25	0	25
Other, non-family households	10	0	0	0	10	0	0	0	0	0
Total need by income	35	93	105	20	253	10	0	29	0	39

Table 11 – Crowding Information – 1/2

Data Source: 2011-2015 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source Comments:

Describe the number and type of single person households in need of housing assistance.

Arvada has just over 47,000 households according to the most recent American Community Survey (ACS) data. Twenty-five percent of Arvada households (12,006 households) are single person households. Of the total single person households, 37 percent are headed by an individual 65 years of age or older. Six percent of single person households (780 individuals) are living in poverty and experience housing needs.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Disabilities. Twenty one percent of the Arvada households (9,640 households) have a member with a disability. Comprehensive Housing Affordability Strategy (CHAS) data indicate that about 35 percent of households with residents with a disability have one or more housing problems (e.g. cost burden, overcrowding, substandard housing). Persons with disabilities also typically face challenges finding housing that is affordable, accessible, and located near transit and supportive services. Victims of domestic violence. National incidence rates indicate that 37 percent of women and 34 percent of men aged 18 or older have experienced contact sexual violence, physical violence, or stalking by an intimate partner in their lifetime. Applied to Arvada's population, these rates suggest that nearly 8,800 residents would be affected. National statistics show that 3.6 percent of women and one percent of men experiencing intimate partner violence need housing services. These rates suggest that over 200 individuals in Arvada are likely to have housing needs resulting from domestic violence. Although the supportive and housing services needed by intimate partner violence (IPV) victims vary, generally, all need health care and counseling immediately following the event and continued mental health support to assist with the traumatic stress disorder related to the event. Victims may also require assistance with substance abuse and mental health services, both of which are common among IPV victims. Affordable housing is also critical: The National Alliance to End Homelessness argues that a "strong investment in housing is crucial [to victims of domestic violence] …so that the family or woman is able to leave the shelter system as quickly as possible without returning to the abuse." The Alliance also reports that

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studies on homelessness have shown a correlation between domestic violence and homelessness (http://www.endhomelessness.org/pages/domestic_violence).

What are the most common housing problems?

Cost burden and severe cost burden, for both renter and owner households, are the most common housing problems in Arvada. Table 7 shows that 2,538 renter households earning less than 100 percent of AMI experience cost burden and another 2,665 renter households renter households earning less than 100 percent of AMI experience severe cost burden. This compares to 240 renters below 100 percent of AMI living in substandard housing and 235 renters below 100 percent of AMI living in overcrowded or severely overcrowded homes. Similar trends are evident among owner households.

Are any populations/household types more affected than others by these problems?

Overall, renters are more likely than owners to experience housing problems. According to Table 7, 63 percent of renters earning less than 100 percent AMI have at least one housing problem compared to 46 percent of owners earning less than 100 percent of AMI. Renters are also more likely to experience severe housing problems (34%) compared to owners (20%). “Small related” and “elderly” households constitute the largest number of cost burdened households, each accounting for about one-third of all cost burdened households. are the most affected by cost burden. However, extremely low income large households have the highest rate of cost burden—93 percent of these households are cost burdened. Across all household types, those earning less than 30 percent of AMI are the most likely to experience cost burden and severe cost burden.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Households spending 50 percent or more of their income on housing are considered at risk of homelessness. These households have limited capacity to adjust to rising home prices and are vulnerable to even minor shifts in rents, property taxes, and/or incomes. CHAS data in Table 7 indicate that 4,982 low to moderate income households spend 50 percent or more of their income on housing and therefore are at risk of homelessness.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Households spending 50 percent or more of their income on housing are severely cost burdened.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Housing costs rising more rapidly than wages, job loss or hours being cut back, and housing condition deterioration. Other characteristics commonly linked with housing instability and an increased risk of homelessness include prior history of eviction or foreclosure, being precariously housed, difficulty paying utilities or property taxes, bad credit history, criminal history, mental illness, prior episodes of homelessness, domestic assault, LGBTQ youth, and/or extremely low-income households.

Discussion

In addition to the topics discussed above, the City of Arvada evaluated broadband needs of low- and moderate- income households. Citywide, 87 percent of households have a desktop or laptop computer and 87 percent have a smartphone. Seventy eight percent of households have broadband access by cable, fiber, or DSL and 89 percent have some type of broadband access. However, ACS data indicate that access is much lower for low and moderate income households. In Arvada just 4 percent of households earning $75,000 or more per year are without an internet subscription compared to 37 percent of households earning less than $20,000 per year and 15 percent of households earning between $20,000 and $75,000 per year.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section provides data on households with disproportionate housing needs. Data are presented by race and ethnicity and income category. Racial categories and ethnicity (Hispanic) are consistent with the definitions used by the U.S. Census. Income ranges correspond to HUD income categories and are based on the area median income for a family of four, which can be found at http://www.huduser.org/portal/datasets/il.html. All data are pre-populated by HUD. According to HUD, disproportionate need occurs when a household category has a level of need that is at least 10 percentage points higher than the level of need of all households in a particular income category. For example, if 60 percent of households earning between 50 and 80 percent of the area median income (AMI) have housing problem, and 75 percent of Hispanics in the same income category have a housing problem, Hispanics would have a disproportionate need. Per the regulations at 91.205(b)(2), 91.305(b)(2), and 91.405, a grantee must provide an assessment for each disproportionately greater need identified. Although the purpose of these tables is to analyze the relative level of need for each race and ethnic category, the data also provide information for the jurisdiction as a whole that can be useful in describing overall need. Income classifications are as follows: 0%-30% AMI is considered extremely low-income, 31%-50% AMI is low-income, 51%-80% AMI is moderate-income, and 81%-100% is middle-income.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,363	490	335
White	2,599	435	215
Black / African American	45	0	4
Asian	44	0	10
American Indian, Alaska Native	44	35	4
Pacific Islander	0	0	0
Hispanic	620	14	100

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,779	1,595	0
White	2,219	1,340	0
Black / African American	40	60	0
Asian	24	0	0
American Indian, Alaska Native	10	4	0
Pacific Islander	0	0	0
Hispanic	485	195	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,905	3,760	0
White	3,135	3,260	0
Black / African American	55	65	0
Asian	74	110	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	610	305	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,299	3,819	0
White	1,129	3,359	0
Black / African American	20	45	0
Asian	0	70	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	130	320	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

The disproportionate need of racial and ethnic group in Arvada are summarized by income level below: 0-30% AMI. At this income level Black/African American, Asian, and Hispanic households experience disproportionate need relative to white households and the jurisdiction as a whole. Level of disproportionate need in both comparisons among these racial and ethnic populations were between 11 and 14 percentage points higher than need experienced by White residents and need experienced by the jurisdiction as a whole. 30-50% AMI. At this income level, Asian households experienced highly disproportionate need relative to both white households and the jurisdiction as a whole. Asian households experienced need at rates 38 percentage points higher than white households and rates 36 percentage points higher than households in the jurisdiction overall. 50-80% AMI. At this income level, Hispanic households experienced disproportionate need 18 percentage points higher than the rates of white households and 16 percentage points higher than households in the jurisdiction as a whole. 80-100% AMI. At this income level, there are no disproportionate need based on race and ethnicity.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section discusses severe housing needs as defined by HUD, using HUD-prepared housing needs data. The tables show the number of Arvada households that have severe housing needs by income, race, and ethnicity. As stated above, a disproportionately greater need exists when the members of a racial or ethnic group at a particular income level experience housing problems at a greater rate (10 percentage points or more) than the income level as a whole. For example, assume that 60 percent of all low-income households within a jurisdiction have a housing problem and 72 percent of low-income Hispanic households have a housing problem. In this case, low- income Hispanic households have a disproportionately greater need. Per the regulations at 91.205(b)(2), 91.305(b)(2), and 91.405, a grantee must provide an assessment for each disproportionately greater need identified. Although the purpose of these tables is to analyze the relative level of need for each race and ethnic category, the data also provide information for the jurisdiction as a whole that can be useful in describing overall need. Income classifications are as follows: 0%-30% AMI is considered extremely low-income, 31%-50% AMI is low-income, 51%-80% AMI is moderate-income, and 81%-100% is middle-income.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,848	1,005	335
White	2,189	855	215
Black / African American	45	0	4
Asian	24	20	10
American Indian, Alaska Native	44	35	4
Pacific Islander	0	0	0
Hispanic	535	95	100

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,474	2,915	0
White	1,189	2,375	0
Black / African American	10	90	0
Asian	24	0	0
American Indian, Alaska Native	10	4	0
Pacific Islander	0	0	0
Hispanic	240	445	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,050	6,620	0
White	850	5,540	0
Black / African American	0	125	0
Asian	40	144	0
American Indian, Alaska Native	10	4	0
Pacific Islander	0	0	0
Hispanic	150	765	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	170	4,949	0
White	170	4,324	0
Black / African American	0	65	0
Asian	0	70	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	0	445	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

Discussion

The disproportionate need of racial and ethnic group in Arvada are summarized by income level below: 0-30% AMI. At this income level, Black/African American and Hispanic households experience disproportionate needs pertaining to severe housing problems at rates 28 percentage points and 13 percentage points higher than White households at the same income level. 30-50% AMI. At this income level, Asian households experience disproportional needs pertaining to severe housing problems at rates 67 percentage points higher than White households at the same income level. 50-80% AMI. At this income level, American Indian/Alaskan Native households experience disproportionate needs pertain to severe housing problems at rates 58 percentage points higher than White households at the same income level. There were, however, only 10 total households with 4 reporting severe housing needs.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

This section provides data on households with disproportionate levels of housing cost burden. Housing cost burden occurs when households pay more than 30 percent of their gross household income toward housing costs, which includes utilities. Severe housing cost burden occurs when housing costs are 50 percent or more of gross household income. As described above, a disproportionately greater need exists when the members of a racial or ethnic group at a particular income level experience housing problems at a greater rate (10 percentage points or more) than the income level as a whole. For example, assume that 60 percent of all low-income households within a jurisdiction have a housing problem and 72 percent of low-income Hispanic households have a housing problem. In this case, low-income Hispanic households have a disproportionately greater need. Per the regulations at 91.205(b)(2), 91.305(b)(2), and 91.405, a grantee must provide an assessment for each disproportionately greater need identified. Although the purpose of these tables is to analyze the relative level of need for each race and ethnic category, the data also provide information for the jurisdiction as a whole that can be useful in describing overall need.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	31,850	7,234	5,205	335
White	28,010	5,950	4,210	215
Black / African American	195	110	55	4
Asian	570	65	93	10
American Indian, Alaska Native	129	4	65	4
Pacific Islander	0	0	0	0
Hispanic	2,630	1,065	760	100

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2011-2015 CHAS

Discussion:

Black/African American households disproportionately experience cost burden at a rate 14 percentage points greater than White households. American Indian/Alaska Native households disproportionately experience severe cost burden at a rate 21 percent greater than White households.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

According to HUD, disproportionate need occurs when a household category has a level of need that is at least 10 percentage points higher than the level of need of all households in a particular income category. For example, if 60 percent of households earning between 50 and 80 percent of the area median income (AMI) have a housing problem, and 75 percent of Hispanic households in the same income category have a housing problem, Hispanic households would have a disproportionate need. The HUD data discussed above in Sections NA-15 and NA-20 indicate that disproportionately high needs exist for the following households: At the 0-30% AMI income level, Black/African American, Asian, and Hispanic households experience housing problems disproportionately relative to White households and the jurisdiction as a whole. Rate of need in both comparisons among these racial and ethnic populations was between 11 and 14 percentage points higher than their counterpart households at that same income level. Black/African American households at this income level have severe cost burden rates at 28 percentage points and 13 percentage points higher than White households. At the 30-50% AMI income level, Asian households experienced highly disproportionate need based on housing problems relative to both white households and the jurisdiction as a whole. Asian households experienced need at rates 38 percentage points higher than white households and 36 percent higher than households in the jurisdiction overall. A high proportion of the housing problems are associated with cost burden. Asian households experience disproportionate needs pertaining to severe housing problems at rates 67 percentage points higher than White households at this same income level. At the 80-100% AMI income level, non-white Hispanic households experienced disproportionate need 18 percentage points higher than the rates of white households and 16 percent higher than households in the jurisdiction as a whole.

If they have needs not identified above, what are those needs?

The needs identified above focus on the HUD-defined categories of housing problems: cost burden, overcrowding (more than 1 person per room), lacking complete kitchen facilities, and lacking complete plumbing facilities. Differences in housing needs by race and ethnicity can also be assessed by differences in homeownership and access to capital. Overall, racial/ethnic minorities in Arvada have lower rates of homeownership (60%) than non-Hispanic whites (76%). Ownership is particularly low for African American householders (39%) and Hispanic householders (56%).

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

Maps made available via the HUD Affirmatively Furthering Fair Housing Data and Mapping Tool allow for further exploration of the geographic patterns of cost burden and poverty as well as the geographic location of populations based on race and ethnicity. Arvada does not contain any HUD designated racial/ethnic concentration and areas of poverty concentration (R/ECAPs), however there are several

R/ECAP areas near the city's eastern edge. Racially/ethnically-concentrated areas of poverty (R/ECAPs), per HUD's definition, involve a racial/ethnic concentration threshold and a poverty test. The racial/ethnic concentration is defined by a non-White population of 50 percent or more while the poverty threshold is defined as 40 percent or more of individuals living at or below the poverty line or is three or more times the average tract poverty rate for the metropolitan/micropolitan area, whichever threshold is lower.The Housing Cost Burden and Race/Ethnicity Map below reveals that Hispanic populations are the most concentrated along the south and eastern edge of the city. These concentrated areas also correspond with areas of higher population density overall. Census tracts in the city's southeast and northeast corned also have relatively high rates of cost burden. The housing cost burden by nation of origin map below reveals that there are also areas of nation of origin concentration that correspond areas of higher rates of cost burdened households. Specifically, individuals of Russian origin are concentrated in the city's southeast and north east areas where there are higher rates of cost burden.

NA-35 Public Housing – 91.205(b)

Introduction

The Arvada Housing Authority operates a Section 8 Housing Choice Voucher Program for very low income renter households and has done so since 1976. Through that Program, eligible very low-income households receive a subsidy to assist in paying a portion of the contract rent those households must pay for rental housing.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	0	490	0	490	0	0	0

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	0	13,625	0	13,625	0	0

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	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average length of stay	0	0	0	6	0	6	0	0
Average Household size	0	0	0	2	0	2	0	0
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	0	174	0	174	0	0
# of Disabled Families	0	0	0	108	0	108	0	0
# of Families requesting accessibility features	0	0	0	490	0	490	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

	Program Type								
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	0	446	0	446	0	0	0
Black/African American	0	0	0	26	0	26	0	0	0

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Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Asian	0	0	0	14	0	14	0	0	0
American Indian/Alaska Native	0	0	0	4	0	4	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	0	130	0	130	0	0	0
Not Hispanic	0	0	0	360	0	360	0	0	0
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

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Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

The City does not have or operate Public Housing units. There are 490 vouchers as revealed in Table 22. All of the vouchers are tenant-based.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The Authority maintains a waiting list for individuals and families in need of a housing subsidy. There are currently 198 households on the waiting list. Over the past year, 69 new households were issued vouchers and of those households, 53 were housed through the program. The most immediate need regarding residents is for the Federal government to provide an adequate level of funding to properly operate the Program and fully utilize the 508 baseline count of units. The reduced funding provided by the US Department of Housing and Urban Development (HUD) for the program in the last year has limited the Authority to assist an average of about 491 households a month over the last twelve months at any one time.

How do these needs compare to the housing needs of the population at large

This priority need is related to adequate Federal funding of the primary methods by which very low income renters in the community can secure assistance to make their living costs affordable.

Discussion

Funding levels for the Housing Choice Voucher Program have involved prorations of Federal funding for the Program that are inadequate to allow the program to meet its baseline count of housing assistance it can provide

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The Point-in-Time (PIT) survey conducted by the Metropolitan Denver Homeless Initiative (MDHI) generates a "snapshot" of the individuals and families who are experiencing homelessness in our metropolitan Denver communities. MDHI and stakeholders in the seven county metro Denver area conducted a Point-In-Time (PIT) survey during the week of January 28, 2019. The full report is posted at http://mdhi.org/. This overview provides responses from interviewees and anyone in the household. The data below is for all of Jefferson County as a breakout for Arvada is not generated. It is important to note that research base homelessness surveys typically undercount homeless populations. People may enter and leave homelessness throughout the year – the Point-In-Time Survey is an approximate one day snap shot of homelessness in metro Denver.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	65	546	611	144	611	30
Persons in Households with Only Children	212	0	212	0	212	30
Persons in Households with Only Adults	102	0	102	0	102	30
Chronically Homeless Individuals	102	0	102	0	102	30
Chronically Homeless Families	248	0	248	0	248	30
Veterans	10	0	10	0	10	30
Unaccompanied Child	0	0	0	0	0	0
Persons with HIV	0	0	0	0	0	0

Table 26 - Homeless Needs Assessment

OMB Control No: 2506-0117 (exp. 09/30/2021)

Data Source Comments: Metro Denver Homeless Initiative - 2014 State of Homelessness - Annual Assessment of Homelessness - Jefferson County

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

In Jefferson County, unaccompanied youth constituted 5 percent (21 individuals) of the total homeless population most of whom (17 individuals) were sheltered in an emergency shelter. Eight percent or 22 individuals experiencing homelessness were veterans. None of these veterans were accompanied by family members. Of the total 434 households experiencing homelessness, 236 households (54%) were households with a least one adult and at least one child. There 54 people experiencing chronic homelessness representing 12 percent of the homeless population. Nine percent of the homeless population were newly homeless in 2019.

OMB Control No: 2506-0117 (exp. 09/30/2021)

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	0	0
Black or African American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Pacific Islander	0	0
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	0	0
Not Hispanic	0	0

Data Source Comments:

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The Denver Metro Homeless Initiative 2019 Point in Time report for all of Jefferson County counted a total of 424 homeless people -- 124 unsheltered, 112 emergency sheltered, and 198 in transitional housing. In this population, there were 22 veteran, 63 families, 21 unaccompanied youth, and 33 fleeing domestic violence.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

In Jefferson County, the majority of the homeless population (61%) were White. Twelve percent of the homeless population were Black/African American. Twenty percent of the homeless population were Hispanic/Latino.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The majority of the 124 unsheltered individuals (95%) were households without children. Of the 236 households with at least one adult and at least one child, the majority (82%) were in transitional housing.

Discussion:

Homelessness in Arvada and Jefferson County, like homelessness across the Metro Denver region is an increasing issues as rising cost of living increasingly puts a greater number of households at risk of becoming homeless.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

This section provides data and information about special needs populations in Arvada, including households containing persons with a disability (hearing/vision limitation, ambulatory limitation, cognitive limitation or self-care/independent living limitation), elderly households, large families, female headed households with children, limited English proficient households, and those at risk of homelessness. The characteristics of these populations are described below.

Describe the characteristics of special needs populations in your community:

Housing and supportive service needs for Arvada's non-homeless special needs populations are described below. Needs were determined either through occurrence of HUD-defined housing problems, income/employment status, and stakeholder engagement.

What are the housing and supportive service needs of these populations and how are these needs determined?

Disability. In Arvada, about 10 percent of the population live with mental, physical, and/or developmental disabilities. Overall, 9,640 households in Arvada include at least one member with a hearing, vision, cognitive, ambulatory, self-care and independent living difficulty. Thirty-five percent of these households experience at lease one of the HUD-defined housing problems. Additional housing-related challenges that are not captured in the HUD-defined problems include accessibility, access to transit, and problems related to requesting reasonable accommodations. Elderly Households. In Arvada, 14,711 households include at least one person over the ages of 62 years (representing 31% of the total households in Arvada). Twenty-three percent of those households are cost burdened. Senior households may be less able to cope with increasing housing costs (rents for renters and property taxes for owners) as they are more likely to be living on a fixed retirement income. National surveys indicate that most seniors desire to age in place but may need accessibility modifications as they age and may need additional support services in order to properly maintain their home and property. Many may also require transportation services and in-home health care at certain stages. Nationally, areas where older adults face the largest share of life's challenges include caregiving, health and mental health, in-home support, nutrition and food security and transportation. Arvada already has one of the highest proportions of seniors in the metro and that age cohort is expected to continue to grow. DOLA forecasts indicate there will be modest growth in the zero to thirty-nine year old (young) category, minimal change in the forty to fifty-nine population (middle aged), and considerable growth in the sixty years and up population. This changing demographic will ultimately have effects on community design, architecture, accessibility, mobility, community amenities, and city services. Arvada's current housing stock may pose challenges for seniors wishing to age in place, downsize, and find accessible, walkable housing options. Large Families. In Arvada, 2,983 households are defined as large families. According to

OMB Control No: 2506-0117 (exp. 09/30/2021)

CHAS data provide by HUD, 485 of those households (16%) have some type of housing need. The most common housing need is related to cost burden but large households are also be more susceptible to overcrowding (CHAS data do not provide enough detail to quantify the number of large family households that are overcrowded). Female Headed Households with Children. There are 1,674 female headed households with children in Arvada. The poverty rate for these households is 24 percent—much higher than the citywide family poverty rate of 5 percent. The 400 female headed households with children living in poverty are the most likely to struggle with rising housing costs and may need unique supports given the challenges they face. Limited English Proficient Households. In Arvada, 415 households are defined as Limited English Proficient Households. These households may have trouble accessing resources and/or housing-related documents in their native language.At risk of homelessness. Households spending 50 percent or more of their income on housing are considered at risk of homelessness. These households have limited capacity to adjust to rising home prices and are vulnerable to even minor shifts in rents, property taxes, and/or incomes. There are 5,048 households with incomes between zero and 80 percent MFI that are at risk of homelessness. This represents 23 percent of households in this income range.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

AIDSVu is an interactive online mapping tool that visualizes the impact of the HIV epidemic on communities across the United States. According to 2016 AIDSVu Prevalence data for Jefferson County, there are 806 cases of HIV/AIDS in Jefferson County. The vast majority (86%) of cases are male individuals and 39 percent of the cases are individuals over 55 years of age. The majority cases (67%) are cases where individuals identify as men who have sex with men (MSM). The number of persons living with HIV/AIDS in Arvada, bases on PLWHA estimates, is 313 total.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

Discussion:

As described above, Arvada has a range of non-homeless special needs including households experiencing disability (hearing/vision limitation, ambulatory limitation, cognitive limitation or self-care/independent living limitation), elderly households, large families, female headed households with children, limited English proficient households, and those at risk of homelessness.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The Arvada 2019-2020 capital Improvement plan, the city identifies transportation, parks and recreation, and utilities among its public facility needs. The City's 2014-2019 Strategic Plan highlights the infrastructure needs related to sidewalk improvements, trails/open space, and energy efficiency improvements at public facilities.

How were these needs determined?

The Arvada comprehensive plan update adopted in 2014, Arvada 2014-2019 Strategic Plan, the Arvada 2019-2020 Capital Improvement Plan, and stakeholder input.

Describe the jurisdiction's need for Public Improvements:

Arvada adopted a Performance-based Budgeting program, FOCUS, in 2013 and this program continues to act as the foundation of Arvada's budget process. When its implementation was underway in 2013, City Council adopted a new Strategic Plan for the City. On June 3, 2019, City Council adopted the fifth revision to that plan, which included the following goals for public improvements: By 2019, the City will have 100% of the water needed for build-out of the City as defined by the Comprehensive Plan. By 2019, 20% of all sidewalk gaps selected from the Transportation Committee inventory and approved by City Council will be built according to the then current code requirements. By 2019, 100% of all identified trail gaps and connection points recognized in the City's Parks, Trails and Open Space Master Plan and Bicycle Master Plan as identified by the Arvada Park Advisory Committee and as approved by City Council are built/completed. By 2019, energy consumed at City facilities will be reduced or offset by 8% from 2013 usage, based on a combination of conservation and renewable energy sources (moved to work system performance measure). By 2019, the use of alternate travel modes for commuting to work by Arvada residents will increase from 12% to 15%. By 2019, create a strategic partnership between the City of Arvada, State of Colorado, Jefferson County and City of Wheat Ridge to determine the potential of utilizing the Ridge Home site for community based attainable housing, By 2019, facilitate the development of one attainable senior housing development containing at least 50 units. By 2019, 50% of identified neighborhoods, who in 2013 did not have organized groups, will have organized neighborhood associations, HOA's, Councils or other leadership/engagement groups with whom the City can liaison.

How were these needs determined?

The Arvada comprehensive plan update adopted in 2014, Arvada 20114-2019 Strategic Plan, the Arvada 2019-2020 Capital Improvement Plan, and stakeholder input.

Describe the jurisdiction's need for Public Services:

Transportation. "Many of the aspects of designing an age-friendly community -- walkable downtowns, cohesive transit networks, mixed-use urban villages -- are the same things smart growth advocates have been pushing for 20 years. By making the space accessible for seniors, you're making it more accessible for everyone else." (Governing Magazine). In particular, wide sidewalks and trails, free of trip hazards, are essential to seniors, for whom a fall could mean a broken hip. Transit access, even door-to-door access may be necessary for seniors who have lost their ability to drive, or have limited mobility otherwise. Surveys show that the primary concern about getting older is transportation. Arvada and RTD will need to consider how to make transit service available to older populations, since many seniors will become increasingly dependent on buses and rail as they stop driving. Seniors don't want to lose their independence, so programs that teach seniors how to use the bus system and read schedules play an important role. Some bus routes may need to be altered to reach 1) origination points (residential neighborhoods) are reached as some seniors may not be able to walk the standard 1/2 mile distance to a bus stop, and 2) destinations that seniors are most interested in visiting, including pharmacies and medical facilities. Senior Services. Arvada may need to expand senior services and programs to encourage daily activity and socialization. Aging population will need appropriate services such as in-home health assistance, meals on wheels, social activities, housekeeping assistance, and finally, friends, family, and neighbors who watch out for the elderly. There will also be a greater demand for cultural activities, particularly those that help seniors remain engaged in the community. Police, Fire, and Code Enforcement will see more calls for service. Many of these calls will be due to the special needs of an aging population that spend most of their time at home rather than at work. The Fire Department, for example, may get more calls for routine help. Arvada may want to encourage older citizens to avail themselves of the wide range of services provided by the DRCOG Area Agency on Aging (AAA), churches, and other non-profit agencies. The services of the AAA can take some of the load of public safety agencies. Volunteerism. There will be more citizens needing volunteer service, but the able retired population may be eager to provide volunteer services. Volunteers may be used to keep track of seniors living alone, to provide social stimulus for seniors, or to provide door to door transportation to mobility impaired seniors. Public Involvement. Because Arvada has a stable population, public involvement will increase. Retired populations will have time to participate in public affairs. Long term residents, proud of their city, may have a difficult time adjusting to changing household compositions, economic development, and changes in the built environment. Older residents can be expected to speak out more forcefully and more frequently in city politics. Healthy Places Arvada. Healthy Places is designed to inspire and support the development of healthy communities. Through a community-led process, Healthy Places aims to foster a built environment where it is easier, safer, and more appealing to walk, play and engage in daily activities that encourage movement, connection, and fun. The southeast portion of Arvada was selected to participate in the Healthy Places initiative and is working to become a model for active design and healthy living for suburban communities throughout Colorado.

How were these needs determined?

Research done as part of preparation of the City Comprehensive Plan 2014 and the 2014 City Healthy Places initiative. The Arvada comprehensive plan update adopted in 2014, Arvada 20114-2019 Strategic Plan, the Arvada 2019-2020 Capital Improvement Plan, and stakeholder input.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

Arvada's housing prices—both rental and for-sale—have increased substantially since 2000, with particularly steep increases over the past five years. These trends have exacerbated affordability challenges for residents across the city. As discussed in NA-10, 58 percent of low to moderate income renter households (earning less than 100% AMI) and 37 percent of low to moderate income owner households experience cost burden. As discussed in NA-30, low income households and residents belonging to a racial/ethnic minority are more affected by housing problems than higher income and non-Hispanic white households. The City currently has a 2,275-unit shortage affordable to households earning $25,000 or less per year (see gaps analysis discussion below). The City has very limited options for moderate income households who want to purchase a home year (see gaps analysis discussion below). To examine how well Arvada's current housing market meets the needs of its residents—and to inform potential future city housing policy—the study conducted a modeling effort called a "gaps analysis." The analysis compares the supply of rental and for-sale housing at various price points affordable to Arvada households at various income levels. The analysis compares the number of renter households in Arvada in 2017, their income levels, the maximum monthly rent they could afford without being cost-burdened (30% of income), and the number of units in the market that are affordable to them. The analysis has two components: mismatches in the rental market and ownership opportunities for renters wanting to buy. The gaps analysis revealed that the rental market in Arvada largely serves renter households earning between $25,000 and $75,000 per year—78 percent of rental units are priced within that group's affordability range. There is not sufficient housing in Arvada for low income renters making less than $25,000 per year—the table below shows the rental gaps for the City of Arvada in 2017 and indicates a shortage of 2,275 units affordable to households earning less than $25,000 per year.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

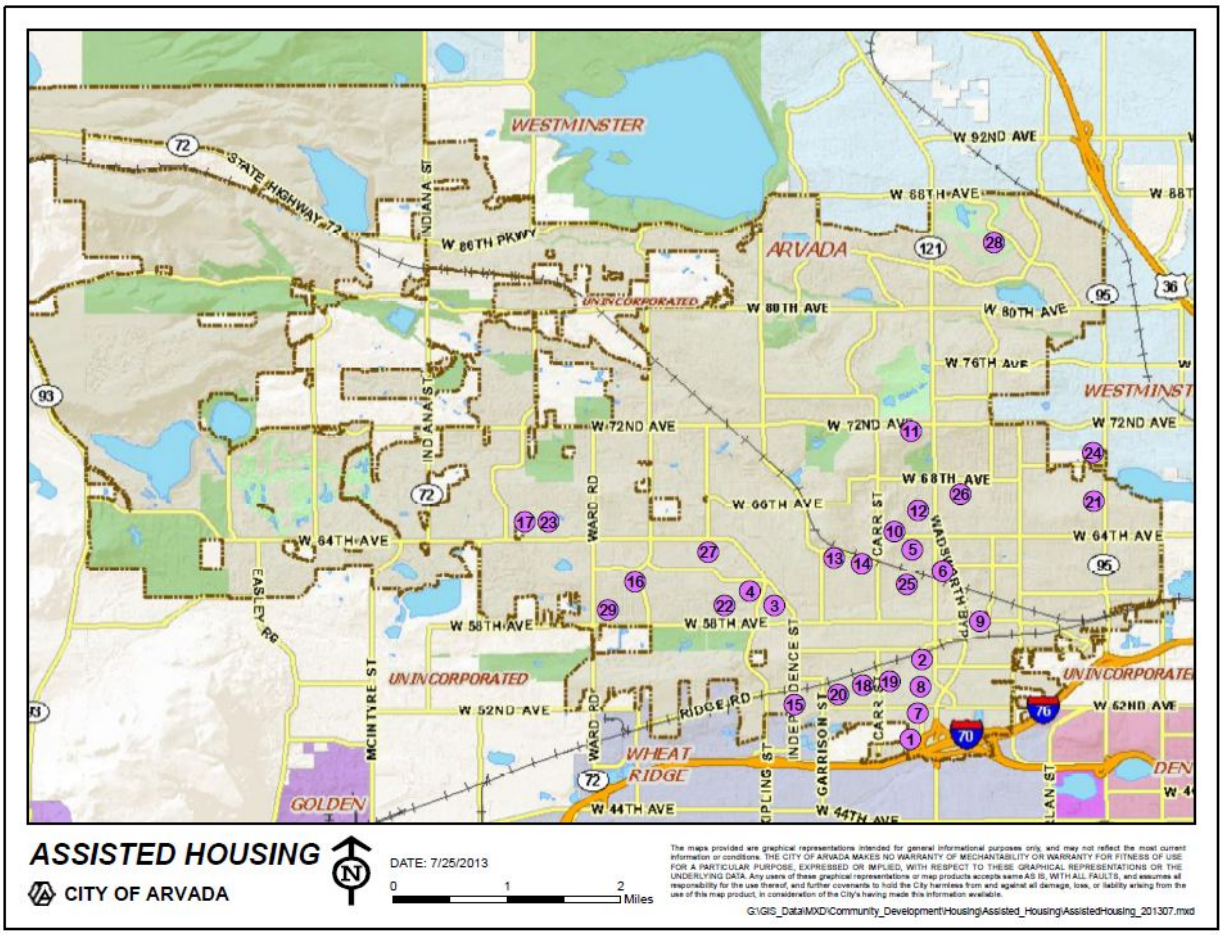
This section provides a broad overview of the types of residential units available in Arvada, including those that target low income residents. The original data in the tool have been updated with 2017 ACS data. Single unit detached structures are by far the most common residential property type contributing 73 percent of the total units. The City's multifamily housing stock represents about 21 percent of all housing, with single unit attached structure filling the remainder of units. Of the multifamily property types, properties with 20 or more units represent the largest proportion of units and two to four unit properties the smallest proportion. Table 32, Unit Size by Tenure, conveys the bedroom composition of units in Arvada based on tenure. The vast majority (87 percent) of owner occupied units have three or more bedrooms, while the majority (72 percent) of renter occupied units are have two or fewer bedrooms.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	32,445	71%
1-unit, attached structure	3,400	7%
2-4 units	2,075	5%
5-19 units	4,480	10%
20 or more units	3,285	7%
Mobile Home, boat, RV, van, etc	198	0%
Total	***45,883***	***100%***

Table 27 – Residential Properties by Unit Number

Data Source: 2011-2015 ACS



Map of Assisted Housing

Assisted Housing – Arvada

Map #	Project	Units	Income Restricted	2000 Census	Type/Assistance
1	Allison Pointe	104	104	104.05	LIHTC
2	Allison Village	37	37	104.05	Section 8
3	Applecreek Apartments	195	78	103.07	LIHTC/*HODAG*
4	Arvada House	88	88	103.07	Section 8
5	Arvada Place Apartments	41	0	102.11	Other
6	Colorado Homeless Families transitional	28	28	102.11	CDBG assisted/Other
7	Columbine Village at Arvada	60	60	104.05	LIHTC
8	Columbine Village on Allison I	67	67	104.05	LIHTC
8	Columbine Village on Allison II	44	44	104.05	LIHTC
8	Columbine Village on Allison III	61	61	104.05	LIHTC
9	Habitat For Humanity	1	1	104.06	Other
10	Habitat For Humanity	2	2	102.11	Other
11	Lutheran Home Apartments	95	26	102.11	HUD 202
12	Marcella Manor	206	206	102.11	Section 8
13	Cottage Schools -Hoskinson	4	4	103.05	Section 8/Other
14	Cottage Schools -Lawrence	5	5	103.05	Section 8/Other
15	Cottage Schools -Russell	3	3	104.02	Section 8/Other
16	Cottage Schools -Vanderhoof	4	4	103.06	Section 8/Other
17	Nightingale	40	8	98.40	Private Activity Bonds
17	Nightingale Expansion.	41	8	98.40	Private Activity Bonds
	North Marshall transitional	5	5	104.06	Other
18	Park Terrace Apartments	96	96	104.02	Other
19	Parkview Village Apartments	96	24	104.02	LIHTC
20	Parkview Village West	54	7	104.02	LIHTC/HOME
21	Sheridan Ridge	65	49	102.13	LIHTC/HOME
23	Springwood	124	25	98.40	Private Activity Bonds
24	Willow (Jefferson) Green	60	60	102.08	LIHTC/HOME
	Women In Crisis	7	7	104.06	CDBG assisted
25	Yarrow Gardens	50	10	103.05	*HUD 236*
26	Habitat For Humanity	3	3	102.12	Other
27	Aspen Ridge Apartments	105	105	103.07	Other
28	Castlegate Apartments	504	378	98.33	LIHTC/PAB
29	Viking Square Apartments	55	55	103.06	Other
	TOTAL	2350	1658		

Location of Assisted Housing

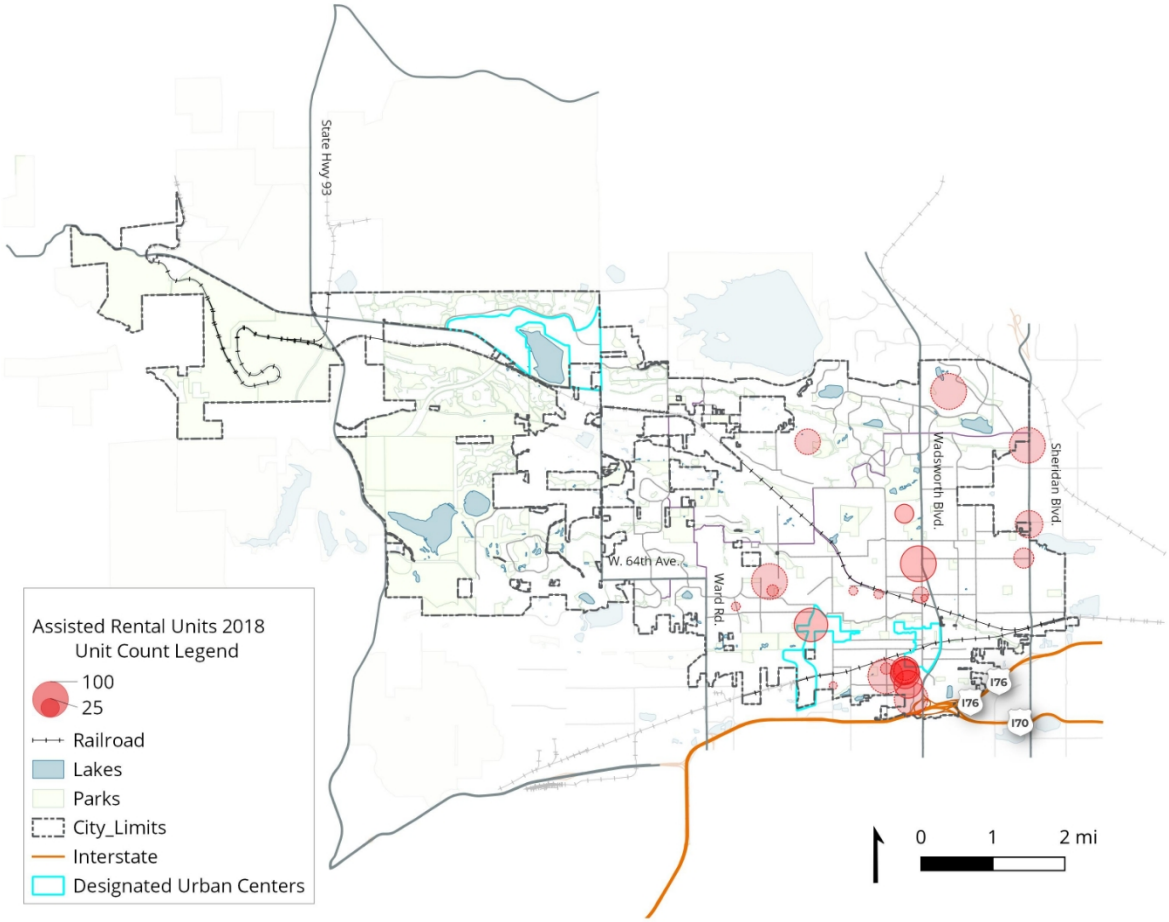
Unit Size by Tenure

	Owners		Renters	
	Number	**%**	**Number**	**%**
No bedroom	55	0%	265	2%
1 bedroom	465	1%	2,745	23%
2 bedrooms	4,920	15%	4,754	39%
3 or more bedrooms	27,130	83%	4,280	36%
Total	***32,570***	***99%***	***12,044***	***100%***

Table 28 – Unit Size by Tenure

OMB Control No: 2506-0117 (exp. 09/30/2021)

Alternate Data Source Name:
Consultant
Data Source Comments: Update data through consultant



Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The map and table show the location and number of assisted housing units in the community. Overall there are 1,506 publicly assisted units within the City of Arvada and another 170 adjacent to the City. About one-third of the assisted units are elderly restricted.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

According to data maintained by the city, there are 166 unites with Section 8 contracts ending during the period of this consolidated plan (before 2026)

OMB Control No: 2506-0117 (exp. 09/30/2021)

Does the availability of housing units meet the needs of the population?

No. The problem is particularly acute for low income renters. For renter households making less than $25,000 per year, there is a shortage of approximately 2,175 units priced in their affordability range. As revealed in the "gaps analysis" (see MA-05) which identifies mismatches among affordable rents and various incomes and availability of units at those rents, the rental market in Arvada largely serves renter households earning between $25,000 and $75,000 per year—78 percent of rental units are priced within that group's affordability range. Only 8 percent of rental units were affordable to renters earning less than $25,000 per year, while 27 percent of Arvada's renters fall in this income range. This mismatch reflects a rental gap of 2,275 units priced below $625 per month. As in many housing markets, homeownership in Arvada is relatively unaffordable to renters in lower income brackets. Though not shown in the table, 37 percent of renters earn between $35,000 and $75,000 per year and could afford a home priced between $189,000 and $284,000 but only 11 percent of homes listed/sold in Arvada in 2018 fell into that price range.

Describe the need for specific types of housing:

Discussion

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

This section contains updated cost of housing data from the 2000 Census, 2015 CHAS, and the 2017 ACS. Arvada has a higher percentage of owner-occupied housing (74%) than surrounding communities, including Thornton (70%), Westminster (66%) and Lakewood (59%). Homeownership rates are lowest in some of the most densely populated areas of the city, particularly near Olde Town. The Wadsworth Boulevard and Ralston Road corridors also have relatively low rates. Much of the rest of Arvada, including the entire western and north-central portions, have high homeownership rates—above 80 percent. Arvada has a higher proportion of single-family homes (70%) than Thornton (64%), Westminster (59%) and Lakewood (47%). Arvada's median home value is about $380,000 as of 2017. This is an increase of around 119 percent from the 2000 median value of around $175,000.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2015	% Change
Median Home Value	240,000	257,300	7%
Median Contract Rent	779	931	20%

Table 29 – Cost of Housing

Alternate Data Source Name:
Consultant
Data Source Comments:

Rent Paid	Number	%
Less than $500	1,585	13.2%
$500-999	5,515	45.8%
$1,000-1,499	3,488	29.0%
$1,500-1,999	995	8.3%
$2,000 or more	459	3.8%
Total	***12,042***	***99.9%***

Table 30 - Rent Paid

Alternate Data Source Name:
Consultant
Data Source Comments:

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	700	No Data
50% HAMFI	2,725	585
80% HAMFI	7,103	4,860

OMB Control No: 2506-0117 (exp. 09/30/2021)

Number of Units affordable to Households earning	Renter	Owner
100% HAMFI	No Data	10,028
Total	***10,528***	***15,473***

Table 31 – Housing Affordability

Alternate Data Source Name:
Consultant
Data Source Comments:

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	0	0	0	0	0
High HOME Rent	0	0	0	0	0
Low HOME Rent	0	0	0	0	0

Table 32 – Monthly Rent

Data Source Comments:

Is there sufficient housing for households at all income levels?

No. As noted above, there is a rental gap of $1,275 units for rental households earning less than $25,000 per year. There is also a shortage of ownership options for households earning less than $75,000 per year. According to HUD tables in the Needs Assessment section, for households making between zero and 80 percent AMI 9,557 household suffer from cost burden (58% of the households in this income range) and 4,877 households suffer from severe cost burden (30% of the household in this income range).

How is affordability of housing likely to change considering changes to home values and/or rents?

Arvada's housing stock has aged, but new development in the west and near Olde Town is infusing new product into the City. Older, lower-value homes fill the denser eastern reaches of the City, while newer, high-value homes are becoming increasingly abundant in the west. Recent trends reflect significant rises in both rents and home prices, particularly in the last five years. If those trends continue, affordability will continue to decline in future years. There is already a shortage of affordable units and that gap is likely to widen over time as home prices increase faster than incomes. The community's aging population will likely require a more diverse housing stock than the city currently offers. Many residents over the age of 65 may desire smaller, denser housing units near shopping and community amenities. They will likely require more easily accessible housing as well due to higher incidence of physical disability and decreasing mobility. The ability of the City to create/support housing for extremely low income households may hampered by limited local resources and declining federal resources to address affordability issues.

OMB Control No: 2506-0117 (exp. 09/30/2021)

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Discussion

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

This section provides an overview of the condition of Arvada's housing stock. Much of these data are from HUD's 2011-2015 CHAS and the 2017 ACS, which are the most recent data available.

Definitions

Standard Condition: A dwelling unit which meets HUD Section 8 HQS with no major defects in the structure and only minor maintenance is required. Such a dwelling will have the following characteristics: reliable roofs, sounds foundations, adequate and stable floors, walls, and ceilings, surfaces and woodwork that are not seriously damaged nor have pain deterioration, sound windows and doors, adequate heating, plumbing and electrical systems, adequate insulation and adequate water and sewer systems and are not overcrowded as defined by local code.Substandard condition: A dwelling unit a unit that does not does not meet HUD section 8 HQS which includes lacking the following: complete plumbing, complete kitchen facilities, efficient and environmentally sound sewage removal and water supply, and heating source. Additionally, the dwelling may be overcrowded as defined by local code. Substandard but suitable for rehabilitation: A dwelling unit, at a minimum, does not meet HQS with some of the same features as a "substandard condition" dwelling unit. This unit is likely to have deferred maintenance and may have some structural damage such as a leaking roof, deteriorated interior surfaces, and inadequate insulation. A "substandard but suitable" dwelling unit, however, has basic infrastructure (including systems for clean water and adequate waste disposal) that allows for economically and physically feasible improvements and upon completion of rehabilitation meets the definition of a "standard" dwelling unit.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	6,765	21%	5,715	47%
With two selected Conditions	55	0%	340	3%
With three selected Conditions	10	0%	25	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	25,735	79%	5,970	50%
Total	***32,565***	***100%***	***12,050***	***100%***

Table 33 - Condition of Units

Data Source: 2011-2015 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	4,298	13%	1,493	12%
1980-1999	8,780	27%	3,040	25%
1950-1979	18,855	58%	7,045	58%
Before 1950	634	2%	470	4%
Total	***32,567***	***100%***	***12,048***	***99%***

Table 34 – Year Unit Built

Data Source: 2011-2015 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	19,489	60%	7,515	62%
Housing Units build before 1980 with children present	2,288	7%	1,658	14%

Table 35 – Risk of Lead-Based Paint

Data Source: 2011-2015 ACS (Total Units) 2011-2015 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36 - Vacant Units

Data Source: 2005-2009 CHAS

Need for Owner and Rental Rehabilitation

Arvada's housing stock is relatively old. Over 27,000 units or 58 percent of Arvada's housing was built before 1980. This older building stock is relatively equally divided among renter and owner occupied; however, the selected conditions table indicates housing problems to be more common among the renter-occupied housing stock.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

As shown in the table above, an estimated 2,288 owner occupied and 1,658 renter occupied housing units in Denver were constructed before 1980 and have children under the age of 18 living in them. If these units contain a proportionate share of persons in poverty as the city's proportion overall (8% of families with children live in poverty in Arvada), then 183 owner-occupied and 133 renter-occupied housing units could be occupied by low-income families with children that could contain lead based paint hazards.

Discussion

Arvada experienced a considerable housing boom between 1950 and 1980. Housing units built during this time period are at higher risk of lead based paint contamination and general are more likely to need repairs from deferred maintenance or failing systems. Renters are more likely to live in units in need of rehabilitation. In addition to the issues described above, the City of Arvada assessed natural hazards risks to low- and moderate-income residents, including risks expected to increase due to climate change. The most common natural disasters likely to cause housing damage in Colorado are tornadoes and hail storms. Extreme weather incidents combined with early snowmelt can create extreme flooding in the Denver metro region. Urban areas can be particularly vulnerable to flooding as water cannot be absorbed into the ground across impervious structures (such as paved streets, parking lots, and building footprints). There are not geographic areas of the city known to have a disproportionately high risk of natural disasters though some residents and businesses may experience disproportionate impacts. Residents most vulnerable are those that depend on hourly wage employment as they do not receive wages if they cannot make it to work or their work is closed during or in the wake of a disaster. Small service-oriented businesses are also vulnerable as they are most impacted by potential closures and are the less likely than larger corporations to be able to weather a stoppage or shortage in cash flow. Low- and moderate- income households may have more difficulty recovering from such housing damage and may require additional resources/support to do so—including home repair programs.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The Arvada Housing Authority does not own or manage Public Housing units

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	0		508	55	453	0	0	0
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 37 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

No Public Housing units in the City

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Public Housing Condition

Public Housing Development	Average Inspection Score

Table 38 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

Discussion:

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

A variety of services are provided by the State of Colorado, Jefferson County and non profit private providers of services to disadvantaged households in the City

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	20	0	72	0	0
Households with Only Adults	0	0	0	0	0
Chronically Homeless Households	0	0	72	0	0
Veterans	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0

Table 39 - Facilities and Housing Targeted to Homeless Households

Data Source Comments: Limited data available and estimates used. There are a number of group homes providing housing or beds for youth, etc.

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Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

A variety of services are provided by the State of Colorado, Jefferson County and non profit private providers of services to disadvanataged households in the City.

Colorado Homeless Families (CHF) is a non-profit transitional housing program. CHF serves families with children who are classified as "New Poor" (families who are homeless for the first time) or "Working Poor" (families who earn low wages and cannot keep up with the rising cost of living, including housing). Family Tree provices Transitional housing, case management and other supportive services are provided to homeless youth 16+, individuals, couples, one and two parent families with children. CHF houses families for 18 months to 2 years, during which time the adults must be attending school and/or working in a position that will allow their families to become self-sufficient by the end of the program. A variety of programs have been established to aid families in reaching this goal. CHF serves approximately 47 – 72 families annually, with a daily residential population of approximately 240 – 360 individuals daily.

Jefferson Center for Mental Health provides Mental Health Services, Mental Health Clinics & Information, Physicians & Surgeons, Psychiatry, Physicians & Surgeons, Counseling Services, Suicide Prevention Service, Marriage and family therapy.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

A variety of services are provided by the State of Colorado, Jefferson County and non profit private providers of services to disadvantaged households in the City. Facilities and services are tailored by these organizations to specific populations with special needs Colorado Homeless Families (CHF) is a non-profit transitional housing program. CHF serves families with children who are classified as "New Poor" (families who are homeless for the first time) or "Working Poor" (families who earn low wages and cannot keep up with the rising cost of living, including housing).

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Elderly/Frail Elderly. Seniors and the elderly are much more likely to have a disability than non-seniors—33 percent of residents 65 and older have a disability compared to 10 percent of residents under the age of 65. As such, the supportive needs and housing needs of the elderly are often aligned with those of the disability community (discussed above). In addition, seniors typically need supports related to health care including access to health services and home health care options, transportation, and supports related to aging in place such as home modification, home repair, and assistance with maintenance. Persons with Disabilities. Supportive services are a critical component of creating opportunity for people with disabilities to live in integrated settings in the community. These services are particularly important for residents transitioning out of institutional care. In typical housing markets, persons with disabilities have difficulty finding housing that accommodates their needs. Regulatory barriers on group living arrangements, transit access, housing accessibility and visitability, and proximity to health services, are just some of the opportunity related issues that people with disabilities face. Persons with HIV/AIDS. National estimates from the National Aids Housing Coalition report that approximately 13 percent of PLWHA are in need of housing assistance and 57% have an annual income below $10,000. Challenges to housing for those with HIV/AIDS include employment/income, rental history, criminal history, and co-occurring circumstances. It is difficult for people with HIV/AIDS to retain employment due to the effects on their health and the side effects of drug treatment therapies. Many have mental health issues/substance abuse issues as well. The two primary housing resources for PLWHA are Housing Opportunities for Persons With AIDS (HOPWA) which provides long-term, permanent, stable housing and the Ryan White HIV/AIDS Program which provides emergency housing assistance (hotel/motel vouchers). Public housing residents. Arvada does not maintain any public housing. There are 490 Arvada households with a Housing Choice Voucher and another 198 households on the waiting list. Over the past year, 69 new households were issued vouchers and of those households, 53 were housed through the program.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Jefferson County and the State of Colorado have a variety of programs intended to encourage or support the provision of appropriate supportive housing. Arvada is a supporter of the Metropolitan Denver Homeless Initiative (MDHI). The City has been supportive of the joint efforts through this valuable effort. In 2014, the City consistently found applicable notifications of funding applications by homeless service providers to be consistent with the City Consolidated Plan and the City issued Certifications of Consistency for the following funding requests and those findings were submitted when requested as documentation for funding applications made by MDHI, CCH Transitional Housing Voucher Program,VOA Irving Street Women's Residence, Family Tree, the Brookview Project, CCH Renaissance at Lowry Permanent Supportive Housing, CCH – HMIS CoC Project, Colorado Division of Housing Metro 1 Consolidated – Sub-grantees, Housing for Families – Sub-grantees, Third Way Center Lincoln Street Approved Apartments, CCH Consolidated Permanent Supportive Housing, A Place to Call Home (Family Tree), CCH West End Permanent Supportive Housing, Metro Denver Permanent Supportive Voucher Project.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The city has adopted substantial planning goals to make affordable housing available throughout the city and encourage the development of special needs housing. The city also has an "inclusion team" with the purpose of "developing recommendations for the city's executive management of actions, changes, additions and/or trainings that should be undertaken to move the city toward a more inclusive environment. "The city accommodates non-homeless special needs populations persons in many ways, including: Accessibility accommodations (e.g., sign language interpretation, audio storytelling) at the Arvada Center for the Arts and Humanities. Having an accessible playground for children. Maintaining resource folders at city reception and housing authority areas that can assist residents who need translations or accommodations for a disability. Affirmative marketing efforts to inform all residents about city housing programs and services. Placement of TDD contact numbers on all city web pages, including those for the CDBG program, Essential Home Repairs Program, etc. Maintaining and continuing a substantial program to add new and replace older sidewalk ramps at city intersections in all areas of the city including any areas of higher ethnic, disabled, or elderly populations. The City of Arvada collects information related to special assistance requirements for Arvada citizens, and updates this information annually. Information is sent to dispatchers for EMERGENCY RESPONSE AGENCIES these three agencies [LMB1] and entered into the computer dispatch system; it is made available to response teams in case of an emergency. The City of Arvada is committed to supporting accessibility in the community and has a designated contact person in the City Manager's Office to address concerns or requests for information related to accessibility. Since 1975 the City of Arvada has contracted with the Jefferson County Seniors' Resource Center, Inc. (SRC) to provide transportation services for low income, frail elderly, and handicapped Arvada citizens. The program has two full-time buses providing services in the Arvada area.

Return of funds from a loan repayment made to Developmental Disabilities Resource Center (DDRC) to allow funds to be made available for use by DDRC in 2013.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

Please see section above

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

The City has an array of policy and regulatory policies that are positive relative to their effect on affordable housing and residential investment in the community.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

Arvada's economy is largely defined in relation to the broader Denver metropolitan region that the city resides within. The city has strong commuter ties to job centers in Denver and in Boulder. Census data from the 2017 Longitudinal Employer-Household Dynamics indicate that 91 percent of Arvada residents commute to jobs outside the city. Around 44 percent of workers in Arvada have travel times that are longer than 30 minutes on average. Workers in the Education and Health Care Services sector in Arvada make up the highest share of workers, yet there are fewer jobs for these workers in the city. The inverse it true for the retail trade sector which represent the largest share of jobs in Arvada (18 percent). In the retail trade sector, there are more jobs (5,412 jobs) than workers (4,715 workers). The Arts, Entertainment, and Accommodation sector has a similar relationship, with the sector representing a high share of the total jobs (17 percent) and a smaller share of the works (11 percent). This relative concentration of retail jobs and service jobs, including food service, relative to higher concentrations of professional workers is common among many affluent suburban communities with high rates of commuters adjacent to strong, large regional economies like Denver's.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	824	199	2	1	-1
Arts, Entertainment, Accommodations	6,298	4,274	14	17	3
Construction	3,713	2,547	8	10	2
Education and Health Care Services	7,295	3,134	16	13	-3
Finance, Insurance, and Real Estate	3,237	1,578	7	6	-1
Information	1,447	154	3	1	-2
Manufacturing	4,405	2,495	10	10	0
Other Services	1,734	1,120	4	5	1
Professional, Scientific, Management Services	6,463	2,608	14	11	-3
Public Administration	0	0	0	0	0

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Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Retail Trade	5,921	5,172	13	21	8
Transportation and Warehousing	1,697	352	4	1	-3
Wholesale Trade	3,091	1,071	7	4	-3
Total	46,125	24,704	--	--	--

Table 40 - Business Activity

Data Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	63,431
Civilian Employed Population 16 years and over	59,665
Unemployment Rate	5.96
Unemployment Rate for Ages 16-24	17.52
Unemployment Rate for Ages 25-65	4.40

Table 41 - Labor Force

Data Source: 2011-2015 ACS

Occupations by Sector	Number of People
Management, business and financial	17,280
Farming, fisheries and forestry occupations	2,355
Service	5,770
Sales and office	15,080
Construction, extraction, maintenance and repair	5,013
Production, transportation and material moving	3,090

Table 42 – Occupations by Sector

Data Source: 2011-2015 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	32,400	59%
30-59 Minutes	18,685	34%
60 or More Minutes	3,807	7%
Total	***54,892***	***100%***

Table 43 - Travel Time

Data Source: 2011-2015 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	1,818	160	915
High school graduate (includes equivalency)	10,670	605	2,470
Some college or Associate's degree	16,545	1,205	2,910

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Bachelor's degree or higher	20,810	745	2,715

Table 44 - Educational Attainment by Employment Status

Data Source: 2011-2015 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	100	110	170	540	550
9th to 12th grade, no diploma	1,370	610	570	898	1,085
High school graduate, GED, or alternative	2,990	3,085	2,580	8,080	5,145
Some college, no degree	3,180	3,445	3,535	7,625	3,975
Associate's degree	335	1,190	1,390	3,505	970
Bachelor's degree	644	3,960	4,050	8,200	3,065
Graduate or professional degree	50	1,705	2,108	4,270	2,160

Table 45 - Educational Attainment by Age

Data Source: 2011-2015 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	57,789
High school graduate (includes equivalency)	123,569
Some college or Associate's degree	127,916
Bachelor's degree	198,536
Graduate or professional degree	255,233

Table 46 – Median Earnings in the Past 12 Months

Data Source: 2011-2015 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Workers in the Education and Health Care Services sector in Arvada make up the highest share of workers, yet there are fewer jobs for these workers in the city. The inverse it true for the retail trade sector which represent the largest share of jobs in Arvada (18 percent). In the retail trade sector, there are more jobs (5,412 jobs) than workers (4,715 workers). The Arts, Entertainment, and Accommodation sector has a similar relationship, with the sector representing a high share of the total jobs (17 percent) and a smaller share of the works (11 percent). This relative concentration of retail jobs and service jobs,

including food service, relative to higher concentrations of professional workers is common among many affluent suburban communities with high rates of commuters adjacent to strong, large regional economies like Denver's.

Describe the workforce and infrastructure needs of the business community:

One of the priorities in the City's Strategic Plan (FOCUS Arvada) is "Growth and Economic Development." The Plan acknowledges "The future of Arvada's prosperity and quality of life will be influenced largely by the City's ability to manage growth through intelligent economic development and strong fiscal policies. Good paying jobs, thoughtful transit oriented development and new housing, together with long term investments in the Wadsworth Corridor, will define managed growth in Arvada." Many of the city's economic development objectives have already been met including creating $350 million in private sector capital investments (buildings, furniture, fixtures and equipment) and adding 1,000 new jobs from businesses located in urban centers and corridors. However, the City is still working to create 800 new non-retail jobs from businesses, within the following targeted industries: medical, manufacturing, research and development, biomedical, energy, enabling technology, and professional services. The Arvada Economic Development Association's 2018 Strategic Plan identifies a similar need to focus new business development on these targeted industries and in urban centers and corridors.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

As revealed in Table 50, Arvada residents have a relatively high level of educational achievement. For residents between 18 and 65 years of ages, 37 percent or 34,793 workers have achieved at least an associates degree. Table 51 reveals that earnings are highest among residents with at least some level of college or more. The job opportunity for higher payed sectors that require higher education are not the most abundant in Arvada, for example the information sector only constitutes 0.38% of the total job share in the city. Likewise, the Finance, Insurance, and Real Estate sector only constitutes 6 percent of the job share. As noted earlier, Arvada has a relative concentration of retail jobs and service jobs coupled with higher concentrations of professional workers. This mismatch is common among many affluent suburban communities with high rates of commuters adjacent to strong, large regional economies like Denver's.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Unknown

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

No.

Discussion

The City Comprehensive Plan 2014 and its components help to direct and control economic growth in the city. The Arvada Economic Development Association completed a Strategic Plan in 2018 that guides new business development, business growth and stability, marketing, and strategic partnerships.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Yes. As discussed in the Needs Assessment section of this Consolidated Plan (specifically NA-40), low income households and residents belonging to a racial/ethnic minority are more affected by housing problems. Maps from HUD's Affirmatively Furthering Fair Housing Tool (AFFH-T) reveal Census tracts in the city's southeast and northeast corned have relatively high rates of cost burden and that Hispanic populations are the most concentrated along the south and eastern edge of the city. Individuals of Russian origin are concentrated in the city's southeast and north east areas where there are higher rates of cost burden.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Hispanic populations are the most concentrated along the south and eastern edge of the city. These concentrated areas also correspond with areas of higher population density overall. Census tracts in the city's southeast and northeast corned also have relatively high rates of cost burden. The housing cost burden by nation of origin map below reveals that there are also nation of origin concentration the correspond areas of higher rates of cost burdened households. Specifically, individuals of Russian origin are concentrated in the city's southeast and north east areas where there are higher rates of cost burden.

What are the characteristics of the market in these areas/neighborhoods?

The areas of higher concentrations of racial and ethnic minorities, especially Hispanic residents, coincide with areas of higher housing needs, as revealed in the cost burden maps. There areas also overlap with areas of more limited access to opportunity. Generally, the southeast and eastern portions of the city have lower school performance, higher rates of poverty, and poorer environmental health as conveyed by the HUD AFFH mapping tool.

Are there any community assets in these areas/neighborhoods?

These areas do have closer proximity to employment and job centers as well as higher rates of affordable rental units.

Are there other strategic opportunities in any of these areas?

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The City is addressing these concerns in many ways. The City Council Strategic Plan includes the following strategic results related to housing: Beginning in 2019, 25% of new housing is located in urban centers and corridors. By 2019, 25% of new housing will be located in neighborhoods or developments that incorporate a mix of lot sizes, development densities and housing types and styles. By 2019, facilitate the development of one attainable senior housing development containing at least 50 units. By December 2017, develop a map of potential sites appropriate/suitable for attainable housing developments to be used for City Council discussion and neighborhood outreach in association with the Hometown Colorado Initiative. Following the adoption of the City Council Strategic Plan, the City tasked Leadership Team members to help find ways to bridge the housing gap for households with low and moderate incomes.

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SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Area Name:	Area Type:	Other Target Area Description:	HUD Approval Date:	% of Low/ Mod:	Revital Type:	Other Revital Description:	Identify the neighborhood boundaries for this target area.	Include specific housing and commercial characteristics of this target area.	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Identify the needs in this target area.	What are the opportunities for improvement in this target area?	Are there barriers to improvement in this target area?

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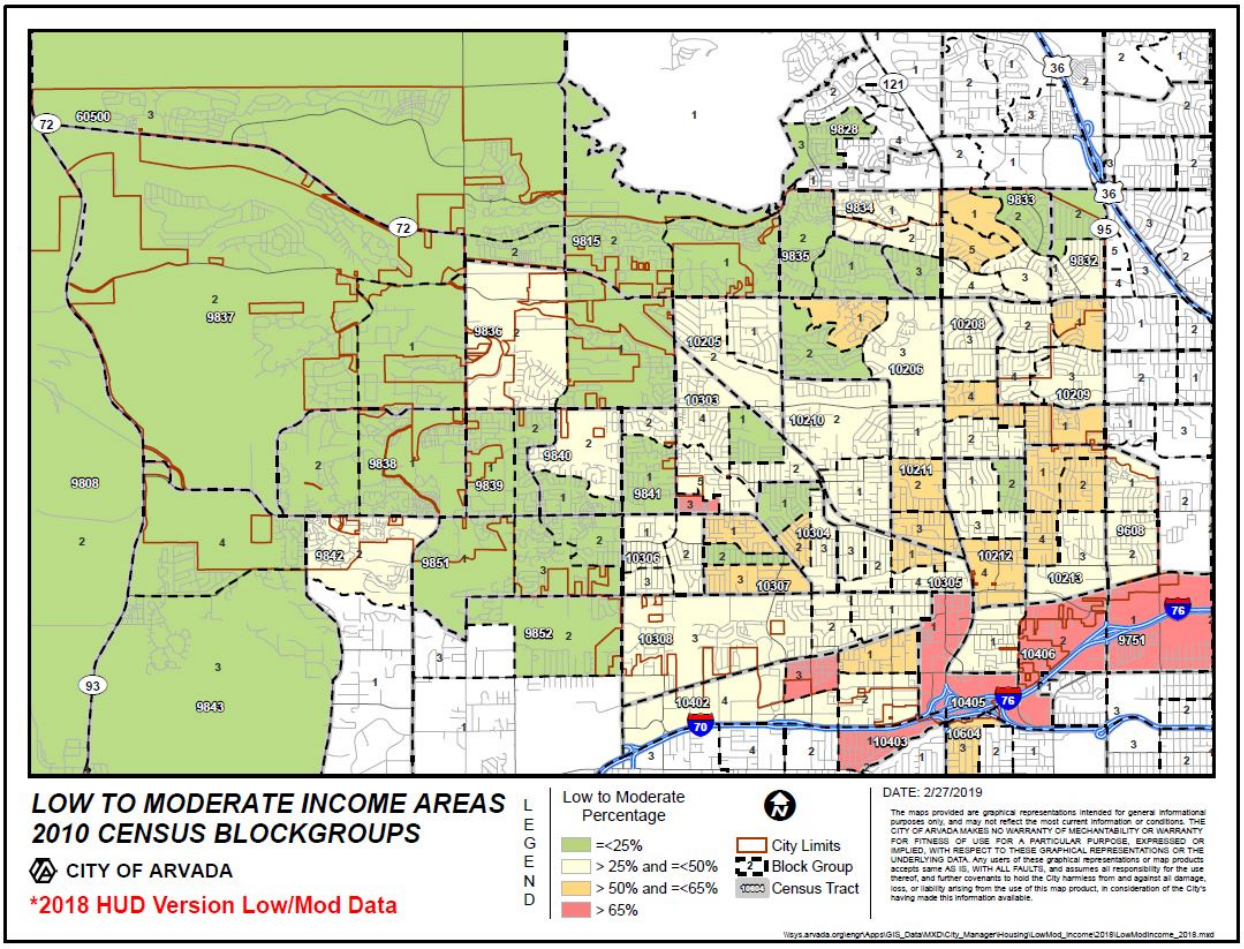
Table 47 - Geographic Priority Areas

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

A City focus is on the G Line corridor and areas of opportunity for housing development or redevelopment. The forthcoming City Housing Strategy will help identify any general allocation priorities.



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SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	**Priority Need Name**	accommodate diverse incomes and all ages & ability
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Families with Children Elderly
	Geographic Areas Affected	
	Associated Goals	neighborhood and accessible housing
	Description	Plan for a range of neighborhoods and accessible housing of different tenure types to accommodate diverse incomes and all ages and abilities.
	Basis for Relative Priority	City Comprehensive Plan and City Housing Strategy
2	**Priority Need Name**	need for workforce or assisted housing
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Frail Elderly
	Geographic Areas Affected	

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	Associated Goals	neighborhood and accessible housing special needs and senior housing workforce and assisted housing
	Description	Encourage development of workforce or assisted housing throughout Arvada
	Basis for Relative Priority	City Comprehensive Plan and City Housing Strategy
3	**Priority Need Name**	Maintain and improve housing stock
	Priority Level	High
	Population	Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	maintain and improve housing and neighborhoods Rental Units Rehabilitated
	Description	Maintain and improve the quality of the existing housing stock in Arvada and revitalize the physical and social fabric of neighborhoods that are in decline.
	Basis for Relative Priority	City Comprehensive Plan and City Housing Strategy
4	**Priority Need Name**	opportunities for special needs & senior housing
	Priority Level	High

	Population	Elderly Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	neighborhood and accessible housing special needs and senior housing
	Description	Provide opportunities for special needs and senior housing in Arvada.
	Basis for Relative Priority	City Comprehensive Plan and City Housing Strategy
5	**Priority Need Name**	development of human resources
	Priority Level	Low

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	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Chronic Homelessness Families with Children Mentally Ill veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Facilitate development of human resources
	Description	Facilitate development of human resources.
	Basis for Relative Priority	City Comprehensive Plan and City Housing Strategy

Narrative (Optional)

The City Comprehensive Plan identifies Goals related to housing and community development priority goals that reflect priority needs. The forthcoming City Housing Strategy will lay out a housing strategy for the City to pursue.

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SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Apartment vacancies have gradually fallen in Arvada, Jefferson County and the Denver Metropolitan Area over the past decade. The City's multifamily housing stock represents about 29 percent of all housing, and very few units are currently vacant, though rents remain slightly lower than in surrounding communities.
TBRA for Non-Homeless Special Needs	Apartment vacancies have gradually fallen in Arvada, Jefferson County and the Denver Metropolitan Area over the past decade. The City's multifamily housing stock represents about 29 percent of all housing, and very few units are currently vacant, though rents remain slightly lower than in surrounding communities.
New Unit Production	The cost of land suitable for new unit production is expected to increase markedly as demand increases and the need for expanded amounts of both Federal and State housing assistance available to local communities to assist in the production of affordable housing will increase as well.
Rehabilitation	As the metro area economy improves, it is expected that the availability of qualified contractors to perform rehabilitation construction will become tighter and that costs for such work will increase as well.
Acquisition, including preservation	The cost of existing affordable housing developments available for purchase is expected to increase markedly as demand increases. The need for expanded amounts of both Federal and State housing assistance available to local communities to assist in the production of affordable housing will increase as well.

Table 49 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	469,996	75,000	0	544,996	2,000,000	
General Fund	public - local	Public Services	185,000	0	0	185,000	740,000	
Section 8	public - federal	Housing	4,000,000	0	0	4,000,000	16,000,000	
Other	public - federal	Other	682,995	0	0	682,995	0	CDBG-CV funds to be used to prevent, prepare for and respond to the Coronavirus.

OMB Control No: 2506-0117 (exp. 09/30/2021)

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - local	Acquisition Admin and Planning Housing Public Improvements Public Services	1,000,000	0	0	1,000,000	1,000,000	Reuse of repaid funds

Table 50 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG will be critical to allow for and encourage leveraging of other private and city funds for housing and community development activities

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Unknown. The forthcoming City Housing Strategy may identify potential uses for available public land

Discussion

OMB Control No: 2506-0117 (exp. 09/30/2021)

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
ARVADA	Government	Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services	Jurisdiction

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City created the Human Services Advisory Committee and funded it again with funding in 2020 set at $185,000 in City funds for the Human Services. The fund will be used to provide assistance to non-profit public service groups to provide assistance to an array of special needs clients in the City. The citizen membership on the Human Services Advisory Committee will also be utilized to advise the City on funding allocations using CDBG funds for public services to insure a broader level of citizen participation in the funding process.

The City of Arvada has participated in the CDBG Program since 1976. It is expertly situated to use and effectively apply CDBG funding to community needs and goals.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	

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Street Outreach Services			
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse			
Child Care	X		
Education	X		
Employment and Employment Training	X		
Healthcare	X		
HIV/AIDS			
Life Skills	X		
Mental Health Counseling	X		
Transportation	X		
Other			

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The City collaborates with a variety of non profit and other governmental entities to fund services for these special needs populations.

The City is a supporter of the Metropolitan Denver Homeless Initiative (MDHI). The City has been supportive of the joint efforts through this valuable effort. In 2019, the City consistently found applicable notifications of funding applications by homeless service providers to be consistent with the City Consolidated Plan and the City issued Certifications of Consistency for the following funding requests and those findings were submitted when requested as documentation for funding applications made by MDHI.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The Metropolitan Denver Homeless Initiative (MDHI). The City has been supportive of the joint efforts through this valuable effort. In 2019, the City consistently found applicable notifications of funding applications by homeless service providers to be consistent with the City Consolidated Plan and the City issued Certifications of Consistency for the following funding requests and those findings were submitted when requested as documentation for funding applications made by MDHI.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

Regional Partnerships

The most significant special housing need identified in Arvada for special needs populations involves supportive housing and Section 8 rental assistance for female headed households; shelter and transitional housing for victims of domestic abuse, additional affordable rental housing and housing rehabilitation programs for the elderly such as congregate and independent living facilities; additional housing with selective supportive services for the frail elderly; and rental assistance and supportive services for female headed households with children. All these special needs populations will require additional federal and state resources to provide the financing and subsidies necessary to those various groups and governmental agencies who work with these populations. Specialized new housing for special needs populations may be best accomplished by qualified nonprofit and specialized profit motivated corporations that the City can assist.

The current and continuing failure of the Federal government to substantially and permanently reduce an array of burdensome HUD program regulations will exacerbate the continuing decline in Federal financial assistance resulting in a reduction of services provided through that funding. The City will continue to provide support and representation through professional groups and others like the National Association of Housing and Redevelopment Officials to inform the public and decision makers of the problems caused by the decline in Federal support for housing and community development and the need for additional funding and program deregulation.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	neighborhood and accessible housing	2020	2024	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development		accommodate diverse incomes and all ages & ability need for workforce or assisted housing opportunities for special needs & senior housing	reuse of repaid other funds: $500,000	Homeowner Housing Added: 20 Household Housing Unit
2	workforce and assisted housing	2020	2024	Affordable Housing		need for workforce or assisted housing	Section 8: $20,000,000 reuse of repaid other funds: $110,000	Tenant-based rental assistance / Rapid Rehousing: 508 Households Assisted
3	maintain and improve housing and neighborhoods	2020	2024	Affordable Housing Non-Housing Community Development		Maintain and improve housing stock	CDBG: $1,250,000 reuse of repaid other funds: $375,000	Homeowner Housing Rehabilitated: 100 Household Housing Unit Rental Rehabilitation: 100

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	special needs and senior housing	2020	2024	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development		need for workforce or assisted housing opportunities for special needs & senior housing	reuse of repaid other funds: $665,000	Rental units constructed: 122 Household Housing Unit
5	Facilitate development of human resources	2020	2024			development of human resources	CDBG: $375,000 General Fund: $925,000	Public service activities other than Low/Moderate Income Housing Benefit: 11000 Persons Assisted

Table 53 – Goals Summary

Goal Descriptions

1	**Goal Name**	neighborhood and accessible housing
	Goal Description	GOAL N-1: Plan for a range of neighborhoods and accessible housing of different tenure types to accommodate diverse incomes and all ages and abilities. The City and Habitat for Humanity are partnering on the development of affordable homeowner housing to be completed during the term of the plan.

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2	**Goal Name**	workforce and assisted housing
	Goal Description	GOAL N-2: Encourage development of workforce or assisted housing throughout Arvada. The Section 8 Housing Choice Voucher Program has the Goal for providing 508 tenant based vouchers during the term of the plan. The Housing Strategy Incentive Fund is anticipated to assist affordable housng development during the term of the plan.
3	**Goal Name**	maintain and improve housing and neighborhoods
	Goal Description	GOAL N-3: Maintain and improve the quality of the existing housing stock in Arvada and revitalize the physical and social fabric of neighborhoods that are in decline. The City will operate the Essential Home Repairs Program with an estimated 20 units completed each year during the term of the plan. The City will support efforts to preserve and rehabilitate affordable rental units.
4	**Goal Name**	special needs and senior housing
	Goal Description	GOAL N-4: Provide opportunities for special needs and senior housing in Arvada. The City is supporting and providing assistance for the development of two new affordable senior housing developments of 72 and 50 units by private sector partners during the term of the plan.
5	**Goal Name**	Facilitate development of human resources
	Goal Description	GOAL E-2: Facilitate development of human resources. The City is providing CDBG and City funds for supporting non-profit partners for the provision of crucial human services for low and moderate income households during the term of the plan.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Goals will be better established upon completion of the City Housing Strategy especially the Housing Strategy Incentive Fund. The current estimate for the number of households to be assisted as encompassed by the Consolidated Plan is 750.

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SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

No Public Housing within the community

Activities to Increase Resident Involvements

No Public Housing within the community

Is the public housing agency designated as troubled under 24 CFR part 902?

N/A

Plan to remove the 'troubled' designation

No Public Housing within the community

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

The City has an array of policy and regulatory policies that are positive relative to their effect on affordable housing and residential investment in the community.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City updated an Analysis of Impediments to Fair Housing Choice—City of Arvada, Colorado in 2012 and is currently conducting a new study in 2019 in concert with Jefferson County and the City of Lakewood

The Colorado Housing Assistance Corporation (CHAC) and the City of Arvada offer a NEW program to assist eligible first-time homeowners in Arvada. The program provides low-interest, flexible loans to low- and moderate-income first-time home buyers for down payment and closing cost assistance.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City participates as part of the MDHI and stakeholders in the seven county metro Denver area conducted a Point-In-Time (PIT) survey. This overview provides responses from interviewees and anyone in the household.

The City helped spearhead a new Jefferson County Homeless count in 2019 and anticipates this count to be annual or once every two years; and participates in the Denver Metro PIT homeless count as well.

Addressing the emergency and transitional housing needs of homeless persons

The City provides direct support to Colorado Homeless Families based in Arvada and the Arvada Housing Authority has the Bridges to Opportunity Program which is a self sufficiency program for at risk or homeless households with the Arvada Community Table.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Homelessness is on the rise in Arvada and throughout Colorado. Recent data shows that families experiencing homelessness are increasing in number faster than any other group. In our community, homelessness is increasingly affecting families with children, the under-employed, veterans and individuals with mental health or substance-abuse issues. The City of Arvada is collaborating with various organizations and agencies in a variety of ways to help address this growing concern. Service Navigators-The City is participating in a regional program in partnership with Heading Home Jeffco, social and mental health workers, and Jefferson County, Lakewood, Wheat Ridge and Golden. This program will utilize a team of Service Navigators who will connect individuals experiencing homelessness with services ranging from the Community Table to County Social, Mental Health and Employment Services. This initiative will begin Jan. 1, 2020. Other Regional Partnerships A regional approach through partnerships with elected officials and other agencies and organizations have resulted in: Severe Weather Shelters have been established in Jefferson County through partnerships between local churches, non-profits, and community volunteers. Housing programs are being explored

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at a regional and local level. The partnership between the Arvada Housing Authority and the Community Table's Bridges to Opportunity program provides housing assistance to 25 homeless or at-risk of homelessness individuals and families in addition to case management services. The partnership between the Arvada Housing Authority and Colorado Homeless Families provides housing assistance to homeless or at-risk of homelessness individuals and families in addition to case management services. Arvada Police Elder Abuse Detective The City of Arvada's Police Department has a dedicated full-time police officer to assist with the needs of Arvada's senior population.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

Homelessness is on the rise in Arvada and throughout Colorado. Recent data shows that families experiencing homelessness are increasing in number faster than any other group. In our community, homelessness is increasingly affecting families with children, the under-employed, veterans and individuals with mental health or substance-abuse issues. The City of Arvada is collaborating with various organizations and agencies in a variety of ways to help address this growing concern. Arvada Police Proactive Measures. Over the past several years, the Arvada Police Department has applied significant additional resources to address homelessness. Most recently, the Police Department has developed a new response team: the Community, Outreach, Resource and Enforcement (CORE) team. This new team is dedicated to ensuring public safety and a high quality of life throughout the entire city. The CORE team will begin by focusing its efforts in the area south of W. 58th Avenue and east of Allison Street. They will be working closely with all members of the community to develop an appropriate response to any issues that may arise. Officers will open lines of communication with residents, visitors, business owners and the homeless population with the goal to find resource-based solutions. It is important to note that this team will also deploy strategic enforcement efforts when providing resources becomes ineffective. If individuals experiencing homelessness are breaking the law, our officers will take appropriate action just as they would with any other individual. Updated Ordinances. Service Navigators- The City is participating in a regional program in partnership with Heading Home Jeffco, social and mental health workers, and Jefferson County, Lakewood, Wheat Ridge and Golden. This program will utilize a team of Service Navigators who will connect individuals experiencing homelessness with services ranging from the Community Table to County Social, Mental Health and Employment Services. This initiative will begin Jan. 1, 2020. Other Regional Partnerships. A regional approach through partnerships with elected officials and other agencies and organizations have resulted in: Severe Weather Shelters have been established in Jefferson County through partnerships between local churches, non-profits, and community volunteers. Housing programs are being explored at a regional and local level. The partnership between the Arvada Housing Authority and the Community Table's Bridges to Opportunity program provides housing assistance to 25 homeless or at-risk of homelessness individuals and families in addition to case management services. The partnership

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between the Arvada Housing Authority and Colorado Homeless Families provides housing assistance to homeless or at-risk of homelessness individuals and families in addition to case management services. Arvada Police Elder Abuse Detective The City of Arvada's Police Department has a dedicated full-time police officer to assist with the needs of Arvada's senior population.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The City Essential Home Repairs housing rehabilitation program includes a section designed to address the issue of lead based paint as stated below regarding its compliance with applicable law and regulations:

(b) Lead Hazard and Lead Based Paint Regulations:

The Residential Lead-Based Paint Hazard Reduction Act of 1992, or Title X Sections 1012 and 1013 of the Housing and Community Development Act of 1992, related regulations of the Environmental Protection Agency, the Occupational Health and Safety Administration, and Regulation No. 19 of the Colorado Air Quality Control Commission

How are the actions listed above related to the extent of lead poisoning and hazards?

The actions above are intended to insure the Essential Home Repairs Program addresses issues regarding testing for and addressing lead based paint during housing rehabilitation

How are the actions listed above integrated into housing policies and procedures?

The Essential Home Repairs Program provides for Notice of Lead-Based Paint Inspection and Risk Assessment as part of its process. In addition the costs of lead based paint mitigation are included as eligible costs for the program as stated below.

4.1 Eligible Costs

Eligible costs include expenses to meet the following items. All determinations of eligible costs by the City are final.

(a) Essential Home Repairs Minimum Design and Property Rehabilitation Standards (PRS) (Part II), lead hazard and abatement measures, related air quality and energy conservation measures, and measures to establish a readily maintainable condition.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City Comprehensive Plan includes a Goal for a range of housing related policies that serve to reduce the number of poverty level families or households by providing for more affordable housing options dispersed at appropriate locations in the City. That Goal and Polices are listed below;

GOAL N-1: Plan for a range of neighborhoods and accessible housing of different tenure types to accommodate diverse incomes and all ages and abilities.

POLICY N-1.1: Range of Residential Categories

The Land Use Plan will include a mix of residential land use categories and minimum densities ranging from low density single-family homes to multi-family housing of different tenure types in mixed-use activity centers, in order to encourage varied housing needs.

POLICY N-1.2: Site Planning to Promote Variety

The City will encourage new neighborhoods that incorporate a mix of lot sizes, development densities, and housing types and styles.

POLICY N-1.3: Live-Work Units

The City will encourage live and work quarters to be combined in the same building in appropriate areas, as long as it does not adversely affect the neighborhood. Live-work units could potentially be located in redevelopment areas or retrofitted in existing neighborhoods.

GOAL N-2: Encourage development of workforce or assisted housing throughout Arvada.

POLICY N-2.1: Dispersed Workforce or Assisted Housing

The City will require a range of new workforce or assisted housing to appropriate dispersed locations throughout the City, integrated with new, existing, and redeveloping neighborhoods.

POLICY N-2.2: Disperse Low-Income Assisted Housing and Improve Southeast Arvada Housing

The City will discourage development of additional lowincome assisted housing in Southeast Arvada. Instead, the City will use incentives and other programs to improve the condition of existing housing stock in the area, as well as encouraging the development of assisted housing throughout the City.

POLICY N-2.3: Continue Support of Section 8 Housing Choice Voucher Program

The City will support the efforts of the Arvada Housing Authority to retain adequate funding for the Section 8 housing program by working to get federal funds and by providing needed local in-kind support and financial support.

POLICY N-2.4: Exploring Creation of Additional Financial Assistance for Affordable Housing

The City will explore the creation of additional financial assistance for affordable housing by exploring such tools as a local housing trust fund, inclusionary zoning, local fee and tax incentives, tax increment financing and the Low Income Housing Tax Credit program.

POLICY N-2.5: Homeownership

The City will promote the development of affordable owner occupied housing for moderate income and first time homebuyers, and offer a range of housing types.

POLICY N-2.6: Mixed Income Projects

The City will promote the development of mixed-income projects that combine market rate housing with affordable housing.

POLICY N-2.7:Transit Stations

The City will encourage workforce housing near transit stations where appropriate

In addition, the city comprehensive Plan includes a Goal and related polciy to address human service needs that directly assist in providing relevant services that can reduce poverty for families:

GOAL E-2: Facilitate development of human resources.

POLICY E-2.1: Human Services

Arvada will work with partners to facilitate necessary human services, including but not limited to: homeless shelters, transitional housing, at-risk youth services, teen and youth activities, satellite police stations, senior housing, neighborhood community centers, medical facilities, as well as hospice and day-care facilities.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

These poverty reducing goals, programs and policies are included as part of the primary City planning and policy document that is adopted by the City that guides City operations and activities with the Comprehensive Plan.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring Plans

a. The City of Arvada will use a variety of monitoring tools to measure and evaluate the progress it has made on the Consolidated Plan. Specific reports or monitoring mechanisms that will be utilized include:

(1) Arvada Housing Authority Annual Report - The City will obtain a copy of and review the progress made by the Arvada Housing Authority in its annual report due normally in July/August of each year.

(2) Essential Home Repairs Program Report - The Essential Home Repairs Program will produce quarterly reports to allow tracking of individual client cases. That report will be placed in a computerized data base and will allow for reporting to measure productivity for the program. The Essential Home Repairs Program will also produce a year end report that will detail the number of units produced essential characteristics of program beneficiaries, and the amount of funding utilized. A separate annual report will also be prepared regarding client surveys of the program.

(3) CAPER Report - The City will prepare and submit to the US Department of Housing and Urban Development its annual CAPER Report which provides information on the accomplishments and use of CDBG funding utilized by the City.

(4) IDIS reports - The City will update on a quarterly basis the characteristics and numbers of clients or households assisted with CDBG funding through the IDIS system maintained and operated by the US Department of Housing and Urban Development.

(5) Quarterly Subrecipient reports – The City will require and monitor quarterly reports submitted by subrecipients of CDBG funding.

(6) Arvada is embarking on a new way of doing business - FOCUS. This integrated performance management system is a change for how our staff looks at what we do each day. It provides data for decision making and helps drive funding for the many programs Arvada citizens want and need. It is an ongoing process. The City utilizes its FOCUS reporting and monitoring system to provide information to City decsionmakers and citizens on the progress of the City toward specific goals and objectives set by the City Council.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	469,996	75,000	0	544,996	2,000,000	
General Fund	public - local	Public Services	185,000	0	0	185,000	740,000	
Section 8	public - federal	Housing	4,000,000	0	0	4,000,000	16,000,000	
Other	public - federal	Other	682,995	0	0	682,995	0	CDBG-CV funds to be used to prevent, prepare for and respond to the Coronavirus.

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - local	Acquisition Admin and Planning Housing Public Improvements Public Services	1,000,000	0	0	1,000,000	1,000,000	Reuse of repaid funds

Table 54 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG will be critical to allow for and encourage leveraging of other private and city funds for housing and community development activities

OMB Control No: 2506-0117 (exp. 09/30/2021)

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Unknown. The forthcoming City Housing Strategy may identify potential uses for available public land

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	workforce and assisted housing	2015	2019	Affordable Housing		need for workforce or assisted housing	CDBG: $126,068 General Fund: $500,000	Rental units constructed: 50 Household Housing Unit Homeowner Housing Added: 20 Household Housing Unit
3	maintain and improve housing and neighborhoods	2015	2019	Affordable Housing Non-Housing Community Development		Maintain and improve housing stock need for workforce or assisted housing opportunities for special needs & senior housing	CDBG: $175,000 reuse of repaid other funds: $75,000	Homeowner Housing Rehabilitated: 20 Household Housing Unit

OMB Control No: 2506-0117 (exp. 09/30/2021)

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	special needs and senior housing	2014	2019	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development		accommodate diverse incomes and all ages & ability development of human resources opportunities for special needs & senior housing	General Fund: $665,000 Section 8: $4,000,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 72 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 508 Households Assisted
5	Facilitate development of human resources	2014	2019			accommodate diverse incomes and all ages & ability development of human resources	CDBG: $75,000 General Fund: $185,000	Public service activities other than Low/Moderate Income Housing Benefit: 2200 Persons Assisted

Table 55 – Goals Summary

Goal Descriptions

2	**Goal Name**	workforce and assisted housing
	Goal Description	City is providng through the Housing Authority vacant land to Habitat for Humanity for homeownership for low/moderate income households. Land valued at $500,000 estimate. Also includes intention to fund a Housing Strategy Incentive Fund for unspecfied affordable housing development support.
3	**Goal Name**	maintain and improve housing and neighborhoods
	Goal Description	The Essential Home Repairs Program

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4	**Goal Name**	special needs and senior housing
	Goal Description	City is providing support and assistance for the development of a LIHTC project for affordable housing for senior citizens. $165,000 in fee reductions are being provided by the City as well as consideration of a maximum $500,000 loan with flexible repayment terms to be determined in examining the financial gap for the project, The budget for 2020 for the Section 8 Housing Choice Voucher Program estimated at $4,000,000.
5	**Goal Name**	Facilitate development of human resources
	Goal Description	Public service activities through quaified non-profit entities as recommended by the City Human Services Advisory Committee

OMB Control No: 2506-0117 (exp. 09/30/2021)

Projects

AP-35 Projects – 91.220(d)

Introduction

City of Arvada intends to use an estimated $450,000 in 2020 CDBG for the Essential Home Repairs Program, public services, housing development incentive fund and program administration

Projects

#	Project Name
1	Essential Home Repairs Program
2	Human Services Funding Pool
3	CDBG Program Administration
5	CV- Non-Congregate Shelter
6	CV- Emergency Payments (Rent/Mortgage)
7	CV- Severe Weather Shelter Network
8	CV3-Public Services

Table 56 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Forthcoming City Housing Strategy will help to better define these needs and obstacles

AP-38 Project Summary

Project Summary Information

OMB Control No: 2506-0117 (exp. 09/30/2021)

1	**Project Name**	Essential Home Repairs Program
	Target Area	
	Goals Supported	maintain and improve housing and neighborhoods
	Needs Addressed	Maintain and improve housing stock
	Funding	CDBG: $285,000 reuse of repaid other funds: $75,000
	Description	Essential Home Repairs Program - Housing Rehabilitation Assistance and program delivery costs
	Target Date	12/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	20 low moderate income homewoners
	Location Description	City of Arvada
	Planned Activities	Essential Home Repairs Program. Also the Help for Homes Program and the Safe and Accessible Arvada Program
2	**Project Name**	Human Services Funding Pool
	Target Area	
	Goals Supported	Facilitate development of human resources
	Needs Addressed	accommodate diverse incomes and all ages & ability development of human resources
	Funding	CDBG: $75,000 General Fund: $185,000
	Description	CDBG Funding pool for human services needs as identified by the City Human Services Advisory Committee. The Human Services Advisory Committee advises the City Council on the allocation of funding from the Human Services funding pool, as well as the funding for public services from the Community Development Block Grant. They meet generally two times per year in the evening. This is a volunteer appointment. Terms are for three years. You must be a resident of the City of Arvada to apply.VacanciesNOTE: There are currently no vacancies on this committee. ContactFor more information, please contact Ed Talbot.
	Target Date	12/31/2020

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	Estimate the number and type of families that will benefit from the proposed activities	2200 households
	Location Description	City of Arvada
	Planned Activities	Planned activities for this project include funding various non-profit organizations that provide services of benefit to low/moderate income households. Services range from meals for critically ill individuals to rental assistance for unstably housed families.
3	**Project Name**	CDBG Program Administration
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: $93,928
	Description	Provision of funding for CDBG Program administration
	Target Date	12/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	NA
	Location Description	City of Arvada
	Planned Activities	CDBG Program Administration
4	**Project Name**	CV- Non-Congregate Shelter
	Target Area	
	Goals Supported	Facilitate development of human resources
	Needs Addressed	development of human resources
	Funding	CDBG-CV: $126,000
	Description	Non-congregate shelter for persons experiencing homelessness exposed to or infected with COVID-19
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	100

	Location Description	Individuals experiencing homelessness in Arvada who have been exposed to or infected with COVID-19 are referred to a motel located in Wheat Ridge, CO for shelter.
	Planned Activities	Planned actitivities include the payment of motel rooms for individuals who are homeless and at high risk of COVID 19.
5	**Project Name**	CV- Emergency Payments (Rent/Mortgage)
	Target Area	
	Goals Supported	Facilitate development of human resources
	Needs Addressed	development of human resources
	Funding	CDBG-CV: $50,000
	Description	Rent/Mortgage Relief to Arvada residents impacted by COVID-19
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	2555
	Location Description	Residents of Arvada, CO
	Planned Activities	Planned activities include the payment of rent or mortgage assistance to households impacted by COVID-19.
6	**Project Name**	CV- Severe Weather Shelter Network
	Target Area	
	Goals Supported	Facilitate development of human resources
	Needs Addressed	development of human resources
	Funding	CDBG-CV: $100,525
	Description	To provide financial support to the Severe Weather Shelter Network to provide cold weather sheltering to people experiencing homelessness and for motel vouchers for persons experiencing homelessness and high risk for COVID-19.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	100
	Location Description	Area motels in Arvada and Wheat Ridge, CO

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	Planned Activities	Assist homeless individuals at high risk of COVID with overnight sheltering in motel rooms.
7	**Project Name**	CV3-Public Services
	Target Area	
	Goals Supported	Facilitate development of human resources
	Needs Addressed	development of human resources
	Funding	CDBG-CV: $406,470
	Description	This funding will be used for various public service activities such as case management, motel vouchers, emergency payments, security deposits, etc.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Residents of Arvada, CO
	Planned Activities	Planned activitities include non-congregate sheltering and security deposit assistance for homeless individuals.

OMB Control No: 2506-0117 (exp. 09/30/2021)

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

City of Arvada

Geographic Distribution

Target Area	Percentage of Funds

Table 57 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Discussion

OMB Control No: 2506-0117 (exp. 09/30/2021)

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City intends to provide TBRA through the Housing Choice Voucher Program, the Essential Home Repairs Program, homeowner purchase assistance, gap financing and other support for affordable housing development and preservation, assistance to disabled households for accesibility, and help for home.

Assistance will also be leveraged through the use of CDBG for collaboration with non profit and other service providers to assist special needs and low/moderate income households with public services as appropriate.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	548
Special-Needs	122
Total	670

Table 58 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	508
The Production of New Units	142
Rehab of Existing Units	20
Acquisition of Existing Units	0
Total	670

Table 59 - One Year Goals for Affordable Housing by Support Type

Discussion

Projects anticiapted include one assited senior project new construction of 72 units, one assited senior project new construction of 50 units, and 508 Section 8 Housing Choice Voucher Program households, and 20 homeowner rehab units, and 20 homebuyer units.

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AP-60 Public Housing – 91.220(h)

Introduction

No Public Housing within the community

Actions planned during the next year to address the needs to public housing

No Public Housing within the community

Actions to encourage public housing residents to become more involved in management and participate in homeownership

No Public Housing within the community

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

No Public Housing within the community

Discussion

No Public Housing within the community

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City participates as part of the MDHI and stakeholders in the seven county metro Denver area conducted a Point-In-Time (PIT) survey. This overview provides responses from interviewees and anyone in the household.

In addition, the City supports:

CCH Combined Services Only Project - This is a Colorado Coalition for the Homeless Project 'Services Only' grant seeking renewal funding. Project services are provided to homeless single adults and homeless families with children. All counties of Metropolitan Denver benefit from this project. Sub-recipient agencies are STRIDE, ACCESS Housing Empowerment, St Francis Center, Mental Health Center of Boulder & Broomfield; Gateway Battered Women's Services; Jeffco Action Center. This project provides coordinated intake and assessment and access to critical supportive services and case management. Serves all homeless in 7 county area.

CCH – HMIS CoC Project – This renewal project benefits all cities & counties in CoC jurisdiction. It provides funding to support the Lead Agency in the provision of HUD mandated reporting and tracking of homeless service provision and housing placement. This grant allows for maintaining our current capacity providing user training, system administration activities, reporting and software upgrades for entire 7 county CoC geographic area.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City provides direct support to Colorado Homeless Families based in Arvada and the Arvada Housing Authority and the Bridges to Opportunity self sufficiency program for at risk or homeless households with the Arvada Community Table.

In addition, the City supports:

Colorado Division of Housing Metro 1 Consolidated – Sub-grantees: Jefferson Center for Mental Health, Colorado Coalition for the Homeless, Mental Health Center of Denver, Mental Health Center Serving Boulder and Broomfield Counties, Aurora Mental Health Center, Community Reach Center, and Arapahoe/Douglas Mental Health Network City(ies) and County(ies) served: Arvada, Aurora, Boulder,

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Brighton, Broomfield, Cherry Hills Village, Commerce City, Denver, Edgewater, Englewood, Evergreen, Federal Heights, Glendale, Golden, Greenwood Village, Highlands Ranch, Lafayette, Lakewood, Littleton, Louisville, Lowry, Montbello, Northglenn, Sheridan, Superior, Thornton, Westminster and Wheat Ridge. Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas and Jefferson. The purpose of this grant application is to renew a tenant based Permanent Supportive Housing Rental Assistance Program that provides on-going rental assistance matched with case management, treatment and other supportive services to homeless and formerly homeless persons with disabilities in the seven-county Metro Denver area. This program is administered through a partnership between seven non-profit human service agencies and the Colorado Division of Housing. The local human service agencies provide the outreach, case management, treatment and other supportive services and DOH administers the rental subsidy.

A Place to Call Home (Family Tree) – Provides 30 tenant based vouchers along with supportive services and case management for chronically homeless families and individuals in scattered sites across the metro area.

CCH Rapid Re-Housing Demo Project – Serves families in scattered sites throughout the CoC geographic area. Project is implemented cooperatively by four organizations. It is designed to meet the needs of homeless families with dependent children by assessing their needs and targeting housing and service interventions based on the project assessments. Moves eligible families from the streets or shelters into appropriate housing as quickly as possible. Project designed to reduce average shelter stays for families thereby creating shelter space for newly homeless.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City supports:

ACCESS Housing, Arapahoe House, Colorado Coalition for the Homeless, Inter-Faith Community Services and STRIDE. This is a tenant based Transitional Housing Rental Assistance Program that provides on-going rental assistance matched with case management, treatment and other supportive services to homeless families in the seven-county Metro Denver area. Referrals are accepted from the entire MDHI area for this project. In the past the project has had referrals from all counties included in MDHI that were eventually served by an agency. .Participants are provided with rental assistance to secure safe and affordable housing and have required case management services to assist the families in accessing needed community services such as: parenting classes to improve family dynamics, nutritional classes, relapse prevention skills to ensure long term recovery of previous substance abuse issues, direct case manager assistance applying for needed community services such as TANF, Food stamps, Child Care assistance, State Health insurance discount programs, and monitoring of children's immunizations.

CCH Homeless No More – Sub-grantees: Interfaith Community Services, ACCESS Housing, Family Tree, City(ies) and County(ies) served: Arapahoe County, Adams County, City of Westminster, City of Arvada, City of Aurora, Jefferson County, City of Lakewood. The Homeless No More Project is seeking renewal funding for its 19th year of providing supportive services to 70 homeless families (at capacity) from throughout the 7 county metro area, who are transitioning to permanent housing. Homeless No More is a supportive services only project. There are four non-profit agencies in the Metropolitan Denver area which deliver the project services. These agencies include Colorado Coalition for the Homeless, Family Tree, ACCESS Housing, and Interfaith Community Services. This project minimizes the risk of re-occurrence of homelessness and also minimizes the risk of re-entry into the emergency shelter system. Participant families receive financial assistance for move-in costs along with supportive services in locating suitable permanent housing, leasing up, and maintaining housing stability.

CCH Consolidated Permanent Supportive Housing - Project is a consolidation of four previously funded permanent supportive housing projects. The over arching purpose of this project is to provide permanent supportive housing to homeless individuals with disabilities both physical and mental along with the chronically homeless. The consolidate project provides 83 housing units that are locate in five different housing facilities. Outreach done and applications for assistance from entire CoC jurisdiction.

CCH Transitional Housing Voucher Program - Project serves households with children and has placed participants in every county and municipality in the MDHI CoC area. .Project services are delivered by ACCESS Housing, and CCH. This project in its 18th year now uses a model of scattered site housing empowering families to participate in transitional housing while living in homes and neighborhoods they choose themselves. Private rental units and leasing assistance utilized allowing families exiting the program to lease on their own the home they were receiving assistance with enhancing potential for long term housing stability.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City supports:

VOA Housing for Young Mothers - Volunteers of America project that provides transitional housing (maximum 24 months) for twelve families (28 people) at a point in time and the target population is young mothers between 16 and 24 years old and their dependent children. The project is a renewal and has been in operation since 1995. The entire CoC geographic area benefits from this program as young homeless mothers from all counties are served. Once they are admitted, they can locate housing anywhere in the metropolitan area.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City is updating an Analysis of Impediments to Fair Housing Choice—City of Arvada, Colorado in 2019 which contains actiona plan items to be carried out over the term of the Analysis of Impedimentsis.

The City is preparing a comprehensive Housing Strategy expected to be complete early in 2020.

The City is in the process of updating its Land Development Code

The City has a structure to reduce park development and land dedication fees for eligible new affordable housing projects

The new City Council Strategic Plan includes strategic results related to housing

Discussion:

The City is addressing these concerns in many ways. The City Council Strategic Plan includes the following strategic results related to housing: Beginning in 2019, 25% of new housing is located in urban centers and corridors. By 2019, 25% of new housing will be located in neighborhoods or developments that incorporate a mix of lot sizes, development densities and housing types and styles. By 2019, facilitate the development of one attainable senior housing development containing at least 50 units. By December 2017, develop a map of potential sites appropriate/suitable for attainable housing developments to be used for City Council discussion and neighborhood outreach in association with the Hometown Colorado Initiative. Following the adoption of the City Council Strategic Plan, the City tasked Leadership Team members to help find ways to bridge the housing gap for households with low and moderate incomes.

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

Erosion in Federal funding for the CDBG, Section 8 Housing Choice Voucher Program, and HOME Programs - This decline has constituted a major barrier to the City to preserving and developing affordable housing. Declining appropriation levels combined with inflation have led to a substantial decrease in the financial capability of these vital programs to allow for the preservation and development of affordable housing in the City.

Federal Regulatory Requirements - Federal regulatory requirements relative to the Community Development Block Grant, HOME, and the Section 8 Housing Choice Voucher Program have constituted a significant and growing barrier to the use of these funding resources for needed activities and programs for the stabilization of housing in older neighborhoods in the City or the provision of housing assistance to low income households. As stated, portability and budgeting requirements applied to the Section 8 Housing Choice Voucher Program severely restrict the administrative capability of the City to utilize this program on an expanded basis.

For all the barriers at the Federal level above, the City will pursue action through professional associations such as the National Association of Housing Redevelopment Officials and other associations as appropriate to secure additional higher funding appropriations and amend or change Federal law or regulations to make these Federal housing resources more flexible and usable toward aiding low and moderate income households relative to housing.

Actions planned to foster and maintain affordable housing

The Arvada City Council recently voted to participate in a metro-wide cooperative program, called metroDPA, to assist Arvada residents pursuing homeownership. MetroDPA provides special down payment assistance for low- and moderate-income individuals and families seeking to purchase a home. The program provides down payment and closing cost assistance (up to 5 percent of your loan) as a zero-interest, forgivable second mortgage. The metroDPA program is a partnership of the Metro Mayors Caucus and is being coordinated by the City and County of Denver.

Erosion in Federal funding for the CDBG, Section 8 Housing Choice Voucher Program, and HOME Programs - This decline has constituted a major barrier to the City to preserving and developing affordable housing. Declining appropriation levels combined with inflation have led to a substantial decrease in the financial capability of these vital programs to allow for the preservation and development of affordable housing in the City.

Federal Regulatory Requirements - Federal regulatory requirements relative to the Community

Development Block Grant, HOME, and the Section 8 Housing Choice Voucher Program have constituted a significant and growing barrier to the use of these funding resources for needed activities and programs for the stabilization of housing in older neighborhoods in the City or the provision of housing assistance to low income households. As stated, portability and budgeting requirements applied to the Section 8 Housing Choice Voucher Program severely restrict the administrative capability of the City to utilize this program on an expanded basis.

For all the barriers at the Federal level above, the City will pursue action through professional associations such as the National Association of Housing Redevelopment Officials and other associations as appropriate to secure additional higher funding appropriations and amend or change Federal law or regulations to make these Federal housing resources more flexible and usable toward aiding low and moderate income households relative to housing.

Actions planned to reduce lead-based paint hazards

The City Essential Home Repairs housing rehabilitation program includes a section designed to address the issue of lead based paint as stated below regarding its compliance with applicable law and regulations:

(b) Lead Hazard and Lead Based Paint Regulations:

The Residential Lead-Based Paint Hazard Reduction Act of 1992, or Title X Sections 1012 and 1013 of the Housing and Community Development Act of 1992, related regulations of the Environmental Protection Agency, the Occupational Health and Safety Administration, and Regulation No. 19 of the Colorado Air Quality Control Commission

The actions above are intended to insure the Essential Home Repairs Program addresses issues regarding testing for and addressing lead based paint during housing rehabilitation

The Essential Home Repairs Program provides for Notice of Lead-Based Paint Inspection and Risk Assessment as part of its process. In addition the costs of lead based paint mitigation are included as eligible costs for the program as stated below.

4.1 Eligible Costs

Eligible costs include expenses to meet the following items. All determinations of eligible costs by the City are final.

(a) Essential Home Repairs Minimum Design and Property Rehabilitation Standards (PRS) (Part II), lead hazard and abatement measures, related air quality and energy conservation measures, and measures to establish a readily maintainable condition.

Actions planned to reduce the number of poverty-level families

Homelessness is on the rise in Arvada and throughout Colorado. Recent data shows that families experiencing homelessness are increasing in number faster than any other group. In our community, homelessness is increasingly affecting families with children, the under-employed, veterans and individuals with mental health or substance-abuse issues. The City of Arvada is collaborating with various organizations and agencies in a variety of ways to help address this growing concern.

The City of Arvada strives to be a community where residents, regardless of age, mobility or income are comfortable and safe in their homes. With that goal in mind, the City, in partnership with Brothers Redevelopment, Inc., is offering two programs for home repair services for low and moderate income, elderly, and disabled households: Safe and Accessible Arvada and Arvada Help for Homes.

Economic Growth - Over the next 5 years it is anticipated the local economy will continue to improve. As rents increase and vacancies remain low, the rental housing market will be tight and less accessible to low and moderate households looking to achieve affordable housing. In the same a manner, prices may increase for singe-family owner occupied housing opportunities making it more difficult for low and moderate income households to achieve homeownership. The dynamic of this barrier to affordable housing cannot be altered by the City but the City will need more extensive funding from the Federal and State levels to structure opportunities to provide additional housing affordable to low and moderate income households.

Actions planned to develop institutional structure

Comprehensive Plan – Future revisions of the City Land Development Code will provide an opportunity to incorporate changes as well as alterations in the Land Use Plan and in policy statements incorporated into the Plan that address City housing and community development and redevelopment needs.

The City is preparing a comprehensive Housing Strategy that should be complete early in 2020.

Actions planned to enhance coordination between public and private housing and social service agencies

The City would work with private non-profit groups relative to supportive housing to educate such non-profits on the role and policy of the City relative to the use of funds for low and moderate income housing. It is anticipated the Arvada Housing Authority will continue to provide partial funding to Colorado Homeless Families if Federal financial assistance is made available to aid their operations which would also encourage the acquisition of other resources.

The City will continue to work with the for profit and non-profit private entities such as Habitat for Humanity, Family Tree, Inc., Colorado Homeless Families, and others to cooperate on their private proposals to provide supportive or affordable housing as applicable through transitional housing, LIHTC,

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or other sources. Any targeted Section 8 Housing Choice Voucher Program rental assistance coordinated with such proposals will use applicable local preferences. The responsible agencies would be non-profit private entities working in concert with local lenders, City of Arvada, and other applicable state jurisdictions or entities. The time required to produce housing will be reliant upon proposals made by for profit and non-profit private sector groups. The City will try to remove barriers to quality affordable housing by emphasizing that such housing under this goal should be dispersed and not concentrated.

The City will continue to utilize a cooperative approach and requirements of the CRA to encourage private lenders to work with the City relative to its single family rehabilitation programs. As in the past, it is the intent of the City to utilize private lenders through the Essential Home Repairs Program to provide direct financing for rehabilitation and utilize CDBG funds to subsidize interest rates on that financing to eligible low and moderate income homeowners. The City will also continue to work with other jurisdictions and private entities to provide the most favorable terms possible for any forthcoming mortgage revenue bond issue with a special emphasis on securing resources for extensive advertising, targeting of funds, preference for low income purchasers, etc.

The City will try to work with private lenders to undertake appropriate initiatives to further CRA compliance by stabilizing and improving neighborhood business centers serving low/moderate income residential areas and for low and moderate income housing or other special needs housing.

The forthcoming City Housing Strategy will identify other areas for enhanced coordination as well.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

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Appendix - Alternate/Local Data Sources

1	**Data Source Name** Consultant
	List the name of the organization or individual who originated the data set. Root Policy Research
	Provide a brief summary of the data set. Utilization of updated CHAS data and other data resources available to the consultant
	What was the purpose for developing this data set? To update data made available my default by HUD for plan
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Covers the City, County, or region depending on source data
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? Most recent avaialble
	What is the status of the data set (complete, in progress, or planned)? In preparation

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NOTICE OF SUBSTANTIAL AMENDMENT TO 2020-2024 CONSOLIDATED PLAN FOR PUBLIC REVIEW AND COMMENT

The City of Arvada prepared a Consolidated Plan for the period of 2020 through 2024. The City is required to complete a substantial amendment inviting public comment prior to amending the Consolidated Plan. The City is preparing an amendment to the Consolidated Plan to include rental rehabilitation as an eligible project and activity for use of funds. The proposed amount of grant funds allocated to rental rehabilitation is $500,000. In order to fund the rental rehabilitation project, the City plans to reallocate funding from the following prior year activities to rental rehabilitation:

- 2021 Memorial Park Lighting Project $215,648
- 2022 Housing Strategy Fund Project $115,824
- 2023 Single Family Rehabilitation $168,528

The City invites all citizens, public agencies, and other interested parties to review the proposed Substantial Amendment to 2020-2024 Consolidated Plan and provide comments. The public comment period on the proposed Substanital Amendment to the 2020-2024 Consolidated Plan is from November 20, 2023 through December 20, 2023. Comments can be mailed to the address below.

A copy of the proposed draft Substantial Amendment to 2020-2024 Consolidated Plan is available for public review at the:

Housing Preservation and Resources Division
Annex Building
8001 Ralston Road
Arvada, Colorado 80002

Between the hours of 8:00 A.M. to 4:00 P.M., weekdays.

A Public Hearing will be held for comment on the proposed Substantial Amendment to 2020-2024 Consolidated Plan

THE PUBLIC HEARING WILL BE HELD:

At 6:15 P.M., December 18, 2023, in Council Chambers, Arvada Municipal Building, 8101 Ralston Road, Arvada, Colorado.

FOR FURTHER INFORMATION:

Please contact Carrie Espinosa at caespinosa@arvada.org, between 8:00 A.M. to 5:00 P.M.,weekdays.

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 10.J.1.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

SUBJECT: R24-010, A Resolution Approving the Submission of a Substantial Amendment to the 2020-2024 Consolidated Strategy Plan Submission for Housing and Community Development Programs (Presenter: Carrie Espinosa)

Report in Brief

PRESENTER: Carrie Espinosa

This agenda item presents a resolution to approve a Substantial Amendment to the City of Arvada 2020-2024 Consolidated Plan. The City team is interested in allocating prior year CDBG unspent funds to potentially support rental rehabilitation in the community. Rental rehabilitation is not identified as a goal in the current Consolidated Plan and therefore the City team has amended the Plan to include the goal.

The City team recommends approval of R24-010, A Resolution Approving the Submission of a Substantial Amendment to the 2020-2024 Consolidated Strategy Plan Submission for Housing and Community Development Programs.

Financial Impact

There is no financial impact associated with the recommended action.

Soon, the City team will complete substantial amendments of its Annual Action Plans reallocating unutilized funding from prior year projects that did not materialize. It is estimated that the financial impact of the Annual Action Plan amendments will total $500,000 of CDBG funding.

Background

The U.S. Department of Housing and Urban Development (HUD) requires all Community Development Block Grant (CDBG) entitlement communities, such as the City of Arvada, to prepare and submit a Consolidated Plan every five years to create a unified, strategic vision for economic development, housing and community development actions. The Consolidated Plan encompasses the analysis of local community needs and coordinates appropriate responses to those needs and priorities.

The Consolidated Plan is carried out through Annual Action Plans which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals of the Consolidated Plan.

The Arvada City Council adopted the 2020-2024 City of Arvada Consolidated Plan on November 18, 2019. Per the City's Citizen Participation Plan, a Substantial Amendment to the Consolidated Plan and/or Annual Action Plan is required when a "substantial" change is proposed as it relates to funding priorities, proposed activities, goals and objectives.

This substantial amendment to the Consolidated Plan is necessary because the City is interested in adding Rental Rehabilitation as a goal for a future project. In accordance with the requirements outlined in the Citizen Participation Plan, a 30 day public comment period beginning November 20, 2023 and ending December 20, 2023 was provided and a public notice was published in the Denver Post.

Discussion

The Community Development Block Grant (CDBG) provides the City with critical funding to support services and resources for low to moderate income Arvada residents. The recommended action facilitates the reallocation of HUD resources that will support rental rehabilitation to preserve and maintain quality affordable rental housing in the community.

Public Contact

Posting of the City Council agenda and Public Notice in the Denver Post.

Commission Recommendation

N/A

Strategic Alignment

Conducting the Public Hearing on the Substantial Amendment of the 2020-2024 Consolidated Strategy and Plan will support community and human services programs. Therefore this action aligns with the Community and Economic Development priority area of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R24-010, A Resolution Approving the Submission of a Substantial Amendment to the 2020-2024 Consolidated Strategy Plan Submission for Housing and Community Development Programs.

Suggested Motion:

I move that R24-010, A Resolution Approving the Submission of a Substantial Amendment to the 2020-2024 Consolidated Strategy Plan Submission for Housing and Community Development Programs, be (approved) (rejected).

Prepared by:
Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	12/19/2023
Jessica Garner, Director of Community and Economic Development	12/20/2023
Gail Walker, Legal Specialist-Contracts	12/20/2023
Kylie Justus, Assistant City Attorney	12/21/2023
Rachel Morris, City Attorney	12/21/2023
Linda Haley, Deputy City Manager	12/21/2023

Lorie Gillis, City Manager 12/27/2023
Jessica Garner, Director of Community and Economic Development
Lorie Gillis, City Manager

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-010

A RESOLUTION APPROVING THE SUBMISSION OF A SUBSTANTIAL AMENDMENT TO THE 2020-2024 CONSOLIDATED STRATEGY PLAN SUBMISSION FOR HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS

WHEREAS, the City of Arvada prepared a Consolidated Strategy Plan for Housing and Community Development for the period of 2020 through 2024; and

WHEREAS, the City has prepared an amendment to the Consolidated Plan to include rental rehabilitation as an eligible project and activity for use of funds; and

WHEREAS, the proposed amount of grant funds re-allocated to rental rehabilitation is $500,000; and

WHEREAS, in order to fund the rental rehabilitation project, the City plans to reallocate funding from the following prior year activities to rental rehabilitation:

- 2021 Memorial Park Lighting Project $215,648
- 2022 Housing Strategy Fund Project $115,824
- 2023 Single Family Rehabilitation $168,528

WHEREAS, the City held a public hearing on January 8, 2024, on the substantial amendment inviting public comment prior to amending the Consolidated Plan; and

WHEREAS, the City has considered public comment and feedback (if any), prior to approving this substantial amendment.

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

Section 1. That the City Council of the City of Arvada, Colorado, authorizes the Mayor or Mayor Pro Tem to sign off on and City staff to submit the substantial amendment to the Consolidated Plan that is in substantially the same for as that attached hereto.

APPROVED AND ADOPTED this 8th day of January, 2024.

_____

Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

The Denver Post, LLC

PUBLISHER'S AFFIDAVIT

City and County of Denver)
State of Colorado)
)

The undersigned **Nicole Maestas** being first duly sworn under oath, states and affirms as follows:

1. He/she is the legal Advertising Reviewer of The Denver Post, LLC, publisher of The Denver Post and Your Hub.
2. The Denver Post and Your Hub are newspapers of general circulation that have been published continuously and without interruption for at least fifty-two weeks in Denver County and meet the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in The Denver Post on the following date(s):

December 12, 2023

Nicole Maestas
Signature

Subscribed and sworn to before me this 13 day of December, 2023.

Kay Dapice
Notary Public

(SEAL)

KAY C. DAPICE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19944012554
MY COMMISSION EXPIRES AUGUST 19, 2026

CORRECTION NOTICE
NOTICE OF SUBSTANTIAL AMENDMENT TO 2020-2024 CONSOLIDATED PLAN FOR PUBLIC REVIEW AND COMMENT

This notice serves to inform the public that the Public Hearing for the Substantial Amendment to the 2020-2024 City of Arvada Consolidated Plan has been rescheduled from December 18, 2023 to January 8, 2024.

The City of Arvada prepared a Consolidated Plan for the period of 2020 through 2024. The City is required to complete a substantial amendment inviting public comment prior to amending the Consolidated Plan. The City is preparing an amendment to the Consolidated Plan to include rental rehabilitation as an eligible project and activity for use of funds. The proposed amount of grant funds allocated to rental rehabilitation is $500,000. In order to fund the rental rehabilitation project, the City plans to reallocate funding from the following prior year activities to rental rehabilitation:

- 2021 Memorial Park Lighting Project $215,648
- 2022 Housing Strategy Fund Project $115,824
- 2023 Single Family Rehabilitation $168,528

The City invites all citizens, public agencies, and other interested parties to review the proposed Substantial Amendment to 2020-2024 Consolidated Plan and provide comments. The public comment period on the proposed Substantial Amendment to the 2020-2024 Consolidated Plan is from November 20, 2023 through December 20, 2023. Comments can be mailed to the address below. A copy of the proposed draft Substantial Amendment to 2020-2024 Consolidated Plan is available for public review at the:

Housing Preservation and Resources Division
Annex Building
8001 Ralston Road
Arvada, Colorado 80002

Between the hours of 8:00 A.M. to 4:00 P.M., weekdays.

A Public Hearing will be held for comment on the proposed Substantial Amendment to 2020-2024 Consolidated Plan

THE PUBLIC HEARING WILL BE HELD:

At 6:00 P.M., January 8, 2024, in Council Chambers, Arvada Municipal Building, 8101 Ralston Road, Arvada, Colorado.

FOR FURTHER INFORMATION:

Please contact Carrie Espinosa at caespinosa@arvada.org, between 8:00 A.M. to 5:00 P.M.,weekdays.

Please note: The Denver Post will no longer be issuing paper tears. They will only be a digital copy.

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Consolidated Housing and Community Development Plan -

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

To Provide a Consolidated Strategy and Plan Submission for Housing and Community Development Programs for the City of Arvada's affordable housing program.

3. Evaluation of past performance

The July 2, 2019 CAPER HUD review indicated the City had the continuing capacity to administer its CPD (Community Planning & Development) funded programs and the activities undertaken were consistent with Arvada's HUD approved Consolidated Plan and that the City continues to make progress in meetings its housing and community development goals.

4. Summary of citizen participation process and consultation process

The Arvada Citizen Participation Plan provides for and encourages citizen participation including involvement of low-income residents where housing and community development funds may be spent as outlined in the Plan elements that follow. The City will take actions that are appropriate and reasonable for the participation of all its residents including minorities and non-English speaking persons as well as persons with mobility, visual, or hearing impairments to participate in the development process of the Consolidated Strategy and plan Submission for Housing and Community Development Programs.

5. Summary of public comments

The Arvada Human Services Advisory Committee presented its recommendations for funding regarding human service activities for 2020 and a resolution was passed by City Council accepting and approving those recommendations.

OMB Control No: 2506-0117 (exp. 09/30/2021)

The City engaged the community again for comments related to the substantial amendment to the Consolidated Plan. The public comment period took place on November 20, 2023 to December 20, 2023. No public comments were received. The City will hold a public hearing related to the substantial amendment on January 8, 2024. The Consolidated Plan will be updated with any public comments received prior to submission to HUD.

6. Summary of comments or views not accepted and the reasons for not accepting them

None

7. Summary

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	ARVADA	Housing Preservation and Resources

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

City of Arvada

Housing Preservation and Resources

8001 Ralston Road

Arvada, Colorado 80002

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

The Arvada Citizen Participation Plan provides for and encourages citizen participation including involvement of low-income residents where housing and community development funds may be spent as outlined in the Plan elements that follow. The City will take actions that are appropriate and reasonable for the participation of all its residents including minorities and non-English speaking persons as well as persons with mobility, visual, or hearing impairments to participate in the development process of the Consolidated Strategy and plan Submission for Housing and Community Development Programs.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Prior to the process of preparing its Consolidated Plan, the City will consult with appropriate public agencies including internal City Departments by mailing a letter to such agencies notifying them of the Consolidated Plan process for the City and requesting their input.

Maintenance of a mailing list of persons, agencies, or groups that have requested they be notified of when proposals for funding or review of the Consolidated Plan including the Action Plan: One Year Use of Funds will occur. That list will be updated and utilized to mail notices prior to hearing dates as they occur.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

Maintenance of a mailing list of persons, agencies, or groups that have requested they be notified of when proposals for funding or review of the Consolidated Plan including the Action Plan: One Year Use of Funds will occur. That list will be updated and utilized to mail notices prior to hearing dates as they occur.

Prior to the process of preparing its Consolidated Plan, the City will consult with appropriate social service agencies the housing needs of children, minorities, the elderly, the disabled, the homeless, and other special populations within the community by mailing a letter to such agencies notifying them of the Consolidated Plan process for the City and requesting their participation. The City will also provide

highlighted information on the appropriate City webpage. In addition, a banner notice will be placed on the City webpage and social media will be utilized to provide a broader reach to the public.

Two public hearings will be scheduled before the City Council with appropriate notice published in the Arvada Press as set forth in the City Citizen Participation Plan.

The following information and assistance was directly requested from 57 separate social service, housing and special needs agencies or non-profit groups or agencies serving the disadvantaged in the community and region:

The City of Arvada would like to invite your participation in the preparation of the City Consolidated Plan. We would like to request written input on what your agency or group perceives to be specific housing and community development needs within the City of Arvada. We would like to especially request information on the needs of Children, Minority Groups, the Elderly, the Disabled (including persons with HIV/AIDS and their families), the Homeless, and other members of the community with special needs.

We would also like to request any specific data you may have relative to the size, income, ethnicity and characteristics of these special needs populations along with the source of the data.

In addition, the City would like to request your input on strategies or approaches you would recommend to help address Arvada's housing and community development needs.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City receives requests from agencies such as MDHI regarding obtaining Certifications of Consistency for funding applications regarding ESG and similar funding opportunities and the City responds promptly to those requests.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Agency/Group/Organization	Agency/Group/Organization Type	What section of the Plan was addressed by	How was the Agency/Group/Organization consulted and what are the anticipated outcomes
<TYPE=[pivot_table] REPORT_GUID=[AA4FDEC5439905E0BA7EBD82142E56F5]>			

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The array of other agency types consulted also covered those not marked as consulted on the list

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	MDHI	Varied activities and funding applications by MDHI entities are reviewed for compliance with the City Consolidated Plan
City of Arvada Comprehensive Plan	City of Arvada	The City Comprehensive Plan is closely coordinated with, and is consulted with, and overlaps a large portion of the Consolidated Plan
Arvada City Council Strategic Plan	City of Arvada	Following the adoption of the City Council Strategic Plan, the City tasked Leadership Team members to help find ways to bridge the housing gap for households with low and moderate incomes.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

Prior to the process of preparing its Consolidated Plan, the City will consult with appropriate public agencies including internal City Departments by mailing a letter to such agencies notifying them of the Consolidated Plan process for the City and requesting their input.

In the process of preparing its Consolidated Plan, the City will obtain appropriate information provided by the US Department of Housing and Urban Development or other State and County agencies on existing data on hazards and poisonings from lead based paint and on the addresses of housing units in which children identified as lead poisoned reside if available.

The Director of the Arvada Housing Authority will be included in the process of preparing notices for the Consolidated Plan.

The normal process of environmental review for HUD funded projects proposed in the Consolidated Plan will provide an additional means by which other public entities serving the community will be informed about and provided with the opportunity to comment on projects or programs proposed for funding.

A variety of Arvada Departments and related agencies are utilized in the preparation and implementation of the Consolidated Plan including:

US Department of Housing and Urban Development, City Council for the City of Arvada, Planning Commission for the City of Arvada, City of Arvada City Manager's Office City of Arvada Community Development Department, Housing and Neighborhood Revitalization Division, Arvada Housing Authority, City of Arvada Finance Department, City of Arvada Public Works Department, The Metropolitan Denver Homeless Initiative & The Colorado Department of Human Services, Metropolitan Denver Homeless Initiative (MDHI), Jefferson County Housing Authority and Housing Colorado among others

Narrative (optional):

The City of Arvada has joined Next Century Cities, a bipartisan, city-to-city initiative dedicated to ensuring the availability of next-generation broadband Internet for all communities. Mayor Pro Tem Fifer Appointed to FCC Intergovernmental Advisory Committee. Arvada, CO….. Bob Fifer, City of Arvada Mayor Pro Tem, is one of just four municipal officials in the country to be appointed to the Federal Communications Commission (FCC) Intergovernmental Advisory Committee (IAC) for 2017 – 2019. The IAC provides guidance, expertise, and recommendations to the Commission on a range of telecommunication issues. The 2017 – 2019 Committee will specifically focus on the role of state, local, and Tribal governments in facilitating broadband deployment and adoption, initiatives related to wireless infrastructure deployment, Universal Service programs, consumer complaints processes, and public safety issues.

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City has an approved Citizen Participation Plan which the City follows regarding CDBG for the Five Year Consolidated Plan and Annual Action Plans and CAPER.

The City held two public hearings before City Council at 8101 Ralston Road, Arvada, Co. in the City Municipal Building Council Chambers which is fully accessible to the disabled and televised. The first hearing was held on September 16, 2019 and notices were published on August 29, 2019 and September 5, 2019.

A Notice was published on September 19, 2020 regarding a 30 day comment period for the public to review and comment upon the plans. The comment period was from September 20, 2019 to October 19, 2019. The published notice also informed the public about the second public hearing that was held on November 11, 2019.

A Notice was published on November 21, 2023, regarding a 30-day comment period for the public to review and comment on the substantial amendment to the Consolidated Plan. The comment period was from November 20, 2023, to December 20, 2023. No public comments were received. The City will hold a public hearing related to the substantial amendment on January 8, 2024. The Consolidated Plan will be updated with any public comments received prior to submission to HUD.

OMB Control No: 2506-0117 (exp. 09/30/2021)

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	Primary entities in attendance non profit social service and disadvantaged care providers	Requests for funding assistance received from one non profit entity the Carin Connection	none	
2	Newspaper Ad	Non-targeted/broad community	See Public Hearing	See public Hearing	none	
3	Internet Outreach	Non-English Speaking - Specify other language: varied Non-targeted/broad community	Applications for funding assistance from non-profit entities. Input from community advocacy group	Varied	None	

OMB Control No: 2506-0117 (exp. 09/30/2021)

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Dedicated City webpage	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing varied social service providers	Several letters with information provided as requested in letter	varied depending on groups responding	none	
5	Dedicated City webpage	Non-English Speaking - Specify other language: varied Non-targeted/broad community Entities seeking application	hits on site. Funding applications submitted by non-profit entities	funding applications	none	

OMB Control No: 2506-0117 (exp. 09/30/2021)

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Dedicated City webpage	Persons with disabilities Non-targeted/broad community Community representatives from varied backgrounds	Committee met to consider applications for public services funding through CDBG and City Human Services Fund funding to apply specific criteria to formulate recommendations to City Council for use of funds	21 applications received		
7	Dedicated City webpage	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community	NA	NA		

Table 4 – Citizen Participation Outreach

OMB Control No: 2506-0117 (exp. 09/30/2021)

OMB Control No: 2506-0117 (exp. 09/30/2021)

Needs Assessment

NA-05 Overview

Needs Assessment Overview

This section of the Consolidated Plan examines housing, community, and economic development needs of residents. As required by HUD, the assessment is based on an analysis of “disproportionate needs” tables—discussed below—and informed by public consultation. The Needs Assessment section covers the following areas: Housing Needs. Increases in home values and rents have made housing affordability among the most pressing needs among low to moderate income residents, especially renters. Cost burden and severe cost burden are the most common housing problems in the city. Households with disproportionately greater needs. Low-income households and residents belonging to a racial/ethnic minority are more affected by housing problems than higher income and non-Hispanic white households. Minority householders—particularly African American and Hispanic householders—also have lower rates of home ownership than non-Hispanic white householders. Public Housing / Housing Choice Vouchers. The City does not own or operate Public Housing units but does administer 490 vouchers. Funding levels for the Housing Choice Voucher Program have involved prorations of Federal funding for the Program that are inadequate to allow the program to meet the needs of the low-income households it serves. People Experiencing Homelessness. Homelessness in Arvada is relatively modest. However, with increasing housing costs, a larger number of households are becoming cost burdened making them at a higher risk for becoming homeless. Non-Homeless Special Needs. Non-homeless special needs populations include households containing persons with a disability, elderly households, large families, female headed households with children, limited English proficient households, and those at risk of homelessness. The needs of each of these individual populations are discussed in section NA-45.Non-Housing Community Development Needs. Non-housing needs for public facilities/infrastructure as well as public services

OMB Control No: 2506-0117 (exp. 09/30/2021)

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

The City of Arvada lies to the northwest of Denver and is a part of the Denver-Aurora-Lakewood, CO Metropolitan Statistical Area. Its proximity to regional job centers including Denver and Boulder via major highways and a new commuter rail system has influenced the city's growth in more urban centers including historic Olde Town Arvada and greenfield development in the western portion of the city. Arvada's population grew 16 percent between 2000 and 2017 with the influx of 16,147 people. The total number of households grew more rapidly than population growth during the same period (21%). Median income rose by 48 percent between 2000 and 2017 (from $55,000 to $82,000). The cost of housing has increased substantially in the Denver Metro and Arvada is no exception. Between 2000 and 2017 median rent increased by 77 percent and median home value rose 119 percent. Cost burden and severe cost burden are by far the most common housing problem affecting low and moderate income renter and owner occupied households in Arvada. Fifty-eight percent of low to moderate income renter households (earning less than 100% AMI) and 37 percent of low to moderate income owner households experience cost burden. About 5 percent of low-to moderate income renters live in substandard or overcrowded housing. Among the low-to-moderate income households experiencing cost burden, just over half were renters (53%). One-third (33%) were small, related households and another third (34%) were elderly households.

Demographics	Base Year: 2000	Most Recent Year: 2017	% Change
Population	102,153	118,300	16%
Households	39,019	47,083	21%
Median Income	$55,184.00	$81,787.00	48%

Table 5 - Housing Needs Assessment Demographics

Alternate Data Source Name:
Consultant
Data Source Comments:

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	3,965	4,535	8,170	5,465	23,110
Small Family Households	1,080	1,195	2,695	2,025	12,825
Large Family Households	254	190	314	260	1,965
Household contains at least one person 62-74 years of age	810	1,108	1,634	1,230	4,415
Household contains at least one person age 75 or older	930	1,105	1,310	724	1,445

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	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Households with one or more children 6 years old or younger	669	565	1,034	665	1,845

Table 6 - Total Households Table

Alternate Data Source Name:
Consultant

Data Source Comments:

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	65	75	55	45	240	0	10	20	0	30
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	0	20	20	20	60	10	0	0	0	10
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	25	75	75	0	175	0	0	30	0	30
Housing cost burden greater than 50% of income (and none of the above problems)	1,779	609	105	45	2,538	964	680	740	60	2,444

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	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	225	915	1,325	200	2,665	290	395	1,530	929	3,144
Zero/negative Income (and none of the above problems)	175	0	0	0	175	160	0	0	0	160

Table 7 – Housing Problems Table

Alternate Data Source Name:
Consultant

Data Source Comments:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	1,874	784	260	110	3,028	974	690	790	60	2,514
Having none of four housing problems	570	1,450	2,560	1,229	5,809	435	1,465	4,060	3,720	9,680
Household has negative income, but none of the other housing problems	175	0	0	0	175	160	0	0	0	160

Table 8 – Housing Problems 2

Data Source: 2011-2015 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	615	465	585	1,665	270	314	945	1,529
Large Related	219	90	60	369	18	10	88	116
Elderly	605	469	295	1,369	715	590	653	1,958
Other	649	605	535	1,789	255	160	610	1,025
Total need by income	2,088	1,629	1,475	5,192	1,258	1,074	2,296	4,628

Table 9 – Cost Burden > 30%

Data Source: 2011-2015 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	540	110	15	665	250	239	290	779
Large Related	215	60	0	275	18	10	4	32
Elderly	515	269	95	879	460	330	209	999
Other	594	215	40	849	240	100	230	570
Total need by income	1,864	654	150	2,668	968	679	733	2,380

Table 10 – Cost Burden > 50%

Data Source: 2011-2015 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	25	85	85	20	215	10	0	4	0	14
Multiple, unrelated family households	0	8	20	0	28	0	0	25	0	25

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Other, non-family households	10	0	0	0	10	0	0	0	0	0
Total need by income	35	93	105	20	253	10	0	29	0	39

Table 11 – Crowding Information – 1/2

Data Source: 2011-2015 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source Comments:

Describe the number and type of single person households in need of housing assistance.

Arvada has just over 47,000 households according to the most recent American Community Survey (ACS) data. Twenty-five percent of Arvada households (12,006 households) are single person households. Of the total single person households, 37 percent are headed by an individual 65 years of age or older. Six percent of single person households (780 individuals) are living in poverty and experience housing needs.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Disabilities. Twenty one percent of the Arvada households (9,640 households) have a member with a disability. Comprehensive Housing Affordability Strategy (CHAS) data indicate that about 35 percent of households with residents with a disability have one or more housing problems (e.g. cost burden, overcrowding, substandard housing). Persons with disabilities also typically face challenges finding housing that is affordable, accessible, and located near transit and supportive services. Victims of domestic violence. National incidence rates indicate that 37 percent of women and 34 percent of men aged 18 or older have experienced contact sexual violence, physical violence, or stalking by an intimate partner in their lifetime. Applied to Arvada's population, these rates suggest that nearly 8,800 residents would be affected. National statistics show that 3.6 percent of women and one percent of men experiencing intimate partner violence need housing services. These rates suggest that over 200 individuals in Arvada are likely to have housing needs resulting from domestic violence. Although the

supportive and housing services needed by intimate partner violence (IPV) victims vary, generally, all need health care and counseling immediately following the event and continued mental health support to assist with the traumatic stress disorder related to the event. Victims may also require assistance with substance abuse and mental health services, both of which are common among IPV victims. Affordable housing is also critical: The National Alliance to End Homelessness argues that a "strong investment in housing is crucial [to victims of domestic violence] …so that the family or woman is able to leave the shelter system as quickly as possible without returning to the abuse." The Alliance also reports that studies on homelessness have shown a correlation between domestic violence and homelessness (http://www.endhomelessness.org/pages/domestic_violence).

What are the most common housing problems?

Cost burden and severe cost burden, for both renter and owner households, are the most common housing problems in Arvada. Table 7 shows that 2,538 renter households earning less than 100 percent of AMI experience cost burden and another 2,665 renter households renter households earning less than 100 percent of AMI experience severe cost burden. This compares to 240 renters below 100 percent of AMI living in substandard housing and 235 renters below 100 percent of AMI living in overcrowded or severely overcrowded homes. Similar trends are evident among owner households.

Are any populations/household types more affected than others by these problems?

Overall, renters are more likely than owners to experience housing problems. According to Table 7, 63 percent of renters earning less than 100 percent AMI have at least one housing problem compared to 46 percent of owners earning less than 100 percent of AMI. Renters are also more likely to experience severe housing problems (34%) compared to owners (20%). "Small related" and "elderly" households constitute the largest number of cost burdened households, each accounting for about one-third of all cost burdened households. are the most affected by cost burden. However, extremely low-income large households have the highest rate of cost burden—93 percent of these households are cost burdened. Across all household types, those earning less than 30 percent of AMI are the most likely to experience cost burden and severe cost burden.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Households spending 50 percent or more of their income on housing are considered at risk of homelessness. These households have limited capacity to adjust to rising home prices and are vulnerable to even minor shifts in rents, property taxes, and/or incomes. CHAS data in Table 7 indicate that 4,982 low to moderate income households spend 50 percent or more of their income on housing and therefore are at risk of homelessness.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Households spending 50 percent or more of their income on housing are severely cost burdened.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Housing costs rising more rapidly than wages, job loss or hours being cut back, and housing condition deterioration. Other characteristics commonly linked with housing instability and an increased risk of homelessness include prior history of eviction or foreclosure, being precariously housed, difficulty paying utilities or property taxes, bad credit history, criminal history, mental illness, prior episodes of homelessness, domestic assault, LGBTQ youth, and/or extremely low-income households.

Discussion

In addition to the topics discussed above, the City of Arvada evaluated broadband needs of low- and moderate- income households. Citywide, 87 percent of households have a desktop or laptop computer and 87 percent have a smartphone. Seventy eight percent of households have broadband access by cable, fiber, or DSL and 89 percent have some type of broadband access. However, ACS data indicate that access is much lower for low and moderate income households. In Arvada just 4 percent of households earning $75,000 or more per year are without an internet subscription compared to 37 percent of households earning less than $20,000 per year and 15 percent of households earning between $20,000 and $75,000 per year.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section provides data on households with disproportionate housing needs. Data are presented by race and ethnicity and income category. Racial categories and ethnicity (Hispanic) are consistent with the definitions used by the U.S. Census. Income ranges correspond to HUD income categories and are based on the area median income for a family of four, which can be found at http://www.huduser.org/portal/datasets/il.html. All data are pre-populated by HUD. According to HUD, disproportionate need occurs when a household category has a level of need that is at least 10 percentage points higher than the level of need of all households in a particular income category. For example, if 60 percent of households earning between 50 and 80 percent of the area median income (AMI) have housing problem, and 75 percent of Hispanics in the same income category have a housing problem, Hispanics would have a disproportionate need. Per the regulations at 91.205(b)(2), 91.305(b)(2), and 91.405, a grantee must provide an assessment for each disproportionately greater need identified. Although the purpose of these tables is to analyze the relative level of need for each race and ethnic category, the data also provide information for the jurisdiction as a whole that can be useful in describing overall need. Income classifications are as follows: 0%-30% AMI is considered extremely low-income, 31%-50% AMI is low-income, 51%-80% AMI is moderate-income, and 81%-100% is middle-income.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,363	490	335
White	2,599	435	215
Black / African American	45	0	4
Asian	44	0	10
American Indian, Alaska Native	44	35	4
Pacific Islander	0	0	0
Hispanic	620	14	100

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

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30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,779	1,595	0
White	2,219	1,340	0
Black / African American	40	60	0
Asian	24	0	0
American Indian, Alaska Native	10	4	0
Pacific Islander	0	0	0
Hispanic	485	195	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,905	3,760	0
White	3,135	3,260	0
Black / African American	55	65	0
Asian	74	110	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	610	305	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,299	3,819	0
White	1,129	3,359	0
Black / African American	20	45	0
Asian	0	70	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	130	320	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

The disproportionate need of racial and ethnic group in Arvada are summarized by income level below: 0-30% AMI. At this income level Black/African American, Asian, and Hispanic households experience disproportionate need relative to white households and the jurisdiction as a whole. Level of disproportionate need in both comparisons among these racial and ethnic populations were between 11 and 14 percentage points higher than need experienced by White residents and need experienced by the jurisdiction as a whole. 30-50% AMI. At this income level, Asian households experienced highly disproportionate need relative to both white households and the jurisdiction as a whole. Asian households experienced need at rates 38 percentage points higher than white households and rates 36 percentage points higher than households in the jurisdiction overall. 50-80% AMI. At this income level, Hispanic households experienced disproportionate need 18 percentage points higher than the rates of white households and 16 percentage points higher than households in the jurisdiction as a whole. 80-100% AMI. At this income level, there are no disproportionate need based on race and ethnicity.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section discusses severe housing needs as defined by HUD, using HUD-prepared housing needs data. The tables show the number of Arvada households that have severe housing needs by income, race, and ethnicity. As stated above, a disproportionately greater need exists when the members of a racial or ethnic group at a particular income level experience housing problems at a greater rate (10 percentage points or more) than the income level as a whole. For example, assume that 60 percent of all low-income households within a jurisdiction have a housing problem and 72 percent of low-income Hispanic households have a housing problem. In this case, low- income Hispanic households have a disproportionately greater need. Per the regulations at 91.205(b)(2), 91.305(b)(2), and 91.405, a grantee must provide an assessment for each disproportionately greater need identified. Although the purpose of these tables is to analyze the relative level of need for each race and ethnic category, the data also provide information for the jurisdiction as a whole that can be useful in describing overall need. Income classifications are as follows: 0%-30% AMI is considered extremely low-income, 31%-50% AMI is low-income, 51%-80% AMI is moderate-income, and 81%-100% is middle-income.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,848	1,005	335
White	2,189	855	215
Black / African American	45	0	4
Asian	24	20	10
American Indian, Alaska Native	44	35	4
Pacific Islander	0	0	0
Hispanic	535	95	100

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,474	2,915	0
White	1,189	2,375	0
Black / African American	10	90	0
Asian	24	0	0
American Indian, Alaska Native	10	4	0
Pacific Islander	0	0	0
Hispanic	240	445	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,050	6,620	0
White	850	5,540	0
Black / African American	0	125	0
Asian	40	144	0
American Indian, Alaska Native	10	4	0
Pacific Islander	0	0	0
Hispanic	150	765	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	170	4,949	0
White	170	4,324	0
Black / African American	0	65	0
Asian	0	70	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	0	445	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

Discussion

The disproportionate need of racial and ethnic group in Arvada are summarized by income level below: 0-30% AMI. At this income level, Black/African American and Hispanic households experience disproportionate needs pertaining to severe housing problems at rates 28 percentage points and 13 percentage points higher than White households at the same income level. 30-50% AMI. At this income level, Asian households experience disproportional needs pertaining to severe housing problems at rates 67 percentage points higher than White households at the same income level. 50-80% AMI. At this income level, American Indian/Alaskan Native households experience disproportionate needs pertain to severe housing problems at rates 58 percentage points higher than White households at the same income level. There were, however, only 10 total households with 4 reporting severe housing needs.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

This section provides data on households with disproportionate levels of housing cost burden. Housing cost burden occurs when households pay more than 30 percent of their gross household income toward housing costs, which includes utilities. Severe housing cost burden occurs when housing costs are 50 percent or more of gross household income. As described above, a disproportionately greater need exists when the members of a racial or ethnic group at a particular income level experience housing problems at a greater rate (10 percentage points or more) than the income level as a whole. For example, assume that 60 percent of all low-income households within a jurisdiction have a housing problem and 72 percent of low-income Hispanic households have a housing problem. In this case, low-income Hispanic households have a disproportionately greater need. Per the regulations at 91.205(b)(2), 91.305(b)(2), and 91.405, a grantee must provide an assessment for each disproportionately greater need identified. Although the purpose of these tables is to analyze the relative level of need for each race and ethnic category, the data also provide information for the jurisdiction as a whole that can be useful in describing overall need.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	31,850	7,234	5,205	335
White	28,010	5,950	4,210	215
Black / African American	195	110	55	4
Asian	570	65	93	10
American Indian, Alaska Native	129	4	65	4
Pacific Islander	0	0	0	0
Hispanic	2,630	1,065	760	100

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2011-2015 CHAS

Discussion:

Black/African American households disproportionately experience cost burden at a rate 14 percentage points greater than White households. American Indian/Alaska Native households disproportionately experience severe cost burden at a rate 21 percent greater than White households.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

According to HUD, disproportionate need occurs when a household category has a level of need that is at least 10 percentage points higher than the level of need of all households in a particular income category. For example, if 60 percent of households earning between 50 and 80 percent of the area median income (AMI) have a housing problem, and 75 percent of Hispanic households in the same income category have a housing problem, Hispanic households would have a disproportionate need. The HUD data discussed above in Sections NA-15 and NA-20 indicate that disproportionately high needs exist for the following households: At the 0-30% AMI income level, Black/African American, Asian, and Hispanic households experience housing problems disproportionately relative to White households and the jurisdiction as a whole. Rate of need in both comparisons among these racial and ethnic populations was between 11 and 14 percentage points higher than their counterpart households at that same income level. Black/African American households at this income level have severe cost burden rates at 28 percentage points and 13 percentage points higher than White households. At the 30-50% AMI income level, Asian households experienced highly disproportionate need based on housing problems relative to both white households and the jurisdiction as a whole. Asian households experienced need at rates 38 percentage points higher than white households and 36 percent higher than households in the jurisdiction overall. A high proportion of the housing problems are associated with cost burden. Asian households experience disproportionate needs pertaining to severe housing problems at rates 67 percentage points higher than White households at this same income level. At the 80-100% AMI income level, non-white Hispanic households experienced disproportionate need 18 percentage points higher than the rates of white households and 16 percent higher than households in the jurisdiction as a whole.

If they have needs not identified above, what are those needs?

The needs identified above focus on the HUD-defined categories of housing problems: cost burden, overcrowding (more than 1 person per room), lacking complete kitchen facilities, and lacking complete plumbing facilities. Differences in housing needs by race and ethnicity can also be assessed by differences in homeownership and access to capital. Overall, racial/ethnic minorities in Arvada have lower rates of homeownership (60%) than non-Hispanic whites (76%). Ownership is particularly low for African American householders (39%) and Hispanic householders (56%).

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

Maps made available via the HUD Affirmatively Furthering Fair Housing Data and Mapping Tool allow for further exploration of the geographic patterns of cost burden and poverty as well as the geographic location of populations based on race and ethnicity. Arvada does not contain any HUD designated racial/ethnic concentration and areas of poverty concentration (R/ECAPs), however there are several

R/ECAP areas near the city's eastern edge. Racially/ethnically-concentrated areas of poverty (R/ECAPs), per HUD's definition, involve a racial/ethnic concentration threshold and a poverty test. The racial/ethnic concentration is defined by a non-White population of 50 percent or more while the poverty threshold is defined as 40 percent or more of individuals living at or below the poverty line or is three or more times the average tract poverty rate for the metropolitan/micropolitan area, whichever threshold is lower.The Housing Cost Burden and Race/Ethnicity Map below reveals that Hispanic populations are the most concentrated along the south and eastern edge of the city. These concentrated areas also correspond with areas of higher population density overall. Census tracts in the city's southeast and northeast corned also have relatively high rates of cost burden. The housing cost burden by nation of origin map below reveals that there are also areas of nation of origin concentration that correspond areas of higher rates of cost burdened households. Specifically, individuals of Russian origin are concentrated in the city's southeast and north east areas where there are higher rates of cost burden.

NA-35 Public Housing – 91.205(b)

Introduction

The Arvada Housing Authority operates a Section 8 Housing Choice Voucher Program for very low-income renter households and has done so since 1976. Through that Program, eligible very low-income households receive a subsidy to assist in paying a portion of the contract rent those households must pay for rental housing.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	0	490	0	490	0	0	0

Table 22 - Public Housing by Program Type

***Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	0	13,625	0	13,625	0	0

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	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average length of stay	0	0	0	6	0	6	0	0
Average Household size	0	0	0	2	0	2	0	0
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	0	174	0	174	0	0
# of Disabled Families	0	0	0	108	0	108	0	0
# of Families requesting accessibility features	0	0	0	490	0	490	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

	Program Type								
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	0	446	0	446	0	0	0

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Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Black/African American	0	0	0	26	0	26	0	0	0
Asian	0	0	0	14	0	14	0	0	0
American Indian/Alaska Native	0	0	0	4	0	4	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
***Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	0	130	0	130	0	0	0
Not Hispanic	0	0	0	360	0	360	0	0	0
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

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Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

The City does not have or operate Public Housing units. There are 490 vouchers as revealed in Table 22. All of the vouchers are tenant-based.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The Authority maintains a waiting list for individuals and families in need of a housing subsidy. There are currently 198 households on the waiting list. Over the past year, 69 new households were issued vouchers and of those households, 53 were housed through the program. The most immediate need regarding residents is for the Federal government to provide an adequate level of funding to properly operate the Program and fully utilize the 508 baseline count of units. The reduced funding provided by the US Department of Housing and Urban Development (HUD) for the program in the last year has limited the Authority to assist an average of about 491 households a month over the last twelve months at any one time.

How do these needs compare to the housing needs of the population at large

This priority need is related to adequate Federal funding of the primary methods by which very low-income renters in the community can secure assistance to make their living costs affordable.

Discussion

Funding levels for the Housing Choice Voucher Program have involved prorations of Federal funding for the Program that are inadequate to allow the program to meet its baseline count of housing assistance it can provide.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The Point-in-Time (PIT) survey conducted by the Metropolitan Denver Homeless Initiative (MDHI) generates a "snapshot" of the individuals and families who are experiencing homelessness in our metropolitan Denver communities. MDHI and stakeholders in the seven-county metro Denver area conducted a Point-In-Time (PIT) survey during the week of January 28, 2019. The full report is posted at http://mdhi.org/. This overview provides responses from interviewees and anyone in the household. The data below is for all of Jefferson County as a breakout for Arvada is not generated. It is important to note that research base homelessness surveys typically undercount homeless populations. People may enter and leave homelessness throughout the year – the Point-In-Time Survey is an approximate one day snapshot of homelessness in metro Denver.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	65	546	611	144	611	30
Persons in Households with Only Children	212	0	212	0	212	30
Persons in Households with Only Adults	102	0	102	0	102	30
Chronically Homeless Individuals	102	0	102	0	102	30
Chronically Homeless Families	248	0	248	0	248	30
Veterans	10	0	10	0	10	30
Unaccompanied Child	0	0	0	0	0	0
Persons with HIV	0	0	0	0	0	0

Table 26 - Homeless Needs Assessment

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Data Source Comments: Metro Denver Homeless Initiative - 2014 State of Homelessness - Annual Assessment of Homelessness - Jefferson County

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

In Jefferson County, unaccompanied youth constituted 5 percent (21 individuals) of the total homeless population most of whom (17 individuals) were sheltered in an emergency shelter. Eight percent or 22 individuals experiencing homelessness were veterans. None of these veterans were accompanied by family members. Of the total 434 households experiencing homelessness, 236 households (54%) were households with a least one adult and at least one child. There 54 people experiencing chronic homelessness representing 12 percent of the homeless population. Nine percent of the homeless population were newly homeless in 2019.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	0	0
Black or African American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Pacific Islander	0	0
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	0	0
Not Hispanic	0	0

Data Source Comments:

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The Denver Metro Homeless Initiative 2019 Point in Time report for all of Jefferson County counted a total of 424 homeless people -- 124 unsheltered, 112 emergency sheltered, and 198 in transitional housing. In this population, there were 22 veteran, 63 families, 21 unaccompanied youth, and 33 fleeing domestic violence.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

In Jefferson County, the majority of the homeless population (61%) were White. Twelve percent of the homeless population were Black/African American. Twenty percent of the homeless population were Hispanic/Latino.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The majority of the 124 unsheltered individuals (95%) were households without children. Of the 236 households with at least one adult and at least one child, the majority (82%) were in transitional housing.

Discussion:

Homelessness in Arvada and Jefferson County, like homelessness across the Metro Denver region is an increasing issues as rising cost of living increasingly puts a greater number of households at risk of becoming homeless.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

This section provides data and information about special needs populations in Arvada, including households containing persons with a disability (hearing/vision limitation, ambulatory limitation, cognitive limitation or self-care/independent living limitation), elderly households, large families, female headed households with children, limited English proficient households, and those at risk of homelessness. The characteristics of these populations are described below.

Describe the characteristics of special needs populations in your community:

Housing and supportive service needs for Arvada's non-homeless special needs populations are described below. Needs were determined either through occurrence of HUD-defined housing problems, income/employment status, and stakeholder engagement.

What are the housing and supportive service needs of these populations and how are these needs determined?

Disability. In Arvada, about 10 percent of the population live with mental, physical, and/or developmental disabilities. Overall, 9,640 households in Arvada include at least one member with a hearing, vision, cognitive, ambulatory, self-care and independent living difficulty. Thirty-five percent of these households experience at lease one of the HUD-defined housing problems. Additional housing-related challenges that are not captured in the HUD-defined problems include accessibility, access to transit, and problems related to requesting reasonable accommodations. Elderly Households. In Arvada, 14,711 households include at least one person over the ages of 62 years (representing 31% of the total households in Arvada). Twenty-three percent of those households are cost burdened. Senior households may be less able to cope with increasing housing costs (rents for renters and property taxes for owners) as they are more likely to be living on a fixed retirement income. National surveys indicate that most seniors desire to age in place but may need accessibility modifications as they age and may need additional support services in order to properly maintain their home and property. Many may also require transportation services and in-home health care at certain stages. Nationally, areas where older adults face the largest share of life's challenges include caregiving, health and mental health, in-home support, nutrition and food security and transportation. Arvada already has one of the highest proportions of seniors in the metro and that age cohort is expected to continue to grow. DOLA forecasts indicate there will be modest growth in the zero to thirty-nine year old (young) category, minimal change in the forty to fifty-nine population (middle aged), and considerable growth in the sixty years and up population. This changing demographic will ultimately have effects on community design, architecture, accessibility, mobility, community amenities, and city services. Arvada's current housing stock may pose challenges for seniors wishing to age in place, downsize, and find accessible, walkable housing options. Large Families. In Arvada, 2,983 households are defined as large families. According to

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CHAS data provide by HUD, 485 of those households (16%) have some type of housing need. The most common housing need is related to cost burden but large households are also more susceptible to overcrowding (CHAS data do not provide enough detail to quantify the number of large family households that are overcrowded). Female Headed Households with Children. There are 1,674 female headed households with children in Arvada. The poverty rate for these households is 24 percent—much higher than the citywide family poverty rate of 5 percent. The 400 female headed households with children living in poverty are the most likely to struggle with rising housing costs and may need unique supports given the challenges they face. Limited English Proficient Households. In Arvada, 415 households are defined as Limited English Proficient Households. These households may have trouble accessing resources and/or housing-related documents in their native language. At risk of homelessness. Households spending 50 percent or more of their income on housing are considered at risk of homelessness. These households have limited capacity to adjust to rising home prices and are vulnerable to even minor shifts in rents, property taxes, and/or incomes. There are 5,048 households with incomes between zero and 80 percent MFI that are at risk of homelessness. This represents 23 percent of households in this income range.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

AIDSVu is an interactive online mapping tool that visualizes the impact of the HIV epidemic on communities across the United States. According to 2016 AIDSVu Prevalence data for Jefferson County, there are 806 cases of HIV/AIDS in Jefferson County. The vast majority (86%) of cases are male individuals and 39 percent of the cases are individuals over 55 years of age. The majority cases (67%) are cases where individuals identify as men who have sex with men (MSM). The number of persons living with HIV/AIDS in Arvada, bases on PLWHA estimates, is 313 total.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

Discussion:

As described above, Arvada has a range of non-homeless special needs including households experiencing disability (hearing/vision limitation, ambulatory limitation, cognitive limitation or self-care/independent living limitation), elderly households, large families, female headed households with children, limited English proficient households, and those at risk of homelessness.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The Arvada 2019-2020 capital Improvement plan, the city identifies transportation, parks and recreation, and utilities among its public facility needs. The City's 2014-2019 Strategic Plan highlights the infrastructure needs related to sidewalk improvements, trails/open space, and energy efficiency improvements at public facilities.

How were these needs determined?

The Arvada comprehensive plan update adopted in 2014, Arvada 2014-2019 Strategic Plan, the Arvada 2019-2020 Capital Improvement Plan, and stakeholder input.

Describe the jurisdiction's need for Public Improvements:

Arvada adopted a Performance-based Budgeting program, FOCUS, in 2013 and this program continues to act as the foundation of Arvada's budget process. When its implementation was underway in 2013, City Council adopted a new Strategic Plan for the City. On June 3, 2019, City Council adopted the fifth revision to that plan, which included the following goals for public improvements: By 2019, the City will have 100% of the water needed for build-out of the City as defined by the Comprehensive Plan. By 2019, 20% of all sidewalk gaps selected from the Transportation Committee inventory and approved by City Council will be built according to the then current code requirements. By 2019, 100% of all identified trail gaps and connection points recognized in the City's Parks, Trails and Open Space Master Plan and Bicycle Master Plan as identified by the Arvada Park Advisory Committee and as approved by City Council are built/completed. By 2019, energy consumed at City facilities will be reduced or offset by 8% from 2013 usage, based on a combination of conservation and renewable energy sources (moved to work system performance measure). By 2019, the use of alternate travel modes for commuting to work by Arvada residents will increase from 12% to 15%. By 2019, create a strategic partnership between the City of Arvada, State of Colorado, Jefferson County and City of Wheat Ridge to determine the potential of utilizing the Ridge Home site for community based attainable housing, by 2019, facilitate the development of one attainable senior housing development containing at least 50 units. By 2019, 50% of identified neighborhoods, who in 2013 did not have organized groups, will have organized neighborhood associations, HOA's, Councils or other leadership/engagement groups with whom the City can liaison.

How were these needs determined?

The Arvada comprehensive plan update adopted in 2014, Arvada 20114-2019 Strategic Plan, the Arvada 2019-2020 Capital Improvement Plan, and stakeholder input.

Describe the jurisdiction's need for Public Services:

Transportation. "Many of the aspects of designing an age-friendly community -- walkable downtowns, cohesive transit networks, mixed-use urban villages -- are the same things smart growth advocates have been pushing for 20 years. By making the space accessible for seniors, you're making it more accessible for everyone else." (Governing Magazine). In particular, wide sidewalks and trails, free of trip hazards, are essential to seniors, for whom a fall could mean a broken hip. Transit access, even door-to-door access may be necessary for seniors who have lost their ability to drive, or have limited mobility otherwise. Surveys show that the primary concern about getting older is transportation. Arvada and RTD will need to consider how to make transit service available to older populations, since many seniors will become increasingly dependent on buses and rail as they stop driving. Seniors don't want to lose their independence, so programs that teach seniors how to use the bus system and read schedules play an important role. Some bus routes may need to be altered to reach 1) origination points (residential neighborhoods) are reached as some seniors may not be able to walk the standard 1/2 mile distance to a bus stop, and 2) destinations that seniors are most interested in visiting, including pharmacies and medical facilities. Senior Services. Arvada may need to expand senior services and programs to encourage daily activity and socialization. Aging population will need appropriate services such as in-home health assistance, meals on wheels, social activities, housekeeping assistance, and finally, friends, family, and neighbors who watch out for the elderly. There will also be a greater demand for cultural activities, particularly those that help seniors remain engaged in the community. Police, Fire, and Code Enforcement will see more calls for service. Many of these calls will be due to the special needs of an aging population that spend most of their time at home rather than at work. The Fire Department, for example, may get more calls for routine help. Arvada may want to encourage older citizens to avail themselves of the wide range of services provided by the DRCOG Area Agency on Aging (AAA), churches, and other non-profit agencies. The services of the AAA can take some of the load of public safety agencies. Volunteerism. There will be more citizens needing volunteer service, but the able retired population may be eager to provide volunteer services. Volunteers may be used to keep track of seniors living alone, to provide social stimulus for seniors, or to provide door to door transportation to mobility impaired seniors. Public Involvement. Because Arvada has a stable population, public involvement will increase. Retired populations will have time to participate in public affairs. Long term residents, proud of their city, may have a difficult time adjusting to changing household compositions, economic development, and changes in the built environment. Older residents can be expected to speak out more forcefully and more frequently in city politics. Healthy Places Arvada. Healthy Places is designed to inspire and support the development of healthy communities. Through a community-led process, Healthy Places aims to foster a built environment where it is easier, safer, and more appealing to walk, play and engage in daily activities that encourage movement, connection, and fun. The southeast portion of Arvada was selected to participate in the Healthy Places initiative and is working to become a model for active design and healthy living for suburban communities throughout Colorado.

How were these needs determined?

Research done as part of preparation of the City Comprehensive Plan 2014 and the 2014 City Healthy Places initiative. The Arvada comprehensive plan update adopted in 2014, Arvada 20114-2019 Strategic Plan, the Arvada 2019-2020 Capital Improvement Plan, and stakeholder input.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

Arvada's housing prices—both rental and for-sale—have increased substantially since 2000, with particularly steep increases over the past five years. These trends have exacerbated affordability challenges for residents across the city. As discussed in NA-10, 58 percent of low to moderate income renter households (earning less than 100% AMI) and 37 percent of low to moderate income owner households experience cost burden. As discussed in NA-30, low-income households and residents belonging to a racial/ethnic minority are more affected by housing problems than higher income and non-Hispanic white households. The City currently has a 2,275-unit shortage affordable to households earning $25,000 or less per year (see gaps analysis discussion below). The City has very limited options for moderate income households who want to purchase a home year (see gaps analysis discussion below). To examine how well Arvada's current housing market meets the needs of its residents—and to inform potential future city housing policy—the study conducted a modeling effort called a "gaps analysis." The analysis compares the supply of rental and for-sale housing at various price points affordable to Arvada households at various income levels. The analysis compares the number of renter households in Arvada in 2017, their income levels, the maximum monthly rent they could afford without being cost-burdened (30% of income), and the number of units in the market that are affordable to them. The analysis has two components: mismatches in the rental market and ownership opportunities for renters wanting to buy. The gaps analysis revealed that the rental market in Arvada largely serves renter households earning between $25,000 and $75,000 per year—78 percent of rental units are priced within that group's affordability range. There is not sufficient housing in Arvada for low-income renters making less than $25,000 per year—the table below shows the rental gaps for the City of Arvada in 2017 and indicates a shortage of 2,275 units affordable to households earning less than $25,000 per year.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

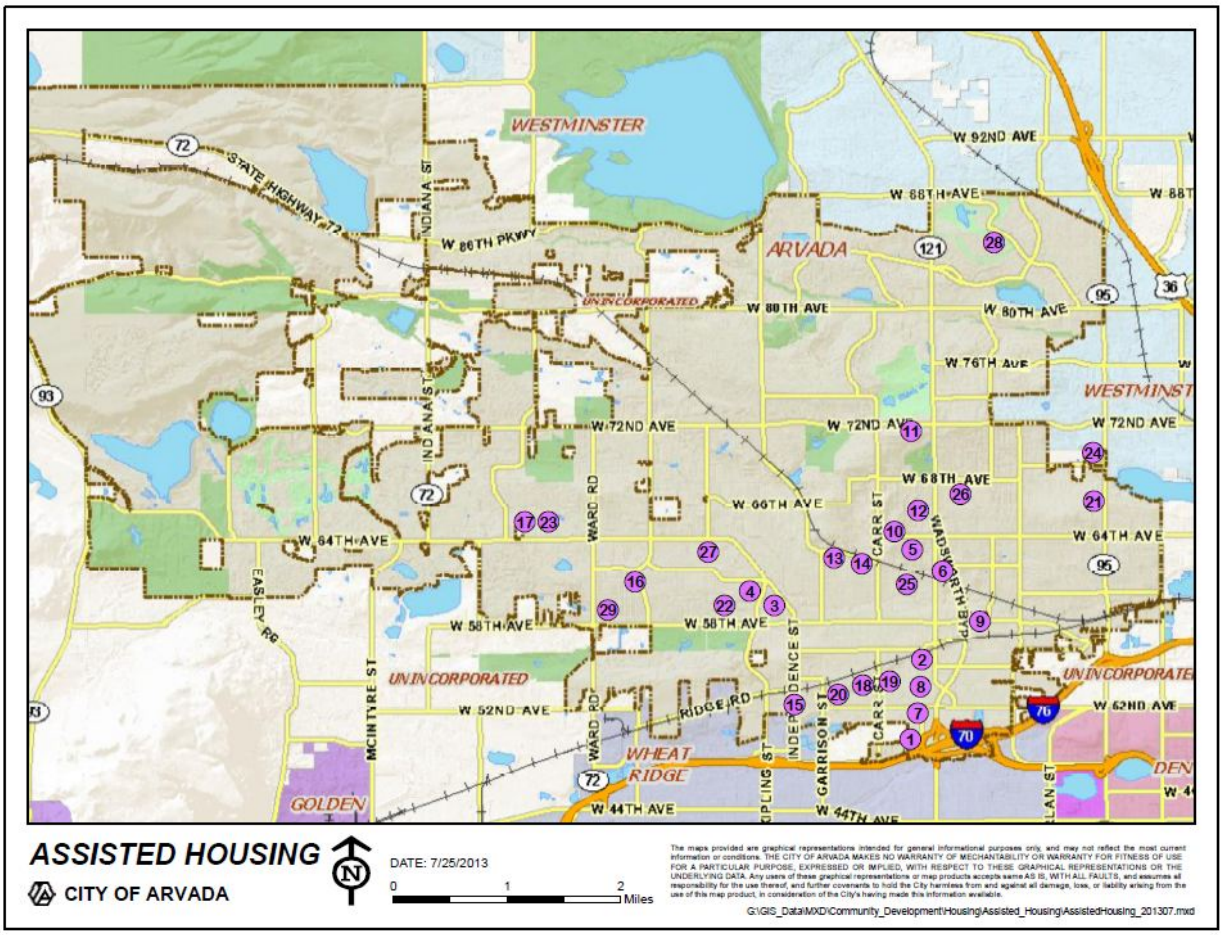
This section provides a broad overview of the types of residential units available in Arvada, including those that target low-income residents. The original data in the tool have been updated with 2017 ACS data. Single unit detached structures are by far the most common residential property type contributing 73 percent of the total units. The City's multifamily housing stock represents about 21 percent of all housing, with single unit attached structure filling the remainder of units. Of the multifamily property types, properties with 20 or more units represent the largest proportion of units and two to four unit properties the smallest proportion. Table 32, Unit Size by Tenure, conveys the bedroom composition of units in Arvada based on tenure. The vast majority (87 percent) of owner occupied units have three or more bedrooms, while the majority (72 percent) of renter occupied units are have two or fewer bedrooms.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	32,445	71%
1-unit, attached structure	3,400	7%
2-4 units	2,075	5%
5-19 units	4,480	10%
20 or more units	3,285	7%
Mobile Home, boat, RV, van, etc	198	0%
Total	***45,883***	***100%***

Table 27 – Residential Properties by Unit Number

Data Source: 2011-2015 ACS



Map of Assisted Housing

Assisted Housing – Arvada

Map #	Project	Units	Income Restricted	2000 Census	Type/Assistance
1	Allison Pointe	104	104	104.05	LIHTC
2	Allison Village	37	37	104.05	Section 8
3	Applecreek Apartments	195	78	103.07	LIHTC/*HODAG*
4	Arvada House	88	88	103.07	Section 8
5	Arvada Place Apartments	41	0	102.11	Other
6	Colorado Homeless Families transitional	28	28	102.11	CDBG assisted/Other
7	Columbine Village at Arvada	60	60	104.05	LIHTC
8	Columbine Village on Allison I	67	67	104.05	LIHTC
8	Columbine Village on Allison II	44	44	104.05	LIHTC
8	Columbine Village on Allison III	61	61	104.05	LIHTC
9	Habitat For Humanity	1	1	104.06	Other
10	Habitat For Humanity	2	2	102.11	Other
11	Lutheran Home Apartments	95	26	102.11	HUD 202
12	Marcella Manor	206	206	102.11	Section 8
13	Cottage Schools -Hoskinson	4	4	103.05	Section 8/Other
14	Cottage Schools -Lawrence	5	5	103.05	Section 8/Other
15	Cottage Schools -Russell	3	3	104.02	Section 8/Other
16	Cottage Schools -Vanderhoof	4	4	103.06	Section 8/Other
17	Nightingale	40	8	98.40	Private Activity Bonds
17	Nightingale Expansion.	41	8	98.40	Private Activity Bonds
	North Marshall transitional	5	5	104.06	Other
18	Park Terrace Apartments	96	96	104.02	Other
19	Parkview Village Apartments	96	24	104.02	LIHTC
20	Parkview Village West	54	7	104.02	LIHTC/HOME
21	Sheridan Ridge	65	49	102.13	LIHTC/HOME
23	Springwood	124	25	98.40	Private Activity Bonds
24	Willow (Jefferson) Green	60	60	102.08	LIHTC/HOME
	Women In Crisis	7	7	104.06	CDBG assisted
25	Yarrow Gardens	50	10	103.05	*HUD 236*
26	Habitat For Humanity	3	3	102.12	Other
27	Aspen Ridge Apartments	105	105	103.07	Other
28	Castlegate Apartments	504	378	98.33	LIHTC/PAB
29	Viking Square Apartments	55	55	103.06	Other
	TOTAL	2350	1658		

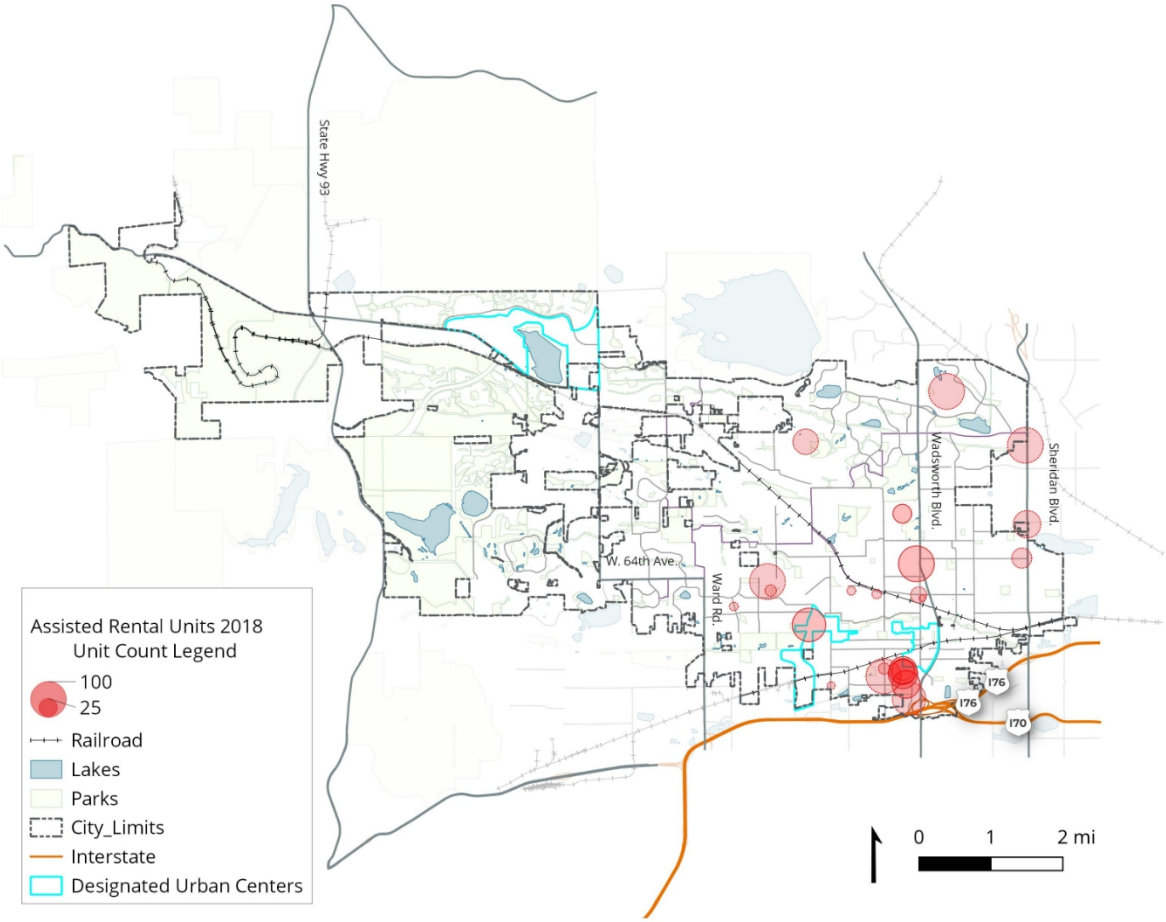
Location of Assisted Housing

Unit Size by Tenure

	Owners		Renters	
	Number	**%**	**Number**	**%**
No bedroom	55	0%	265	2%
1 bedroom	465	1%	2,745	23%
2 bedrooms	4,920	15%	4,754	39%
3 or more bedrooms	27,130	83%	4,280	36%
Total	***32,570***	***99%***	***12,044***	***100%***

Table 28 – Unit Size by Tenure

Alternate Data Source Name:
Consultant
Data Source Comments: Update data through consultant



Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The map and table show the location and number of assisted housing units in the community. Overall there are 1,506 publicly assisted units within the City of Arvada and another 170 adjacent to the City. About one-third of the assisted units are elderly restricted.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

According to data maintained by the city, there are 166 unites with Section 8 contracts ending during the period of this consolidated plan (before 2026)

OMB Control No: 2506-0117 (exp. 09/30/2021)

Does the availability of housing units meet the needs of the population?

No. The problem is particularly acute for low-income renters. For renter households making less than $25,000 per year, there is a shortage of approximately 2,175 units priced in their affordability range. As revealed in the "gaps analysis" (see MA-05) which identifies mismatches among affordable rents and various incomes and availability of units at those rents, the rental market in Arvada largely serves renter households earning between $25,000 and $75,000 per year—78 percent of rental units are priced within that group's affordability range. Only 8 percent of rental units were affordable to renters earning less than $25,000 per year, while 27 percent of Arvada's renters fall in this income range. This mismatch reflects a rental gap of 2,275 units priced below $625 per month. As in many housing markets, homeownership in Arvada is relatively unaffordable to renters in lower income brackets. Though not shown in the table, 37 percent of renters earn between $35,000 and $75,000 per year and could afford a home priced between $189,000 and $284,000 but only 11 percent of homes listed/sold in Arvada in 2018 fell into that price range.

Describe the need for specific types of housing:

Discussion

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

This section contains updated cost of housing data from the 2000 Census, 2015 CHAS, and the 2017 ACS. Arvada has a higher percentage of owner-occupied housing (74%) than surrounding communities, including Thornton (70%), Westminster (66%) and Lakewood (59%). Homeownership rates are lowest in some of the most densely populated areas of the city, particularly near Olde Town. The Wadsworth Boulevard and Ralston Road corridors also have relatively low rates. Much of the rest of Arvada, including the entire western and north-central portions, have high homeownership rates—above 80 percent. Arvada has a higher proportion of single-family homes (70%) than Thornton (64%), Westminster (59%) and Lakewood (47%). Arvada's median home value is about $380,000 as of 2017. This is an increase of around 119 percent from the 2000 median value of around $175,000.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2015	% Change
Median Home Value	240,000	257,300	7%
Median Contract Rent	779	931	20%

Table 29 – Cost of Housing

Alternate Data Source Name:
Consultant
Data Source Comments:

Rent Paid	Number	%
Less than $500	1,585	13.2%
$500-999	5,515	45.8%
$1,000-1,499	3,488	29.0%
$1,500-1,999	995	8.3%
$2,000 or more	459	3.8%
Total	***12,042***	***99.9%***

Table 30 - Rent Paid

Alternate Data Source Name:
Consultant
Data Source Comments:

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	700	No Data
50% HAMFI	2,725	585
80% HAMFI	7,103	4,860

Number of Units affordable to Households earning	Renter	Owner
100% HAMFI	No Data	10,028
Total	***10,528***	***15,473***

Table 31 – Housing Affordability

Alternate Data Source Name:
Consultant
Data Source Comments:

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	0	0	0	0	0
High HOME Rent	0	0	0	0	0
Low HOME Rent	0	0	0	0	0

Table 32 – Monthly Rent

Data Source Comments:

Is there sufficient housing for households at all income levels?

No. As noted above, there is a rental gap of $1,275 units for rental households earning less than $25,000 per year. There is also a shortage of ownership options for households earning less than $75,000 per year. According to HUD tables in the Needs Assessment section, for households making between zero and 80 percent AMI 9,557 household suffer from cost burden (58% of the households in this income range) and 4,877 households suffer from severe cost burden (30% of the household in this income range).

How is affordability of housing likely to change considering changes to home values and/or rents?

Arvada's housing stock has aged, but new development in the west and near Olde Town is infusing new product into the City. Older, lower-value homes fill the denser eastern reaches of the City, while newer, high-value homes are becoming increasingly abundant in the west. Recent trends reflect significant rises in both rents and home prices, particularly in the last five years. If those trends continue, affordability will continue to decline in future years. There is already a shortage of affordable units and that gap is likely to widen over time as home prices increase faster than incomes. The community's aging population will likely require a more diverse housing stock than the city currently offers. Many residents over the age of 65 may desire smaller, denser housing units near shopping and community amenities. They will likely require more easily accessible housing as well due to higher incidence of physical disability and decreasing mobility. The ability of the City to create/support housing for extremely low-income households may be hampered by limited local resources and declining federal resources to address affordability issues.

OMB Control No: 2506-0117 (exp. 09/30/2021)

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Discussion

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

This section provides an overview of the condition of Arvada's housing stock. Much of these data are from HUD's 2011-2015 CHAS and the 2017 ACS, which are the most recent data available.

Definitions

Standard Condition: A dwelling unit which meets HUD Section 8 HQS with no major defects in the structure and only minor maintenance is required. Such a dwelling will have the following characteristics: reliable roofs, sounds foundations, adequate and stable floors, walls, and ceilings, surfaces and woodwork that are not seriously damaged nor have pain deterioration, sound windows and doors, adequate heating, plumbing and electrical systems, adequate insulation and adequate water and sewer systems and are not overcrowded as defined by local code. Substandard condition: A dwelling unit a unit that does not does not meet HUD section 8 HQS which includes lacking the following: complete plumbing, complete kitchen facilities, efficient and environmentally sound sewage removal and water supply, and heating source. Additionally, the dwelling may be overcrowded as defined by local code. Substandard but suitable for rehabilitation: A dwelling unit, at a minimum, does not meet HQS with some of the same features as a "substandard condition" dwelling unit. This unit is likely to have deferred maintenance and may have some structural damage such as a leaking roof, deteriorated interior surfaces, and inadequate insulation. A "substandard but suitable" dwelling unit, however, has basic infrastructure (including systems for clean water and adequate waste disposal) that allows for economically and physically feasible improvements and upon completion of rehabilitation meets the definition of a "standard" dwelling unit.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	6,765	21%	5,715	47%
With two selected Conditions	55	0%	340	3%
With three selected Conditions	10	0%	25	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	25,735	79%	5,970	50%
Total	***32,565***	***100%***	***12,050***	***100%***

Table 33 - Condition of Units

Data Source: 2011-2015 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	4,298	13%	1,493	12%
1980-1999	8,780	27%	3,040	25%
1950-1979	18,855	58%	7,045	58%
Before 1950	634	2%	470	4%
Total	***32,567***	***100%***	***12,048***	***99%***

Table 34 – Year Unit Built

Data Source: 2011-2015 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	19,489	60%	7,515	62%
Housing Units build before 1980 with children present	2,288	7%	1,658	14%

Table 35 – Risk of Lead-Based Paint

Data Source: 2011-2015 ACS (Total Units) 2011-2015 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36 - Vacant Units

Data Source: 2005-2009 CHAS

Need for Owner and Rental Rehabilitation

Arvada's housing stock is relatively old. Over 27,000 units or 58 percent of Arvada's housing was built before 1980. This older building stock is relatively equally divided among renter and owner occupied; however, the selected conditions table indicates housing problems to be more common among the renter-occupied housing stock.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

As shown in the table above, an estimated 2,288 owner occupied and 1,658 renter occupied housing units in Denver were constructed before 1980 and have children under the age of 18 living in them. If these units contain a proportionate share of persons in poverty as the city's proportion overall (8% of families with children live in poverty in Arvada), then 183 owner-occupied and 133 renter-occupied housing units could be occupied by low-income families with children that could contain lead based paint hazards.

Discussion

Arvada experienced a considerable housing boom between 1950 and 1980. Housing units built during this time period are at higher risk of lead-based paint contamination and general are more likely to need repairs from deferred maintenance or failing systems. Renters are more likely to live in units in need of rehabilitation. In addition to the issues described above, the City of Arvada assessed natural hazards risks to low- and moderate-income residents, including risks expected to increase due to climate change. The most common natural disasters likely to cause housing damage in Colorado are tornadoes and hailstorms. Extreme weather incidents combined with early snowmelt can create extreme flooding in the Denver metro region. Urban areas can be particularly vulnerable to flooding as water cannot be absorbed into the ground across impervious structures (such as paved streets, parking lots, and building footprints). There are not geographic areas of the city known to have a disproportionately high risk of natural disasters though some residents and businesses may experience disproportionate impacts. Residents most vulnerable are those that depend on hourly wage employment as they do not receive wages if they cannot make it to work or their work is closed during or in the wake of a disaster. Small service-oriented businesses are also vulnerable as they are most impacted by potential closures and are the less likely than larger corporations to be able to weather a stoppage or shortage in cash flow. Low- and moderate- income households may have more difficulty recovering from such housing damage and may require additional resources/support to do so—including home repair programs.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The Arvada Housing Authority does not own or manage Public Housing units

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	0		508	55	453	0	0	0
# of accessible units									
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 37 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

No Public Housing units in the City

OMB Control No: 2506-0117 (exp. 09/30/2021)

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 38 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

Discussion:

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

A variety of services are provided by the State of Colorado, Jefferson County and non profit private providers of services to disadvantaged households in the City

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	20	0	72	0	0
Households with Only Adults	0	0	0	0	0
Chronically Homeless Households	0	0	72	0	0
Veterans	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0

Table 39 - Facilities and Housing Targeted to Homeless Households

Data Source Comments: Limited data available and estimates used. There are a number of group homes providing housing or beds for youth, etc.

OMB Control No: 2506-0117 (exp. 09/30/2021)

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

A variety of services are provided by the State of Colorado, Jefferson County and non profit private providers of services to disadvanataged households in the City.

Colorado Homeless Families (CHF) is a non-profit transitional housing program. CHF serves families with children who are classified as "New Poor" (families who are homeless for the first time) or "Working Poor" (families who earn low wages and cannot keep up with the rising cost of living, including housing). Family Tree provices Transitional housing, case management and other supportive services are provided to homeless youth 16+, individuals, couples, one and two parent families with children. CHF houses families for 18 months to 2 years, during which time the adults must be attending school and/or working in a position that will allow their families to become self-sufficient by the end of the program. A variety of programs have been established to aid families in reaching this goal. CHF serves approximately 47 – 72 families annually, with a daily residential population of approximately 240 – 360 individuals daily.

Jefferson Center for Mental Health provides Mental Health Services, Mental Health Clinics & Information, Physicians & Surgeons, Psychiatry, Physicians & Surgeons, Counseling Services, Suicide Prevention Service, Marriage and family therapy.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

A variety of services are provided by the State of Colorado, Jefferson County and non profit private providers of services to disadvantaged households in the City. Facilities and services are tailored by these organizations to specific populations with special needs Colorado Homeless Families (CHF) is a non-profit transitional housing program. CHF serves families with children who are classified as "New Poor" (families who are homeless for the first time) or "Working Poor" (families who earn low wages and cannot keep up with the rising cost of living, including housing).

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Elderly/Frail Elderly. Seniors and the elderly are much more likely to have a disability than non-seniors—33 percent of residents 65 and older have a disability compared to 10 percent of residents under the age of 65. As such, the supportive needs and housing needs of the elderly are often aligned with those of the disability community (discussed above). In addition, seniors typically need supports related to health care including access to health services and home health care options, transportation, and supports related to aging in place such as home modification, home repair, and assistance with maintenance. Persons with Disabilities. Supportive services are a critical component of creating opportunity for people with disabilities to live in integrated settings in the community. These services are particularly important for residents transitioning out of institutional care. In typical housing markets, persons with disabilities have difficulty finding housing that accommodates their needs. Regulatory barriers on group living arrangements, transit access, housing accessibility and visitability, and proximity to health services, are just some of the opportunity related issues that people with disabilities face. Persons with HIV/AIDS. National estimates from the National Aids Housing Coalition report that approximately 13 percent of PLWHA are in need of housing assistance and 57% have an annual income below $10,000. Challenges to housing for those with HIV/AIDS include employment/income, rental history, criminal history, and co-occurring circumstances. It is difficult for people with HIV/AIDS to retain employment due to the effects on their health and the side effects of drug treatment therapies. Many have mental health issues/substance abuse issues as well. The two primary housing resources for PLWHA are Housing Opportunities for Persons With AIDS (HOPWA) which provides long-term, permanent, stable housing and the Ryan White HIV/AIDS Program which provides emergency housing assistance (hotel/motel vouchers). Public housing residents. Arvada does not maintain any public housing. There are 490 Arvada households with a Housing Choice Voucher and another 198 households on the waiting list. Over the past year, 69 new households were issued vouchers and of those households, 53 were housed through the program.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Jefferson County and the State of Colorado have a variety of programs intended to encourage or support the provision of appropriate supportive housing. Arvada is a supporter of the Metropolitan Denver Homeless Initiative (MDHI). The City has been supportive of the joint efforts through this valuable effort. In 2014, the City consistently found applicable notifications of funding applications by homeless service providers to be consistent with the City Consolidated Plan and the City issued Certifications of Consistency for the following funding requests and those findings were submitted when requested as documentation for funding applications made by MDHI, CCH Transitional Housing Voucher Program,VOA Irving Street Women's Residence, Family Tree, the Brookview Project, CCH Renaissance at Lowry Permanent Supportive Housing, CCH – HMIS CoC Project, Colorado Division of Housing Metro 1 Consolidated – Sub-grantees, Housing for Families – Sub-grantees, Third Way Center Lincoln Street Approved Apartments, CCH Consolidated Permanent Supportive Housing, A Place to Call Home (Family Tree), CCH West End Permanent Supportive Housing, Metro Denver Permanent Supportive Voucher Project.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The city has adopted substantial planning goals to make affordable housing available throughout the city and encourage the development of special needs housing. The city also has an "inclusion team" with the purpose of "developing recommendations for the city's executive management of actions, changes, additions and/or trainings that should be undertaken to move the city toward a more inclusive environment. "The city accommodates non-homeless special needs populations persons in many ways, including: Accessibility accommodations (e.g., sign language interpretation, audio storytelling) at the Arvada Center for the Arts and Humanities. Having an accessible playground for children. Maintaining resource folders at city reception and housing authority areas that can assist residents who need translations or accommodations for a disability. Affirmative marketing efforts to inform all residents about city housing programs and services. Placement of TDD contact numbers on all city web pages, including those for the CDBG program, Essential Home Repairs Program, etc. Maintaining and continuing a substantial program to add new and replace older sidewalk ramps at city intersections in all areas of the city including any areas of higher ethnic, disabled, or elderly populations. The City of Arvada collects information related to special assistance requirements for Arvada citizens, and updates this information annually. Information is sent to dispatchers for EMERGENCY RESPONSE AGENCIES these three agencies [LMB1] and entered into the computer dispatch system; it is made available to response teams in case of an emergency. The City of Arvada is committed to supporting accessibility in the community and has a designated contact person in the City Manager's Office to address concerns or requests for information related to accessibility. Since 1975 the City of Arvada has contracted with the Jefferson County Seniors' Resource Center, Inc. (SRC) to provide transportation services for low-income, frail elderly, and handicapped Arvada citizens. The program has two full-time buses providing services in the Arvada area.

Return of funds from a loan repayment made to Developmental Disabilities Resource Center (DDRC) to allow funds to be made available for use by DDRC in 2013.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

Please see section above

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

The City has an array of policy and regulatory policies that are positive relative to their effect on affordable housing and residential investment in the community.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

Arvada's economy is largely defined in relation to the broader Denver metropolitan region that the city resides within. The city has strong commuter ties to job centers in Denver and in Boulder. Census data from the 2017 Longitudinal Employer-Household Dynamics indicate that 91 percent of Arvada residents commute to jobs outside the city. Around 44 percent of workers in Arvada have travel times that are longer than 30 minutes on average. Workers in the Education and Health Care Services sector in Arvada make up the highest share of workers, yet there are fewer jobs for these workers in the city. The inverse it true for the retail trade sector which represent the largest share of jobs in Arvada (18 percent). In the retail trade sector, there are more jobs (5,412 jobs) than workers (4,715 workers). The Arts, Entertainment, and Accommodation sector has a similar relationship, with the sector representing a high share of the total jobs (17 percent) and a smaller share of the works (11 percent). This relative concentration of retail jobs and service jobs, including food service, relative to higher concentrations of professional workers is common among many affluent suburban communities with high rates of commuters adjacent to strong, large regional economies like Denver's.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	824	199	2	1	-1
Arts, Entertainment, Accommodations	6,298	4,274	14	17	3
Construction	3,713	2,547	8	10	2
Education and Health Care Services	7,295	3,134	16	13	-3
Finance, Insurance, and Real Estate	3,237	1,578	7	6	-1
Information	1,447	154	3	1	-2
Manufacturing	4,405	2,495	10	10	0
Other Services	1,734	1,120	4	5	1
Professional, Scientific, Management Services	6,463	2,608	14	11	-3
Public Administration	0	0	0	0	0

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Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Retail Trade	5,921	5,172	13	21	8
Transportation and Warehousing	1,697	352	4	1	-3
Wholesale Trade	3,091	1,071	7	4	-3
Total	46,125	24,704	--	--	--

Table 40 - Business Activity

Data Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

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Labor Force

Total Population in the Civilian Labor Force	63,431
Civilian Employed Population 16 years and over	59,665
Unemployment Rate	5.96
Unemployment Rate for Ages 16-24	17.52
Unemployment Rate for Ages 25-65	4.40

Table 41 - Labor Force

Data Source: 2011-2015 ACS

Occupations by Sector	Number of People
Management, business and financial	17,280
Farming, fisheries and forestry occupations	2,355
Service	5,770
Sales and office	15,080
Construction, extraction, maintenance and repair	5,013
Production, transportation and material moving	3,090

Table 42 – Occupations by Sector

Data Source: 2011-2015 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	32,400	59%
30-59 Minutes	18,685	34%
60 or More Minutes	3,807	7%
Total	***54,892***	***100%***

Table 43 - Travel Time

Data Source: 2011-2015 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	1,818	160	915

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
High school graduate (includes equivalency)	10,670	605	2,470
Some college or Associate's degree	16,545	1,205	2,910
Bachelor's degree or higher	20,810	745	2,715

Table 44 - Educational Attainment by Employment Status

Data Source: 2011-2015 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	100	110	170	540	550
9th to 12th grade, no diploma	1,370	610	570	898	1,085
High school graduate, GED, or alternative	2,990	3,085	2,580	8,080	5,145
Some college, no degree	3,180	3,445	3,535	7,625	3,975
Associate's degree	335	1,190	1,390	3,505	970
Bachelor's degree	644	3,960	4,050	8,200	3,065
Graduate or professional degree	50	1,705	2,108	4,270	2,160

Table 45 - Educational Attainment by Age

Data Source: 2011-2015 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	57,789
High school graduate (includes equivalency)	123,569
Some college or Associate's degree	127,916
Bachelor's degree	198,536
Graduate or professional degree	255,233

Table 46 – Median Earnings in the Past 12 Months

Data Source: 2011-2015 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Workers in the Education and Health Care Services sector in Arvada make up the highest share of workers, yet there are fewer jobs for these workers in the city. The inverse it true for the retail trade

sector which represent the largest share of jobs in Arvada (18 percent). In the retail trade sector, there are more jobs (5,412 jobs) than workers (4,715 workers). The Arts, Entertainment, and Accommodation sector has a similar relationship, with the sector representing a high share of the total jobs (17 percent) and a smaller share of the works (11 percent). This relative concentration of retail jobs and service jobs, including food service, relative to higher concentrations of professional workers is common among many affluent suburban communities with high rates of commuters adjacent to strong, large regional economies like Denver's.

Describe the workforce and infrastructure needs of the business community:

One of the priorities in the City's Strategic Plan (FOCUS Arvada) is "Growth and Economic Development." The Plan acknowledges "The future of Arvada's prosperity and quality of life will be influenced largely by the City's ability to manage growth through intelligent economic development and strong fiscal policies. Good paying jobs, thoughtful transit oriented development and new housing, together with long term investments in the Wadsworth Corridor, will define managed growth in Arvada." Many of the city's economic development objectives have already been met including creating $350 million in private sector capital investments (buildings, furniture, fixtures and equipment) and adding 1,000 new jobs from businesses located in urban centers and corridors. However, the City is still working to create 800 new non-retail jobs from businesses, within the following targeted industries: medical, manufacturing, research and development, biomedical, energy, enabling technology, and professional services. The Arvada Economic Development Association's 2018 Strategic Plan identifies a similar need to focus new business development on these targeted industries and in urban centers and corridors.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

As revealed in Table 50, Arvada residents have a relatively high level of educational achievement. For residents between 18 and 65 years of ages, 37 percent or 34,793 workers have achieved at least an associates degree. Table 51 reveals that earnings are highest among residents with at least some level of college or more. The job opportunity for higher payed sectors that require higher education are not the most abundant in Arvada, for example the information sector only constitutes 0.38% of the total job share in the city. Likewise, the Finance, Insurance, and Real Estate sector only constitutes 6 percent of the job share. As noted earlier, Arvada has a relative concentration of retail jobs and service jobs coupled with higher concentrations of professional workers. This mismatch is common among many

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affluent suburban communities with high rates of commuters adjacent to strong, large regional economies like Denver's.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Unknown

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

No.

Discussion

The City Comprehensive Plan 2014 and its components help to direct and control economic growth in the city. The Arvada Economic Development Association completed a Strategic Plan in 2018 that guides new business development, business growth and stability, marketing, and strategic partnerships.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Yes. As discussed in the Needs Assessment section of this Consolidated Plan (specifically NA-40), low-income households and residents belonging to a racial/ethnic minority are more affected by housing problems. Maps from HUD's Affirmatively Furthering Fair Housing Tool (AFFH-T) reveal Census tracts in the city's southeast and northeast corned have relatively high rates of cost burden and that Hispanic populations are the most concentrated along the south and eastern edge of the city. Individuals of Russian origin are concentrated in the city's southeast and north east areas where there are higher rates of cost burden.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Hispanic populations are the most concentrated along the south and eastern edge of the city. These concentrated areas also correspond with areas of higher population density overall. Census tracts in the city's southeast and northeast corned also have relatively high rates of cost burden. The housing cost burden by nation of origin map below reveals that there are also nation of origin concentration the correspond areas of higher rates of cost burdened households. Specifically, individuals of Russian origin are concentrated in the city's southeast and north east areas where there are higher rates of cost burden.

What are the characteristics of the market in these areas/neighborhoods?

The areas of higher concentrations of racial and ethnic minorities, especially Hispanic residents, coincide with areas of higher housing needs, as revealed in the cost burden maps. There areas also overlap with areas of more limited access to opportunity. Generally, the southeast and eastern portions of the city have lower school performance, higher rates of poverty, and poorer environmental health as conveyed by the HUD AFFH mapping tool.

Are there any community assets in these areas/neighborhoods?

These areas do have closer proximity to employment and job centers as well as higher rates of affordable rental units.

Are there other strategic opportunities in any of these areas?

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The City is addressing these concerns in many ways. The City Council Strategic Plan includes the following strategic results related to housing: Beginning in 2019, 25% of new housing is located in urban centers and corridors. By 2019, 25% of new housing will be located in neighborhoods or developments that incorporate a mix of lot sizes, development densities and housing types and styles. By 2019, facilitate the development of one attainable senior housing development containing at least 50 units. By December 2017, develop a map of potential sites appropriate/suitable for attainable housing developments to be used for City Council discussion and neighborhood outreach in association with the Hometown Colorado Initiative. Following the adoption of the City Council Strategic Plan, the City tasked Leadership Team members to help find ways to bridge the housing gap for households with low and moderate incomes.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Area Name:	Area Type:	Other Target Area Description:	HUD Approval Date:	% of Low/ Mod:	Revital Type:	Other Revital Description:	Identify the neighborhood boundaries for this target area.	Include specific housing and commercial characteristics of this target area.	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Identify the needs in this target area.	What are the opportunities for improvement in this target area?	Are there barriers to improvement in this target area?

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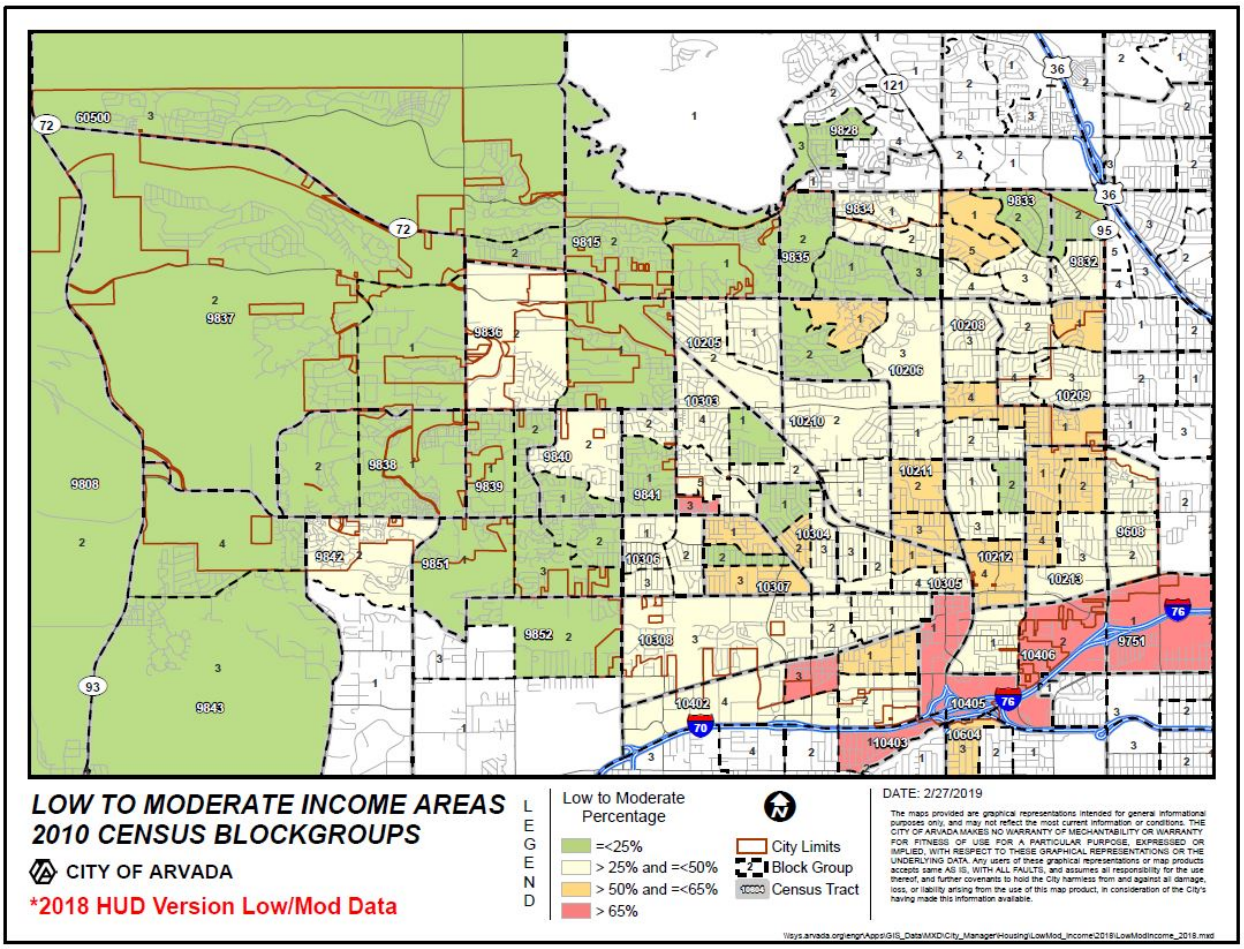
Table 47 - Geographic Priority Areas

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA

for HOPWA)

A City focus is on the G Line corridor and areas of opportunity for housing development or redevelopment. The forthcoming City Housing Strategy will help identify any general allocation priorities.



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SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	**Priority Need Name**	accommodate diverse incomes and all ages & ability
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Families with Children Elderly
	Geographic Areas Affected	
	Associated Goals	neighborhood and accessible housing
	Description	Plan for a range of neighborhoods and accessible housing of different tenure types to accommodate diverse incomes and all ages and abilities.
	Basis for Relative Priority	City Comprehensive Plan and City Housing Strategy
2	**Priority Need Name**	need for workforce or assisted housing
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Frail Elderly
	Geographic Areas Affected	

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	Associated Goals	neighborhood and accessible housing special needs and senior housing workforce and assisted housing
	Description	Encourage development of workforce or assisted housing throughout Arvada
	Basis for Relative Priority	City Comprehensive Plan and City Housing Strategy
3	**Priority Need Name**	Maintain and improve housing stock
	Priority Level	High
	Population	Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	maintain and improve housing and neighborhoods Rental Units Rehabilitated
	Description	Maintain and improve the quality of the existing housing stock in Arvada and revitalize the physical and social fabric of neighborhoods that are in decline.
	Basis for Relative Priority	City Comprehensive Plan and City Housing Strategy
4	**Priority Need Name**	opportunities for special needs & senior housing
	Priority Level	High

	Population	Elderly Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	neighborhood and accessible housing special needs and senior housing
	Description	Provide opportunities for special needs and senior housing in Arvada.
	Basis for Relative Priority	City Comprehensive Plan and City Housing Strategy
5	**Priority Need Name**	development of human resources
	Priority Level	Low

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	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Chronic Homelessness Families with Children Mentally Ill veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Facilitate development of human resources
	Description	Facilitate development of human resources.
	Basis for Relative Priority	City Comprehensive Plan and City Housing Strategy

Narrative (Optional)

The City Comprehensive Plan identifies Goals related to housing and community development priority goals that reflect priority needs. The forthcoming City Housing Strategy will lay out a housing strategy for the City to pursue.

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SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Apartment vacancies have gradually fallen in Arvada, Jefferson County and the Denver Metropolitan Area over the past decade. The City's multifamily housing stock represents about 29 percent of all housing, and very few units are currently vacant, though rents remain slightly lower than in surrounding communities.
TBRA for Non-Homeless Special Needs	Apartment vacancies have gradually fallen in Arvada, Jefferson County and the Denver Metropolitan Area over the past decade. The City's multifamily housing stock represents about 29 percent of all housing, and very few units are currently vacant, though rents remain slightly lower than in surrounding communities.
New Unit Production	The cost of land suitable for new unit production is expected to increase markedly as demand increases and the need for expanded amounts of both Federal and State housing assistance available to local communities to assist in the production of affordable housing will increase as well.
Rehabilitation	As the metro area economy improves, it is expected that the availability of qualified contractors to perform rehabilitation construction will become tighter and that costs for such work will increase as well.
Acquisition, including preservation	The cost of existing affordable housing developments available for purchase is expected to increase markedly as demand increases. The need for expanded amounts of both Federal and State housing assistance available to local communities to assist in the production of affordable housing will increase as well.

Table 49 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	469,996	75,000	0	544,996	2,000,000	
General Fund	public - local	Public Services	185,000	0	0	185,000	740,000	
Section 8	public - federal	Housing	4,000,000	0	0	4,000,000	16,000,000	
Other	public - federal	Other	682,995	0	0	682,995	0	CDBG-CV funds to be used to prevent, prepare for and respond to the Coronavirus.

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - local	Acquisition Admin and Planning Housing Public Improvements Public Services	1,000,000	0	0	1,000,000	1,000,000	Reuse of repaid funds

Table 50 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG will be critical to allow for and encourage leveraging of other private and city funds for housing and community development activities

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Unknown. The forthcoming City Housing Strategy may identify potential uses for available public land

Discussion

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SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
ARVADA	Government	Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services	Jurisdiction

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City created the Human Services Advisory Committee and funded it again with funding in 2020 set at $185,000 in City funds for the Human Services. The fund will be used to provide assistance to non-profit public service groups to provide assistance to an array of special needs clients in the City. The citizen membership on the Human Services Advisory Committee will also be utilized to advise the City on funding allocations using CDBG funds for public services to insure a broader level of citizen participation in the funding process.

The City of Arvada has participated in the CDBG Program since 1976. It is expertly situated to use and effectively apply CDBG funding to community needs and goals.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	

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Street Outreach Services			
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse			
Child Care	X		
Education	X		
Employment and Employment Training	X		
Healthcare	X		
HIV/AIDS			
Life Skills	X		
Mental Health Counseling	X		
Transportation	X		
Other			

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The City collaborates with a variety of non profit and other governmental entities to fund services for these special needs populations.

The City is a supporter of the Metropolitan Denver Homeless Initiative (MDHI). The City has been supportive of the joint efforts through this valuable effort. In 2019, the City consistently found applicable notifications of funding applications by homeless service providers to be consistent with the City Consolidated Plan and the City issued Certifications of Consistency for the following funding requests and those findings were submitted when requested as documentation for funding applications made by MDHI.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The Metropolitan Denver Homeless Initiative (MDHI). The City has been supportive of the joint efforts through this valuable effort. In 2019, the City consistently found applicable notifications of funding applications by homeless service providers to be consistent with the City Consolidated Plan and the City issued Certifications of Consistency for the following funding requests and those findings were submitted when requested as documentation for funding applications made by MDHI.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

Regional Partnerships

The most significant special housing need identified in Arvada for special needs populations involves supportive housing and Section 8 rental assistance for female headed households; shelter and transitional housing for victims of domestic abuse, additional affordable rental housing and housing rehabilitation programs for the elderly such as congregate and independent living facilities; additional housing with selective supportive services for the frail elderly; and rental assistance and supportive services for female headed households with children. All these special needs populations will require additional federal and state resources to provide the financing and subsidies necessary to those various groups and governmental agencies who work with these populations. Specialized new housing for special needs populations may be best accomplished by qualified nonprofit and specialized profit motivated corporations that the City can assist.

The current and continuing failure of the Federal government to substantially and permanently reduce an array of burdensome HUD program regulations will exacerbate the continuing decline in Federal financial assistance resulting in a reduction of services provided through that funding. The City will continue to provide support and representation through professional groups and others like the National Association of Housing and Redevelopment Officials to inform the public and decision makers of the problems caused by the decline in Federal support for housing and community development and the need for additional funding and program deregulation.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	neighborhood and accessible housing	2020	2024	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development		accommodate diverse incomes and all ages & ability need for workforce or assisted housing opportunities for special needs & senior housing	reuse of repaid other funds: $500,000	Homeowner Housing Added: 20 Household Housing Unit
2	workforce and assisted housing	2020	2024	Affordable Housing		need for workforce or assisted housing	Section 8: $20,000,000 reuse of repaid other funds: $110,000	Tenant-based rental assistance / Rapid Rehousing: 508 Households Assisted
3	maintain and improve housing and neighborhoods	2020	2024	Affordable Housing Non-Housing Community Development		Maintain and improve housing stock	CDBG: $1,250,000 reuse of repaid other funds: $375,000	Homeowner Housing Rehabilitated: 100 Household Housing Unit Rental Rehabilitation: 100

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	special needs and senior housing	2020	2024	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development		need for workforce or assisted housing opportunities for special needs & senior housing	reuse of repaid other funds: $665,000	Rental units constructed: 122 Household Housing Unit
5	Facilitate development of human resources	2020	2024			development of human resources	CDBG: $375,000 General Fund: $925,000	Public service activities other than Low/Moderate Income Housing Benefit: 11000 Persons Assisted

Table 53 – Goals Summary

Goal Descriptions

1	**Goal Name**	neighborhood and accessible housing
	Goal Description	GOAL N-1: Plan for a range of neighborhoods and accessible housing of different tenure types to accommodate diverse incomes and all ages and abilities. The City and Habitat for Humanity are partnering on the development of affordable homeowner housing to be completed during the term of the plan.

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2	**Goal Name**	workforce and assisted housing
	Goal Description	GOAL N-2: Encourage development of workforce or assisted housing throughout Arvada. The Section 8 Housing Choice Voucher Program has the Goal for providing 508 tenant based vouchers during the term of the plan. The Housing Strategy Incentive Fund is anticipated to assist affordable housng development during the term of the plan.
3	**Goal Name**	maintain and improve housing and neighborhoods
	Goal Description	GOAL N-3: Maintain and improve the quality of the existing housing stock in Arvada and revitalize the physical and social fabric of neighborhoods that are in decline. The City will operate the Essential Home Repairs Program with an estimated 20 units completed each year during the term of the plan. The City will support efforts to preserve and rehabilitate affordable rental units.
4	**Goal Name**	special needs and senior housing
	Goal Description	GOAL N-4: Provide opportunities for special needs and senior housing in Arvada. The City is supporting and providing assistance for the development of two new affordable senior housing developments of 72 and 50 units by private sector partners during the term of the plan.
5	**Goal Name**	Facilitate development of human resources
	Goal Description	GOAL E-2: Facilitate development of human resources. The City is providing CDBG and City funds for supporting non-profit partners for the provision of crucial human services for low and moderate income households during the term of the plan.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Goals will be better established upon completion of the City Housing Strategy especially the Housing Strategy Incentive Fund. The current estimate for the number of households to be assisted as encompassed by the Consolidated Plan is 750.

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SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

No Public Housing within the community

Activities to Increase Resident Involvements

No Public Housing within the community

Is the public housing agency designated as troubled under 24 CFR part 902?

N/A

Plan to remove the 'troubled' designation

No Public Housing within the community

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

The City has an array of policy and regulatory policies that are positive relative to their effect on affordable housing and residential investment in the community.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City updated an Analysis of Impediments to Fair Housing Choice—City of Arvada, Colorado in 2012 and is currently conducting a new study in 2019 in concert with Jefferson County and the City of Lakewood

The Colorado Housing Assistance Corporation (CHAC) and the City of Arvada offer a NEW program to assist eligible first-time homeowners in Arvada. The program provides low-interest, flexible loans to low- and moderate-income first-time home buyers for down payment and closing cost assistance.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City participates as part of the MDHI and stakeholders in the seven county metro Denver area conducted a Point-In-Time (PIT) survey. This overview provides responses from interviewees and anyone in the household.

The City helped spearhead a new Jefferson County Homeless count in 2019 and anticipates this count to be annual or once every two years; and participates in the Denver Metro PIT homeless count as well.

Addressing the emergency and transitional housing needs of homeless persons

The City provides direct support to Colorado Homeless Families based in Arvada and the Arvada Housing Authority has the Bridges to Opportunity Program which is a self sufficiency program for at risk or homeless households with the Arvada Community Table.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Homelessness is on the rise in Arvada and throughout Colorado. Recent data shows that families experiencing homelessness are increasing in number faster than any other group. In our community, homelessness is increasingly affecting families with children, the under-employed, veterans and individuals with mental health or substance-abuse issues. The City of Arvada is collaborating with various organizations and agencies in a variety of ways to help address this growing concern. Service Navigators-The City is participating in a regional program in partnership with Heading Home Jeffco, social and mental health workers, and Jefferson County, Lakewood, Wheat Ridge and Golden. This program will utilize a team of Service Navigators who will connect individuals experiencing homelessness with services ranging from the Community Table to County Social, Mental Health and Employment Services. This initiative will begin Jan. 1, 2020. Other Regional Partnerships A regional approach through partnerships with elected officials and other agencies and organizations have resulted in: Severe Weather Shelters have been established in Jefferson County through partnerships between local churches, non-profits, and community volunteers. Housing programs are being explored

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at a regional and local level. The partnership between the Arvada Housing Authority and the Community Table's Bridges to Opportunity program provides housing assistance to 25 homeless or at-risk of homelessness individuals and families in addition to case management services. The partnership between the Arvada Housing Authority and Colorado Homeless Families provides housing assistance to homeless or at-risk of homelessness individuals and families in addition to case management services. Arvada Police Elder Abuse Detective The City of Arvada's Police Department has a dedicated full-time police officer to assist with the needs of Arvada's senior population.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

Homelessness is on the rise in Arvada and throughout Colorado. Recent data shows that families experiencing homelessness are increasing in number faster than any other group. In our community, homelessness is increasingly affecting families with children, the under-employed, veterans and individuals with mental health or substance-abuse issues. The City of Arvada is collaborating with various organizations and agencies in a variety of ways to help address this growing concern. Arvada Police Proactive Measures. Over the past several years, the Arvada Police Department has applied significant additional resources to address homelessness. Most recently, the Police Department has developed a new response team: the Community, Outreach, Resource and Enforcement (CORE) team. This new team is dedicated to ensuring public safety and a high quality of life throughout the entire city. The CORE team will begin by focusing its efforts in the area south of W. 58th Avenue and east of Allison Street. They will be working closely with all members of the community to develop an appropriate response to any issues that may arise. Officers will open lines of communication with residents, visitors, business owners and the homeless population with the goal to find resource-based solutions. It is important to note that this team will also deploy strategic enforcement efforts when providing resources becomes ineffective. If individuals experiencing homelessness are breaking the law, our officers will take appropriate action just as they would with any other individual. Updated Ordinances. Service Navigators- The City is participating in a regional program in partnership with Heading Home Jeffco, social and mental health workers, and Jefferson County, Lakewood, Wheat Ridge and Golden. This program will utilize a team of Service Navigators who will connect individuals experiencing homelessness with services ranging from the Community Table to County Social, Mental Health and Employment Services. This initiative will begin Jan. 1, 2020. Other Regional Partnerships. A regional approach through partnerships with elected officials and other agencies and organizations have resulted in: Severe Weather Shelters have been established in Jefferson County through partnerships between local churches, non-profits, and community volunteers. Housing programs are being explored at a regional and local level. The partnership between the Arvada Housing Authority and the Community Table's Bridges to Opportunity program provides housing assistance to 25 homeless or at-risk of homelessness individuals and families in addition to case management services. The partnership

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between the Arvada Housing Authority and Colorado Homeless Families provides housing assistance to homeless or at-risk of homelessness individuals and families in addition to case management services. Arvada Police Elder Abuse Detective The City of Arvada's Police Department has a dedicated full-time police officer to assist with the needs of Arvada's senior population.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The City Essential Home Repairs housing rehabilitation program includes a section designed to address the issue of lead based paint as stated below regarding its compliance with applicable law and regulations:

(b) Lead Hazard and Lead Based Paint Regulations:

The Residential Lead-Based Paint Hazard Reduction Act of 1992, or Title X Sections 1012 and 1013 of the Housing and Community Development Act of 1992, related regulations of the Environmental Protection Agency, the Occupational Health and Safety Administration, and Regulation No. 19 of the Colorado Air Quality Control Commission

How are the actions listed above related to the extent of lead poisoning and hazards?

The actions above are intended to insure the Essential Home Repairs Program addresses issues regarding testing for and addressing lead based paint during housing rehabilitation

How are the actions listed above integrated into housing policies and procedures?

The Essential Home Repairs Program provides for Notice of Lead-Based Paint Inspection and Risk Assessment as part of its process. In addition the costs of lead based paint mitigation are included as eligible costs for the program as stated below.

4.1 Eligible Costs

Eligible costs include expenses to meet the following items. All determinations of eligible costs by the City are final.

(a) Essential Home Repairs Minimum Design and Property Rehabilitation Standards (PRS) (Part II), lead hazard and abatement measures, related air quality and energy conservation measures, and measures to establish a readily maintainable condition.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City Comprehensive Plan includes a Goal for a range of housing related policies that serve to reduce the number of poverty level families or households by providing for more affordable housing options dispersed at appropriate locations in the City. That Goal and Polices are listed below;

GOAL N-1: Plan for a range of neighborhoods and accessible housing of different tenure types to accommodate diverse incomes and all ages and abilities.

POLICY N-1.1: Range of Residential Categories

The Land Use Plan will include a mix of residential land use categories and minimum densities ranging from low density single-family homes to multi-family housing of different tenure types in mixed-use activity centers, in order to encourage varied housing needs.

POLICY N-1.2: Site Planning to Promote Variety

The City will encourage new neighborhoods that incorporate a mix of lot sizes, development densities, and housing types and styles.

POLICY N-1.3: Live-Work Units

The City will encourage live and work quarters to be combined in the same building in appropriate areas, as long as it does not adversely affect the neighborhood. Live-work units could potentially be located in redevelopment areas or retrofitted in existing neighborhoods.

GOAL N-2: Encourage development of workforce or assisted housing throughout Arvada.

POLICY N-2.1: Dispersed Workforce or Assisted Housing

The City will require a range of new workforce or assisted housing to appropriate dispersed locations throughout the City, integrated with new, existing, and redeveloping neighborhoods.

POLICY N-2.2: Disperse Low-Income Assisted Housing and Improve Southeast Arvada Housing

The City will discourage development of additional lowincome assisted housing in Southeast Arvada. Instead, the City will use incentives and other programs to improve the condition of existing housing stock in the area, as well as encouraging the development of assisted housing throughout the City.

POLICY N-2.3: Continue Support of Section 8 Housing Choice Voucher Program

The City will support the efforts of the Arvada Housing Authority to retain adequate funding for the Section 8 housing program by working to get federal funds and by providing needed local in-kind support and financial support.

POLICY N-2.4: Exploring Creation of Additional Financial Assistance for Affordable Housing

The City will explore the creation of additional financial assistance for affordable housing by exploring such tools as a local housing trust fund, inclusionary zoning, local fee and tax incentives, tax increment financing and the Low-income Housing Tax Credit program.

POLICY N-2.5: Homeownership

The City will promote the development of affordable owner occupied housing for moderate income and first time homebuyers, and offer a range of housing types.

POLICY N-2.6: Mixed Income Projects

The City will promote the development of mixed-income projects that combine market rate housing with affordable housing.

POLICY N-2.7:Transit Stations

The City will encourage workforce housing near transit stations where appropriate

In addition, the city comprehensive Plan includes a Goal and related polciy to address human service needs that directly assist in providing relevant services that can reduce poverty for families:

GOAL E-2: Facilitate development of human resources.

POLICY E-2.1: Human Services

Arvada will work with partners to facilitate necessary human services, including but not limited to: homeless shelters, transitional housing, at-risk youth services, teen and youth activities, satellite police stations, senior housing, neighborhood community centers, medical facilities, as well as hospice and day-care facilities.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

These poverty reducing goals, programs and policies are included as part of the primary City planning and policy document that is adopted by the City that guides City operations and activities with the Comprehensive Plan.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring Plans

a. The City of Arvada will use a variety of monitoring tools to measure and evaluate the progress it has made on the Consolidated Plan. Specific reports or monitoring mechanisms that will be utilized include:

(1) Arvada Housing Authority Annual Report - The City will obtain a copy of and review the progress made by the Arvada Housing Authority in its annual report due normally in July/August of each year.

(2) Essential Home Repairs Program Report - The Essential Home Repairs Program will produce quarterly reports to allow tracking of individual client cases. That report will be placed in a computerized data base and will allow for reporting to measure productivity for the program. The Essential Home Repairs Program will also produce a year end report that will detail the number of units produced essential characteristics of program beneficiaries, and the amount of funding utilized. A separate annual report will also be prepared regarding client surveys of the program.

(3) CAPER Report - The City will prepare and submit to the US Department of Housing and Urban Development its annual CAPER Report which provides information on the accomplishments and use of CDBG funding utilized by the City.

(4) IDIS reports - The City will update on a quarterly basis the characteristics and numbers of clients or households assisted with CDBG funding through the IDIS system maintained and operated by the US Department of Housing and Urban Development.

(5) Quarterly Subrecipient reports – The City will require and monitor quarterly reports submitted by subrecipients of CDBG funding.

(6) Arvada is embarking on a new way of doing business - FOCUS. This integrated performance management system is a change for how our staff looks at what we do each day. It provides data for decision making and helps drive funding for the many programs Arvada citizens want and need. It is an ongoing process. The City utilizes its FOCUS reporting and monitoring system to provide information to City decsionmakers and citizens on the progress of the City toward specific goals and objectives set by the City Council.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	469,996	75,000	0	544,996	2,000,000	
General Fund	public - local	Public Services	185,000	0	0	185,000	740,000	
Section 8	public - federal	Housing	4,000,000	0	0	4,000,000	16,000,000	
Other	public - federal	Other	682,995	0	0	682,995	0	CDBG-CV funds to be used to prevent, prepare for and respond to the Coronavirus.

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - local	Acquisition Admin and Planning Housing Public Improvements Public Services	1,000,000	0	0	1,000,000	1,000,000	Reuse of repaid funds

Table 54 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG will be critical to allow for and encourage leveraging of other private and city funds for housing and community development activities

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If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Unknown. The forthcoming City Housing Strategy may identify potential uses for available public land

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	workforce and assisted housing	2015	2019	Affordable Housing		need for workforce or assisted housing	CDBG: $126,068 General Fund: $500,000	Rental units constructed: 50 Household Housing Unit Homeowner Housing Added: 20 Household Housing Unit
3	maintain and improve housing and neighborhoods	2015	2019	Affordable Housing Non-Housing Community Development		Maintain and improve housing stock need for workforce or assisted housing opportunities for special needs & senior housing	CDBG: $175,000 reuse of repaid other funds: $75,000	Homeowner Housing Rehabilitated: 20 Household Housing Unit

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	special needs and senior housing	2014	2019	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development		accommodate diverse incomes and all ages & ability development of human resources opportunities for special needs & senior housing	General Fund: $665,000 Section 8: $4,000,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 72 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 508 Households Assisted
5	Facilitate development of human resources	2014	2019			accommodate diverse incomes and all ages & ability development of human resources	CDBG: $75,000 General Fund: $185,000	Public service activities other than Low/Moderate Income Housing Benefit: 2200 Persons Assisted

Table 55 – Goals Summary

Goal Descriptions

2	**Goal Name**	workforce and assisted housing
	Goal Description	City is providng through the Housing Authority vacant land to Habitat for Humanity for homeownership for low/moderate income households. Land valued at $500,000 estimate. Also includes intention to fund a Housing Strategy Incentive Fund for unspecfied affordable housing development support.
3	**Goal Name**	maintain and improve housing and neighborhoods
	Goal Description	The Essential Home Repairs Program

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4	**Goal Name**	special needs and senior housing
	Goal Description	City is providing support and assistance for the development of a LIHTC project for affordable housing for senior citizens. $165,000 in fee reductions are being provided by the City as well as consideration of a maximum $500,000 loan with flexible repayment terms to be determined in examining the financial gap for the project, The budget for 2020 for the Section 8 Housing Choice Voucher Program estimated at $4,000,000.
5	**Goal Name**	Facilitate development of human resources
	Goal Description	Public service activities through quaified non-profit entities as recommended by the City Human Services Advisory Committee

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Projects

AP-35 Projects – 91.220(d)

Introduction

City of Arvada intends to use an estimated $450,000 in 2020 CDBG for the Essential Home Repairs Program, public services, housing development incentive fund and program administration

Projects

#	Project Name
1	Essential Home Repairs Program
2	Human Services Funding Pool
3	CDBG Program Administration
5	CV- Non-Congregate Shelter
6	CV- Emergency Payments (Rent/Mortgage)
7	CV- Severe Weather Shelter Network
8	CV3-Public Services

Table 56 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Forthcoming City Housing Strategy will help to better define these needs and obstacles

AP-38 Project Summary

Project Summary Information

OMB Control No: 2506-0117 (exp. 09/30/2021)

1	**Project Name**	Essential Home Repairs Program
	Target Area	
	Goals Supported	maintain and improve housing and neighborhoods
	Needs Addressed	Maintain and improve housing stock
	Funding	CDBG: $285,000 reuse of repaid other funds: $75,000
	Description	Essential Home Repairs Program - Housing Rehabilitation Assistance and program delivery costs
	Target Date	12/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	20 low moderate income homewoners
	Location Description	City of Arvada
	Planned Activities	Essential Home Repairs Program. Also the Help for Homes Program and the Safe and Accessible Arvada Program
2	**Project Name**	Human Services Funding Pool
	Target Area	
	Goals Supported	Facilitate development of human resources
	Needs Addressed	accommodate diverse incomes and all ages & ability development of human resources
	Funding	CDBG: $75,000 General Fund: $185,000
	Description	CDBG Funding pool for human services needs as identified by the City Human Services Advisory Committee. The Human Services Advisory Committee advises the City Council on the allocation of funding from the Human Services funding pool, as well as the funding for public services from the Community Development Block Grant. They meet generally two times per year in the evening. This is a volunteer appointment. Terms are for three years. You must be a resident of the City of Arvada to apply.VacanciesNOTE: There are currently no vacancies on this committee. ContactFor more information, please contact Ed Talbot.
	Target Date	12/31/2020

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	Estimate the number and type of families that will benefit from the proposed activities	2200 households
	Location Description	City of Arvada
	Planned Activities	Planned activities for this project include funding various non-profit organizations that provide services of benefit to low/moderate income households. Services range from meals for critically ill individuals to rental assistance for unstably housed families.
3	**Project Name**	CDBG Program Administration
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: $93,928
	Description	Provision of funding for CDBG Program administration
	Target Date	12/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	NA
	Location Description	City of Arvada
	Planned Activities	CDBG Program Administration
4	**Project Name**	CV- Non-Congregate Shelter
	Target Area	
	Goals Supported	Facilitate development of human resources
	Needs Addressed	development of human resources
	Funding	CDBG-CV: $126,000
	Description	Non-congregate shelter for persons experiencing homelessness exposed to or infected with COVID-19
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	100

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	Location Description	Individuals experiencing homelessness in Arvada who have been exposed to or infected with COVID-19 are referred to a motel located in Wheat Ridge, CO for shelter.
	Planned Activities	Planned actitivities include the payment of motel rooms for individuals who are homeless and at high risk of COVID 19.
5	**Project Name**	CV- Emergency Payments (Rent/Mortgage)
	Target Area	
	Goals Supported	Facilitate development of human resources
	Needs Addressed	development of human resources
	Funding	CDBG-CV: $50,000
	Description	Rent/Mortgage Relief to Arvada residents impacted by COVID-19
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	2555
	Location Description	Residents of Arvada, CO
	Planned Activities	Planned activities include the payment of rent or mortgage assistance to households impacted by COVID-19.
6	**Project Name**	CV- Severe Weather Shelter Network
	Target Area	
	Goals Supported	Facilitate development of human resources
	Needs Addressed	development of human resources
	Funding	CDBG-CV: $100,525
	Description	To provide financial support to the Severe Weather Shelter Network to provide cold weather sheltering to people experiencing homelessness and for motel vouchers for persons experiencing homelessness and high risk for COVID-19.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	100
	Location Description	Area motels in Arvada and Wheat Ridge, CO

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	Planned Activities	Assist homeless individuals at high risk of COVID with overnight sheltering in motel rooms.
7	**Project Name**	CV3-Public Services
	Target Area	
	Goals Supported	Facilitate development of human resources
	Needs Addressed	development of human resources
	Funding	CDBG-CV: $406,470
	Description	This funding will be used for various public service activities such as case management, motel vouchers, emergency payments, security deposits, etc.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Residents of Arvada, CO
	Planned Activities	Planned activitities include non-congregate sheltering and security deposit assistance for homeless individuals.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

City of Arvada

Geographic Distribution

Target Area	Percentage of Funds

Table 57 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City intends to provide TBRA through the Housing Choice Voucher Program, the Essential Home Repairs Program, homeowner purchase assistance, gap financing and other support for affordable housing development and preservation, assistance to disabled households for accesibility, and help for home.

Assistance will also be leveraged through the use of CDBG for collaboration with non profit and other service providers to assist special needs and low/moderate income households with public services as appropriate.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	548
Special-Needs	122
Total	670

Table 58 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	508
The Production of New Units	142
Rehab of Existing Units	20
Acquisition of Existing Units	0
Total	670

Table 59 - One Year Goals for Affordable Housing by Support Type

Discussion

Projects anticiapted include one assited senior project new construction of 72 units, one assited senior project new construction of 50 units, and 508 Section 8 Housing Choice Voucher Program households, and 20 homeowner rehab units, and 20 homebuyer units.

AP-60 Public Housing – 91.220(h)

Introduction

No Public Housing within the community

Actions planned during the next year to address the needs to public housing

No Public Housing within the community

Actions to encourage public housing residents to become more involved in management and participate in homeownership

No Public Housing within the community

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

No Public Housing within the community

Discussion

No Public Housing within the community

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City participates as part of the MDHI and stakeholders in the seven county metro Denver area conducted a Point-In-Time (PIT) survey. This overview provides responses from interviewees and anyone in the household.

In addition, the City supports:

CCH Combined Services Only Project - This is a Colorado Coalition for the Homeless Project 'Services Only' grant seeking renewal funding. Project services are provided to homeless single adults and homeless families with children. All counties of Metropolitan Denver benefit from this project. Sub-recipient agencies are STRIDE, ACCESS Housing Empowerment, St Francis Center, Mental Health Center of Boulder & Broomfield; Gateway Battered Women's Services; Jeffco Action Center. This project provides coordinated intake and assessment and access to critical supportive services and case management. Serves all homeless in 7 county area.

CCH – HMIS CoC Project – This renewal project benefits all cities & counties in CoC jurisdiction. It provides funding to support the Lead Agency in the provision of HUD mandated reporting and tracking of homeless service provision and housing placement. This grant allows for maintaining our current capacity providing user training, system administration activities, reporting and software upgrades for entire 7 county CoC geographic area.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City provides direct support to Colorado Homeless Families based in Arvada and the Arvada Housing Authority and the Bridges to Opportunity self sufficiency program for at risk or homeless households with the Arvada Community Table.

In addition, the City supports:

Colorado Division of Housing Metro 1 Consolidated – Sub-grantees: Jefferson Center for Mental Health, Colorado Coalition for the Homeless, Mental Health Center of Denver, Mental Health Center Serving Boulder and Broomfield Counties, Aurora Mental Health Center, Community Reach Center, and Arapahoe/Douglas Mental Health Network City(ies) and County(ies) served: Arvada, Aurora, Boulder,

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Brighton, Broomfield, Cherry Hills Village, Commerce City, Denver, Edgewater, Englewood, Evergreen, Federal Heights, Glendale, Golden, Greenwood Village, Highlands Ranch, Lafayette, Lakewood, Littleton, Louisville, Lowry, Montbello, Northglenn, Sheridan, Superior, Thornton, Westminster and Wheat Ridge. Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas and Jefferson. The purpose of this grant application is to renew a tenant based Permanent Supportive Housing Rental Assistance Program that provides on-going rental assistance matched with case management, treatment and other supportive services to homeless and formerly homeless persons with disabilities in the seven-county Metro Denver area. This program is administered through a partnership between seven non-profit human service agencies and the Colorado Division of Housing. The local human service agencies provide the outreach, case management, treatment and other supportive services and DOH administers the rental subsidy.

A Place to Call Home (Family Tree) – Provides 30 tenant based vouchers along with supportive services and case management for chronically homeless families and individuals in scattered sites across the metro area.

CCH Rapid Re-Housing Demo Project – Serves families in scattered sites throughout the CoC geographic area. Project is implemented cooperatively by four organizations. It is designed to meet the needs of homeless families with dependent children by assessing their needs and targeting housing and service interventions based on the project assessments. Moves eligible families from the streets or shelters into appropriate housing as quickly as possible. Project designed to reduce average shelter stays for families thereby creating shelter space for newly homeless.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City supports:

ACCESS Housing, Arapahoe House, Colorado Coalition for the Homeless, Inter-Faith Community Services and STRIDE. This is a tenant based Transitional Housing Rental Assistance Program that provides on-going rental assistance matched with case management, treatment and other supportive services to homeless families in the seven-county Metro Denver area. Referrals are accepted from the entire MDHI area for this project. In the past the project has had referrals from all counties included in MDHI that were eventually served by an agency. .Participants are provided with rental assistance to secure safe and affordable housing and have required case management services to assist the families in accessing needed community services such as: parenting classes to improve family dynamics, nutritional classes, relapse prevention skills to ensure long term recovery of previous substance abuse issues, direct case manager assistance applying for needed community services such as TANF, Food stamps, Child Care

assistance, State Health insurance discount programs, and monitoring of children's immunizations.

CCH Homeless No More – Sub-grantees: Interfaith Community Services, ACCESS Housing, Family Tree, City(ies) and County(ies) served: Arapahoe County, Adams County, City of Westminster, City of Arvada, City of Aurora, Jefferson County, City of Lakewood. The Homeless No More Project is seeking renewal funding for its 19th year of providing supportive services to 70 homeless families (at capacity) from throughout the 7 county metro area, who are transitioning to permanent housing. Homeless No More is a supportive services only project. There are four non-profit agencies in the Metropolitan Denver area which deliver the project services. These agencies include Colorado Coalition for the Homeless, Family Tree, ACCESS Housing, and Interfaith Community Services. This project minimizes the risk of re-occurrence of homelessness and also minimizes the risk of re-entry into the emergency shelter system. Participant families receive financial assistance for move-in costs along with supportive services in locating suitable permanent housing, leasing up, and maintaining housing stability.

CCH Consolidated Permanent Supportive Housing - Project is a consolidation of four previously funded permanent supportive housing projects. The over arching purpose of this project is to provide permanent supportive housing to homeless individuals with disabilities both physical and mental along with the chronically homeless. The consolidate project provides 83 housing units that are locate in five different housing facilities. Outreach done and applications for assistance from entire CoC jurisdiction.

CCH Transitional Housing Voucher Program - Project serves households with children and has placed participants in every county and municipality in the MDHI CoC area. .Project services are delivered by ACCESS Housing, and CCH. This project in its 18th year now uses a model of scattered site housing empowering families to participate in transitional housing while living in homes and neighborhoods they choose themselves. Private rental units and leasing assistance utilized allowing families exiting the program to lease on their own the home they were receiving assistance with enhancing potential for long term housing stability.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City supports:

VOA Housing for Young Mothers - Volunteers of America project that provides transitional housing (maximum 24 months) for twelve families (28 people) at a point in time and the target population is young mothers between 16 and 24 years old and their dependent children. The project is a renewal and has been in operation since 1995. The entire CoC geographic area benefits from this program as young homeless mothers from all counties are served. Once they are admitted, they can locate housing

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anywhere in the metropolitan area.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City is updating an Analysis of Impediments to Fair Housing Choice—City of Arvada, Colorado in 2019 which contains actiona plan items to be carried out over the term of the Analysis of Impedimentsis.

The City is preparing a comprehensive Housing Strategy expected to be complete early in 2020.

The City is in the process of updating its Land Development Code

The City has a structure to reduce park development and land dedication fees for eligible new affordable housing projects

The new City Council Strategic Plan includes strategic results related to housing

Discussion:

The City is addressing these concerns in many ways. The City Council Strategic Plan includes the following strategic results related to housing: Beginning in 2019, 25% of new housing is located in urban centers and corridors. By 2019, 25% of new housing will be located in neighborhoods or developments that incorporate a mix of lot sizes, development densities and housing types and styles. By 2019, facilitate the development of one attainable senior housing development containing at least 50 units. By December 2017, develop a map of potential sites appropriate/suitable for attainable housing developments to be used for City Council discussion and neighborhood outreach in association with the Hometown Colorado Initiative. Following the adoption of the City Council Strategic Plan, the City tasked Leadership Team members to help find ways to bridge the housing gap for households with low and moderate incomes.

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

Erosion in Federal funding for the CDBG, Section 8 Housing Choice Voucher Program, and HOME Programs - This decline has constituted a major barrier to the City to preserving and developing affordable housing. Declining appropriation levels combined with inflation have led to a substantial decrease in the financial capability of these vital programs to allow for the preservation and development of affordable housing in the City.

Federal Regulatory Requirements - Federal regulatory requirements relative to the Community Development Block Grant, HOME, and the Section 8 Housing Choice Voucher Program have constituted a significant and growing barrier to the use of these funding resources for needed activities and programs for the stabilization of housing in older neighborhoods in the City or the provision of housing assistance to low-income households. As stated, portability and budgeting requirements applied to the Section 8 Housing Choice Voucher Program severely restrict the administrative capability of the City to utilize this program on an expanded basis.

For all the barriers at the Federal level above, the City will pursue action through professional associations such as the National Association of Housing Redevelopment Officials and other associations as appropriate to secure additional higher funding appropriations and amend or change Federal law or regulations to make these Federal housing resources more flexible and usable toward aiding low and moderate income households relative to housing.

Actions planned to foster and maintain affordable housing

The Arvada City Council recently voted to participate in a metro-wide cooperative program, called metroDPA, to assist Arvada residents pursuing homeownership. MetroDPA provides special down payment assistance for low- and moderate-income individuals and families seeking to purchase a home. The program provides down payment and closing cost assistance (up to 5 percent of your loan) as a zero-interest, forgivable second mortgage. The metroDPA program is a partnership of the Metro Mayors Caucus and is being coordinated by the City and County of Denver.

Erosion in Federal funding for the CDBG, Section 8 Housing Choice Voucher Program, and HOME Programs - This decline has constituted a major barrier to the City to preserving and developing affordable housing. Declining appropriation levels combined with inflation have led to a substantial decrease in the financial capability of these vital programs to allow for the preservation and development of affordable housing in the City.

Federal Regulatory Requirements - Federal regulatory requirements relative to the Community

Development Block Grant, HOME, and the Section 8 Housing Choice Voucher Program have constituted a significant and growing barrier to the use of these funding resources for needed activities and programs for the stabilization of housing in older neighborhoods in the City or the provision of housing assistance to low-income households. As stated, portability and budgeting requirements applied to the Section 8 Housing Choice Voucher Program severely restrict the administrative capability of the City to utilize this program on an expanded basis.

For all the barriers at the Federal level above, the City will pursue action through professional associations such as the National Association of Housing Redevelopment Officials and other associations as appropriate to secure additional higher funding appropriations and amend or change Federal law or regulations to make these Federal housing resources more flexible and usable toward aiding low and moderate income households relative to housing.

Actions planned to reduce lead-based paint hazards

The City Essential Home Repairs housing rehabilitation program includes a section designed to address the issue of lead based paint as stated below regarding its compliance with applicable law and regulations:

(b) Lead Hazard and Lead Based Paint Regulations:

The Residential Lead-Based Paint Hazard Reduction Act of 1992, or Title X Sections 1012 and 1013 of the Housing and Community Development Act of 1992, related regulations of the Environmental Protection Agency, the Occupational Health and Safety Administration, and Regulation No. 19 of the Colorado Air Quality Control Commission

The actions above are intended to insure the Essential Home Repairs Program addresses issues regarding testing for and addressing lead based paint during housing rehabilitation

The Essential Home Repairs Program provides for Notice of Lead-Based Paint Inspection and Risk Assessment as part of its process. In addition the costs of lead based paint mitigation are included as eligible costs for the program as stated below.

4.1 Eligible Costs

Eligible costs include expenses to meet the following items. All determinations of eligible costs by the City are final.

(a) Essential Home Repairs Minimum Design and Property Rehabilitation Standards (PRS) (Part II), lead hazard and abatement measures, related air quality and energy conservation measures, and measures

to establish a readily maintainable condition.

Actions planned to reduce the number of poverty-level families

Homelessness is on the rise in Arvada and throughout Colorado. Recent data shows that families experiencing homelessness are increasing in number faster than any other group. In our community, homelessness is increasingly affecting families with children, the under-employed, veterans and individuals with mental health or substance-abuse issues. The City of Arvada is collaborating with various organizations and agencies in a variety of ways to help address this growing concern.

The City of Arvada strives to be a community where residents, regardless of age, mobility or income are comfortable and safe in their homes. With that goal in mind, the City, in partnership with Brothers Redevelopment, Inc., is offering two programs for home repair services for low and moderate income, elderly, and disabled households: Safe and Accessible Arvada and Arvada Help for Homes.

Economic Growth - Over the next 5 years it is anticipated the local economy will continue to improve. As rents increase and vacancies remain low, the rental housing market will be tight and less accessible to low and moderate households looking to achieve affordable housing. In the same a manner, prices may increase for singe-family owner occupied housing opportunities making it more difficult for low and moderate income households to achieve homeownership. The dynamic of this barrier to affordable housing cannot be altered by the City but the City will need more extensive funding from the Federal and State levels to structure opportunities to provide additional housing affordable to low and moderate income households.

Actions planned to develop institutional structure

Comprehensive Plan – Future revisions of the City Land Development Code will provide an opportunity to incorporate changes as well as alterations in the Land Use Plan and in policy statements incorporated into the Plan that address City housing and community development and redevelopment needs.

The City is preparing a comprehensive Housing Strategy that should be complete early in 2020.

Actions planned to enhance coordination between public and private housing and social service agencies

The City would work with private non-profit groups relative to supportive housing to educate such non-profits on the role and policy of the City relative to the use of funds for low and moderate income housing. It is anticipated the Arvada Housing Authority will continue to provide partial funding to Colorado Homeless Families if Federal financial assistance is made available to aid their operations which would also encourage the acquisition of other resources.

The City will continue to work with the for profit and non-profit private entities such as Habitat for

Humanity, Family Tree, Inc., Colorado Homeless Families, and others to cooperate on their private proposals to provide supportive or affordable housing as applicable through transitional housing, LIHTC, or other sources. Any targeted Section 8 Housing Choice Voucher Program rental assistance coordinated with such proposals will use applicable local preferences. The responsible agencies would be non-profit private entities working in concert with local lenders, City of Arvada, and other applicable state jurisdictions or entities. The time required to produce housing will be reliant upon proposals made by for profit and non-profit private sector groups. The City will try to remove barriers to quality affordable housing by emphasizing that such housing under this goal should be dispersed and not concentrated.

The City will continue to utilize a cooperative approach and requirements of the CRA to encourage private lenders to work with the City relative to its single family rehabilitation programs. As in the past, it is the intent of the City to utilize private lenders through the Essential Home Repairs Program to provide direct financing for rehabilitation and utilize CDBG funds to subsidize interest rates on that financing to eligible low and moderate income homeowners. The City will also continue to work with other jurisdictions and private entities to provide the most favorable terms possible for any forthcoming mortgage revenue bond issue with a special emphasis on securing resources for extensive advertising, targeting of funds, preference for low-income purchasers, etc.

The City will try to work with private lenders to undertake appropriate initiatives to further CRA compliance by stabilizing and improving neighborhood business centers serving low/moderate income residential areas and for low and moderate income housing or other special needs housing.

The forthcoming City Housing Strategy will identify other areas for enhanced coordination as well.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

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Appendix - Alternate/Local Data Sources

1	**Data Source Name** Consultant
	List the name of the organization or individual who originated the data set. Root Policy Research
	Provide a brief summary of the data set. Utilization of updated CHAS data and other data resources available to the consultant
	What was the purpose for developing this data set? To update data made available my default by HUD for plan
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Covers the City, County, or region depending on source data
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? Most recent avaialble
	What is the status of the data set (complete, in progress, or planned)? In preparation

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CITY OF ARVADA

REPORT FROM CITY COUNCIL	AGENDA ITEM 12.A.

DATE: January 8, 2024

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

Lauren Simpson	Arvada City Attorney Committee Arvada Municipal Court/Judicial Committee Arvada Urban Renewal Authority Arvada Visitors Center Committee *Metro Mayors' Caucus Urban Drainage and Flood Control District West Connect Coalition E-470 Authority (Alternate) Olde Town Business Improvement (BID) (Alternate)
Shawna Ambrose	Adams County Regional Economic Partnership (ACREP) Arvada Audit Committee Bond Oversight Committee Jefferson County R-1 Schools Coordinating Committee Arvada Visitors Center Committee (Alternate)
Sharon Davis	Apex Coordinating Committee Arvada Municipal Court/Judicial Committee Arvada Parks Advisory Committee CML Policy Committee Jefferson Economic Development Council (JDEC) Denver Regional Council of Governments (DRCOG) (Alternate) E-470 Authority (Alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) (Alternate) Jefferson County Community Corrections Board and West Connect Coalition (Alternate)

Lisa Feret	Arvada Chamber of Commerce Government Affairs Committee Arvada Fire Protection District Coordinating Committee Denver Regional Council of Governments (DRCOG) Housing Advisory Committee Jeffco Transportation Action & Advisory Group (JEFFTAAG) Jefferson County Community Corrections Board Smart City Advisory Committee Adams County Regional Economic Partnership (ACREP) (Alternate)
Bob Fifer	Apex Coordinating Committee Arvada City Attorney Committee Arvada Fire Protection District Coordinating Committee Arvada Transportation Committee Jefferson County R-1 Schools Coordinating Committee Jefferson Parkway Public Highway Authority Smart City Advisory Committee Northwest Parkway Authority (Alternate)
John Marriott	Arvada Economic Development Association Board Bond Oversight Committee Olde Town Business Improvement (BID) Rocky Mountain Metropolitan Airport Community Noise Roundtable
Randy Moorman	Arvada Audit Committee Arvada Center for the Arts and Humanities Arvada Sustainability Committee CML Policy Committee Jefferson Parkway Public Highway Authority The Rocky Flats Stewardship Council Northwest Parkway Authority (Alternate)

*asterisked committees are not appointed by Council

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 13.A.

TO: THE HONORABLE CITY COUNCIL DATE: January 8, 2024

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 12/19/2023
Lorie Gillis, City Manager 12/27/2023

Enclosure, exhibits & attachments required to support the report

2024 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
City Budget and Financial Resilience @Business meeting	**Jan 8**	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.	**Jan 8**	Fin
Fiscal Policy @Business meeting	**Jan 22**	Fin
Comp Plan and Land Use/Development Review	**Jan 29**	CED
Affordable Housing @Business meeting	**Feb 5**	
Overview of Emergency Management @Business meeting	**Feb 5**	CMO
Traffic Engineering @Business meeting	**Feb 12**	PW
Police Staffing @Business meeting	**Mar 4**	CMO
Traffic Calming @Business meeting	**Mar 4**	PW
Canceled	**Mar 11**	
DEI @Business Meeting	**Mar 18**	CMO
Quarterly Bond Projects Update	**Mar 25**	PW
Pavement Management @Business Meeting	**Apr 1**	PW
Utility Financial Strategy/Utility Master Planning	**Apr 8**	Utilities
Utilities Master Plan Implementation on Projects	**Apr 8**	Utilities
Strategic Plan	**Apr 22**	CMO
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.	**Apr 22**	VCN
Park Maintenance Standards	**May 6**	VCN
Waste Hauling Fees	**May 13**	Utilities
Quarterly Bond Projects Update	**Jun 10**	PW
	July 8	
Water, Wastewater & Stormwater 2025 Rates/Fees	**July 22**	Utilities
	Aug 12	
Water, Wastewater & Stormwater 2025 Rates/Fees	**Aug 26**	Utilities
Quarterly Bond Projects Updates	**Sept 23**	PW
Budget Workshop		
Final Water, Wastewater & Stormwater 2025 Rates/Fees	**Sept 23**	Utilities
Budget Workshop		
Transportation System Plan	**Oct 14**	PW
Updated ADA Transition Plan	**Oct 28**	PW
	Nov 11	
	Dec 9	

Revised 12-20-23

PRESENTATIONS		
STUDY SESSIONS		
BID and Chamber funding	**TBD**	
WORKSHOP TBD's		
Right of Way Acquisition @Business meeting	**TBD**	CED
Flood Plain Management	**TBD**	
Water Infrastructure for Fire Protection	**TBD**	Utilities
Smart Meters Update	**TBD**	Utilities
Capital Campaign Update and strategy discussion	**TBD**	CMO/Fin
Community Engagement	**TBD**	CMO
Fleet Electrification	**TBD**	Utilities
Pre-Sentencing/One Small Step	**TBD**	Courts
Meyers Pool Provide City Council an update on the VCN's SR3: By 12/2025 develop a maintenance and reinvestment plan to ensure a sustainable, resilient and beautiful community of parks, trails, open space and medians in alignment with our diverse, changing and growing community and VCN's SR3 Milestone [M3H] By 7/2024 replace Meyer's Pool with a new 50 meter natatorium.	**TBD**	CMO
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		