



City of Arvada

City Council Agenda

MAY 6, 2025

Councilmembers:

Lauren Simpson, Mayor
Randy Moorman, Mayor Pro-Tem
Shawna Ambrose, District 2
Sharon Davis, At large
Bob Fifer, District 4
John Marriott, District 3
Brad Rupert, At large

Staff Members Usually Present:

Linda Haley, Acting City Manager
Don Wick, Deputy City Manager
Rachel Morris, City Attorney
Jacqueline Rhoades, Director of Public Works
Jessica Morales, Interim Director of Utilities
Jessica Garner, Director of Community & Econ. Dev.
Bryan Archer, Director of Finance
Gabriella Bommer, Director of Human Resources
Ryan Stevenson, Director of Vibrant Community & Neighborhoods
Rachael Kuroiwa, Director of Communications & Engagement
Ed Brady, Chief of Police
Kristen Rush, City Clerk

Info: 720-898-7550

THIRD FLOOR CONFERENCE ROOM EXECUTIVE SESSION

3:00 P.M.

Personnel Matter, Pursuant to C.R.S. 24-6-402(4)(f) Facilitator for appointee evaluations

REGULAR BUSINESS CITY COUNCIL CHAMBERS 6:00 P.M.

1. Call to Order - 6:00 PM
2. Moment of Reflection and Pledge of Allegiance - Councilmember Fifer
3. Roll Call of Councilmembers
4. Approval of Minutes
 - A. April 15, 2025, and April 22, 2025 City Council Meetings
5. Recognitions and Communications
 - A. Proclamation for Poppy Month - Presented by Councilmember Davis
 - B. Proclamation for Child Care Provider Appreciation Day - Presented by Councilmember Fifer
 - C. Proclamation for National Drinking Water Week - Presented by Councilmember Marriott
 - D. Proclamation for Mental Health Month - Presented by Councilmember Rupert
 - E. Proclamation for Foster Care Awareness Month - Presented by Mayor Pro Tem Moorman
 - F. Proclamation for National Preservation Month - Presented by Councilmember Davis
6. Presentations
 - A. Arts & Culture Commission Presentation
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
 - A. Consent Agenda

1. R25-039, A Resolution Authorizing an Agreement By and Between the City of Arvada and American West Construction, LLC for Construction Services Relating to Simms Tank Vault and 80th Valve Replacement, Project No. 23-WA-12, in an Amount Not to Exceed \$2,092,884.44
2. R25-040, A Resolution Authorizing a Construction Management/General Contractor (CM/GC) Agreement By and Between the City of Arvada and Garney Companies, Inc. for the Water Treatment Plant Replacement Project, Awarding Phase I Services Only, In an Amount Not to Exceed \$1,200,512.00
3. R25-041, A Resolution Authorizing an Agreement Between the City of Arvada and Colorado Golf and Turf, Inc. for Leasing of Golf Carts, Beverage, and Utility Vehicles at West Woods Golf Club and Lake Arbor Golf Club in an Amount not to Exceed \$1,488,401.40
4. R25-044, A Resolution Authorizing an Employment Agreement Between the City Of Arvada and Don Wick as City Manager

B. Resolutions

1. R25-042, A Resolution Authorizing an Intergovernmental Agreement for Provision of Juror List by and between the City of Arvada and the State of Colorado Judicial Department (Presenter: Padraic Emerine, Assistant City Attorney)
2. R25-043, A Resolution Authorizing a Colorado State Patrol Academy 2025 Agreement for Use of the Colorado State Patrol Academy Driving Track (Presenter: Aaron Jacks, Sr. Asst. City Attorney)

C. Ordinances (First Reading)

1. CB25-009, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2025 (Public Hearing to be set for May 20, 2025 at 6:00 pm)
2. CB25-010, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2025 (Public Hearing to be set for May 20, 2025 at 6:00 pm)

9. Other

- A. Appointments to the Metro Water Recovery Board
- B. Appointments to the Olde Town Arvada Business Improvement District Board (BID)
- C. Motion to Cancel the May 27, 2025 City Council Meeting

10. Public Hearings - 6:15 PM

- A. Public Hearing on the Consolidated Plan Submission for Housing and Community Development Programs 2025-2029 and the 2025 Annual Action Plan for the Community Development Block Grant and HOME Investment Partnership Programs

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
APRIL 15, 2025**

1. Executive Session – 4:00 p.m.
 - A. Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Master Fiber Agreement Negotiations with Metronet

Mayor Pro Tem Moorman moved to go into executive session for Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Master Fiber Agreement Negotiations with Metronet

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Fifer, Marriott, Rupert
The Motion was Approved

1. Call to Order - 6:00 p.m.
2. Moment of Reflection and Pledge of Allegiance
3. Roll Call of Councilmembers

Those Present: Mayor Lauren Simpson, Mayor Pro Tem Randy Moorman, Councilmember Shawna Ambrose, Councilmember Sharon Davis, Councilmember John Marriott, Councilmember Brad Rupert

Mayor Pro Tem Moorman moved to excuse Councilmember Fifer from the meeting.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Marriott, Rupert
Those Absent: Fifer
The Motion was Approved

Also Present: Linda Haley, Interim City Manager; Rachel Morris, City Attorney; Don Wick, Deputy City Manager; Bryan Archer, Director of Finance; Jessica Garner, Director of Community and Economic Development; Ryan Stevenson, Director of Vibrant Communities and Neighborhoods, Candice Svoboda, Assistant to the City Manager, and Kristen Rush, City Clerk.

4. Approval of Minutes – April 1, 2025, City Council Meetings

The minutes stand approved.
5. Recognition and Communication –

- A. Proclamation for Arbor Day 2025 - Presented by Councilmember Marriott

Councilmember Marriott read the proclamation and said that Council designates April 2025 as

National Volunteer Month in Arvada.

B. Proclamation for Earth Day 2025 - Presented by Councilmember Ambrose

Councilmember Ambrose read the proclamation and said that City Council designates April 22, 2025, as Earth Day 2025.

Lindsay Gillis, Director of the Nature Center, was present to accept the proclamation.

C. Proclamation for National Volunteer Month - Presented by Councilmember Rupert

Councilmember Rupert read the proclamation and said that City Council designates April 2025 as National Volunteer Month in Arvada.

Adelle Burton, Special Events and Public Arts Manager, and members of the Arvada Festivals Commission were present to accept the proclamation.

D. Proclamation for Arvada Chapter of Beta Sigma Phi - Presented by Mayor Pro Tem Moorman

Councilmember Moorman read the proclamation and said that City Council recognizes the Arvada Chapter of Beta Sigma Phi.

Nancy Bickford, along with other members of the Arvada Chapter, were present to accept the proclamation.

6. Presentations -

A. Arvada Police Honor Garden

Members of the Arvada Police Foundation, retired police chiefs, and current and retired police personnel were present to express their gratitude to the City Council for supporting the Honor Garden.

B. 2024 Year-End Financial Report

The Finance team presented the 2024 year-end financial report. This included updates on specific performance measures, an overview of the major revenue categories in the General Fund, a high-level look at the other Major Funds including: Parks, Tax Increment, Water, Wastewater, Stormwater, Solid Waste and Golf, a review of the City's investment portfolio and an overview of Grants.

The purpose of the City Council Budget and Fiscal Policy is to guide City budget and financial management decisions based on strategic planning, performance measures, long-term financial stability, delivery of basic City services and protection of past and future financial updates are presented quarterly to help support this policy.

7. Public Comment –

- A. Karen DeAguiro, Arvada resident, addressed council regarding crime near Arlington Meadows.
- B. Lilly Allish, Arvada resident, addressed council regarding crime in Arvada.
- C. Alan Ferb, Westminster resident, addressed council regarding Mission Arvada
- D. Mike Rawluk, Golden resident, addressed council regarding Welby Gardens

- E. Christine Howland, Arvada resident, addressed council regarding street repairs in Arlington Meadows
- F. Jonathan Helton, Arvada resident, addressed council regarding Mission Arvada.
- G. Anthony Super, Arvada resident, addressed council regarding compliance with state law.
- H. Sherma Erholm, Arvada resident, addressed council regarding Mission Arvada
- I. Loren Naftz, Arvada resident and business owner in Olde Town, addressed council regarding Mission Arvada.
- J. Pete Tranello, Arvada resident, addressed council regarding Mission Arvada.
- K. Isaac Mead, Arvada resident, addressed council regarding Welby Gardens
- L. Harrison Wilterlink, Arvada resident, addressed council regarding LDC amendments.
- M. Alex Pray, Arvada resident, addressed council regarding ADU restrictions.
- N. Pat Malone, Arvada resident, addressed council regarding immigration.

8. New Business

A. Consent Agenda –

- 1. R25-038 A Resolution Approving an Agreement by and Between the City of Arvada and Grandview Reno, LLC. for the Grant of a Revocable Encroachment License to Accommodate a Fenced Outdoor Patio Within a Portion of an Easement and Within the Public Right-of-way Adjacent to 7600 Grandview Avenue

Councilmember Ambrose moved that R25-038, A Resolution Approving an Agreement by and Between the City of Arvada and Grandview Reno, LLC. for the Grant of a Revocable Encroachment License to Accommodate a Fenced Outdoor Patio Within a Portion of an Easement and Within the Public Right-of-way Adjacent to 7600 Grandview Avenue, be approved.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Marriott, Rupert

Those Absent: Fifer

The Motion was Approved

B. Resolutions – None

C. Ordinances (First Reading) - None

9. Other –

A. Appointments to Boards and Commissions

- 1. Arvada Urban Renewal Authority

Mayor Simpson moved to Appoint Debra Bustos to an unexpired term ending April 30, 2027 and to Reappoint Paul Bunyard to a 5-year term ending April 30, 2030.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Marriott, Rupert

Those Absent: Fifer

The Motion was Approved

2. City of Arvada Retirement Plan Board

Councilmember Ambrose moved to Appoint Issac Camarena and Bruce Backer to a 4-year term ending April 30, 2029, and to Reappoint Craig Koehler to a 4-year term ending April 30, 2029.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Marriott, Rupert

Those Absent: Fifer

The Motion was Approved

3. Arvada Festivals Commission –

Councilmember Davis moved to Appoint Katie Chu, Diane Gilsenan and Jennifer Warnken to 3-year terms ending April 30, 2028, and to Appoint Eileen Kemp, Blair Edrington, and Lisa Levad to unexpired terms ending April 30, 2027 and move to Reappoint Matthew Brogdon, Jennifer Kems, Ashley Pitman and Sierra Wright to 3-year terms ending April 30, 2028.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Marriott, Rupert

Those Absent: Fifer

The Motion was Approved

4. Housing Advisory Committee –

Mayor Pro Tem Moorman moved to Reappoint Mindy Mohr and Alicia Duncan Colter to 4-year terms ending April 30, 2029.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Marriott, Rupert

Those Absent: Fifer

The Motion was Approved

5. Human Services Advisory Committee-

Councilmember Rupert moved Reappoint Catherine Gaskins and Wisler Jacquelin to 3-year terms ending April 30, 2028.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Marriott, Rupert

Those Absent: Fifer

The Motion was Approved

6. Park Advisory Committee –

Councilmember Marriott moved to Appoint Nancy Rogers, Matt Young and David Yonkie to 3-year terms ending April 30, 2028; to Appoint Stephanie Redding, John Casillas and Jeff Bruce to unexpired terms ending April 30, 2026, and to Reappoint Karen Gerbatsch, Max Koxholt and David Maxwell to 3-year terms ending April 30, 2028.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Marriott, Rupert

Those Absent: Fifer

The Motion was Approved

7. Planning Commission-

Councilmember Ambrose moved to Appoint Eric Doner to a 4-year term ending April 30, 2029, and moved to Reappoint Brandon Figliolino and Tim Knapp to a 4-year term ending April 30, 2029.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Marriott, Rupert

Those Absent: Fifer

The Motion was Approved

8. Sustainability Advisory Committee –

Councilmember Davis moved to Appoint Haley Hall, Marissa LaPorta and Kristin Klipa to 3-year terms ending April 30, 2028, and to Reappoint Rachael Smallwood to a 3-year term ending April 30, 2028.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Marriott, Rupert

Those Absent: Fifer

The Motion was Approved

9. Transportation Committee –

Mayor Pro Tem Moorman moved to Appoint Jordan Green to a 3-year term ending April 30, 2028; to Appoint Mary Keilhauer and Nick Frazee to unexpired terms ending April 30, 2026 and to Reappoint Lydia Meyer and Dan Roussin to 3-year terms end April 30, 2028.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Marriott, Rupert

Those Absent: Fifer

The Motion was Approved

10. Public Hearings –

- A. CB25-006 An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2025 (Ordinance No. 4892)

Mayor Simpson opened the public hearing on CB25-006.

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

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

Councilmember Davis moved that CB25-006, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2025, be approved on final reading, numbered 4892, and ordered published by title only.

Councilmember Marriott made a friendly amendment to move the \$50,000 from Ballot Issue to Streets Maintenance.

Councilmember Davis accepted the Friendly Amendment.

Councilmember Davis moved that CB25-006, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2025, be approved on final reading, numbered 4892, and ordered published by title only as amended.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Marriott, Rupert

Those Absent: Fifer

The Motion was Approved

- B. CB25-007 An Ordinance Vacating a Portion of Right-Of-Way on West 80th Avenue and Lee Street Located Approximately at 7990 Lee Street, City of Arvada, County of Jefferson, State of Colorado (Ordinance No. 4893)
- C. CB25-008 An Ordinance Vacating a Portion of Right-of-Way on West 80th Avenue and Lee Street Located Approximately At 10230 W. 80th Avenue, City of Arvada, County of Jefferson, State of Colorado (Ordinance No. 4894)
(Presenter: Rob Smetana, Manager of City Planning and Development)

Mayor Simpson opened the public hearing on CB25-007 and CB25-008.

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

Sworn Testimony: Julie Sharpless, representing applicant
 Richard Sharpless, representing applicant

Mayor Simpson closed the public hearing.

Councilmember Davis moved that CB25-007, An Ordinance Vacating a Portion of Right-Of-Way on West 80th Avenue and Lee Street Located Approximately at 7990 Lee Street, City of Arvada, County of Jefferson, State of Colorado, be approved on final reading, numbered 4893, and ordered published by title only.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Marriott, Rupert
Those Absent: Fifer
The Motion was Approved

Mayor Simpson opened the public hearing on CB25-008.

Rob Smetana, Manager of City Planning and Development, reviewed this ordinance with council.

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

Councilmember Davis moved that CB25-008, An Ordinance Vacating a Portion of Right-of-Way on West 80th Avenue and Lee Street Located Approximately At 10230 W. 80th Avenue, City of Arvada, County of Jefferson, State of Colorado, be approved on final reading, numbered 4894 and ordered published by title only.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Marriott, Rupert
Those Absent: Fifer
The Motion was Approved

11. Workshops
A. Land Development Code Revisions

Rosolyn Thompson, Principle Planner, presented potential Land Development Code updates that clarify requirements, identified new land uses, and addressed grammatic and formatting issues.

As part of the January 13, 2025, City Council workshop, staff discussed, in general terms, several minor and clean-up revisions to the Land Development Code. This workshop provided additional detail regarding the proposed code revisions.

Next Steps: Staff will take council's recommendations and move forward with LDC amendments.

12. Public Comment - Five Minute Limit –
A. Jarrod Irwin, Pastor of Mission Arvada, addressed council regarding Mission Arvada.
B. Jordan Green, Arvada Resident, addressed council regarding housing in Arvada.

13. City Council Reports –
A. Councilmember Davis reported on the Denver Regional Council of Governments Retreat she attended last week.
B. Councilmember Ambrose said that the Arvada Economic Association is looking for business nominations for Business Appreciation Awards.
C. Councilmember Ambrose said that the Adams County Regional Economic Partnership is also accepting nominations for their Game Changer reward.
D. Councilmember Ambrose said that she will have office hours at Heaven Creamery in Olde Town from Noon to 2 p.m. on Friday.
E. Mayor Simpson reported on the Downtown Colorado Urban Renewal Conference two weeks ago.

14. City Manager Reports –
 - A. Linda Haley, Interim City Manager, reviewed the upcoming workshop schedule.
15. City Attorney Reports – None
16. Adjournment at 9:15 p.m.

Lauren Simpson, Mayor

SEAL:

Kristen R. Rush, City Clerk



**SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD
APRIL 22, 2025**

1. Executive Session – 4:00 p.m.
 - A. Personnel Matters, Pursuant to CRS 24-6-402(4)(f) and Instructions to Negotiators, Pursuant to CRS 24-6-402(4)(e) relating to the City Manager recruitment

Councilmember Davis moved to go into executive session for Personnel Matters, Pursuant to CRS 24-6-402(4)(f) and Instructions to Negotiators, Pursuant to CRS 24-6-402(4)(e) relating to the City Manager recruitment

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Marriott, Rupert

Those Absent: Fifer

The Motion was Approved

1. Call to Order - 6:00 p.m.
2. Moment of Reflection and Pledge of Allegiance
3. Roll Call of Councilmembers

Those Present: Mayor Lauren Simpson, Mayor Pro Tem Randy Moorman, Councilmember Shawna Ambrose, Councilmember Sharon Davis, Councilmember John Marriott, Councilmember Brad Rupert

Councilmember Davis moved to excuse Councilmember Fifer from the meeting.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Marriott, Rupert

Those Absent: Fifer

The Motion was Approved

Also Present: Linda Haley, Interim City Manager; Rachel Morris, City Attorney; Don Wick, Deputy City Manager; Bryan Archer, Director of Finance; Jessica Garner, Director of Community and Economic Development; Ryan Stevenson, Director of Vibrant Communities and Neighborhoods, Candice Svoboda, Assistant to the City Manager, and Kristen Rush, City Clerk.

4. Public Comment –
 - A. Joyce Richardson, Arvada resident, addressed council regarding immigration.
5. New Business
 - A. Discussion and/or Action re City Manager Candidate Finalist

Mayor Simpson announced that Don Wick was chosen as the finalist for City Manager. There will be a

resolution on the May 6 council agenda to approve the contract.

6. Workshops
A. Waste Hauling Program

Jacqueline Rhodes, and members of the Infrastructure team provided responses to questions posed at the March 4, 2025 workshop. A presentation of scenarios was given regarding the increases to the Waste Hauling Program fees and the terms of the contract.

At the March 4, 2025 City Council Workshop, the City team presented an overview of the City's Waste Hauling Enterprise Program.

This workshop focused on the options regarding the rates and contract details that go into a customer's waste hauling bill. The Waste Hauling Program is an Enterprise Fund, which is defined as a government-owned business that receives revenue in return for providing a good or service.

The City's Recycling and Trash Services are provided by Republic Services, Inc. (Republic), that charges a fee for these services. Per the contract, Republic has the ability to request a maximum price increase of 3.50% for their services, provided that they can demonstrate that the National Water/Sewer/Trash Index increased by that amount (or more) during the previous 12 months. Republic has provided that documentation. Therefore, the fee for their services will increase by 3.50%, effective July 1, 2025.

Republic Services is willing to amend the contract regarding the opt-out fee increase if one or both of the two-year renewals are extended. The City team will present the details of this information, along with other possible rate scenarios during the workshop.

Mayor Pro Tem Moorman excused himself from the Waste Diversion Plan Key Recommendations discussion due to a conflict, his employer has been involved in the discussion.

Next Steps: The City team will return to City Council to discuss the following workshops and actions:

May 13: Workshop #3 - Final discussion on proposed fee scenarios and direction for which fee scenario to bring back to Council in June for resolution adoption.

June 3: Adoption of fee resolution ahead of July 1, 2025 implementation.

B. Paid Parking Discussion

Parking and Travel Demand Management Coordinator, reviewed this workshop with council. This workshop focused on addressing feedback provided by Council at the October 28, 2024 Workshop on Paid Parking. Additional data and historical background were presented, along with specific neighboring municipalities' information on their paid parking programs and feedback obtained from the local business community.

Mr. Fern said that the Arvada team recommends that City Council approve next steps in the process

of implementing a paid parking program in Olde Town to address the parking demand issue within the Olde Town District.

Following the direction of Council at the October 28, 2024 Workshop, Travel Demand Management and Parking Coordinator, Derek Fern, obtained information on Arvada's neighboring municipalities' paid parking programs and began tracking off-peak parking data between the two weekday peak times between the hours of 2 and 4pm. Arvada's neighbors show the same trend as the communities that were shared in October: the implementation of their paid parking program did not negatively affect sales tax revenue, and the amount collected rose after implementation. The off-peak data will be presented to show that although the overall demand decreases during off-peak hours, utilization of these assets remains high.

Following the October 28, 2024, Council Workshop, members of the Transportation Planning Team met with the Business Improvement District Board on November 11, 2024 and presented the same information that was presented to Council. Some concerns were expressed and addressed. The overall takeaway from the meeting was that the Board was interested in remaining in the loop on the progress of the discussion, and did not express opposition to the potential of implementing paid parking.

On March 19, 2025 members of the Arvada team hosted an Open House with the Olde Town business owners to present historical information on parking in Olde Town, the occupancy data shared with Council and the Board, the latest reviews of neighboring communities with paid parking, and provided an opportunity for stakeholders to answer survey questions regarding parking management within the district. The feedback from this meeting and survey responses will be presented to Council for consideration.

Next Steps: The Arvada team will incorporate the council direction and continue efforts to move forward with stakeholder engagement efforts and work towards outlining two to three paid parking model options for the core of Olde Town for consideration. City staff will work with the BID to identify the best path forward to collect data, stakeholder feedback, and public input to inform these proposed parking models.

7. Adjournment at 8:15 p.m.

Lauren Simpson, Mayor

SEAL:

Kristen R. Rush, City Clerk



REPORT TO CITY COUNCIL

AGENDA ITEM
5.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

SUBJECT: Proclamation for Poppy Month - Presented by Councilmember Davis

Report in Brief

City Council will proclaim May, 2025 as Poppy Month in Arvada.

The poppy flower adorned the battlefields of Flanders Field in France during World War I, and was looked upon by those serving as a living symbol of their fallen comrades' sacrifices. In 1920, after World War I, the poppy became the official flower of The American Legion Family to memorialize the soldiers who fought and died during the war, and distribution of poppies became a Legion national program in 1924. To this day, thanks in large part to the American Legion Auxiliary, the poppy is nationally recognized and worn as a symbol of sacrifice made by the men and women who served and died for their country during a time of war.

Members of the American Legion Auxiliary Wilmore-Richter Unit 161 will be present to accept the proclamation.

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator 4/14/2025

Laura Hemler, Assistant City Attorney 4/14/2025

Approved by:

Rachel Morris, City Attorney 4/22/2025

Linda Haley, Acting City Manager 4/22/2025

Enclosure, exhibits & attachments required to support the report

WHEREAS, the sacrifices of those who have lost their lives, their health, or their livelihood as a result of their military service are rightly the concern of all citizens; and

WHEREAS, the annual sale of poppies by the American Legion Auxiliary Unit 161 offers an opportunity for the people of this community to express their solicitude for those unfortunate persons who have paid more than their share of the cost of freedom; and

WHEREAS, the proceeds of this worthy fund-raising campaign are used exclusively for the benefit of disabled and needy veterans, and the widows and orphans of deceased veterans, in the desire to “Honor the Dead by Helping the Living”.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado that the month of May, 2025 be designated:

Poppy Month in Arvada

Section 1. The Arvada City Council encourages all Arvada residents to participate in Poppy Month and to wear a poppy as mute evidence of our gratitude to the men and women of this country who have risked or lost their lives in fulfilling their obligations as American citizens.

Section 2. The Arvada City Council recognizes the merits of the American Legion Auxiliary Unit 161.

Dated this 6th day of May 2025

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember

Brad Rupert, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
5.B.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

SUBJECT: Proclamation for Child Care Provider Appreciation Day - Presented by Councilmember Fifer

Report in Brief

City Council will proclaim May 9, 2025 as Provider Appreciation Day in Arvada.

Lisa Jansen Thompson, Executive Director of the Early Childhood Partnership of Adams County will be present to accept the proclamation.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 4/14/2025
Laura Hemler, Assistant City Attorney 4/14/2025

Approved by:

Rachel Morris, City Attorney 4/22/2025

Linda Haley, Acting City Manager 4/22/2025

Enclosure, exhibits & attachments required to support the report

WHEREAS, the Early Childhood Partnership of Adams County, Triad Early Childhood Council, and other organizations nationwide are recognizing Child Care Providers on this day; and

WHEREAS, the Child Care System supports children’s growth, development, and educational advancement and creates a positive economic impact for families and communities; and

WHEREAS, Child Care Providers are essential to the health of our communities by fostering welcoming spaces, support working families, and creating positive enriching environments where children can develop lifelong skills; and

WHEREAS, the City of Arvada recognizes that child care has been and continues to be a lifeline for families, communities, and the economy and is often under-resourced and under-valued; and

WHEREAS, support for affordable, accessible high-quality child care represents a worthy commitment to help families work, support children’s healthy development and learning, and keep our economy growing.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and the Arvada City Council that May 9, 2025, be designated as Provider Appreciation Day in Arvada and urge all citizens to recognize Child Care Providers for their important work, and how valuable they are for our communities.

Dated this 6th day of May 2025.

	Lauren Simpson, Mayor
Randy Moorman, Mayor Pro Tem	Shawna Ambrose, Councilmember
Sharon Davis, Councilmember	Bob Fifer, Councilmember
John Marriott, Councilmember	Brad Rupert, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
5.C.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

SUBJECT: Proclamation for National Drinking Water Week - Presented by Councilmember Marriott

Report in Brief

City Council will designate the week of May 4-10, 2025 as Drinking Water Week in Arvada.

Members of the Arvada Infrastructure Department will be present to accept the proclamation.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 4/16/2025
Laura Hemler, Assistant City Attorney 4/16/2025

Approved by:

Rachel Morris, City Attorney 4/22/2025

Linda Haley, Acting City Manager 4/22/2025

Enclosure, exhibits & attachments required to support the report

WHEREAS, drinking water is a vital natural resource, essential to the health, safety and well-being of our Arvada community; and

WHEREAS, the City of Arvada is committed to providing high-quality drinking water to protect public health, aid in fire protection, and support our economy and quality of life; and

WHEREAS, we recognize the importance of protecting our water sources, investing in water infrastructure, and bringing awareness to the public about the value of water; and

WHEREAS, National Drinking Water Week provides an opportunity to highlight the critical role water plays in our daily lives and thank the dedicated individuals who help ensure our water is safe and reliable.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado that May 4-10, 2025, be designated as Drinking Water Week and encourage all Arvada community members to learn more about their drinking water.

Dated this 6th day of May 2025

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember

Brad Rupert, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
5.D.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

SUBJECT: Proclamation for Mental Health Month - Presented by Councilmember Rupert

Report in Brief

City Council will proclaim the month of May 2025 as Mental Health Month.

Olivia Lawson, Clinical Quality Manager with Jefferson Center for Mental Health will be present to accept the proclamation.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 4/21/2025
Laura Hemler, Assistant City Attorney 4/21/2025

Approved by:

Rachel Morris, City Attorney 4/22/2025

Linda Haley, Acting City Manager 4/22/2025

Enclosure, exhibits & attachments required to support the report

- WHEREAS,** good mental health is essential to the overall health and emotional well-being of all children, youth, adults and families; and promotes a healthy community; and
- WHEREAS,** nearly one in four people in our communities experience a mental health condition each year and more than 17% of individuals in our communities experience substance use disorder each year including alcohol and drug use; and
- WHEREAS,** the lack of awareness of where to seek support, and stigma against mental health conditions and substance use disorders prevents many people from accessing care and when mental health problems and substance use disorders are detected early and treated, people can recover and maintain a healthy and independent life; and
- WHEREAS,** increased focus on the prevention of mental health conditions and substance use disorders among children, adolescents, and adults through screening and early intervention helps reduce suffering and improve lives; and
- WHEREAS,** it is imperative that all members of our community, irrespective of age, gender expression, sexual identification, race, culture, ethnic background, education, or economic status, have equitable access to essential care, support, and services for mental health and substance use conditions; and
- WHEREAS,** the City of Arvada is dedicated to improving the health and well-being of its citizens and employees by increasing awareness, ending stigma, and focusing on the integral role of mental health in all our lives.

NOW, THEREFORE, BE IT PROCLAIMED that the Mayor and the Arvada City Council hereby designates the month of May 2025 as Mental Health Month and call upon all citizens, government agencies, public and private institutions, businesses, and schools to recommit our communities and resources to increasing awareness and understanding of mental health, providing appropriate and accessible services for all citizens, and making mental health a priority.

Dated this 6th day of May 2025.

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember

Brad Rupert, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
5.E.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

SUBJECT: Proclamation for Foster Care Awareness Month - Presented by Mayor Pro Tem Moorman

Report in Brief

City Council will designate May 2025 as Foster Care Awareness Month.

Britt Kelley, Foster Friendly Manager with Colorado Kids Belong, will be present to accept the proclamation.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 4/23/2025
Laura Hemler, Assistant City Attorney 4/23/2025

Approved by:

Rachel Morris, City Attorney 4/24/2025

Linda Haley, Acting City Manager 4/24/2025

Enclosure, exhibits & attachments required to support the report

WHEREAS, our children in foster care deserve to have a safe, stable, and loving family where they can thrive and find belonging while they wait to return home or find a new permanent home; and

WHEREAS, kinship and foster parents provide a valuable service in our community by opening their hearts and homes to these children and are in vital need of the support of the community; and

WHEREAS, foster parents play a unique role with birth families who need time to overcome challenges and time to be whole again; and

WHEREAS, we want to thank and highlight the large and diverse community of nonprofit organizations, businesses, civic groups, public servants, and individuals who are committed to the cause of caring for and raising awareness of the needs of children and youth in foster care; and

WHEREAS, the Arvada City Council recognizes the vital role foster parents play in the lives of children and youth in foster care and the roles case workers and the community play in shaping the lives of children and youth in foster care.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and the Arvada City Council that May 2025, be designated as Foster Care Awareness Month in Arvada.

Dated this 6th day of May 2025.

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember

Brad Rupert, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
5.F.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

SUBJECT: Proclamation for National Preservation Month - Presented by Councilmember Davis

Report in Brief

City Council will designate May 2025 as National Preservation Month.

Judith Denham, President of the Arvada Historical Society, will be present to accept the proclamation.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 4/23/2025
Laura Hemler, Assistant City Attorney 4/23/2025

Approved by:

Rachel Morris, City Attorney 4/24/2025

Linda Haley, Acting City Manager 4/24/2025

Enclosure, exhibits & attachments required to support the report

- WHEREAS,** The National Trust for Historic Preservation declared the month of May as National Preservation Month; and
- WHEREAS,** Arvada is a community rich in history, both physical assets and events that have shaped our lives today; and
- WHEREAS,** preserving this history informs the community about our foundation, enriching current and future residents; and
- WHEREAS,** the City of Arvada is committed to preserving our history, as documented in official Plans and Ordinances.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado, that May 2025 be designated National Preservation Month to acknowledge the importance of preserving our historic legacy and we encourage all Arvada citizens to learn about our historic legacy.

Dated this 6th day of May, 2025

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember

Brad Rupert, Councilmember



REPORT TO CITY COUNCIL PRESENTATION

AGENDA ITEM
6.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

SUBJECT: Arts & Culture Commission Presentation

Report in Brief

"PRESENTER: Adelle Burton and Arts & Culture Commission"

The Arvada Arts and Culture Commission (AACC) has developed a presentation summarizing their recent work and strategic priorities for the coming year. Discussion topics include: providing an overview of the commission's annual operations, updates on upcoming projects, highlights from past projects, and other priorities related to arts and culture in Arvada.

Background

The Arvada Arts and Culture Commission (AACC) is one of the City Council-appointed advisory commissions. AACC supports, cultivates, and advocates for a variety of arts, culture, and heritage opportunities throughout the Arvada community.

As the Council is aware, the AACC has already added value to the community, and, more specifically, to public spaces in the Arvada community. Examples of the AACC's contributions include mural support in Olde Town, the Babe Walls revamp, Garrison St. mural, and Quaker St. mural. The presentation will reference the AACC's previous contributions as well as future ideas.

Strategic Alignment

This presentation aligns with the vision articulated in the City Council Strategic Plan. Specifically, the Arvada Arts and Culture Commission presentation advances the Strategic Results and Milestones listed in the Vibrant Community and Neighborhoods priority area of the strategic plan.

Next Steps

FOR WORKSHOPS ONLY

Prepared by:

Adelle Burton, Special Events Coordinator

Reviewed by:

Approved by:

Derrick Kuhl, Deputy Director VCN 4/15/2025

Bryan Archer, Director of Finance 4/15/2025

Gail Walker, Legal Specialist-Contracts 4/18/2025

Janelle Miller, Assistant City Attorney 4/18/2025

Don Wick, Deputy City Manager 4/20/2025

Enclosure, exhibits & attachments required to support the report

ARVADA
arts & culture
COMMISSION

KIMBERLY WAGNER, CHAIR
SARAH KOLB, SECRETARY
ARVADA ARTS & CULTURE COMMISSION

We use the arts to
create deeply
connected
communities.

Commission members:

Kimberly Wagner
Emily Grace King
Sarah Kolb
Heather Steffen
Judy Gardner
Mark Nelson
Tory Fink
Cathy Moore



The Arvada Arts & Culture Commission

- . Makes places that deepen community attachment
- . Invests in the future of arts and culture
- . Creates a diversity of arts experiences for all
- . Makes a home for artists and creative industry

PUBLIC ART COLLECTION





Arts Maintenance

- Evaluates and maintains condition of 200+ artworks in the city's collection
- Treat and repair worn and damaged artworks to preserve value and investment

OLDE TOWN





Olde Town Arvada

- Four painted electric boxes
- Three ground murals
- Olde Town mural
- Denver Beer Co. Mural
- Mural Funding Project
- Support for Mural Festival

SHORT STORY MACHINE





Short Edition

Short Story Dispenser

- Activates local businesses with a free cultural experience
- Machine moves each quarter
- Over 2,700 stories dispensed per year



Recent Short Edition

Locations:

Silver Vines Winery, City Hall, Someplace Else Brewery, Ziggi's, Red Rocks Community College, and the Arvada Center

Currently: Majestic View Nature Center

LAND MARK EXHIBIT





LandMark Exhibit

- . Activated 13 parks with sculptures on loan or permanent murals
- . Five of the thirteen included artists live in Arvada
- . Several artworks were permanently donated

MURALS





Greater Arvada area

- *La Letra* - Marco Antonio Garcia
- Garrison Street Community Mural – Catie Michel
- Quaker St. Underpass – Anna Charney
- New Murals at Babe Walls - Danielle SeeWalker
- Olde Town Shindig - Nutrition Building
- Ethan's Gallery

GARRISON STREET MURAL





Garrison Street Community Mural

- . Began as a proposal from the Flower Street Folks neighborhood group
- . AACCC held a call for entry based on their proposal
- . Their goals: Connect their neighborhood and reflect the ecology of the creek
- . Public painting days and nature walks held by the artist – Catie Michel.



QUAKER STREET MURAL



Quaker Street Mural

- . Site proposal came from a community member who uses the trails and suggested this bike path location.
- . Public art integrated to trail systems in Arvada.
- . Artist Anna Charney developed this immersive design for the location.



BABE WALLS



Danielle SeeWalker – Mural Update

- Murals needed some repair – artist Danielle SeeWalker updated part of the wall.
- Features her iconic Native art + pop art style.

AACC Goals for 2025



Information Sharing

- Podcast appearance
- Mural project videos
- Council appearances
- Public art map and digital interface
- Visibility at Winterfest, Kite Fest, Summerfest
- Commission members attending CCI conference

CONCEPT



Public Art Projects

- Leyden Rock Mural - late summer
- Re-locate FanFare sculpture
- Site identification and collaboration with BabeWalls for 2026
- Assess locations for sculptures and additional murals

AACC 2025 Goals:

Podcast for the City of Arvada – completed 2/25

Leyden Rock Mural - late summer

Public Art Mural Interactive/Brochure Map

Visibility at Winterfest, Kite Festival, & Summerfest

Re-locate FanFare Sculptures

Site identification and collaboration with BabeWalls for 2026

Commission members attend CCI Conference - May 2025

Assess locations for sculptures and additional murals

Thank you

ARVADA
arts & culture
COMMUNICATION

WE USE THE ARTS TO CREATE DEEPLY CONNECTED COMMUNITIES.



REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

SUBJECT: Consent Agenda

Report in Brief

1. R25-039, A Resolution Authorizing an Agreement By and Between the City of Arvada and American West Construction, LLC for Construction Services Relating to Simms Tank Vault and 80th Valve Replacement, Project No. 23-WA-12, in an Amount Not to Exceed \$2,092,884.44

2. R25-040, A Resolution Authorizing a Construction Management/General Contractor (CM/GC) Agreement By and Between the City of Arvada and Garney Companies, Inc. for the Water Treatment Plant Replacement Project, Awarding Phase I Services Only, In an Amount Not to Exceed \$1,200,512.00

3. R25-041, A Resolution Authorizing an Agreement Between the City of Arvada and Colorado Golf and Turf, Inc. for Leasing of Golf Carts, Beverage, and Utility Vehicles at West Woods Golf Club and Lake Arbor Golf Club in an Amount not to Exceed \$1,488,401.40

4. R25-044, A Resolution Authorizing an Employment Agreement Between the City Of Arvada and Don Wick as City Manager

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

YES _____ NO _____ ABSENT _____

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

YES _____ NO _____ ABSENT _____

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.1.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

SUBJECT: R25-039, A Resolution Authorizing an Agreement By and Between the City of Arvada and American West Construction, LLC for Construction Services Relating to Simms Tank Vault and 80th Valve Replacement, Project No. 23-WA-12, in an Amount Not to Exceed \$2,092,884.44

Report in Brief

The attached resolution authorizes an agreement with American West Construction, LLC. for an amount not to exceed \$2,092,884.44. This project involves the replacement of existing valves within the Simms Tank Vault, including two 24" valves, one 30" valve and one 18" flow meter. The project will also install a new 30" valve and drain pipeline near Newman St and W 80th Ave, a new 24" and 18" butterfly valve at Kipling and W 80th Ave, and a new 24" and two 12" butterfly valves at the intersection of Hoyt Way and W 80th Ave.

The Arvada team recommends that the City Council approve R25-039, A Resolution Authorizing an Agreement By and Between the City of Arvada and American West Construction, LLC for Construction Services Relating to Simms Tank Vault and 80th Valve Replacement, Project No. 23-WA-12, in an Amount Not to Exceed \$2,092,884.44.

Financial Impact

CIP Project:23WA12 - Simms Tank Vault & 80th Ave Valve Replacement

Financial Impact: \$2,092,884.44

Funding Source: UT Water Capital Projects

CIP Account Number: PRJ25000021

Background

Water infrastructure installed prior to 1980 generally has a 50-year life cycle. As this part of the water system reaches the end of its life cycle, the infrastructure needs to be replaced to ensure the water transmission system's continued reliability, efficiency, and safety to provide long-term service to the community. The Simms tank, vault, valves and pipeline were installed in the early 1970s and portions need replacement for continued uninterrupted service.

Discussion

On February 27, 2025, the City advertised for construction services for the project. Two bidders responded as shown below.

Contractor	Bid Amount	Confirmed to Meet Minimum Qualifications as stated in the RFB and Completed Reference Checks
American West Construction, LLC	\$2,092,884.44	Yes
BT Construction	\$2,541,586.22	Yes

SUBJECT: R25-039,

A Resolution Authorizing an Agreement By and Between the City of Arvada and American West Construction, LLC for Construction Services Relating to Simms Tank Vault and 80th Valve Replacement, Project No. 23-WA-12, in an Amount Not to Exceed \$2,092,884.44

PAGE: 2**ITEM: 8.A.1.**

The lowest qualified bidder was American West Construction, LLC. and they have successfully completed multiple large diameter water valve replacement projects and can meet the City's schedule. This work is expected to begin with a notice to proceed after contract execution and be completed by April 2026.

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:

INF1: 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.

INF5: Applied cost-effective and timely engineering, planning and design, construction practices, and established standards and specifications to align public infrastructure reinvestment capacity with community needs.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R25-039, A Resolution Authorizing an Agreement By and Between the City of Arvada and American West Construction, LLC for Construction Services Relating to Simms Tank Vault and 80th Valve Replacement, Project No. 23-WA-12, in an Amount Not to Exceed \$2,092,884.44.

Suggested Motion:

I move that R25-039, A Resolution Authorizing an Agreement By and Between the City of Arvada and American West Construction, LLC for Construction Services Relating to Simms Tank Vault and 80th Valve Replacement, Project No. 23-WA-12, in an Amount Not to Exceed \$2,092,884.44, be (approved) (rejected).

Prepared by:

Kelli Bradley, Civil Engineer III

Reviewed by:

Approved by:

Claudia Vaughan, City Engineer

4/15/2025

SUBJECT: R25-039,

A Resolution Authorizing an Agreement By and Between the City of Arvada and American West Construction, LLC for Construction Services Relating to Simms Tank Vault and 80th Valve Replacement, Project No. 23-WA-12, in an Amount Not to Exceed \$2,092,884.44

PAGE: 3**ITEM:** 8.A.1.

Mary Stahl, Senior Civil Engineer	4/15/2025
Jacqueline Rhoades, Director of Infrastructure	4/15/2025
Bryan Archer, Director of Finance	4/15/2025
Tammy Hedlund, Legal Specialist	4/17/2025
Jessica Morales, Assistant City Attorney	4/17/2025
Don Wick, Deputy City Manager	4/20/2025
Rachel Morris, City Attorney	4/22/2025
Linda Haley, Acting City Manager	4/22/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-039

A RESOLUTION AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND AMERICAN WEST CONSTRUCTION, LLC FOR CONSTRUCTION SERVICES RELATING TO SIMMS TANK VAULT AND 80TH VALVE REPLACEMENT, PROJECT NO. 23-WA-12, IN AN AMOUNT NOT TO EXCEED \$2,092,884.44

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 that 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 6th day of May, 2025.

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
AMERICAN WEST CONSTRUCTION, LLC FOR CONSTRUCTION
SERVICES RELATING TO SIMMS TANK VAULT AND 80TH VALVE
REPLACEMENT, PROJECT NO. 23-WA-12, IN AN AMOUNT NOT TO
EXCEED \$2,092,884.44**

This Agreement made this _____ day of _____, 2025, by and between the City of Arvada, a home rule municipal corporation (“Arvada” and/or “City”) and American West Construction, LLC (“Contractor”), collectively referred to as the “Parties.”

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 relating to its Simms Tank Vault and 80th Valve Replacement, Project No. 23-WA-12, 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 23-WA-12 Simms Tank Vault and 80th Valve Replacement ("CSB"), including General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, and all exhibits and/or addenda;
 - B. Contractor's Response to 23-WA-12 Simms Tank Vault and 80th Valve Replacement 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, dated October 23, 2023;
 - H. Requests for Information and Responses (if any); and
 - 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 solicitation, entitled 23-WA-12 Simms Tank Vault and 80th Valve Replacement; (3) City of Arvada Engineering Code of Standards and Specifications, dated October 23, 2023; (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, 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 within 365 days after the date of the Notice to Proceed, 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 **\$2,092,884.44**.
- 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 \$2,092,884.44 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.
- 7.11. **No Third-Party Beneficiaries.** The Parties understand and agree 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 Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action to any other third party on this Agreement. It is the intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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 _____, 2025.

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: _____

**AMERICAN WEST CONSTRUCTION,
LLC**, a Colorado Limited Liability Company

Brian Schrameyer
Member/Vice President
275 E. 64th Avenue
Denver, CO 80221
bschrameyer@trustawc.com

CBS_25-ENG-018 Simms Tank Vault and 80th Valve Replacement

AN AGREEMENT BY AND BETWEEN THE CITY OF
ARVADA AND AMERICAN WEST CONSTRUCTION, LLC
FOR CONSTRUCTION SERVICES RELATING TO SIMMS
TANK VAULT AND 80TH VALVE REPLACEMENT,
PROJECT NO. 23-WA-12, IN AN AMOUNT NOT TO
EXCEED \$2,092,884.44

CITY OF ARVADA

COMPETITIVE SEALED BID

BID #: 25-ENG-018

Title: 23-WA-12 Simms Tank Vault and 80th Valve Replacement

Issue Date: 2/27/2025

Mandatory Pre-bid Meeting: 03/06/2025 – 11:30 AM MT
Virtual ONLY
Simms Tank Vault - Pre-Bid Meeting
Video call link: <https://meet.google.com/smx-magn-gpn>
Or dial: (US) +1 515-318-5509 PIN: 976 506 557#

Questions Deadline: 03/13/2025 2:00 pm MT
Questions must be submitted through BidnetDirect.com. Responses will be posted on Bidnet via addendum.

Bid Due Date: 03/26/2025 2:00 pm MT
Virtual Opening Information: Join Zoom Meeting
<https://arvadaco-gov.zoom.us/j/82654668130?pwd=9fbhLnN7qbgTpham9aoQXKVe6b5udP.1>
Meeting ID: 826 5466 8130
Passcode: 716696

Bid Delivery address: Electronic Submissions must be submitted online at BidNetDirect.com by the above date and time. Late responses will not be considered for award.

Project Delivery Date: 365 Days after NTP
For additional administrative information not related to the project, contact: Doreen Mazza, dmazza@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 Bond	page 25
• Bid Proposal	page 26
• Sample Bid Schedule	page 27
• Required Contractor Submittal Form	page 29
• Preview of Documents if Awarded	page 30

Attachments

Attachment 1 – Bid Schedule
Attachment 2 – Construction Drawings
Attachment 3 – Irrigation Drawing

ARVADA'S VISION MISSION AND VALUES

VISION: We dream big and deliver.

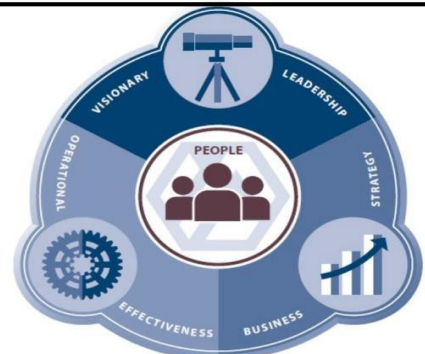
MISSION: We are dedicated to delivering superior services to enhance the lives of everyone in our community.

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, Project No. 23-WA-12

Project Title: Simms Tank Vault

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

No cost bid documents may be obtained at www.bidnetdirect.com on or after February 27, 2025

ESTIMATED QUANTITIES OF THE MAJOR ITEMS OF WORK ARE BELOW (SEE BID TAB FOR COMPLETE BID ITEM LIST):

Site A - Simms Tank Vault	
Vault Waterline and fittings, Restrained, Complete in Place	1 LS
Flow Control, Special Fittings and Measure Devices or Systems	1 LS
Furnish and Install Vent Fan	1 LS
Remove and dispose of existing vault lid (19' 8" x 25' 8" x 1')	1 LS
Pre-fab new vault lid - (19' 8" x 25' 8" x 1')	1 LS
Install new lid - (19' 8" x 25' 8" x 1')	1 LS
Electric Upgrades	1 LS
Site B – W 80th Ave and Church Ditch	
30" Waterline and fittings, Restrained, Complete in Place	1 LS
30" Flow Control, Special Fittings and Measure Devices or Systems	1 LS
6" Waterline and fittings, Restrained, Complete in Place	1 LS
6" Flow Control, Special Fittings and Measure Devices or Systems	1 LS
Concrete Headwall and Apron	1 LS
Rip Rap (Type L) and Bedding (6" CDOT Type II Bedding)	
Site C – Kipling and W 80th Ave	
24" Flow Control, Special Fittings and Measure Devices or Systems	1 LS
18" Flow Control, Special Fittings and Measure Devices or Systems	1 LS
Site D – Hoyt and W 80th Ave	
24" Flow Control, Special Fittings and Measure Devices or Systems	1 LS
12" Flow Control, Special Fittings and Measure Devices or Systems	1 LS

Bidders, subcontractors and suppliers must be familiar with the current City of Arvada Engineering Code of Standards and Specifications, dated August 21, 2023, 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/167/Engineering-Code>. Holders are responsible for keeping current their City of Arvada Engineering Code of Standards and Specifications.

Date: 02/27/2025

CITY OF ARVADA

 Digitally signed by Claudia Vaughan,
PE
DN: c=US,
E=cvaughan@arvada.org,
CN="Claudia Vaughan, PE"
Date: 2025.02.27 08:39:50-07'00'

Claudia Vaughan
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", dated August 21, 2023, 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. ELIGIBILITY OF CONTRACTORS: MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED. Bids will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services described in this Solicitation. Contractors must be able to produce evidence that they have an established satisfactory record of performance for at least two (2) years and have sufficient finances and structure to ensure that they can satisfactorily execute the Contract requirements, as determined by authorities of the City. The City reserves the right, before awarding the contract, to require a Contractor to submit evidence of its qualifications including, but not limited to, financial, technical and other qualifications, as well as past performance with the City, for consideration in making the award in the best interest of the City.

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

Contractors are encouraged to consider the following method of payment.

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

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

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

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

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

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

22. PREPARATION AND SUBMISSION.

Bids will be prepared as follow:

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

INSURANCE REQUIREMENTS

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

1. ☒ **Commercial General Liability**, written on an occurrence form, for limits not less than \$1,000,000 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** for limits not less than \$1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

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

PROJECT SPECIAL PROVISIONS

SECTION 1: PROJECT QUALIFICATIONS

SECTION 2: SPECIAL CONDITIONS TO THE CONSTRUCTION CONTRACT

SECTION 3: SUMMARY OF WORK

SECTION 4: MEASUREMENT AND PAYMENT

SECTION 5: CONSTRUCTION SCHEDULES

Project Qualifications

1.01 Project Qualifications

Award of this project will be based on the contractor's competitive pricing assuming the contractor has demonstrated their capabilities through relevant project experience as well as the project approach to meet the City's needs.

Contractor will also need to demonstrate how they will meet the City's schedule, including consideration of long lead items.

- a. Project Cost
 - Project cost will be evidenced by the submitted Bid Schedule.
- b. Relevant Project Experience
 - Minimum Qualifications
 - i. 3 years of experience with constructing water pipeline and valves
 - Preferred Qualifications
 - i. Large diameter water pipeline experience (greater than 24" in diameter)
 - ii. Experience working in rehabilitating water vaults
 - The contractor shall include a list of projects, with details, that are relevant to the proposed work. The contractor should provide sufficient, recent projects to indicate the competence and ability to do the proposed work.
 - The contractor shall provide the resumes of the proposed superintendent, project engineer, and foreman, including references.
 - i. Changes to project personnel during the project, including superintendent, project engineer, and foreman will need to be reviewed and accepted by the City.
- c. Project Approach
 - The contractor shall include an overview of the project approach and a high-level project schedule (no more than two (2) pages). The schedule will clearly show materials procurement, time for work phases, and length of traffic control measures for each portion of the project. The schedule will be clear on how the work progression meets closure restrictions shown in section 3.03 Construction Timeframe/sequencing below.

END OF SECTION

SECTION 2: SPECIAL CONDITIONS TO THE CONSTRUCTION CONTRACT

2.01 SPECIFICATIONS

Specifications for the project shall be as specified the City's Engineering Code of Standards and Specifications, 2023 Edition, as published on the City website unless modified in this project manual.

2.02 EXISTING CONDITIONS

The bidder represents that they have carefully examined the contract documents and the site where the work is to be performed in accordance with the provisions of the General Conditions, and that they have familiarized themselves with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may affect the performance of the work. The bidder further represents that they have studied all documents pertaining to the job site, that they have performed such additional surveys and investigations as they deem necessary to assure themselves of their ability to complete the work at this bid price, and that they have correlated the results of all such data with the requirements of the contract documents.

The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality quantities, and scope of work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as they might be expected to exist; but it is not intended nor is it to be inferred that showing said conditions constitute a representation that such conditions are accurate or complete.

Where the City or the Engineer or their consultants have made investigations of subsurface conditions in areas where the work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made.

Where such investigations have been made, bidders or Contractors may inspect the records as to such investigations subject to the above limitations. The record of such investigations is not a part of the contract and is provided solely for the convenience of the bidder or Contractor.

No information derived from such inspection of records of investigation or compilation thereof made by the City, the Engineer, or their consultant will in any way relieve the bidder or Contractor from any risk or from properly fulfilling the terms of the contract nor entitle the Contractor to any additional compensation.

2.03 MOBILIZATION

The Contractor shall limit storage equipment and supplies and remain within the limits of disturbance on the Drawings. The Contractor shall supply portable sanitary facilities for the site.

2.04 SURVEYING

Survey shall comply with Section 342 Staking and Grade Control of Engineering Code of Standards and Specifications, 2023 Edition. The Contractor shall obtain surveying services for the staking of the project. The surveyor employed will be a Colorado Registered Licensed Surveyor and have the expertise to perform such services. All costs associated with surveying shall be included in the price of the project.

2.05 SAFETY REQUIREMENTS:

The contractor is responsible for ensuring all safety measures are implemented and maintained including rules and regulations required by the Occupational Health and Safety Administration (OSHA).

2.06 PERMITS REQUIRED:

As a subsidiary obligation of the contract, the Contractor shall obtain all required permits needed for the project including those required by other agencies as outlined in section 144.00 of the City of Arvada Standards and Specifications. Permits include but are not limited to the following:

1. City of Arvada
 - a. CIP Permit
 - b. Site Disturbance Permit if disturbing over 0.5 acres
2. CDPHE
 - a. Construction Stormwater Discharge Permit if disturbing over 5 acres
 - b. Construction Dewatering Discharge Permit

2.07 CONTRACTOR'S WORK HOURS

Contractor (and Subcontractor) regular working hours shall comply with Section 129.01 Working Hours of Engineering Code of Standards and Specifications, 2023 Edition.

Arterial Streets:	- Monday – Friday 8:30am – 3:30pm - Must maintain one lane each way at all times
Collector Streets:	- Monday – Friday 8:30 am – 3:30 pm only - Must maintain one lane with adequate flagging at all times
Local Streets	- Monday – Friday 7:00 am – 7:00 pm - May be closed to thru traffic (during working hours) unless otherwise noted

City street classifications:

1. W 80th Avenue – Arterial
2. Simms St – Collector
3. Newman St – Local
4. Kipling St – Arterial
5. Hoyt Way – Collector

Any work outside of the regular working hours must be requested to the Project Engineer to perform overtime work outside of allowable working hours. Requests for work outside regular working hours shall be received a **minimum of 14 working days** prior to the proposed date of the work. The Project Engineer will complete the necessary reviews and obtain the appropriate approvals to comply with Arvada Municipal Code.

There shall also be no construction during City observed holidays. Arvada observed holidays generally include New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day.

City of Arvada's Water Operations Division has different work hours and limitations to perform work as listed in Section 400 of Engineering Code of Standards and Specifications, 2023 Edition.

2.08 PROJECT MEETINGS:

Meetings shall be held between the City, Contractor, and other applicable entities at a standard time and place, established during the preconstruction meeting. Meetings are to be typically held on at least a biweekly basis unless otherwise mutually agreed to by all Parties. The City shall require the attendance of Contractor's Superintendent and any other person(s) deemed necessary, including Subcontractors and/or suppliers, at these meetings. The meetings shall be conducted by the Contractor for the following purposes:

- Review the overall progress of the work and the current status of the schedule of work.
- Identification and resolution of problems which are or may be impeding the planned progress of the work.
- Coordination of the efforts of concerned Parties so that the work progresses per the schedule of work.
- Maintenance of lines of communication, including sound working relationships between the City and Contractor, and a mutual understanding of requirements of the Contract Documents.

The Contractor shall be responsible for the preparation and distribution of the meeting agenda, and the written minutes of these meetings to all attendees and other concerned or impacted parties. The Contractor shall be responsible for the preparation and distribution of a three-week lookahead schedule prior to the meeting. The Contractor shall distribute the three-week lookahead schedule a minimum of two (2) business days before the meeting.

- 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.

2.09 FIELD MODIFICATIONS:

Field modifications shall be documented using one of the following methods:

- Request for Information (RFI): Contractor shall be responsible for submitting proposed field changes in writing to the Project Engineer. Reasonable time must be allowed for the Project Engineer to design field engineered changes. The additional costs for performing field engineered construction changes and allowing the Project Engineer reasonable time to design field engineered changes as necessary to complete the work shall be included in the contractor's unit price bid for pipe and appurtenances. The Project Engineer shall have 7 days to respond to the request. The Contractor's RFI submission should include written and visual representation of the proposed changes (i.e. drawing markup & description).
- Field Order: Field orders given by the Project Engineer will be recorded in writing using the City's Field Order Form and is to be signed by the contractor's authorized representative.

If either a field order or request for information results in the need for a change in cost or schedule, the contractor shall submit a change order for review and approval by the City.

2.10 CHANGE ORDERS:

The project manager shall be notified as soon as practical of a change to the project plan/contract. Official change orders shall be submitted within 5 days of the adjustment from the plan and shall indicate changes to cost and schedule. The City shall reserve the right to approve or reject any submitted change order requests from the contractor. Any change order request that is submitted to the City will require (5) business days to review and provide feedback. If the change order request presented is not justified with proper documentation, it will not be reviewed until adequate documentation has been provided. All change order requests are not to exceed the overall unit cost provided in the bid fees summary sheet.

2.11 NON-CONFORMITY OF MATERIAL OR FINISHED PRODUCT:

Materials not in conformance with contract requirements or these Standards and Specifications shall be considered defective and shall be rejected. Rejected materials shall be removed from the work site, and Contractor shall be required to replace and/or repair materials to meet the Contract Documents.

2.12 MAINTENANCE OF ACCESS TO RESIDENCES AND BUSINESSES

Access to residences and business shall comply with Section 149 Traffic Control, Barricades, and Warning Signs of Engineering Code of Standards and Specifications, 2023 Edition.

2.13 COORDINATION AND NOTIFICATION OF SERVICE DISRUPTION

Coordination and notification of service disruption shall comply with Section 146 Interruption of Services of Engineering Code of Standards and Specifications, 2023 Edition. Residents and businesses shall also be notified when service has been restored.

2.14 COMMUNICATION WITH THE PUBLIC

The City will send out letters to the impacted residences, businesses regarding the construction. The Contractor should plan on continuous communication with residents regarding work schedule for the duration of the project. The Engineer will help facilitate the efforts; however, an adequate communication plan and implementation of that plan is the responsibility of the Contractor.

2.15 COORDINATION WITH CITY STAFF

City Utility Department personnel are familiar with the project and the system, and are a valuable resource for information. However, they have many responsibilities, are not available at all times, and individuals may not have all the information available that is needed to make a field decision. The Contractor will only receive direction in the field from the Inspector and/or the City Project Manager.

2.16 CONNECTIONS TO EXISTING MAINS

It shall be the Contractor's responsibility to verify the location of all existing sanitary and/or water mains, which are to be connected, prior to the start of construction; and also verify the horizontal and vertical locations of all other utilities, sanitary sewers or water mains that may be affected by work. Procedures for connecting to existing mains shall follow those outlined in the City of Arvada's Engineering Code of Standards and Specifications, 2023 Edition.

2.17 LOCATING AND MARKING EXISTING UTILITIES

The Contractor shall have all existing utilities marked prior to construction and verify their location. Existing utility information shown on the Drawings has been confirmed by only limited locate and potholing data, and may not reflect the exact position of existing utilities, and may not show all the utility lines present.

The City will mark City-owned utilities, but other utilities will need to be located. Coordinate utility locates through the Utility Notification Center of Colorado, 811.

City-located utilities will be marked only one time. The Contractor shall be responsible for maintaining the locate marks. The Contractor must request the locates of City-owned utilities periodically as the work progresses rather than as a single event. Requests for locates shall not precede the construction activity in any given area by more than 2 weeks.

Utility potholing for location of existing utilities is required. All potholing must be completed and the information provided to the Project Engineer prior to installing any pipe.

2.18 PROTECTION OF EXISTING UTILITIES

Existing utilities that are not scheduled for replacement, removal or relocation shall be protected to avoid disruption of service. Adequate shoring, bracing and blocking shall be put in place to avoid damage or shifting of the utility lines and trench materials. All repairs required due to the work of the Contractor shall be the responsibility of the Contractor.

2.19 CONSTRUCTION MATERIAL STOCKPILE REQUIREMENTS

Construction stockpiles for earth, bedding materials and pipe materials should be placed in off-street areas where possible, with prior arrangement with property owners and approval by the City. Limited stockpiling in street areas is permitted, but only in small quantities, limited to two days worth of work on any street. Street stockpiling shall be on the same side of the street as the trenching where practical. Contractor shall coordinate and review stockpiling with the City prior to the work.

Excavated material and imported backfill material that is not scheduled to be placed as backfill within two days shall be removed from the street stockpile. Stockpiles shall not block the gutter flowline. Measures to control migration of sediment from stockpiles should be put in place, especially if left overnight or over a weekend or other break in the work.

Manhole riser and cone sections, manhole frames and covers, pipe fittings and valves should not be stored in the street, but should be stored in an off-site area until the day it is to be installed. Asphalt millings shall be stored in offsite areas and kept covered.

Stockpiling of materials within the boundary of the regulatory floodway is prohibited. Stockpiled materials within the boundary of the 100-year floodplain shall be anchored and protected against flooding.

2.20 CONSTRUCTION EQUIPMENT

The City has expressed the need to maintain the condition of the existing pavement and concrete infrastructure outside the project work areas, and along equipment and material haul routes. The use of appropriate construction equipment that is adequate to complete the required work for this project while minimizing pavement and concrete damage outside the defined work areas shall be required. The Contractor shall be held responsible for damages outside the defined work areas created by his activities.

2.21 MATERIALS TESTING:

Materials testing requirements shall be in accordance with the City's Engineering Code of Standards and Specifications section 322.00, Minimum Testing Requirements. The City will contract with a third-party testing company for this work. The Contractor shall be responsible for coordinating material testing when needed. The Contractor shall be responsible for safe access into the work area as well as allowing for the third-party tester to perform any tests or take any samples at the frequencies shown in section 322.00. Any non-conformance or covering of work prior to testing and/or acceptance by the City may result in the City not accepting such work. The Contractor shall be responsible for any additional costs associated with non-conformance and/or covering of work prior to acceptance. The Contractor may request electronic copies of any test reports for the project in writing from the Project Engineer.

2.22 OPERATING EXISTING VALVES AND HYDRANTS

Existing valves and hydrants are to be operated by City Utility Department personnel only. Contractor may operate new valves installed of the line segment they are installed on prior to acceptance by the City. Coordinate with City personnel and the Engineer when operating any new valve adjacent to an existing water line.

2.23 CONSTRUCTION WATER

Use of a fire hydrant to supply construction water will require the Contractor to obtain a hydrant meter. The hydrant meter requires a \$2,000 deposit which is refundable upon return of the meter in acceptable working condition. All construction water will be paid for by the City; however, the contractor shall not use water unnecessarily throughout the duration of the project.

2.24 PROTECTION OF EXISTING LANDSCAPING

Existing landscaping in the vicinity of the work areas shall be protected from damage, including lawns, shrubs and trees. Landscaping that interferes with the work may be removed after discussions with the property owner and approval from the City and must be replaced in a manner satisfactory to the property owner and the Engineer. Damaged landscaping shall be replaced in-kind at the expense of the Contractor.

2.25 END OF WORKDAY SITE CONDITIONS

Pipe trenches shall be backfilled to within a maximum of 5 feet from the end of the pipe at the end of each workday. A solid traffic-duty cover shall be placed over any open trench.

Streets where there is active work and/or stockpiles placed shall be swept daily at the end of the work shift. All backfilled and stabilized trenches shall be checked daily and repaired as required by the Engineer.

Erosion control measures shall be checked for correct placement and good condition, and repaired as needed, at the end of each day.

All loose materials, packaging, waste, trash and similar items shall be cleaned up at the end of the day and placed in proper storage location or receptacles.

END OF SECTION

SECTION 3: SUMMARY OF WORK

3.01 LOCATION

All work to be performed under this Contract is located at the areas shown on the attached drawings

3.02 DESCRIPTION OF WORK

The work of this Contract consists of furnishing all labor, materials, equipment, and incidentals required and performing all construction, installation, and testing of all improvements, modifications, and additions, as shown on the Drawings and specified in these specifications. The work includes, but is not necessarily limited to:

- New piping and appurtenances
- Excavation, dewatering, and backfilling
- Connections to existing facilities and facilities constructed by others
- Pavement patching, pavement replacement, curb and gutter replacement, sidewalk replacement
- Other miscellaneous work and cleanup.

3.03 CONSTRUCTION TIMEFRAME/SEQUENCING

Construction is to occur between November and March to allow for the Simms Tank to be taken out of service and allow for work to occur on the valves. The valves within the vault as well as along W 80th Ave have an estimated leak by of approximately 150 gpm. A recommended sequencing of valve replacement is below:

1. Install drain to Church Ditch and 30" Valve at Church Ditch Crossing
2. Simms Tank Vault
3. Hoyt and W 80th Ave
4. Kipling and W 80th Ave

The contractor may deviate from the above plan at their discretion assuming all requirements and restrictions are satisfied. The proposed sequencing above is not intended to dictate means and methods for the construction of the project.

The City reserves the right to adjust the priority of each locations without change in the contract agreement prices, per subsection 1121.05 Changes in Contract Price of the Arvada Engineering Code of Standards and Specifications. The

3.04 CONTRACTOR'S USE OF PREMISES

Contractor will not have complete and exclusive use of the premises for construction of the work.

Contractor shall limit the use of the premises for their work and for storage to allow for through traffic and operation of existing facilities during construction. The Contractor shall keep in mind that the Owner will continue to operate the existing facilities throughout construction.

Contractor shall coordinate the use of the premises with the Owner. Areas requiring shutdown of the existing facilities shall be coordinated with the Owner 48 business hours prior to taking those facilities out of service.

Contractor shall assume full responsibility for security of all their, and their subcontractor's, materials and equipment stored on the site.

Contractor, if directed by the Owner and/or Engineer, shall move any stored items that interfere with the operations of the Owner.

Contractor shall obtain and pay for use of additional storage if needed to perform the work.

3.05 OWNER OCCUPANCY

Owner will occupy premises during performance of the work for their normal operations. Coordinate all operations with the Owner to minimize conflict and to facilitate Owner usage.

END OF SECTION

SECTION 4: MEASUREMENT AND PAYMENT

4.01 REQUIREMENTS INCLUDED

Measurement and payment shall be as specified the City's Engineering Code of Standards and Specifications, latest edition, as published on the City website unless modified in this Section.

Work to be performed under this contract will be paid for on a unit cost or lump sum basis under the appropriate unit cost or lump sum Bid Items shown on the Bid Form. No item of Work shown on the drawings or in the Specifications will be considered for extra compensation due to a claim that it does not fall within the scope of one of the Bid items.

Contractor shall, within 10 days of receipt of Notice to Proceed, submit a complete breakdown of lump sum and unit cost bid items (Schedule of Values) showing value assigned to each part of Work. payment for materials delivered but not fully incorporated in Work will be made only if such materials are listed and assigned a value in Contractor's Schedule of Values.

The work of this Contract consists of furnishing all labor, materials, equipment and incidentals required and performing all construction, installation and testing of all improvements, modifications and additions, all as shown on the Drawings and as specified in these Specifications.

4.02 BID ITEMS

General

1. Mobilization, Demobilization, Permits, Fees, Licenses, Administration

Shall include all labor, materials, equipment, and incidentals required for the Contractor to mobilize. Shall include all costs for Contractor's insurance and bonds, construction permits and fees, job trailers and site administration expenses, utilities including power, telephone, etc. This item shall not exceed more than ten (10) percent of the Base Bid. This item will be paid as defined in the City of Arvada Engineering Code of Standards and Specifications, latest edition, Section 1124.00.

2. Traffic and Pedestrian Control

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Section 1180.00 (Lump Sum).

3. Sediment and Erosion Control

Sediment and Erosion Control plans shall be a submittal to be reviewed and approved by the City. A Site Disturbance Permit will be required if disturbing over 0.5 acres. This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Section 1136.00 (Lump Sum).

4. Utility Locate Potholing

Shall include all labor, materials, equipment, and incidentals required for construction (Lump Sum).

5. Construction Survey

Shall include all labor, materials, equipment, and incidentals required for construction (Lump Sum).

6. Dewatering

Shall include all labor, materials, equipment, and incidentals required for construction. Provide a day rate including a breakdown of all equipment and labor that can be utilized if dewatering is required. Dewatering will be paid as a T&M based on this day rate.

7. Owner Controlled Minor Contract Revisions

Owner controlled allowance to be applied to address minor work required to provide a fully functioning water transmission line.

Site A - Simms Tank Vault

8. Connect to Existing 30" Waterline

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1146.02 (Each).

9. Connect to Existing 24" Waterline

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1146.02 (Each).

10. Vault Waterline and fittings, Restrained, Complete in Place

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1144.00 (Lump Sum).

11. Flow Control, Special Fittings and Measure Devices or Systems

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1142.00 (Lump Sum).

12. Chlorination and pressure test

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1146.03 (Lump Sum).

13. Reset, Relocate, Reconnect Adjust (fence, bollards, pole, pedestal)

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1141.00 (Lump Sum).

14. Furnish and Install Vent Fan (automatic operation) hard wired connection to light switch

Shall include all labor, materials, equipment, and incidentals required for construction (Lump Sum).

15. Remove and Replace 15-Inch RCP Drainage Pipe and flared end section (FES)

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1134.00 & 1146.00 (Lump Sum).

16. Concrete Pan from FES to Edge of Vault

Shall include all labor, materials, equipment, and incidentals required for construction including required grading and concrete pan installation (Lump Sum).

17. Remove and dispose of existing vault lid (19' 8" x 25' 8" x 1')

Shall include all labor, materials, equipment, and incidentals required for construction (Lump Sum).

18. Pre-fab new vault lid - (19' 8" x 25' 8" x 1')

Shall include all labor, materials, equipment, and incidentals required for construction (Lump Sum).

19. Install new lid - (19' 8" x 25' 8" x 1')

Shall include all labor, materials, equipment, and incidentals required for construction. New lid shall be constructed to H-20 highway loading standards (Lump Sum).

20. Electric Upgrades

Shall include all labor, materials, equipment, and incidentals required for construction (Lump Sum).

21. Install New Electrical Duct from Vault to Tank Hatch

Shall include all labor, materials, equipment, and incidentals required for construction (Lump Sum).

22. Core duct bank to vault

Shall include all labor, materials, equipment, and incidentals required for construction. Prior to any penetrations into the existing vault, the vault wall shall be X-rayed to ensure no structural damage to the vault occurs. All wall penetrations shall be sealed with link seal or equivalent (Lump Sum).

23. Landscaping & Restoration (Includes Sod, Seeding, Topsoil & Mulch)

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1193.00 & 1194.00 (Square Yards).

24. Irrigation System Restoration

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1192.00 (Lump Sum).

25. Simms - 10.5" Full Depth - Remove and Replace

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1137.01 & 1171.00 (Square Yards).

26. 2" Mill - 2' Outside of Full Depth

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1173.00 (Square Yards).

27. Infrared Asphalt Joints

Shall include all labor, materials, equipment, and incidentals required for construction of the concrete headwall and apron (Lump Sum).

28. Pavement Marking

This item includes, replacing existing rumble strips and delineators as needed. This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1177.00 (Lump Sum).

Site B - Newman and W 80th Ave

29. Connect to Existing 30" Waterline

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1146.02 (Each).

30. 30" Waterline and fittings, Restrained, Complete in Place

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1146.00 (Lump Sum).

31. 30" Flow Control, Special Fittings and Measure Devices or Systems

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1142.00 (Lump Sum).

32. 6" Waterline and fittings, Restrained, Complete in Place

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1146.00 (Lump Sum).

33. 6" Flow Control, Special Fittings and Measure Devices or Systems

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1142.00 (Lump Sum).

34. Concrete Headwall and Apron

Shall include all labor, materials, equipment, and incidentals required for construction of the concrete headwall and apron (Lump Sum).

35. Rip Rap (Type L) and Bedding (6" CDOT Type II Bedding)

Shall include all labor, materials, equipment, and incidentals required for construction of the concrete headwall and apron (Lump Sum).

36. Chlorination and pressure test

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1146.03 (Lump Sum).

37. Remove and Dispose of AC pipe

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1146.08 (Lump Sum).

38. Landscaping & Restoration (Includes Gravel Driveway, Sod, Seeding, Topsoil & Mulch)

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1193.00 & 1194.00 (Square Yards).

39. W 80th Ave - 10.5 full depth

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1137.01 & 1171.00 (Square Yards).

40. 2" Mill and Overlay

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1173.00 (Square Yards).

41. Infrared Asphalt Joints

Shall include all labor, materials, equipment, and incidentals required for construction of the concrete headwall and apron (Lump Sum).

42. Pavement Markings

This item includes, replacing existing rumble strips and delineators as needed. This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1177.00 (Lump Sum).

Site C - Kipling and W 80th Ave

43. Connect to Existing 24" Waterline

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1146.02 (Each).

44. Connect to Existing 12" Waterline

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1146.02 (Each).

45. 24" Flow Control, Special Fittings and Measure Devices or Systems

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1142.00 (Lump Sum).

46. 18" Flow Control, Special Fittings and Measure Devices or Systems

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1142.00 (Lump Sum).

47. Chlorination and pressure test

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1146.03 (Lump Sum).

48. Remove and Dispose of AC pipe

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1146.08 (Lump Sum).

49. W 80th Ave - 10.5" full depth

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1137.01 & 1171.00 (Square Yards).

50. 2" Mill and Overlay

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1173.00 (Square Yards).

51. Infrared Asphalt Joints

Shall include all labor, materials, equipment, and incidentals required for construction of the concrete headwall and apron (Lump Sum).

52. Pavement Markings

This item includes, replacing existing rumble strips and delineators as needed. This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1177.00 (Lump Sum).

Site D - Hoyt and W 80th Ave

53. Connect to Existing 24" Waterline

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1146.02 (Each).

54. Connect to Existing 12" Waterline

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1146.02 (Each).

55. 24" Flow Control, Special Fittings and Measure Devices or Systems

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1142.00 (Lump Sum).

56. 12" Flow Control, Special Fittings and Measure Devices or Systems

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1142.00 (Lump Sum).

57. Chlorination and pressure test

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1146.03 (Lump Sum).

58. Remove and Dispose of AC pipe

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1146.08 (Lump Sum).

59. W 80th Ave - 10.5 full depth

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1137.01 & 1171.00 (Square Yards).

60. 2" Mill and Overlay

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1173.00 (Square Yards).

61. Infrared Asphalt Joints

Shall include all labor, materials, equipment, and incidentals required for construction of the concrete headwall and apron (Lump Sum).

62. Pavement Markings

This item includes, replacing existing rumble strips and delineators as needed. This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1177.00 (Lump Sum).

END OF SECTION

SECTION 5: CONSTRUCTION SCHEDULES

5.01 CONTRACTOR REQUIREMENTS INCLUDED

The Contractor shall submit the proposed Schedule of Work in accordance with the provisions and time frames stated in this Section and in the Contract. Electronic copies of all Schedules and Schedule updates shall be submitted initially and monthly thereafter.

Contractor shall submit updated Schedule of Work monthly or more frequently when required and acceptable to the Engineer. Progress payment shall not be made unless the Contractor submits the monthly schedule update.

The Contractor shall submit an updated 3 week look ahead schedule weekly for the project team to review upcoming activities.

Contractor's Schedule is to be considered and used as a working tool and will not become a part of Contract or Contract Documents.

5.02 RELATED REQUIREMENTS

- A. Conditions of Contract
- Summary of Work

5.03 FORM OF SCHEDULES

The Schedule of Work shall utilize a Critical Path Method (CPM). Contractor shall prepare, maintain, and furnish current detailed progress and schedule charts using the CPM schedule, which shall support the Contract performance dates. Schedule shall identify Work in Contract in sufficient detail to ensure compliance with Contract dates, schedules, and sequences of construction.

CPM schedule shall be maintained throughout life of Contract. Contractor shall designate an authorized representative within its firm who will be responsible for preparation of the CPM network plan and schedule and for monitoring progress of Project.

- A. Schedule submittal: In accordance with the Contract, Contractor shall submit to the Engineer complete CPM schedule. A schedule of estimated monthly progress payments shall be developed by Contractor and submitted with CPM network plan. Contractor shall also submit Schedule of Values and schedule of Shop Drawings and sample submittals.
- B. Acceptance of Contractor's Schedule by Engineer will not relieve Contractor from compliance with all conditions of the Contract. Errors and omissions in accepted Contractor's Schedule will not be cause for future claims by Contractor for extra costs or increased Contract Time.
- C. Schedule is Contractor's schedule, prepared by them and they remain solely responsible for adherence thereto.
- D. Changes to Schedule: Contractor may at any time make changes to its current plan and schedule upon notification to Engineer. Contractor shall submit changes schedule for any of the following reasons:
 - a. When delay in completion of any activity or group of activities indicates an extension of scheduled Project completion including delays which may be involved with change orders, strikes, unusual weather, etc.

- b. Delays in submittals or deliveries or work stoppage are encountered which make re- planning or rescheduling of Work necessary.
 - c. Schedule does not represent actual prosecution and progress of Project.
- E. Engineer's acceptance of changes to Schedule and all relevant data is contingent upon compliance with all other paragraphs of this Section and any other previous agreements or requirements by Engineer.
- F. Contractor's cost of revisions to Schedule due to any cause shall be responsibility of Contractor.
- G. Adjustment of Contract Completion: Contract Time will be adjusted only by Change Order for causes specified in this Contract. In the event Contractor requests an extension of Contract Time, he shall furnish such justification, CPM data, and supporting evidence as follows for a determination as to whether Contractor is entitled to an extension of Time under provisions of Contract.
- H. Contractor shall submit a brief narrative report as part of monthly update. Narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.
- I. Contractor failure to comply with this Section shall be a material breach of this Contract.

END OF SECTION

BID BOND

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

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Arvada, Colorado the accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the construction of City of Arvada Project No. 23-WA-12 Project Title: Simms Tank Vault and 80th Valve Replacement

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

NOW THEREFORE,

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this ____ day of _____, 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 Project No. 24-WA-01 Project Title: Simms Tank Vault and 80th Valve Replacement within the time set forth therein, and at the prices stated on the included Bid Schedule as totaled herein.

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

Bidder acknowledges receipt of **Addendum Nos.**

Initials: _____

Bidder states that 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 **365** 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 July 24, 2024. 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.

CSB 25-ENG-018

Project Title: Simms Tank Vault and 80th Valve Replacement

Project No- 23-WA-12

Project Manager: Kelli Bradley



BASE BID SCHEDULE

Contractor: _____

Address, City, Zip: _____

Telephone: _____

Bid Prepared By: _____

Bid Items						
Item Number	Item Description	Measurement & Payment Reference	Estimated Quantity	Unit	Unit Cost	Bid Cost
General						
1	Mobilization, Demobilization, Permits, Fees, Licenses, Administration	1124.00	1	LS		\$ -
2	Traffic and Pedestrian Control	1180.00	1	LS		\$ -
3	Sediment and Erosion Control	1136.00	1	LS		\$ -
4	Utility Locate Potholing		1	LS		\$ -
5	Construction Survey		1	LS		\$ -
6	Dewatering	1137.02	1	Day		\$ -
7	Owner Controlled Minor Contract Revisions		ALLOW	ALLOW	\$ 190,000	\$ 190,000
Site A - Simms Tank Vault						
8	Connect to Existing 30" Waterline	1146.02	2	EACH		\$ -
9	Connect to Existing 24" Waterline	1146.02	1	EACH		\$ -
10	Vault Waterline and fittings, Restrained, Complete in Place	1144.00	1	LS		\$ -
11	Flow Control, Special Fittings and Measure Devices or Systems	1142.00	1	LS		\$ -
12	Chlorination and pressure test	1146.03	1	LS		\$ -
13	Reset, Relocate, Reconnect Adjust (fence, bollards, radio tower, pedestal)	1141.00	1	LS		\$ -
14	Furnish and Install Vent Fan (automatic operation) hard wired connection to light switch		1	LS		\$ -
15	Remove and Replace 15-Inch RCP Drainage Pipe and flared end section (FES)	1134.00 & 1146.00	1	LS		\$ -
16	Concrete Pan from FES to Edge of Vault		1	LS		\$ -
17	Remove and Dispose of Existing Vault Lid (19' 8" x 25' 8" x 1')		1	LS		\$ -
18	Pre-fab New Vault Lid - (19' 8" x 25' 8" x 1')		1	LS		\$ -
19	Install New Lid - (19' 8" x 25' 8" x 1')		1	LS		\$ -
20	Electric Upgrades		1	LS		\$ -
21	Install New Electrical Duct from Vault to Tank Hatch		1	LS		\$ -
22	Core duct bank to vault		1	LS		\$ -
23	Landscaping & Restoration (Includes Sod, Seeding, Topsoil & Mulch)	1193.00 & 1194.00	39	SY		\$ -
24	Irrigation System Restoration	1192.00	1	LS		\$ -
25	Simms - 10.5" Full Depth - Remove and Replace	1137.01 & 1171.00	52	SY		\$ -
26	2" Mill and Overlay - 2' Outside of Full Depth Asphalt	1173.00	16	SY		\$ -
27	Infrared Asphalt Joints		1	LS		\$ -

Sample ONLY - Please use Attached Excel Bid Schedule 25-ENG-018

Item Number	Item Description	Measurement & Payment Reference	Estimated Quantity	Unit	Unit Cost	Bid Cost
28	Pavement Markings	1177.00	1	LS		\$ -
Site B - W 80th Ave and Church Ditch (Newman St)						
29	Connect to Existing 30" Waterline	1146.02	3	EACH		\$ -
30	30" Waterline and fittings, Restrained, Complete in Place	1146.00	1	LS		\$ -
31	30" Flow Control, Special Fittings and Measure Devices or Systems	1142.00	1	LS		\$ -
32	6" Waterline and Fittings, Restrained, Complete in Place	1146.00	1	LS		\$ -
33	6" Flow Control, Special Fittings and Measure Devices or Systems	1142.00	1	LS		\$ -
34	Concrete Headwall and Apron		1	LS		\$ -
35	Rip Rap (Type L) and Bedding (6" CDOT Type II Bedding)		1	LS		\$ -
36	Chlorination and Pressure Test	1146.03	1	LS		\$ -
37	Remove and Dispose of AC pipe	1146.08	1	LS		\$ -
38	Landscaping & Restoration (Includes Gravel Driveway, Sod, Seeding, Topsoil & Mulch)	1193.00 & 1194.00	89	SY		\$ -
39	W 80th Ave - 10.5" Full Depth	1137.01 & 1171.00	78	SY		\$ -
40	2" Mill and Overlay (2' outside of full depth asphalt)	1173.00	94	SY		\$ -
41	Infrared Asphalt Joints		1	LS		\$ -
42	Pavement Markings	1177.00	1	LS		\$ -
Site C - Kipling and W 80th Ave						
43	Connect to Existing 24" Waterline	1146.02	2	EACH		\$ -
44	Connect to Existing 12" Waterline	1146.02	2	EACH		\$ -
45	24" Flow Control, Special Fittings and Measure Devices or Systems	1142.00	1	LS		\$ -
46	18" Flow Control, Special Fittings and Measure Devices or Systems	1142.00	1	LS		\$ -
47	Chlorination and Pressure Test	1146.03	1	LS		\$ -
48	Remove and Dispose of AC pipe	1146.08	1	LS		\$ -
49	W 80th Ave - 10.5" Full Depth	1137.01 & 1171.00	6	SY		\$ -
50	2" Mill and Overlay (2' outside of full depth asphalt)	1173.00	13	SY		\$ -
51	Infrared Asphalt Joints		1	LS		\$ -
52	Pavement Markings	1177.00	1	LS		\$ -
Site D - Hoyt and W 80th Ave						
53	Connect to Existing 24" Waterline	1146.02	2	EACH		\$ -
54	Connect to Existing 12" Waterline	1146.02	4	EACH		\$ -
55	24" Flow Control, Special Fittings and Measure Devices or Systems	1142.00	1	LS		\$ -
56	12" Flow Control, Special Fittings and Measure Devices or Systems	1142.00	2	LS		\$ -
57	Chlorination and Pressure Test	1146.03	1	LS		\$ -
58	Remove and Dispose of AC pipe	1146.08	1	LS		\$ -
59	W 80th Ave - 10.5 Full Depth	1137.01 & 1171.00	9	SY		\$ -
60	2" Mill and Overlay (2' outside of full depth asphalt)	1173.00	19	SY		\$ -
61	Infrared Asphalt Joints		1	LS		\$ -
62	Pavement Markings	1177.00	1	LS		\$ -
TOTAL COST						\$ 190,000.00

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 Evidence of Qualifications as listed in Project Special Provisions
- ☐ Submit Project Approach, Schedule as listed in Project Special Provisions and warranties.
- ☐ Attach Contractor's Licensing, if applicable.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable.
- ☐ Variations: Checking this box indicates that the contractor has variations to this solicitation. Identify all variations and exceptions to this CSB on a separate sheet/s of paper. If variations are not stated in the contractor's Offer, it shall be agreed that the contractor's Offer fully complies with all conditions identified in this Solicitation. For each variation listed, reference the applicable section of the solicitation document, the page number, and the variance. Submittal of a vendor contract is considered excessive in variations and may be cause for determining that the Bid is non-responsive and ineligible for award.

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: _____

CONTRACT DOCUMENTS

The following pages contain documents used upon contract award. They are included here for reference and are subject to change.

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 City of Arvada Project No.'s _____.

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: Project No. _____, _____

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. _____, _____

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:

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

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

TOTAL ADD

\$

Adjustments to Contract Price & Time

Contract
Dollars

Calendar
Days

Contract Totals through and including

\$

Previous Change Orders

Adjustments this Change Order

\$

(Increase)

Contract Totals to Date – Including

Change Order No. _

\$

Contract Time Expires on:

APPROVED FOR CITY

ATTEST:

8101 Ralston Road
Arvada, CO 80002

City Clerk

APPROVED AS TO FORM:

ACCEPTED FOR CONTRACTOR

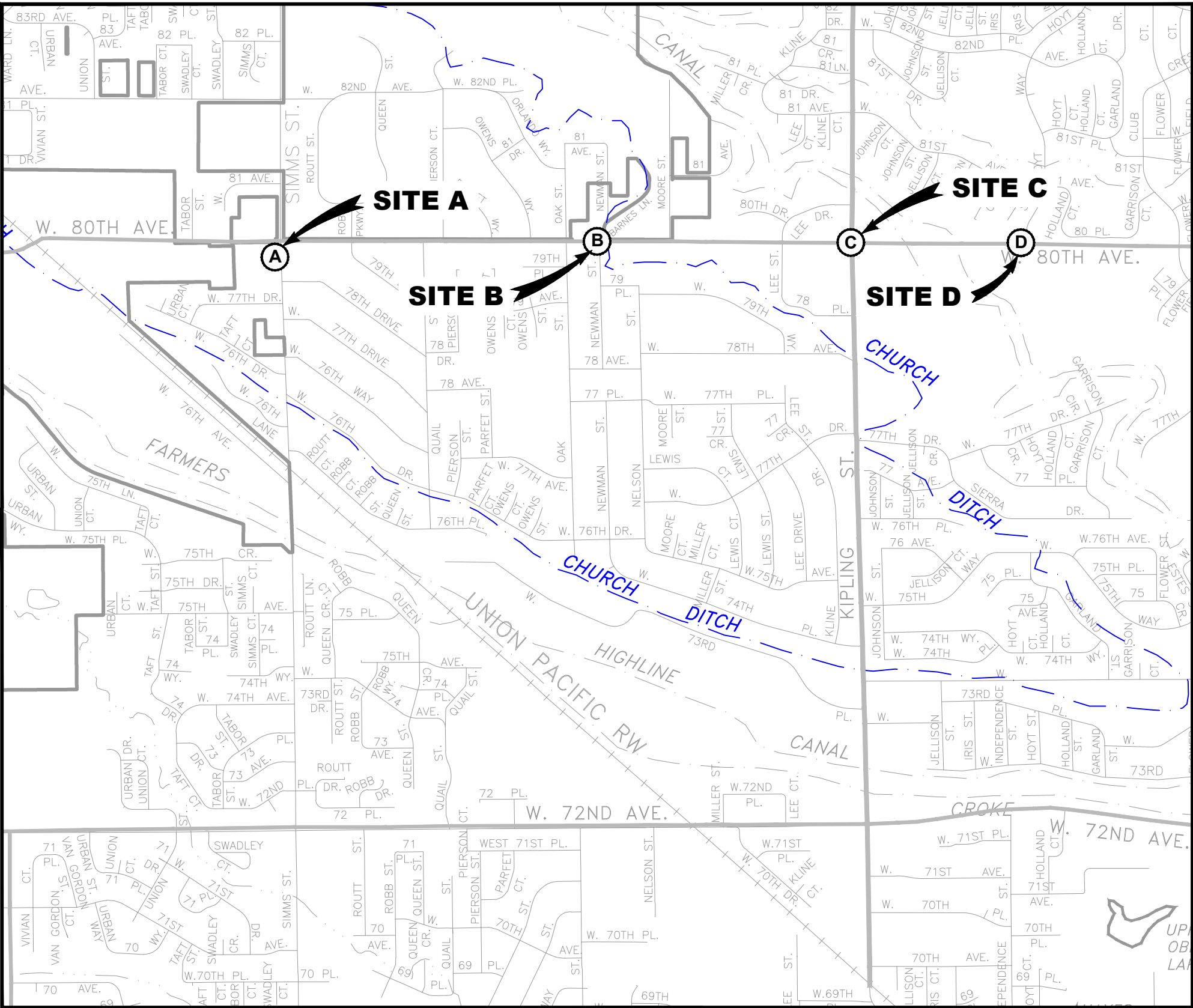
For Rachael Morris, City Attorney

By: _____

Title: _____

Date: _____

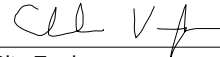
By: _____



 CITY OF
ARVADA
PROJECT 23-WA-12
SIMMS STREET TANK VAULT MODS
BID SET

INDEX			
KEY	DESCRIPTION	ELECTRICAL SHT NUMBER	SHT.
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	GENERAL NOTES		GN1
	GENERAL NOTES		GN2
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E	SIMMS TANK VAULT ELECTRICAL GENERAL NOTES, SYMBOLS AND ABBREVIATIONS	OE-001 - OE-401	9 -14
E	SIMMS TANK VAULT ELECTRICAL SITE PLAN	OES-100	15
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C	W 80TH AVE AT KIPLING ST - WATER MAIN IMPROVEMENTS		23
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- NOTE:**
1. DEPTHS ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD.
 2. CONSTRUCTION TO OCCUR DURING WINTER MONTHS BETWEEN NOVEMBER AND MARCH TO ALLOW FOR THE SIMMS TANK TO BE TAKEN OUT OF SERVICE.

APPROVED:

City Engineer
2/20/25
Date
23WA12
Job Number

Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these Documents shall remain with the Registered Professional Engineer sealing these plans. The City does not accept liability for facilities designed by others.

G:\PROJECTS\WATER\23WA12-Simms Tank Vault Mods\CAD\23WA12 - Cover & Notes.dwg , Plot Date: 2/5/2025

LEGEND	
	WATER VALVE
	FIRE HYDRANT
	REDUCER
	PLUG
	BLOW OFF
	WATER METER
	CURB STOP
	PRESSURE REDUCING VALVE ASSEMBLY
	AIR RELEASE & VACUUM VALVE
	WATER MANHOLE
	IRRIGATION SPRINKLER
	IRRIGATION SYSTEM BOX
	SANITARY MANHOLE
	CLEAN OUT
	STORM MANHOLE
	INLET
	TYPE R INLET
	FLARED END SECTION
	IRRIGATION DITCH MANHOLE
	MISCELLANEOUS MANHOLE
	TELEPHONE VAULT
	UTILITY PEDESTAL
	UTILITY PULL BOX
	POWER POLE
	GUY WIRE
	LIGHT POLE
	SIGNAL POLE
	CATHODIC PROTECTION TEST STATION
	MONITER WELL
	TEST HOLE
	STREET SIGN
	MAILBOX
	POST
	SURVEY MONUMENT
	SURVEY CONTROL POINT
	SURVEY MARKER

GENERAL NOTES:

1. THE TYPE, SIZE, LOCATION, AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THE DRAWINGS UNLESS INDICATED AS SUE LEVEL A. UTILITIES MARKED AS SUE LEVEL A HAVE BEEN VISUALLY IDENTIFIED AND SURVEYED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY SIZE, HORIZONTAL, AND VERTICAL LOCATIONS OF EXISTING FACILITIES ALONG THE ROUTE OF WORK PRIOR TO CONSTRUCTION AND NOTIFY THE CITY OF ANY DISCREPANCIES. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ANY UTILITIES DURING CONSTRUCTION. FOR INFORMATION CONTACT: UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) - 1-800-922-1987. ANY DAMAGES TO UTILITIES CAUSED BY THE CONTRACTOR OR SUBCONTRACTOR SHALL BE REPAIRED IN A TIMELY MANNER AT NO COST TO THE OWNER.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL CONTRACT DOCUMENTS AS WELL AS THE CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS", LATEST EDITION.
3. ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE LICENSED WITH THE CITY OF ARVADA PRIOR TO START OF CONSTRUCTION
4. ALL WORK WILL REQUIRE A CITY OF ARVADA ENGINEERING DIVISION CAPITAL IMPROVEMENT PERMIT PRIOR TO THE START OF CONSTRUCTION. ALL CONTRACTORS MUST OBTAIN A CAPITAL IMPROVEMENT PROJECT PERMIT PRIOR TO COMMENCING ANY CONSTRUCTION WORK.
5. ALL CONTRACTORS AND SUBCONTRACTORS SHALL HAVE A PRINTED SET OF APPROVED DRAWINGS SIGNED BY THE CITY ENGINEER OR DESIGNEE AND A COPY OF THE CURRENT CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS", ON SITE AT ALL TIMES.
6. THE CITY OF ARVADA MUNICIPAL INSPECTOR SHALL BE NOTIFIED A MINIMUM OF 24 HOURS IN ADVANCE FOR EACH DAY THAT CREWS ARE WORKING BY SCHEDULING INSPECTIONS THROUGH THE CITY'S PERMITTING SYSTEM. FAILURE TO DO SO WILL RESULT IN A STOP WORK ORDER.
7. THE CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT SAFETY INCLUDING, BUT NOT LIMITED TO, TRENCH EXCAVATION AND SHORING, TRAFFIC CONTROL, AND SECURITY.
8. CONTRACTOR SHALL OBTAIN A SITE DISTURBANCE PERMIT FROM THE CITY OF ARVADA PRIOR TO CLEARING, GRADING, OR EXCAVATING A SITE OVER 10,000 SQUARE FEET. ESTIMATED AREA OF DISTURBANCE FOR THIS PROJECT SITE WILL BE APPROXIMATELY 100,095 SQUARE FEET (2.29 ACRES).
9. THE CONTRACTOR SHALL OBTAIN A COLORADO STATE CONSTRUCTION DEWATERING DISCHARGE PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR ALL AREAS WHERE DEWATERING IS REQUIRED FROM AN EXCAVATION 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 CITY OF ARVADA ENGINEERING DIVISION PRIOR TO THE START OF ANY DEWATERING. A COPY OF THE APPROVED PERMIT MUST ALSO BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
10. ALL CURB RAMPS SHALL COMPLY WITH THE LATEST CITY OF ARVADA AND ADA STANDARD. CONTRACTOR TO CHECK WITH THE CITY OF ARVADA ENGINEERING DIVISION TO VERIFY THE LATEST CURB RAMP STANDARD PRIOR TO CONSTRUCTION OF ANY RAMP.
11. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE CITY OF ARVADA ENGINEERING DIVISION. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO ITS "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS".
12. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION OF TRAFFIC CONTROL PLANS AND ITS SUBMITTAL SHALL BE SUBMITTED TO THE CITY OF ARVADA ENGINEERING DIVISION FOR ACCEPTANCE WITH THE CAPITAL IMPROVEMENTS PERMIT APPLICATION. A CAPITAL IMPROVEMENTS CONSTRUCTION PERMIT WILL NOT BE ISSUED WITHOUT AN APPROVED TRAFFIC CONTROL PLAN FOR TRAFFIC CONTROL ON EXISTING ROADS DURING

GENERAL ABBREVIATIONS:

APPROX - APPROXIMATE
CONC - CONCRETE
CIPP - CURED IN PLACE PIPE
D= - DEPTH
EOA - EDGE OF ASPHALT
EXIST - EXISTING
FH - FIRE HYDRANT
FES - FLARED END SECTION

HWM - HIGH WATER MARK
PROP - PROPOSED
SD - STORM DRAIN
TELE-B - TELEPHONE BURIED
TELE-OH - TELEPHONE OVERHEAD
TEMP - TEMPORARY
T.O.P - TOP OF PIPE

CONSTRUCTION.

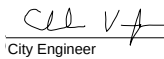
13. THE CONTRACTOR SHALL KEEP TRACK OF ALL CHANGES FROM THE APPROVED CONSTRUCTION DRAWINGS IN THE FORM OF REDLINES ON THE DRAWINGS. THESE REDLINES SHOULD BE MADE AVAILABLE TO THE CITY FOR REVIEW IN THE FIELD UPON REQUEST. REDLINES SHALL ALSO BE SUBMITTED TO THE CITY FOR REVIEW WITH EACH PAY APPLICATION. REDLINES SHALL INCLUDE STATIONING OF ALL FITTINGS, SERVICES, AND PERTINENT ELEVATIONS.
14. ALL WATERLINE FITTINGS AND VALVES SHALL BE FIELD MARKED IMMEDIATELY AFTER BACKFILLING. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN FIELD MARKINGS UNTIL THE CITY'S SURVEY TEAM RECORDS THE LOCATION OF EACH FITTING AND VALVE. IT SHALL BE EXPECTED THAT THE CITY SURVEY TEAM SHALL RECORD THE LOCATIONS AT A FREQUENCY NO SOONER THAN ONCE PER WEEK.
15. PERMANENT SURVEY MONUMENTS, INCLUDING THE REPLACEMENT OF MONUMENTS, RANGE POINTS AND LOT PINS SHALL BE SET IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLES 51 AND 53 OF TITLE 38, COLORADO REVISED STATUTES, AND AS REQUIRED BY THE BYLAWS AND RULES OF PROCEDURE OF THE COLORADO STATE BOARD OF LICENSURE FOR ARCHITECTS, LANDSCAPE ARCHITECTS, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS. RANGE POINTS SHALL BE PROTECTED BY THE INSTALLATION OF A SURVEY RANGE BOX PER DETAIL DRAWINGS.
16. THE CONTRACTOR SHALL USE EVERY REASONABLE PRECAUTION TO PREVENT THE DAMAGE OR DESTRUCTION OF SURVEY MONUMENTS ADJACENT TO OR ON THE SITE. THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL ALIQUOT CORNERS, PROPERTY, NGS, AND ARVADA SURVEY CONTROL MONUMENTATION. ANY MONUMENT THAT MAY BE DISTURBED SHALL BE REFERENCED TO A MINIMUM OF TWO POINTS OUTSIDE THE LIMITS OF CONSTRUCTION AND REPLACED BY A COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR. ALL MONUMENTS DISTURBED OR REMOVED BY THE CONTRACTOR, THROUGH NEGLIGENCE OR CARELESSNESS ON THEIR PART OR ON THE PART OF THEIR EMPLOYEES OR SUBCONTRACTORS, SHALL BE RESTORED PER SECTION 151.02 - SURVEY MONUMENTS OF THE CITY OF ARVADA ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS. A MONUMENT RECORD SHALL BE TURNED INTO THE CITY IMMEDIATELY AFTER RESTORATION OF THE MONUMENT.

CONSTRUCTION LEGEND:

	W		W	EXISTING WATER MAIN
				PROPOSED WATER MAIN
	SAN			SANITARY SEWER MAIN
	SD			STORM DRAIN
	SS		SS	SANITARY SEWER SERVICE
	X		X	EXISTING FENCE
				EXISTING EDGE OF ASPHALT
				EXIST MAJOR CONTOUR
				EXIST MINOR CONTOUR
	FO		FO	EXIST FIBER OPTIC
	GAS			EXIST GAS
	OH		OH	EXIST OVERHEAD ELECTRIC

(APPROX. LOCATION, EXTRACTED FROM GIS DATA)

APPROVED:


City Engineer

2/20/25
Date

23WA12
Job Number

Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these Documents shall remain with the Registered Professional Engineer sealing these plans. The City does not accept liability for facilities designed by others.

ENGINEER
KB
CHECKED BY
MS
DESIGN BY
RN

SHT **GN1**



PROJECT NO. 23-WA-12
SIMMS TANK VAULT MODS
GENERAL NOTES

Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

NO.	REVISION	DATE	BY
1			
2			
3			
4			
5			

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STREET NOTES:

- ALL TRENCH BACKFILL AND SUBGRADE PREPARATION SHALL BE TESTED TO ENSURE COMPLIANCE WITH CITY OF ARVADA STANDARDS AND SHALL BE TESTED AT CITY REQUIRED FREQUENCIES BY A CITY APPROVED PRIVATE SOILS TESTING FIRM. TEST RESULTS SHALL BE SUBMITTED TO, REVIEWED, AND APPROVED BY, THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO INSTALLING BASE COURSE, ASPHALT OR CONCRETE ON PREPARED SUBGRADE. ALL BASE COURSE DENSITY SHALL ALSO BE TESTED BY THE PRIVATE SOILS FIRM AT CITY REQUIRED FREQUENCIES TO ENSURE COMPLIANCE WITH CITY OF ARVADA REQUIREMENTS. BASE COURSE TEST RESULTS SHALL ALSO BE APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO INSTALLING PAVEMENT. ALL CONCRETE AND ASPHALT PLACED SHALL BE TESTED IN ACCORDANCE WITH CITY OF ARVADA MINIMUM MATERIALS TESTING STANDARDS. TEST RESULTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO INITIATION OF THE REQUIRED TWO-YEAR WARRANTY PERIOD
- A GEOTECHNICAL INVESTIGATION WAS NOT COMPLETED AS A PART OF THIS PROJECT NOR HAS ANY ADJACENT OR PREVIOUS GEOTECHNICAL INVESTIGATIONS BEEN RELIED UPON BY THE ENGINEER OF RECORD IN COMPLETING THE DESIGN. ANY SUCH INFORMATION PROVIDED MAY NOT NECESSARILY BE RELIED UPON AS IT RELATES TO THE DESIGN THAT HAS BEEN COMPLETED.
- CONTRACTOR SHALL PROTECT IN PLACE ALL EXISTING CURB, GUTTER, SIDEWALK, LANDSCAPING, PAVEMENT AND OTHER SITE IMPROVEMENTS TO REMAIN. ANY DAMAGE TO EXISTING IMPROVEMENTS OUTSIDE OF THE LIMITS OF CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR AT THEIR SOLE COST.
- ALL CONCRETE CURB, GUTTER, SIDEWALK AND OTHER FLATWORK WITHIN THE CITY RIGHT OF WAY SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS".
- ALL FLATWORK CONCRETE SHALL BE MINIMUM 4000 PSI DESIGN STRENGTH REINFORCED WITH 1.5 LBS/CY FIBERMESH IN ACCORDANCE WITH THE CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS".
- WHEN EXCAVATING IN CONCRETE OR ASPHALT AREAS, ALL NATIVE SOILS SHALL BE CONSIDERED NOT SUITABLE FOR TRENCH BACKFILL. NATIVE SOILS SHALL BE HAULED OFFSITE AND REPLACED WITH CDOT CLASS 1 STRUCTURAL FILL MATERIAL .
- THE CONTRACTOR SHALL PROOF ROLL ALL SUBGRADE AND BASE COURSE IN A MANNER ACCEPTABLE TO THE CITY OF ARVADA IN ACCORDANCE WITH THE CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS". PROOF ROLLING SHALL BE INSPECTED AND ACCEPTED BY THE CITY PRIOR TO INSTALLATION OF PAVEMENT AND/OR CONCRETE FLATWORK.

UTILITIES NOTES:

- THE CONTRACTOR SHALL NOTIFY ALL AFFECTED PARTIES, CITY OF ARVADA UTILITY AND ENGINEERING DIVISIONS, A MINIMUM OF 48 HOURS PRIOR TO ANY WATER OR SEWER SERVICE INTERRUPTION.
- THE CONTRACTOR SHALL NOT OPERATE ANY CITY OF ARVADA VALVES. CONTRACTOR IS TO COORDINATE THE OPERATION OF ALL WATER VALVES, FIRE HYDRANTS, AND OTHER APPURTENANCES WITH THE CITY'S WATER OPERATIONS DIVISION THROUGH THE CITY'S MUNICIPAL INSPECTOR.
- UNLESS OTHERWISE NOTED, WATER MAINS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 4 FEET TO TOP OF PIPE.
- THE CITY WATER OPERATIONS STAFF WILL NOT BE AVAILABLE TO OPERATE WATER VALVES, FIRE HYDRANTS, AND OTHER APPURTENANCES ON FRIDAY AFTER 10AM.
- ALL FIRE HYDRANT LATERAL PIPE SHALL BE INSTALLED AS PER THE CURRENT CITY OF ARVADA STANDARDS AND SPECIFICATIONS SECTION "420.01 - MATERIALS".
- ALL METALLIC FITTINGS SHALL BE WRAPPED WITH MINIMUM 8 MIL THICKNESS POLYETHYLENE ENCASEMENT.
- ALL PVC WATER MAINS SHALL BE INSTALLED WITH TRACER WIRE INSTALLED AS PER THE CURRENT CITY OF ARVADA STANDARDS AND SPECIFICATIONS SECTION "420.20 - TRACER WIRE, WARNING TAPE AND MARKER POSTS".
- STORM, SANITARY AND WATER MAINTENANCE HOLE COVERS SHALL SAY "CITY OF ARVADA STORM, WATER OR SANITARY" WHERE APPLICABLE IN ACCORDANCE WITH THE CITY'S STANDARD LID DETAIL.
- BLOW-OFFS, BOTH PERMANENT AND TEMPORARY, SHALL BE IN ACCORDANCE WITH CITY OF ARVADA STANDARD DETAIL DRAWING 400-11.

- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING HORIZONTAL AND VERTICAL LOCATIONS OF ALL CROSSING UTILITIES AND CONNECTION LOCATIONS PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL SCHEDULE ALL WATERLINE TESTING WITH THE CITY'S MUNICIPAL INSPECTOR. THERE SHALL BE NO SHUTDOWNS OR TIE-INS ON FRIDAY. EXISTING TIE-IN LOCATIONS SHALL BE VISUALIZED BY TEST HOLING PRIOR TO THE SCHEDULED TIE-IN DATE. FLUSHING OPERATIONS SHALL ONLY TAKE PLACE ON FRIDAY IF THEY HAVE BEGUN PRIOR TO 8:00 AM. HIGH CHLORINE TESTS SHALL TAKE PLACE ON FRIDAY ONLY IF THEY HAVE BEGUN PRIOR TO 9:00 AM. PRESSURE TESTING ON FRIDAY REQUIRING WATER OPERATIONS STAFF SUPPORT SHALL BEGIN BEFORE 9:00 AM. PRESSURE TESTING NOT REQUIRING WATER OPERATIONS STAFF SUPPORT SHALL BE AT THE DISCRETION OF THE CITY'S INSPECTOR.
- THE UTILITIES DIVISION WILL NOT SHUT DOWN WATER MAINS FOR TIE-INS AFTER 11:00 A.M. IN ORDER FOR WATER TO BE TURNED BACK ON BY 3:00 P.M. CONTRACTOR MUST BE WITHIN 60 MINUTES OF CUTTING INTO THE WATER MAIN BASED ON THE JUDGMENT OF THE CITY'S MUNICIPAL INSPECTOR AND/OR WATER UTILITY DIVISION PERSONNEL BEFORE EXISTING MAINS WILL BE ISOLATED. CONTRACTOR SHALL PROVIDE SUFFICIENT CUTS OR OPENINGS IN EXISTING PIPE TO ALLOW TIMELY DRAINAGE OF WATER FOR TIE-INS WHERE FIRE HYDRANTS OR BLOW OFFS ARE NOT AVAILABLE TO DRAIN THE LINE. SHOULD AN UNINTENDED SERVICE INTERRUPTION OCCUR AS A RESULT OF THE WORK, CONTRACTOR SHALL IMMEDIATELY NOTIFY ALL PARTIES NOT PREVIOUSLY NOTIFIED.
- ANY NON-COPPER SERVICE LINES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPLACED FROM THE METER TO THE MAIN WITH COPPER AND THE REPLACEMENT SHALL BE REPORTED TO THE CITY'S PROJECT ENGINEER.
- ABANDONMENT OF WATER MAINS SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 332.00 OF THE CITY OF ARVADA'S ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS.
- CONTROLLED LOW-STRENGTH MATERIAL (CLSM) MIX DESIGNS USED FOR WATER LINE OR SEWER LINE ENCASEMENT SHALL BE FROM THE CITY AND COUNTY OF DENVER APPROVED CLSM LIST AND 28 DAY STRENGTH SHALL BE LESS THAN 250 PSI.

EROSION CONTROL NOTES:

- SITE DISTURBANCE PERMIT SHALL BE REQUIRED IF MORE THAN 0.5 ACRES IS DISTURBED.
- THE CITY OF ARVADA STORMWATER INSPECTOR MUST BE MET ON SITE AND PROVIDED WITH A STORMWATER MANAGEMENT PLAN AFTER INSTALLATION OF TEMPORARY BEST MANAGEMENT PRACTICES (BMPS), BUT BEFORE CONSTRUCTION OR GRADING BEGINS.
- THERE SHALL BE NO EARTH-DISTURBING ACTIVITY OUTSIDE THE LIMITS DESIGNATED IN THE ACCEPTED PLANS.
- ALL REQUIRED PERIMETER SILT AND CONSTRUCTION FENCING SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITY (STOCKPILING, STRIPPING, GRADING, ETC). ALL OTHER REQUIRED EROSION CONTROL MEASURES SHALL BE INSTALLED AT THE APPROPRIATE TIME IN THE CONSTRUCTION SEQUENCE AS INDICATED IN THE APPROVED PROJECT SCHEDULE, CONSTRUCTION PLANS, AND STORMWATER MANAGEMENT PLAN.
- AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING ON-SITE EROSION INCLUDING KEEPING THE PROPERTY SUFFICIENTLY WATERED SO AS TO MINIMIZE WINDBLOWN SEDIMENT. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR INSTALLING AND MAINTAINING ALL EROSION CONTROL FACILITIES SHOWN HEREIN.
- PRE-DISTURBANCE VEGETATION SHALL BE PROTECTED AND RETAINED WHEREVER POSSIBLE. REMOVAL OR DISTURBANCE OF EXISTING VEGETATION SHALL BE LIMITED TO THE AREA(S) REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATIONS, AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME.
- ALL SOILS EXPOSED DURING LAND DISTURBING ACTIVITY (STRIPPING, GRADING, UTILITY INSTALLATIONS, STOCKPILING, FILLING, ETC.) SHALL BE KEPT IN A ROUGHENED CONDITION BY RIPPING OR DISKING ALONG LAND CONTOURS UNTIL MULCH, VEGETATION, OR OTHER PERMANENT EROSION CONTROL BMPS ARE INSTALLED. NO DISTURBED AREAS, EXCEPT THOSE WITHIN THE PROJECT STREET RIGHTS-OF-WAY, SHALL REMAIN EXPOSED FOR MORE THAN THIRTY (30) DAYS BEFORE TEMPORARY OR PERMANENT EROSION CONTROL (E.G. SEED/MULCH, LANDSCAPING, ETC.) IS INSTALLED, UNLESS OTHERWISE APPROVED BY THE CITY OF ARVADA STORMWATER INSPECTOR.
- IN ORDER TO MINIMIZE EROSION POTENTIAL, ALL TEMPORARY (STRUCTURAL) EROSION CONTROL MEASURES SHALL: BE INSPECTED AT A MINIMUM OF ONCE EVERY FOURTEEN (14) DAYS AND AFTER EACH SIGNIFICANT STORM EVENT AND REPAIRED OR RECONSTRUCTED AS NECESSARY IN ORDER TO

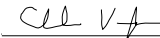
ENSURE THE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION.

- REMAIN IN PLACE UNTIL SUCH TIME AS ALL THE SURROUNDING DISTURBED AREAS ARE SUFFICIENTLY STABILIZED. THE CITY OF ARVADA STORMWATER INSPECTOR MUST BE NOTIFIED PRIOR TO REMOVAL.
- BE REMOVED WHEN THEY ARE NO LONGER FUNCTIONAL OR AFTER THE SITE HAS BEEN SUFFICIENTLY STABILIZED AS DETERMINED BY THE STORMWATER INSPECTOR. THE CITY OF ARVADA STORMWATER INSPECTOR MUST BE NOTIFIED PRIOR TO REMOVAL.
- WHEN TEMPORARY EROSION CONTROL MEASURES ARE REMOVED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEAN UP AND REMOVAL OF ALL SEDIMENT AND DEBRIS FROM ALL DRAINAGE INFRASTRUCTURE AND OTHER PUBLIC FACILITIES.
- THE CONTRACTOR SHALL IMMEDIATELY CLEAN UP ANY CONSTRUCTION MATERIALS INADVERTENTLY DEPOSITED ON EXISTING STREETS, SIDEWALKS, OR OTHER PUBLIC RIGHTS OF WAY, AND MAKE SURE STREETS AND WALKWAYS ARE CLEANED AT THE END OF EACH WORKING DAY.
- ALL SOIL STOCKPILES SHALL NOT BE PLACED WITHIN ONE HUNDRED (100) FEET OF A DRAINAGEWAY, WHERE POSSIBLE, AND SHALL BE PROTECTED FROM SEDIMENT TRANSPORT BY APPROPRIATE EROSION CONTROL METHODS. ANY SOIL STOCKPILE THAT WILL BE DORMANT FOR OVER THIRTY (30) DAYS SHALL BE SEEDED.
- THE STORMWATER VOLUME CAPACITY OF DETENTION PONDS WILL BE RESTORED AND STORM SEWER LINES WILL BE CLEANED UPON COMPLETION OF THE PROJECT AND BEFORE TURNING THE MAINTENANCE OVER TO THE PROPERTY OWNER OR HOMEOWNERS ASSOCIATION (HOA).
- CITY ORDINANCE REQUIREMENTS MAKE IT UNLAWFUL TO DISCHARGE OR ALLOW THE DISCHARGE OF ANY POLLUTANT OR CONTAMINATED WATER FROM CONSTRUCTION SITES. POLLUTANTS INCLUDE, BUT ARE NOT LIMITED TO DISCARDED BUILDING MATERIALS, CONCRETE TRUCK WASHOUT, CHEMICALS, OIL AND GAS PRODUCTS, LITTER, AND SANITARY WASTE. THE CONTRACTOR SHALL AT ALL TIMES TAKE WHATEVER MEASURES ARE NECESSARY TO ASSURE THE PROPER CONTAINMENT AND DISPOSAL OF POLLUTANTS ON THE SITE IN ACCORDANCE WITH ANY AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.
- A DESIGNATED AREA SHALL BE PROVIDED ON SITE FOR CONCRETE TRUCK CHUTE WASHOUT. THE AREA SHALL BE CONSTRUCTED SO AS TO CONTAIN WASHOUT MATERIAL AND LOCATED AT LEAST FIFTY (50) FEET AWAY FROM ANY WATERWAY DURING CONSTRUCTION. UPON COMPLETION OF CONSTRUCTION ACTIVITIES THE CONCRETE WASHOUT MATERIAL WILL BE REMOVED AND PROPERLY DISPOSED OF PRIOR TO THE AREA BEING RESTORED.
- MASONRY ACTIVITIES WILL BE CONTAINED WITH APPROPRIATE LOT-SPECIFIC BMPS, SUCH AS STOCKPILE PERIMETER CONTROL AND BERMED WASHOUT PITS. ALL WASTE PRODUCTS FROM MASONRY ACTIVITIES WILL BE REMOVED AND DISPOSED OF PROPERLY.
- TO ENSURE THAT SEDIMENT DOES NOT MOVE OFF OF INDIVIDUAL LOTS SEDIMENT/EROSION CONTROL BMPS SHALL BE INSTALLED AND MAINTAINED AT ONE OR MORE OF THE FOLLOWING LOCATIONS UNTIL THE LOTS ARE LANDSCAPED.
BELOW ALL GUTTER DOWNSPOUTS.
OUT TO DRAINAGE SWALES.
ALONG LOT PERIMETER.
OTHER LOCATIONS, IF NEEDED.
- A VEHICLE TRACKING PAD SHALL BE INSTALLED WHEREVER IT IS NECESSARY FOR CONSTRUCTION EQUIPMENT INCLUDING BUT NOT LIMITED TO PERSONAL VEHICLES EXITING EXISTING UNPAVED AREAS ONTO ROADWAYS. NO EARTHEN MATERIALS, I.E., STONE, DIRT, ETC., SHALL BE PLACED IN THE CURB & GUTTER OR ROADWAY AS A RAMP TO ACCESS TEMPORARY STOCKPILES, CONSTRUCTION MATERIALS AND/OR BUILDING SITES.
- CONDITIONS IN THE FIELD MAY WARRANT EROSION CONTROL MEASURES IN ADDITION TO WHAT IS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL IMPLEMENT WHATEVER MEASURES ARE DETERMINED NECESSARY, AS DIRECTED BY THE CITY OF ARVADA.

SURVEY CONTROL NOTE:

- SURVEY CONTROL POINTS. COLORADO CENTRAL STATE PLANE NAVD88, GEOID 18 US FOOT.

APPROVED:


City Engineer

2/20/25
Date

23WA12
Job Number

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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640



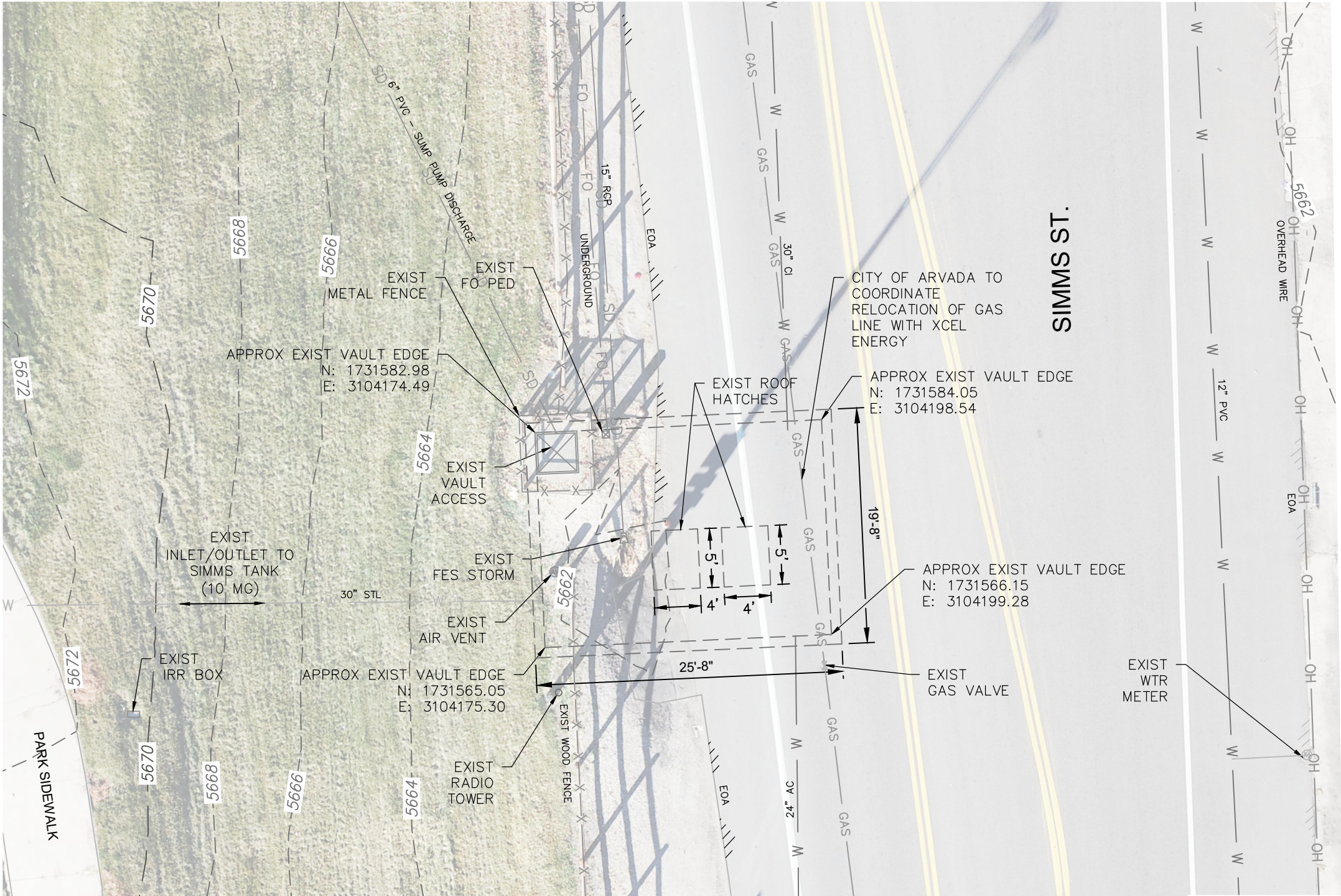
PROJECT NO. 23-WA-12
SIMMS TANK VAULT MODS

GENERAL NOTES

ENGINEER
KB
CHECKED BY
MS
DESIGN BY
RN

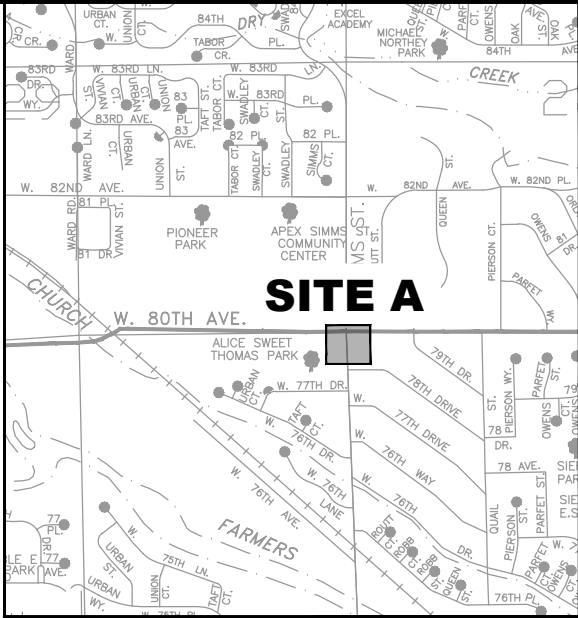
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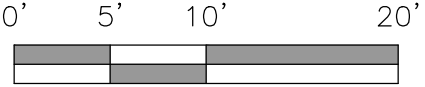


SITE A PLAN

SCALE: 1"=10'



KEY MAP
SCALE: N.T.S.



SCALE: 1"=10'

APPROVED: Cell V-f 2/20/25 23WA12
City Engineer Date Job Number

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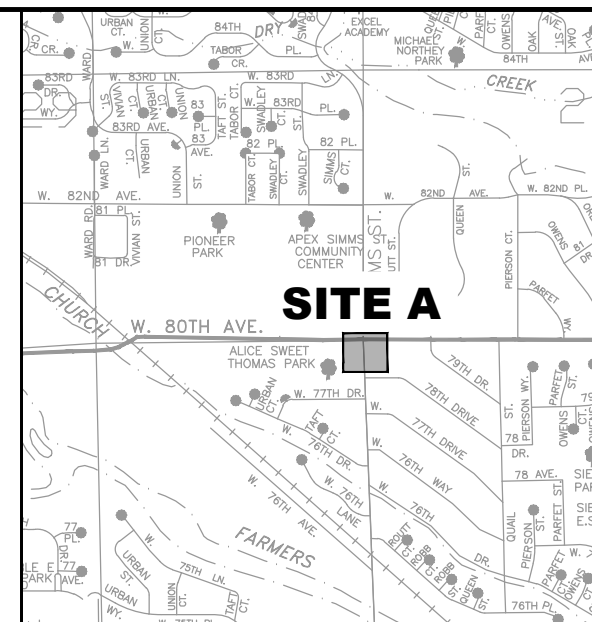
PROJECT NO. 23-WA-12
SIMMS TANK VAULT MODS
EXIST SITE PLAN

ENGINEER
KB
CHECKED BY
MS
DESIGN BY
RN

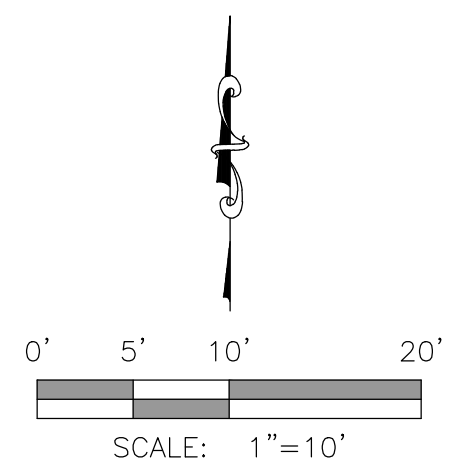
SHT 4

NO.	REVISION	DATE	BY
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SCALE: 1"=10'



KEY MAP
SCALE: N.T.S.



Cell V
City Engineer

23WA12
Job Number

Public Works Department
Engineering Division
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Phone 720-898-7640



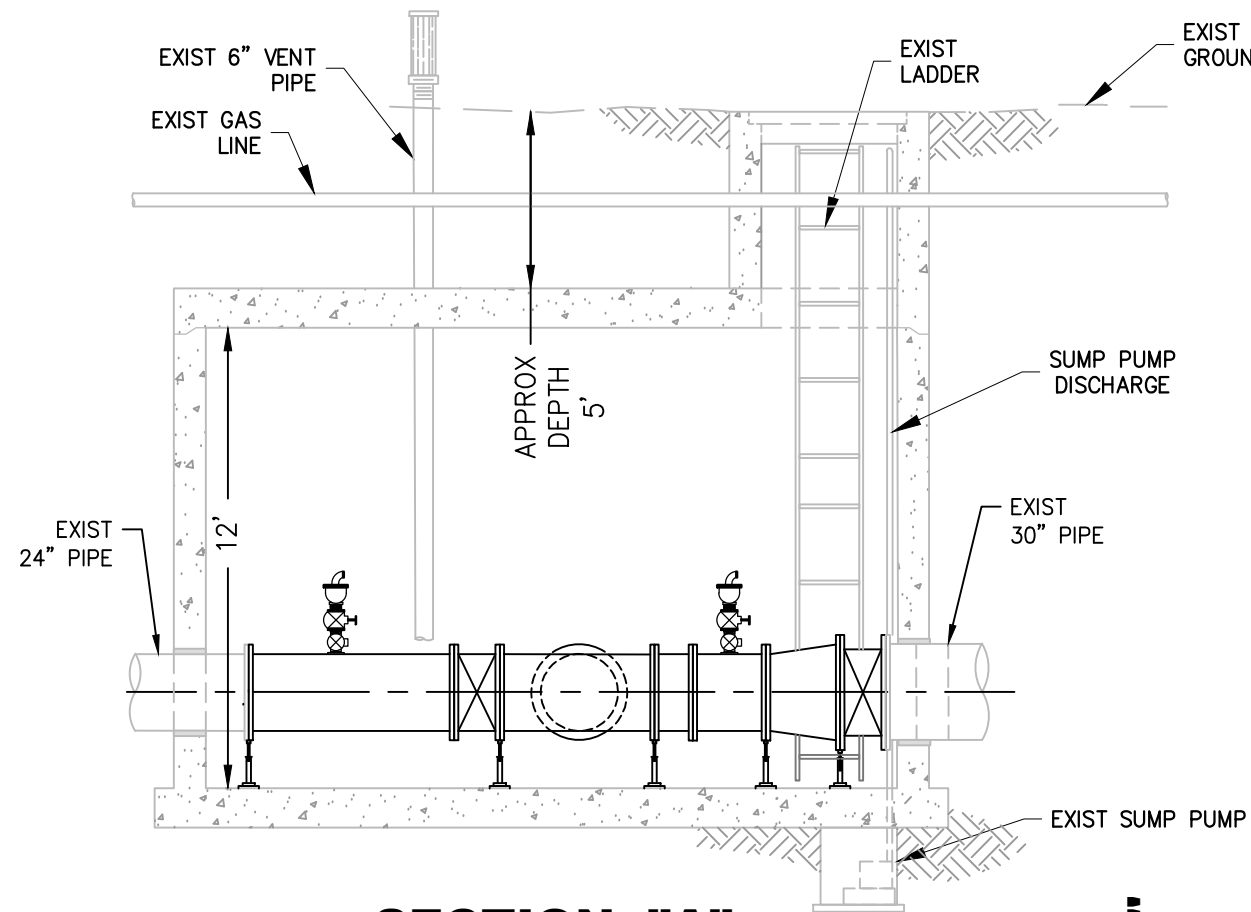
PROJECT NO. 23-WA-12
SIMMS TANK VAULT MODS

ENGINEER
KB
CHECKED BY
MS
DESIGN BY
RN

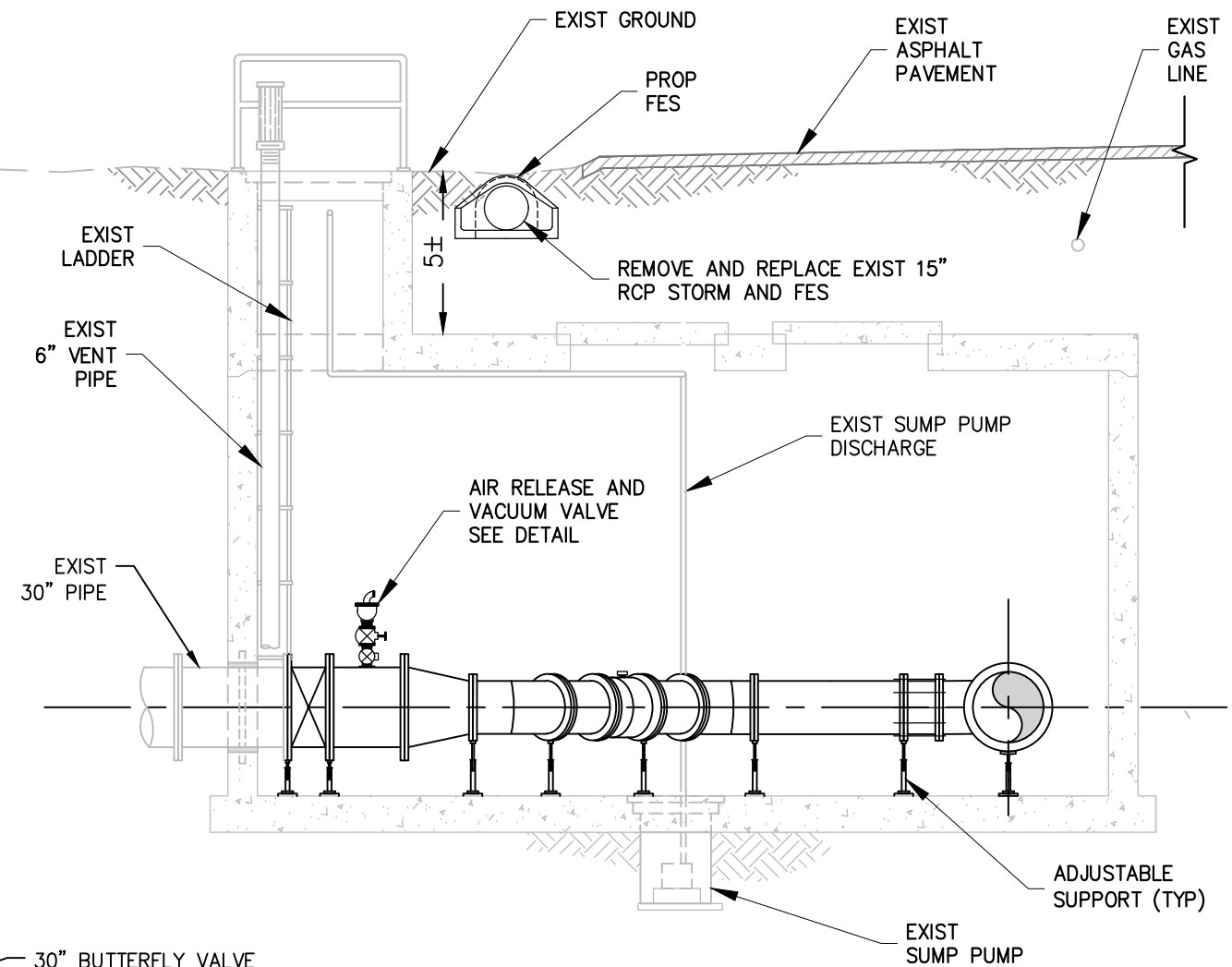
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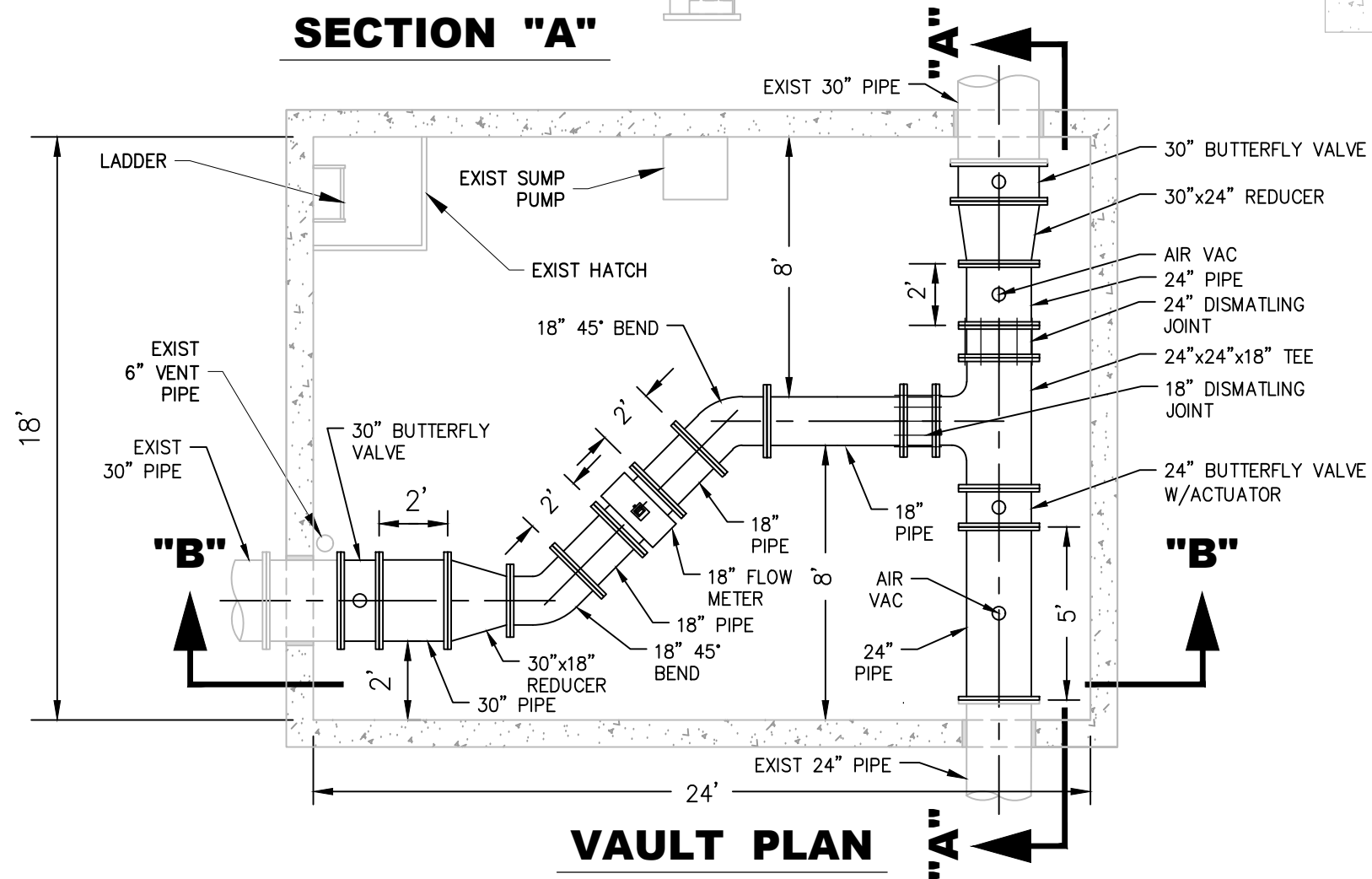
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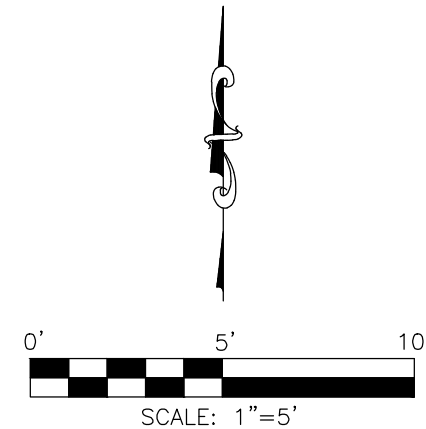
SECTION "A"



SECTION "B"



VAULT PLAN



NOTE:

DEPTHS ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD.

APPROVED:

Cell V-f
City Engineer

2/20/25
Date

23WA12
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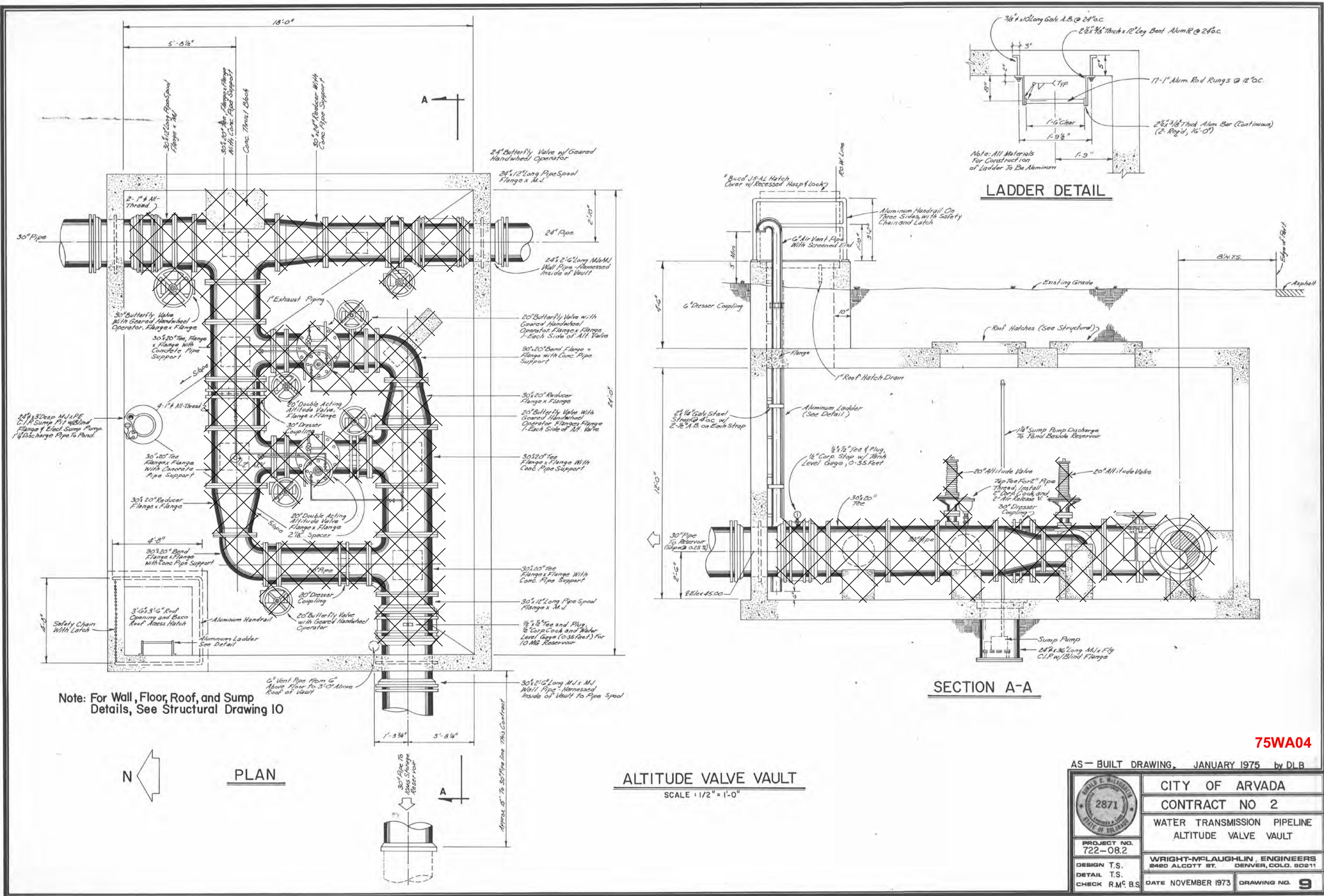
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Engineering Division
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Arvada, Colorado 80002
Phone 720-898-7640



PROJECT NO. 23-WA-12
SIMMS TANK VAULT DETAIL
PROPOSED PIPING
PLAND AND ELEVATIONS
IN EXISTING VAULT

ENGINEER
KB
CHECKED BY
MS
DESIGN BY
RN

SHT **6**



DEMO



City Engineer

2/20/25
Date

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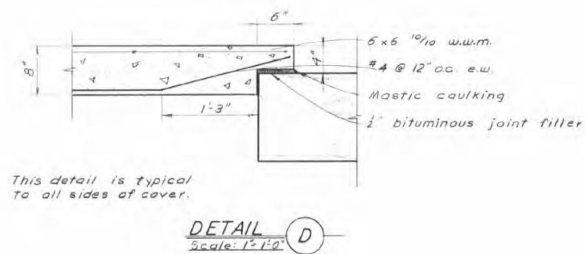
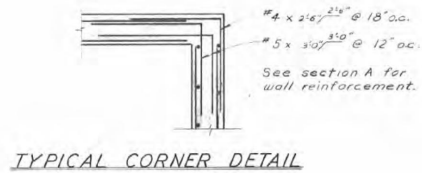
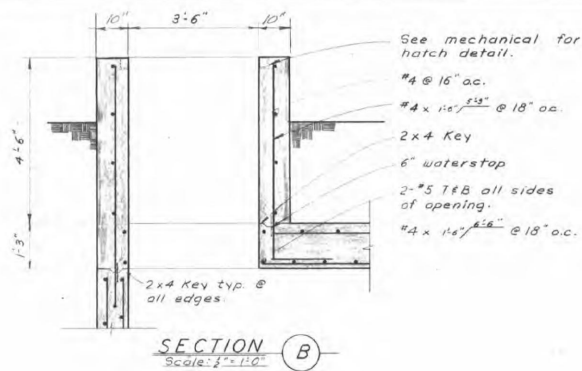
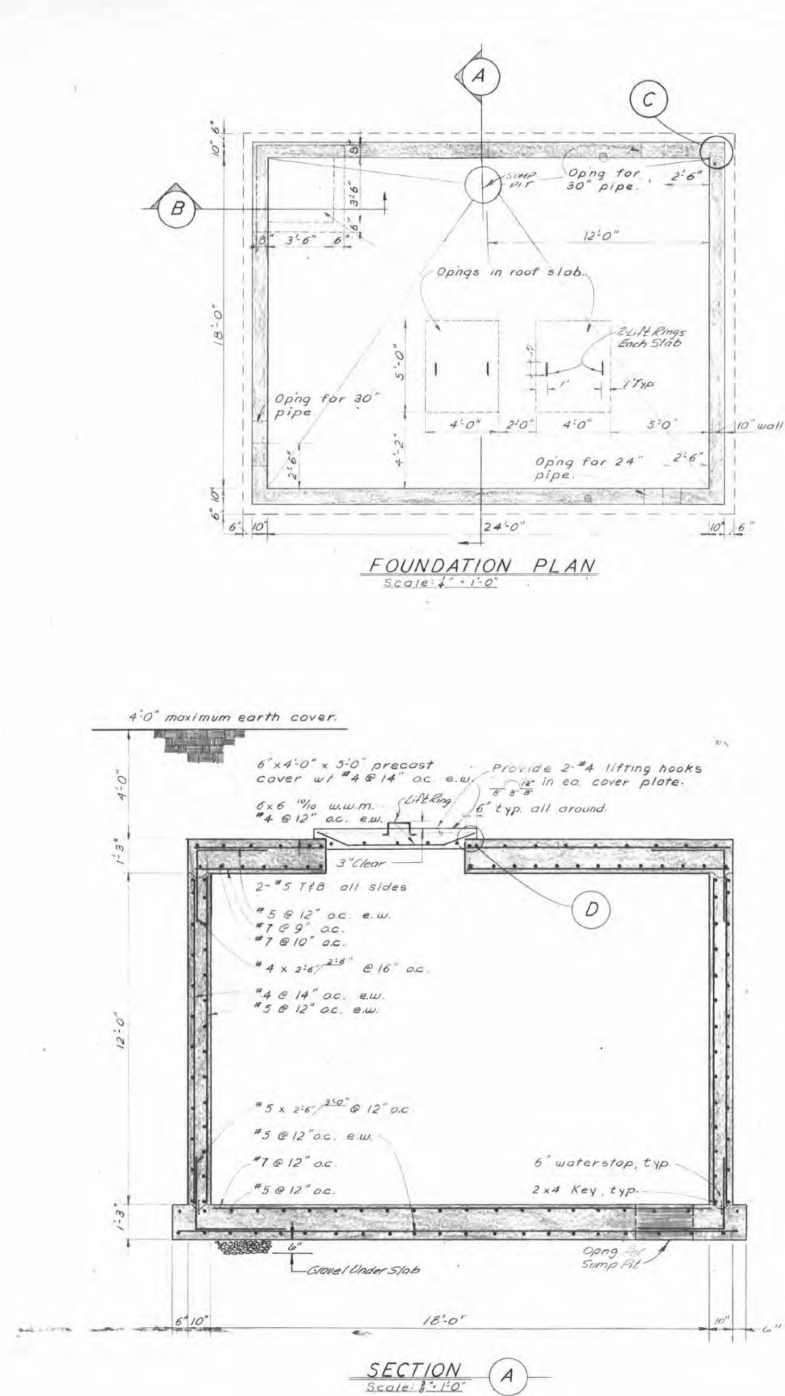
PROJECT NO. 23-WA-12
SIMMS TANK VAULT MODS



CITY OF
ARVADA

**Public Works Department
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8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

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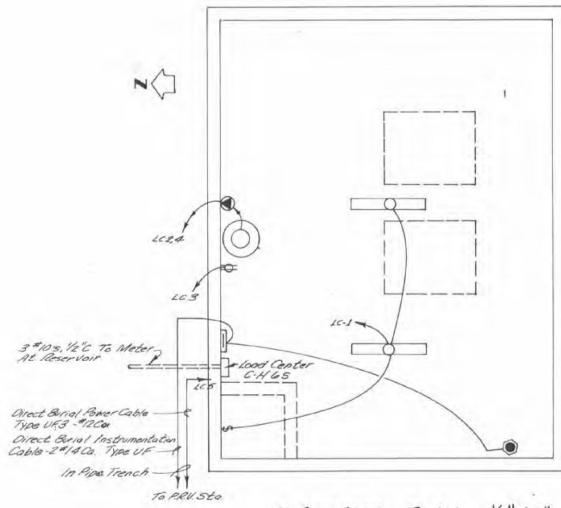


GENERAL STRUCTURAL NOTES

Design Criteria:
Concrete: $f'_c = 4,000$ psi.
Other stresses in accordance with the ACI Building Code (318-71).
Reinforcement: $f_y = 60,000$ psi, all #3 bars and smaller.
 $f_y = 60,000$ psi, all #4 bars and larger.
Live Loads: Roof - 0-20 highway loading and 4'-0" maximum earth cover @ 100 pounds per cubic foot.
Foundation: Design based on Chen and Associates, Inc., Soil Report No. 10258 dated October 17, 1973.
Foundation design - 5,000 psf (Dead Load + Live Load)

LOAD CENTER		120/240 VALVE	
Circuit Description		Circuit Description	
Room Lights	1	2	Sump
Receptacle	3	4	Pump
To REV. Sta	5	6	Spare

ELECTRICAL LEGEND	
○	Four Foot, 2-Tube, Surface Mtd. Fluorescent LPI #111401
⬇	Receptacle, 240 Volt, Hubbell No. 2520 Mtd. in Cast PS Box Cord Connection from Sump Pump to have matching cap - Hubbell No. 2521
⊕	Apex Grounding Receptacle w/ Hubbell No. 5235 Cover
⊕	AC Switch, Hubbell Pressure with NIP "Wagon" Plate No. 1750
⊕	Differential Pressure Transmitter - Honeywell Spec 5811-1
⊕	Level Indicator - Honeywell
⊕	Incandescent 200W Fixture - PERFECTITE No. C-6



AS-BUILT JANUARY 1975 DLB

CITY OF ARVADA
CONTRACT NO 2
WATER TRANSMISSION PIPELINE
ALTITUDE VALVE VAULT
STRUCTURAL - ELECTRICAL
WRIGHT-MCLAUGHLIN ENGINEERS
2420 ALCOTT ST. DENVER, COLO. 80211
DATE NOVEMBER 1973 DRAWING NO. 10

PROJECT NO. 722-082
DESIGN L.L., T.W.
DETAIL L.L., T.S.
CHECK F.H., T.W.

2871

APPROVED: CEL V-J 2/20/25 23WA12
City Engineer Date Job Number

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PANELBOARD	MAIN PANEL (E)			Main Bus	200 A	MAIN BREAKER/MLO: 200 A						
VOLTS	240/120V			PHASE	1	SYM. A.I.C. MIN. 10K AIC						
FED FROM:	UTILITY XFMR			Wire	3	ENCLOSURE NEMA 3R						
LOCATION:	OUTSIDE SIMMS TANK					MOUNTING SURFACE						
DESCRIPTION	NO. POLES	TRIP AMPS	POLE NO.	LOAD - VA		POLE NO.	TRIP AMPS	NO. POLES	DESCRIPTION			
				A	B							
LP-1 (SIMMS TANK VAULT)	2	30	1	2495.00		2	20	1	SPRINKLER CONTROLLER			
				0.00								
			3		1500.00	4			100	2	SPRINKLER BOOSTER PUMP	
					0.00							
SPACE	1		5	0.00		6						
				0.00								
SPACE	1		7		0.00	8				1	SPACE	
					0.00							
SPACE	1		9	0.00		10		1				SPACE
				0.00								
SPACE	1		11		0.00	12				1	SPACE	
					0.00							
SPACE	1		13	0.00		14		1				SPACE
				0.00								
SPACE	1		15		0.00	16				1	SPACE	
					0.00							
SPACE	1		17	0.00		18		1				SPACE
				0.00								
SPACE	1		19		0.00	20				1	SPACE	
					0.00							
Total kVA Per Phase Load (Including Existing)				2.495	1.500	Demand Factor		100.0%				
			Unbalance load	24.9%	24.9%							
Maximum Unbalance load =				24.9%	24.9%							
Total Connected Load						Est. Demand Load						
4.00	kVA	16.65	A			4.00	kVA	16.65				

GENERAL NOTES:

1. ALL CABLES SHALL BE #12 AWG UNLESS NOTED OTHERWISE.

KEY NOTES:

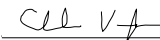


1. EXISTING CABLES AND CONDUITS ARE TO BE REUSED FOR THE EXISTING VAULT LOADS.

PANELBOARD	LP-1			Main Bus	100 A	MAIN BREAKER/MLO: 30 A			
VOLTS	240/120V			PHASE	1	SYM. A.I.C. MIN. 10K AIC			
FED FROM:	MAIN PANEL			Wire	3	ENCLOSURE NEMA 3R			
LOCATION:	SIMMS TANK VAULT			MOUNTING SURFACE					
DESCRIPTION	NO. POLES	TRIP AMPS	POLE NO.	LOAD - VA		POLE NO.	TRIP AMPS	NO. POLES	DESCRIPTION
				A	B				
VAULT LIGHTING & RECP (E) 	1	15	1	450.00		2	15	2	VALVE ACTUATOR - BV-105
				300.00					
PLC	1	20	3		1000.00				
					300.00				
TANK MIXER (FUTURE)	2	20	5	950.00		6	15	1	 SUMP PUMP RECEPTACLE (E)
				180.00					
SPARE	1	15	7		950.00	8	25	2	SPARE
					0.00				
SPARE	1	15	9	0.00		10			
				0.00					
SPARE	1	20	11		0.00	12	20	1	EXHAUST FAN
					500.00				
SPACE	1		13	0.00		14	20	1	SPARE
				0.00					
SPACE	1		15		0.00	16	15	1	SPARE
					0.00				
SPACE	1		17	0.00		18			
				0.00					
SPACE	1		19		0.00	20	30	2	SPD
					0.00				
Total kVA Per Phase Load (Including Existing)				1.880	2.750	Demand Factor		100.0%	
			Unbalance load	18.8%	18.8%				
			Maximum Unbalance load =	18.8%	18.8%				
Total Connected Load						Est. Demand Load			
4.63	kVA	19.30	A			4.63	kVA	19.30	



APPROVED:


City Engineer

2/20/25
Date

23WA12
Job Number

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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640



PROJECT NO. 23-WA-12

SIMMS TANK VAULT

ELECTRICAL PANEL

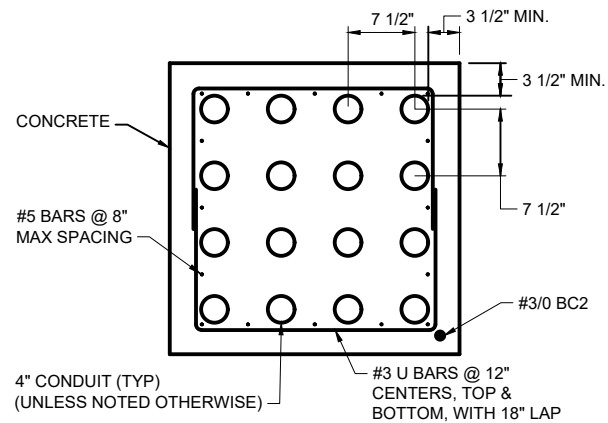
SCHEDULES



ENGINEER
A.HSU
CHECKED BY
V.PATWARI
DESIGN BY
ABENSON

drawing 174965

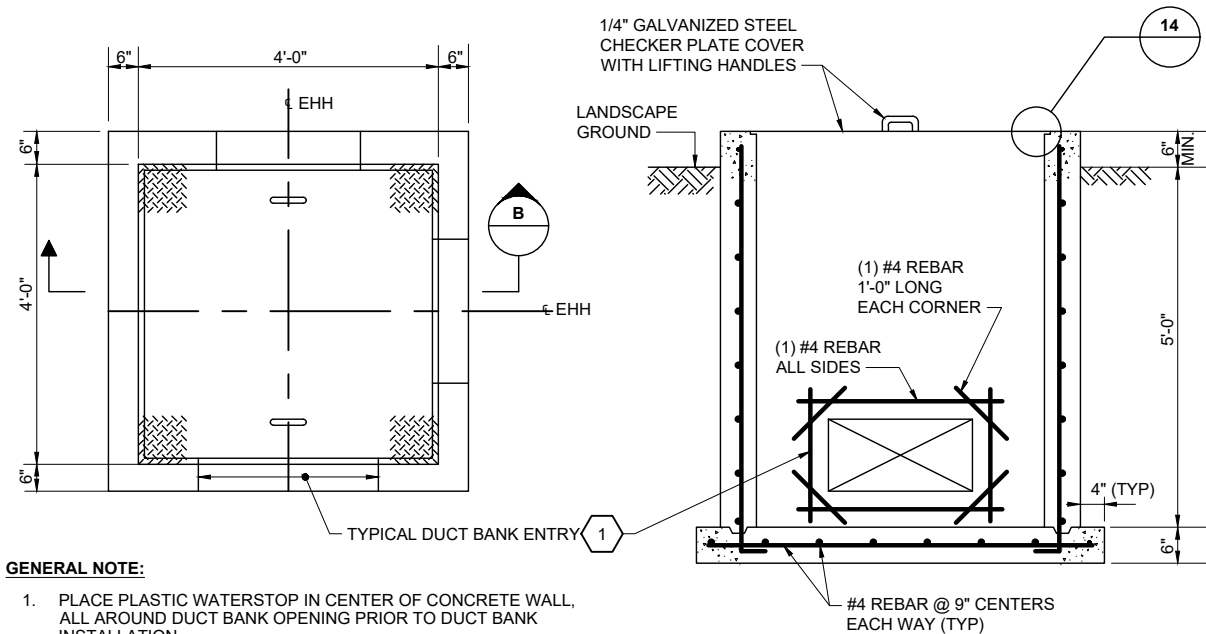
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sheet 0E-120



GENERAL NOTES:

1. QUANTITY OF CONDUITS SHOWN IS FOR ILLUSTRATIVE PURPOSES ONLY. REFER TO PLANS AND DUCT BANK SECTIONS FOR ACTUAL CONDUIT QUANTITIES REQUIRED.
2. WHEN TERMINATING AT HANDHOLES CONTRACTOR SHALL EMBED LONGITUDINAL DUCT BANK REINFORCEMENT 3" MINIMUM INTO PRECAST HANDHOLE WALLS WITH HILTY150 INJECTION ADHESIVE OR APPROVED EQUAL. TYPICAL THREE (3) BARS MINIMUM TOP AND BOTTOM.
3. INSTALL CONDUIT SPACERS EVERY 6-FEET TO MAINTAIN DUCT SPACING. DUCT SPACERS NOT SHOWN FOR CLARITY. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
4. DUCT BANK CONCRETE REQUIREMENTS SHALL BE 3000PSI MINIMUM.

TYPICAL DUCT BANK CONSTRUCTION SECTION
NOT TO SCALE



GENERAL NOTE:

1. PLACE PLASTIC WATERSTOP IN CENTER OF CONCRETE WALL, ALL AROUND DUCT BANK OPENING PRIOR TO DUCT BANK INSTALLATION.

KEYED NOTE:

- 1 LOCATION & SIZE OF DUCT BANK ENTRY VARIES SEE ELECTRICAL DUCT BANK PLANS, SECTIONS AND THE DETAILED HANDHOLE ENTRANCES SHOWN ON SHEET 0ES-100.

TYPICAL ELECTRICAL HANDHOLE DETAIL
NOT TO SCALE

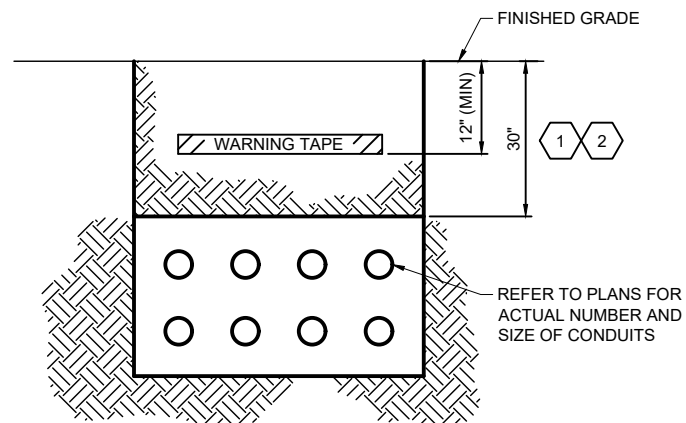
DETAIL

13

SECTION

NOT TO SCALE

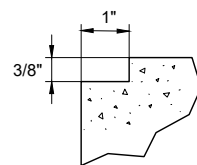
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KEYED NOTES:

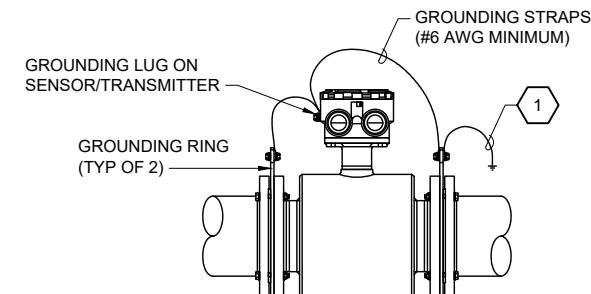
- 1 30-INCHES MINIMUM UNLESS INDICATED OTHERWISE TO AVOID BELOW GRADE PIPING OR BELOW GRADE OBSTRUCTIONS.
- 2 DUCT BANK SHALL BE SLOPED TOWARDS HAND HOLE TO PROVIDE PROPER DRAINAGE.

TYPICAL DUCT BANK INSTALLATION DETAIL
NOT TO SCALE



RECESSED EDGE DETAIL
NOT TO SCALE

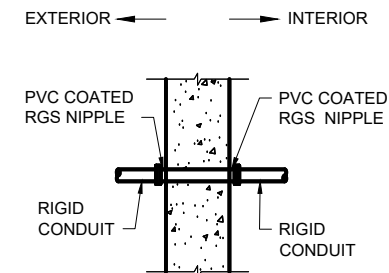
DETAIL



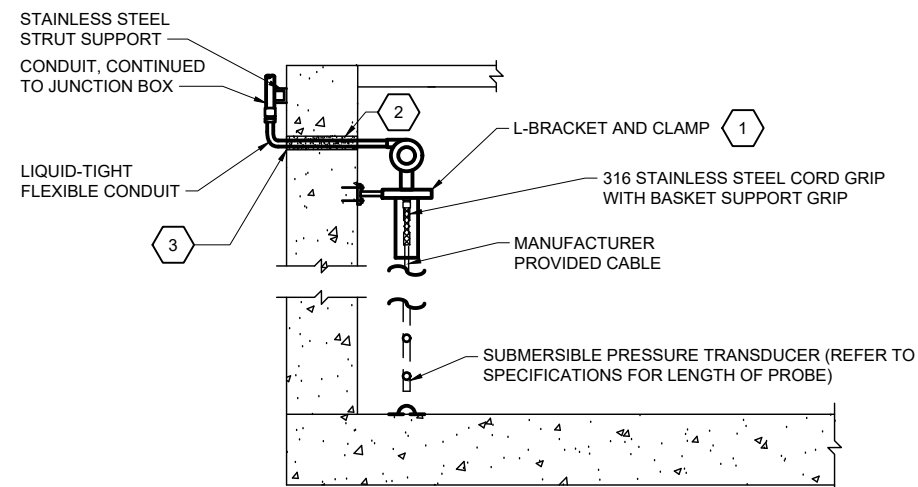
NOTE:

- 1 PROVIDE CONNECTION TO GROUNDING ELECTRODE ONLY WHEN INDICATED. POWER CIRCUIT EQUIPMENT GROUNDING CONDUCTOR SHALL NORMALLY SERVE AS EARTH CONNECTION FOR THE INSTRUMENT.

TYPICAL MAG METER GROUNDING DETAIL
NOT TO SCALE



TYPICAL EXTERIOR EXPOSED CONDUIT THROUGH CONCRETE/CMU WALL DETAIL
NOT TO SCALE



GENERAL NOTE:

1. THIS DETAIL IS SHOWN FOR TANK INSTALLATION. PIPING AND SUPPORTS SHALL BE PROVIDED BY CONTRACTOR. REFER TO PLANS FOR MOUNTING LOCATIONS AND CONDUIT ROUTING.

KEYED NOTES:

- 1 L-BRACKETS SHALL BE INSTALLED TO SECURE THE CABLE TO THE WALL. ALL HARDWARE SHALL BE STAINLESS STEEL INCLUDING WALL ANCHORS.
- 2 NONSHRINK GROUT SHALL BE INSTALLED.
- 3 REFER TO SHEET 25 FOR CORING REQUIREMENTS.

TYPICAL SUBMERSIBLE LEVEL TRANSDUCER MOUNTING DETAIL
NOT TO SCALE



APPROVED:

City Engineer
City Engineer

2/20/25
Date

23WA12
Job Number

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ARVADA

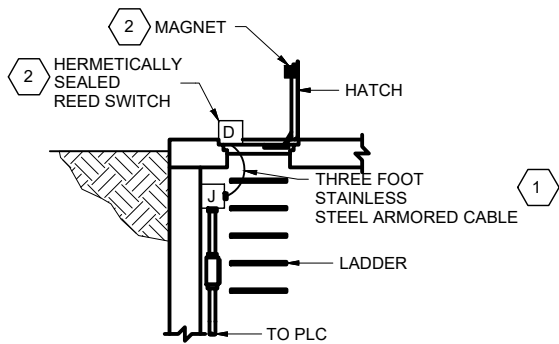
PROJECT NO. 23-WA-12
SIMMS TANK VAULT
ELECTRICAL DETAILS I

BURNS & McDONNELL
9191 S. JAMACA STREET
ENGLEWOOD, CO 80112
Burns & McDonnell Engineering Co., Inc.

ENGINEER
A.HSU
CHECKED BY
V.PATWARI
DESIGN BY
ABENSON

drawing 174965

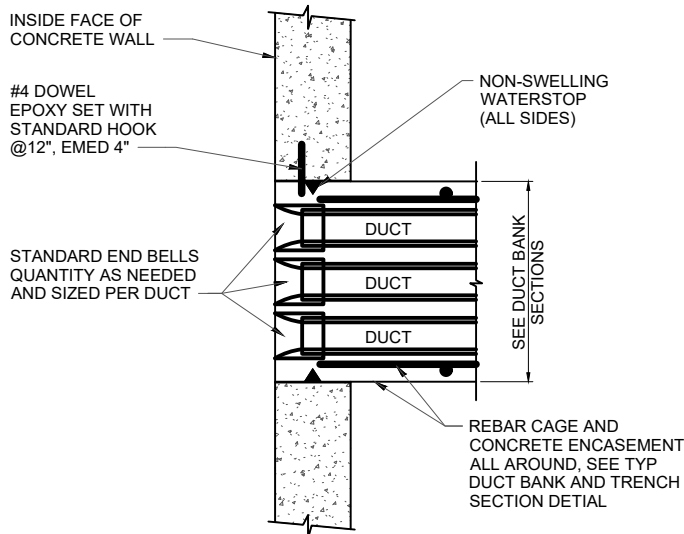
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sheet 0E-300



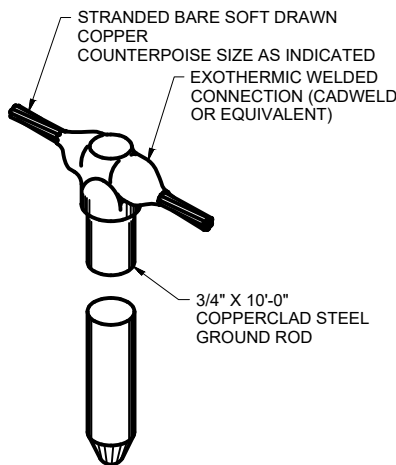
- GENERAL NOTES:**
- ALL CONDUIT SHALL BE 3/4-INCH UNLESS NOTED OTHERWISE. ALL BURIED CONDUIT SHALL BE A MINIMUM OF 1-INCH.
 - CONDUIT AND JUNCTION BOXES SHALL BE SURFACE MOUNTED.

- KEYED NOTES:**
- JUNCTION BOX SHALL BE INSTALLED 12-INCHES BELOW UNDERSIDE OF TOP SLAB NEAR HATCH OPENING. SPLICES IN MANUFACTURER CABLES WILL NOT BE ACCEPTABLE. PROXIMITY SWITCH CABLE SHALL BE TERMINATED ON TERMINAL BLOCKS WITHIN JUNCTION BOX.
 - COORDINATE WITH PROXIMITY SWITCH MANUFACTURER FOR INSTALLATION ON HATCH AND HATCH OPENING.

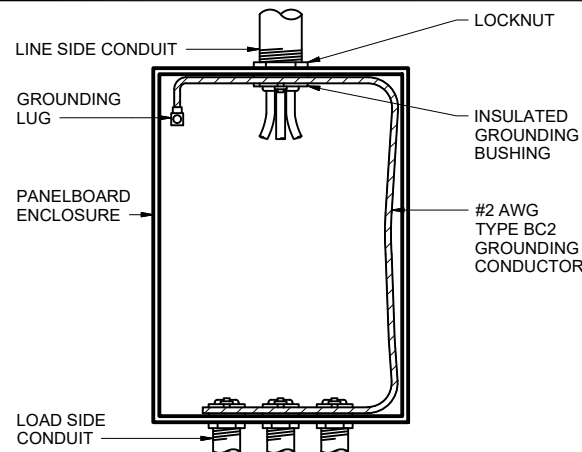
TYPICAL HATCH OPENING - MONITORED
NOT TO SCALE



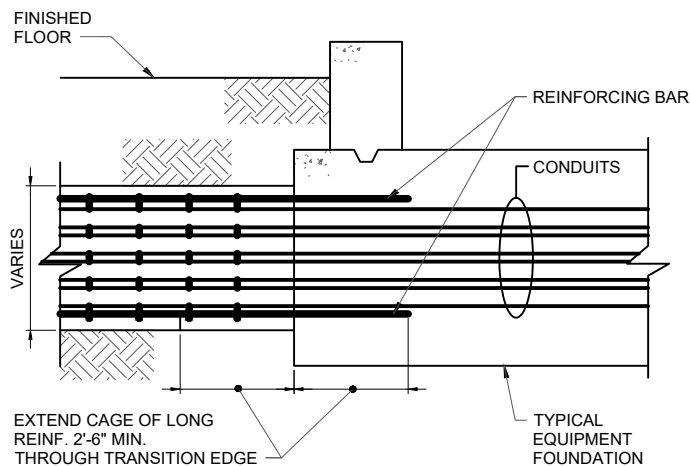
TYPICAL DUCT ENTRANCE TO BUILDING - ELEVATION VIEW
NOT TO SCALE



TYPICAL GROUNDING ROD CONNECTION
NOT TO SCALE

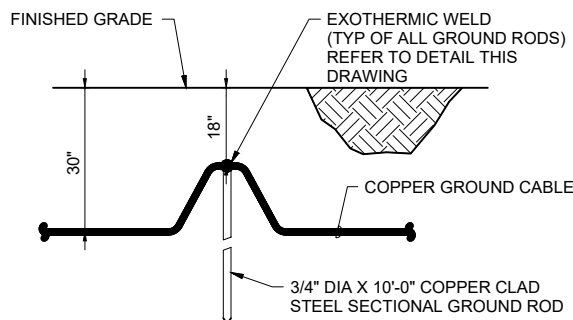


TYPICAL PANELBOARD CONDUIT GROUNDING
NOT TO SCALE

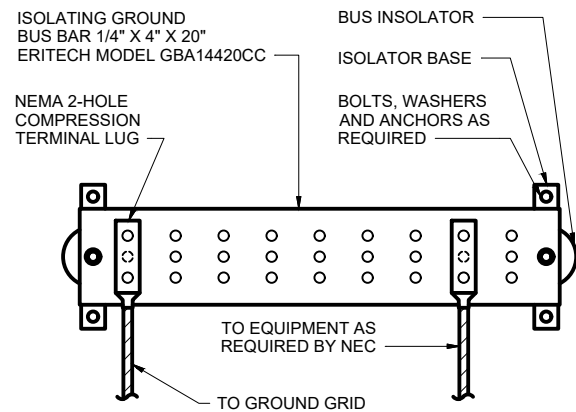


- GENERAL NOTE:**
- TYPICAL REINFORCING OF DUCT BANK OR INDIVIDUAL CONCRETE ENCASED CONDUITS TRANSITIONING INTO A FOUNDATION

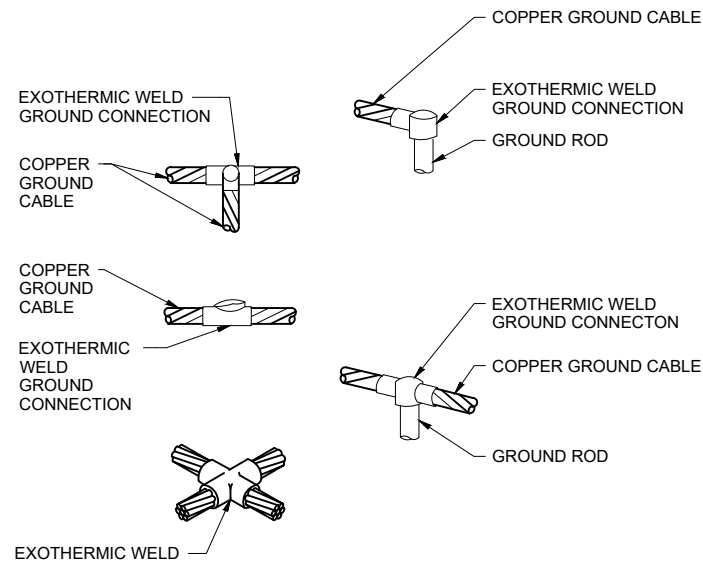
TYPICAL DUCT BANK REINFORCING - FOUNDATION TIE-IN
NOT TO SCALE



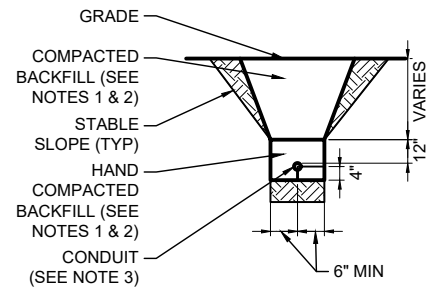
TYPICAL GROUNDING ROD INSTALLATION
NOT TO SCALE



TYPICAL GROUNDING BUS BAR
NOT TO SCALE



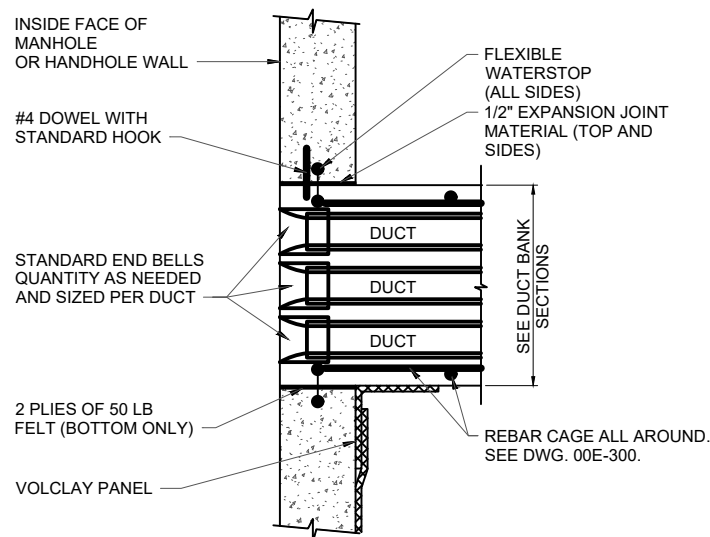
TYPICAL EXOTHERMIC WELDS
NOT TO SCALE



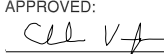
GENERAL NOTES:

- BACKFILL -
 - OBTAIN BACKFILL MATERIALS FROM TRENCHES AND OTHER EXCAVATION IN THIS CONTRACT AND/OR FROM THE ON SITE BORROW AREAS AS DESIGNATED BY THE RESIDENT PROJECT REPRESENTATIVE.
 - BACKFILL MATERIALS INCLUDE MATERIAL THAT IS FREE OF DEBRIS, ROOTS, ORGANIC MATTER, REFUSE, CINDERS, FROZEN MATTER, AND ALSO FREE OF ROCK, WITH A DIMENSION GREATER THAN 2 INCHES.
- COMPACTION -
 - PLACE BACKFILL MATERIAL IN LEVEL LAYERS NOT EXCEEDING 4 TO 8 INCHES.
 - USE HAND METHODS TO A HORIZONTAL PLANE OF 12 INCHES ABOVE TOP OF CONDUIT.
 - USE APPROVED MECHANICAL METHODS WHERE HAND BACKFILL IS NOT REQUIRED.
 - FOR BACKFILL COMPACTION AND MOISTURE CONTENT REQUIREMENTS SEE SECTION 2A (SITE WORK PREPARATION AND EARTHWORK) OF SPECIFICATIONS.
- DETAIL ALSO APPLIES TO MULTIPLE CONDUIT INSTALLATION AND DIRECT BURIED CABLE.
- BACKFILL AND COMPACTION REQUIREMENTS ALSO APPLY TO ROADWAY LIGHTING FOUNDATIONS.

TYPICAL BURIED CONDUIT INSTALLATION
NOT TO SCALE



TYPICAL DUCT ENTRANCE TO MANHOLE OR VAULT ELEVATION VIEW
NOT TO SCALE

APPROVED:  2/20/25 23WA12
City Engineer Date Job Number

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Public Works Department
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8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640



PROJECT NO. 23-WA-12
SIMMS TANK VAULT
ELECTRICAL DETAILS II



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Burns & McDonnell Engineering Co., Inc.

ENGINEER
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CHECKED BY
V.PATWARI
DESIGN BY
ABENSON

drawing 174965

SHT
sheet 0E-301

4. BUSES SHALL BE RATED AS INDICATED AND SHALL BE BRACED TO WITHSTAND AVAILABLE SHORT-CIRCUIT CURRENTS AS INDICATED. MATERIAL IS TO BE TIN-PLATED, HARD-DRAWN COPPER, 98% CONDUCTIVITY.
5. SURGE PROTECTION DEVICES: PROVIDE INTEGRAL SURGE PROTECTION DEVICE FOR EACH NEW PANELBOARD AS SPECIFIED.
6. PROVIDE PANELBOARD NAMEPLATE AS INDICATED.
7. PROVIDE DEAD FRONT, SAFETY TYPE, 120/240V, SINGLE PHASE, 3 WIRE, 60 HERTZ WITH FULL-SIZED NEUTRAL BUS.
8. LIGHTING AND APPLIANCE BRANCH-CIRCUIT TYPE AS INDICATED WITH SWITCHING AND PROTECTIVE DEVICES IN QUANTITIES, RATINGS, TYPES, AND ARRANGEMENTS SHOWN.
9. BRANCH OVERCURRENT PROTECTIVE DEVICES SHALL BE BOLT-ON, MOLDED-CASE CIRCUIT BREAKERS.
10. EXAMINE ELEMENTS AN SURFACES TO RECEIVE PANELBOARDS FOR COMPLIANCE WITH INSTALLATION TOLERANCES AND OTHER CONDITIONS AFFECTING PERFORMANCE OF THE WORK. RECEIVE, INSPECT, HANDLE, AND STORE PANELBOARDS ACCORDING TO NEMA PB 1.1.
11. INSTALL PANELBOARDS AS INDICATED, PROVIDING NEC REQUIRED WORK SPACE, IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS, APPLICABLE REQUIREMENTS OF NEC AND IN COMPLIANCE WITH RECOGNIZED INDUSTRY PRACTICES TO ENSURE THAT PRODUCTS FULFILL REQUIREMENTS.
12. PROVIDE PROPERLY WIRED ELECTRICAL CONNECTIONS FOR PANELBOARDS WITHIN ENCLOSURES. PROVIDE FILLER PLATES IN ALL UNUSED SPACES.
13. PROVIDE EQUIPMENT GROUNDING CONNECTIONS FOR PANELBOARD ENCLOSURES AS INDICATE AND AS REQUIRED BY NEC.
14. PERFORM TESTS AND INSPECTIONS AS SPECIFIED AND AS RECOMMENDED BY THE EQUIPMENT MANUFACTURER.
- S. WIRE AND CABLE TESTING:
1. WIRE AND CABLE TESTS: (FEEDERS AND CONTROL CIRCUITS ONLY)
2. MEGGER ALL 600V INSULATED WIRE WITH A 1000VDC MEGGER FOR ONE MINUTE, AND VALUES MUST NOT BE LESS THAN 50 MEGOHMS PER NETA ATS 7.3. DETERMINE THE VALUES WITH ALL SWITCHBOARDS, PANELBOARDS, FUSE HOLDERS, SWITCHES, AND OVERCURRENT DEVICES IN PLACE. DO NOT CONNECT MOTORS AND TRANSFORMERS DURING MEGGERING. MEGGER WIRE AND CABLE AFTER INSTALLATION AND NOT ON THE CABLE REEL.
3. CHECK ALL CONTROL CABLE BY MEGGER TESTS SIMILAR TO THOSE DESCRIBED FOR 600V INSULATED WIRE. CHECK ALL CONTROL WIRING FOR TIGHTNESS OF TERMINAL CONTACTS AND CONTINUITY (ESPECIALLY OF CURRENT TRANSFORMER LEADS) THROUGH EACH "RUN" OF CONTROL CIRCUITING. THOROUGHLY VERIFY ALL WIRING BY MEANS OF BATTERY-POWERED LIGHTS, BUZZERS, BELLS, OR TELEPHONES. AFTER COMPLETING THESE CHECKS AND TESTS ON A GIVEN CONTROL CIRCUIT, ATTACH A TEMPORARY CARDBOARD TAG ON EACH END OF CABLE TESTED WHICH BEARS DATE AND NAME OF SUBCONTRACTOR'S REPRESENTATIVE RESPONSIBLE FOR CHECKING. FOLLOW THIS PROCEDURE FOR EACH CONTROL CIRCUIT CABLE. PROVIDE ALL PHASING TESTS AND MAKE ALL CHANGES NECESSARY TO ASSURE PROPER ROTATION OF ALL MOTORS, THE CORRECT PHASING AND PHASE SEQUENCE OF ALL CIRCUITS SUSCEPTIBLE TO BEING PARALLELED, THE PROPER POLARITY ON ALL INSTRUMENT TRANSFORMER WIRING, AND SUCH OTHER PHASING TESTS AS MAY BE REQUIRED FOR THE EQUIPMENT BEING CONNECTED UNDER THIS CONTRACT.
4. ALL MEGGER DATA SHALL BE TURNED OVER TO OWNER FOR FUTURE REFERENCE.
5. PERFORM ALL HARMONIC TESTING TO PROVE THE INSTALLATION COMPLIES WITH BEST PRACTICES AND IEEE 519. PROVIDE MEASURED VALUES AND DOCUMENT IN THE O&M MANUAL.
6. TEST AND RECORD VALUES FOR THE PLC GROUND AND A SEPARATE GROUND FOR MOTOR STARTERS AND VFDS ACCORDING TO IEEE FALL OF POTENTIAL METHOD. INCLUDE THE STANDARD 10 FT AND 100 FT GROUND PROBES.
- T. CONTROL SCHEMES TESTS:
1. TEST ALL ELECTRICAL CONTROLS BY TRIAL OPERATION OF CONTROL EQUIPMENT AFTER ALL WIRING IS COMPLETED TO SEE THAT EACH INTERLOCK AND CONTROL FUNCTION OPERATES TO CONFORM TO THE DESCRIPTION OF OPERATION, AS INDICATED ON THE SCHEMATIC DIAGRAMS, AS WELL AS WITH THE MANUFACTURER'S OPERATING INSTRUCTIONS.
- U. INSTRUMENTATION:
1. GENERAL
- i. INDUSTRY STANDARDS AND MANUFACTURERS' RECOMMENDATIONS SHALL BE FOLLOWED IN THE EXECUTION OF THIS WORK.
- ii. WHENEVER POSSIBLE, DEVICES SHALL BE CALIBRATED PRIOR TO INSTALLATION ACCORDING TO THE CALIBRATION PROCEDURES SPECIFIED BELOW.
- iii. PROVIDE ALL TEST INSTRUMENTS, CALIBRATION STANDARDS, AND DEVICES REQUIRED TO PERFORM CALIBRATION AND TESTING PROCEDURES. ALTERNATIVE TEST EQUIPMENT MUST BE APPROVED BY THE ENGINEER.
- iv. INSTRUMENT CALIBRATION SHALL BE WITNESSED BY THE OWNER, OR ENGINEER. PROVIDE A DAILY CALIBRATION WORK SCHEDULE.
- v. POWER ALL TRANSMITTERS FROM SYSTEM POWER SUPPLIES FOR CALIBRATION. ALLOW MANUFACTURER'S RECOMMENDED WARM UP TIME PRIOR TO START OF CALIBRATION OF DEVICE. USE OF PORTABLE POWER SUPPLIES OR BATTERIES TO POWER TRANSMITTERS FOR DEVICE CALIBRATION IS NOT ALLOWED.
- vi. CALIBRATE ALL INSTRUMENTS TO THE CALIBRATION RANGES AND SET POINTS SPECIFIED ON THE INSTRUMENT LISTS, SPECIFICATION OR AS INDICATED ON THE DRAWINGS.
- vii. IMMEDIATELY AFTER DEVICE CALIBRATION, ATTACH A CALIBRATION LABEL OR SELF-ADHESIVE CALIBRATION STICKER TO THE DEVICE WITH THE NAME OF THE PERSON PERFORMING THE CALIBRATION AND DATE OF CALIBRATION.
- viii. SUBMIT ALL RECORDED DATA IN THE O&M MANUAL.
- ix. VERIFY ALL INSTRUMENT ANALOG AND DIGITAL VALUES VALUES AND THE INSTRUMENT MATCH THE GRAPHIC DISPLAYS ON THE PLC.
2. SUBMERSIBLE PRESSURE LEVEL TRANSMITTER AND ELEMENT:
- i. ACCEPTABLE MANUFACTURER'S: DWYER.
- j. PROVIDE 60FT POLYURETHANE CABLE.
- k. RANGE TO BE 15PSI (34.63FT WC).
- iii. PROVIDE DWYER SUBMERSIBLE LEVEL TRANSMITTER: PBLT2-15-60-PU.
3. TRANSMITTERS (INCLUDING LEVEL, TEMPERATURE, ANALYZER, MAG-METERS, VORTEX AND CORIOLIS METERS):
- i. APPROVED MANUFACTURER'S: EMERSON, ENDRESS+HAUSER, ENGINEER APPROVED EQUAL.
- j. INSTALL DEVICE AND APPLY POWER AND ALLOW THE MANUFACTURER'S RECOMMENDED WARM-UP TIME.
- ii. WITH A HART COMMUNICATOR CALIBRATE THE METER USING THE MANUFACTURERS RECOMMENDED PROCEDURE.
- iii. RECORD READINGS OR OUTPUT OF DEVICE AT 0, 25, 50, 75, AND 100% OF INPUT VALUE.
4. MAGNETIC FLOW INDICATING TRANSMITTER AND FLOW ELEMENT:
- i. ACCEPTABLE MANUFACTURER'S: EMERSON, ENDRESS+HAUSER, ENGINEER APPROVED EQUAL.
- j. INTEGRAL MOUNT SMART DIGITAL FLOW TRANSMITTER. 120VAC EXTERNAL POWER.
- ii. ALUMINUM IP68 RATED ENCLOSURE WITH CORROSION RESISTANT COATING.
- ij. FLOW METER TO BE BI-DIRECTIONAL AND HAVE 0X DN FULL BORE DESIGN (NO UPSTREAM OR DOWNSTREAM FLOW RESTRICTIONS).
- ik. 1/2" NPT CABLE GLANDS.
- il. PROVIDE 2 SETS OF DRY CONTACTS RATED FOR 24VDC.
- im. ACCURACY INCLUDING HYSTERESIS, LINEARITY, AND REPEATABILITY SHALL BE WITHIN ±0.20% OF READING.
- in. FLOW ELEMENT SHALL HAVE HASTELLOY ELECTRODES, CARBON STEEL FLANGES, AND SIZED PER THE PROCESS LINE INDICATED ON THE P&ID.
- io. ANSI B16.5 150LB CLASS FLANGES.
- ip. PROVIDE STAINLESS STEEL GROUNDING RINGS ON THE INLET AND OUTLET.
5. MOTOR OPERATED VALVES:
- i. PROVIDE ACTUATOR THAT IS COMPATIBLE WITH BUTTERFLY VALVE MANUFACTURER. ACCEPTABLE MANUFACTURER'S: AUMA, BECK, ROTORK, ENGINEER APPROVED EQUAL.
- j. SET TORQUE AND LIMIT SWITCHES ACCORDING TO MANUFACTURERS RECOMMENDATIONS FOR THE APPLICATION. CONFIRM SWITCHES MAKE OR BREAK WITH AN ELECTRICAL CONTINUITY CHECK.
- ii. APPLY POWER TO THE MOTOR AND USE THE CONTROL SYSTEM TO STROKE THE VALVE.
- iii. RECORD VALVE POSITION OVER THE ENTIRE INPUT SIGNAL RANGE; CONFIRM WHETHER VALVE IS DIRECT ACTING OR INDIRECT ACTING AS REQUIRED BY THE APPLICATION.
- iv. RECORD READINGS OR OUTPUT OF DEVICE AT 0, 25, 50, 75, AND 100% OF INPUT VALUE.
- v. RECORD DEVICE HYSTERESIS.
- vi. APPLY POWER TO THE POSITION TRANSMITTER AND ADJUST ZERO AND SPAN TO REPRESENT 0 TO 100% OPEN POSITION OF THE VALVE.
- V. PROGRAMMABLE LOGIC CONTROLLER (PLC) AND SCADA:
1. PROVIDE NEW ENCLOSED NEMA 4X PANEL WITH GASKETED DOORS, CONTINUOUS HINGE, AND THREE-POINT LATCHING MECHANISM WITH LOCKABLE HANDLE. SIZED TO HOUSE ALL EQUIPMENT AND DEVICES REQUIRED, PROVIDE SUFFICIENT SPACE FOR CONDUIT ENTRY, AND PROVIDE SUFFICIENT HEAT DISSIPATION FOR THE INSTALLED COMPONENTS.
2. ALL EXISTING COMPONENTS IN EXISTING PLC CABINET IS TO BE REUSED EXCEPT FOR EXISTING UPS, EXISTING BACKPLANE, AND EXISTING ETHERNET SWITCH. EXISTING UPS, EXISTING BACKPLANE, AND EXISTING ETHERNET SWITCH IS TO BE DEMOLISHED AND RETURNED TO OWNER.
3. PROVIDE NEW UPS FOR PLC CABINET WITH AN ELECTRICAL CAPACITY OF 1500VA MINIMUM. PROVIDE ALL REQUIRED MOUNTING HARDWARE. MANUFACTURER TO FOLLOW EXISTING OR ENGINEER APPROVED EQUAL.
4. PROVIDE NEW SCHNEIDER ELECTRIC BACKPLANE: BMXXBP0600.
5. PROVIDE NEW SCHNEIDER ELECTRIC ANALOG OUTPUT MODULE: BMXAMO0410.
6. PROVIDE NEW INDUSTRIAL MANAGED ETHERNET SWITCH WITH BUILT-IN NETWORK SECURITY AND ALL OPTIONS AND ACCESSORIES TO CONNECT TO OWNER NETWORK. MANAGED ETHERNET SWITCH IS TO BE DIN RAIL MOUNTED WITH APPROPRIATE AMOUNT OF 10/100/1000 BASE RJ-45 PORTS AND A MINIMUM OF TWO GIGABIT LC PORTS FOR CONNECTION TO THE FIBER BACKBONE. MANUFACTURER TO FOLLOW EXISTING OR ENGINEER APPROVED EQUAL.
7. CONTRACTOR IS TO HANDLE ALL PLC CABLING, CABLE TERMINATIONS AND PLC CABINET MODIFICATIONS. PLC AND SCADA PROGRAMMING SHALL FOLLOW CURRENT PROGRAMMING AND EXISTING SYSTEM. CONTRACTOR IS TO PROGRAM NEW I/O MODULE, I/O CONNECTIONS, AND ETHERNET SWITCH CONNECTION TERMINATIONS.
- W. PROVIDE SPARE PARTS AS RECOMMENDED BY THE EQUIPMENT MANUFACTURER 1 YEAR MAINTENANCE RECOMMENDATION. PROVIDE 10 SPARE FUSES OF EACH TYPE OF FUSE USED THROUGHOUT THIS DESIGN.



APPROVED:

Cell V-f
City Engineer

2/20/25
Date

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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
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PROJECT NO. 23-WA-12

SIMMS TANK VAULT

ELECTRICAL SPECIFICATIONS II

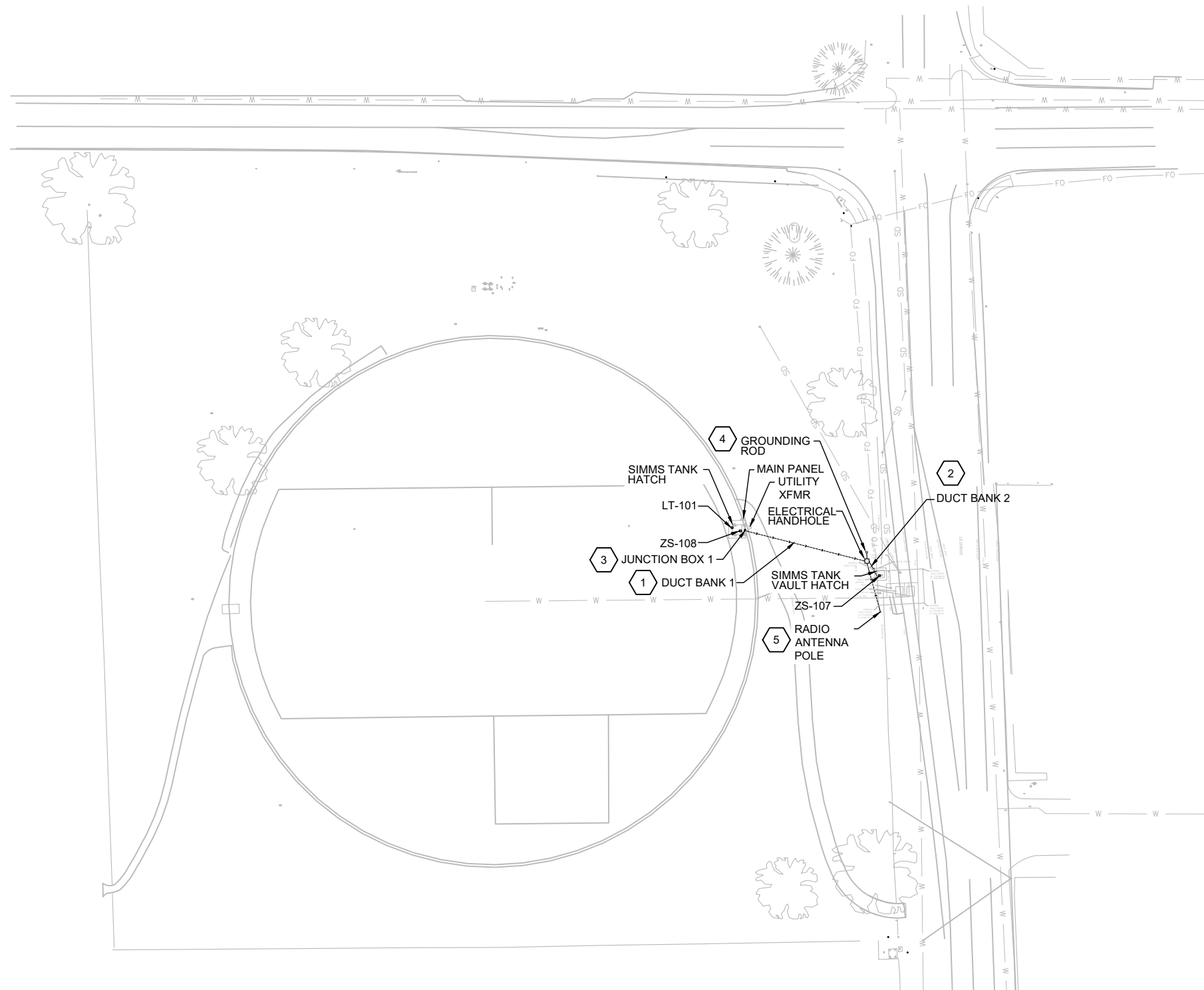


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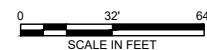
ENGINEER
A.HSU
CHECKED BY
V.PATWARI
DESIGN BY
A.BENSON

drawing 174965

SHT
sheet 0E-401



OVERALL ELECTRICAL SITE PLAN



GENERAL NOTES:

1. WHEN TRENCHING IS INVOLVED, IT IS TO BE BACK-FILLED AND THE LANDSCAPING SHALL BE RESTORED PER CIVIL DRAWINGS.

KEY NOTES: #

1. DUCT BANK 1 FROM MAIN PANEL TO ELECTRICAL HANDHOLE IS TO HAVE 3 - 2" CONDUITS:

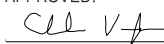
CABLE DESCRIPTION	CABLE SIZE/QUANTITY
VAULT POWER, MIXER POWER	3-#8, #10 GND; 2-#12, #12 GND
LT-101, ZS-108 CABLES	1-#16/2 TSP; 2-#14
SPARE	-

2. DUCT BANK 2 FROM ELECTRICAL HANDHOLE TO SIMMS TANK VAULT IS TO HAVE 4 - 2" CONDUITS:

CABLE DESCRIPTION	CABLE SIZE/QUANTITY
VAULT POWER, MIXER POWER	3-#8, #10 GND; 2-#12, #12 GND
LT-101, ZS-108 CABLES	1-#16/2 TSP; 2-#14
SPARE	-
SPARE (FUTURE SECURITY CAMERA AND COAXIAL CABLE)	-

3. CABLES FOR FUTURE TANK MIXER IS TO BE TERMINATED IN JUNCTION BOX 1.
4. DUCT BANK COPPER IS TO TIE INTO GROUNDING ROD.
5. CONDUIT FOR RADIO COAX CABLE AND FUTURE SECURITY CAMERA IS TO BE DIRECT BURIED FROM ELECTRICAL HANDHOLE AND STUB-UP AT EXISTING RADIO ANTENNA POLE.



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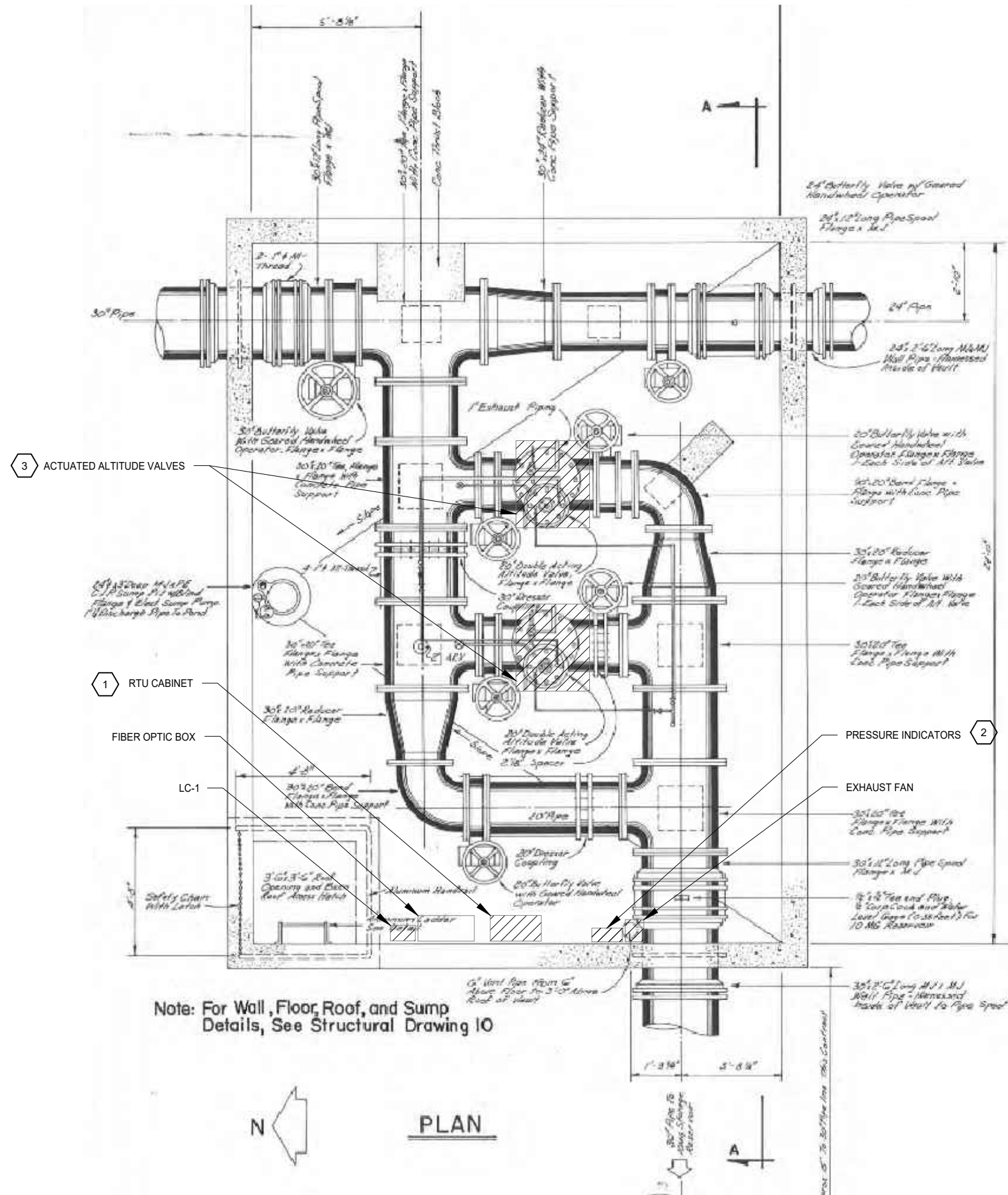
PROJECT NO. 23-WA-12
SIMMS TANK VAULT
ELECTRICAL SITE PLAN



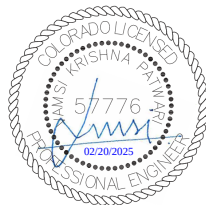
ENGINEER
A.HSU
CHECKED BY
V.PATWARI
DESIGN BY
ABENSON

drawing 174965

SHT 0ES-100
sheet



- GENERAL NOTES:**
- AS-BUILT DRAWING PROVIDED BY OWNER. CONTRACTOR TO VERIFY EQUIPMENT LOCATIONS.
 - REFER TO PROPOSED PIPING AND EQUIPMENT SHEET FOR NEW VAULT LAYOUT.
- KEY NOTES:** #
- ONLY THE EXISTING RTU ENCLOSURE AND EXISTING UPS IS TO BE DEMOLISHED AND RETURNED TO OWNER. ALL OTHER COMPONENTS ARE TO BE REUSED IN THE NEW PLC CABINET.
 - ALL EXISTING PRESSURE TRANSDUCERS AND INDICATORS IN THE VAULT ARE TO BE DEMOLISHED AND RETURNED TO OWNER. EXISTING CONDUIT AND CABLES ARE TO BE REMOVED.
 - ALL EXISTING CONDUIT AND CABLES TO EXISTING ACTUATED ALTITUDE VALVES ARE TO BE REMOVED.



APPROVED: CEL V-J 2/20/25 23WA12
City Engineer Date Job Number

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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

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ARVADA

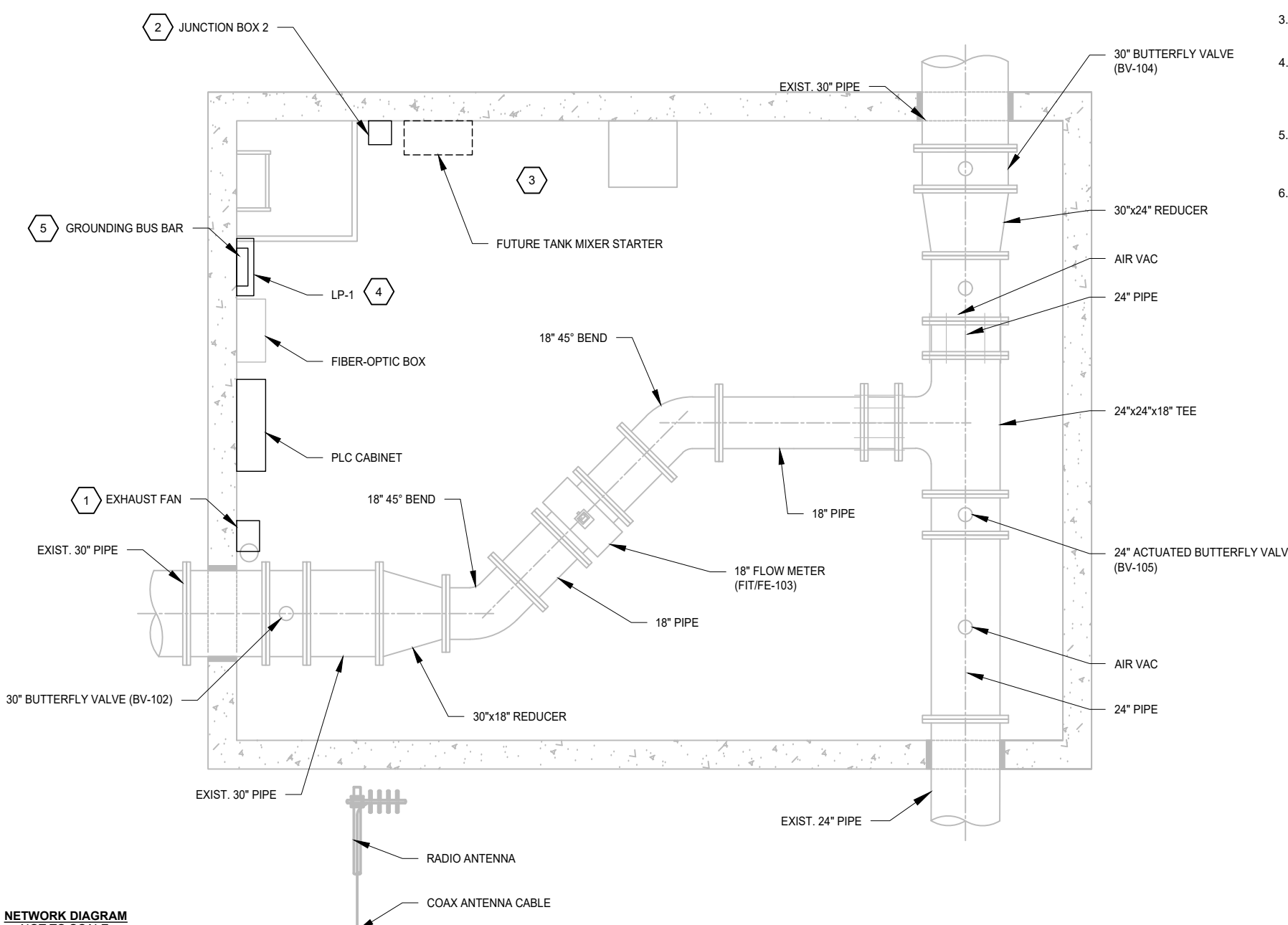
PROJECT NO. 23-WA-12
SIMMS TANK VAULT
ELECTRICAL VAULT DEMO PLAN

BURNS & MCDONNELL
9191 S. JAMICA STREET
ENGLEWOOD, CO 80112
Burns & McDonnell Engineering Co., Inc.

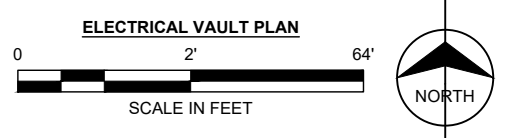
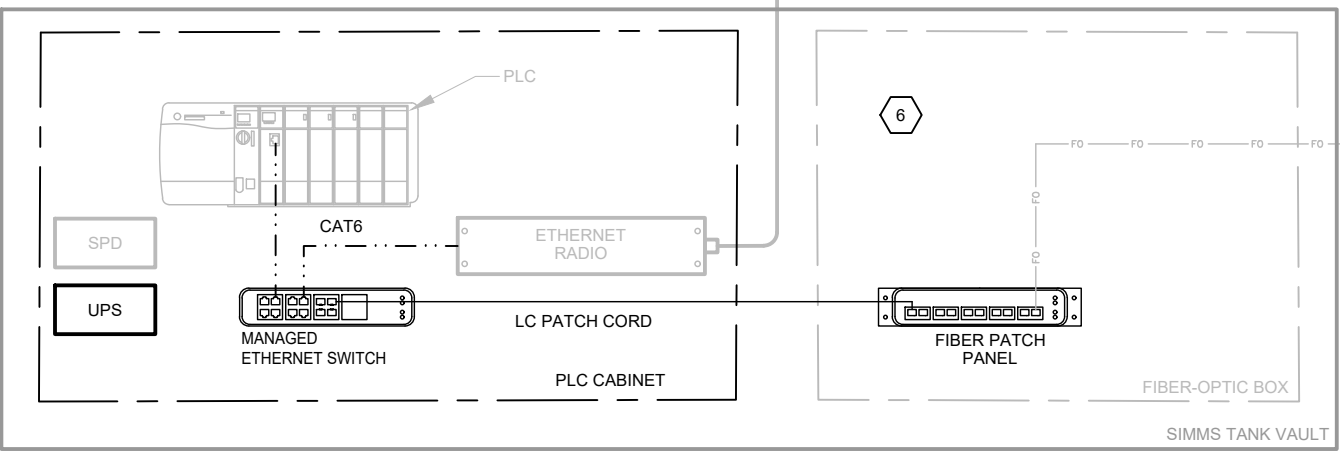
ENGINEER
A.HSU
CHECKED BY
V.PATWARI
DESIGN BY
ABENSON

drawing 174965

SHT 1E-100
sheet

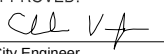


NETWORK DIAGRAM
NOT TO SCALE



- KEY NOTES:** #
1. REFER TO MECHANICAL PLANS FOR EXHAUST FAN SIZE AND EXACT LOCATION.
 2. 1" CONDUIT FOR FUTURE TANK MIXER IS TO BE TERMINATED AT JUNCTION BOX 2. CONTRACTOR TO SIZE JUNCTION BOX ACCORDING TO THE NEC.
 3. CONTRACTOR TO COORDINATE LOCATION OF JUNCTION BOX 2 AND FUTURE TANK MIXER STARTER. PROVIDE ENOUGH CLEARANCE SPACE.
 4. LP-1 IS TO BE IN THE SAME LOCATION AS EXISTING LOAD CENTER. EXISTING CONDUIT AND CABLES FOR EXISTING VAULT LOADS ARE TO BE REUSED FOR LP-1 CONNECTION. PROVIDE NEW CONDUITS AND FITTINGS AS NEEDED TO COMPLETE CONNECTION.
 5. GROUNDING BUS BAR IS TO BE MOUNTED ABOVE LP-1 AND CONNECTED TO GROUNDING ROD OUTSIDE. DUCT BANK COPPER SHALL TIE INTO GROUNDING ROD OUTSIDE.
 6. COAX ANTENNA CABLE AND FIBER-OPTIC CABLE TO BE PROVIDED BY OWNER. CONTRACTOR TO PROVIDE CONDUIT FOR COAX ANTENNA CABLE. REFER TO SHEET 0ES-100 FOR SITE PLAN.



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PROJECT NO. 23-WA-12
SIMMS TANK VAULT
ELECTRICAL VAULT PLAN

BURNS
MCDONNELL

9191 S. JAMICA STREET
ENGLEWOOD, CO 80112
Burns & McDonnell Engineering Co., Inc.

ENGINEER
A.HSU
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V.PATWARI
DESIGN BY
ABENSON

drawing 174965

SHT
sheet

1E-101

TAGGING SCHEME	
EQUIPMENT TAG	BN-BBB-XYZZ
EXAMPLE TAG	WE-LS-3415-H
BN	- BUILDING NAME (I.E. WEST END WATER TREATMENT PLANT)
BBBB	- EQUIPMENT, INSTRUMENT, AND VALVE IDENTIFIERS. ASME AND ISA FUNCTIONAL DESIGNATIONS (ONE TO FOUR LETTERS)
X	- PROCESS SYSTEM IDENTIFICATION (ONE DIGIT)
Y	- PROCESS TRAIN IDENTIFICATION (ONE DIGIT)
ZZ	- LOOP NUMBER - NUMBER TO CORRELATE PRIMARY AND FINAL CONTROL ELEMENTS, CONDUIT AND COMPONENTS. (TWO DIGITS)
AS INDICATED ON THE DRAWINGS FOR INSTRUMENTS, CONTROL DEVICES:	
***** BBBB XYZZ	
PLANT IDENTIFIERS 'XX' IS NOT SHOWN BUT IMPLIED FOR ALL INSTRUMENT TAGS INDICATED ON THESE DRAWINGS	
*****	- OPTIONAL INDICATORS MAY BE INCLUDED TO ADD CLARITY TO THE DRAWINGS.
ADDITIONAL CLARIFIERS	
AS	- ARSENIC
DISC	- DISCONNECT AUX
ES	- EMERGENCY STOP
FCL	- FREE CHLORINE
FLT	- FAULT
FR*	- FORWARD / REVERSE
H, HH	- HIGH, HIGH-HIGH
HOA*	- HAND / OFF / AUTO
L, LL	- LOW, LOW-LOW
LOR*	- LOCAL / OFF / REMOTE (OR LOCAL / STOP / REMOTE)
LP	- LOOP POWER
ORP	- OXIDATION REDUCTION POTENTIAL
OSC*	- OPEN / STOP / CLOSE
pH	- pH
RC	- RUN CONFIRM
REM	- REMOTE
SIL	- SILENCE
TCL	- TOTAL CHLORINE
TURB	- TURBIDITY
* INDICATORS MAY BE USED INDIVIDUALLY OR IN DIFFERENT COMBINATIONS	

SYSTEM IDENTIFICATION (X)	
100	- SIMMS TANK VAULT

VALVE IDENTIFIER (BBB)	
ARV	- AIR RELEASE VALVE
BP	- BACKFLOW PREVENTER
FCV	- FLOW CONTROL VALVE
PRV	- PRESSURE REGULATING VALVE
SG	- SLIDE GATE
SV	- SOLENOID VALVE
V	- VALVE (ALL TYPES)

EQUIPMENT IDENTIFIER (BBBB)	
AC	- AUR COMPRESSOR
B	- BLOWER
CC	- CALIBRATION COLUMN
CGD	- COMBUSTIBLE GAS DETECTOR
CU	- CONDENSING UNIT
DRY	- DESICCANT DRYER
EF	- EXHAUST FAN
F	- FAN
FCU	- FAN COIL UNIT
FLC	- FLOCCULATOR
FLT	- FILTER OR FAULT
FVNR	- FULL VOLTAGE REVERSING
FVR	- FULL VOLTAGE NON-REVERSING
G	- GENERATOR
HTR	- HEATER
IPS	- INCLINED PLATE SETTLERS
LP	- 120VAC PANEL BOARD
LCP	- LOCAL CONTROL PANEL
LV	- LOUVER
M	- MOTOR, ELECTRIC
MAU	- MAKEUP AIR UNIT
MCC	- MOTOR CONTROL CENTER
MXR	- MIXER
P	- PUMP
PP	- 480VAC PANEL BOARD
PWR	- POWER
RTU	- ROOF TOP UNIT
RVSS	- REDUCED VOLTAGE SOLID-STATE (MOTOR STARTER)
SF	- SUPPLY FAN
SC	- SLUDGE COLLECTOR
SED	- PLATE SETTLER
SKD	- SKID EQUIPMENT
SWB	- SWITCH BOARD
T	- TANK OR BASIN
TS	- TOTE SCALE
UH	- UNIT HEATER
VFD	- VARIABLE FREQUENCY DRIVE
XFMR	- TRANSFORMER

INSTRUMENT IDENTIFIER (BBBB)	
A__	- ANALYZER
E__	- VOLTAGE
F__	- FLOW
H__	- MANUAL PUSH BUTTON OR SWITCH
I__	- CURRENT
J__	- POWER (DIGITAL COMMAND OR OUTPUT)
L__	- LEVEL
M__	- MOISTURE
P__	- PRESSURE
S__	- SPEED
T__	- TEMP
V__	- VIBRATION
W__	- TORQUE OR WEIGHT
X__	- MISCELLANEOUS OR COMMON
Y__	- EVENT
Z__	- POSITION
A	- ALARM
B	- BUTTON
C	- CONTROL (ANALOG DEMAND)
D	- DIFFERENTIAL
E	- PROBE OR DIRECT MEASUREMENT ELEMENT
G	- GAUGE/GLASS
I	- INDICATOR
Q	- TOTALIZER
S	- SWITCH OR SETPOINT
T	- TRANSMITTER (ANALOG FEEDBACK)
Y	- RELAY (IF DIGITAL) OR CALCULATION (IF ANALOG)
I	- INDICATION (ANALOG FEEDBACK)
T	- TRANSMITTER (ANALOG FEEDBACK)

INSTRUMENT DEVICE AND FUNCTION SYMBOLS				
DISPLAY OR CONTROL	DEVICES (INSTRUMENTS, SELECTOR SWITCHES, ETC.)	PHYSICAL STATUS INDICATION LIGHT MOUNTED ON PANEL	ACCESSABILITY	
***  PPPP	***  PWR PPPP	***  PPPP	ACCESSIBLE IN FIELD	FIELD MOUNTED (INSTRUMENTS, VALVES, ETC.)
***  PPPP	***  PWR PPPP	***  PPPP	ACCESSIBLE TO OPERATOR	MAIN CONTROL ROOM (HMI), OR CONTROL PANEL (OIT)
***  PPPP	***  PWR PPPP	***  PPPP	INSIDE OR BEHIND PANEL DOOR	
***  PPPP	***  PWR PPPP	***  PPPP	ACCESSIBLE TO OPERATOR	REMOTE/LOCAL CONTROL PANEL (OIT), MOTOR CONTROL CENTER,VFDS, ETC.
***  PPPP	***  PWR PPPP	***  PPPP	INSIDE OR BEHIND PANEL DOOR	
NOTES: 1. *** - REFER "TAGGING SCHEME" TABLE THIS SHEET 2. HMI AND OIT DISPLAY OR CONTROL, SYSTEM INTEGRATOR (SI) SHALL STORE POINTS INDICATED IN THE HISTORIAN AND MAKE AVAILAIBLE ACROSS THE SCADA NETWORK AND THROUGH SYSTEM 3. PPPP = PLC SUFFIX NAME				

GENERAL NOTES:	
GENERAL NOTES 1. REFER TO THE CONTROL NARRATIVE SPECIFIED IN THE SECTION 40 91 60, FOR PROGRAMMING OF THE EQUIPMENT INDICATED ON THE P&IDS. 2. WHERE USED, PLC XX INDICATES THE CONTROLLER FOR THE HARDWIRE INPUT TO SCADA SYSTEM. XX MAY USE MORE THAN TWO CHARACTERS. 3. PROGRAM COMPLETE TAG NUMBER FOR EACH HARD AND SOFT POINT, WITH PREFIX "WE-" FOR THE CITY TO KEEP THE TAGS SEPARATE FROM THE SOUTH END WATER TREATMENT PLANT.	

KEY NOTES	
KEY NOTES: 1. AN "A" IN THE TAG INDENTIFIER MEANS THE POINT IS PROGRAMMED AS AN ALARM, DISPLAYING ON THE GRAPHICS AND ON THE SYSTEM ALARM SCREENS. ALARM STATE SHALL BE AS DEFINED IN THE I/O LIST.	

PLC / RIO IDENTIFICATION	
PLC CABINET PLC	LOCATION VAULT PLC

P&IDs LINETYPES	
	PROCESS LINE
	EXISTING PROCESS LINE
	FUTURE PROCESS LINE
	PROCESS HEAVY LINES
	HEAVY LINES
	MEDIUM LINES
	ELECTRICAL SIGNAL (ANALOG)
	ELECTRICAL SIGNAL (DISCRETE)
	ENCLOSURE BOUNDARY
	EQUIPMENT
	EQUIPMENT - INSTRUMENTS
	EQUIPMENT - VALVES
	MISCELLANEOUS
	MISCELLANEOUS LINE WORK
	ELECTRICAL SIGNAL (POWER)
	SOFTWARE, DATA LINK, OR BUS
	MANUFACTURER'S CABLE
	PNEUMATIC TUBING
	SKID / VENDOR BOUNDARY
	INPUT
	OUTPUT

APPROVED:		2/20/25	23WA12
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Public Works Department Engineering Division 8101 Ralston Road Arvada, Colorado 80002 Phone 720-898-7640			
CITY OF ARVADA			
PROJECT NO. 23-WA-12 SIMMS TANK VAULT PROCESS AND INSTRUMENTATION LEGENDS AND ABBREVIATIONS I			
BURNS & McDONNELL 9191 S. JAMICA STREET ENGLEWOOD, CO 80112 Burns & McDonnell Engineering Co., Inc.			
ENGINEER A.HSU CHECKED BY V.PATWARI DESIGN BY ABENSON			
drawing 174965			
SHT sheet 01-001			

PROCESS SYMBOLS	
	GLOBE VALVE
	GATE VALVE
	BUTTERFLY VALVE
	CHECK VALVE
	DUCK BILL CHECK VALVE
	PLUG VALVE
	3-WAY VALVE
	PRESSURE AND VACUUM RELIEF VALVE
	PRESSURE RELIEF VALVE
	BALL VALVE
	DIAPHRAGM VALVE
	SLIDE GATE
	CORPORATION STOP
	AIR RELEASE VALVE
	AIR RELEASE AND VACUUM VALVE
	BACKFLOW PREVENTER
	DEMISTER
	STOP PLATE
	RUPTURE PLATE
	CALIBRATION COLUMN
	FLOW THROUGH CELL
	BUBBLE TRAP
	FLUME
	WEIR
	DIAPHRAGM SEAL
	ANNULAR SEAL
	DIFFUSER
	EJECTOR/EDUCTOR
	FLEXIBLE HOSE
	EXPANSION ELEMENT (JOINT)
	FLEXIBLE BALL JOINT
	BASKET TYPE STRAINER
	TEE TYPE STRAINER
	Y-TYPE STRAINER
	CONICAL STRAINER
	DUPLEX STRAINER
	PIPE WITH HEAT TRACE CABLE
	REDUCING TEE
	CONCENTRIC REDUCER
	ECCENTRIC REDUCER
	DISCHARGE ELBOW ASSEMBLY
	HOSE CONNECTION
	REMOVABLE PLUG
	REMOVABLE CAP
	WELDED CAP
	BLIND FLANGE
	CLEANOUT
	YARD HYDRANT
	AIR COCK
	WALL HYDRANT
	QUICK DISCONNECT COUPLING
	DRAIN
	PULSATION DAMPENER

MOTOR STARTER SYMBOLS	
	VARIABLE FREQUENCY DRIVE
	FULL VOLTAGE - NON-REVERSING
	FULL VOLTAGE - REVERSING
	REDUCED VOLTAGE SOLID- STATE STARTER
	MOTOR

VALVE AND GATE OPERATORS			
	SOLENOID		DIAPHRAGM
	PNEUMATIC		CHAINWHEEL
	MOTOR		VANE

PROCESS EQUIPMENT	
	PERISTALTIC PUMP
	DIAPHRAGM METERING PUMP
	CENTRIFUGAL PUMP
	BLOWER
	GRINDER
	ROTARY LOBE PUMP
	SUBMERSIBLE PUMP
	AGITATOR/MIXER
	POSITIVE DISPLACEMENT BLOWER
	PROGRESSIVE CAVITY PUMP
	VERTICAL TURBINE PUMP
	CHEMICAL TOTE
	SCALE
	WETTING CONE
	STRAINER
	SEDIMENTATION BASIN
	AIR RECEIVER TANK
	ULTRAVIOLET DISINFECTION BANK
	COMPRESSOR
	DEWATERING DRUM OR SCREW PRESS
	SCREEN
	SURFACE AERATOR
	MEMBRANE FILTER
	SAFETY SHOWER/ EYE WASH STATION

INSTRUMENTATION SYMBOLS			
	LEVEL TRANSMITTER		
	WHERE * IS:	R	= RADAR
		U	= ULTRASONIC
	GUIDED WAVE RADAR LEVEL TRANSMITTER		
	FLOAT SWITCH		
	ROTAMETER		
	SIGHT FLOW INDICATOR		
	AVERAGING PITOT TUBE FLOW ELEMENT		
	TURBINE OR PROPELLER TYPE FLOW ELEMENT		
	POSITIVE-DISPLACEMENT FLOW METER		
	VORTEX FLOW SENSOR		
	MAGNETIC FLOWMETER		
	SONIC FLOWMETER DOPPLER OR TRANSIT TIME		
	THERMAL MASS FLOW METER		

SELF-ACTUATED REGULATORS AND VALVES	
	PRESSURE-REDUCING REGULATOR, SELF-CONTAINED, WITH HANDWHEEL ADJUSTABLE SET POINT
	PRESSURE-REDUCING REGULATOR WITH EXTERNAL PRESSURE TAP
	DIFFERENTIAL-PRESSURE-REDUCING REGULATOR WITH INTERNAL AND EXTERNAL PRESSURE TAP
	BACKPRESSURE REGULATOR, SELF CONTAINED
	BACKPRESSURE REGULATOR WITH EXTERNAL PRESSURE TAP
	PRESSURE-REDUCING REGULATOR WITH INTEGRAL OUTLET PRESSURE RELIEF VALVE AND OPTIONAL PRESSURE INDICATOR

P&IDs LINE TYPES AND EXAMPLES		
	OPEN TROUGH	EXTRA LINE OF TEXT 30 WWW-100 → DESCRIPTION OF THE LINE OFF-SHEET REFERENCE, INCLUDING SHEET DESTINATION NO.
	DIRECTION OF FLOW	
	SIGNAL CONNECTION	
	CROSSOVER - NO CONNECTION	
	BROKEN SIGNAL LINE WHERE X IS SAME DESTINATION NO.	
	CONTROL INTERLOCK	



City Engineer 2/20/25 23WA12
Date Job Number

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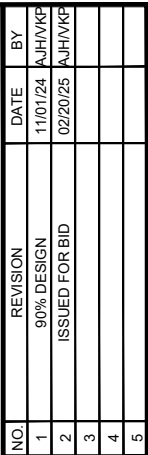
PROJECT NO. 23-WA-12
SIMMS TANK VAULT

**BURNS
MCDONNELL**
9191 S. JAMAICA STREET
ENGLEWOOD, CO 80112
Burns & McDonnell Engineering Co., Inc.

ENGINEER
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V.PATWARI
DESIGN BY
A.BENSON

drawing 174965

SHT
sheet 01-002



CITY OF
ARVADA

**BURNS
MCDONNELL**

9191 S. JAMAICA STREET
ENGLEWOOD, CO 80112

Burns & McDonnell Engineering Co., Inc

drawing 174965SHT
sheet 01-600

I/O LIST												
Tag Type	Tag Sequence Number	Optional Indicator	Complete Tag	PLC TAG	DESCRIPTION	Signal Type	Signal Level	Power Source	Controlled By	Description "0" Level	Description "1" Level	P&ID Drawing
LI	101		LI-101	SIMMS_TANK_LEVEL	SIMMS TANK LEVEL INDICATOR	AI	4-20mA	PLC	PLC	-	-	011-600
FI	103		FI-103	SIMMS_TANK_FLOW	18" FLOW METER INDICATOR	DI	24VDC	PLC	PLC	-	-	011-600
JY	105		JY-105	SIMMS_TANK_VALVE105_RUN	BV-105 ACTUATOR VALVE - POSITION COMMAND	AO	4-20mA	ACTUATOR	PLC	-	-	011-600
HS	105	REM	HS-105-REM	SIMMS_TANK_VALVE105_REMOTE	BV-105 ACTUATOR VALVE - REMOTE POSITION	DI	24VDC	ACTUATOR	PLC	REMOTE	LOCAL	011-600
ZS	105		ZS-105	SIMMS_TANK_VALVE105_POSITION	BV-105 ACTUATOR VALVE - POSITION	AI	4-20mA	ACTUATOR	PLC	-	-	011-600
YA	105	FLT	YA-105-FLT	SIMMS_TANK_VALVE105_FAULT	BV-105 ACTUATOR VALVE - FAULT ALARM	DI	24VDC	ACTUATOR	PLC	FAULT	N-FAULT	011-600
LA	106	H	LA-106-H	SIMMS_TANK_WATER_ON_FLOOR	WATER ON FLOOR SWITCH	DI	24VDC	PLC	PLC	HIGH	N-HIGH	011-600
ZS	107	O	ZS-107-O	SIMMS_TANK_VAULT_HATCH_OPEN	SIMMS TANK VAULT HATCH INTRUSION SWITCH - OPEN	DI	24VDC	PLC	PLC	OPEN	N-OPEN	011-600
ZS	108	O	ZS-108-O	SIMMS_TANK_HATCH_OPEN	SIMMS TANK HATCH INTRUSION SWITCH - OPEN	DI	24VDC	PLC	PLC	OPEN	N-OPEN	011-600



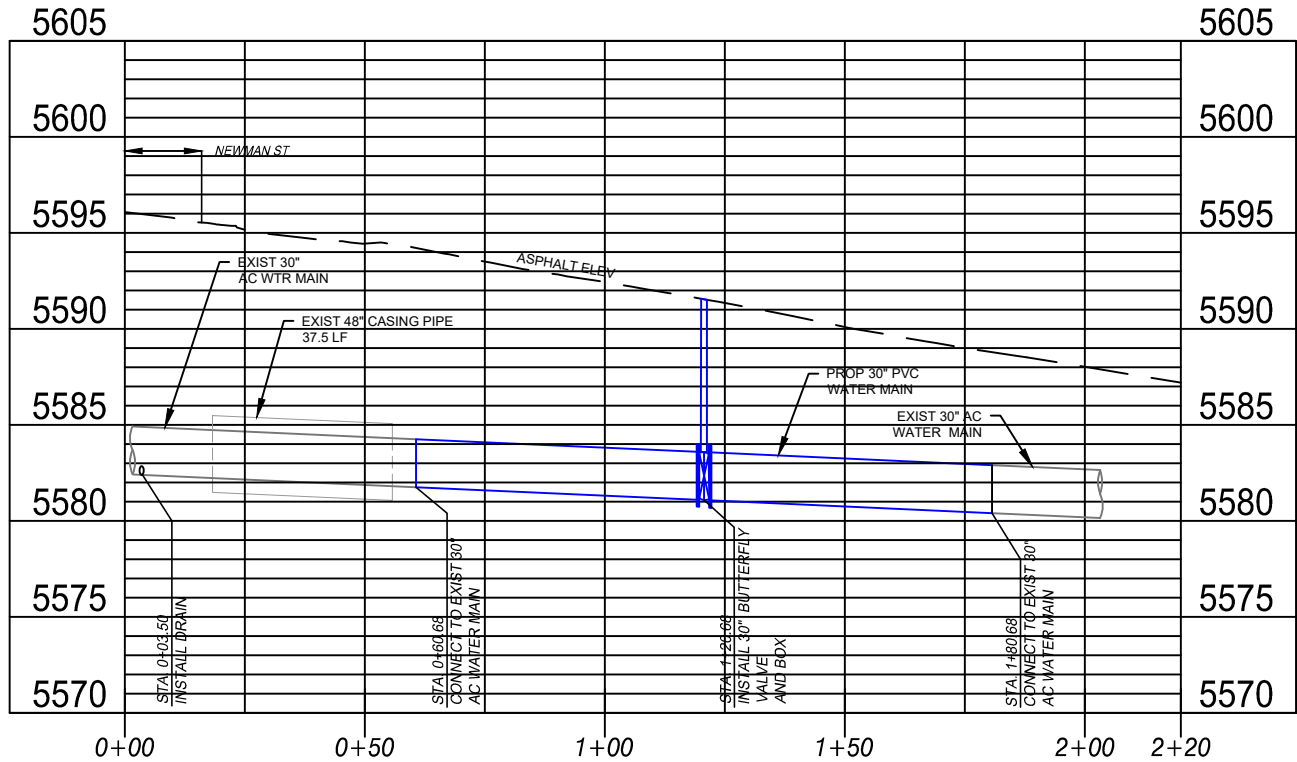
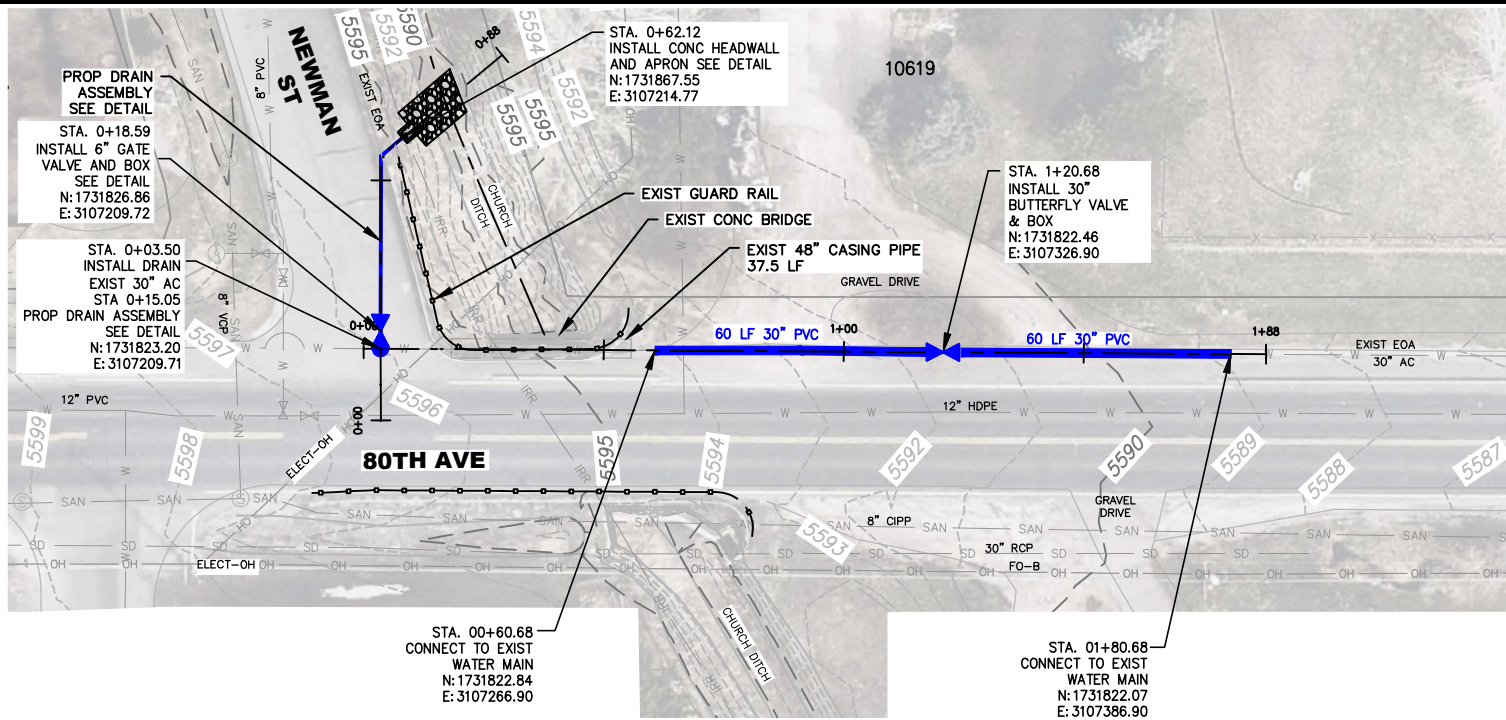
23WA12
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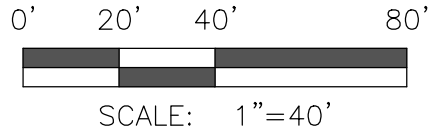
ENGINEER
A.HSU
CHECKED BY
V.PATWARI

SHT
sheet 01-600

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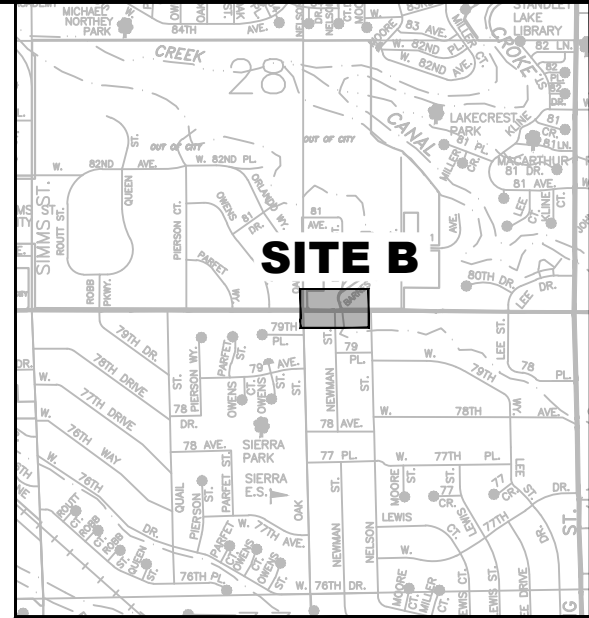


PROFILE: 80TH AND NEWMAN ST
HORIZ. SCALE: 1"=40'
VERT. SCALE: 1"=10'

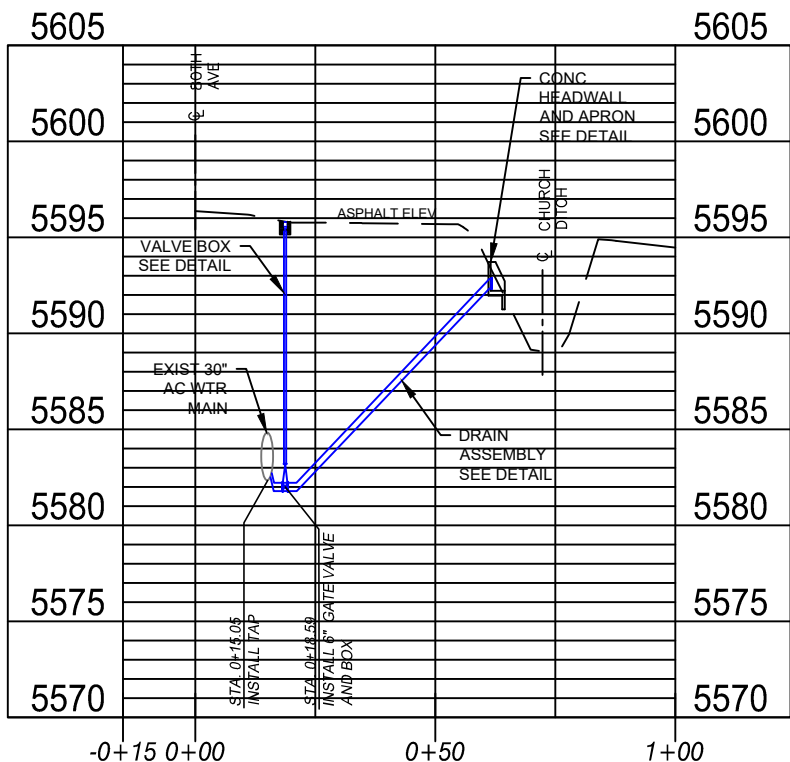


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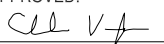
1. RESTRAIN PIPE WITHIN 60' OF VALVE.
2. DEPTHS ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD.



KEY MAP
SCALE: N.T.S.



PROFILE: DRAIN ASSEMBLY
HORIZ. SCALE: 1"=40'
VERT. SCALE: 1"=10'

APPROVED:  2/20/25 23WA12
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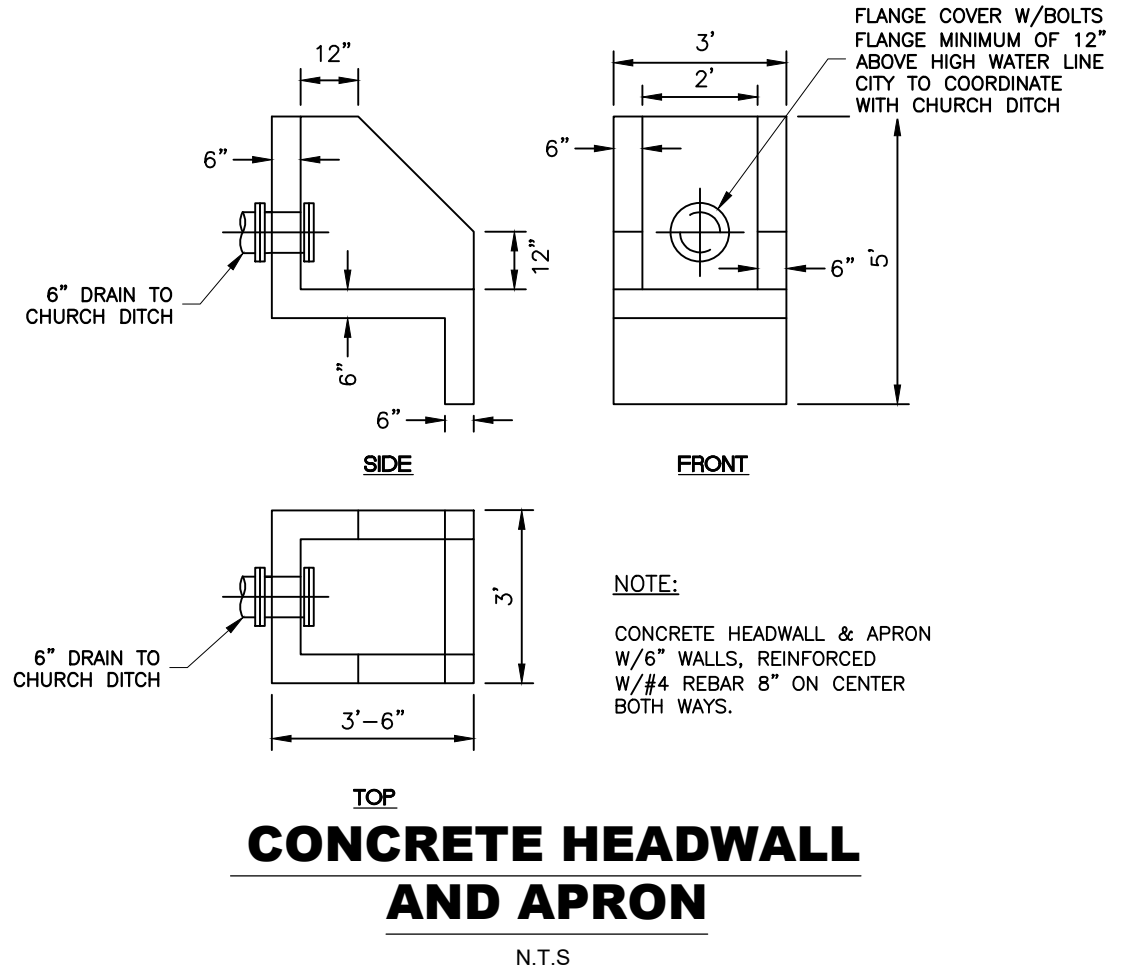
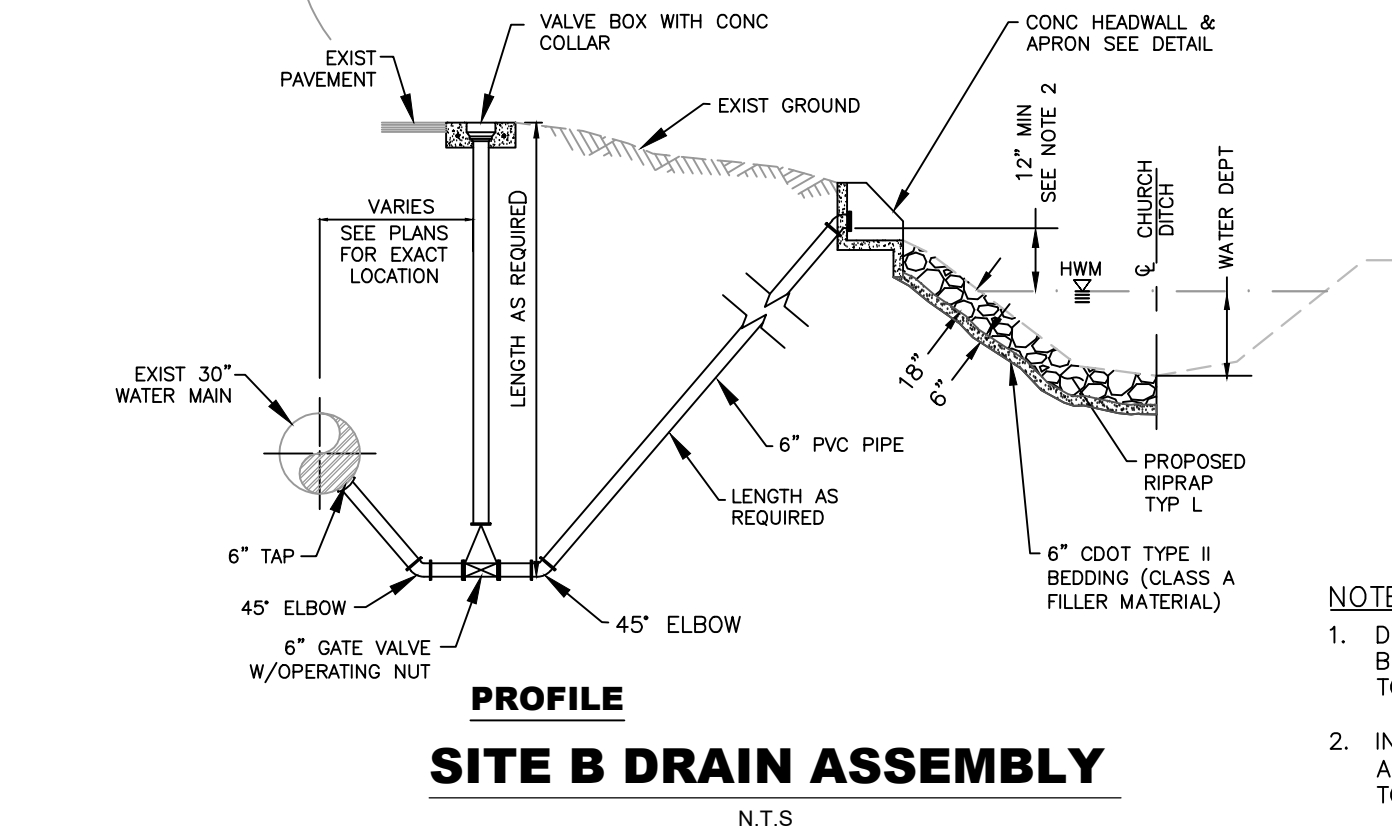
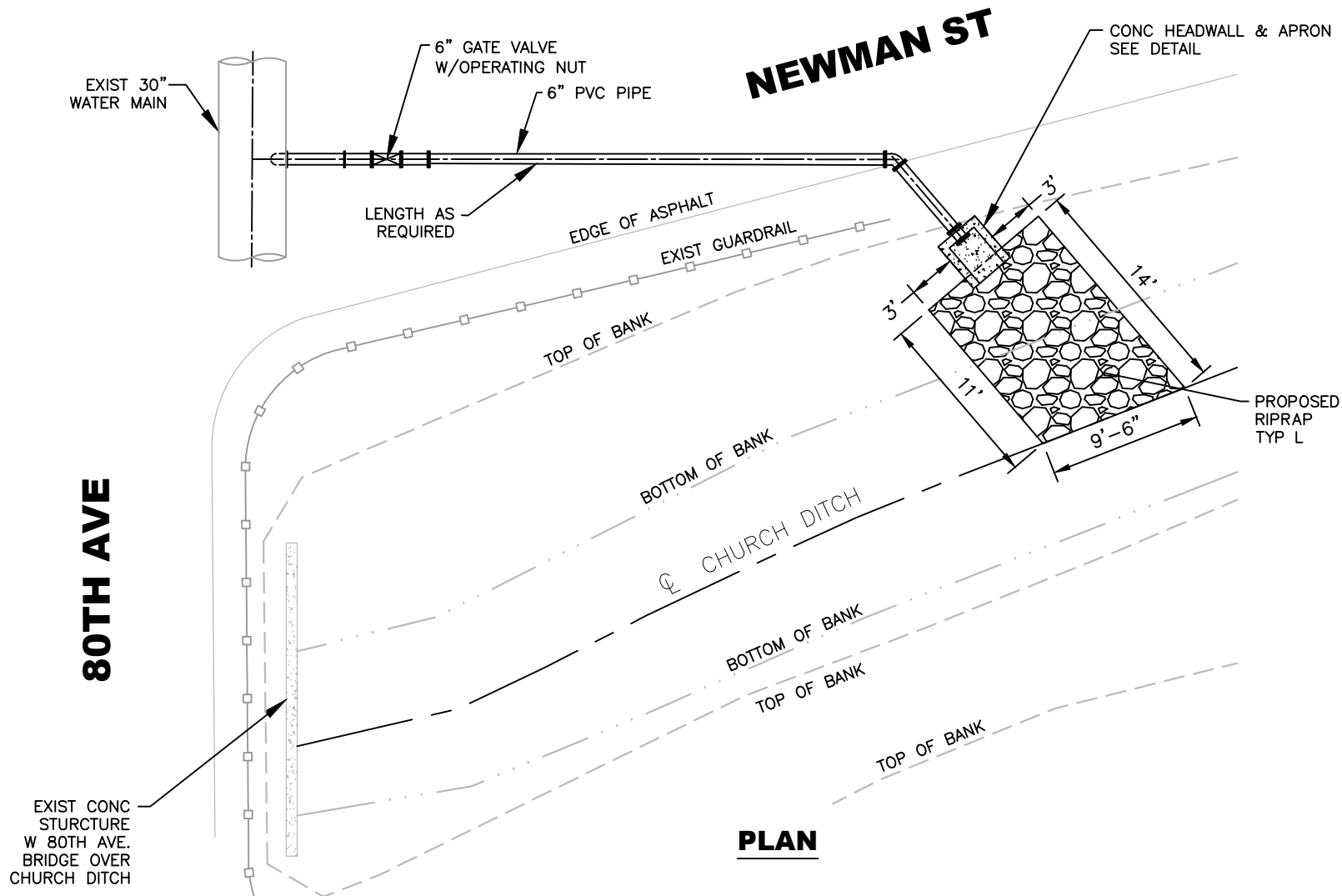
Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 23-WA-12
SIMMS TANK VAULT MODS
W 80TH AVE AT NEWMAN ST
WATERMAIN IMPROVEMENTS
PLAN AND PROFILE

ENGINEER
KB
CHECKED BY
KB
DESIGN BY
AS

SHT **21**



- NOTES:
1. DEPTHS ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD. ANY WATER DRAINED TO CHURCH DITCH SHALL BE DECHLORINATED.
 2. INVERT OF PIPE SHALL BE A MINIMUM OF 12" ABOVE THE HIGH WATER LEVEL OF CHURCH DITCH. TO BE COORDINATED BY THE CITY OF ARVADA.

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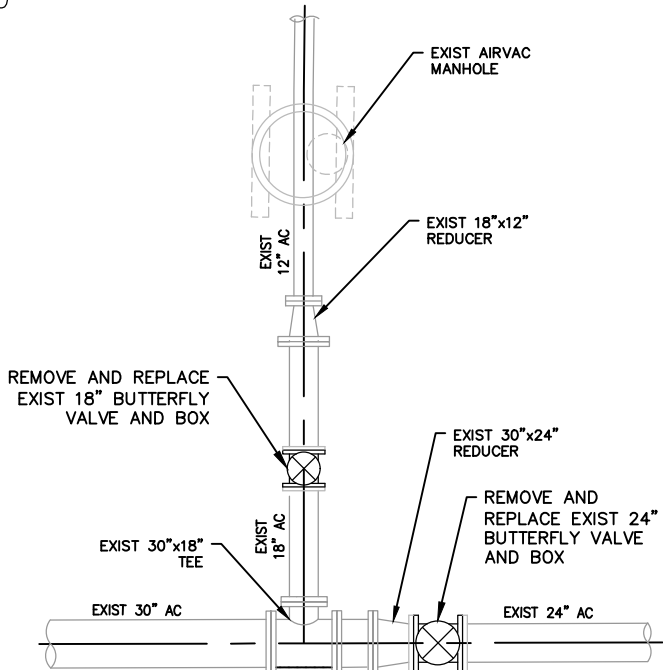
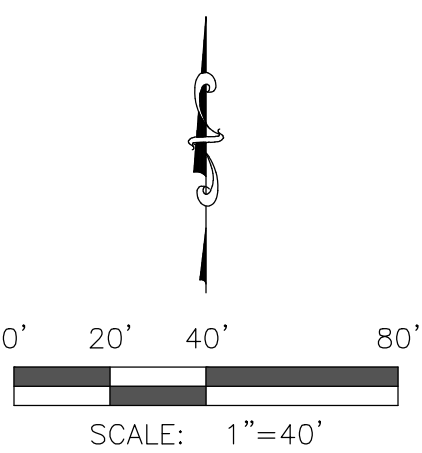
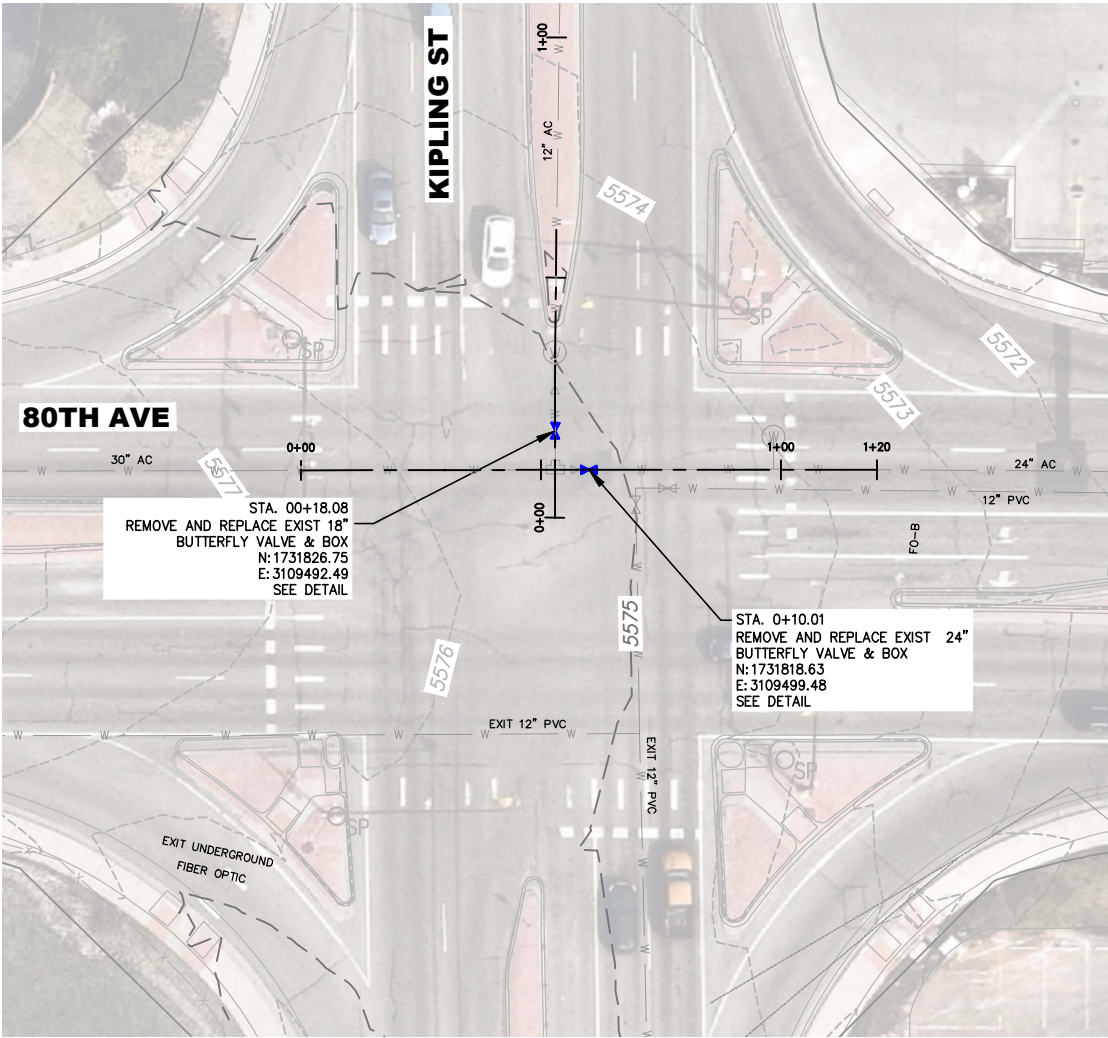


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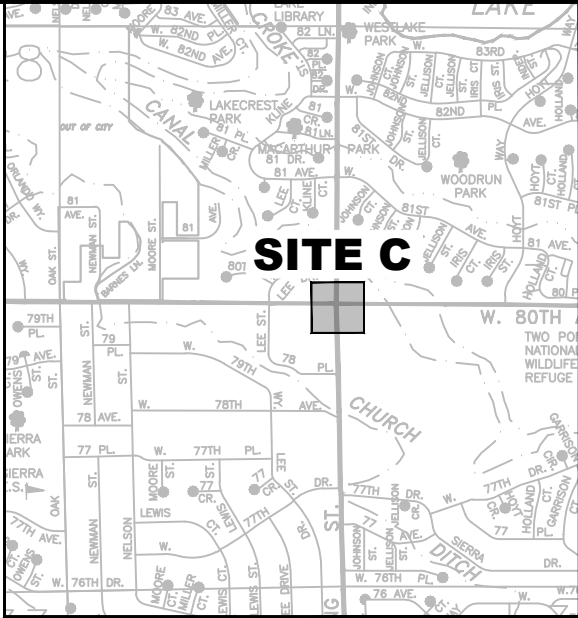
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W 80TH AVE AT NEWMAN ST
WATER MAIN IMPROVEMENTS
DRAIN ASSEMBLY AND DETAIL

ENGINEER
KB
CHECKED BY
MS
DESIGN BY
AS

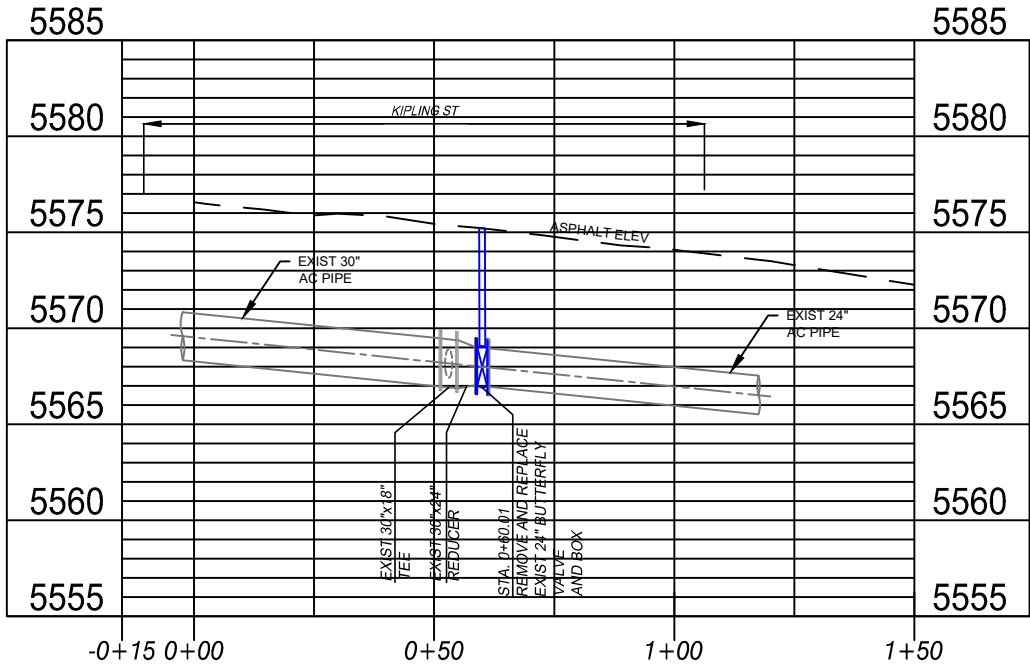
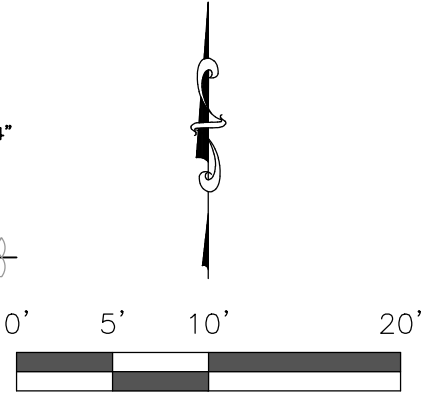
G:\PROJECTS\WATER\23WA12-Simms Tank Vault Mods\CAD\23WA12 - Water Line Improvements.dwg , Plot Date: 2/5/2025



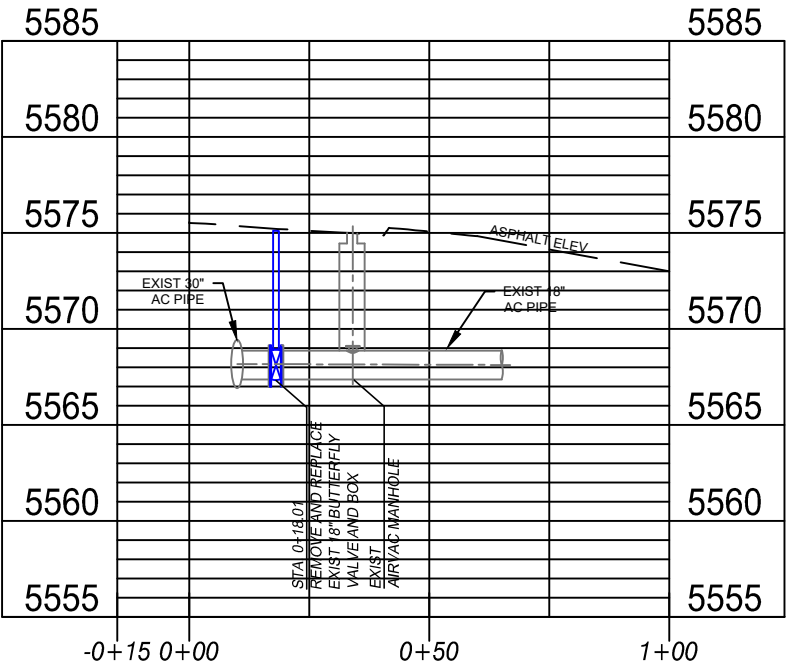
DETAIL
SCALE: 1"=10'



KEY MAP
SCALE: N.T.S.



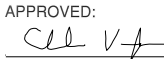
PROFILE: 80TH AVE AND KIPLING ST
HORIZ. SCALE: 1"=40'
VERT. SCALE: 1"=10'



PROFILE: KIPLING ST AND 80TH AVE
HORIZ. SCALE: 1"=40'
VERT. SCALE: 1"=10'

NOTE:

DEPTHS ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD.

APPROVED:  2/20/25 23WA12
City Engineer Date Job Number

Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these Documents shall remain with the Registered Professional Engineer sealing these plans. The City does not accept liability for facilities designed by others.

NO.	REVISION	DATE	BY
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3			
4			
5			

Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

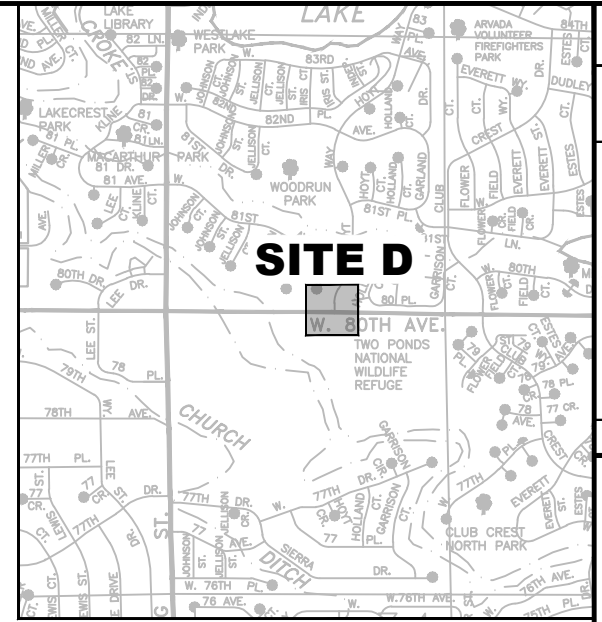
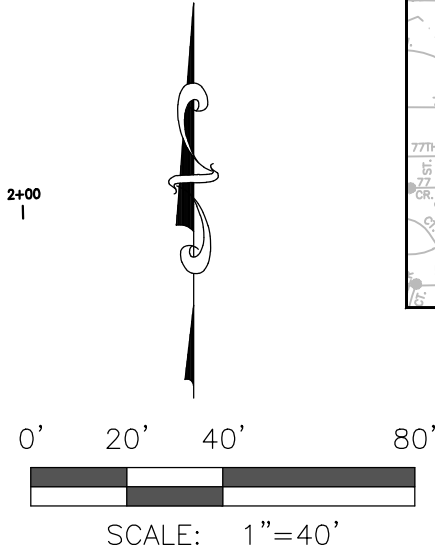
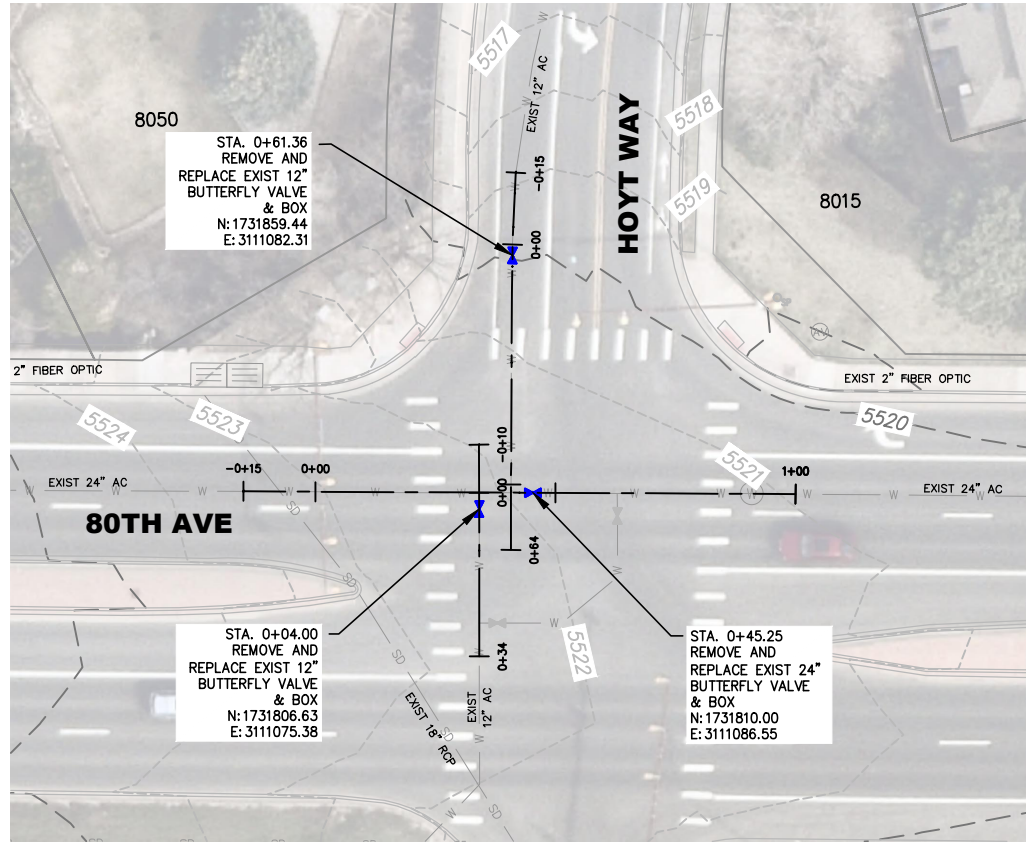
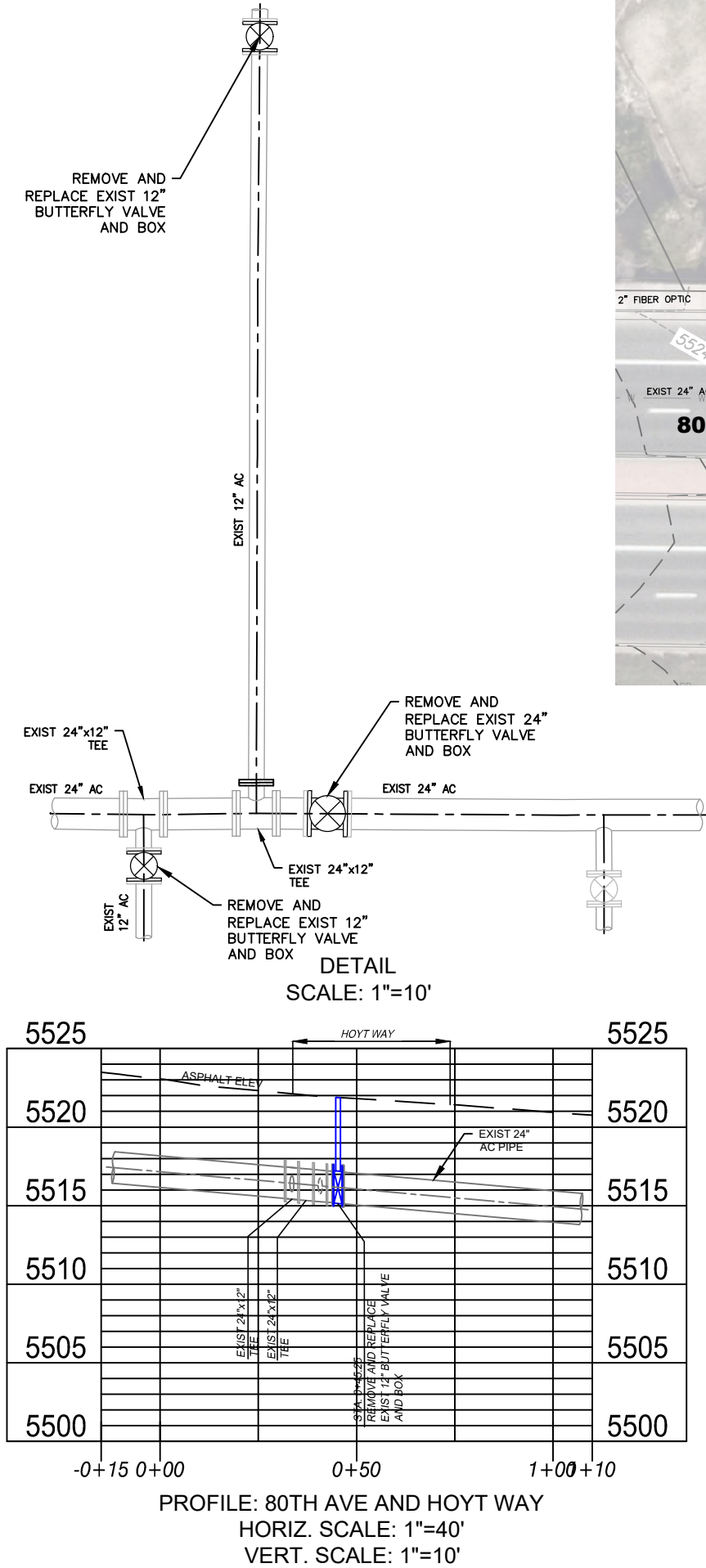
CITY OF
ARVADA

PROJECT NO. 23-WA-12
SIMMS TANK VAULT MODS
W 80TH AVE AT KIPLING ST
WATER MAIN IMPROVEMENTS
PLAN AND PROFILE

ENGINEER
KB
CHECKED BY
KB
DESIGN BY
AS

SHT **23**

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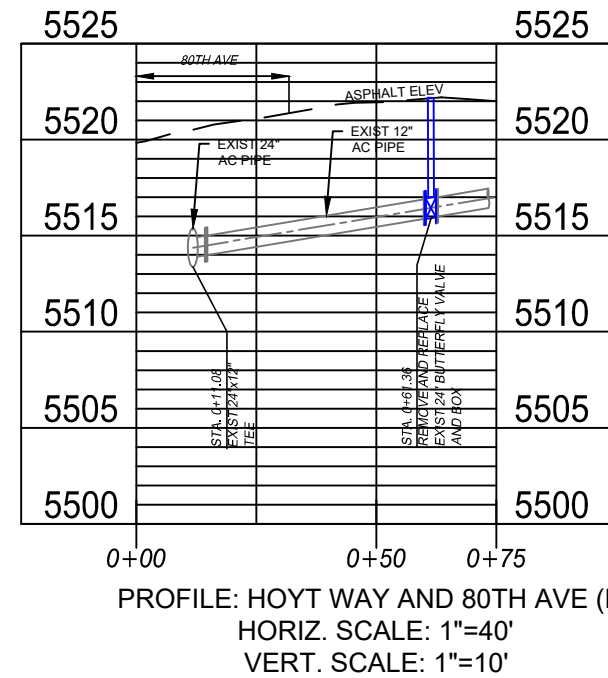
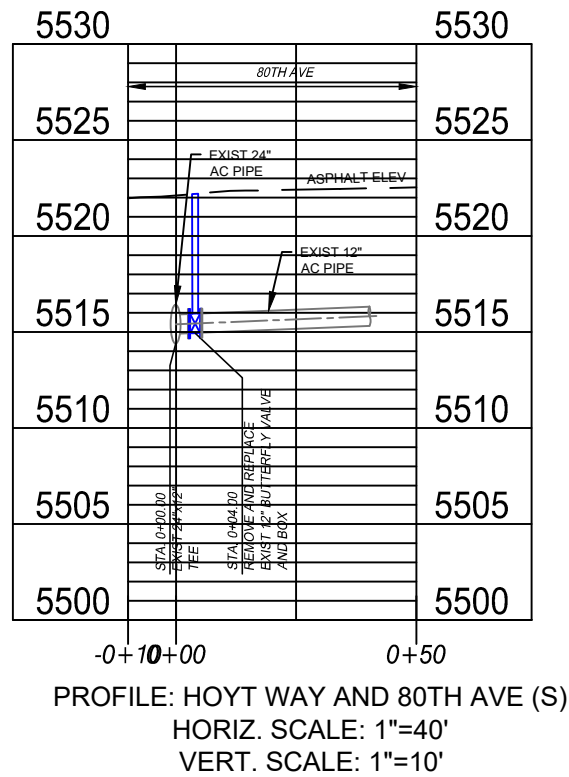


NO.	REVISION	DATE	BY
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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

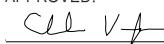


PROJECT NO. 23-WA-12
SIMMS TANK VAULTS MODS
W 80TH AVE AT HOYT WAY
WATER MAIN IMPROVEMENTS
PLAN AND PROFILE



NOTE:

DEPTHS ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD.

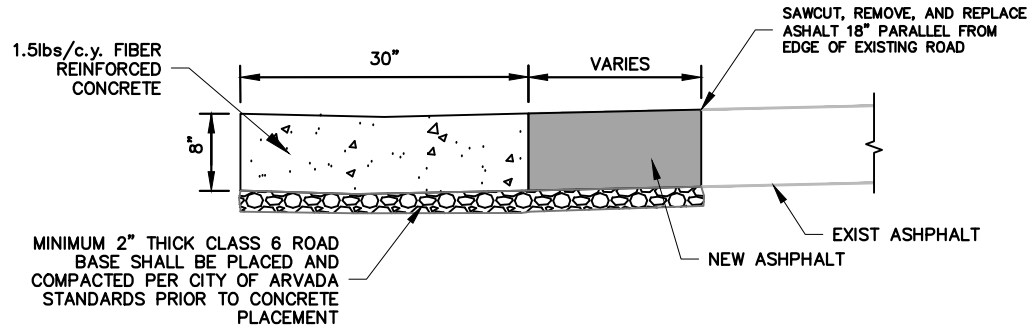
APPROVED:  2/20/25 23WA12
City Engineer Date Job Number

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ENGINEER
KB
CHECKED BY
KB
DESIGN BY
AS

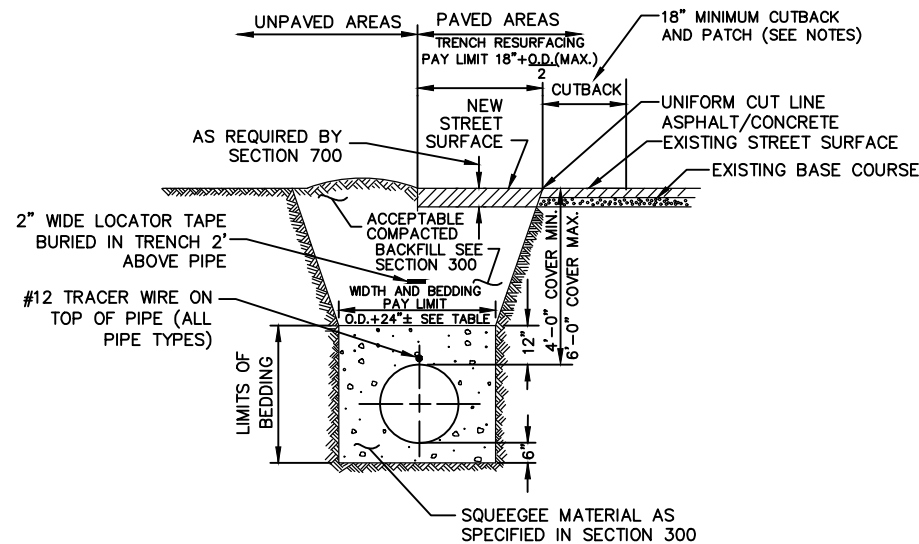
SHT **24**

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CONCRETE PAN TYPICAL SECTION (LOOKING NORTH)

(SIMMS TANK VAULT)
N.T.S.



TYPICAL TRENCH SECTION
SEE DETAIL 400-1 IN ENGINEERING
STANDARDS AND SPECIFICATIONS

NOTES:

1. PAVING SHALL COMPLY WITH SECTION 700.
2. TRENCH WALLS TO BE SUPPORTED AS REQUIRED BY O.S.H.A.
3. MINIMUM COVER OVER PIPE TO BE BELOW OFFICIAL STREET GRADE.
4. FOR ASPHALT PATCH DEPTH REFER TO THE REQUIREMENTS IN SECTION 700 OF THE STANDARDS AND SPECIFICATIONS.
5. CUTBACK AS REQUIRED BY PROJECT ENGINEER.

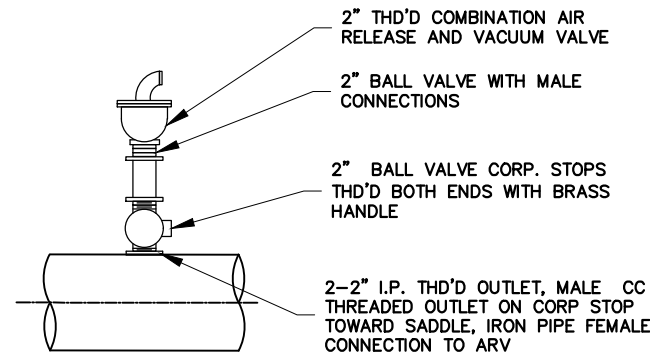
PROJECT SPECIFIC NOTE:

ALL ASPHALT JOINTS SHALL BE INFRARED
RADIATION TO ENSUE A SMOOTH JOINT IN
ASPHALT

PIPE DIAMETER	MINIMUM WIDTH	MAXIMUM WIDTH
4"	1'-4"	2'-4"
6"	1'-6"	2'-6"
8"	1'-8"	2'-8"
12"	2'-0"	3'-0"
16"	2'-4"	3'-4"
20"	2'-8"	3'-8"
24"	4'-0"	5'-0"

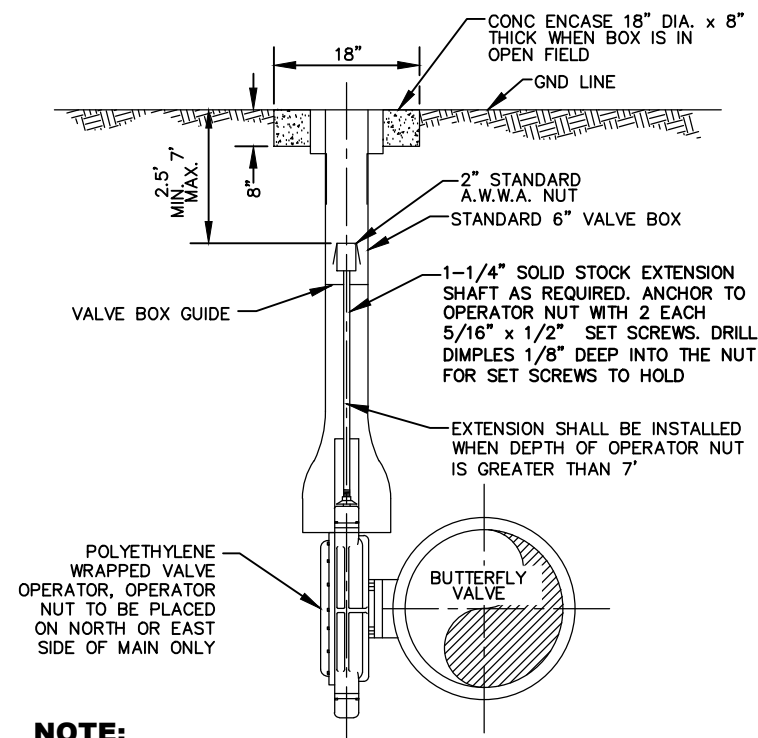
TYPICAL TRENCH SECTION PIPE PROTECTION WATER MAINS

(W 80TH AVE)
N.T.S.



2" AIR RELEASE AND VACUUM VALVE

(SIMMS TANK VAULT)
N.T.S.

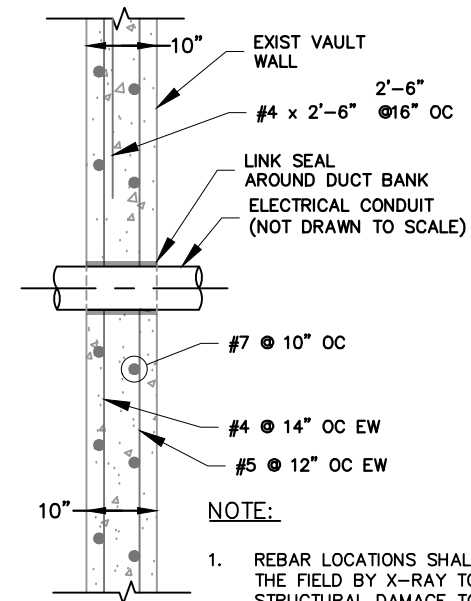


NOTE:

AVK SERIES 766, DOUBLE ECCENTRIC BUTTERFLY
VALVE OR EQUIVALENT.

TRANSMISSION MAIN BUTTERFLY VALVE INSTALLATION

(W 80TH AVE)
N.T.S.



NOTE:

1. REBAR LOCATIONS SHALL BE VERIFIED IN
THE FIELD BY X-RAY TO ENSURE NO
STRUCTURAL DAMAGE TO VAULT OCCURS
DURING ANY WALL PENETRATIONS.
2. LINK SEAL SHALL BE USED AROUND ALL
WALL PENETRATIONS TO PREVENT
ANYTHING FROM ENTERING THE VAULT.

VAULT/DUCT BANK ENTRANCE

(SIMMS TANK VAULT)
N.T.S.

APPROVED:

Cell V-f
City Engineer

2/20/25
Date

23WA12
Job Number

Review is for general compliance with the City of Arvada
"Engineering Code of Standards and Specifications for the
Design and Construction of Public Improvements", latest edition.
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Engineer sealing these plans. The City does not accept liability
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NO.	REVISION	DATE	BY
1			
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4			
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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640



PROJECT NO. 23-WA-12
SIMMS TANK VAULT MODS
W 80TH AVE WATER MAIN IMPROVEMENTS
DETAILS

ENGINEER
KB
CHECKED BY
KB
DESIGN BY
AS

25
SHT



Simms St

W 80th Ave

Electric to irrigation pump

7985
(Tank)

* Irrigation shall be located by the City Park's team prior to construction

CSB Addendum No 1 25-ENG-018

AN AGREEMENT BY AND BETWEEN THE CITY OF
ARVADA AND AMERICAN WEST CONSTRUCTION, LLC
FOR CONSTRUCTION SERVICES RELATING TO SIMMS
TANK VAULT AND 80TH VALVE REPLACEMENT,
PROJECT NO. 23-WA-12, IN AN AMOUNT NOT TO
EXCEED \$2,092,884.44



CITY OF ARVADA

PURCHASING DIVISION
FACSIMILE: 720-898-7098 ▲ TDD: 720-898-7869
PHONE: 720-898-7099

REQUEST FOR BIDS - ADDENDUM No. 1

BID #: 25-ENG-018

Title: Simms Tank Vault and 80th Valve Replacement

CSB Issued: 02/27/2025

Addendum #: 1

Today's Date: 03/14/2025

BIDS Due By: 03/26/2025 **2:00 PM** MDT (NO CHANGE)

Questions Deadline: 03/13/2025 **2:00 PM** MDT (NO CHANGE)

Solicitation and all related addenda and communications are available at WWW.BIDNETDIRECT.COM

The following clarifications are provided to be incorporated into the Request for BIDS
All other information shall remain unchanged.

1. **Pre-Bid Meeting Attendance Sheet**
2. **Pre-Bid Meeting Agenda**
3. **Questions and Answers**

PRE-BID MEETING ATTENDANCE SHEET

Bid # 25-ENG-018 Simms Tank Vault and 80th Valve Replacement

Meeting Date/Time: 3/6/2025

Facilitator: Kelli Bradley

Place: VIRTUAL

Representative Name	Company	Phone	E-Mail
Harmony Savoia	Ambridge Hospitality	307-760-8748	Harmony.savoi@aimbridge.co
Nate mast	Global Underground Corp	719-304-4611	Nmast@globalug.com
Kit Badger	Lillard & Clark Construction		kbadger@lillardclark.com
Patrick Costello	BT Construction	720-830-3027	Patrick.costello@btconstruction.com
Jay Conroy	Conroy Excavating	970-722-0123	Jay@conroyexcavating.com
John M Turner	CGRS		JTurner@cgrs.com
Levi Lowell	T. Lowell Construction	303-688-2330	levi@tlowellconstruction.com
Cary Neibauer	American West Construction	303-677-3848	cneibauer@trustawc.com
Alex Farr	Velocity Constructors	303-974-3870	afarr@velocityci.com
Samuel Jeffs	Native Sun Construction	719-413-4681	Samuel.jeffs@nscteam.com
Vamsi Patwari	Burns and MacDonald		vkpatwari@burnsmcd.com
Kelli Bradley	City of Arvada - Utility Engineer		
Doreen Mazza	City of Arvada - Procurement Specialist		720-898-7093



Pre-Bid Meeting Agenda

Simms Tank Vault – Pre Bid Meeting

CSB 25-ENG-018 Simms Tank Vault and 80th Valve Replacement

Date: March 6, 2025 – MANDATORY
Start Time: 11:30 AM MDT
Location: **Virtual Only:** Google Meet joining info
Video call link: <https://meet.google.com/smx-magn-gpn>
Or dial: (US) +1 515-318-5509 PIN: 976 506 557#

Attendance:

Name:	Organization	Title
Mary Stahl	Arvada	Utilities Engineering Manager
Kelli Bradley	Arvada	Utility Engineer
Doreen Mazza	Arvada	Procurement Specialist
Vamsi Patwari	Burns and MacDonald	Electrical Engineer

Contractors – Add your firm information in a chat box: firm name, contact name, email and phone number. Or, email this information to: dmazza@arvada.org.

1. Purchasing

- Questions – how to submit and get official answers
- RFP Details
- Proposal Submissions
- Other

2. Proposal Schedule

Questions Due	March 13, 2025 at 2:00 PM MDT
Final addendum issued	March 14, 2025
Proposals Due via BidNet	March 26, 2025 at 2:00 PM MDT
Estimated NTP	May 9, 2025

3. Project Background

- There is a leak by of approximately 150 gpm in all existing valves
- No way to drain Simms Tank

4. Project Scope

- 4 sites where there are valve replacement/installation
 - Existing Simms tank vault (just south of Simms and West 80th Ave)
 - Project plan called for removing the entire lid of the vault; however, if it can be done through the existing roof hatches that is preferred
 - Church Ditch Crossing and W 80th Ave
 - Initial conversations have started with Church Ditch.
 - Plan is subject to change (bid as shown in the drawing package)
 - Hoyt and W 80th Ave
 - Kipling and W 80th Ave
- Work will be required to be completed between November and April when system demand is lower and the Simms Tank can be taken offline.



Pre-Bid Meeting Agenda

- c. Gas pipeline over the existing vault has been requested to be relocated prior to our construction beginning.
- d. Upgrade to electrical within the Simms Tank Vault.

5. Questions

Questions & Answers - 1

Project 25-ENG-018 - Simms Tank Vault and 80th Valve Replacement
Buying Organization City of Arvada

No	Question/Answer	Question Date
Q1	Question: Geotech Report Is a geotech report available? If not, is groundwater expected? Answer: A geotech report is not available. Minimal groundwater is expected along W 80th Ave.	03/12/2025
Q2	Question: Staging Area Will the City be providing a staging area for the contractor and if so, where would this be located? Answer: The city will not be providing a staging area and shall be coordinated by the contractor.	03/12/2025
Q3	Question: City of Arvada - Standards & Specs Page 2 of 63 on the Drawings & Specs documents indicate that we are to reference the current City of Arvada Engineering Code of Standards & Specifications dated August 21, 2023. Upon going to the City or Arvada's website and downloading the current version, it is dated October 2, 2023. Please confirm that the current iteration dated October 2, 2023 is what we should be using. Answer: October 2, 2023 is the correct version of the City of Arvada Engineering Code of Standards and Specifications.	03/12/2025
Q4	Question: Type of Pipe in Vault Apologies if I'm missing this somewhere, but what type of pipe is to go into the vault? I'm assuming steel but not seeing anywhere in the plans or specs that mention this. Answer: Ductile Iron will be used in the vault.	03/12/2025
Q5	Question: Plan Sheet IE-100 Would you please upload a better version of sheet IE-100? I am not able to read the handwritten notes as they are too pixelated when I zoom in. Answer: Sheet 1E-100 is based on asbuilts of the original vault. A more clear image of the existing vaults is shown on sheet 7 of the drawing package.	03/12/2025
Q6	Question: Traffic Control What is the City's expectations regarding the two large intersections we will be working in (Hoytt Way & 80th and Kipling St & 80th). Will the contractor be able to close down one side of the road and direct both east bound and westbound traffic to the lanes on the opposite side of the construction work? Answer: The contractor shall submit traffic control plans to the city for final review and approval. The City is open to shifting both east and west traffic onto one side of the road. Since these locations are in intersections (Kipling St & 80th Ave being a major intersection) there would be expectations for the contractor to make their best effort to maintain traffic flow in all directions throughout the duration of construction. Additionally, there would be the expectation to address the needs that arise with the traffic signal which include possible temporary signals, signal head bagging and coordination with the city for timing changes.	03/12/2025

No	Question/Answer	Question Date
Q7	Question: Responsibility for Gas Main Is it the responsibility of the contractor to relocate the gas main? Answer: Xcel will relocate the gas line prior to project beginning.	03/14/2025
Q8	Question: Buy America Build America Are there any requirements for Buy America Build America? Answer: There are no BOBA requirements on this project.	03/14/2025
Q9	Question: Maximum number of Days Are there a maximum number of days contractor can be onsite? Answer: Not specifically, work must occur between November and April.	03/14/2025
Q10	Question: How will valve be tested How will the valves be tested where only the valve is to be replaced? Answer: A leak test of the valves will not be required at the sites where only a valve is being replaced.	03/14/2025
Q11	Question: Can Lid be pre-cast Can the lid be pre-cast on site? Answer: This is up to the contractor.	03/14/2025
Q12	Question: Error on Bid Document In the Special Provisions section of the bid documents, under measurement and payment, item 27, 41, 51, and 61 mentions a concrete headwall and apron. Should this item reference a headwall/apron? Answer: There was an error in the description of items 27, 41, 51 and 61 in the measurement and payment section and should not reference a concrete headwall or apron. This should read: Shall include all labor, materials, equipment, and incidentals required for construction (Lump Sum). This item is required due to the recent mill and overlay of Simms St and W 80th Ave.	03/14/2025

Contractor Submittal 25-ENG-018
Simms Tank Vault _ 80th Valve
Replacement

AN AGREEMENT BY AND BETWEEN THE CITY OF
ARVADA AND AMERICAN WEST CONSTRUCTION, LLC
FOR CONSTRUCTION SERVICES RELATING TO SIMMS
TANK VAULT AND 80TH VALVE REPLACEMENT,
PROJECT NO. 23-WA-12, IN AN AMOUNT NOT TO
EXCEED \$2,092,884.44

BID BOND

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

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Arvada, Colorado the accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the construction of City of Arvada Project No 23-WA-12 Project Title: Simms Tank Vault and 80th Valve Replacement

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

NOW THEREFORE,

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this 26th day of March, 2025 and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL

Name: American West Construction, LLC

Address: 275 E. 64th Avenue, Denver, CO 80221

By: 

Title: Brian Schrameyer, Member/Vice President

SURETY

Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

By: 

Title: Dulce R. Huggins, Attorney-in-Fact

Attorney-in-Fact:

(SEAL)

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



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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dulce R Huggins** of **GREELEY**

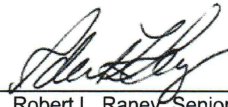
Colorado, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

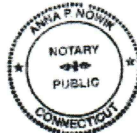
City of Hartford ss.

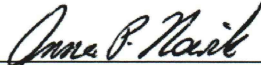
By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **30th** day of **June**, **2021**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

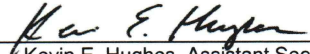
FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **March**

2025




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

BID PROPOSAL

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

FROM: American West Construction, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Colorado doing business as (a corporation), (a partnership), (an individual). (a limited liability company)

The Bidder, in compliance with your Advertisement for Bids, hereby proposes to perform all Work in strict accordance with the Contract Documents, for the construction of City of Arvada Project No. 24-WA-01 Project Title: Simms Tank Vault and 80th Valve Replacement within the time set forth therein, and at the prices stated on the included Bid Schedule as totaled herein. By submission of this Bid Proposal, each Bidder certifies, and in the case of a joint venture each party thereto certifies as to his/her own organization, that this Bid Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid Proposal with any other Bidder or with any competitor.

Bidder acknowledges receipt of **Addendum Nos.**

Initials: BS

Bidder states that their:

Major Material Suppliers are:

Core & Main

Material They Will Supply

Pipe

Major Subcontractors are:

Colorado Pavement Solutions
AVH Construction
Dyna Electric
Work Zone

Work They Will Perform

Asphalt
Concrete
Electrical
Traffic Control

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within **365** 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 July 24, 2024. 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 \$ 2,092,884.44

SUBMITTED BY:

Company Name: American West Construction, LLC

Contact Names: Brian Schrameyer, Member/Vice President

Address: 275 E. 64th Avenue, Denver, CO 80221

Phone: (303) 455-0838 Email(s): bschrameyer@trustawc.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: BS
Signature of Authorized Agent

03/26/25
Date

75-3056142
FEIN

Brian Schrameyer
Typed/Printed Name of Agent

Member/Vice President
Title of Agent

bschrameyer@trustawc.com
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.

CSB 25-ENG-018

Project Title: Simms Tank Vault and 80th Valve Replacement

Project No- 23-WA-12

Project Manager: Kelli Bradley



BASE BID SCHEDULE

Contractor: American West Construction, LLC

Address, City, Zip: 275 E. 64th Avenue, Denver, CO 80221

Telephone: (303) 455-0838

Bid Prepared By: Brian Schrameyer

Bid Items						
Item Number	Item Description	Measurement & Payment Reference	Estimated Quantity	Unit	Unit Cost	Bid Cost
General						
1	Mobilization, Demobilization, Permits, Fees, Licenses, Administration	1124.00	1	LS	\$ 120,000	\$ 120,000
2	Traffic and Pedestrian Control	1180.00	1	LS	\$ 145,000	\$ 145,000
3	Sediment and Erosion Control	1136.00	1	LS	\$ 9,500	\$ 9,500
4	Utility Locate Potholing		1	LS	\$ 14,000	\$ 14,000
5	Construction Survey		1	LS	\$ 12,000	\$ 12,000
6	Dewatering	1137.02	1	Day	\$ 11,000	\$ 11,000
7	Owner Controlled Minor Contract Revisions		ALLOW	ALLOW	\$ 190,000	\$ 190,000
Site A - Simms Tank Vault						
8	Connect to Existing 30" Waterline	1146.02	2	EACH	\$ 6,100	\$ 12,200
9	Connect to Existing 24" Waterline	1146.02	1	EACH	\$ 5,800	\$ 5,800
10	Vault Waterline and fittings, Restrained, Complete in Place	1144.00	1	LS	\$ 250,000	\$ 250,000
11	Flow Control, Special Fittings and Measure Devices or Systems	1142.00	1	LS	\$ 103,000	\$ 103,000
12	Chlorination and pressure test	1146.03	1	LS	\$ 9,100	\$ 9,100
13	Reset, Relocate, Reconnect Adjust (fence, bollards, radio tower, pedestal)	1141.00	1	LS	\$ 2,500	\$ 2,500
14	Furnish and Install Vent Fan (automatic operation) hard wired connection to light switch		1	LS	\$ 1,800	\$ 1,800
15	Remove and Replace 15-Inch RCP Drainage Pipe and flared end section (FES)	1134.00 & 1146.00	1	LS	\$ 6,100	\$ 6,100
16	Concrete Pan from FES to Edge of Vault		1	LS	\$ 4,900	\$ 4,900
17	Remove and Dispose of Existing Vault Lid (19' 8" x 25' 8" x 1')		1	LS	\$ 9,400	\$ 9,400
18	Pre-fab New Vault Lid - (19' 8" x 25' 8" x 1')		1	LS	\$ 31,000	\$ 31,000
19	Install New Lid - (19' 8" x 25' 8" x 1')		1	LS	\$ 1,000	\$ 1,000
20	Electric Upgrades		1	LS	\$ 348,000	\$ 348,000
21	Install New Electrical Duct from Vault to Tank Hatch		1	LS	\$ 144,000	\$ 144,000
22	Core duct bank to vault		1	LS	\$ 73,000	\$ 73,000
23	Landscaping & Restoration (Includes Sod, Seeding, Topsoil & Mulch)	1193.00 & 1194.00	39	SY	\$ 47	\$ 1,828
24	Irrigation System Restoration	1192.00	1	LS	\$ 7,400	\$ 7,400
25	Simms - 10.5" Full Depth - Remove and Replace	1137.01 & 1171.00	52	SY	\$ 230	\$ 11,883

Item Number	Item Description	Measurement & Payment Reference	Estimated Quantity	Unit	Unit Cost	Bid Cost
26	2" Mill and Overlay - 2' Outside of Full Depth Asphalt	1173.00	16	SY	\$ 560	\$ 9,022
27	Infrared Asphalt Joints		1	LS	\$ 2,500	\$ 2,500
28	Pavement Markings	1177.00	1	LS	\$ 4,300	\$ 4,300
Site B - W 80th Ave and Church Ditch (Newman St)						
29	Connect to Existing 30" Waterline	1146.02	3	EACH	\$ 19,000	\$ 57,000
30	30" Waterline and fittings, Restrained, Complete in Place	1146.00	1	LS	\$ 81,000	\$ 81,000
31	30" Flow Control, Special Fittings and Measure Devices or Systems	1142.00	1	LS	\$ 35,000	\$ 35,000
32	6" Waterline and Fittings, Restrained, Complete in Place	1146.00	1	LS	\$ 15,000	\$ 15,000
33	6" Flow Control, Special Fittings and Measure Devices or Systems	1142.00	1	LS	\$ 3,100	\$ 3,100
34	Concrete Headwall and Apron		1	LS	\$ 11,000	\$ 11,000
35	Rip Rap (Type L) and Bedding (6" CDOT Type II Bedding)		1	LS	\$ 2,600	\$ 2,600
36	Chlorination and Pressure Test	1146.03	1	LS	\$ 2,100	\$ 2,100
37	Remove and Dispose of AC pipe	1146.08	1	LS	\$ 54,000	\$ 54,000
38	Landscaping & Restoration (Includes Gravel Driveway, Sod, Seeding, Topsoil & Mulch)	1193.00 & 1194.00	89	SY	\$ 35	\$ 3,103
39	W 80th Ave - 10.5" Full Depth	1137.01 & 1171.00	78	SY	\$ 200	\$ 15,600
40	2" Mill and Overlay (2' outside of full depth asphalt)	1173.00	94	SY	\$ 100	\$ 9,378
41	Infrared Asphalt Joints		1	LS	\$ 3,100	\$ 3,100
42	Pavement Markings	1177.00	1	LS	\$ 5,800	\$ 5,800
Site C - Kipling and W 80th Ave						
43	Connect to Existing 24" Waterline	1146.02	2	EACH	\$ 14,000	\$ 28,000
44	Connect to Existing 12" Waterline	1146.02	2	EACH	\$ 15,000	\$ 30,000
45	24" Flow Control, Special Fittings and Measure Devices or Systems	1142.00	1	LS	\$ 18,000	\$ 18,000
46	18" Flow Control, Special Fittings and Measure Devices or Systems	1142.00	1	LS	\$ 13,000	\$ 13,000
47	Chlorination and Pressure Test	1146.03	1	LS	\$ 3,600	\$ 3,600
48	Remove and Dispose of AC pipe	1146.08	1	LS	\$ 10,000	\$ 10,000
49	W 80th Ave - 10.5" Full Depth	1137.01 & 1171.00	6	SY	\$ 970	\$ 5,820
50	2" Mill and Overlay (2' outside of full depth asphalt)	1173.00	13	SY	\$ 570	\$ 7,410
51	Infrared Asphalt Joints		1	LS	\$ 1,300	\$ 1,300
52	Pavement Markings	1177.00	1	LS	\$ 4,300	\$ 4,300
Site D - Hoyt and W 80th Ave						
53	Connect to Existing 24" Waterline	1146.02	2	EACH	\$ 14,000	\$ 28,000
54	Connect to Existing 12" Waterline	1146.02	4	EACH	\$ 6,200	\$ 24,800
55	24" Flow Control, Special Fittings and Measure Devices or Systems	1142.00	1	LS	\$ 18,000	\$ 18,000
56	12" Flow Control, Special Fittings and Measure Devices or Systems	1142.00	2	LS	\$ 9,900	\$ 19,800
57	Chlorination and Pressure Test	1146.03	1	LS	\$ 5,500	\$ 5,500
58	Remove and Dispose of AC pipe	1146.08	1	LS	\$ 13,000	\$ 13,000
59	W 80th Ave - 10.5 Full Depth	1137.01 & 1171.00	9	SY	\$ 740	\$ 6,660

Item Number	Item Description	Measurement & Payment Reference	Estimated Quantity	Unit	Unit Cost	Bid Cost
60	2" Mill and Overlay (2' outside of full depth asphalt)	1173.00	19	SY	\$ 390	\$ 7,280
61	Infrared Asphalt Joints		1	LS	\$ 1,900	\$ 1,900
62	Pavement Markings	1177.00	1	LS	\$ 8,500	\$ 8,500
TOTAL COST						\$ 2,092,884.44

This bid schedule is understood to be all inclusive of the work shown on the contract documents. Items that are not specifically indicated by an individual bid item are understood to be incidental and included in the lump sum cost of a related bid item.

American West Construction, LLC

Clearly Print Company Name



Signature

The City of Arvada assumes no liability for the accuracy of the formulas contained in this worksheet. It is the responsibility of the contractor to verify all formulas prior to submitting the bid to the City of Arvada.

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 Evidence of Qualifications as listed in Project Special Provisions
- ☒ Submit Project Approach, Schedule as listed in Project Special Provisions and warranties.
- ☒ Attach Contractor's Licensing, if applicable.
- ☒ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable.
- ☐ Variations: Checking this box indicates that the contractor has variations to this solicitation. Identify all variations and exceptions to this CSB on a separate sheet/s of paper. If variations are not stated in the contractor's Offer, it shall be agreed that the contractor's Offer fully complies with all conditions identified in this Solicitation. For each variation listed, reference the applicable section of the solicitation document, the page number, and the variance. Submittal of a vendor contract is considered excessive in variations and may be cause for determining that the Bid is non-responsive and ineligible for award.

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: _____

REFERENCES

- **David Skuodas**
Mile High Flood District
12575 W. Bayaud Ave.
Lakewood, CO 80228
dskuodas@mhfd.org
(303) 749-5415
- **Dennis Laurita**
City of Thornton
9500 Civic Center Drive
Thornton, CO 80229
dennis.laurita@thorntonco.gov
(303) 912-9648
- **Nicole Harwell**
Southeast Metro Stormwater Authority
7437 S. Fairplay Street
Centennial, CO 80112
nharwell@semswa.org
(303) 858-8844
- **Kent Kisselman**
City of Wheat Ridge
7500 W. 29th Avenue
Wheatridge, CO 80033
kkisselman@ci.wheatridge.co.us
(720) 737-5802

QUALIFICATIONS STATEMENT

Simms Tank Vault and 80th Valve Replacement (23-WA-12)

With over 22 years of experience in waterline installation and rehabilitation, American West Construction, LLC (AWC) has built a reputation as a trusted and skilled contractor serving clients across the Front Range. Our team of 30 office personnel and 70 skilled field professionals enables us to self-perform approximately 75% of the work on every project, ensuring efficiency and quality control. AWC has successfully completed numerous projects involving the installation and rehabilitation of large-diameter waterlines and water vaults, matching the scale and complexity of your project. With approximately 70% of our contracts serving local, regional, state, and federal agencies and the remaining 30% with private developers, AWC brings the versatility, expertise, and commitment needed to deliver reliable and high-quality water infrastructure solutions.

	Large Diameter (>24")	Water Vault Rehabilitation
Conduit Valve Replacements	✓	✓
120th Avenue Improvements	✓	
Aurora Water Vault Rehabilitation		✓
Vidler Tunnel Pipeline	✓	
Ralston Dam Upstream Control		✓
Longmont Emergency Interconnects Phase 2		✓
Burlington Canal Diversion Improvements	✓	✓
Longmont Emergency Potable Water Interconnections		✓
Fulton Ditch Turnout Extension		✓
Raw Water Main Replacement	✓	

The following pages feature a small selection of past projects with similar construction scopes, locations, along with client contact information. We encourage you to reach out to them for feedback and testimonials. Additional projects, references, or experience information can be provided as requested.

CONDUIT VALVE REPLACEMENTS



Project Description

The project's primary purpose was to replace four damaged butterfly valves at four distinct locations, updating them to meet current specifications. The scope of work included the demolition of three vaults and their associated piping, valves, and appurtenances, followed by the installation of new piping, manholes, valves, cathodic protection, and appurtenances. At the fourth location, the team demolished existing pipe and appurtenances and installed new piping, a valve, cathodic protection, and additional appurtenances.

Specific challenges and processes at each site included:

Site 1: Excavation, shoring, utility potholing, and utility support under a bridge, approximately 20 feet above the work zone.

Site 2: Excavation, shoring, utility potholing, concrete curb and gutter removal and replacement, paving, and traffic management at a busy intersection.

Site 3: Excavation, utility potholing, working within and around an existing vault, paving, and implementing a full lane closure on a busy residential street.

Site 4: Similar activities as Site 2 but extended to a residential street area.

Value engineering was a significant aspect of this project, achieving cost savings through strategic decisions:

- Utilizing shoring to stabilize the ground around a power pole, which resulted in subcontract savings of between \$5,000 and \$10,000.
- Collaborating with the client to streamline installation processes, saving approximately \$10,000 to \$30,000 in labor costs.

Contract Details

Location: Denver, CO

Client Contact:
City and County of Denver
Dan Babyak
303.947.5587
Daniel.Babyak@denverwater.org

Original Contract: \$1,684,000
Final Cost: \$1,842,576

Project Manager: Alex Gustafson
Superintendent: Kael Blair





VIDLER COLLECTION SYSTEM PIPELINE REPLACEMENT



Project Description

AWC was awarded the contract for Schedule A of the project, encompassing a diverse array of tasks. This included the removal of 775 linear feet of 36-inch DIP, 370 linear feet of 30-inch DIP, and 20 linear feet of 24-inch DIP. Subsequently, we replaced these segments with a combination of buried and exposed pipes, ensuring functionality and integrity with the necessary fittings.

In addition to the pipe replacement, AWC undertook the replacement of the concrete structure and slide gate at collection point B, enhancing the overall infrastructure. Environmental considerations played a significant role in our approach, with stringent measures in place for wetlands protection. Moreover, we managed the removal and relocation of willow vegetation, aligning with both regulatory standards and project specifications. AWC's commitment to environmental stewardship and quality execution was paramount throughout the entirety of Schedule A.

Contract Details

Location: Top of Peru Creek Rd.
(North of Montezuma, CO)

Client Contact:
Will Stambaugh
City of Golden
303-591-7653

Original Contract: \$425,345
Final Cost: \$432,845

Project Manager: Josh Luebbert
Superintendent: Joe Weinstien





BURLINGTON CANAL DIVERSION IMPROVEMENTS



Project Description

This City of Thornton project was awarded to AWC for the reconstruction of two pipes that feed Tahni Reservoir and to add magnetic flow meters to the two sections of pipe for more accurate readings on the volume of water fed to the reservoir.

This work included the demolition of 2 sections of pipe that feed the Tahni Reservoir in Thornton. AWC removed 2-100' sections of pipe (42" & 48") and replaced them with 36" diameter pipes. Magnetic flow meters were installed along the new sections of pipe.

AWC constructed a vault to enclose the flow meters and all associated components (knife gates, grounded stainless steel spool pieces, dismantling joints, etc.)

Contract Details

Location: Thornton, CO

Client Contact:
City of Thornton
Stacy Roberts
720-977-6252

Original Contract: \$1,728,100
Final Cost: \$1,883,625

Project Manager: Josh Luebbert
Superintendent: Dan Smith



RESUMES

The following pages provide resumes of our project team members, who have extensive experience and expertise in the field of construction. These resumes include contact information from their previous clients, and we encourage you to reach out to them for feedback and testimonials.



JOSHUA LUEBBERT

Operations Manager

Professional Summary

Mr. Luebbert has worked his way up from a laborer through multiple roles in construction to a skilled operations manager. Prior to joining American West Construction, LLC (AWC) in 2017, Mr. Luebbert successfully managed multi-million-dollar projects throughout Alaska and Western Canada for an Alaska based construction company.

He started his career in construction as a laborer, working his way up to lead operator/foreman on aggregate screening and crushing, ore haulage, backfilling and compacting, concrete pours, ice road construction, mine site reclamation, SWPPP, earth dam, HDPE pipe and liner projects. As a project manager, Mr. Luebbert came to AWC with a proven track record of managing complex projects and now serves as an operations manager. His experiences from working his way up through multiple roles and managing large scale projects provides him with an in depth understanding of managing teams, project schedules, and budgets.

Recent Project Highlights:

\$5.4 Million - Ralston Dam Upstream Control Renovation
Client: Denver Water, Golden, CO

\$1.8 Million - Fulton Ditch Turnout Extension
Client: City of Thornton, CO

\$1.7 Million - Burlington Canal Diversion Improvements
Client: City of Thornton, CO

\$6 Million - Upper Cabin Creek Parapet Wall Raise
Client: Xcel Energy

\$4.1 Million - Green Gables Townhomes
Client: Lennar, Lakewood, CO

\$1.1 Million - Trout Lake Siphon Repairs
Client: Xcel Energy, San Miguel County, CO

\$5.7 Million - West Cooley Reservoir
Client: City of Thornton, Thornton, CO

\$702,608 - Repair of Embankment at State Highway 14
Client: CDOT, Bellevue, CO



Experience

- American West Construction (2017-Present)
- Alaska Interstate Construction (2005-2016)

Licensing & Certifications

- OSHA 10 Hour
- First Aid

References

- Randy Johnson
Construction Project Manager
CDOT Region 2
719-499-4267
- Rob Lopez
Operations Manager, Hydro West
Xcel Energy
970-247-8363





ALEX D. GUSTAFSON

Project Manager

Professional Summary

Mr. Gustafson is a highly accomplished Project Manager at American West Construction, LLC, where he brings a wealth of experience in leadership, strategic planning, and operational management. His expertise allows him to oversee complex projects with precision and efficiency, ensuring excellence in execution. As a Combat Engineer in the United States Marine Corps from 2009 to 2014, he developed a proven track record of training and directing over 14,000 personnel in high-pressure environments.

His responsibilities also extended to intelligence collection and strategic collaborations, where he established a productive working relationship with the Marine Corps Center for Lessons Learned (MCCLL) and the Joint Expeditionary Team (JET). These roles required a high degree of analytical skills, adaptability, and the ability to work effectively under pressure, qualities that he has seamlessly transferred to his current role in the construction industry.

Mr. Gustafson's dedication, adaptability, and ability to lead teams effectively make him an invaluable asset to any project.

Recent Project Experience:

\$1.8 Million - Conduit Valve Replacements
Client: Denver Water

\$1.5 Million - Sanitary Manhole Repair on 19th Avenue and Florence St.
Client: City of Aurora

\$1 Million - Thornton Treatment Plant Abandonment
Client: City of Thornton

\$1 Million - Lift Station A - Force & Gravity Main Replacement
Client: Meridian Metropolitan District

Current Projects:

- Zone 5 to Zone 4 PRV Vault - City of Aurora
- 2024 PRV Vault Improvements - City of Aurora



Experience

- American West Construction (July 2023-Present)
- Layne Granite Company (2021-2023)
- Phillips & Jordan (2021)
- Webster Electric (2017)
- United States Marine Corps (2009-2014)

Education

- University of Colorado
BS Mechanical Engineering (2021)
- Northwest Connecticut Community College
AS Engineering Sciences (2018)
AS Liberal Arts and Science (2016)

Organizations/Societies

- Phi Beta Kappa Honor Society

Licensing & Certifications

- OSHA 10 Hour Certification
- OSHA 30 Hour Certification
- OSHA-Hazmat Awareness
- MSHA 48NM Certified
- First Aid/ CPR

References

- Denver Water
Daniel Babyak
Daniel.Babyak@denverwater.org
303-628-6778
- City of Aurora
Catherine Schumacher
cschumac@auroragov.org
303-210-4947



DANIEL GOSNELL

Project Superintendent

Professional Summary

Mr. Gosnell is a seasoned professional with over twenty years of experience in specialized pipeline and underground infrastructure construction, including several years in supervisory roles. His expertise includes heavy equipment operation and a strong foundation in geologic mapping and baseline reporting, drawing on his academic background in geology.

Mr. Gosnell is proficient in Spanish communication, which enhances his ability to work effectively in diverse environments. He is a member of the Denver International Petroleum Society and the American Association of Petroleum Geologists (AAPG).

Related Project Experience:

- Cottonwood Waterline Extension, Cottonwood Water & Sanitation District
- 60" Gun Club Road Pipeline, Aurora Water
- 114" CIPP Rehab, Metro Wastewater PAR 1363
- Terry Ranch Pipeline Project, Greeley Water
- Cherry Creek Interceptor, Parker Water and Sanitation
- Conduit 16, Denver Water
- Accelerated Lead Service Line Replacement, Denver Water
- Eastern Region Pipeline Project, Dominion Water District
- Water Reclamation Centralization Project, Parker Water and Sanitation

Current Projects:

- Zone 5 to Zone 4 PRV Vault
- Aurora ARV, PRV, and Large Valve Replacement
- 2024 PRV Vault Improvements



Experience

- American West Construction (2023-Present)
- Reynolds Construction LLC (2016-2023)
- E-Z Excavating (2001-2016)
- Hall-Irwin, Inc (2000-2001)
- Terracon, Inc (1998-2000)

Education

- University of Northern Colorado
BS, Geology (1998)

Licensing & Certifications

- Offshore Safety Certification
- Concrete Tester
- Nuclear Density/Moisture Gauge
- Excavation Competent Person
- Confined Space Entry
- First Aid/CPR Trained
- OSHA 30
- OSHA 10
- DOT Medical Examiner Certificate

References

- Randy Duffy
Denver Water
303-710-8121
- Jarrod Bailey
Parker Water & Sanitation District
303-434-7833

PROJECT APPROACH

American West Construction, LLC (AWC) is fully committed to executing the project in strict compliance with the project plans and specifications. The process will begin with setting up traffic control at the intersection of W. 80th Ave. and Church Ditch. AWC's crews will then remove and replace the existing 30" water line, along with all associated appurtenances. A subcontractor will be on-site to install the headwall and apron, while AWC crews will finish the work by installing the 6" water line. Once these tasks are completed, asphalt will be placed, followed by site restoration.

Afterward, AWC crews will move to the Simms Tank location, where they will start by removing the existing piping inside the vault, in addition to performing site-wide removals. They will then install new pipe material within the existing vault and place a new lid once the installation is finished. Electrical work will follow and be completed before site restoration and asphalt repairs are carried out.

Next, AWC will move to the third site at Hoyt and W. 80th Ave., where traffic control will again be set up to ensure the safety of the crews. At this location, AWC will remove and replace the existing 12" and 24" valves. Once the valve replacements are finished, asphalt paving will be completed, and site restoration will follow.

Finally, AWC will proceed to the last site at Kipling and W. 80th Ave., where they will carry out the same process as at the Hoyt and W. 80th Ave. site, including setting up traffic control, removing and replacing the valves, and completing asphalt paving and site restoration.

This structured approach ensures that AWC efficiently and safely executes the necessary work while maintaining thorough site restoration at the end of each phase.

03/17/2025

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		Notice to Proceed	1 day	9/15/2025	9/15/2025		
2		Material Procurement	30 days	9/16/2025	10/27/2025	1	
3		W. 80th Ave. Church Ditch	12 days	11/3/2025	11/18/2025		
4		Traffic Control	12 days	11/3/2025	11/18/2025	2FS+4 days	
5		Mobilization	1 day	11/4/2025	11/4/2025	4SS+1 day	
6		Remove & Replace 30" Waterline & Appurtenances	7 days	11/5/2025	11/13/2025	5	
7		Install 6" Water Line	2 days	11/14/2025	11/17/2025	6	
8		Install Concrete Headwall	7 days	11/6/2025	11/14/2025	5SS+2 days	
9		Asphalt & Site Restoration	1 day	11/18/2025	11/18/2025	7	
10		Simms Tank	31 days	11/19/2025	12/31/2025		
11		Traffic Control	22 days	11/19/2025	12/18/2025	9	
12		Mobilization	1 day	11/20/2025	11/20/2025	11SS+1 day	
13		Site & Vault Removals	6 days	11/21/2025	11/28/2025	12	
14		Install New Vault Materials	8 days	12/1/2025	12/10/2025	13	
15		Install New Lid	10 days	12/11/2025	12/24/2025	14	
16		Electrical Upgrades	3 days	12/25/2025	12/29/2025	15	
17		Concrete Pan	2 days	12/11/2025	12/12/2025	14	
18		Asphalt & Site Restoration	2 days	12/30/2025	12/31/2025	16	
19		Hoyt and W. 80th Ave.	7 days	1/1/2026	1/9/2026		
20		Traffic Control	7 days	1/1/2026	1/9/2026	18	
21		Mobilization	1 day	1/2/2026	1/2/2026	20SS+1 day	
22		Remove & Replace Valves	5 days	1/2/2026	1/8/2026	20SS+1 day	
23		Asphalt & Site Restoration	1 day	1/9/2026	1/9/2026	22	
24		Kipling and W. 80th Ave.	8 days	1/12/2026	1/21/2026		
25		Traffic Control	7 days	1/12/2026	1/20/2026	23	
26		Mobilization	1 day	1/13/2026	1/13/2026	25SS+1 day	
27		Remove & Replace Valves	5 days	1/14/2026	1/20/2026	26SS+1 day	
28		Asphalt & Site Restoration	1 day	1/21/2026	1/21/2026	27	

Task		Summary
Split		Project Summary
Milestone		External Tasks

MUNICIPAL CONTRACTOR'S LICENSE

CONTRACTOR RIGHT OF WAY

AEC867

CONTRACTOR INFORMATION

AMERICAN WEST CONSTRUCTION LLC
275 E. 64TH AVE
DENVER CO 80221

LICENSE INFORMATION

Expiration: 4/24/2025

License Grades: MUNICIPAL GENERAL CONTRACTOR,

Authorized Signers: Paul Snyder

Fee	Paid Amount	Paid Date
\$220.00	\$220.00	4/23/2024



Jenny Wolfschlag, P.E.
City Engineering

Contractor's Responsibilities:

***Notes Regarding Permits:

License and Permit: Municipal General Contractor License holder is the sole responsible party accountable for the work performed by subcontractors and is responsible for compliance with all city codes, specifications, and approved construction drawings.

Permitee: The municipal General Contractor is responsible for applying for and managing the permit. Subcontractors will perform their portion of the larger project under the supervision of the Municipal General Contractor and will no longer be required to obtain a separate city license or permit.

Work without a permit: Anyone working within City of Arvada R.O.W. without a valid permit shall be assessed a surcharge equal to twice the value of the required permit or \$250.00, whichever is larger.

Inspections: Inspections must be scheduled through arvadapermits.org by 7am on the day of inspection.

Trench Backfill: Trenches less than 50 feet in length shall be backfilled with a flowable fill material. Trenches longer than 50 feet shall be backfilled with a select material approved by the City prior to placement of backfill.

Traffic Control: A copy of the permit and the approved traffic control plan shall be on the project site at all times that work is being performed.

New Streets: If the street, or last maintenance of the street, is less than 3 years old, the contractor must have approval through the Public Works Director to cut the street in accordance with Arvada Code 78-308. If the street, or last maintenance of the street is between 4 and 5 years old, the required restoration work must be completed within 7 days in accordance with Arvada Code 78-307.

Failure to Comply: Failure to comply may result in a Stop Work Order, suspension/revocation of permit, or of license.

**Contractor Submittal Bid Schedule
25-ENG-018 Simms Tank Vault _ 80th
Valve Replacement**

AN AGREEMENT BY AND BETWEEN THE CITY OF
ARVADA AND AMERICAN WEST CONSTRUCTION, LLC
FOR CONSTRUCTION SERVICES RELATING TO SIMMS
TANK VAULT AND 80TH VALVE REPLACEMENT,
PROJECT NO. 23-WA-12, IN AN AMOUNT NOT TO
EXCEED \$2,092,884.44

CSB 25-ENG-018**Project Title: Simms Tank Vault and 80th Valve Replacement****Project No- 23-WA-12****Project Manager: Kelli Bradley****BASE BID SCHEDULE****Contractor:** American West Construction, LLC**Address, City, Zip:** 275 E. 64th Avenue, Denver, CO 80221**Telephone:** (303) 455-0838**Bid Prepared By:** Brian Schrameyer

Bid Items						
Item Number	Item Description	Measurement & Payment Reference	Estimated Quantity	Unit	Unit Cost	Bid Cost
General						
1	Mobilization, Demobilization, Permits, Fees, Licenses, Administration	1124.00	1	LS	\$ 120,000	\$ 120,000
2	Traffic and Pedestrian Control	1180.00	1	LS	\$ 145,000	\$ 145,000
3	Sediment and Erosion Control	1136.00	1	LS	\$ 9,500	\$ 9,500
4	Utility Locate Potholing		1	LS	\$ 14,000	\$ 14,000
5	Construction Survey		1	LS	\$ 12,000	\$ 12,000
6	Dewatering	1137.02	1	Day	\$ 11,000	\$ 11,000
7	Owner Controlled Minor Contract Revisions		ALLOW	ALLOW	\$ 190,000	\$ 190,000
Site A - Simms Tank Vault						
8	Connect to Existing 30" Waterline	1146.02	2	EACH	\$ 6,100	\$ 12,200
9	Connect to Existing 24" Waterline	1146.02	1	EACH	\$ 5,800	\$ 5,800
10	Vault Waterline and fittings, Restrained, Complete in Place	1144.00	1	LS	\$ 250,000	\$ 250,000
11	Flow Control, Special Fittings and Measure Devices or Systems	1142.00	1	LS	\$ 103,000	\$ 103,000
12	Chlorination and pressure test	1146.03	1	LS	\$ 9,100	\$ 9,100
13	Reset, Relocate, Reconnect Adjust (fence, bollards, radio tower, pedestal)	1141.00	1	LS	\$ 2,500	\$ 2,500
14	Furnish and Install Vent Fan (automatic operation) hard wired connection to light switch		1	LS	\$ 1,800	\$ 1,800
15	Remove and Replace 15-Inch RCP Drainage Pipe and flared end section (FES)	1134.00 & 1146.00	1	LS	\$ 6,100	\$ 6,100
16	Concrete Pan from FES to Edge of Vault		1	LS	\$ 4,900	\$ 4,900
17	Remove and Dispose of Existing Vault Lid (19' 8" x 25' 8" x 1')		1	LS	\$ 9,400	\$ 9,400
18	Pre-fab New Vault Lid - (19' 8" x 25' 8" x 1')		1	LS	\$ 31,000	\$ 31,000
19	Install New Lid - (19' 8" x 25' 8" x 1')		1	LS	\$ 1,000	\$ 1,000
20	Electric Upgrades		1	LS	\$ 348,000	\$ 348,000
21	Install New Electrical Duct from Vault to Tank Hatch		1	LS	\$ 144,000	\$ 144,000
22	Core duct bank to vault		1	LS	\$ 73,000	\$ 73,000
23	Landscaping & Restoration (Includes Sod, Seeding, Topsoil & Mulch)	1193.00 & 1194.00	39	SY	\$ 47	\$ 1,828
24	Irrigation System Restoration	1192.00	1	LS	\$ 7,400	\$ 7,400
25	Simms - 10.5" Full Depth - Remove and Replace	1137.01 & 1171.00	52	SY	\$ 230	\$ 11,883
26	2" Mill and Overlay - 2' Outside of Full Depth Asphalt	1173.00	16	SY	\$ 560	\$ 9,022

Item Number	Item Description	Measurement & Payment Reference	Estimated Quantity	Unit	Unit Cost	Bid Cost
27	Infrared Asphalt Joints		1	LS	\$ 2,500	\$ 2,500
28	Pavement Markings	1177.00	1	LS	\$ 4,300	\$ 4,300
Site B - W 80th Ave and Church Ditch (Newman St)						
29	Connect to Existing 30" Waterline	1146.02	3	EACH	\$ 19,000	\$ 57,000
30	30" Waterline and fittings, Restrained, Complete in Place	1146.00	1	LS	\$ 81,000	\$ 81,000
31	30" Flow Control, Special Fittings and Measure Devices or Systems	1142.00	1	LS	\$ 35,000	\$ 35,000
32	6" Waterline and Fittings, Restrained, Complete in Place	1146.00	1	LS	\$ 15,000	\$ 15,000
33	6" Flow Control, Special Fittings and Measure Devices or Systems	1142.00	1	LS	\$ 3,100	\$ 3,100
34	Concrete Headwall and Apron		1	LS	\$ 11,000	\$ 11,000
35	Rip Rap (Type L) and Bedding (6" CDOT Type II Bedding)		1	LS	\$ 2,600	\$ 2,600
36	Chlorination and Pressure Test	1146.03	1	LS	\$ 2,100	\$ 2,100
37	Remove and Dispose of AC pipe	1146.08	1	LS	\$ 54,000	\$ 54,000
38	Landscaping & Restoration (Includes Gravel Driveway, Sod, Seeding, Topsoil & Mulch)	1193.00 & 1194.00	89	SY	\$ 35	\$ 3,103
39	W 80th Ave - 10.5" Full Depth	1137.01 & 1171.00	78	SY	\$ 200	\$ 15,600
40	2" Mill and Overlay (2' outside of full depth asphalt)	1173.00	94	SY	\$ 100	\$ 9,378
41	Infrared Asphalt Joints		1	LS	\$ 3,100	\$ 3,100
42	Pavement Markings	1177.00	1	LS	\$ 5,800	\$ 5,800
Site C - Kipling and W 80th Ave						
43	Connect to Existing 24" Waterline	1146.02	2	EACH	\$ 14,000	\$ 28,000
44	Connect to Existing 12" Waterline	1146.02	2	EACH	\$ 15,000	\$ 30,000
45	24" Flow Control, Special Fittings and Measure Devices or Systems	1142.00	1	LS	\$ 18,000	\$ 18,000
46	18" Flow Control, Special Fittings and Measure Devices or Systems	1142.00	1	LS	\$ 13,000	\$ 13,000
47	Chlorination and Pressure Test	1146.03	1	LS	\$ 3,600	\$ 3,600
48	Remove and Dispose of AC pipe	1146.08	1	LS	\$ 10,000	\$ 10,000
49	W 80th Ave - 10.5" Full Depth	1137.01 & 1171.00	6	SY	\$ 970	\$ 5,820
50	2" Mill and Overlay (2' outside of full depth asphalt)	1173.00	13	SY	\$ 570	\$ 7,410
51	Infrared Asphalt Joints		1	LS	\$ 1,300	\$ 1,300
52	Pavement Markings	1177.00	1	LS	\$ 4,300	\$ 4,300
Site D - Hoyt and W 80th Ave						
53	Connect to Existing 24" Waterline	1146.02	2	EACH	\$ 14,000	\$ 28,000
54	Connect to Existing 12" Waterline	1146.02	4	EACH	\$ 6,200	\$ 24,800
55	24" Flow Control, Special Fittings and Measure Devices or Systems	1142.00	1	LS	\$ 18,000	\$ 18,000
56	12" Flow Control, Special Fittings and Measure Devices or Systems	1142.00	2	LS	\$ 9,900	\$ 19,800
57	Chlorination and Pressure Test	1146.03	1	LS	\$ 5,500	\$ 5,500
58	Remove and Dispose of AC pipe	1146.08	1	LS	\$ 13,000	\$ 13,000
59	W 80th Ave - 10.5 Full Depth	1137.01 & 1171.00	9	SY	\$ 740	\$ 6,660
60	2" Mill and Overlay (2' outside of full depth asphalt)	1173.00	19	SY	\$ 390	\$ 7,280

Item Number	Item Description	Measurement & Payment Reference	Estimated Quantity	Unit	Unit Cost	Bid Cost
61	Infrared Asphalt Joints		1	LS	\$ 1,900	\$ 1,900
62	Pavement Markings	1177.00	1	LS	\$ 8,500	\$ 8,500
				TOTAL COST		\$ 2,092,884.44

This bid schedule is understood to be all inclusive of the work shown on the contract documents. Items that are not specifically indicated by an individual bid item are understood to be incidental and included in the lump sum cost of a related bid item.

Clearly Print Company Name

Signature

The City of Arvada assumes no liability for the accuracy of the formulas contained in this worksheet. It is the responsibility of the contractor to verify all formulas prior to submitting the bid to the City of Arvada.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

SUBJECT: R25-040, A Resolution Authorizing a Construction Management/General Contractor (CM/GC) Agreement By and Between the City of Arvada and Garney Companies, Inc. for the Water Treatment Plant Replacement Project, Awarding Phase I Services Only, In an Amount Not to Exceed \$1,200,512.00

Report in Brief

PRESENTER: Mary Stahl

Following the successful completion of the Piloting and Process Selection, the Arvada Team is moving forward with design and pre-construction phase services of the Arvada Replacement Water Treatment Project. The Arvada Team has selected Garney as the Construction Manager/General Contractor (CM/GC).

The Arvada team recommends that the City Council approve R25-040, A Resolution Authorizing a Construction Management/General Contractor (CM/GC) Agreement By and Between the City of Arvada and Garney Companies, Inc. for the Water Treatment Plant Replacement Project, Awarding Phase I Services Only, In an Amount Not to Exceed \$1,200,512.00.

Financial Impact

CIP Project: Water Treatment Plant - PRJ25000011

Financial Impact: \$1,200,512

Funding Source: Water Enterprise Funds and Bond

CIP Account Number: 10060PG

Background

The Arvada Team is proceeding with the replacement of the aging Arvada Water Treatment Plant (AWTP). This work is based on the Water Treatment Master Plan completed in 2020 by Corona Environmental Consulting and subsequent work by the Arvada team and consultants as presented to City Council in a March 4, 2025 study session.

On February 6th, 2025, the Arvada team solicited proposals to select a contractor to support the City with Pre-Construction Phase Services (Phase I) with the anticipation that the same firm would continue with construction (Phase II) upon successful negotiation of the Guaranteed Maximum Price for construction of the Replacement Treatment Plant. Three firms responded, and based on a review of the submitted proposals and interviews, the Arvada team selected Garney Constructors based on the combined scores of the Arvada review team.

Discussion

The City of Arvada owns and operates two water treatment plants, the Ralston Water Treatment Plant (RWTP), and the AWTP. The AWTP, with a capacity of 16 MGD, is at the end of life and requires replacement, as recommended in the Water Treatment Master Plan. In addition to being at end of useful life, the AWTP is not designed for year-round operation, which reduces the resilience of Arvada's water treatment. The Arvada team is moving forward with the design of the Replacement Water Treatment Plant.

As presented to City Council in a study session on March 4, 2025, the City team recommends the City use a CM/GC project delivery for the Replacement Water Treatment Plant. This project delivery will provide value to the City with contractor input

SUBJECT: R25-040, A Resolution Authorizing a Construction Management/General Contractor (CM/GC) Agreement By and Between the City of Arvada and Garney Companies, Inc. for the Water Treatment Plant Replacement Project, Awarding Phase I Services Only, In an Amount Not to Exceed \$1,200,512.00	PAGE: 2 ITEM: 8.A.2.
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from early design stages that allows for cost effective design, early construction start, and early procurement of long lead items.

On February 6th, 2025, the Arvada team solicited proposals to select a contractor to support the City with Pre-Construction Phase Services (Phase I) of the CMGC project delivery with the anticipation that the same firm would continue with construction (Phase II) upon successful acceptance of the Guaranteed Maximum Price for construction of the Replacement Treatment Plant. Three firms responded. The Arvada team evaluated each firm on qualifications, experience, project approach, key personnel, cost management, risk management, and performance measures. The Arvada team also conducted interviews. The Arvada team selected Garney Constructors based on the combined scores of the Arvada review team.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

NA

Strategic Alignment

This project aligns with the following Strategic Goals and Work System Services:

- Physical and Technology Systems Goal 2. Identify and prioritize projects for modernizing our physical infrastructure to maintain and elevate service levels
- Physical and Technology Systems Goal 4. Ensure all physical and technology assets support reliable safety response, emergency preparedness, and City and community resilience

Infrastructure Services

- INF1: Provides the community with a safe, resilient, high-quality water supply, drainage system waste-water disposal, and solid waste management services for full city build-out, as defined by the Comprehensive Plan. This includes maintaining utility rates at lowest practical levels with accurate billing that supports robust and reliable infrastructure.
- INF5: Applied cost-effective and timely engineering, planning and design, construction practices, and established standards and specifications to align public infrastructure reinvestment capacity with community needs.
- INF7: Ensures compliance with federal and state regulations, including environmental laws and Americans with Disabilities Act.

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that the City Council approve R25-040, A Resolution Authorizing a Construction Management/General Contractor (CM/GC) Agreement By and Between the City of Arvada and Garney Companies, Inc. for the Water Treatment Plant Replacement Project, Awarding Phase I Services Only, In an Amount Not to Exceed \$1,200,512.00.

Suggested Motion:

I move that R25-040, A Resolution Authorizing a Construction Management/General Contractor (CM/GC) Agreement By and Between the City of Arvada and Garney Companies, Inc. for the Water Treatment Plant Replacement Project, Awarding Phase I Services Only, In an Amount Not to Exceed \$1,200,512.00, be (approved) (rejected).

SUBJECT: R25-040, A Resolution Authorizing a Construction Management/General Contractor (CM/GC) Agreement By and Between the City of Arvada and Garney Companies, Inc. for the Water Treatment Plant Replacement Project, Awarding Phase I Services Only, In an Amount Not to Exceed \$1,200,512.00

PAGE: 3
ITEM: 8.A.2.

Prepared by:
Bethany Kolb, Civil Engineer

Reviewed by:

Approved by:

Mary Stahl, Senior Civil Engineer	4/15/2025
Claudia Vaughan, City Engineer	4/15/2025
Bryan Archer, Director of Finance	4/15/2025
Jacqueline Rhoades, Director of Infrastructure	4/15/2025
Tammy Hedlund, Legal Specialist	4/17/2025
Jessica Morales, Assistant City Attorney	4/17/2025
Don Wick, Deputy City Manager	4/20/2025
Rachel Morris, City Attorney	4/22/2025
Linda Haley, Acting City Manager	4/22/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-040

A RESOLUTION AUTHORIZING A CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR (CM/GC) AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND GARNEY COMPANIES, INC. FOR THE WATER TREATMENT PLANT REPLACEMENT PROJECT, AWARDED PHASE I SERVICES ONLY, IN AN AMOUNT NOT TO EXCEED \$1,200,512.00

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 that 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 6th day of May, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____



Water Treatment Plant Replacement Project (Project No. 23-WA-70)

**A Construction Management/General Contractor
(CM/GC) Agreement By and Between the City of Arvada and
Garney Companies, Inc. for the Water Treatment Plant
Replacement Project, Awarding Phase I Services Only, In an
Amount Not to Exceed \$1,200,512.00**

(Cost Plus Fee with a Guaranteed Maximum Price)

ARVADA'S VISION MISSION AND VALUES

VISION: We dream big and deliver.

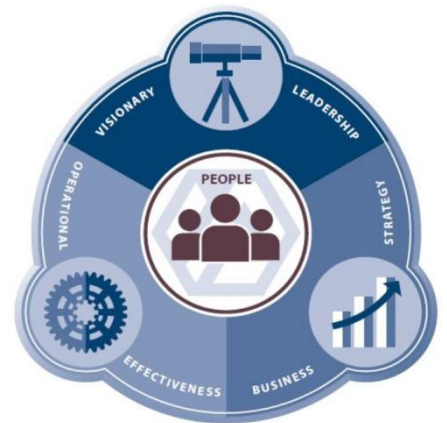
MISSION: We are dedicated to delivering superior services to enhance the lives of everyone in our community.

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.



THE PARTIES.

This Agreement is entered into by and between the **CITY OF ARVADA**, a home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, CO 80002 (**“Arvada”** and/or **“Owner”**), and **GARNEY COMPANIES, INC.**, a Missouri Corporation, whose regional office is located at 345 Inverness Drive S, Bldg. B., Suite 205, Englewood, CO 80112 (**“Contractor”**), for Pre-Construction (**“Phase I”**) Services relating to Project No. 23-WA-70, Water Treatment Plant Replacement Project, with the opportunity to be the General Contractor during the Construction Phase (**“Phase II”**). The Parties may be individually referred to as the **“Party”** and jointly referred to as the **“Parties.”**

EFFECTIVE DATE.

This Agreement is entered into this ____ day of _____, 2025, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

RECITALS AND PURPOSES.

WHEREAS, Arvada requires a qualified entity to provide Phase I and Phase II services for the Water Treatment Plant Replacement Project. (the **“Project”**), as further described in Arvada’s Request for Proposal # 25-UTS-016 (**“Arvada’s RFP”** or **“RFP”**); and

WHEREAS, on or about February 6, 2025, Arvada issued its RFP, seeking responses from qualified entities to provide professional services as described in Arvada’s RFP (the **“Work”**); and

WHEREAS, on or about March 4, 2025, Contractor submitted its response to Arvada’s RFP (**“Contractor’s Response”**); and

WHEREAS, Contractor will provide Phase I Construction Management (**“CM”**) services, including but not limited to cost estimating, constructability reviews, value engineering, development of a Guaranteed Maximum Price (**“GMP”**), and risk management; and

WHEREAS, at Arvada’s discretion, Contractor will have the opportunity to be the General Contractor (**“GC”**) during Phase II; and

WHEREAS, award of the Phase II portion of the Project is not guaranteed, and is dependent on a successful GMP negotiation for all of the Work necessary to complete the Project, and approval by the Arvada City Council; and

WHEREAS, Contractor agrees to provide Phase I services at a cost not to exceed **\$1,200,512.00**; and

WHEREAS, the Engineering Design Consultant for the Project is Jacobs Engineering Group and its team of subconsultants (**“Consultant”**); and

WHEREAS, Contractor was selected after a determination that Contractor's Response was the most advantageous to Arvada pursuant to Arvada's RFP.

NOW, THEREFORE, Arvada and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1

Basic Understandings

1.1 General Relationship of Contractor to Owner and Consultant: Contractor accepts the relationship of trust and confidence established with the Owner by this Agreement. Contractor shall work with the Owner and the Consultant from approximately the 20% design stage through the completion of construction, if awarded Phase II. Contractor covenants with the Owner to furnish its best skill and judgment and to cooperate with the Consultant in furthering the interests of the Owner. Contractor agrees to furnish efficient project administration and superintendence and to use its best efforts to perform the Work in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the Owner.

1.2 Contract Documents: The "Contract Documents" shall consist of this Agreement, together with the following documents, some of the following documents will be added as they become applicable or if Contractor is awarded Phase II of the Project:

- 1.2.1 Arvada's RFP, the General Terms and Conditions, Special Conditions, Exhibits, and Addenda to the RFP;
- 1.2.2 Insurance Requirements, as amended by agreement of the Parties (**these insurance requirements replace and supersede those included in Arvada's RFP**);
- 1.2.3 Contractor's Response to Arvada's RFP;
- 1.2.4 Contractor's Advertisement for Bid, Bid Schedule, Bid Bond, and Certificate of Insurance;
- 1.2.5 Notice of Award;
- 1.2.6 Performance and Payment Bond;
- 1.2.7 Notice to Proceed (Phase I);
- 1.2.8 Change Orders / Amendments (if any);

- 1.2.9 Project special provisions prepared or issued by Arvada or its Consultant;
- 1.2.10 Detail drawings and Bid Documents prepared or issued by Arvada, Consultant, or other Arvada consultant;
- 1.2.11 Specification Illustrations, plans and attachments;
- 1.2.12 City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements, dated October 23, 2023 (incorporated herein by reference);
- 1.2.13 Guaranteed Maximum Price Documents, Drawings and Specifications including Addenda and Modifications (when approved by the Owner); and
- 1.2.14 Notice to Proceed (Phase II, if awarded).

The Contract Documents referred to in this Agreement and/or attached hereto are, by reference, incorporated herein for all purposes. In the event any matter, term, provision, or condition that is the subject of this Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Agreement shall be first ascertained by reference to the Contract Documents in their entirety. In the event of any dispute or differences between the respective documents that constitute the Contract Documents, then Contractor shall secure the written instructions from Arvada before proceeding with the performance of the services affected by such conflicts, omissions, or discrepancies.

1.3 Extent of Contract: This Agreement represents the entire agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements. When plans and specifications are complete, they shall be identified as part of the Contract Documents. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument executed by both the Owner and the Contractor. Nothing contained herein shall be deemed to create any contractual relationship between the Contractor and the Consultant, nor shall anything contained herein be deemed to give any third party any claim or right of action against the Owner or the Contractor which does not otherwise exist without regard to this Agreement.

ARTICLE 2

Contractor Services

2.1 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 or Amendment, which will address necessary start and end dates, associated costs, any applicable

deliverables and associated due dates, reporting requirements, documentation requirements, and any other matters that the parties deem necessary. Contractor certifies that Contractor has read the Project. If Contractor is awarded the Phase II services, and the Owner and the Contractor agree, after consultation with the Consultant, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases shall proceed concurrently.

2.3 Preconstruction Phase, or Phase I. Contractor Services during the Phase I:

- 2.3.1 Commencement – Contractor shall commence Phase I services no later than 14 calendar days after issuance of the Phase I Notice to Proceed.
- 2.3.2 Consultation During Project Development – Participate in a project information meeting. Attend regularly scheduled meetings with the Consultant during the development of conceptual and preliminary design to advise on cost estimating, constructability reviews, value engineering, site use and improvements, selection of materials, building systems and equipment. Provide recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction and factors related to cost including costs of alternative designs or materials, preliminary budgets and possible economies. Contractor will provide constructability and construction related feedback at interim milestone deliverables: 30% design, 60% design, and 90% design. Contractor will provide a reconciliation list from the 100% design package.
- 2.3.3 Scheduling - Develop a Project Time Schedule for the completed design and construction of the Project to meet the Project goals, including working toward achieving the goal of having the Project substantially completed and in service by Fall 2029. Update the Project Time Schedule prior to the commencement of construction, incorporating a detailed schedule for the construction operations of the Project, including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings and samples and delivery of products requiring long lead-time procurement.
- 2.3.4 Project Construction Budget - Review the Owner's established budget for the Project as soon as major program requirements have been identified and recommend updates to the budget periodically for the Owner's approval. Prepare an estimate based on a quantity survey of drawings and specifications upon initiation of Work under Phase I based on the design documents available at the time for approval by the Owner as the Project Construction Budget. Update and refine this estimate for Owner's approval as the development of drawings and specifications for the Projects proceeds. Advise the Owner and Consultant of any concerns with the Project Construction Budget.
- 2.3.5 Value Engineering - “Value Engineering” means a study or activity that helps to design and provide deliverables that meet the customer needs at the lowest lifecycle cost while maintaining a standard of quality and reliability. Contractor will participate in Value Engineering throughout the Project, as well as at agreed

upon milestones deliverables. At the Value Engineering workshop(s) the Contractor will coordinate estimating tasks; and bring in multidiscipline cost/construction experts to evaluate alternative designs, systems, and materials.

- 2.3.6 Coordination of Contract Documents - Review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect construction feasibility or schedules without, however, assuming any of the Consultant's customary responsibilities for design.
- 2.3.7 Construction Planning - Recommend for purchase and expedite the procurement of long-lead items to ensure their delivery by the required dates.
- 2.3.8 Division of Work - Make recommendations to the Owner and the Consultant regarding the division of the Work in the plans and specifications to facilitate the bidding and awarding of subcontracts and to allow for phased construction, taking into consideration such factors as time of performance, pricing and availability of labor and materials, overlapping trade jurisdictions, provisions for temporary facilities and similar matters.
- 2.3.9 Construction Document Review - Perform final review of plans and specifications with the Consultant and Owner to eliminate potential areas of conflict, misunderstanding, or misinterpretation and to assure proper coordination, accuracy and completeness. Contractor will provide constructability input on all facets of the Project.
- 2.3.10 Labor - Identify the types, quantity and availability of appropriate categories of labor required for various phases of the Project.
- 2.3.11 Bidding - Prepare pre-qualification criteria for bidders and develop subcontractor interest in the Project. As working drawings and specifications are completed, establish bidding schedules and conduct pre-bid conferences to familiarize bidders with bidding documents, management techniques and any special systems, materials or methods. Receive competitive bids on the Work from various subcontractors, pursuant to bidding procedures acceptable to the Owner. Analyze and review all bids with the Owner and Consultant. Award and execute subcontracts reasonably acceptable to the Owner.
- 2.3.12 Conferences - Conduct pre-construction conferences with successful subcontractors.
- 2.3.13 Equal Employment Opportunity - Determine applicable requirements for equal employment opportunity programs for inclusion in Project bidding documents.
- 2.3.14 Early Works Packages – Subject to approval by Owner, and availability of funds, Contractor may engage in procurement or construction work that is performed during Phase I, that benefits the Project (“Early Work(s) Package(s)”). Early

Work(s) Package(s) commenced prior to the mutual execution of the Phase II agreement, shall be accomplished by an Amendment to this Agreement, duly executed by each Parties authorized agent. Execution of an Early Work(s) Package(s) will not be considered an award of Phase II.

2.4 Guaranteed Maximum Price

- 2.4.1 “GMP” or “Guaranteed Maximum Price” means, with regard to the Project as a whole or any Bid Package for construction of any portion of the Work where a GMP is selected by the Parties as the basis for the Phase II Construction Price, as may be further defined in the Phase II Amendment for the Project, as applicable. The Guaranteed Maximum Price for the Work covered thereby, as established by a Phase II Amendment executed by and between Owner and Contractor, is further defined as the Cost of Work plus Allowances, the General Conditions Costs, and Contractor’s fee. Such GMP will be guaranteed by Contractor; subject to Change Orders and other allowable adjustments made pursuant to this Agreement or the other Contract Documents, where the Phase II Construction Price for any Work is based on a GMP, the Phase II Construction Price for such Work shall not exceed the GMP for such Work plus any approved additions or deductions to the GMP.
- 2.4.2 Establishment - When the design, plans and specifications are sufficiently complete to make the final cost estimates and prior to awarding any subcontracts, Contractor shall propose a GMP.
- 2.4.3 Unfinished Plans and Specifications - As the drawings and specifications may not be finished at the time the GMP proposal is prepared, Contractor shall provide in the GMP for further development of the drawings and specifications by the Consultant that is consistent with the Contract Documents and reasonably inferable there from. Such further development does not include such things as changes in scope, inclusion of additional systems, kinds and quality of materials, finishes or major equipment, all of which, if required, shall be incorporated by Amendment.
- 2.4.4 Contingency for Unfinished Plans and Specifications - The estimated Cost of the Work shall include Contractor’s contingency, a sum established by Contractor for the Contractor’s exclusive use to cover costs arising under Subparagraph 2.4.3 and other costs which are properly reimbursable as Cost of the Work but not the basis for an Amendment.
- 2.4.5 Basis of GMP - Contractor shall include with the GMP proposal a written statement of its basis which shall include:
- 2.4.5.1 A list of the Drawing and Specifications, including all addenda thereto and the Conditions of the Construction Contract which were used in preparation of the GMP proposal.

- 2.4.5.2 A list of any clarification and assumptions made by Contractor in the preparation of the GMP to supplement the information contained in the Drawings and Specifications.
- 2.4.5.3 The proposed GMP, including a statement of the estimated cost organized by trade categories, contingency, and other items and Contractor's fee that comprise the GMP.
- 2.4.5.4 The Guaranteed Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the Construction Documents issuance dates upon which the Guaranteed Date of Substantial Completion is based.
- 2.4.5.5 A detailed Construction Schedule showing logic and interdependencies for the Construction Phase including all commissioning activities.
- 2.4.5.6 The number of days after submittal that the GMP Proposal will remain valid, which shall not be any shorter than 120 calendar days.
- 2.4.6 Review of GMP Proposal - Contractor shall meet with Owner and Consultant to review the proposed GMP and the written statement of its basis. In the event that the Owner or Consultant discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify Contractor, who shall make appropriate adjustments to the GMP proposal, its basis or both.
- 2.4.7 Unless the Owner accepts the GMP proposal in writing on or before the date specified in the proposal for such acceptance and so notifies Contractor, the GMP proposal shall not be effective without written acceptance by Contractor.
- 2.4.8 Upon acceptance by the Owner of the GMP proposal, the GMP and its basis shall be set forth in an Amendment to this Agreement, duly executed by the Parties authorized agents.
 - 2.4.8.1 Prior to the Owner's acceptance of the Contractor's GMP proposal, via duly executed Amendment, and issuance of a Notice to Proceed, Contractor shall not incur any cost to be reimbursed as part of the Cost of the Work or General Conditions Costs, except as the Owner may specifically authorize in writing.
- 2.4.9 The Owner shall review the Contractor's assumptions and clarifications included in the GMP proposal and, to the extent these are agreed upon, instruct the Consultant to incorporate them into the advancement of the design plans and specifications as the Issued for Construction plans and specifications are finalized.
- 2.4.10 Subcontracts – When Contractor provides a GMP, the subcontracts will contain the necessary provisions to allow the Contractor to control the cost and

performance of subcontractors' respective portions of the Work.

2.5 **Construction Phase, or Phase II.**

2.5.1 Award of the Phase II portion of the Project is not guaranteed and is dependent on a successful GMP negotiation for all the Work necessary to complete the Project, approval by the Arvada City Council, and execution of an Amendment to this Agreement as stated in section 2.4.8, above.

2.5.1.1 Commencement – Unless otherwise provided to the contrary elsewhere in this Agreement or the other Contract Documents, Contractor's Phase II Services shall commence within 14 calendar days of issuance of the Phase II Notice to Proceed.

2.5.2 As part of the Contractor's construction services, Contractor will:

2.5.2.1 Project Control - Supervise the Work of the subcontractors and coordinate the Work with the activities and responsibilities of the Owner and Consultant to complete the Project in accordance with the Contract Documents and Owner's cost, time and quality objectives.

2.5.2.2 Staffing - Maintain a competent full-time staff at the Project site to coordinate, monitor, inspect, and provide overall management, supervision, and direction of the Work.

2.5.2.3 Organization - Establish on-site organization and lines of authority to carry out the construction of the Project effectively and efficiently.

2.5.2.4 Coordination - Establish and implement procedures for coordination among the Owner, Consultant, Contractor, and Contractor's subcontractors with respect to all aspects of the Project.

2.5.2.5 Scheduling - Schedule and conduct progress meetings at which subcontractors, Owner, Consultant, and Contractor can discuss jointly such matters as procedures, progress, problems and scheduling. Provide a detailed schedule for the operations of Contractor and subcontractors on the Project, including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings and samples and delivery of products requiring long lead-time procurement. Contractor will plan ahead to identify potential scheduling issues and identify solutions in order to work toward achieving the goal of having the Project substantially completed and in service by Fall 2029.

2.5.2.6 Monitoring - Provide regular monitoring of the Project Time Schedule as construction progresses. Identify potential variances between scheduled

and probable completion dates. Review schedule for work not started or incomplete and recommend to the Owner and subcontractors adjustments in the schedule to meet the Project Time Schedule and Guaranteed Date of Substantial Completion. Provide summary reports of such monitoring activities and, if approved by the Owner, document any changes in the Schedule.

- 2.5.2.7 Evaluation - Monitor the adequacy of the subcontractors' personnel and equipment and the availability of materials and supplies to meet the schedule.
- 2.5.2.8 Cost Control - Develop and implement an effective system of Project cost control, showing actual costs for activities in progress and estimates for uncompleted tasks. Develop cash flow reports and forecasts as needed.
- 2.5.2.9 Change Orders - Develop and implement a system for the expeditious review and processing of Change Orders. Initiate necessary or desirable changes to the Owner and the Consultant, review requests for changes, submit recommendations to the Owner and the Consultant and assist in negotiating Change Orders.
- 2.5.2.10 Permits - Secure all necessary permits, licenses and inspections for the proper completion and execution of the Work.
- 2.5.2.11 Superintendent - Keep on the Project, during the progress of the Work, a competent Superintendent and any necessary assistants, all satisfactory to the Consultant and the Owner. The Superintendent shall not be changed except with the consent of the Owner, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in Contractor's employ. The Superintendent shall represent the Contractor and all directions given to the Superintendent shall be as binding as if given to the Contractor. Contractor shall be liable to the Owner for the acts or omissions of the Superintendent or the Superintendent's assistants.
- 2.5.2.12 Contractor and its Superintendent shall provide full-time, qualified and efficient supervision of the Work, using their best skill and attention. Contractor and its Superintendent shall carefully study and compare all drawings, specifications and other instructions and immediately report to the Consultant and the Owner any error, inconsistency or omission which may be discovered. Contractor and its Superintendent shall see that the Work is carried out in accordance with the Contract Documents and in a thorough and first-class manner in every respect. Contractor and its Superintendent shall inspect the Work at all stages and at Final Completion and rigorously guard the Owner against defects and deficiencies in such Work. Contractor shall be responsible to the Owner for the acts and omissions of all of Contractor's employees and of all

subcontractors and employees and all other persons performing any of the Work, for which the Contractor has supervisory or inspection responsibility hereunder.

2.5.2.13 Contractor shall lay out the Work in a manner satisfactory to the Consultant, making permanent records of all lines, levels and marks required for the Work, including but not limited to excavation, grading and foundations. Contractor shall authorize the commencement and certify the proper completion of the various stages of construction. Contractor shall be responsible for construction means, methods, techniques, sequences and procedures and for carrying out the Work in accordance with the Contract Documents.

2.5.2.14 Safety Measures - Establish and implement procedures and measures for the safety of Contractor's staff, Subcontractors, and suppliers as well as persons and property at and around the site of the Work, and assure compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the Work.

2.5.2.15 Contract Interpretations - Refer all questions relative to interpretation of any plan, drawing, specification, design intent or any other design-related matter to the Consultant consistent with the Contract Documents.

2.5.2.16 Shop Drawings and Samples - In collaboration with the Consultant, establish and implement procedures for expediting the processing and approval of shop drawings and samples. Shop drawings shall be reviewed by Contractor and coordinated with related parts of the Work before submittal to Consultant. Contractor should allow an average of 14 calendar days for Consultant to review and return shop drawing submittals.

2.5.2.17 Reports and Project Site Documents - Record the daily progress of the Project in a daily log available to the Owner and the Consultant. Submit on a weekly basis written progress reports and summaries of meetings to the Owner and the Consultant, including information on the subcontractors' work and the percentage of completion.

2.5.2.18 Record Sets - Maintain at the Project site, on a current basis, records of all contracts, shop drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions and any other documents and revisions thereto which arise out of the Construction Contract or the Work. Obtain data from subcontractors and maintain a current set of record drawings, specifications, operating manuals, warranties and guarantees. At the completion of the Project, submit all such documents to the Consultant for delivery to the Owner.

2.5.2.19 Completion - Determine progress and completion of the Work or designated portions thereof and prepare for the Consultant a list of incomplete or unsatisfactory items together with a schedule for their completion.

2.5.2.20 Final Completion - Determine final completion and provide written notice to the Owner and Consultant that the Work is ready for final inspection. Secure and transmit to the Consultant and Owner required guarantees, warranty documents, tax affidavits, certificates, releases, bonds and waivers.

2.6 Additional Services - Additional services shall be performed only upon the express, prior written authorization of the Owner and paid for as provided herein.

ARTICLE 3

The Owner's Responsibilities

3.1 Information - The Owner shall provide full information regarding its requirements for the Project.

3.2 Project Manager - The Owner shall designate a Project Manager(s) who shall be acquainted with the scope of the Work, and, subject to the provisions of City ordinances, authorized to render decisions and otherwise furnish information.

3.3 Consultant - The Consultant's services, duties and responsibilities are described in a separate agreement between Owner and Consultant, a copy of which will be furnished to the Contractor.

3.4 Documentation - The Contractor will be furnished, without charge, all copies of drawings and specifications reasonably necessary for the execution of the Work.

3.5 Defects - If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, it shall give prompt written notice thereof to the Contractor. This provision shall not, however, charge the Owner with any obligation to make inspections and shall in no manner be construed to discharge or modify the Contractor's obligations to supervise, inspect and to complete the construction of the Project in accordance with the Contract Documents.

3.6 Surveys and Special Testing – If available and existing, upon Contractor's request, Contractor shall be entitled to a complete and accurate survey of the existing grades and lines of streets, pavements and adjoining properties; information as to the rights, restrictions, easements, surface water courses, boundaries and contours of the building site; and full information as to existing sanitary sewer, storm sewer, water, gas and electrical services. All other expenses shall be provided by the Contractor.

3.7 Owner's Expenses - The services, information, surveys and reports described in Articles 3.3 through 3.6 shall be furnished at the Owner's expense.

ARTICLE 4

Subcontracts

4.1 Bidding – Except as otherwise authorized in writing by Owner, all work by any subcontractor shall be competitively bid pursuant to procedures acceptable to the Owner.

4.2 Award - The Contractor shall request and receive proposals from subcontractors and subcontracts will be awarded and contracts executed by the Contractor after the proposals are reviewed by the Contractor with the Consultant and Owner. The Contractor shall be authorized to submit proposals for portions of the Work only with the prior written consent of the Owner.

4.3 Substitution - If the Owner refuses to accept an otherwise qualified subcontractor recommended by the Contractor, Contractor shall recommend an acceptable substitute. The Guaranteed Maximum Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued.

4.4 Forms - The form of the subcontract, including the General and Supplementary Conditions applicable thereto, shall conform to the requirements of the Contract Documents and be reasonably satisfactory to the Owner, Consultant and the Contractor.

ARTICLE 5

Insurance and Bonds

5.1 **Insurance Required of the Contractor** – During all phases of the Project, Contractor shall purchase and maintain insurance as set forth in the **Insurance Requirements**.

5.2 **Bonds Required of the Contractor** – Contractor shall purchase and maintain the bonds as set forth in Arvada's RFP. Specifically, for Phase II, Contractor will be required to submit a Performance and Payment Bond in the amount of 100% of the determined GMP, with a Surety Company that is authorized to transact business in the State of Colorado.

ARTICLE 6

Compensation and Payments for Phase I Services

6.1 Compensation – For the services described in this Agreement, the Owner shall pay the Contractor according to the Contractor's fee schedule, as set forth in the attachments. The

maximum billable amount for Phase I Services under this Agreement shall not exceed **\$1,200,512.00**.

6.2 Payments - Contractor shall submit invoices to the Owner for services rendered during the preceding month, such invoices to be in such form and detail as shall reasonably be required by the Owner. Payment by Owner will be due Net 30 days of receipt of properly documented invoices.

6.3 Dispute - Subject to Arvada's right to withhold from payment any amounts in dispute, any disagreement between Arvada and the Contractor shall be subject to the Disputes and Claims process outlined in Section 12.13, below. Failure by Arvada to pay any amount in dispute shall not alleviate, diminish, or modify in any respect the Contractor's obligation to perform under the Contract Documents and the Contractor shall not cease or slow down performance under the Contract Documents on account of any such amount in dispute. The Contractor shall proceed as directed by Arvada pending resolution of the dispute. Upon resolution of such dispute, each party shall promptly pay to the other any amount owing.

ARTICLE 7

Compensation and Payments for Phase II Services (If Awarded)

7.1 Determination - In consideration of the performance of the Phase II services, if awarded, the Owner agrees to pay the Contractor, in addition to the Cost of the Work, a GC Management Price Percentage for Construction Services - Phase II ("Contractor Fee"), General Conditions Cost, and Insurance and Bond Cost, as follows:

- 7.1.1. A Contractor Fee which shall be no more than **8.5%** of the cost of construction, as indicated in Contractor's Response to the RFP;
- 7.1.2 A General Conditions Cost which shall be no more than **10.0%** of the construction cost, as indicated in Contractor's Response to the RFP;
- 7.1.3 An Insurance and Bond Cost as agreed to by the Parties in the Amendment awarding Phase II services.
- 7.1.4 The Guaranteed Maximum Price, which is comprised of the sum of the Cost of Work plus Allowances, the General Conditions Costs, and Contractor's Fee, as indicated in section 2.4 above and further detailed in the Amendment to this Agreement awarding Phase II, is guaranteed by Contractor not to be exceeded. Costs which would cause the GMP to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

7.2 Adjustments - Adjustments in Contractor's Fee shall be made as follows:

- 7.2.1 Change in Scope - The Contractor Fee shall be adjusted only for Owner-approved

changes which involve a change in the Guaranteed Maximum Price. For any such change, the Contractor Fee shall be no more than **8.5%** of the amount of change to the Guaranteed Maximum Price.

7.3 Items Included in Fee - Included in the Contractor 's Fee for the Construction Phase are the following:

7.3.1 Profit - Before tax profit.

7.3.2 Overhead - Off-site costs for general management of the Project including:

7.3.2.1 Costs, overhead or general expenses of any kind, which are not specifically and expressly included in Article 8.

7.3.2.2 Costs in excess of the GMP.

7.4 Items included in General Conditions Cost – Included in the General Conditions Cost for the Construction Phase are the following:

7.4.1 Items specifically included as General Conditions Cost in Addendum No. 2 to the RFP, and as indicated in Contractor’s Proposal.

7.5 Payments - Contractor shall submit invoices, together with any retainage requirements as prescribed by Colorado state statutes (*see e.g.*, C.R.S. § 24-91-101 et seq), to Owner for services rendered during the preceding month, such invoices to be in such form and detail as shall reasonably be required by the Owner. Payment by Owner will be due Net 30 days of receipt of properly documented invoices.

7.6 Dispute – Subject to Arvada’s right to withhold from payment any amounts in dispute, any disagreement between Arvada and the Contractor shall be subject to the Disputes and Claims process outlined in Section 12.13, below. Failure by Arvada to pay any amount in dispute shall not alleviate, diminish, or modify in any respect the Contractor’s obligation to perform under the Contract Documents and the Contractor shall not cease or slow down performance under the Contract Documents on account of any such amount in dispute. The Contractor shall proceed as directed by Arvada pending resolution of the dispute. Upon resolution of such dispute, each party shall promptly pay to the other any amount owing.

ARTICLE 8

Construction Phase Costs

8.1 Cost of the Work –

8.1.1 Definition - The term “Cost of the Work” shall mean those costs necessarily incurred in, and directly attributable to, the proper construction of the Work.

Such costs shall be paid by the Contractor and be at the lowest responsible competitive rates not higher than the standard paid in the locality of the Work except with prior consent of the Owner, and shall include the items set forth below in this Paragraph.

8.1.2 Cost of the Work Items Included – In addition to the Contractor's Fee to be paid pursuant to Article 7, the Owner agrees to pay the Contractor for the Cost of the Work in accordance with the following schedule of eligible costs:

8.1.2.1 Wages paid for employees and laborers in the direct employ of the Contractor for the performance of the Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Owner and Contractor.

8.1.2.2 Cost of ordinary employee benefits incurred in connection with the performance of the Work, such as pension contributions, hospitalization, vacations, medical insurance, or assessments for such items as unemployment compensation and Social Security, insofar as such cost is based on wages, salaries or other remuneration paid to employees and laborers in the direct employ of the Contractor.

8.1.2.3 The portion of reasonable transportation, traveling and hotel expenses of Contractor or of Contractor's officers or employees incurred in discharge of duties connected with the Work, when the necessity for such expenditures is approved in advance by the Owner.

8.1.2.4 Cost of all materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.

8.1.2.5 Cost, including transportation and maintenance, of all materials, supplies, equipment and hand tools not owned by the workmen employed by the Contractor, which are employed or consumed in the performance of the Work and cost less salvage value on such items used but not consumed which remain the property of the Contractor.

8.1.2.6 Rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the site of the Work, whether rented from the Contractor or other, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, at rental charges consistent with those prevailing in the area. All equipment which the Contractor intends to rent and the rates therefor must be approved by the Owner in writing prior to use.

8.1.2.7 The costs paid to Contractor's duly authorized subcontractors.

8.1.3 Cost of Ineligible Work Items

8.1.3.1 Ineligible Costs – Phase I:

8.1.3.1.1 Expenses associated with travel, lodging, meals and printing (these costs are to be included in the project labor rates).

8.1.3.1.2 Expenses of the Contractor's principal home office or branch office (other than the field offices at the project site).

8.1.3.2 Ineligible Costs-Phase II:

8.1.3.2.1 Any costs incurred in handling disputes or litigation with Subcontractors, Suppliers, or any other third party.

8.1.3.2.2 Expenses of the Contractor's principal home office or branch office (other than the field offices at the project site).

8.1.3.2.3 Cost of capital used in the performance of the Work.

8.1.3.2.4 Costs incurred for fines, penalties, sanctions imposed by a Governmental Authority as a result of Contractor fault.

8.1.3.2.5 Legal costs.

8.1.3.2.6 Contractor's federal, state, and local taxes.

8.2 Estimates - The Contractor shall include a detailed and itemized estimate of General Conditions costs, subcontractor costs and other costs as a part of each estimate for the Cost of the Work. After the Contract Documents have been completed and before Work is released for bidding, the Contractor shall prepare an estimate of the Cost of the Work that provides a subtotal of costs for each subcontract package, the costs for General Conditions, and other costs.

8.3 Dispute – Subject to Arvada's right to withhold from payment any amounts in dispute, any disagreement between Arvada and the Contractor shall be subject to the Disputes and Claims process outlined in Section 12.13, below. Failure by Arvada to pay any amount in dispute shall not alleviate, diminish, or modify in any respect the Contractor's obligation to perform under the Contract Documents and the Contractor shall not cease or slow down performance under the Contract Documents on account of any such amount in dispute. The Contractor shall proceed as directed by Arvada pending resolution of the dispute. Upon resolution of such dispute, each party shall promptly pay to the other any amount owing.

ARTICLE 9

Contractor's Project Guarantee and Warranty

9.1 Documentation - The Contractor shall, in case of Work performed or materials or equipment provided for which warranties are required by the Contract Documents, secure the required warranties and deliver copies thereof to the Consultant and the Owner upon completion of the Work. All such warranties shall commence from the date set forth in the Letter of Acceptance and will not in any way reduce the Contractor's responsibilities under this Construction Contract. Whenever guarantees or warranties are required by the specifications for a longer period than one year, such longer period shall govern.

9.2 Warranty/Guarantee - The Contractor expressly warrants and guarantees that the Project will be constructed in a first-class, workmanlike manner; that it will be safe, free from structural and workmanship defects and defects in materials; and that the improvements will be suitable and fit for intended use and occupancy in accordance with the Contract Documents. Neither the Consultant's approval of the final Request for Payment nor payment of any Request for Payment or of any sum previously withheld from the Contractor shall relieve the Contractor of responsibility for Contractor's warranty and guarantee hereunder or for faulty materials or workmanship. Unless otherwise agreed, the Contractor agrees to remedy any defects due thereto, and pay for any damages resulting therefrom, which shall appear within a period of two years from the date set forth in the Letter of Acceptance of the Work. Nothing herein shall limit other legal remedies available to Owner, or to impact applicable statutes of limitation.

9.3 Warranty Inspection - The Owner, the Consultant and the Contractor together shall make at least one complete inspection of the Work after the Work has been accepted by the Consultant and the Owner. One such inspection shall be made approximately 22 months after the acceptance of the Work. The Consultant shall make a written report of the inspection, certified as to contents and date of inspection, and forward these reports by mail to the Owner and the Contractor within seven days after completion of the inspections. The Contractor shall immediately initiate and promptly and satisfactorily complete such remedial work as may be necessary to correct any deficiencies or defective Work shown by this report.

9.4 Owner's Right to Complete - If the Contractor fails to promptly correct all deficiencies and defects shown by the report, the Owner may do so, after giving the Contractor ten days written notice of intention to do so. The Owner shall be entitled to collect from the Contractor all costs and expenses incurred in correcting such deficiencies and defects, as well as all damages resulting from same. The guarantee and warranties of the Contractor provided for herein are in addition to and not in lieu of any other remedies available to the Owner.

ARTICLE 10

Delays and Extensions of Term for Completion of Work

10.1 Owner Delays - If Owner, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being demonstrated to Owner as essential to Contractor's ability to complete the Work within the Contract Times and that it could not have been avoided by Contractor's exercise of due diligence.

10.2 Contractor Delays - Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

10.3 Delay Due to Utility Relocation or Repair – Absent extraordinary circumstances, Contract Time will not be adjusted to account for delays due to utility repair or relocation. Contract Price will not be adjusted for field verifying all utility locations whether shown or not shown on the plans, coordination with utility companies, utility relocations or down time due to utility relocations or repairs, but shall be considered a subsidiary obligation of the Agreement.

10.4 Other Delays - If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being demonstrated to Owner as essential to Contractor's ability to complete the Work within the Contract Times and that it could not have been avoided by Contractor's exercise of due diligence. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

10.4.1 Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

10.4.2 Abnormal weather conditions. However, if adverse weather conditions are the basis for a claim for an equitable adjustment of Contract Times, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and that the weather conditions complained of had an adverse effect on the Work. Substantiation shall be based on a comparison of current conditions with recorded conditions for the same period over the duration of the past 10 years; or

10.4.3 Acts of war or terrorism.

10.5 Underground Facilities - Contractor may be entitled to an equitable adjustment in the

Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

10.5.1 Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

10.5.2 Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

10.5.3 Contractor gave prompt written notice to that owner and to Owner and Engineer before disturbing conditions affected thereby or performing any work in connection therewith.

10.6 Documentation – Contractor must submit any Change Order seeking an adjustment in Contract Price or Contract Times under this Article 10 within thirty (30) days of the commencement of the delaying, disrupting, or interfering event.

10.7 Liquidated Damages - If the Contractor shall neglect, fail or refuse to complete the Work within the times specified in the Agreement, such failure shall constitute a breach of the terms of the Agreement and Arvada shall be entitled to liquidated damages for such neglect, failure or refusal. Such liquidated damages shall be set at a cap of \$5,000 per day, and will be calculated by the City based on the City's losses. Nothing herein shall limit other legal remedies available to Arvada.

ARTICLE 11

Suspension of Work and Termination

11.1 Owner Suspension - At any time with or without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Consultant. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed.

11.1.1 If Owner suspends work for causes not attributable to Contractor, Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Order seeking such adjustments shall be submitted no later than thirty (30) days after the date fixed for resumption of Work.

11.1.2 If Owner suspends work for causes attributable to Contractor, Contract shall not

be entitled to an adjustment in the Contract Price or an extension of the Contract Times. Causes attributable to Contractor include, but are not limited to:

- 11.1.2.1 Faulty workmanship;
- 11.1.2.2 Contractor's material and substantial failure to carry out orders; and/or
- 11.1.2.3 Contractor's material and substantial failure to perform any provision of the Contract Documents.

11.2 Owner Termination for Cause - The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

- 11.2.1 Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
- 11.2.2 Failure of Contractor to perform or otherwise comply with a material term of the Contract Documents;
- 11.2.3 Contractor's disregard of laws or regulations of any public body having jurisdiction;
- 11.2.4 Contractor's repeated disregard of the authority of the Owner or Consultant.

11.3 Default – If one or more of the events identified in Section 11.2 occur, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Agreement, Owner may proceed to declare Contractor to be in default and give Contractor (and any surety) notice that the Contract is terminated, and enforce the rights available to Owner under any applicable performance bond and rule of law.

11.4 Possession - Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

11.5 Notice - Owner may not proceed with termination of the Contract under Section 11.3 if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

11.6 Suspension of Payment - If Owner proceeds as provided in Section 11.3, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by the City Engineer, or their designee thereof, as to their reasonableness and, when so approved by the City Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

11.7 Rights of Owner - Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

11.8 Performance Bond Terms - If and to the extent that Contractor has provided a performance bond under the provisions of Section 11.1, the provisions of that bond shall govern over any inconsistent provisions of Sections 11.3 and 11.5.

11.9 Contractor Termination - If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails to act on any Application for Payment within 90 days after it is submitted, or (3) Owner fails for 90 days to pay Contractor any sum finally determined to be due pursuant to the dispute and claims process, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment.

11.10 Contractor May Stop Work - In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed to act on an Application for Payment within 90 days after it is submitted, or Owner has failed for 90 days to pay Contractor any sum finally determined to be due pursuant to the dispute and claims process, Contractor may, seven days after written notice to Owner, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Order for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 12

Miscellaneous Provisions

12.1 Assignment: Neither party to this Construction Contract shall assign its interests herein in whole or in part without the written consent of the other; nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

12.2 Time of the Essence. Time is of the essence in this Agreement. The Parties will make

every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

12.3 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.

12.4 Governing Law and Venue: The laws of the State of Colorado shall govern this Agreement. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Jefferson County, Colorado.

12.5 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.

12.6 Waiver: Any failure of the Owner or the Contractor to require strict performance or any waiver of any provision herein shall not be construed as a consent or waiver to any other breach of the same or any other provision.

12.7 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, through their authorized agents. 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.

12.8 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 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.

12.9 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.

12.10 Terms and Conditions of Solicitation. 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, and other RFP requirements, and agrees to be bound by those terms and conditions.

12.11 Taxes. Arvada shall not be liable for the payment of any excise, sales, or use taxes. Arvada is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S.

(Colorado Sales Tax Exemption Identification Number 98-01789). Contractor shall not invoice Arvada for any state, federal or local taxes. Upon written notification by Arvada, Contractor shall reimburse Arvada in a timely manner for any taxes erroneously paid by Arvada.

12.12 Independent Contractor. Contractor shall perform its duties under the Agreement as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of Arvada. Contractor shall not have authorization, express or implied, to bind Arvada to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Arvada and Arvada shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Contractor shall: (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by Arvada; and (iii) be solely responsible for its acts and those of its employees and agents.

12.13 Disputes and Claims. All Disputes and Claims shall use Section 1121.08, *Contractor Claims for Adjustment and Disputes*, of Arvada's Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements, dated October 23, 2023.

12.14 Change Order Process. If Arvada wishes to add services, Arvada may so request in writing. Email will suffice as a writing for this purpose. If Contractor is not able to accommodate Arvada, it will promptly notify Arvada.

12.14.1 When both parties have agreed on the contents of a Change Order, both parties shall so indicate by signing the Change Order.

12.14.2 Once a Change Order has been agreed to in writing, signed by the Parties' authorized agents, the Change Order shall be deemed a part of this Agreement. Any such Change Orders shall be subject and subordinate to the terms of this Agreement and incorporated herein, unless otherwise agreed to in writing signed by the Parties.

12.15 Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document. Facsimile signatures shall be accepted as originals. The Parties consent to the use of electronic signatures by each of the Parties. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

12.16 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.

CITY OF ARVADA, a Colorado home
rule municipal corporation

Lauren Simpson
Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST/WITNESS:

City Clerk

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

By: _____

GARNEY COMPANIES, INC., a
Missouri Corporation

Joel Heimbuck
Director - West Plant
345 Inverness Drive S
Bldg. B., Suite 205,
Englewood, CO 80112
jheimbuck@garney.com

Arvada RFP and Addenda No. 1 and 2

Water Treatment Plant Replacement Project
(Project No. 23-WA-70)

A Construction Management/General Contractor
(CM/GC) Agreement By and Between the City of Arvada and
Garney Companies, Inc. for the Water Treatment Plant
Replacement Project, Awarding Phase I Services Only, In an
Amount Not to Exceed \$1,200,512.00

(Cost Plus Fee with a Guaranteed Maximum Price)



REQUEST FOR PROPOSAL

Proposal #: 25-UTS-016

Title: Contractor Manager/General Contractor for Water Treatment Plant Replacement Project

RFP Issued: 02/06/2025

Pre-proposal Meeting: **Mandatory Meeting** - February 12, 2024 – 9:00 am MT
City Hall – Anne Campbell Room. – 1st floor Main Entrance
8101 Ralston Road, Arvada CO

Question Deadline: 02/20/2025 - 2:00 PM MDT
Questions must be submitted through BidnetDirect.com. Responses will be posted on BidNet via addendum.

Proposals Due By: 03/04/2025 - 2:00 PM MDT

Electronic Submissions must be submitted online at BidNetDirect.com.
This is the only valid source for postings regarding this solicitation.
Late responses will not be considered for award.

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:

General Terms and Conditions	page 2
Special Terms and Conditions	page 5
Evaluation Criteria	page 6
Insurance Requirements	page 6
Administrative Information	page 7
Statement of Work	page 8
Required Contractor Submittal Form, Submittal Checklist	page 17
Performance Measures Form	page 19

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.



GENERAL TERMS AND CONDITIONS

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

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

21. **COMPLIANCE WITH ALL LAWS.** Contractor shall comply with all applicable federal, Colorado and Arvada laws, rules, regulations, policies and procedures in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
22. **BINDING ARBITRATION PROHIBITED.** Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary shall be null and void.
23. **GOVERNING LAW AND VENUE.** Colorado law, rules, and regulations shall be applied in the interpretation, execution, and enforcement of the Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to the Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in Jefferson County.
24. **OWNERSHIP OF WORK PRODUCT.** The originals of all plans, reports, studies, data, or other materials or information relating to the Work that are produced by Contractor shall be delivered to and become the property of Arvada. Contractor may retain copies of any originals; however, no plans, reports, studies, data, or other materials or information relating to the Work shall be released to any person or entity without the prior written consent of Arvada. Nothing in this clause is intended to affect Contractor's right to use generic know-how learned in the course of providing services under the Agreement for the future benefit of Arvada or others.
25. **SOFTWARE PIRACY PROHIBITION.** Arvada or other public funds payable under the Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of the Agreement and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If Arvada determines that Contractor is in violation of this provision, Arvada may exercise any remedy available at law or in equity or under the Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.
26. **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.
27. **FORCE MAJEURE.** Any delays in or failure of performance by any party of his or its obligations under the Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.
28. **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. §§24-72-101et 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.
29. **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.

30. **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:
- 30.1. Colorado labor shall be employed to perform eighty percent (80%) of the work.
- 30.2. Any waiver of this requirement must comply with C.R.S. § 8-17-101 et seq., as amended.
31. **ACCESSIBILITY COMPLIANCE.**
- 31.1 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.
- 31.2 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.
- 31.3 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 (26.2) above.
- 31.4 Upon Arvada’s request, Contractor shall certify to Arvada that its service(s) and digital documents are compliant with Section (26.2) 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

1. PRICES FIXED AND FIRM FOR THE TERM OF THE CONTRACT

Prices proposed by the vendor shall remain fixed and firm during the term of the contract; however, the vendor may offer incentive discounts from the fixed price. This contract shall commence upon the date specified in the Contract or Purchase Order and shall remain in effect until such time as all items/services purchased in conjunction with this solicitation have been delivered and accepted by the City’s authorized representative. It shall be understood and agreed that any warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

2. CONTENTS OF OFFER

Vendors are required to submit offers with the following conditions:

- a. Vendors shall make all investigations necessary to inform themselves of the facilities affected by the delivery of products and services required by the Solicitation.
- b. 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.
- c. The City shall issue Addenda if substantial changes are required which may impact the content and submission of Offers. A copy of such addenda will be publicly posted with the original RFP posting.
- d. 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.

3. **BEST VALUE AGENCY.** The City of Arvada is a best value agency. Best value means a technique in a competitive solicitation process which emphasizes value over price and permits the evaluation of criteria such as, but not limited to, qualifications, experience, and performance data to determine the best overall value to the city. It is solely incumbent on the staff of the City of Arvada to conduct due diligence to determine best value prior to award.

4. **NOTICE OF AWARD AND FAILURE TO ENTER INTO CONTRACT. Phase I award:** The party to whom the Contract is to be awarded will be required to execute the Contract Agreement and obtain Certificates of Insurance. Phase II award: Should the City choose to award Phase II work, Awardee will provide a Performance and Payment Bond, as Contract security, within five (5) calendar days from the date the Notice of Award is delivered to the Awardee. The Notice of Award shall be accompanied by the Contract Agreement along with the necessary Performance and Payment Bond forms.

5. **CONTRACT DOCUMENTS.** The Contract Documents consisting of these RFP documents, which include, General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Administrative Information, Addenda, , and Contractor Submittal Form. Additional Contract Documents may include, but not be limited to, Project Special Provisions, Construction Drawings, Supplemental Specifications and the City of Arvada most recent "Engineering Code of Standards

and Specifications,” which include the Measurement and Payment specifications, , , Performance and Payment Bond 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.

6. **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 RFP 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.
7. **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.
8. **NOTICE TO PROCEED.** The Notice to Proceed shall be issued within fourteen (14) 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 fourteen-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.

9. MODIFICATION OR WITHDRAWAL OF OFFERS

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

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

10. REJECTION OF OFFERS

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

11. **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 requested to the terms, conditions, requirements and specifications of this Solicitation; no matter how slight. If variations are not stated in the Contractor's Proposal, it shall be agreed that the Contractor's Proposal fully complies with all conditions identified in this Solicitation.

12. ELIGIBILITY OF CONTRACTORS: MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED.

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

13. 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 contractors/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.

14. **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.

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

The City has incorporated Performance Management into its organizational culture. The City will monitor and report on the following performance measures. These measures will determine, in part, renewals and eligibility for future awards. Measures include: (a) safety as defined by observation and OSHA reportable injuries, (b) quality of contracted work, (c) work completed within required schedule, (d) administration and coordination of estimates, 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.

INSURANCE REQUIREMENTS

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

1. ☒ **Commercial General Liability**, written on an occurrence form, for limits not less than \$1,000,000 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 \$220 Million, 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. **GC will be required to carry Builders Risk in an amount of not less than 220,000,000**
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** for limits not less than \$1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

- Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.
- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the contractor fails to submit the required insurance documents within fifteen (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.
- All coverage must be written with carriers holding a minimum A.M. Best rating of A-: VII, and authorized to do business in Colorado. Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.
- The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.

ADMINISTRATIVE INFORMATION

1. PREPARATION AND SUBMISSION.

Offers will be prepared as follow:

- a. 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.
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.
- b. The only authorized version of this Bid is posted on WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda, and communications.

2. METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN PROPOSAL.

The selection process will consist of evaluation of qualified proposals received based on the criteria outlined in this RFP. Presentations may be requested to confirm or clarify the information contained in the proposal responses. It is the intent of the City to award a contract to the contractor(s) who receives the highest score from the City's RFP Evaluation Committee.

3. EVALUATION CRITERIA

The selection committee will evaluate each responsive proposal on how well it appears to be able to provide Construction Management /General Contractor (CMGC) services that are beneficial to the Project Management Team (PMT) based on the following criteria:

Evaluation Criterion	Maximum Points
Company and CM Team Qualifications	30
Applicability, relevance, and success of reference projects	15
Project Approach	15
Key Personnel Availability	10
Cost Management Approach and Cost Proposal	10
Risk Management Process	10
Performance Measures	5
Overall quality of proposal presented	5
Maximum Evaluation Points – Proposal	100

Exceptions to specifications or terms and conditions may result in submission being deemed non-responsive.

3. PRESENTATIONS

A second phase MAY be incorporated, in which the Committee will invite a limited number of contractors who received high scores during phase one, to provide an oral presentation. The evaluative score from the oral presentations will determine the top-rated contractor(s).

4. PROPOSAL FORMAT REQUIREMENTS

Written proposal should include the information in the format outlined below and be limited to no more than **twenty-five (25) pages**, excluding front and back cover pages, cover letter, personnel resumes, subcontractor resumes, schedules, required forms, table of contents page, detailed scope of work, and detailed fee proposal. Font size shall be size 11 or larger (including text within figures), and 11x17 pages are allowed and count as two pages. Information should be concise, without extraneous content. Refrain from submitting generic marketing materials, alternate and unapproved agreements, and any other information not requested.

All information should be contained in **one (1) pdf file**, with sections bookmarked. The file name should start with proposer's name, then the proposal number. Embedded links for required information are NOT acceptable. All information that proposers want evaluated must be contained in the pdf file.

To facilitate timely review by the City, each Proposal shall be divided into the following major sections:

A. Cover Letter

Describe firm's areas of expertise and other information that helps to characterize the firm. Acknowledge any exceptions to this RFP (please note that significant exceptions may make proposal unresponsive). Provide the name, title, address, e-mail, and telephone number of the primary contact.

B. Related Experience

Describe company's qualifications to perform the scope of work by addressing each of the items listed below:

1. Firm's Related Experience: State the firm's particular abilities, experience, and qualifications related to this project.
2. Results of Previous Projects: Provide information from at least three (3) projects of similar scope. Include at a minimum:
 - a. Owner name
 - b. Contact name
 - c. Phone number
 - d. Email address
 - e. Brief description of project
 - f. Status of project
 - g. Results of the project

The City reserves the right to contact the references provided in proposal without prior notification.

C. Key Personnel

1. Qualifications of Assigned Personnel: Provide the names and resumes of the key personnel that will be performing the proposed services. Explain how the key personnel were related to the projects cited as relevant past performance.
2. Qualifications of Subcontractors: List the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project. The City will contract solely with your company; therefore, subcontractors/partners remain your sole responsibility.

D. Understanding and Approach

1. **Project Understanding.** Provide a statement of project understanding which shall cover but not be limited to:
 - a. Understanding of the need of the project
 - b. Project challenges, pitfalls, and issues
 - c. Level of commitment the Consultant believes is necessary for this project
 - d. Description of the firm's ability to develop creative solutions utilizing previous projects that had similar challenges, pitfalls, and issues as examples.
2. **Project Approach.** Present proposed solutions that indicate that the firm has performed adequate planning to accomplish the tasks defined in the Scope of Work. Innovations, efficiencies, and detailed examples are encouraged. Describe recommended and/or alternative approaches to delivering owner's advisor services including but not limited to the following:
 - a. Describe the services / recommendations that firm proposes to provide as described by the Scope of Work in this RFP.
 - b. Describe any resources that your firm would use or provide.
 - c. Describe how you will assist the City in managing the program schedule, scope, and requirements as listed or identified in your proposal.
 - d. Describe how your team / individual can add value.
 - e. Describe how you will ensure strict compliance with the City's list of requirements and obtain quality control in materials and workmanship.
 - f. Identify and expand on your deliverables as a part of your services (i.e. conflict management, reports, etc.)
 - g. Explain what your typical work plan would be on a project of this complexity and scope.

The proposer shall identify the need for any outside specialty consultants.

The proposer shall disclose any potential or existing conflicts of interest. All contracted assigned personnel will be required to complete a Conflict-of-Interest Disclosure Affidavit affirming that the person has no conflict of interest with any of the organizations or personnel of the Project, Design, or Construction Team.

The proposer must agree to protect any gained proprietary information from unauthorized use or disclosure for as long as it remains proprietary.

E. Cost Proposal

The Cost Proposal shall include a detailed project cost breakdown of the following:

1. Pre-Construction Services – Phase I fee
2. GC Management Price Percentage (Fee) for Construction Services – Phase II
3. General Conditions Cost for Construction Services – Phase II

Reference Section VI - COST MANAGEMENT APPROACH in the following Scope of Work for further details.

STATEMENT OF WORK

OBJECTIVE:

The City of Arvada (City) is soliciting proposals from qualified contractors for Contractor Manager (CM)/General Contractor (GC) services for the City's Water Treatment Plant Replacement Project. Award of these CMGC services is intended to be made in multiple parts. CM/GC Preconstruction Services ("Phase I") will be awarded first. The awarded Contractor shall provide preconstruction phase Construction Management services and will have the opportunity to be the General Contractor for the construction phase ("Phase II") upon the successful negotiation of the Guaranteed Maximum Price (GMP). The City may terminate the Preconstruction Services Agreement at its convenience, effective upon the Contractor's receipt of notice from the City. **The construction phase work is not guaranteed and is dependent on a successful GMP negotiation and approval by the City Council.** The City is under no obligation to enter into any further agreement with the selected Phase I contractor, including an agreement for the construction/installation of the facility designed hereunder.

For Phase II, the awarded contractor will be required to submit a Performance and Payment Bond in the amount of 100% of the determined GMP, with Surety Company that is authorized to transact business in the State of Colorado.

BACKGROUND:

The City of Arvada owns and operates two treatment plants, the 36 MGD Ralston and 16 MGD Arvada Water Treatment Plants. Based on findings from the 2020 Water Treatment Master Plan, the Arvada Water Treatment Plant needs to be replaced, with 80% of the equipment at or well beyond useful life by 2030.

The Water Treatment Plant Replacement Project will provide the City with a replacement 18 MGD Water Treatment Plant by Winter 2029, with the ability to deliver water to the distribution system by Spring 2030. The replacement treatment plant will also be expandable to 27MGD. This project and timeline are necessary to continue to provide high quality water to the residents and visitors of the City of Arvada.

The City selected Jacobs Engineering to support the City in the Piloting and Process Selection of the replacement plant. The piloting was completed in December 2024, with process selection and detailed design beginning in early 2025. The 30% design review is anticipated in June 2025, 60% design review in January 2026, and 90% design review in July 2026.

In order to deliver raw water to the Replacement Treatment Plant (RTP) and connect the RTP to the finished water distribution network, two other CIP projects will be completed concurrently to the RTP: the Raw Water Infrastructure Package, likely including a pump station and pipelines from the Ralston and Arvada Reservoirs; and a Finished Water Infrastructure Package, likely including pipeline and pump station. These two projects will be separate design and construction packages and are anticipated to be design-bid-build delivery. The delineation of these projects is anticipated to be at the treatment plant. Both projects are anticipated to begin internal planning in Spring 2025, with detailed design in Fall 2025 and construction starting in Winter 2026. Both projects will be completed and ready for commissioning by Summer 2029.

The City is currently in the process of selecting an Owner's Advisor (OA) to assist with program management for all of the Replacement Treatment Plant projects. The awarded contractor of this solicitation will be required to coordinate with the OA as necessary throughout the project.

The City currently anticipates that the RTP project will not use any State or Federal Funding. However, these needs may change in the future.

I. GLOSSARY OF TERMS

Guaranteed Maximum Price (GMP): The maximum amount for which all Work required for each Construction Phase shall be accomplished (including the CM/GC Management Price Percentage).

CM/GC Preconstruction Services Fee: The maximum amount, as Time and Materials, to be paid by the Owner to the Contractor for work performed by the Contractor through the Design Phase, which is equal to the amount of the fees and costs for administrative work, overhead and profit, including, but not limited to, all resources needed to perform the duties described in the RFP.

CM/GC Management Price Percentage: The fee percentage to be applied to all long lead-time procurement GMP and construction equipment GMP proposals equal to the amount of profit, overhead, and construction general conditions.

Design Consultant: Jacobs Engineering Group and its team of subconsultants.

Fixed Limit of Construction Cost: The dollar amount available for the total cost for performance of all GMPs as designed or specified by the Owner.

Opinion of Probable Construction Cost (OPCC): The cost to complete the Work for a long lead-time procurement or a Construction Phase. This cost includes all labor, materials, equipment, bond premiums, and actual costs of procurement or construction that the Contractor will use for the duration of such long lead-time procurement or Construction Phase to complete the Work. Each OPCC shall be produced in an open book process throughout the Design Phase of the Project so that the Owner, and the Design Consultant can make accurate assumptions, calculate prices, and determine the amount of risk in the Project.

Owner: City of Arvada and/or its designee (Owner's Advisor)

Risk Register: A listing of risks and opportunities, risk assessments, and an evaluation of mitigation and responsibility for those risks.

Rough Order of Magnitude (ROM): An estimation of a project's level of effort and cost to complete. A ROM estimate takes place very early in a project's life cycle and is used to validate design decisions and decide between various design options.

II. SCOPE OF WORK

PHASE I

CMGC Preconstruction services for the construction of the Arvada Replacement Treatment Plant (Project)

This scope of work reflects an approach based on the known Project goals and risks. The final scope of work for the Project will evolve based on input and collaboration from various sources including the Owner, Consultants, Contractor, Developer, and stakeholders.

Contractor will partner with the Design Consultants, Owner's Advisor, and the Owner as a member of the integrated design team. The Contractor will provide input on the construction schedule, construction phasing, constructability, risk, and construction cost throughout the preconstruction phase of the Project.

Contractor shall coordinate with the parallel construction activities: the Raw Water and Finished Water projects. Coordination will occur during pre-construction and throughout construction and may include (non-inclusive list) meetings with Construction Management from parallel construction projects, providing schedule updates, tie-in points, and startup and commissioning coordination.

The Contractor's tasks during the preconstruction phase include, but are not limited to:

A. Design Review and Preconstruction Services:

1. Participate in a Project Kickoff and Information Meeting.
2. Thoroughly review all current plans, specifications, reports, diagrams, shop drawings, site conditions, utilities, and all other necessary project documentation to provide design validation from a construction expertise perspective.

3. Provide constructability and construction related feedback at interim milestone deliverables:
 - a. 30% Design
 - b. 60% Design
 - c. 90% Design
 - d. Provide a reconciliation list from the 100% design package.
4. The Design Consultant and Contractor shall independently calculate quantities for verification purposes of construction packages. Final quantities will be determined based on an analysis of Contractor and Design Consultant estimates.
5. Provide constructability input on all facets of the Project including, but not limited to:
 - a. Groundwater control and dewatering.
 - b. Crossing of existing utilities.
 - c. Maintaining compliance with all regulatory requirements throughout the project, particularly for work on/near the filters.
 - d. Maintaining service in the water treatment plant throughout service (minimal interruptions may be coordinated with Owner).
 - e. Schedule and sequencing constraints related to maintaining operation of the treatment plant.
 - f. Providing feedback on schedule and accelerated project construction spending.
6. Provide written reviews of reports and details/redlines of the Project plans and specification packages at Project milestones. Review comments should be related to constructability; clarifications; design plan and specification errors, omissions or conflicts; effect on schedule; effect on cost; or risk identification.
7. Work with Design team to make determinations if early procurement (long lead-time procurement (LLTP)) packages for materials are viable and cost effective, have the potential to reduce the construction schedule, and provide an overall benefit to the Project. Procurement of these materials may be by the Owner or Contractor ahead of construction.
8. Work with the design team to make determinations if early construction packages are viable, cost effective, have the potential to reduce the construction schedule and overall provide a benefit to the Project.
9. Provide feedback for appropriate level of plan detailing to complete construction.
10. Actively participate in discussions to study and recommend ideas for design options as it pertains to constructability, safety, innovation, value and quality.
11. Provide feedback on strategic locations for stockpiling and staging areas based on construction phasing, work areas, and construction packaging.
12. Feedback from design reviews should be provided within two weeks of a submittal. There will be other feedback on design during the course of the preconstruction phase that will also require response feedback in order to keep items moving.

B. Cost Estimating:

1. Ongoing Tasks

- a. To help inform decisions, the Contractor shall provide real-time rough order of magnitude (ROM) cost estimating as design concepts are being developed and evaluated throughout the CMGC process. This may include:
 - i. Evaluating means and methods of various construction techniques that may influence design solutions with considerations of cost and schedule impacts.
 - ii. Evaluating industry standard operating and maintenance costs to determine life-cycle costs.

2. Tasks at Milestones

- a. Provide construction cost estimates at milestones that include the following activities:
 - i. Item identification that is compatible with City of Arvada cost estimating, standards, and specifications.
 - ii. The Contractor shall submit an Opinion of Probable Construction Cost (OPCC) at 30%, and 60% milestones for each package. Additional OPCCs may be required at the request of the Owner if package complexity indicates an added benefit, or work is added to the Project. An additional OPCC may also be required before the GMP if the Project team agrees on its necessity before the GMP proposal request. Analysis should include availability of labor, equipment, and materials. To facilitate comparisons with cost estimates, both Contractor and subcontractors cost estimates will be included in an open book review. At the discretion of the City, the GMP may be separated into multiple GMPs in order to meet the City's schedule of the Replacement Treatment Plant start up and commissioning occurring in Fall 2029.
 - iii. The Owner may request the Contractor submit a GMP on early construction packages or for the procurement of long lead-time procurement items.
 - iv. The Contractor shall submit a GMP proposal at 60% Design.

b. Quantity reconciliation will be required with the Owner's Advisor, Design Consultant, and the Owner. This may include verification of means and methods between Owner and Design Consultant.

C. Schedule:

1. Participate in planning design and develop a construction schedule to meet the Project goals.
2. Provide continuous schedule validation for construction package schedules, overall Project schedule, and schedule analysis for impacts of concurrent construction packages (if proposed).
3. Prepare preliminary construction schedules and phasing alternatives at each preconstruction milestone to validate deadlines and help develop Project delivery strategies
4. Continually compare and validate construction schedules with OPCC.

D. Risk:

1. Lead quantitative and qualitative risk management discussions with the Project team to identify risks, develop mitigation strategies, and assign risk responsibility.
2. Set risk meeting frequency and prepare and update the Project Risk Register.
3. Collaborate with the Project Team to develop a Risk Management Plan, perform risk assessments, and prepare and update the Risk Register.

E. Meetings:

1. Participate in the Project CM/GC Kickoff Meeting, Project Milestone Review Workshops, GMP negotiations, recurring Project level status meetings (assume bi-weekly), and any other meetings throughout preconstruction as agreed upon.
2. The CM/GC Kickoff Meeting will cover at a minimum the following items:
 - a. Introduction to the Project, CM/GC partnering session, Project stakeholder engagement, roles and responsibilities identification. Subcontractors performing major and high-risk work items should be in attendance.
 - b. Team will review Project status, goals, objectives, funding, preliminary preconstruction schedule, etc.
 - c. Contractor to bring an Initial Schedule to review and at a minimum include the following milestones: 60%, 90%, design review meeting dates, cost model review meeting, and GMP negotiation dates.
 - d. Review scope of work and schedule for the potential early procurement / construction package(s).
 - e. Contractor to provide initial cost model and development of risk register for team to work with Contractor to continue development of Project risk table and plan.
 - f. Review of project documents completed by the Kickoff Meeting.
 - g. Set up Project Level Status Meeting frequencies and initiate working groups (if needed) for various elements of the Project, i.e., bridge working group.
 - h. Progress meetings may include project management meetings, design meetings, discipline/specialty meetings, stakeholder meetings, and public meetings.
 - i. Collaborate to establish a Project Document Control Plan.
 - j. Develop a Communication Plan and an Escalation Ladder.
 - k. Team may choose to visit Project site.
3. The Contractor should be prepared to participate in Value Engineering (VE) throughout the project, as well as at agreed upon milestones deliverables. At the VE workshop(s) the Contractor will coordinate estimating tasks; and bring in multidiscipline cost/construction experts to evaluate alternative designs, systems, and materials.
4. The Contractor will participate in Project Goals and Tracking Meetings to analyze how Project progress and decisions are aligning and tracking with Project goals. Items of focus include priorities, commitments, approach, scope, schedule (including long lead items, permits, ROW acquisition, phasing, etc.), risk, and cost reasonableness.

F. Deliverables:

The Contractor will develop and produce the following deliverables:

1. Subcontractor Selection Plan
2. Quality Control Plan

3. Material Sourcing Plan
4. Worker and Public Safety Plan
5. Risk Register and Risk Management Plan
6. Innovation Tracking and Performance Report
7. Procurement Review Report for each long lead-time procurement item, if required.
8. Provide monthly invoices and project reports to support payment of preconstruction CM services.
9. Provide a list and narrative of value-added items that the Contractor has contributed by performing this project under the CM/GC process prior to each GMP Proposal(s).
10. Opinions of Probable Construction Cost (OPCCs)
11. Guaranteed Maximum Price (GMP)

The Contractor shall ensure all environmental, safety, and permit commitments that are specified in the plans, specifications, and contract documents are implemented during construction if GMP proposals are accepted by the Owner.

II. REQUIRED AVAILABILITY OF KEY PERSONNEL

Listed Key Personnel in the Project Management Team/Contractor Capability section of Contractor's Proposal constitutes an agreement by the Contractor to make the personnel available to complete work on the contract at whatever level the Project requires. Modifications to the Contractor's Team or Key Individuals and other personnel listed in the Contractor's Project Management Team shall be approved by the Owner's Project Manager. If a Key Person is to leave the team, resumes for a minimum of three replacement candidates must be provided to the Owner's Project Manager for review and selection; the Owner reserves the right to interview the replacement candidate(s). Examples of possible justification for modification of the Key personnel include changes in employment status, bankruptcy, inability to perform, organizational conflict of interest, or other such significant cause.

In order to secure the Owner's approval prior to the contract, a written request shall be forwarded to the Owner's Project Manager. The request shall include a) the nature of the desired change, b) the reason for the desired change, and c) a statement of how the desired change will meet the required qualifications for the position/responsibility. No such modification will be made without prior written approval from the Owner's Project Manager.

III. COMPENSATION FOR CMGC PRECONSTRUCTION SERVICES

The Contractor shall provide a not to exceed fee with their proposal for CM/GC Preconstruction Services. Monthly payments will be paid per invoice as work progresses based on tasks performed with agreement of the Owner's Project Manager. Scope for these services is outlined in this RFP and includes but is not limited to deliverables, innovations, meetings, scheduling, cost estimating, and risk registers. If additional services are requested, additional fees will be negotiated to minimize Contractor and Owner risk, including but not limited to geotechnical investigations, survey, test sections, utility test holes, etc.

IV. CM/GC QUALIFICATIONS:

- A. Surety letter stating the bond ability up to \$220M for an individual project along with current and anticipated workloads.
- B. Contractor will have performed a minimum of one (1) CMGC projects valued at least \$220M in the last ten (10) years.
- C. Contractor will have performed a minimum of two (2) relevant treatment plant construction projects in the last twelve (12) years.
- D. Superintendent and project manager will have performed a minimum of one (1) relevant treatment plant construction project in the last ten (10) years.

V. SCHEDULE

Contractor shall provide a schedule in their proposal from 10% design to project completion. The Contractor shall identify risks to the schedule as well as concepts for mitigating the risk and/or maintaining the schedule. These risks shall be included in Contractor's Risk Register.

VI. COST MANAGEMENT APPROACH

1. Contractor shall provide a cost estimating form to be used to develop the GMP. The Contractor will clearly identify mark-ups, percentages, and potential cost savings and how those will be tracked throughout the project. The Contractor shall identify how costs will be managed such that the final price is within the GMP.
2. Submit a Cost Proposal inclusive of all costs to perform the Scope of Services outlined in this RFP. The Cost Proposal must be detailed by Task and include all labor hours and other direct costs. Identify all sub-consultant fees. Include estimated reimbursable expenses. Reimbursable expenses will be reimbursed at cost.
3. Submit a rate sheet identifying hourly rates for the proposed project team members. Fully Burdened Rates should include the base rate and direct labor multiplier, include both in the proposal. Contractor shall address (list and describe) their approach to construction fee and general conditions and include their fee rate sheet for all employees and equipment rental rates.
4. The Project Management Team will not maintain the overall budget and specific work hours to this project, time management responsibilities should be included in the proposal.
5. Additional Tasks being proposed should be included and identified as fee adders.
6. If negotiations for a final construction price and the schedule are not successful, the City reserves the right to advertise the Project for competitive bidding. In this case, the Contractor shall be compensated for its pre-construction services up to this point per the CMGC services contract and the Owner will have no further contractual obligations to the Contractor.

VII. RISK MANAGEMENT

Contractor shall discuss their risk management process including identification of risks, assignment of costs to the risks, probability of risks, and methods for reducing or eliminating risks. Please provide a sample risk assessment/risk register.

VIII. PROJECT APPROACH

PHASE II

Construction of the Arvada Replacement Treatment Plant

1. The CM/GC's services during the Construction Services Phase II shall include, but are not limited to, construction management, phasing, logistics, construction services, administration, field supervision, coordinating subcontractors, maintaining construction quality, meeting schedules, coordinating with parallel construction projects and City staff, and providing the general conditions work for the project.
2. The CM/GC shall identify all subcontractors/suppliers based on qualifications, work experience, capacity to complete the work on time. And their reputation of high performance. All subcontractors/suppliers shall be reviewed by the PMT to verify qualifications are met or exceeded. Generally, trade contracts shall be competitively bid. The CM/GC shall perform 25% of the work, unless PMT has requested that portion of the work be bid to ensure competitive costs.
3. The CM/GC shall implement and maintain a project controls system with full access to the project information by all project stakeholders. The CM/GC shall allow an "open book" policy and facilitate review of all Project contracts, records, accounting, and other documentation and information, in any form, to the City or persons designated by the City for auditing purposes.
4. Costs for construction services shall be inclusive for the construction project, including but not limited to construction management, phasing, logistics, construction services, general conditions, direct construction costs, and CM/GC management fee for construction.
5. The CM/GC shall be responsible for leading the team during the construction process. The CM/GC shall hold weekly construction progress meetings. The meetings shall include an overall project schedule, a minimum of a 3-Week lookahead schedule and recovery schedule (if needed) for fine tuning of scheduling

activities and for operational planning. The CM/GC shall prepare meeting minutes including action log and responsibilities, cost loaded scheduling management, submittal process, open issue logs, and tracking of critical path components.

6. The CM/GC shall maintain a safety program for the project. The CM/GC shall provide information of the performance of their safety program over the past 24 months.

End of Section

CONTRACTOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: _____

Contact Names: Sales/Customer Service _____

Address: _____

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

The undersigned hereby affirms that:

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

By: _____
Signature of Authorized Agent Date FEIN

Typed/Printed Name of Agent Title of Agent Agent email

Type of Business: Corporation, State of Incorporation _____ Partnership (general)
Partnership (limited) Sole Proprietorship Limited Liability Company Other _____

Address of main business office, principal factory, or warehouse if different from above:

Principal line of business: _____

Number of years in present business: _____

REFERENCES:

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

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

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

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

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

References continued:

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

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

PAYMENT TERMS: If the Contractor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

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

SUBMITTAL CHECKLIST:

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

- ☐ Submit **one (1)** pdf document, unless instructed to include Excel file of Bid Schedule, on-line at BidnetDirect.com
(File Name: Company name – Solicitation number)
- ☐ Cover & Executive Summary
- ☐ Details of Proposal as Required in Statement of Work
- ☐ Details of Qualifications as Required in Statement of Work
- ☐ Cost Proposal
- ☐ Surety Letter stating bond ability – per section IV -A page15
- ☐ Submit completed, signed Required Vendor Submittal Form, Performance Measures (if applicable), and any other attachments requested.
- ☐ Attach Firm's licensing or certifications, if applicable.

CONFIRM:

- ☐ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☐ VARIATIONS: Checking this box indicates that the Contractor has variations to this solicitation. Identify all variations and exceptions to this solicitation on a separate sheet/s of paper. If variations are not stated in the Contractor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation. For each variation listed, reference the applicable section of the solicitation document, the page number, and the variance. Submittal of a Contractor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed as a variation.
- ☐ Initial to acknowledge receipt Addenda, if any:

#1 _____ #2 _____ #3 _____

CONTRACTOR NAME: _____

SOLICITATION #25-UTS-016 CMGC for WTP Replacement Project

PERFORMANCE MEASURES FORM INSTRUCTIONS:

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

1. Contractor will define 1-2 measures for (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation, that follow S.M.A.R.T goals: Specific, Measurable, Achievable, Relevant, and Timely, per category.
2. The awarded Contractor will be evaluated by the City per these defined metrics 2 months prior to contract renewal. The department will review with the vendor any measures needing improvement.

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

(a) Price/Cost

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

1. _____
2. _____

(b) Punctuality/Responsiveness

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

1. _____
2. _____

(c) Quality/Reliability

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

1. _____
2. _____

(d) Sustainability and/or Innovation

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

1. _____
2. _____

Performance measures will be queried for every year of the contract. Performance measures reporting will be considered when renewing or awarding a contract with a vendor.



CITY OF ARVADA

PURCHASING DIVISION
FACSIMILE: 720-898-7098 ▲ TDD: 720-898-7869
PHONE: 720-898-7099

REQUEST FOR PROPOSAL- ADDENDUM No. 1

Proposal #: 25-UTS-016
Title: CMCG for WTP Replacement Project
Addendum #: 1
Today's Date: 02/24/2025
Proposals Due By: **03/04/2025 - 2:00 PM** MDT (NO CHANGE)

Solicitation and all related addenda and communications are available at WWW.BIDNETDIRECT.COM

The following clarifications and information are provided to be incorporated into the Request for Proposal. All other information shall remain unchanged.

Attached is the following:

1. **City Responses to Q&A from BidNet and pre-proposal meeting.**
2. **Updated Language for the glossary of terms from the RFP. Definitions for "GC Management Price Percentage (Fee)" and "Generals Conditions (GCs) Cost for Construction Services (Percentage Fee)" were updated.**
3. **CM/GC Construction General Conditions Cost Clarification. Provides additional guidance for what is to be included in the General Conditions Percentage Fee.**
4. **CM/GC Commissioning Guidance. Provides additional guidance for startup up and commissioning requirements during construction.**
5. **The current process flow diagram from preliminary design. This is subject to change as the design progresses.**
6. **Attendance Sign-in Sheet from the Pre-Proposal Meeting. This meeting was mandatory in order to submit a proposal. Proposals sent by non-attendee's will not be evaluated/accepted.**

QUESTIONS & ANSWERS

RFP 25-UTS-016 CMGC - WTP Replacement Project

Number	Question	Answer
1	The “Administrative Information - Section 4 Proposal Format Requirements” on page 8 & 9 does not match the “Submittal Checklist” provided on page 18. Can you please confirm all items under “Section 4 Proposal Format Requirements” are intended for the CM/GC RFP? Example: Related Experience and Key Personnel are not broken out into separate sections on the Submittal Checklist as required in Section 4 Proposal Requirements.	Section 4 format on Page 8 & 9 are what is required. Thank you
2	Item 4.E.2 calls for: “GC Management Price Percentage (Fee) for Construction Service – Phase II”, as “Fee” this is assumed to comprise simply of overhead and profit. Section I – Glossary of Terms, clarifies that this should also include “construction general conditions” which is called out in item 4.E.3. Please confirm percentage should include all (3) - overhead, profit and GC’s.	See attached, updated Glossary of Terms. The “GC Management Price Percentage (Fee)” shall only include profit. The proposed fee percentage for Construction General Conditions shall be submitted separately as required by item 4.E.3, and will include construction general conditions and overhead. Further guidance for what is to be included in this fee percentage is attached. (Updated Language for Glossary of Terms) (General Conditions Cost Clarification)
3	Preproposal meeting Q1 - What type of cost should be included in the General Conditions Items?	See the response to Question #2 and attachment. (General Conditions Cost Clarification)
4	Preproposal Meeting Q2 - For the commissioning will there be a deliverable during phase 2? Commissioning plan	See attached CM/GC requirements during commissioning. (CMGC Commissioning Guidance)
5	Will the City provide a process flow diagram at this point in design?	See attached (Process Flow Diagram)

I. GLOSSARY OF TERMS

Guaranteed Maximum Price (GMP): The maximum amount for which all Work required for each Construction Phase shall be accomplished (including the CM/GC Management Price Percentage).

CM/GC Preconstruction Services Fee: The maximum amount, as Time and Materials, to be paid by the Owner to the Contractor for work performed by the Contractor through the Design Phase, which is equal to the amount of the fees and costs for administrative work, overhead and profit, including, but not limited to, all resources needed to perform the duties described in the RFP.

GC Management Price Percentage (Fee): The fee percentage to be applied to all GMPs that shall encompass the CM/GC's profit.

General Conditions (GCs) Cost for Construction Services (Percentage Fee): The fee percentage to be applied to all GMPs that shall encompass the costs of all construction general conditions and overhead. The list of what is to be included within the Construction GCs percentage is provided as an attachment with Addendum #1.

Design Consultant: Jacobs Engineering Group and its team of subconsultants.

Fixed Limit of Construction Cost: The dollar amount available for the total cost for performance of all GMPs as designed or specified by the Owner.

Opinion of Probable Construction Cost (OPCC): The cost to complete the Work for a long lead-time procurement or a Construction Phase. This cost includes all labor, materials, equipment, bond premiums, and actual costs of procurement or construction that the Contractor will use for the duration of such long lead-time procurement or Construction Phase to complete the Work. Each OPCC shall be produced in an open book process throughout the Design Phase of the Project so that the Owner, and the Design Consultant can make accurate assumptions, calculate prices, and determine the amount of risk in the Project.

Owner: City of Arvada and/or its designee (Owner's Advisor)

Risk Register: A listing of risks and opportunities, risk assessments, and an evaluation of mitigation and responsibility for those risks.

Rough Order of Magnitude (ROM): An estimation of a project's level of effort and cost to complete. A ROM estimate takes place very early in a project's life cycle and is used to validate design decisions and decide between various design options.

CM/GC Construction General Conditions Cost Clarification

The General Conditions Cost for Construction Services Percentage Fee encompasses all activities, items, and components not directly incorporated into the Work or related to GMP proposals for long lead-time procurement and construction equipment. The proposing contractor shall clearly indicate any variations between their proposed Construction General Conditions Fee and what is included in the list below. The General Conditions Cost shall include, but is not limited to, the following:

- Wages or salaries of project management, supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work
- Wages or salaries of personnel stationed at principal or branch offices
- The cost of relocation, travel, accommodations, and meals for CMGC personnel
- Costs and expenses incurred in establishing, operating, and demobilizing the Site offices for CMGC team (including Owner, Design Consultant, and Owner's Advisor), including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone, radio, and internet equipment and service, office computers, software, and maintenance photocopying/scanning, office supplies, and petty cash expenses
- Premiums for required insurance and bonds
- Accounting and data processing costs related to the Work
- Procurement management and administration
- Quality engineering, training, management, and administration
- Document control including clerical and secretarial support
- All field and Site overhead costs and the cost of supervision of the Work, including
 - Scheduling expenses and job meeting expenses
 - Job travel, including vehicles and their associated maintenance, repair, fuel, and insurance costs
 - Temporary parking and laydown areas
 - Storage facilities, both on and off site, as appropriate
 - Tools and tool storage (including small tools purchases and tool rentals)
 - Cell phones, two-way radios, and tablets
 - Surveying equipment and supplies
 - Project specific signage (including all safety and warning signs)
 - Reference manuals
 - Employee identification system
 - Business licenses and fees
 - Facilities for drinking water (including ice, cups, potable water dispensers), and sanitation to support field offices
 - Installation, periodic inspection, and removal of temporary sanitary systems, including usage and distribution costs (plus any and all costs for pumping, hauling, and cleaning of temporary toilet facilities)
 - Janitorial services for all temporary project facilities including the CMGC team's (including Owner, Design Consultant, and Owner's Advisor) temporary project site offices

- Installation, periodic inspection, and removal of temporary electrical power, including that required for the construction of the project and to adequately supply all temporary offices. The CMGC shall provide any transformers, switches or equipment required by the service provider to initiate service to the project site, plus all usage and temporary distribution costs. The CMGC shall be responsible for temporary electrical service through the date of beneficial occupancy of the facility by the Owner.
- Fire protection (including fire extinguishers), site security (including security systems and monthly charges for all project offices), power generation, communications, site lighting, and appropriate lighting for temporary facilities
- Traffic control and associated equipment rental
- Temporary weather protection facilities including winterization and other related undertakings as required to mitigate any adverse impacts to the schedule from the effects of weather
- Snow removal equipment, materials, and associated labor costs
- Fencing, barricades, partitions, and protected walkways
- Site erosion control and BMPs
- Costs for maintaining a clean and orderly Project Site (including inside structures/buildings) to the satisfaction of the Owner through the Project duration, which includes daily site and road cleanup and dumpster rentals/ trash removal, cleanup at Substantial Completion, and cleanup at Final Completion
- Costs for developing and maintaining the Health and Safety Program including training and orientation training, management, and administration, along with all required safety equipment and materials (plus costs for any incentive related safety awards)
- Costs to visually document Project progress using drones, photographs and videos. The City may request that this includes a time-lapse video for the duration of the project.
- Costs to maintain and manage a project specific website or database for managing project documentation, submittals, RFIs, and other files that will need to be shared between the Owner, Design Consultant, and Owner's Advisor).

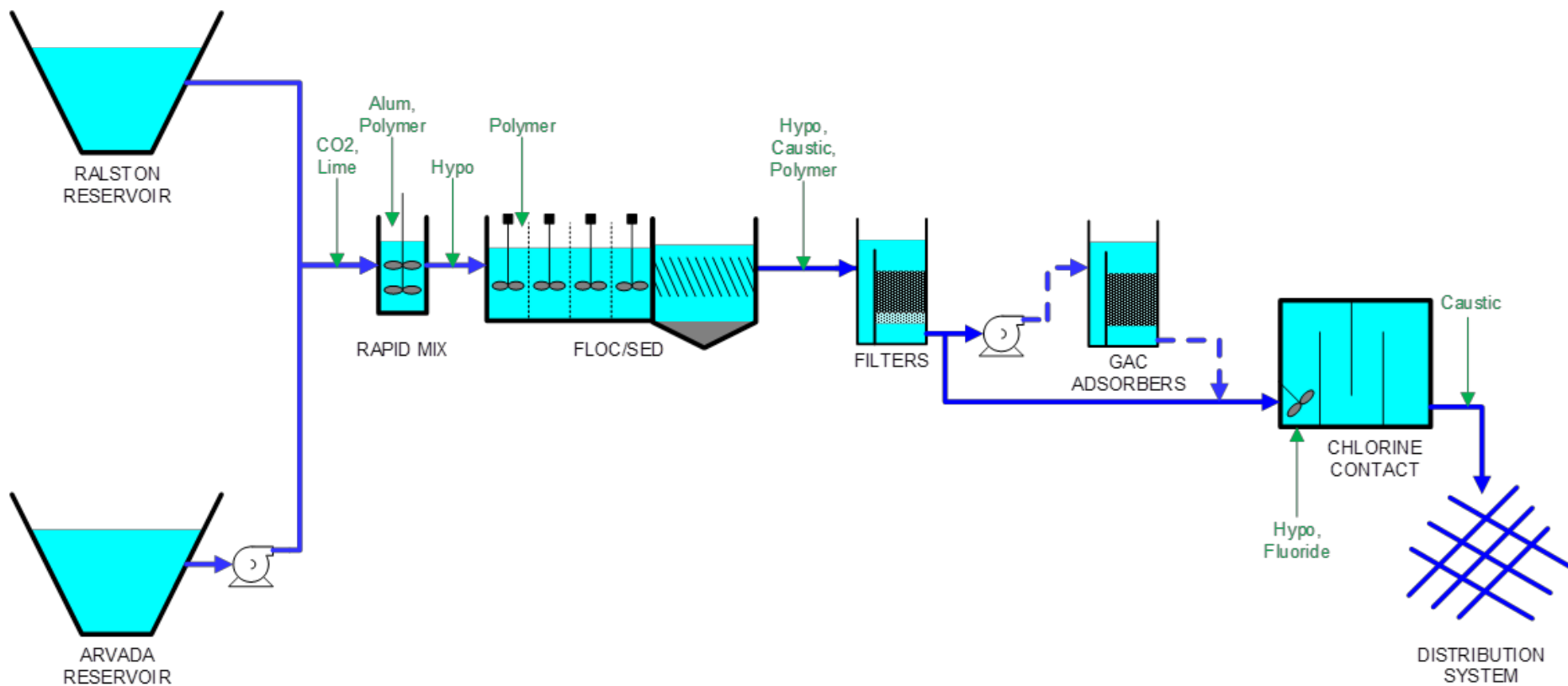
CM/GC Commissioning Guidance

Generally, startup services include pre-commissioning and commissioning activities, manufacturer's services, certifications of readiness for testing, and troubleshooting, checkout, and shakedown activities. Pre-commissioning involves balancing, adjustments, calibration, loop checks, and loop validation and shall simulate shutdown conditions, failure conditions, power fail and restart, bypass conditions, and failure resets. Commissioning is the verification that the complete WORK functions on an extended basis in full conformance with the Contract requirements. Specific startup and commissioning requirements will be defined during detailed design.

Prior to start-up the CM/GC shall develop a Commissioning and Start-up Plan describing detailed testing processes and procedures, necessary to demonstrate the ability of the plant to meet the Performance Requirements defined in the 100% design package. The Commissioning and Start-up Plan should address, at a minimum, four phases as follows:

1. Hydrostatic Testing
 - Test all water containing structures to verify there are no leaks
 - Pressure tests all pipes and vessels to verify there are no leaks
2. Dry Testing
 - Test the plant to the extent possible before introducing flows.
 - Verify dimensional, alignment, piping connections and electrical connections and equipment and control system functionality.
 - Obtain the assistance of the supplier's representatives to demonstrate that the equipment is properly installed.
3. Wet Testing
 - Operate equipment for a short period, either individually or as complete sub-systems or systems, as appropriate.
 - Verify local controls by cycling the equipment through several start-stop operations and modulating its output, or a combination thereof.
 - Check operating parameters such as temperature, pressure, voltage, vibration, and other applicable parameters to ensure they are consistent with the Contract Documents and the supplier's recommended limits.
4. Performance Testing
 - Support Owner operating staff during a performance testing period by providing onsite staff to address equipment failures or other issues identified with the Work.
 - Schedule and coordinate manufacturer or supplier personnel visits to the site to quickly investigate and correct equipment or other items that are not functioning correctly.

Designate a representative (approved by the Owner) who has the authority to act in matters relating to startup and commissioning with experience in testing large facilities. Sequence, schedule, and execute corresponding activities in accordance with the Commissioning and Start-up Plan. Testing processes and procedures and all other requirements of the Commissioning and Start-up Plan shall be conducted so that the Owner, or Design Consultant or Owner's Advisor if so directed, can review and confirm compliance with tests, performance standards, and other requirements of the Contract Documents.



PRE-BID MEETING ATTENDANCE SHEET

Bid # RFP 25-UTAS-016

Meeting Date/Time: 2/12/2025 9 am

Facilitator:

Place: Arvada City Hall – Anne Campbell Room

Company	Representative Name	Phone	E-Mail	Signature
Jacobs	BILL CARTER	720-286-5143	william.carter@jacobs.com	Bright
COA	Brian Wynn	720-898-7622	bwynn@arvada.org	Brian Wynn
COA	Bill Stuart	303-994-4418	BStuart@Arvada.org	Bill Stuart
COA	Jane Ritchie	720-290-7743	jritchie@arvada.org	J Ritchie
Platina Incorporated	Ian Dickinson	403-999-2840	idickinson@platinainc.com	Ian Dickinson
HENSEL PHELPS	BRIAN PENNER	512.844.8692	bpenner@henselphelps.com	Brian Penner
HENSEL PHELPS	CHAD OELTJENBRUNS	970.567.0156	ceo@henselphelps.com	Chad Oeltjenbruns
Myers + Sons	Mark Osterfag	403.700.1730	mosterfag@myers-sons.com	Mark Osterfag
FGR CONSULT	GUNTER RITTER	515 323 1242	G.RITTER@fgrconsult.com	Gunter Ritter
COA	Mary Stan	720.460.7602	mstan@arvada.org	Mary Stan

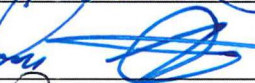
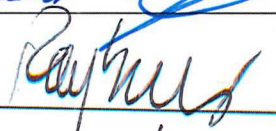
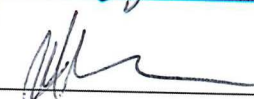
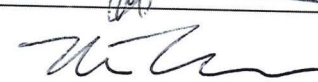
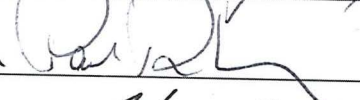
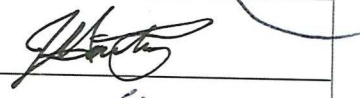
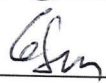
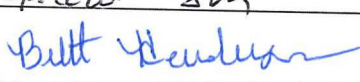
PRE-BID MEETING ATTENDANCE SHEET

Bid # RFP 25-UTAS-016

Meeting Date/Time: 2/12/2025 9 am

Facilitator:

Place: Arvada City Hall – Anne Campbell Room

Company	Representative Name	Phone	E-Mail	Signature
PCL Construction	Jessie Farmer	(720) 682-9371	jfarmer@pcl.com	
PCL Construction	Jamie Safulko	(303) 550-8421	j1safulko@pcl.com	
PCL	SEAN HEWLETT	720-876-7587	shewlett@pcl.com	
PCL	Ray Bolter	720-614-8142	rbolter@pcl.com	
GARNEY	MATT WAMPLEN	720-339-5973	MWAMPLEN@GARNEY.COM	
Garney	Nick Campbell	303-482-5347	ncampbell@garney.com	
Garney	Michael Huff	720-273-9269	mhuff@garney.com	
THALLE	Paul DiMeo	919-909-8507	pdiimeo@thalle.com	
Flatiron	Joe Houtz	303.475.9701	jhoutz@flatironcorp.com	
FLATIRON	Greg Smith	808-635-6544	Gsmith@Flatironcorp.com	
Haskell	Brett Henderson	720-464-4970	Brett.Henderson@haskell.com	



CITY OF ARVADA

PURCHASING DIVISION
FACSIMILE: 720-898-7098 ▲ TDD: 720-898-7869
PHONE: 720-898-7099

REQUEST FOR PROPOSAL- ADDENDUM No. TWO

Proposal #: 24-UTS-016
Title: CMGC for WTP Replacement Project
Addendum #: **TWO**
Today's Date: 02/26/2025
Proposals Due By: 03/11/2025 - **2:00 PM** MDT (NO CHANGE)

Solicitation and all related addenda and communications are available at WWW.BIDNETDIRECT.COM

The following clarifications are provided to be incorporated into the Request for Proposal
All other information shall remain unchanged.

1. Question/Answer

Questions & Answers - 1

Solicitation 25-UTS-016 - Contractor Manager/General Contractor -Water Treatment Plant Replacement Project
Buying Organization City of Arvada

No	Question/Answer	Question Date
Q6	Question: Clarification of Proposal Format I am seeking clarification regarding Addendum 1 for the WTP Replacement RFP 25-UTS-016. The response to question 1 indicates that we should follow the Section 4 format on Pages 8 and 9. However, based on the attached screenshot, Section D.2 seems to require CM/GC to include items related to owner's advisor services, not typical CM/GC services. Could you please advise if there is an updated list or guidance specific to the CM/GC scope? This will help us tailor our proposal more accurately. Answer: Please see this update: D. Understanding and Approach 1.Project Approach. Present proposed solutions that indicate that the firm has performed adequate planning to accomplish the tasks defined in the Scope of Work. Innovations, efficiencies, and detailed examples are encouraged. Describe recommended and/or alternative approaches to delivering CM/GC Pre Construction and Construction Phase Services including but not limited to the following: a.Describe the services / recommendations that contractor proposes to provide as described by the Scope of Work in this RFP. b.Describe any resources that your firm would use or provide. c.Describe how you will assist the City in managing the project schedule, scope, and requirements as listed or identified in your proposal. d.Describe how your team can add value. e.Describe how you will ensure strict compliance with the City's list of requirements and obtain quality control in materials and workmanship. f.Identify and expand on your deliverables as a part of your services as required by the scope. g.Explain what your typical work plan would be on a project of this complexity and scope. The proposer shall identify the need for any outside contractors or joint ventures.	02/26/2025

Insurance Requirements

(as amended by agreement of the Parties)

Water Treatment Plant Replacement Project
(Project No. 23-WA-70)

A Construction Management/General Contractor
(CM/GC) Agreement By and Between the City of Arvada and
Garney Companies, Inc. for the Water Treatment Plant
Replacement Project, Awarding Phase I Services Only, In an
Amount Not to Exceed \$1,200,512.00

(Cost Plus Fee with a Guaranteed Maximum Price)

INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by Contractor for the entirety of the contract and through the applicable statutes of limitation including but not limited to the statute of repose, at its own cost.

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 all premises and operations liability, bodily liability, personal liability, blanket contractual, broad form property damage, products and completed operations, independent contractors, and personal injury endorsements (including coverage for contractual and employee acts). The insurance shall include contractual liability coverage sufficient to meet the requirements of this Subcontract Agreement (including defense costs and attorney's fees assumed under the contract, which shall be payable in addition to the limit of liability.). No separation of insured exclusions. No exclusions for "third-party action over" or other similar restriction of coverage applicable to claims brought against others by an employee of Contractor or its subcontractors. No damage to Work performed by subcontractors exclusion.
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. Note: Independent contractors that do not carry workers' compensation are required to complete an independent contractor's waiver form prior to being on site.
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. If hauling of hazardous waste is part of the Work, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).
4. **Umbrella Liability**. Insurance for bodily injury and property damage liability must sit over Contractor's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of not less than: \$50,000,000. All coverages and terms required under the Commercial General Liability, Automobile Liability and Employer's Liability must be included on the

Excess/Umbrella Liability policy. Higher or lower limits may be required or accepted by Arvada. Contractor's Excess/Umbrella Liability Policy shall provide liability coverage, subject to the terms and conditions of the policy, in excess of all available underlying coverage before any primary or excess coverage held by any additional insured.

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. Unless this obligation is placed on Arvada pursuant mutual written agreement by and between Contractor and Arvada, The Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Work is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Work on a replacement cost basis. The Contractor's property insurance coverage shall be no less than the amount of the initial contract sum, plus the value of subsequent modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until substantial completion, unless otherwise provided in the contract documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Arvada, Contractor, any of Contractor's subcontractor, and their sub-subcontractors in the Work as insureds. This insurance shall include the interests of mortgagees as loss payees. The insurance required by this Section shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. The insurance required by this Section shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the architect's and Arvada's services and expenses required as a result of such insured loss, including claim preparation expenses. If the insurance required by this Section is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions.
6. **Installation Floater:** If required by Arvada or not covered by any

Builders Risk insurance, Contractor shall obtain an Installation Floater to cover that portion of the Work to be constructed, installed, altered, or repaired by Contractor. If Arvada, or other party as required by the Agreement, have a financial interest, those parties shall be listed as a loss payee.

7. **Property Insurance:** Contractor shall maintain at its sole cost and expense insurance to protect its own equipment, tools, materials and personal or borrowed property brought on-site against risk of loss with sufficient limits to cover the value of all of the equipment, tools and materials Contractor may use in performance of the Work. Contractor is solely responsible for any deductibles, self-insured retentions or uninsured losses for any reason arising out of Subcontractor's obligations of this Section. Coverage shall include equipment leased/borrowed/rented by Contractor.
8. **Professional Liability** insurance in an amount of not less than \$1,000,000 per occurrence with a maximum deductible of \$25,000 to be paid by Subcontractor, covering the professional work contemplated under this proposal. Contractor and all subcontractor providing professional services shall provide and maintain Professional Liability Insurance coverage. The policy coverage shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the scope of Work. The Contractors and subcontractors shall maintain for the statute of repose, following completion of the Work. Any erosion of insurance limits required will be reinstated to the required amounts prior to commencing the contracted Work and if during the contracted period claims are made against the professional's policy the necessary reduction of available limits will be repurchased to the contractually required amounts.
9. **Pollution Legal Liability Insurance.** If Contractor or subcontractors are performing Work which includes any pollution liability exposure, Contractor and all applicable subcontractors must provide and maintain a separate Pollution Liability Insurance policy. Pollution Liability policy must include contractual liability coverage aligned with indemnification obligation of this Agreement. Insurance in the amount of not less than:
 - a. \$1,000,000 each occurrence and aggregate with maximum deductible of \$25,000 to be paid by the Contractor.
 - b. Unless otherwise determined acceptable by Arvada. The policy shall cover the liability of the Contractor/subcontractor during the process of construction, removal, storage, encapsulation, transport and disposal of hazardous waste and contaminated soil and or asbestos abatement. The policy shall include

coverage for on-site and off-site bodily injury and loss of damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental, including no exclusion for mold or asbestos. The policy shall also include defense and clean-up costs.

- c. The Contractor and subcontractor shall maintain pollution liability coverage for the statute of repose following completion of the Work. The coverage shall be maintained annually, following completion, for the statute of repose.

- 10. **Privacy/Network/Cyber Liability Insurance** for limits not less than \$1,000,000 combined single limit to cover civil, regulatory and statutory damages, contractual damage, as well as 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 confidential information of Arvada or Arvada clients. The above requirements for Cyber/Network Security and Privacy Liability and Professional (Technology) Errors & Omissions can be met by separate policies or a combination of these coverages under one policy form with minimum limits \$3,000,000 each occurrence and in the aggregate.

Additional Insurance Requirements:

- Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, during the term of any extension or amendment of the Agreement and through the statute of repose, insurance reasonably sufficient to insure against the liability assumed by Contractor pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.
- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents/certificates of insurance. Certificates of Insurance evidencing the coverages described herein shall be submitted on ACORD form 25 prior to commencing services. Work shall not commence before this requirement is met. If the contractor fails to submit the required insurance documents within fifteen (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, and Professional Liability insurance, the City of Arvada must be endorsed as an additional insured on a Certificate of Insurance (and/or as loss payees to the extent applicable). The General Liability additional insured endorsement shall include both ongoing and completed operations and shall provide that any person or organization that Contractor is required to add as an Additional Insured under the contract or agreement shall be included as an Additional Insured (CG 20 38 04 13 or its equivalent). The additional insured endorsement shall not limit the exception to the exclusion for "damage to your work"-coverage shall include coverage for damage to the work itself for completed operations performed by Sub-Contractor.
- All coverage must be written with carriers holding a minimum A.M. Best rating of A-:VII, and authorized to do business in Colorado. Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.
- The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.
- Waiver of Subrogation: The Contractor will require all insurance policies in any way related to the Work and secured and maintained by the Contractor to include clauses stating each underwriter will waive all rights of recovery under subrogation or otherwise, against Indemnified Parties and any other parties as required by Arvada. The Contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- Within seven days after receiving insurer's notice of cancellation or reduction in coverage, Contractor, or its insurance broker, shall notify the City. In either such case, Contractors shall promptly obtain and submit proof of substitute insurance complying with the Arvada's insurance requirements.
- The 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.
- Failure of the Contractor to fully comply with these requirements during the term of the Agreement may be considered a material breach of contract and may be cause for immediate termination of the Agreement at the option of the Arvada.

Contractors Response

Water Treatment Plant Replacement Project
(Project No. 23-WA-70)

A Construction Management/General Contractor
(CM/GC) Agreement By and Between the City of Arvada and
Garney Companies, Inc. for the Water Treatment Plant
Replacement Project, Awarding Phase I Services Only, In an
Amount Not to Exceed \$1,200,512.00

(Cost Plus Fee with a Guaranteed Maximum Price)

ELECTRONIC



PROPOSAL #: 25-UTS-016

CITY OF ARVADA CM/GC FOR WATER TREATMENT PLANT REPLACEMENT PROJECT

**SUBMITTED TO:
CITY OF ARVADA**

**SUBMITTED BY:
GARNEY COMPANIES, INC.**

345 Inverness Drive S., Bldg. B, Suite 205
Englewood, CO 80112



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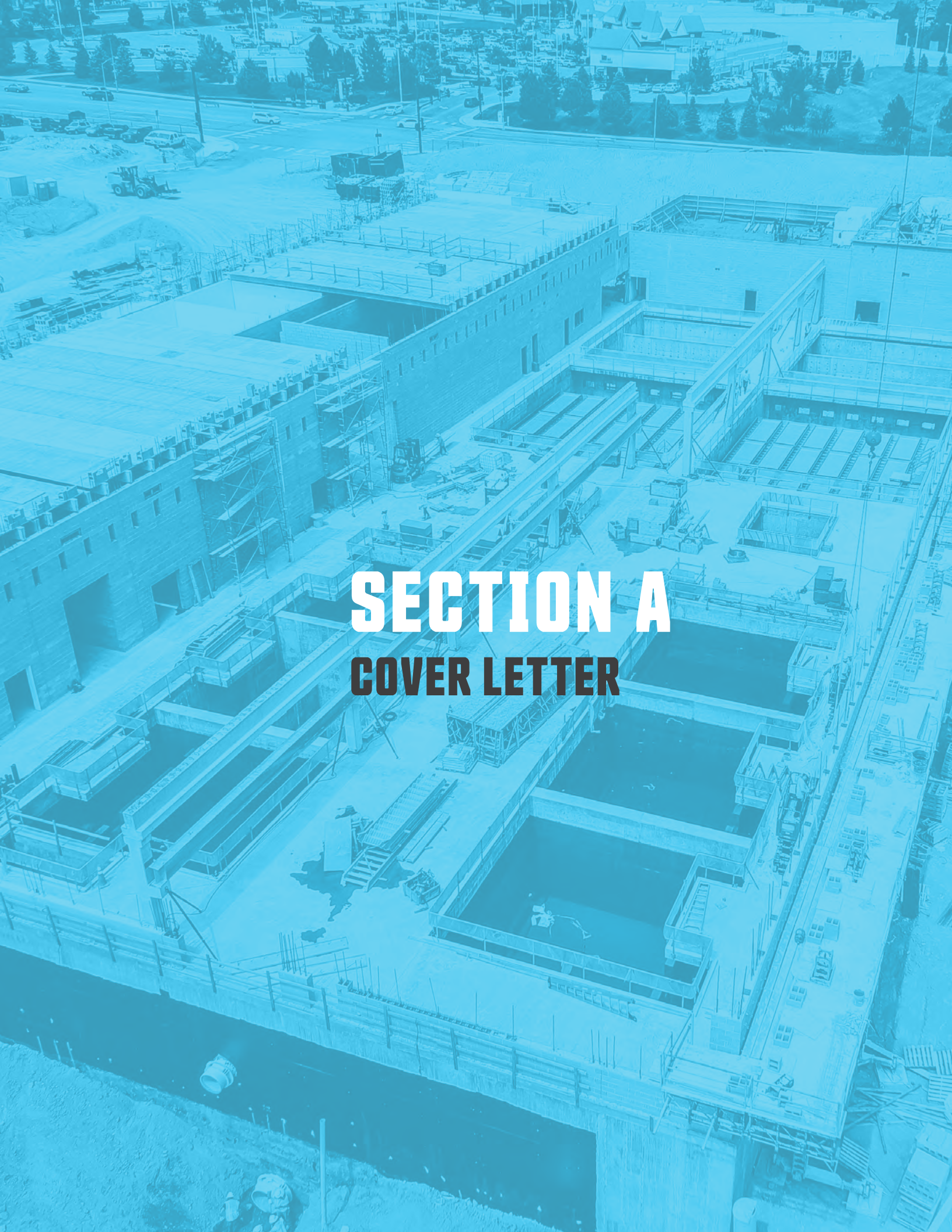
APPENDIX

A. Resumes

B. Contractor Submittal Form and Certifications

C. Preliminary Schedule

D. Surety Letter



SECTION A

COVER LETTER

COVER LETTER

MARCH 4, 2025



CITY OF ARVADA

CM/GC FOR WATER TREATMENT PLANT REPLACEMENT PROJECT

Dear Selection Committee Members,

To continue to provide high quality water to the residents and visitors of Arvada, the City of Arvada (the City) needs a CM/GC that has specialized knowledge and experience building and replacing water treatment plants (WTP) and who knows how to combat the challenges associated with a project of this size and nature. **Garney Companies, Inc. (Garney) is that CM/GC.** We will bring our extensive and diverse water infrastructure knowledge coupled with our experience constructing projects on existing sites, assisting owners with planning for future expansions, and start-up and commissioning.

With our local team, experience, proactive approach to accelerating your schedule, and including your operators in every decision, Garney has the resources needed to complete your project while keeping collaboration a top priority. **With Garney as your CM/GC you will receive:**

COST & SCHEDULE CERTAINTY

We know that it is crucial for the WTP replacement to be completed by winter of 2029. In order to meet your schedule, we have created a preliminary schedule with critical milestones that will ensure we meet the completion date.

We have identified schedule and cost saving ideas, including early procurement of electrical equipment and have included a preliminary schedule in Appendix C showcasing how we will complete your project early.

A LOCAL TEAM OF EXPERTS

Garney has more local resources than any other general contractor and has the ability to self-perform up to 75% of this project.

This means the economic impact of this project will stay local and it will be built by people who benefit from the project.

Senior Project Manager, Stephen Hagy and Superintendent, Brad Krier are currently finishing up the Brighton WTP Improvements CMAR project and **will bring countless lessons learned to drive the success of this project.**

UNMATCHED CM/GC EXPERIENCE

We have built 90 large-scale WTP CMAR projects, backed by a resume of 267 WTP projects across the nation, including 17 WTP projects with Jacobs.

We will work closely with the City and Jacobs, while keeping the City in the driver's seat to ensure you get the project you need and desire. **We have a proven track record of being a trusted partner, always holding true to our word, and delivering projects on-schedule and within budget, every time.**

In a follow-up letter to the editor of the Loveland Reporter-Herald newspaper, regarding Garney's performance on the Loveland Wastewater Treatment Plant Improvements (CMAR)"...an industry is delivering on its promises to its government partner by *meeting its commitments of deliverables, quality, schedule, and budget.* We need more examples like this (Garney) from the private sector of *being a good partner* and not just focused on giving a better financial return to its stockholders. *Hats off to Garney...*"

WITHIN OUR PROPOSAL YOU WILL FIND:

A local, collaborative team who has completed **more WTP projects throughout Colorado than any other team and who has ample local resources**

An open and transparent estimating process that allows the City to fully understand and see every cost related item associated with this project

A team led by **Stephen Hagy, Heidi Wagner, Nick Campbell, and Brad Krier**, who have extensive WTP experience and who will listen to and collaborate with your team

A focused plan to implement all **testing, start-up, and commissioning** procedures and proper training for operators with our **Class A Operator, Jefferson Lewis**

The depth of our team's **CM/GC expertise** to partner with the City and Jacobs throughout this process

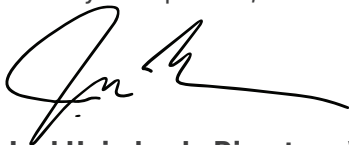
Seamless transition from preconstruction through start-up and warranty with **continuous leadership** from Stephen Hagy

Proven experience bringing **innovative constructability efficiencies and value engineering (VE)** to every collaborative delivery project we complete

A team with **local CM/GC experience, including 87 WTP projects throughout Colorado**

Our local team is committed and dedicated to collaborating with the City and Jacobs on this exciting journey to replace the WTP. We are humbled at the opportunity to be a part of this project and look forward to **delivering a successful project as a team.**

Respectfully Submitted,
Garney Companies, Inc.



Joel Heimbeck, Director - West Plant and Main Point of Contact

345 Inverness Drive S., Bldg. B, Suite 205
Englewood, CO 80112
303.725.8456 | jheimbeck@garney.com

**We have received and acknowledge addendum #1 and #2.*

Exceptions to the RFP: Based on our experience, the \$220M Umbrella Liability listed under Insurance Requirements is substantially higher than typical coverage for a project of this size. Garney will work with the City to establish an appropriate limit for this policy once the project is awarded. A customary umbrella limit for a project of this magnitude is typically \$15M.

SCAN HERE

FOR LOCAL PLANT OPERATOR TESTIMONIAL
EXPERIENCES WORKING WITH GARNEY AND
START-UP MANAGER, JEFFERSON LEWIS.



COMMITTED TO MEETING YOUR GOALS.

We are eager to bring our dedication, trust, and teamwork to the City, creating a collaborative environment that exceeds your expectations. We know that the community's priorities include: **water quality, water conservation, cost, and water supply.** As the largest water/wastewater contractor in the nation, we are committed to building sustainable futures with the world's most precious resources—**WATER AND PEOPLE.®** As you continue to plan for the future of Arvada, we are ready to become your trusted partner through this process and to get started on the WTP Replacement project.

SECTION B
RELATED EXPERIENCE

FIRM'S RELATED EXPERIENCE

Since Garney's inception in 1961, the core of our business has been solely focused on water and wastewater infrastructure. We specialize in the construction of water and wastewater treatment facilities, pump stations, sewer and piping systems, and storage tanks. We service the private, public, federal, and industrial sectors. Over the last 64 years, Garney has built a hard-earned reputation through unparalleled experience, quality, and safety.

For more than 20 years, collaborative delivery projects have been a focus of Garney and account for nearly \$14.5 billion worth of our past projects. We have successfully completed **316 CM/GC and CMAR projects valued at \$7.6 billion** and an additional **291 projects totaling \$6.9 billion using other collaborative delivery methods.**

Garney is a 100% employee owned firm, which separates us from our competition. Ownership is a powerful tool—those who have it work harder and smarter, resulting in a safe project executed at the highest quality. **Simply put, our employee-owners work harder because your success is our success.**

2024 ENR RANKINGS

#1 WATER
SUPPLY

#4 WATER
TREATMENT,
DESALINATION
PLANTS

#4 WASTEWATER
TREATMENT

GARNEY HAS BUILT A WELL-EARNED REPUTATION AS THE LARGEST WATER/WASTEWATER CONTRACTOR THROUGH UNPARALLELED EXPERIENCE, QUALITY, AND SAFETY. THIS IS EVIDENT BY MORE THAN A DECADE OF TOP INDUSTRY RANKINGS.



There were several key points that made this the most successful wastewater plant construction project that I have been a part of during my 34-year tenure with the City. The factors that contributed to this success included Garney's understanding of and commitment to maintaining permit compliance, your willingness to help the City with other unrelated construction needs, flexibility in scheduling construction work to meet City needs, quality of work, and Garney's genuine efforts to work as a team."

- Floyd Bebler,
City of Boulder, CO



WTP EXPERIENCE

Our team has **successfully completed 267 WTP projects, including 87 in Colorado** and has a complete understanding and proven experience working on WTP projects and systems for municipalities across Colorado and the nation. Our team includes highly qualified and seasoned professionals who are dedicated to bringing the City and the community the best resources to ensure your project is a success.

LOCAL EXPERIENCE

We are proud to deliver this project with local staff and resources. **Our Senior Project Manager, Stephen Hagy, and Construction Manager, Heidi Wagner, live in Arvada and are excited to give back to their community and be a part of this important project.** Having an established reputation in Colorado for the last 40 years, we are fully committed to the City of Arvada and the community.

OUR TEAM BY THE NUMBERS

LOCAL CM/GC EXPERIENCE 160 Projects Totaling **\$1.4B**

COLORADO EXPERIENCE 610 Projects Totaling **\$3.4B**

WTP EXPERIENCE 276 Projects Totaling **\$4.8B**

GARNEY TEAM 315 Years of Combined Experience

CM/GC EXPERIENCE

Garney has built **160 large-scale CM/GC projects in Colorado alone**. We will work closely with the City and Jacobs, while keeping the City in the driver's seat to ensure you get the project you need and desire. We have a proven track record of being a trusted partner, always holding true to our word, and delivering projects on-schedule and within budget, every time.

EXPERIENCE WITH JACOBS

We have worked with Jacobs on **108 projects** using all types of project delivery methods, including CM/GC. Garney is excited to continue to work with Jacobs throughout Colorado and with our firms' trusted relationship, **there will be no learning curves, allowing us to hit the ground running after selection**.

Below is a sampling of our most recent relevant projects and our related experience and results of previous projects is included on the following pages.

Self-Performing CM/GC Provides Value During Preconstruction

Garney collaborated with the owner and Jacobs to design and construct enhancements on the North WRF Phase 1A Improvements CMAR for Parker Water & Sanitation District. During constructability reviews, the team identified an opportunity to repurpose an existing digester by splitting it into two new ATAD Digester Tanks with the addition of a central wall. **This approach avoided the need to demolish the existing tank and pour two new ones, saving both time and money.**



Similar Treatment Plant Experience

	PROJECT NAME	VALUE	WTP	PLANT CAPACITY	COLLABORATIVE DELIVERY	COLORADO
REFERENCE PROJECTS	Brighton WTP Improvements / CMAR / City of Brighton, CO	\$167M	●	15 MGD	●	●
	PAR 1088 Northern Treatment Plant / Progressive Design-Build / Metro Water Recovery	\$250M		24 MGD	●	●
	Bois d'Arc Lake WTP and Pump Stations / CMAR / North Texas Municipal Water District	\$433M	●	280MGD	●	
	Thornton WTP Replacement / Progressive Design-Build / City of Thornton, CO	\$85M	●	20 MGD	●	●
	Larry D. Moore WTP / Roxborough Water and Sanitation District	\$35M	●	8 MGD		●
	Joseph Blake WTP Phase 1A and 1B Impr. / CMAR / Centennial Water & Sanitation District	\$62M	●	40 MGD	●	●
	Soldier Canyon Filter Plant 15 MGD Exp. / CMAR / Soldier Canyon Water Treatment Authority	\$34M	●	15 MGD	●	●
	Water Supply Project / Progressive Design-Build / Confidential	Confidential	●	12.5MGD	●	
	Plum Creek Water Purification Facility Expansion / CM/GC / Town of Castle Rock, CO	\$58M	●	12 MGD	●	●
	Wes Brown WTP Impr. / CM/GC / City of Thornton, CO	\$56M	●	45 MGD	●	●
	Prairie Waters Project North Campus / City of Aurora, CO	\$52M	●	20 MGD		●
	Griswold WPF Solids Handling Improvements / CM/GC / City of Aurora, CO	\$40M	●	80 MGD	●	●
	Northern WTP Phase 2 / CM/GC / East Cherry Creek Valley Water & Sanitation District	\$33M	●	20 MGD	●	●



RELEVANCY TO THE CITY'S PROJECT

-  **GREENFIELD WTP**
-  **CMAR/CM/GC**
-  **COLORADO**
-  **VE/CONSTRUCTABILITY REVIEWS**

STATUS OF PROJECT

In progress and will be complete in 2027

PROJECT VALUE

\$167,000,000

TEAM MEMBER INVOLVEMENT

MATT WAMPLER / Regional Operations Manager

STEPHEN HAGY / Project Manager

BRAD KRIER / General Superintendent

JANET MARRIAGE / Safety Manager

HAMID GHAFOURI / Scheduler

GREGORY HANNAH / Superintendent

CHAD HULAN / Estimator

CONTACT NAME

SCOTT OLSON

City of Brighton, CO

303.655.2136 /

solson@brightonco.gov

PROJECT DESCRIPTION

Due to a new nitrate discharge permit, the City is addressing this issue at its Reverse Osmosis WTP, as well as **expanding the capacity of the Greensand WTP from 4.5 MGD to 15 MGD.**

The project includes a preconstruction phase including design meetings followed by delivering a GMP. The proposed improvements consist of new flocculation and sedimentation basins, pellet softening process, recarbonation tanks, denitrification process, bulk chemical storage and feed system with electrical room, and additional high rate conventional filters. Additional work includes demolition of existing facilities, disinfection contact basin to disinfect the finished water from the treatment process, finished water high service pump station with three 100 hp pumps to replace the existing and connective pipeline to convey finished water to the water tank site, solids handling dewatering equipment to treat the residuals from the treatment process, equalizing basin, as well as raw water wells from the Beebe Draw Alluvium including three 100 hp pumps and connective piping to supply and convey additional water to the treatment facility to meet the demand.

KEY CHALLENGES, SUCCESSES, AND RESULTS



In the early stages of this project, it was crucial for the team to develop early work packages and procure equipment to keep the project on schedule. To begin with, early work only included concrete and underslab piping, through collaboration with the Owner and Engineer, Garney was able to successfully release MCC and switchgear early which resulted in capturing the electrical subcontractor at 60% design. Early procurement of denite equipment and pellet softening equipment was also crucial for the project's progression. **These early work packages and procurement resulted in the team keeping the project on schedule.**



PAR 1088 NORTHERN TREATMENT PLANT (PDB)

**METRO WATER RECOVERY
BRIGHTON, COLORADO**

RELEVANCY TO THE CITY'S PROJECT

-  **GARNEY + JACOBS**
-  **GREENFIELD TREATMENT PLANT**
-  **COLLABORATIVE DELIVERY**
-  **\$250M PROJECT**
-  **EXPEDITED SCHEDULE**
-  **EARLY PROCUREMENT**
-  **COLORADO**

STATUS OF PROJECT

Completed on time in 2016

PROJECT VALUE

\$250,000,000

TEAM MEMBER INVOLVEMENT

MATT WAMPLER / Senior Project Manager
NICK CAMPBELL / Asst. Project Manager
GREGORY HANNAH / Foreman
TOBIAS SANTOYO / Foreman
CHUCK KRIER / Mechanical Superintendent
JANET MARRIAGE / Safety Manager

CONTACT NAME

MATT DUNCAN

Metro Water Recovery
303.286.3422 /
mduncan@metrowaterrecovery.com

PROJECT DESCRIPTION

Garney was instrumental to the success on this \$250M project. **The new 24 MGD plant sits on a 100-acre greenfield site** and addresses the population growth in Brighton and neighboring communities by providing safe, reliable, and cost-effective wastewater treatment and transmission services.

The project included the construction of a new 24 MGD wastewater treatment plant including an administration/visitors building, facility support building, four electrical buildings, two odor control facilities with biofilters, chemical storage facility, headworks building, primary splitter structure, two primary clarifiers with 1.8 MG capacity, a primary pump station, bioreactors with four basins at 2.85 MG each, an aeration blower building that feeds the Sanitaire membrane disc filters, four secondary clarifiers, RAS/WAS pump station, tertiary pump station, four tertiary flocculation sedimentation basins, tertiary filters, UV disinfection building, PRW/FBS pump station, effluent meter vault, two gravity thickening basins, gravity thickening pump station, WAS thickening, three digesters, dewatering building, centrate handling, cogeneration facility, and outfall structure. Garney was the prime subcontractor on the Jacobs (formerly CH2M) PDB team.

KEY CHALLENGES, SUCCESSES, AND RESULTS



Garney self-performed 75,000 cubic yards of concrete in 31 buildings, installed 24 miles of buried yard piping, and installed 14 miles of interior piping, and all the process equipment for this project **through close collaboration with Jacobs (formerly CH2M) construction and engineering team.**

The sheer size of several of the facilities was a challenge. The headworks building was 50' deep and was constructed of 60" thick x 45' tall walls. These walls were poured monolithically during the cold winter months. This took extensive pre-planning to determine the following: correct formwork systems, how to vibrate the concrete, protection of the concrete during winter months, mass concrete protection systems to keep the walls from overheating and thermal cracking. **Our success in placement of these walls was due to the pre-planning effort and execution of the plan.**



BOIS D'ARC LAKE WTP AND PUMP STATIONS (CMAR)

NORTH TEXAS MUNICIPAL WATER DISTRICT
LEONARD, TEXAS

RELEVANCY TO THE CITY'S PROJECT

-  **GARNEY + JACOBS**
-  **GREENFIELD WTP**
-  **PUBLIC RELATIONS**
-  **\$4.8M IN VE SAVINGS**
-  **EARLY WORK PACKAGES**

STATUS OF PROJECT

Completed on time in 2023

PROJECT VALUE

\$433,092,131

TEAM MEMBER INVOLVEMENT

CHAD HULAN / Estimator

CONTACT NAME

ALIZA CARABALLO, PE

North Texas Municipal Water District

469.686.4730 /

acaraballo@ntmwd.com

PROJECT DESCRIPTION

The Bois d'Arc Lake project is a critical component in the region's long-range water supply plan. This new source provides needed water to meet growing demands and enable the District to maximize its existing water supplies. **Garney was selected as the CMAR for preconstruction, procurement, and construction services for a water treatment plant (WTP) and two pump stations.**

The WTP has the ultimate capacity of 280 MGD with an initial capacity of 70 MGD (finished water production) and includes two 70 MGD pump stations, a pre-treatment structure, SUEZ ozone facilities, conventional filtration, chlorine contact basin and 9 MG clearwell, gravity thickeners, sludge lagoons, reclaim basin flow splitter and pump station, 1 MG D110 Type III water storage tank for filter backwash and fire suppression, water and sewer pipelines, as well as a centrifugal raw water pump station including three 250 hp pumps with a capacity of 175 MGD. The water source for the initial phase will be the Bois d'Arc Lake. Construction included deep excavations, electrical, and paving. **The project required public relations including community meetings, press releases, and a project blog.**

KEY CHALLENGES, SUCCESSES, AND RESULTS



The raw and treated water transmission pipelines had sections that crossed through residential areas which required public relations, as well as parallel busy roads.

Garney worked with Jacobs through design and VE/constructability reviews on the first package, including the pump stations, to ensure NTMWD received a high quality system at the best value.



This project was awarded the following:

- » 2024 National Honor Award of Merit by ACEC
- » 2024 Project of the Year Award of Merit by APWA
- » 2024 Texas Outstanding Civil Engineering Achievement Award of Merit by the ASCE Texas Section



RELEVANCY TO THE CITY'S PROJECT

-  **WTP REPLACEMENT**
-  **COLLABORATIVE DELIVERY**
-  **COLORADO**
-  **COMPLETED ON TIME**
-  **COMPLETED WITHIN BUDGET**

STATUS OF PROJECT

Completed on time in 2020

PROJECT VALUE

\$85,389,462

TEAM MEMBER INVOLVEMENT

MATT WAMPLER / Project Manager
HEIDI WAGNER / Project Engineer
CHUCK KRIER / Superintendent
JEFFERSON LEWIS / Project Engineer
JANET MARRIAGE / Safety Manager
CHAD HULAN / Estimator

CONTACT NAME

DENNIS LAURITA
City of Thornton, CO
303.538.7649 /
dennis.laurita@thorntonco.gov

PROJECT DESCRIPTION

This project was for a **greenfield water treatment plant that replaced the existing Thornton Water Treatment Plant. The plant has a 20 MGD conventional treatment process with capability for alternative raw water sources.**

The project included a preconstruction and construction phase for the construction of the new plant that consists of preoxidation, conventional media filtration pretreatment basins, an intermediate ozone system manufactured by SUEZ, biological filtration (including granular activated carbon), chlorine for disinfection, chemical feed facilities, and a new 55,000 SF treatment building that required deep excavation and concrete piers. Pipeline work included the installation of 730 LF of 6" and 460 LF of 4" SDR-26 PVC gravity sewer pipelines, 1,085 LF of 12" to 24" RCP stormwater pipelines, and 270 LF of 30" and 1,225 LF of 24" DIP raw water pipelines. Associated work included paving, asbestos contamination mitigation, dewatering, and fifteen 60" manholes. Following the completion of the new plant, the existing Thornton Water Treatment Plant was decommissioned.

KEY CHALLENGES, SUCCESSES, AND RESULTS



Soil conditions were a primary focus in the early phases of the design. Backfill, particularly under the chemical area, was a risk that was flagged by the Owner. Our team promptly communicated these concerns to the earthwork subcontractor, emphasizing the quality standard required. **Through in-depth discussions, the subcontractor located a high-quality material source that not only surpassed the requirements but due to proximity, resulted in cost savings to the Owner.**



This project was awarded ENR's Best Projects Award of Merit in the Water/Environment category in 2021.

ADDITIONAL PROJECT EXPERIENCE



*example photo

STATUS OF PROJECT

Substantially complete in 2024

PROJECT VALUE

Confidential

RELEVANCY TO THE CITY'S PROJECT

- GREENFIELD WTP
- COLLABORATIVE DELIVERY

WATER SUPPLY PROJECT CONFIDENTIAL, TX

Garney led a PDB team to design and construct a **water supply project** to support a new greenfield industrial manufacturing facility. The facility required a system that can deliver an **annual average daily volume of 8.5 MGD, with capacity to deliver a peak volume of 12.5 MGD. The project consisted of developing a well field, connective piping, water treatment, and water storage.** Starting with the preconstruction phase, the team advanced the conceptual design to a 30%, 60%, 90%, and 100% design providing the client cost estimates at each design level, in addition to **completing early work packages to keep the project on schedule.** Construction included site development and drilling 13 groundwater production wells, the installation of 84,500 LF of 12" to 36" HDPE collection piping to convey groundwater to the treatment facility; the installation of 141,500 LF of 42" C200 welded steel water transmission main; construction of a **12.5 MGD water treatment facility to include reverse osmosis, ultra-filtration, lime softening, finished water storage tanks and pump stations;** as well as terminus storage facilities at the industrial manufacturing facility.

STATUS OF PROJECT

Phase 1: Completed on time

Phase 2: In Progress

PROJECT VALUE

\$62,000,000

TEAM MEMBER INVOLVEMENT

- MATT WAMPLER / Regional Operations Manager
- HEIDI WAGNER / Project Manager
- JANET MARRIAGE / Safety Manager
- HAMID GHAFOURI / Scheduler



JOSEPH BLAKE WATER TREATMENT PLANT (JBWTP) PHASES 1A & 1B HIGHLANDS RANCH, COLORADO

Phase 1 of the JBWTP was delivered through Design-Bid-Build and included the **removal and replacement of existing aging treatment equipment** at the existing 44 MGD JBWTP. The pretreatment building was upgraded with new and additional vertical paddle wheel flocculators, FRP and redwood baffle walls, inclined plate settlers, and a solids collection system. Work at the Raw Water Area includes the **removal and replacement of a 48" raw water steel pipeline and associated valves, as well as the replacement of existing floating plate settlers and solids collection equipment in the existing Solids Separation Basin.** Additional work included the installation of 780 LF of 2" HDPE gas pipe and 360 LF of 6" DIP finished water pipe.

Phase 2 of the JBWTP is being delivered through the **CMAR** method. The scope of work includes preconstruction and construction of **a new chemical building, removal of all existing chemical systems in the pretreatment building, sitewide electrical improvements, below grade access corridor for new chemical piping and other utilities, modifications to the forebay and replacement of residual lagoon liners,** and other plant improvements.

RELEVANCY TO THE CITY'S PROJECT

- ACTIVE WTP FACILITY
- MAINTAINED OPERATIONS
- COLLABORATIVE DELIVERY
- COLORADO



STATUS OF PROJECT
Completed on time in 2018

PROJECT VALUE
\$35,495,849

RELEVANCY TO THE CITY'S PROJECT

-  **ACTIVE WTP FACILITY**
-  **MAINTAINED OPERATIONS**
-  **COLORADO**
-  **EXPEDITED SCHEDULE**

LARRY D. MOORE WTP LITTLETON, CO

This project consists of an **8.0 MGD surface water plant upgrade that started with an initial treatment capacity of 5.0 MGD and is the first treatment plant in Colorado to use ultraviolet (UV) as its primary disinfection process.** The scope of work included construction of raw water chemical feed systems, Kruger Actiflo equipment, a recycled LPHO UV disinfection system, on-site sodium hypochlorite generation system using brine with three tanks, and a chemical feed system. The work also included sedimentation basins with plate settlers, two air scour aeration blowers, a 50-foot-deep excavation, flocculators, and a stormwater pond. The pump stations include one for distribution consisting of three 125 hp vertical turbine high service pumps rated at 1,389 GPM each for a capacity of 6 MGD and a backwash pump station with four 50 hp vertical turbine high service pumps rated at 4,160 GPM for a capacity of 23.96 MGD. The pipeline work included the installation of 7,169 LF of 5" to 24" stormwater pipe including HDPE, PVC, and RCP; tunnel and expansion piping of 1,200 LF of 6" to 24" steel; and yard piping including 7,902 LF of 0.5" to 24" including carbon steel, HDPE, and PVC.

STATUS OF PROJECT

Phase 1: Completed on time

Phase 2: In Progress

PROJECT VALUE

\$62,000,000

TEAM MEMBER INVOLVEMENT

JEFFERSON LEWIS / Start-Up & Commissioning Manager

TOBIAS SANTOYO / Foreman

JANET MARRIAGE / Safety Manager



SOLDIER CANYON FILTER PLANT 15 MGD EXPANSION FORT COLLINS, CO

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.**

RELEVANCY TO THE CITY'S PROJECT

-  **ACTIVE WTP FACILITY**
-  **MAINTAINED OPERATIONS**
-  **COLLABORATIVE DELIVERY**
-  **COLORADO**
-  **\$10M VE SAVINGS**
-  **COMPLETED ON TIME**
-  **COMPLETED WITHIN BUDGET**



SECTION C

KEY PERSONNEL

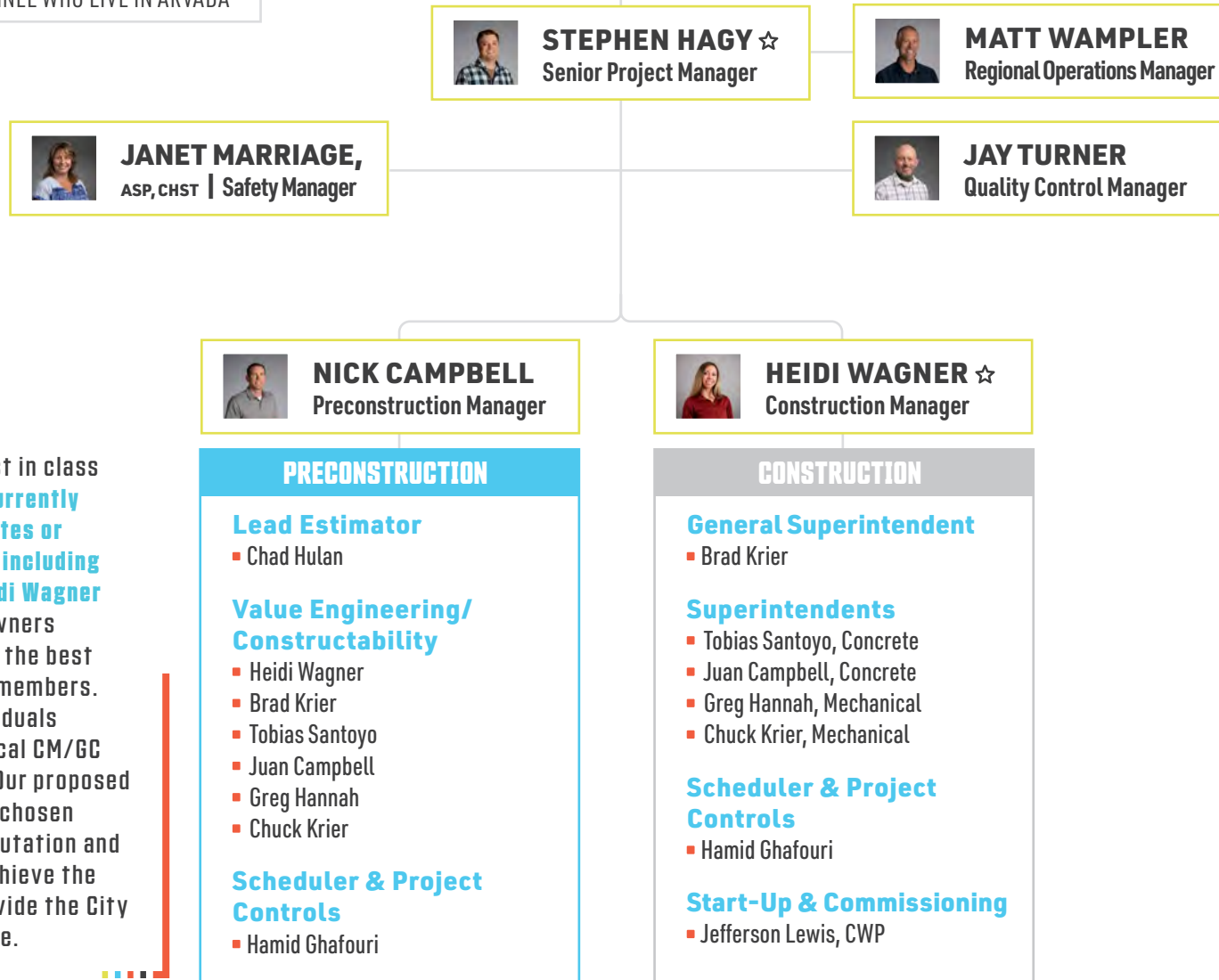
KEY PERSONNEL

Our team of local WTP experts are available and fully committed to the City and this project. Below is our team's structure. **All of our key personnel will be involved in both preconstruction and construction.** Resumes for our team can be found in Appendix A.

ORGANIZATIONAL CHART

LEGEND

☆ LOCAL KEY PERSONNEL WHO LIVE IN ARVADA



Our team includes best in class individuals, **all who currently reside within 60 minutes or closer to the project, including Stephen Hagy and Heidi Wagner who live in Arvada.** Owners select firms based on the best combination of team members. We have chosen individuals who have the most local CM/GC delivery experience. Our proposed individuals were also chosen based on industry reputation and expertise that will achieve the project goals and provide the City with overall best value.

QUALIFICATIONS OF SUBCONTRACTORS

As the largest wastewater and water contractor, we have established strong partnerships with local subcontractors and vendors. At the onset of the project, Garney will engage with the City and Jacobs to help determine the best path to getting subcontractors onboard. Below is a list of the trades we will potentially use subcontractors for:

- » Electrical
- » Instrumentation and Controls
- » HVAC and Plumbing
- » Masonry
- » Earthwork
- » Misc. Metals/Structural Steel

We prefer to use local subcontractors who are qualified and available to do the work. To the right is a list of subcontractors for each trade that we have built trusted partnerships with and have proven success completing WTP projects with.

ACHIEVING THE BEST VALUE FOR THIS PROJECT

Prior to issuing bid documents to subcontractors, Garney will ensure that the list of proposed subcontractors and major suppliers are acceptable to the City. Soliciting bids from Garney’s extensive list of known and trusted subcontractors and suppliers in the area will be our primary method of achieving best value for this project. We will advertise bid packages using plan room services (such as Bidnet and WCCA) to reach a broader base for additional competition.

We will develop and maintain a project bid site and a plan room for all interested contractors to organize the solicitation of each bid package. Prior to receiving any bids, a weighted matrix (shown below) will be developed for subcontractors that could include evaluation factors such as proposed price, safety record, experience with similar projects, key personnel qualifications, and/or financial capability. The weighted matrix will be compiled in collaboration with the entire team. After receiving proposals, we use this weighted matrix to evaluate proposals on a Bid Tab Summary for each work package. A bid package review meeting is then held with the project team to finalize the scoring.

EXAMPLE BID PACKAGE EVALUATION SCORECARD

Description	Weighted Value
Cost Proposal [complete bid package cost for the scope of supply/work]	60
Technical Proposal - Safety [safety records of EMR & TRIR, safety questionnaire]	7
Technical Proposal - Experience & Qualifications [past performance on similar projects]	5
Technical Proposal - Project Approach [staffing plan, resumes, ability to meet schedule]	20
Technical Proposal - Local Experience [list of all projects completed in the Kansas City Metro Area]	8
Compliance with Proposal Terms & Conditions [Instructions to Bidders, Bid Form, Bidder Scope of Supply/Work, Bonds, etc.]	Pass/Fail
Example of a bid package scorecard to evaluate bid package contractors and suppliers.	TOTAL: 100

GARNEY’S TRUSTED SUBCONTRACTORS WITH PROVEN SUCCESS

SUBCONTRACTOR NAME	TRADE
Sturgeon Electric	Electrical
Guarantee Electric	Electrical
McDade Woodcock	Electrical
Weifield Group	Electrical
Timberline	Instrumentation & Controls
AmWest Control	Instrumentation & Controls
Browns Hill Engineering & Controls	Instrumentation & Controls
Belair	Earthwork
Bemas	Earthwork
Connell	Earthwork
Hudspeth	Earthwork
Lighting Ventures	Earthwork
Horizon Mechanical Solutions	HVAC & Plumbing
Kuck Mechanical Contractors	HVAC & Plumbing
ProCraft	HVAC & Plumbing
Straight Mechanical	HVAC & Plumbing
Ammex Masonry	Masonry
Big Horn	Masonry
Phoenix Masonry	Masonry
Absolute Welding & Fabrication	Misc. Metals/Structural Steel
Mountain Man Welding	Misc. Metals/Structural Steel
Applewood Painting Co.	Painting & Coatings
Coblaco Services	Painting & Coatings
National Coatings	Painting & Coatings
Warren Environmental	Painting & Coatings

**All of the above subcontractors have CM/GC or other collaborative delivery experience with Garney.*



SECTION D

UNDERSTANDING AND APPROACH

PROJECT UNDERSTANDING

UNDERSTANDING OF THE NEED OF THE PROJECT

The City is currently operating two WTPs, the Ralston WTP built in 1962 and the Arvada WTP built in 1979. Both WTPs are located at Blunn Reservoir. Their water sources come 75% from Gross Reservoir and the balance from the Clear Creek Watershed. The City's current water treatment process includes coagulation, sedimentation, filtration and disinfection by chemical treatment. The Ralston WTP runs year round and has had three expansions over its life with ongoing rehabilitation projects to keep it running to its 36 MGD capacity. The Arvada WTP runs seasonally in the summer and has had one expansion. With the average WTP life of 50 to 70 years, the Arvada WTP is nearing/at the end of its life expectancy. With its aged infrastructure and technology in water treatment, the Arvada WTP is planned to be replaced with the new 18 MGD WTP. **The new WTP will ensure resiliency for the City for future growth, reliability, and water quality for the residents for years to come.**

We are ready to become an integrated team with the City and Jacobs to develop a trusted partnership and work as a team, where trust and teamwork prevent disputes, fosters a cooperative bond to everyone's benefit and facilitates the completion of a successful project. The CM/GC process comprises the majority of Garney's projects. We will be a true asset with our preconstruction expertise and will implement the knowledge gained during preconstruction, throughout construction. Having completed over \$7 billion in CM/GC projects, our team knows how important collaboration, trust, confidence, and partnership is and the benefits it brings to the success of a project. True collaboration can only be achieved through these principles.



TRUST

Trust starts with building a relationship where the City knows that our employee-owners will always be truthful and operate with integrity.

One of our core philosophies is "Integrity is the Shortest Path to Success." We keep this in mind as we work through all projects. We are confident that when you call our references, they will speak highly of Garney's trust, transparency, and accountability.



PARTNERSHIP

A good partner sees from another person's perspective. We challenge ourselves to not just think about our own perspective but to think about it from the City's perspective. One simple way to do this is to follow a "win/win" strategy. **Garney never focuses on just delivering one project with our clients, but building a long-term relationship where we become your go-to contractor.**



TRANSPARENCY

Transparency starts with building trust and a true partnership, we will remain open and transparent throughout the entire project starting with our open-book estimating process. Transparency among all parties will allow us to remain on the same page and committed to the project goals.



CONFIDENCE

We are confident in our ability to exceptionally deliver this project for the City. Our expectation is to show you that **Garney is an expert in building WTPs and is an industry leader in the CM/GC process.**

We are confident in our ability to build your project and in our relationship with Jacobs as your Design Engineer. **Garney has experience partnering with Jacobs (formerly CH2M) on the \$250 million Northern Treatment Plant Progressive Design-Build (PD-B) project in Brighton, Colorado for Metro Water Recovery that included digesters and a large dewatering facility.**



GARNEY STAFF REALLY TOOK THE TIME TO MAKE SURE THEY WERE LISTENING TO US AND BUILDING NOT ONLY WHAT WAS DESIGNED BUT ALSO TRULY WHAT WE AS THE OPERATORS WANTED. THROUGHOUT THE PROJECT, GARNEY TOOK STEPS TO COMMUNICATE CLEARLY AND TO MAKE SURE THAT WE UNDERSTOOD THE LONG-TERM OPERATIONAL IMPACTS OF VARIOUS DESIGN AND CONSTRUCTION DECISIONS. FROM DESIGN REVIEW THROUGH CONSTRUCTION TO STARTUP OF THE FACILITY, GARNEY DID WHAT IT TOOK TO MAKE THE PROJECT A SUCCESS.

- ROBBY PORSCHE, CITY OF EVANS, CO



PROJECT CHALLENGES, PITFALLS, AND ISSUES

To meet your project deadline of startup and commissioning in the fall of 2029, several key challenges must be overcome. With our current knowledge and understanding of your project, our team has identified the following key issues that we believe must be prioritized and managed to ensure overall project success:

CHALLENGE #1 MATERIAL PROCUREMENT DELAYS

Electrical gear and treatment equipment currently have long lead times that could impact the overall project schedule.

Mitigation/Innovation: Identifying long lead items and developing early procurement packages is one of the benefits of the CM/GC process. We will work with the City and Jacobs during design and preconstruction to identify the items that will need to be procured early.

Early Procurement Success

Garney is currently working with Jacobs on the Cherry Creek Wellfield PFAS Treatment Facility (CM/GC). **Nick Campbell, the Garney team, and Jacobs** identified that some of the electrical equipment and PFAS vessel equipment have long lead times for fabrication. By collaborating with Jacobs and the City of Aurora, we have identified early work packages for these items before the 60% design. **This has allowed Garney to procure these items sooner in order to keep the project on track and finished on time.**

CHALLENGE #2 PERMITTING DELAYS

Permitting delays pose a risk to this project.

Mitigation/Innovation: We will draw upon our past experience and provide in-depth knowledge on permitting and coordinating with multiple jurisdictional requirements. Our experience and relationships with local permitting agencies such as Jefferson County, CDPHE, CDOT, North Table Mountain Water & Sanitation District, and Denver Water, will help our team avert common pitfalls that could impact the project schedule.

Permitting Success

On the PAR 1232 Second Creek CMAR project, **the Garney team** managed over **100 permits including permits with CDOT, CDPHE, and numerous ROW permits with several jurisdictions**. With our team's detailed permitting plan, the process progressed seamlessly throughout the project.

CHALLENGE #3 ENVIRONMENTAL CHALLENGES

The Highway 95 corridor has a record of very tough environmental conditions at certain times of the year.

Mitigation/Innovation: Garney has built numerous projects along the Highway 95 corridor, **including two projects for the City of Arvada**. With our experience and knowledge of the area, we will help plan during design and offer constructability ideas that will address the environmental challenges so that schedule and quality is not impacted.

Successful Planning Around Environmental Challenges

On the Northwater Treatment Plant Clearwells project, Garney built two 10 MG finished water tanks across Highway 93. Our team designed form work and bracing for the walls to address the extremely high winds (up to 120 MPH) that were present during that season. **This extensive planning resulted in zero failures during construction of the 23' tall concrete walls and eliminated potential rework, schedule impacts, and quality issues.**

CHALLENGE #4 STAGING AND EXCAVATION STOCKPILE

Staging excavation and stockpiles can have some impact to the surrounding community and areas.

Mitigation/Innovation: We will work with the City to identify a location that allows for efficient access to the site location and does not impact the surrounding community. We will identify areas for project team parking and excavation stockpiles. As we determine the best location for these items, we will ensure that all waterways will be protected from run-off and that there is clear access to the stockpile for hauling.

Staging Success

Garney recently completed the Wemlinger Water Purification Facility CT Chamber project that required our team to use the small area within the plant to stockpile dirt, store materials, and for parking.

From the onset of the project, Garney planned for the needed space that allowed for efficient access to the materials and parking all while leaving ample space for safe construction activities to occur.

CHALLENGE #5 COORDINATION OF CRITICAL TIE-INS

We understand that coordinating with parallel construction activities with the Raw Water and Finished Water (RW and FW) projects will be critical.

Mitigation/Innovation: We will support the coordination and communication between the Raw Water and Finished Water Infrastructure projects, specifically when it comes to schedule updates, coordinating tie-in points, and start-up and commissioning.

Successful Coordination with Parallel Construction Activities and Projects

Garney is currently completing the North Trunk Sewer Improvements CM/GC for the City of Arvada. We understand the City's systems and processes and will ensure that coordination with parallel construction activities is seamless.

CHALLENGE #6 COMMUNITY IMPACTS

We understand that the new WTP location could be in two different areas. Depending on the chosen site, residents and land owners could be affected. We have reviewed the two site locations and have considered the following, additional considerations for both site locations have been included on page 23:

- » The west location at the northwest corner of Highway 93 and 64th Ave could impact residents south of 64th Ave and Denver Water's Northern Treatment Plant access.
- » The east location could impact the Blunn Reservoir recreational area, Jeffco North Area Stadium, and North Table Mountain Water and Sanitation District.

Mitigation/Innovation: During preconstruction, Garney will work with the City and Jacobs to develop a proactive public outreach plan that will address the chosen site and impacted community members. **Our plan will minimize disruption to all involved and we will also welcome feedback from those who are impacted. During construction, we will maintain communication channels to keep the concerns of the community at the forefront.**

Committed to Being a Good Neighbor

On the Griswold WPF Solids Handling Improvements (CM/GC), **Garney worked with the City of Aurora to ensure community outreach remained a top priority.** Garney found ways to contribute to public relations and give back to the community. **Garney offered free firewood and mulch to the community members and gave dirt to a community member at no cost so he could restore his roads after a recent flooding.**

LEVEL OF COMMITMENT NECESSARY FOR THIS PROJECT

Garney is 100% committed to the City and this project. Garney will have regular and consistent engagement throughout the project, including organizing frequent progress meetings and holding team workshops for design reviews, VE/constructability reviews, 30%, 60%, and 90% estimates, risk registers, decision logs, and permit logs. Garney also commits to timely responses with all correspondence and design submittal reviews as **Stephen Hagy will be committed to this project and will serve as your main point of contact.**

Nick Campbell will be 100% committed throughout preconstruction and will lead our team through preconstruction services to provide constructability and VE ideas for the project. Our operations personnel and estimating resources have extensive experience with CM/GC projects and will share their knowledge and skills during preconstruction to address the project's requirements efficiently. Garney also provides active collaboration with all stakeholders to ensure alignment with project goals and to facilitate smooth communication. Garney's commitment to maintaining high standards of quality in all deliverables, is solidified through reviews at each phase.

Our team consists of **experienced local WTP experts** who bring you a collective wealth of experience in constructing, replacing, and rehabilitating vital water/wastewater infrastructure across Colorado. **Our team is fully committed and available for your project for both phases.**

FIRM'S ABILITY TO DEVELOP CREATIVE SOLUTIONS

We have been solely focused on water/wastewater for 64 years. We have extensive preconstruction experience which will be critical in addressing operational challenges early in the design phase—providing VE solutions, developing detailed and transparent cost estimates, and creating an accurate GMP. **We have identified project challenges and creative solutions on pages 12 and 13 with lessons learned from our past experience and will continue to add to this list.**

Our team includes WTP experts who have direct experience building one of the largest WTP replacement projects in Colorado. They will be transitioning directly from that project into this one. **With their hands on experience, they will bring creative and innovative solutions that will result in cost and schedule savings.**

The Garney team, in close coordination with the City and Jacobs, will conduct a comprehensive review of the City's WTP facility. This review will cover cost, constructability, quality, schedule, and industry insights, as expected from a CM/GC. It will be based on ongoing collaboration initiated during the kick-off meeting and partnering sessions. We will start by examining the process and instrumentation drawings, identifying potential alternatives, and evaluating associated concerns, if any. **Preconstruction Manager, Nick Campbell, will research and track options related to specific topics, which will be presented to the group for consideration as progress is made.**

Garney's approach to design review and constructability prioritizes constructive and productive feedback, recognizing the deliberate decision-making process of the design team and their commitment to meeting project needs.

COMMITMENT FROM LEADERSHIP “



IF SELECTED TO BE YOUR CM/GC PARTNER ON THE WTP REPLACEMENT PROJECT, GARNEY WILL MEET ALL OF YOUR EXPECTATIONS. OUR TEAM WILL REMAIN DEDICATED TO YOU STARTING DURING DESIGN AND UNTIL THE PROJECT IS COMPLETED. I COMMIT TO ENSURING THAT OUR TEAM HAS THE RESOURCES NEEDED TO SUCCESSFULLY COMPLETE YOUR PROJECT. WE ARE LOOKING FORWARD TO BUILDING THIS IMPORTANT PROJECT WITH YOU AND THE PROJECT TEAM.

- MATT WAMPLER, REGIONAL OPERATIONS MANAGER



PROJECT APPROACH

SERVICES/RECOMMENDATIONS FIRM PROPOSES

We are ready to become an integrated team with the City and Jacobs to develop and provide input on the construction schedule, construction phasing, constructability, risk, and construction cost throughout the preconstruction phase of the project. **Our preconstruction team will remain in place throughout construction, which will bring you continuity between both phases.**

During Phase 1, Garney will work with the City, Jacobs, and all stakeholders to develop and set goals for the project that will drive our efforts throughout Phase 1 and 2. **We will collaborate and sequence your project so construction can start as soon as possible.** This will allow us to accelerate and meet your completion date. Our proposed services include:

- » **Design Development:** Garney’s expertise in building WTPs will play a crucial role in refining the design based on previous experiences with optimizing costs and ensuring the overall success of the project. Our team will attend all established design meetings and will include the appropriate Garney staff as needed—including Superintendents and Estimators. Including a variety of team members will improve design reviews for constructability and VE, as all employee-owners have different experiences and levels of understanding when reviewing documents. For example, there is nothing as valuable as a Civil Superintendent reviewing foundation drawings and recommending details that reduce construction costs and save time on the project schedule. During the design meetings, Garney will ask questions related to potential cost or schedule savings, with the goal of resolving all questions prior to the next design meeting. It is critical to understand the cost drivers of the project during design. Garney will provide that understanding which will allow Jacobs to remain focused on high priority design issues during preconstruction.
- Garney will review all design drawings and specifications at each phase of the design process and will provide feedback regarding layout, configurations, and constructability. This will be performed directly on the documents accompanied by a written report for each comment for the team to review and discuss.

- » **VE/Constructability:** Our team will review the current design documents upon notice to proceed and will provide VE and constructability reviews. Garney will develop a tracking log to track VE ideas and will continuously work with the City to identify specific needs for ongoing plant maintenance and long-term operations—ensuring those needs are addressed and included in the project throughout the design and construction phases. **We have already started developing VE ideas and are ready to continue to add to the list below in partnership with the City and Jacobs:**

VE CONCEPT	BENEFIT TO THE CITY
Concrete Mix Designs	Hiring a concrete consultant directly from a supplier to assist with the structure design and specifications will provide valuable input including adding more fly ash to reduce heat, the use of less cement, and using shrinkage reducers in the mix to help with cracking.
Mass Site Excavations	Mass excavations for the structures can accelerate the schedule, create efficiencies during scheduling, simplify dewatering, and allow for earlier backfill around structures.
Shallow Building Foundations	Raising building foundations to be less deep will reduce costs associated with excavations, dirt haul off, and dewatering. Shallow building foundations will also result in schedule accelerating opportunities.
Buried Pipe Design	Running buried pipes near other lines saves on cost and schedule. Routing pipes with the shortest path possible will also save time with installation and will save on material costs. Garney will work with you during design to choose the best pipe design for the project.

Success Developing \$10M in VE Savings

Garney and Stantec worked together on the Soldier Canyon Filter Plant 15 MGD Expansion CMAR. **Garney and Stantec worked through multiple VE and constructability workshops to find cost saving opportunities.**

We completed VE and constructability reviews during the 30% and 60% design phases. **As a result of the team’s efforts, they found over \$10M in cost savings opportunities to ensure the project could be completed within the Owner’s budget.**



- » **Cost Estimating and Development of the GMP Proposal:** To help protect your budget, Garney will serve as the City's advocate throughout the preconstruction phase by providing accurate and transparent estimates and identifying ways to align the design scope with the project cost. By bringing our team on board at 30% design, our Lead Estimator, Chad Hulan, will manage Garney's estimating team in the development of a detailed open-book project cost estimate. Stephen Hagy, Senior Project Manager, and Nick Campbell, Preconstruction Manager, supported by the estimating team and the project team, will identify VE and constructability savings.

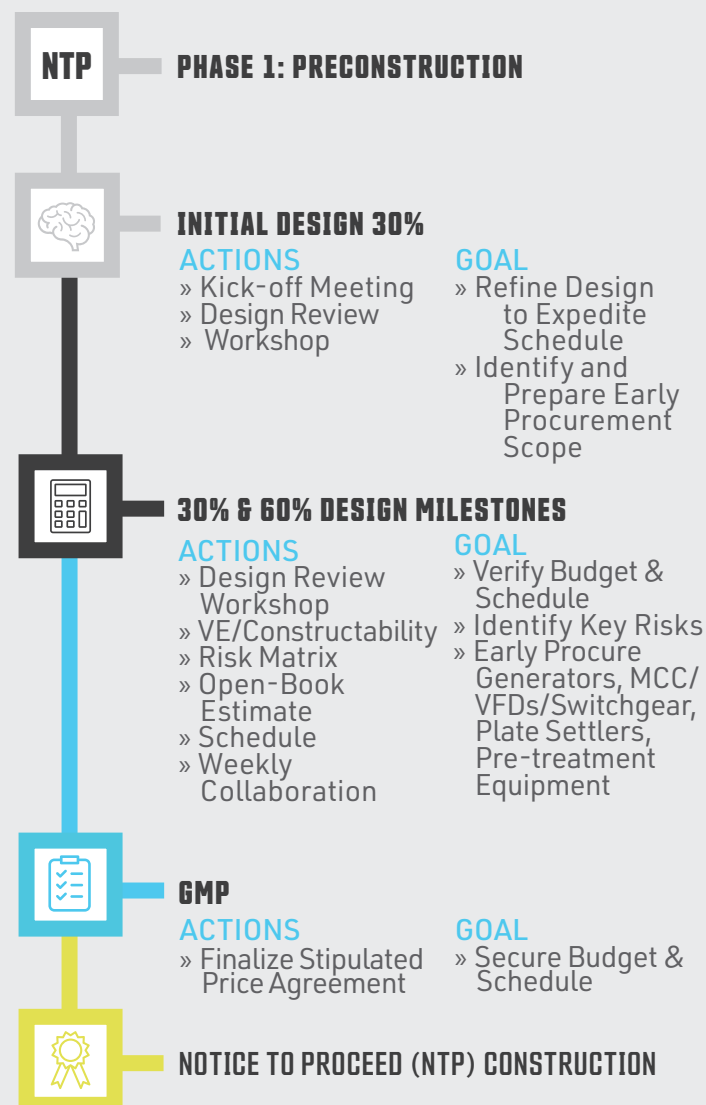
Our team introduced the first open-book estimate to many of our clients, including the City of Thornton, Town of Erie, and Left Hand Water District. Cost transparency means that all costs are reviewed and shown. **Clients appreciate the honest and open communication our tool provides and some have standardized this approach to deliver their future projects.** The graphic to the right demonstrates our approach to cost development.

- » **Scheduling:** The construction schedule will be developed early in the preliminary design to establish key milestone dates and critical path items, which will drive early procurement and bid package development activities. The schedule will be updated throughout design to reflect decisions made in the design meetings.

Garney will use a critical path management (CPM) schedule and clearly identify the critical path scopes of work—allowing adequate time for estimating, VE, drawing, and specification reviews. The schedule detail will increase with each phase of design so when design is complete, the schedule accurately reflects the anticipated construction time and sequence.

By combining early procurement activities and multiple structures, the schedule will allow us to manage multiple phases of design, procurement, and construction simultaneously. We will use the schedule to make sure we push long lead electrical and equipment items through design and procurement on time. **We have developed a preliminary schedule that has been included in Appendix C that showcases our plan to complete your project early.**

COST MODEL DEVELOPMENT



GARNEY CAN SUBMIT THE FINAL GMP AT 60% OR AT ANY POINT AGREED TO BY THE PROJECT TEAM.

Garney's efforts in pre-planning help me reach my goals of having projects done on time and within budget. The way they think through projects helps keep them on schedule and reduces overall costs.

- Bryan Brooks, PE,
Mount Pleasant Waterworks

- » **Risk Reviews and Management :** The key to successfully managing any challenge is to keep it simple:

- › **Identify the challenge early on**
- › **Communicate the challenge to the team**
- › **Evaluate the probability of impact**
- › **Assign responsibilities**
- › **Collaboratively mitigate the challenge**

Garney has the experience, leadership, and culture to timely identify risks, assign each risk to the right team member, and resolve with a win/win philosophy that best serves the project. Proactive risk management during the design phase ensures a smooth construction process, improving schedule reliability and budget control. Our team's process to successfully manage risk is:

- 1. Risk Identification:** Risks identified during the design phase will be listed in the risk register for further review during scheduled project team meetings.
- 2. Risk Register Review Meetings:** Risks will be reviewed with the team and categorized based on their likelihood of occurrence (low to high). A designated champion, responsible for managing and mitigating the risk, will be assigned and held accountable for mitigation tasks. These tasks include estimating costs and assigning a rough order of magnitude (ROM), updating them as the design progresses, while aiming to eliminate the risk. Emphasis will be placed on high likelihood risks with the highest potential costs.
- 3. Contingency:** Unmitigated risks will remain on the register as contingency throughout progressive estimate deliverables. As design advances and constructability reviews take place, the objective is to reduce the overall project contingency. Risks remaining during the GMP development will be added to the contract as an allowance item to use if necessary and agreed upon by the project team during construction.

Fine tuning this list of risks at the onset of the project, in collaboration with the City and Jacobs will be important. We have assigned risk levels as low, medium, and high and will assign cost and schedule impacts based on likelihood and severity. [We have developed the start of a preliminary Risk Register on the following page.](#)

- » **Meetings:** Meetings such as project kickoff, project milestone review workshops, GMP negotiations, project status, etc., will be conducted and organized by Garney. We will develop the agendas for these meetings with input from the entire team. Garney will take notes and send out meeting minutes with an action item log. This process has proven to work well with meetings to record topics discussed and identify and track progress for action items for all team members.
- » **Deliverables as Part of our Preconstruction Management Plan:** Garney develops a preconstruction management plan as part of our main deliverable package for the City and Jacobs to review. The preconstruction management plan is made up of various specific plans and tools we will be putting together for various aspects of the preconstruction phase. **[These plans include, but not limited to subcontractor selection plan, quality plan, material sourcing plan, worker and public safety plan, risk register and risk management plan, innovation tracking and performance report, procurement review report, personnel plan, communication plan, preconstruction schedule, decision log, permit tracking log, and safety plan.](#)** Garney provides this combined document as a tutorial on what we are committed to develop, update, and maintain for the City in a collaborative effort with Jacobs and City staff.

Preliminary Risk Register

POTENTIAL RISKS		
RISK/CHALLENGE	RISK LEVEL	MITIGATION MEASURES/SOLUTIONS
Groundwater	Medium	» Select a qualified partner to help design and manage groundwater
Permitting	High	» Maintain permitting requirements and work with the City and Jacobs to ensure that we are in compliance with new Preliminary Effluent Limits (PELs)
Start-Up & Commissioning	Medium	» Keep your operators involved from the start so that they are informed and included in decision making and receive on-going and proper training so they understand and feel comfortable with the new plant equipment, operations, and systems
Groundwater Contamination	Low	» Early investigations to ensure that if the groundwater is contaminated, we have a plan to manage this
Long-Lead Equipment	Medium	» Garney has strong working relationships with local vendors and will rely on these relationships to ensure that long-lead items are procured early and arrive on time
Electrical Subcontractor	High	» Early selection and involvement with the selected subcontractor » Use Garney's electrical estimator to obtain accurate input and pricing » Garney has strong working relationships with every local electrical subcontractor
Existing Utilities	Medium	» Utility locates during design » Coordination with current plant operations and utilities » Complete comprehensive SUE report » As-built documents for record keeping » Gather GPS data during design and integration into machine control during construction
Tie-In to Power Feed	Medium	» Early coordination with Xcel Energy to identify power consumption needs
Environmental Challenges	High	» Design temporary construction materials to withstand wind and snow forces
Potential Highway 93 and Other Road Crossings with Utilities for RW Supply & FW Distribution	Medium	» Use trusted bore subcontractors that can perform high quality and safe work
Coordination with Land Owners	Medium	» Coordination meetings and community outreach with Denver Water, North Table Mountain Water and Sanitation District (NTMWSD), and home and land owners nearby
Construction Activities Impacting Surrounding Areas	High	» Develop a strong SWMP plan with BMPs » Control offsite runoff of dirt to neighboring reservoirs and roads

RESOURCES YOUR FIRM WOULD USE OR PROVIDE

Garney brings ample resources to the City of Arvada for this project. We are fully committed to providing the resources necessary to make this project a success. **Below is a list of resources that we will bring you.** We will continue to add to this list as we work with the City and Jacobs through design and preconstruction.

- » **Potholing and Geotechnical:** To expedite the design schedule, Garney proposes to assume responsibility of potholing and geotechnical investigations. By relieving Jacobs of these tasks, they can focus on advancing the design. We have strong working relationships with companies providing these services—enabling us to get preferential service which will **expedite the schedule.**
- » **Drone & LIDAR:** We will use our own drone on projects for progression photos and LIDAR. On projects that will have heavy earthwork operations Garney can use LIDAR with our drone to track progress on dirt quantities before, during, and after. **This is helpful to track productivity and forecast finish dates for earthwork activities. LIDAR can also be helpful when mapping in tie-in locations to existing buildings or utilities onsite.**
- » **Turnkey Site Solutions:** We move dirt, and a lot of it. We have a site work crew who is fully dedicated to providing turnkey site solutions. Our site work capabilities include drainage installation, water installation, and any heavy civil work required for site development and improvements. **With a fully dedicated site work crew, we can get started on your project as soon as possible,** digging and adding in fill. **Our in-house site work crew will be fully dedicated to your project, bringing the City cost and schedule savings.**
- » **RodRadar:** Garney uses RodRadar which is a device used with an excavator on the bucket. It uses radar when an operator is digging in the ground to identify buried objects or utilities a few feet below the bucket. **This tool is instrumental when digging near or on an active site with existing utilities. This helps eliminate safety risks and disruptions to plant operations.**

ASSISTING THE CITY IN MANAGING THE PROGRAM SCHEDULE, SCOPE, AND REQUIREMENTS

Proper scheduling and sequencing are fundamental to alleviating risk. In order to meet the desired project completion date in the winter of 2029, we have identified risks, mitigation strategies, and innovative ideas throughout our proposal. The key to any CM/GC project is for design to stay on schedule by hitting the proposed progressive design deliverables. Identifying items that pose risk to the design milestones and mitigating them as quickly as possible will keep the construction start date on schedule. We have included review time in our proposal to review the 30% design documents before the 60% and 90% design milestones. **With the information given, we will substantially complete your project within 32 months or earlier than your desired completion date. In Appendix C, we have included a preliminary schedule that shows how we will complete your project ahead of schedule.**

YOUR **IDEAL** CM/GC PARTNER.

AS THE NATION'S LARGEST SELF-PERFORMING WATER/WASTEWATER CONTRACTOR, WE OFFER THE FOLLOWING BENEFITS:

SCHEDULE AND BUDGET CONTROL

CONTROL AND DRIVE THE CRITICAL PATH.

COMMITMENT TO SAFETY

UPHOLDING SAFETY AS OUR #1 PRIORITY.

BUYING POWER

LEVERAGING NATIONAL BUYING POWER, REDUCING INFLATED MATERIAL COSTS, AND BRINGING YOU THE BEST VALUE.

BRINGING VALUE TO THE PROJECT

Our 64 years of experience has allowed our CM/GC approach and management process to evolve and be perfected. We have extensive preconstruction experience which will be critical in addressing operational challenges early in the design phase—providing VE solutions, developing detailed and transparent cost estimates, and creating an accurate GMP.

SELF-PERFORMANCE

Garney's self-performance capabilities, coupled with our safety record, is unmatched and differentiates us from other contractors. **Our ability to self-perform up to 75% of the work reduces cost, expedites the schedule, and ensures quality and safety. Self-performance also eliminates the middle-man and mark-up associated with firms that manage and broker the work to multiple subcontractors.** With our self-performance capabilities, **we will bring you tremendous cost savings, schedule security, and an assurance that quality and safety will not be compromised.**

A&W AND WARREN ENVIRONMENTAL

Garney's subsidiary, A&W and Warren Environmental, manufacture and apply epoxy coatings. With these in-house capabilities, Garney is able to provide you with a solution to rehabilitate and protect your infrastructure through spray applied epoxy that minimizes downtime and disruption to your operations and gives your assets more service life in one coat than any other epoxy system.

CHOOSING THE BEST SITE WITH THE CITY AND JACOBS

Selecting the ideal site is one of the first major challenges the City faces. Key considerations that influence the decision include:

- » **What size area is allocated for each option and is it adequate for future expansion?**
- » **Who or what will be impacted near each site?**
- » **How will the RW and FW projects tie-in to each site?**
- » **Which site will have less impact on recreational and environmental activities?**

Garney will help answer these questions and will bring valuable input on site planning. We have worked with Owners in the past with similar site planning questions and will bring our experience gained from past projects to weigh the pros and cons of each site to help the team make the best decision for the City and the project. We have already started reviewing both site locations and have included details of each site on page 23.

Campus Style vs. Combined Building Type

We have completed WTP replacements and greenfield projects that have included campus style and combined building layouts. With this experience, we will help the City choose the best option and will provide cost and schedule analyses on both. We will collaborate with the City and Jacobs to build the space that best fits the plants needs.

ENSURING STRICT COMPLIANCE WITH THE CITY'S REQUIREMENTS AND OBTAINING QUALITY CONTROL IN MATERIALS AND WORKMANSHIP

Clear levels of responsibility assigned within the project team ensure that nothing gets missed. Senior Project Manager, Stephen Hagy, will take a proactive approach to managing the project with constant communication with all subcontractors, overseeing operations, and coordinating with the City and Jacobs. This communication structure will provide efficiency with subcontractors and allow us to apply any lessons learned from previous work. Garney will establish a Quality Control (QC) Program specifically for this project. This program will include QC processes and checks by Jay Turner that will be documented for each scope of work. **These check lists ensure that attention to detail is maintained for all construction activities and that there is a record to prove it.** Examples of the QC forms are concrete placement truck log, concrete pre-pour checklists, pipe testing, equipment long term storage/maintenance/checks, etc. Pre-activity meetings will be held with all crews and subcontractors prior to the start of any new work task to ensure compliance with the contract documents and approved submittals. Daily pre-task meetings will follow and be structured to outline the anticipated production, areas of installation for the day, and finalize the schedule for third party testing (i.e., concrete, soils, or weld inspection). **These meetings have proven to be a valuable tool for accident prevention, as well as an opportunity to discuss and plan all of the day's activities.** The QA/QC program developed for your project will include the following key elements:

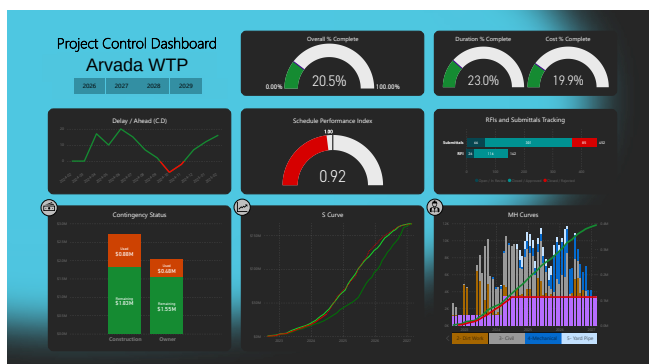


DELIVERABLES AS PART OF OUR SERVICES

As the largest water/wastewater contractor in the nation, we have established systems and processes that have proven to be successful on CM/GC and collaborative delivery projects like this one. Our deliverables as a part of our service include:

- » **PowerBI Project Dashboard:** Garney uses PowerBI, a project dashboard tool that gives an overall summary of the project health based on major key performance indicators. This dashboard is available for all project stakeholders to have access to and receive project updates in real-time. Key performance indicators tracked on this dashboard include: schedule updates, submittal status, RFI tracking, project cost, contingency status, workhour curves, and more. An example of the dashboard we will use on this project is below.
- » **Decision Log:** Garney will develop and maintain a decision log for the preconstruction phase of the project. This log will be reviewed and updated as a team, like most of the other logs used for the project. The decision log is a record that captures all the important choices made throughout the preconstruction phase. The decision log explains the reasons behind each decision, ensuring transparency and accountability within the project team. By maintaining this log, the project team can keep stakeholders updated on who authorized specific decisions and how they came about. Communication challenges can be detrimental to a project, and a decision log helps prevent misunderstandings, conflicts, and disagreements by providing a clear history of decisions made during preconstruction.
- » **Permit Tracking Log:** Permit tracking is another important aspect of the preconstruction phase. Identifying what permits are needed for the project will be necessary to discuss early on, around, or before the 30% design phase. Adding the identified permits to the preconstruction schedule and developing a permit tracking log have proven to be key success factors for projects. By tracking the permits via schedule and a log there is less chance for delays that could affect construction start dates or even 100% design documents. Some permits require the review of contract documents such as drawings and specifications which should be accounted for in the preconstruction schedule. Permits can greatly affect the preconstruction schedule and Garney will help track these.
- » **Conflict Management:** Should conflicts arise with the City's Staff, OA, or Jacobs, we will resolve conflict in a fair and reasonable manner. We believe conflict can be resolved in the field at the lowest level possible. If a conflict is not resolved in the field, it will be elevated as appropriate and the established communication lines will be followed. We are confident that our references will validate that we work through conflicts from a win/win perspective and take the perspective of our clients into consideration.
- » **Construction Management Plan:** Garney will develop a project management plan for the construction phase of the project. The purpose of this document is that it maps out the various detailed plans that will be developed and executed for the project. This larger plan includes the details for cost loaded scheduling, quality control plans, work plans, environmental plans, cost analysis, etc.

Example Project Dashboard



TYPICAL WORK PLAN

Typically on a project of this size and complexity Garney will assign a separate Project Engineer/ Assistant Project Manager as a “champion” to each of the various structures (if campus style design) or division(s) of construction (if combined building plant design). Each Garney team member will be the champion of a building or division(s). Each process building or scope of work within the combined building will have its own work package associated with it. The work package will consist of specific project information related to that building. From cost/budget information, schedule dates, quality control, related drawings and specifications, etc. Examples of typical work package inclusions are:

- » **Schedule dates for related activities**
- » **Submittal data for materials and equipment including subcontractor scope**
- » **Cost/budget details**
- » **Quality control check lists that apply**
- » **Safety specific plans to complete work (STACs, JHA, SDS, etc.)**
- » **Material lists**
- » **Key contacts for suppliers and subcontractors**
- » **Related RFIs**

The work plans will include all information to build the specific scope of work for the treatment plant. These work plans are a live document that will get updated throughout the construction phase. Before each scope of work has started, a pre-activity meeting will be held with City staff and Jacobs to review the process and talk about any specific requirements or processes for that scope. After each pre-activity meeting, Garney will adjust the work plan as needed and send to the entire team for record. Internal update meetings will be conducted on a weekly basis for each structure to review progress and address any hurdles. Subcontractors and key suppliers are required to attend the weekly review meetings as well. Stephen Hagy, Senior Project Manager, will oversee the Garney team coordinating each building/treatment process at a higher level.

NEED FOR OUTSIDE SPECIALTY CONSULTANTS

As a self-performing contractor, we will self-perform up to 75% of the work on this project.

We will work with the City and Jacobs to identify the scopes of work to subcontract out and will solicit and choose the best subcontractors and specialty consultants for this project.

POTENTIAL OR EXISTING CONFLICT OF INTEREST

Garney has no potential or existing conflicts of interest with the City of Arvada.

PROTECT GAINED PROPRIETARY INFORMATION

Garney agrees to protect any gained proprietary information from unauthorized use or disclosure for as long as it remains proprietary.

SAFETY - OUR #1 PRIORITY

Safety is Garney’s number one objective for each and every task completed during the project. During design, we make sure the work can be completed in a safe manner. Garney uses the following tools to manage our safety program:

PROJECT-SPECIFIC SAFETY PLAN

What sets our team apart from our competitors is not only that safety is a priority for Garney employees—we focus on the safety of the public, the City, Jacobs, and our subcontractors.

Protecting the public during construction is paramount. We will develop a detailed work plan which will include all necessary safety measures to manage safe access in and out of the area for residents. Specific safety measures include:

- » **Traffic flaggers during all work and deliveries**
- » **Traffic Plans: any traffic plan that is implemented will be vetted by Garney and then submitted to the City and Jacobs for comment and approval**

Our team will make accommodations and coordinate with local residents to minimize construction impacts.

Committed to Safety

Garney’s commitment to safety is evidenced by our Experience Modification Rate (EMR) of **0.53**, significantly better than the national average of **1.00**. The EMR benchmarks workers’ compensation claims to other companies similar in size who operate in the industry. The lower the EMR, the better the safety record—resulting in lower insurance premiums for our clients.

CHOOSING THE BEST SITE WITH THE CITY AND JACOBS

We have identified pros and cons of each site location below.
We look forward to working with the City and Jacobs to choose the best site for the Arvada WTP Replacement Project.



1 WEST LOCATION

PROS

- » Preserves the open space at Blunn Reservoir
- » Can accommodate a campus or combined plant layout
- » Less construction impact on W. 64th Ave to the community
- » Existing site is more flat which allows for a less complicated build

CONS

- » Requires crossing Highway 93 with RW, FW, electrical, and other utilities
- » Less protected from high winds
- » Requires acquisition of land from current land owner
- » Longer distance from RW and FW pipelines to be routed to each plant
- » Construction traffic will impact Denver Water's Northwater plant access
- » Soil conditions could be more rocky

2 EAST LOCATION

PROS

- » More room for future expansion
- » Can accommodate a campus or combined plant layout
- » Closer to existing Ralston plant for operations
- » Shorter distance for RW and FW pipelines to be routed to reach the plant

CONS

- » Takes up open space and impacts recreational use at Blunn Reservoir
- » More impact to wildlife at Blunn Reservoir
- » Potential for higher ground water table due to the proximity of the reservoir
- » Existing grade slopes towards the reservoir and requires building on sloped terrain

The background of the slide is a blue-tinted photograph of industrial machinery, likely a large-scale manufacturing or processing plant. The image shows complex mechanical components, pipes, and structural elements, creating a sense of depth and industrial scale. The text is overlaid on this background.

SECTION E

COST PROPOSAL

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COST PROPOSAL

Our Cost Proposal and requested information is presented below and on the following pages.

PRECONSTRUCTION SERVICES / GC MANAGEMENT PRICE PERCENTAGE / GENERAL CONDITIONS	
Description	Total
Preconstruction Services - Phase I Fee	\$1,200,512
GC Management Price Percentage (Fee) for Construction Services - Phase II	8.5%
General Conditions Cost for Construction Services - Phase II	10.0%

COST ESTIMATING FORM

An example cost estimating form has been provided on the following page.

COST PROPOSAL

A cost proposal inclusive of all costs to perform the Scope of Services outlined in this RFP has been provided in the following pages.

RATE SHEET

A rate sheet identifying hourly rates for our proposed project team members has been included in the following pages.

APPROACH TO CONSTRUCTION FEE'S AND GENERAL CONDITIONS

We have provided an example Cost Estimating Summary Page Form which shows how our costs are summarized.

We first estimate all of the direct costs and then add Indirect costs which include General Conditions, Bonds and Insurance, and our Construction Fee.

General Conditions fees are typically in the 9-11% range for a project of this scope.

The General Conditions in this range contain the items listed in Addendum 2 which includes Bonds and Insurance.

Garney's General Conditions fee does not include supervision of self-performance crews which is included in the individual scopes of work. This allows Garney to evaluate self-performance of work scopes as compared to subcontracting some of the work scopes.

The GC Management Price Percentage Fee will be applied to all direct costs and the General Conditions.

On the example cost summary form, after the construction fee is applied, are line items for allowances and contingencies, which will be associated with a Risk Register and evaluated as the project progresses and risk is mitigated and/or assigned to the City or Garney.

Our example form uses fictitious costs but shows how the overall construction cost is developed and totaled. In our example, we are able to compare the current estimate to past estimates. We develop and track logs to show:

- » ***The changes from one estimate to the next***
- » ***Risk contingency item***

Our General Conditions fee for this project is 10.0%.

Detailed General Conditions estimates will be prepared as the project progresses, so we are able to evaluate this percentage based on the overall cost of the project.



Date: 3/4/2025

Example of Cost Estimating Summary Page Form for Arvada WTP Replacement Project

DIRECT COST BREAKDOWN		30% OPCC (Submitted on __)	60% OPCC (Submitted on __)	GMP (Submitted on __)	Delta from Prior Estimate
	Support Equipment	\$ 1,000,000	\$ 500,000	\$ 800,000	\$ 300,000
	Yard Pipe	\$ 1,000,000	\$ 1,000,000	\$ 900,000	\$ (100,000)
	Earthwork	\$ 1,000,000	\$ 1,000,000	\$ 1,100,000	\$ 100,000
	Structure 1	\$ 1,000,000	\$ 1,000,000	\$ 900,000	\$ (100,000)
	Structure 2	\$ 1,000,000	\$ 1,100,000	\$ 900,000	\$ (200,000)
	Structure 3	\$ 1,000,000	\$ 1,000,000	\$ 1,100,000	\$ 100,000
	Structure 4	\$ 1,000,000	\$ 1,400,000	\$ 1,500,000	\$ 100,000
	Structure 5	\$ 1,000,000	\$ 1,000,000	\$ 1,100,000	\$ 100,000
	Structure 6	\$ 1,000,000	\$ 1,000,000	\$ 1,200,000	\$ 200,000
	Structure 7	\$ 1,000,000	\$ 1,000,000	\$ 1,200,000	\$ 200,000
	Structure 8	\$ 1,000,000	\$ 1,000,000	\$ 1,200,000	\$ 200,000
	Structure 9	\$ 1,000,000	\$ 1,500,000	\$ 1,000,000	\$ (500,000)
	Structure 10	\$ 1,000,000	\$ 1,500,000	\$ 1,600,000	\$ 100,000
	Scope Development Contingency	\$ 1,950,000	\$ 1,400,000	\$ 290,000	\$ (1,110,000)
	SUBTOTAL DIRECT COSTS	\$ 14,950,000	\$ 15,400,000	\$ 14,790,000	\$ (610,000)
INDIRECT COSTS		30% OPCC (Submitted on __)	60% OPCC (Submitted on __)	GMP (Submitted on __)	Delta from Prior Estimate
10.00%	General Conditions / Bonds and Insurance	\$ 1,495,000	\$ 1,540,000	\$ 1,479,000	\$ (61,000)
8.50%	Construction Fee	\$ 1,397,825	\$ 1,439,900	\$ 1,382,865	\$ (57,035)
ALLOWANCE / CONTINGENCIES					
	Escalation Contingency	\$ 500,000	\$ 400,000	\$ 300,000	\$ (100,000)
	Risk Register Contingency	\$ 500,000	\$ 400,000	\$ 300,000	\$ (100,000)
	TOTAL COST	\$ 18,842,825	\$ 19,179,900	\$ 18,251,865	\$ (928,035)

ARVADA WTP REPLACEMENT CM/GC
COST PROPOSAL



		REGIONAL OPERATIONS MANAGER	SENIOR PROJECT MANAGER	PRECONSTRUCTION MANAGER	LEAD COST ESTIMATOR	TRADE ESTIMATORS	GENERAL SUPERINTENDENT	VE/ CONSTRUCTABILITY	TOTAL	
TASK	DESCRIPTION									
	Employee Name	Matt Wampler	Stephen Hagy	Nick Campbell	Chad Hulan	Multiple	Brad Krier	Multiple		
	Total Hours From Below	212	508	1,384	448	2,840	528	1,140	\$1,200,512	
	Billing Rate	\$231.00	\$194.00	\$194.00	\$205.00	\$144.00	\$194.00	\$159.00		
Task A	Design Review and Preconstruction Services								\$257,620	
A.01	Participate in Project Kickoff and Information Meeting	4	4	4	4		4		\$4,072	
A.02	Project Document Review									
A.03	Constructability Feedback (30%, 60%, 90%)		40	40	40		40	160	\$56,920	
A.04	Quantity Take-off and Reconciliation									
A.05	Ongoing Constructability Input							200	\$31,800	
A.06	Drawing/Specification Written Feedback			40				200	\$39,560	
A.07	Early Procurement Input and Coordination		16	16	16				\$9,488	
A.08	Early Construction Package Input and Coordination			24	24				\$9,576	
A.09	Final Design Detailing Feedback									
A.10	Design Input Discussions and Feedback	40	40	40	40		40	40	\$47,080	
A.11	Staging/Stockpiling Review and Input			8			8	20	\$6,284	
A.12	Formal Design Review, Feedback, and Reconciliation	40	40	40	40	40	40	40	\$52,840	
Task B	Cost Estimating								\$464,840	
B.01	Ongoing Tasks - ROM Costs, Means & Methods Review, Schedule, O&M Lifecycle Costs, etc.		40	40	40	400		200	\$113,120	
B.02	Provide cost estimates in accordance with Arvada standards at each milestone and early work packages		40	40	80	2,000		200	\$351,720	
Task C	Schedule								\$102,920	
C.01	Participate in planning design and develop construction schedule to meet project goals		40	80			80	80	\$51,520	
C.02	Provide continuous overall project schedule validation			40			40		\$15,520	
C.03	Prepare preliminary construction schedules and phasing alternatives throughout preconstruction			40			40		\$15,520	
C.04	Continually compare and validate construction schedules with OPCC	20	20	20	20		20		\$20,360	
Task D	Risk								\$69,840	
D.01	Lead quantitative and qualitative risk management discussions for overall project		40	80					\$23,280	
D.02	Host recurring risk meetings and update Project Risk Register		40	80					\$23,280	
D.03	Collaborate with project team to develop Risk Management Plan		40	80					\$23,280	
Task E	Meetings								\$160,604	
E.01	Participate in the project CM/GC Kickoff Meeting, Project Milestone Review Workshops, GMP negotiations, and other project meetings	80	80	200	80		80		\$104,720	
E.02	CM/GC Kickoff Meeting	8	8	8	8		8		\$8,144	
E.03	Value Engineering Workshops and ad-hoc VE Meetings	20	20	80	40		80		\$47,740	
E.04	Project Goals and Tracking Meetings									
Task F	Deliverables								\$144,688	
F.01	Subcontractor Selection Plan			16					\$3,104	
F.02	Quality Control Plan			16			16		\$6,208	
F.03	Material Sourcing Plan			16					\$3,104	
F.04	Worker and Public Safety Plan			16			16		\$6,208	
F.05	Risk Register and Management Plan			16			16		\$6,208	
F.06	Innovation Tracking and Performance Report			16					\$3,104	
F.07	Procurement Review Report			16	16				\$6,384	
F.08	Monthly Invoicing			48					\$9,312	
F.09	CM/GC value added itemized list at each estimate/GMP proposal			24					\$4,656	
F.10	OPCCs			80		200			\$44,320	
F.11	GMP			120		200			\$52,080	

RATE SHEET

Garney has provided Hourly Rates for our employees based on 2025 market conditions. These rates will be adjusted based on yearly inflation once the project schedule start date is finalized.

CLASSIFICATION	BILLING RATE
Regional Manager	\$231.00
Sr. Project Manager/Preconstruction Manager	\$194.00
Project Manager	\$157.00
Asst. Project Manager	\$129.00
Project Engineer	\$103.00
General/Sr. Superintendent	\$194.00
Superintendent	\$159.00
Asst. Superintendent	\$129.00
Field Engineer	\$103.00
Field Clerk	\$74.00
Safety Manager	\$141.00
QA/QC Support	\$135.00
Chief/Lead Estimator	\$205.00
Sr. Estimator	\$160.00
Estimator	\$127.00
Foreman (Job Foreman)	\$101.00
Carpenter	\$69.00
Concrete Finisher	\$65.00
Pipe Fitter	\$69.00
Laborer	\$56.00
Crane Operator	\$94.00
Equipment Operator	\$83.00
Intern / Co-Op	\$67.00

**Garney will bill Blue Book equipment rates.*

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APPENDIX A

RESUMES



MATT WAMPLER

REGIONAL OPERATIONS MANAGER

EXPERIENCE SUMMARY

● **\$800M+** WATER/WASTEWATER PROJECTS COMPLETED

● **16** COLLABORATIVE DELIVERY PROJECTS COMPLETED

●  DIRECT EXPERIENCE WORKING WITH JACOBS AND STANTEC

Value to the City

Matt will bring his extensive collaborative delivery and WTP experience to your project. As Regional Operations Manager, he is committed to meeting the City's goals and expectations and will ensure that our team has the resources to successfully complete this project.

Garney Experience: 25 years
Industry Experience: 25 years

Education

Colorado State University, BS in Construction Management

Certifications & Trainings

CO Commercial Building Contractor Supervisor License 2019 1674784 00 SL

CO Commercial Building Contractor License 2020 1772735 00 CL

Envision Sustainability Trained

Design-Build Professional

OSHA 10-Hour

OSHA Competent Person - Confined Space

REFERENCE PROJECTS

BRIGHTON WTP IMPROVEMENTS (CMAR) | REGIONAL OPERATIONS MANAGER
CITY OF BRIGHTON, CO // \$167,000,000

THORNTON WTP REPLACEMENT (PDB) | PROJECT MANAGER
CITY OF THORNTON, CO // \$85,000,000

PAR 1088 NORTHERN TREATMENT PLANT (PDB) | SENIOR PROJECT MANAGER
METRO WATER RECOVERY // \$250,000,000

ADDITIONAL PROJECT EXPERIENCE

PHASE 1 PERSIGO WASTEWATER TREATMENT PLANT EXPANSION PROJECT (CM/GC)

CITY OF GRAND JUNCTION, CO // \$80,000,000

REGIONAL OPERATIONS MANAGER: Preconstruction and construction services for upgrades and expansion to the aeration basin, headworks facility, grit facilities, solids dewatering system, and ultraviolet disinfection facility.

PAR 942 NORTH SECONDARY COMPLEX IMPROVEMENT

METRO WATER RECOVERY // \$48,340,421

PROJECT MANAGER: Demolition of a chemical building, construction of four CaRRB basins, main influent channel mixing system, modifications to twelve existing aeration basins and twelve existing 120' secondary clarifiers, new return activated sludge (RAS) and mixed liquor return (MLR) pumps, interim alkalinity feed system, 1,700 LF of 36" and 42" steel pipelines, and electrical power and instrumentation upgrades.

EDWARDS WWTF NUTRIENT UPGRADES (CMAR)

EAGLE RIVER WATER & SANITATION DISTRICT // \$45,500,080

REGIONAL OPERATIONS MANAGER: Upgrade of secondary treatment components including expansion of the aeration basins, upgrades of the Internal Mixed Liquor Recycle (IMLR) pump station and RAS/WAS pumping facilities, installation of an ultraviolet disinfection system, a new chemical building, and new Centrate storage facility.

**CHEROKEE TDS REDUCTION FACILITY (PDB)
CHEROKEE METROPOLITAN DISTRICT //**

\$42,288,620

SENIOR PROJECT MANAGER: A new metal building housing an RO and pressure membrane ultrafiltration system, evaporation ponds, headworks structure, grit basin, and modifications to the existing SBR basins consisted of removing the existing diffusers and replacing them with MBR. The MBR basins are also receiving two waste recirculation pumps and submersible mixers. Includes a chemical storage building and feed system, stormwater detention basin outlet structure, and HDPE discharge piping. A 3 MGD bypass was used to keep the plant in operation.

**WASTEWATER TREATMENT PLANT
IMPROVEMENTS (CMAR)**

CITY OF LOVELAND, CO // **\$35,133,341**

SENIOR PROJECT MANAGER: Removal of digesters 3 and 4, MCC building, sludge mixing tank, digester feed pumps, primary sludge mixing pumps, and heat exchangers. The BNR phase included removal and replacement of fine bubble aeration diffusers and RAS anoxic zone tank. Relocation of an existing sanitary sewer, renovation of the primary sludge pump station, replacement of digester biogas burner, renovation of existing RAS progressive cavity pump station, renovation of three primary clarifiers, and new chemical feed equipment.

**75TH STREET WASTEWATER TREATMENT PLANT
UPGRADES**

CITY OF BOULDER, CO // **\$28,477,763**

ASSISTANT PROJECT MANAGER: Included improvements to expand the plant's treatment capacity from 20.5 to 25 MGD by converting the secondary treatment process from a trickling filter / solids contract process to an activated sludge process. This required the retrofit to an existing pump station, three new activated sludge aeration basins, new blower building, and a new 85' secondary clarifier. Additional work included demolition to accommodate new construction, site piping, grading, and upgrades to the electrical and I&C systems.

**PAR 1400 PERACETIC ACID DISINFECTION SYSTEM
IMPROVEMENTS PROJECT (CMAR)**

METRO WATER RECOVERY // **\$19,448,912**

SENIOR PROJECT MANAGER: Construction of covered chemical storage facilities with stainless steel welded piping and tanks, electrical and chemical buildings with peristaltic pumps, I&C, and adjustments to final sampling equipment. Upon completion of the new systems, the piloting system will be decommissioned and removed. Site restoration includes paving and minor landscaping.

**CANYONS TANK AND PIPELINE PROJECT
PARKER WATER & SANITATION DISTRICT //**

\$13,290,765

SENIOR PROJECT MANAGER: Construction of a buried 5 MG D115 water storage tank with associated DIP outlet and drainage lines consisting of 2,590 LF of 16" to 36", as well as 100 LF of 30" PVC overflow pipe. Additional work included a precast concrete vault and meter, manhole, hoe ramming, electrical fiber optic, and minor instrumentation and controls.

**COOLEY WEST 36-INCH RAW WATER RETURN
PIPELINE AND 30 MGD RAW WATER PUMP
STATION**

CITY OF THORNTON, CO // **\$9,584,233**

PROJECT MANAGER: Installation of 11,675 LF of 42" DIP waterline, 13,681 LF of 36" DIP raw water pipeline, 762 LF of 15" PVC sanitary sewer relocations, 3,267 LF of 8" PVC irrigation, and 767 LF of 36" RCP storm sewer, as well as a raw water pump station which included a masonry structure housing three vertical turbine pumps with 30 MGD capacity, an irrigation pumping system with two dissipation structures, and a diversion structure.

**29TH STREET 5.5 MG WATER STORAGE TANK
CITY OF LOVELAND, CO //** **\$6,811,297**

SENIOR PROJECT MANAGER: Construction of a 5.5 MG D115 post-tensioned concrete ground water storage tank that included mass excavation and rock excavation. Also included a two-story concrete structure for the metering vault and the installation of connective waterlines including 420 LF of 20" and 12" mortar-lined steel, 120 LF of 6" DIP, and 80 LF of 6" PVC.



STEPHEN HAGY

SENIOR PROJECT MANAGER

EXPERIENCE SUMMARY

- 39 WATER/WASTEWATER PROJECTS COMPLETED
- 6 COLLABORATIVE DELIVERY PROJECTS COMPLETED IN THE WEST
- 4 PROJECTS COMPLETED WITH JACOBS

Value to the City

Stephen will bring his extensive experience managing one of the largest WTP projects in Colorado to you. He is committed to meeting the City's goals and expectations and will ensure that safety, quality, cost, and schedule remain top priorities.

Garney Experience: 17 years
Industry Experience: 18 years

Education

Colorado State University, BS in Construction Management

Certifications & Trainings

Erosion Control Supervisor

First Aid & CPR

OSHA 10-Hour

REFERENCE PROJECTS

BRIGHTON WTP IMPROVEMENTS (CMAR) | SENIOR PROJECT MANAGER
CITY OF BRIGHTON, CO // \$167,000,000

ADDITIONAL PROJECT EXPERIENCE

PRAIRIE WATERS PROJECT NORTH CAMPUS BPJ1
CITY OF AURORA, CO // \$52,234,901

PROJECT ENGINEER: Installation of 18 recovery wells and 26,500 LF of 30" to 42" mortar-lined steel pipeline with welded joints to deliver the pretreated raw water to Pumping Station No. 1, and installation of 21,600 LF of 8" to 24" PVC pressure pipe that was tied into the ARR site dewatering wells and inlet structures. Required a three mile long by 50' deep slurry wall that was 6.6 million SF, as well as the excavation and off-site disposal of more than 600,000 CY of granular soils.

EVANS CONSOLIDATED WASTEWATER TREATMENT PLANT (CMAR)
CITY OF EVANS, CO // \$39,160,075

PROJECT MANAGER: Under contract to Ditesco, this project is for a new facility for the City of Evans that treats combined flows from two collection basins. Construction includes a headworks facility with mechanical step screen, manual bar screen, and grit removal system, three-stage secondary process capable of nitrification, denitrification, and biological phosphorus removal with three treatment trains, three secondary clarifiers, UV disinfection system with two channels and two banks in series, administration/O&M/lab building, anaerobic lagoon for solids handling, 3.0 MGD lift station, and three miles of two 10" diameter force mains.

NORTHERN WATER TREATMENT PLANT PHASE 2 (CM/GC)
EAST CHERRY CREEK VALLEY WATER & SANITATION DISTRICT //
\$33,500,978

SENIOR PROJECT MANAGER: Expansion of the Northern WTP with an additional 10 MGD that included the construction of two additional RO treatment trains, the addition of a bulk chemical storage building, and chemical system modifications in the existing RO building. Included all site work, utilities, paving, and electrical and mechanical modifications to the SCADA system.

**PRAIRIE WATERS PROJECT NORTH CAMPUS BPJ1
CITY OF AURORA, CO // \$52,234,901**

PROJECT MANAGER: Installation of 18 recovery wells and 26,500 LF of 30" to 42" mortar-lined steel pipeline with welded joints to deliver the pretreated raw water to Pumping Station No. 1, and installation of 21,600 LF of 8" to 24" PVC pressure pipe that was tied into the ARR site dewatering wells and inlet structures. Required a three mile long by 50' deep slurry wall that was 6.6 million SF, as well as the excavation and off-site disposal of more than 600,000 CY of granular soils.

**DODD WATER TREATMENT PLANT UPGRADES (PDB)
LEFT HAND WATER DISTRICT // \$29,383,347**

ASSISTANT PROJECT MANAGER: Expansion of the existing plant from 6 MGD to 10 MGD including the construction of a new pretreatment building housing the chemical feed equipment, a settling basin with plate settlers, a horizontal flocculation basin, raw water strainers, and the membrane feed pumps. Installation of membrane racks, pretreatment chemicals/process, and new HS finish water pumps.

**NORTHWEST WATER AND WASTEWATER MASTER
PLAN - PACKAGE 1 (CMAR)
TAIWAN SEMICONDUCTOR MANUFACTURING
COMPANY // \$23,170,626**

SENIOR PROJECT MANAGER: Construction of a 52 MGD pressure-reducing valve (PRV) station and associated electrical work, 10,500 LF of 54" steel water transmission main, and 5,500 LF of 24" clay gravity sewer main. The new water transmission main required a 220 LF crossing using a tunnel boring machine and 72" steel casing under Carefree Highway.

**WATER LINE AND GAS LINE REPLACEMENTS
(CMAR)**

CITY OF MESA, AZ // \$11,374,736

PROJECT MANAGER: Installation of six miles of 8" and 12" DIP waterlines across five different quarter sections of Mesa that requires 452 new water meter boxes, four miles of small diameter water service line, 15,000 LF of various HDDs ranging in diameter from 1" to 2.5", 2,500 LF of 1" to 4" gas lines, paving, street work, and public relation interactions.

**AVONDALE GENERAL UTILITY JOC CONTRACT
CITY OF AVONDALE, AZ // \$5,000,000**

SENIOR PROJECT MANAGER: JOC construction work pertaining to water, reclaimed water, wastewater and stormwater infrastructure.

**CITY WELL NO. 7 AND NO. 8 EQUIPPING
CITY OF MESA, AZ // \$4,607,463**

PROJECT MANAGER: Well equipping of the City Well 7 and 8 Sites with pumps, motors, and valves. Installation of 1,000 LF of 16" DIP waterline, electrical improvements, chlorination equipment, and paving.

**TROUT LAKE OUTLET MODIFICATIONS
XCEL ENERGY // \$2,981,919**

PROJECT ENGINEER: Included demolishing portions of the existing timber outlet tower and gate house, constructing a modified inlet structure utilizing the concrete foundation of the existing outlet, as well as furnishing and installing a cast iron slope gate and steel trash rack at the inlet structure at the Trout Lake Dam.

**STORM WATER PUMP STATION REHABILITATION
CITY OF MESA, AZ // \$2,015,457**

PROJECT MANAGER: Removal and demolition of two existing wet wells located 30 feet deep at two different sites followed by the installation two precast stormwater pump stations with three new submersible pumps at each location, installation of 12" and 18" DIP mechanical and process yard piping, and discharge manholes.



NICK CAMPBELL

PRECONSTRUCTION MANAGER

EXPERIENCE SUMMARY

- 36 WATER/WASTEWATER PROJECTS COMPLETED
- 10 COLLABORATIVE DELIVERY PROJECTS COMPLETED
- 4 PROJECTS COMPLETED WITH JACOBS IN COLORADO

Value to the City

Nick has extensive experience collaborating, coordinating, and managing large water and wastewater infrastructure projects. He will bring his valuable knowledge to your project and lead our team through preconstruction and construction.

Garney Experience: 19 years
Industry Experience: 27 years

Education

Colorado State University, BS in Construction Management

Certifications & Trainings

10-Hour Trench Safety Training

Air Monitor Training

Erosion Control Supervisor Training

First Aid & CPR

OSHA 10-Hour

OSHA Competent Person - Trenching & Excavation

REFERENCE PROJECTS

PAR 1088 NORTHERN TREATMENT PLANT (PDB) |
ASST. PROJECT MANAGER
METRO WATER RECOVERY // \$250,000,000

PROJECT EXPERIENCE

WES BROWN WATER TREATMENT PLANT IMPROVEMENTS (CM/GC)
CITY OF THORNTON, CO // \$56,653,239

PROJECT ENGINEER: This project included modifications to the existing plant by replacing the existing upflow solids contact clarifiers, reconfiguring the conventional filters with GE ultra filtration submerged membranes, and rebuilding the existing pipe gallery in a six-month period. New construction included chemical feed facilities, 3 MG clear well, 45 MGD high service pump station, maintenance facilities, and administration facilities.

WEMLINGER WATER PURIFICATION FACILITY CT CHAMBER
CITY OF AURORA, CO // \$24,992,000

PROJECT MANAGER: Excavation for and construction of a new 2.5 MG buried chlorine contact (CT) chamber. Installation of new finished water (FW) pumps; 18" to 72" FW lines that connect to the CT Chamber; sanitary sewer, gas, and overflow lines; an electrical duct bank; the demolition and installation of a new HVAC system; and electrical and chemical piping modifications.

FRUITA WASTEWATER RECLAMATION FACILITY
CITY OF FRUITA, CO // \$22,250,084

PROJECT ENGINEER: Construction of a headworks building with influent pumps, screenings, compactor and washer equipment, grit removal and dewatering equipment, RAS/WAS pumps, related piping, valves, cranes and hoists, foul air fans, granular activated carbon filter, HVAC, instrumentation, and electrical. This WWTP has a capacity of 2.33 MGD.

PUMP AND LIFT STATIONS MISCELLANEOUS IMPROVEMENTS (CM/GC)

CITY OF AURORA, CO // \$21,161,287

PROJECT MANAGER: Expansion of the Aurora Reservoir Pump Station including new electrical building, generator, transformers, five new horizontal transfer pumps, HVAC, manholes, HDPE discharge pipe, 30" to 20" PVC sanitary gravity pipe, manholes, and meter vault. This required bypass pumping, dewatering, deep excavations, paving, sewer connections, and two bores. Additionally, the Murphy and Senac pump stations received new FRP grating and walkways, tapping of two force mains, valves, and a new packaged FRP foul air system with air scrubber.

GILLETTE WASTEWATER TREATMENT PLANT

CITY OF GILLETTE, WY // \$13,354,593

PROJECT ENGINEER: Included construction of an aeration basin, secondary clarifier, sludge dewatering building, and UV disinfection building. Improvements included the installation of primary clarifier domes, retrofitting an existing secondary clarifier, chlorine unit modifications, blower/RAS building modifications, energy building modification, associated yard piping, electrical, HVAC, and I&C.

CHERRY CREEK WELLFIELD PFAS TREATMENT FACILITY (CM/GC)

CITY OF AURORA, CO // \$13,000,000

SENIOR PROJECT MANAGER: Construction a greenfield PFAS treatment building with six ion-exchange adsorber vessels and two cartridge filters, piping, instrumentation and controls, HVAC, plumbing, and electrical. Additional scope includes two 540 LF 18" DIP raw water pipelines, a 250 LF 6" potable water line, and a connection to the sanitary sewer.

BINNEY WATER PURIFICATION FACILITY SOLIDS DEWATERING & FILTER ADDITIONS

CITY OF AURORA, CO // \$11,985,156

PROJECT MANAGER: Conversion of four lagoon ponds into sludge drying beds, modifications to the inlet and decant structures in the ponds, new gravity thickener and thickened solids pump station, underdrain filter system with filter media and backwash troughs, new cationic polymer chemical tank, replacement of Granular Activated Carbon (GAC), and installation of buried 4" and 14" ductile iron cement lined pipe.

THORNTON TANK AND PUMP STATION

CITY OF THORNTON, CO // \$8,473,162

PROJECT ENGINEER: Included construction of a 5 MG buried D115 internal post-tensioned concrete storage tank and a new 21 MGD pump station with all associated pipeline work.

ECCV NORTHERN BOOSTER PUMP STATION

(CMAR)

EAST CHERRY CREEK VALLEY WATER & SANITATION DISTRICT // \$7,133,945

PROJECT ENGINEER: Construction of a 13-MGD pump station capable of being upgraded to 18 MGD; a 1-MG D115 internally post-tensioned, aboveground, concrete storage tank; three 2,500-GPM, 400-hp vertical turbine can pumps; hypochlorite chemical storage and feed systems; surge control devices; supplemental buildings; site work; HVAC; electrical; instrumentation; plumbing; and yard piping.

ECCV SOUTHERN BOOSTER PUMP STATION (CMAR)

EAST CHERRY CREEK VALLEY WATER & SANITATION DISTRICT // \$6,050,639

PROJECT ENGINEER: Construction of a 1-MG D115 internally post-tensioned, aboveground, concrete storage tank; pump station building; pump station electrical distribution; three 2,500-GPM, 400-hp vertical turbine can pumps and appurtenances providing 11 MGD capacity; 48' finished water transmission piping and fittings; HVAC; plumbing; finishes and furniture; lighting; instrumentation and control systems; and improvements to an existing SCADA and instrumentation/control system.



HEIDI WAGNER

PROJECT MANAGER

EXPERIENCE SUMMARY

14 YEARS OF INDUSTRY EXPERIENCE

3 COLLABORATIVE DELIVERY PROJECTS COMPLETED IN COLORADO

DIRECT EXPERIENCE WORKING WITH JACOBS

Value to the City

Heidi brings the City extensive WTP and collaborative delivery experience. She will support our team and bring constructability and VE ideas during preconstruction to mitigate risks and challenges and will implement her solutions throughout construction.

Garney Experience: 8 years
Industry Experience: 14 years

Education

Bowling Green State University, BS in Construction Management

Certifications & Trainings

American Institute of Constructors, Associate Constructor (Level 1)

First Aid & CPR

OSHA 30-Hour

OSHA Competent Person - Confined Space and Trenching & Excavation

REFERENCE PROJECTS

THORNTON WTP REPLACEMENT (PDB) | PROJECT ENGINEER
CITY OF THORNTON, CO // \$85,000,000

PROJECT EXPERIENCE

PHASE 1 PERSIGO WASTEWATER TREATMENT PLANT EXPANSION PROJECT (CM/GC)

CITY OF GRAND JUNCTION, CO // \$80,000,000

PROJECT MANAGER: Preconstruction and construction services for upgrades and expansion to the aeration basin, headworks facility, grit facilities, solids dewatering system, and ultraviolet disinfection facility.

JOSEPH BLAKE WATER TREATMENT PLANT PHASE 1A IMPROVEMENTS

CENTENNIAL WATER & SANITATION DISTRICT // \$17,311,940

PROJECT MANAGER: Removal and replacement of existing aging treatment equipment including upgrades at the pretreatment building consisting of vertical paddle wheel flocculators, FRP and redwood baffle walls, inclined plate settlers. Upgrades at the Raw Water Area including removal and replacement of a 48" raw water steel pipeline, existing floating plate settlers, and solids collection equipment. The installation of 780 LF of 2" HDPE gas pipe and 360 LF of 6" DIP finished water pipe.

SOUTH WATER RECLAMATION FACILITY ADVANCED WATER TREATMENT FILTER REHABILITATION AND DISINFECTION IMPROVEMENTS (CMAR)

PARKER WATER & SANITATION DISTRICT // \$4,477,367

PROJECT ENGINEER: Rehabilitation of four Trident Microfloc units consisting of removal of existing clarifier/filter tank equipment, repair of steel tanks followed by the application of epoxy, new clarifier/filter equipment, and other equipment including valves and mixers. Included replacement of the existing chlorine gas system with a new liquid sodium hypochlorite chemical system consisting of the demolition of existing equipment, new tanks, pumps, process piping, electrical, and I&C. Additional work included fire protection, HVAC, paving, and improvements to pumping and lighting.



CHAD HULAN

LEAD ESTIMATOR

EXPERIENCE SUMMARY

-  **\$1B+** WATER/WASTEWATER PROJECTS ESTIMATED
-  **20+** COLLABORATIVE DELIVERY PROJECTS ESTIMATED
-  DIRECT EXPERIENCE WORKING WITH JACOBS AND STANTEC

Value to the City

Chad brings the City extensive experience estimating large WTP projects across the west. He will lead our team in bringing you an open-book and transparent process that will deliver a best value project.

Garney Experience: 14 years
Industry Experience: 31 years

Education

US Navy Nuclear Power School, 1992

Certifications & Trainings

TN Contractor License QP 23798

REFERENCE PROJECTS

 **BRIGHTON WTP IMPROVEMENTS (CMAR) | ESTIMATOR**
CITY OF BRIGHTON, CO // \$167,000,000

PAR 1088 NORTHERN TREATMENT PLANT (PDB) | ESTIMATOR
METRO WATER RECOVERY // \$250,000,000

THORNTON WTP REPLACEMENT (PDB) | ESTIMATOR
CITY OF THORNTON, CO // \$85,000,000

BOIS D'ARC LAKE WTP & PUMP STATIONS (CMAR) | ESTIMATOR
NORTH TEXAS MUNICIPAL WATER DISTRICT // \$433,000,000

PROJECT EXPERIENCE

P-1231 WASTEWATER TREATMENT PLANT AT MARINE CORPS AIR GROUND COMBAT CENTER (DESIGN-BUILD)
NAVAL FACILITIES ENGINEERING COMMAND, SOUTHWEST //
\$154,901,876

CHIEF ESTIMATOR: Construction of a new 2.0 MGD conventional media filtration wastewater treatment plant and supporting WWTP facilities. Includes operations and process buildings, headworks, influent pump station, odor control, aeration basin, secondary clarifiers, WAS storage tank, sludge drying beds, chemical systems, 1.5 MG recycled water storage tank and recycled water pump station, process, sewer, finished water, and reclaimed piping, paving, and site improvements, and a 1.5-MG recycled water storage tank and irrigation pump station for the base golf course.

PAR 942 NORTH SECONDARY COMPLEX IMPROVEMENTS
METRO WATER RECOVERY // \$48,340,421

MECHANICAL PROJECT MANAGER: Demolition of a chemical building, construction of four CaRRB basins, main influent channel mixing system, modifications to twelve existing aeration basins and twelve existing 120' secondary clarifiers, new return activated sludge (RAS) and mixed liquor return (MLR) pumps, interim alkalinity feed system, 1,700 LF of 36" and 42" steel pipelines, and electrical power and instrumentation upgrades.

**CHEROKEE TDS REDUCTION FACILITY (PDB)
CHEROKEE METROPOLITAN DISTRICT //**

\$42,288,620

SENIOR ESTIMATOR: A new metal building housing an RO and pressure membrane ultrafiltration system, evaporation ponds, headworks structure, grit basin, and modifications to the existing SBR basins consisted of removing the existing diffusers and replacing them with MBR. The MBR basins are also receiving two waste recirculation pumps and submersible mixers. Includes a chemical storage building and feed system, stormwater detention basin outlet structure, and HDPE discharge piping. A 3 MGD bypass was used to keep the plant in operation.

**WOLCOTT WASTEWATER TREATMENT PLANT
EXPANSION (CMAR)
UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY //**

ESTIMATOR: Construction of a new 2 MGD WWTP that replaced an aging 0.3 MGD plant consisting of chemical feed facilities, aeration basins with diffusers, aeration blowers, submersible mixers, UV disinfection, headworks, influent pump station, odor control system, and concrete outlet structure. Additional work included the construction of a 2 MG D110 Type III concrete tank, electrical, manholes, paving, the installation of 2,617 LF of 2" to 30" process pipe, 4,101 LF of 2" to 24" sanitary force main, 1,902 LF of 6" to 42" sanitary gravity pipe, 1,690 LF of 2" and 4" gas pipe, 980 LF of 3" finished water pipe, and 745 LF of 8" fire line.

**75TH STREET WASTEWATER TREATMENT PLANT
UPGRADES
CITY OF BOULDER, CO //**

MECHANICAL PROJECT MANAGER: Included improvements to expand the plant's treatment capacity from 20.5 to 25 MGD by converting the secondary treatment process from a trickling filter / solids contract process to an activated sludge process. This required the retrofit to an existing pump station, three new activated sludge aeration basins, new blower building, and a new 85' secondary clarifier. Additional work included demolition to accommodate new construction, site piping, grading, and upgrades to the electrical and I&C systems.

**PLUM CREEK WATER PURIFICATION FACILITY
ADVANCED TREATMENT PROJECT (CM/GC)**

TOWN OF CASTLE ROCK, CO //

CHIEF ESTIMATOR: Installation of equipment for pre-ozone, biologically active carbon filtration, ozone generation and destruction system, GAC including eight downflow liquid activated carbon adsorption units, UV disinfection including one inline 12.8 MGD unit, two dewatering centrifuges, and a 1 MG D110 Type III aboveground concrete water storage tank.

**NORTHERN WATER SUPPLY PROJECT MEMBRANE
WATER TREATMENT FACILITY (CM/GC)
EAST CHERRY CREEK VALLEY WATER &
SANITATION DISTRICT //**

SUPERINTENDENT: Construction of a new membrane water treatment building, reverse osmosis equipment, membrane feed pumps, ultraviolet water treatment equipment, installation of new chemical tanks, chemical piping, clean-in-place tanks, a high service pump station building, and 5 MG welded steel aboveground water storage reservoir that included a concentrate storage pond and concentrate discharge pump station.

**HILLCREST RESERVOIR BASIN REPLACEMENT
PROJECT - WORK PACKAGE 03 TANKS
DENVER WATER //**

CHIEF ESTIMATOR: Construction of three 15 MG buried D115 post-tensioned concrete storage tanks, tie-in of steel pipeline ranging from 18" to 90", seven cast-in-place concrete valve vaults, and ten manholes. The pipeline segment included the installation of 3,500 LF of 18" to 90" steel waterline, 560 LF of 48" HDPE, 5,120 LF of 1" poly tubing waterlines, large valve installations up to 72", as well as deep excavations up to 25 vertical feet.

**WEMLINGER WATER PURIFICATION FACILITY CT
CHAMBER
CITY OF AURORA, CO //**

CHIEF ESTIMATOR: Excavation for and construction of a new 2.5 MG buried chlorine contact (CT) chamber. Installation of new finished water (FW) pumps; 18" to 72" FW lines that connect to the CT Chamber; sanitary sewer, gas, and overflow lines; an electrical duct bank; the demolition and installation of a new HVAC system; and electrical and chemical piping modifications.



BRAD KRIER

CONSTRUCTABILITY & VE | GENERAL SUPERINTENDENT

EXPERIENCE SUMMARY

 **23** YEARS OF INDUSTRY EXPERIENCE

 **9** WATER/WASTEWATER PROJECTS COMPLETED IN COLORADO

  DIRECT EXPERIENCE WORKING WITH JACOBS

Value to the City

Brad brings 23 years of water/wastewater construction experience to the City. With his experience, he knows how to navigate the challenges of replacing water infrastructure and WTPs while keeping safety, cost, schedule, and quality top priorities.

Garney Experience: 9 years
Industry Experience: 23 years

Education

Colorado State University, BA in
Construction Management

Certifications & Trainings

First Aid & CPR Trained

NCCER Craft Instructor

SST I, II & III

REFERENCE PROJECTS

BRIGHTON WTP IMPROVEMENTS (CMAR) | GENERAL SUPERINTENDENT
CITY OF BRIGHTON, CO // \$167,000,000

PROJECT EXPERIENCE

NORTH WATER RECLAMATION FACILITY PHASE 1A IMPROVEMENTS (CMAR)

PARKER WATER & SANITATION DISTRICT // \$57,377,125

SUPERINTENDENT: CMAR services for improvements and the 1.8 MGD expansion to an existing 2 MGD wastewater treatment plant which included headworks, chemical storage & feed, screening, grit removal, odor control, primary clarifier, polymer injection, primary sludge pump station, and AWT facility including flocculation, sedimentation, and filtration. Also included UV disinfection, replacement of DAF thickeners with rotary drum thickeners, conversion of aerobic digesters to ATAD, and upgrades to primary power metering/distribution, standby power, I&C, and PLC.

WASTEWATER TREATMENT PLANT IMPROVEMENTS (CMAR)

CITY OF LOVELAND, CO // \$35,133,341

GENERAL SUPERINTENDENT: Removal of digesters 3 and 4, MCC building, sludge mixing tank, digester feed pumps, primary sludge mixing pumps, and heat exchangers. The BNR phase included removal and replacement of fine bubble aeration diffusers and RAS anoxic zone tank. Relocation of an existing sanitary sewer, renovation of the primary sludge pump station, replacement of digester biogas burner, renovation of existing RAS progressive cavity pump station, renovation of three primary clarifiers, and new chemical feed equipment.

5 MG GOLD HILL WATER STORAGE TANK

CITY OF GREELEY, CO // \$4,256,864

SENIOR SUPERINTENDENT: Construction of an aboveground 180' diameter 5 MG D115 post-tensioned concrete tank including extensive earthwork, inlet and outlet steel piping consisting of 300 LF of 30" carbon steel waterline, manholes, two 24" hot taps which required asbestos abatement, and a 30" gate valve.

**DEEP WELL INJECTION PUMP STATION (DI-2)
(CM/GC)**

**EAST CHERRY CREEK VALLEY WATER &
SANITATION DISTRICT // \$3,952,907**

CIVIL SUPERINTENDENT: Installation of two prefabricated buildings including a 30' x 60' structure that houses two pumps and mechanical equipment, a 20' x 40' structure that houses all electrical gear, and installation of a 20' x 15' x 10' precast vault.

**FOOTHILLS TREATMENT PLANT DRYING BED
DECANT AND HEADWORKS MODIFICATIONS
DENVER WATER // \$1,457,000**

SUPERINTENDENT: Installation of 3,779 LF of new 10" PVC pressure waterline, concrete wetwell vault, two 25 HP submersible pumps within the vault, two 60" manway vaults, two 1" air valves inside of each vault, and a 25 HP raw water vertical turbine pump installed at the headworks.

**GRANULAR ACTIVATED CARBON SYSTEM 2022
TOWN OF SUPERIOR, CO // \$1,015,692**

GENERAL SUPERINTENDENT: Demolition of existing asphalt, placing a 50' X 70' concrete pad, installation of three GAC skids, as well as the installation of pipe, fittings, flowmeters, electrical, and instrumentation to connect to the existing plant.

***PRAIRIE WATERS - AURORA RESERVOIR WATER
PURIFICATION FACILITY // \$192,700,000**

This project consisted of three raw water booster pump stations delivering raw water approximately 35 miles south to the new Prairie Waters Treatment Plant in Aurora. The work included a 6 MG and two 1.5 MG post-tensioned water storage tanks. Conveyance pipe lines range from 60"-90" diameter. The project provided and initial capacity of one 650 HP, 7.5 MGD pump and one 1,200 HP, 12.5 MGD pump with piping for future additional pumps at each pump station to provide the ultimate capacity of 50 MGD. The scope of work included approximately 18,000 CY of concrete, 5,280 LF of roadway, 45,000 LF of site and yard piping including 7,200 LF of 48"-96" steel piping and 18,000 LF of 12"-16" potable water DIP piping, 125kW standby diesel engine generators, 7.5 MGD and 12.5 MGD horizontal end suction centrifugal pumps, and associated electrical, instrumentation, site and landscape improvements and related appurtenances.

***METRO PAR 1085 - SOUTH SECONDARY
IMPROVEMENTS // \$134,000,000**

This project consisted of a new south aeration complex including six parallel single pass aeration basins with a total volume of 4.5 MG, SAC centrate and RAS re-aeration basins including three parallel CaRRB basins with a total volume of 1.1 MG and a new blower building. Extensive remodeling in the existing south secondary clarifiers including bottom slab for RAW piping, new mechanisms and hydraulic suction, along with flocculation and energy dissipating inlets, as well as updates to the existing centrate feed pump station and centrate transfer pump station.

***LITTLETON/ENGLEWOOD WASTEWATER
TREATMENT PLANT // \$90,300,000**

Extensive renovation and expansion of the Littleton/Englewood Wastewater Treatment Plant was necessary to meet including hydraulic demand and more stringent effluent requirements. Renovation included facilities from the headworks, primary treatment clarifiers, secondary treatment solids contact tanks, blowers, and clarifiers, digester and DAFT complexes, and disinfection hypochlorite and sodium bisulfate systems. Addition of a new process train included a denitrification filter complex and pump station with methanol storage and pumping facility. Major modifications integrated new electrical power distribution and new control systems, HVAC systems and site landscaping and paving.



HAMID GHAFOURI

SCHEDULER

EXPERIENCE SUMMARY

2 CMARS IN COLORADO AS SCHEDULER

11 YEARS OF INDUSTRY EXPERIENCE

DIRECT EXPERIENCE MANAGING THE SCHEDULE ON A LARGE WTP

Value to the City

Hamid will bring his direct experience managing scheduling on WTP projects in Colorado. He will use his expertise to ensure the project is complete on time and the City receives the best value project.

Garney Experience: 2 years
Industry Experience: 11 years

Education

Colorado State University, MS in
Construction Management

University of Tehran, MS in Project and
Construction Management

University of Tehran, BS in
Architectural Engineering

Certifications & Trainings

First Aid & CPR

OSHA 30-Hour

REFERENCE PROJECT

BRIGHTON WTP IMPROVEMENTS (CMAR) | SCHEDULER
CITY OF BRIGHTON, CO // \$167,000,000

PROJECT EXPERIENCE

**JOSEPH BLAKE WATER TREATMENT PLANT PHASE 1B
IMPROVEMENTS PROJECT (CMAR)**

CENTENNIAL WATER & SANITATION DISTRICT // \$45,000,000

SCHEDULER: Installation of new chemical building, FRP chemical storage tanks, utility corridor with 11,000 LF of 4" HDPE double containment process piping, electrical upgrade of existing plant and relocation of an electrical duct bank, demolition of old chemical building after new building is constructed, and 96,000 SF of paving. Other work includes installation of 7,920 LF of 14" DIP finished water line and 6,000 LF of 3" directional drill to run fiber optic to another plant.



JUAN CAMPBELL

CONCRETE SUPERINTENDENT

EXPERIENCE SUMMARY

- 10 WATER/WASTEWATER PROJECTS COMPLETED IN COLORADO
- 5 COLLABORATIVE DELIVERY PROJECTS COMPLETED IN COLORADO
- 35 YEARS OF INDUSTRY EXPERIENCE

Value to the City

Juan has dedicated his entire career to the water/wastewater industry. He will bring his extensive experience to ensure that your project is high quality, safe, on-time, and within budget.

Garney Experience: 12 years
Industry Experience: 35 years

Education

University of Colorado, Coursework in
Master of Engineering Management

Certifications & Trainings

Certified Erosion Control Supervisor

Certified Powered Industrial Truck
Operator

OSHA 10-Hour

OSHA Competent Person - Confined
Space

REFERENCE PROJECTS

THORNTON WTP REPLACEMENT (PDB) | SUPERINTENDENT
CITY OF THORNTON, CO // \$85,000,000

PROJECT EXPERIENCE

SOLDIER CANYON FILTER PLANT 15 MGD EXPANSION (CMAR)
SOLDIER CANYON WATER TREATMENT AUTHORITY // \$34,406,071

SUPERINTENDENT: CMAR services for a 15 MGD expansion to the existing Soldier Canyon Water Treatment Plant for a finished capacity of 60 MGD. Construction phase included a new 30 MGD rapid mixing flocculation and sedimentation basin pretreatment facility, chlorine contact basin, replacement of the existing concrete solids handling decant pond, sludge pump station upgrades, chemical storage and feed facilities, pipeline improvements, electrical including a generator and I&C upgrades, paving, grading, and landscaping.

NORTHERN WATER TREATMENT PLANT PHASE 2 (CM/GC)

EAST CHERRY CREEK VALLEY WATER & SANITATION DISTRICT //
\$33,500,978

SENIOR SUPERINTENDENT: Expansion of the Northern WTP with an additional 10 MGD that included the construction of two additional RO treatment trains, the addition of a bulk chemical storage building, and chemical system modifications in the existing RO building. Included all site work, utilities, paving, and electrical and mechanical modifications to the SCADA system.

HILLCREST RESERVOIR BASIN REPLACEMENT PROJECT - WORK PACKAGE 03 TANKS

DENVER WATER // \$27,259,967

CIVIL SUPERINTENDENT: Construction of three 15 MG buried D115 post-tensioned concrete storage tanks, tie-in of steel pipeline ranging from 18" to 90", seven cast-in-place concrete valve vaults, and ten manholes. The pipeline segment included the installation of 3,500 LF of 18" to 90" steel waterline, 560 LF of 48" HDPE, 5,120 LF of 1" poly tubing waterlines, large valve installations up to 72", as well as deep excavations up to 25 vertical feet.

**CANYONS TANK AND PIPELINE PROJECT
PARKER WATER & SANITATION DISTRICT //**

\$13,290,765

GENERAL SUPERINTENDENT: Construction of a buried 5 MG D115 water storage tank with associated DIP outlet and drainage lines consisting of 2,590 LF of 16" to 36", as well as 100 LF of 30" PVC overflow pipe. Additional work included a precast concrete vault and meter, manhole, hoe ramming, electrical fiber optic, and minor instrumentation and controls.

**LYNN R. MORGAN WATER TREATMENT FACILITY
EXPANSION (CMAR)**

TOWN OF ERIE, CO // **\$12,819,231**

SENIOR SUPERINTENDENT: Treatment plant expansion from 9.9 MGD to 16.65 MGD that included raw water piping improvements, flow meter addition, new rapid mix basin with surface mixers, four-stage flocculation train and sedimentation basin using inclined plate settlers, three submerged vacuum membranes, backwash tank, a high service pump, 985 LF of 6" to 36" DIP waterlines, pump pad demolition, and upgrades to mechanical, electrical, and controls.

**HIGHLANDS RESERVOIR REPLACEMENT OF
BASINS 1 AND 2**

DENVER WATER // **\$10,763,164**

GENERAL SUPERINTENDENT: Included demolition of two existing tanks and construction of a new 7 MG D115 post-tensioned concrete buried tank, asbestos abatement, tie-in of 30" and 42" steel pipelines which required 24-foot deep excavations, shoring, cathodic protection, welding, joint repairs, new asphalt roads, landscaping, and security fencing.

**5 MG GOLD HILL WATER STORAGE TANK
CITY OF GREELEY, CO //** **\$4,256,864**

SUPERINTENDENT: Construction of an aboveground 180' diameter 5 MG D115 post-tensioned concrete tank including extensive earthwork, inlet and outlet steel piping consisting of 300 LF of 30" carbon steel waterline, manholes, two 24" hot taps which required asbestos abatement, and a 30" gate valve.

Value to the City

Tobias has been building WTP and water/wastewater infrastructure throughout Colorado for decades. He will bring the City knowledge and expertise that will drive the success of your project while leading his crew to do quality and safe work.

Garney Experience: 19 years
Industry Experience: 19 years

Certifications & Trainings

First Aid & CPR

OSHA 30-Hour

TOBIAS SANTOYO

CONCRETE SUPERINTENDENT

EXPERIENCE SUMMARY

-  **19 YEARS DEDICATED TO BUILDING WATER/WASTEWATER PROJECTS**
-  **7 WATER/WASTEWATER PROJECTS COMPLETED IN COLORADO**
-  **DIRECT EXPERIENCE WORKING WITH JACOBS**

REFERENCE PROJECTS

PAR 1088 NORTHERN TREATMENT PLANT (PDB) | FOREMAN

METRO WATER RECOVERY // \$250,000,000

PROJECT EXPERIENCE

GRISWOLD WPF SOLIDS HANDLING IMPROVEMENTS (CM/GC) CITY OF AURORA, CO // \$40,386,873

SUPERINTENDENT: The scope is being completed in two phases consisting of Phase 1 pipeline installation including 900 LF of 24" DIP and 150 LF of 36" steel reclaimed waterlines and upgrades to process piping systems. Phase 2 consists of the demolition of three existing filter backwash lagoons and replacement with five new basins, a splitter box, backwash recycle pump station, modifications to the suction and discharge piping, replacement of the backwash supply pumps, two new backwash supply/filter-to-waste isolation valves, electrical upgrades, two 60" manholes, and paving.

EVANS CONSOLIDATED WASTEWATER TREATMENT PLANT (CMAR) CITY OF EVANS, CO // \$39,160,075

FOREMAN: Under contract to Ditesco, this project is for a new facility for the City of Evans that treats combined flows from two collection basins. Construction includes a headworks facility with mechanical step screen, manual bar screen, and grit removal system, three-stage secondary process capable of nitrification, denitrification, and biological phosphorus removal with three treatment trains, three secondary clarifiers, UV disinfection system with two channels and two banks in series, administration/O&M/lab building, anaerobic lagoon for solids handling, 3.0 MGD lift station, and three miles of two 10" diameter force mains.

**SOLDIER CANYON FILTER PLANT 15 MGD
EXPANSION (CMAR)**

SOLDIER CANYON WATER TREATMENT

AUTHORITY // \$34,406,071

FOREMAN: CMAR services for a 15 MGD expansion to the existing Soldier Canyon Water Treatment Plant for a finished capacity of 60 MGD. Construction phase included a new 30 MGD rapid mixing flocculation and sedimentation basin pretreatment facility, chlorine contact basin, replacement of the existing concrete solids handling decant pond, sludge pump station upgrades, chemical storage and feed facilities, pipeline improvements, electrical including a generator and I&C upgrades, paving, grading, and landscaping.

**PAR 1232 SECOND CREEK INTERCEPTOR
AND SAND CREEK INTERCEPTOR SYSTEM
IMPROVEMENTS (CM/GC)**

METRO WATER RECOVERY // \$139,590,651

ASSISTANT SUPERINTENDENT: Design and construction of 17 miles of 30" to 60" fiberglass gravity interceptor sewer along with manholes, connection structures, metering facilities, and an odor control facility. Also included trenchless pipe installations including bores, hand tunnels, and micro tunnels, as well as an 850 LF river crossing with 48" HDPE siphon piping.

**DODD WATER TREATMENT PLANT UPGRADES
(PDB)**

LEFT HAND WATER DISTRICT // \$29,383,347

FOREMAN: Expansion of the existing plant from 6 MGD to 10 MGD including the construction of a new pretreatment building housing the chemical feed equipment, a settling basin with plate settlers, a horizontal flocculation basin, raw water strainers, and the membrane feed pumps. Installation of membrane racks, pretreatment chemicals/process, and new HS finish water pumps.

29TH STREET 5.5 MG WATER STORAGE TANK

CITY OF LOVELAND, CO // \$6,811,297

ASSISTANT SUPERINTENDENT: Construction of a 5.5 MG D115 post-tensioned concrete ground water storage tank that included mass excavation and rock excavation. Also included a two-story concrete structure for the metering vault and the installation of connective waterlines including 420 LF of 20" and 12" mortar-lined steel, 120 LF of 6" DIP, and 80 LF of 6" PVC.



GREG HANNAH

MECHANICAL SUPERINTENDENT

EXPERIENCE SUMMARY

- **\$532M** WATER/WASTEWATER PROJECTS IN COLORADO
- **8** COLLABORATIVE DELIVERY PROJECTS COMPLETED
-  DIRECT EXPERIENCE WORKING WITH JACOBS

Value to the City

Greg has dedicated his entire career to the water/wastewater industry. He has direct experience on large water/wastewater treatment facilities and will bring his expertise to drive the success of this project.

Garney Experience: 18 years
Industry Experience: 20 years

Certifications & Trainings

Confined Space Entry & Rescue

First Aid & CPR

Hazard Communication/MSDS

OSHA 10-Hour

OSHA Competent Person - Crane
Signal, Fall Protection, Lockout /
Tagout, and Silica

REFERENCE PROJECTS

**BRIGHTON WTP IMPROVEMENTS (CMAR) | SUPERINTENDENT
CITY OF BRIGHTON, CO // \$167,000,000**

**PAR 1088 NORTHERN TREATMENT PLANT (PDB) | FOREMAN
METRO WATER RECOVERY // \$250,000,000**

PROJECT EXPERIENCE

**NORTH WATER RECLAMATION FACILITY PHASE 1A IMPROVEMENTS
(CMAR)**

PARKER WATER & SANITATION DISTRICT // \$57,377,125

ASSISTANT SUPERINTENDENT: CMAR services for improvements and the 1.8 MGD expansion to an existing 2 MGD wastewater treatment plant which included headworks, chemical storage & feed, screening, grit removal, odor control, primary clarifier, polymer injection, primary sludge pump station, and AWT facility including flocculation, sedimentation, and filtration. Also included UV disinfection, replacement of DAF thickeners with rotary drum thickeners, conversion of aerobic digesters to ATAD, and upgrades to primary power metering/distribution, standby power, I&C, and PLC.

CHEROKEE TDS REDUCTION FACILITY (PDB)

CHEROKEE METROPOLITAN DISTRICT // \$42,288,620

ASSISTANT SUPERINTENDENT: A new metal building housing an RO and pressure membrane ultrafiltration system, evaporation ponds, headworks structure, grit basin, and modifications to the existing SBR basins consisted of removing the existing diffusers and replacing them with MBR. The MBR basins are also receiving two waste recirculation pumps and submersible mixers. Includes a chemical storage building and feed system, stormwater detention basin outlet structure, and HDPE discharge piping. A 3 MGD bypass was used to keep the plant in operation.

PAR 942 NORTH SECONDARY COMPLEX IMPROVEMENTS

METRO WATER RECOVERY // \$48,340,421

LABORER: Demolition of a chemical building, construction of four CaRRB basins, main influent channel mixing system, modifications to twelve existing aeration basins and twelve existing 120' secondary clarifiers, new return activated sludge (RAS) and mixed liquor return (MLR) pumps, interim alkalinity feed system, 1,700 LF of 36" and 42" steel pipelines, and electrical power and instrumentation upgrades.

WASTEWATER TREATMENT PLANT IMPROVEMENTS (CMAR)

CITY OF LOVELAND, CO // \$35,133,341

FOREMAN: Removal of digesters 3 and 4, MCC building, sludge mixing tank, digester feed pumps, primary sludge mixing pumps, and heat exchangers. The BNR phase included removal and replacement of fine bubble aeration diffusers and RAS anoxic zone tank. Relocation of an existing sanitary sewer, renovation of the primary sludge pump station, replacement of digester biogas burner, renovation of existing RAS progressive cavity pump station, renovation of three primary clarifiers, and new chemical feed equipment.

75TH STREET WASTEWATER TREATMENT PLANT UPGRADES

CITY OF BOULDER, CO // \$28,477,763

LABORER: Included improvements to expand the plant's treatment capacity from 20.5 to 25 MGD by converting the secondary treatment process from a trickling filter / solids contract process to an activated sludge process. This required the retrofit to an existing pump station, three new activated sludge aeration basins, new blower building, and a new 85' secondary clarifier. Additional work included demolition to accommodate new construction, site piping, grading, and upgrades to the electrical and I&C systems.

FRUITA WASTEWATER RECLAMATION FACILITY CITY OF FRUITA, CO // \$22,250,084

LABORER: Construction of a headworks building with influent pumps, screenings, compactor and washer equipment, grit removal and dewatering equipment, RAS/WAS pumps, related piping, valves, cranes and hoists, foul air fans, granular activated carbon filter, HVAC, instrumentation, and electrical. This WWTP has a capacity of 2.33 MGD.

RUETER-HESS WELL HOUSE MODIFICATIONS (PDB) PARKER WATER & SANITATION DISTRICT // \$14,591,185

SUPERINTENDENT: The Garney + TT design-build team was awarded the preconstruction contract for this project to provide a technical memorandum to Parker Water & Sanitation District summarizing the options for adding iron and manganese management treatment capacity to the Rueter-Hess Well House.

75TH STREET DEWATERING IMPROVEMENTS PROJECT

CITY OF BOULDER, CO // \$11,782,502

LABORER: Improvements to the plant's solids treatment side including modifications to the existing sludge process building, construction of a new three-story solids dewatering building to house three centrifuges, a 45' tall biosolids cake storage system & truck load-out, and a new centrate handling system.

HIGHLANDS RESERVOIR REPLACEMENT OF BASINS 1 AND 2

DENVER WATER // \$10,763,164

LABORER: Included demolition of two existing tanks and construction of a new 7 MG D115 post-tensioned concrete buried tank, asbestos abatement, tie-in of 30" and 42" steel pipelines which required 24-foot deep excavations, shoring, cathodic protection, welding, joint repairs, new asphalt roads, landscaping, and security fencing.



CHUCK KRIER

MECHANICAL SUPERINTENDENT

EXPERIENCE SUMMARY

● **\$637M** WATER/WASTEWATER PROJECTS IN COLORADO

● **18** COLLABORATIVE DELIVERY PROJECTS COMPLETED

●  DIRECT EXPERIENCE WORKING WITH JACOBS & STANTEC

Value to the City

Chuck brings the City decades of experience in building WTP and water/wastewater infrastructure using collaborative delivery methods. He will bring his collaborative mindset to drive the success of your project.

Garney Experience: 21 years
Industry Experience: 37 years

Certifications & Trainings

24-Hour HAZMAT

40-Hour HAZMAT

First Aid & CPR Trained

Forklift Operation Certified

HDPE Pipe Fusion

OSHA 10-Hour

OSHA Competent Person - Confined Space and Trenching & Excavation

REFERENCE PROJECTS

PAR 1088 NORTHERN TREATMENT PLANT (PDB) |
MECHANICAL SUPERINTENDENT
METRO WATER RECOVERY // \$250,000,000

THORNTON WTP REPLACEMENT (PDB) | SUPERINTENDENT
CITY OF THORNTON, CO // \$85,000,000

PROJECT EXPERIENCE

WES BROWN WATER TREATMENT PLANT IMPROVEMENT (CM/GC)
CITY OF THORNTON, CO // \$56,653,239

MECHANICAL SUPERINTENDENT: This project included modifications to the existing plant by replacing the existing upflow solids contact clarifiers, reconfiguring the conventional filters with GE ultra filtration submerged membranes, and rebuilding the existing pipe gallery in a six-month period. New construction included chemical feed facilities, 3 MG clear well, 45 MGD high service pump station, maintenance facilities, and administration facilities.

PAR 942 NORTH SECONDARY COMPLEX IMPROVEMENTS
METRO WATER RECOVERY // \$48,340,421

MECHANICAL PROJECT MANAGER: Demolition of a chemical building, construction of four CaRRB basins, main influent channel mixing system, modifications to twelve existing aeration basins and twelve existing 120' secondary clarifiers, new return activated sludge (RAS) and mixed liquor return (MLR) pumps, interim alkalinity feed system, 1,700 LF of 36" and 42" steel pipelines, and electrical power and instrumentation upgrades.

**EVANS CONSOLIDATED WASTEWATER
TREATMENT PLANT (CMAR)**

CITY OF EVANS, CO // \$39,160,075

SUPERINTENDENT: Under contract to Ditesco, this project is for a new facility for the City of Evans that treats combined flows from two collection basins. Construction includes a headworks facility with mechanical step screen, manual bar screen, and grit removal system, three-stage secondary process capable of nitrification, denitrification, and biological phosphorus removal with three treatment trains, three secondary clarifiers, UV disinfection system with two channels and two banks in series, administration/O&M/lab building, anaerobic lagoon for solids handling, 3.0 MGD lift station, and three miles of two 10" diameter force mains.

**KC-46A DEPOT MAINTENANCE COMPLEX
SUPPORT INFRASTRUCTURE**

TINKER AIR FORCE BASE // \$36,714,262

SUPERINTENDENT: Support infrastructure for the KC-46A aircraft depot maintenance complex which included clearing and leveling of the site, storm drainage, utility infrastructure systems including roads, aircraft parking apron, taxiway, and all other supporting facilities including electrical, water, sewer, gas, steam and chilled water distribution, communications, and fuel system piping.

**LARRY D. MOORE WATER TREATMENT PLANT
ROXBOROUGH WATER AND SANITATION**

DISTRICT // \$35,495,849

MECHANICAL SUPERINTENDENT: Raw water chemical feed systems, Kruger Actiflo equipment, a recycled LPHO UV disinfection system, three sodium hypochlorite tanks and feed system, sedimentation basins with plate settlers, two air scour aeration blowers, flocculators, a storm water pond, and installation of various interior and exterior piping totaling 14,292 LF, as well as 6,000 LF of 24" DIP transmission main.

**WASTEWATER TREATMENT PLANT
IMPROVEMENTS (CMAR)**

CITY OF LOVELAND, CO // \$35,133,341

SUPERINTENDENT: Removal of digesters 3 and 4, MCC building, sludge mixing tank, digester feed pumps, primary sludge mixing pumps, and heat exchangers. The BNR phase included removal and replacement of fine bubble aeration diffusers and RAS anoxic zone tank. Relocation of an existing sanitary sewer, renovation of the primary sludge pump station, replacement of digester biogas burner, renovation of existing RAS progressive cavity pump station, renovation of three primary clarifiers, and new chemical feed equipment.

WTRF NITRIFICATION PROJECT PHASE II (CMAR)

CITY OF GREELEY, CO // \$30,303,288

SUPERINTENDENT: Construction of a new 1.1 MG aeration basin; modification of four existing aeration basins to convert operation from in-series to in-parallel and includes isolation gate replacement, diffused aeration system modifications, baffle walls, and demolition of existing anoxic mixers and pumps; unaerated zones in an A2O process arrangement; MLR pump station; and modifications to existing RAS pump station. Additional work included earthwork, internal traffic routing modifications, electrical, instrumentation, and SCADA upgrades to support improvements.

**DODD WATER TREATMENT PLANT UPGRADES
(PDB)**

LEFT HAND WATER DISTRICT // \$29,383,347

MECHANICAL SUPERINTENDENT: Expansion of the existing plant from 6 MGD to 10 MGD including the construction of a new pretreatment building housing the chemical feed equipment, a settling basin with plate settlers, a horizontal flocculation basin, raw water strainers, and the membrane feed pumps. Installation of membrane racks, pretreatment chemicals/process, and new HS finish water pumps.



JANET MARRIAGE, ASP, CHST

SAFETY MANAGER

EXPERIENCE SUMMARY

-  **\$1.3B** WATER/WASTEWATER PROJECTS
-  **30** COLLABORATIVE DELIVERY PROJECTS COMPLETED
-  **DIRECT EXPERIENCE WORKING WITH JACOBS & STANTEC**

Value to the City

Janet has spent her entire career managing safety in the construction industry. She will bring her extensive experience to ensure that your project is completed safely and that all community members and project team members remain safe.

Garney Experience: 12 years
Industry Experience: 28 years

Education

Colorado State University, BS in
Construction Management

Certifications & Trainings

Associate Safety Professional ASP-
34736

Construction Health and Safety
Technician (CHST) CHST-12272

Confined Space Entry & Rescue;
Confined Space Entry Program
Instructor

Crane Management Supervisor
EM 385-1-1 40-Hour

First Aid & CPR Certified Instructor

OSHA 30-Hour; OSHA 500 Trainer
Course; OSHA Competent Person -
Confined Space, Fall Protection, Lockout/
Tagout, Scaffolding, and Trenching &
Excavation

REFERENCE PROJECTS

BRIGHTON WTP IMPROVEMENTS (CMAR) | SAFETY MANAGER
CITY OF BRIGHTON, CO // \$167,000,000

PAR 1088 NORTHERN TREATMENT PLANT (PDB) |
SAFETY MANAGER
METRO WATER RECOVERY // \$250,000,000

THORNTON WTP REPLACEMENT (PDB) | SAFETY MANAGER
CITY OF THORNTON, CO // \$85,000,000

PROJECT EXPERIENCE

PHASE 1 PERSIGO WASTEWATER TREATMENT PLANT EXPANSION
PROJECT (CM/GC)

CITY OF GRAND JUNCTION, CO // \$80,000,000

REGIONAL SAFETY MANAGER: Preconstruction and construction services for upgrades and expansion to the aeration basin, headworks facility, grit facilities, solids dewatering system, and ultraviolet disinfection facility.

NORTH WATER RECLAMATION FACILITY PHASE 1A IMPROVEMENTS
(CMAR)

PARKER WATER & SANITATION DISTRICT // \$57,377,125

REGIONAL SAFETY MANAGER: CMAR services for improvements and the 1.8 MGD expansion to an existing 2 MGD wastewater treatment plant which included headworks, chemical storage & feed, screening, grit removal, odor control, primary clarifier, polymer injection, primary sludge pump station, and AWT facility including flocculation, sedimentation, and filtration. Also included UV disinfection, replacement of DAF thickeners with rotary drum thickeners, conversion of aerobic digesters to ATAD, and upgrades to primary power metering/distribution, standby power, I&C, and PLC.

**PAR 1232 SECOND CREEK INTERCEPTOR
AND SAND CREEK INTERCEPTOR SYSTEM
IMPROVEMENTS (CMAR)**

METRO WATER RECOVERY // \$139,590,651

REGIONAL SAFETY MANAGER: Design and construction of 17 miles of 30" to 60" fiberglass gravity interceptor sewer along with manholes, connection structures, metering facilities, and an odor control facility. Also included trenchless pipe installations including bores, hand tunnels, and micro tunnels, as well as an 850 LF river crossing with 48" HDPE siphon piping.

**JOSEPH BLAKE WATER TREATMENT PLANT
PHASE 1B IMPROVEMENTS PROJECT (CMAR)
CENTENNIAL WATER & SANITATION DISTRICT //**
\$45,000,000

REGIONAL SAFETY MANAGER: Installation of new chemical building, FRP chemical storage tanks, utility corridor with 11,000 LF of 4" HDPE double containment process piping, electrical upgrade of existing plant and relocation of an electrical duct bank, demolition of old chemical building after new building is constructed, and 96,000 SF of paving. Other work includes installation of 7,920 LF of 14" DIP finished water line and 6,000 LF of 3" directional drill to run fiber optic to another plant.

**CHEROKEE TDS REDUCTION FACILITY (PDB)
CHEROKEE METROPOLITAN DISTRICT //**
\$42,288,620

REGIONAL SAFETY MANAGER: A new metal building housing an RO and pressure membrane ultrafiltration system, evaporation ponds, headworks structure, grit basin, and modifications to the existing SBR basins consisted of removing the existing diffusers and replacing them with MBR. The MBR basins are also receiving two waste recirculation pumps and submersible mixers. Includes a chemical storage building and feed system, stormwater detention basin outlet structure, and HDPE discharge piping. A 3 MGD bypass was used to keep the plant in operation.

**EVANS CONSOLIDATED WASTEWATER
TREATMENT PLANT (CMAR)**

CITY OF EVANS, CO // \$39,160,075

SAFETY MANAGER: Under contract to Ditesco, this project is for a new facility for the City of Evans that treats combined flows from two collection basins. Construction includes a headworks facility with mechanical step screen, manual bar screen, and grit removal system, three-stage secondary process capable of nitrification, denitrification, and biological phosphorus removal with three treatment trains, three secondary clarifiers, UV disinfection system with two channels and two banks in series, administration/O&M/lab building, anaerobic lagoon for solids handling, 3.0 MGD lift station, and three miles of two 10" diameter force mains.

**SOUTHERN WATER SUPPLY PROJECT II
NORTHERN COLORADO WATER CONSERVANCY
DISTRICT //**
\$38,145,246

REGIONAL SAFETY MANAGER: Installation of 109,635 LF of 36" and 32" welded steel (mortar-lined and polyurethane-coated) waterline, thirteen auger bores, an open-cut crossing of the St. Vrain River requiring bypass pumping, four cast-in-place vaults, one isolation valve vault, and 87 ARV and blow-off manholes ranging from 72" to 96". Required DOT interaction during road crossings, traffic control, electrical work, paving, rock excavation, dewatering, and public relation interactions with landowners and farmers.



JEFFERSON LEWIS, CWP

START-UP & COMMISSIONING MANAGER

EXPERIENCE SUMMARY



CERTIFIED CLASS A OPERATOR

10

WATER/WASTEWATER PROJECTS COMPLETED IN COLORADO

7

COLLABORATIVE DELIVERY PROJECTS COMPLETED IN COLORADO

Value to the City

Jefferson brings the City direct experience as a Certified Water Operator, with his unique background he will work with your operations team to ensure the start-up and commissioning process is collaborative and smooth.

Garney Experience: 8 years

Industry Experience: 17 years

Education

University of Colorado, Rocky Mountain Water & Wastewater Plant Operators School, Coursework in Intermediate Water Course

University of Colorado, Rocky Mountain Water & Wastewater Plant Operators School, Coursework in Water Fundamentals Course

Colorado State University, BS in Natural Resource Management

Certifications & Trainings

CO Water Treatment Operator 12200

CO CWP 29915

REFERENCE PROJECTS

THORNTON WTP REPLACEMENT (PDB) | PROJECT ENGINEER
CITY OF THORNTON, CO // \$85,000,000

PROJECT EXPERIENCE

CHEROKEE TDS REDUCTION FACILITY (PDB)

CHEROKEE METROPOLITAN DISTRICT // \$42,288,620

PROJECT ENGINEER: A new metal building housing an RO and pressure membrane ultrafiltration system, evaporation ponds, headworks structure, grit basin, and modifications to the existing SBR basins consisted of removing the existing diffusers and replacing them with MBR. The MBR basins are also receiving two waste recirculation pumps and submersible mixers. Includes a chemical storage building and feed system, stormwater detention basin outlet structure, and HDPE discharge piping. A 3 MGD bypass was used to keep the plant in operation.

LARRY D. MOORE WATER TREATMENT PLANT

ROXBOROUGH WATER AND SANITATION DISTRICT // \$35,495,849

PROJECT ENGINEER: Raw water chemical feed systems, Kruger Actiflo equipment, a recycled LPHO UV disinfection system, three sodium hypochlorite tanks and feed system, sedimentation basins with plate settlers, two air scour aeration blowers, flocculators, a storm water pond, and installation of various interior and exterior piping totaling 14,292 LF, as well as 6,000 LF of 24" DIP transmission main.

CANYONS AND RIDGEGATE WELL HOUSES (CMAR)

PARKER WATER & SANITATION DISTRICT // \$26,975,659

PROJECT ENGINEER: Two new well houses including 5 MGD raw water consolidated groundwater treatment facilities. Each site included a well house building, connection pipeline consisting of 1,155 LF of 4" to 12" DIP and 320 LF of 12" carbon steel, chemical storage and feed systems, packaged gravity filtration, a two-train disinfection contact clearwell basin, LAS mixing chamber, a high service distribution wet well including vertical turbine raw water pumps, 780 LF of 16" DIP finished water pipeline for distribution, and detention ponds.

**WASTEWATER TREATMENT PLANT
IMPROVEMENTS (CMAR)**

CITY OF LOVELAND, CO // \$35,133,341

PROJECT ENGINEER: Removal of digesters 3 and 4, MCC building, sludge mixing tank, digester feed pumps, primary sludge mixing pumps, and heat exchangers. The BNR phase included removal and replacement of fine bubble aeration diffusers and RAS anoxic zone tank. Relocation of an existing sanitary sewer, renovation of the primary sludge pump station, replacement of digester biogas burner, renovation of existing RAS progressive cavity pump station, renovation of three primary clarifiers, and new chemical feed equipment.

**PLUM CREEK WATER PURIFICATION FACILITY
ADVANCED TREATMENT PROJECT (CM/GC)**

TOWN OF CASTLE ROCK, CO // \$28,367,500

STARTUP & COMMISSIONING MANAGER:

Installation of equipment for pre-ozone, biologically active carbon filtration, ozone generation and destruction system, GAC including eight downflow liquid activated carbon adsorption units, UV disinfection including one inline 12.8 MGD unit, two dewatering centrifuges, and a 1 MG D110 Type III aboveground concrete water storage tank.

**WES BROWN WATER TREATMENT PLANT
DISINFECTION IMPROVEMENTS**

CITY OF THORNTON, CO // \$2,181,004

PROJECT ENGINEER: Chemical feed system improvements at the Wes Brown WTP within the existing clearwell and chemical building. Installation of 54" stainless steel mixing pipe, dual containment chemical piping, 24' tall FRP baffle walls, concrete divider walls, chemical metering pumps, sodium hypochlorite mixing points, analytical panels, and electrical.



JAY TURNER

QUALITY CONTROL MANAGER

EXPERIENCE SUMMARY

10 YEARS OF INDUSTRY EXPERIENCE

\$4.1B PROJECTS COMPLETED MANAGING/INSPECTING QUALITY

DIRECT EXPERIENCE AS QC MANAGER ON A LARGE WTP PROJECT

Value to the City

Jay is currently managing quality control on one of the largest WTP replacement projects in Colorado. He will bring this direct experience to the City to ensure your project is high-quality and meets all of your requirements and expectations.

Garney Experience: 2 years

Industry Experience: 10 years

Certifications & Trainings

AMPP CIP Level 1

Member of The Association for
Materials Protection and Performance

REFERENCE PROJECTS

BRIGHTON WTP IMPROVEMENTS (CMAR) | QA/QC MANAGER
CITY OF BRIGHTON, CO // \$167,000,000

PROJECT EXPERIENCE

*AMMONIA PLANT EXPANSION

CF INDUSTRIES // \$2,200,000,000

QUALITY CONTROL INSPECTOR: The Ammonia Plant Expansion involved a 250-acre expansion, including a nitrogen plant, a urea plant, two river docks, and critical work on levee remediation. The project encompassed various disciplines, such as mechanical, electrical, structural, civil, soils, concrete, and masonry components.

*UNIVERSITY MEDICAL CENTER

LCMC HEALTH SYSTEM // \$990,000,000

QUALITY CONTROL INSPECTOR: The 38-acre site accommodated 2.3 million square feet of construction. The project integrated civil, structural, electrical, masonry, and mechanical components.

*ARIZONA CARDINALS FOOTBALL STADIUM

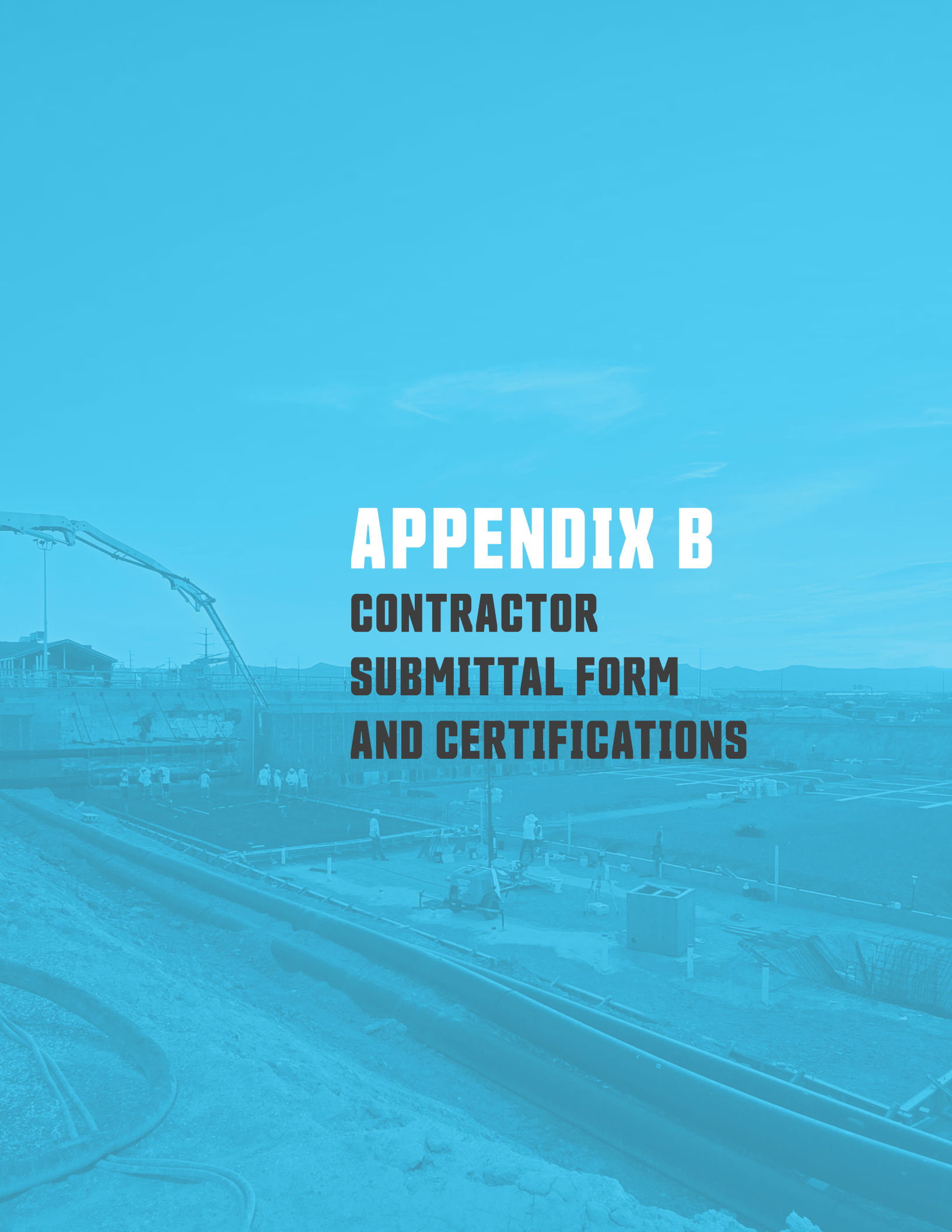
ARIZONA SPORTS AND TOURISM AUTHORITY // \$455,000,000

QUALITY CONTROL INSPECTOR: The project spanned 33 acres and involved critical components such as civil, soils, asphalt, structural, and electrical work.

*BIG THOMPSON CANYON FLOOD REMEDIATION

COLORADO DEPARTMENT OF TRANSPORTATION // \$300,000,000

QUALITY CONTROL INSPECTOR: The Big Thompson Canyon Flood Remediation project involved a comprehensive effort to restore and fortify the canyon after the devastating 2013 flood. Key components included embankment replacement, wall replacement, utility upgrades, asphalt and concrete repairs, soil reinforcement, structural steel installation, and masonry work. These critical measures aimed to enhance safety, prevent future flooding, and preserve the natural beauty of the canyon.

A wide-angle photograph of a construction site, likely a large-scale infrastructure project like a dam or bridge. In the foreground, there's a concrete structure with rebar. In the middle ground, several workers in white safety gear are visible. A large concrete pump truck with a long articulated arm is on the left. The background shows a hazy landscape with mountains under a blue sky. The entire image is covered with a semi-transparent blue filter.

APPENDIX B

CONTRACTOR SUBMITTAL FORM AND CERTIFICATIONS

CONTRACTOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: Garney Companies, Inc.

Contact Names: Sales/Customer Service Joel Heimbuck

Address: 345 Inverness Drive S, Bldg. B, Suite 205, Englewood, CO 80112

Phone: (303) 725.8456 Email(s): jheimbuck@garney.com

The undersigned hereby affirms that:

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

By: <u></u>	<u>March 4, 2025</u>	<u>44-0658613</u>
Signature of Authorized Agent	Date	FEIN
<u>Joel Heimbuck</u>	<u>Director - West Plant</u>	<u>jheimbuck@garney.com</u>
Typed/Printed Name of Agent	Title of Agent	Agent email

Type of Business: Corporation, State of Incorporation Missouri Partnership (general)
Partnership (limited) Sole Proprietorship Limited Liability Company Other _____

Address of main business office, principal factory, or warehouse if different from above:

Regional Office: 345 Inverness Drive S., Bldg. B, Suite 205, Englewood, CO 80112

Headquarters: 1700 Swift Street, Suite 200, North Kansas City, MO 64116

Principal line of business: Construction of water and wastewater facilities, infrastructure, and pipelines.

Number of years in present business: 64 years

REFERENCES:

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

Name: City of Brighton Contact Person: Scott Olson

Address: 22 South 4th Avenue, Brighton, Colorado 80601

Telephone No: 303.655.2136 Email: solson@brightonco.gov

Describe type of work/service performed or items supplied: Garney has been working with the City of Brighton for over 20 years building water/wastewater infrastructure and is currently building the City of Brighton's WTP Improvements CMAR.

Name: Metro Water Recovery Contact Person: Matt Duncan

Address: 6450 York Street, Denver, CO 80229

Telephone No: 303.286.3422 Email: mduncan@metrowaterrecovery.com

Describe type of work/service performed or items supplied: Garney has been building water/wastewater infrastructure and pipelines for Metro Water Recovery for the past 15 years, including the PAR 1088 Northern Treatment Plant PDB.

References continued:

Name: City of Thornton Contact Person: Dennis Laurita

Address: 9500 Civic Center Drive, Thornton, CO 80229

Telephone No: 303.538.7649 Email: dennis.laurita@thorntonco.gov

Describe type of work/service performed or items supplied: Garney has been building water/wastewater infrastructure and pipelines for the City of Thornton for more than 20 years, including the WTP Replacement PDB.

PAYMENT TERMS: If the Contractor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

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

SUBMITTAL CHECKLIST:

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

- ☒ Submit **one (1)** pdf document, unless instructed to include Excel file of Bid Schedule, on-line at BidnetDirect.com
(File Name: Company name – Solicitation number)
- ☒ Cover & Executive Summary
- ☒ Details of Proposal as Required in Statement of Work
- ☒ Details of Qualifications as Required in Statement of Work
- ☒ Cost Proposal
- ☒ Surety Letter stating bond ability – per section IV -A page15
- ☒ Submit completed, signed Required Vendor Submittal Form, Performance Measures (if applicable), and any other attachments requested.
- ☒ Attach Firm's licensing or certifications, if applicable.

CONFIRM:

- ☒ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☒ VARIATIONS: Checking this box indicates that the Contractor has variations to this solicitation. Identify all variations and exceptions to this solicitation on a separate sheet/s of paper. If variations are not stated in the Contractor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation. For each variation listed, reference the applicable section of the solicitation document, the page number, and the variance. Submittal of a Contractor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award.
- ☒ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed as a variation. ***Garney has listed a variation to the Umbrella Liability requirement. See the Cover Letter for additional information.**
- ☒ Initial to acknowledge receipt Addenda, if any:

#1  #2  #3

CONTRACTOR NAME: Garney Companies, Inc.

SOLICITATION #25-UTS-016 CMGC for WTP Replacement Project

PERFORMANCE MEASURES FORM INSTRUCTIONS:

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

1. Contractor will define 1-2 measures for (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation, that follow S.M.A.R.T goals: Specific, Measurable, Achievable, Relevant, and Timely, per category.
2. The awarded Contractor will be evaluated by the City per these defined metrics 2 months prior to contract renewal. The department will review with the vendor any measures needing improvement.

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

(a) Price/Cost

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

1. Garney will present open-book cost estimates throughout the CM/GC process and we will use our PowerBI Dashboard for cost transparency.
2. Garney will continue to track costs through the construction phase through an open-book cost process.

(b) Punctuality/Responsiveness

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

1. Garney's PowerBI Dashboard is updated as the project progresses and will provide real time updates.
2. Garney's team, led by Stephen Hagy, is committed to this project, as shown on our organizational chart. Team members like Heidi Wagner and Stephen Hagy reside within the City limits near the site and are available in-person quickly.

(c) Quality/Reliability

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

1. Garney's QC team, led by Jay Turner, will handle constructability and spec reviews during preconstruction and lead QC efforts during construction.
2. Garney's team prepares pre-activity plans for critical work items like slab pours, wall pours, mechanical piping, and plate settler installations. We will collaborate closely with Jacobs and the City in the planning process.

(d) Sustainability and/or Innovation

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

1. Garney has a track record of enhancing constructability by optimizing work sequences. We will offer innovative ideas during the preconstruction phase.
2. Garney will work with the City to understand and establish suitability goals for this project. An example of this is keeping an orderly site and considering affected residents and streets.

Performance measures will be queried for every year of the contract. Performance measures reporting will be considered when renewing or awarding a contract with a vendor.

AEC4039

CONTRACTOR'S LICENSE

CONTRACTOR - BUILDING

Contractor Information:

GARNEY COMPANIES INC
1700 SWIFT STREET
KANSAS CITY MO 64116

License Information:

Expiration: 2/14/2026

Authorized Signer's: Joel Heimback, Matt Wampler, Keith Lemaster, John Miller, Co

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;
- (j) 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;
- (l) 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;
- (o) 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.

MUNICIPAL CONTRACTOR'S LICENSE

CONTRACTOR RIGHT OF WAY

AEC7658

CONTRACTOR INFORMATION

GARNEY COMPANIES, INC - ROW
1700 SWIFT ST
NORTH KANSAS CITY MO 64116

LICENSE INFORMATION

Expiration: 3/12/2026
License Grades: MUNICIPAL GENERAL CONTRACTOR
Authorized Signers: Wayne O'Brien, Joel Heimbuck

Fee	Paid Amount	Paid Date
\$225.00	\$225.00	2/14/2025



Claudia Vaughan, P.E.
City Engineer

Contractor's Responsibilities:

***Notes Regarding Permits:

License and Permit: Municipal General Contractor License holder is the sole responsible party accountable for the work performed by subcontractors and is responsible for compliance with all city codes, specifications, and approved construction drawings.

Permitee: The municipal General Contractor is responsible for applying for and managing the permit. Subcontractors will perform their portion of the larger project under the supervision of the Municipal General Contractor and will no longer be required to obtain a separate city license or permit.

Work without a permit: Anyone working within City of Arvada R.O.W. without a valid permit shall be assessed a surcharge equal to twice the value of the required permit or \$250.00, whichever is larger.

Inspections: Inspections must be scheduled through arvadapermits.org by 7am on the day of inspection.

Trench Backfill: Trenches less than 50 feet in length shall be backfilled with a flowable fill material. Trenches longer than 50 feet shall be backfilled with a select material approved by the City prior to placement of backfill.

Traffic Control: A copy of the permit and the approved traffic control plan shall be on the project site at all times that work is being performed.

New Streets: If the street, or last maintenance of the street, is less than 3 years old, the contractor must have approval through the Public Works Director to cut the street in accordance with Arvada Code 78-308. If the street, or last maintenance of the street is between 4 and 5 years old, the required restoration work must be completed within 7 days in accordance with Arvada Code 78-307.

Failure to Comply: Failure to comply may result in a Stop Work Order, suspension/revocation of permit, or of license.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

Garney Holding Co., 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 20181263824.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 03/27/2018 that have been posted, and by documents delivered to this office
electronically through 03/28/2018 @ 10:46:21.

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 03/28/2018 @ 10:46:21 in accordance with applicable law.
This certificate is assigned Confirmation Number 10807159.

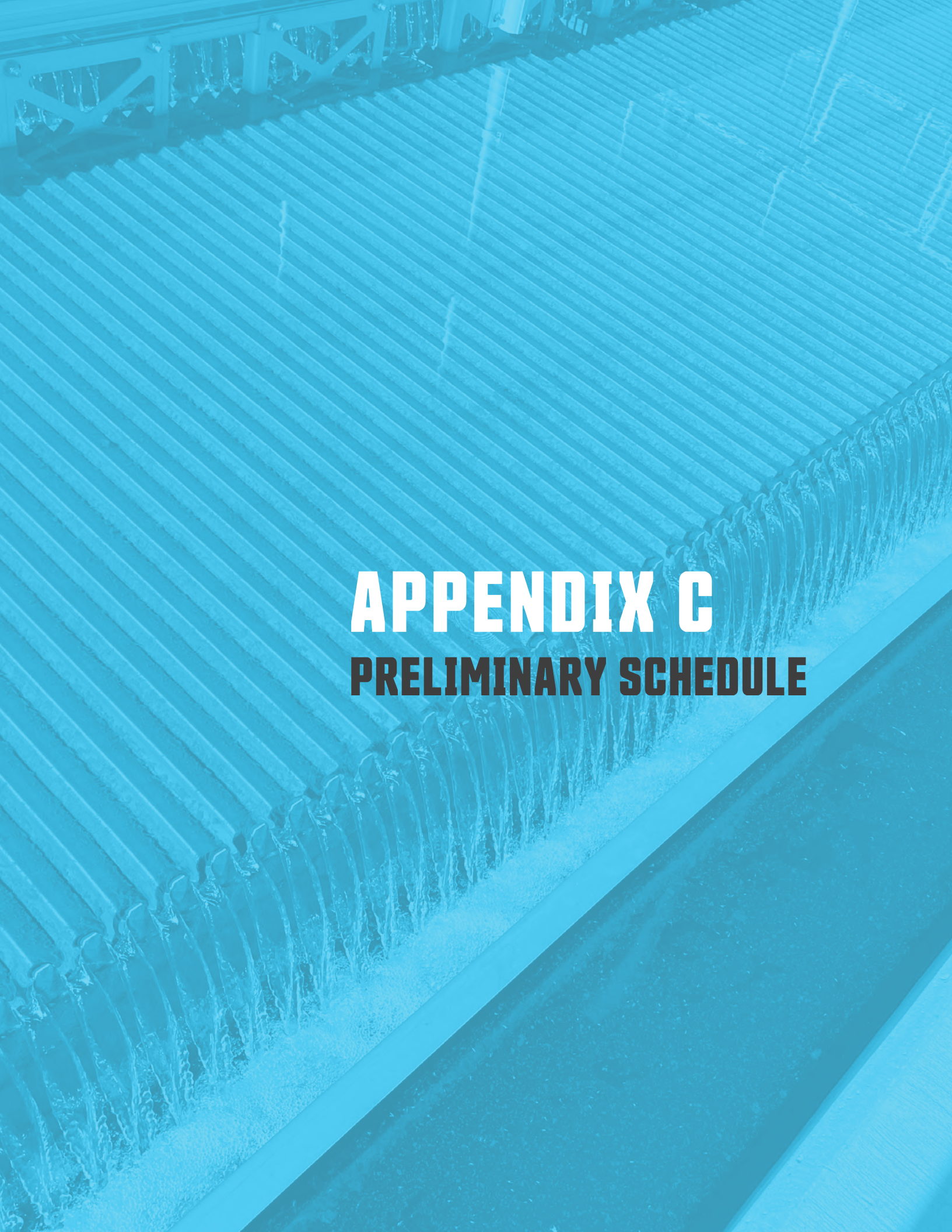


A handwritten signature in blue ink that reads 'Wayne W. Williams'. The signature is fluid and cursive, written over a horizontal line.

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."



APPENDIX C

PRELIMINARY SCHEDULE

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]



Milestone Appearances

 Diamond



APPENDIX D

SURETY LETTER



February 19, 2025

City of Arvada
8101 Ralston Road
Arvada, CO 80002

Re: Garney Companies, Inc.
Request for Proposal for Proposal # 25-UTS-016 Contractor Manager/General Contractor for Water Treatment Plant Replacement Project

To Whom It May Concern:

In connection with the requirements of your request for qualifications, you have requested information concerning Garney Companies, Inc.'s bond program, we are pleased to respond in that regard.

Bonds have been written on a co-surety basis by The Continental Insurance Company, a member of the CNA Group of Insurance Companies, and Liberty Mutual Insurance Company, a member of the Liberty Mutual Insurance Companies, since 2006. A.M. Best currently rates The Continental Insurance Company "A", Class Size XV, and Liberty Mutual Insurance Company "A", Class Size XV. The Continental Insurance Company and Liberty Mutual Insurance Company are approved for federal projects as provided for in the current online edition of the Department of the Treasury – Circular 570 with underwriting limitations of \$1,102,445,000 and \$1,897,231,000 respectively. Both The Continental Insurance Company (NAIC #35289) and Liberty Mutual Insurance Company (NAIC #23043) are licensed to write bonds in all 50 states.

The largest project bonded by the sureties on behalf of Garney Companies, Inc., totaled \$700,000,000. The sureties have committed a \$6,000,000,000 aggregate cost to complete program. At present, approximately \$4,000,000,000 of this facility remains available for use.

Garney Companies, Inc. enjoys a national reputation as one of the premier contractors performing sewer and water line work, with particular expertise in large diameter installations, and constructing water and wastewater treatment facilities. The company's experience includes a broad range of alternative procurement methodologies. At no time during our history with the account have they been refused a bond nor have there been any bond claims. Garney Companies, Inc. remains an account in good standing.

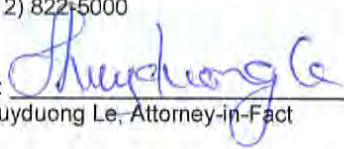
Should Garney Companies, Inc., be awarded this contract and requests that we provide the necessary Performance and/or Payment, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration of issuance of bonds is a matter solely between Garney Companies, Inc., and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact Brian Cooper, Managing Director, of Arthur J. Gallagher Risk Management Services, LLC, located at 595 Market Street, Suite 2100, San Francisco, CA 94105 - Telephone (415) 288-1620

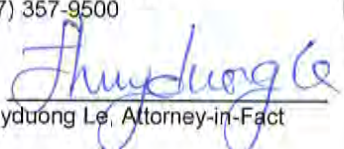
The Continental Insurance Company
151 N. Franklin Street
Chicago, IL 60606
(312) 822-5000



By: 
Thuyduong Le, Attorney-in-Fact

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
(617) 357-9500



By: 
Thuyduong Le, Attorney-in-Fact

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 February 19, 2025 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.

Signature Courtney 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

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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 3rd day of November, 2023.



The Continental Insurance Company

Larry Kasten

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 3rd day of November, 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.



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 below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 19th day of February, 2025.



The Continental Insurance Company

D. Johnson

Assistant Secretary

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 resolution 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."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

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)

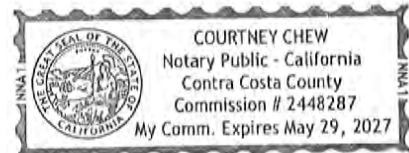
On February 19, 2025 before me, Courtney Chew, Notary Public
(insert name and title of the officer)

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.

Signature Courtney Chew (Seal)





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213019 - 024125

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino, Brian Cooper, Brittany Kavan, Courtney Chew, Forrest Chamberlain, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M. Moody, Maria D. Reynoso, Maureen O'Connell, Misty R. Hemje, Robert P. Wrixon, Susan Hecker, Susan M. Exline, Thuyduong Le, Tina K. Nierenberg, Virginia L. Black

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of February, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



**YOUR
IDEAL CM/GC
PARTNER**



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.3.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

SUBJECT: R25-041, A Resolution Authorizing an Agreement Between the City of Arvada and Colorado Golf and Turf, Inc. for Leasing of Golf Carts, Beverage, and Utility Vehicles at West Woods Golf Club and Lake Arbor Golf Club in an Amount not to Exceed \$1,488,401.40

Report in Brief

PRESENTER: Ryan Stevenson

This resolution authorizes an agreement between the City Of Arvada and Colorado Golf And Turf, Inc. for the leasing of golf cars and other utility vehicles over the next four years at both the West Woods Golf Club and the Lake Arbor Golf Club.

The City of Arvada will make one annual payment per year (in June) of \$285,312.85 in the years 2025, 2026, 2027, and 2028. On June 1, 2029, one balloon payment will be due of \$347,150.00, and Colorado Golf & Turf, Inc. agrees to make the balloon payment on behalf of Arvada for taking ownership of the vehicle equipment package, unless another date is mutually agreed upon by the Parties.

The Arvada team recommends that the City Council approve R25-041, A Resolution Authorizing An Agreement By and Between The City Of Arvada and Colorado Golf And Turf, Inc. for Lease of Golf Cars and Utility Vehicles at The West Woods Golf Club and The Lake Arbor Golf Club in an Amount not to Exceed \$1,488,401.40.

Financial Impact

The City of Arvada would make one annual payment per year (in June) of \$285,312.85 in the years of 2025, 2026, 2027, and 2028. On June 1, 2029, one balloon payment will be due of \$347,150.00, and Colorado Golf & Turf, Inc. agrees to make the balloon payment on behalf of Arvada for taking ownership of the RFP equipment package, unless another date is mutually agreed upon by the Parties.

Background

Colorado Golf and Turf, Inc. proposed an opportunity to West Woods and Lake Arbor golf clubs to secure new golf cart fleets for 2021. With the popularity of golf in 2020 during the pandemic, golf participation has increased to record levels in each of the subsequent years. This increase in play has resulted in increased use of golf carts. With that said, there will most likely be carts in the fleet, specifically at West Woods, that will exceed the threshold for warranty coverage on the batteries. Two important considerations would be that, if a cart goes down, (1) there will be a service interruption on the course when the cart runs out of charge, and (2) there will be an expense incurred to replace the batteries. Additionally, on top of these two considerations, in the event that single-rider carts are requested, that in itself puts limitations on golf cart availability.

Discussion

Arvada Golf seeks to lease for use at the City's golf facilities:

- 168 units - 2025 Club Car Tempo Electric Golf Cars with Lead Acid Batteries, USB Ports, color, monsoon canopy tops, standard seats, dual sand and seed bottles, hinged fold down windshield, custom "West Woods Golf Club" or "Lake Arbor Golf Course" logos, and information holder (windshield mount).
- 105 units - Certified Pre-Owned Visage V3 VDU screen rentals

SUBJECT: R25-041, A Resolution Authorizing an Agreement Between the City of Arvada and Colorado Golf and Turf, Inc. for Leasing of Golf Carts, Beverage, and Utility Vehicles at West Woods Golf Club and Lake Arbor Golf Club in an Amount not to Exceed \$1,488,401.40

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- Three units - 2025 Carryall 500 Gas Vehicles
- Two units - 2025 Club Car Carryall 502 lithium-ion utility vehicles
- Two units - 2025 Club Car Carryall 300 gasoline driving range units
- One unit - 2022 Villager 6 Passenger Electric Vehicle
- Two units - 2025 SoloRider handicap cars
- One unit - 2025 Cafe Express Beverage Vehicle
- Three units - 2018 and 2022 Cafe Express Beverage Vehicles
- Four units - 2025 Club Car Tempo Utility golf cars
- Six units - 2021 Club Car Carryall 500 gasoline utility vehicles

All units are Club Car products, an industry leader in golf fleet vehicles. Government lease pricing is obtained through the US Communities Purchasing Alliance and facilitated through Colorado Golf and Turf (CGT) as the local distributor for Club Car. CGT has established an excellent working relationship with the Arvada golf team as our fleet and service provider for the past ten years. Securing a new Club Car electric fleet, in addition to achieving City sustainability goals, will insure the patrons of both Arvada golf clubs enjoy a premium golf experience and have access to the same high quality golf cars as other area municipal courses including, Fossil Trace GC, Golf Preserve at Walnut Creek GC and Fox Hollow GC.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

This agreement aligns with the Vibrant Community and Neighborhoods 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 R25-041, A Resolution Authorizing An Agreement By and Between The City Of Arvada and Colorado Golf And Turf, Inc. for Lease of Golf Cars and Utility Vehicles at The West Woods Golf Club and The Lake Arbor Golf Club.

Suggested Motion:

I move that R25-041, A Resolution Authorizing an Agreement Between the City of Arvada and Colorado Golf and Turf, Inc. for Leasing of Golf Carts, Beverage, and Utility Vehicles at West Woods Golf Club and Lake Arbor Golf Club in an Amount not to Exceed \$1,488,401.40, be (approved) (rejected).

Prepared by:
Gail Walker, Legal Specialist-Contracts

Reviewed by:

SUBJECT: R25-041, A Resolution Authorizing an Agreement Between the City of Arvada and Colorado Golf and Turf, Inc. for Leasing of Golf Carts, Beverage, and Utility Vehicles at West Woods Golf Club and Lake Arbor Golf Club in an Amount not to Exceed \$1,488,401.40

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Approved by:

Derrick Kuhl, Deputy Director VCN	4/14/2025
Bryan Archer, Director of Finance	4/15/2025
Gail Walker, Legal Specialist-Contracts	4/18/2025
Janelle Miller, Assistant City Attorney	4/18/2025
Don Wick, Deputy City Manager	4/20/2025
Rachel Morris, City Attorney	4/22/2025
Linda Haley, Acting City Manager	4/22/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-041

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF ARVADA AND COLORADO GOLF AND TURF, INC. FOR LEASING OF GOLF CARTS, BEVERAGE, AND UTILITY VEHICLES AT WEST WOODS GOLF CLUB AND LAKE ARBOR GOLF CLUB IN AN AMOUNT NOT TO EXCEED \$1,488,401.40

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 that 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 6th day of May, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
COLORADO GOLF AND TURF, INC. FOR LEASING OF GOLF
CARTS, BEVERAGE, AND UTILITY VEHICLES AT WEST
WOODS GOLF CLUB AND LAKE ARBOR GOLF CLUB IN AN
AMOUNT NOT TO EXCEED \$1,488,401.40
FINANCED THROUGH EXCHANGE BANK**

- 1. PARTIES.** The Parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, CO 80002 (“Arvada” or the “City”) and Colorado Golf and Turf, Inc., a Colorado corporation whose principal place of business is located at 11757 S. Wadsworth Boulevard, Littleton, CO 80125 (“Contractor”). The Parties may be referred to individually as a “Party” and collectively as the “Parties.”
- 2. RECITALS AND PURPOSE.**
 - 2.1. Arvada is seeking to lease golf carts, beverage, and other utility vehicles from a qualified vendor. Contractor has extensive experience and specializes in golf, utility, and transportation vehicle leasing and maintenance.
 - 2.2. On or about February 24, 2025, Arvada issued Request for Proposal (“RFP”) 25-VCN-015: 2025 Golf Cart & Utility Vehicle – Lease, seeking responses from qualified entities to provide the goods and services as described in Sec. 2.1 (“the Work”).
 - 2.3. On or about March 11, 2025, Contractor submitted its original proposal in response to Arvada’s RFP 25-VCN-015 (“Contractor’s Original Response”).
 - 2.4. Following submission of its original response, the Parties modified the vehicle specifications from those described in 25-VCN-015. As a result, on or about April 14, 2025, Contractor submitted an updated proposal accounting for the modifications (“Contractor’s Updated Response”).
 - 2.5. Arvada has determined that Contractor has the requisite background, skill, expertise, and insurance to provide the requested goods and services and other related services, under the terms and conditions more fully set forth below.
 - 2.6. Arvada and Contractor agree that Arvada contemplates using Contractor as a Contractor for the Work as described in the Contract Documents. However, Arvada and Contractor acknowledge and agree that Arvada may, at its sole discretion, use other Contractors to perform similar work, and that this Agreement in no way limits Arvada from hiring other contractors or constitutes a contract for exclusive services from Contractor.
- 3. CONTRACT DOCUMENTS AND EXHIBITS.**

- 3.1. Contract Documents. The Contract Documents shall consist of this Agreement together with the following:

Exhibit A: Arvada's RFP 25-VCN-015, including General Terms and Conditions; Special Terms and Conditions; and Insurance Requirements;

Exhibit B: Contractor's Original Response; and

Exhibit C: Contractor's Updated Response.

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes.

- 3.2. Interpretation of Contract Documents. In the event any matter, term, provision, or condition that is the subject of this Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, then the terms of this Agreement shall control, and then the terms of **Exhibit A**, and then **Exhibit C**, and then **Exhibit B**, in that order.

4. TERM AND TERMINATION.

- 4.1. Effective date. This Agreement will become effective and binding on both Parties upon its execution by Arvada.

- 4.2. Term. The term of the Agreement shall remain in effect for four years from Arvada's execution of the Agreement as described in Sec. 4.1., unless otherwise agreed to in writing by the Parties, and subject to availability of funds.

- 4.3. Termination. Notwithstanding the term of this Agreement, Arvada may terminate this Agreement with or without cause upon 30 days written notice and in accordance with the provisions of this Agreement and **Exhibit A**.

4.3.1. Notwithstanding the above, Arvada may terminate this Agreement at any time that Arvada determines, in its sole discretion, that Contractor has repeatedly failed to abide by the warranty requirements. Arvada shall provide notice of such termination at least ten calendar days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. Arvada's determination as to any failure in warranty shall be final and determinative.

- 4.4. Force majeure. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, pandemics, 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.

5. COMPENSATION.

5.1. Payment. Arvada shall pay Contractor, through Exchange Bank, for the Work requested by Arvada and rendered by Contractor under this Agreement in an amount not to exceed \$1,488,401.40, payable as follows:

5.1.1. On or before June 1, 2025, Arvada shall pay Contractor one annual payment in the amount of \$285,312.85.

5.1.2. On or before June 1, 2026, Arvada shall pay Contractor one annual payment in the amount of \$285,312.85.

5.1.3. On or before June 1, 2027, Arvada shall pay Contractor one annual payment in the amount of \$285,312.85.

5.1.4. On or before June 1, 2028, Arvada shall pay Contractor one annual payment in the amount of \$285,312.85.

5.1.5. On or before June 1, 2029, Arvada shall pay Contractor one balloon payment in the amount of \$347,150.00. Contractor agrees to make the balloon payment on behalf of Arvada for taking ownership of the fleet package described in Exhibit C, unless another date is mutually agreed by the Parties.

5.2. Additional Work. While Arvada has listed its major requirements for its solicitation in Exhibit A, Arvada may, during the term of this Agreement, wish to purchase other related goods and services identified and offered by Contractor, based upon the pricing/fee contained in Contract Documents. Arvada reserves the right to award these ancillary items to Contractor or another top rated Bidder based upon the negotiated scope of work and fee structure. This option, if exercised, in no way obligates Arvada to pursue additional goods services with Contractor.

6. SCOPE OF SERVICES.

6.1. Scope of Work. Contractor shall lease to Arvada (with financing through Exchange Bank) electric golf carts, beverage, and other utility vehicles and perform on-site maintenance of the vehicles described on pages 5-8 ("Proposed Products") of **Exhibit C**. All vehicles shall conform in all respects to Arvada's requirements for appearance and cleanliness. Contractor shall perform routine maintenance according to the terms and conditions outlined in **Exhibit B**.

6.1.1. Contractor shall deliver the vehicles described in Exhibit C to the West Woods Golf Club (6655 Quaker Street, Arvada, CO 80007) and Lake Arbor Golf Club (8600 Wadsworth Boulevard, Arvada, CO 80003) in June

2025, on a date and time mutually agreed upon by the Parties. Contractor shall coordinate delivery of the vehicles with the designated Arvada Project Owner in such a way as to most effectively complete the delivery without undue hardship or disruption to the function of the golf courses' operations.

6.1.1.1. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to Arvada except as to latent defects, fraud, and/or Contractor's warranty obligations.

6.2. Amendment. Should the Parties agree in writing to a change in the scope of services or a change in a deadline provided in the Contract Documents, then the Parties will timely execute an amendment, which will address the amended scope of services, revisions to necessary start and end dates, any applicable deliverables and associated due dates, reporting requirements, documentation requirements, and any other matters that the Parties deem necessary.

7. WARRANTY.

7.1. Contractor represents and warrants that the vehicles to be supplied are suitable for their purpose. The warranty provisions for the vehicles are more specifically set forth in Exhibit B.

7.2. Contractor shall within seven days after notification from Arvada, make all needed repairs and corrections which develop or result from those items under warranty or replace the vehicle(s) with comparable models while being repaired.

8. TERMS AND CONDITIONS IN CONTRACT DOCUMENTS. Contractor affirms that it has read and is familiar with all of the Contract Documents including both the General Terms and Conditions and Special Terms and Conditions set forth in the City's solicitation or otherwise attached to this Agreement, and agrees to be bound by those Terms and Conditions.

8.1. Notwithstanding Paragraph 12 ("Subcontracts") of the General Terms and Conditions in Exhibit A, Arvada authorizes Contractor to subcontract with Club Car, LLC, as needed to complete the Work. Contractor's subcontract with Club Car, LLC shall comply with all applicable laws and Contractor will be fully responsible for the work of Club Car, LLC under this Agreement. Contractor agrees to use its commercially reasonable efforts to maintain the cost and time schedule for Contractor's Work. Contractor bears the burden of providing Contractor and its subcontractor's work on time and on budget.

9. PERFORMANCE MEASURES. The performance measures for this Agreement shall

be those proposed by Contractor on page 13 of Exhibit B and accepted by Arvada.

10. **PROJECT OWNERS.** Arvada designates Steve Lynes as Arvada's Project Owner. Mr. Lynes (slynes@arvada.org) will be Arvada's responsible staff member to provide direction to Contractor during the course of the Work. Arvada reserves the right to change the Project Owner(s) at its discretion and will promptly notify Contractor of any such change in writing. Contractor designates Drew Hunter as Contractor's Project Owner. Mr. Hunter (drew@cologolfandturf.com) will be Contractor's primary contact person during the course of this Agreement. Contractor may change the Project Owner(s) with the Arvada's prior written approval.
11. **INSURANCE.** 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 under the terms of the Contract Documents. Contractor's failure to secure and maintain sufficient insurance at any time during the pendency of this Agreement do not relieve Contractor of its obligations under this provision; Contractor's failure to fulfill the obligations of this section will make the Contractor the *per se* insurer.
 - 11.1. Contractor shall maintain insurance in the types and amounts shown on page 6 of **Exhibit A.**
12. **INTEGRATION, AMENDMENT, AND SEVERABILITY.** This Agreement represents the entire agreement between the Parties; there are no oral or collateral agreements or understandings. The Parties, by mutual agreement, may amend this Agreement at any time. Any amendments must be in writing and will be incorporated into and made a part of this Agreement. If any provision in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will be deemed severable, and as such, the remaining provisions will continue in full force and effect.
13. **NOTICES.** Any notice or notification required or permitted by the Agreement shall be in writing, and may be sent to the other Party by certified or registered mail, or by electronic mail, addressed to the that Party's project owner at such street address or email address as are set forth herein or subsequently designated by the Parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail or, in the case of electronic mail, upon the sent date stamp contained in the electronic mail.
14. **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.
15. **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.

16. **NO THIRD-PARTY BENEFICIARIES.** The Parties understand and agree 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 Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action to any other third party on this Agreement. It is the intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

DATED this _____ day of _____, 2025.

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, City Attorney

By: _____

COLORADO GOLF AND TURF, INC., a
Colorado corporation

Drew Hunter
Vice President of Sales
11757 S. Wadsworth Boulevard
Littleton, CO 80125

Exhibit A

AN AGREEMENT BETWEEN THE CITY OF
ARVADA AND
COLORADO GOLF AND TURF, INC. FOR
LEASING OF GOLF CARTS, BEVERAGE,
AND UTILITY VEHICLES AT WEST
WOODS GOLF CLUB AND LAKE ARBOR
GOLF CLUB IN AN AMOUNT NOT TO
EXCEED \$1,488,401.40
FINANCED THROUGH EXCHANGE BANK



REQUEST FOR PROPOSAL

Proposal #: 25-VCN-015

Title: 2025 Golf Cart & Utility Vehicle – Lease

RFP Issued: 02/24/2025

Pre-proposal Meeting: 03/05/2025 – 9:00 am MT – via Zoom
Join Zoom Meeting <https://arvadaco-gov.zoom.us/j/85361893183?pwd=jNxnbi1FEeYklocAF683unOCvDbZUg.1>

Question Deadline: 03/07/2025 - 2:00 PM MT
Questions must be submitted through BidnetDirect.com
Responses will be posted on BidNet via addendum.

Proposals Due By: 03/11/2025 - 2:00 PM MT

Electronic Submissions must be submitted online at BidNetDirect.com.
This is the only valid source for postings regarding this solicitation.

Late responses will not be considered for award.

Projected Start Date: April 2025

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.

Arvada Vision: We dream big and deliver.

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

Values:

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

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

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

Documents included in this Request:

General Terms and Conditions	page 2
Special Terms and Conditions	page 4
Insurance Requirements	page 6
Administrative instructions and Evaluation Criteria	page 6
Statement of Work	page 9
Required Vendor Submittal Form, Submittal Checklist	page 11
Performance Measures Form	page 13

GENERAL TERMS AND CONDITIONS

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

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

22. **BINDING ARBITRATION PROHIBITED.** Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary shall be null and void.
23. **GOVERNING LAW AND VENUE.** Colorado law, rules, and regulations shall be applied in the interpretation, execution, and enforcement of the Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to the Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in Jefferson County.
24. **OWNERSHIP OF WORK PRODUCT.** The originals of all plans, reports, studies, data, or other materials or information relating to the Work that are produced by Contractor shall be delivered to and become the property of Arvada. Contractor may retain copies of any originals; however, no plans, reports, studies, data, or other materials or information relating to the Work shall be released to any person or entity without the prior written consent of Arvada. Nothing in this clause is intended to affect Contractor's right to use generic know-how learned in the course of providing services under the Agreement for the future benefit of Arvada or others.
25. **SOFTWARE PIRACY PROHIBITION.** Arvada or other public funds payable under the Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of the Agreement and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If Arvada determines that Contractor is in violation of this provision, Arvada may exercise any remedy available at law or in equity or under the Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.
26. **ACCESSIBILITY COMPLIANCE.**
- 26.1 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.
- 26.2 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.
- 26.3 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 (26.2) above.
- 26.4 Upon Arvada's request, Contractor shall certify to Arvada that its service(s) and digital documents are compliant with Section (26.2) 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

1. PRICES FIXED AND FIRM FOR THE TERM OF THE CONTRACT

Prices proposed by the vendor shall remain fixed and firm during the term of the contract; however, the vendor may offer incentive discounts from the fixed price. This contract shall commence upon the date specified in the Contract or Purchase Order and shall remain in effect until such time as all items/services purchased in conjunction with this solicitation have been delivered and accepted by the City's authorized representative. It shall be understood and agreed that any warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

2. OPTION TO RENEW FOR SUBSEQUENT YEARS

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

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

3. CONTENTS OF OFFER

Vendors are required to submit offers with the following conditions:

- a. Vendors shall make all investigations necessary to inform themselves of the facilities affected by the delivery of products and services required by the Solicitation.
- b. 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.
- c. The City shall issue Addenda if substantial changes are required which may impact the content and submission of Offers. A copy of such addenda will be publicly posted with the original RFP posting.
- d. 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. CLARIFICATION AND MODIFICATIONS

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

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

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

6. CONFIDENTIAL DOCUMENTS

Vendors 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 Vendor 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 Vendor. By its submission of the Proposal/Response, Vendor 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, Vendor 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 Vendor's objection.

7. COOPERATIVE PURCHASING

The City of Arvada encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental agencies including the Multiple Assembly of Procurement Officials and the Cooperative Educational Purchasing Council (CPEC).

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

8. MODIFICATIONS TO EXISTING CONTRACT

Terms and conditions may be added, modified, and deleted upon mutual agreement between authorized agents of the City and the vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities, and increases or decreases in the time limits for an existing contract. Any and all modifications must be signed by authorized agents of the City and the vendor prior to the enactment of such modifications.

9. DELIVERY

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

10. CONDITION OF MATERIALS AND PACKAGING

materials and products supplied by the vendor in conjunction with this solicitation shall be new (unless otherwise specified in the Special Conditions), warranted, free from defects, and consistent with industry standards. The Solicitation price shall include commercial packaging. The materials and products shall be delivered to the City in excellent condition for inspection by City representatives. If the product(s) is damaged or a number of items or components are missing during shipment, the vendor shall either replace the damaged items (if shipped by the vendor) or be responsible for filing, processing and collecting all damage claims

(if shipped by a contractor of the shipper). In the event that any of the materials and products supplied to the City by the vendor are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the vendor at no cost to the City; either as an exchange for suitable merchandise or for full credit.

INSURANCE REQUIREMENTS

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

1. ☒ **Commercial General Liability**, written on an occurrence form, for limits not less than \$1,000,000 for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
2. ☒ **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000 each accident/disease and \$2,000,000 aggregate.
3. ☒ **Automobile Liability** for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.
4. ☐ **Umbrella Liability** of \$ _____, following form to the Commercial General Liability.
5. ☐ **Builders Risk or Course of Construction** Purchased by contractor to cover physical damage to property in construction or rehab. Contractors will ensure that City and subcontractors will be covered as additional insureds, excluding their own machinery, tools and equipment.
6. ☐ **Professional Liability** Professional Liability insurance in an amount of not less than \$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** for limits not less than \$1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

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

ADMINISTRATIVE INFORMATION

1. PURPOSE - TO OBTAIN PROPOSALS

The purpose of this Solicitation is to provide qualified vendors with sufficient information regarding the City's needs in order to adequately prepare and submit a Proposal. Proposals must be received by the date and time established in this solicitation. Once the deadline has passed, Proposals will not be able to upload to the BidNet site. Proposals are proprietary working documents offered by prospective vendors and, as such, are not subject to public inspections until an official award is made.

2. PREPARATION AND SUBMISSION

Offers will be prepared as follow:

- a. 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.
- b. Vendors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.
- c. Solicitations and addenda are available at WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda and communications.
- d. Vendors who qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award, must include such alternate terms and conditions in its Offer. The City reserves the right to declare the vendor's Offer as non-responsive if any of these alternate terms and conditions are in conflict with the City's terms and conditions, or its best interest.
- e. Once Offers have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.

3. MODIFICATION OR WITHDRAWAL OF OFFERS

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

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

4. REJECTION OF OFFERS

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

5. BEST VALUE AGENCY

The City of Arvada is a best value agency. Best value means a technique in a competitive solicitation process which emphasizes value over price and permits the evaluation of criteria such as, but not limited to, qualifications, experience, and performance data to determine the best overall value to the city. It is solely incumbent on the staff of the City of Arvada to conduct due diligence to determine best value prior to award.

6. METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN PROPOSAL:

The selection process will consist of evaluation of qualified proposals received based on the criteria outlined in this RFP. Presentations may be requested to confirm or clarify the information contained in the proposal responses. It is the intent of the City to award a contract to the vendor(s) who receives the highest score from the City's RFP Evaluation Committee.

The Committee will score written Proposals by reviewing documentation submitted by the vendors. Evaluation will be based on the following criteria:

- A) Firm's ability to provide 168 carts for two golf Course's, and Utility Vehicles for Parks dept.
- B) Options and Values Added
- B) Vehicle Warranty and Maintenance Plan
- C) Firm's References and Past Performance
- E) Lease Terms and Conditions
- F) Cost Proposal

Exceptions to specifications or terms and conditions may result in submission being deemed non-responsive.

7. DEMONSTRATIONS

Demonstrations will be requested and conducted with the highest score rating proposers. A committee will visit the supplier site and demo the carts. The combined evaluative score from the demos will determine the top-rated cart.

8. PROPOSAL FORMAT REQUIREMENTS

Written proposal should include the information in the format outlined below and be limited to no more than **Twenty (20) pages**. Required City forms, resumes, title pages are excluded from page count. Information should be concise, without extraneous content. Refrain from submitting generic marketing materials, alternate and unapproved agreements, and any other information not requested.

All information should be contained in in **one (1) pdf file**, with sections bookmarked. The file name should start with proposer's name, then the proposal number. Imbedded links for required information are NOT acceptable. All information that proposers want evaluated must be contained in the pdf file.

- a. Cover & executive summary
- b. Details of proposal – proposed products, services, and approach as it applies to the Scope of Services
- c. Options and Value Added
- d. Firm's Vehicle Warranty and Maintenance Plan
- e. Lease Terms and Conditions
- f. Completed attached City submittal forms
- g. Cost Proposal – cost for carts, and services outlined in the Scope of Services

End of this Section

SCOPE OF SERVICES

OBJECTIVE:

The City of Arvada (Arvada) is requesting Proposals from qualified suppliers to contract for a multi-year lease for a new 2025 model electric golf cart fleet, beverage and other utility vehicles. The lease should include on-site maintenance at the City's two golf courses. Lake Arbor Golf Course is located at 8600 Wadsworth Blvd, Arvada, CO 80003. West Woods Golf course is located at 6655 Quaker St. Arvada, CO 80007. Both courses are busy public facilities doing close to a total of 120,000 rounds per year. Both courses desire to uphold their reputation for high quality product by providing customers with the current industry standard in golf cart rental. Demonstration of all vehicles will be required.

SCOPE:

Proposers should provide pricing and complete specifications for a four (4) year lease term for Fleet and Utility vehicles. Electric and gas vehicles are requested and are described in the Cart Requirements. Proposers should provide a plan including all associated costs for battery warranty and replacement for each option.

Proposals must include:

- A. The availability, scheduling process, and rental fee for up to twenty-five (25) additional carts for one (1) day rentals as needed throughout the season.
- B. Schedule and costs for the maintenance of all vehicles.
- C. Associated cost for Warranty and replacement of both Lithium Battery and Standard Battery type
- D. Plan and all associated costs for the new cart delivery and set up including cart charger installation.
- E. Plan and costs for loaner vehicles during repair of down units, include response time.

CART REQUIREMENTS:

A. Golf Cart Fleet - Electric

168 total units with 63 going to Lake Arbor and 105 to West Woods.

Electric Golf carts will be new, 2025 industry standard vehicles designed to comfortably transport golfers over all types of golf course terrain including steep hills. Carts will be required to handle multiple 18- hole rounds per day without a recharge or loss of performance.

If multiple models are available, provide proposal pricing for all with a recommendation for the best unit for City of Arvada golf courses.

Anticipated minimum cart accessories package to include:

Single point watering system
Golf ball holder
Sand caddies
Sweater basket
Sign holder
Course logo and cart number
Fold down windshield

ADDITIONAL COMPONENTS:

Include pricing for other available options:

GPS/yardage solutions
GPS tracking and fleet control and management systems
Rain hoods
Custom cart colors
Coolers
Any other available options

B. Refreshment/Beverage Carts -Electric

4 total units. 1 to Lake Arbor and 3 to West Woods

If multiple models are available, please provide pricing for all with a recommendation for the best unit for the City of Arvada golf courses.

C. Food & Beverage Utility Vehicle - Electric

4 unit's total

1 unit at Lake Arbor

3 unit at West Woods.

To be used for transport of equipment and supplies for outlying food & beverage events. (This may be the same as other light duty utility vehicles.)

D. Utility Vehicles:

12 unit's total.

Gas Units – 1 unit at Lake Arbor, 2 units at West Woods Maintenance

Electric Units – 1 unit at Lake Arbor, 2 units at West Woods Maintenance

Vehicles will be used for standard golf operations duty including golf bag transport, range ball transport, water jug transport and other light duty. Include specifications, options and pricing for all available models and a recommendation for the best suited model for Arvada.

E. Range Picker

2 unit's total

1 for Lake Arbor

1 for West Woods

Vehicle designed to push 5 gang range ball picker and haul a 6-gallon trash can filled with 2,000 golf balls on daily basis

Driver space must be totally enclosed and provide safety from flying range ball hazard.

F. Multiple Passenger Shuttle Cart's - Electric

4-passenger cart -1 unit for Lake Arbor, 2 units for West Woods

6-passenger cart - 1 unit for West Woods

Include specifications, options and pricing for all available models and a recommendation for the best suited model for Arvada.

G. Handicap Carts - Electric

2 units - 1 for Lake Arbor, 1 for West Woods

Current industry standard electric vehicles

Meet ANSI safety standards

ADA compliant

End of This Section

REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: _____

Contact Names: Sales/Customer Service _____

Address: _____

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

The undersigned hereby affirms that:

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

By: _____
Signature of Authorized Agent Date FEIN

Typed/Printed Name of Agent Title of Agent Agent email

Type of Business: Corporation, State of Incorporation _____ Partnership (general)

Partnership (limited) Sole Proprietorship Limited Liability Company Other _____

Address of main business office, principal factory, or warehouse if different from above:

Principal line of business: _____

Number of years in present business: _____

REFERENCES:

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

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

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

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

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

References continued:

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

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

PAYMENT TERMS: If the vendor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

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

SUBMITTAL CHECKLIST:

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

- ☐ Submit **one** pdf document, unless instructed to include Excel file of Bid Schedule, on-line at BidnetDirect.com (File Name: Company name – Solicitation number)
- ☐ Cover & Executive Summary
- ☐ Detail Firm's and employees' Capabilities, Experience
- ☐ Details of proposal – proposed products, services, implementation timeline as it applies to the Scope of Services
- ☐ Options, and Added Value
- ☐ Firm's Vehicle Warranty and Maintenance Plan
- ☐ Lease Terms and Conditions
- ☐ Completed, signed Required Vendor Submittal Form,
- ☐ Cost Proposal – cost for carts, and services outlined in the Scope of Services

CONFIRM:

- ☐ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☐ VARIATIONS: Checking this box indicates that the vendor has variations to this solicitation. Identify all variations and exceptions to this solicitation on a separate sheet/s of paper. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation. For each variation listed, reference the applicable section of the solicitation document, the page number, and the variance. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed as a variation.
- ☐ Initial to acknowledge receipt of Addenda, if any:

#1 _____ #2 _____ #3 _____

VENDOR NAME: _____

SOLICITATION #25-VCN-015
Electric Golf Carts & Utility Vehicles

PERFORMANCE MEASURES FORM INSTRUCTIONS:

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

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

2. The awarded vendor will be evaluated by the City per these defined metrics 2 months prior to contract renewal. The department will review with the vendor any measures needing improvement.

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

(a) Price/Cost

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

1. _____
2. _____

(b) Punctuality/Responsiveness

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

1. _____
2. _____

(c) Quality/Reliability

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

1. _____
2. _____

(d) Sustainability and/or Innovation

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

1. _____
2. _____

Performance measures will be queried for every year of the contract. Performance measures reporting will be considered when renewing or awarding a contract with a vendor.

Exhibit B

AN AGREEMENT BETWEEN THE CITY OF
ARVADA AND
COLORADO GOLF AND TURF, INC. FOR
LEASING OF GOLF CARTS, BEVERAGE,
AND UTILITY VEHICLES AT WEST
WOODS GOLF CLUB AND LAKE ARBOR
GOLF CLUB IN AN AMOUNT NOT TO
EXCEED \$1,488,401.40
FINANCED THROUGH EXCHANGE BANK



2025 Club Car Proposal Information
Request for Proposal #25-VCN-015
2025 Golf Cart & Utility Vehicle – Lease



March 11, 2025

The City of Arvada

West Woods Golf Course
6655 Quaker Street
Arvada, CO 80007

Lake Arbor Golf Course
8600 Wadsworth Boulevard
Arvada, CO 80003

Dear City of Arvada,

On behalf of Colorado Golf & Turf, Inc. and Club Car, thank you for the opportunity to present proposal information to The City of Arvada for the 2025 season.

Colorado Golf & Turf, Inc. appreciates the opportunity to again partner with The City of Arvada and will strive to continue to earn your business. Club Car takes pride in not only our products, but also our commitment to customer service and satisfaction. It is this combination of uncompromising quality, reliability, and service that has made Club Car one of the most respected companies in the golf industry for more than 60 years and a valued partner with thousands of facilities around the world.

If you have questions about any aspect of this information or if you would like to discuss additional ways we might meet your needs, please do not hesitate to reach out.

Best Regards,



Drew Hunter
Colorado Golf & Turf, Inc.



Reed Tomlinson
Colorado Golf & Turf, Inc.



March 11, 2025

Executive Summary

Colorado Golf & Turf, Inc has been servicing Colorado's golf and utility market for over 35 years. Tom Bauerle founded Colorado Golf & Turf, Inc in 1983. Our mission is to provide the highest quality product and service to our customers. We pride ourselves on the relationships we have formed with customers across the states of Colorado, Wyoming, and Nebraska. From fleets to street-legal golf carts to turf equipment, Colorado Golf & Turf, Inc is determined to provide you a quality buying experience.

Colorado Golf & Turf, Inc specializes in providing a golf car and service that fits your course's specific needs. We have built relationships with golf courses, management companies, and vendors to make your job easier. Our experience will help you provide the end user and unforgettable golf experience.

Products – Club Car's golf, utility and transportation vehicles are recognized as industry leaders in efficiency and long-lasting value. Today, more than 40 base models with applications in golf course, grounds maintenance, industrial, commercial, and recreational markets are available. Club Car repeatedly leads the industry, a fact many attributes to the company's winning style and state-of-the-art engineering. The preparation Club Car has made for tomorrow will serve you well today and in the years to come.

Service – Colorado Golf & Turf, Inc has made an investment in our service and parts departments that is unmatched in the state of Colorado. In 2017, Club Car awarded Colorado Golf & Turf, Inc. with the "Golf Distributor Service" award. We have more technicians, a larger inventory of parts, and faster response times than any of our local competitors. We make sure every single customer is a satisfied one.

Customers - Colorado Golf & Turf, Inc. will provide at no cost on-site training for your personnel on the necessary routine maintenance procedures for your new equipment. This will include setting up maintenance records for each piece of equipment, which can be invaluable for liability purposes. References are available upon request. Fulfilled

Key Employees – Colorado Golf & Turf, Inc. takes pride in the tenure of our leadership team and key employees.

- Tom Bauerle – President, Founder, tenure since 1983
- Abbie Randel – Vice President of Operations, tenure since 2004
- Geoff Kerns – Director of People and Culture – tenure since 2020
- Stehanie TenEyck – Director of Accounting – tenure since 2020
- Drew Hunter – Vice President of Sales – tenure since 2012
- Reed Tomlinson – Fleet Sales Manager – tenure since 2023

To positively impact our community by developing lasting relationships, offering exceptional products, and providing first-class service.



March 11, 2025

Partnerships



REACH

Colorado Section

Colorado PGA REACH works daily to support our PGA Professionals to make a difference in our local communities. Colorado PGA REACH programming ensures that regardless of your age or background, cost will never inhibit one's involvement and enjoyment of the game of golf.



Younglife Introducing adolescents to Jesus Christ and helping them grow in their faith.



Every Heart Foundation mission is to reduce cardiovascular disease in young Americans, through advanced diagnostic testing, comprehensive education, and ground-breaking research.



Hope House of Colorado empowers parenting teenage moms to strive for personal and economic self-sufficiency and to understand their significance in God's sight, resulting in a healthy future for them, and for their children.



Colorado Uplift mission is building long-term, life-changing relationships with urban youth.



The Dolphin House and the entire 7th Judicial District Multidisciplinary Team is to educate, advocate, and protect victims of child abuse.



INFINITE
HERO

Infinite Hero's pledge to those who have risked their lives is to reward their sacrifice and bravery with support that articulates our gratitude.



March 11, 2025

Proposed Products

(168) *NEW* 2025 Club Car Tempo Electric or Lithium-Ion golf cars, equipped as follows:

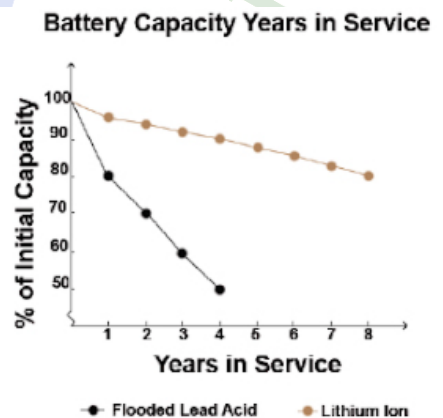
- Standard Options –
 - DC Drive System (electric)
 - Single Point Watering System (electric)
 - AC Drive System with Briggs & Stratton lithium-ion pack (lithium)
 - ERIC charger
 - Golf ball holder
 - Sweater basket
 - Standard body color (cashmere, white, platinum, or green)
 - Standard canopy top (beige, white, or black)
 - Standard seats (beige, white, gray, or black)
 - Dual USB Port and Comfort Grip Steering Wheel
 - Standard wheels and tires
 - Domed number decals (black/gold or silver/gold)
 - Front Club Car nameplate (black/gold or silver/gold)
- Golf Accessories –
 - Hinged windshield, clear
 - (2) Sand/seed bottles
- Custom “West Woods and Lake Arbor” logo
- Information Holder – windshield or canopy mount

Club Car’s new second generation Lithium Ion power-train has started hitting the course. The Tempo Li-Ion vehicle provides best in class range, performance, and safety while delivering a lower total cost of ownership. The new AC Li-Ion battery system ensures golf course operators have confidence in achieving 36+ holes on one charge. In addition to superior range, the Club Car Tempo Li-Ion battery requires minimal maintenance when compared to flooded lead acid (FLA) batteries. Lithium Ion batteries last longer (Figure 1, below) and can save golf courses up to 50% in electricity costs.

Club Car Lithium Ion Features and Benefits

Zero Maintenance Battery

- Set and Forget Extended Storage
- Over-the-air (OTA) Updates - Maximize operational efficiency and minimize downtime when your fleet is connected with Club Car Connect
- Vehicle Control Module (VCM) - Increase vehicle uptime and reduce labor time. Real time health status of vehicle helps identify issues before they arise.
- Handheld Bluetooth® Diagnostic Tool - Maximize vehicle up time. Quick serviceability keeps your fleet running by analyzing and configuring all electrical subsystems with one simple tool.



(4) 2025 Club Car Café Express beverage units, equipped as follows:

- Standard options –
 - ERIC high frequency charger, 9' DC cord
 - Heavy duty 6-volt batteries
 - Standard wheels and tires
 - Four-wheel brakes
 - 12V powerpoint
 - Fuel gauge/hour meter
 - Halogen headlights
 - Standard gray seats
 - Standard body color (dark green, dark gray, white, or bright blue)
 - Solid windshield
 - Upper cabinet with liquor bar
 - Standard canvas canopy top (green, green tweed, blue tweed, linen tweed, or gray tweed)
- Beverage units package –
 - Extra heavy duty suspension
 - Differential guard

(4) 2025 Club Car Carryall 300 electric utility vehicles, equipped as follows:

- Standard options –
 - ERIC high frequency charger, 9' DC cord
 - 8-volt batteries
 - Hour meter
 - DC-DC converter, 25A
 - Standard wheels and tires
 - Two-wheel brakes
 - Halogen headlights
 - Standard gray seats
 - Standard body color (dark green, dark gray, white, or bright blue)
 - Additional options -
 - Cargo box

(6) 2025 Club Car Carryall 300 gasoline utility vehicles, equipped as follows:

- Standard options –
 - 14hp Kohler EFI engine
 - Standard wheels and tires
 - Two-wheel brakes
 - 12V powerpoint
 - Fuel gauge/hour meter
 - Halogen headlights
 - Standard gray seats
 - Standard body color (dark green, dark gray, white, or bright blue)
 - Cargo box
 - Differential guard



(2) 2025 Club Car Carryall 300 gasoline driving range unit, equipped as follows:

- Standard options –
 - 14hp Kohler EFI engine
 - Standard wheels and tires
 - Two-wheel brakes
 - 12V powerpoint
 - Fuel gauge/hour meter
 - Halogen headlights
 - Standard gray seats
 - Standard body color (dark green, dark gray, white, or bright blue)
- Driving range package -
 - Cargo box
 - Differential guard
 - Heavy duty trailer hitch
 - Heavy duty front suspension
 - Range picker adapter kit
 - Range cab kit

(3) 2025 Club Car Tempo 4-passenger golf cars, equipped as follows:

- Standard Options –
 - DC Drive System
 - Single Point Watering System
 - ERIC charger
 - Golf ball holder
 - Standard body color (cashmere, white, platinum, or green)
 - Standard canopy top (beige, white, or black)
 - Standard seats with fold-down rear seat (beige, white, gray, or black)
 - Dual USB Port and Comfort Grip Steering Wheel
 - Standard wheels and tires
 - Domed number decals (black/gold or silver/gold)
 - Front Club Car nameplate (black/gold or silver/gold)

(1) 2025 Club Car Villager 6 Electric 6-passenger golf cars, equipped as follows:

- Standard Options –
 - DC Drive System
 - Standard duty 6-volt batteries
 - IQPlus drive system with 500 amp motor controller
 - Standard body color (white or beige)
 - Villager 6 canopy top (beige, white, or black)
 - Standard seats with fixed rear seat (beige, white, gray, or black)
 - Standard lights with battery capacity indicator
 - Dual USB Port and Comfort Grip Steering Wheel
 - Standard wheels and tires



March 11, 2025



(2) 2025 SoloRider handicap cars, equipped as follows:

- Standard Options –
 - Lead acid batteries with battery fill system
 - Meets ANSI safety standards
 - ADA compliant
 - Standard body color (white or green)
 - Headlights only light kit
 - Sand bottle and support kit

Warranty Information

WARRANTY TIMEFRAME

ITEM	SUB-ITEMS	COVERAGE
VEHICLE MAINFRAME	Not applicable	Limited Lifetime
SUSPENSION	Steering gearbox, steering column, shocks, and leaf springs	4 years
ELECTRIC POWERTRAIN	Electric motor, transaxle, and MCOR	3 years
DEEP CYCLE BATTERY	25,000-amp hours as recorded by the controller or four years, whichever occurs first, for properly maintained vehicles using an authorized deionizer system. Otherwise 20,000-amp hours or four years.	4 years
MAJOR ELECTRONICS	Solid state speed controller and battery charger	4 years
PEDAL GROUP	Pedal group mechanical assembly, brake cluster assemblies, and brake cables	4 years
SEATS	Seat bottom, seat back, and armrests	4 years
CANOPY SYSTEM	Canopy, rear canopy supports, drainage system, and structural accessory module (SAM)	4 years
BODY GROUP	Beauty panels and front/rear underbody	3 years
ALL REMAINING COMPONENTS	Solenoid, limit switches, voltage regulator, F&R switch, and options and accessories supplied by Club Car, including components not specified otherwise	2 years



March 11, 2025



Scope of Services

- A. The availability, scheduling process, and rental fee for of up to twenty-five (25) additional carts for one (1) day rentals as needed throughout the season. *Rental golf cars are available throughout the season through Colorado Golf & Turf, Inc. Currently, we have over 300 2-passenger rental cars available to courses throughout the state of Colorado. The scheduling process consists of securing the vehicles and signing a Rental Contract Agreement. The rental fee for Club Car facilities is \$39/ car/ day plus a one-time delivery fee dependint on the location of delivery.*
- B. Schedule and costs for the maintenance of all vehicles. *Colorado Golf & Turf, Inc. has five full-time Road Service Technicians that cover the state of Colorado. Our Technicians will be scheduled to perform courtesy service calls at The City of Arvada every two weeks during the months of March through October. In the months of November through February, Colorado Golf & Turf, Inc. will make service calls to The City of Arvada based on a request from the course. During these courtesy service calls the technician will perform warranty work, service inspections, and updates as needed. All warranty work will be performed by Colorado Golf & Turf, Inc. staff. Any service work (non-warranty) will need to be approved by The City of Arvada personnel prior to any work being performed. We ask The City of Arvada staff to help us monitor and log issues or damages experienced with the fleet; this will help Colorado Golf & Turf, Inc. be more efficient in repairs during courtesy service calls.*
- Staff Training** - *Club Car and Colorado Golf & Turf, Inc. will provide The City of Arvada staff training for free that covers routine maintenance, general diagnostics, cleaning and detailing, charging practices, long-term storage, and GPS best practices.*
- C. Associated cost for Warranty and replacement of both Lithium Battery and Standard Battery type. *There will be no cost to The City of Arvada for any warranty work performed on the equipment. The current cost of replacement (out of warranty) for batteries are –*
- Lithium – \$3,250*
 - Standard batteries (lead acid) - \$200/ battery*
- D. Plan and all associated costs for the new cart delivery and set up including cart charger installation. *There will be no additional charge to The City of Arvada for delivery, setup, or cart charger installation.*
- D. Plan and costs for loaner vehicles during repair of down units, include response time. *There will be no additional charge to The City of Arvada for loaner equipment down for warranty repairs. If The City of Arvada requests a loaner vehicle, due to damage caused, the cost will align with our standard rental rates and delivery fees. Colorado Golf & Turf, Inc.'s response time will be less than 48 hours.*



March 11, 2025



Proposal Pricing

4-Year Lease Term

Based on the above equipment, The City of Arvada would make one annual payment per year (in June) of \$238,095.68 in the years of 2025, 2026, 2027, and 2028. On June 1, 2029, one balloon payment will be due of \$365,100.00, and Colorado Golf & Turf, Inc. agrees to make the balloon payment on behalf of Arvada for taking ownership of the RFP equipment package, unless another date is mutually agreed upon by the Parties.

Other Options to Consider

Golf Cart Fleet - Electric

- (168) Club protectors (black, beige or green) – additional \$8,259.08 per annual payment
- (168) Upgraded body color (sapphire, sangria, or black) – additional \$5,580.39 per annual payment
- (168) Upgraded hinged windshield, clear – additional \$4,464.26 per annual payment
- (168) Premium coolers – additional \$0 per annual payment (FREE OF CHARGE)
- (168) Lithium battery upgrade – additional \$85,853.13 per annual payment based on the 4-year term. If The City of Arvada wants to pursue the lithium option, we recommend extending the lease to a 5-year term.

Refreshment/Beverage Carts – Electric

- No additional options are recommended

Food & Beverage Utility Vehicle – Electric

- Upgrade to Club Car Carryall 500 (larger cargo box, increase to payload capacity, and 4-wheel brakes) – additional \$1,115.93 per annual payment, per vehicle
- Canopy top and windshield – additional \$140.62 per annual payment, per vehicle

Utility Vehicles

- Upgrade to Club Car Carryall 500 (larger cargo box, increase to payload capacity, and 4-wheel brakes) – additional \$528.80 per annual payment, per vehicle
- Canopy top and windshield – additional \$140.62 per annual payment, per vehicle
- Heavy duty trailer hitch - additional \$26.35 per annual payment, per vehicle
- Heavy duty front brush guard - additional \$79.50 per annual payment, per vehicle

Ranger Picker

- Upgrade to Club Car Carryall 500 (larger cargo box, increase to payload capacity, and 4-wheel brakes) – additional \$528.80 per annual payment, per vehicle

Multiple Passenger Shuttle Carts – Electric

- No additional options are recommended

Handicap Carts - Electric

No additional options are recommended



March 11, 2025



Visage Information

There are currently two screen options for the Visage GPS system. The pricing for each is below –

- New V4 VDU screen rental - \$48/car/month
 - Annual budget of \$96,768 (based on equipping all 168 fleet cars)
- Certified Pre-Owned V3 VDU screen rental - \$35/car/month
 - Annual budget of \$70,560 (based on equipping all 168 fleet cars)



The total price for all three modules is included above. However, you do not need to equip the entire fleet with all three modules. If you choose to only select two of the modules, the annual price will be reduced. This will be done on a separate rental agreement with GPSI. You can split the annual cost into 12 payments each year, 6 payments per year, or an annual payment, etc....

Golfer Experience

- Hole Overviews
- Touch screen for distance
- Dynamic distances to pins and POIs
- Tee shot distance
- Blind tee shot / car ahead
- Pin placement manager
- Food & Beverage

Car Tracking

- Real time vehicle position and location tracking
- Pace of Play tracking & reporting
- Vehicle performance tracking
- Find car
- Real time messaging
- Fleet rotation
- Energy unit tracking
- Vehicle drive history of use tracking

Car Control

- Action zone Variable Speed Control
- Action zone messaging
- Fleet lock down
- Geofencing software options to slow and stop carts
- Cart path only
- Anti-tamper
- Set vehicle top speed
- Notifications
- Vehicle drive history



March 11, 2025



References

Vail Golf Club
Director of Golf – Alice Plain
1775 Sunburst Dr, Vail, CO 81657
(970)479-2260
APlain@vailrec.com

Haymaker Golf Course
Head Golf Professional – Cody Hasten
34855 US-40, Steamboat Springs, CO 80487
(970) 870-1846
chasten@haymakergolf.com

Fossil Trace Golf Club
Head Golf Professional – Adam Finch
3050 Illinois St, Golden, CO 80401

(303)277-8750
afinch@cityofgolden.net

City of Loveland
Director of Golf – Mark Esoda
500 E. 3rd Street, Ste. 200
(970)962-2496
Mark.Esoda@cityofloveland.org

City of Grand Junction
Director of Golf – Tim Tafoya
2057 S Broadway, Redlands, CO 81507
(970)254-3830
timt@gjcity.org



March 11, 2025



Exclusive Features

Tightest Turning Radius

The Club Car Tempo has the tightest turning radius in the industry; this is important for maneuverability on the course, but more importantly in the cart barn and staging area.

Molded-In Body Color

The Club Car Tempo standard body colors are molded-in. This is important due to the fact that if a body panel is scratched, it is the same color all the way through. This will help keep the cars look newer and cleaner.



All Aluminum Frame

The Club Car Tempo weighs about 100 lbs. lighter than the competition. On the course this means less wear and tear on the turf due to cart traffic – approximately 350 tons of weight per year would not be compacting the turf.

Full Bumper Protection

The Club Car Tempo has 360° bumper coverage, which helps the cars protected and looking nicer.

Lithium-Ion

The Club Car Tempo is the only lithium-ion car on the market with a 1,000 watt Dynamic Brake Resistor, 45-hole battery range, 4.7 HP AC motor, die cast aluminum battery enclosure, and a Vehicle Control Module that allows specific programming and controls vehicle inputs and outputs.



Visage

The Club Car GPS, or Visage, is the only GPS system in the industry that allows the facility to truly CONTROL the fleet. Car Controls allow for action zone variable speed control, action zone message, fleet lock down, geofence, cart path only with one click of a button, anti-tamper, set vehicle top speeds, and vehicle drive history.

Rental Discount

Colorado Golf & Turf provides Club Car customers a discount on rental golf cars. Customers receive cars for \$36 each, versus \$45 each for non-Club Car accounts.



Tempo Walk

Tempo walk allows golfers to not have to worry about pushing and pulling a handcart or carrying their clubs, they can focus on everything that first attracted them to the game: the traditions, strategy, competition, and friendship found in a foursome.



March 11, 2025



Thank You

Thank you for considering Colorado Golf & Turf, Inc. and Club Car for your fleet solutions provider at The City of Arvada.



March 11, 2025

REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: COLORADO GOLF AND TURF, INC.

Contact Names: Sales/Customer Service DREW HUNTER

Address: 11757 S. WADSWORTH BLVD. LITTLETON, CO 80125

Phone: (303) 761-3332 Email(s): drew@colgolfandturf.com

The undersigned hereby affirms that:

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

By: <u>Drew Hunter</u>	Date <u>3.11.25</u>	FEIN <u>84-0924799</u>
Signature of Authorized Agent	Date	FEIN
<u>DREW HUNTER</u>	<u>VP OF SALES</u>	<u>drew@colgolfandturf.com</u>
Typed/Printed Name of Agent	Title of Agent	Agent email

Type of Business: S Corporation, State of Incorporation COLORADO Partnership (general)
Partnership (limited) Sole Proprietorship Limited Liability Company Other _____

Address of main business office, principal factory, or warehouse if different from above:

Principal line of business: EQUIPMENT DISTRIBUTOR

Number of years in present business: 42

REFERENCES:

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

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

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

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

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

References continued:

Name: _____ Contact Person: _____
Address: _____
Telephone No: _____ Email: _____
Describe type of work/service performed or items supplied: _____

PAYMENT TERMS: If the vendor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

Discount: _____ % _____ Days, Net: 30 Days, Accept Visa without additional fee? No

SUBMITTAL CHECKLIST:

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

- ☒ Submit **one** pdf document, unless instructed to include Excel file of Bid Schedule, on-line at BidnetDirect.com (File Name: Company name – Solicitation number)
- ☒ Cover & Executive Summary
- ☒ Detail Firm's and employees' Capabilities, Experience
- ☒ Details of proposal – proposed products, services, implementation timeline as it applies to the Scope of Services
- ☒ Options, and Added Value
- ☒ Firm's Vehicle Warranty and Maintenance Plan
- ☒ Lease Terms and Conditions
- ☒ Completed, signed Required Vendor Submittal Form,
- ☒ Cost Proposal – cost for carts, and services outlined in the Scope of Services

CONFIRM:

- ☐ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☐ VARIATIONS: Checking this box indicates that the vendor has variations to this solicitation. Identify all variations and exceptions to this solicitation on a separate sheet/s of paper. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation. For each variation listed, reference the applicable section of the solicitation document, the page number, and the variance. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award.
- ☒ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed as a variation.
- ☐ Initial to acknowledge receipt of Addenda, if any:

#1 _____ #2 _____ #3 _____

VENDOR NAME: COLORADO GOLF AND TURF, INC.

SOLICITATION #25-VCN-015
Electric Golf Carts & Utility Vehicles

PERFORMANCE MEASURES FORM INSTRUCTIONS:

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

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

2. The awarded vendor will be evaluated by the City per these defined metrics 2 months prior to contract renewal. The department will review with the vendor any measures needing improvement.

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

(a) Price/Cost

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

1. VENDOR AND FINANCING AGENCY WILL PROVIDE DETAILED AND TIMELY INVOICES.

2. _____

(b) Punctuality/Responsiveness

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

1. VENDOR WILL PROVIDE WEEKLY DELIVERY UPDATES UNTIL ALL EQUIPMENT IS FULFILLED.

2. _____

(c) Quality/Reliability

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

1. VENDOR WILL PROVIDE EQUIPMENT AS AGREED UPON.

2. _____

(d) Sustainability and/or Innovation

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

1. DIGITAL REPORTS WILL BE PROVIDED TO REDUCE THE USE OF PAPER.

2. _____

Performance measures will be queried for every year of the contract. Performance measures reporting will be considered when renewing or awarding a contract with a vendor.

Exhibit C

AN AGREEMENT BETWEEN THE CITY OF
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COLORADO GOLF AND TURF, INC. FOR
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2025 Club Car Proposal Information
Request for Proposal #25-VCN-015
2025 Golf Cart & Utility Vehicle – Lease



April 14, 2025

The City of Arvada

West Woods Golf Course
6655 Quaker Street
Arvada, CO 80007

Lake Arbor Golf Course
8600 Wadsworth Boulevard
Arvada, CO 80003

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If you have questions about any aspect of this information or if you would like to discuss additional ways we might meet your needs, please do not hesitate to reach out.

Best Regards,



Drew Hunter
Colorado Golf & Turf, Inc.



Reed Tomlinson
Colorado Golf & Turf, Inc.



April 14, 2025

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Colorado Golf & Turf, Inc specializes in providing a golf car and service that fits your course's specific needs. We have built relationships with golf courses, management companies, and vendors to make your job easier. Our experience will help you provide the end user and unforgettable golf experience.

Products – Club Car's golf, utility and transportation vehicles are recognized as industry leaders in efficiency and long-lasting value. Today, more than 40 base models with applications in golf course, grounds maintenance, industrial, commercial, and recreational markets are available. Club Car repeatedly leads the industry, a fact many attributes to the company's winning style and state-of-the-art engineering. The preparation Club Car has made for tomorrow will serve you well today and in the years to come.

Service – Colorado Golf & Turf, Inc has made an investment in our service and parts departments that is unmatched in the state of Colorado. In 2017, Club Car awarded Colorado Golf & Turf, Inc. with the "Golf Distributor Service" award. We have more technicians, a larger inventory of parts, and faster response times than any of our local competitors. We make sure every single customer is a satisfied one.

Customers - Colorado Golf & Turf, Inc. will provide at no cost on-site training for your personnel on the necessary routine maintenance procedures for your new equipment. This will include setting up maintenance records for each piece of equipment, which can be invaluable for liability purposes. References are available upon request. Fulfilled

Key Employees – Colorado Golf & Turf, Inc. takes pride in the tenure of our leadership team and key employees.

- Tom Bauerle – President, Founder, tenure since 1983
- Abbie Randel – Vice President of Operations, tenure since 2004
- Geoff Kerns – Director of People and Culture – tenure since 2020
- Stehanie TenEyck – Director of Accounting – tenure since 2020
- Drew Hunter – Vice President of Sales – tenure since 2012
- Reed Tomlinson – Fleet Sales Manager – tenure since 2023

To positively impact our community by developing lasting relationships, offering exceptional products, and providing first-class service.



April 14, 2025

Partnerships



REACH

Colorado Section

Colorado PGA REACH works daily to support our PGA Professionals to make a difference in our local communities. Colorado PGA REACH programming ensures that regardless of your age or background, cost will never inhibit one's involvement and enjoyment of the game of golf.



Younglife Introducing adolescents to Jesus Christ and helping them grow in their faith.



Every Heart Foundation mission is to reduce cardiovascular disease in young Americans, through advanced diagnostic testing, comprehensive education, and ground-breaking research.



Hope House of Colorado empowers parenting teenage moms to strive for personal and economic self-sufficiency and to understand their significance in God's sight, resulting in a healthy future for them, and for their children.



Colorado Uplift mission is building long-term, life-changing relationships with urban youth.



The Dolphin House and the entire 7th Judicial District Multidisciplinary Team is to educate, advocate, and protect victims of child abuse.



INFINITE
HERO

Infinite Hero's pledge to those who have risked their lives is to reward their sacrifice and bravery with support that articulates our gratitude.



April 14, 2025

Proposed Products

(168) *NEW* 2025 Club Car Tempo Electric golf cars, equipped as follows:

- Standard Options –
 - DC Drive System (electric)
 - Single Point Watering System (electric)
 - ERIC charger
 - Golf ball holder
 - Sweater basket
 - Standard body color (cashmere)
 - Standard canopy top (beige)
 - Standard seats (beige)
 - Dual USB Port and Comfort Grip Steering Wheel
 - Standard wheels and tires
 - Domed number decals (black/gold)
 - Front Club Car nameplate (black/gold)
- Golf Accessories –
 - Premium hinged windshield, clear
 - (4) Sand/seed bottles
- Custom “West Woods and Lake Arbor” logo
- Information Holder – windshield or canopy mount
- Visage hardware and screens, plus 4-years of service

(1) 2025 Club Car Café Express beverage units, equipped as follows:

- Standard options –
 - ERIC high frequency charger, 9’ DC cord
 - Heavy duty 6-volt batteries
 - Standard wheels and tires
 - Four-wheel brakes
 - 12V powerpoint
 - Fuel gauge/hour meter
 - Halogen headlights
 - Standard gray seats
 - Standard body color (red)
 - Solid windshield
 - Upper cabinet with liquor bar
 - Standard canvas canopy top (gray tweed)
- Beverage units package –
 - Extra heavy duty suspension
 - Differential guard

(3) 2018 and 2022 Club Car Café Express beverage units, equipped as follows:

- Colorado Golf & Turf, Inc. to fully service these vehicles and install new red front body, new seats, new tires, and new gray tweed canvas canopy top



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(3) 2025 Club Car Carryall 500 gasoline utility vehicles, equipped as follows:

- Standard options –
 - 14hp Kohler EFI engine
 - Standard wheels and tires
 - Four-wheel brakes
 - 12V powerpoint
 - Fuel gauge/hour meter
 - Halogen headlights
 - Standard gray seats
 - Standard body color (dark green)
 - Turf Package
 - Cargo box
 - Differential guard
 - Heavy duty trailer hitch
 - Heavy duty front brushguard

(2) 2025 Club Car Carryall 502 lithium-ion utility vehicles, equipped as follows:

- Standard options –
 - Vanguard lithium ion batteries
 - Standard wheels and tires
 - Four-wheel brakes
 - 12V powerpoint
 - Fuel gauge/hour meter
 - Halogen headlights
 - Standard gray seats
 - Standard body color (dark green)
 - Turf Package
 - Cargo box
 - Differential guard
 - Heavy duty trailer hitch
 - Heavy duty front brushguard

(6) 2021 Club Car Carryall 500 gasoline utility vehicles, equipped as follows:

- Colorado Golf & Turf, Inc. to fully service these vehicles

(2) 2025 Club Car Carryall 300 gasoline driving range unit, equipped as follows:

- Standard options –
 - 14hp Kohler EFI engine
 - Standard wheels and tires
 - Two-wheel brakes
 - 12V powerpoint
 - Fuel gauge/hour meter
 - Halogen headlights
 - Standard gray seats
 - Standard body color (dark green, dark gray, white, or bright blue)
- Driving range package -
 - Cargo box
 - Differential guard
 - Heavy duty trailer hitch
 - Heavy duty front suspension



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- Range picker adapter kit
- Range cab kit

(4) 2025 Club Car Tempo Utility golf cars, equipped as follows:

- Standard Options –
 - DC Drive System
 - Single Point Watering System
 - ERIC charger
 - Golf ball holder
 - Standard body color (cashmere)
 - Standard canopy top (beige)
 - Standard seats (beige)
 - Dual USB Port and Comfort Grip Steering Wheel
 - Standard wheels and tires
 - Domed number decals (black/gold)
 - Front Club Car nameplate (black/gold)
 - Molded-plastic utility box

(1) 2022 Club Car Villager 6 Electric 6-passenger golf cars, equipped as follows:

- Colorado Golf & Turf, Inc. to fully service these vehicles and install new batteries

(2) 2025 SoloRider handicap cars, equipped as follows:

- Standard Options –
 - Lead acid batteries with battery fill system
 - Meets ANSI safety standards
 - ADA compliant
 - Standard body color (white or green)
 - Headlights only light kit
 - Sand bottle and support kit

(105) Certified Pre-Owned Visage V3 VDU screen rental, includes:

Golfer Experience

- Hole Overviews
- Touch screen for distance
- Dynamic distances to pins and POIs
- Tee shot distance
- Blind tee shot / car ahead
- Pin placement manager
- Food & Beverage

Car Tracking

- Real time vehicle position and location tracking
- Pace of Play tracking & reporting
- Vehicle performance tracking
- Find car



April 14, 2025



- Real time messaging
- Fleet rotation
- Energy unit tracking
- Vehicle drive history of use tracking

Car Control

- Action zone Variable Speed Control
- Action zone messaging
- Fleet lock down
- Geofencing software options to slow and stop carts
- Cart path only
- Anti-tamper
- Set vehicle top speed
- Notifications
- Vehicle drive history



Course Summary

WEST WOODS	Quantity
2025 Club Car Tempo FLA	105
2025 Club Car Café Express Beverage Units	1
2022 Club Car Café Express Beverage Units	2
2025 Club Car Caryall 500 Gas (Pro Shop)	2
2025 Club Car Caryall 502 Lithium-Ion (Maintenance)	2
2021 Club Car Carryall 500 Gas (Maintenance)	4
2025 Club Car Caryall 300 Gas Driving Range Units	1
2025 Club Car Tempo Utility Electrics	3
2022 Club Car Villager 6 Electric	1
2025 SoloRider	1
Visage	105

LAKE ARBOR	Quantity
2025 Club Car Tempo FLA	62
2018 Club Car Café Express Beverage Units	1
2025 Club Car Caryall 500 Gas (Pro Shop)	1
2021 Club Car Carryall 500 Gas (Maintenance)	2
2025 Club Car Caryall 300 Gas Driving Range Units	1
2025 Club Car Tempo Utility Electrics	1
2025 SoloRider	1



April 14, 2025



Proposal Pricing

4-Year Lease Term

Based on the above equipment, The City of Arvada would make one annual payment per year (in June) of ~~\$285,312.85~~ in the years of 2025, 2026, 2027, and 2028. On June 1, 2029, one balloon payment will be due of \$347,150.00, and Colorado Golf & Turf, Inc. agrees to make the balloon payment on behalf of Arvada for taking ownership of the RFP equipment package, unless another date is mutually agreed upon by the Parties.

References

Vail Golf Club
Director of Golf – Alice Plain
1775 Sunburst Dr, Vail, CO 81657
(970)479-2260
APlain@vailrec.com

Haymaker Golf Course
Head Golf Professional – Cody Hasten
34855 US-40, Steamboat Springs, CO 80487
(970) 870-1846
chasten@haymakergolf.com

Fossil Trace Golf Club
Head Golf Professional – Adam Finch
3050 Illinois St, Golden, CO 80401

(303)277-8750
afinch@cityofgolden.net

City of Loveland
Director of Golf – Mark Esoda
500 E. 3rd Street, Ste. 200
(970)962-2496
Mark.Esoda@cityofloveland.org

City of Grand Junction
Director of Golf – Tim Tafoya
2057 S Broadway, Redlands, CO 81507
(970)254-3830
timt@gjcity.org



April 14, 2025



Exclusive Features

Tightest Turning Radius

The Club Car Tempo has the tightest turning radius in the industry; this is important for maneuverability on the course, but more importantly in the cart barn and staging area.

Molded-In Body Color

The Club Car Tempo standard body colors are molded-in. This is important due to the fact that if a body panel is scratched, it is the same color all the way through. This will help keep the cars look newer and cleaner.



All Aluminum Frame

The Club Car Tempo weighs about 100 lbs. lighter than the competition. On the course this means less wear and tear on the turf due to cart traffic – approximately 350 tons of weight per year would not be compacting the turf.

Full Bumper Protection

The Club Car Tempo has 360° bumper coverage, which helps the cars protected and looking nicer.

Lithium-Ion

The Club Car Tempo is the only lithium-ion car on the market with a 1,000 watt Dynamic Brake Resistor, 45-hole battery range, 4.7 HP AC motor, die cast aluminum battery enclosure, and a Vehicle Control Module that allows specific programming and controls vehicle inputs and outputs.



Visage

The Club Car GPS, or Visage, is the only GPS system in the industry that allows the facility to truly CONTROL the fleet. Car Controls allow for action zone variable speed control, action zone message, fleet lock down, geofence, cart path only with one click of a button, anti-tamper, set vehicle top speeds, and vehicle drive history.

Rental Discount

Colorado Golf & Turf provides Club Car customers a discount on rental golf cars. Customers receive cars for \$36 each, versus \$45 each for non-Club Car accounts.



Tempo Walk

Tempo walk allows golfers to not have to worry about pushing and pulling a handcart or carrying their clubs, they can focus on everything that first attracted them to the game: the traditions, strategy, competition, and friendship found in a foursome.



April 14, 2025



Thank You

Thank you for considering Colorado Golf & Turf, Inc. and Club Car for your fleet solutions provider at The City of Arvada.



April 14, 2025



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.4.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

SUBJECT: R25-044, A Resolution Authorizing an Employment Agreement Between the City Of Arvada and Don Wick as City Manager

Report in Brief

The City Council has offered Don Wick the position of City Manager. He accepted the position. It has been the practice of City Council to utilize employment agreements with Council Appointees.

The Arvada team recommends that the City Council approve R25-044, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Don Wick as City Manager.

Financial Impact

The Agreement contains the terms and conditions of Mr. Wick's employment. It provides an annual salary of \$320,000.00. This is currently budgeted and will be paid from the City Manager's budget.

Background

There has been a vacancy in the Arvada City Manager position since August of 2024. Linda Haley has served as the Interim City Manager since that time. Section 6.1 of the Arvada Charter states that whenever a City Manager position vacancy occurs, the City Council will appoint a replacement who will serve as the chief executive and administrative officer of the City. Following a nationwide search, the City Council interviewed three finalists and identified Don Wick as the individual with whom to negotiate the terms of an Employment Agreement as the new City Manager. The Employment Agreement with Don Wick sets forth the understanding of the Parties as to Mr. Wick's salary and benefits. Mr. Wick will be paid an annual salary of \$320,000.00 with a \$500.00 per month car allowance and other related benefits.

Discussion

Under the home rule Charter of the City of Arvada, the City Council has three appointees. One of them is the City Manager. The Charter requires that this position be filled. Recognizing that the City Manager position is key to overseeing City operations consistent with the City Council's strategic plan, the City Council has selected Don Wick as the person most qualified to fulfill the duties of the City Manager. Approval of Mr. Wick's Employment Agreement will ensure this position is filled.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The proposed action aligns with the Organizational and Service Effectiveness (OSE) Priority Area of the City Council Strategic Plan. Don Wick's hiring as City Manager is consistent with the following OSE responsibility and service delivery obligation:

Provides leadership, policy and guidance, communication, and engagement services to the City Council, the community, and the organization, utilizing a values-driven organizational culture, ethical behavior, and transparency to the community to maintain public trust.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R25-044, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Don Wick as City Manager.

Suggested Motion:

I move that R25-044, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Don Wick as City Manager, be (approved) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Gabriella Bommer, Director of Human Resources 4/30/2025

Bryan Archer, Director of Finance 5/1/2025

Toni Riebschlager, Law Office Administrator 5/1/2025

Nora Steenson, Deputy City Attorney

Rachel Morris, City Attorney

Linda Haley, Acting City Manager

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO.R25-044

A RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF ARVADA AND DON WICK
AS CITY MANAGER

WHEREAS, Arvada City Charter section 6.1 states that whenever a vacancy in the City Manager position occurs, the City Council will appoint a replacement to serve as the chief executive and administrative officer of the City; and

WHEREAS, There is a vacancy in the City Manager position and the City Council wishes to appoint a manager to perform the duties and functions of the manager as set forth in the Charter, the City Code, the Colorado Revised Statutes, and as assigned by the City Council; and

WHEREAS, Don Wick wishes to serve as the City Manager and the City Council wishes to appoint him to this position.

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

Section 1. The Mayor or the Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Employment Agreement between the City of Arvada and Don Wick as City Manager. The Agreement 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 6th day of May, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF ARVADA AND DON WICK AS CITY MANAGER**

1.0 PARTIES. The Parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation (“Arvada” or “City”), and Don Wick (“Employee”), collectively the “Parties.”

2.0 PURPOSE AND RECITALS.

2.1 Arvada needs a full-time City Manager.

2.2 The Employee wishes to serve as and Arvada wishes to appoint Employee as the City Manager.

2.3 Both Parties wish to formalize their understanding relating to the terms and conditions of Employee’s work.

2.4 In consideration of the mutual covenants contained in this Agreement, the Parties agree as set forth herein.

3.0 APPOINTMENT.

3.1 Appointment. Arvada appoints Employee as the City Manager for Arvada and Employee accepts the appointment on the terms and conditions set forth in this Agreement.

4.0 TERM.

4.1 Effective date; Term. This Agreement will commence on May 17, 2025, and continue until terminated by City Council action or until the Employee resigns, whichever occurs first.

4.2 Rights not limited. Nothing in this Agreement prevents, limits, or otherwise interferes with the right of the City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 9. Nothing in this Agreement prevents, limits, or otherwise interferes with the right of the Employee to resign at any time from his position with the City, subject only to the provisions set forth in Section 9.

4.3 Serves at Council’s pleasure. Both Parties acknowledge the Employee serves at the pleasure of City Council and may be terminated from employment by City Council at any time, for any reason, with or without cause.

5.0 SCOPE OF WORK.

- 5.1 Generally. Employee will successfully perform the functions and duties of the City Manager as specified in Chapter VI of the Home Rule Charter of the City of Arvada; C.R.S. § 31-4-210, *et seq.*, as amended; the Arvada City Code, as amended; as provided in the City Manager's job description; as provided in this Agreement; and as City Council may assign. All duties assigned to Employee will be appropriate to and consistent with Employee's professional role and responsibilities.

6.0 COMPENSATION.

- 6.1 Base salary. Arvada agrees to pay Employee an annual base salary of \$320,000.00 beginning on the effective date of this Agreement and payable in installments at the same time other City employees are paid. Thereafter, the Employee's salary may be adjusted as set forth herein and at the discretion of the City Council. Payments made are subject to such withholdings as may be required or regulated by law, or that are authorized from time to time by Employee.
- 6.2 Automobile allowance. Employee shall provide his own automobile for work-related purposes, and Arvada shall pay the Employee a monthly automobile allowance of \$500.00. The automobile allowance shall be subject to withholdings and tax reporting as may be required by law.
- 6.3 Appropriation. All payments or financial obligations of the Arvada provided herein are subject to annual appropriation by City Council.

7.0 OTHER BENEFITS.

- 7.1 Retirement; Deferred compensation.
- 7.1.1 Retirement account. Arvada does not participate in the Social Security System. However, Arvada will deposit an amount equal to 13.02% of Employee's base salary into a qualified 401(a) retirement plan account managed by the Employee, with such deposit to be made during the respective calendar year in generally equal proportionate amounts each pay period. Employee will contribute at least an amount equal to 8% of his salary with deposits being made in the same manner and at the same time as Arvada's contributions. Employee will be fully vested in Arvada's contribution at the time the contribution is made.
- 7.1.2 Deferred compensation plan. Employee may participate in Arvada's 457 Deferred Compensation Plan on the same terms and conditions as do other City employees.
- 7.2 Insurance.

7.2.1 Health. Arvada will provide health, hospitalization, dental, and vision insurance for Employee and his dependents, and will pay a portion of the total premiums thereon, on the same ratio and basis as for other City employees.

7.2.1.1 If Employee separates or retires from Arvada before he becomes Medicare eligible, he may, at his expense, participate in an Arvada-sponsored health benefit plan under the same terms and conditions as other regular Arvada employees. If Employee separates or retires from Arvada after he becomes Medicare eligible, he will not be eligible to participate in an Arvada-sponsored plan. For purposes of this subsection, "Medicare eligible" means when the Employee is at least 65 years of age and is eligible to purchase into the Medicare system, or when the Employee is at least 65 years of age and has accrued the required number of covered quarters to be eligible for Medicare.

7.2.2 Life. Arvada will purchase and pay premiums on a basic life insurance policy for the Employee on the same basis and with the same coverage as it does for other City employees.

7.2.3 Disability. Employee may purchase and pay premiums for a long-term disability policy through the City's contracted administrator. The policy shall be equivalent in content to the group policy which the City maintains for its highest category of management personnel covered by long-term disability insurance. Participation in any such program may be subject to the eligibility and underwriting requirements of the policy issuer.

7.2.4 Other. Except as otherwise set forth in this Agreement, Employee may participate in any other benefit or benefit program offered or extended to other City employees and on the same basis as other City employees. This includes but is not limited to participating in a health savings account, flex spending plan account, etc.

7.3 Leave time.

7.3.1 Existing leave. Employee will retain any existing leave accrued before the commencement of this Agreement. Employee may use any leave time accrued before the commencement of this Agreement under the same terms and conditions as other Arvada employees.

7.3.2 Executive leave. Arvada acknowledges that as City Manager, Employee must devote time outside normal office hours to the business of the City. As a result, Arvada will grant to Employee on an annual basis 80 hours of "executive leave" to be used as he deems appropriate during normal office hours. Executive leave must be used during the calendar year in which it is accrued

or it will be forfeited. Executive leave may not be carried over from year to year.

7.3.3 Vacation leave and accrual. Upon commencing employment under this Agreement, the Employee will accrue vacation leave at a rate of 10 hours per each full month of employment. Employee's monthly vacation accrual rate and maximum vacation accrual will adjust according to his years of service and in the same manner as set forth for civilian employees in Arvada's personnel rules.

7.3.4 Sick leave. Upon commencing employment under this Agreement, the Employee will accrue sick leave at a rate of 8 hours per each full month of employment. Employee will be subject to the maximum sick leave accrual policies for employees hired after January 1, 2012, but before January 1, 2024, as set forth in Arvada's sick leave policy.

7.3.5 Other leave. Except as provided in this Agreement, Employee will be granted all other leave in accordance with Arvada's personnel rules and policies.

7.3.6 Use and carryover limitations on leave. Except as set forth herein, Arvada's personnel rules dictate the use and carryover limitations of leave time.

7.3.7 Payment for leave.

7.3.7.1 Upon termination or resignation, Arvada will not compensate Employee for his accrued and unused executive leave.

7.3.7.2 Upon termination or resignation, Arvada will compensate Employee for his accrued and unused vacation leave as provided in the Arvada personnel regulations at the time of such termination or resignation.

7.3.7.3 Upon termination or resignation, Arvada will not compensate Employee for his accrued and unused sick leave.

7.4 Professional development.

7.4.1 Dues and subscriptions. Arvada will pay professional dues, license fees, and subscriptions reasonably necessary for Employee's continuing and full participation in national, regional, state, and local professional associations and organizations that are beneficial to both his professional development as City Manager and to the interests of Arvada.

7.4.2 Travel expenses. Arvada will pay travel and per diem expenses reasonably necessary to promote the Employee's attendance at professional meetings, seminars, and conferences that are beneficial to both his professional development and to the interests of Arvada and in accordance with Arvada's business travel and employee reimbursement policy.

8.0 OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

- 8.1 Generally. The City Council may fix any such other terms and conditions of employment, as it may deem appropriate from time to time. All such terms and conditions must be consistent with and not conflict with the provisions of this Agreement, the City Charter, or any other law.
- 8.2 Hours of work. Both Parties acknowledge that the proper performance of the duties of the City Manager will require the Employee to generally observe normal business hours, and may also require work outside of normal business hours. The Employee agrees to devote such additional time as is necessary for the full and proper performance of the Employee's duties, and that the compensation provided in this Agreement includes compensation for all such additional services.
- 8.3 Rules applicable. All provisions of the City Charter and personnel rules relating to holiday leave, "fringe" benefits, and working conditions not addressed in this Agreement as those provisions now exist or hereafter may be amended apply to Employee as they would to other employees of the City, except that provisions of Arvada's personnel rules setting forth the due process rights of employees who are disciplined (including being terminated) do not apply to Employee.
- 8.4 Performance review. The Parties agree that it is in the best interests of the City and the Employee for the Employee to receive an annual performance review by the City Council. The purpose of the performance review is to promote communication between the Parties, to ensure useful feedback about the Employee's performance, to allow the Employee to provide his perspectives about the role and job duties of the City Manager, and to establish goals and objectives for future performance.
- 8.4.1 Process. Employee's initial performance review will be held in executive session at a regularly scheduled City Council meeting at generally the same time as the 2026 performance reviews of the other City Council appointees. Thereafter, Employee's regular annual performance review will be scheduled at generally the same time as the other Council appointees' regularly scheduled annual performance reviews. The City Council may adjust the Employee's salary at any time during or after the Employee's 2026 regularly scheduled annual performance review and on a yearly basis thereafter. The Parties may, by mutual agreement, provide for more frequent reviews. Nothing in this subsection limits the ability of the City Council to schedule a review of the Employee's performance on an as-needed or *ad hoc* basis. Nothing in this subsection serves to modify or limit City Council's right or authority to terminate Employee under Section 9. Nothing in this section limits the ability for Employee and City Council to meet with each other on topics other than the performance review.

- 8.5 Residency requirement. If the Employee is not already a resident of the City, Employee agrees to establish residence in Arvada within twelve months from the commencement of this Agreement. Employee further agrees that once he establishes residency in Arvada, Employee will maintain his personal and physical presence (domicile) throughout the remainder of this Agreement at a dwelling unit within the City that will be his fixed, permanent, and primary home.
- 8.6 Indemnification. Arvada will defend, hold harmless and indemnify Employee against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as the City Manager. Arvada will compromise and settle any such claim or suit, pay the amount of any settlement or judgment, including attorneys' fees incurred therein, in accordance with the provisions of the Colorado Governmental Immunity Act. Employee will cooperate with and assist Arvada in defense of any suit or other legal action or demand that that arises from or out of the Employee's conduct as the City Manager. Arvada has no obligation to defend, hold harmless, and indemnify Employee against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring for actions outside the normal course and scope of the Employee's duties.

9.0 TERMINATION; SEVERANCE PAY.

- 9.1 Termination by Arvada. The Employee will be deemed terminated by Arvada if any of the following events occur:
- 9.1.1 Suggestion by City Council. The City Council notifies the Employee that a majority of its members have suggested either formally or informally that he resign, and the Employee, at his sole option, deems this action to be a "termination." The termination will be effective as of the date of the City Council's suggestion; or
- 9.1.2 Failure by Arvada to comply with Agreement. The Employee has given written notice to Arvada that it has failed to comply with any provision contained in this Agreement that benefits the Employee, and Arvada has refused to cure the failure within 14 days after the notice. In the event Arvada refuses or fails to comply, the termination will be deemed to be effective 14 days after the notice; or
- 9.1.3 Across the board salary reductions. In a situation where Arvada institutes an across-the-board reduction in salary or other financial benefits for all City employees, the City Council reduces the Employee's salary or financial benefits in a greater percentage than that applied to other employees; or
- 9.1.4 Good cause. If the Employee has been convicted of any illegal act involving personal gain to him; or of any offense constituting a violation of C.R.S. §18-

8-301, *et. seq.* or of C.R.S. §18-8-401, *et. seq.*; or because he has violated this Agreement; or the City Council terminates the Employee for other good cause.

9.2 Severance pay.

9.2.1 Severance pay – due to Employee. If Employee is terminated as set forth in Subsections 9.1.1 through 9.1.3, Arvada will pay Employee all amounts due and owing to the Employee through the date of termination, plus a severance amount equal to 6 months base salary. The severance payment may be made as a lump sum cash payment or through regular pay period payments, at the option of the Employee. For purposes of this Agreement, “base salary” includes only the Employee's salary as described in Subsection 6.1 as it may be increased from time to time, as well as medical, dental, vision, and life insurance benefits, and retirement plan contributions. “Base salary” does not include vacation or other leave accrual, or any other benefit not specified in this subparagraph. Employee will not be entitled to any cash settlement of the value of any benefit accruing following termination.

9.2.2 Severance pay – not due to Employee. If Employee is terminated as set forth in Subsection 9.1.4, Arvada will not be obligated to pay Employee any severance amount.

9.3 Resignation. In the event Employee wishes to resign his employment, he must give written notice to Arvada at least 45 days prior to the effective date of his resignation. Acceptance of his resignation by City Council will not be deemed a “termination” by City Council. Within 30 days of the effective date of resignation, the City will pay the Employee for all accrued leave to which he is entitled under this Agreement. Arvada will not be obligated to pay Employee any additional compensation or severance after his separation. Failure to give the required 45 days’ notice of the effective date of his resignation constitutes a waiver and forfeiture by Employee of his right to demand payment by the City of all accrued leave.

10.0 GENERAL PROVISIONS.

10.1 Integration, amendment, and severability. This Agreement represents the entire agreement between the Parties; there are no oral or collateral agreements or understandings. The Parties, by mutual agreement, may amend this Agreement at any time. Any amendments must be in writing and will be incorporated into and made a part of this Agreement. If any provision in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will be deemed severable, and as such, the remaining provisions will continue in full force and effect.

10.2 Binding effect. This Agreement will be binding upon and inure to the benefit of the Parties, and to their respective heirs at law, personal representatives, and successors in interest, as applicable.

- 10.3 No third-party beneficiaries. Both Parties understand and agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, are strictly reserved to the Parties. Nothing in this Agreement may give or allow any such claim or right of action to any third party. Any person other than the Parties who receives services or benefits under this Agreement is deemed to be an incidental beneficiary only.
- 10.4 Governing law and venue. This Agreement will be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for enforcement of this Agreement will be in the appropriate court in Jefferson County, Colorado.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the City of Arvada, Colorado, has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, as of the date set forth below.

DATED this _____ day of _____, 2025.

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, City Attorney

By: _____

EMPLOYEE

Don Wick



REPORT TO CITY COUNCIL RESOLUTION

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

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

SUBJECT: R25-042, A Resolution Authorizing an Intergovernmental Agreement for Provision of Juror List by and between the City of Arvada and the State of Colorado Judicial Department (Presenter: Padraic Emerine, Assistant City Attorney)

Report in Brief

From time to time the Arvada Municipal Court (AMC) holds jury trials to hear criminal cases. The Office of the State Court Administrator is required by law to maintain master juror lists for all Colorado State Courts. The Office of the State Court Administrator makes its master juror list available to municipal courts, at no cost, subject to the terms of a standard intergovernmental agreement (IGA). Under this IGA the State will provide the Arvada Municipal Court with its master juror list for jurors residing in the City of Arvada. This will allow the AMC to more efficiently issue municipal jury summonses and related processes.

The Arvada team recommends that R25-042, A Resolution Authorizing an Intergovernmental Agreement for Provision of Juror List by and between the City of Arvada and the State of Colorado Judicial Department, be approved.

Financial Impact

This IGA has no fiscal impact. The State will provide the master juror list to the City at no charge.

Background

Criminal defendants in the Arvada Municipal Court may, depending on the alleged offense, be entitled to a jury trial. Each jury trial requires the AMC to summon a pool of potential jurors from eligible Arvada residents. Under this IGA the State will provide the AMC with the portion of its master juror list listing current jury-eligible residents within the City of Arvada.

Discussion

Utilizing the State's master juror list is more efficient than randomly summoning jurors from City utility records, which may be outdated or may list persons who are ineligible to serve as a juror. The State's master juror list is maintained and kept substantially accurate in accordance with applicable statutes, therefore helping to ensure that AMC jury summonses are in fact sent to persons who are eligible to serve as jurors in an Arvada municipal case.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

This IGA supports Arvada's Safe Community strategies by ensuring efficient administration of jury selection processes.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R25-042, A Resolution Authorizing an Intergovernmental Agreement for Provision of Juror List by and between the City of Arvada and the State of Colorado Judicial Department.

Suggested Motion:

I move that R25-042, A Resolution Authorizing an Intergovernmental Agreement for Provision of Juror List by and between the City of Arvada and the State of Colorado Judicial Department, be (approved) (rejected).

Prepared by:
Padraic Emerine, Assistant City Attorney I

Reviewed by:

Approved by:

Rachel Morris, City Attorney	4/22/2025
Kathryn Kurtz, Municipal Judge	4/23/2025
Linda Haley, Acting City Manager	4/23/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-042

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PROVISION OF JUROR LIST BY AND BETWEEN THE CITY OF ARVADA AND THE
STATE OF COLORADO JUDICIAL DEPARTMENT

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Intergovernmental Agreement for Provision of Juror List by and between the City of Arvada and the State of Colorado Judicial Department, 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 6th day of May, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By:

INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF JUROR LIST

1. PARTIES. The Parties to this Intergovernmental Agreement for Provision of Juror List (“Agreement”) are the COLORADO JUDICIAL DEPARTMENT (“Department”), by and through the Office of the State Court Administrator located at 1300 Broadway, Suite 1200, Denver, Colorado 80203, and the CITY OF ARVADA (“City”). Department and City may be referred to collectively as “Parties.” In consideration of their mutual promises and for their mutual benefit, the Parties agree as follows:
2. RECITALS & PURPOSE. The Department is required by C.R.S. § 13-71-108 to compile and maintain, in electronic form, a master juror wheel identifying potential jurors for the state courts of Colorado and is charged with certain responsibilities concerning public disclosure of information contained on the list of potential jurors. The City is required by C.R.S. § 13-10-114(2) to establish a procedure for summoning and selecting prospective jurors. The Parties desire to make pertinent portions of Department’s current master juror wheel available to the City for purposes of identifying prospective jurors within the City’s jurisdiction. The Parties are authorized by C.R.S. § 29-1-203 to enter into agreements with one another to provide any function or service lawfully authorized to each.
3. EFFECTIVE DATE. This Agreement shall be effective upon the date it is fully executed by both Parties and shall terminate upon the City’s performance of responsibilities as identified in subsection 5.d. below.
4. THE DEPARTMENT’S RESPONSIBILITIES. The Department shall prepare and deliver a list of potential jurors (“Juror List”) derived from its 2025 master juror wheel to the City, and at no cost to the City, as follows:

Boundaries: Zip codes below

Zip codes: 80002, 80004, 80005, 80007, 80030, 80033, 80403

Other Features: (If any)

Format: Excel Spreadsheet

Delivered by means of Email:

Emailed to:

Abby Cook, Court Administrator, Arvada Municipal Court

acook@arvada.org

Delivery date: May 20th, 2025

5. THE CITY’S RESPONSIBILITIES.
 - a. The City shall treat the Juror List as a confidential record and shall not permit the inspection of the Juror List by the public or release the record by any means to the public or to any person other than City employees who, by virtue of their job duties for the City, need access to the Juror List. The City will instruct its employees, agents, or any individual with access to the Juror List, that they are bound by this duty of confidentiality. The City agrees to immediately notify the Office of the State Court

Administrator by telephone at (720) 625-5000 upon discovery of any unauthorized use or disclosure of the Juror List.

- b. In the event that the City receives a request to inspect or copy the Juror List or any part thereof, the City shall promptly refer the requesting party to the Office of State Court Administrator at 1300 Broadway, Suite 1200, Denver, CO 80203 or by telephone at (720) 625-5000.
- c. The City shall only use the data furnished in the Juror List for the purpose of selecting jurors for trials in the City's courts and the City shall not use the data for any other purpose.
- d. Upon discontinuing the use of the Juror List for any reason whatsoever, the City shall return to the Department all copies of the Juror List, in form and manner as requested by the Department. Any copy or copies that cannot be returned must be destroyed.

The terms and conditions in the above Agreement are accepted by the Parties by authorized signatures below.

COLORADO JUDICIAL DEPARTMENT

By: _____
Typed: Steven Vasconcellos
Title: State Court Administrator
Date: _____

CITY OF ARVADA
MUNICIPAL COURT

By: _____
Printed: _____ Lauren Simpson _____
Title: _____ Mayor _____
Date: _____



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.2.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

SUBJECT: R25-043, A Resolution Authorizing a Colorado State Patrol Academy 2025 Agreement for Use of the Colorado State Patrol Academy Driving Track (Presenter: Aaron Jacks, Sr. Asst. City Attorney)

Report in Brief

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

The Arvada Police Department (APD) conducts driver training and certification testing for sworn officers and civilian personnel who operate a motor vehicle in the course of their duties. Some of this training during 2025 will take place at the Colorado State Patrol (CSP) Academy driving track in Golden. CSP requires a basic agreement and a small fee to permit the APD to use the facility for APD driver training.

While its terms and consideration are minimal, this agreement must be approved by Council as an intergovernmental agreement (IGA) between CSP as an agency of the State of Colorado and the APD as a department of the City of Arvada.

The Arvada team recommends that the City Council approve R25-043, A Resolution Authorizing a Colorado State Patrol Academy 2025 Agreement for Use of the Colorado State Patrol Academy Driving Track.

Financial Impact

This IGA has no new fiscal impact. Fees related to the use of the CSP track will be paid from existing APD training budgets.

Background

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

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

Discussion

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

Public Contact

Posting of the City Council agenda.

Commission Recommendation

na

Strategic Alignment

SUBJECT: R25-043, A Resolution Authorizing a Colorado State Patrol Academy 2025 Agreement for Use of the Colorado State Patrol Academy Driving Track (Presenter: Aaron Jacks, Sr. Asst. City Attorney)

PAGE: 2
ITEM: 8.B.2.

This resolution supports the City's Safe Community strategies by ensuring that APD officers and staff are properly trained and certified in emergency vehicle operations.

Alternative Courses of Action

na

Recommendation for Action

The Arvada team recommends that the City Council approve R25-043, A Resolution Authorizing a Colorado State Patrol Academy 2025 Agreement for Use of the Colorado State Patrol Academy Driving Track.

Suggested Motion:

I move that R25-043, A Resolution Authorizing a Colorado State Patrol Academy 2025 Agreement for Use of the Colorado State Patrol Academy Driving Track, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Aaron Jacks, Assistant City Attorney	4/15/2025
Edward Brady, Police Chief	4/15/2025
Rachel Morris, City Attorney	4/22/2025
Linda Haley, Acting City Manager	4/22/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-043

A RESOLUTION AUTHORIZING A COLORADO STATE PATROL ACADEMY 2025
AGREEMENT FOR USE OF THE COLORADO STATE PATROL ACADEMY DRIVING
TRACK

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, a Colorado State Patrol Academy 2025 Agreement for Use of the Colorado State Patrol Academy Driving Track, which is in substantially the same form as that attached hereto.

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

APPROVED AND ADOPTED this 6th day of May, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

COLORADO STATE PATROL ACADEMY

2025 AGREEMENT FOR USE OF THE COLORADO STATE PATROL ACADEMY DRIVING TRACK

This Agreement, made this April 1, 2025 by and between the Colorado State Patrol Training Academy, 15055 South Golden Road, Golden, Colorado, hereinafter referred to as "Academy" and the **Arvada Police Department**, a law enforcement agency, hereinafter referred to as "User."

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

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

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

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

1. The term of this Agreement shall be from April 1, 2025 to December 31, 2025. The Agreement shall not be renewed automatically. A condition precedent to any renewal of this Agreement shall be subject to the needs of the Colorado State Patrol.
2. The Academy hereby grants to the User permission to use the CSP Driving Track on the date(s) noted in paragraph 1 of this Agreement. This permission is specifically conditioned upon the User's full compliance with each and every requirement, regulation, and policy of the State of Colorado and the Colorado State Patrol, regarding the operation and use of the Track by the User.

3. The User hereby represents to the Academy that it is fully qualified to use the Track for vehicular training activities. If at any time the Academy is notified that the User does not meet the requirements for use of the Track or intends to use the Track for a purpose other than the training of persons to operate emergency or other vehicles for official public or private use, the use of the Track by the User shall be immediately suspended. The Academy reserves the right to approve or deny the personnel, type, nature and duration of any training being conducted at the Track. The Academy may deny or cancel the scheduled use of the Track at anytime for any reason, including but not limited to:

- a. The Track has been previously scheduled for use by another entity;
- b. Circumstances of local weather, construction or other track conditions exist that pose a threat to the lives or safety of participants using the Track, acts of God, or other conditions beyond the control of the Academy;
- c. The training or other use of the Track by the Colorado State Patrol conflicts with other users.

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

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

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

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

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

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

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

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

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

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

14. The fee for the use of the CSP Driving Track to be charged to User shall be **Five Hundred and Fifty Dollars (\$550.00)** per each eight (8) hour session. This fee shall be assessed in eight (8) hour increments.

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

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

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

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

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

COLORADO STATE PATROL ACADEMY ("ACADEMY")

Director Major Darce Weil Date
Colorado State Patrol Academy

Chief Ed Brady or Designee Date
Arvada Police Department

Mayor Lauren Simpson Date
City of Arvada, on behalf of the Arvada Police Department

Attest:
Kristen Rush, City Clerk



Length of Track 1.4 miles

Colorado State Patrol
Academy Track

60 mph

35 mph

35 mph

**Tower,
Storage,
Classroom**

Skill pad B

Skill pad A

45 mph

40 mph



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

AGENDA ITEM
8.C.1.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

SUBJECT: CB25-009, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2025 (Public Hearing to be set for May 20, 2025 at 6:00 pm)

Report in Brief

The Infrastructure Work System has been updating financial strategies to support Utilities infrastructure. The financial strategies include plans to issue a bond for wastewater infrastructure. Recent Wastewater Fund planning documents have identified projects required to reinvest in existing infrastructure and to add capacity for planned development. The team is requesting that the City Council authorize the issuance of revenue bonds to fund these projects.

The Arvada team recommends that the City Council approve CB25-009, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2025.

Financial Impact

If approved by the City Council, the bond issue will increase the Wastewater Enterprise Revenue debt by no more than \$18 million with annual payments no greater than \$1.2 million for 30 years and a total maximum repayment cost no greater than \$35 million. The source of the payments (principal and interest on the bonds) is revenue from existing customers along with system development charges.

Background

The City's Infrastructure team continues to request City Council's authority to implement operational and infrastructure-related projects as part of our ongoing commitment to continue to provide reliable water, sewer, and stormwater drainage services to our community. Over the past several years, the team has provided information and updates to the Council, including annual budgets and workshops related to the needs of the water, sewer, and stormwater systems. This work supports the 2024-2030 City Council Strategic Plan that calls for the Infrastructure Work System to provide the community with a safe, resilient, high-quality water supply, drainage system, wastewater disposal, and solid waste management services, including the maintenance of utility rates at the lowest practical levels.

During the 2024 process for 2025 water and sewer rate/fee adoption discussions, the City team presented a series of scenarios to City Council that would fund different levels of capital projects for each Fund. City Council adopted a scenario for the Wastewater Fund that included the ability to pay the principal and interest associated with a debt issuance to fund a number of capital improvement projects related to both the repair/replacement of aging infrastructure and projects that are needed for planned City development.

The Wastewater Enterprise fund issued \$50 million of revenue bonds in 2022 to fund a combination of repair/replacement and growth-related projects, primarily the North Trunk Line (NTL) and Central Ralston Trunk Line (CRT) wastewater line replacements. The City team has been hard at work over the last two and a half years spending these funds, and is poised to spend the majority of the funds by the end of 2025. Additional debt issued in 2025 will provide funds to continue these projects.

Using bond funds to pay for large infrastructure that has a long life (20 to 50+ years) ensures intergenerational equity for our

customers. This means that because most bonds have a 20-30 year term, all customers who benefit from the completed projects, whether they live in the city now or will move here in the near future, will pay for them.

Revenue for bond payments will come from a combination of rates, fees, and system development charges. Rates and fees will pay for the portion of the bond that is related to reinvestment, and system development charges will pay for the portion of the bond that is related to capacity.

Discussion

The Infrastructure Work System section of City Council's current Strategic Plan directs the City team to maintain the City's foundational facilities for our current and future community members, while also developing and implementing sustainable financial strategies. It also directs the City team to develop and implement sustainable financial strategies. In order to implement the projects needed to meet these goals, the City team developed financial strategies that include adjustments to rates, bimonthly service fees, system development charges, and issuance of bonds. This funding is critical to supporting the projects identified to meet the Strategic Plan goals so that our customers will continue to have reliable wastewater service and that the City's infrastructure has the capacity to support planned development.

The current 10-year capital plan for wastewater includes primarily major reinvestment in the repair and improvement of the City's CRT and NTL major wastewater line systems. To fund these phases of work for the years 2025-2027, the City team is recommending a not-to-exceed par amount of a \$15 million bond issue in 2025. Using bonds is a best management practice for funding major infrastructure and will support the INF1 and INF8 Strategic Plan goals.

The Wastewater Enterprise fund issued approximately \$50 million in revenue bonds in 2022. In order to support bond payments, adjustments to rates, fees, and system development charges were required to raise additional revenue. The 2025 rates/fees adopted by City Council provide sufficient revenues to pay the principal and interest payments for the proposed 2025 bond issue. Rates and fees will pay for the portion of costs associated with reinvestment, and system development charges will pay the portion related to added capacity for planned development. This approach ensures that growth pays for itself, and at the same time, existing customers pay for reinvestment in aging infrastructure.

Approving this ordinance will support the Utilities 2025 financial strategies discussed with City Council in 2024. The strategies support implementation of the repair/replacement and growth-related projects in our community, supporting reliable, safe drinking water for the community for decades to come.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

This request aligns with the following services within the Infrastructure Work System of the City Council Strategic Plan:

INF1: Provides the community with a safe, resilient, high-quality water supply, drainage system, wastewater disposal, and solid waste management services for full city build-out, as defined by the Comprehensive Plan. This includes maintaining utility rates at lowest practical levels with accurate billing that supports robust and reliable infrastructure.

INF7: Ensures compliance with federal and state regulations including environmental laws and Americans with Disabilities Act.

INF8: Develops and implements aligned infrastructure master plans and sustainable financial strategies.

Alternative Courses of Action

1. City Council could choose to approve this bond issuance request for the Wastewater Fund. The City team recommends this option, as the recommended bond proceeds will allow the City team to implement a number of projects that need repair/replacement and or will support planned development.
2. City Council could choose not to authorize this bond issuance request. The City team does not recommend this option, as the recommended bond proceeds will allow the City team to implement a number of projects that need repair/replacement and or support planned development. Without these funds, the City team will be unable to implement a number of projects that will support the Wastewater System.

Recommendation for Action

The Arvada team recommends that the City Council approve Alternative No. 1.

Suggested Motion:

I move that CB25-009, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2025, be (approved on first reading, ordered published in full, and a public hearing set for May 20, 2025 at 6:15 p.m.) (rejected).

Prepared by:
Christine Gray, Utilities Business Manager

Reviewed by:

Approved by:

Jacqueline Rhoades, Director of Infrastructure	4/18/2025
Bryan Archer, Director of Finance	4/21/2025
Tammy Hedlund, Legal Specialist	4/21/2025
Jessica Morales, Assistant City Attorney	4/21/2025
Don Wick, Deputy City Manager	4/22/2025
Rachel Morris, City Attorney	4/22/2025
Linda Haley, Acting City Manager	4/22/2025

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 25-009
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF ARVADA,
COLORADO, WASTEWATER ENTERPRISE REVENUE BONDS, SERIES 2025

WHEREAS, the City of Arvada (the “City”) is a municipal corporation and political subdivision of the State of Colorado (the “State”) duly organized and existing under the City’s home rule charter (the “Charter”) adopted pursuant to Article XX of the Constitution of the State; and

WHEREAS, the members of the City Council of the City (the “Council”) have been duly elected or appointed and qualified; and

WHEREAS, the City now owns and operates a municipal sewer system (the “Wastewater System”); and

WHEREAS, the Council has determined and hereby determines that the Wastewater System constitutes an enterprise pursuant to Article X, Section 20 of the Colorado Constitution (“TABOR”) and Title 37, Article 45.1, C.R.S. (the “Enterprise Act”); and

WHEREAS, the City is authorized by Section 11.5 of the Charter to issue bonds for the purpose of purchasing, constructing, condemning, otherwise acquiring, extending, or improving a sewer system provided that the bonds shall be made payable solely out of the net revenues derived from the operations of such system; and

WHEREAS, the Council proposes to extend, better, otherwise improve and equip the Wastewater System (as more fully described herein, the “Project”); and

WHEREAS, the City is authorized by Section 11.5 of the Charter, and the Enterprise Act, to issue revenue bonds authorized by action of the Council; and

WHEREAS, the City intends to issue its “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2025” (the “Bonds”) to defray in part the costs of the Project; and

WHEREAS, the City is authorized by TABOR, the Enterprise Act and Section 11.5 of the Charter to issue the Bonds without an election; and

WHEREAS, except for the City’s Wastewater Enterprise Revenue Bonds, Series 2022 (the “Series 2022 Bonds”), the City has not pledged nor hypothecated the revenues derived or to be derived from the operation of the Wastewater System, or any part thereof, to the payment of any

outstanding bonds or other financial obligations or for any other purpose, with the result that the Net Pledged Revenues (defined below) may now be pledged lawfully and irrevocably for the payment of the Bonds on a parity with the Series 2022 Bonds, and the Bonds may be made payable from the Net Pledged Revenues; and

WHEREAS, the City intends to conduct a public sale of the Bonds where the Bonds will be sold to the highest and best bidders for cash and to the best advantage of the City for the purpose of defraying in whole or in part the costs of the Project in accordance with Section 11.8 of the Charter; and

WHEREAS, pursuant to Section 11-57-205, C.R.S., the City desires to delegate to the City Manager or the Director of Finance the independent power to accept a binding bid for the Bonds and to make final determinations relating to the Bonds, subject to the parameters contained in Section 213 of this Ordinance; and

WHEREAS, there are on file with the City Clerk the forms of the following documents: (i) the Notice of Sale; (ii) the Paying Agent Agreement; (iii) the Preliminary Official Statement; and (iv) the Continuing Disclosure Certificate; and

WHEREAS, it is necessary to provide for the form of the Bonds, Bond details, the payment of the Bonds, and other provisions relating to the authorization, issuance, and sale of the Bonds.

BE IT ORDAINED BY THE CITY OF ARVADA, COLORADO:

ARTICLE I
DEFINITIONS, INTERPRETATION,
RATIFICATION AND EFFECTIVE DATE

Section 101. Meanings and Construction.

A. Definitions. The terms in this Section for all purposes of this Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any other ordinance or any other document pertaining hereto, except where the context by clear implication otherwise requires, have the meanings herein specified:

“acquire” or “acquisition” means the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, grant from the Federal Government, the State, any body corporate and politic therein, or any other Person, the endowment, bequest, devise, transfer, assignment, option to purchase, other contract, or other acquisition, or any combination thereof, of any properties pertaining to the Wastewater System, or an interest therein, or any other properties herein designated.

“Bond Counsel” means an attorney or a firm of attorneys, designated by the City of nationally recognized standing in matters pertaining to the tax status of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Bond Fund” means the special fund designated as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2025, Bond Fund” created pursuant to Section 505 hereof.

“Bond Requirements” means the principal of, any prior redemption premiums due in connection with, and the interest on the Bonds, any Parity Bonds, or other securities payable from the Net Pledged Revenues and heretofore or hereafter issued, if any, or such part of such securities as may be designated.

“Bonds” means City’s Wastewater Enterprise Revenue Bonds, Series 2025, issued pursuant to this Ordinance.

“book-entry form” or “book-entry system” means, with respect to the Bonds, a form or system, as applicable, under which physical Bond certificates in fully registered form are registered only in the name of The Depository Trust Company or its nominee as Owner, with the physical Bond certificates “immobilized” in the custody of The Depository Trust Company. The book-

entry system maintained by and the responsibility of The Depository Trust Company and not maintained by or the responsibility of the City or the Paying Agent is the record that identifies, and records the transfer of the interests of, the owners of book-entry interests in the Bonds.

“Business Day” means a day of the year, other than a Saturday or Sunday, other than a day on which commercial banks located in the city in which the principal corporate trust office of the Paying Agent is located are required or authorized to remain closed and other than a day on which the New York Stock Exchange is closed.

“Capital Improvements” means the acquisition of land, easements, facilities, and equipment (other than ordinary repairs and replacements), and those property improvements or any combination of property improvements which will constitute enlargements, extensions or betterments to the Wastewater System and will be incorporated into the Wastewater System.

“City” means the City of Arvada, Adams and Jefferson Counties, Colorado, a municipal corporation and political subdivision of the State.

“City Clerk” means the City Clerk of the City, or his or her successor in functions, if any.

“City Manager” means the City Manager of the City, or his or her successor in functions, if any.

“Charter” means the home rule charter of the City, including all amendments thereto prior to the date hereof.

“Closing Date” means the date of delivery of and payment for the Bonds.

“Combined Maximum Annual Principal and Interest Requirements” means the largest sum of the principal of and interest on the Bonds, any Outstanding Parity Bonds and any additional Parity Bonds proposed to be issued, excluding any securities the principal of which is payable within less than one year from the date on which issued, to be paid during any one Fiscal Year for the period beginning with the Fiscal Year in which such computation is made and ending with the Fiscal Year in which any Bond or other such security last becomes due at maturity or on a Redemption Date, whichever time is later (but excluding any reserve requirement to secure such payments unless otherwise expressly provided), subject in all respects to the following, as applicable:

(1) The word “principal,” as used in this definition, means the principal which must be paid to security Owners, whether on stated maturity dates or on mandatory Redemption Dates, or otherwise.

(2) Any computation made under this definition shall be adjusted for all purposes in the same manner as is provided in Section 703 hereof.

“Commercial Bank” means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation (or any successors thereto) and of the Federal Reserve System, which has a capital and surplus of \$10,000,000 or more, and which is located within the United States of America.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate for the Bonds executed by the City.

“Costs of the Project” means all costs, as designated by the City, of the Project, or any interest therein, which cost, at the option of the City (except as may be otherwise limited by law) may include all, any one or other portion of the incidental costs pertaining to the Project, including, without limitation:

(i) All preliminary expenses or other costs advanced by the City or advanced by the Federal Government, the State or by any other Person from any source, with the approval of the Council, or any combination thereof, or otherwise;

(ii) The costs of making surveys and tests, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;

(iii) The costs of contingencies;

(iv) The costs of premiums on any builders’ risk insurance and performance bonds during the construction, installation and other acquisition of the Project, or a reasonably allocated share thereof;

(v) The costs of appraising, printing, estimates, advice, inspection, other services of engineers, architects, accountants, financial consultants, attorneys at law, clerical help and other agents and employees;

(vi) The costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Project and the issuance of the Bonds;

(vii) All costs and expenses of issuing the Bonds including, without limitation, fees of the Paying Agent, Bond Counsel, counsel to the Purchaser, counsel to the City, financial advisor, rating agencies and printers to the extent not defrayed as an Operation and Maintenance Expense;

(viii) The costs of the filing or recording of instruments and the cost of any title insurance premiums;

(ix) The costs of funding any construction loans and other temporary loans pertaining to the Project and of the incidental expenses incurred in connection with such loans;

(x) The costs of demolishing, removing, or relocating any buildings, structures, or other facilities on land acquired for the Project, and of acquiring lands to which such buildings, structures or other facilities may be moved or relocated;

(xi) The costs of machinery and equipment;

(xii) The costs of any properties, rights, easements or other interests in properties, or any licenses, privileges, agreements and franchises;

(xiii) The payment of the premium for the Insurance Policy issued by the Insurer and Reserve Fund Insurance Policy issued by the Surety Provider;

(xiv) The costs of labor, material and obligations incurred to contractors, builders and materialmen in connection with the acquisition and construction of the Project;

(xv) The costs of amending any ordinance or other instrument pertaining to the Bonds or otherwise to the Wastewater System; and

(xvi) All other expenses pertaining to the Project.

“Council” means the City Council of the City.

“C.R.S.” means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

“Director of Finance” means the Director of Finance of the City, or his or her successor in functions, if any.

“Enterprise Act” means Title 37, Article 45.1, C.R.S., as amended.

“Events of Default” means the events stated in Section 903 hereof.

“Federal Government” means the United States of America and any agency, instrumentality or corporation thereof.

“Federal Securities” means bills, certificates of indebtedness, notes, or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America.

“Fiscal Year” means the calendar year or any other 12-month period hereafter selected by the City as its fiscal year.

“Gross Pledged Revenues” means all income from rates, fees, tolls and charges and tap fees, or any combination thereof, but not special assessments, for the services furnished by, or the direct or indirect connection with, or the use of, or any commodity from the Wastewater System, including without limiting the generality of the foregoing, minimum charges, charges for the availability of service, disconnection fees, reconnection fees and reasonable penalties for any delinquencies, and all income or other realized gain, if any, from any investment of Gross Pledged Revenues and of the proceeds of securities payable from Net Pledged Revenues (except income or other gain from any investment of moneys held in an escrow fund or account for the defeasance of securities payable from the Net Pledged Revenues or any other similar fund) to the extent not required to be rebated to the federal government; provided however, that there shall be excluded from Gross Pledged Revenue: ad valorem property taxes; any moneys borrowed and used for providing Capital Improvements; any money and securities, and investment income therefrom, in any refunding fund, escrow account, or similar account, pledged to the payment of any bonds or other obligations; and any moneys received as grants or appropriations from the United States, the State of Colorado or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the Wastewater System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom. Gross Pledged Revenues shall also include amounts on deposit in a rate stabilization fund. Gross Pledged Revenues excludes any refund of rates, tolls and charges due to others.

“improve” or “improvement” means the extension, reconstruction, alteration, betterment or other improvement by the construction, purchase or other acquisition of facilities, including, without limitation, appurtenant machinery, apparatus, fixtures, structures and buildings.

“Independent Accountant” means any certified public accountant, or any firm of certified public accountants, duly licensed to practice and practicing as such under the laws of the State:

- (i) Who is, in fact, independent and not under the control of the City;
- (ii) Who does not have any substantial interest, direct or indirect, with the City, and

(iii) Who is not connected with the City as an officer or employee thereof, but who may be regularly retained to make annual or similar audits of any books or records of the City.

“Independent Engineer” means an individual, firm or corporation engaged in the engineering profession of recognized good standing and having specific experience in respect of business and properties of a character similar to those of the Wastewater System, which individual, firm or corporation has no substantial interest, direct or indirect, in the City and in the case of an individual, is not a member of the Council, or an officer or employee of the City, and in the case of a firm or corporation, does not have a partner, director, officer or employee who is a member of the Council or an officer or employee of the City.

“Insurance Agreement” means an agreement entered into between the City and any Insurer pursuant to Section 213 of this Ordinance.

“Insurance Policy” means the municipal bond new issue insurance policy, if any, issued by the Insurer that guarantees payment of principal of and interest on the Bonds when due.

“Insurer” means the issuer of the Insurance Policy, if any, as set forth in the Sale Certificate.

“Investment Securities” means any securities or other obligations permitted as investments of moneys of the City under the laws of the State.

“Letter of Representations” means the Blanket Issuer Letter of Representations from the City to The Depository Trust Company in connection with the issuance of the Bonds in a book-entry system, as supplemented and amended from time to time.

“Mayor” means the Mayor of the City or his or her successor in functions, if any.

“Net Pledged Revenues” means the Gross Pledged Revenues remaining after the payment of the Operation and Maintenance Expenses of the Wastewater System.

“Official Statement” means the Official Statement delivered in connection with the original issuance and sale of the Bonds.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the City, paid or accrued, of operating, maintaining and repairing the Wastewater System as may be determined by the City, including, except as limited by contract or otherwise limited by law, without limiting the generality of the foregoing:

(a) Engineering, auditing, legal and other overhead expenses directly related and reasonably allocable to the administration, operation and maintenance of the Wastewater System;

- (b) Insurance, surety bond and interest rate cap agreement premiums appertaining to the Wastewater System;
- (c) The reasonable charges of any paying agent, registrar, transfer agent, depository or escrow bank appertaining to any securities payable from the Net Pledged Revenues;
- (d) Annual payments to pension, retirement, health and hospitalization funds appertaining to the Wastewater System;
- (e) Any taxes, assessments, franchise fees or other charges or payments in lieu of the foregoing;
- (f) Ordinary and current rentals or equipment or other property;
- (g) Contractual services, professional services, salaries, administrative expenses and costs of labor appertaining to the Wastewater System, and the cost of materials and supplies used for current operation or routine maintenance or repair of the Wastewater System;
- (h) The costs incurred in the billing and collection of all or any part of the Gross Pledged Revenues;
- (i) Any costs of utility services furnished to the Wastewater System by the City or otherwise;
- (j) Any other such expenses considered by the City in determining the amount of wastewater rates, fees, tolls and charges imposed for operation and maintenance; and
- (k) Expenses in connection with the issuance of bonds or other securities evidencing any loan to the City and payable from Gross Pledged Revenues.

“Operating Expenses” do not include:

- (a) Any allowance for depreciation;
- (b) Any costs of improvement, extension or betterment that qualify as capital items in accordance with generally accepted accounting principles;
- (c) Any accumulation of reserves for capital replacements;
- (d) Any reserves for operation, maintenance or repair of the Wastewater System;
- (e) Any allowance for the redemption of any bonds or other securities payable from the Net Pledged Revenues or the payment of any interest thereon;
- (f) Any liabilities incurred in the acquisition of any facilities constituting part of the Wastewater System; and
- (g) Any other ground of legal liability not based on contract.

“Ordinance” means this ordinance of the City, which provides for the issuance and delivery of the Bonds.

“Outstanding” when used with reference to the Bonds, the Parity Bonds, or any other designated securities and as of any particular date means all the Bonds, the Parity Bonds, or any such other securities payable from the Net Pledged Revenues or otherwise pertaining to the Wastewater System, as the case may be, in any manner theretofore and thereupon being executed and delivered:

(i) Except any Bond, Parity Bond, or other security canceled by the City, by any paying agent, or otherwise on the City’s behalf, at or before such date;

(ii) Except any Bond, Parity Bond, or other security deemed to be paid as provided in Section 1201 hereof or any similar provision of the ordinance authorizing the issuance of such other security; and

(iii) Except any Bond, Parity Bond, or other security in lieu of or in substitution for which another Bond, Parity Bond or other security shall have been executed and delivered pursuant to Sections 305, 306 or 1008 hereof or any similar provisions of the ordinance authorizing the issuance of such other security.

“Owner” means the registered owner of any designated Bond, Parity Bond, or other designated security.

“Parity Bonds” means the Series 2022 Bonds and any securities hereafter issued payable from and having an irrevocable lien upon the Net Pledged Revenues on a parity with the Bonds.

“Parity Bond Ordinances” means the Series 2022 Bond Ordinance and any ordinances or agreements hereafter entered into by the City with respect to or authorizing the issuance of Parity Bonds.

“Paying Agent” means UMB Bank, n.a., in Denver, Colorado, being an agent of the City for the payment of the Bond Requirements due in connection with the Bonds, the registrar for the Bonds and for other administration of moneys pertaining to the Bonds and includes any successor Commercial Bank as paying agent.

“Paying Agent Agreement” means the Paying Agent Agreement between the City and the Paying Agent.

“Person” means a corporation, firm, other body corporate (including, without limitation, the Federal Government, the State, or any other body corporate and politic other than the City),

partnership, limited liability company, association or individual, and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

“Policy Costs” means repayment of draws under the Reserve Fund Insurance Policy, if any, plus all related reasonable expenses incurred by the Surety Provider, plus accrued interest thereon.

“Preliminary Official Statement” means the Preliminary Official Statement delivered in connection with the original issuance and sale of the Bonds.

“Project” means the acquisition, construction and installation of Capital Improvements to the Wastewater System, the cost of which is to be defrayed with a portion of the proceeds of the Bonds.

“Project Fund” means the special fund designated as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2025, Project Fund” created pursuant to Section 401 hereof.

“Purchaser” means the original purchaser of the Bonds as specified in the Sale Certificate.

“Rating Agency” means each nationally recognized securities rating agency then maintaining a rating on the Bonds.

“Rebate Fund” means the special fund designated as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2025, Rebate Fund” created pursuant to Section 509 hereof.

“Record Date” means the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding an interest payment date.

“Redemption Date” means the date fixed for the redemption prior to their respective maturities of any Bonds or other designated securities payable from Net Pledged Revenues in any notice of prior redemption or otherwise fixed and designated by the City.

“Reserve Fund” means the special fund designated as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2025, Reserve Fund” created pursuant to Section 506 hereof.

“Reserve Fund Insurance Policy” means any insurance policy, surety bond, irrevocable letter of credit or similar instrument deposited in or credited to the Reserve Fund in lieu of or in partial substitution for moneys on deposit therein.

“Reserve Fund Requirement” if any, has the meaning ascribed to such term in the Sale Certificate.

“Sale Certificate” means the sale certificate of the City relating to the Bonds issued pursuant to the Supplemental Public Securities Act and described in Section 213 hereof.

“Series 2022 Bond Ordinance” means Ordinance No. 4826 adopted by the Council on November 7, 2022, authorizing the issuance of the Series 2022 Bonds.

“Series 2022 Bonds” means City’s Water Enterprise Revenue Bonds, Series 2022, issued pursuant to the Series 2022 Bond Ordinance.

“Special Record Date” means the record date for determining ownership of the Bonds for purposes of paying accrued but unpaid interest, as such date may be determined pursuant to this Ordinance.

“State” means the State of Colorado.

“Subordinate Securities” means securities or other obligations payable from the Net Pledged Revenues subordinate and junior to the lien thereon of the Bonds and any Parity Bonds.

“Supplemental Public Securities Act” means Part 2 of Article 57 of Title 11, C.R.S., as amended.

“Surety Provider” means the Insurer or any other entity issuing a Reserve Fund Insurance Policy with respect to the Bonds.

“Tax Code” means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and the regulations promulgated thereunder.

“Tax Compliance Certificate” means one or more federal tax compliance certificates executed by the City in connection with the initial issuance and delivery of the Bonds.

“Term Bonds” means Bonds that are payable on or before their specified maturing dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

“Trust Bank” means a Commercial Bank which is authorized to exercise and is exercising trust powers located within or without the State, and also means any branch of the Federal Reserve Bank.

“Wastewater Enterprise Fund” means the special fund maintained by the City and designated as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Wastewater Enterprise Fund.”

“Wastewater System” means the City’s system for the collection, treatment and discharge of wastewater and consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City, whether situated within or without the City boundaries, used in connection with such system of the City, and in any way appertaining thereto, including all present or future improvements, extensions, enlargements, betterments, replacements or additions thereof or thereto and administrative facilities

Section 102. Parties Interested Herein. Nothing herein expressed or implied confers any right, remedy or claim upon any Person, other than the City, the Council, the Paying Agent, the Insurer, the Surety Provider, the Owners of the Bonds and the Owners of any Parity Bonds or other securities payable from the Net Pledged Revenues when reference is expressly made thereto. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Council, the Paying Agent, the Insurer, the Surety Provider, the Owners of the Bonds and the Owners of any such other securities in the event of such a reference.

Section 103. Ratification; Approval of Documents. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council, the officers, employees and agents of the City and otherwise taken by the City directed toward the Project and the sale and delivery of the Bonds for such purposes, be, and the same hereby is, ratified, approved and confirmed.

Section 104. Repealer. All bylaws, orders, resolutions and ordinances or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any such bylaw, order, resolution or ordinance, or part thereof, heretofore repealed. All rules of the Council, if any, which might prevent the final passage and adoption of this Ordinance are hereby suspended.

Section 105. Severability. If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Section 106. Ordinance Irrepealable. After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the City and the Owner or Owners of the Bonds

and this Ordinance shall be and shall remain irrevocable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled, and discharged, except as herein otherwise provided.

Section 107. Conclusive Recitals. Pursuant to Section 11-57-210 of the Supplemental Public Securities Act, the Bonds shall contain a recital that they are issued pursuant to the Supplemental Public Securities Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

Section 108. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Public Securities Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the City in connection with the authorization or issuance of the Bonds, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the authorization of the Bonds.

ARTICLE II

DETERMINATION OF THE CITY'S AUTHORITY AND OBLIGATIONS; APPROVAL OF RELATED DOCUMENTS; AND ELECTION TO APPLY SUPPLEMENTAL PUBLIC SECURITIES ACT TO THE BONDS

Section 201. Authorization. The Bonds are issued in accordance with the Constitution and laws of the State, the Charter and the provisions of this Ordinance, specifically the Supplemental Public Securities Act; Title 37, Article 45.1, C.R.S., and all other laws of the State thereunto enabling. For the purpose of defraying the Costs of the Project, the City hereby authorizes the Bonds to be issued in the aggregate principal amount provided in the Sale Certificate as approved by the Mayor, the City Manager or the Director of Finance, subject to the parameters and restrictions contained in this Ordinance.

Section 202. Bonds Equally Secured. The covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Owners of any and all of the Outstanding Bonds and any Outstanding Parity Bonds heretofore or hereafter authorized and issued, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of such securities over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

Section 203. Special Obligations. All of the Bond Requirements of the Bonds and the Policy Costs shall be payable and collectible solely out of the Net Pledged Revenues which revenues are so pledged; the Owner or Owners of the Bonds, the Insurer, and the Surety Provider

may not look to any general or other fund for the payment of the Bond Requirements or the Policy Costs, except the herein designated special funds pledged therefor; the Bonds and the Policy Costs shall not constitute an indebtedness or a debt within the meaning of any constitutional, or statutory provision or limitation; and the Bonds and the Policy Costs shall not be considered or held to be general obligations of the City but shall constitute its special obligations. No statutory, Charter, or constitutional provision enacted after the issuance of the Bonds shall in any manner be construed as limiting or impairing the obligation of the City to comply with the provisions of this Ordinance or to pay the Bond Requirements of the Bonds and the Policy Costs as herein provided.

Section 204. Character of Agreement. None of the covenants, agreements, representations and warranties contained herein or in the Bonds shall ever impose or shall be construed as imposing any liability, obligation or charge against the City (except the special funds pledged therefor), or against its general credit, or as payable out of its general fund or out of any funds derived from taxation or out of any other revenue source (other than those pledged therefor).

Section 205. No Pledge of Property. The payment of the Bonds and the Policy Costs is not secured by an encumbrance, mortgage or other pledge of property of the City, except for the Net Pledged Revenues and other moneys pledged for the payment of the Bond Requirements of the Bonds. No property of the City, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds or the Policy Costs.

Section 206. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or the Policy Costs or for any claim based thereon or otherwise upon this Ordinance or any other ordinance pertaining hereto, against any individual member of the Council or any officer, employee or other agent of the City, past, present or future, either directly or indirectly through the Council, or the City, or otherwise, whether by virtue of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as part of the consideration of their issuance specially waived and released.

Section 207. Authorization of the Project. The Council, on behalf of the City, does hereby determine to undertake the Project, which is hereby authorized, and the proceeds of the Bonds shall be used therefor.

Section 208. Enterprise Status. The Council, on behalf of the City, hereby confirms its determination that the Wastewater System is an “enterprise” for the purposes of Article X, Section 20 of the State Constitution and the Enterprise Act.

Section 209. Sale of Bonds. The Bonds shall be sold by competitive sale to the Purchaser. Pursuant to the Supplemental Public Securities Act, the Council hereby delegates to the Mayor, the City Manager or the Director of Finance the authority to accept a binding bid for the Bonds, to execute the proposal for the purchase of the Bonds submitted by the Purchaser and to execute the Sale Certificate confirming the bond details.

Section 210. Official Statement. The preparation and use of the Preliminary Official Statement and of the final Official Statement are hereby authorized. The Mayor, the City Manager, or the Director of Finance is hereby authorized to approve, on behalf of the City, the Official Statement, in substantially the form of the Preliminary Official Statement with such changes as are hereafter approved by the Mayor, the City Manager or the Director of Finance. The execution of the Official Statement by the Mayor, the City Manager, or the Director of Finance shall be conclusively deemed to evidence the approval of the form and contents thereof by the City.

Section 211. Paying Agent. The Council hereby determines to approve the Paying Agent Agreement in substantially the form as is on file with the City Clerk. The Paying Agent may resign at any time on 30 days' prior written notice to the City. The City may remove the Paying Agent upon 30 days' prior written notice to the Paying Agent. If the Paying Agent appointed thereunder shall resign, or if the City shall determine to remove the Paying Agent, then the City may appoint a successor Paying Agent, upon notice mailed to each Owner of any Bond at such Person's address last shown on the registration records maintained by the Paying Agent or by electronic means to DTC or its successors. No resignation or dismissal of the Paying Agent may take effect until a successor has been appointed and has accepted the duties of the Paying Agent. Every such successor Paying Agent shall be a Commercial Bank.

Section 212. Other Related Documents. The forms, terms and provisions of, and the performance by the City of its obligations under the Notice of Sale, the Preliminary Official Statement, the Paying Agent Agreement, and the Continuing Disclosure Certificate are hereby approved, and the Mayor or Mayor pro tem and the City Clerk or Deputy City Clerk are hereby authorized and directed to execute each of such documents on behalf of and in the name of the City, and to deliver each of such documents, in substantially the form on file with the City Clerk, with such changes as are not inconsistent herewith. The Mayor, the City Manager or the Director of Finance are hereby independently authorized to execute and deliver the Notice of Sale, the Sale Certificate and any Insurance Agreement as may be required by an Insurer relating to the issuance

of the Insurance Policy or a Surety Provider relating to the Reserve Fund Insurance Policy. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof.

Section 213. Election to Apply Supplemental Public Securities Act to the Bonds.

Pursuant to Section 11-57-204 of the Supplemental Public Securities Act, a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Public Securities Act. The Council hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the Bonds. Pursuant to Section 11-57-205 of the Supplemental Public Securities Act, the Council hereby delegates to any of the Mayor, the City Manager or the Director of Finance the authority to make the following determinations with respect to the Bonds, subject to the parameters and restrictions contained in this Ordinance, without any requirement that the Council approve such determinations:

- (i) Interest Rate. The rate of interest to be borne by the Bonds, provided that no Bond shall bear interest in excess of 6.5% and the true interest cost of the Bonds shall not exceed 6.5%.
- (ii) Redemption Provisions. The prior redemption provisions of the Bonds, provided that the Bonds shall be subject to optional redemption at a redemption price not to exceed 103%.
- (iii) Purchase Price. The price at which the Bonds will be sold to the purchaser, provided that the purchase price of the Bonds shall not be less than 90% of the aggregate principal amount of the Bonds.
- (iv) Principal Amount. The aggregate principal amount of the Bonds, provided that the aggregate principal amount of the Bonds shall not exceed \$18,000,000.
- (v) Maturity Schedule. The amount of principal of the Bonds maturing, or subject to mandatory sinking fund redemption in any particular year; provided that the maximum annual repayment cost shall not exceed \$1,200,000 and the maximum total repayment cost shall not exceed \$35,000,000.
- (vi) Term of the Bonds. The Bonds shall not mature later than December 1, 2055.

(vii) Capitalized Interest. The existence and amount of any capitalized interest on the Bonds.

(viii) Reserve Fund. The existence of, and amount to be deposited in the Reserve Fund.

(ix) Bond Insurance. Whether the Bonds will be secured by an Insurance Policy or a Reserve Fund Insurance Policy and the terms of any agreement with the provider of such Insurance Policy or Reserve Fund Insurance Policy.

Such determinations shall be evidenced by the Sale Certificate signed by the Mayor, the City Manager or the Director of Finance dated the date of the sale of the Bonds or the Closing Date, and delivered as of the Closing Date, which shall not be more than one year from the date of adoption of this Ordinance. If the City shall determine to not obtain an Insurance Policy to secure the payment of principal of and interest on the Bonds, or not to obtain a Reserve Fund Insurance Policy, any references to the Insurer, the Insurance Policy, the Reserve Fund Insurance Policy, the Surety Provider, Policy Costs, the Insurance Agreement, or other provisions relating to bond insurance shall be of no force or effect.

Section 214. Useful Life of the Project. The Council estimates the useful life of the Project to be financed by the Bonds to be 40 years.

ARTICLE III
AUTHORIZATION, TERMS, EXECUTION AND
ISSUANCE OF BONDS

Section 301. Bond Details.

A. Basic Provisions. The Bonds shall be issued in fully registered form (*i.e.* registered as to payment of both principal and interest), in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be lettered “R” and shall be numbered separately from 1 upward. The Bonds shall be dated as of the date of their delivery. The Bonds shall mature on December 1, in the years and amounts and subject to prior redemption as set forth herein and in the Sale Certificate. The Bonds shall bear interest from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from their date until their respective maturities (or prior redemption) at the rates set forth in the Sale Certificate. No interest shall accrue on any Bonds owned by or on behalf of the City. Interest on the Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months, payable semiannually on each June 1 and December 1, commencing on the date provided in the Sale Certificate.

B. Payment of Bonds. The principal of each Bond shall be payable at the principal corporate trust office of the Paying Agent, or at such other office as the Paying Agent directs in writing to the Owners of the Bonds, or at the principal office of its successor, upon presentation and surrender of the Bond. Payment of interest on any Bond shall be made to the Owner thereof by the Paying Agent on or before each interest payment date, (or, if such interest payment date is not a Business Day, on or before the next succeeding Business Day), to such Owner at such Person’s address as it appears on the registration records kept by the Paying Agent on the Record Date; but any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the Owner thereof at the close of business on the Record Date and shall be payable to the Person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of such defaulted interest shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Owners not less than ten days prior to the Special Record Date by first-class mail to each such Owner as shown on the Paying Agent’s registration books on a date selected by the Paying Agent, stating the date of the Special Record Date and the date fixed for the payment of such defaulted

interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Paying Agent. If any Bond is not paid upon its presentation and surrender at or after its maturity or prior redemption, interest shall continue at its stated rate per annum until the principal thereof is paid in full. All such payments shall be made in lawful money of the United States of America.

Section 302. Execution of Bonds. The Bonds shall be executed in the name of the City by the manual or facsimile signature of the Mayor, shall be sealed with the corporate seal of the City or a facsimile thereof thereunto affixed, imprinted, engraved or otherwise reproduced and shall be attested by the manual or facsimile signature of the City Clerk. Any Bond may be signed (manually or by facsimile), sealed or attested on behalf of the City by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of authentication, issuance or delivery, such person may have ceased to hold such office. The Mayor and the City Clerk may adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears on any of the Bonds. Before the execution of any Bond, the Mayor and the City Clerk shall each file with the Colorado Secretary of State his or her manual signature certified by him or her under oath.

Section 303. Authentication Certificate. The authentication certificate upon the Bonds shall be substantially in the form and tenor provided in the form of the Bonds set forth in Section 309 hereof. No Bond shall be secured hereby or entitled to the benefit hereof, nor shall any Bond be valid or obligatory for any purpose, unless the certificate of authentication, substantially in such form, has been duly executed by the Paying Agent and such certificate of the Paying Agent upon any Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The certificate of authentication shall be deemed to have been duly executed by the Paying Agent if manually signed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds.

Section 304. Registration and Payment. The Paying Agent shall keep or cause to be kept sufficient records for the registration and transfer of the Bonds, which shall at all times be open to inspection by the City. Upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said records, Bonds as herein provided. Except as provided in Section 306 and

Section 1101 hereof, the Person in whose name any Bond shall be registered on the registration records kept by the Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment of the Bond Requirements thereof and for all other purposes; and payment of or on account of the Bond Requirements of any Bond shall be made only to the Owner thereof or such Person's legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid. The foregoing provisions of this Section are subject to the provisions of Section 307 hereof.

Section 305. Transfer and Exchange. Any Bond may be transferred upon the records required to be kept pursuant to the provisions of Section 304 hereof by the Person in whose name it is registered, in person or by such Person's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. Whenever any Bond or Bonds shall be surrendered for transfer, the Paying Agent shall authenticate and deliver a new Bond or Bonds for a like aggregate principal amount and of the same maturity and interest rate and of any authorized denominations. The Bonds may be exchanged by the Paying Agent for a like aggregate principal amount of Bonds of the same maturity and interest rate and of other authorized denominations. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination and the Paying Agent shall thereby be authorized to authenticate and deliver such Bond.

The Paying Agent shall not be required to transfer or exchange (a) any Bond subject to redemption during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day such notice is mailed, or (b) any Bond so selected for redemption in whole or in part after the mailing of notice calling such Bond or any portion thereof for prior redemption except the unredeemed portion of Bonds being redeemed in part.

The Paying Agent shall require the payment by any Owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer and may charge a sum sufficient to pay the cost of preparing each new Bond upon each

exchange or transfer and any other expenses of the City or the Paying Agent incurred in connection therewith.

The foregoing provisions of this Section are subject to the provisions of Section 307 hereof.

Section 306. Bond Replacement. Upon receipt by the City and the Paying Agent of evidence satisfactory to them of the ownership of and the loss, theft, destruction or mutilation of any Bond and, in the case of a lost, stolen or destroyed Bond, of indemnity satisfactory to them, and in the case of a mutilated Bond upon surrender and cancellation of the Bond, (a) the City shall execute and the Paying Agent shall authenticate and deliver a new Bond of the same date, interest rate and denomination in lieu of such lost, stolen, destroyed or mutilated Bond, or (b) if such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, in lieu of executing and delivering a new Bond as aforesaid, the City may pay such Bond. Any such new Bond shall bear a number not previously assigned. The applicant for any such new Bond may be required to pay all expenses and charges of the City and of the Paying Agent in connection with the issuance of such Bond. All Bonds shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing conditions are exclusive with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds, negotiable instruments or other securities.

Section 307. Custodial Deposit.

A. Depository. Notwithstanding any contrary provision of this Ordinance, the Bonds initially shall be evidenced by one Bond of the same maturity and interest rate in denominations equal to the aggregate principal amount of the Bonds of the same maturity and interest rate. Such initially delivered Bonds shall be registered in the name of “Cede & Co.” as nominee for The Depository Trust Company, the securities depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of The Depository Trust Company or its nominee, which successor must be both a “clearing corporation” as defined in Section 4-8-102(a)(5), C.R.S. and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of The Depository Trust Company or a successor or new depository institution under clause (1) or this clause (2) of this paragraph A, or a determination by the Council that The Depository Trust Company or such successor or a new depository

institution is no longer able to carry out its functions, and the designation by the Council of another depository institution acceptable to the Council and to the depository institution then holding the Bonds, which new depository institution must be both a “clearing corporation” as defined in Section 4-8-102(a)(5), C.R.S. and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor new depository institution; or

(3) upon the resignation of The Depository Trust Company or a successor or new depository institution under clause (1) above or designation of a new depository institution pursuant to clause (2) above, or a determination of the Council that The Depository Trust Company or such successor or new depository institution is no longer able to carry out its functions, and the failure by the Council, after reasonable investigation, to locate another depository institution under clause (2) to carry out such depository institution functions.

B. Successor. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) or (2) of paragraph A hereof, upon receipt of the outstanding Bonds by the Paying Agent together with written instructions for transfer satisfactory to the Paying Agent, a new Bond for each maturity and interest rate of the Bonds then outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of paragraph A hereof and the failure after reasonable investigation to locate another qualified depository institution for the Bonds as provided in clause (3) of paragraph A hereof, and upon receipt of the outstanding Bonds by the Paying Agent, together with written instructions for transfer satisfactory to the Paying Agent, new Bonds shall be issued in authorized denominations as provided in and subject to the limitations of Sections 301, 304, and 305 hereof, registered in the names of such Persons, as are requested in such written transfer instructions; however, the Paying Agent shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. Absolute Owner. The Council and the Paying Agent shall be entitled to treat the Owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the Council and the Paying Agent shall have no responsibility for transmitting payments or notices to the beneficial

owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to paragraph A hereof.

D. Payment. The Council and the Paying Agent shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of paragraph A hereof in effectuating payment of the principal amount of the Bonds upon maturity or prior redemption by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

E. Redemption. Upon any partial redemption of any maturity and interest rate of the Bonds, Cede & Co. (or its successor) in its discretion may request the City to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment. The records of the Paying Agent shall govern in the case of any dispute as to the amount of any partial prepayment made to Cede & Co. (or its successor).

Section 308. Bond Cancellation. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled in accordance with the customary practices of the Paying Agent and applicable retention laws.

Section 309. Bond Form. Subject to the provisions of this Ordinance, the Bonds shall be in substantially the following form, with such omissions, insertions, endorsements and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Ordinance, be consistent with this Ordinance or be necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(FORM OF BOND)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the City or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF COLORADO
COUNTIES OF ADAMS AND JEFFERSON
CITY OF ARVADA, COLORADO
WASTEWATER ENTERPRISE REVENUE BOND
SERIES 2025

No. R- _____ \$ _____

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED AS OF</u>	<u>CUSIP</u>
_____ %	December 1, 20__	[Date of Delivery]	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Arvada (the “City”), in the Counties of Adams and Jefferson and State of Colorado (the “State”), for value received, hereby promises to pay to the registered owner specified above, or registered assigns, upon the presentation and surrender of this bond, solely from the special funds provided therefor, as hereinafter set forth, the principal amount set forth above on the maturity date specified above (unless this bond shall have been called for prior redemption, in which case on the Redemption Date) and to pay solely from such special funds interest hereon at the interest rate per annum specified above, payable semiannually on June 1 and December 1 in each year, beginning on [December 1, 2025], until the principal amount is paid or payment has been provided for, as described in an ordinance adopted by the City Council of the City on May 20, 2025 (the “Ordinance”). This is one of an authorized series of bonds issued under the

Ordinance (the “Bonds”). The Bonds are all issued under and equally and ratably secured by and entitled to the security of the Ordinance. To the extent not defined herein, terms used in this Bond shall have the same meanings as set forth in the Ordinance. This Bond bears interest, matures, is payable, is subject to redemption and is transferable as provided in the Ordinance.

Reference is made to the Ordinance and to all ordinances supplemental thereto, with respect to the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged, rights, duties and obligations of the City, the Paying Agent, the Insurer, the Surety Provider, and the rights of the Owners of the Bonds, the events of default and remedies, the circumstances under which any Bond is no longer Outstanding, the issuance of additional bonds and the terms on which such additional bonds may be issued under and secured by the Ordinance, the ability to amend the Ordinance, and to all the provisions of which the Owner hereof by the acceptance of this Bond assents.

THE BONDS ARE ISSUED PURSUANT TO AND IN FULL COMPLIANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF COLORADO, AND PURSUANT TO THE ORDINANCE. THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY, SECURED BY THE NET PLEDGED REVENUES. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION DEBT OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND NEITHER THE CITY, THE STATE NOR ANY OF THE POLITICAL SUBDIVISIONS THEREOF IS LIABLE THEREFOR. NEITHER THE MEMBERS OF THE CITY COUNCIL OF THE CITY NOR ANY PERSONS EXECUTING THIS BOND SHALL BE PERSONALLY LIABLE FOR THIS BOND.

It is certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this Bond; that it is issued pursuant to and in strict conformity with the Constitution of the State, and with the Ordinance and any ordinances supplemental thereto; and that this Bond does not contravene any constitutional, Charter or statutory limitation.

This Bond is one of a series of bonds issued pursuant to the Ordinance designated as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2025” in the aggregate principal amount of \$_____ (the “Bonds”). The Bonds have been duly authorized for the purpose of providing moneys to defray a portion of the cost of extending, bettering or otherwise improving and equipping the Wastewater System (the “Project”).

The bonds of the series of which this bond is one are issued under the authority of the City Charter; Title 37, Article 45.1, C.R.S.; and Title 11, Article 57, Part 2, C.R.S., and in full conformity therewith. Pursuant to Section 11-57-210, C.R.S., this recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds and the Bonds shall be incontestable for any cause whatsoever after their delivery for value.

Payment of the principal of and interest on the Bonds shall be made solely from the Net Pledged Revenues. The Net Pledged Revenues are irrevocably (but not exclusively) pledged as security for such payment pursuant to the Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the certificate of authentication hereon shall have been duly executed by the Paying Agent.

IN WITNESS WHEREOF, the City has caused this Bond to be signed and executed in its name and upon its behalf with the facsimile signature of its Mayor, has caused the facsimile of the seal of the City to be affixed hereon and has caused this Bond to be signed, executed and attested with the facsimile signature of its City Clerk, all as of the date specified above.

By _____ (Facsimile Signature)
MAYOR

(FACSIMILE SEAL)

Attest:

By _____ (For Facsimile Signature)
CITY CLERK

(FORM OF CERTIFICATE OF AUTHENTICATION)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within mentioned Ordinance.

UMB Bank, n.a., as Paying Agent

By _____
Authorized Signatory

Date of Authentication and Registration: _____

(END OF FORM OF CERTIFICATE OF AUTHENTICATION)

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ to transfer the within Bond on the records kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever. The signature must be guaranteed by an eligible guarantor institution as defined in 17 CFR § 240.17 Ad-15(a)(2).

Signature Guaranteed:

Signature must be guaranteed by a member of a Medallion Signature Program.

Address of Transferee:

Social Security or other tax
identification number of
transferee:

TRANSFER FEES MAY BE CHARGED

(END OF FORM OF ASSIGNMENT)

(FORM OF PREPAYMENT PANEL)

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this Bond have been prepaid in accordance with the terms of the Ordinance.

<u>Date of Prepayment</u>	<u>Principal Prepaid</u>	<u>Signature of Authorized Representative of DTC</u>

(END OF FORM OF PREPAYMENT PANEL)

(END OF FORM OF BOND)

Section 310. Optional Redemption. The Bonds will be subject to redemption, if any, at the option of the City in the time and manner, in the amounts and at the prices, and from any legally available funds all as set forth in the Sale Certificate.

Notwithstanding the foregoing, the Bonds may not be redeemed pursuant to this Section unless all Policy Costs, if any, due and owing at the time to the Surety Provider have been paid.

Section 311. Mandatory Sinking Fund Redemption. The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times, in the amounts and at the prices provided in the Sale Certificate.

On or before the thirtieth day prior to each such sinking fund payment date, the Paying Agent shall proceed to call the Term Bonds, if any, as provided in the Sale Certificate (or any Term Bond or Term Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next December 1, and give notice of such call without further instruction or notice from the City.

At its option, to be exercised on or before the sixtieth day next preceding each such sinking fund Redemption Date, the City may (a) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount desired or (b) receive a credit in respect of its sinking fund redemption obligation for any Term Bonds of the maturity and interest rate subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Paying Agent at the principal amount thereof against the obligation of the City on such sinking fund date and such sinking fund obligation will be accordingly reduced. The City will on or before the sixtieth day next preceding each sinking fund Redemption Date furnish the Paying Agent with its certificate indicating whether or not and to what extent the provisions of (a) and (b) of the first sentence of this paragraph are to be availed with respect to such sinking fund payment. Failure of the City to deliver such certificate shall not affect the Paying Agent's duty to give notice of sinking fund redemption as provided in this paragraph.

Section 312. Partial Redemption. In the case of Bonds of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in

which case the Paying Agent shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

Section 313. Notice of Prior Redemption. Notice of optional or mandatory redemption shall be given by the Paying Agent in the name of the City by sending a copy of such notice by first-class, postage prepaid mail or by electronic means to DTC or its successors, not more than 60 nor less than 30 days prior to the Redemption Date to each Owner at such Person's address as it last appears on the registration books kept by the Paying Agent; but neither failure to give such notice nor any defect therein shall affect the redemption of any Bond. Such notice shall identify the Bonds to be so redeemed (if less than all are to be redeemed) and the Redemption Date, and shall further state that on such Redemption Date there will become and be due and payable upon each Bond to be so redeemed, at the principal office of the Paying Agent, the principal amount thereof, accrued interest to the Redemption Date, and the stipulated premium, if any, and that from and after such date interest will cease to accrue. Notice having been given in the manner hereinabove provided, the Bond or Bonds so called for redemption shall become due and payable on the Redemption Date so designated; and upon presentation thereof at the principal office of the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption. No further interest shall accrue on the principal of any such Bond called for redemption from and after the Redemption Date, provided sufficient funds are deposited with the Paying Agent and available on the Redemption Date.

Notwithstanding the provisions of this Section, any notice of redemption shall either (a) contain a statement that the redemption is conditioned upon the receipt by the Paying Agent on or before the Redemption Date of funds sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed, or (b) be given only if funds sufficient to pay the redemption price of the Bonds so called for redemption are on deposit with the Paying Agent in the applicable fund or account.

Section 314. Bonds Owned by the City. Bonds owned by or on behalf of the City shall not be subject to redemption. At any time the City may surrender any Bonds owned by or on behalf of the City to the Paying Agent, which shall promptly cancel such Bonds. Any securities payable from any Net Pledged Revenues held by the City shall not be deemed to be Outstanding

for the purpose of redemption nor Outstanding for the purpose of consents hereunder or for any other purpose herein, except for payment.

Section 315. No Partial Redemption After Default. Anything in this Ordinance to the contrary notwithstanding, if there shall have occurred and is continuing an Event of Default hereunder of which an officer of the Paying Agent has actual knowledge, there shall be no redemption of less than all of the Bonds at the time Outstanding (other than pursuant to Section 311 hereof).

ARTICLE IV

USE OF BOND PROCEEDS AND OTHER MONEYS

Section 401. Disposition of Bond Proceeds.

A. The proceeds of the Bonds (net of underwriting discount), upon the receipt thereof, shall be accounted for in the following manner and priority:

(i) Reserve Fund. An amount equal to the portion of the Reserve Fund Requirement, if any, as described in the Sale Certificate shall be credited to the special and separate fund hereby created and to be known as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2025 Reserve Fund.”

(ii) Costs of Issuance. An amount sufficient to pay the costs of issuing the Bonds, as described in the Paying Agent Agreement shall be credited to the fund created in the Paying Agent Agreement and known as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2025 Costs of Issuance Fund.”

(iii) Project Fund. The remaining proceeds derived from the sale of the Bonds shall be credited to the special and separate account hereby created and to be known as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2025 Project Fund.” Except as otherwise provided herein, the moneys in the Project Fund shall be used solely for the purpose of paying the Costs of the Project and for the purposes set forth in Section 402 hereof.

Section 402. Payment of Expenses. Moneys deposited in the Project Fund pursuant to Section 401 hereof may be used and paid out by the City to defray the Costs of the Project and administrative costs of the Project, including, without limitation, amounts to be paid to the Paying Agent, legal fees, accounting fees, financial advisory fees, printing costs and rating fees. The City may defray any such administrative costs from time to time as Operation and Maintenance

Expenses to the extent the moneys deposited in the Project Fund pursuant to Section 401 hereof are insufficient therefor.

Section 403. Completion of Project. When the Project is completed in accordance with the relevant plans and specifications and all amounts due therefor, including all proper incidental expenses and all administrative costs of the Project referred to in Section 402 hereof, are paid, or for which full provision is made, the Director of Finance, to the extent permitted by the Tax Compliance Certificate, shall cause all surplus moneys remaining in the Project Fund, if any, except for any moneys designated in the certificate to be retained to pay any unpaid accrued costs or contingent obligations, to be transferred as follows: (a) to the Rebate Fund so as to enable the City to comply with requirements of the Tax Compliance Certificate with respect to the Bonds, (b) to the Reserve Fund to such extent as shall not cause the amount in the Reserve Fund to exceed the Reserve Fund Requirement and (c) to the Bond Fund to the extent of any remaining balance of such moneys to be applied against the next principal payment or payments coming due on the Bonds. Nothing herein prevents the transfer from the Project Fund to the Bond Fund, at any time prior to the termination of the Project Fund, of any moneys which the Director of Finance by certificate determines will not be necessary for the Project and will not be designated to be transferred to the Rebate Fund or the Reserve Fund.

Section 404. Lien on Bond Proceeds. Until the proceeds of the Bonds deposited in the Project Fund are applied as herein provided, such Bond proceeds are subject to a lien thereon and pledge thereof for the benefit of the Owners of the Outstanding Bonds as provided in Section 501 hereof.

Section 405. Purchaser Not Responsible. The validity of the Bonds is not dependent upon nor affected by the validity or regularity of any proceedings relating to the application of the Bond proceeds. The Purchaser and any subsequent Owners of any of the Bonds are not responsible for the application or disposal by the City or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys herein designated.

ARTICLE V

ADMINISTRATION OF AND ACCOUNTING FOR PLEDGED REVENUES

Section 501. Pledge Securing Bonds. Subject only to the right of the City to cause amounts to be withdrawn and paid on account of Operation and Maintenance Expenses of the

Wastewater System, the Gross Pledged Revenues and, subject to the right of the City to cause amounts to be withdrawn to pay the Costs of the Project as provided herein and other than moneys and securities held in the Rebate Fund to the extent such amounts are required to be paid to the United States, all moneys and securities paid or to be paid to or held or to be held in any fund or account under this Article or under Section 501 hereof are hereby pledged, and a lien thereon is hereby created, to secure the payment of the Bond Requirements of the Outstanding Bonds and to secure the obligations of the City to pay the Policy Costs. The pledge of the Net Pledged Revenues to secure the payment of the Bond Requirements of the Outstanding Bonds and any Outstanding Parity Bonds is on a parity with the pledge of the Net Pledged Revenues for, and lien thereon of the Parity Bonds heretofore issued and any Parity Bonds hereafter issued in compliance with the provisions of Article VII hereof. The pledge of Net Pledged Revenues to secure the payment of the Policy Costs is subordinate only to the pledge to pay the Bond Requirements with respect to the Bonds and any Parity Bonds. The pledge of the Net Pledged Revenues and the funds or accounts as described in this section shall be valid and binding from and after the date of the delivery of the Bonds, and the moneys as received by the City and hereby pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act. The lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the City except any Outstanding Parity Bonds heretofore or hereafter authorized. The lien of the pledge of the Net Pledged Revenues and the funds or accounts as described in this section shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City (except as herein otherwise provided) irrespective of whether such parties have notice thereof.

Section 502. Wastewater Enterprise Fund Deposits. So long as any of the Bonds or any Parity Bonds shall be Outstanding as to any Bond Requirements or Policy Costs related to the Bonds or any Parity Bonds, the entire Gross Pledged Revenues, upon their receipt from time to time by the City, shall be set aside and credited immediately to the special and separate account hereby created and known as the “City of Arvada, Wastewater Enterprise Revenue Bonds, Wastewater Enterprise Fund.”

Section 503. Administration of Wastewater Enterprise Fund. So long as any of the Bonds or any Parity Bonds shall be Outstanding, as to any Bond Requirements or Policy Costs

related to the Bonds or any Parity Bonds, the following payments shall be made from the Wastewater Enterprise Fund, as provided in Sections 504 through 511 hereof.

Section 504. Operation and Maintenance Expenses. First, as a first charge on the Wastewater Enterprise Fund, from time to time there shall continue to be held therein moneys sufficient to pay Operation and Maintenance Expenses, as they become due and payable, and thereupon they shall be promptly paid. Any surplus remaining in the Wastewater Enterprise Fund at the end of the Fiscal Year and not needed for Operation and Maintenance Expenses shall be used for other purposes of the Wastewater Enterprise Fund as herein provided.

Section 505. Bond Fund Payments. Second, from any remaining Net Pledged Revenues, there shall be credited, concurrently with each other and with amounts required to meet the Bond Requirements with respect to any Outstanding Parity Bonds, to the special and separate accounts hereby created and to be known as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2025, Bond Fund,” the following amounts:

A. Interest Payments. Monthly, commencing on the first day of the month immediately succeeding the delivery of any of the Bonds, or commencing on the first day of the month six months next prior to the first interest payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the interest due and payable on the Outstanding Bonds on the next succeeding interest payment date.

B. Principal Payments. Monthly, commencing on the first day of the month immediately succeeding the delivery of any of the Bonds, or commencing on the first day of the month one year next prior to the first principal payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the principal and redemption premium, if any, due and payable on the Outstanding Bonds on the next succeeding principal payment date.

If prior to any interest payment date or principal payment date, there has been accumulated in the Bond Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in paragraph A or B (whichever is applicable) of this Section 505 may be appropriately reduced; but the required annual amounts again shall be so credited to such account commencing on such interest payment date or principal payment date.

The moneys credited to the Bond Fund shall be used to pay the Bond Requirements of the Bonds then Outstanding, as such Bond Requirements become due, except as provided in Sections 507, 508, 509, 603 and 1201 hereof.

Section 506. Reserve Fund Payments. In satisfaction of the Reserve Fund Requirement, if any, upon delivery of the Bonds, either proceeds of the Bonds, cash or a Reserve Fund Insurance Policy being provided by Surety Provider, or any combination thereof, in the amount of the Reserve Fund Requirement shall be deposited in the special and separate fund hereby created and to be known as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2025, Reserve Fund”. The proceeds of the Bonds, cash or a Reserve Fund Insurance Policy, or any combination thereof, shall be credited to Reserve Fund as provided in the Sale Certificate. Any Reserve Fund Insurance Policy shall be held by the Paying Agent. Any Reserve Fund Insurance Policy deposited to the credit of the Reserve Fund shall be valued at the amount available to be drawn or otherwise paid pursuant to such Reserve Fund Insurance Policy at the time of calculation. The Paying Agent shall maintain adequate records as to the amount available to be drawn at any time under the Reserve Fund Insurance Policy and as to the amounts, of which it has knowledge, of Policy Costs paid and owing to the Surety Provider. Such records shall be open to inspection and verification by the Surety Provider during business hours of the Paying Agent.

Thereafter, third, except as provided in Section 507 and 508 hereof, and concurrently with any payments required to be made pursuant to any Parity Bond Ordinances with respect to any reserve funds which may be, but are not required to be, established thereby and concurrently with any repayment or similar obligations payable to any surety provider issuing any reserve fund insurance policy with respect to any Parity Bonds, from any moneys remaining in the Wastewater Enterprise Fund there shall be credited to the Reserve Fund monthly, commencing on the first day of the month next succeeding each date on which the moneys accounted for in the Reserve Fund for any reason are less than the Reserve Fund Requirement, such amounts in substantially equal monthly payments on the first day of each month to re-accumulate the Reserve Fund Requirement by not more than 12 such monthly payments. If a Reserve Fund Insurance Policy is on deposit in the Reserve Fund to fund all or a part of the Reserve Fund Requirement, the amounts payable into the Reserve Fund pursuant to the immediately preceding sentence shall be paid by the City first to the Surety Provider to reimburse it for Policy Costs due and owing and second to replenish cash

in the Reserve Fund. If there are insufficient Net Pledged Revenues to comply with the requirements of the first sentence of this paragraph, available Net Pledged Revenues shall be credited or paid to the Reserve Fund and to reserve funds which may be established by any Parity Bond Ordinances (or to the Surety Provider or any other surety provider issuing any reserve fund insurance policy with respect to any Parity Bonds) pro rata, based upon the aggregate principal amount of the Bonds and any such Parity Bonds then Outstanding; provided, however, that compliance with the provisions of this sentence shall not cure any Event of Default caused by non-compliance with the first sentence of this paragraph. If there are insufficient Net Pledged Revenues to comply with the requirements of the first sentence of this paragraph and more than one Reserve Fund Insurance Policy is on deposit in the Reserve Fund, available Net Pledged Revenues credited to or paid to the Reserve Fund shall be applied to reimburse the Surety Provider and any other surety provider providing a Reserve Fund Insurance Policy pro rata, based upon the original amount available to be drawn on each. The Reserve Fund Requirement shall be accumulated and, if necessary, re-accumulated from time to time, in the Reserve Fund from Net Pledged Revenues, except to the extent other moneys are credited to the Reserve Fund, and maintained as a continuing reserve to be used, except as hereinafter provided in Sections 507, 508, 509, 603 and 1201 hereof, only to prevent deficiencies in the payment of the Bond Requirements of the Bonds Outstanding from time to time from the failure to deposit into the Bond Fund sufficient moneys to pay such Bond Requirements as the same accrue and become due. No payment need be made into the Reserve Fund at any time so long as the moneys and/or the Reserve Fund Insurance Policy therein equal not less than the Reserve Fund Requirement and there are no Policy Costs due and owing. Unless otherwise provided in the Sale Certificate, the Reserve Fund Requirement shall be recalculated upon (i) any principal payment, whether at stated maturity or upon redemption, or (ii) the defeasance of all or a portion of the Bonds. Moneys on deposit in the Reserve Fund may be applied to the defeasance of the Bonds in accordance with Section 1201 hereof.

The City may at any time substitute (a) cash or Investment Securities for a Reserve Fund Insurance Policy or (b) a Reserve Fund Insurance Policy for cash or Investment Securities, so long as the amount on deposit in the Reserve Fund after such substitution is at least equal to the Reserve Fund Requirement. Notwithstanding the foregoing, no Reserve Fund Insurance Policy shall be deposited by the City in the Reserve Fund for such substitution unless the City has received an opinion of Bond Counsel to the effect that such substitution and the intended use by the City of

the cash or Investment Securities to be released from the Reserve Fund will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 507. Termination of Deposits. No payment need be made into the Bond Fund or the Reserve Fund if there are no Policy Costs due and owing and if the amount in the Bond Fund and the amount in the Reserve Fund (exclusive of the amount available under a Reserve Fund Insurance Policy) total a sum at least sufficient so that all Outstanding Bonds are deemed to have been paid pursuant to Section 1201 hereof, in which case moneys therein (taking into account the known minimum gain from any investment of such moneys in Investment Securities from the time of any such investment or deposit shall be needed for such payment which will not be designated for transfer to the Rebate Fund) shall be used (together with any such gain from such investments) solely to pay the Bond Requirements of the Outstanding Bonds as the same become due; and any moneys in excess thereof in those two accounts and any other moneys derived from the Net Pledged Revenues or otherwise pertaining to the Wastewater System may be used to make required payments into the Rebate Fund or in any other lawful manner determined by the City, as directed in writing by the Director of Finance.

Section 508. Defraying Delinquencies. If at any time the City shall for any reason fail to pay into the Bond Fund the full amount above stipulated from the Net Pledged Revenues, then an amount shall be paid into the Bond Fund at such time from the Reserve Fund equal to the difference between that paid from the Net Pledged Revenues and the full amount so stipulated. The City shall use all cash in the Reserve Fund before drawing on a Reserve Fund Insurance Policy. If, (i) upon notice from the City requesting a draw or (ii) failure of the Paying Agent to receive the Bond Requirements by the third Business Day prior to June 1 or December 1 in each year, the Paying Agent determines that it is necessary to draw on the Reserve Fund Insurance Policy, the Paying Agent shall present a demand for payment, in the form and manner required by the Reserve Fund Insurance Policy, at least two Business Days before funds are needed. If there is more than one Reserve Fund Insurance Policy on deposit in the Reserve Fund, the Paying Agent shall draw on them on a pro rata basis, based upon the amount available to be drawn on each.

Any money so used or drawn shall be replaced as provided in Section 506 hereof from the first Net Pledged Revenues thereafter received and not required to be otherwise applied by this Article. Except as provided in Sections 505, 506, 509 and 603 hereof, the moneys in the Bond

Fund and in the Reserve Fund (including any Reserve Fund Insurance Policy) shall be used solely and only for the purpose of paying the Bond Requirements of the Bonds from time to time.

If the amount on deposit in the Reserve Fund exceeds the Reserve Fund Requirement for any reason, the amount to be released from the Reserve Fund shall be as directed in writing by the Director of Finance. Any excess amount released from the Reserve Fund may be deposited in the Bond Fund, the Rebate Fund, or deposited into a defeasance escrow account, or may be applied for other purposes authorized by law, as directed in writing by the Director of Finance.

Section 509. Rebate Fund. Fourth, concurrently with any payments required to be made pursuant to any Parity Bond Ordinances with respect to any rebate funds established thereby, there shall be deposited into the special and separate account hereby created and to be known as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2025 Rebate Fund” moneys in the amounts and at the times specified in the Tax Compliance Certificate so as to enable the City to comply with Section 830 hereof. Amounts on deposit in the Rebate Fund shall not be subject to the lien and pledge of this Ordinance to the extent that such amounts are required to be paid to the United States Treasury. The City shall cause amounts on deposit in the Rebate Fund to be forwarded to the United States Treasury (at the address provided in the Tax Compliance Certificate) at the times and in the amounts set forth in the Tax Compliance Certificate.

If the moneys on deposit in the Rebate Fund are insufficient for the purposes thereof, the City shall transfer moneys in the amount of the insufficiency to the Rebate Fund from the Project Fund and, to the extent permitted by Section 508 hereof, from the Reserve Fund and the Bond Fund. Upon receipt by the City of an opinion of Bond Counsel to the effect that the amount in the Rebate Fund is in excess of the amount required to be contained therein, such excess may be transferred to the Wastewater Enterprise Fund.

Section 510. Payment of Subordinate Securities. Fifth, and subject to the provisions hereinabove in this Article, but subsequent to the payments required by Sections 504, 505, 506, and 509 hereof, any moneys remaining in the Wastewater Enterprise Fund may be used by the City for the payment of Bond Requirements of Subordinate Securities, including reasonable reserves for such Subordinate Securities and for rebate of amounts to the United States Treasury with respect to such Subordinate Securities.

Section 511. Use of Remaining Revenues. After the payments hereinabove required to be made by Sections 502 through 510 hereof are made, any remaining Net Pledged Revenues in

the Wastewater Enterprise Fund shall be used, first, for any one or any combination of reasonably necessary purposes and in the Council's discretion relating to the operation, improvement or debt management of the Wastewater System and, second, to the extent of any remaining surplus, for any one or any combination of lawful purposes as the Council may from time to time conclusively determine.

ARTICLE VI

GENERAL ADMINISTRATION

Section 601. Administration of Accounts. The special funds and accounts designated in Articles IV and V hereof shall be administered as provided in this Article (but not any account under Section 1201 hereof).

Section 602. Places and Times of Deposits. Except as hereinafter provided, each of such special funds and accounts shall be maintained by the City as a book account and kept separate from all other accounts as a trust account solely for the purposes herein designated therefor. The moneys accounted for in such special book accounts may be in one or more bank accounts in one or more Commercial Banks. Each such bank account shall be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and shall be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall not be a Business Day, then such payment shall be made on or before the next preceding Business Day. Moneys shall be deposited with the Paying Agent for the Bonds not less than (a) three Business Days prior to each interest payment date and each maturity or mandatory Redemption Date, if funds are delivered by wire transfer, or (b) five Business Days prior to each payment date if funds are delivered by another method of payment, in immediately available amounts sufficient to pay the Bond Requirements then becoming due on the Outstanding Bonds.

Section 603. Investment of Moneys. Any moneys in the Project Fund, the Wastewater Enterprise Fund, the Bond Fund, the Reserve Fund, and the Rebate Fund that are not needed for immediate use shall be invested or reinvested by the Director of Finance in Investment Securities. All such investments shall (a) either be subject to redemption at any time at a fixed value by the holder thereof at the option of such holder, or (b) mature not later than the estimated date or respective dates on which the proceeds are to be expended as estimated by the Director of Finance

at the time of such investment or reinvestment; provided that (1) Investment Securities credited to the Reserve Fund shall not mature later than ten years from the date of such investment or reinvestment and (2) collateral securities of any Investment Securities may have a maturity of more than five years from the date of purchase thereof. For the purpose of any such investment or reinvestment, Investment Securities shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such obligations.

Section 604. Accounting for Investments. The Investment Securities so purchased as an investment or reinvestment of moneys in any such account hereunder shall be deemed at all times to be a part of the account. Any interest or other gain from any investments and reinvestments of moneys accounted for in the Wastewater Enterprise Fund, the Project Fund, the Bond Fund, and the Rebate Fund shall be credited to such account, and any loss resulting from any such investments or reinvestments of moneys accounted for in the Wastewater Enterprise Fund, the Project Fund, the Bond Fund, the Reserve Fund, and the Rebate Fund shall be charged or debited to such fund.

Any interest or other gain from any investment or reinvestment of moneys accounted for in the Reserve Fund (a) shall be credited to the Rebate Fund or the Bond Fund, at the discretion of the Director of Finance, if the amount credited to the Reserve Fund immediately after such credit to the Rebate Fund or the Bond Fund is not less than the Reserve Fund Requirement and (b) if the amount credited to the Reserve Fund is less than the Reserve Fund Requirement, shall be credited to the Reserve Fund (up to the amount of the deficiency).

No loss or profit in any account on any investments or reinvestments in Investment Securities shall be deemed to take place as a result of market fluctuations of the Investment Securities prior to the sale or maturity thereof. In the computation of the amount in any account for any purpose hereunder, except as herein otherwise expressly provided or for rebate purposes, as described in the Tax Compliance Certificate, Investment Securities shall be valued at the cost thereof (including any amount paid as accrued interest at the time of purchase of the obligation); provided that any time or demand deposits shall be valued at the amounts deposited, in each case exclusive of any accrued interest or any other gain to the City until such gain is realized by the presentation of matured coupons for payment or otherwise.

Section 605. Redemption or Sale of Investment Securities. The Director of Finance shall present for redemption or sale on the prevailing market at the best price obtainable any

Investment Securities so purchased as an investment or reinvestment of moneys in the account whenever it shall be necessary in order to provide moneys to meet any withdrawal, payment or transfer from such account. Neither the Director of Finance nor any other officer or employee of the City shall be liable or responsible for any loss resulting from any such investment or reinvestment made in accordance with this Ordinance.

Section 606. Character of Funds. The moneys in any account designated in Articles IV and V hereof shall consist either of lawful money of the United States or Investment Securities, or both such money and such Investment Securities. Moneys deposited in a demand or time deposit account in a bank or savings and loan association, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

Section 607. Payment of Bond Requirements. The moneys credited to any fund or account designated in Article V hereof for the payment of the Bond Requirements of any Bonds shall be used without requisition, voucher, warrant, further order or authority (other than as contained herein), or any other preliminaries, to promptly pay the Bond Requirements of any Bonds payable from such fund or account as such amounts are due, except to the extent any other moneys are available therefor.

ARTICLE VII

SECURITIES LIENS AND ADDITIONAL SECURITIES

Section 701. Lien of Bonds. The Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Net Pledged Revenues on a parity with the lien of the Net Pledged Revenues of the Parity Bonds. The Policy Costs constitute an irrevocable and subordinate lien (but not necessarily an exclusive subordinate lien) upon the Net Pledged Revenues.

Section 702. Equality of Bonds. The Bonds and any Parity Bonds heretofore issued or hereafter authorized to be issued and from time to time Outstanding are equitably and ratably secured by a lien on the Net Pledged Revenues and shall not be entitled to any priority over one another in the application of the Net Pledged Revenues regardless of the time or times of the issuance of the Bonds and any other such Parity Bonds, it being the intention of the Council that there shall be no priority among the Bonds and any such Parity Bonds regardless of the fact that they may be actually issued and delivered at different times, except that (a) moneys in the Project Fund, the Bond Fund and the Reserve Fund shall secure only the Bonds and the moneys in any acquisition, bond, reserve or similar funds established for other Parity Bonds shall secure only

such Parity Bonds; and (b) other Parity Bonds may have a lien on Net Pledged Revenues on a parity with the lien thereon of the Bonds even if no reserve fund is established for such Parity Bonds or a reserve fund is established but with a different requirement as to the amount of moneys (or the value of a reserve fund insurance policy with respect to such Parity Bonds) required to be on deposit therein or the manner in which such reserve fund is funded or the period of time over which such reserve fund is funded.

Section 703. Issuance of Parity Bonds. Nothing herein prevents the issuance by the City of additional securities payable from the Net Pledged Revenues and constituting a lien thereon on a parity with, but not prior nor superior to, the lien thereon of the Bonds; but before any such additional Parity Bonds, except as provided in Section 708, are authorized or actually issued all of the following conditions must be satisfied:

A. Absence of Default. At the time of the adoption of the ordinance authorizing the issuance of the additional securities, the City shall not be in default in making any payments required by Article V hereof or any Parity Bond Ordinances, including any payments of Policy Costs.

B. Historic Earnings Test. The Net Pledged Revenues for any 12 consecutive months out of the 24 months preceding the month in which such securities are to be issued are at least equal to the sum of (a) 120% of the Combined Maximum Annual Principal and Interest Requirements of the Outstanding Bonds, any Outstanding Parity Bonds and such additional Parity Bonds proposed to be issued, and (b) 100% of the Policy Costs then due and owing, if any, except as hereinafter otherwise expressly provided.

C. Adjustment of Gross Pledged Revenues. In any computation under paragraph B of this Section, the amount of the Gross Pledged Revenues for the applicable period shall be decreased and may be increased by the amount of loss or gain conservatively estimated by an Independent Accountant, Independent Engineer or the Director of Finance, as the case may be, which results from any changes in any schedule of fees, rates and other charges constituting Gross Pledged Revenues based on the number of users during the applicable period as if such modified schedule of fees, rates and other charges shall have been in effect during such entire time period. However, the Gross Pledged Revenues need not be decreased by the amount of any such estimated loss to the extent the Independent Accountant, the Independent Engineer or the Director of Finance estimates the loss is temporary in nature or will be offset within a reasonable temporary

period by an increase in revenues or a reduction in Operation and Maintenance Expenses not otherwise included in the calculations under this Section, and estimates any loss under this sentence will not at any time materially and adversely affect the City's apparent ability to comply with the rate maintenance covenant stated in Section 821 hereof without modification because of any restrictive legislation, regulation or other action under the police power exercised by any governmental body.

D. Reduction of Annual Requirements. The respective annual Bond Requirements (including as such the required amount of any prior redemption premiums due on any Redemption Date) shall be reduced to the extent such Bond Requirements are scheduled to be paid in each of the respective Fiscal Years with moneys held in trust or in escrow for that purpose by any Trust Bank, including the known minimum yield from any investment in Federal Securities and any bank deposits, including any certificate of deposit.

E. Consideration of Additional Expenses. In determining whether or not additional Parity Bonds may be issued as aforesaid, consideration shall be given to any probable increase (but not reduction) in the Operation and Maintenance Expenses of the Wastewater System as estimated by the Director of Finance that will result from the expenditure of the funds proposed to be derived from the issuance and sale of the additional securities; but the Director of Finance may reduce any such increase in Operation and Maintenance Expenses by the amount of any increase in revenues or any reduction in Operation and Maintenance Expenses resulting from the Capital Improvements to which such expenditure relates and not otherwise included in the calculations under this Section, if the Director of Finance also opines that any such increase in revenues or reduction in any increase in Operation and Maintenance Expenses will not materially and adversely affect the City's apparent ability to comply with the rate maintenance covenant stated in Section 821 hereof without modification because of any restrictive legislation, regulation or other action under the police power exercised by any governmental body.

Section 704. Certification of Revenues. A written certificate or written opinion by the Director of Finance that the annual revenues required under paragraph B of Section 703 hereof, when adjusted as hereinabove provided in paragraphs C, D, and E of Section 703 hereof, are sufficient to pay such amounts, as provided in paragraph B of Section 703 hereof, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver additional securities on a parity with the Bonds.

Section 705. Subordinate Securities Permitted. Nothing herein prevents the City from issuing additional securities payable from the Net Pledged Revenues and having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds.

Section 706. Superior Securities Prohibited. Nothing herein permits the City to issue additional securities payable from the Net Pledged Revenues and having a lien thereon prior and superior to the lien thereon of the Bonds.

Section 707. Use of Proceeds. The proceeds of any Parity Bonds or other securities payable from any Net Pledged Revenues shall be used only to finance Capital Improvements and/or to refund all or any portion of the Bonds, Parity Bonds, or other securities payable from Net Pledged Revenues, regardless of the priority or the lien of such securities on Net Pledged Revenues.

Section 708. Issuance of Refunding Securities. The City may issue any refunding securities payable from Net Pledged Revenues to refund any Outstanding Bonds or Parity Bonds, with such details as the Council may by ordinance provide so long as there is no material impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of such Outstanding securities of any one or more issues; but so long as the Bonds, or any part thereof, are Outstanding, refunding securities payable from Net Pledged Revenues may be issued on a parity with the unrefunded Bonds only if:

A. Prior Consent. The City first receives the consent of the Owner or Owners of the unrefunded portion of the Bonds; or

B. Requirements Not Increased. The Combined Maximum Annual Principal and Interest Requirements for the Bonds and Parity Bonds Outstanding immediately after the issuance of the refunding securities is not greater than the Combined Maximum Annual Principal and Interest Requirements for all Bonds and Parity Bonds Outstanding immediately prior to the issuance of the refunding securities and the lien of any refunding Parity Bonds on the Net Pledged Revenues is not raised to a higher priority than the lien thereon of any securities thereby refunded; or

C. Earnings Test. The refunding securities are issued in compliance with Section 703 hereof.

ARTICLE VIII
PROTECTIVE COVENANTS

Section 801. General. The City hereby covenants and agrees with the Owners of the Bonds and makes provisions which shall be a part of its contract with such Owners to the effect and with the purpose set forth in the following Sections of this Article.

Section 802. Performance of Duties. The City, acting by and through the Council or otherwise, shall faithfully and punctually perform, or cause to be performed, all duties with respect to the Gross Pledged Revenues and the Wastewater System required by the Constitution and laws of the State and the various ordinances of the City, including, without limitation, the making and collection of reasonable and sufficient fees, rates and other charges for services rendered or furnished by or from the use of the Wastewater System, as herein provided, and the proper segregation of the proceeds of the Bonds and of any securities hereafter authorized and the Gross Pledged Revenues and their application from time to time to the respective accounts provided therefor.

Section 803. Contractual Obligations. The City shall perform all contractual obligations undertaken by it under any agreements relating to the Bonds, the Gross Pledged Revenues, the Project, or the Wastewater System, or any combination thereof, with any other Persons.

Section 804. Further Assurances. At any and all times the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be reasonably necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Gross Pledged Revenues and other moneys and accounts hereby pledged or assigned, or intended to be pledged or assigned, or which the City may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Ordinance and to comply with any instrument of the City amendatory thereof, or supplemental thereto. The City, acting by and through the Council, or otherwise, shall at all times, to the extent permitted by law, reasonably defend, preserve and protect the pledge of the Gross Pledged Revenues and other moneys and accounts pledged hereunder and

all the rights of every Owner of any Bond hereunder against all claims and demands of all Persons whomsoever.

Section 805. Conditions Precedent. Upon the date of issuance of the Bonds, all conditions, acts and things required by the Federal or State Constitution, the Enterprise Act, the Supplemental Public Securities Act, the Charter, this Ordinance, or any other applicable law to exist, to have happened and to have been performed precedent to or in the issuance of the Bonds shall exist, have happened, and have been performed; and the Bonds, together with all other obligations of the City, shall not contravene any debt or other limitation prescribed by the State Constitution.

Section 806. Efficient Operation and Maintenance. The City shall at all times operate the Wastewater System properly and in a sound and economical manner; and the City shall maintain, preserve and keep the same properly or cause the same to be so maintained, preserved and kept, with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Wastewater System may be properly and advantageously conducted. All salaries, fees, wages and other compensation paid by the City in connection with the maintenance, repair and operation of the Wastewater System shall be reasonable and proper.

Section 807. Rules, Regulations and Other Details. The City, acting by and through the Council, shall establish and enforce reasonable rules and regulations governing the operation, use and services of the Wastewater System. The City shall observe and perform all of the terms and conditions contained in this Ordinance, and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Wastewater System or to the City, except for any period during which the same are being contested in good faith by proper legal proceedings.

Section 808. Payment of Governmental Charges. The City shall pay or cause to be paid all taxes and assessments or other governmental charges, if any, lawfully levied or assessed upon or in respect of the Wastewater System, or upon any part thereof, or upon any portion of the Gross Pledged Revenues, when the same shall become due, and shall duly observe and comply with all valid requirements of any governmental authority relative to the Wastewater System or any part thereof, except for any period during which the same are being contested in good faith by

proper legal proceedings. The City shall not create or suffer to be created any lien upon the Wastewater System, or any part thereof, or upon the Gross Pledged Revenues, except the pledge and lien created by this Ordinance for the payment of the Bond Requirements of the Bonds and except as herein otherwise permitted. The City shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge, within 60 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Wastewater System, or any part thereof, or the Gross Pledged Revenues; but nothing herein requires the City to pay or cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

Section 809. Protection of Security. The City, the officers, agents and employees of the City, and the Council shall not take any action in such manner or to such extent as might materially prejudice the security for the payment of the Bond Requirements of the Bonds, the Parity Bonds, and any other securities payable from the Net Pledged Revenues or any Policy Costs relating thereto according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any Owner of any Bond or other security payable from Net Pledged Revenues or any Policy Costs relating thereto might be prejudicially and materially impaired or diminished.

Section 810. Prompt Payment of Bonds. The City shall promptly pay the Bond Requirements of the Bonds at the places, on the dates and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

Section 811. Use of Bond and Reserve Funds. The Bond Fund and the Reserve Fund shall be used solely for and the moneys credited to such funds and accounts therein are hereby pledged, and a lien thereon is hereby created, for the purpose of paying the Bond Requirements of the Bonds to their respective maturities or any Redemption Date or Dates, subject to the provisions of Sections 505, 506, 507, 508, 509, 603 and 1201 hereof.

Section 812. Other Liens. Other than as provided herein, there are no liens or encumbrances of any nature whatsoever on or against the Wastewater System, or any part thereof, or on or against the Gross Pledged Revenues on a parity with or superior to the lien thereon of the Bonds.

Section 813. Corporate Existence. The City shall maintain its corporate identity and existence so long as any of the Bonds remain Outstanding, unless another body corporate and politic by operation of law succeeds to the powers, privileges, rights, liabilities, disabilities, duties and immunities of the City and is obligated by law to operate and maintain the Wastewater System and to fix and collect the Gross Pledged Revenues as herein provided without adversely and materially affecting at any time the privileges and rights of any Owner of any Outstanding Bond.

Section 814. Disposal of Wastewater System Prohibited. Except for the use of the Wastewater System and services pertaining thereto in the normal course of business, or as provided in Section 815 hereof, neither all nor a substantial part of the Wastewater System shall be sold, leased, mortgaged, pledged, encumbered, alienated or otherwise disposed of, until all the Bonds have been paid in full, as to all Bond Requirements, or unless provision has been made therefor, or until the Bonds have otherwise been redeemed, including, without limitation, the termination of the pledge as herein authorized; and the City shall not dispose of its title to the Wastewater System or to any useful part thereof, including any property necessary to the operation and use of the Wastewater System and the lands and interests in lands comprising the sites of the Wastewater System, except as provided in Section 815 hereof.

Section 815. Disposal of Unnecessary Property. The City at any time and from time to time may sell, exchange, lease or otherwise dispose of any property constituting a part of the Wastewater System and not useful in the construction, reconstruction or operation thereof, or which shall cease to be necessary for the efficient operation of the Wastewater System, or which shall have been replaced by other property of at least equal value. Any proceeds of any such sale, exchange, lease or other disposition received and not used to replace such property so sold or so exchanged or otherwise so disposed of, shall be deposited by the City in the Wastewater Enterprise Fund or into a special book account for the betterment, enlargement, extension, other improvement and equipment of the Wastewater System, or any combination thereof, as the Council may determine, provided that any proceeds of any such lease received shall be deposited by the City as Gross Pledged Revenues in the Wastewater Enterprise Fund.

Section 816. Competing Wastewater System. So long as any of the Bonds are Outstanding, the City shall not grant any franchise or license to any competing facilities so that the Gross Pledged Revenues shall not be sufficient to satisfy the covenant in Section 821 hereof.

Section 817. Loss From Condemnation. If any part of the Wastewater System is taken by the exercise of the power of eminent domain, the amount of any award received by the City as a result of such taking shall be paid into the Wastewater Enterprise Fund or into a capital improvement account pertaining to the Wastewater System for the purposes thereof, or, applied to the redemption of the Outstanding Bonds and any Outstanding Parity Bonds relating thereto, all as the City may determine.

Section 818. Employment of Management Engineers. If the City defaults in paying the Bond Requirements of the Bonds or any Parity Bonds, and any other securities or Policy Costs relating thereto payable from the Gross Pledged Revenues promptly as the same fall due, or an Event of Default has occurred and is continuing, or if the Net Pledged Revenues in any Fiscal Year fail to equal at least the amount of the Bond Requirements of the Outstanding Bonds, Parity Bonds, and any other securities (including all reserves therefor specified in the authorizing proceedings, including, without limitation, this Ordinance) or Policy Costs relating thereto payable from the Net Pledged Revenues in that Fiscal Year, the City shall retain a firm of competent management engineers skilled in the operation of such facilities to assist the management of the Wastewater System so long as such default continues or so long as the Net Pledged Revenues are less than the amount hereinabove designated in this Section.

Section 819. Budgets. The Council and officials of the City shall annually and at such other times as may be provided by law prepare and adopt a budget pertaining to the Wastewater System.

Section 820. Reasonable and Adequate Charges. While the Bonds remain Outstanding and unpaid, the fees, rates and other charges due to the City for the use of or otherwise pertaining to and services rendered by the Wastewater System to the City, to its inhabitants and to all other users within and without the boundaries of the City shall be reasonable and just, taking into account and consideration public interests and needs, the cost and value of the Wastewater System, the Operation and Maintenance Expenses thereof, and the amounts necessary to meet the Bond Requirements of all Bonds, the Parity Bonds, and any other securities payable from the Net Pledged Revenues, including, without limitation, reserves and any replacement accounts therefor.

Section 821. Adequacy and Applicability of Charges. There shall be charged against users of service pertaining to and users of the Wastewater System, except as provided by Section 822 hereof, such fees, rates and other charges so that the Gross Pledged Revenues shall be adequate

to meet the requirements of this and the preceding Sections hereof. Such charges pertaining to the Wastewater System shall be at least sufficient so that the Gross Pledged Revenues annually are sufficient to pay in each Fiscal Year:

A. Operation and Maintenance Expenses. An amount equal to the annual Operation and Maintenance Expenses for such Fiscal Year,

B. Principal and Interest. An amount equal to 120% of both the principal and interest on the Bonds and any Parity Bonds then Outstanding in that Fiscal Year (excluding the reserves therefor), and

C. Deficiencies. Any amounts required to pay all Policy Costs, if any, due and owing and all sums, if any, due and owing to meet then existing deficiencies pertaining to any fund or account relating to the Gross Pledged Revenues or any securities payable therefrom.

Section 822. Limitations Upon Free Service. No free service or facilities shall be furnished by the Wastewater System, except that if the City elects to use for City purposes any wastewater facilities, or other services and facilities provided by the Wastewater System or otherwise to use the Wastewater System or any part thereof, the City is not required to pay for such use.

Section 823. Levy of Charges. The City shall forthwith and in any event prior to the delivery of any of the Bonds, fix, establish and levy the fees, rates and other charges which are required by Section 821 of this Ordinance, if such action is necessary therefor. No reduction in any initial or existing rate schedule for the Wastewater System may be made:

A. Proper Application. Unless the City has fully complied with the provisions of Article V of this Ordinance for at least the full Fiscal Year immediately preceding such reduction of the initial or any other existing rate schedule; and

B. Sufficient Revenues. Unless the audit required by the Independent Accountant by Section 827 hereof for the full Fiscal Year immediately preceding such reduction discloses that the estimated revenues resulting from the proposed rate schedule for the Wastewater System, after the schedule's proposed reduction, shall be at least sufficient to produce the amounts required by Section 821 hereof.

Section 824. Collection of Charges. The City shall use commercially reasonable best efforts to cause all fees, rates and other charges pertaining to the Wastewater System to be collected as soon as is reasonable, shall reasonably prescribe and enforce rules and regulations or impose

contractual obligations for the payment of such charges, and for the use of the Wastewater System, and shall provide methods of collection and penalties, to the end that the Gross Pledged Revenues shall be adequate to meet the requirements of this Ordinance and any other ordinance supplemental thereto.

Section 825. Procedure for Collecting Charges. All bills for wastewater services and all other services or facilities furnished or served by or through the Wastewater System shall be rendered to customers on a regularly established basis. The fees, rates and other charges due shall be collected in a lawful manner, including, without limitation, discontinuance of service.

Section 826. Maintenance of Records. So long as any of the Bonds and any Parity Bonds payable from the Gross Pledged Revenues remain Outstanding, proper books of record and account pertaining to the Gross Pledged Revenues and the Wastewater System shall be kept by the City, separate and apart from all other records and accounts.

Section 827. Audits Required. The City shall cause an audit for each Fiscal Year of the books and accounts pertaining to the Gross Pledged Revenues and the Wastewater System to be completed by an Independent Accountant within 210 days following the close of such Fiscal Year.

Section 828. Accounting Principles. Wastewater System records and accounts, and audits thereof, shall be currently kept and made, as nearly as practicable, in accordance with the then generally accepted accounting principles, methods and terminology followed and construed for utility operations comparable to the Wastewater System, except as may be otherwise provided herein or required by applicable law or regulation or by contractual obligation existing on the effective date of this Ordinance.

Section 829. Insurance and Reconstruction. Except to the extent of any self-insurance, the City shall at all times maintain with responsible insurers fire and extended coverage insurance, worker's compensation insurance, public liability insurance and all such other insurance as is customarily maintained with respect to utilities of like character against loss of or damage to the Wastewater System and against loss of revenues and against public and other liability to the extent reasonably necessary to protect the interests of the City and of each Owner of a Bond. If any useful part of the Wastewater System shall be damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently proceed with the repair or replacement of the damaged property so as to restore the same to use. The proceeds of any such insurance shall be payable to the City and (except for proceeds of any use and occupancy insurance) shall be

applied to the necessary costs involved in such repair and replacement and to the extent not so applied shall (together with the proceeds of any such use and occupancy insurance) be deposited in the Wastewater Enterprise Fund by the City as revenues derived from the operation of the Wastewater System. If the costs of such repair and replacement of the damaged property exceed the proceeds of such insurance available for the payment of the same, moneys in the Wastewater Enterprise Fund may be used to the extent necessary for such purposes, as permitted by Section 511 hereof.

Section 830. Federal Income Tax Exemption. The City covenants for the benefit of the Owners of the Bonds at any time Outstanding that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any facilities financed or refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code, except to the extent that such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Tax Code) for the purpose of computing the alternative minimum tax imposed on corporations, or (iii) would cause interest on the Bonds to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present State law. In furtherance of this covenant, the City agrees to comply with the procedures set forth in the Tax Compliance Certificate with respect to the Bonds. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code and Colorado law have been met.

Section 831. Continuing Disclosure. The City shall comply with the provisions of the Continuing Disclosure Certificate. Any failure by the City to perform in accordance with this Section shall not constitute an Event of Default under this Ordinance, and the rights and remedies provided by this Ordinance upon the occurrence of an Event of Default shall not apply to any such failure. The Paying Agent shall not have any power or duty to enforce this Section. No owner of a Bond shall be entitled to damages for the City's non-compliance with its obligations under this Section; however, the owners of the Bonds may enforce specific performance of the obligations contained in this Section by any judicial proceeding available.

ARTICLE IX

PRIVILEGES, RIGHTS AND REMEDIES

Section 901. Owners' Remedies. Each Owner of any Bond shall be entitled to all of the privileges, rights and remedies provided or permitted by this Ordinance, and as otherwise provided or permitted by law or in equity or by any statutes, except as provided in Sections 202 through 206 and 1101 hereof, but subject to the provisions herein concerning the pledge of and the covenants and the other contractual provisions concerning the Gross Pledged Revenues and the proceeds of the Bonds.

Section 902. Right to Enforce Payment. Nothing in this Article affects or impairs the right of any Owner of any Bond to enforce the payment of the Bond Requirements due in connection with such Person's Bond or the obligation of the City to pay the Bond Requirements of each Bond to the Owner thereof at the time and the place expressed in the Bond.

Section 903. Events of Default. Each of the following events is hereby declared an "Event of Default," provided however, that in determining whether a payment default has occurred pursuant to paragraphs A or B of this Section, no effect shall be given to payments made under the Insurance Policy:

A. **Nonpayment of Principal.** Payment of the principal of any of the Bonds is not made when the same becomes due and payable, either at maturity or by proceedings for prior redemption, or otherwise;

B. **Nonpayment of Interest.** Payment of any installment of interest on any of the Bonds is not made when the same becomes due and payable;

C. **Cross Defaults.** The occurrence and continuance of an "event of default," as defined in any Parity Bond Ordinance;

D. Failure to Reconstruct. The City unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any part of the Wastewater System which is destroyed or damaged and is not promptly repaired or replaced (whether such failure promptly to repair the same is due to impracticability of such repair or replacement or is due to a lack of moneys therefor or for any other reason), but it shall not be an Event of Default if such reconstruction is not essential to the efficient operation of the Wastewater System;

E. Appointment of Receiver. An order or decree is entered by a court of competent jurisdiction with the consent or acquiescence of the City appointing a receiver or receivers for the Wastewater System or for the Gross Pledged Revenues and any other moneys subject to the lien to secure the payment of the Bonds, or if an order or decree having been entered without the consent or acquiescence of the City is not vacated or discharged or stayed on appeal within 60 days after entry;

F. Default Under Insurance Agreement. If an event of default shall have occurred and be continuing under the provisions of the Insurance Agreement; and

G. Default of Any Provision. The City defaults in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds or in this Ordinance on its part to be performed (other than Section 831 hereof), and such default continues for 60 days after written notice specifying such default and requiring the same to be remedied is given to the City and the Insurer specifying the failure and requiring that it be remedied, which notice may be given by the Paying Agent in its discretion and, except as provided in Section 1101 hereof, shall be given by the Paying Agent at the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding.

Section 904. Remedies for Defaults. Except as provided in Section 1101 hereof, upon the happening and continuance of any Event of Default, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the City and its agents, officers and employees to protect and to enforce the rights of any Owner of Bonds under this Ordinance by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award of execution of any power herein granted for the

enforcement of any proper legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any Owner of any Bond, or to require the City to act as if it were the trustee of an expressed trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds. The City shall not be liable for incidental, punitive, exemplary or consequential damages, or for lost profits, whether direct or indirect. Acceleration shall not be a remedy upon the happening or continuance of any Event of Default. Notwithstanding the foregoing provisions of this Section, nothing in this Ordinance shall act as or be deemed to be a waiver by the City of the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as now or hereafter amended.

Section 905. Receiver's Rights and Privileges. Any receiver appointed in any proceedings to protect the rights of such Owners hereunder, the consent to any such appointment being hereby expressly granted by the City, may enter and may take possession of the Wastewater System, may operate and maintain the same, may prescribe fees, rates and other charges, and may collect, receive and apply all Gross Pledged Revenues arising after the appointment of such receiver in the same manner as the City itself might do.

Section 906. Rights and Privileges Cumulative. The failure of any Owner of any Outstanding Bond to proceed in any manner herein provided shall not relieve the City, or any of its officers, agents or employees of any liability for failure to perform or carry out any duty, obligation or other commitment. Each right or privilege of any such Owner (or trustee thereof) is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

Section 907. Duties upon Defaults. Upon the happening of any Event of Default, the City shall do and perform all proper acts on behalf of and for the Owners of Bonds to protect and to preserve the security created for the payment of the Bonds and to insure the payment of the Bond Requirements promptly as the same become due. While any Event of Default exists, except to the extent it may be unlawful to do so, all Gross Pledged Revenues shall be paid into the Bond Fund and into bond or similar funds established for any Parity Bonds then Outstanding, pro rata based upon the aggregate principal amount of the Bonds and Parity Bonds then Outstanding.

Except as provided in Section 1101 hereof, if the City fails or refuses to proceed as in this Section provided, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Bonds as hereinabove provided, and to that end any such Owners of the Outstanding Bonds shall be subrogated to all rights of the City under any agreement, lease or other contract involving the Wastewater System or the Gross Pledged Revenues entered into prior to the effective date of this Ordinance or thereafter while any of the Bonds are Outstanding.

ARTICLE X

AMENDMENT OF ORDINANCE

Section 1001. Privilege of Amendments.

A. Except as hereafter provided, this Ordinance may be amended or supplemented by ordinances adopted by the Council in accordance with law, without receipt by the City of any additional consideration, but with the written consent of the Insurer and, subject to Section 1101 hereof, the Owners of not less than a majority of aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory or supplemental ordinance excluding, pursuant to Section 314 hereof, any Bonds which may then be held or owned for the account of the City. Notwithstanding the foregoing, no such ordinance shall permit:

- (1) Changing Payment. A change in the maturity, terms of redemption or interest payment of any Outstanding Bond; or
- (2) Reducing Return. A reduction in the principal amount of any Bond or the rate of interest thereon, without the consent of the Owner of the Bond; or
- (3) Prior Lien. The creation of a lien upon or a pledge of revenues ranking prior, superior and senior to the lien or to the pledge created by this Ordinance; or
- (4) Modifying Any Bond. A reduction of the principal amount or percentages or otherwise affecting the description of Bonds the consent of the Owners of which is required for any such modification or amendment; or
- (5) Priorities Between Bonds The establishment of priorities as between Bonds issued and Outstanding; or
- (6) Modification of Less Than All the Bonds. The modification of or otherwise affecting the rights of the Owners of less than all of the Outstanding Bonds.

B. Notwithstanding the foregoing provisions of this Section, this Ordinance and the rights and obligations of the City and of the Owners of the Bonds may also be modified or amended at any time, with the written consent of the Insurer but without the consent of any Owners of the Bonds, but only to the extent permitted by law and only for any or all of the following purposes:

(1) to add to the covenants and agreements of the City contained in this Ordinance other covenants and agreements thereafter to be observed;

(2) to subject to the covenants and agreements of the City in this Ordinance additional Wastewater System revenues, to be defined and treated as Gross Pledged Revenues, for the purpose of providing additional security for the Bonds and any Parity Bonds;

(3) in connection with the provision of a Reserve Fund Insurance Policy subsequent to the issuance of the Bonds;

(4) to provide for the appointment of a new Paying Agent;

(5) to make such provisions for the purpose of curing any ambiguity or of curing or correcting any formal defect or omission in this Ordinance, or in regard to questions arising under this Ordinance, as the City may deem necessary or desirable, and which shall not adversely affect the interests of the Owners of the Bonds; or

(6) in order to preserve or protect the excludability from gross income for federal income tax purposes of the interest allocable to the Bonds.

Section 1002. Notice of Amendment. Whenever the Council proposes to amend or modify this Ordinance under the provisions of this Article, it shall cause notice of the proposed amendment to be mailed to Owners of all Outstanding Bonds at their addresses as the same last appear on the registration records maintained by the Paying Agent or by electronic means to DTC or its successors, and to the Insurer. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory ordinance is on file with the office of the City Clerk for public inspection. Notice of the proposed amendment, together with a copy of the proposed amendatory ordinance, shall be delivered to the Rating Agencies then maintaining a rating on the Bonds at least 15 days in advance of the adoption of the amendment. A full transcript of all proceedings relating to the execution of such amendatory ordinance shall be provided to the Insurer.

Section 1003. Time for Amendment. If the ordinance is required to be consented to by the Owners of the Bonds, whenever at any time within one year from the date of the giving of such

notice there shall be filed with the City Manager an instrument or instruments executed by the Owners of not less than a majority of aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendatory ordinance described in such notice and shall specifically consent to and approve the adoption of such ordinance, the Council may adopt such amendatory ordinance and such ordinance shall become effective. If the ordinance is not required to be consented to by the Owners of the Bonds, the amendatory ordinance may be adopted by the Council at any time.

Section 1004. Binding Consent to Amendment. If the Owners of not less than a majority of aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory ordinance requiring consent of the Owners of the Bonds, or the predecessors in title of such Owners, shall have consented to and approved the adoption thereof as herein provided, no Owner of any Bond, whether or not such Owner shall have consented to or shall have revoked any consent as in this Article provided, shall have any right or interest to object to the adoption of such amendatory ordinance or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Section 1005. Time Consent Binding. Any consent given by the Owner of a Bond pursuant to the provisions of this Article shall be irrevocable for a period of 6 months from the date of the giving of the notice above provided for and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at any time after 6 months from the date of such giving of such notice by the Owner who gave such consent or by a successor in title by filing notice of such revocation with the City Manager, but such revocation shall not be effective if the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding as in this Article provided, prior to the attempted revocation, consented to and approved the amendatory ordinance referred to in such revocation.

Section 1006. Unanimous Consent. Notwithstanding anything in the foregoing provisions of this Article, the terms and provisions of this Ordinance or of any ordinance amendatory thereof or supplemental thereto and the rights and the obligations of the City and of the Owners of the Bonds thereunder may be modified or amended in any respect upon the adoption by the City and upon the filing with the City Manager of an ordinance to that effect and with the consent of the Insurer and the Owners of all the then Outstanding Bonds, such consent to be given

as provided in Section 1003 hereof; and no notice to Owners of Bonds shall be required as provided in Section 1002 hereof, nor shall the time of consent be limited except as may be provided in such consent.

Section 1007. Exclusion of City's Bonds. At the time of any consent or of other action taken under this Article, the City shall furnish to the City Manager a certificate of the Director of Finance, upon which the City may rely, describing all Bonds to be excluded for the purpose of consent or of other action or of any calculation of Outstanding Bonds provided for in this Article, and the City shall not be entitled with respect to such Bonds to give any consent or to take any other action provided for in this Article, as provided in Section 314 hereof.

Section 1008. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in this Article provided may bear a notation by endorsement or otherwise in form approved by the Council as to such action; and after the approval of such notation, then upon demand of the Owner of any Bond Outstanding and upon presentation of such Person's Bond for that purpose at the principal office of the Paying Agent, suitable notation shall be made on such Bond by the Paying Agent as to any such action. If the Council so determines, new Bonds, so modified as in the opinion of the Council conform to such action, shall be prepared, executed, authenticated and delivered; and upon demand of the Owner of any Bond then Outstanding, shall be exchanged without cost to such Owner for Bonds then Outstanding upon surrender of such Bonds.

Section 1009. Proof of Instruments and Bonds. The fact and date of execution of any instrument under the provisions of this Article, the amount and number of the Bonds held by any Person executing such instrument, and the date of such Person's holding the same may be proved as provided by Section 1203 hereof.

Section 1010. Copies of Supplemental Ordinances to Rating Agencies. Copies of any supplemental or amendatory ordinance shall be sent by the City to the Rating Agencies at least 10 days prior to the effective date thereof.

ARTICLE XI

INSURANCE POLICY AND RESERVE POLICY PROVISIONS

Section 1101. Insurer To Be Deemed Owner, Rights of the Insurer, Payments by the Insurer; Notices.

A. Notwithstanding any provision of this Ordinance to the contrary, so long as the Insurer is not in default in its payment obligations under the Insurance Policy, the Insurer shall at all times be deemed the sole and exclusive Owner of the Outstanding Bonds for the purposes of all approvals, consents, waivers, institution of any action, and the direction of all remedies pursuant to this Ordinance, including but not limited to approval of or consent to any amendment of or supplement to this Ordinance which requires the consent or approval of the Owners of not less than a majority of the aggregate principal amount of the Bonds then Outstanding pursuant to this Ordinance; provided, however, that the Insurer shall not be deemed to be the sole and exclusive Owner of the Outstanding Bonds with respect to any amendment or supplement to this Ordinance which seeks to amend or supplement this Ordinance for the purposes set forth in clauses A (1) through A (6) of Section 1001 hereof, and provided, further, that the Insurer shall not have the right to direct or consent to City, Paying Agent or Owner action as provided herein, if:

- (1) the Insurer shall be in default under the Insurance Policy;
- (2) any material provision of the Insurance Policy shall be held to be invalid by a final, non-appealable order of a court of competent jurisdiction, or the validity or enforceability thereof shall be contested by the Insurer; or
- (3) a proceeding shall have been instituted in a court having jurisdiction in the premises seeking an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution in respect of the Insurer and such proceeding is not terminated for a period of 90 consecutive days or such court enters an order granting the relief sought in such proceeding.

B. To the extent that the Insurer makes payment of any principal of or interest on a Bond, it shall be fully subrogated to all of the Owner's rights thereunder in accordance with the terms of the Insurance Policy to the extent of such payment, including the Owner's rights to payment thereof.

C. In the event that the principal of or interest on a Bond shall be paid by the Insurer pursuant to the terms of the Insurance Policy: (1) such Bond shall continue to be "Outstanding"

under this Ordinance, and (2) the Insurer shall be fully subrogated to all of the rights of the Owner thereof in accordance with the terms and conditions of paragraph B of this Section and the Insurance Policy.

D. This Ordinance shall not be discharged unless and until all amounts due to the Insurer have been paid in full or duly provided for.

E. The rights granted under this Ordinance to the Insurer to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit of or on behalf of the Owners, nor does such action evidence any position of the Insurer, positive or negative, as to whether Owner consent is required in addition to consent of the Insurer.

F. No modification, amendment or supplement to this Ordinance shall become effective except upon obtaining the prior written consent of the Insurer.

G. No contract shall be entered into nor any action taken by the City or the Paying Agent pursuant to which the rights of the Insurer or security for or sources of payment of the Bonds under this Ordinance may be materially impaired or prejudiced except upon obtaining the prior written consent of the Insurer.

H. The provisions of this Article shall be of no force and effect if the Bonds are not insured by an Insurer.

ARTICLE XII MISCELLANEOUS

Section 1201. Defeasance. If, when the Bonds shall be paid in accordance with their terms (or payment of the Bonds has been provided for in the manner set forth in the following paragraph), together with all other sums payable hereunder, then this Ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Payment of any Outstanding Bond shall prior to the maturity or Redemption Date thereof be deemed to have been provided for within the meaning and with the effect expressed in this Section if (a) in case said Bond is to be redeemed on any date prior to its maturity, the City shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 313 hereof, notice of redemption of such Bond on said Redemption Date, such notice to be given in accordance with the provisions of Section 313

hereof, (b) there shall have been deposited with the Paying Agent or other Trust Bank either moneys in an amount which shall be sufficient, and/or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other Trust Bank at the same time, shall be sufficient to pay when due the Bond Requirements due and to become due on said Bond on and prior to the Redemption Date or maturity date thereof, as the case may be, and (c) in the event said Bond is not by its terms subject to redemption within the next sixty days, the City shall have given the Paying Agent in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 313 hereof, a notice to the Owner of such Bond that the deposit required by (b) above has been made with the Paying Agent or other Trust Bank and that payment of said Bond has been provided for in accordance with this Section and stating such maturity or Redemption Date upon which moneys are to be available for the payment of the Bond Requirements of said Bond. Neither such securities nor moneys deposited with the Paying Agent or other Trust Bank pursuant to this Section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Bond Requirements of said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other Trust Bank, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the Bond Requirements to become due on said Bond on or prior to such Redemption Date or maturity date thereof, as the case may be. At such time as payment of a Bond has been provided for as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Ordinance, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other Trust Bank.

The release of the obligations of the City under this Section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this Section with respect to all Bonds then Outstanding, this Ordinance may be discharged in accordance with the provisions of this Section but the liability of the City in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Federal Securities deposited with the Paying Agent or other Trust Bank as provided in this Section.

Section 1202. Delegated Powers. The officers, employees and agents of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. Final Certificates. the execution of such certificates and closing documents as may be reasonably required by the Purchaser or Bond Counsel, including the Continuing Disclosure Certificate and Insurance Agreement, if any;

B. Paying Agent Agreement. the execution and delivery of an agreement with the Paying Agent necessary or desirable to evidence the acceptance by the Paying Agent of its duties hereunder;

C. Official Statement. the execution and delivery of the final Official Statement;

D. Purchase Contract. the execution and delivery of the bond purchase proposal from the Purchaser; and

E. Electronic Signatures. the use of electronic signatures to execute any of the documents described in this Section 1202 or elsewhere in this Ordinance, as authorized by Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act.

Section 1203. Evidence of Bond Owners. Any request, consent or other instrument which this Ordinance may require or may permit to be signed and to be executed by the Owners of any Bonds may be in one or more instruments of similar tenor and shall be signed or shall be executed by each such Owner in person or by such Person's attorney appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Ordinance (except as otherwise herein expressly provided) if made in the following manner:

A. Proof of Execution. The fact and the date of the execution by any Owner of any Bonds or such Person's attorney of such instrument may be established by a certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the

City Manager or Director of Finance, of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, that the individual signing such request or other instrument acknowledged to him or her the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer; the authority of the individual or individuals executing any such instrument on behalf of a corporate Owner of any securities may be established without further proof if such instrument is signed by an individual purporting to be the president or vice-president of such corporation with a corporate seal affixed and attested by an individual purporting to be its secretary or an assistant secretary; and the authority of any Person or Persons executing any such instrument in any fiduciary or representative capacity may be established without further proof if such instrument is signed by a Person or Persons purporting to act in such fiduciary or representative capacity; and

B. Proof of Holdings. The amount of Bonds held by any Person and the numbers, date and other identification thereof, together with the date of such Person's holding the Bonds, shall be proved by the registration records maintained by the Paying Agent.

Section 1204. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the City, the Paying Agent, the Insurer and the Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent, the Insurer, the Surety Provider and the Owners of the Bonds.

Section 1205. Notices. Except as otherwise may be provided in this Ordinance, all notices, certificates, requests or other communications pursuant to this Ordinance shall be in writing and shall be sufficiently given and shall be deemed given by personal delivery or when mailed by first class mail, and either delivered or addressed as follows:

If to the City at:

City of Arvada
8101 Ralston Road
Arvada, Colorado 80002
Attention: Director of Finance

If to the Paying Agent at:

UMB Bank, n.a.

1670 Broadway

Denver, Colorado 80202

Attention: Corporate Trust & Escrow Services Department

Any of the foregoing Persons may, by notice given hereunder to each of the other Persons, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 1206. Additional Notices to Rating Agencies. The Paying Agent hereby agrees that if at any time (a) the City shall redeem any portion of the Bonds Outstanding prior to maturity, but excluding redemptions pursuant to Section 311 hereof, (b) the City shall provide for the payment of any portion of the Bonds pursuant to Section 1201 hereof, (c) a successor Paying Agent is appointed hereunder, or (d) any supplement to this Ordinance shall become effective or any Person shall waive any provision of this Ordinance, then, in each case, the Paying Agent shall give notice to each Rating Agency.

Section 1207. Business Days. If the date for making any payment or the last date for performance of any act or the exercising of any rights, as provided in this Ordinance, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

Section 1208. Effective Date. This Ordinance shall be in full force and effect five days after final publication.

Section 1209. Disposition of Ordinance. This Ordinance, as adopted by the Council, shall be numbered and recorded by the City Clerk in the official records of the City. The adoption and publication shall be authenticated by the signatures of the Mayor and City Clerk, and by the certificate of publication.

INTRODUCED, READ, AND ORDERED PUBLISHED this 6th day of May, 2025.

PASSED, ADOPTED AND APPROVED this 20th day of May, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: May 8, 2025

STATE OF COLORADO)
)
COUNTIES OF ADAMS AND)
JEFFERSON) SS.
)
CITY OF ARVADA)

I, Kristen Rush, the City Clerk of the City of Arvada, Colorado (the “City”), do hereby certify:

1. The foregoing pages are a true, correct and complete copy of an ordinance adopted by the City Council of the City (the “Council”) (i) on first reading at a regular meeting of the Council held at the City Council Chambers on May 6, 2025, and (ii) on second reading, at a regular meeting of the Council held at the City Council Chambers on May 20, 2025.

2. The ordinance has been signed by the Mayor, sealed with the corporate seal of the City, attested by me as City Clerk, and duly recorded in the books of the City; and that the same remains of record in the book of records of the City.

3. The passage of the ordinance on May 6, 2025, on first reading was duly moved and seconded, and the ordinance was passed on first reading by an affirmative vote of a majority of the members of the Council as follows:

Name	“Yes”	“No”	Absent	Abstain
Lauren Simpson, Mayor				
Randy Moorman, Mayor Pro Tem				
Shawna Ambrose				
John Marriott				
Bob Fifer				
Sharon Davis				
Brad Rupert				

4. The passage of the ordinance on May 20, 2025, on second and final reading was duly moved and seconded, and the ordinance was passed on second and final reading by an affirmative vote of a majority of the members of the Council as follows:

Name	“Yes”	“No”	Absent	Abstain
Lauren Simpson, Mayor				
Randy Moorman, Mayor Pro Tem				
Shawna Ambrose				
John Marriott				
Bob Fifer				
Sharon Davis				
Brad Rupert				

5. There are no bylaws, rules or regulations of the Council which might prohibit the adoption of said Ordinance.

6. Notices of the meetings of May 6, 2025, and May 20, 2025, in the forms attached hereto as Exhibit A were posted not less than 24 hours prior to the meetings in accordance with law.

7. The Ordinance was published after first reading, which notice included the day, hour, and place at which the Council would hold a public hearing thereon, and the affidavit of publication is attached hereto as Exhibit B.

8. The Ordinance was published after second and final reading and the affidavit of publication is attached hereto as Exhibit C.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said
City this _____ day of _____, 2025.

(SEAL)

City Clerk

EXHIBIT A

(Attach Notices of Meetings)

EXHIBIT B

(Affidavit of Publication after First Reading)

EXHIBIT C

(Affidavit of Publication after Second Reading)

CONTINUING DISCLOSURE CERTIFICATE

City of Arvada, Colorado Wastewater Enterprise Revenue Bonds Series 2025

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Arvada, Colorado (the “Issuer”), in connection with the issuance of its “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2025” dated as of [CLOSING DATE, 2025], in the aggregate principal amount of \$[PAR] (the “Bonds”). The Bonds are being issued pursuant to an ordinance adopted by the City Council of the Issuer on May 20, 2025 (the “Ordinance”). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c-12(b)(5) of the Securities and Exchange Commission (the “SEC”).

SECTION 2. Definitions. In addition to the definitions set forth in the Ordinance or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Dissemination Agent” shall mean any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“Fiscal Year” shall mean the period beginning on January 1 of a calendar year and ending on December 31 of the same calendar year, or such other 12-month period as may be adopted by the Issuer in accordance with law.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB’s required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at <http://emma.msrb.org>.

“Official Statement” means the final Official Statement prepared in connection with the Bonds.

“Participating Underwriter” shall mean the original underwriter of the Bonds required to comply with the Rule in connection with an offering of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than 9 months following the end of the Issuer’s Fiscal Year, commencing 9 months following the end of the Issuer’s Fiscal Year ending December 31, 2025, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if the Issuer has selected one). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report. The information to be updated may be reported in any format chosen by the Issuer: it is not required that the format reflected in the Official Statement be used in future years.

(b) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall, in a timely manner, file or cause to be filed with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit “A.”

SECTION 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements, if any, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, audited financial statements will be provided when and if available.

(b) An update of the type of information identified in Exhibit “B” hereto, which is contained in the tables in the Official Statement with respect to the Bonds.

Any or all of the items listed above may be incorporated by reference from other documents (including official statements), which are available to the public on the MSRB’s Internet Web Site or filed with the SEC. The Issuer shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Listed Events. The Issuer shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Bonds.

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, *if material*;

- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of bondholders, *if material*;
- (8) Bond calls, *if material*, and tender offers;
- (9) Defeasances;
- (10) Release, substitution or sale of property securing repayment of the Bonds, *if material*;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person;¹
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*;
- (15) Incurrence of a financial obligation² of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms

¹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

² For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term “financial obligation” is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or

of a financial obligation of the obligated person, any of which affect security holders, *if material*; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent.

(a) The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer elects not to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Certificate. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the Issuer and the Dissemination Agent.

(b) In addition to the filing duties on behalf of the Issuer described in this Disclosure Certificate, the Dissemination Agent shall:

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

(B). The term "financial obligation" shall not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. In complying with Listed Events (15) and (16), the Issuer intends to apply the guidance provided by the Rule or other applicable federal securities law, SEC Release No. 34-83885 (August 20, 2018) and any future guidance provided by the SEC or its staff.

(2) send written notice to the Issuer at least 30 but no more than 60 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) certify in writing to the Issuer that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Issuer will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

DATE: [CLOSING DATE, 2025]

CITY OF ARVADA, COLORADO

By: _____
Mayor

EXHIBIT “A”

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Arvada
Name of Bond Issue: Wastewater Enterprise Revenue Bonds, Series 2025
Date of Issuance: [CLOSING DATE, 2025]
CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated [CLOSING DATE, 2025]. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____, _____

CITY OF ARVADA, COLORADO

By: _____
Mayor

EXHIBIT “B”

OFFICIAL STATEMENT TABLES TO BE UPDATED

[TO BE DISCUSSED]

92800122.v2

NOTICE OF PUBLIC SALE
DATED [_____, 2025]

CITY OF ARVADA, COLORADO
WASTEWATER ENTERPRISE REVENUE BONDS
SERIES 2025 - \$[PAR]*

PUBLIC NOTICE IS HEREBY GIVEN that the City Council (the “Council”) of the City of Arvada, Colorado (the “City”) will receive electronic bids for the purchase of the Bonds described below on:

[_____, 2025]*

at the hour of 9:30 a.m., Colorado time.

Bids must be submitted electronically via the BIDCOMP/PARITY BIDDING SYSTEM (“BIDCOMP/PARITY”) as described in “BID PROPOSAL REQUIREMENTS” and “BIDCOMP/PARITY” below.

ISSUE DETAILS: The Bonds to be sold are the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2025” (the “Bonds”) in the aggregate principal amount of \$[PAR]*. The Bonds will be dated as of the date of delivery, will be issued in fully registered form, and will be initially evidenced by one Bond for each year in which the Bonds mature in denominations equal to the principal amount which matures in each such year. Any initially issued Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, as securities depository for the Bonds (“DTC”). The Bonds are being issued pursuant to an ordinance adopted by the Council on [_____, 2025] (the “Bond Ordinance”), and a sale certificate (the “Sale Certificate”) authorized pursuant to the Bond Ordinance.

MATURITIES: Except as otherwise provided below in “MANDATORY SINKING FUND REDEMPTION” and “ADJUSTMENT OF MATURITIES AFTER DETERMINATION OF BEST BID” below, the Bonds will mature on December 1 in the years and amounts designated below:

<u>Maturity Date</u> <u>(December 1)</u>	<u>Principal Amount*</u>
2025	\$
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	

* Subject to change.

2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
2044
2045
2046
2047
2048
2049
2050
2051
2052
2053
2054

ADJUSTMENT OF MATURITIES AFTER DETERMINATION OF BEST BID:

The aggregate principal amount and the principal amount of each serial maturity of the Bonds set forth in the Maturity Schedule above are subject to adjustment by the City, after the determination of the best bid. Changes to be made will be communicated to the winning bidder at the time of award of the Bonds to the winning bidder; changes will not reduce or increase the aggregate principal amount of any individual maturity of the Bonds by more than fifteen percent (15%) from the amount shown in the Maturity Schedule and will not increase the total aggregate principal amount of the Bonds to an amount in excess of \$[PAR] or the maximum annual repayment cost to an amount in excess of [MADs]. The price bid (i.e., par less any discount bid or plus any premium bid) by a winning bidder may be changed as described below, but the interest rates specified by the winning bidder for all maturities will not change. A winning bidder may not withdraw its bid as a result of any changes made within these limits. The price bid will be changed so that the percentage net compensation to the winning bidder (i.e., the percentage resulting from dividing (i) the aggregate difference between the offering price of the Bonds to the public and the price to be paid to the City, less any bond insurance premium, if any, to be paid by the bidder, by (ii) the principal amount of the Bonds) does not increase or decrease from what it would have been if no adjustment was made to the principal amounts shown in the Maturity Schedule.

OPTIONAL PRIOR REDEMPTION: The Bonds maturing on or before December 1, 20[], are not subject to redemption at the option of the City prior to maturity. The Bonds maturing on and after December 1, 20[], are subject to redemption prior to their respective maturities, at the option of the City, in whole or in part, in integral multiples of \$5,000, from such maturities as are selected by the City, and if less than all of the Bonds of a maturity are to be redeemed, the Bonds of such maturity are to be selected by lot (giving proportionate weight

to Bonds in denominations larger than \$5,000), on December 1, 20[___], or on any date thereafter, at a redemption price equal to the principal amount so redeemed plus accrued interest to the redemption date without a redemption premium. Redemption will be made in the manner and upon the conditions described in the Final Official Statement (as described below).

MANDATORY SINKING FUND REDEMPTION: Any bidder may, at its option, specify that one or more consecutive maturities of the Bonds will consist of term bonds (the “Term Bonds”) which are subject to mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof, as designated in the bid of such bidder. Amounts included as a Term Bond must consist of consecutive maturities, must bear the same rate of interest and must include the entire principal amount for any maturity included in the Term Bond (i.e., the principal amount maturing in any year may not be divided between a serial maturity and a mandatory sinking fund redemption). Any such Term Bond will be subject to mandatory sinking fund redemption in installments in the same amounts and on the same dates as the Bonds would have matured if they were not included in a Term Bond or Term Bonds. Bonds redeemed pursuant to the mandatory sinking fund redemption provisions will be redeemed at a redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date in the manner and as otherwise provided in the Bond Ordinance and the Sale Certificate. Any election to designate the Bonds as being included in a Term Bond must be made in the official bid forms.

INTEREST RATES AND LIMITATIONS: Interest shall be payable on June 1 and December 1 of each year, commencing December 1, 2025, and will be computed on the basis of a 360-day year of twelve 30-day months.

1. There is no limit on the number of rates specified, except that one interest rate only shall be specified for the Bonds of any maturity.
2. The interest rate for the Bonds must be stated in a multiple of 1/8th or 1/20th of 1% per annum. A zero rate of interest may not be named for the Bonds.
3. The maximum differential between the lowest and the highest interest rates stated in the bid for the Bonds may not exceed [___] basis points (e.g., if the lowest rate is [___]% the highest rate may not exceed [___]%).
4. The maximum interest rate on any Bond shall not exceed [___]%.
5. The City intends to receive a project construction fund deposit of \$[___] from the proceeds of the Bonds. Depending on the coupon structure in the bid, an increase or reduction of annual par amounts may be required.

PURCHASE PRICE: The purchase price bid for the Bonds shall not be less than [___]% of the par amount of the Bonds. SEE “WINNING BIDDER’S REOFFERING YIELDS”.

BOND INSURANCE AT BIDDER’S OPTION AND EXPENSE: Bids will be accepted which are based upon the issuance of a municipal bond insurance policy for some or all of the Bonds, provided that payment of any insurance premium and any additional fees charged by any rating agency for rating insured Bonds shall be the sole responsibility of the bidder.

Bids shall not be conditioned upon the issuance of a municipal bond insurance policy. Subject to the limitations described below, the City will cooperate in any effort to qualify the Bonds for such bond insurance. The City makes no representation as to whether the Bonds will qualify for municipal bond insurance, and satisfaction of any conditions to the issuance of a municipal bond insurance policy shall be the sole responsibility of the bidder. In particular, the City will neither amend nor supplement any resolution or ordinance in any way nor will it agree in advance of the sale of the Bonds to enter into any additional agreements with respect to the provision of any such policy. **FAILURE OF THE INSURANCE PROVIDER TO ISSUE ITS POLICY SHALL NOT CONSTITUTE CAUSE FOR A FAILURE OR REFUSAL BY THE WINNING BIDDER TO ACCEPT DELIVERY OF OR PAY FOR THE BONDS.** The winning bidder must provide the City with the municipal bond insurance commitment and information with respect to the municipal bond insurance policy and the insurance provider for inclusion in the Final Official Statement (as defined below) within two (2) business days following the award of the bid by the City. On or prior to the date of delivery of the Bonds, the City will require an opinion of counsel to the insurance provider regarding the enforceability of the municipal bond insurance policy, and a certificate of an officer of the insurance provider regarding certain tax matters and regarding the information in the Official Statement concerning the insurance provider and policy, in form reasonably satisfactory to the City and the winning bidder.

INFORMATION AVAILABLE FROM PRELIMINARY OFFICIAL STATEMENT: Reference is made to the Preliminary Official Statement dated [_____, 2025] (the "Preliminary Official Statement") for information as to the authorization and purpose of the Bonds; security for the Bonds; the book-entry system, transfer, exchange and place of payment of the Bonds; the exclusion of the interest on the Bonds from federal and State of Colorado income taxation; and other information relating to the Bonds and the City.

BIDCOMP/PARITY: Bids must be submitted electronically using BIDCOMP/PARITY no later than the time designated herein for the receipt of bids. During the electronic bidding, no bidder will see any other bidder's bid nor the status of their bid relative to other bids (i.e., whether their bid is a leading bid). Bidders may change or withdraw their bids at any time up to the time designated herein. Electronic bids may only be submitted through BIDCOMP/PARITY. If any provisions in this Notice of Public Sale should conflict with information or terms provided or required by BIDCOMP/PARITY, this Notice of Public Sale (and any amendments hereto) shall control.

BID PROPOSAL REQUIREMENTS: A prospective bidder must register electronically to bid for the Bonds via BIDCOMP/PARITY no later than 8:30 a.m., (Mountain Time), on [_____, 2025]. A prospective bidder must register electronically to bid for the Bonds by completing the information required by BIDCOMP/PARITY. By registering to bid for the Bonds, a prospective electronic bidder represents and warrants to the City that such bidder's bid for the purchase of the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such prospective bidder by an officer or agent who is duly authorized to bind the prospective bidder to a legal, valid and enforceable contract for the purchase of the Bonds. By registering via BIDCOMP/PARITY to bid for the Bonds, a prospective bidder is not obligated to submit a bid in connection with the sale.

Bids must be submitted electronically for the purchase of the Bonds by means of BIDCOMP/PARITY by 9:30 a.m., (Mountain Time), on [_____, 2025]. Prior to that time,

an eligible prospective bidder may (1) input the proposed terms of its bid on BIDCOMP/PARITY, (2) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Bonds, (3) send its proposed bid, or (4) withdraw its proposed bid. Once the bids are communicated electronically via BIDCOMP/PARITY, each bid will constitute an irrevocable offer to purchase the Bonds on the terms therein provided.

Each prospective bidder shall be solely responsible to register to bid via BIDCOMP/PARITY as described above. Each qualified prospective bidder shall be solely responsible to make necessary arrangements to access BIDCOMP/PARITY for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Public Sale. Neither the City nor the City's financial advisor Stifel, Nicolaus & Company, Incorporated (the "Financial Advisor") shall have any duty or be obligated to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the City nor the Financial Advisor shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, BIDCOMP/PARITY. The City is using BIDCOMP/PARITY as a communication mechanism, and not as the City's agent, to conduct the electronic bidding for the Bonds.

Each bidder is required to transmit electronically via BIDCOMP/PARITY an unconditional bid specifying the lowest rate or rates of interest and the premium, or discount, as applicable, at which the bidder will purchase the Bonds. Each bid must be for all the Bonds herein offered for sale.

For informational purposes only, the electronic bid will show the effective interest rate for the Bonds represented on a true interest cost basis, as described under "BASIS OF AWARD" below, represented by the rate or rates of interest and the bid price specified in the bid. No bid will be received after the time for receiving such bids specified above.

Further information about BIDCOMP/PARITY, including any fees charged, may be obtained from such entity as follows: Bidcomp/Parity, 1359 Broadway, 2nd Floor, New York, New York 10018, telephone (212) 849-5023; fax (212) 849-5021.

WINNING BIDDER'S REOFFERING YIELDS AND ESTABLISHING THE ISSUE PRICE: At or before 10:30 a.m. Mountain Time on [_____, 2025], the winning bidder (or manager of the purchasing account) for the Bonds must provide to the Director of Finance of the City (the "Director of Finance") and the Financial Advisor the initial offering price and yield to the public.

The winning bidder shall assist the City in establishing the issue price of the Bonds for federal income tax purposes and shall execute and deliver to the City at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, in a form acceptable to the City and Butler Snow LLP ("Bond Counsel"). All actions to be taken by the City under this Notice of Public Sale to establish the issue price of the Bonds may be taken on behalf of the City

by the Financial Advisor and any notice or report to be provided to the City may be provided to the Financial Advisor.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (i) the City will disseminate this Notice of Public Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (ii) all bidders will have an equal opportunity to bid;
- (iii) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (iv) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Public Sale.

Any bid submitted pursuant to this Notice of Public Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid and in this Notice of Public Sale and shall not be subject to any conditions or qualifications except as permitted by this Notice of Public Sale. **By submitting a bid, each bidder confirms that it has an established industry reputation for underwriting new issuances of municipal obligations.**

In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the Bonds. ***Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.***

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher

than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(A) the close of the fifth (5th) business day after the sale date; or

(B) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date, as set forth in the Final Official Statement, has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with

the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Public Sale. Further, for purposes of this Notice of Public Sale:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date that the Bonds are awarded by the City to the winning bidder.

GOOD FAITH DEPOSIT: [No good faith deposit is required to be made by the apparent winning bidder after the bids have been received.] [OR] [A good faith deposit in the amount of \$[_____] will be required to be made by the apparent winning bidder after the bids have been received. The apparent winning bidder will be required to wire the good faith deposit to the City no later than 1:00 p.m. Mountain Time on [_____, 2025]. The Financial Advisor will contact the apparent winning bidder and request the apparent winning bidder to wire such good faith deposit and the apparent winning bidder shall provide the Federal wire reference number of

such good faith deposit to the Financial Advisor by 1:00 p.m. Mountain Time on [_____, 2025]. Wire information shall be provided by the City upon award.

The Bonds will not be officially awarded to a bidder until such time as the bidder has provided a Federal wire reference number for the good faith deposit to the Financial Advisor.

No interest on the good faith deposit will accrue to any bidder. The good faith deposit of the winning bidder for the Bonds will be applied to the purchase price of the Bonds. In the event the winning bidder for the Bonds fails to honor its accepted bid, the good faith deposit plus any interest accrued on the good faith deposit will be retained by the City. Any investment income earned on the good faith deposit will not be credited to the successful bidder on the purchase price of the Bonds.]

SALE RESERVATIONS: The Council reserves the right (1) to reject any and all bids for the Bonds, (2) to reoffer the Bonds for sale as provided by law, and (3) to waive any irregularity or informality in any bid. In addition, the Council reserves the privilege of changing the date and/or time of sale of the Bonds. If the Council changes the date and/or time of the sale of the Bonds, this Notice of Public Sale shall remain effective, except as amended by communication or other amendment communicated to potential bidders.

If bids are not taken on [_____, 2025], or if all bids are rejected on [_____, 2025], the City may reoffer the Bonds for sale at any time thereafter.

BASIS OF AWARD: Subject to the sale reservations and limitations set forth herein, the Bonds will be sold to the responsible bidder making the best bid therefor. The best bid(s) will be determined by computing the actuarial yield on the Bonds (i.e., using an actuarial or true interest cost method) for each bid received. "True interest cost" on the Bonds as used herein means that yield which if used to compute the present worth as of the estimated delivery date of the Bonds of all payments of principal and interest to be made on such series of the Bonds from the estimated delivery date to their respective maturity dates (or mandatory sinking fund redemption dates), using the interest rates specified in the bid and the principal amounts specified in the Maturity Schedule, produces an amount equal to the principal amount of the Bonds, less any discount or plus any premium bid. All interest calculations and the calculation of the best bid shall be based on a 360-day year and a semiannual compounding interval. If an award is made, it will be made to the bidder whose bid results in the lowest true interest cost, i.e., to the bidder making the bid resulting in the lowest true interest cost on the Bonds. If two or more equal bids for the Bonds are received and such equal bids are the best bids received, the City will determine which bid will be accepted.

TIME OF AWARD: The Council has authorized certain designated officers, on behalf of the Council, to accept the best responsible bid for the purchase of the Bonds, and to accept such bid, for and in the name of the City, by notice to the winning bidder. The City will award the Bonds or reject all bids not later than 24 hours after the expiration of the time herein specified for the receipt of bids unless such time of award is waived by the winning bidder.

MANNER AND TIME OF DELIVERY: [The good faith deposit of the winning bidder will be credited to the winning bidder against the purchase price of the Bonds at the time of delivery of the Bonds (without accruing interest). If the winning bidder for the Bonds fails or

neglects to complete the purchase of the Bonds when the Bonds are made ready and are tendered for delivery, the amount of this good faith deposit will be forfeited (as liquidated damages for noncompliance with the bid) to the City, except as hereinafter provided.] In that event, the Council may reoffer the Bonds for sale as provided by law. The purchaser will not be required to accept delivery of any of the Bonds if they are not tendered for delivery within 60 days from the date herein stated for opening bids. [If the Bonds are not so tendered within said period of time, the good faith deposit, if any, will be returned to the purchaser upon its request (without accruing interest).] The City contemplates, however, effecting delivery of the Bonds to the purchaser through DTC on or about [_____, 2025].

PAYMENT: The winning bidder or bidders will be required to make payment of the balance due for the Bonds at a bank or trust company designated by the Director of Finance. Payment of the balance of the purchase price due at delivery must be made in Federal Reserve Funds or other funds acceptable to the City for immediate and unconditional credit to the City. The Bonds will be delivered at the office of The Depository Trust Company in New York, New York, on confirmation by the City of receipt of the balance of the purchase price.

CUSIP NUMBERS: CUSIP numbers will be ordered by the Financial Advisor and will be paid for by the City as a cost of issuance. CUSIP numbers will be printed on the Bonds. If a wrong number is imprinted on any Bond or if a number is not printed thereon, any such error or omission will not constitute cause for the winning bidder to refuse delivery of any Bond.

OFFICIAL STATEMENT: The City has prepared the Preliminary Official Statement, which is deemed by the City to be final as of its date for purposes of allowing bidders to comply with Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the “Rule”), except for the omission of certain information as permitted by the Rule. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement, as defined below.

Copies of the Preliminary Official Statement and other information concerning the City and the Bonds may be obtained prior to the sale from the sources listed under “INFORMATION” below.

The City will, as soon as practicable after the award of the Bonds to the winning bidder, update the information contained in the Preliminary Official Statement to the date of the award, and such updated Preliminary Official Statement will constitute the “Final Official Statement” relating to the Bonds. The City authorizes the winning bidder to distribute the Final Official Statement in connection with the offering of the Bonds. The City will provide to the winning bidder an amount not to exceed 20 copies of the Final Official Statement on or before the seventh business day following the date of the award of the Bonds to the winning bidder. The winning bidder may obtain additional copies of the Final Official Statement at its expense. The Final Official Statements will be delivered to the winning bidder at the offices of the Financial Advisor at the address listed below (see “INFORMATION” herein). If the winning bidder fails to pick up the Final Official Statements at the offices of the Financial Advisor, the Final Official Statements will be forwarded to the winning bidder by mail or another delivery service mutually agreed to between the winning bidder and the Financial Advisor.

For a period beginning on the date of the Final Official Statement and ending 25 days following the date the winning bidder shall no longer hold for sale any of the Bonds, if any event concerning the affairs, properties or financial condition of the City shall occur as a result of which it is necessary to supplement the Final Official Statement in order to make the statements therein, in light of the circumstances existing at such time, not misleading, the City shall notify the winning bidder of any such event of which the Director of Finance has actual knowledge and, at the request of the winning bidder, shall cooperate fully in preparation and furnishing of any supplement to the Final Official Statement necessary, in the reasonable opinion of the City and the winning bidder, so that the statements therein as so supplemented will not be misleading in the light of the circumstances existing at such time.

SECONDARY MARKET DISCLOSURE UNDERTAKING: Pursuant to Securities and Exchange Commission Rule 15c2-12, the City will undertake to provide notice of the occurrence of certain listed events. A form of the undertaking is set forth as an appendix to the Preliminary Official Statement.

TRANSCRIPT AND LEGAL OPINION: The validity and enforceability of the Bonds will be approved by Butler Snow LLP, Denver, Colorado, as Bond Counsel. The purchaser will receive a transcript of legal proceedings, which will include, among other documents:

- A certificate executed by officials of the City stating that there is no litigation pending affecting the validity of the Bonds as of the date of their delivery;
- A certificate executed by the Director of Finance or other authorized official of the City stating that, to the best of such person's knowledge, the Final Official Statement as of its date did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements made in the Final Official Statement, in the light of the circumstances under which they were made, not misleading, subject to the condition that while information in the Final Official Statement obtained from sources other than the City is not guaranteed as to accuracy, completeness, or fairness, such person has no reason to believe and does not believe that such information is materially inaccurate, incomplete, or misleading, and that, to the best of such person's knowledge, since the date of the Final Official Statement no event has occurred which would cause the Final Official Statement as of the date of the delivery of the Bonds to contain any untrue statement of a material fact or to omit to state any material fact necessary to make the statements made in the Final Official Statement, in the light of the circumstances under which they were made, not misleading (provided that, if between the date of the public sale of the Bonds and the date of delivery of the Bonds, any event should occur or be discovered which would cause the Final Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the purchaser thereof, and if in the opinion of the City or the purchaser such

event requires the preparation and publication of a supplement or amendment to the Final Official Statement, the City, at its sole expense, will supplement or amend the Final Official Statement in a form and in a manner approved by the purchaser and by Butler Snow LLP, Denver, Colorado, as Special Counsel to the City);

- The opinion of Butler Snow LLP as to the validity, enforceability and tax-exempt status of interest on the Bonds, a form of which is set forth as Appendix D to the Preliminary Official Statement.

GOVERNING LAW AND VENUE: This Notice of Public Sale and the contract formed when the City accepts the winning bid is governed by the laws of the State of Colorado without regard to choice of law analysis. By submitting a bid, each bidder consents to the exclusive jurisdiction of any court of the State of Colorado located in either Adams or Jefferson County or the United States District Court for the State of Colorado for the purpose of any suit, action or other proceeding arising under this Notice of Public Sale, and each bidder hereby irrevocably agrees that all claims in respect of any such suit, action or proceeding may be heard and determined by such court. Each bidder further agrees that service of process in any such action commenced in such state or federal court shall be effective on such bidder by deposit of the same as registered mail addressed to the bidder at the address set forth in the bid submitted by the bidder.

INFORMATION: This Notice of Public Sale, the Preliminary Official Statement, the official bid form and other information concerning the City and the Bonds may be obtained from the Director of Finance, City of Arvada, 8101 Ralston Road, Arvada, Colorado 80002, phone (720) 898-7123 or from the Financial Advisor, Stifel, Nicolaus & Company, Incorporated, 1401 Lawrence Street, Suite 900, Denver, Colorado, 80202, phone (303) 291-5362.

Dated [_____, 2025].

/s/

Director of Finance

EXHIBIT A

**CITY OF ARVADA, COLORADO
WASTEWATER ENTERPRISE REVENUE BONDS
SERIES 2025 - \$[PAR]***

(FOR USE WHEN COMPETITIVE SALE REQUIREMENTS ARE SATISFIED)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Bonds”).

1. *Reasonably Expected Initial Offering Price.*

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.¹

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. *Defined Terms.*

(a) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

*Subject to change.

¹ Treas. Reg. §1.148-1(f)(3)(i)(B) requires that all bidders have an equal opportunity to bid to purchase bonds. If the bidding process affords an equal opportunity for bidders to review other bids prior to submitting their bids, then this representation should be modified to describe the bidding process.

(c) ***Sale Date*** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [_____, 2025].

(d) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Butler Snow LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

Dated: [_____, 2025]

**CITY OF ARVADA, COLORADO
WASTEWATER ENTERPRISE REVENUE BONDS
SERIES 2025 - \$[PAR]***

**(FOR USE WHEN COMPETITIVE SALE REQUIREMENTS ARE NOT SATISFIED
TO BE ADJUSTED BY BOND COUNSEL AS APPLICABLE)**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] [“[SHORT NAME OF UNDERWRITER]”][the “Representative”)], on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

(1) ***[If all maturities satisfy the 10% test on the sale date:] Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A. ***[If only some of the maturities satisfy the 10% test on the sale date:]*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

(2) ***Initial Offering Price of the [Bonds]/[Hold-the-Offering-Price Maturities].***

(a) ***[If all maturities use hold-the-offering-price rule:]***[SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B. ***[If selected maturities use hold-the-offering-price rule:]***[SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) ***[If all maturities use hold-the-offering-price rule:]***As set forth in the Notice of Sale and bid award, [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Bonds, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is

* Subject to Change

higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. ***[If selected maturities use hold-the-offering-price rule:]***[s set forth in the Notice of Sale and bid award, [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

(3) ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([_____, 2025]), or (ii) the date on which [SHORT NAME OF UNDERWRITER][the Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) ***Issuer*** means the City of Arvada, Colorado.

(e) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) ***Sale Date*** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [_____, 2025].

(h) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to

participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDERWRITING FIRM][the Representative's] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Butler Snow LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[Signature Page Follows]

[UNDERWRITER][REPRESENTATIVE]

By: _____

Name: _____

Dated: [_____, 2025]

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

92800128.v2

PAYING AGENT AGREEMENT

THIS AGREEMENT, dated as of [CLOSING DATE, 2025], is by and between the City of Arvada, Colorado (the “City”), and UMB Bank, n.a., in Denver, Colorado (the “Bank”).

WITNESSETH:

WHEREAS, by an ordinance of the City Council of the City duly adopted on May 20, 2025 (the “Bond Ordinance”), the City has authorized the issuance of the City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2025 (the “Bonds”) in the aggregate principal amount of \$[PAR]; and

WHEREAS, it is mutually desirable to the City and the Bank that the Bank, through its Corporate Trust and Escrow Services Department, act as Paying Agent (as defined in the Bond Ordinance) for the Bonds; and

WHEREAS, it is mutually desirable that this agreement (this “Agreement”) be entered into between the City and the Bank to provide for certain aspects of such Paying Agent services.

NOW, THEREFORE, the City and the Bank, in consideration of the mutual covenants herein contained, agree as follows:

1. Unless otherwise provided, capitalized terms used but not defined herein have the meanings given thereto in the Bond Ordinance.

2. The Bank hereby accepts all duties and responsibilities of the Paying Agent as provided in the Bond Ordinance and in this Agreement. The Bank shall cause the Bonds to be honored in accordance with their terms, provided that the City causes to be made available to the Bank all funds necessary in order to so honor the Bonds. Nothing in this Agreement shall require the Bank to pay or disburse any funds in excess of the amount then on deposit in the “Principal and Interest Payment Account” provided for in Section 3 of this Agreement. Nothing in this Agreement shall require the City to pay or disburse any funds for payment of the Bonds or interest thereon except at the times and in the manner provided herein, in the Bond Ordinance and the Sale Certificate authorized by the Bond Ordinance (the “Sale Certificate”). In addition, the Bank hereby accepts the duties and responsibilities pertaining to the authentication, registration, transfer, exchange, and replacement of the Bonds, and the duties and responsibilities pertaining to calling the Bonds for prior redemption, all as provided in the Bond Ordinance.

3. Not less than (a) one Business Day prior to each payment date, if funds are delivered by wire transfer, or (b) three Business Days prior to each payment date, if funds are delivered by another method of payment, funds for the payment of the Bonds and interest thereon are to be deposited by the City with the Bank in an account designated “Principal and Interest Payment Account.” The funds so deposited shall be held and applied by the Bank through its Corporate Trust and Escrow Services Department solely for the payment of principal of and interest on the Bonds. From such funds, the Bank agrees to pay at the times and in the manner provided in the Bond Ordinance and the Sale Certificate, the principal of and interest on the Bonds. In the event a payment date is not a Business Day, the Bank shall make the principal and/or interest payment on the following Business Day with the same effect as if it had been made on the date scheduled for such payment. The Bank shall not be required to invest or to pay interest on any funds of the City for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

4. There is hereby created and established with the Bank a trust fund to be designated “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2025, Costs of Issuance Fund” (the “Costs of Issuance Fund”). Into such Costs of Issuance Fund there shall be deposited \$[COI] of the proceeds of the Bonds, which shall be applied to pay the costs of issuance of the Bonds. The Bank is hereby directed to pay the costs of issuance to the parties and in the amounts listed in a copy of the closing memorandum provided by Stifel, Nicolaus & Company, Incorporated, which summarizes the approved costs of issuance to be paid, upon presentation of an invoice from each party for the listed amount. Any discrepancies will be approved by the Director of Finance prior to payment of the expense. Moneys held as part of the Costs of Issuance Fund shall remain uninvested. Any amounts remaining in the Costs of Issuance Fund 90 days after closing shall be transferred to the City subject to written confirmation from the City to the Bank that all costs of issuance have been paid.

5. The City shall pay, solely from Pledged Revenues, to the Bank fees in accordance with its then existing fee schedule and reimburse the Bank for its out-of-pocket and extraordinary expenses incurred in connection with its duties under this Agreement (including without limitation, legal fees and expenses), subject to specific appropriation therefor by the City Council. Attached to this Agreement as Exhibit A is the Bank’s current fee schedule. No new fee

schedule shall become effective until 30 days after the Bank has given the City written notice thereof.

6. Unless waived by the Bank, the City agrees to provide the Bank with not less than 45 days' notice of any prior redemption of the Bonds.

7. The Bank agrees to annually notify the City, in writing, of the City's obligation to file its Annual Report (as such term is defined in the Continuing Disclosure Certificate dated [CLOSING DATE, 2025], relating to the issuance of the Bonds), at least 30 but not more than 60 days prior to the date on which the Annual Report is required to be filed pursuant to the terms of the Continuing Disclosure Certificate. The Bank shall have no further obligation or duty relating to the City's obligation under the Continuing Disclosure Certificate other than the provision of the notice as required by this Section. The Bank shall not be held liable for failure to provide such notice nor for the City's failure to comply with such requirements.

8. At least 30 but not more than 60 days prior to [CLOSING DATE, 2030], [CLOSING DATE, 2035], [CLOSING DATE, 2040], [CLOSING DATE, 2045], [CLOSING DATE, 2050], [CLOSING DATE, 2055], and on the date on which the last Bond is discharged, the Bank shall send written notice to the City stating that the City must: (i) compute the amount of rebatable arbitrage, if any, which is due to the federal government pursuant to Sections 103 and 148(f) of the Internal Revenue Code of 1986, as amended, and (ii) pay such amount no later than 60 days from [CLOSING DATE, 2030], [CLOSING DATE, 2035], [CLOSING DATE, 2040], [CLOSING DATE, 2045], [CLOSING DATE, 2050], [CLOSING DATE, 2055] and on the date on which the last Bond is discharged. The Bank shall have no further obligation or duty related to the City's requirements under Sections 103 and 148(f) of the Internal Revenue Code of 1986 other than providing the notice required by this Section. The Bank shall not be held liable for failure to provide such notice nor for the City's failure to comply with such requirements.

9. Any moneys held by the Bank for the owners of the Bonds remaining unclaimed for one year after principal and/or interest of the respective Bonds with respect to which such moneys have been set aside have become due and payable shall without further request by the City be paid to the City without liability for interest thereon. If funds are returned to the City, the City and the Bank agree that the registered owner of such Bond shall thereafter look only to the City for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

10. This Agreement may be terminated as provided in the Bond Ordinance.

11. In the event of any conflict between the provisions of this Agreement and the provisions of the Bond Ordinance, the provisions of the Bond Ordinance shall be controlling.

12. At any time, the Bank may apply to the City for instructions and may consult counsel for the City or nationally recognized bond counsel with respect to any matter arising in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in accordance with such instructions or upon the advice or opinion of such counsel. The Bank may conclusively rely and shall be protected in acting upon any paper or document believed by it in good faith to be genuine and to have been signed by any authorized officer of the City and shall not be held to have notice of any change of authority of any authorized officer until receipt by it of written notice thereof by the City. The Bank shall also be protected in recognizing Bonds that it reasonably believes bear the manual or facsimile signatures of the authorized officers of the City. The Bank shall not be responsible, for any reason, for any action taken or omitted to be taken by it in good faith in connection with this Agreement or any of the Bonds except for its own negligence, willful misconduct or bad faith in the performance of any duty to be performed by the Bank hereunder.

13. Any company or national banking association into which the Bank may be merged or converted or with which it may be consolidated or any company or national banking association resulting from any merger, conversion or consolidation to which it shall be a party or any company or national banking association to which the Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible, shall be the successor to the Bank without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

14. This Agreement is governed by the laws of the State of Colorado, without regard to choice of law analysis. The parties consent to the exclusive jurisdiction of any court of the State of Colorado located in Adams or Jefferson County or the United States District Court for the District of Colorado for the purpose of any suit, action or other proceeding arising under this Agreement, and the parties hereby irrevocably agree that all claims in respect of any such suit, action or proceeding may be heard and determined by such court.

15. The parties agree that any individual or individuals who are authorized to execute or consent to this Agreement on behalf of the City or the Bank are hereby authorized to

execute this Agreement electronically via facsimile or email signature. This agreement by the parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Agreement shall carry the full legal force and effect of any original, handwritten signature.

16. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

17. In order to comply with provisions of the USA PATRIOT Act of 2001, or the Foreign Account and Tax Compliance Act, either as amended from time to time, the Bank may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

18. The Bank may at any time resign as Paying Agent by giving written notice to the City of such intention on its part, specifying the date on which its desired resignation shall become effective; provided, however, that such date shall not be less than 30 days after the giving of such notice by the Paying Agent to the City. In the event of resignation by the Bank, if a successor Paying Agent has not been appointed by the City within 60 days after the giving of notice by the Bank of its intention to resign, the Bank may, at the expense of the City, petition any court of competent jurisdiction for appointment of a successor Paying Agent.

[Signature Page Follows]

IN WITNESS WHEREOF, the Bank and the City have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CITY OF ARVADA, COLORADO

(SEAL)

Mayor

ATTESTED:

City Clerk

UMB BANK, N.A., as Paying Agent

By _____
Vice President

EXHIBIT A

(Attach Bank Fee Schedule)

92800117.v2

91365798.v4



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.2.**

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

SUBJECT: CB25-010, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2025 (Public Hearing to be set for May 20, 2025 at 6:00 pm)

Report in Brief

The Infrastructure Work System has been updating financial strategies to support Utilities infrastructure. The financial strategies include plans to issue a bond for water infrastructure. Recent Water Fund planning documents have identified projects required to reinvest in existing infrastructure and to add capacity for planned development. The team is requesting that the City Council authorize the issuance of revenue bonds to fund these projects.

The Arvada team recommends that the City Council approve CB25-010, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2025.

Financial Impact

If approved by the City Council, the bond issue will increase the Water Enterprise Revenue debt by no more than \$105 million with annual payments no greater than \$7 million for 30 years and a total maximum repayment cost no greater than \$195 million. The source of the payments (principal and interest on the bonds) is revenue from water customers along with system development charges.

Background

The City's Infrastructure team continues to request City Council's authority to implement operational and infrastructure-related projects as part of our ongoing commitment to provide reliable water, sewer, and stormwater drainage services to our community. Over the past several years, the team has provided information and updates to the Council, including annual budgets and workshops related to the needs of the water, sewer, and stormwater systems. This work supports the 2024-2030 City Council Strategic Plan that calls for the Infrastructure Work System to provide the community with a safe, resilient, high-quality water supply, drainage system, wastewater disposal, and solid waste management services, including the maintenance of utility rates at the lowest practical levels.

During the 2024 process for 2025 water and sewer rate/fee adoption discussions, the City team presented a series of scenarios to City Council that would fund different levels of capital projects for each Fund. City Council adopted a scenario for the Water Fund that included the ability to pay the principal and interest associated with a debt issuance to fund a number of capital improvement projects related to both the repair/replacement of aging infrastructure and projects that are needed for planned City development.

The Water Enterprise fund issued \$50 million of revenue bonds in 2022 to fund a combination of repair/replacement and growth-related projects, including water line replacement projects, repairs to processes at the Ralston Water Treatment Plant, a Corrosion Control Study ahead of the City's Lead Service Line Replacement Program, a portion of the AMI Smart Meter program, and a portion of the City's participation in Denver Water's Gross Reservoir Expansion Project. The City team has been hard at work over the last two and a half years spending these funds, and is poised to spend the majority of the funds by the end of 2025. Additional debt issued in 2025 will provide funds to continue some of these projects, and fund others that have been on the City team's planning horizon, which City Council has authorized for implementation.

Using bond funds to pay for large infrastructure that has a long life (20 to 50+ years) ensures intergenerational equity for our customers. This means that because most bonds have a 20-30 year term, all customers who benefit from the completed projects, whether they live in the city now or will move here in the near future, will pay for them.

Revenue for bond payments will come from a combination of rates, fees, and system development charges. Rates and fees will pay for the portion of the bond that is related to reinvestment, and system development charges will pay for the portion of the bond that is related to capacity.

Discussion

The Infrastructure Work System section of City Council's current Strategic Plan directs the City team to maintain the City's foundational facilities for our current and future community members, while also developing and implementing sustainable financial strategies. In order to implement the projects needed to meet these goals, the City team developed financial strategies that include adjustments to rates, bimonthly service fees, system development charges, and issuance of bonds. This funding is critical to supporting the projects identified to meet the Strategic Plan goals so that our customers will continue to have reliable water service and that the City's infrastructure has the capacity to support planned development.

The current 10-year capital plan for water includes major reinvestment in existing water treatment infrastructure, design and construction of a replacement water treatment plant, major reinvestment in distribution lines, and the completion of the Gross Reservoir Expansion project. To fund these phases of this work for the years 2025-2027, the City team is recommending a not-to-exceed par amount of a \$90 million bond issue in 2025. Using bonds is a best management practice for funding major infrastructure and will support the INF1 and INF8 Strategic Plan goals.

The Water Enterprise fund issued approximately \$50 million in revenue bonds in 2022. In order to support bond payments, adjustments to rates, fees, and system development charges were required to raise additional revenue. The 2025 rates/fees adopted by City Council provide sufficient revenues to pay the principal and interest payments for the proposed 2025 bond issue. Rates and fees will pay for the portion of costs associated with reinvestment, and system development charges will pay the portion related to added capacity for planned development. This approach ensures that growth pays for itself, and at the same time, existing customers pay for reinvestment in aging infrastructure.

Approving this ordinance will support the 2025 financial strategies discussed with City Council in 2024 and earlier this year. The strategies support implementation of the repair/replacement and growth-related projects in our community, supporting reliable, safe drinking water for the community for decades to come.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

This request aligns with the following services within the Infrastructure Work System of the City Council Strategic Plan:

INF1: Provides the community with a safe, resilient, high-quality water supply, drainage system, wastewater disposal, and solid waste management services for full city build-out, as defined by the Comprehensive Plan. This includes maintaining utility rates at lowest practical levels with accurate billing that supports robust and reliable infrastructure.

INF7: Ensures compliance with federal and state regulations including environmental laws and Americans with Disabilities Act.

INF8: Develops and implements aligned infrastructure master plans and sustainable financial strategies.

Alternative Courses of Action

1. City Council could choose to approve this bond issuance request for the Water Fund. The City team recommends this option, as the proceeds from the recommended bond will allow the City team to implement a number of repair/replacement and growth-related projects for planned development.
2. City Council could choose not to authorize this bond issuance request. The City team does not recommend this option, as the recommended bond proceeds will allow the City team to implement a number of repair/replacement and growth-related projects for planned development. Without these funds, the City team will be unable to implement projects that will support the Water System.

Recommendation for Action

The Arvada team recommends that the City Council approve Alternative No. 1.

Suggested Motion:

I move that CB25-010, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2025, be (approved on first reading, ordered published in full, and a public hearing set for May 20, 2025 at 6:15 p.m.) (rejected).

Prepared by:
Christine Gray, Utilities Business Manager

Reviewed by:

Approved by:

Jacqueline Rhoades, Director of Infrastructure	4/18/2025
Bryan Archer, Director of Finance	4/21/2025
Tammy Hedlund, Legal Specialist	4/21/2025
Jessica Morales, Assistant City Attorney	4/21/2025
Don Wick, Deputy City Manager	4/22/2025
Rachel Morris, City Attorney	4/22/2025
Linda Haley, Acting City Manager	4/22/2025

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 25-010
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF ARVADA,
COLORADO, WATER ENTERPRISE REVENUE BONDS, SERIES 2025

WHEREAS, the City of Arvada (the “City”) is a municipal corporation and political subdivision of the State of Colorado (the “State”) duly organized and existing under the City’s home rule charter (the “Charter”) adopted pursuant to Article XX of the Constitution of the State; and

WHEREAS, the members of the City Council of the City (the “Council”) have been duly elected or appointed and qualified; and

WHEREAS, the City now owns and operates a municipal water system (the “Water System”); and

WHEREAS, the Council has determined and hereby determines that the Water System constitutes an enterprise pursuant to Article X, Section 20 of the Colorado Constitution (“TABOR”) and Title 37, Article 45.1, C.R.S. (the “Enterprise Act”); and

WHEREAS, the City is authorized by Section 11.5 of the Charter to issue bonds for the purpose of purchasing, constructing, condemning, otherwise acquiring, extending, or improving a water system provided that the bonds shall be made payable solely out of the net revenues derived from the operations of such system; and

WHEREAS, the Council proposes to extend, better, otherwise improve and equip the Water System (as more fully described herein, the “Project”); and

WHEREAS, the City is authorized by Section 11.5 of the Charter, and the Enterprise Act, to issue revenue bonds authorized by action of the Council; and

WHEREAS, the City intends to issue its “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2025” (the “Bonds”) to defray in part the costs of the Project; and

WHEREAS, the City is authorized by TABOR, the Enterprise Act and Section 11.5 of the Charter to issue the Bonds without an election; and

WHEREAS, except for the City’s Water Enterprise Revenue Bonds, Series 2022 (the “Series 2022 Bonds”), the City has not pledged nor hypothecated the revenues derived or to be derived from the operation of the Water System, or any part thereof, to the payment of any

outstanding bonds or other financial obligations or for any other purpose, with the result that the Net Pledged Revenues (defined below) may now be pledged lawfully and irrevocably for the payment of the Bonds on a parity with the Series 2022 Bonds, and the Bonds may be made payable from the Net Pledged Revenues; and

WHEREAS, the City intends to conduct a public sale of the Bonds where the Bonds will be sold to the highest and best bidders for cash and to the best advantage of the City for the purpose of defraying in whole or in part the costs of the Project in accordance with Section 11.8 of the Charter; and

WHEREAS, pursuant to Section 11-57-205, C.R.S., the City desires to delegate to the City Manager or the Director of Finance the independent power to accept a binding bid for the Bonds and to make final determinations relating to the Bonds, subject to the parameters contained in Section 213 of this Ordinance; and

WHEREAS, there are on file with the City Clerk the forms of the following documents: (i) the Notice of Sale; (ii) the Paying Agent Agreement; (iii) the Preliminary Official Statement; and (iv) the Continuing Disclosure Certificate; and

WHEREAS, it is necessary to provide for the form of the Bonds, Bond details, the payment of the Bonds, and other provisions relating to the authorization, issuance, and sale of the Bonds.

BE IT ORDAINED BY THE CITY OF ARVADA, COLORADO:

ARTICLE I
DEFINITIONS, INTERPRETATION,
RATIFICATION AND EFFECTIVE DATE

Section 101. Meanings and Construction.

A. Definitions. The terms in this Section for all purposes of this Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any other ordinance or any other document pertaining hereto, except where the context by clear implication otherwise requires, have the meanings herein specified:

“acquire” or “acquisition” means the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, grant from the Federal Government, the State, any body corporate and politic therein, or any other Person, the endowment, bequest, devise, transfer, assignment, option to purchase, other contract, or other acquisition, or any combination thereof, of any properties pertaining to the Water System, or an interest therein, or any other properties herein designated.

“Bond Counsel” means an attorney or a firm of attorneys, designated by the City of nationally recognized standing in matters pertaining to the tax status of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Bond Fund” means the special fund designated as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2025, Bond Fund” created pursuant to Section 505 hereof.

“Bond Requirements” means the principal of, any prior redemption premiums due in connection with, and the interest on the Bonds, any Parity Bonds, or other securities payable from the Net Pledged Revenues and heretofore or hereafter issued, if any, or such part of such securities as may be designated.

“Bonds” means City’s Water Enterprise Revenue Bonds, Series 2025, issued pursuant to this Ordinance.

“book-entry form” or “book-entry system” means, with respect to the Bonds, a form or system, as applicable, under which physical Bond certificates in fully registered form are registered only in the name of The Depository Trust Company or its nominee as Owner, with the physical Bond certificates “immobilized” in the custody of The Depository Trust Company. The book-entry system maintained by and the responsibility of The Depository Trust Company and not

maintained by or the responsibility of the City or the Paying Agent is the record that identifies, and records the transfer of the interests of, the owners of book-entry interests in the Bonds.

“Business Day” means a day of the year, other than a Saturday or Sunday, other than a day on which commercial banks located in the city in which the principal corporate trust office of the Paying Agent is located are required or authorized to remain closed and other than a day on which the New York Stock Exchange is closed.

“Capital Improvements” means the acquisition of land, water or water rights, easements, facilities, and equipment (other than ordinary repairs and replacements), and those property improvements or any combination of property improvements which will constitute enlargements, extensions or betterments to the Water System and will be incorporated into the Water System.

“City” means the City of Arvada, Adams and Jefferson Counties, Colorado, a municipal corporation and political subdivision of the State.

“City Clerk” means the City Clerk of the City, or his or her successor in functions, if any.

“City Manager” means the City Manager of the City, or his or her successor in functions, if any.

“Charter” means the home rule charter of the City, including all amendments thereto prior to the date hereof.

“Closing Date” means the date of delivery of and payment for the Bonds.

“Combined Maximum Annual Principal and Interest Requirements” means the largest sum of the principal of and interest on the Bonds, any Outstanding Parity Bonds and any additional Parity Bonds proposed to be issued, excluding any securities the principal of which is payable within less than one year from the date on which issued, to be paid during any one Fiscal Year for the period beginning with the Fiscal Year in which such computation is made and ending with the Fiscal Year in which any Bond or other such security last becomes due at maturity or on a Redemption Date, whichever time is later (but excluding any reserve requirement to secure such payments unless otherwise expressly provided), subject in all respects to the following, as applicable:

(1) The word “principal,” as used in this definition, means the principal which must be paid to security Owners, whether on stated maturity dates or on mandatory Redemption Dates, or otherwise.

(2) Any computation made under this definition shall be adjusted for all purposes in the same manner as is provided in Section 703 hereof.

“Commercial Bank” means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation (or any successors thereto) and of the Federal Reserve System, which has a capital and surplus of \$10,000,000 or more, and which is located within the United States of America.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate for the Bonds executed by the City.

“Costs of the Project” means all costs, as designated by the City, of the Project, or any interest therein, which cost, at the option of the City (except as may be otherwise limited by law) may include all, any one or other portion of the incidental costs pertaining to the Project, including, without limitation:

(i) All preliminary expenses or other costs advanced by the City or advanced by the Federal Government, the State or by any other Person from any source, with the approval of the Council, or any combination thereof, or otherwise;

(ii) The costs of making surveys and tests, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;

(iii) The costs of contingencies;

(iv) The costs of premiums on any builders’ risk insurance and performance bonds during the construction, installation and other acquisition of the Project, or a reasonably allocated share thereof;

(v) The costs of appraising, printing, estimates, advice, inspection, other services of engineers, architects, accountants, financial consultants, attorneys at law, clerical help and other agents and employees;

(vi) The costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Project and the issuance of the Bonds;

(vii) All costs and expenses of issuing the Bonds including, without limitation, fees of the Paying Agent, Bond Counsel, counsel to the Purchaser, counsel to the City, financial advisor, rating agencies and printers to the extent not defrayed as an Operation and Maintenance Expense;

(viii) The costs of the filing or recording of instruments and the cost of any title insurance premiums;

(ix) The costs of funding any construction loans and other temporary loans pertaining to the Project and of the incidental expenses incurred in connection with such loans;

(x) The costs of demolishing, removing, or relocating any buildings, structures, or other facilities on land acquired for the Project, and of acquiring lands to which such buildings, structures or other facilities may be moved or relocated;

(xi) The costs of machinery and equipment;

(xii) The costs of any properties, rights, easements or other interests in properties, or any licenses, privileges, agreements and franchises;

(xiii) The payment of the premium for the Insurance Policy issued by the Insurer and Reserve Fund Insurance Policy issued by the Surety Provider;

(xiv) The costs of labor, material and obligations incurred to contractors, builders and materialmen in connection with the acquisition and construction of the Project;

(xv) The costs of amending any ordinance or other instrument pertaining to the Bonds or otherwise to the Water System; and

(xvi) All other expenses pertaining to the Project.

“Council” means the City Council of the City.

“C.R.S.” means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

“Director of Finance” means the Director of Finance of the City, or his or her successor in functions, if any.

“Enterprise Act” means Title 37, Article 45.1, C.R.S., as amended.

“Events of Default” means the events stated in Section 903 hereof.

“Federal Government” means the United States of America and any agency, instrumentality or corporation thereof.

“Federal Securities” means bills, certificates of indebtedness, notes, or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America.

“Fiscal Year” means the calendar year or any other 12-month period hereafter selected by the City as its fiscal year.

“Gross Pledged Revenues” means all income from rates, fees, tolls and charges and tap fees, or any combination thereof, but not special assessments, for the services furnished by, or the direct or indirect connection with, or the use of, or any commodity from the Water System, including without limiting the generality of the foregoing, minimum charges, charges for the availability of service, disconnection fees, reconnection fees and reasonable penalties for any delinquencies, and all income or other realized gain, if any, from any investment of Gross Pledged Revenues and of the proceeds of securities payable from Net Pledged Revenues (except income or other gain from any investment of moneys held in an escrow fund or account for the defeasance of securities payable from the Net Pledged Revenues or any other similar fund) to the extent not required to be rebated to the federal government; provided however, that there shall be excluded from Gross Pledged Revenue: ad valorem property taxes; any moneys borrowed and used for providing Capital Improvements; any money and securities, and investment income therefrom, in any refunding fund, escrow account, or similar account, pledged to the payment of any bonds or other obligations; and any moneys received as grants or appropriations from the United States, the State of Colorado or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the Water System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom. Gross Pledged Revenues shall also include amounts on deposit in a rate stabilization fund. Gross Pledged Revenues excludes any refund of rates, tolls and charges due to others.

“improve” or “improvement” means the extension, reconstruction, alteration, betterment or other improvement by the construction, purchase or other acquisition of facilities, including, without limitation, appurtenant machinery, apparatus, fixtures, structures and buildings.

“Independent Accountant” means any certified public accountant, or any firm of certified public accountants, duly licensed to practice and practicing as such under the laws of the State:

- (i) Who is, in fact, independent and not under the control of the City;
- (ii) Who does not have any substantial interest, direct or indirect, with the City,

and

(iii) Who is not connected with the City as an officer or employee thereof, but who may be regularly retained to make annual or similar audits of any books or records of the City.

“Independent Engineer” means an individual, firm or corporation engaged in the engineering profession of recognized good standing and having specific experience in respect of business and properties of a character similar to those of the Water System, which individual, firm or corporation has no substantial interest, direct or indirect, in the City and in the case of an individual, is not a member of the Council, or an officer or employee of the City, and in the case of a firm or corporation, does not have a partner, director, officer or employee who is a member of the Council or an officer or employee of the City.

“Insurance Agreement” means an agreement entered into between the City and any Insurer pursuant to Section 213 of this Ordinance.

“Insurance Policy” means the municipal bond new issue insurance policy, if any, issued by the Insurer that guarantees payment of principal of and interest on the Bonds when due.

“Insurer” means the issuer of the Insurance Policy, if any, as set forth in the Sale Certificate.

“Investment Securities” means any securities or other obligations permitted as investments of moneys of the City under the laws of the State.

“Letter of Representations” means the Blanket Issuer Letter of Representations from the City to The Depository Trust Company in connection with the issuance of the Bonds in a book-entry system, as supplemented and amended from time to time.

“Mayor” means the Mayor of the City or his or her successor in functions, if any.

“Net Pledged Revenues” means the Gross Pledged Revenues remaining after the payment of the Operation and Maintenance Expenses of the Water System.

“Official Statement” means the Official Statement delivered in connection with the original issuance and sale of the Bonds.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the City, paid or accrued, of operating, maintaining and repairing the Water System as may be determined by the City, including, except as limited by contract or otherwise limited by law, without limiting the generality of the foregoing:

(a) Engineering, auditing, legal and other overhead expenses directly related and reasonably allocable to the administration, operation and maintenance of the Water System;

- (b) Insurance, surety bond and interest rate cap agreement premiums appertaining to the Water System;
- (c) The reasonable charges of any paying agent, registrar, transfer agent, depository or escrow bank appertaining to any securities payable from the Net Pledged Revenues;
- (d) Annual payments to pension, retirement, health and hospitalization funds appertaining to the Water System;
- (e) Any taxes, assessments, franchise fees or other charges or payments in lieu of the foregoing;
- (f) Ordinary and current rentals or equipment or other property;
- (g) Contractual services, professional services, salaries, administrative expenses and costs of labor appertaining to the Water System, the cost of water purchased for delivery through the Water System and the cost of materials and supplies used for current operation or routine maintenance or repair of the Water System;
- (h) The costs incurred in the billing and collection of all or any part of the Gross Pledged Revenues;
- (i) Any costs of utility services furnished to the Water System by the City or otherwise;
- (j) Any other such expenses considered by the City in determining the amount of water rates, fees, tolls and charges imposed for operation and maintenance; and
- (k) Expenses in connection with the issuance of bonds or other securities evidencing any loan to the City and payable from Gross Pledged Revenues.

“Operating Expenses” do not include:

- (a) Any allowance for depreciation;
- (b) Any costs of improvement, extension or betterment that qualify as capital items in accordance with generally accepted accounting principles;
- (c) Any accumulation of reserves for capital replacements;
- (d) Any reserves for operation, maintenance or repair of the Water System;
- (e) Any allowance for the redemption of any bonds or other securities payable from the Net Pledged Revenues or the payment of any interest thereon;
- (f) Any liabilities incurred in the acquisition of any facilities constituting part of the Water System; and

(g) Any other ground of legal liability not based on contract.

“Ordinance” means this ordinance of the City, which provides for the issuance and delivery of the Bonds.

“Outstanding” when used with reference to the Bonds, the Parity Bonds, or any other designated securities and as of any particular date means all the Bonds, the Parity Bonds, or any such other securities payable from the Net Pledged Revenues or otherwise pertaining to the Water System, as the case may be, in any manner theretofore and thereupon being executed and delivered:

(i) Except any Bond, Parity Bond, or other security canceled by the City, by any paying agent, or otherwise on the City’s behalf, at or before such date;

(ii) Except any Bond, Parity Bond, or other security deemed to be paid as provided in Section 1201 hereof or any similar provision of the ordinance authorizing the issuance of such other security; and

(iii) Except any Bond, Parity Bond, or other security in lieu of or in substitution for which another Bond, Parity Bond or other security shall have been executed and delivered pursuant to Sections 305, 306 or 1008 hereof or any similar provisions of the ordinance authorizing the issuance of such other security.

“Owner” means the registered owner of any designated Bond, Parity Bond, or other designated security.

“Parity Bonds” means the Series 2022 Bonds and any securities hereafter issued payable from and having an irrevocable lien upon the Net Pledged Revenues on a parity with the Bonds.

“Parity Bond Ordinances” means the Series 2022 Bond Ordinance and any ordinances or agreements hereafter entered into by the City with respect to or authorizing the issuance of Parity Bonds.

“Paying Agent” means UMB Bank, n.a., in Denver, Colorado, being an agent of the City for the payment of the Bond Requirements due in connection with the Bonds, the registrar for the Bonds and for other administration of moneys pertaining to the Bonds and includes any successor Commercial Bank as paying agent.

“Paying Agent Agreement” means the Paying Agent Agreement between the City and the Paying Agent.

“Person” means a corporation, firm, other body corporate (including, without limitation, the Federal Government, the State, or any other body corporate and politic other than the City),

partnership, limited liability company, association or individual, and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

“Policy Costs” means repayment of draws under the Reserve Fund Insurance Policy, if any, plus all related reasonable expenses incurred by the Surety Provider, plus accrued interest thereon.

“Preliminary Official Statement” means the Preliminary Official Statement delivered in connection with the original issuance and sale of the Bonds.

“Project” means the acquisition, construction and installation of Capital Improvements to the Water System, the cost of which is to be defrayed with a portion of the proceeds of the Bonds.

“Project Fund” means the special fund designated as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2025, Project Fund” created pursuant to Section 401 hereof.

“Purchaser” means the original purchaser of the Bonds as specified in the Sale Certificate.

“Rating Agency” means each nationally recognized securities rating agency then maintaining a rating on the Bonds.

“Rebate Fund” means the special fund designated as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2025, Rebate Fund” created pursuant to Section 509 hereof.

“Record Date” means the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding an interest payment date.

“Redemption Date” means the date fixed for the redemption prior to their respective maturities of any Bonds or other designated securities payable from Net Pledged Revenues in any notice of prior redemption or otherwise fixed and designated by the City.

“Reserve Fund” means the special fund designated as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2025, Reserve Fund” created pursuant to Section 506 hereof.

“Reserve Fund Insurance Policy” means any insurance policy, surety bond, irrevocable letter of credit or similar instrument deposited in or credited to the Reserve Fund in lieu of or in partial substitution for moneys on deposit therein.

“Reserve Fund Requirement” if any, has the meaning ascribed to such term in the Sale Certificate.

“Sale Certificate” means the sale certificate of the City relating to the Bonds issued pursuant to the Supplemental Public Securities Act and described in Section 213 hereof.

“Series 2022 Bond Ordinance” means Ordinance No. 4825 adopted by the Council on November 7, 2022, authorizing the issuance of the Series 2022 Bonds.

“Series 2022 Bonds” means City’s Water Enterprise Revenue Bonds, Series 2022, issued pursuant to the Series 2022 Bond Ordinance.

“Special Record Date” means the record date for determining ownership of the Bonds for purposes of paying accrued but unpaid interest, as such date may be determined pursuant to this Ordinance.

“State” means the State of Colorado.

“Subordinate Securities” means securities or other obligations payable from the Net Pledged Revenues subordinate and junior to the lien thereon of the Bonds and any Parity Bonds.

“Supplemental Public Securities Act” means Part 2 of Article 57 of Title 11, C.R.S., as amended.

“Surety Provider” means the Insurer or any other entity issuing a Reserve Fund Insurance Policy with respect to the Bonds.

“Tax Code” means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and the regulations promulgated thereunder.

“Tax Compliance Certificate” means one or more federal tax compliance certificates executed by the City in connection with the initial issuance and delivery of the Bonds.

“Term Bonds” means Bonds that are payable on or before their specified maturing dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

“Trust Bank” means a Commercial Bank which is authorized to exercise and is exercising trust powers located within or without the State, and also means any branch of the Federal Reserve Bank.

“Water Enterprise Fund” means the special fund maintained by the City and designated as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Water Enterprise Fund.”

“Water System” means the City’s system for the collection, treatment and discharge of water and consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City, whether situated within or without the City boundaries, used in connection with such system of the City, and in any way appertaining thereto, including all present or future

improvements, extensions, enlargements, betterments, replacements or additions thereof or thereto and administrative facilities

Section 102. Parties Interested Herein. Nothing herein expressed or implied confers any right, remedy or claim upon any Person, other than the City, the Council, the Paying Agent, the Insurer, the Surety Provider, the Owners of the Bonds and the Owners of any Parity Bonds or other securities payable from the Net Pledged Revenues when reference is expressly made thereto. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Council, the Paying Agent, the Insurer, the Surety Provider, the Owners of the Bonds and the Owners of any such other securities in the event of such a reference.

Section 103. Ratification; Approval of Documents. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council, the officers, employees and agents of the City and otherwise taken by the City directed toward the Project and the sale and delivery of the Bonds for such purposes, be, and the same hereby is, ratified, approved and confirmed.

Section 104. Repealer. All bylaws, orders, resolutions and ordinances or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any such bylaw, order, resolution or ordinance, or part thereof, heretofore repealed. All rules of the Council, if any, which might prevent the final passage and adoption of this Ordinance are hereby suspended.

Section 105. Severability. If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Section 106. Ordinance Irrepealable. After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the City and the Owner or Owners of the Bonds and this Ordinance shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled, and discharged, except as herein otherwise provided.

Section 107. Conclusive Recitals. Pursuant to Section 11-57-210 of the Supplemental Public Securities Act, the Bonds shall contain a recital that they are issued pursuant to the

Supplemental Public Securities Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

Section 108. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Public Securities Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the City in connection with the authorization or issuance of the Bonds, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the authorization of the Bonds.

ARTICLE II

DETERMINATION OF THE CITY'S AUTHORITY AND OBLIGATIONS; APPROVAL OF RELATED DOCUMENTS; AND ELECTION TO APPLY SUPPLEMENTAL PUBLIC SECURITIES ACT TO THE BONDS

Section 201. Authorization. The Bonds are issued in accordance with the Constitution and laws of the State, the Charter and the provisions of this Ordinance, specifically the Supplemental Public Securities Act; Title 37, Article 45.1, C.R.S., and all other laws of the State thereunto enabling. For the purpose of defraying the Costs of the Project, the City hereby authorizes the Bonds to be issued in the aggregate principal amount provided in the Sale Certificate as approved by the Mayor, the City Manager or the Director of Finance, subject to the parameters and restrictions contained in this Ordinance.

Section 202. Bonds Equally Secured. The covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Owners of any and all of the Outstanding Bonds and any Outstanding Parity Bonds heretofore or hereafter authorized and issued, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of such securities over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

Section 203. Special Obligations. All of the Bond Requirements of the Bonds and the Policy Costs shall be payable and collectible solely out of the Net Pledged Revenues which revenues are so pledged; the Owner or Owners of the Bonds, the Insurer, and the Surety Provider may not look to any general or other fund for the payment of the Bond Requirements or the Policy Costs, except the herein designated special funds pledged therefor; the Bonds and the Policy Costs shall not constitute an indebtedness or a debt within the meaning of any constitutional, or statutory provision or limitation; and the Bonds and the Policy Costs shall not be considered or held to be

general obligations of the City but shall constitute its special obligations. No statutory, Charter, or constitutional provision enacted after the issuance of the Bonds shall in any manner be construed as limiting or impairing the obligation of the City to comply with the provisions of this Ordinance or to pay the Bond Requirements of the Bonds and the Policy Costs as herein provided.

Section 204. Character of Agreement. None of the covenants, agreements, representations and warranties contained herein or in the Bonds shall ever impose or shall be construed as imposing any liability, obligation or charge against the City (except the special funds pledged therefor), or against its general credit, or as payable out of its general fund or out of any funds derived from taxation or out of any other revenue source (other than those pledged therefor).

Section 205. No Pledge of Property. The payment of the Bonds and the Policy Costs is not secured by an encumbrance, mortgage or other pledge of property of the City, except for the Net Pledged Revenues and other moneys pledged for the payment of the Bond Requirements of the Bonds. No property of the City, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds or the Policy Costs.

Section 206. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or the Policy Costs or for any claim based thereon or otherwise upon this Ordinance or any other ordinance pertaining hereto, against any individual member of the Council or any officer, employee or other agent of the City, past, present or future, either directly or indirectly through the Council, or the City, or otherwise, whether by virtue of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as part of the consideration of their issuance specially waived and released.

Section 207. Authorization of the Project. The Council, on behalf of the City, does hereby determine to undertake the Project, which is hereby authorized, and the proceeds of the Bonds shall be used therefor.

Section 208. Enterprise Status. The Council, on behalf of the City, hereby confirms its determination that the Water System is an “enterprise” for the purposes of Article X, Section 20 of the State Constitution and the Enterprise Act.

Section 209. Sale of Bonds. The Bonds shall be sold by competitive sale to the Purchaser. Pursuant to the Supplemental Public Securities Act, the Council hereby delegates to the Mayor, the City Manager or the Director of Finance the authority to accept a binding bid for

the Bonds, to execute the proposal for the purchase of the Bonds submitted by the Purchaser and to execute the Sale Certificate confirming the bond details.

Section 210. Official Statement. The preparation and use of the Preliminary Official Statement and of the final Official Statement are hereby authorized. The Mayor, the City Manager, or the Director of Finance is hereby authorized to approve, on behalf of the City, the Official Statement, in substantially the form of the Preliminary Official Statement with such changes as are hereafter approved by the Mayor, the City Manager or the Director of Finance. The execution of the Official Statement by the Mayor, the City Manager, or the Director of Finance shall be conclusively deemed to evidence the approval of the form and contents thereof by the City.

Section 211. Paying Agent. The Council hereby determines to approve the Paying Agent Agreement in substantially the form as is on file with the City Clerk. The Paying Agent may resign at any time on 30 days' prior written notice to the City. The City may remove the Paying Agent upon 30 days' prior written notice to the Paying Agent. If the Paying Agent appointed thereunder shall resign, or if the City shall determine to remove the Paying Agent, then the City may appoint a successor Paying Agent, upon notice mailed to each Owner of any Bond at such Person's address last shown on the registration records maintained by the Paying Agent or by electronic means to DTC or its successors. No resignation or dismissal of the Paying Agent may take effect until a successor has been appointed and has accepted the duties of the Paying Agent. Every such successor Paying Agent shall be a Commercial Bank.

Section 212. Other Related Documents. The forms, terms and provisions of, and the performance by the City of its obligations under the Notice of Sale, the Preliminary Official Statement, the Paying Agent Agreement, and the Continuing Disclosure Certificate are hereby approved, and the Mayor or Mayor pro tem and the City Clerk or Deputy City Clerk are hereby authorized and directed to execute each of such documents on behalf of and in the name of the City, and to deliver each of such documents, in substantially the form on file with the City Clerk, with such changes as are not inconsistent herewith. The Mayor, the City Manager or the Director of Finance are hereby independently authorized to execute and deliver the Notice of Sale, the Sale Certificate and any Insurance Agreement as may be required by an Insurer relating to the issuance of the Insurance Policy or a Surety Provider relating to the Reserve Fund Insurance Policy. The execution of any instrument by the appropriate officers of the City herein authorized shall be

conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof.

Section 213. Election to Apply Supplemental Public Securities Act to the Bonds.

Pursuant to Section 11-57-204 of the Supplemental Public Securities Act, a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Public Securities Act. The Council hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the Bonds. Pursuant to Section 11-57-205 of the Supplemental Public Securities Act, the Council hereby delegates to any of the Mayor, the City Manager or the Director of Finance the authority to make the following determinations with respect to the Bonds, subject to the parameters and restrictions contained in this Ordinance, without any requirement that the Council approve such determinations:

(i) Interest Rate. The rate of interest to be borne by the Bonds, provided that no Bond shall bear interest in excess of 6.5% and the true interest cost of the Bonds shall not exceed 6.5%.

(ii) Redemption Provisions. The prior redemption provisions of the Bonds, provided that the Bonds shall be subject to optional redemption at a redemption price not to exceed 103%.

(iii) Purchase Price. The price at which the Bonds will be sold to the purchaser, provided that the purchase price of the Bonds shall not be less than 90% of the aggregate principal amount of the Bonds.

(iv) Principal Amount. The aggregate principal amount of the Bonds, provided that the aggregate principal amount of the Bonds shall not exceed \$105,000,000.

(v) Maturity Schedule. The amount of principal of the Bonds maturing, or subject to mandatory sinking fund redemption in any particular year; provided that the maximum annual repayment cost shall not exceed \$7,000,000 and the maximum total repayment cost shall not exceed \$195,000,000.

(vi) Term of the Bonds. The Bonds shall not mature later than December 1, 2055.

(vii) Capitalized Interest. The existence and amount of any capitalized interest on the Bonds.

(viii) Reserve Fund. The existence of, and amount to be deposited in the Reserve Fund.

(ix) Bond Insurance. Whether the Bonds will be secured by an Insurance Policy or a Reserve Fund Insurance Policy and the terms of any agreement with the provider of such Insurance Policy or Reserve Fund Insurance Policy.

Such determinations shall be evidenced by the Sale Certificate signed by the Mayor, the City Manager or the Director of Finance dated the date of the sale of the Bonds or the Closing Date, and delivered as of the Closing Date, which shall not be more than one year from the date of adoption of this Ordinance. If the City shall determine to not obtain an Insurance Policy to secure the payment of principal of and interest on the Bonds, or not to obtain a Reserve Fund Insurance Policy, any references to the Insurer, the Insurance Policy, the Reserve Fund Insurance Policy, the Surety Provider, Policy Costs, the Insurance Agreement, or other provisions relating to bond insurance shall be of no force or effect.

Section 214. Useful Life of the Project. The Council estimates the useful life of the Project to be financed by the Bonds to be 40 years.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION AND ISSUANCE OF BONDS

Section 301. Bond Details.

A. Basic Provisions. The Bonds shall be issued in fully registered form (*i.e.* registered as to payment of both principal and interest), in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be lettered “R” and shall be numbered separately from 1 upward. The Bonds shall be dated as of the date of their delivery. The Bonds shall mature on December 1, in the years and amounts and subject to prior redemption as set forth herein and in the Sale Certificate. The Bonds shall bear interest from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from their date until their respective maturities (or prior redemption) at the rates set forth in the Sale Certificate. No interest shall accrue on any Bonds owned by or on behalf of the City. Interest on the Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months, payable semiannually on each June 1 and December 1, commencing on the date provided in the Sale Certificate.

B. Payment of Bonds. The principal of each Bond shall be payable at the principal

corporate trust office of the Paying Agent, or at such other office as the Paying Agent directs in writing to the Owners of the Bonds, or at the principal office of its successor, upon presentation and surrender of the Bond. Payment of interest on any Bond shall be made to the Owner thereof by the Paying Agent on or before each interest payment date, (or, if such interest payment date is not a Business Day, on or before the next succeeding Business Day), to such Owner at such Person's address as it appears on the registration records kept by the Paying Agent on the Record Date; but any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the Owner thereof at the close of business on the Record Date and shall be payable to the Person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of such defaulted interest shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Owners not less than ten days prior to the Special Record Date by first-class mail to each such Owner as shown on the Paying Agent's registration books on a date selected by the Paying Agent, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Paying Agent. If any Bond is not paid upon its presentation and surrender at or after its maturity or prior redemption, interest shall continue at its stated rate per annum until the principal thereof is paid in full. All such payments shall be made in lawful money of the United States of America.

Section 302. Execution of Bonds. The Bonds shall be executed in the name of the City by the manual or facsimile signature of the Mayor, shall be sealed with the corporate seal of the City or a facsimile thereof thereunto affixed, imprinted, engraved or otherwise reproduced and shall be attested by the manual or facsimile signature of the City Clerk. Any Bond may be signed (manually or by facsimile), sealed or attested on behalf of the City by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of authentication, issuance or delivery, such person may have ceased to hold such office. The Mayor and the City Clerk may adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears on any of the Bonds. Before the execution of any Bond, the Mayor and the City Clerk shall each file with the Colorado Secretary of State his or her manual signature certified by him or her under oath.

Section 303. Authentication Certificate. The authentication certificate upon the Bonds shall be substantially in the form and tenor provided in the form of the Bonds set forth in Section 309 hereof. No Bond shall be secured hereby or entitled to the benefit hereof, nor shall any Bond be valid or obligatory for any purpose, unless the certificate of authentication, substantially in such form, has been duly executed by the Paying Agent and such certificate of the Paying Agent upon any Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The certificate of authentication shall be deemed to have been duly executed by the Paying Agent if manually signed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds.

Section 304. Registration and Payment. The Paying Agent shall keep or cause to be kept sufficient records for the registration and transfer of the Bonds, which shall at all times be open to inspection by the City. Upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said records, Bonds as herein provided. Except as provided in Section 306 and Section 1101 hereof, the Person in whose name any Bond shall be registered on the registration records kept by the Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment of the Bond Requirements thereof and for all other purposes; and payment of or on account of the Bond Requirements of any Bond shall be made only to the Owner thereof or such Person's legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid. The foregoing provisions of this Section are subject to the provisions of Section 307 hereof.

Section 305. Transfer and Exchange. Any Bond may be transferred upon the records required to be kept pursuant to the provisions of Section 304 hereof by the Person in whose name it is registered, in person or by such Person's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. Whenever any Bond or Bonds shall be surrendered for transfer, the Paying Agent shall authenticate and deliver a new Bond or Bonds for a like aggregate principal amount and of the same maturity and interest rate and of any authorized

denominations. The Bonds may be exchanged by the Paying Agent for a like aggregate principal amount of Bonds of the same maturity and interest rate and of other authorized denominations. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination and the Paying Agent shall thereby be authorized to authenticate and deliver such Bond.

The Paying Agent shall not be required to transfer or exchange (a) any Bond subject to redemption during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day such notice is mailed, or (b) any Bond so selected for redemption in whole or in part after the mailing of notice calling such Bond or any portion thereof for prior redemption except the unredeemed portion of Bonds being redeemed in part.

The Paying Agent shall require the payment by any Owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer and may charge a sum sufficient to pay the cost of preparing each new Bond upon each exchange or transfer and any other expenses of the City or the Paying Agent incurred in connection therewith.

The foregoing provisions of this Section are subject to the provisions of Section 307 hereof.

Section 306. Bond Replacement. Upon receipt by the City and the Paying Agent of evidence satisfactory to them of the ownership of and the loss, theft, destruction or mutilation of any Bond and, in the case of a lost, stolen or destroyed Bond, of indemnity satisfactory to them, and in the case of a mutilated Bond upon surrender and cancellation of the Bond, (a) the City shall execute and the Paying Agent shall authenticate and deliver a new Bond of the same date, interest rate and denomination in lieu of such lost, stolen, destroyed or mutilated Bond, or (b) if such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, in lieu of executing and delivering a new Bond as aforesaid, the City may pay such Bond. Any such new Bond shall bear a number not previously assigned. The applicant for any such new Bond may be required to pay all expenses and charges of the City and of the Paying Agent in connection with the issuance of such Bond. All Bonds shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing conditions are exclusive with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds, negotiable instruments or other securities.

Section 307. Custodial Deposit.

A. Depository. Notwithstanding any contrary provision of this Ordinance, the Bonds initially shall be evidenced by one Bond of the same maturity and interest rate in denominations equal to the aggregate principal amount of the Bonds of the same maturity and interest rate. Such initially delivered Bonds shall be registered in the name of “Cede & Co.” as nominee for The Depository Trust Company, the securities depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of The Depository Trust Company or its nominee, which successor must be both a “clearing corporation” as defined in Section 4-8-102(a)(5), C.R.S. and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of The Depository Trust Company or a successor or new depository institution under clause (1) or this clause (2) of this paragraph A, or a determination by the Council that The Depository Trust Company or such successor or a new depository institution is no longer able to carry out its functions, and the designation by the Council of another depository institution acceptable to the Council and to the depository institution then holding the Bonds, which new depository institution must be both a “clearing corporation” as defined in Section 4-8-102(a)(5), C.R.S. and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor new depository institution; or

(3) upon the resignation of The Depository Trust Company or a successor or new depository institution under clause (1) above or designation of a new depository institution pursuant to clause (2) above, or a determination of the Council that The Depository Trust Company or such successor or new depository institution is no longer able to carry out its functions, and the failure by the Council, after reasonable investigation, to locate another depository institution under clause (2) to carry out such depository institution functions.

B. Successor. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) or (2) of paragraph A hereof, upon receipt of the outstanding Bonds by the Paying Agent together with written instructions for transfer satisfactory to the Paying Agent, a new Bond for each maturity and interest rate of the Bonds then

outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of paragraph A hereof and the failure after reasonable investigation to locate another qualified depository institution for the Bonds as provided in clause (3) of paragraph A hereof, and upon receipt of the outstanding Bonds by the Paying Agent, together with written instructions for transfer satisfactory to the Paying Agent, new Bonds shall be issued in authorized denominations as provided in and subject to the limitations of Sections 301, 304, and 305 hereof, registered in the names of such Persons, as are requested in such written transfer instructions; however, the Paying Agent shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. Absolute Owner. The Council and the Paying Agent shall be entitled to treat the Owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the Council and the Paying Agent shall have no responsibility for transmitting payments or notices to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to paragraph A hereof.

D. Payment. The Council and the Paying Agent shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of paragraph A hereof in effectuating payment of the principal amount of the Bonds upon maturity or prior redemption by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

E. Redemption. Upon any partial redemption of any maturity and interest rate of the Bonds, Cede & Co. (or its successor) in its discretion may request the City to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment. The records of the Paying Agent shall govern in the case of any dispute as to the amount of any partial prepayment made to Cede & Co. (or its successor).

Section 308. Bond Cancellation. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled in accordance with the customary practices of the Paying Agent and applicable retention laws.

Section 309. Bond Form. Subject to the provisions of this Ordinance, the Bonds shall be in substantially the following form, with such omissions, insertions, endorsements and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Ordinance, be consistent with this Ordinance or be necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(FORM OF BOND)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the City or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF COLORADO
COUNTIES OF ADAMS AND JEFFERSON
CITY OF ARVADA, COLORADO
WATER ENTERPRISE REVENUE BOND
SERIES 2025

No. R- _____ \$ _____

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED AS OF</u>	<u>CUSIP</u>
_____ %	December 1, 20__	[Date of Delivery]	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Arvada (the “City”), in the Counties of Adams and Jefferson and State of Colorado (the “State”), for value received, hereby promises to pay to the registered owner specified above, or registered assigns, upon the presentation and surrender of this bond, solely from the special funds provided therefor, as hereinafter set forth, the principal amount set forth above on the maturity date specified above (unless this bond shall have been called for prior redemption, in which case on the Redemption Date) and to pay solely from such special funds interest hereon at the interest rate per annum specified above, payable semiannually on June 1 and December 1 in each year, beginning on [December 1, 2025], until the principal amount is paid or payment has been provided for, as described in an ordinance adopted by the City Council of the City on May 20, 2025 (the “Ordinance”). This is one of an authorized series of bonds issued under the Ordinance (the “Bonds”). The Bonds are all issued under and equally and ratably secured by and

entitled to the security of the Ordinance. To the extent not defined herein, terms used in this Bond shall have the same meanings as set forth in the Ordinance. This Bond bears interest, matures, is payable, is subject to redemption and is transferable as provided in the Ordinance.

Reference is made to the Ordinance and to all ordinances supplemental thereto, with respect to the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged, rights, duties and obligations of the City, the Paying Agent, the Insurer, the Surety Provider, and the rights of the Owners of the Bonds, the events of default and remedies, the circumstances under which any Bond is no longer Outstanding, the issuance of additional bonds and the terms on which such additional bonds may be issued under and secured by the Ordinance, the ability to amend the Ordinance, and to all the provisions of which the Owner hereof by the acceptance of this Bond assents.

THE BONDS ARE ISSUED PURSUANT TO AND IN FULL COMPLIANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF COLORADO, AND PURSUANT TO THE ORDINANCE. THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY, SECURED BY THE NET PLEDGED REVENUES. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION DEBT OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND NEITHER THE CITY, THE STATE NOR ANY OF THE POLITICAL SUBDIVISIONS THEREOF IS LIABLE THEREFOR. NEITHER THE MEMBERS OF THE CITY COUNCIL OF THE CITY NOR ANY PERSONS EXECUTING THIS BOND SHALL BE PERSONALLY LIABLE FOR THIS BOND.

It is certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this Bond; that it is issued pursuant to and in strict conformity with the Constitution of the State, and with the Ordinance and any ordinances supplemental thereto; and that this Bond does not contravene any constitutional, Charter or statutory limitation.

This Bond is one of a series of bonds issued pursuant to the Ordinance designated as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2025” in the aggregate principal amount of \$_____ (the “Bonds”). The Bonds have been duly authorized for the purpose of providing moneys to defray a portion of the cost of extending, bettering or otherwise improving and equipping the Water System (the “Project”).

The bonds of the series of which this bond is one are issued under the authority of the City Charter; Title 37, Article 45.1, C.R.S.; and Title 11, Article 57, Part 2, C.R.S., and in full conformity therewith. Pursuant to Section 11-57-210, C.R.S., this recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds and the Bonds shall be incontestable for any cause whatsoever after their delivery for value.

Payment of the principal of and interest on the Bonds shall be made solely from the Net Pledged Revenues. The Net Pledged Revenues are irrevocably (but not exclusively) pledged as security for such payment pursuant to the Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the certificate of authentication hereon shall have been duly executed by the Paying Agent.

IN WITNESS WHEREOF, the City has caused this Bond to be signed and executed in its name and upon its behalf with the facsimile signature of its Mayor, has caused the facsimile of the seal of the City to be affixed hereon and has caused this Bond to be signed, executed and attested with the facsimile signature of its City Clerk, all as of the date specified above.

By _____ (Facsimile Signature)
MAYOR

(FACSIMILE SEAL)

Attest:

By _____ (For Facsimile Signature)
CITY CLERK

(FORM OF CERTIFICATE OF AUTHENTICATION)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within mentioned Ordinance.

UMB Bank, n.a., as Paying Agent

By _____
Authorized Signatory

Date of Authentication and Registration: _____

(END OF FORM OF CERTIFICATE OF AUTHENTICATION)

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ to transfer the within Bond on the records kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever. The signature must be guaranteed by an eligible guarantor institution as defined in 17 CFR § 240.17 Ad-15(a)(2).

Signature Guaranteed:

Signature must be guaranteed by a member of a Medallion Signature Program.

Address of Transferee:

Social Security or other tax
identification number of
transferee:

TRANSFER FEES MAY BE CHARGED

(END OF FORM OF ASSIGNMENT)

(FORM OF PREPAYMENT PANEL)

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this Bond have been prepaid in accordance with the terms of the Ordinance.

<u>Date of Prepayment</u>	<u>Principal Prepaid</u>	<u>Signature of Authorized Representative of DTC</u>

(END OF FORM OF PREPAYMENT PANEL)

(END OF FORM OF BOND)

Section 310. Optional Redemption. The Bonds will be subject to redemption, if any, at the option of the City in the time and manner, in the amounts and at the prices, and from any legally available funds all as set forth in the Sale Certificate.

Notwithstanding the foregoing, the Bonds may not be redeemed pursuant to this Section unless all Policy Costs, if any, due and owing at the time to the Surety Provider have been paid.

Section 311. Mandatory Sinking Fund Redemption. The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times, in the amounts and at the prices provided in the Sale Certificate.

On or before the thirtieth day prior to each such sinking fund payment date, the Paying Agent shall proceed to call the Term Bonds, if any, as provided in the Sale Certificate (or any Term Bond or Term Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next December 1, and give notice of such call without further instruction or notice from the City.

At its option, to be exercised on or before the sixtieth day next preceding each such sinking fund Redemption Date, the City may (a) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount desired or (b) receive a credit in respect of its sinking fund redemption obligation for any Term Bonds of the maturity and interest rate subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Paying Agent at the principal amount thereof against the obligation of the City on such sinking fund date and such sinking fund obligation will be accordingly reduced. The City will on or before the sixtieth day next preceding each sinking fund Redemption Date furnish the Paying Agent with its certificate indicating whether or not and to what extent the provisions of (a) and (b) of the first sentence of this paragraph are to be availed with respect to such sinking fund payment. Failure of the City to deliver such certificate shall not affect the Paying Agent's duty to give notice of sinking fund redemption as provided in this paragraph.

Section 312. Partial Redemption. In the case of Bonds of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in

which case the Paying Agent shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

Section 313. Notice of Prior Redemption. Notice of optional or mandatory redemption shall be given by the Paying Agent in the name of the City by sending a copy of such notice by first-class, postage prepaid mail or by electronic means to DTC or its successors, not more than 60 nor less than 30 days prior to the Redemption Date to each Owner at such Person's address as it last appears on the registration books kept by the Paying Agent; but neither failure to give such notice nor any defect therein shall affect the redemption of any Bond. Such notice shall identify the Bonds to be so redeemed (if less than all are to be redeemed) and the Redemption Date, and shall further state that on such Redemption Date there will become and be due and payable upon each Bond to be so redeemed, at the principal office of the Paying Agent, the principal amount thereof, accrued interest to the Redemption Date, and the stipulated premium, if any, and that from and after such date interest will cease to accrue. Notice having been given in the manner hereinabove provided, the Bond or Bonds so called for redemption shall become due and payable on the Redemption Date so designated; and upon presentation thereof at the principal office of the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption. No further interest shall accrue on the principal of any such Bond called for redemption from and after the Redemption Date, provided sufficient funds are deposited with the Paying Agent and available on the Redemption Date.

Notwithstanding the provisions of this Section, any notice of redemption shall either (a) contain a statement that the redemption is conditioned upon the receipt by the Paying Agent on or before the Redemption Date of funds sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed, or (b) be given only if funds sufficient to pay the redemption price of the Bonds so called for redemption are on deposit with the Paying Agent in the applicable fund or account.

Section 314. Bonds Owned by the City. Bonds owned by or on behalf of the City shall not be subject to redemption. At any time the City may surrender any Bonds owned by or on behalf of the City to the Paying Agent, which shall promptly cancel such Bonds. Any securities payable from any Net Pledged Revenues held by the City shall not be deemed to be Outstanding

for the purpose of redemption nor Outstanding for the purpose of consents hereunder or for any other purpose herein, except for payment.

Section 315. No Partial Redemption After Default. Anything in this Ordinance to the contrary notwithstanding, if there shall have occurred and is continuing an Event of Default hereunder of which an officer of the Paying Agent has actual knowledge, there shall be no redemption of less than all of the Bonds at the time Outstanding (other than pursuant to Section 311 hereof).

ARTICLE IV

USE OF BOND PROCEEDS AND OTHER MONEYS

Section 401. Disposition of Bond Proceeds.

A. The proceeds of the Bonds (net of underwriting discount), upon the receipt thereof, shall be accounted for in the following manner and priority:

(i) Reserve Fund. An amount equal to the portion of the Reserve Fund Requirement, if any, as described in the Sale Certificate shall be credited to the special and separate fund hereby created and to be known as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2025 Reserve Fund.”

(ii) Costs of Issuance. An amount sufficient to pay the costs of issuing the Bonds, as described in the Paying Agent Agreement shall be credited to the fund created in the Paying Agent Agreement and known as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2025 Costs of Issuance Fund.”

(iii) Project Fund. The remaining proceeds derived from the sale of the Bonds shall be credited to the special and separate account hereby created and to be known as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2025 Project Fund.” Except as otherwise provided herein, the moneys in the Project Fund shall be used solely for the purpose of paying the Costs of the Project and for the purposes set forth in Section 402 hereof.

Section 402. Payment of Expenses. Moneys deposited in the Project Fund pursuant to Section 401 hereof may be used and paid out by the City to defray the Costs of the Project and administrative costs of the Project, including, without limitation, amounts to be paid to the Paying Agent, legal fees, accounting fees, financial advisory fees, printing costs and rating fees. The City may defray any such administrative costs from time to time as Operation and Maintenance

Expenses to the extent the moneys deposited in the Project Fund pursuant to Section 401 hereof are insufficient therefor.

Section 403. Completion of Project. When the Project is completed in accordance with the relevant plans and specifications and all amounts due therefor, including all proper incidental expenses and all administrative costs of the Project referred to in Section 402 hereof, are paid, or for which full provision is made, the Director of Finance, to the extent permitted by the Tax Compliance Certificate, shall cause all surplus moneys remaining in the Project Fund, if any, except for any moneys designated in the certificate to be retained to pay any unpaid accrued costs or contingent obligations, to be transferred as follows: (a) to the Rebate Fund so as to enable the City to comply with requirements of the Tax Compliance Certificate with respect to the Bonds, (b) to the Reserve Fund to such extent as shall not cause the amount in the Reserve Fund to exceed the Reserve Fund Requirement and (c) to the Bond Fund to the extent of any remaining balance of such moneys to be applied against the next principal payment or payments coming due on the Bonds. Nothing herein prevents the transfer from the Project Fund to the Bond Fund, at any time prior to the termination of the Project Fund, of any moneys which the Director of Finance by certificate determines will not be necessary for the Project and will not be designated to be transferred to the Rebate Fund or the Reserve Fund.

Section 404. Lien on Bond Proceeds. Until the proceeds of the Bonds deposited in the Project Fund are applied as herein provided, such Bond proceeds are subject to a lien thereon and pledge thereof for the benefit of the Owners of the Outstanding Bonds as provided in Section 501 hereof.

Section 405. Purchaser Not Responsible. The validity of the Bonds is not dependent upon nor affected by the validity or regularity of any proceedings relating to the application of the Bond proceeds. The Purchaser and any subsequent Owners of any of the Bonds are not responsible for the application or disposal by the City or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys herein designated.

ARTICLE V

ADMINISTRATION OF AND ACCOUNTING FOR PLEDGED REVENUES

Section 501. Pledge Securing Bonds. Subject only to the right of the City to cause amounts to be withdrawn and paid on account of Operation and Maintenance Expenses of the

Water System, the Gross Pledged Revenues and, subject to the right of the City to cause amounts to be withdrawn to pay the Costs of the Project as provided herein and other than moneys and securities held in the Rebate Fund to the extent such amounts are required to be paid to the United States, all moneys and securities paid or to be paid to or held or to be held in any fund or account under this Article or under Section 501 hereof are hereby pledged, and a lien thereon is hereby created, to secure the payment of the Bond Requirements of the Outstanding Bonds and to secure the obligations of the City to pay the Policy Costs. The pledge of the Net Pledged Revenues to secure the payment of the Bond Requirements of the Outstanding Bonds and any Outstanding Parity Bonds is on a parity with the pledge of the Net Pledged Revenues for, and lien thereon of the Parity Bonds heretofore issued and any Parity Bonds hereafter issued in compliance with the provisions of Article VII hereof. The pledge of Net Pledged Revenues to secure the payment of the Policy Costs is subordinate only to the pledge to pay the Bond Requirements with respect to the Bonds and any Parity Bonds. The pledge of the Net Pledged Revenues and the funds or accounts as described in this section shall be valid and binding from and after the date of the delivery of the Bonds, and the moneys as received by the City and hereby pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act. The lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the City except any Outstanding Parity Bonds heretofore or hereafter authorized. The lien of the pledge of the Net Pledged Revenues and the funds or accounts as described in this section shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City (except as herein otherwise provided) irrespective of whether such parties have notice thereof.

Section 502. Water Enterprise Fund Deposits. So long as any of the Bonds or any Parity Bonds shall be Outstanding as to any Bond Requirements or Policy Costs related to the Bonds or any Parity Bonds, the entire Gross Pledged Revenues, upon their receipt from time to time by the City, shall be set aside and credited immediately to the special and separate account hereby created and known as the “City of Arvada, Water Enterprise Revenue Bonds, Water Enterprise Fund.”

Section 503. Administration of Water Enterprise Fund. So long as any of the Bonds or any Parity Bonds shall be Outstanding, as to any Bond Requirements or Policy Costs related to

the Bonds or any Parity Bonds, the following payments shall be made from the Water Enterprise Fund, as provided in Sections 504 through 511 hereof.

Section 504. Operation and Maintenance Expenses. First, as a first charge on the Water Enterprise Fund, from time to time there shall continue to be held therein moneys sufficient to pay Operation and Maintenance Expenses, as they become due and payable, and thereupon they shall be promptly paid. Any surplus remaining in the Water Enterprise Fund at the end of the Fiscal Year and not needed for Operation and Maintenance Expenses shall be used for other purposes of the Water Enterprise Fund as herein provided.

Section 505. Bond Fund Payments. Second, from any remaining Net Pledged Revenues, there shall be credited, concurrently with each other and with amounts required to meet the Bond Requirements with respect to any Outstanding Parity Bonds, to the special and separate accounts hereby created and to be known as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2025, Bond Fund,” the following amounts:

A. Interest Payments. Monthly, commencing on the first day of the month immediately succeeding the delivery of any of the Bonds, or commencing on the first day of the month six months next prior to the first interest payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the interest due and payable on the Outstanding Bonds on the next succeeding interest payment date.

B. Principal Payments. Monthly, commencing on the first day of the month immediately succeeding the delivery of any of the Bonds, or commencing on the first day of the month one year next prior to the first principal payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the principal and redemption premium, if any, due and payable on the Outstanding Bonds on the next succeeding principal payment date.

If prior to any interest payment date or principal payment date, there has been accumulated in the Bond Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in paragraph A or B (whichever is applicable) of this Section 505 may be appropriately reduced; but the required annual amounts again shall be so credited to such account commencing on such interest payment date or principal payment date.

The moneys credited to the Bond Fund shall be used to pay the Bond Requirements of the Bonds then Outstanding, as such Bond Requirements become due, except as provided in Sections 507, 508, 509, 603 and 1201 hereof.

Section 506. Reserve Fund Payments. In satisfaction of the Reserve Fund Requirement, if any, upon delivery of the Bonds, either proceeds of the Bonds, cash or a Reserve Fund Insurance Policy being provided by Surety Provider, or any combination thereof, in the amount of the Reserve Fund Requirement shall be deposited in the special and separate fund hereby created and to be known as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2025, Reserve Fund”. The proceeds of the Bonds, cash or a Reserve Fund Insurance Policy, or any combination thereof, shall be credited to Reserve Fund as provided in the Sale Certificate. Any Reserve Fund Insurance Policy shall be held by the Paying Agent. Any Reserve Fund Insurance Policy deposited to the credit of the Reserve Fund shall be valued at the amount available to be drawn or otherwise paid pursuant to such Reserve Fund Insurance Policy at the time of calculation. The Paying Agent shall maintain adequate records as to the amount available to be drawn at any time under the Reserve Fund Insurance Policy and as to the amounts, of which it has knowledge, of Policy Costs paid and owing to the Surety Provider. Such records shall be open to inspection and verification by the Surety Provider during business hours of the Paying Agent.

Thereafter, third, except as provided in Section 507 and 508 hereof, and concurrently with any payments required to be made pursuant to any Parity Bond Ordinances with respect to any reserve funds which may be, but are not required to be, established thereby and concurrently with any repayment or similar obligations payable to any surety provider issuing any reserve fund insurance policy with respect to any Parity Bonds, from any moneys remaining in the Water Enterprise Fund there shall be credited to the Reserve Fund monthly, commencing on the first day of the month next succeeding each date on which the moneys accounted for in the Reserve Fund for any reason are less than the Reserve Fund Requirement, such amounts in substantially equal monthly payments on the first day of each month to re-accumulate the Reserve Fund Requirement by not more than 12 such monthly payments. If a Reserve Fund Insurance Policy is on deposit in the Reserve Fund to fund all or a part of the Reserve Fund Requirement, the amounts payable into the Reserve Fund pursuant to the immediately preceding sentence shall be paid by the City first to the Surety Provider to reimburse it for Policy Costs due and owing and second to replenish cash

in the Reserve Fund. If there are insufficient Net Pledged Revenues to comply with the requirements of the first sentence of this paragraph, available Net Pledged Revenues shall be credited or paid to the Reserve Fund and to reserve funds which may be established by any Parity Bond Ordinances (or to the Surety Provider or any other surety provider issuing any reserve fund insurance policy with respect to any Parity Bonds) pro rata, based upon the aggregate principal amount of the Bonds and any such Parity Bonds then Outstanding; provided, however, that compliance with the provisions of this sentence shall not cure any Event of Default caused by non-compliance with the first sentence of this paragraph. If there are insufficient Net Pledged Revenues to comply with the requirements of the first sentence of this paragraph and more than one Reserve Fund Insurance Policy is on deposit in the Reserve Fund, available Net Pledged Revenues credited to or paid to the Reserve Fund shall be applied to reimburse the Surety Provider and any other surety provider providing a Reserve Fund Insurance Policy pro rata, based upon the original amount available to be drawn on each. The Reserve Fund Requirement shall be accumulated and, if necessary, re-accumulated from time to time, in the Reserve Fund from Net Pledged Revenues, except to the extent other moneys are credited to the Reserve Fund, and maintained as a continuing reserve to be used, except as hereinafter provided in Sections 507, 508, 509, 603 and 1201 hereof, only to prevent deficiencies in the payment of the Bond Requirements of the Bonds Outstanding from time to time from the failure to deposit into the Bond Fund sufficient moneys to pay such Bond Requirements as the same accrue and become due. No payment need be made into the Reserve Fund at any time so long as the moneys and/or the Reserve Fund Insurance Policy therein equal not less than the Reserve Fund Requirement and there are no Policy Costs due and owing. Unless otherwise provided in the Sale Certificate, the Reserve Fund Requirement shall be recalculated upon (i) any principal payment, whether at stated maturity or upon redemption, or (ii) the defeasance of all or a portion of the Bonds. Moneys on deposit in the Reserve Fund may be applied to the defeasance of the Bonds in accordance with Section 1201 hereof.

The City may at any time substitute (a) cash or Investment Securities for a Reserve Fund Insurance Policy or (b) a Reserve Fund Insurance Policy for cash or Investment Securities, so long as the amount on deposit in the Reserve Fund after such substitution is at least equal to the Reserve Fund Requirement. Notwithstanding the foregoing, no Reserve Fund Insurance Policy shall be deposited by the City in the Reserve Fund for such substitution unless the City has received an opinion of Bond Counsel to the effect that such substitution and the intended use by the City of

the cash or Investment Securities to be released from the Reserve Fund will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 507. Termination of Deposits. No payment need be made into the Bond Fund or the Reserve Fund if there are no Policy Costs due and owing and if the amount in the Bond Fund and the amount in the Reserve Fund (exclusive of the amount available under a Reserve Fund Insurance Policy) total a sum at least sufficient so that all Outstanding Bonds are deemed to have been paid pursuant to Section 1201 hereof, in which case moneys therein (taking into account the known minimum gain from any investment of such moneys in Investment Securities from the time of any such investment or deposit shall be needed for such payment which will not be designated for transfer to the Rebate Fund) shall be used (together with any such gain from such investments) solely to pay the Bond Requirements of the Outstanding Bonds as the same become due; and any moneys in excess thereof in those two accounts and any other moneys derived from the Net Pledged Revenues or otherwise pertaining to the Water System may be used to make required payments into the Rebate Fund or in any other lawful manner determined by the City, as directed in writing by the Director of Finance.

Section 508. Defraying Delinquencies. If at any time the City shall for any reason fail to pay into the Bond Fund the full amount above stipulated from the Net Pledged Revenues, then an amount shall be paid into the Bond Fund at such time from the Reserve Fund equal to the difference between that paid from the Net Pledged Revenues and the full amount so stipulated. The City shall use all cash in the Reserve Fund before drawing on a Reserve Fund Insurance Policy. If, (i) upon notice from the City requesting a draw or (ii) failure of the Paying Agent to receive the Bond Requirements by the third Business Day prior to June 1 or December 1 in each year, the Paying Agent determines that it is necessary to draw on the Reserve Fund Insurance Policy, the Paying Agent shall present a demand for payment, in the form and manner required by the Reserve Fund Insurance Policy, at least two Business Days before funds are needed. If there is more than one Reserve Fund Insurance Policy on deposit in the Reserve Fund, the Paying Agent shall draw on them on a pro rata basis, based upon the amount available to be drawn on each.

Any money so used or drawn shall be replaced as provided in Section 506 hereof from the first Net Pledged Revenues thereafter received and not required to be otherwise applied by this Article. Except as provided in Sections 505, 506, 509 and 603 hereof, the moneys in the Bond

Fund and in the Reserve Fund (including any Reserve Fund Insurance Policy) shall be used solely and only for the purpose of paying the Bond Requirements of the Bonds from time to time.

If the amount on deposit in the Reserve Fund exceeds the Reserve Fund Requirement for any reason, the amount to be released from the Reserve Fund shall be as directed in writing by the Director of Finance. Any excess amount released from the Reserve Fund may be deposited in the Bond Fund, the Rebate Fund, or deposited into a defeasance escrow account, or may be applied for other purposes authorized by law, as directed in writing by the Director of Finance.

Section 509. Rebate Fund. Fourth, concurrently with any payments required to be made pursuant to any Parity Bond Ordinances with respect to any rebate funds established thereby, there shall be deposited into the special and separate account hereby created and to be known as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2025 Rebate Fund” moneys in the amounts and at the times specified in the Tax Compliance Certificate so as to enable the City to comply with Section 830 hereof. Amounts on deposit in the Rebate Fund shall not be subject to the lien and pledge of this Ordinance to the extent that such amounts are required to be paid to the United States Treasury. The City shall cause amounts on deposit in the Rebate Fund to be forwarded to the United States Treasury (at the address provided in the Tax Compliance Certificate) at the times and in the amounts set forth in the Tax Compliance Certificate.

If the moneys on deposit in the Rebate Fund are insufficient for the purposes thereof, the City shall transfer moneys in the amount of the insufficiency to the Rebate Fund from the Project Fund and, to the extent permitted by Section 508 hereof, from the Reserve Fund and the Bond Fund. Upon receipt by the City of an opinion of Bond Counsel to the effect that the amount in the Rebate Fund is in excess of the amount required to be contained therein, such excess may be transferred to the Water Enterprise Fund.

Section 510. Payment of Subordinate Securities. Fifth, and subject to the provisions hereinabove in this Article, but subsequent to the payments required by Sections 504, 505, 506, and 509 hereof, any moneys remaining in the Water Enterprise Fund may be used by the City for the payment of Bond Requirements of Subordinate Securities, including reasonable reserves for such Subordinate Securities and for rebate of amounts to the United States Treasury with respect to such Subordinate Securities.

Section 511. Use of Remaining Revenues. After the payments hereinabove required to be made by Sections 502 through 510 hereof are made, any remaining Net Pledged Revenues in

the Water Enterprise Fund shall be used, first, for any one or any combination of reasonably necessary purposes and in the Council's discretion relating to the operation, improvement or debt management of the Water System and, second, to the extent of any remaining surplus, for any one or any combination of lawful purposes as the Council may from time to time conclusively determine.

ARTICLE VI

GENERAL ADMINISTRATION

Section 601. Administration of Accounts. The special funds and accounts designated in Articles IV and V hereof shall be administered as provided in this Article (but not any account under Section 1201 hereof).

Section 602. Places and Times of Deposits. Except as hereinafter provided, each of such special funds and accounts shall be maintained by the City as a book account and kept separate from all other accounts as a trust account solely for the purposes herein designated therefor. The moneys accounted for in such special book accounts may be in one or more bank accounts in one or more Commercial Banks. Each such bank account shall be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and shall be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall not be a Business Day, then such payment shall be made on or before the next preceding Business Day. Moneys shall be deposited with the Paying Agent for the Bonds not less than (a) three Business Days prior to each interest payment date and each maturity or mandatory Redemption Date, if funds are delivered by wire transfer, or (b) five Business Days prior to each payment date if funds are delivered by another method of payment, in immediately available amounts sufficient to pay the Bond Requirements then becoming due on the Outstanding Bonds.

Section 603. Investment of Moneys. Any moneys in the Project Fund, the Water Enterprise Fund, the Bond Fund, the Reserve Fund, and the Rebate Fund that are not needed for immediate use shall be invested or reinvested by the Director of Finance in Investment Securities. All such investments shall (a) either be subject to redemption at any time at a fixed value by the holder thereof at the option of such holder, or (b) mature not later than the estimated date or respective dates on which the proceeds are to be expended as estimated by the Director of Finance

at the time of such investment or reinvestment; provided that (1) Investment Securities credited to the Reserve Fund shall not mature later than ten years from the date of such investment or reinvestment and (2) collateral securities of any Investment Securities may have a maturity of more than five years from the date of purchase thereof. For the purpose of any such investment or reinvestment, Investment Securities shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such obligations.

Section 604. Accounting for Investments. The Investment Securities so purchased as an investment or reinvestment of moneys in any such account hereunder shall be deemed at all times to be a part of the account. Any interest or other gain from any investments and reinvestments of moneys accounted for in the Water Enterprise Fund, the Project Fund, the Bond Fund, and the Rebate Fund shall be credited to such account, and any loss resulting from any such investments or reinvestments of moneys accounted for in the Water Enterprise Fund, the Project Fund, the Bond Fund, the Reserve Fund, and the Rebate Fund shall be charged or debited to such fund.

Any interest or other gain from any investment or reinvestment of moneys accounted for in the Reserve Fund (a) shall be credited to the Rebate Fund or the Bond Fund, at the discretion of the Director of Finance, if the amount credited to the Reserve Fund immediately after such credit to the Rebate Fund or the Bond Fund is not less than the Reserve Fund Requirement and (b) if the amount credited to the Reserve Fund is less than the Reserve Fund Requirement, shall be credited to the Reserve Fund (up to the amount of the deficiency).

No loss or profit in any account on any investments or reinvestments in Investment Securities shall be deemed to take place as a result of market fluctuations of the Investment Securities prior to the sale or maturity thereof. In the computation of the amount in any account for any purpose hereunder, except as herein otherwise expressly provided or for rebate purposes, as described in the Tax Compliance Certificate, Investment Securities shall be valued at the cost thereof (including any amount paid as accrued interest at the time of purchase of the obligation); provided that any time or demand deposits shall be valued at the amounts deposited, in each case exclusive of any accrued interest or any other gain to the City until such gain is realized by the presentation of matured coupons for payment or otherwise.

Section 605. Redemption or Sale of Investment Securities. The Director of Finance shall present for redemption or sale on the prevailing market at the best price obtainable any

Investment Securities so purchased as an investment or reinvestment of moneys in the account whenever it shall be necessary in order to provide moneys to meet any withdrawal, payment or transfer from such account. Neither the Director of Finance nor any other officer or employee of the City shall be liable or responsible for any loss resulting from any such investment or reinvestment made in accordance with this Ordinance.

Section 606. Character of Funds. The moneys in any account designated in Articles IV and V hereof shall consist either of lawful money of the United States or Investment Securities, or both such money and such Investment Securities. Moneys deposited in a demand or time deposit account in a bank or savings and loan association, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

Section 607. Payment of Bond Requirements. The moneys credited to any fund or account designated in Article V hereof for the payment of the Bond Requirements of any Bonds shall be used without requisition, voucher, warrant, further order or authority (other than as contained herein), or any other preliminaries, to promptly pay the Bond Requirements of any Bonds payable from such fund or account as such amounts are due, except to the extent any other moneys are available therefor.

ARTICLE VII

SECURITIES LIENS AND ADDITIONAL SECURITIES

Section 701. Lien of Bonds. The Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Net Pledged Revenues on a parity with the lien of the Net Pledged Revenues of the Parity Bonds. The Policy Costs constitute an irrevocable and subordinate lien (but not necessarily an exclusive subordinate lien) upon the Net Pledged Revenues.

Section 702. Equality of Bonds. The Bonds and any Parity Bonds heretofore issued or hereafter authorized to be issued and from time to time Outstanding are equitably and ratably secured by a lien on the Net Pledged Revenues and shall not be entitled to any priority over one another in the application of the Net Pledged Revenues regardless of the time or times of the issuance of the Bonds and any other such Parity Bonds, it being the intention of the Council that there shall be no priority among the Bonds and any such Parity Bonds regardless of the fact that they may be actually issued and delivered at different times, except that (a) moneys in the Project Fund, the Bond Fund and the Reserve Fund shall secure only the Bonds and the moneys in any acquisition, bond, reserve or similar funds established for other Parity Bonds shall secure only

such Parity Bonds; and (b) other Parity Bonds may have a lien on Net Pledged Revenues on a parity with the lien thereon of the Bonds even if no reserve fund is established for such Parity Bonds or a reserve fund is established but with a different requirement as to the amount of moneys (or the value of a reserve fund insurance policy with respect to such Parity Bonds) required to be on deposit therein or the manner in which such reserve fund is funded or the period of time over which such reserve fund is funded.

Section 703. Issuance of Parity Bonds. Nothing herein prevents the issuance by the City of additional securities payable from the Net Pledged Revenues and constituting a lien thereon on a parity with, but not prior nor superior to, the lien thereon of the Bonds; but before any such additional Parity Bonds, except as provided in Section 708, are authorized or actually issued all of the following conditions must be satisfied:

A. Absence of Default. At the time of the adoption of the ordinance authorizing the issuance of the additional securities, the City shall not be in default in making any payments required by Article V hereof or any Parity Bond Ordinances, including any payments of Policy Costs.

B. Historic Earnings Test. The Net Pledged Revenues for any 12 consecutive months out of the 24 months preceding the month in which such securities are to be issued are at least equal to the sum of (a) 120% of the Combined Maximum Annual Principal and Interest Requirements of the Outstanding Bonds, any Outstanding Parity Bonds and such additional Parity Bonds proposed to be issued, and (b) 100% of the Policy Costs then due and owing, if any, except as hereinafter otherwise expressly provided.

C. Adjustment of Gross Pledged Revenues. In any computation under paragraph B of this Section, the amount of the Gross Pledged Revenues for the applicable period shall be decreased and may be increased by the amount of loss or gain conservatively estimated by an Independent Accountant, Independent Engineer or the Director of Finance, as the case may be, which results from any changes in any schedule of fees, rates and other charges constituting Gross Pledged Revenues based on the number of users during the applicable period as if such modified schedule of fees, rates and other charges shall have been in effect during such entire time period. However, the Gross Pledged Revenues need not be decreased by the amount of any such estimated loss to the extent the Independent Accountant, the Independent Engineer or the Director of Finance estimates the loss is temporary in nature or will be offset within a reasonable temporary

period by an increase in revenues or a reduction in Operation and Maintenance Expenses not otherwise included in the calculations under this Section, and estimates any loss under this sentence will not at any time materially and adversely affect the City's apparent ability to comply with the rate maintenance covenant stated in Section 821 hereof without modification because of any restrictive legislation, regulation or other action under the police power exercised by any governmental body.

D. Reduction of Annual Requirements. The respective annual Bond Requirements (including as such the required amount of any prior redemption premiums due on any Redemption Date) shall be reduced to the extent such Bond Requirements are scheduled to be paid in each of the respective Fiscal Years with moneys held in trust or in escrow for that purpose by any Trust Bank, including the known minimum yield from any investment in Federal Securities and any bank deposits, including any certificate of deposit.

E. Consideration of Additional Expenses. In determining whether or not additional Parity Bonds may be issued as aforesaid, consideration shall be given to any probable increase (but not reduction) in the Operation and Maintenance Expenses of the Water System as estimated by the Director of Finance that will result from the expenditure of the funds proposed to be derived from the issuance and sale of the additional securities; but the Director of Finance may reduce any such increase in Operation and Maintenance Expenses by the amount of any increase in revenues or any reduction in Operation and Maintenance Expenses resulting from the Capital Improvements to which such expenditure relates and not otherwise included in the calculations under this Section, if the Director of Finance also opines that any such increase in revenues or reduction in any increase in Operation and Maintenance Expenses will not materially and adversely affect the City's apparent ability to comply with the rate maintenance covenant stated in Section 821 hereof without modification because of any restrictive legislation, regulation or other action under the police power exercised by any governmental body.

Section 704. Certification of Revenues. A written certificate or written opinion by the Director of Finance that the annual revenues required under paragraph B of Section 703 hereof, when adjusted as hereinabove provided in paragraphs C, D, and E of Section 703 hereof, are sufficient to pay such amounts, as provided in paragraph B of Section 703 hereof, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver additional securities on a parity with the Bonds.

Section 705. Subordinate Securities Permitted. Nothing herein prevents the City from issuing additional securities payable from the Net Pledged Revenues and having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds.

Section 706. Superior Securities Prohibited. Nothing herein permits the City to issue additional securities payable from the Net Pledged Revenues and having a lien thereon prior and superior to the lien thereon of the Bonds.

Section 707. Use of Proceeds. The proceeds of any Parity Bonds or other securities payable from any Net Pledged Revenues shall be used only to finance Capital Improvements and/or to refund all or any portion of the Bonds, Parity Bonds, or other securities payable from Net Pledged Revenues, regardless of the priority or the lien of such securities on Net Pledged Revenues.

Section 708. Issuance of Refunding Securities. The City may issue any refunding securities payable from Net Pledged Revenues to refund any Outstanding Bonds or Parity Bonds, with such details as the Council may by ordinance provide so long as there is no material impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of such Outstanding securities of any one or more issues; but so long as the Bonds, or any part thereof, are Outstanding, refunding securities payable from Net Pledged Revenues may be issued on a parity with the unrefunded Bonds only if:

A. Prior Consent. The City first receives the consent of the Owner or Owners of the unrefunded portion of the Bonds; or

B. Requirements Not Increased. The Combined Maximum Annual Principal and Interest Requirements for the Bonds and Parity Bonds Outstanding immediately after the issuance of the refunding securities is not greater than the Combined Maximum Annual Principal and Interest Requirements for all Bonds and Parity Bonds Outstanding immediately prior to the issuance of the refunding securities and the lien of any refunding Parity Bonds on the Net Pledged Revenues is not raised to a higher priority than the lien thereon of any securities thereby refunded; or

C. Earnings Test. The refunding securities are issued in compliance with Section 703 hereof.

ARTICLE VIII
PROTECTIVE COVENANTS

Section 801. General. The City hereby covenants and agrees with the Owners of the Bonds and makes provisions which shall be a part of its contract with such Owners to the effect and with the purpose set forth in the following Sections of this Article.

Section 802. Performance of Duties. The City, acting by and through the Council or otherwise, shall faithfully and punctually perform, or cause to be performed, all duties with respect to the Gross Pledged Revenues and the Water System required by the Constitution and laws of the State and the various ordinances of the City, including, without limitation, the making and collection of reasonable and sufficient fees, rates and other charges for services rendered or furnished by or from the use of the Water System, as herein provided, and the proper segregation of the proceeds of the Bonds and of any securities hereafter authorized and the Gross Pledged Revenues and their application from time to time to the respective accounts provided therefor.

Section 803. Contractual Obligations. The City shall perform all contractual obligations undertaken by it under any agreements relating to the Bonds, the Gross Pledged Revenues, the Project, or the Water System, or any combination thereof, with any other Persons.

Section 804. Further Assurances. At any and all times the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be reasonably necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Gross Pledged Revenues and other moneys and accounts hereby pledged or assigned, or intended to be pledged or assigned, or which the City may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Ordinance and to comply with any instrument of the City amendatory thereof, or supplemental thereto. The City, acting by and through the Council, or otherwise, shall at all times, to the extent permitted by law, reasonably defend, preserve and protect the pledge of the Gross Pledged Revenues and other moneys and accounts pledged hereunder and all the rights of every Owner of any Bond hereunder against all claims and demands of all Persons whomsoever.

Section 805. Conditions Precedent. Upon the date of issuance of the Bonds, all conditions, acts and things required by the Federal or State Constitution, the Enterprise Act, the Supplemental Public Securities Act, the Charter, this Ordinance, or any other applicable law to exist, to have happened and to have been performed precedent to or in the issuance of the Bonds shall exist, have happened, and have been performed; and the Bonds, together with all other obligations of the City, shall not contravene any debt or other limitation prescribed by the State Constitution.

Section 806. Efficient Operation and Maintenance. The City shall at all times operate the Water System properly and in a sound and economical manner; and the City shall maintain, preserve and keep the same properly or cause the same to be so maintained, preserved and kept, with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Water System may be properly and advantageously conducted. All salaries, fees, wages and other compensation paid by the City in connection with the maintenance, repair and operation of the Water System shall be reasonable and proper.

Section 807. Rules, Regulations and Other Details. The City, acting by and through the Council, shall establish and enforce reasonable rules and regulations governing the operation, use and services of the Water System. The City shall observe and perform all of the terms and conditions contained in this Ordinance, and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Water System or to the City, except for any period during which the same are being contested in good faith by proper legal proceedings.

Section 808. Payment of Governmental Charges. The City shall pay or cause to be paid all taxes and assessments or other governmental charges, if any, lawfully levied or assessed upon or in respect of the Water System, or upon any part thereof, or upon any portion of the Gross Pledged Revenues, when the same shall become due, and shall duly observe and comply with all valid requirements of any governmental authority relative to the Water System or any part thereof, except for any period during which the same are being contested in good faith by proper legal proceedings. The City shall not create or suffer to be created any lien upon the Water System, or any part thereof, or upon the Gross Pledged Revenues, except the pledge and lien created by this

Ordinance for the payment of the Bond Requirements of the Bonds and except as herein otherwise permitted. The City shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge, within 60 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Water System, or any part thereof, or the Gross Pledged Revenues; but nothing herein requires the City to pay or cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

Section 809. Protection of Security. The City, the officers, agents and employees of the City, and the Council shall not take any action in such manner or to such extent as might materially prejudice the security for the payment of the Bond Requirements of the Bonds, the Parity Bonds, and any other securities payable from the Net Pledged Revenues or any Policy Costs relating thereto according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any Owner of any Bond or other security payable from Net Pledged Revenues or any Policy Costs relating thereto might be prejudicially and materially impaired or diminished.

Section 810. Prompt Payment of Bonds. The City shall promptly pay the Bond Requirements of the Bonds at the places, on the dates and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

Section 811. Use of Bond and Reserve Funds. The Bond Fund and the Reserve Fund shall be used solely for and the moneys credited to such funds and accounts therein are hereby pledged, and a lien thereon is hereby created, for the purpose of paying the Bond Requirements of the Bonds to their respective maturities or any Redemption Date or Dates, subject to the provisions of Sections 505, 506, 507, 508, 509, 603 and 1201 hereof.

Section 812. Other Liens. Other than as provided herein, there are no liens or encumbrances of any nature whatsoever on or against the Water System, or any part thereof, or on or against the Gross Pledged Revenues on a parity with or superior to the lien thereon of the Bonds.

Section 813. Corporate Existence. The City shall maintain its corporate identity and existence so long as any of the Bonds remain Outstanding, unless another body corporate and politic by operation of law succeeds to the powers, privileges, rights, liabilities, disabilities, duties and immunities of the City and is obligated by law to operate and maintain the Water System and

to fix and collect the Gross Pledged Revenues as herein provided without adversely and materially affecting at any time the privileges and rights of any Owner of any Outstanding Bond.

Section 814. Disposal of Water System Prohibited. Except for the use of the Water System and services pertaining thereto in the normal course of business, or as provided in Section 815 hereof, neither all nor a substantial part of the Water System shall be sold, leased, mortgaged, pledged, encumbered, alienated or otherwise disposed of, until all the Bonds have been paid in full, as to all Bond Requirements, or unless provision has been made therefor, or until the Bonds have otherwise been redeemed, including, without limitation, the termination of the pledge as herein authorized; and the City shall not dispose of its title to the Water System or to any useful part thereof, including any property necessary to the operation and use of the Water System and the lands and interests in lands comprising the sites of the Water System, except as provided in Section 815 hereof.

Section 815. Disposal of Unnecessary Property. The City at any time and from time to time may sell, exchange, lease or otherwise dispose of any property constituting a part of the Water System and not useful in the construction, reconstruction or operation thereof, or which shall cease to be necessary for the efficient operation of the Water System, or which shall have been replaced by other property of at least equal value. Any proceeds of any such sale, exchange, lease or other disposition received and not used to replace such property so sold or so exchanged or otherwise so disposed of, shall be deposited by the City in the Water Enterprise Fund or into a special book account for the betterment, enlargement, extension, other improvement and equipment of the Water System, or any combination thereof, as the Council may determine, provided that any proceeds of any such lease received shall be deposited by the City as Gross Pledged Revenues in the Water Enterprise Fund.

Section 816. Competing Water System. So long as any of the Bonds are Outstanding, the City shall not grant any franchise or license to any competing facilities so that the Gross Pledged Revenues shall not be sufficient to satisfy the covenant in Section 821 hereof.

Section 817. Loss From Condemnation. If any part of the Water System is taken by the exercise of the power of eminent domain, the amount of any award received by the City as a result of such taking shall be paid into the Water Enterprise Fund or into a capital improvement account pertaining to the Water System for the purposes thereof, or, applied to the redemption of

the Outstanding Bonds and any Outstanding Parity Bonds relating thereto, all as the City may determine.

Section 818. Employment of Management Engineers. If the City defaults in paying the Bond Requirements of the Bonds or any Parity Bonds, and any other securities or Policy Costs relating thereto payable from the Gross Pledged Revenues promptly as the same fall due, or an Event of Default has occurred and is continuing, or if the Net Pledged Revenues in any Fiscal Year fail to equal at least the amount of the Bond Requirements of the Outstanding Bonds, Parity Bonds, and any other securities (including all reserves therefor specified in the authorizing proceedings, including, without limitation, this Ordinance) or Policy Costs relating thereto payable from the Net Pledged Revenues in that Fiscal Year, the City shall retain a firm of competent management engineers skilled in the operation of such facilities to assist the management of the Water System so long as such default continues or so long as the Net Pledged Revenues are less than the amount hereinabove designated in this Section.

Section 819. Budgets. The Council and officials of the City shall annually and at such other times as may be provided by law prepare and adopt a budget pertaining to the Water System.

Section 820. Reasonable and Adequate Charges. While the Bonds remain Outstanding and unpaid, the fees, rates and other charges due to the City for the use of or otherwise pertaining to and services rendered by the Water System to the City, to its inhabitants and to all other users within and without the boundaries of the City shall be reasonable and just, taking into account and consideration public interests and needs, the cost and value of the Water System, the Operation and Maintenance Expenses thereof, and the amounts necessary to meet the Bond Requirements of all Bonds, the Parity Bonds, and any other securities payable from the Net Pledged Revenues, including, without limitation, reserves and any replacement accounts therefor.

Section 821. Adequacy and Applicability of Charges. There shall be charged against users of service pertaining to and users of the Water System, except as provided by Section 822 hereof, such fees, rates and other charges so that the Gross Pledged Revenues shall be adequate to meet the requirements of this and the preceding Sections hereof. Such charges pertaining to the Water System shall be at least sufficient so that the Gross Pledged Revenues annually are sufficient to pay in each Fiscal Year:

A. **Operation and Maintenance Expenses.** An amount equal to the annual Operation and Maintenance Expenses for such Fiscal Year,

B. Principal and Interest. An amount equal to 120% of both the principal and interest on the Bonds and any Parity Bonds then Outstanding in that Fiscal Year (excluding the reserves therefor), and

C. Deficiencies. Any amounts required to pay all Policy Costs, if any, due and owing and all sums, if any, due and owing to meet then existing deficiencies pertaining to any fund or account relating to the Gross Pledged Revenues or any securities payable therefrom.

Section 822. Limitations Upon Free Service. No free service or facilities shall be furnished by the Water System, except that if the City elects to use for City purposes any water facilities, or other services and facilities provided by the Water System or otherwise to use the Water System or any part thereof, the City is not required to pay for such use.

Section 823. Levy of Charges. The City shall forthwith and in any event prior to the delivery of any of the Bonds, fix, establish and levy the fees, rates and other charges which are required by Section 821 of this Ordinance, if such action is necessary therefor. No reduction in any initial or existing rate schedule for the Water System may be made:

A. Proper Application. Unless the City has fully complied with the provisions of Article V of this Ordinance for at least the full Fiscal Year immediately preceding such reduction of the initial or any other existing rate schedule; and

B. Sufficient Revenues. Unless the audit required by the Independent Accountant by Section 827 hereof for the full Fiscal Year immediately preceding such reduction discloses that the estimated revenues resulting from the proposed rate schedule for the Water System, after the schedule's proposed reduction, shall be at least sufficient to produce the amounts required by Section 821 hereof.

Section 824. Collection of Charges. The City shall use commercially reasonable best efforts to cause all fees, rates and other charges pertaining to the Water System to be collected as soon as is reasonable, shall reasonably prescribe and enforce rules and regulations or impose contractual obligations for the payment of such charges, and for the use of the Water System, and shall provide methods of collection and penalties, to the end that the Gross Pledged Revenues shall be adequate to meet the requirements of this Ordinance and any other ordinance supplemental thereto.

Section 825. Procedure for Collecting Charges. All bills for water services and all other services or facilities furnished or served by or through the Water System shall be rendered

to customers on a regularly established basis. The fees, rates and other charges due shall be collected in a lawful manner, including, without limitation, discontinuance of service.

Section 826. Maintenance of Records. So long as any of the Bonds and any Parity Bonds payable from the Gross Pledged Revenues remain Outstanding, proper books of record and account pertaining to the Gross Pledged Revenues and the Water System shall be kept by the City, separate and apart from all other records and accounts.

Section 827. Audits Required. The City shall cause an audit for each Fiscal Year of the books and accounts pertaining to the Gross Pledged Revenues and the Water System to be completed by an Independent Accountant within 210 days following the close of such Fiscal Year.

Section 828. Accounting Principles. Water System records and accounts, and audits thereof, shall be currently kept and made, as nearly as practicable, in accordance with the then generally accepted accounting principles, methods and terminology followed and construed for utility operations comparable to the Water System, except as may be otherwise provided herein or required by applicable law or regulation or by contractual obligation existing on the effective date of this Ordinance.

Section 829. Insurance and Reconstruction. Except to the extent of any self-insurance, the City shall at all times maintain with responsible insurers fire and extended coverage insurance, worker's compensation insurance, public liability insurance and all such other insurance as is customarily maintained with respect to utilities of like character against loss of or damage to the Water System and against loss of revenues and against public and other liability to the extent reasonably necessary to protect the interests of the City and of each Owner of a Bond. If any useful part of the Water System shall be damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently proceed with the repair or replacement of the damaged property so as to restore the same to use. The proceeds of any such insurance shall be payable to the City and (except for proceeds of any use and occupancy insurance) shall be applied to the necessary costs involved in such repair and replacement and to the extent not so applied shall (together with the proceeds of any such use and occupancy insurance) be deposited in the Water Enterprise Fund by the City as revenues derived from the operation of the Water System. If the costs of such repair and replacement of the damaged property exceed the proceeds of such insurance available for the payment of the same, moneys in the Water Enterprise Fund may be used to the extent necessary for such purposes, as permitted by Section 511 hereof.

Section 830. Federal Income Tax Exemption. The City covenants for the benefit of the Owners of the Bonds at any time Outstanding that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any facilities financed or refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code, except to the extent that such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Tax Code) for the purpose of computing the alternative minimum tax imposed on corporations, or (iii) would cause interest on the Bonds to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present State law. In furtherance of this covenant, the City agrees to comply with the procedures set forth in the Tax Compliance Certificate with respect to the Bonds. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code and Colorado law have been met.

Section 831. Continuing Disclosure. The City shall comply with the provisions of the Continuing Disclosure Certificate. Any failure by the City to perform in accordance with this Section shall not constitute an Event of Default under this Ordinance, and the rights and remedies provided by this Ordinance upon the occurrence of an Event of Default shall not apply to any such failure. The Paying Agent shall not have any power or duty to enforce this Section. No owner of a Bond shall be entitled to damages for the City's non-compliance with its obligations under this Section; however, the owners of the Bonds may enforce specific performance of the obligations contained in this Section by any judicial proceeding available.

ARTICLE IX

PRIVILEGES, RIGHTS AND REMEDIES

Section 901. Owners' Remedies. Each Owner of any Bond shall be entitled to all of the privileges, rights and remedies provided or permitted by this Ordinance, and as otherwise provided or permitted by law or in equity or by any statutes, except as provided in Sections 202 through 206 and 1101 hereof, but subject to the provisions herein concerning the pledge of and the covenants

and the other contractual provisions concerning the Gross Pledged Revenues and the proceeds of the Bonds.

Section 902. Right to Enforce Payment. Nothing in this Article affects or impairs the right of any Owner of any Bond to enforce the payment of the Bond Requirements due in connection with such Person's Bond or the obligation of the City to pay the Bond Requirements of each Bond to the Owner thereof at the time and the place expressed in the Bond.

Section 903. Events of Default. Each of the following events is hereby declared an "Event of Default," provided however, that in determining whether a payment default has occurred pursuant to paragraphs A or B of this Section, no effect shall be given to payments made under the Insurance Policy:

A. Nonpayment of Principal. Payment of the principal of any of the Bonds is not made when the same becomes due and payable, either at maturity or by proceedings for prior redemption, or otherwise;

B. Nonpayment of Interest. Payment of any installment of interest on any of the Bonds is not made when the same becomes due and payable;

C. Cross Defaults. The occurrence and continuance of an "event of default," as defined in any Parity Bond Ordinance;

D. Failure to Reconstruct. The City unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any part of the Water System which is destroyed or damaged and is not promptly repaired or replaced (whether such failure promptly to repair the same is due to impracticability of such repair or replacement or is due to a lack of moneys therefor or for any other reason), but it shall not be an Event of Default if such reconstruction is not essential to the efficient operation of the Water System;

E. Appointment of Receiver. An order or decree is entered by a court of competent jurisdiction with the consent or acquiescence of the City appointing a receiver or receivers for the Water System or for the Gross Pledged Revenues and any other moneys subject to the lien to secure the payment of the Bonds, or if an order or decree having been entered without the consent or acquiescence of the City is not vacated or discharged or stayed on appeal within 60 days after entry;

F. Default Under Insurance Agreement. If an event of default shall have occurred and be continuing under the provisions of the Insurance Agreement; and

G. Default of Any Provision. The City defaults in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds or in this Ordinance on its part to be performed (other than Section 831 hereof), and such default continues for 60 days after written notice specifying such default and requiring the same to be remedied is given to the City and the Insurer specifying the failure and requiring that it be remedied, which notice may be given by the Paying Agent in its discretion and, except as provided in Section 1101 hereof, shall be given by the Paying Agent at the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding.

Section 904. Remedies for Defaults. Except as provided in Section 1101 hereof, upon the happening and continuance of any Event of Default, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the City and its agents, officers and employees to protect and to enforce the rights of any Owner of Bonds under this Ordinance by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award of execution of any power herein granted for the enforcement of any proper legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any Owner of any Bond, or to require the City to act as if it were the trustee of an expressed trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds. The City shall not be liable for incidental, punitive, exemplary or consequential damages, or for lost profits, whether direct or indirect. Acceleration shall not be a remedy upon the happening or continuance of any Event of Default. Notwithstanding the foregoing provisions of this Section, nothing in this Ordinance shall act as or be deemed to be a waiver by the City of the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as now or hereafter amended.

Section 905. Receiver's Rights and Privileges. Any receiver appointed in any proceedings to protect the rights of such Owners hereunder, the consent to any such appointment being hereby expressly granted by the City, may enter and may take possession of the Water

System, may operate and maintain the same, may prescribe fees, rates and other charges, and may collect, receive and apply all Gross Pledged Revenues arising after the appointment of such receiver in the same manner as the City itself might do.

Section 906. Rights and Privileges Cumulative. The failure of any Owner of any Outstanding Bond to proceed in any manner herein provided shall not relieve the City, or any of its officers, agents or employees of any liability for failure to perform or carry out any duty, obligation or other commitment. Each right or privilege of any such Owner (or trustee thereof) is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

Section 907. Duties upon Defaults. Upon the happening of any Event of Default, the City shall do and perform all proper acts on behalf of and for the Owners of Bonds to protect and to preserve the security created for the payment of the Bonds and to insure the payment of the Bond Requirements promptly as the same become due. While any Event of Default exists, except to the extent it may be unlawful to do so, all Gross Pledged Revenues shall be paid into the Bond Fund and into bond or similar funds established for any Parity Bonds then Outstanding, pro rata based upon the aggregate principal amount of the Bonds and Parity Bonds then Outstanding. Except as provided in Section 1101 hereof, if the City fails or refuses to proceed as in this Section provided, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Bonds as hereinabove provided, and to that end any such Owners of the Outstanding Bonds shall be subrogated to all rights of the City under any agreement, lease or other contract involving the Water System or the Gross Pledged Revenues entered into prior to the effective date of this Ordinance or thereafter while any of the Bonds are Outstanding.

ARTICLE X

AMENDMENT OF ORDINANCE

Section 1001. Privilege of Amendments.

A. Except as hereafter provided, this Ordinance may be amended or supplemented by ordinances adopted by the Council in accordance with law, without receipt by the City of any additional consideration, but with the written consent of the Insurer and, subject to Section 1101 hereof, the Owners of not less than a majority of aggregate principal amount of the Bonds

Outstanding at the time of the adoption of such amendatory or supplemental ordinance excluding, pursuant to Section 314 hereof, any Bonds which may then be held or owned for the account of the City. Notwithstanding the foregoing, no such ordinance shall permit:

(1) Changing Payment. A change in the maturity, terms of redemption or interest payment of any Outstanding Bond; or

(2) Reducing Return. A reduction in the principal amount of any Bond or the rate of interest thereon, without the consent of the Owner of the Bond; or

(3) Prior Lien. The creation of a lien upon or a pledge of revenues ranking prior, superior and senior to the lien or to the pledge created by this Ordinance; or

(4) Modifying Any Bond. A reduction of the principal amount or percentages or otherwise affecting the description of Bonds the consent of the Owners of which is required for any such modification or amendment; or

(5) Priorities Between Bonds. The establishment of priorities as between Bonds issued and Outstanding; or

(6) Modification of Less Than All the Bonds. The modification of or otherwise affecting the rights of the Owners of less than all of the Outstanding Bonds.

B. Notwithstanding the foregoing provisions of this Section, this Ordinance and the rights and obligations of the City and of the Owners of the Bonds may also be modified or amended at any time, with the written consent of the Insurer but without the consent of any Owners of the Bonds, but only to the extent permitted by law and only for any or all of the following purposes:

(1) to add to the covenants and agreements of the City contained in this Ordinance other covenants and agreements thereafter to be observed;

(2) to subject to the covenants and agreements of the City in this Ordinance additional Water System revenues, to be defined and treated as Gross Pledged Revenues, for the purpose of providing additional security for the Bonds and any Parity Bonds;

(3) in connection with the provision of a Reserve Fund Insurance Policy subsequent to the issuance of the Bonds;

(4) to provide for the appointment of a new Paying Agent;

(5) to make such provisions for the purpose of curing any ambiguity or of curing or correcting any formal defect or omission in this Ordinance, or in regard to questions

arising under this Ordinance, as the City may deem necessary or desirable, and which shall not adversely affect the interests of the Owners of the Bonds; or

(6) in order to preserve or protect the excludability from gross income for federal income tax purposes of the interest allocable to the Bonds.

Section 1002. Notice of Amendment. Whenever the Council proposes to amend or modify this Ordinance under the provisions of this Article, it shall cause notice of the proposed amendment to be mailed to Owners of all Outstanding Bonds at their addresses as the same last appear on the registration records maintained by the Paying Agent or by electronic means to DTC or its successors, and to the Insurer. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory ordinance is on file with the office of the City Clerk for public inspection. Notice of the proposed amendment, together with a copy of the proposed amendatory ordinance, shall be delivered to the Rating Agencies then maintaining a rating on the Bonds at least 15 days in advance of the adoption of the amendment. A full transcript of all proceedings relating to the execution of such amendatory ordinance shall be provided to the Insurer.

Section 1003. Time for Amendment. If the ordinance is required to be consented to by the Owners of the Bonds, whenever at any time within one year from the date of the giving of such notice there shall be filed with the City Manager an instrument or instruments executed by the Owners of not less than a majority of aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendatory ordinance described in such notice and shall specifically consent to and approve the adoption of such ordinance, the Council may adopt such amendatory ordinance and such ordinance shall become effective. If the ordinance is not required to be consented to by the Owners of the Bonds, the amendatory ordinance may be adopted by the Council at any time.

Section 1004. Binding Consent to Amendment. If the Owners of not less than a majority of aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory ordinance requiring consent of the Owners of the Bonds, or the predecessors in title of such Owners, shall have consented to and approved the adoption thereof as herein provided, no Owner of any Bond, whether or not such Owner shall have consented to or shall have revoked any consent as in this Article provided, shall have any right or interest to object to the adoption of such amendatory ordinance or to object to any of the terms or provisions therein contained or to the

operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Section 1005. Time Consent Binding. Any consent given by the Owner of a Bond pursuant to the provisions of this Article shall be irrevocable for a period of 6 months from the date of the giving of the notice above provided for and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at any time after 6 months from the date of such giving of such notice by the Owner who gave such consent or by a successor in title by filing notice of such revocation with the City Manager, but such revocation shall not be effective if the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding as in this Article provided, prior to the attempted revocation, consented to and approved the amendatory ordinance referred to in such revocation.

Section 1006. Unanimous Consent. Notwithstanding anything in the foregoing provisions of this Article, the terms and provisions of this Ordinance or of any ordinance amendatory thereof or supplemental thereto and the rights and the obligations of the City and of the Owners of the Bonds thereunder may be modified or amended in any respect upon the adoption by the City and upon the filing with the City Manager of an ordinance to that effect and with the consent of the Insurer and the Owners of all the then Outstanding Bonds, such consent to be given as provided in Section 1003 hereof; and no notice to Owners of Bonds shall be required as provided in Section 1002 hereof, nor shall the time of consent be limited except as may be provided in such consent.

Section 1007. Exclusion of City's Bonds. At the time of any consent or of other action taken under this Article, the City shall furnish to the City Manager a certificate of the Director of Finance, upon which the City may rely, describing all Bonds to be excluded for the purpose of consent or of other action or of any calculation of Outstanding Bonds provided for in this Article, and the City shall not be entitled with respect to such Bonds to give any consent or to take any other action provided for in this Article, as provided in Section 314 hereof.

Section 1008. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in this Article provided may bear a notation by endorsement or otherwise in form approved by the Council as to such action; and after the approval of such notation, then upon demand of the Owner of any Bond Outstanding and upon presentation of such Person's Bond for that purpose at the principal office of the Paying Agent, suitable notation shall

be made on such Bond by the Paying Agent as to any such action. If the Council so determines, new Bonds, so modified as in the opinion of the Council conform to such action, shall be prepared, executed, authenticated and delivered; and upon demand of the Owner of any Bond then Outstanding, shall be exchanged without cost to such Owner for Bonds then Outstanding upon surrender of such Bonds.

Section 1009. Proof of Instruments and Bonds. The fact and date of execution of any instrument under the provisions of this Article, the amount and number of the Bonds held by any Person executing such instrument, and the date of such Person's holding the same may be proved as provided by Section 1203 hereof.

Section 1010. Copies of Supplemental Ordinances to Rating Agencies. Copies of any supplemental or amendatory ordinance shall be sent by the City to the Rating Agencies at least 10 days prior to the effective date thereof.

ARTICLE XI

INSURANCE POLICY AND RESERVE POLICY PROVISIONS

Section 1101. Insurer To Be Deemed Owner, Rights of the Insurer, Payments by the Insurer; Notices.

A. Notwithstanding any provision of this Ordinance to the contrary, so long as the Insurer is not in default in its payment obligations under the Insurance Policy, the Insurer shall at all times be deemed the sole and exclusive Owner of the Outstanding Bonds for the purposes of all approvals, consents, waivers, institution of any action, and the direction of all remedies pursuant to this Ordinance, including but not limited to approval of or consent to any amendment of or supplement to this Ordinance which requires the consent or approval of the Owners of not less than a majority of the aggregate principal amount of the Bonds then Outstanding pursuant to this Ordinance; provided, however, that the Insurer shall not be deemed to be the sole and exclusive Owner of the Outstanding Bonds with respect to any amendment or supplement to this Ordinance which seeks to amend or supplement this Ordinance for the purposes set forth in clauses A (1) through A (6) of Section 1001 hereof, and provided, further, that the Insurer shall not have the right to direct or consent to City, Paying Agent or Owner action as provided herein, if:

- (1) the Insurer shall be in default under the Insurance Policy;

(2) any material provision of the Insurance Policy shall be held to be invalid by a final, non-appealable order of a court of competent jurisdiction, or the validity or enforceability thereof shall be contested by the Insurer; or

(3) a proceeding shall have been instituted in a court having jurisdiction in the premises seeking an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution in respect of the Insurer and such proceeding is not terminated for a period of 90 consecutive days or such court enters an order granting the relief sought in such proceeding.

B. To the extent that the Insurer makes payment of any principal of or interest on a Bond, it shall be fully subrogated to all of the Owner's rights thereunder in accordance with the terms of the Insurance Policy to the extent of such payment, including the Owner's rights to payment thereof.

C. In the event that the principal of or interest on a Bond shall be paid by the Insurer pursuant to the terms of the Insurance Policy: (1) such Bond shall continue to be "Outstanding" under this Ordinance, and (2) the Insurer shall be fully subrogated to all of the rights of the Owner thereof in accordance with the terms and conditions of paragraph B of this Section and the Insurance Policy.

D. This Ordinance shall not be discharged unless and until all amounts due to the Insurer have been paid in full or duly provided for.

E. The rights granted under this Ordinance to the Insurer to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit of or on behalf of the Owners, nor does such action evidence any position of the Insurer, positive or negative, as to whether Owner consent is required in addition to consent of the Insurer.

F. No modification, amendment or supplement to this Ordinance shall become effective except upon obtaining the prior written consent of the Insurer.

G. No contract shall be entered into nor any action taken by the City or the Paying Agent pursuant to which the rights of the Insurer or security for or sources of payment of the Bonds under this Ordinance may be materially impaired or prejudiced except upon obtaining the prior written consent of the Insurer.

H. The provisions of this Article shall be of no force and effect if the Bonds are not insured by an Insurer.

ARTICLE XII MISCELLANEOUS

Section 1201. Defeasance. If, when the Bonds shall be paid in accordance with their terms (or payment of the Bonds has been provided for in the manner set forth in the following paragraph), together with all other sums payable hereunder, then this Ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Payment of any Outstanding Bond shall prior to the maturity or Redemption Date thereof be deemed to have been provided for within the meaning and with the effect expressed in this Section if (a) in case said Bond is to be redeemed on any date prior to its maturity, the City shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 313 hereof, notice of redemption of such Bond on said Redemption Date, such notice to be given in accordance with the provisions of Section 313 hereof, (b) there shall have been deposited with the Paying Agent or other Trust Bank either moneys in an amount which shall be sufficient, and/or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other Trust Bank at the same time, shall be sufficient to pay when due the Bond Requirements due and to become due on said Bond on and prior to the Redemption Date or maturity date thereof, as the case may be, and (c) in the event said Bond is not by its terms subject to redemption within the next sixty days, the City shall have given the Paying Agent in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 313 hereof, a notice to the Owner of such Bond that the deposit required by (b) above has been made with the Paying Agent or other Trust Bank and that payment of said Bond has been provided for in accordance with this Section and stating such maturity or Redemption Date upon which moneys are to be available for the payment of the Bond Requirements of said Bond. Neither such securities nor moneys deposited with the Paying Agent or other Trust Bank pursuant to this Section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Bond

Requirements of said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other Trust Bank, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the Bond Requirements to become due on said Bond on or prior to such Redemption Date or maturity date thereof, as the case may be. At such time as payment of a Bond has been provided for as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Ordinance, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other Trust Bank.

The release of the obligations of the City under this Section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this Section with respect to all Bonds then Outstanding, this Ordinance may be discharged in accordance with the provisions of this Section but the liability of the City in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Federal Securities deposited with the Paying Agent or other Trust Bank as provided in this Section.

Section 1202. Delegated Powers. The officers, employees and agents of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. Final Certificates. the execution of such certificates and closing documents as may be reasonably required by the Purchaser or Bond Counsel, including the Continuing Disclosure Certificate and Insurance Agreement, if any;

B. Paying Agent Agreement. the execution and delivery of an agreement with the Paying Agent necessary or desirable to evidence the acceptance by the Paying Agent of its duties hereunder;

C. Official Statement. the execution and delivery of the final Official Statement;

D. Purchase Contract. the execution and delivery of the bond purchase proposal from the Purchaser; and

E. Electronic Signatures. the use of electronic signatures to execute any of the documents described in this Section 1202 or elsewhere in this Ordinance, as authorized by Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act.

Section 1203. Evidence of Bond Owners. Any request, consent or other instrument which this Ordinance may require or may permit to be signed and to be executed by the Owners of any Bonds may be in one or more instruments of similar tenor and shall be signed or shall be executed by each such Owner in person or by such Person's attorney appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Ordinance (except as otherwise herein expressly provided) if made in the following manner:

A. Proof of Execution. The fact and the date of the execution by any Owner of any Bonds or such Person's attorney of such instrument may be established by a certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the City Manager or Director of Finance, of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, that the individual signing such request or other instrument acknowledged to him or her the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer; the authority of the individual or individuals executing any such instrument on behalf of a corporate Owner of any securities may be established without further proof if such instrument is signed by an individual purporting to be the president or vice-president of such corporation with a corporate seal affixed and attested by an individual purporting to be its secretary or an assistant secretary; and the authority of any Person or Persons executing any such instrument in any fiduciary or representative capacity may be established without further proof if such instrument is signed by a Person or Persons purporting to act in such fiduciary or representative capacity; and

B. Proof of Holdings. The amount of Bonds held by any Person and the numbers, date and other identification thereof, together with the date of such Person's holding the Bonds, shall be proved by the registration records maintained by the Paying Agent.

Section 1204. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the City, the Paying Agent, the Insurer and the Owners of the Bonds, any right, remedy or claim under or by

reason of this Ordinance or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent, the Insurer, the Surety Provider and the Owners of the Bonds.

Section 1205. Notices. Except as otherwise may be provided in this Ordinance, all notices, certificates, requests or other communications pursuant to this Ordinance shall be in writing and shall be sufficiently given and shall be deemed given by personal delivery or when mailed by first class mail, and either delivered or addressed as follows:

If to the City at:

City of Arvada
8101 Ralston Road
Arvada, Colorado 80002
Attention: Director of Finance

If to the Paying Agent at:

UMB Bank, n.a.
1670 Broadway
Denver, Colorado 80202
Attention: Corporate Trust & Escrow Services Department

Any of the foregoing Persons may, by notice given hereunder to each of the other Persons, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 1206. Additional Notices to Rating Agencies. The Paying Agent hereby agrees that if at any time (a) the City shall redeem any portion of the Bonds Outstanding prior to maturity, but excluding redemptions pursuant to Section 311 hereof, (b) the City shall provide for the payment of any portion of the Bonds pursuant to Section 1201 hereof, (c) a successor Paying Agent is appointed hereunder, or (d) any supplement to this Ordinance shall become effective or any Person shall waive any provision of this Ordinance, then, in each case, the Paying Agent shall give notice to each Rating Agency.

Section 1207. Business Days. If the date for making any payment or the last date for performance of any act or the exercising of any rights, as provided in this Ordinance, shall not be

a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

Section 1208. Effective Date. This Ordinance shall be in full force and effect five days after final publication.

Section 1209. Disposition of Ordinance. This Ordinance, as adopted by the Council, shall be numbered and recorded by the City Clerk in the official records of the City. The adoption and publication shall be authenticated by the signatures of the Mayor and City Clerk, and by the certificate of publication.

INTRODUCED, READ, AND ORDERED PUBLISHED this 6th day of May, 2025.

PASSED, ADOPTED AND APPROVED this 20th day of May, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: May 8, 2025

STATE OF COLORADO)
)
COUNTIES OF ADAMS AND)
JEFFERSON) SS.
)
CITY OF ARVADA)

I, Kristen Rush, the City Clerk of the City of Arvada, Colorado (the “City”), do hereby certify:

1. The foregoing pages are a true, correct and complete copy of an ordinance adopted by the City Council of the City (the “Council”) (i) on first reading at a regular meeting of the Council held at the City Council Chambers on May 6, 2025, and (ii) on second reading, at a regular meeting of the Council held at the City Council Chambers on May 20, 2025.

2. The ordinance has been signed by the Mayor, sealed with the corporate seal of the City, attested by me as City Clerk, and duly recorded in the books of the City; and that the same remains of record in the book of records of the City.

3. The passage of the ordinance on May 6, 2025, on first reading was duly moved and seconded, and the ordinance was passed on first reading by an affirmative vote of a majority of the members of the Council as follows:

Name	“Yes”	“No”	Absent	Abstain
Lauren Simpson, Mayor				
Randy Moorman, Mayor Pro Tem				
Shawna Ambrose				
John Marriott				
Bob Fifer				
Sharon Davis				
Brad Rupert				

4. The passage of the ordinance on May 20, 2025, on second and final reading was duly moved and seconded, and the ordinance was passed on second and final reading by an affirmative vote of a majority of the members of the Council as follows:

Name	“Yes”	“No”	Absent	Abstain
Lauren Simpson, Mayor				
Randy Moorman, Mayor Pro Tem				
Shawna Ambrose				
John Marriott				
Bob Fifer				
Sharon Davis				
Brad Rupert				

5. There are no bylaws, rules or regulations of the Council which might prohibit the adoption of said Ordinance.

6. Notices of the meetings of May 6, 2025, and May 20, 2025, in the forms attached hereto as Exhibit A were posted not less than 24 hours prior to the meetings in accordance with law.

7. The Ordinance was published after first reading, which notice included the day, hour, and place at which the Council would hold a public hearing thereon, and the affidavit of publication is attached hereto as Exhibit B.

8. The Ordinance was published after second and final reading and the affidavit of publication is attached hereto as Exhibit C.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said
City this _____ day of _____, 2025.

(SEAL)

City Clerk

EXHIBIT A

(Attach Notices of Meetings)

EXHIBIT B

(Affidavit of Publication after First Reading)

EXHIBIT C

(Affidavit of Publication after Second Reading)

CONTINUING DISCLOSURE CERTIFICATE

City of Arvada, Colorado Water Enterprise Revenue Bonds Series 2025

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Arvada, Colorado (the “Issuer”), in connection with the issuance of its “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2025” dated as of [CLOSING DATE, 2025], in the aggregate principal amount of \$[PAR] (the “Bonds”). The Bonds are being issued pursuant to an ordinance adopted by the City Council of the Issuer on May 20, 2025 (the “Ordinance”). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c-12(b)(5) of the Securities and Exchange Commission (the “SEC”).

SECTION 2. Definitions. In addition to the definitions set forth in the Ordinance or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Dissemination Agent” shall mean any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“Fiscal Year” shall mean the period beginning on January 1 of a calendar year and ending on December 31 of the same calendar year, or such other 12-month period as may be adopted by the Issuer in accordance with law.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB’s required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at <http://emma.msrb.org>.

“Official Statement” means the final Official Statement prepared in connection with the Bonds.

“Participating Underwriter” shall mean the original underwriter of the Bonds required to comply with the Rule in connection with an offering of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than 9 months following the end of the Issuer’s Fiscal Year, commencing 9 months following the end of the Issuer’s Fiscal Year ending December 31, 2025, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if the Issuer has selected one). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report. The information to be updated may be reported in any format chosen by the Issuer: it is not required that the format reflected in the Official Statement be used in future years.

(b) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall, in a timely manner, file or cause to be filed with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit “A.”

SECTION 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements, if any, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, audited financial statements will be provided when and if available.

(b) An update of the type of information identified in Exhibit “B” hereto, which is contained in the tables in the Official Statement with respect to the Bonds.

Any or all of the items listed above may be incorporated by reference from other documents (including official statements), which are available to the public on the MSRB’s Internet Web Site or filed with the SEC. The Issuer shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Listed Events. The Issuer shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Bonds.

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, *if material*;

- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of bondholders, *if material*;
- (8) Bond calls, *if material*, and tender offers;
- (9) Defeasances;
- (10) Release, substitution or sale of property securing repayment of the Bonds, *if material*;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person;¹
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*;
- (15) Incurrence of a financial obligation² of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms

¹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

² For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term “financial obligation” is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or

of a financial obligation of the obligated person, any of which affect security holders, *if material*; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent.

(a) The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer elects not to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Certificate. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the Issuer and the Dissemination Agent.

(b) In addition to the filing duties on behalf of the Issuer described in this Disclosure Certificate, the Dissemination Agent shall:

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

(B). The term "financial obligation" shall not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. In complying with Listed Events (15) and (16), the Issuer intends to apply the guidance provided by the Rule or other applicable federal securities law, SEC Release No. 34-83885 (August 20, 2018) and any future guidance provided by the SEC or its staff.

(2) send written notice to the Issuer at least 30 but no more than 60 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) certify in writing to the Issuer that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Issuer will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

DATE: [CLOSING DATE, 2025]

CITY OF ARVADA, COLORADO

By: _____
Mayor

EXHIBIT “A”

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Arvada
Name of Bond Issue: Water Enterprise Revenue Bonds, Series 2025
Date of Issuance: [CLOSING DATE, 2025]
CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated [CLOSING DATE, 2025]. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____, _____

CITY OF ARVADA, COLORADO

By: _____
Mayor

EXHIBIT “B”

OFFICIAL STATEMENT TABLES TO BE UPDATED

[TO BE DISCUSSED]

92800121.v2

NOTICE OF PUBLIC SALE
DATED [_____, 2025]

CITY OF ARVADA, COLORADO
WATER ENTERPRISE REVENUE BONDS
SERIES 2025 - \$[PAR]*

PUBLIC NOTICE IS HEREBY GIVEN that the City Council (the “Council”) of the City of Arvada, Colorado (the “City”) will receive electronic bids for the purchase of the Bonds described below on:

[_____, 2025]*

at the hour of 9:00 a.m., Colorado time.

Bids must be submitted electronically via the BIDCOMP/PARITY BIDDING SYSTEM (“BIDCOMP/PARITY”) as described in “BID PROPOSAL REQUIREMENTS” and “BIDCOMP/PARITY” below.

ISSUE DETAILS: The Bonds to be sold are the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2025” (the “Bonds”) in the aggregate principal amount of \$[PAR]*. The Bonds will be dated as of the date of delivery, will be issued in fully registered form, and will be initially evidenced by one Bond for each year in which the Bonds mature in denominations equal to the principal amount which matures in each such year. Any initially issued Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, as securities depository for the Bonds (“DTC”). The Bonds are being issued pursuant to an ordinance adopted by the Council on [_____, 2025] (the “Bond Ordinance”), and a sale certificate (the “Sale Certificate”) authorized pursuant to the Bond Ordinance.

MATURITIES: Except as otherwise provided below in “MANDATORY SINKING FUND REDEMPTION” and “ADJUSTMENT OF MATURITIES AFTER DETERMINATION OF BEST BID” below, the Bonds will mature on December 1 in the years and amounts designated below:

<u>Maturity Date</u> <u>(December 1)</u>	<u>Principal Amount*</u>
2025	\$
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	

* Subject to change.

2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
2044
2045
2046
2047
2048
2049
2050
2051
2052
2053
2054

ADJUSTMENT OF MATURITIES AFTER DETERMINATION OF BEST BID:

The aggregate principal amount and the principal amount of each serial maturity of the Bonds set forth in the Maturity Schedule above are subject to adjustment by the City, after the determination of the best bid. Changes to be made will be communicated to the winning bidder at the time of award of the Bonds to the winning bidder; changes will not reduce or increase the aggregate principal amount of any individual maturity of the Bonds by more than fifteen percent (15%) from the amount shown in the Maturity Schedule and will not increase the total aggregate principal amount of the Bonds to an amount in excess of \$[PAR] or the maximum annual repayment cost to an amount in excess of [MADs]. The price bid (i.e., par less any discount bid or plus any premium bid) by a winning bidder may be changed as described below, but the interest rates specified by the winning bidder for all maturities will not change. A winning bidder may not withdraw its bid as a result of any changes made within these limits. The price bid will be changed so that the percentage net compensation to the winning bidder (i.e., the percentage resulting from dividing (i) the aggregate difference between the offering price of the Bonds to the public and the price to be paid to the City, less any bond insurance premium, if any, to be paid by the bidder, by (ii) the principal amount of the Bonds) does not increase or decrease from what it would have been if no adjustment was made to the principal amounts shown in the Maturity Schedule.

OPTIONAL PRIOR REDEMPTION: The Bonds maturing on or before December 1, 20[], are not subject to redemption at the option of the City prior to maturity. The Bonds maturing on and after December 1, 20[], are subject to redemption prior to their respective maturities, at the option of the City, in whole or in part, in integral multiples of \$5,000, from such maturities as are selected by the City, and if less than all of the Bonds of a maturity are to be redeemed, the Bonds of such maturity are to be selected by lot (giving proportionate weight

to Bonds in denominations larger than \$5,000), on December 1, 20[___], or on any date thereafter, at a redemption price equal to the principal amount so redeemed plus accrued interest to the redemption date without a redemption premium. Redemption will be made in the manner and upon the conditions described in the Final Official Statement (as described below).

MANDATORY SINKING FUND REDEMPTION: Any bidder may, at its option, specify that one or more consecutive maturities of the Bonds will consist of term bonds (the “Term Bonds”) which are subject to mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof, as designated in the bid of such bidder. Amounts included as a Term Bond must consist of consecutive maturities, must bear the same rate of interest and must include the entire principal amount for any maturity included in the Term Bond (i.e., the principal amount maturing in any year may not be divided between a serial maturity and a mandatory sinking fund redemption). Any such Term Bond will be subject to mandatory sinking fund redemption in installments in the same amounts and on the same dates as the Bonds would have matured if they were not included in a Term Bond or Term Bonds. Bonds redeemed pursuant to the mandatory sinking fund redemption provisions will be redeemed at a redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date in the manner and as otherwise provided in the Bond Ordinance and the Sale Certificate. Any election to designate the Bonds as being included in a Term Bond must be made in the official bid forms.

INTEREST RATES AND LIMITATIONS: Interest shall be payable on June 1 and December 1 of each year, commencing December 1, 2025, and will be computed on the basis of a 360-day year of twelve 30-day months.

1. There is no limit on the number of rates specified, except that one interest rate only shall be specified for the Bonds of any maturity.
2. The interest rate for the Bonds must be stated in a multiple of 1/8th or 1/20th of 1% per annum. A zero rate of interest may not be named for the Bonds.
3. The maximum differential between the lowest and the highest interest rates stated in the bid for the Bonds may not exceed [___] basis points (e.g., if the lowest rate is [___]% the highest rate may not exceed [___]%).
4. The maximum interest rate on any Bond shall not exceed [___]%.
5. The City intends to receive a project construction fund deposit of \$[___] from the proceeds of the Bonds. Depending on the coupon structure in the bid, an increase or reduction of annual par amounts may be required.

PURCHASE PRICE: The purchase price bid for the Bonds shall not be less than [___]% of the par amount of the Bonds. SEE “WINNING BIDDER’S REOFFERING YIELDS”.

BOND INSURANCE AT BIDDER’S OPTION AND EXPENSE: Bids will be accepted which are based upon the issuance of a municipal bond insurance policy for some or all of the Bonds, provided that payment of any insurance premium and any additional fees charged by any rating agency for rating insured Bonds shall be the sole responsibility of the bidder.

Bids shall not be conditioned upon the issuance of a municipal bond insurance policy. Subject to the limitations described below, the City will cooperate in any effort to qualify the Bonds for such bond insurance. The City makes no representation as to whether the Bonds will qualify for municipal bond insurance, and satisfaction of any conditions to the issuance of a municipal bond insurance policy shall be the sole responsibility of the bidder. In particular, the City will neither amend nor supplement any resolution or ordinance in any way nor will it agree in advance of the sale of the Bonds to enter into any additional agreements with respect to the provision of any such policy. **FAILURE OF THE INSURANCE PROVIDER TO ISSUE ITS POLICY SHALL NOT CONSTITUTE CAUSE FOR A FAILURE OR REFUSAL BY THE WINNING BIDDER TO ACCEPT DELIVERY OF OR PAY FOR THE BONDS.** The winning bidder must provide the City with the municipal bond insurance commitment and information with respect to the municipal bond insurance policy and the insurance provider for inclusion in the Final Official Statement (as defined below) within two (2) business days following the award of the bid by the City. On or prior to the date of delivery of the Bonds, the City will require an opinion of counsel to the insurance provider regarding the enforceability of the municipal bond insurance policy, and a certificate of an officer of the insurance provider regarding certain tax matters and regarding the information in the Official Statement concerning the insurance provider and policy, in form reasonably satisfactory to the City and the winning bidder.

INFORMATION AVAILABLE FROM PRELIMINARY OFFICIAL STATEMENT: Reference is made to the Preliminary Official Statement dated [_____, 2025] (the "Preliminary Official Statement") for information as to the authorization and purpose of the Bonds; security for the Bonds; the book-entry system, transfer, exchange and place of payment of the Bonds; the exclusion of the interest on the Bonds from federal and State of Colorado income taxation; and other information relating to the Bonds and the City.

BIDCOMP/PARITY: Bids must be submitted electronically using BIDCOMP/PARITY no later than the time designated herein for the receipt of bids. During the electronic bidding, no bidder will see any other bidder's bid nor the status of their bid relative to other bids (i.e., whether their bid is a leading bid). Bidders may change or withdraw their bids at any time up to the time designated herein. Electronic bids may only be submitted through BIDCOMP/PARITY. If any provisions in this Notice of Public Sale should conflict with information or terms provided or required by BIDCOMP/PARITY, this Notice of Public Sale (and any amendments hereto) shall control.

BID PROPOSAL REQUIREMENTS: A prospective bidder must register electronically to bid for the Bonds via BIDCOMP/PARITY no later than 8:30 a.m., (Mountain Time), on [_____, 2025]. A prospective bidder must register electronically to bid for the Bonds by completing the information required by BIDCOMP/PARITY. By registering to bid for the Bonds, a prospective electronic bidder represents and warrants to the City that such bidder's bid for the purchase of the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such prospective bidder by an officer or agent who is duly authorized to bind the prospective bidder to a legal, valid and enforceable contract for the purchase of the Bonds. By registering via BIDCOMP/PARITY to bid for the Bonds, a prospective bidder is not obligated to submit a bid in connection with the sale.

Bids must be submitted electronically for the purchase of the Bonds by means of BIDCOMP/PARITY by 9:00 a.m., (Mountain Time), on [_____, 2025]. Prior to that time,

an eligible prospective bidder may (1) input the proposed terms of its bid on BIDCOMP/PARITY, (2) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Bonds, (3) send its proposed bid, or (4) withdraw its proposed bid. Once the bids are communicated electronically via BIDCOMP/PARITY, each bid will constitute an irrevocable offer to purchase the Bonds on the terms therein provided.

Each prospective bidder shall be solely responsible to register to bid via BIDCOMP/PARITY as described above. Each qualified prospective bidder shall be solely responsible to make necessary arrangements to access BIDCOMP/PARITY for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Public Sale. Neither the City nor the City's financial advisor Stifel, Nicolaus & Company, Incorporated (the "Financial Advisor") shall have any duty or be obligated to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the City nor the Financial Advisor shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, BIDCOMP/PARITY. The City is using BIDCOMP/PARITY as a communication mechanism, and not as the City's agent, to conduct the electronic bidding for the Bonds.

Each bidder is required to transmit electronically via BIDCOMP/PARITY an unconditional bid specifying the lowest rate or rates of interest and the premium, or discount, as applicable, at which the bidder will purchase the Bonds. Each bid must be for all the Bonds herein offered for sale.

For informational purposes only, the electronic bid will show the effective interest rate for the Bonds represented on a true interest cost basis, as described under "BASIS OF AWARD" below, represented by the rate or rates of interest and the bid price specified in the bid. No bid will be received after the time for receiving such bids specified above.

Further information about BIDCOMP/PARITY, including any fees charged, may be obtained from such entity as follows: Bidcomp/Parity, 1359 Broadway, 2nd Floor, New York, New York 10018, telephone (212) 849-5023; fax (212) 849-5021.

WINNING BIDDER'S REOFFERING YIELDS AND ESTABLISHING THE ISSUE PRICE: At or before 10:30 a.m. Mountain Time on [_____, 2025], the winning bidder (or manager of the purchasing account) for the Bonds must provide to the Director of Finance of the City (the "Director of Finance") and the Financial Advisor the initial offering price and yield to the public.

The winning bidder shall assist the City in establishing the issue price of the Bonds for federal income tax purposes and shall execute and deliver to the City at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, in a form acceptable to the City and Butler Snow LLP ("Bond Counsel"). All actions to be taken by the City under this Notice of Public Sale to establish the issue price of the Bonds may be taken on behalf of the City

by the Financial Advisor and any notice or report to be provided to the City may be provided to the Financial Advisor.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (i) the City will disseminate this Notice of Public Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (ii) all bidders will have an equal opportunity to bid;
- (iii) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (iv) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Public Sale.

Any bid submitted pursuant to this Notice of Public Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid and in this Notice of Public Sale and shall not be subject to any conditions or qualifications except as permitted by this Notice of Public Sale. **By submitting a bid, each bidder confirms that it has an established industry reputation for underwriting new issuances of municipal obligations.**

In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the Bonds. ***Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.***

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher

than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(A) the close of the fifth (5th) business day after the sale date; or

(B) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date, as set forth in the Final Official Statement, has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with

the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Public Sale. Further, for purposes of this Notice of Public Sale:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date that the Bonds are awarded by the City to the winning bidder.

GOOD FAITH DEPOSIT: [No good faith deposit is required to be made by the apparent winning bidder after the bids have been received.] [OR] [A good faith deposit in the amount of \$[_____] will be required to be made by the apparent winning bidder after the bids have been received. The apparent winning bidder will be required to wire the good faith deposit to the City no later than 1:00 p.m. Mountain Time on [_____, 2025]. The Financial Advisor will contact the apparent winning bidder and request the apparent winning bidder to wire such good faith deposit and the apparent winning bidder shall provide the Federal wire reference number of

such good faith deposit to the Financial Advisor by 1:00 p.m. Mountain Time on [_____, 2025]. Wire information shall be provided by the City upon award.

The Bonds will not be officially awarded to a bidder until such time as the bidder has provided a Federal wire reference number for the good faith deposit to the Financial Advisor.

No interest on the good faith deposit will accrue to any bidder. The good faith deposit of the winning bidder for the Bonds will be applied to the purchase price of the Bonds. In the event the winning bidder for the Bonds fails to honor its accepted bid, the good faith deposit plus any interest accrued on the good faith deposit will be retained by the City. Any investment income earned on the good faith deposit will not be credited to the successful bidder on the purchase price of the Bonds.]

SALE RESERVATIONS: The Council reserves the right (1) to reject any and all bids for the Bonds, (2) to reoffer the Bonds for sale as provided by law, and (3) to waive any irregularity or informality in any bid. In addition, the Council reserves the privilege of changing the date and/or time of sale of the Bonds. If the Council changes the date and/or time of the sale of the Bonds, this Notice of Public Sale shall remain effective, except as amended by communication or other amendment communicated to potential bidders.

If bids are not taken on [_____, 2025], or if all bids are rejected on [_____, 2025], the City may reoffer the Bonds for sale at any time thereafter.

BASIS OF AWARD: Subject to the sale reservations and limitations set forth herein, the Bonds will be sold to the responsible bidder making the best bid therefor. The best bid(s) will be determined by computing the actuarial yield on the Bonds (i.e., using an actuarial or true interest cost method) for each bid received. “True interest cost” on the Bonds as used herein means that yield which if used to compute the present worth as of the estimated delivery date of the Bonds of all payments of principal and interest to be made on such series of the Bonds from the estimated delivery date to their respective maturity dates (or mandatory sinking fund redemption dates), using the interest rates specified in the bid and the principal amounts specified in the Maturity Schedule, produces an amount equal to the principal amount of the Bonds, less any discount or plus any premium bid. All interest calculations and the calculation of the best bid shall be based on a 360-day year and a semiannual compounding interval. If an award is made, it will be made to the bidder whose bid results in the lowest true interest cost, i.e., to the bidder making the bid resulting in the lowest true interest cost on the Bonds. If two or more equal bids for the Bonds are received and such equal bids are the best bids received, the City will determine which bid will be accepted.

TIME OF AWARD: The Council has authorized certain designated officers, on behalf of the Council, to accept the best responsible bid for the purchase of the Bonds, and to accept such bid, for and in the name of the City, by notice to the winning bidder. The City will award the Bonds or reject all bids not later than 24 hours after the expiration of the time herein specified for the receipt of bids unless such time of award is waived by the winning bidder.

MANNER AND TIME OF DELIVERY: [The good faith deposit of the winning bidder will be credited to the winning bidder against the purchase price of the Bonds at the time of delivery of the Bonds (without accruing interest). If the winning bidder for the Bonds fails or

neglects to complete the purchase of the Bonds when the Bonds are made ready and are tendered for delivery, the amount of this good faith deposit will be forfeited (as liquidated damages for noncompliance with the bid) to the City, except as hereinafter provided.] In that event, the Council may reoffer the Bonds for sale as provided by law. The purchaser will not be required to accept delivery of any of the Bonds if they are not tendered for delivery within 60 days from the date herein stated for opening bids. [If the Bonds are not so tendered within said period of time, the good faith deposit, if any, will be returned to the purchaser upon its request (without accruing interest).] The City contemplates, however, effecting delivery of the Bonds to the purchaser through DTC on or about [_____, 2025].

PAYMENT: The winning bidder or bidders will be required to make payment of the balance due for the Bonds at a bank or trust company designated by the Director of Finance. Payment of the balance of the purchase price due at delivery must be made in Federal Reserve Funds or other funds acceptable to the City for immediate and unconditional credit to the City. The Bonds will be delivered at the office of The Depository Trust Company in New York, New York, on confirmation by the City of receipt of the balance of the purchase price.

CUSIP NUMBERS: CUSIP numbers will be ordered by the Financial Advisor and will be paid for by the City as a cost of issuance. CUSIP numbers will be printed on the Bonds. If a wrong number is imprinted on any Bond or if a number is not printed thereon, any such error or omission will not constitute cause for the winning bidder to refuse delivery of any Bond.

OFFICIAL STATEMENT: The City has prepared the Preliminary Official Statement, which is deemed by the City to be final as of its date for purposes of allowing bidders to comply with Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the “Rule”), except for the omission of certain information as permitted by the Rule. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement, as defined below.

Copies of the Preliminary Official Statement and other information concerning the City and the Bonds may be obtained prior to the sale from the sources listed under “INFORMATION” below.

The City will, as soon as practicable after the award of the Bonds to the winning bidder, update the information contained in the Preliminary Official Statement to the date of the award, and such updated Preliminary Official Statement will constitute the “Final Official Statement” relating to the Bonds. The City authorizes the winning bidder to distribute the Final Official Statement in connection with the offering of the Bonds. The City will provide to the winning bidder an amount not to exceed 20 copies of the Final Official Statement on or before the seventh business day following the date of the award of the Bonds to the winning bidder. The winning bidder may obtain additional copies of the Final Official Statement at its expense. The Final Official Statements will be delivered to the winning bidder at the offices of the Financial Advisor at the address listed below (see “INFORMATION” herein). If the winning bidder fails to pick up the Final Official Statements at the offices of the Financial Advisor, the Final Official Statements will be forwarded to the winning bidder by mail or another delivery service mutually agreed to between the winning bidder and the Financial Advisor.

For a period beginning on the date of the Final Official Statement and ending 25 days following the date the winning bidder shall no longer hold for sale any of the Bonds, if any event concerning the affairs, properties or financial condition of the City shall occur as a result of which it is necessary to supplement the Final Official Statement in order to make the statements therein, in light of the circumstances existing at such time, not misleading, the City shall notify the winning bidder of any such event of which the Director of Finance has actual knowledge and, at the request of the winning bidder, shall cooperate fully in preparation and furnishing of any supplement to the Final Official Statement necessary, in the reasonable opinion of the City and the winning bidder, so that the statements therein as so supplemented will not be misleading in the light of the circumstances existing at such time.

SECONDARY MARKET DISCLOSURE UNDERTAKING: Pursuant to Securities and Exchange Commission Rule 15c2-12, the City will undertake to provide notice of the occurrence of certain listed events. A form of the undertaking is set forth as an appendix to the Preliminary Official Statement.

TRANSCRIPT AND LEGAL OPINION: The validity and enforceability of the Bonds will be approved by Butler Snow LLP, Denver, Colorado, as Bond Counsel. The purchaser will receive a transcript of legal proceedings, which will include, among other documents:

- A certificate executed by officials of the City stating that there is no litigation pending affecting the validity of the Bonds as of the date of their delivery;
- A certificate executed by the Director of Finance or other authorized official of the City stating that, to the best of such person's knowledge, the Final Official Statement as of its date did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements made in the Final Official Statement, in the light of the circumstances under which they were made, not misleading, subject to the condition that while information in the Final Official Statement obtained from sources other than the City is not guaranteed as to accuracy, completeness, or fairness, such person has no reason to believe and does not believe that such information is materially inaccurate, incomplete, or misleading, and that, to the best of such person's knowledge, since the date of the Final Official Statement no event has occurred which would cause the Final Official Statement as of the date of the delivery of the Bonds to contain any untrue statement of a material fact or to omit to state any material fact necessary to make the statements made in the Final Official Statement, in the light of the circumstances under which they were made, not misleading (provided that, if between the date of the public sale of the Bonds and the date of delivery of the Bonds, any event should occur or be discovered which would cause the Final Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the purchaser thereof, and if in the opinion of the City or the purchaser such

event requires the preparation and publication of a supplement or amendment to the Final Official Statement, the City, at its sole expense, will supplement or amend the Final Official Statement in a form and in a manner approved by the purchaser and by Butler Snow LLP, Denver, Colorado, as Special Counsel to the City);

- The opinion of Butler Snow LLP as to the validity, enforceability and tax-exempt status of interest on the Bonds, a form of which is set forth as Appendix D to the Preliminary Official Statement.

GOVERNING LAW AND VENUE: This Notice of Public Sale and the contract formed when the City accepts the winning bid is governed by the laws of the State of Colorado without regard to choice of law analysis. By submitting a bid, each bidder consents to the exclusive jurisdiction of any court of the State of Colorado located in either Adams or Jefferson County or the United States District Court for the State of Colorado for the purpose of any suit, action or other proceeding arising under this Notice of Public Sale, and each bidder hereby irrevocably agrees that all claims in respect of any such suit, action or proceeding may be heard and determined by such court. Each bidder further agrees that service of process in any such action commenced in such state or federal court shall be effective on such bidder by deposit of the same as registered mail addressed to the bidder at the address set forth in the bid submitted by the bidder.

INFORMATION: This Notice of Public Sale, the Preliminary Official Statement, the official bid form and other information concerning the City and the Bonds may be obtained from the Director of Finance, City of Arvada, 8101 Ralston Road, Arvada, Colorado 80002, phone (720) 898-7123 or from the Financial Advisor, Stifel, Nicolaus & Company, Incorporated, 1401 Lawrence Street, Suite 900, Denver, Colorado, 80202, phone (303) 291-5362.

Dated [_____, 2025].

/s/

Director of Finance

EXHIBIT A

**CITY OF ARVADA, COLORADO
WATER ENTERPRISE REVENUE BONDS
SERIES 2025 - \$[PAR]***

(FOR USE WHEN COMPETITIVE SALE REQUIREMENTS ARE SATISFIED)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Bonds”).

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.¹

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. Defined Terms.

(a) **Maturity** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) **Public** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

*Subject to change.

¹ Treas. Reg. §1.148-1(f)(3)(i)(B) requires that all bidders have an equal opportunity to bid to purchase bonds. If the bidding process affords an equal opportunity for bidders to review other bids prior to submitting their bids, then this representation should be modified to describe the bidding process.

(c) ***Sale Date*** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [_____, 2025].

(d) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Butler Snow LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

Dated: [_____, 2025]

**CITY OF ARVADA, COLORADO
WATER ENTERPRISE REVENUE BONDS
SERIES 2025 - \$[PAR]***

**(FOR USE WHEN COMPETITIVE SALE REQUIREMENTS ARE NOT SATISFIED
TO BE ADJUSTED BY BOND COUNSEL AS APPLICABLE)**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] [“[SHORT NAME OF UNDERWRITER]”][the “Representative”)], on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

(1) ***[If all maturities satisfy the 10% test on the sale date:] Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A. ***[If only some of the maturities satisfy the 10% test on the sale date:]*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

(2) ***Initial Offering Price of the [Bonds][Hold-the-Offering-Price Maturities].***

(a) ***[If all maturities use hold-the-offering-price rule:]***[SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B. ***[If selected maturities use hold-the-offering-price rule:]***[SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) ***[If all maturities use hold-the-offering-price rule:]***As set forth in the Notice of Sale and bid award, [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Bonds, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is

* Subject to Change

higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. *[If selected maturities use hold-the-offering-price rule:]* [s set forth in the Notice of Sale and bid award, [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

(3) ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([_____, 2025]), or (ii) the date on which [SHORT NAME OF UNDERWRITER][the Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) ***Issuer*** means the City of Arvada, Colorado.

(e) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) ***Sale Date*** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [_____, 2025].

(h) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to

participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDERWRITING FIRM][the Representative's] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Butler Snow LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[Signature Page Follows]

[UNDERWRITER][REPRESENTATIVE]

By: _____

Name: _____

Dated: [_____, 2025]

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

92800127.v2

PAYING AGENT AGREEMENT

THIS AGREEMENT, dated as of [CLOSING DATE, 2025], is by and between the City of Arvada, Colorado (the “City”), and UMB Bank, n.a., in Denver, Colorado (the “Bank”).

WITNESSETH:

WHEREAS, by an ordinance of the City Council of the City duly adopted on May 20, 2025 (the “Bond Ordinance”), the City has authorized the issuance of the City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2025 (the “Bonds”) in the aggregate principal amount of \$[PAR]; and

WHEREAS, it is mutually desirable to the City and the Bank that the Bank, through its Corporate Trust and Escrow Services Department, act as Paying Agent (as defined in the Bond Ordinance) for the Bonds; and

WHEREAS, it is mutually desirable that this agreement (this “Agreement”) be entered into between the City and the Bank to provide for certain aspects of such Paying Agent services.

NOW, THEREFORE, the City and the Bank, in consideration of the mutual covenants herein contained, agree as follows:

1. Unless otherwise provided, capitalized terms used but not defined herein have the meanings given thereto in the Bond Ordinance.

2. The Bank hereby accepts all duties and responsibilities of the Paying Agent as provided in the Bond Ordinance and in this Agreement. The Bank shall cause the Bonds to be honored in accordance with their terms, provided that the City causes to be made available to the Bank all funds necessary in order to so honor the Bonds. Nothing in this Agreement shall require the Bank to pay or disburse any funds in excess of the amount then on deposit in the “Principal and Interest Payment Account” provided for in Section 3 of this Agreement. Nothing in this Agreement shall require the City to pay or disburse any funds for payment of the Bonds or interest thereon except at the times and in the manner provided herein, in the Bond Ordinance and the Sale Certificate authorized by the Bond Ordinance (the “Sale Certificate”). In addition, the Bank hereby accepts the duties and responsibilities pertaining to the authentication, registration, transfer, exchange, and replacement of the Bonds, and the duties and responsibilities pertaining to calling the Bonds for prior redemption, all as provided in the Bond Ordinance.

3. Not less than (a) one Business Day prior to each payment date, if funds are delivered by wire transfer, or (b) three Business Days prior to each payment date, if funds are delivered by another method of payment, funds for the payment of the Bonds and interest thereon are to be deposited by the City with the Bank in an account designated “Principal and Interest Payment Account.” The funds so deposited shall be held and applied by the Bank through its Corporate Trust and Escrow Services Department solely for the payment of principal of and interest on the Bonds. From such funds, the Bank agrees to pay at the times and in the manner provided in the Bond Ordinance and the Sale Certificate, the principal of and interest on the Bonds. In the event a payment date is not a Business Day, the Bank shall make the principal and/or interest payment on the following Business Day with the same effect as if it had been made on the date scheduled for such payment. The Bank shall not be required to invest or to pay interest on any funds of the City for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

4. There is hereby created and established with the Bank a trust fund to be designated “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2025, Costs of Issuance Fund” (the “Costs of Issuance Fund”). Into such Costs of Issuance Fund there shall be deposited \$[COI] of the proceeds of the Bonds, which shall be applied to pay the costs of issuance of the Bonds. The Bank is hereby directed to pay the costs of issuance to the parties and in the amounts listed in a copy of the closing memorandum provided by Stifel, Nicolaus & Company, Incorporated, which summarizes the approved costs of issuance to be paid, upon presentation of an invoice from each party for the listed amount. Any discrepancies will be approved by the Director of Finance prior to payment of the expense. Moneys held as part of the Costs of Issuance Fund shall remain uninvested. Any amounts remaining in the Costs of Issuance Fund 90 days after closing shall be transferred to the City subject to written confirmation from the City to the Bank that all costs of issuance have been paid.

5. The City shall pay, solely from Pledged Revenues, to the Bank fees in accordance with its then existing fee schedule and reimburse the Bank for its out-of-pocket and extraordinary expenses incurred in connection with its duties under this Agreement (including without limitation, legal fees and expenses), subject to specific appropriation therefor by the City Council. Attached to this Agreement as Exhibit A is the Bank’s current fee schedule. No new fee

schedule shall become effective until 30 days after the Bank has given the City written notice thereof.

6. Unless waived by the Bank, the City agrees to provide the Bank with not less than 45 days' notice of any prior redemption of the Bonds.

7. The Bank agrees to annually notify the City, in writing, of the City's obligation to file its Annual Report (as such term is defined in the Continuing Disclosure Certificate dated [CLOSING DATE, 2025], relating to the issuance of the Bonds), at least 30 but not more than 60 days prior to the date on which the Annual Report is required to be filed pursuant to the terms of the Continuing Disclosure Certificate. The Bank shall have no further obligation or duty relating to the City's obligation under the Continuing Disclosure Certificate other than the provision of the notice as required by this Section. The Bank shall not be held liable for failure to provide such notice nor for the City's failure to comply with such requirements.

8. At least 30 but not more than 60 days prior to [CLOSING DATE, 2030], [CLOSING DATE, 2035], [CLOSING DATE, 2040], [CLOSING DATE, 2045], [CLOSING DATE, 2050], [CLOSING DATE, 2055], and on the date on which the last Bond is discharged, the Bank shall send written notice to the City stating that the City must: (i) compute the amount of rebatable arbitrage, if any, which is due to the federal government pursuant to Sections 103 and 148(f) of the Internal Revenue Code of 1986, as amended, and (ii) pay such amount no later than 60 days from [CLOSING DATE, 2030], [CLOSING DATE, 2035], [CLOSING DATE, 2040], [CLOSING DATE, 2045], [CLOSING DATE, 2050], [CLOSING DATE, 2055] and on the date on which the last Bond is discharged. The Bank shall have no further obligation or duty related to the City's requirements under Sections 103 and 148(f) of the Internal Revenue Code of 1986 other than providing the notice required by this Section. The Bank shall not be held liable for failure to provide such notice nor for the City's failure to comply with such requirements.

9. Any moneys held by the Bank for the owners of the Bonds remaining unclaimed for one year after principal and/or interest of the respective Bonds with respect to which such moneys have been set aside have become due and payable shall without further request by the City be paid to the City without liability for interest thereon. If funds are returned to the City, the City and the Bank agree that the registered owner of such Bond shall thereafter look only to the City for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

10. This Agreement may be terminated as provided in the Bond Ordinance.

11. In the event of any conflict between the provisions of this Agreement and the provisions of the Bond Ordinance, the provisions of the Bond Ordinance shall be controlling.

12. At any time, the Bank may apply to the City for instructions and may consult counsel for the City or nationally recognized bond counsel with respect to any matter arising in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in accordance with such instructions or upon the advice or opinion of such counsel. The Bank may conclusively rely and shall be protected in acting upon any paper or document believed by it in good faith to be genuine and to have been signed by any authorized officer of the City and shall not be held to have notice of any change of authority of any authorized officer until receipt by it of written notice thereof by the City. The Bank shall also be protected in recognizing Bonds that it reasonably believes bear the manual or facsimile signatures of the authorized officers of the City. The Bank shall not be responsible, for any reason, for any action taken or omitted to be taken by it in good faith in connection with this Agreement or any of the Bonds except for its own negligence, willful misconduct or bad faith in the performance of any duty to be performed by the Bank hereunder.

13. Any company or national banking association into which the Bank may be merged or converted or with which it may be consolidated or any company or national banking association resulting from any merger, conversion or consolidation to which it shall be a party or any company or national banking association to which the Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible, shall be the successor to the Bank without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

14. This Agreement is governed by the laws of the State of Colorado, without regard to choice of law analysis. The parties consent to the exclusive jurisdiction of any court of the State of Colorado located in Adams or Jefferson County or the United States District Court for the District of Colorado for the purpose of any suit, action or other proceeding arising under this Agreement, and the parties hereby irrevocably agree that all claims in respect of any such suit, action or proceeding may be heard and determined by such court.

15. The parties agree that any individual or individuals who are authorized to execute or consent to this Agreement on behalf of the City or the Bank are hereby authorized to

execute this Agreement electronically via facsimile or email signature. This agreement by the parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Agreement shall carry the full legal force and effect of any original, handwritten signature.

16. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

17. In order to comply with provisions of the USA PATRIOT Act of 2001, or the Foreign Account and Tax Compliance Act, either as amended from time to time, the Bank may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

18. The Bank may at any time resign as Paying Agent by giving written notice to the City of such intention on its part, specifying the date on which its desired resignation shall become effective; provided, however, that such date shall not be less than 30 days after the giving of such notice by the Paying Agent to the City. In the event of resignation by the Bank, if a successor Paying Agent has not been appointed by the City within 60 days after the giving of notice by the Bank of its intention to resign, the Bank may, at the expense of the City, petition any court of competent jurisdiction for appointment of a successor Paying Agent.

[Signature Page Follows]

IN WITNESS WHEREOF, the Bank and the City have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CITY OF ARVADA, COLORADO

(SEAL)

Mayor

ATTESTED:

City Clerk

UMB BANK, N.A., as Paying Agent

By _____
Vice President

EXHIBIT A

(Attach Bank Fee Schedule)

92800116.v2



REPORT TO CITY COUNCIL

AGENDA ITEM
9.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

SUBJECT: Appointments to the Metro Water Recovery Board

Report in Brief

City Council will make two appointments to the Metro Water Recovery Board of Directors. One appointment will be to fill an unexpired term ending June 20, 2025 and one appointment for a two-year term beginning July 1, 2025 to June 30, 2027. These should be two separate motions.

I move that Dominic Vessa, Deputy Director of Infrastructure Operations, be appointed to the Metro Water Recovery Board of Directors to fill an unexpired term ending June 30, 2025.

I move that Dominic Vessa, Deputy Director of Infrastructure Operations, be appointed to the Metro Water Recovery Board of Directors for a two-year term beginning July 1, 2025 to June 30, 2027.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 4/14/2025
Laura Hemler, Assistant City Attorney 4/14/2025

Approved by:

Rachel Morris, City Attorney 4/15/2025

Linda Haley, Acting City Manager 4/15/2025

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL

AGENDA ITEM
9.B.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

SUBJECT: Appointments to the Olde Town Arvada Business Improvement District Board (BID)

Report in Brief

City Council will make two appointments to the Olde Town Arvada Business Improvement District Board for three-year terms ending April 30, 2028.

Suggested Motion:

- I move to appoint Alyssa Rossi, owner of Adi Luna Boutique, to the Olde Town Arvada Business Improvement District Board for a three-year term ending April 30, 2028.
- I move to appoint Kim Whitehead, owner of Homefill Co., to the Olde Town Arvada Business Improvement District Board for a three-year term ending April 30, 2028.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 4/22/2025
Laura Hemler, Assistant City Attorney 4/22/2025

Approved by:

Rachel Morris, City Attorney 4/22/2025
Linda Haley, Acting City Manager 4/22/2025

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL

AGENDA ITEM
9.C.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

SUBJECT: Motion to Cancel the May 27, 2025 City Council Meeting

Report in Brief

*****Start with "PRESENTER: _____" (name the person the Mayor should call on to introduce the agenda item. You **do not** need to list all potential speakers.)

Then provide a 3-4 sentence paragraph that summarizes the key critical points associated with the issue that the City Council will consider. The information needs to be framed in a policy context and include references to other Council, Council Committee, Commission or citizen committee action.

This section must conclude with a separate one sentence paragraph that clearly states the recommended action. The statement needs to read: The Arvada team recommends that the City Council approve CB21-____, An Ordinance

OR

R21-____, A Resolution _____.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator
Laura Hemler, Assistant City Attorney

Approved by:

Rachel Morris, City Attorney
Linda Haley, Acting City Manager

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

SUBJECT: Public Hearing on the Consolidated Plan Submission for Housing and Community Development Programs 2025-2029 and the 2025 Annual Action Plan for the Community Development Block Grant and HOME Investment Partnership Programs

Report in Brief

Presenter: Carrie Espinosa

Under Title I of the Housing and Community Development Act of 1974, as amended, Jefferson County, the City of Arvada and the City of Lakewood invite any interested parties to participate in the preparation of the Program Years 2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan. A public hearing on the 2025-2029 Consolidated Plan and the 2025 Annual Action Plan is necessary prior to a vote by the city council on the resolution approving the submittal of the Plan to HUD.

Notification of the public hearing was published on April 10, 2025, as part of the notice to the public regarding the availability of the draft 2025-2029 Consolidated Plan and 2025 Annual Action Plan for public review and comment. The period for public review and comment is 30 days from April 16, 2025 to May 17, 2025.

This item is for information 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.

An action item to consider a resolution approving the 2025-2029 Consolidated Plan and 2025 Annual Action Plan for submission to HUD will follow as a separate item on May 20, 2025.

Financial Impact

The 2025-2029 Consolidated Plan and the 2025 Annual Action Plan includes the following anticipated funding amounts:

City of Arvada

2025 CDBG Allocation Funding

CDBG Admin & Planning	\$90,000
Public Services	\$67,500
Public Facilities and Infrastructure Improvements	\$50,000
Parks, Recreational Facilities	\$242,500
Total	\$450,000

City of Lakewood

2025 CDBG Allocation Funding \$900,000

CDBG Admin & Planning	\$180,000.00
Public Services	\$135,000.00
Housing	\$320,000.00
Public Facilities	\$265,000.00
Total	\$900,000.00

Jefferson County

2025 CDBG Allocation Funding \$1,045,000

CDBG Admin & Planning	\$	209,000.00
Public Services	\$	156,750.00
Affordable Housing Acquisition/Land Clearance	\$	679,250.00
Total	\$	1,045,000.00

HOME Consortium

2025 HOME Allocation Funding \$1,000,000

HOME Admin & Planning	\$	100,000.00
CHDO 15%	\$	150,000.00
CHDO Operating 5%	\$	50,000.00
Affordable Housing Development/Rehab	\$	700,000.00
Total	\$	1,000,000.00

Background

The U.S. Department of Housing and Urban Development (HUD) requires local jurisdictions to prepare a Consolidated Plan to receive federal entitlement program funds. The Consolidated Plan must address the City and County goals and objectives for two federal entitlement programs: Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME). The Program Year 2025 Annual Action Plan is subject to review and approval by HUD. Local jurisdictions are required to offer two opportunities for public input in creating the Plans. The first opportunity was offered at the Jefferson County Community Services Advisory Board on April 15, 2025. The second opportunity for public comment is the May 6, 2025 Arvada City Council meeting. Notification of the public hearing was published on April 11, 2025 as part of the notice to the public regarding the availability of the draft 2025-2029 Consolidated Plan and the 2025 Annual Action Plan for public review and comment.

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 April 10, 2025 in the Denver Post as part of the notice to the public regarding the availability of the draft 2025-2029 Consolidated Plan and the 2025 Annual Action Plan for public review and comment. The public review and comment period is for 30 days from April 16, 2025 to May 17, 2025.

Commission Recommendation

N/A

Strategic Alignment

Conducting the public hearing on the 2025-2029 Consolidated Plan and 2025 Annual Action Plan will support the Arvada City Council Strategic Result to improve access to diverse, safe, and affordable housing options and programs, providing residents with opportunities to obtain housing that meets their needs in all phases of life.

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:

N/A. 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	4/14/2025
Jessica Garner, Director of Community and Economic Development	4/14/2025
Gail Walker, Legal Specialist-Contracts	4/15/2025
Kylie Justus, Assistant City Attorney	4/15/2025
Rachel Morris, City Attorney	4/22/2025
Linda Haley, Acting City Manager	4/22/2025

Enclosure, exhibits & attachments required to support the report

The Denver Post, LLC

PUBLISHER'S AFFIDAVIT

City and County of Denver)
State of Colorado)
)

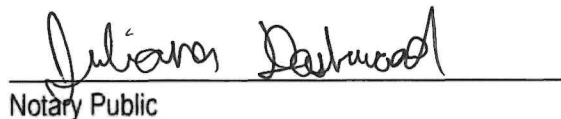
The undersigned **Nicole Maestas**
being first duly sworn under oath, states
and affirms as follows:

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):

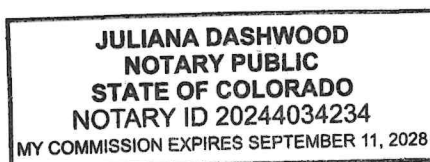
April 10, 2025


Signature

Subscribed and sworn to before me this
11 day of April, 2025.


Notary Public

(SEAL)



Jefferson County
City of Arvada
City of Lakewood

NOTICE OF 30-DAY PUBLIC REVIEW
And
NOTICE OF PUBLIC HEARINGS

Draft Program Years 2025-2029 Consolidated Plan &
Draft Program Year 2025 Annual Action Plan

Under Title 1 of the Housing and Community Development Act of 1974, as amended, Jefferson County, the City of Arvada and the City of Lakewood invite any interested parties to participate in the preparation of the Program Years 2025 - 2029 Consolidated Plan (Consolidated Plan) and Program Year 2025 Annual Action Plan (PY 2025 AAP).

The U.S. Department of Housing and Urban Development (HUD) requires local jurisdictions to prepare a Consolidated Plan to receive federal entitlement program funds. The Consolidated Plan must address the City and County goals and objectives for two federal entitlement programs: Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs.

The PY 2025 AAP is the yearly update to the Five-Year Consolidated Plan and identifies the projects and programs proposed to be funded through the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME). The PY 2025 AAP is subject to review and approval by the US Department of Housing and Urban Development (HUD).

NOTICE IS HEREBY GIVEN that the referenced documents will be discussed during a public meeting of the Community Services Advisory Board on April 15, 2025, at 3:00 p.m. at the Jefferson County Larimer Building, 3500 Illinois Street, Room 2400, Golden, CO 80401, and during a public meeting of the Arvada City Council, 8101 Ralston Road, Arvada, CO 80001 on May 6, 2025, at 6 p.m.

NOTICE IS ALSO HEREBY GIVEN that the Consolidated Plan and PY 2025 AAP will be available for a 30-day public review beginning on April 16, 2025. Hard copies will be available for review upon request. The referenced documents will also be available for review on the County's website (<https://www.jeffco.us/2655/Housing>). Please direct any requests, inquiries or comments regarding the Consolidated Plan and PY 2025 AAP in writing to: esander@jeffco.us or to Jefferson County Community Development, Attention: Consolidated Plan and PY 2025 AAP, 3500 Illinois Street, Golden, CO 80401. For City of Arvada residents, a hard copy will be available for review at the City of Arvada Housing Division in Arvada City Hall and electronically and on the City's website (www.arvadaco.org). Please direct any requests, inquiries or comments in writing to: caespinoza@arvada.org or to the City of Arvada, Attention: Carrie Espinosa, 8101 Ralston Road, Arvada, CO 80001. For City of Lakewood residents, hard copies will be in the Belmar and Lakewood libraries, the Lakewood Civic Center, and the Departments of the City Clerk and Sustainability and Community Development. The referenced documents will also be available for review on the City's website (www.lakewood.org). Please direct any requests, inquiries or comments in writing to: jbranting@lakewood.org or to the City of Lakewood, Attention: Jeremy Branting, 480 S. Allison Parkway, Lakewood, CO 80226. The comment period will close on May 17, 2025, at 5:00 p.m.

Requests for information to be made available in alternative formats, and any requests for disability-related modifications or accommodations required to facilitate meeting participation, including requests for alternatives to observing meetings and offering public comment as noted above, may be made by contacting the Emily Sander at esander@jeffco.us or 303-271-8371.

The following are anticipated funding amounts for PY2025:

Jefferson County
2025 CDBG Allocation Funding \$1,045,000

CDBG Admin & Planning	\$209,000.00
Public Services	\$156,750.00
Affordable Housing Acquisition/Land Clearance	\$679,250.00
Total	\$1,045,000.00

HOME Consortium
2025 HOME Allocation Funding \$1,000,000

HOME Admin & Planning	\$100,000.00
CHDO 15%	\$150,000.00
CHDO Operating 5%	\$50,000.00
Affordable Housing Development/Rehab	\$700,000.00
Total	\$1,000,000.00

City of Arvada
2025 CDBG Allocation Funding

CDBG Admin & Planning	\$90,000
Public Services	\$67,500
Public Facilities and Infrastructure Improvements	\$50,000
Parks, Recreational Facilities	\$242,500
Total	\$450,000

City of Lakewood
2025 CDBG Allocation Funding \$900,000

CDBG Admin & Planning	\$180,000.00
Public Services	\$135,000.00
Housing	\$320,000.00
Public Facilities	\$265,000.00
Total	\$900,000.00

Please note: The Denver Post will no longer be issuing paper tears. There will only be a digital copy.

**Jefferson County
City of Arvada
City of Lakewood**

**NOTICE OF 30-DAY PUBLIC REVIEW
And
NOTICE OF PUBLIC HEARINGS**

Draft Program
Years 2025-2029
Consolidated Plan
&
Draft Program Year
2025 Annual
Action Plan

Under Title 1 of the Housing and Community Development Act of 1974, as amended, Jefferson County, the City of Arvada and the City of Lakewood invite any interested parties to participate in the preparation of the Program Years 2025 - 2029 Consolidated Plan (Consolidated Plan) and Program Year 2025 Annual Action Plan (PY 2025 AAP).

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Total	\$ 1,045,000.00

HOME Consortium 2025 HOME Allocation Funding \$1,000,000	
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CHDO 15%	\$ 150,000.00
CHDO Operating 5%	\$ 50,000.00
Affordable Housing Development/Rehab	\$ 700,000.00
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CDBG Admin & Planning	\$180,000.00
Public Services	\$135,000.00
Housing	\$320,000.00
Public Facilities	\$265,000.00
Total	\$900,000.00

City of Lakewood

Consolidated Plan 2025-2029

PREPARED FOR:

Lakewood, Colorado
(a member of the Jefferson
County HOME Consortium)

CREATED 4/15/2025

PREPARED IN PARTNERSHIP WITH



Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Lakewood is a federal entitlement community under the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program. As a HUD entitlement community, the City is required to prepare a Five-Year Consolidated Plan to receive housing and community development block grant funds and to implement programs that address housing and community and economic development needs in the community.

The City of Lakewood is also part of the Jefferson County HOME Consortium, of which Jefferson County is the lead entity. The federal HOME Investment Partnerships (HOME) grant supports affordable housing activities throughout Jefferson County.

This section provides a summary of the topics covered in the City of Lakewood's 2025-2029 Consolidated Plan, Strategic Plan and Annual Action Plan. This plan includes a needs assessment and housing market analysis to identify the most pressing housing and community development needs as well as the current infrastructure in place to serve low- and moderate-income residents and residents with special needs. The Strategic Plan outlines Lakewood's goals to address those needs and the priorities for allocating federal funds over the next five years.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The City of Lakewood identified the following goals to address housing, supportive service, and community development needs over the five-year planning period:

- Preserve and Construct Affordable Housing;
- Provide Supportive Services for Low Income and Special Needs Populations;
- Improve Neighborhoods and Public Facilities; and
- CDBG Planning and Administration.

Specific projects and outcomes for the 2025 Program Year are outlined in the "Annual Goals & Objectives" section of this plan.

3. Evaluation of past performance

The City's past programs have focused on community needs that continue to exist including aging housing and infrastructure, neighborhood improvements, and social service supports for low income residents. The programs Lakewood has used to address these needs have been well

received by residents and neighborhood organizations. Lakewood believes the programs proposed for the 2025 Action Plan year continue to be the most efficient and effective use of HUD block grant funds

4. Summary of citizen participation process and consultation process

The City of Lakewood's goal for citizen participation is to ensure a broad participation of City residents and housing, economic, and service providers in the planning and implementation of community development and housing programming. Engagement efforts were held in conjunction with Jefferson County (the lead agency for the HOME Consortium) and the City of Arvada and were designed to inform multiple City and County planning processes including this Consolidated Plan and Annual Action Plan.

Engagement activities included public meetings and hearings, stakeholder interviews and focus groups with affordable and market-rate housing developers, public housing authorities, community members, advocacy groups, government and industry representatives, social service organizations (serving a wide variety of client types), and economic development agencies. These findings were expanded upon with findings from stakeholder interviews and focus groups conducted for Lakewood's 2024 Housing Strategic Plan, Envision Lakewood 2040 (Comprehensive Plan Update), the County's 15-Year Housing Strategic Plan, and other related engagement activities.

5. Summary of public comments

This section will be completed after the public comment period.

6. Summary of comments or views not accepted and the reasons for not accepting them

This section will be completed after the public comment period.

The Process

PR-05 Lead & Responsible Agencies - 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
Lead Agency	LAKEWOOD	
CDBG Administrator	LAKEWOOD	City of Lakewood Planning Department

Table 1– Responsible Agencies

Narrative

(CDBG). Jefferson County is the lead agency for the HOME Consortium and is responsible for administering HOME funds. The City of Lakewood is a member of the Jefferson County HOME Consortium.

Consolidated Plan Public Contact Information

Jeremy Branting / City of Lakewood / jbranting@lakewood.org
480 S. Allison Parkway, Lakewood, CO 80226.

PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

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)).

The City of Lakewood's activities that support coordination between public and assisted housing providers and health care and social service agencies including encouraging and accepting funding applications from housing, health care and service providers through its Annual Action Plan process. (Activities that complement existing programs are prioritized for funding.) Rather than duplicating regional services and programs, the City utilizes existing programs. For example, the City contracts with Jefferson County Housing Authority (JCHA) to administer funds for housing rehabilitation for low income homeowners. The City also coordinates closely with Metro West Housing Solutions to support their initiatives.

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

City of Lakewood is a member agency of the Metro Denver Homeless Initiative (MDHI) which serves as the lead agency for the regional Continuum of Care (CoC) to identify and address the unique needs of homeless persons and families, persons at risk of homelessness, and to develop local and regional solutions to prevent and end homelessness in the seven county Metro Denver area. MDHI oversees the Homeless Management Information System (HMIS) and organizes a Point-in-Time (PIT) Homeless Count for the Denver Metro including Jefferson County to help local governments, social service agencies, and other partners understand homelessness and tailor efforts to the unique needs of their communities. (The PIT provides a snapshot of homelessness by counting the number of sheltered and unsheltered homeless persons on a given night in January.) A Lakewood staff member participates each year in the PIT count and serves on the committee throughout the year.

The City of Lakewood is a participating member of the Jefferson County Heading Home Committee. Heading Home is a collaboration of individuals and public service organizations in the HOME consortium region determined to end homelessness in Jefferson County.

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

Lakewood does not receive the Emergency Solutions Grant (ESG). The Homeless Management Information System (HMIS) assists Continuum of Care planning groups to identify needs and gaps in provision of housing and services to assist persons who are homeless.

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

Engagement efforts included public meetings/hearings, resident surveys and focus groups, and interviews and focus groups with stakeholders and providers working directly with special needs populations in Jefferson County and the Cities of Lakewood and Arvada. To support the engagement conducted for the Consolidated Plan—and to avoid duplicating recent and ongoing engagement in Jefferson County—staff coordinated engagement efforts with local housing strategies and related planning efforts. Recent and ongoing resident and stakeholder engagement in Jefferson County included a stakeholder and employer survey to inform the County’s 15-Year Housing Strategic Plan; a resident survey of County residents to understand barriers to housing development; resident and stakeholder engagement to inform the Comprehensive Plan Update (as part of Together Jeffco); and feedback gathered from stakeholders who participate in the County’s Housing Advocacy Steering Committee, Housing Continuum Task Force (HCTF), and Heading Home.

In addition to the engagement efforts outlined above, the Consortium held public hearing dedicated specifically to the development of Consolidated Plan and conducted targeted stakeholder interviews with social service providers, housing authorities, economic development agencies, and local housing and service advisory boards.

Identify any Agency Types not consulted and provide rationale for not consulting

The City of Lakewood contacted a variety of agency types and partnering organizations in preparing the 2025-2029 Consolidated Plan and Annual Action Plan. No agencies were intentionally excluded from consultation.

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		
City of Lakewood 2020-2024 Consolidated Plan, Strategic Plan, and associated Annual Action Plans	City of Lakewood	Strategic Plan goals build on the previous Consolidated Plan goals but adapt and refine them to the current needs of the community.
City of Lakewood Comprehensive Plan	City of Lakewood	Long term community vision was considered in the development of Strategic Plan goals.
Lakewood Housing Strategic Plan 2024	City of Lakewood	Ongoing housing efforts and strategies were considered in the development of Strategic Plan goals.

Table 2– 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))**

Lakewood is an active participant in the Metro Mayors Caucus which develops strategies to increase the availability of affordable housing in the Denver Metro and several City Councilors serve as board members and volunteer for Lakewood’s nonprofits and agencies that assist unhoused persons in the city. Additionally, Lakewood is a member of the Metro Denver Homeless Initiative (MDHI) which leads regional efforts to break and prevent cycles of homelessness.

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 citizen participation process for the City's Consolidated Plan included public meetings and hearings, focus groups, and key person interviews. Engagement for the Consolidated Plan was leveraged with the engagement activities conducted to inform and support the City's 2024 Housing Strategic Plan which included a resident housing survey, online website, stakeholder interviews, and a community open house and housing resource fair. Recent and ongoing engagement efforts in Jefferson County (including Together Jeffco, CFF Housing Opinion Survey, etc.).

The engagement elements that supported the development of this plan are summarized in the table below, followed by a summary of the findings from other local engagement efforts to support housing and community planning in Lakewood.

Engagement for the Consolidated Plan was supported by recent and ongoing community engagement in the City of Lakewood and Jefferson County to inform local planning efforts, including:

- The City, in partnership with Gruen + Gruen Associates conducted a survey of residents (in both English and Spanish) to gather perspectives about housing patterns, costs, preferences and needs of Lakewood residents. Over 500 residents responded.
- The City conducted one-on-one interviews with private housing developers, residential real estate brokers, and representatives of nonprofit affordable housing and supportive service providers in the city including Metro West Housing Solutions, Archway Communities, the Jefferson Mental Health Center, and The Action Center. City staff also held interviews with individuals with disabilities (and their families), a leader of the Hispanic community, a community advocate for older adults, and gathered input from 13 unhoused individuals.
- A community open house and housing resource fair in which a total of 65 people attended including seven community service providers. The open house included informational posterboards with findings from the housing analysis and survey results, as well as upcoming engagement opportunities for residents. All materials were translated into Spanish and two interpreters were present.

The Lakewood Together project website attracted over 5,000 visitors during the course of the 2024 Housing Strategic Plan with 1,300 active users. The project website included engagement tools such as FAQs and spaces for residents to provide their ideas and comments.

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Needs Assessment (NA) section of the eCon Plan describes the primary housing challenges in the city. This section summarizes the primary housing and service needs in the City of Lakewood, followed by additional information on non-housing community development needs (section NA-50), as required by HUD. Additional detail on housing needs and market inefficiencies are discussed in MA-05.

Housing needs. Cost burden and severe cost burden are the most common housing problems in the city, according to data provided by HUD.¹ Over half of all renters (55%) and one quarter of owners (24%) are cost burdened—spending more than 30% of their income on housing. Twenty-six percent of renters and 8% of owners are severely cost burdened—spending more than 50% of their income on housing—putting them at risk of homelessness.

Rates of cost burden and severe cost burden are even higher for extremely low and very low income households: 90% of households with income below \$20,000 annual are cost burdened, as are 78% of households with incomes between \$20,000 and \$35,000 and 73% of households earning \$35,000 to \$50,000. Even for households with incomes between \$50,000 and \$75,000, over half of households are cost burdened (54%).

In a resident survey conducted specifically of Lakewood residents, respondents cited “inability to afford the down payment on a home purchase” as the most common housing challenge in the City, followed by “worries that rents will increase to unaffordable levels.”

Homelessness and risk of homelessness. Countywide, 1,907 people accessed homeless services in the past year and a total of 925 people were experiencing sheltered or unsheltered homelessness on a given night in January 2024—an increase of 8% from 2023 or an additional 71 people experiencing homelessness in Jefferson County. In Lakewood, over 10,000 households are at risk of homelessness (due to severe cost burden), including 7,369 renter households and 3,391 owner households.

Non-homeless special needs populations. Non-homeless special needs populations include:

- Elderly (62 and older) and frail elderly (an elderly person who requires assistance with three or more activities of daily living such as bathing, walking, and performing light housework),
- Persons with mental, physical, and/or developmental disabilities,
- Persons with alcohol or other drug addiction,

¹ Data source is Comprehensive Affordable Housing Strategy (CHAS) data; cost burden is defined as spending more than 30 percent of housing income on housing costs; severe cost burden is spending more than half of household income on housing costs.

- Persons with HIV/AIDS;
- Victims of domestic violence, dating violence, sexual assault, and stalking;
- Families with children including large families (those with three or more children) and single parent families with children, and
- Households for whom English is not their first language, sometimes referred to as English Language Learner households. These households are also referred to as Limited English Proficiency (LEP) households.

Special needs populations and their housing or supportive needs are presented in the table below.

Counts of households with disabilities, elderly households (containing at least one member age 62 or older), frail elderly residents (those who require assistance with three or more activities of daily living such as bathing, walking, and performing light housework), LEP (Limited English Proficiency) households (those in which no household member 14 years old and over 1. speaks only English or 2. speaks a non-English language and speaks English "very well"), and families with children come from the most recent ACS data available. Housing needs for these groups are calculated by applying the current ACS poverty rate for these groups. Persons with disabilities may be captured in multiple categories if they have multiple types of disabilities and may also be represented in the elderly category.

Victims of domestic violence include rape, physical violence and/or stalking by an intimate partner and their count applies national domestic violence rates to ACS population counts, and their needs are derived from applying the national rate at which domestic violence survivors require housing assistance in their lifetime. Persons with alcohol or other drug addiction are estimated by applying national addiction rates and rates of need for treatment from the 2021 and 2023 National Survey on Drug Use and Health (NSDUH) from US Dept of Health to local ACS population counts.

Non-Homeless Special Needs Populations, Lakewood

Non-Homeless Special Needs Population	TOTAL	With Housing or Service Need	
Elderly (defined as 62 and older)	33,621	3,034	9%
Frail elderly (elderly person who requires assistance with three or more activities of daily living, such as bathing, walking, and performing	1,741	157	9%
Persons with mental, physical, and/or developmental disabilities	19,590	3,174	16%
Persons with alcohol or other drug addiction	24,357	10,517	43%
Persons living with HIV/AIDS	259	no data	no data
Victims of domestic violence (includes rape, physical violence and/or stalking by an intimate partner)	4,775	494	10%
LEP households	1,277	154	12%
Families with children	15,154	1,542	10%
Large families (3 or more children)	2,323	251	11%
Single parents with children	5,611	1,135	20%

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The City of Lakewood has historically placed high priority on acquiring, developing, and improving parks and recreational facilities to benefit residents (particularly low and moderate income households). There is also a significant need to provide public facilities to support homeless persons in the city, especially given the challenges individuals face in shelters and/or barriers they encounter accessing shelters. Resident and stakeholder engagement also identified needed improvements to infrastructure (such as sidewalks and street lighting) as well as transportation.

How were these needs determined?

Envision Lakewood Comprehensive Plan along with resident and stakeholder engagement.

Describe the jurisdiction's need for Public Improvements:

To inform the Community Resource Department's Imagine Tomorrow 2023 Plan, the City conducted a statistically valid survey which asked respondents to indicate which public improvements the City of Lakewood should invest in in the coming years. The top choices identified by respondents included: improve existing park infrastructure (58%), improve existing trail systems (57%), improve/add restroom facilities (33%), develop new multi-use recreation facilities (29%), improve existing playgrounds (26%), and improve inclusion services or accessibility to programs and facilities (15%).

How were these needs determined?

Public improvements for the City to invest in (specifically those relating to the City's existing parks and recreation facilities) were determined from the statistically valid survey findings conducted to inform the Imagine Tomorrow 2023 Plan. A total of 467 surveys were completed and represent a random sample of Lakewood's households.

Describe the jurisdiction's need for Public Services:

The City of Lakewood has a demonstrated need for public services to support low income households specifically down payment assistance and financial support for households to afford housing costs. According to findings from the resident survey, 33% of residents cannot afford a down payment to buy a home and 19% struggle to pay their rent or mortgage payment. Thirty-one% (31%) of respondents indicated that they worry their rent will increase to an unaffordable amount.

Additionally, there is a need for those who have stable housing but need additional resources and/or skills to improve their socio-economic situation and create a more sustainable, resilient future for themselves and their families.

How were these needs determined?

Community Needs Assessment along with community and stakeholder engagement.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The Housing Market Analysis (MA) section of the City's Consolidated Plan provides greater context on housing needs in Lakewood by providing an analysis of the City's housing market including trends in the rental and ownership markets.

According to American Community Survey (ACS) 1 year estimates, the City of Lakewood had a median gross rent of \$1,790 in 2023 representing an increase of 28% (or an increase of \$394 per month) since 2018 and an increase of 82% over the last decade. The City's rental market is not only becoming unaffordable to many current and prospective renters but is extremely competitive due to a lack of units and severely low vacancy rates..

A rental gaps analysis was conducted which evaluates the mismatch in the supply and demand in the City's rental market. The gaps analysis (shown below) compares the number of renters at various income levels with the number of units affordable to them.

The gaps analysis identifies about 11,100 renters in Lakewood earning less than \$50,000 per year. These renters had about 5,400 affordable rental units to choose from—leaving a shortage of around 5,700 units. These renters needed units priced at less than \$1,250 per month, including utilities, to avoid being cost burdened. Given that new apartment construction tends to target higher price brackets, the increase in supply of rental units is concentrated at income levels above \$50,000, doing little to alleviate the rental gap at lower income levels.

The figure below shows the results of the gaps analysis, highlighting the need for additional rentals that are priced affordably for households earning less than \$50,000 per year.

Lakewood Rental Gaps Analysis

Rental Gaps					
Income Range	Maximum Affordable Gross Rent	# of Renter Households	# of Rental Units Affordable	Rental Gap	Cumulative Gap
Less than \$25,000	\$625	5,148	1,474	-3,674	-3,674
\$25,000 to \$34,999	\$875	2,268	992	-1,276	-4,950
\$35,000 to \$49,999	\$1,250	3,696	2,949	-747	-5,697
\$50,000 to \$74,999	\$1,875	6,449	12,857	6,408	711
\$75,000 to \$99,999	\$2,500	4,598	9,072	4,474	5,185
\$100,000 or more		6,887	3,226	-3,661	1,524

Source: 2022 and 2023 American Community Survey 1-year estimates and Root Policy Research.

Lakewood's for-sale market has also become increasingly unaffordable for households. According to the most recent ACS data available (2023 1 year estimates), the City's median home value in 2023 was \$589,600—up from \$397,000 five years ago which represents an increase of 49%. Increases in home values are more stark over the last decade with home values rising by 141% or \$344,600 since 2013 when home values were only \$245,000 at the median. Affordability challenges in the ownership market are further exacerbated by relatively high interest rates, which reduce purchasing power further.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

This section contains economic development data and information for the City of Lakewood. The data in the tables have been updated with 2023 ACS data and/or 2022 Longitudinal Employer-Household Dynamics data (most recent available).

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	691	144	0.9%	0.2%	-0.8%
Arts, Entertainment, Accommodations	7,608	7,017	10.3%	8.0%	-2.3%
Construction	4,873	4,136	6.6%	4.7%	-1.9%
Education and Health Care Services	13,941	27,319	19.0%	31.1%	12.2%
Finance, Insurance, and Real Estate	5,194	3,407	7.1%	3.9%	-3.2%
Information	2,422	2,440	3.3%	2.8%	-0.5%
Manufacturing	4,057	3,121	5.5%	3.6%	-2.0%
Other Services	2,448	2,088	3.3%	2.4%	-0.9%
Professional, Scientific, Management Services	10,638	10,340	14.5%	11.8%	-2.7%
Public Administration	4,405	6,254	6.0%	7.1%	1.1%
Retail Trade	4,688	9,810	6.4%	11.2%	4.8%
Transportation and Warehousing	6,887	9,167	9.4%	10.5%	1.1%
Wholesale Trade	2,483	1,102	3.4%	1.3%	-2.1%
Total	3,179	1,358	4.3%	1.5%	-2.8%

Table 3 - Business Activity

Data Source: 2023 ACS (Workers), 2022 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	91,779
Civilian Employed Population 16 years and over	87,642
Unemployment Rate	4.51%
Unemployment Rate for Ages 16-24	6.80%
Unemployment Rate for Ages 25-65	4.22%

Table 4 - Labor Force

Data Source: 2023 ACS

Occupations by Sector	Number of People
Management, business and financial	18,924
Farming, fisheries and forestry occupations	320
Service	13,663
Sales and office	17,019
Construction, extraction, maintenance and repair	6,984
Production, transportation and material moving	7,173

Table 5 – Occupations by Sector

Data Source: 2023 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	40,587	59%
30-59 Minutes	24,149	35%
60 or More Minutes	4,396	6%
Total	69,132	100%

Table 6 - Travel Time

Data Source: 2023 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	3,319	314	1,988
High school graduate (includes equivalency)	12,767	939	3,667
Some college or Associate's degree	18,280	1,092	4,512
Bachelor's degree or higher	37,079	803	3,972

Table 7 - Educational Attainment by Employment Status

Data Source: 2023 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	283	294	463	981	723
9th to 12th grade, no diploma	1,492	1,086	903	1,894	1,088
High school graduate, GED, or alternative	4,488	5,934	4,246	7,193	6,942
Some college, no degree	4,529	5,583	3,628	7,518	5,819
Associate's degree	730	2,146	1,906	3,229	2,136
Bachelor's degree	2,480	11,059	7,417	9,693	5,745
Graduate or professional degree	53	4,590	3,558	5,602	5,124

Table 8 - Educational Attainment by Age

Data Source: 2023 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	\$35,007
High school graduate (includes equivalency)	\$41,855
Some college or Associate's degree	\$45,399
Bachelor's degree	\$72,917
Graduate or professional degree	\$82,043

Table 9 – Median Earnings in the Past 12 Months

Data Source: 2023 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Based on NAICS classification Lakewood's major employment sectors include Education and Health Care Services (31%), Professional, Scientific, Management Services (12%), Public Administration (11%), and Retail Trade (11%). Additionally, according to the City's 2023 Community Economic Profile, the major employers in the City are the City of Lakewood, Colorado Christian University, Encore Electric, Federal Government, FirstBank, Jefferson County School District, Red Rocks Community College, St. Anthony Medical Campus, State of Colorado, and Terumo. In December of 2024, Google Fiber added a headquarter facility in Lakewood.

Describe the workforce and infrastructure needs of the business community:

The workforce and infrastructure needs of Lakewood's business community are not dissimilar to the needs of businesses throughout metro Denver. The business community requires a mix of low, middle and highly skilled workforce. Recent graduates, newly trained and experienced individuals with the appropriate skills sets are in demand. A large portion of employers located in the city are involved in knowledge-based industries that require specialized training programs, many of which can be found at local higher education institutions and k-12, for their employees.

Low income residents and advocates identified a need for additional workforce training and education to help equip workers for higher paying employment opportunities. Transportation was also highlighted as a barrier to employment for workers and households, specifically households without access to a vehicle. Residents and stakeholders reported that public transit in the city is often limited to the destination—for example, transit lines do not serve interconnections within the City of Lakewood and Jefferson County as a whole. The City is committed to removing these barriers given the large share of residents commuting outside the city for work.

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.

The City of Lakewood's approach to economic development and economic growth is focused on facilitating appropriate real estate development and infrastructure while maintaining regional competitiveness, promoting environmental and economic sustainability, encouraging diverse job growth, assisting small businesses, and maintaining the City's local employment base. The City's Economic Development Division is committed to sustaining Lakewood strong economic base and community vitality through economic development investments and initiatives that focus on: business attraction, business retention and expansion, workforce development and entrepreneurialism, and marketing and communications.

In light of these goals and values, the Division recently launched three economic development programs to support local businesses that will likely have an economic impact during the planning period including the Business Safety & Security Program, Commercial Reinvestment Program, and Adaptive Reuse Program. These programs are highlighted and summarized below.

- **Business Safety & Security Program.** The Business Safety & Security Program provides grant funds to help business owners create or upgrade safety features on properties to create safe environments for businesses (including their customers and employees) and to reduce calls for service. Matching grants (<\$10,000) are awarded to businesses to cover the costs of lighting improvements, alarms, cameras, windows, entrance doors, mirrors, and other improvements that allow law enforcement to efficiently and effectively respond to public safety issues.
- **Commercial Reinvestment Program.** The Commercial Reinvestment Program provides grant funds to encourage businesses and property owners to invest in their properties by making improvements that positively impact the community. Grants are awarded up to \$10,000 for exterior improvements including signage, façade improvements, patios, parking lots, landscaping, and/or lighting.
- **Adaptive Reuse Program.** The Adaptive Reuse Program provides grant funds to business and property owners to overcome barriers to redeveloping vacant buildings and to eliminate blight through the reuse of vacant buildings. Matching grants (<\$10,000) are awarded to businesses and property owners to make property improvements to upgrade buildings to operating standards and modernize infrastructure (e.g., sewers, fire sprinklers, water improvements, ADA accessibility, electric upgrades, change of occupancy, etc.)

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The skills and education needed by the city's prominent employers align fairly well with the educational attainment of residents in the city. According to the above data 42 percent of Lakewood residents 18 and older have a bachelor's or graduate degree and another 29 percent have an associate's degree or some college. About 29 percent have a high school degree or less education, which limits their employment industries to low skill positions.

The business community in Lakewood—and Jefferson County as a whole—has expressed more concern about attraction and retention of workers due to high housing costs than concerns regarding skills and qualifications of the workforce.

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.

The City's Economic Development Division is committed to maintaining and expanding the local economic and workforce base through workforce training initiatives and programs. The City currently offers workforce and employment services to residents at five employment centers across the city. Employment centers are conveniently located where the majority of the City's jobs are located—Academy Park, Denver West, Downtown Lakewood and Belmar, Lakewood Tech Center, Union Boulevard, and the Federal Center.

Additionally, the City encourages residents to visit the Jefferson County Business and Workforce Center which promotes economic vitality by identifying, developing, and matching talented workforce to employment and business opportunities. The Workforce Center also provides services to local businesses to help employers recruit and train new employees, post job listings, hold customized hiring events, and screen candidates. Other business services offered by the Center's Business Services Team include the On-the-Job-Training (OJT) program, career readiness certificates and individual assessments, and assistance gathering labor market information, conducting business research, and securing tax incentives.

The City also partners with universities and community colleges in Lakewood to strengthen the local workforce including Red Rocks Community College, Rocky Mountain College of Art and Design (RMCAD), and Colorado Christian University (CCU).

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No. However, the City is involved in numerous regional organizations whose collective missions support a comprehensive strategy to ensure the economic well-being of the Denver Metro's business community, residents, and environment. The City has formed several strategic partnerships over the

years to advance local and regional economic development goals and works closely with the 40 West Arts District, Alameda Corridor Business Improvement District, Alameda Connects, Applewood Business Association, Colorado Office of Economic Development and International Trade, Colorado Business Development Centers, JeffcoSBDC Network, Jefferson County Business and Workforce Center, Jefferson County Economic Development Corporation, Lakewood Development Assistance Team, West Colfax Business Improvement District, Red Rocks Community College, Small Business Administration Area 8, Small Business Development Centers, Union Corridor Professional Association, West Colfax Community Association, and West Metro Chamber

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.

N/A; The City of Lakewood does not participate in a Comprehensive Economic Development Strategy (CEDS) through the U.S. Economic Development Administration.

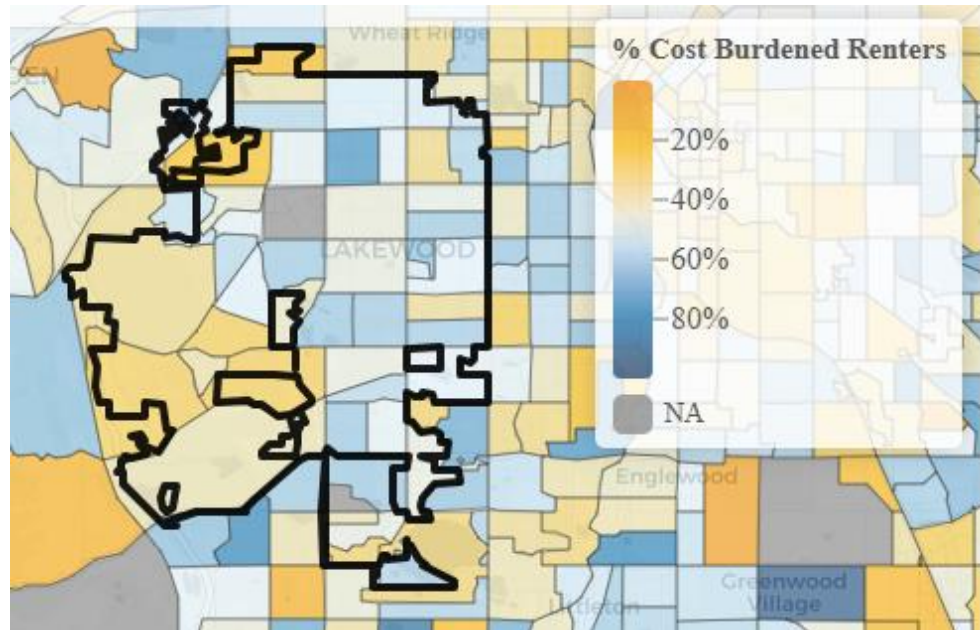
MA-50 Needs and Market Analysis Discussion

**Are there areas where households with multiple housing problems are concentrated?
(include a definition of "concentration")**

As shown in the map below (from HUD's Demography Dashboard), the neighborhood with the highest proportions of renters with cost burden is in north-central Lakewood, in the Eiber neighborhood. As discussed in the Needs Assessment section, cost burden is by far, the most common housing problem in Lakewood.

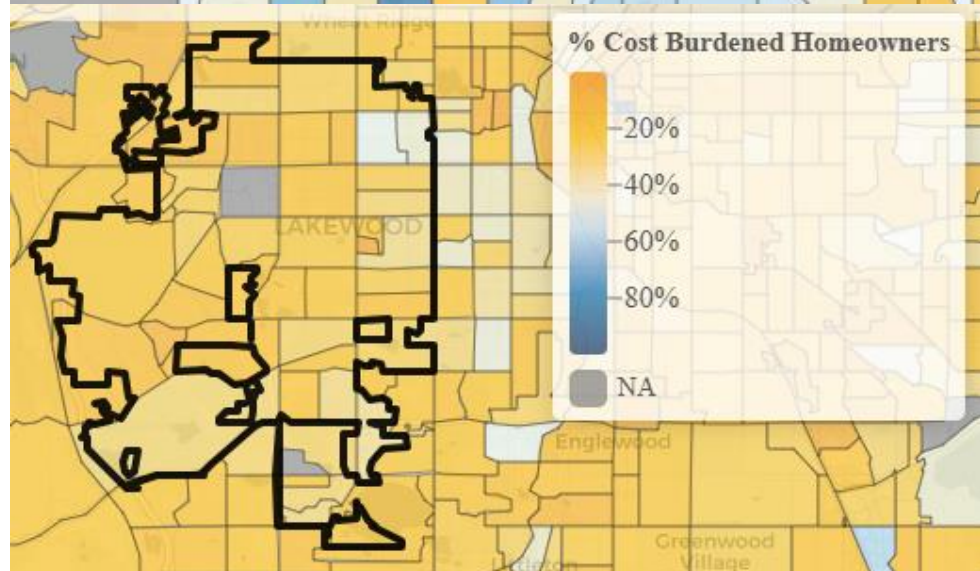
Cost Burdened Renters by Census Tract

Source:
HUD Demography
Dashboard.



Cost Burdened Owners by Census Tract

Source:
**HUD
Demography
Dashboard.**



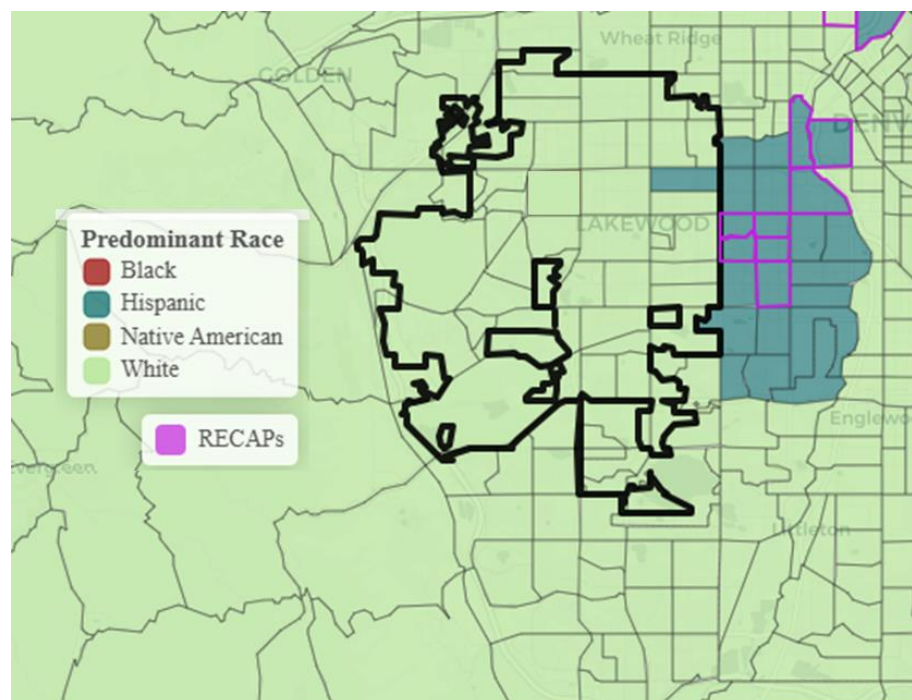
Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration").

The following analysis uses predominant race as the definition of racial/ethnic concentration (more than half the population in a Census tract belonging to a specific racial/ethnic minority group) and a poverty rate three times the metro average as the definition of low income concentration. This definition is derived from HUD's prescribed methodology for Racially/Ethnically Concentrated Areas of Poverty (RECAPs), which Census tracts where a majority of residents belong to a racial group other than non-Hispanic White and poverty is more than three times the regional average.

There are no RECAPs in Lakewood, but there is one tract in which Hispanic residents comprise a majority—located along the eastern border of the City in the North Alameda neighborhood. Outside the City, and adjacent to this tract are a number of concentrated tracts with Hispanic majority, some of which are also poverty concentrations.

Predominant Race and RECAPs by Census Tract, Lakewood

Source:
HUD Demography
Dashboard.



What are the characteristics of the market in these areas/neighborhoods?

The North Alameda neighborhood and the Eiber neighborhood—like much of north and northeast Lakewood—has older homes, built predominantly before 1960 and/or between 1960 and 1980. Since residents of this neighborhood have been likely living in older housing units they have an increased risk of lead exposure, and/or are more likely to be living in poor housing conditions. Even so, home prices in these neighborhoods are moderate (as opposed to low) with the average price in the neighborhood in the mid-\$500,000s (based on 2022 data).

Maps on the following page illustrate the market context.

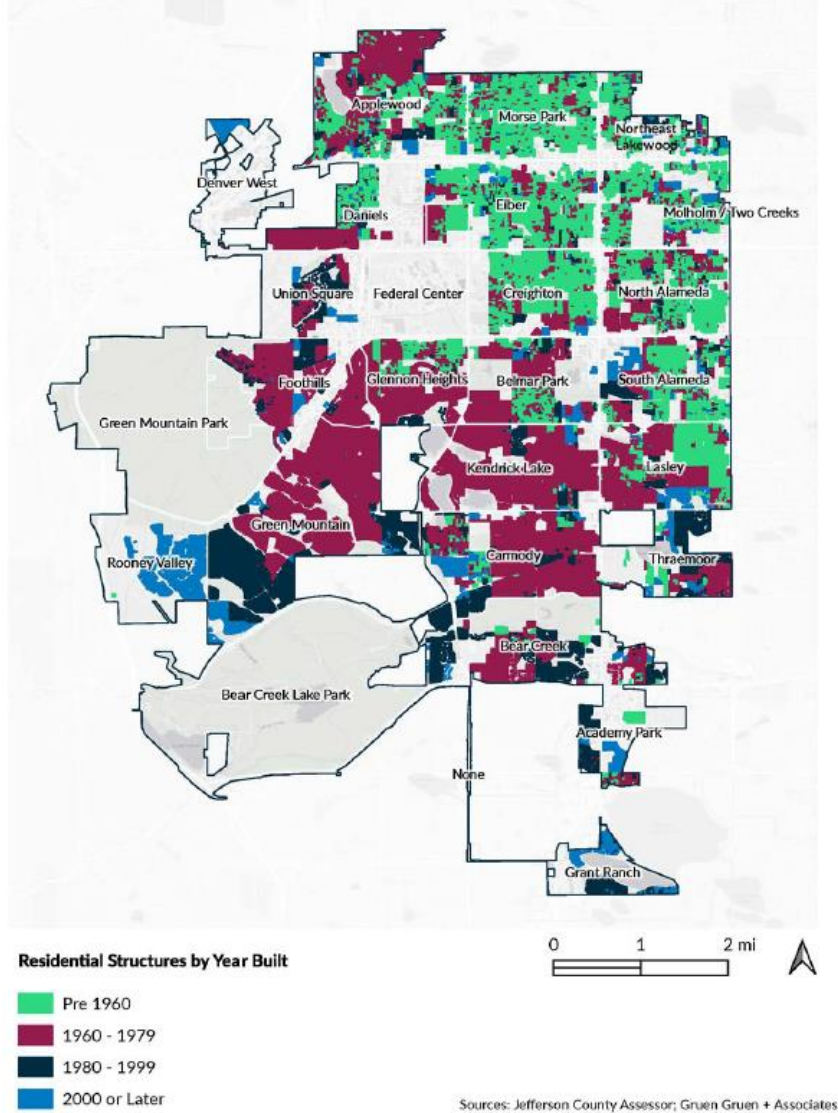
Are there any community assets in these areas/neighborhoods?

Yes, these market areas contain many assets and opportunities, which are likely to sustain revitalization of the areas. The former site of St. Anthony hospital along Colfax Avenue has redeveloped into a mix of residential and commercial property. A light rail line is located within these target areas; the land around the light rail stops is developing into mixed-use, mixed-income housing. The 40 West Arts District has spurred economic development, neighborhood revitalization and community partnerships within north east Lakewood. The highly successful Belmar redevelopment along Alameda Avenue has been a major catalyst for improvements within the target areas surrounding Belmar.

Are there other strategic opportunities in any of these areas?

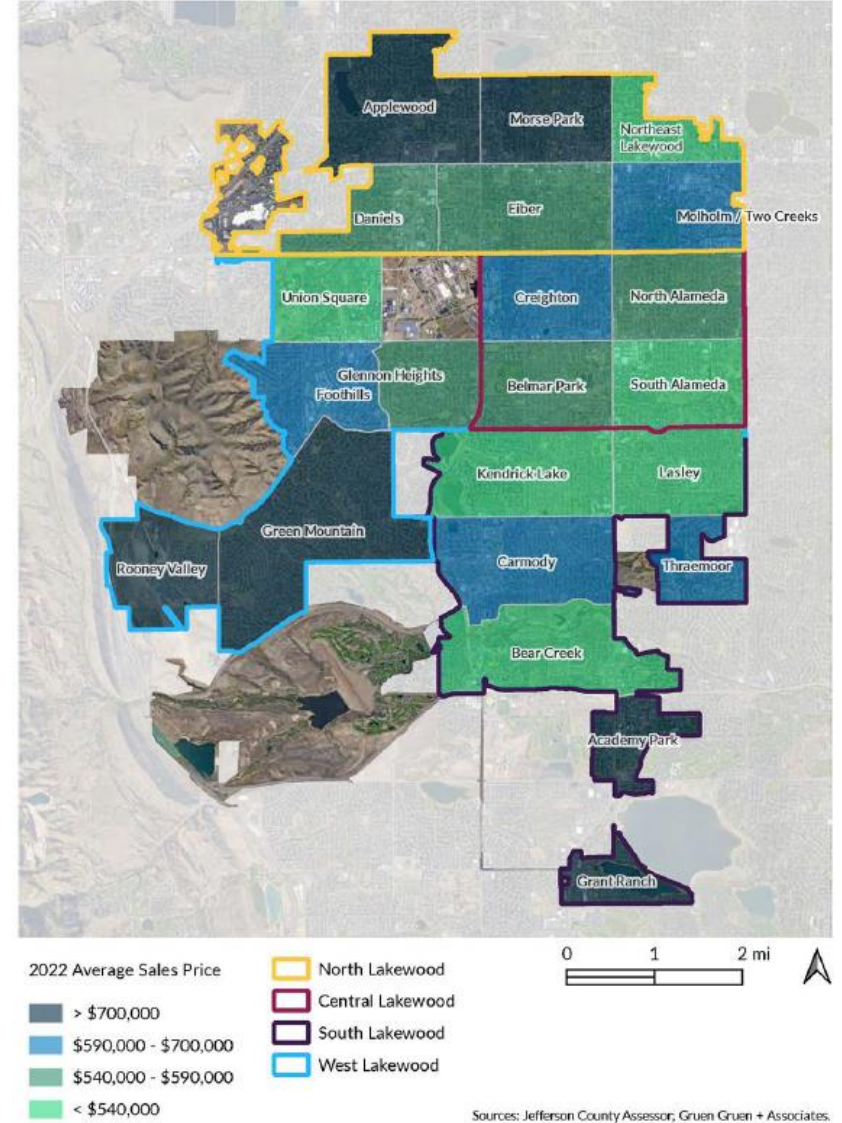
Please see above.

Residential Structures by Year Built, City of Lakewood



Source: City of Lakewood 2024 Housing Strategic Plan.

Average Home Sales Price, City of Lakewood, 2022



Source: City of Lakewood 2024 Housing Strategic Plan.

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.

According to 2023 American Community Survey 1 year estimates, only 8% of households (5,903 households) in the City of Lakewood do not have access to the internet in their home. The share of households without access to the internet is much higher for those with extremely low to very low incomes. Households earning below \$20,000 per year are least likely to have access to the internet in their home with 35% (5,357 households) lacking an internet subscription. Broadband wiring and connection is also a challenge for households with incomes between \$20,000 and \$34,999 per year, 16% of which do not have internet in their home.

The share of households without internet access declines as household incomes increase. Only 3% of households with incomes between \$50,000 and \$74,999 per year do not have access to the internet and only 5% of those earning above \$75,000 per year do not have access to the internet in their home.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

According to data from the FCC, Jefferson County is served by 33 broadband providers; though not every provider serves every address in the County. Unincorporated, rural/mountainous areas of Jeffco have the most limited competition, though the introduction of satellite carriers has increased competition in these areas. Arvada has 23 different providers and Lakewood has 21 providers.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Lakewood's climate is expected to become hotter, drier in summer, and more unpredictable over the coming decades. Rising temperatures will likely lead to more frequent and intense heat waves, making extreme heat a growing concern. Winters are projected to be milder overall, but occasional severe cold snaps may still occur due to shifting atmospheric patterns. Precipitation patterns are expected to change, with slightly more annual rainfall, particularly in the spring, but also more dry days throughout the year. These longer dry periods, combined with rising temperatures, could contribute to more frequent droughts and an increased risk of wildfires.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Hail:

- **Risks** – Hailstorms pose one of the most significant climate risks for Lakewood, and they have caused widespread property damage and rising insurance costs in recent years. While future storms may resemble historical events in intensity, the financial impact of hail damage could continue to rise due to expanding development and increasing repair costs.
- **Vulnerabilities** – Homes without hail-resistant roofing, as well as farms, parks and recreational spaces, are highly susceptible to damage. Outdoor workers, residents without shelter, pedestrians, and cyclists face direct risks of injury, particularly during fast-moving storms. The aftermath of a severe hailstorm can disrupt local businesses, delay public services and strain emergency response resources. Some insurance providers have even reduced their presence in Colorado due to the increasing financial burden of severe hailstorms. Given these risks, strengthening building resilience and increasing public awareness will be key strategies for reducing the impact of future hail events in Lakewood.

Extreme Heat:

- **Risks** – Extreme heat is projected to become one of the most significant climate hazards for Lakewood, with longer, hotter summers and more frequent extreme heat days in the coming decades. Rising nighttime temperatures will further intensify heat stress, particularly in areas most affected by the urban heat island effect, where paved surfaces and a lack of green space trap heat, making it harder for temperatures to cool down overnight.
- **Vulnerabilities** – When nighttime cooling is limited, both people and infrastructure experience prolonged exposure to heat, increasing health risks and straining energy systems as air conditioning demand rises. Extreme heat events pose serious health risks, especially for older

adults, young children, outdoor workers and individuals facing social isolation. Prolonged exposure to high temperatures can lead to heat exhaustion, heat stroke and other heat-related illnesses. People without access to air conditioning or stable housing face greater challenges, as they have limited ways to escape the heat. Extreme heat can also affect buildings and infrastructure, causing roofs and facades to crack, warp or curl, leading to costly damages to homes and businesses. With extreme heat becoming more frequent and intense, expanding cooling solutions, increasing urban tree cover and strengthening community support systems will be critical to protecting Lakewood's residents and infrastructure.

Extreme Cold:

- **Risks** – While extreme cold events are expected to become less frequent in Lakewood, they will still pose significant risks to vulnerable populations when they do occur. Even as winters become milder overall, the potential for unexpected and intense cold snaps remains a concern due to the destabilization of the polar jet stream. As the Arctic warms faster than other regions, the reduced temperature difference can weaken and disrupt the jet stream, leading to sudden, prolonged periods of extreme cold in mid-latitude areas like Lakewood.
- **Vulnerabilities** – Certain groups, including outdoor workers, residents experiencing homelessness, children and older adults, are especially at risk when temperatures drop, particularly if they do not have access to adequate shelter. While most local buildings and infrastructure are designed to withstand cold conditions, severe cold events can still cause frozen and burst pipes, road hazards and increased demand on energy systems. Although Lakewood's winters are projected to warm over time, preparing for occasional extreme cold events remains essential to protecting public health, maintaining essential services and ensuring residents have access to safe and reliable heating when needed.

Flooding:

- **Risks** – Flooding is considered a moderate but growing risk for Lakewood, with climate change expected to bring slight increases in precipitation and runoff over the coming decades. Spring rainfall is expected to increase more quickly than in other seasons, and the number of heavy rainfall days – when more than one inch of rain falls in a single day – is projected to slightly increase. Annual runoff is also expected to rise, which could place additional pressure on urban infrastructure, roads and waterways. This could lead to more frequent localized flooding, particularly in areas where older or undersized stormwater drainage systems may struggle to keep up.
- **Vulnerabilities** – Certain populations are especially vulnerable to flooding, including residents with mobility challenges, individuals experiencing homelessness, outdoor workers, and residents

experiencing social isolation, who may face greater challenges in evacuating or recovering from flood-related damage. Additionally, homes, businesses and critical infrastructure in flood-prone areas are at higher risk of water damage and disruption. Flood risks vary across Lakewood, with the northeastern part of the city facing higher potential risks from a rare flood event. People living in this area of Lakewood also experience higher levels of social vulnerabilities. As flooding risks evolve, strengthening stormwater infrastructure, improving land-use planning and enhancing emergency preparedness efforts will be key to reducing future impacts on Lakewood's residents and infrastructure.

Wildfire:

- **Risks** – Wildfires are considered a moderate but growing climate risk for Lakewood, as warmer and drier conditions are expected to increase the likelihood of fire activity in and around the city. With more extremely hot days and a slight increase in the number of dry days each year, vegetation could become more prone to ignition, elevating wildfire risks. While fires have traditionally been more common in rural and forested areas, climate change is making urban and suburban communities more vulnerable, particularly those near parks, open spaces and the wildland-urban interface (WUI).
- **Vulnerabilities** – Homes and buildings near large open spaces are especially vulnerable due to their proximity to fire-prone landscapes. Additionally, older adults, individuals with respiratory conditions and those sensitive to smoke exposure may experience health impacts from wildfire smoke, even if fires do not directly threaten their homes. Homes and businesses may also face power outages from utility shutdowns, a precaution sometimes taken during periods of extreme fire danger. As wildfire threats increase, improving emergency preparedness, strengthening fire prevention efforts and protecting vulnerable communities and infrastructure will be key to reducing risks and enhancing Lakewood's resilience to fire-related hazards.

Lakewood Strategic Plan

SP-05 Overview

Strategic Plan Overview

This section provides the City of Lakewood's five year strategic plan for housing and community development including the priority needs and goals for the allocation of CDBG funds during the 2025-2029 planning period.

The priority needs identified from the Needs Assessment, Market Analysis, and from the resident and stakeholder engagement activities informed the development of the City's five year goals and the priorities for the allocation of federal block grant funds. These priorities include: 1) Affordable Housing; 2) Supportive Services; and 3) Neighborhood and Public Facility Improvements.

The five year goals for the allocation of CDBG funds will focus on increasing the local supply of affordable housing through construction and preservation activities; providing and expanding access to supportive services; and continuing to invest in neighborhood improvement and public facility projects for the benefit of low to moderate income households including those with special needs.

The goals developed for the five-year plan period include:

- Preserve and Construct Affordable Housing;
- Provide Supportive Services for Low Income and Special Needs Populations;
- Improve Neighborhoods and Public Facilities; and
- CDBG Planning and Administration.

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

CDBG funds are used throughout the City of Lakewood for projects, programs, and activities that benefit low and moderate income residents and households. Projects that apply for CDBG funds and that will benefit an entire area or neighborhood will be targeted to the City's low and moderate income neighborhoods (HUD-designated income-qualifying census tracts).

General Allocation Priorities

Describe the basis for allocating investments geographically within the state

The City bases the geographic allocation of housing and community development funds on community needs as well as the geographic distribution of low and moderate income persons and households in the city.

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

1	Priority Need Name	Affordable Housing
	Priority Level	High
	Population	Extremely Low Income Low Income
	Geographic Areas Affected	Citywide Qualifying Census Tracts?
	Associated Goals	Construct and Preserve Affordable Housing Improve Neighborhoods and Public Facilities
	Description	Provide affordable housing opportunities for low income households through construction and preservation activities.
	Basis for Relative Priority	The construction and preservation of affordable housing is one of the primary goals for the use of CDBG funds because it is the highest need documented in the jurisdiction.
2	Priority Need Name	Supportive Services
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Families with Children Public Housing Residents Elderly/Frail Elderly Homeless Persons at-risk of Homelessness Persons with Disabilities Persons with Alcohol or Other Addictions Persons with a Mental Illness Persons with HIV/AIDS Survivors of Domestic Violence Veterans Unaccompanied Youth
	Geographic Areas Affected	Citywide

	Associated Goals	Provide Supportive Services to Low Income Households and Special Needs Populations Improve Neighborhoods and Public Facilities
	Description	Provide supportive services to low income households and special needs populations and ensure supportive services are easily accessible and readily available.
	Basis for Relative Priority	Housing costs, evictions, and homelessness are increasing rapidly across Jefferson County and the Denver Metro which has disproportionately impacted households with low incomes and special needs populations. To prevent displacement and housing insecurity, there is a need for the City to expand the availability of supportive services. Services that are most needed to support housing stability and self-sufficiency include but are not limited to: eviction/foreclosure prevention; emergency or short-term rental assistance; behavioral health and mental health services; substance use treatment services; housing navigation; and employment assistance.
3	Priority Need Name	Neighborhood and Public Facility Improvements
	Priority Level	Medium
	Population	Extremely Low Income Low Income Moderate Income Families with Children Elderly/Frail Elderly Homeless Persons at-risk of Homelessness Persons with Disabilities Persons with Alcohol or Other Addictions Persons with a Mental Illness Persons with HIV/AIDS and their Families Survivors of Domestic Violence Veterans Unaccompanied Youth
	Geographic Areas Affected	Citywide
	Associated Goals	Improve Neighborhoods and Public Facilities Provide Supportive Services to Low Income and Special Needs Populations
	Description	Make improvements to low and moderate income neighborhoods and needed improvements to public facilities, prioritizing public facilities that serve low income households and special needs populations.

	Basis for Relative Priority	Improving the neighborhoods of and public facilities that serve low income households and special needs populations will facilitate access to affordable housing opportunities, improve housing stability, and support self-sufficiency.
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Table 10 – Priority Needs Summary

SP-35 Anticipated Resources - 91.420(b), 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	\$900,000	\$20,000	\$211,804	\$1,131,804	\$3,600,000	Expected amount available accounts annual allocation at volumes similar to year 1 for remaining years.

Table 11 - 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

Lakewood's CDBG allocation will complement a number of other federal resources, as well as state and local resources. The primary resources are: 1) The City's Capital Improvement and Preservation program, which is used for major capital projects in Target Area neighborhoods; 2) The City's economic development fund, which provides assistance for public improvements for certain business enterprises; 3) HOME, allocated through the Jefferson County Consortium; 4) HUD funded Section 8 voucher program; 5) Private Activity Bonds, which provides roughly \$6 million/year to Lakewood for housing activities; 6) Lakewood Reinvestment Authority, which encourages private reinvestment within targeted areas; and 7) Colorado Division of Housing and Colorado Housing Finance Agency competitive grant programs.

If appropriate, describe publicly owned land or property located within the state that may be used to address the needs identified in the plan.

The City does not currently propose to use any publicly owned land to address the needs identified in the Consolidated Plan. However, the City will remain open to this as a strategy to increase affordable housing opportunities.

SP-40 Institutional Delivery Structure - 91.415, 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
LAKEWOOD	Government	Economic development Special Needs Planning Neighborhood improvements Public facilities Public services	Jurisdiction

Table 12 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The primary strengths of Lakewood’s institutional delivery system is the City’s ability to coordinate across departments and agencies, as well as the strong coordination and collaboration among the City’s housing and supportive service providers. Additionally, Lakewood manages and administers many large programs funded by CDBG “in house” and works closely with the Jefferson County Housing Authority (JCHA) and Metro West Housing Solutions (MWHS) which are the City’s largest providers of affordable rental housing.

The City also has a strong institutional delivery system designed and tailored to help homeless persons and families navigate the complex systems of health care, mental health, employment, education, and housing. For example, the City’s RecoveryWorks Navigation Center offers comprehensive services (including case management and housing navigation services and supports) for unhoused persons in the city and works with local service providers to increase access to mental health care and primary health care. Individuals also have access to basic need items including food, showers, laundry facilities, and mail service.

Additionally, in partnership with community-based partners, the City activates overnight severe weather sheltering at the City’s Navigation Center when weather conditions pose an increased risk to the health and safety of vulnerable residents. The City also works with regional partners to provide access to hotel/motel vouchers or other shelter options which are offered to manage the capacity of Lakewood’s Severe Weather Activation and to accommodate the unique circumstances of households. (However, not all requests are guaranteed due to resource constraints and high demand, which was identified as a shortcoming and gap in the current institutional delivery system.)

The primary gaps in the institutional delivery system identified by the City of Lakewood and by stakeholders is related to the level of funds relative to the demand and need for services and programming.

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		
Legal Assistance	X		
Mortgage Assistance	X		
Rental Assistance	X		
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X		
Mobile Clinics			
Other Street Outreach Services			
Supportive Services			
Alcohol & Drug Abuse	X		
Child Care	X		
Education	X		
Employment and Employment Training	X		
Healthcare	X		
HIV/AIDS	X		
Life Skills	X		
Mental Health Counseling	X		
Transportation	X		
Other			
Other			

Table 13 - 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 of Lakewood offers a range of services and programs targeted to meet the complex housing and service needs of homeless persons and families particularly chronically homeless persons and families, families with children, veterans and their families, and unaccompanied youth. Health, mental health, employment services, and other resources targeted to support homeless persons and families in Lakewood include but are not limited to:

- The Lakewood Navigation Center (which is owned and operated by RecoveryWorks) offers comprehensive services in a community-based and supportive environment. The RecoveryWorks Center is centrally located and provides access to basic need items such as food, shower, laundry, and mail services and provides access to case management and housing

navigation services and supports. The center also works with local service providers to offer clients direct access and linkage to mental health and primary health care. (STRIDE Community Health offers free, on-site primary health care during RecoveryWorks' Thursday morning drop-in hours.)

- The Action Center is a family resource center that focuses on meeting the needs of individuals and families in Jefferson County by building pathways to long-term stability. The center offers a range of services and assistance including free food and clothing, essential items to meet immediate needs, financial assistance to manage housing payments, and family services to support household stability. Additional resources available at The Action Center include: Everyday Eats, Colorado Pet Pantry, STRIDE, and SNAP-Ed.
- Mean Street Ministry serves homeless persons and families in Lakewood by providing access to food banks, hot meals, shower facilities, counseling services, and conducts weekly street outreach activities on East Colfax Street and West Colfax Street. The organization also offers recovery meetings for individuals with alcohol or substance use addictions and provides counseling services in jails and prisons.
- St. Francis Center (SFC) is a “transformative hub” for homeless adults that provides shelter and services to help individuals meet their basic needs and to help them transition out of homelessness. SFC’s programs and services are tailored to each adult and focus on daytime shelter, social services, health and wellness, housing, employment, and street outreach.
- Mile High United Way’s 211 Help Center is a multilingual and confidential service that connects individuals to critical resources including food, shelter, rental assistance, childcare, and other services. The database includes over 7,000 health and human resources for individuals and is updated daily to help community members meet their basic needs. (Last year, the Help Center provided referrals for critical resources to 133,895 individuals and families; scheduled 1,000 Lyft rides; and assisted 2,912 parents in finding childcare—in the Denver Metro.)

Family Tree is crucial to the City’s service delivery system and to meeting the needs of homeless persons and families. As a non-profit human services agency serving Jefferson County (including Lakewood), Family Tree provides services to prevent and end child abuse, domestic violence, and homelessness; and establishes partnerships to promote safety, healing, and stability. The agency offers a range of services and programs targeted to meet the needs of homeless persons and families (particularly those with special needs and complex housing and service needs). For example, Family Tree Roots of Courage serves as a residential facility with supportive services for survivors of domestic violence and their children. The agency also operates House of Hope for women and children experiencing homelessness which provides basic need items, supportive services, case management, on-site health care, community referrals, and assistance navigating housing, employment, education, and childcare.

The Family Tree Homelessness Program provides housing navigation and placement services, comprehensive case management, education and employment services, and connections and referrals to resources that assist persons experiencing or at-risk of experiencing homelessness. Services offered by the program include: financial assistance for housing payments, home-based case management, crisis assistance, goal setting and planning, employment assistance, and access to severe weather shelters.

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 City's service delivery system addresses the priority needs of special needs populations and homeless persons through a range of services, programs, and community resources. These services and problems include but are not limited to:

- Lakewood Rides, which offers door-to-door transportation services for residents 60 years and over and for residents with disabilities of any age. The program offers on-demand trips which includes independently scheduled trips for medical appointments, employment, adult day programs, social visits, and personal needs. (Trips are scheduled individually and are on a first-come, first-serve basis.) The program also offers weekly group grocery shopping trips where residents are picked up on a designated day of the week and taken to their local King Soopers.
- The Community Center's Reachout Office provides information on and referrals to over 3,500 programs for residents over 55 years, including benefits check-up appointments. The City's Senior Support Specialist assists older adults and seniors in finding and connecting with housing, transportation, statement reading, and legal programs; and helps residents navigate social services, home repair programs, and other personal needs.
- The Community Outreach Court Program (launched by the Lakewood Municipal Court) is a new court program that improves access to the court for individuals limited resources by connecting them to services. The program is designed to allow individuals to resolve their cases while providing direct and immediate access to community-based services and resources—with the goal of improving their lives and the overall community. (During December 2022 and January 2023, a total of 15 individuals attended court sessions and 42 cases were resolved. Almost a dozen service providers participate in the court outreach program.)
- Family Tree provides services, programming, and resources to support special needs populations and homeless persons in Jefferson County and Lakewood. Services and programs targeted to special needs groups in the City of Lakewood include but are not limited to: 1) the Community Family Resource Team (CFRT) which provides in-home therapy for at-risk youth and family case management services; 2) Family Tree services for children, youth, and families including community-based education, treatment, crisis intervention, and case management to stabilize families and children; and 3) the Legal Advocacy Program which helps increase the immediate and long-term safety for survivors of domestic violence, sexual assault, and stalking by providing civil and criminal legal advocacy, crisis intervention, and information and referrals.

While the City's service delivery system is strong in that services and resources are targeted to meet the housing, health, and employment needs of homeless persons and special needs populations, City staff and stakeholders have identified gaps in the current system and challenges in addressing service needs.

In previous planning periods, the City has acknowledged that low funding levels and limited resources have made it difficult to provide services that meet demand.

Another gap identified during the engagement conducted for the City's Housing Strategic Plan was the design and implementation of programs as well as the City's communication of available programs and resources. According to input from residents, even when affordable housing resources are available, some non-English speaking residents are unable to access programs due to language barriers and/or limited knowledge or understanding of available programs. (This was also documented as a countywide barrier and challenge in Jefferson County's Community Needs Assessment.)

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

The City of Lakewood adopted several strategies and action items as part of the 2024 Housing Strategic Plan to overcome gaps in the institutional structure and service delivery system (beyond funding limitations). For example, after identifying unique barriers to accessing housing resources among persons with limited English proficiency (LEP), the City of Lakewood adopted a long-term strategy to coordinate with the City's homeless and housing navigators, housing providers, and state funding agencies to: 1) promote assistance programs designed for non-English speaking residents through multilingual information campaigns; 2) proactively address fears about public charge and deportation; and 3) help enhance the capacity of local cultural and social service organizations to serve non-English speaking residents.

Additionally, to ensure residents remain stably housed, the City will implement a range of actions to maximize rent voucher utilization and acceptance rates (e.g., developing partnerships with landlords and providing incentives to those who accept housing vouchers for low income renters and/or identify ways to access HUD's MTW pilot program) and provide local funds to support eviction prevention programs and to provide rent, mortgage, and utility assistance. To address communication challenges regarding the availability of programs and resources, the City will undertake actions to improve coordination among homeless and housing navigators, housing and service providers, and state funding agencies. These actions will focus on: 1) promoting assistance programs for non-English speaking residents to minimize barriers with multilingual campaigns about available programs; 2) addressing fears about public charge and deportation; and 3) enhancing the capacity of local cultural and social service organizations. (These actions and strategies are planned for both the short- and long-term.)

To overcome funding gaps, the City is committed to leveraging federal funds with local funding sources and revenue generated from other housing and community development initiatives.

SP-45 Goals - 91.415, 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	Construct and Preserve Affordable Housing	2025	2029	Affordable Housing Non-Housing Community Development Fair Housing	Citywide	Affordable Housing Neighborhood Improvements	\$1,600,000	LMI household unit; XXX LMI residents
2	Provide Supportive Services to Low Income and Special Needs Populations	2025	2029	Homeless Non-Homeless Special Needs	Citywide	Supportive Services	\$675,000 (15% max)	LMI residents/ households assisted
3	Improve Neighborhoods and Public Facilities	2025	2029	Non-Housing Community Development	Citywide	Neighborhood Improvements	\$1,325,000	LMI residents benefit; 1 facilities
4	CDBG Planning and Administration	2025	2029	N/A	N/A	All Priority Needs	\$900,000 (20% max)	N/A

Table 14 – Goals Summary

Goal Descriptions

1	Goal Name	Construct and Preserve Affordable Housing
	Goal Description	The City of Lakewood will allocate funds for the construction, preservation, and rehabilitation of affordable rental housing. Funds for affordable housing projects will be prioritized for projects that benefit low and moderate income households including special needs populations.
2	Goal Name	Provide Supportive Services to Low Income and Special Needs Populations

	Goal Description	The City will maximize its federal funding allocation for public services to provide supportive services to low income households and special needs populations. The supportive services provided to low income and special needs residents may include but are not limited to: housing navigation and placement assistance, eviction/foreclosure prevention, behavioral health services, and substance use treatment services.
3	Goal Name	Improve Neighborhoods and Public Facilities
	Goal Description	The City will continue to invest in projects that will improve neighborhoods and public facilities for the benefit of low and moderate income households, prioritizing projects that will improve facilities for special needs populations citywide.
4	Goal Name	CDBG Planning and Administration
	Goal Description	Funds to support the planning and administration of CDBG programs.

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)

Please see the Jefferson County Consortium Consolidated Plan for the allocation of HOME dollars. Jefferson County is the lead agency of the HOME Consortium, of which the City of Lakewood is a member.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The City continues to support efforts that reduce the hazards of lead-based paint utilizing HUD funds in conjunction with other available resources. Activities include testing and evaluation, community education, and abatement of lead-based paint hazards.

How are the actions listed above integrated into housing policies and procedures?

Lakewood and Metro West Housing Solutions have integrated lead-hazard evaluation and reduction activities into existing housing programs.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City of Lakewood will continue to implement strategies to reduce the number of families and individuals living in poverty. This focus is primarily on developing and supporting programs that raise household incomes and stabilize family situations. Programs include providing access to affordable, stable housing and supportive service programs focusing on self-sufficiency and economic independence.

The City works closely with all of its community partners to maximize the impact of targeted programs on poverty. It is intended that these collaborations will significantly improve the lives of low-income working families, elderly on fixed incomes, and others who struggle with poverty in the community.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The primary component of Lakewood's anti-poverty plan is to expand affordable housing opportunities for residents and to provide supportive services for low income households and special needs populations. The City will continue to focus on these priorities during the 2025-2029 planning period and will work to expand the availability of supportive services for these populations which may include but are not limited to: behavioral health and mental health services; eviction/foreclosure prevention; employment services; housing navigation and placement assistance; and substance use treatment services and programming.

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

The City of Lakewood is committed to taking all appropriate steps, as outlined by HUD, to ensure compliance with applicable laws, procedures and eligibility requirements. All CDBG funds are disbursed by the city's Finance Department. Each month expenses are drawn down utilizing IDIS, as well as to report program performance. Lakewood's CDBG program manager regularly monitors all CDBG project managers and subrecipients for regulatory compliance. Formal monitoring of projects occurs annually. The financial management, labor standards, local and national objective compliance and year-end accomplishments are reviewed at that time, along with site inspections when appropriate.

The city's CDBG program manager schedules meetings well in advance, followed by phone calls to confirm the date and time. During the meeting, project managers and subrecipients are asked a number of questions designed to evaluate the project manager or subrecipient's procedures for carrying out activities. During the meetings, Lakewood's program manager requests feedback regarding the development and administration of the programs. The response has been positive, and most feel comfortable with the administrative policies in place. Informal monitoring in the form of phone calls, site visits and progress reports occur on an ongoing basis.

As a result of Lakewood's inclusion in the Jefferson County HOME Consortium, Jefferson County will monitor all future HOME projects in Lakewood. However, the city will continue to annually monitor all HOME projects funded prior to 2013 throughout the imposed affordability periods.

Lakewood Annual Action Plan

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

This section of the City's Action Plan outlines the resources the City expects to receive for the 2025 program year. If funding levels are similar to previous program years, the City of Lakewood will receive approximately \$900,000 to address housing and community development needs during the upcoming program year.

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	\$900,000	\$20,000	\$211,804	\$1,131,804	\$3,600,000	Expected amount available accounts annual allocation at volumes similar to year 1 for remaining years.

Table 15 - 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

Lakewood's CDBG allocation will complement a number of other federal resources, as well as state and local resources. The primary resources are: 1) The City's Capital Improvement and Preservation program, which is used for major capital projects in Target Area neighborhoods; 2) The City's economic development fund, which provides assistance for public improvements for certain business enterprises; 3) HOME, allocated through the Jefferson County Consortium; 4) HUD funded Section 8 voucher program; 5) Private Activity Bonds, which provides roughly \$6 million/year to Lakewood for housing activities; 6) Lakewood Reinvestment Authority, which encourages private reinvestment within targeted areas; and 7) Colorado Division of Housing and Colorado Housing Finance Agency competitive grant programs.

If appropriate, describe publicly owned land or property located within the state that may be used to address the needs identified in the plan.

The City does not currently propose to use any publicly owned land to address the needs identified in the Consolidated Plan. However, the City will remain open to this as a strategy to increase affordable housing opportunities.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Construct and Preserve Affordable Housing	2025	2029	Affordable Housing Non-Housing Community Development	Citywide	Affordable Housing Neighborhood Improvements	\$320,000	LMI household unit; XXX LMI residents
2	Provide Supportive Services to Low Income and Special Needs Populations	2025	2029	Homeless Non-Homeless Special Needs	Citywide	Supportive Services	\$135,000 (15% max)	LMI residents/ households assisted
3	Improve Neighborhoods and Public Facilities	2025	2029	Non-Housing Community Development	Citywide	Neighborhood Improvements	\$265,000	LMI residents benefit; 1 facilities
4	CDBG Planning and Administration	2025	2029	N/A	N/A	All Priority Needs	\$180,000 (20% max)	N/A

Table 16 – Goals Summary

Goal Descriptions

1	Goal Name	Construct and Preserve Affordable Housing
	Goal Description	The City of Lakewood will allocate funds for the construction, preservation, and rehabilitation of affordable rental housing. Funds for affordable housing projects will be prioritized for projects that benefit low and moderate income households including special needs populations.

2	Goal Name	Provide Supportive Services to Low Income and Special Needs Populations
	Goal Description	The City will maximize its federal funding allocation for public services to provide supportive services to low income households and special needs populations. The supportive services provided to low income and special needs residents may include but are not limited to: housing navigation and placement assistance, eviction/foreclosure prevention, behavioral health services, and substance use treatment services.
3	Goal Name	Improve Neighborhoods and Public Facilities
	Goal Description	The City will continue to invest in projects that will improve neighborhoods and public facilities for the benefit of low and moderate income households, prioritizing projects that will improve facilities for special needs populations citywide.
4	Goal Name	CDBG Planning and Administration
	Goal Description	Funds to support the planning and administration of CDBG programs.

AP-35 Projects - 91.420, 91.220(d)

Introduction

This section provides the projects and activities that the City of Lakewood will pursue during the 2025 program year to address the housing and community development needs identified in this plan.

#	Project Name
1	Construct and Preserve Affordable Housing
2	Provide Supportive Services to Low Income and Special Needs Populations
3	Improve Neighborhoods and Public Facilities
4	CDBG Planning and Administration

Table 17 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

City staff review the projects proposed to receive funds and evaluates each project based on national and local objectives and the City's ongoing commitments. Projects are reviewed, evaluated, and recommended for funding based on a set of criteria including the local priority needs addressed by the project; residents and households who will benefit from the project; and the project's objectives and outcomes. The projects selected and recommended to receive funds for the 2025 program year were chosen because they address a local priority need identified by the Consolidated Plan, will benefit low and moderate income households in the city, and the outcomes and objectives are in alignment with HUD's program objectives.

The primary obstacle to addressing underserved needs in Lakewood is the lack of funds to adequately meet demand. For example, the demand for public services in the City of Lakewood far exceeds the amount of funding available to provide these services to low income and special needs populations.

AP-38 Project Summary

Project Summary Information

Project Name	Construct and Preserve Affordable Housing	Supportive Services to Low Income and Special Needs Populations	Improve Neighborhoods and Public Facilities	CDBG Planning and Administration
Target Area	Citywide	Citywide	Citywide	Citywide
Goals Supported	Construct and Preserve Affordable Housing	Provide Supportive Services to Low Income and Special Needs Populations	Improve Neighborhoods and Public Facilities	CDBG Planning and Administration
Needs Addressed	Affordable Housing Neighborhood Improvements	Supportive Services	Neighborhood Improvements	All Priority Needs
Funding	\$320,000	\$135,000	\$265,000	\$180,000
Description	Construction, preservation, and rehabilitation of affordable rental housing. Funds for affordable housing projects will be prioritized for projects that benefit low and moderate income households including special needs populations	The supportive services provided to low income and special needs residents may include but are not limited to: housing navigation and placement assistance, eviction/foreclosure prevention, behavioral health services, and substance use treatment services.	Projects that will improve neighborhoods and public facilities for the benefit of low and moderate income households, prioritizing projects that will improve facilities for special needs populations citywide.	Planning and administration of CDBG programs.
Target Date	2025	2025	2025	2025
Beneficiaries	TBD	TBD	TBD	TBD
Location Description	Citywide	Citywide	Citywide	Citywide
Planned Activities	See Description	See Description	See Description	See Description

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG funds are used throughout the City of Lakewood for projects, programs, and activities that benefit low and moderate income residents and households. Projects that apply for CDBG funds and that will benefit an entire area or neighborhood will be targeted to the City's low and moderate income neighborhoods (HUD-designated income-qualifying census tracts).

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 18 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City bases the geographic allocation of housing and community development funds on community needs as well as the geographic distribution of low and moderate income persons and households in the city.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

This section describes the other actions that the City plans to undertake during the program year to help meet its annual goal and objectives.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs in the City is a lack of funding available to meet the need for affordable housing and supportive services. To remove this obstacle and to address underserved needs in the community, the City of Lakewood will commit federal and local funding sources to ensure low and moderate income households remain stably housed. Over the next year, for example, the City will commit resources to continue or increase eviction prevention services that provide rent, mortgage, and utility assistance to keep residents stably housed. The City intends to create a locally funded rent voucher program and/or provide funds to The Action Center to provide services to more Lakewood residents. Additionally, City staff will develop informational materials for tenants and landlords that highlight local resources to assist in preventing evictions including the City's mediation and legal services.

To address communication challenges regarding the availability of programs and resources, the City will undertake actions to improve coordination among homeless and housing navigators, housing and service providers, and state funding agencies. These actions will focus on: 1) promoting assistance programs for non-English speaking residents to minimize barriers with multilingual campaigns about available programs; 2) addressing fears about public charge and deportation; and 3) enhancing the capacity of local cultural and social service organizations. (These actions and strategies are planned for both the short- and long-term.)

Actions planned to foster and maintain affordable housing

The City of Lakewood adopted a range of strategies and actions as part of the 2024 Housing Strategic Plan to foster and maintain affordable housing which include both short-term and long-term actions. Over the next year, City staff plan to undertake the following short-term actions identified by the Housing Strategy: expand internal staff capacity to manage the funding, programs, and policies needed to address Lakewood's affordable housing needs; consider establishing a Housing Fund to provide financial support for housing programs and incentives to encourage the production of affordable units; create trauma-informed shelter options using a Housing First approach; and broaden supportive housing options. The Plan also includes a range of short-term strategies (two to three years) and long-term strategies (three to five years) to foster and maintain affordable housing.

Actions planned to reduce lead-based paint hazards

The City continues to support efforts that reduce the hazards of lead-based paint utilizing HUD funds in conjunction with other available resources. Activities include testing and evaluation, community education, and abatement of lead-based paint hazards.

Actions planned to reduce the number of poverty-level families

The City of Lakewood plans to reduce the number of poverty-level families by providing housing and supportive services to families with incomes below the poverty level. These services may include but are not limited to: eviction/foreclosure prevention assistance; assistance with rent, mortgage, and utility payments; housing navigation services; and other programming to increase financial stability and economic mobility for poverty-level families living in Lakewood.

Additionally, the City will implement actions to increase the local supply rental housing affordable to families with incomes below the poverty level. For example, the City will encourage the construction and preservation of affordable housing by incentivizing and providing financial support for affordable housing projects; increasing staff capacity to manage and oversee housing projects (the City recently hired a CDBG Coordinator); and by considering a range of zoning reforms like implementing an inclusionary housing program to increase the number of affordable units produced.

Actions planned to develop institutional structure

The City of Lakewood Planning Department administers the Community Development Block Grant (CDBG) program. City staff in the departments of Planning, Public Works, Community Resources and Police will manage internal CDBG projects. The benefit of carrying out projects “in house” is to provide the greatest control over the scope, quality and cost of each project.

An interdepartmental team develops funding recommendations that are forwarded to City Council each year and adopted as the Annual Action Plan. The team objectives are to develop a comprehensive philosophy for the grant program and to ensure that projects are developed and implemented strategically.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Lakewood will continue to participate in local and regional planning efforts, partnerships, and initiatives that enhance coordination between public and private housing and social service agencies, municipalities, Jefferson County, and non-profits serving low income and special needs populations. More specifically, City staff will continue to serve as members and stakeholders on local and regional non-profit boards and committees. Lakewood will continue these partnerships (along with other ongoing partnerships) and seek ways to expand and strengthen partnerships both locally and regionally over the next five years.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 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
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
3. The amount of surplus funds from urban renewal settlements
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.
5. The amount of income from float-funded activities

Total Program Income

Other CDBG Requirements

1. The amount of urgent need activities

Jefferson County Consortium

Consolidated Plan 2025-2029

PREPARED FOR:

Jefferson County, Colorado
Lakewood, Colorado
Arvada, Colorado

CREATED 4/15/2025

PREPARED IN PARTNERSHIP WITH



Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

This document is the 2025-2029 Five-year Consolidated Plan for Jefferson County and the Five-year plan for the Jefferson County HOME Consortium (Consortium). Jefferson County is eligible to receive an annual allocation of the Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (HUD). These funds are used to address community development and housing needs of the residents of the Urban County, which includes the cities of Golden, Wheat Ridge, and Edgewater, the town of Lakeside, and Unincorporated Jefferson County. The Cities of Arvada and Lakewood receive CDBG directly and, as such, do not receive CDBG funds from the County.

The HOME Consortium includes the Urban County as defined above, as well as cities of Golden, Wheat Ridge, and Edgewater, the towns of Lakeside and Mountain View, Unincorporated Jefferson County and the City of Lakewood. Jefferson County is the lead agency for the Consortium's HOME funds.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The five year goals for the allocation of the Jefferson County Consortium's CDBG and HOME funds will focus on continuing the programs and services that have been successful in meeting needs and that are still in demand; increasing the supply of affordable rental and ownership housing; providing access to critical services to support housing stability; and constructing or improving public facilities to benefit low and moderate income households. These goals include:

- Provide Housing Navigation and Supportive Services;
- Construct and Rehabilitate Affordable Rental Housing;
- Provide Affordable Homeownership Opportunities;
- Construct and Revitalize Public Facilities;
- CDBG and HOME Planning and Administration.

Specific projects and outcomes for the 2025 Program Year are outlined in the "Annual Goals & Objectives" section of this plan.

3. Evaluation of past performance

The County's major focus over this five-year consolidated planning process (and the past decade) has been to increase the stock of affordable housing and maintain its low-income residents' existing affordable housing. This has included a small percentage of homeowner rehabilitation and homebuyer

assistance, and as much housing navigation and stability assistance as the CDBG service cap will allow. The largest portion of funding has been utilized for preservation (acquisition) and new construction to help mitigate the lack of thousands of affordable units which are needed for Jeffco residents. In consultation with other jurisdictions, Jeffco is indeed one of the leaders in utilizing CDBG funding for preservation.

Recently, the County has experienced some challenges in program implementation which have negatively affected our development partners. This has included unclear guidance and interpretation of HUD regulations, a lack of accessible communication and assistance from HUD staff, and continuously changing HUD internal processes. The County does not currently provide general funding to support the work of Community Development and is currently experiencing a 30 million dollar deficit for 2025 (<https://www.jeffco.us/3839/Financial-Realities-for-Jefferson-County>). The potential for financial risk along with the desire to continue as a partner of integrity will be weighed heavily against the community need for additional affordable housing during the consolidated planning process and future action plans.

4. Summary of citizen participation process and consultation process

The Jefferson County Consortium's goal for citizen participation is to ensure a broad participation of residents and stakeholders (e.g., housing, economic, and service providers) in the planning and implementation of community development and housing programming.

Engagement efforts were conducted jointly with the City of Arvada and the City of Lakewood and were designed to inform other planning processes including the Consolidated Plan for the Consortium and the Cities of Arvada and Lakewood as well as local housing needs assessments, strategic planning, and comprehensive planning. Outreach for the engagement conducted to support these plans included public hearings, community meetings, resident surveys, focus groups and interviews with a wide range of stakeholders (e.g., housing developers, public housing authorities, advocacy groups, government and industry representatives, economic and community development agencies, and social service providers working directly with special needs populations in the county).

These efforts were leveraged by resident and stakeholder engagement conducted to support and inform other local planning processes including the CSBG Needs Assessment, Workforce Housing Policy Platform, 15-Year Housing Strategic Plan, Jeffco Housing Blueprint, Together Jeffco, and the Jefferson County and Municipalities Housing Opinion Survey. (All of which included extensive engagement with residents, stakeholders, policy experts, elected/appointed officials, and industry representatives.)

5. Summary of public comments

This section will be completed after the public comment period.

6. Summary of comments or views not accepted and the reasons for not accepting them

This section will be completed after the public comment period.

The Process

PR-05 Lead & Responsible Agencies - 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	JEFFERSON COUNTY	Housing, Economic and Employment Services (HEES)
HOME Administrator	JEFFERSON COUNTY	Housing, Economic and Employment Services (HEES)

Table 1 – Responsible Agencies

Narrative

Jefferson County continues to administer the Community Development Block Grant program (CDBG) for the Urban County and the HOME Investment Partnerships Program (HOME) for the Jefferson County HOME Consortium.

Consolidated Plan Public Contact Information

Emily Sander

Jefferson County / Dept. of Human Services/Community and Workforce Development Division
303-248-6318 / esander@jeffco.us / 3500 Illinois Street, Golden, CO 80401.

PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

This section describes the stakeholder consultation process conducted for the Jefferson County CDBG and HOME Consortium 2025-2029 Consolidated Plan. Stakeholder consultation and citizen participation efforts were conducted in collaboration with the City of Lakewood and the City of Arvada.

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)).

The Consortium continuously and actively coordinates with public and assisted housing providers, and partners with health, mental health and service agencies in a variety of ways including:

- 1) Through the annual distribution of funding, Consortium members working closely with housing and service providers to prepare applications, develop eligible activities and projects that meet the needs of the community, provide technical assistance and project management to ensure successful programming;
- 2) Consortium members are active in local and regional boards, committees and coordination efforts;
- 3) Consortium members have established strong working relationships with local housing and service providers including meeting regularly to discuss housing and human service needs and to develop strategies to address these needs;
- 4) Through the Consortium, continuous coordination occurs between the local jurisdictions and housing and service providers.

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

The Consortium supports and is affiliated with the Metro Denver Homelessness Initiative (MDHI), a coalition working with homeless assistance agencies in the seven-county Denver metropolitan area, to coordinate the delivery of housing and services to homeless families, individuals, youth and persons with disabilities. MDHI is the lead agency in establishing the Continuum of Care model for the metropolitan Denver community.

The Jefferson County Heading Home Committee (JCHHC) is a collaboration of individuals, and public service organizations in the HOME consortium region determined to end homelessness in Jefferson

County. The JCHHC is governed by the Heading Home Plan to End Homelessness (Heading Home), which was created in April, 2013.

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

N/A; Jefferson County does not receive the Emergency Solutions Grant (ESG). The Homeless Management Information System (HMIS) assists Continuum of Care planning groups to identify needs and gaps in provision of housing and services to assist persons who are homeless.

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

Engagement efforts included public meetings/hearings, resident surveys and focus groups, and interviews and focus groups with stakeholders and providers working directly with special needs populations in Jefferson County and the Cities of Lakewood and Arvada. To support the engagement conducted for the Consolidated Plan—and to avoid duplicating recent and ongoing engagement in Jefferson County—staff coordinated engagement efforts with local housing strategies and related planning efforts. Recent and ongoing resident and stakeholder engagement in Jefferson County included a stakeholder and employer survey to inform the County’s 15-Year Housing Strategic Plan; a resident survey of County residents to understand barriers to housing development; resident and stakeholder engagement to inform the Comprehensive Plan Update (as part of Together Jeffco); and feedback gathered from stakeholders who participate in the County’s Housing Advocacy Steering Committee, Housing Continuum Task Force (HCTF), and Heading Home.

In addition to the engagement efforts outlined above, the Consortium held public hearing dedicated specifically to the development of Consolidated Plan and conducted targeted stakeholder interviews with social service providers, housing authorities, economic development agencies, and local housing and service advisory boards.

Identify any Agency Types not consulted and provide rationale for not consulting

The Consortium contacted a variety of agency types and partnering organizations in preparing the 2025-2029 Consolidated Plan and Annual Action Plan. No agencies were intentionally excluded from consultation.

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	Metro Denver Homeless Initiative (MDHI)	Jefferson County will continue to be a partner in the provision of affordable housing and services to assist persons who are homeless and/or at-risk of homelessness.
Jefferson County 2020-2024 Consolidated Plan, Strategic Plan, and associated Annual Action Plans	Jefferson County	Strategic Plan goals build on the previous Consolidated Plan goals but adapt and refine them to the current needs of the community.
Together JeffCo (Comprehensive Plan)	Jefferson County	Long term community vision was considered in the development of Strategic Plan goals.
Jefferson County Housing Needs Assessment and 15-Year Housing Strategic Plan	Jefferson County	Short- and long-term goals to support local and regional planning; create more affordable rental/ownership housing opportunities; maintain existing housing stock; and to increase housing stability.
Jeffco Housing Blueprint	Colorado Gives Foundation	Goals, priorities, and metrics to increase housing affordable to middle income households.

Table 2 – 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(I))

This HOME Consortium Consolidated Plan was completed in partnership with the City of Lakewood and the City of Arvada. To prevent duplication of outreach efforts, the citizen participation process and stakeholder consultation meetings collected information used in all jurisdictions' Consolidated Plans. Community leaders from all jurisdictions in the county were invited to participate in interviews and focus groups and were notified of the community meetings conducted to support the Consolidated Plans. Jefferson County worked with both cities to engage and gather feedback from residents, community members, and stakeholders to support their jurisdictions' Consolidated Plan, leveraging ongoing engagement efforts for other housing and community planning processes.

Additionally, Jefferson County and the Cities of Lakewood and Arvada worked closely to identify, develop, and refine five-year goals, strategies and priorities, and one-year allocation plans for federal block grant funds (CDBG and HOME). The allocation plan for HOME dollars was determined jointly based on past successes and continuing needs for rehabilitation and creation of affordable housing.

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

Citizen participation efforts included public meetings/hearings, resident surveys and focus groups, and interviews and focus groups with stakeholders and providers working directly with special needs populations in Jefferson County and the Cities of Lakewood and Arvada. To support the engagement conducted for the Consolidated Plan—and to avoid duplicating recent and ongoing engagement in Jefferson County—staff coordinated engagement efforts with local housing strategies and related planning efforts. Recent and ongoing resident and stakeholder engagement in Jefferson County included a stakeholder and employer survey to inform the County’s 15-Year Housing Strategic Plan; a resident survey of County residents to understand barriers to housing development; resident and stakeholder engagement to inform the Comprehensive Plan Update (as part of Together Jeffco); and feedback gathered from stakeholders who participate in the County’s Housing Advocacy Steering Committee, Housing Continuum Task Force (HCTF), and Heading Home.

In addition to the engagement efforts outlined above, the Consortium held public hearing dedicated specifically to the development of Consolidated Plan and conducted targeted stakeholder interviews with social service providers, housing authorities, economic development agencies, and local housing and service advisory boards.

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Needs Assessment (NA) section of the City’s Consolidated Plan identifies the primary housing challenges in Jefferson County including housing affordability needs, barriers to fair housing choice, homeless trends, and the characteristics of the County’s non-homeless special needs populations. The section also provides an analysis of Jefferson County’s non-housing community development needs.

Housing needs. The Housing Problems tables in NA-10 indicate that the most common housing problems in the Consortium are cost burden and severe cost burden: 21,780 of the consortium’s low to moderate income households pay 30-50% of monthly income in housing costs and are cost burdened. Another 18,476 low to moderate income households are severely cost burdened and pay more than 50% of their monthly income for housing. **Altogether, 48% of households with income below 100% AMI in the consortium are cost burdened or severely cost burdened.**

The shares of households experiencing housing problems¹ are highest for the lowest income households and HUD’s data indicate that African American, Hispanic, and Asian households in the have some disproportionate need compared to the Consortium area as a whole.. Residents with additional challenges—e.g., victims of domestic violence who have children and single-household income levels, persons who need accessibility improvements for a disability—have a very limited supply of housing from which to choose and are disproportionately impacted by rising housing costs.

People experiencing homelessness. In January 2024, the Metro Denver Homeless Initiative identified 925 homeless persons in Jefferson County—60% of which were unsheltered; 43% were chronically homeless; 31% were families with children; 6% were veterans; and 4% were unaccompanied youth. The PIT data show an overrepresentation among racial and ethnic minorities in the County’s homeless population and high rates of mental health concerns, substance use disorders, chronic health conditions, and physical disabling conditions.

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 and improvements include continued investment in preventative maintenance, transportation and mobility investment,

¹ HUD-defined housing problems include: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%. HUD-defined severe housing problems include: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%. For a complete discussion of housing problems, refer to the narrative earlier in the NA-10 section of this Consolidated Plan.

facilities supporting the homeless population as well as facility needs that arise (particularly due to shifts in use during COVID-19). The public services that are most needed in Jefferson County include down payment assistance to buy a home; rent, utility, and mortgage assistance; homeownership counseling; childcare (including free or low cost activities for children); health care and mental health services; and workforce programs/job training opportunities.

NA-10 Housing Needs Assessment - 24 CFR 91.405, 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

This section provides a broad overview of the types of residential units available in Jefferson County, including those that target low income residents. Where possible, the original data in the IDIS tool have been updated with 2023 ACS data (the most recent available). Comprehensive Housing Affordability Strategy (CHAS data) tables show 2016-2020 data – the most recent available from HUD for Consolidated Planning. Data reflect the Consortium area as a whole, which includes Jefferson County plus a small portion of Adams County (part of the City of Arvada).

Demographics	Base Year: 2010	Most Recent Year: 2020	% Change
Population	537,392	582,577	8.4%
Households	219,268	241,184	10.0%
Median Income	\$66,051	\$107,758	63.1%

Table 3 - Housing Needs Assessment Demographics

Data Source: 2010 Census and 2010 5-year ACS (Base Year), 20235-year ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	18,979	17,259	29,380	19,025	79,794
Small Family Households	3,655	4,654	9,669	6,780	43,215
Large Family Households	960	1,010	1,869	1,605	4,229
Household contains at least one person 62-74 years of age	4,795	4,077	8,111	5,199	18,403
Household contains at least one person age 75 or older	4,427	3,463	3,478	1,659	5,329
Households with one or more children 6 years old or younger	1,597	2,135	3,539	2,232	5,839

Table 4 - Total Households Table

Data Source: 2016-2020 CHAS

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	494	189	189	60	932	39	70	110	65	284
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	195	80	190	120	585	60	30	90	30	210
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	464	375	369	114	1,322	10	35	59	65	169
Housing cost burden greater than 50% of income (and none of the above problems)	6,784	2,668	660	130	10,242	4,535	2,170	1,317	212	8,234
Housing cost burden greater than 30% of income (and none of the above problems)	1,133	4,255	5,069	904	11,361	1,340	2,254	4,645	2,180	10,419
Zero/negative Income (and none of the above problems)	530	0	0	0	530	660	0	0	0	660

Table 5 – Housing Problems Table

Data 2016-2020 CHAS
Source:

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	7,934	3,322	1,404	420	13,080	4,645	2,305	1,567	372	8,889
Having none of four housing problems	3,049	5,194	10,694	5,514	24,451	3,333	6,460	15,700	12,710	38,203
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 6 – Housing Problems 2

Data 2016-2020 CHAS
Source:

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	2,119	2,629	1,995	6,743	968	1,020	2,234	4,222
Large Related	598	510	215	1,323	189	304	308	801
Elderly	3,152	1,392	1,153	5,697	3,592	2,048	2,193	7,833
Other	2,924	2,833	2,579	8,336	1,150	1,090	1,225	3,465
Total need by income	8,793	7,364	5,942	22,099	5,899	4,462	5,960	16,321

Table 7 – Cost Burden > 30%

Data 2016-2020 CHAS
Source:

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	0	0	849	849	869	535	0	1,404
Large Related	0	0	145	145	179	115	50	344
Elderly	2,598	517	340	3,455	2,513	989	672	4,174
Other	0	2,644	1,219	3,863	1,005	0	0	1,005
Total need by income	2,598	3,161	2,553	8,312	4,566	1,639	722	6,927

Table 8 – Cost Burden > 50%

Data 2016-2020 CHAS
Source:

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	644	370	383	234	1,631	50	75	124	60	309
Multiple, unrelated family households	0	25	100	0	125	20	0	25	35	80
Other, non-family households	98	60	80	0	238	0	0	0	0	0
Total need by income	742	455	563	234	1,994	70	75	149	95	389

Table 9 – Crowding Information - 1/2

Data 2016-2020 CHAS
Source:

	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	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Table 10 – Crowding Information – 2/2

Describe the number and type of single person households in need of housing assistance.

According to 2022 5-year ACS estimates, there are 66,326 single person households in the Consortium area. Approximately 7% (4,452) of these residents live in poverty. Because households living in poverty

are likely to have a broad range of housing needs including but not limited to needs for rental assistance, needs for financial assistance for home repairs, and/or overcrowded housing conditions, it is estimated that 4,452 single person households need housing assistance. The number of single person households in need of assistance is projected to grow to 4,618 in the next five years.

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.

Households with disabilities. Households with disabilities have very high rates of housing needs. According to CHAS data, there are 48,835 households containing an individual with a disability, representing 20% of households in the Consortium.² Thirty-six percent of households containing an individual with a disability in the Consortium have one or more of the four HUD-designated housing problems, though this rate differs by disability type.

According to CHAS data,

- 8,315 of 24,844 households (38%) with an ambulatory limitation have housing problems;
- 7,285 of 18,219 households (40%) with a self-care or independent living limitation have housing problems;
- 7,545 of 17,475 households (43%) with a cognitive limitation have housing problems; and
- 8,515 of 24,844 households (34%) with hearing or vision impairments have housing problems.

Note that these data include elderly residents with disabilities and that households containing individuals with multiple disabilities are counted in multiple of these groups. Non-institutional, community-support settings that are accessible, visitable, and easily accessible to public transportation are best able to meet the housing needs of many households with disabilities, but households with disabilities face unique barriers in securing housing. Individuals with disabilities are less likely to be employed than the rest of the population and tend to have lower household incomes than individuals with no disabilities. Further, these households require units that meet specific accessibility requirements depending on the type and extent of disability experienced in the household. Low-income households containing individuals with disabilities require housing assistance in the form of public housing or rental assistance to afford these units, but very few eligible households (around 16% nationally in 2021 according to a recent report by the Urban Institute) actually receive assistance.

For persons with developmental disabilities, case management, in-home supports, foster care homes, and adult care group homes are critical to meet residents' needs. Many of these resources require adequate staffing to provide care for persons with disabilities. The availability of caregivers, whose salaries are generally low to moderate, depends on the supply of affordable housing in an area.

² HUD definition of disability: [Information for Individuals with Disabilities | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](https://www.hud.gov/program_offices/development/ehp/development/individuals_with_disabilities)

Frail elderly. According to CHAS data, there are 58,941 households with at least one person aged 62 or older in the Consortium, representing 24% of households. Of those residents over 62 years old, 9% or 5,378 are considered frail (defined as an elderly person who requires assistance with three or more activities of daily living, such as bathing, walking, and performing light housework).

Survivors of domestic violence. According to CDC data from the National Intimate Partner and Sexual Violence Survey (NISVS), 4.5% of women and 2.8% of men in the United States experience stalking, physical violence, and/or contact sexual violence (such as rape, sexual coercion, and/or unwanted sexual contact) by an intimate partner resulting in related impacts each year. These related impacts include any of the following: being fearful, concerned for safety, any post-traumatic stress disorder symptoms, injury, need for medical care, needed help from law enforcement, missed at least one day of work, missed at least one day of school. Based on these national rates, it is estimated that 17,249 consortium residents experience domestic violence resulting in related impacts each year.

The supportive and housing services needed by intimate partner violence (IPV) victims vary. According to the National Alliance to End Homelessness, domestic violence can contribute to homelessness for survivors. Survivors who are not homeless may also require housing assistance. NISVS data show that nationally, 13.4% of female victims and 5.3% of male victims will need housing assistance as a result of domestic violence. Based on these rates and the estimates of annual domestic violence incidence in the Consortium, approximately 1,778 of the 17,249 annual victims will need housing assistance at some point of their lives. The National Alliance to End Homelessness has found that affordable housing is critical in preventing both homelessness and future violence for domestic violence survivors.³

What are the most common housing problems?

The Housing Problems tables in NA-10 indicate that the most common housing problems in the Jefferson County-Arvada-Lakewood Consortium are, in order of impact:

1. **Cost burden and severe cost burden:** 21,780 of the consortium's low to moderate income households pay 30-50% of monthly income in housing costs and are cost burdened. Another 18,476 low to moderate income households are severely cost burdened and pay more than 50% of their monthly income for housing. **Altogether, 48% of households with income below 100% AMI in the consortium are cost burdened or severely cost burdened.**
2. **Overcrowding and severe overcrowding (a much lower share):** In total, **2,286 (or 3%) of the Consortium's low to moderate income households are overcrowded or severely overcrowded.** Though this is the second most common housing problem, it is far less common than cost

³ <https://endhomelessness.org/homelessness-in-america/what-causes-homelessness/domestic-violence/>

burden and severe cost burden.

3. Substandard housing affects just 1% of low to moderate income households.

Cost burden and severe cost burden represent 86% of low to moderate income renter identified problems and 93% of low to moderate income owner household identified problems. Cost burden and severe cost burden affects households in the extremely low (0-30% AMI) and very low-income brackets (30-50% AMI) most acutely.

Are any populations/household types more affected than others by these problems?

The shares of households experiencing housing problems⁴ are highest for the lowest income households and lowest for the highest income households. Overall, 86% of extremely low-income households (those earning 0-30% AMI) have at least 1 housing problem, compared to 70% of very low-income households (30-50% AMI), 43% of low-income households (50-80% AMI), and 20% of moderate income households (80-100% AMI). Severe housing problems follow a similar pattern, affecting 66% of extremely low-income households but only 4% of moderate income households.

Small related households are defined by HUD as families with two to four members. Large related households are families with five or more members. Low income (0-80% AMI) small related households are cost burdened at a higher rate (61%) than other types of low income households (55% of low income large related households and 48% of elderly households), while elderly households are severely cost burdened at the highest rates (27% vs. 13% of small related and 13% of large related households). Higher cost burden is generally easier for seniors to manage because other household expenses are lower than those of other age cohorts, especially households with young children. In addition, cost burden does not account for personal assets and wealth, which some seniors have access to through retirement and pension funds.

Thirty-six percent of households containing at least one member with a disability experienced housing needs. Housing needs were most common for households containing individuals with cognitive limitations (43% of these households had needs) or self-care or independent living limitations (40% of these households had needs).

Low income renter households are more likely than low income owner households to experience housing problems and severe housing problems. Two-thirds of low-to-moderate income renters have a housing problem, compared to 42% of low-to-moderate income owners.

⁴ HUD-defined housing problems include: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%. HUD-defined severe housing problems include: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%. For a complete discussion of housing problems, refer to the narrative earlier in the NA-10 section of this Consolidated Plan.

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 that spend 50% or more of their income on housing and are severely cost burdened are considered at risk of homelessness. These households have limited capacity to adjust to rising home prices making them vulnerable to even minor shifts in rents, property taxes, and/or incomes.

CHAS data indicate that 15,239 total low to moderate income households (8,312 renters and 6,927 owners) are at risk of homelessness. This includes 38% of extremely low-income households, 28% of very low-income households, and 11% of low-income households.

By type, households at risk of homelessness include 13% of large related households earning less than 80% AMI, 13% of small related households earning less than 80% AMI, and 27% of elderly households earning less than 80% AMI (though this is a high estimate of the number of elderly households at risk of homelessness because severe cost burden is easier for elderly households to manage as discussed earlier).

The demographic characteristics of persons who are currently experiencing homelessness can indicate who may be most vulnerable to falling into homelessness—these characteristics are discussed in more detail in NA-40 (Homeless Needs Assessment).

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:

Jefferson County does not maintain a unique definition of at-risk of homelessness. Based on the analysis of housing needs discussed above, severe cost burden is the best indicator of homelessness risk.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

The characteristics that are often linked with housing instability and an increased risk of homelessness include severe cost burden (spending more than 50% of gross household income on housing costs); job loss/inability to find stable employment; disabilities or medical complications that relate to conditions that negatively affect earned income; and domestic violence.

The 2024 PIT report (developed by MDHI) demonstrated the link between these characteristics and long-term housing instability while providing additional insight on the factors that contribute to homelessness in Jefferson County. During the January count, a total of 785 people self-reported the factors that contributed to their current situation which included unable to pay their rent or mortgage (26%), relationship problems or family break up (24%), asked to leave/evicted (24%), lost job/couldn't find work (23%), abuse or violence at home (18%), and alcohol or substance use (17%).

Other self-reported factors and characteristics linked with homelessness include disabling conditions (14%), mental health conditions (13%), unable to pay utilities (12%), and bad credit (11%).

NA-15 Disproportionately Greater Need: Housing Problems - 91.405, 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

A disproportionately greater need exists when the members of a racial or ethnic group at an income level experience housing problems at a greater rate (defined as 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 70 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.

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	15,059	3,925	0
White	11,264	3,054	0
Black / African American	99	50	0
Asian	374	216	0
American Indian, Alaska Native	10	10	0
Pacific Islander	0	0	0
Hispanic	3,008	511	0

Table 11 - Disproportionally Greater Need 0 - 30% AMI

Data 2016-2020 CHAS
Source:

*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	12,146	5,133	0
White	8,791	4,297	0
Black / African American	260	40	0
Asian	224	113	0
American Indian, Alaska Native	19	45	0
Pacific Islander	0	0	0
Hispanic	2,563	584	0

Table 12 - Disproportionally Greater Need 30 - 50% AMI

Data 2016-2020 CHAS
Source:

*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	12,697	16,709	0
White	9,674	13,279	0
Black / African American	173	90	0
Asian	428	385	0
American Indian, Alaska Native	70	79	0
Pacific Islander	0	0	0
Hispanic	2,194	2,627	0

Table 13 - Disproportionally Greater Need 50 - 80% AMI

Data 2016-2020 CHAS
Source:

*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	3,904	15,137	0
White	3,329	12,362	0
Black / African American	8	155	0
Asian	105	269	0
American Indian, Alaska Native	4	34	0
Pacific Islander	0	0	0
Hispanic	349	1,925	0

Table 14 - Disproportionally Greater Need 80 - 100% AMI

Data 2016-2020 CHAS
Source:

*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

This section discusses the income categories in which a racial or ethnic group has a disproportionately greater need.

- **0-30% AMI.** According to the HUD data shown in the tables above, 79% of Consortium households earning less than 30 percent AMI have one or more of the four housing problems noted in the introduction to this section. The incidence of housing problems is high for all racial/ethnic groups in this income category, but no disproportionate need is present.
- **30-50% AMI.** Among very low income households, rates of housing problems are disproportionately high for **Black/African American households (87%) and Hispanic households (81%)** relative to this income level's households overall (70%) and White households (67%).
- **50-80% AMI.** Low income **Black/African American households and Asian households** experience housing problems at disproportionately high rates (66% and 53%, respectively) relative to low income households overall (43%) and low income White households (42%).
- **80-100% AMI.** Overall, 21% of households with incomes between 80% and 100% AMI report a housing problem. Based on the HUD data, no racial/ethnic groups in this income range have a disproportionately high rate of housing problems.

NA-20 Disproportionately Greater Need: Severe Housing Problems - 91.405, 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 Jefferson County households that have severe housing needs by income and race and ethnicity. Severe housing need are defined as one or more of the following housing problems: 1. Housing lacks complete kitchen facilities, 2. Housing lacks complete plumbing facilities, 3. Household has more than 1.5 persons per room, 4. Household cost burden exceeds 50 percent.

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	12,579	6,386	0
White	9,414	4,896	0
Black / African American	84	65	0
Asian	344	241	0
American Indian, Alaska Native	10	10	0
Pacific Islander	0	0	0
Hispanic	2,458	1,067	0

Table 15 – Severe Housing Problems 0 - 30% AMI

Data 2016-2020 CHAS
Source:

*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	5,631	11,658	0
White	4,491	8,592	0
Black / African American	40	254	0
Asian	125	203	0
American Indian, Alaska Native	4	60	0
Pacific Islander	0	0	0
Hispanic	890	2,257	0

Table 16 – Severe Housing Problems 30 - 50% AMI

Data 2016-2020 CHAS
Source:

*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	2,971	26,417	0
White	2,182	20,768	0
Black / African American	24	240	0
Asian	164	660	0
American Indian, Alaska Native	0	149	0
Pacific Islander	0	0	0
Hispanic	563	4,273	0

Table 17 – Severe Housing Problems 50 - 80% AMI

Data 2016-2020 CHAS
Source:

*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	796	18,232	0
White	561	15,112	0
Black / African American	0	163	0
Asian	70	299	0
American Indian, Alaska Native	0	38	0
Pacific Islander	0	0	0
Hispanic	145	2,120	0

Table 18 – Severe Housing Problems 80 - 100% AMI

Data 2016-2020 CHAS
Source:

*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 highest need is among households earning less than 30 percent AMI: two-thirds (66%) of extremely low income (ELI) households in the Consortium have at least one severe housing problem; however, no racial/ethnic groups have a disproportionate need at this income level. There are no disproportionate rates of severe housing need in the 30%-50%AMI income range either

At low and moderate incomes, there are disproportionately greater severe housing needs for Asian households:

- **50-80% AMI.** At this income level, **Asian households** have a disproportionately high rate of severe housing problems (20%) relative to households overall and White households (both 10%).
- **80-100% AMI.** It is estimated that 19% of moderate income **Asian households** in the Consortium have severe housing problems, compared to 4% of moderate income households overall and 4% of moderate income White households.

NA-25 Disproportionately Greater Need: Housing Cost Burdens - 91.405, 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

Cost burden is experienced when a household pays more than 30 percent of their gross household income toward housing costs, including utilities, insurance and property taxes (for homeowners). Severe cost burden occurs when a household pays 50 percent or more of gross household income in housing costs.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	117,453	25,811	19,866	1,364
White	99,674	19,654	15,648	1,061
Black / African American	675	393	153	50
Asian	2,289	468	560	93
American Indian, Alaska Native	378	90	14	0
Pacific Islander	125	0	0	0
Hispanic	12,225	4,643	3,139	102

Table 19 – Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS

Discussion

According to the data in the table above, cost burden is disproportionately greater for African Americans (17 percentage points higher than the jurisdiction) and Hispanic households (11 percentage points higher than the jurisdiction).

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?

HUD's data indicate that African American, Hispanic, and Asian households in the have some disproportionate need compared to the Consortium area as a whole. Disparities exist for the following groups:

- African American and Hispanic households earning 30-50 percent AMI both have housing problems at 19 and 14 percentage points higher rate than White households;
- At 30%-50% AMI, African American and Asian households have housing problems at 24 and 10 percentage points higher rate than White households;
- Asian households with incomes 50%-80%AMI and 80%-100%AMI face severe housing problems at disproportionately high rates relative to White households;
- Cost burden is disproportionately greater for African Americans (17 percentage points higher than the jurisdiction) and Hispanic households (11 percentage points higher than the jurisdiction).

If they have needs not identified above, what are those needs?

Jefferson County's Housing Needs Assessment also identified additional housing disparities among racial/ethnic minorities including lower rates of homeownership and mortgage approvals (even after controlling for income):

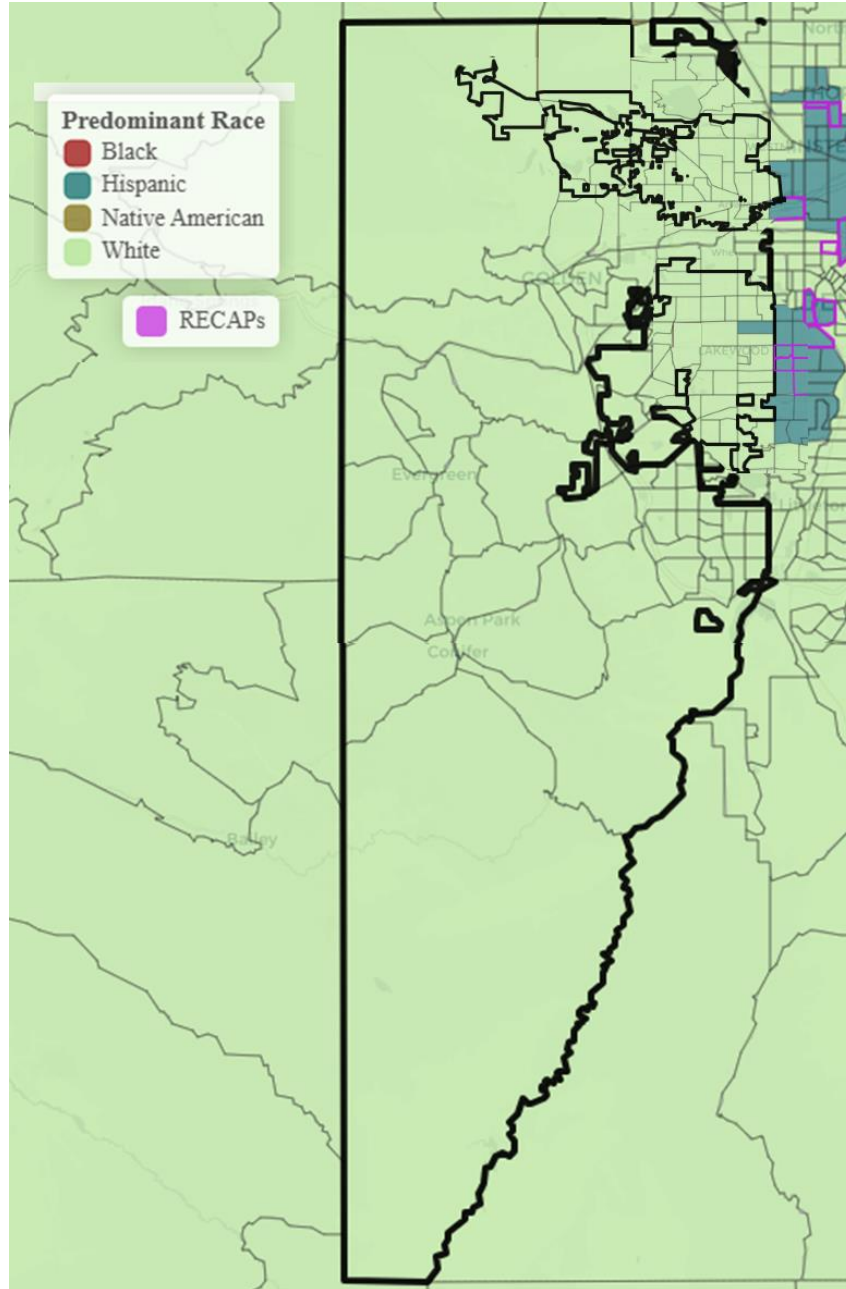
- 75% of Non-Hispanic White households in Jefferson County own their homes, compared to less than half of the county's Hispanic or Latino, Native American, and Black households.
- Racial and ethnic disparities in mortgage application outcomes persist even when analyzing only households with middle and high incomes (above 80% AMI)—just 3% of White mortgage applicants in this income range received a denial, compared to 7% of Black applicants and 6% of Hispanic applicants.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

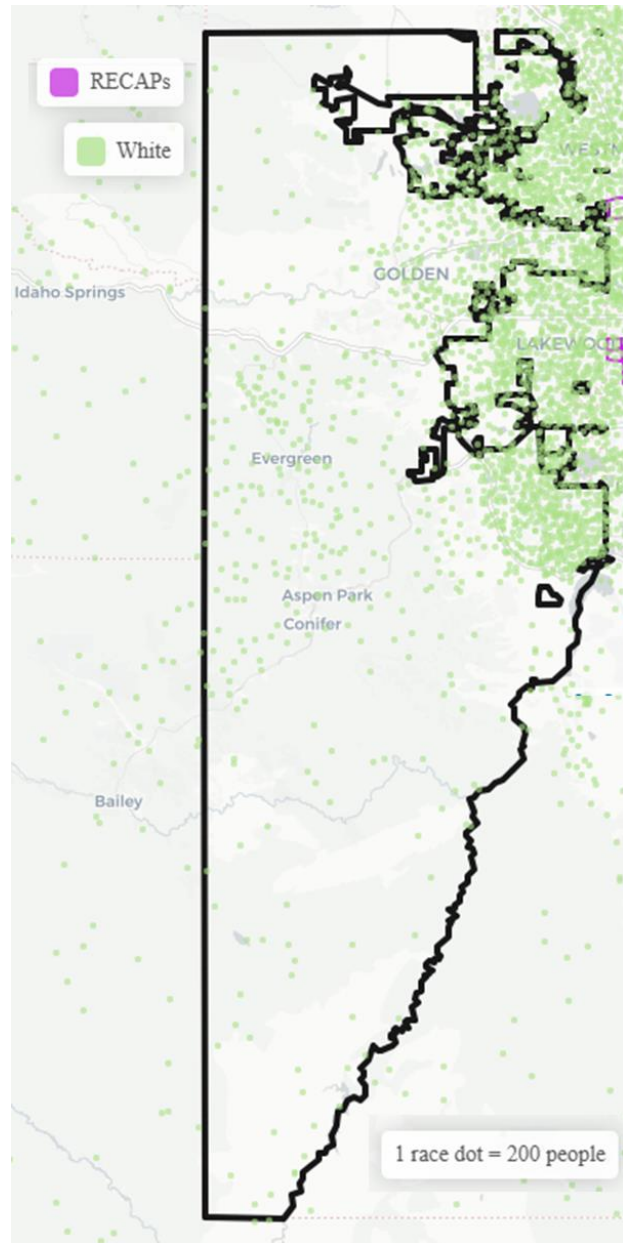
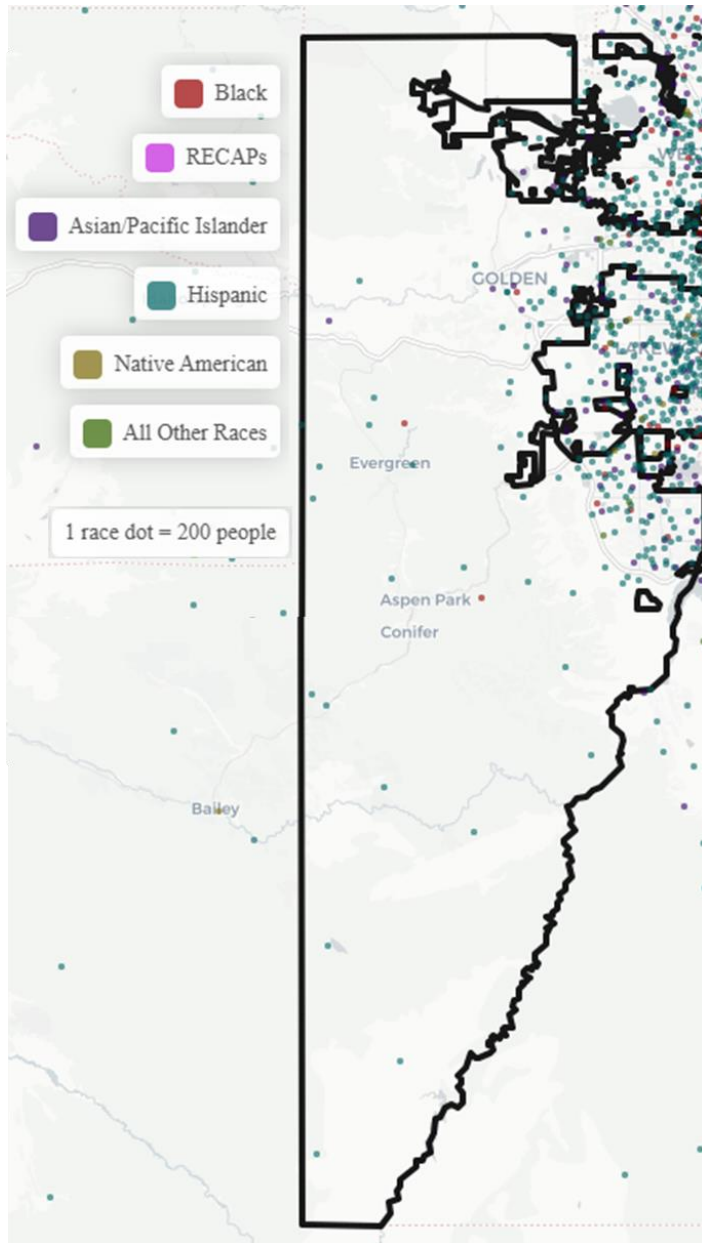
The following maps from HUD's Socio-Demographic Data Dashboard show the distribution of residents by race and ethnicity in Jefferson County, including Arvada and Lakewood. The maps also indicate HUD-defined Racially/Ethnically Concentrated Areas of Poverty (RECAPs), Census tracts where a majority of residents belong to a racial group other than non-Hispanic White and poverty is more than three times the regional average. The maps show that there are no RECAPs in the Consortium, though there is one tract in Lakewood where the predominant population is Hispanic. There are otherwise no stark concentrations of racial/ethnic minority groups.

Predominant Race by Census Tract

Source:
HUD Socio-Demographic Data
Dashboard.



Race/Ethnicity Dot Density Map



Source: HUD Socio-Demographic Data Dashboard.

NA-35 Public Housing - 91.405, 91.205 (b)

Introduction

This section provides an overview of public housing in the Consortium. Three public housing authorities are currently operating within Jefferson County: Foothills Regional Housing (FRH), Metro West Housing Solutions (MWHS) of Lakewood and the Arvada Housing Authority of the City of Arvada. None of these entities own public housing units.. The following PHA table contains aggregated data on subsidized rental programs provided by the PHAs in the Consortium. The remainder of this section describes the type of housing that each housing authority has available for the jurisdiction.

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	1,447	33	1,249	0	0	158

Table 20 - 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			Special Purpose Voucher	
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	0	\$13,325	\$8,483	\$13,624	0	0
Average length of stay	0	0	0	5	3	5	0	0
Average Household size	0	0	0	2	2	2	0	0
# Homeless at admission	0	0	0	1	0	0	0	0
# of Elderly Program Participants (>62)	0	0	0	404	2	389	0	0
# of Disabled Families	0	0	0	486	4	332	0	0
# of Families requesting accessibility features	0	0	0	1,447	33	1,249	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 21 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Race	Program Type								
	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	1,339	28	1,155	0	0	151
Black/African American	0	0	0	66	0	60	0	0	6
Asian	0	0	0	21	3	18	0	0	0
American Indian/Alaska Native	0	0	0	19	2	14	0	0	1
Pacific Islander	0	0	0	2	0	2	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 22 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Ethnicity	Program Type								
	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	474	18	415	0	0	38
Not Hispanic	0	0	0	973	15	834	0	0	120
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 23 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

The PHAs serving the Consortium do not have any public housing units. Even so, FRH has worked to expand the accessible inventory through redevelopment of units a high priority. This can be challenging in older properties with galley kitchens, small door frames, and small and rectangular bathrooms.

According to HUD's Picture of Subsidized Households, 28% of current voucher holders in the Consortium have a household member with some type of disability. Community engagement highlighted accessibility needs among households with disabilities including affordable housing options, accessibility improvements, and accessible transportation options.

What are the number and type of families on the waiting lists for public housing and section 8 tenant-based rental assistance? Based on the information above, and any other information available to the jurisdiction, what are the most immediate needs of residents of public housing and Housing Choice voucher holders?

Foothills Regional Housing (FRH) serves the entire consortium region with the administration of around 1,500 Housing Choice Vouchers and approximately 25 affordable housing properties. FRH also supports many units through project-based vouchers including units in tax credit properties and specialized senior and family units within new construction projects. Foothills Regional Housing does not maintain a wait list for Housing Choice Vouchers and instead uses a lottery system. The rental market continues to present challenges for voucher holders as there are few vacant units and moderate- and higher income renters are willing to pay more than the allowable voucher payment standards. The application processes FRH uses are all open, public processes and the agency is consistently held to the same requirements as all other grantees.

Metro West Housing Solutions (MWHS) serves as the housing authority for the City of Lakewood. The organization's mission is to be a leader in providing quality housing options and transformative opportunities for people and communities. MWHS does not currently own and operate public housing but instead administers the Housing Choice Voucher program and operates as an affordable housing and service provider throughout the City of Lakewood. MWHS currently owns and operates approximately 18 apartment and senior living communities. MWHS also administers approximately 1,200 Housing Choice Vouchers and in 2023 had 4,000 households apply for the lottery-based waitlist. MWHS staff report that the tightening of the rental market has reduced the supply of apartments available to voucher holders and forced clients to locate in lower income, more central communities within the city.

The Arvada Housing Authority (AHA) serves as the housing authority for the City of Arvada with the mission of building community through customer-oriented organization that provides safety and protection, essential services, recreational opportunities, fiscal accountability, and by striving for community enrichment and personal growth. The AHA does not own or operate public housing but administers the HCV program, encourages the development of affordable housing in Arvada, and plays a

role in the implementation and execution of the strategies identified in the City's 2024 Housing Strategic Plan

How do these needs compare to the housing needs of the population at large

The population at large is also facing rapidly increasing rental rates and growing cost-burden due to high rental costs. An inadequate supply of affordable units that is burdening very low- and low-income households more significantly. These households are forced into overcrowded conditions, must leave the region to find housing in more affordable communities, and/or are at much greater risk of homelessness.

NA-40 Homeless Needs Assessment - 91.405, 91.205 (c)

Introduction:

The Metro Denver Homeless Initiative (MDHI) serves as the regional CoC for the seven counties in the Denver Metro area including Jefferson, Adams, Arapahoe, Boulder, Broomfield, Denver, and Douglas counties. As part of MDHI's work, the body oversees the regional Homeless Management Information System (HMIS), conducts the annual Point in Time (PIT) count, and manages the Coordinated Entry (CE) system.

According to HMIS data, a total of 1,907 people accessed homeless services in Jefferson County between July 1, 2022 and June 30, 2023. Over half (58%) self-identified as male; 23% were between 35 and 44 years; 22% were over the age of 55 years; and 24% reported experiencing chronic homelessness. Individuals who accessed services during this time were more likely to be unsheltered with 39% living in unsheltered conditions (or 819 individuals). Thirty-eight% (38%) reported that it had been their first time accessing services and 15% were children (under 18 years).

According to 2024 PIT data for Jefferson County, a total of 925 people were experiencing sheltered or unsheltered homelessness on a given night in January 2024—an increase of 8% from 2023 or an additional 71 people experiencing homelessness in Jefferson County. Unhoused persons are more likely to be unsheltered in the county with 60% (or 556 people) living in unsheltered conditions compared to 40% (or 369 people) living in sheltered conditions such as emergency shelters (24%) or transitional housing (16%).

Of Jefferson County residents that were counted during the 2024 PIT count, 64% were adult only households (596 households), 31% were family households (291 households), and 4% were youth only households (38 households). Additionally, 6% identified as LGBTQ+; 6% were veterans; and 4% were unaccompanied youth.

During the 2021-2022 academic school year, a total of 318 students in Jefferson County were reported by schools as unaccompanied and homeless. Unaccompanied youth in Jefferson County comprise 33% of the total population of unaccompanied and homeless students identified by schools across the Denver Metro in 2021 and 2022. (Schools identified a total of 951 unaccompanied youth during this time—the majority of which reside in Jefferson County.)

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)	283	8	0	0	0	0
Persons in Households with Only Children	4	34	0	0	0	0
Persons in Households with Only Adults	82	514	0	0	0	0
Chronically Homeless Individuals	85	316	0	0	0	0
Chronically Homeless Families	45	2	0	0	0	0
Veterans	15	42	0	0	0	0
Unaccompanied Child	0	34	0	0	0	0
Persons with HIV	3	7	0	0	0	0

Alternate Data Source: MDHI 2024 Point-in-Time (PIT) Count

Data Source Comments: PIT count conducted on January 22, 2024 by the Metro Denver Homeless Initiative (MDHI).

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 2024, Jefferson County had a total population of 925 homeless persons with a total of 643 households experiencing homelessness on a given night in January. Of the County's total homeless population, 43% are chronically homeless; 51% were reported first-time homeless; 31% are families with children; 6% are veterans; 4% are unaccompanied youth.

Additionally, a total of 643 households were experiencing homelessness during this time. Among Jefferson County's households experiencing homelessness in 2024:

- 41% have a mental health concern; 31% have a substance use disorder; 30% have a chronic health condition; 27% have a physical disabling condition; 15% have a developmental condition; and 9% are survivors of domestic violence.
- 64% are from adult only households; 31% are families with children; and 4% are from youth only households. Of families experiencing homelessness in the county, 16% are chronically homeless (or 47 chronically homeless families).
- 19% are children (under 18 years); 23% are between 35 and 44 years; and 23% are between 45 and 54 years. Only 3% of the County's homeless population is over 65 years.

Jefferson County had the largest population of unaccompanied and homeless youth in the Denver Metro region during the 2021-2022 academic year. According to an analysis of McKinney-Vento data conducted by MDHI, a total of 318 students in Jefferson County were reported by schools as unaccompanied and homeless. Unaccompanied youth in Jefferson County comprised 33% of the total population of unaccompanied and homeless students identified by schools across the Denver Metro in 2021 and 2022.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
American Indian or Alaska Native	2%	5%
Asian or Asian American	2%	n/a
Black or African American	20%	6%
Hispanic or Latino	17%	17%
Middle Eastern or North African	2%	n/a
Multi-racial	7%	8%
White	51%	64%
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic or Latino	30%	21%
Non-Hispanic	70%	79%

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

A total of 291 families with children were experiencing homelessness in Jefferson County in 2024, representing 31% of the County's total homeless population at the time. This compares to 64% of single adults; 6% of veterans; and 4% of unaccompanied youth. Less than 1% of homeless persons in the county were parenting youth. Of families experiencing homelessness in the county, 16% were chronically homeless while 62% reported being first-time homeless in 2024.

Families with incomes below the poverty line are also in need of housing assistance to avoid being displaced and entering homelessness. According to 2023 1 year American Community Survey (ACS) estimates, 7% of families with children (or 58,275 families with children) in Jefferson County had incomes below the poverty line.

These households need housing assistance to avoid cycles of housing instability and homelessness. In 2023, the mean income for families in poverty in Jefferson County was only \$10,301 per year. This is slightly higher for married couple families (\$11,084 per year) but much higher than the incomes of single mothers (\$8,342 per year). (2023 1 year ACS data is the most recent data available at the time this report was developed.)

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Jefferson County's homeless population is largely White at 59% of the total population followed by Hispanic or Latino residents (17%), Black or African American residents (11%), multi-racial residents (8%), and American Indian or Alaska Native residents (4%). One quarter (25%) were of Hispanic or Latino ethnicity.

According to a statistically significant analysis conducted by MDHI to identify racial and ethnic disparities in homelessness, Native Hawaiian or Pacific Islanders are overrepresented in Jefferson County's homeless population by 8 times relative to the general population which is similar for residents identifying as Black or African American (6.1 times), Native American or Alaska Native (2.7 times), and multi-racial (2.4 times). Excluding Asian and White residents, all racial and ethnic groups in Jefferson County who accessed homeless services are overrepresented in homelessness.

The nature of homelessness (e.g., sheltered versus unsheltered) also varies among racial and ethnic groups living in Jefferson County. For example, unhoused Black or African American residents are more likely to be sheltered (20% versus 6% unsheltered) while homeless persons identifying as Hispanic or Latino are equally likely to be sheltered or unsheltered with 17% living in sheltered or unsheltered conditions in 2024. Conversely, some racial and ethnic groups experiencing homelessness are more likely to be unsheltered. This is true for unsheltered White residents (64%), American Indian/Alaska Native residents (5%), and multi-racial residents (8%).

By ethnicity, Hispanic or Latino residents are more likely to live in shelters while experiencing homelessness with 30% living in sheltered conditions compared to 21% in unsheltered conditions. Non-Hispanic homeless persons are slightly more likely to be unsheltered at 79% compared to 71% in sheltered conditions.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

According to 2024 PIT data for Jefferson County, a total of 925 people were experiencing sheltered or unsheltered homelessness on a given night in January 2024. Unhoused persons are more likely to be unsheltered in the county with 60% (or 556 people) living in unsheltered conditions. Around a quarter (24%) of unsheltered persons were living out of their vehicle while 12% were living in a tent. (63% were living in other unsheltered conditions like the streets or in parks.) This compares to 40% (or 369 homeless people) living in sheltered conditions such as emergency shelters (24%) or transitional housing (16%).

Of individuals experiencing unsheltered homelessness in Jefferson County in 2024:

- 92% were households with only adults; 6% were youth only households; and only 1% were family households with children. (The large share of sheltered families experiencing homelessness is likely due to the County's shelter capacity to serve unhoused families versus single adults.)
- 17% identified as Hispanic or Latino; 8% identified as multiple races; 6% identified as Black or African American; and 5% identified as American Indian or Alaska Native.
- 57% were chronically homeless (or 316 chronically homeless persons); 50% had a mental health concern; 44% had a substance use disorder; 38% had a chronic health condition; and 36% had a physical disabling condition.

- 10% identify as LGBTQ+; 8% are veterans; and 6% are unaccompanied youth. (Note that these are much higher shares than the share of LGBTQ+, veterans, and unaccompanied youth experiencing sheltered homelessness in the county.)

Of those experiencing sheltered homelessness in Jefferson County in 2024:

- 77% (or 283 households) were family households with children; 22% (or 82 households) were adult only households; and 1% (or 4 households) were youth only households.
- 20% identified as Black or African American; 17% identified as Hispanic or Latino; 7% identified as multiple races; and 51% as White. Only 2% identified as American Indian/Alaska Native, Asian, or Middle Eastern.
- 27% had a mental health concern; 17% had a chronic health condition; 14% had a physical disabling condition; 14% were survivors of domestic violence; 12% had a substance use disorder; and 12% had any disabling condition. Only 4% of homeless veterans were sheltered during the count.

Discussion:

MDHI's 2024 PIT Report for Jefferson County provided insight on the factors that contribute to housing instability and homelessness in the county. During the PIT count for 2024, a total of 785 people self-reported contributing factors related to high housing costs, landlords, employment barriers, and unsafe housing conditions/situations.

The top contributing factors cited by unhoused persons in Jefferson County included inability to pay their rent or mortgage (26%), relationship problems or family breakup (24%), asked to leave/evicted (24%), lost job/couldn't find work (23%), abuse or violence in the home (18%), and/or substance use (17%). Additionally, 14% self-reported disabling conditions as contributing to homelessness followed by mental health conditions (13%), inability to pay utilities (12%), and bad credit (11%).

NA-45 Non-Homeless Special Needs Assessment - 91.405, 91.205 (b,d)

Introduction

This section provides an overview of the housing and supportive service needs of non-homeless special populations in the Consortium area. The special needs groups for which Consolidated Plan regulations require estimates of supportive housing needs include:

- Elderly (62 and older) and frail elderly (an elderly person who requires assistance with three or more activities of daily living such as bathing, walking, and performing light housework),
- Persons with mental, physical, and/or developmental disabilities,
- Persons with alcohol or other drug addiction,
- Persons with HIV/AIDS, and
- Victims of domestic violence, dating violence, sexual assault, and stalking.

This Consolidated Plan also includes needs estimates for:

- Families with children including large families (those with three or more children) and single parent families with children,
- Households for whom English is not their first language, sometimes referred to as English Language Learner households. These households are also referred to as Limited English Proficiency (LEP) households

Needs were determined either through occurrence of HUD-defined housing problems, income/employment status, and stakeholder engagement . **Describe the characteristics of special needs populations in your community:**

Special needs populations and their housing or supportive needs are presented in the table below and discussed in subsequent paragraphs.

Non-Homeless Special Needs Populations, Jefferson County Consortium

Non-Homeless Special Needs Population	TOTAL	With Housing or Service Need	
Elderly (defined as 62 and older)	125,319	8,548	7%
Frail elderly (elderly person who requires assistance with three or more activities of daily living, such as bathing, walking, and performing light housework)	5,378	367	7%
Persons with mental, physical, and/or developmental disabilities	61,796	8,157	13%
Persons with alcohol or other drug addiction	85,153	35,471	42%
Persons living with HIV/AIDS	950	no data	no data
Victims of domestic violence (includes rape, physical violence and/or stalking by an intimate partner)	17,249	1,778	10%
LEP households	2,717	256	9%
Families with children	63,991	3,538	6%
Large families (3 or more children)	9,921	917	9%
Single parents with children	17,569	2,472	14%
Households containing persons with hearing, vision, cognitive, ambulatory, self-care and independent living difficulty	48,835	17,785	36%
hearing or vision impairment	24,844	8,515	34%
ambulatory limitation	21,719	8,315	38%
cognitive limitation	17,475	7,545	43%
self-care or independent living limitation	18,219	7,285	40%

Note: Elderly households contain at least one person aged 62 years or older; their needs are based on their poverty rate. Households with LEP have Limited English Proficiency; their needs are based on the proportion of LEP residents living in poverty. Victims of domestic violence include rape, physical violence and/or stalking by an intimate partner. Persons with disabilities may be captured in multiple categories if they have multiple types of disabilities. Persons with disabilities may also be represented in the elderly category

Source: ACS, CHAS, CDC, U.S. Department of Health, and Root Policy Research.

Elderly and frail elderly. According to CHAS data, there are 58,941 households with at least one person aged 62 or older in the Consortium, representing 24% of households. Of those residents over 62 years old, 9% or 5,378 are considered frail (defined as an elderly person who requires assistance with three or more activities of daily living, such as bathing, walking, and performing light housework). Based on the county's senior poverty rate, 532 frail elderly residents live below the poverty level.

Persons with disabilities. The noninstitutionalized population with a disability in the Consortium totals 61,796 residents. Of these residents, 13% live below the poverty level and likely have housing and supportive service needs according to ACS data—putting those with likely needs at 8,157 residents.

Persons with alcohol or other addictions. Applying Colorado's 2022 Substance Use Disorder rate (reported by NSDUH) to the population, it is estimated that 85,153 Consortium residents have Substance Use Disorder (SUD). Based on the national rate at which people have SUD and need but are not receiving treatment (by age), 42% of these residents or 35,471 residents need and are not receiving treatment for their addiction.

Persons living with HIV/AIDS. According to the CDC and the National HIV Surveillance System (NHSS), there were 187.8 people living with HIV/AIDS per 100,000 residents in 2022, roughly equivalent to 950 people living with HIV/AIDS.

Survivors of domestic violence. According to CDC data from the National Intimate Partner and Sexual Violence Survey (NISVS), 4.5% of women and 2.8% of men in the United States experience stalking, physical violence, and/or contact sexual violence (such as rape, sexual coercion, and/or unwanted sexual contact) by an intimate partner resulting in related impacts each year. These related impacts include any of the following: being fearful, concerned for safety, any post-traumatic stress disorder symptoms, injury, need for medical care, needed help from law enforcement, missed at least one day of work, missed at least one day of school. Based on these national rates, it is estimated that 17,249 consortium residents experience domestic violence resulting in related impacts each year.

Households with Limited English Proficiency. According to ACS data, 2,717 households in the Consortium have limited English proficiency, meaning that household members over the age of 14 cannot speak English well or very well.

Families with children. According to ACS data, there are 63,991 families with children in the Consortium. Of those 17,569 are single parents with children and 9,921 are large families with three or more children.

What are the housing and supportive service needs of these populations and how are these needs determined?

Due to limitations in data available, it is necessary to use a wide range of sources including American Community Survey (ACS) from the Census Bureau, Comprehensive Housing Affordability Strategy (CHAS) data from HUD, the National HIV Surveillance System (NHSS), the National Survey on Drug use and Health (NSDUH), and the National Intimate Partner and Sexual Violence Survey (NISVS). Resultantly, estimates of these populations' housing and service needs reflect different needs. For example, needs estimates for households containing at least one member with a disability use CHAS estimates reflecting how many of these households have housing needs including but not limited to cost burden, substandard housing conditions, need for accessibility modifications, overcrowding, or substandard housing condition; whereas needs estimates for persons with alcohol or other drug addiction reflect the national rate at which persons with alcohol or drug addiction need and are not receiving treatment (and so do not necessarily capture housing needs). These needs are clarified for each group as they are discussed below. The discussion of needs is supported by stakeholder engagement findings.

Elderly and frail elderly. Based on the county's senior poverty rate (7%), 8,548 older adults and 367 "frail elderly" residents live below the poverty level and therefore may have housing and supportive service needs.

Households with disabilities. Households with disabilities have very high rates of housing needs. According to CHAS data, there are 48,835 households containing an individual with a disability, representing 20% of households in the Consortium.⁵ Thirty-six percent of households containing an individual with a disability in the Consortium have one or more of the four HUD-designated housing problems, though this rate differs by disability type.

According to CHAS data,

- 8,315 of 24,844 households (38%) with an ambulatory limitation have housing problems;
- 7,285 of 18,219 households (40%) with a self-care or independent living limitation have housing problems;
- 7,545 of 17,475 households (43%) with a cognitive limitation have housing problems; and
- 8,515 of 24,844 households (34%) with hearing or vision impairments have housing problems.

Note that these data include elderly residents with disabilities and that households containing individuals with multiple disabilities are counted in multiple of these groups. Non-institutional, community-support settings that are accessible, visitable, and easily accessible to public transportation are best able to meet the housing needs of many households with disabilities, but households with disabilities face unique barriers in securing housing. Individuals with disabilities are less likely to be employed than the rest of the population and tend to have lower household incomes than individuals with no disabilities. Further, these households require units that meet specific accessibility requirements depending on the type and extent of disability experienced in the household. Low-income households containing individuals with disabilities require housing assistance in the form of public housing or rental assistance to afford these units, but very few eligible households (around 16% nationally in 2021 according to a recent report by the Urban Institute) actually receive assistance.

For persons with developmental disabilities, case management, in-home supports, foster care homes, and adult care group homes are critical to meet residents' needs. Many of these resources require adequate staffing to provide care for persons with disabilities. The availability of caregivers, whose salaries are generally low to moderate, depends on the supply of affordable housing in an area.

Persons with alcohol or other addictions. Based on the national rate at which people have SUD and need but are not receiving treatment (by age), 42% of the residents with SUD—or 35,471 residents—need and are not receiving treatment for their addiction.

Survivors of domestic violence. The supportive and housing services needed by intimate partner violence (IPV) victims vary. According to the National Alliance to End Homelessness, domestic violence can contribute to homelessness for survivors. Survivors who are not homeless may also require housing assistance. NISVS data show that nationally, 13.4% of female victims and 5.3% of male victims will need housing assistance as a result of domestic violence. Based on these rates and the estimates of annual

⁵ HUD definition of disability: [Information for Individuals with Disabilities | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](https://www.hud.gov/program_offices/development/ehfa/development/individuals_with_disabilities/)

domestic violence incidence in the Consortium, approximately 1,778 of the 17,249 annual victims will need housing assistance at some point of their lives. The National Alliance to End Homelessness has found that affordable housing is critical in preventing both homelessness and future violence for domestic violence survivors.⁶

Households with Limited English Proficiency. According to ACS data, 2,717 households in the Consortium have limited English proficiency, meaning that household members over the age of 14 cannot speak English well or very well. An estimated 9% of the 2,717 LEP households in the Consortium have incomes below the poverty line and are therefore likely to have housing and supportive service needs—an estimated 367 LEP households with housing or supportive service needs. Poverty as a measure of need, may be a low level estimate of this population's needs because they face language barriers across widespread areas of life including transportation, employment, and housing—regardless of their income.

Families with children. According to ACS data, 6% of families with children live below the poverty line and are believed have housing or service needs. This equates to 3,538 families with children who have housing or services needs, including 2,472 single parents with children. Poverty rates are higher—indicating higher rates of housing or service needs—for families with three or more children (9%) and for single parents with children (14%).

In addition to housing and service needs, families with children expressed acute needs for affordable and available childcare in the region. Childcare is both dependent on and necessary for access to employment opportunities for parents. Parents need childcare to be able to go to work without their children but cannot afford childcare without high paying jobs.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

N/A; this plan does not cover HOPWA funding. According to the CDC and the National HIV Surveillance System (NHSS), there were 187.8 people living with HIV/AIDS per 100,000 residents in 2022, roughly equivalent to 950 people living with HIV/AIDS.

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))

The Consortium does not currently have an established preference for HOME TBRA and does not plan to create one during the period covered by this Consolidated Plan.

⁶ <https://endhomelessness.org/homelessness-in-america/what-causes-homelessness/domestic-violence/>

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Part of the framework of Jefferson County's Strategic Plan (2022) includes "Strengthen Public Facilities and Infrastructure" through committing appropriate resources, ensuring equitable access to all sustainable modes of travel, and protecting assets and infrastructure. This will include continued investment in preventative maintenance as well as implementation of the forthcoming transportation and mobility plan, as well as facility needs that arise (particularly due to shifts in use during COVID-19).

Resident and stakeholder engagement conducted for both the Consolidated Plan and the Community Needs Assessment highlighted needs for facilities supporting the homeless population (shelter and navigation services) as well as facilities that serve as a hub for social services to make accessing those services more convenient and more efficient for residents.

How were these needs determined?

Jefferson County Strategic Plan, Community Needs Assessment, and community/stakeholder engagement.

Describe the jurisdiction's need for Public Improvements:

The needed public improvement that was most often prioritized by residents and stakeholders was improved transportation—including public transit as well as pedestrian infrastructure (e.g., sidewalks). Residents also expressed a need for improvements to bicycle infrastructure and trails.

How were these needs determined?

Community Engagement, Together Jeffco Comprehensive Plan, and the Jefferson County Transportation and Mobility Plan.

Describe the jurisdiction's need for Public Services:

The public services that are most needed in Jefferson County include down payment assistance to buy a home; rent, utility, and mortgage assistance; homeownership counseling; childcare (including free or low cost activities for children); health care and mental health services; and workforce programs/job training opportunities.

Additionally, essential resources and services (specifically public transportation and health care) are needed in the foothills to address housing and service needs. Community members noted that these resources are less accessible in rural/mountain areas of Jeffco which forces many residents to travel long distances just to meet basic needs—if they can access them at all. Residents also highlighted a need for utility assistance for households in the foothills. Compared to urban areas, the foothills have significantly higher utility costs, creating an additional burden for those struggling to find affordable housing.

How were these needs determined?

The Jefferson County 2023 Community Needs Assessment as well as resident and stakeholder engagement.

Housing Market Analysis

MA-05 Overview

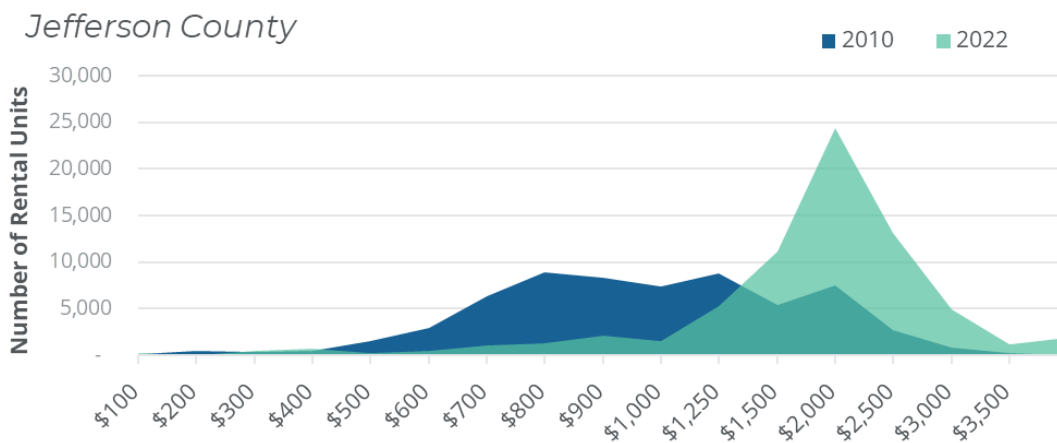
Housing Market Analysis Overview:

This section provides an analysis of Jefferson County’s renter and ownership market including overall market trends, housing costs and prices, supply, and other indicators. The analysis focuses on Jefferson County overall and draws from the key findings of the County’s recent Housing Needs Assessment.

Housing stock and production. Overall, housing production slightly lagged employment growth and lagged growth in households in Jefferson County since 2010. Housing stock composition shifted slightly since 2000 as single family detached homes have become a smaller proportion of the overall stock, though they still constitute a strong majority of homes (63%).

Rental market. Between 2010 and 2022, median rent nearly doubled in Jefferson County (from \$907 to \$1,731 in the county overall and from \$1,059 to \$1,963 unincorporated areas) as rental units shifted into higher price points. Over half of the county’s rental units were priced between \$500 and \$1,000 in 2010. By contrast, two thirds of the county’s rental units are now priced over \$1,500 per month.

Rent Distribution, 2010-2022

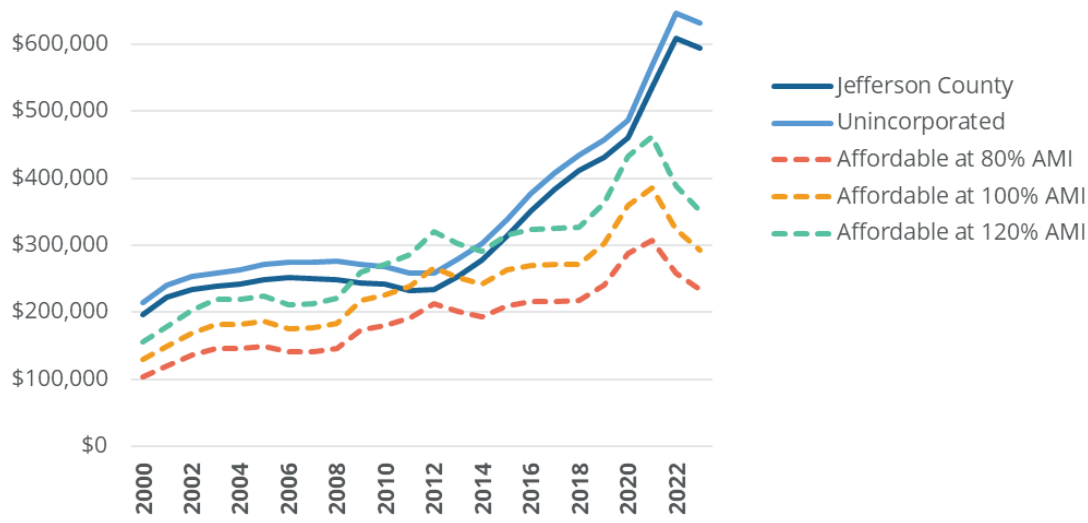


Source: Jefferson County Housing Needs Assessment.

Home purchase market. The median sale price in Jeffco in 2023 was \$600,000—more than double the 2010 median price of \$220,000. Home price increases outpaced income gains over the past 10 years and recent interest rates hikes have severe impact on affordability. While attached products—particularly condos and duplexes—offer more affordability, they constitute a smaller share of total sales.

Since 2010 the proportion of home sales affordable to the median household (earning 100% AMI) dropped from 51% to 5% due to rising prices and declining purchasing power at higher interest rates.

Typical Home Price vs. Affordable Price (at 80%, 100%, and 120% AMI)



Source: Jefferson County Housing Needs Assessment.

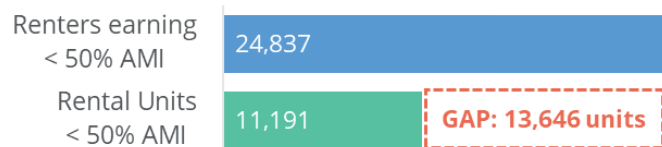
Affordability Gaps—mismatches in supply and demand by price-point: The gaps analysis indicates that affordability needs are concentrated below 50% AMI in the rental market and below 120% AMI in the for-sale market (though for-sale needs persist up to 150% AMI).

- Collectively, there is an affordability shortage of 13,646 units in Jefferson County for renters earning less than 50% AMI, even after accounting for affordable, income-restricted inventory. The most acute needs are for households earning less than 30% AMI.
- Forty-three percent of renters have incomes between 50% and 120% of AMI—a range historically in consideration for first-time home purchase. However, only 13% of homes sold in Jeffco in 2022/23 were in their price-range. Potential buyers do not see proportional affordability in the market unless they have incomes over 150% AMI.

Affordability gaps can be addressed through new production of housing units at the needed price-points and/or through subsidies of existing units.

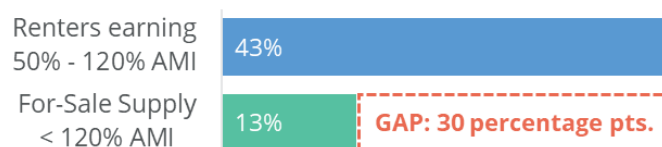
Rental Affordability Gaps.

Source: Jefferson County Housing Needs Assessment.



For-Sale Affordability Gaps.

Source: Jefferson County Housing Needs Assessment.



MA-10 Housing Market Analysis: Number of Housing Units - 91,410, 91.210(a)&(b)(2)

Introduction

This section provides a broad overview of the types of residential units available in the Consortium, including those that target low income residents. The original data in the tool have been updated with 2018 ACS data where possible and reflect Jefferson County plus the Adams County portion of Arvada.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	161,827	64%
1-unit, attached structure	22,250	9%
2-4 units	11,062	4%
5-19 units	28,927	11%
20 or more units	25,788	10%
Mobile Home, boat, RV, van, etc	2,482	1%
Total	252,336	100%

Table 24 – Residential Properties by Unit Number

Data Source: 2023 5-year ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	486	0%	2,994	4%
1 bedroom	3,360	2%	20,400	29%
2 bedrooms	25,742	15%	30,081	43%
3 or more bedrooms	140,965	83%	17,156	24%
Total	170,553	100%	70,631	100%

Table 25 – Unit Size by Tenure

Data Source: 2023 5-year ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

According to National Housing Preservation Database (NHPD) data, there were 5,484 designated affordable rental housing units in the Consortium. In addition to the affordable rental stock, about 150 designated affordable owner-occupied homes have been created in the county through active non-profits. Of the county's jurisdictions, Lakewood had the greatest number of affordable rental units (2,804), followed by Westminster (1,485 units) and Arvada (1,366 units). Note that Westminster is situated in both Jefferson County and Adams County, and some its affordable units are located outside of the Consortium.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Cumulatively, 57% of federally assisted, designated affordable units (3,099 affordable units) in the Consortium will see their affordability subsidies expire in the next 15 years. When subsidies expire, the owners of those properties are able to remove income and rent restrictions, making those building at risk of becoming market-rate. Of the 3,099 units with upcoming affordability expirations:

- 481 units (9% of all publicly assisted units) are set to expire in the next 5 years;
- An additional 658 affordable units have subsidies expiring in 5 to 10 years; and
- Another 1,960 federally assisted units expire in 10-15 years.

Does the availability of housing units meet the needs of the population?

No, it does not. The problem is particularly acute for very low income renters. For renter households making less than 50% AMI, there is a rental gap of approximately 13,600 units. Ownership units are also very difficult to find for moderate income renters seeking to buy. Steep price and rent increases outpace wages and inflation while rising interest rates exacerbate affordability challenges in the ownership market. Production of missing middle housing is increasing but still constitutes a small share of sales.

Describe the need for specific types of housing:

The county's renters with the greatest needs are a diverse group. Some are seniors living on fixed incomes; some are working low-paying retail and service jobs; some are single parents and married couples with children. Many of the county's renters with the worst-case needs are special needs populations, at-risk of homelessness or formerly homeless, persons with disabilities, victims of domestic violence, residents challenged by health/mental health, and substance abuse.

Specific types of housing needed are rental units serving residents earning less than 30 percent AMI (including those transitioning out of homelessness); rentals affordable to households earning 30 to 80 percent AMI; and affordable ownership options for low- and moderate-income households. There is also a need for more affordable accessible housing options for people with disabilities, permanent supportive housing, and transitional housing.

MA-15 Housing Market Analysis: Cost of Housing - 91.410, 91.210(a)

Introduction

This section contains pre-populated HUD tables that support the housing needs and market analysis discussions above. Where appropriate, alternative data sources have been referenced and numbers updated.

Cost of Housing

	Base Year: 2010	Most Recent Year: 2023	% Change
Median Home Value	\$259,140	\$604,234	133%
Median Contract Rent	\$786	\$1,677	113%

Table 26 – Cost of Housing

Data Source: 2010 5-year ACS (Base Year), 2023 5-year ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	2,511	3.66%
\$500-999	4,847	7.06%
\$1,000-1,499	18,509	26.95%
\$1,500-1,999	23,894	34.79%
\$2,000 or more	18,911	27.54%
Total	68,672	100.00%

Table 27 - Rent Paid

Data Source: 2023 5-year ACS

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	2,618	No Data
50% HAMFI	9,316	1,976
80% HAMFI	29,207	11,539
100% HAMFI	No Data	26,481
Total	41,141	39,996

Table 28 – Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	1,390	1,538	1,856	2,449	2,750
High HOME Rent	1,029	1,111	1,336	1,534	1,691
Low HOME Rent	812	870	1,045	1,206	1,346

Table 29 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

No, there is not. The problem is particularly acute for very low income renters. For renter households making less than 50% AMI, there is a rental gap of approximately 13,600 units. Ownership units are also very difficult to find for moderate income renters seeking to buy. Steep price and rent increases outpace wages and inflation while rising interest rates exacerbate affordability challenges in the ownership market. Production of missing middle housing is increasing but still constitutes a small share of sales.

Please see the discussions on housing needs in NA-05, MA-05 and MA-10 for additional detail.

How is affordability of housing likely to change considering changes to home values and/or rents?

In the near term, the Consortium is unlikely to see much relief from the gaps in availability and affordability of homes to purchase and rent. It is difficult for supply to keep up with continued demand by households moving into the region. Since 2010, overall, housing production slightly lagged employment growth and lagged growth in households in Jefferson County. If that trend doesn't shift, the market will continue to be constrained and affordability challenges could worsen.

According to the Jefferson County Housing Needs Assessment, to accommodate projected growth, the county would need to add 49,572 units by 2040—or about 2,750 units per year. This estimate includes projected housing growth and a portion of employment growth—just enough to maintain the current jobs-to-housing units ratio (1.28 in 2022). A significant share of future units need to be affordable for households below 100% AMI to adequately serve the workforce, low income residents, and retiring residents and seniors.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Median rent by bedroom (according to 2023 1-year ACS estimates) are higher than FMRs for studio, 1-bedroom, and 2-bedroom units. This creates challenges in producing and preserving affordable housing and make it more difficult for voucher holders to find available, affordable units. The need for affordable housing is extremely high and requires continued subsidy to produce.

MA-20 Housing Market Analysis: Condition of Housing - 91.410, 91.210(a)

Introduction

This section provides data on the condition of housing in Jefferson County. Data in the following tables are provided by the U.S. Census and HUD.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

Jefferson County operates its rehabilitation program in conformance with all local codes and ordinances, as well as all requirements established by the U.S. Department of Housing and Urban Development (HUD) and the State of Colorado pertaining to the Community Development Block Grant Program and HOME funding guidelines. To determine units suitable for rehabilitation as part of its rehabilitation program Jefferson County utilizes HUD guidelines regarding maximum investment and resale value limits, as well as performance reviews and subsidy layering analyses.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	34,052	20%	34,575	49%
With two selected Conditions	423	0%	2,017	3%
With three selected Conditions	94	0%	181	0%
With four selected Conditions	11	0%	8	0%
No selected Conditions	135,973	80%	33,850	48%
Total	170,553	100%	70,631	100%

Table 30 - Condition of Units

Data Source: 2023 5-year ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	28,211	17%	16,984	24%
1980-1999	53,916	32%	19,846	28%
1950-1979	80,457	47%	30,213	43%
Before 1950	7,969	5%	3,588	5%
Total	170,553	100%	70,631	100%

Table 31 – Year Unit Built

Data Source: 2023 5-year ACS

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	88,426	52%	33,801	48%

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Housing Units build before 1980 with children present	8,081	7%	5,999	12%

Table 32 – Risk of Lead-Based Paint

Data Source: 2023 5-year ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units			11,152
Abandoned Vacant Units			
REO Properties			
Abandoned REO Properties			

Table 33 - Vacant Units

Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing.

There is a consistent need for rehabilitation of both owner-occupied and rental units in the county due to the aging of the housing stock and the residents who occupy the units. This need is expected to grow in the next 20 years as more residents become seniors and are living on fixed incomes.

Overall around 20 percent of survey respondents rated the condition of their home fair (16%) or poor (4%). Seventy percent of those who rated their home condition as fair or poor indicated that their home needed some repair and half of them indicated that the repairs have not been made because they cannot afford to do them. The most common types of needed repairs included repairs related to windows, electrical wiring, bathroom plumbing, and interior walls or ceilings.

Estimate the number of housing units within the jurisdiction that are occupied by low or moderate income families that contain lead-based paint hazards. 91.205(e), 91.405

Lead-based paint (LBP) is a concern because of its effects on children: elevated blood lead levels in young children can lead to a host of problems from relatively subtle developmental disabilities to severe impairment or even death.

The use of lead-based paint was banned from residential usage in 1978. However, a majority of the structures constructed prior to the ban are at risk of containing lead-based paint. Lead poisoning is most likely to occur in old, poorly maintained dwellings with deteriorated paint. Remodeling of homes with lead paint will exacerbate exposure if lead hazards have not been mitigated.

According to the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 Edition), approximately 67 percent of homes built before 1940 are likely to have “significant” lead-based paint hazards. Likelihood for homes built between 1940 and 1959 is 39 percent, and

likelihood for homes built between 1960 and 1977 is 11 percent. Based on the overall age distribution on housing stock in Jefferson County, 20 percent of homes built before 1980 may have lead based paint.

According to HUD's estimates in the table above, there are 9,170 owner occupied and 6,259 housing units built before 1980 in the Consortium that are occupied by families with children. Of the 15,429 housing units built before 1980 occupied by families with children, 20 percent (3,086 units) may have lead based paint hazard. These potential LBP hazards are HUD upper bounds of risk.

MA-25 Public And Assisted Housing - 91.410, 91.210(b)

Introduction

This section provides an overview of public housing in the Consortium. Three public housing authorities are currently operating within Jefferson County: Foothills Regional Housing (FRH), Metro West Housing Solutions (MWHS) of Lakewood and the Arvada Housing Authority of the City of Arvada. None of these entities own public housing units. The following PHA table contains aggregated data provided by the PHAs in the Consortium.

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	0	1,532	3	1,529	0	0	1,487
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 34 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

N/A; none of the PHAs operating in the Consortium own designated public housing units. FRH serves the entire consortium region with the administration of around 1,500 Housing Choice Vouchers and approximately 25 affordable housing properties. MWHS administers about 1,200 HCVs and owns and operates approximately 18 apartment and senior living communities in the City of Lakewood. The AHA does not own or operate housing but administers the HCV program, encourages the development of affordable housing in Arvada, and plays a role in the implementation and execution of the strategies identified in the City's 2024 Housing Strategic Plan.

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:

N/A; none of the PHAs operating in the Consortium own public housing units.

Public Housing Condition

Public Housing Development	Average Inspection Score
N/A	N/A

Table 35 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

N/A; Jefferson County does not own public housing units. The condition of the developments the Housing Authorities own are good, in general, and well taken care of—however, most are older properties and would benefit from rehabilitation. Each property has a capital improvement plan.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

As stated above, Jefferson County does not own public housing units. The Housing Authorities strategies for improving the living environment of low- and moderate-income families is largely to provide staff assistance as needed—in locating rental units that accept Housing Choice Vouchers; in assisting with employment applications; in providing resources for security deposit assistance and affordable child care; in accessing resources; and in advocating for families.

MA-30 Homeless Facilities and Services - 91.410, 91.210(c)

Introduction

HUD requires reporting of the types and number of beds that are available to individuals and families who are experiencing homelessness. As of December 2024, the county still has no permanent, low-barrier shelter options for the general population experiencing homelessness. However, a navigation center (which will offer shelter beds) has been approved in Lakewood. In addition, there are discussions of siting a second navigation center in Arvada. Over the past four years, the county has significantly boosted its severe weather shelter beds and safe parking spots, with additional modest increases to respite care and domestic violence shelter options. Transitional housing options are still limited to families with children but capacity has increased.

Facilities Targeted to Homeless Persons

	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)	54		299	103	
Households with Only Adults		236		161	85
Chronically Homeless Households					
Veterans				95	
Unaccompanied Youth					

Table 36 - Facilities Targeted to Homeless Persons

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

Existing resources in Jefferson County are available throughout the service area to meet a wide range of needs. The County, as well as non-profits and faith-based organizations, provide these services to residents and can include emergency rent, utility, or mortgage payments; vehicle repair; food; mental health care; single bus ride passes; and childcare. For example:

- Homeless Navigator Collaborative - A county-wide homeless navigation model launched in 2020, comprised of six municipal and county-based housing navigators who work directly with persons experiencing homelessness or at imminent risk of homelessness.
- The Action Center, located in the City of Lakewood, serves most of Jefferson County and offers services including food, clothing, and rental, mortgage, and utility assistance. (Over 7,000 households are served by the center each year).⁷
- Jefferson Center is a non-profit, community-focused mental health care and substance use services provider. (In 2023, the Jefferson Center provided treatment and education to almost 30,000 people).⁸
- EChO is a faith-based organization serving Evergreen residents who are facing personal or economic adversity by assisting with short-term crisis situations and providing long-term support services as well as information and referral services.
- Family Tree is a non-profit human service agency that provides services to end child abuse, domestic violence, and homelessness such as community-based education, crisis intervention, case management, legal advocacy, and homeless prevention. The non-profit also administers a range of programs to help stabilize individuals and families.
- Mission Arvada is a faith-based organization serving Arvada (and surrounding communities) by operating a day shelter, food bank, providing housing navigation services, and in the 2024-2025 winter season will serve as overnight shelter for Severe Weather events.
- Recovery Works operates in Lakewood as a day shelter and navigation center along with other services with a mission of providing access to resources, community and recovery to unhoused neighbors.
- Eviction prevention and housing stability resources are provided by the Human Services Department and community partners.
- Housing Stability and Eviction Prevention resources are delivered by a strong network of partners, including Brother's Redevelopment, Community Faith in Action, Evergreen Christian Outreach, Family Tree, Foothills Regional Housing, Jewish Family Service, Mountain Resource Center, and the Salvation Army Connection Center.⁹

⁷ <https://theactioncenter.org/who-we-are/>

⁸ <https://www.jcmh.org/about-us/>

⁹ <https://www.jeffco.us/2679/Housing-Assistance-Resources>

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.

As of December 2024, the county still has no permanent, low-barrier shelter options for the general population experiencing homelessness. However, a navigation center (which will offer shelter beds) has been approved in Lakewood. In addition, there are discussions of siting a second navigation center in Arvada. Over the past four years, the county has significantly boosted its severe weather shelter beds and safe parking spots, with additional modest increases to respite care and domestic violence shelter options. Transitional housing options are still limited to families with children but capacity has increased.

Also see response to previous question for additional discussion of facilities and services that meet the needs of people experiencing homelessness.

MA-35 Special Needs Facilities and Services - 91.410, 91.210(d)

Introduction

This section complements earlier sections that discuss special needs populations in the Consortium by discussing activities that serve these residents.

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

NA-45 contains estimates of the number of special needs residents in Jefferson County. These residents' supportive housing needs are varied but most include affordable housing, mental health support and counseling, job training and employment. While there are a wide range of community resources, services, and programs available to meet the unique needs of individuals and households in the Consortium, the needs far exceed resource availability. Insufficient resources to meet current needs is primarily the result of limited funds available, staffing and agency capacity, and eligibility requirements that create (or exacerbate) barriers to supportive housing and services.

The 2023 Community Needs Assessment (CNA)—which focuses specifically on housing and human services—highlighted an acute unmet need for additional emergency rent assistance, food security services, utility assistance, and eviction prevention. The CNA also identified systems challenges, largely driven by the size and complexity of navigating the housing and human services system, that can create or exacerbate barriers to stability and self-sufficiency for residents in poverty. Findings from the resident survey conducted to inform the CNA also demonstrated a need to improve residents' awareness of available community resources.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

The county has not had any formal programs to assist residents released from mental or physical health institutions or from the criminal justice system in the past. Stakeholders have identified a need for housing communities offering supportive services for these resident groups and the County continues to work with its partners to increase access and availability of permanent supportive housing options.

Permanent supportive housing, or PSH, is a housing model and intervention that combines rental assistance with voluntary support services to address the needs of individuals who often face the most complex challenges to live with stability, autonomy and dignity. There are 222 existing PSH units in the county, with another 85 PSH units in the pipeline (in Arvada). However, the Jefferson County HNA identified an immediate need for another 282 PSH units plus 20 additional units needed annually.

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 Jefferson County 15-Year Housing Strategy includes a strategy to “Improve program and service delivery for vulnerable households and residents with special needs.” Though the County does not anticipate accomplishing all objectives during the next year, it has identified the following action items to support this strategy:

- Improve program and service capacity through funding and staff support:
 - Expand funding for emergency rent assistance, food insecurity, utility assistance, eviction prevention, economic development, and other programs as needed. (Contingent on available funds).
 - Increase agency and provider capacity to improve resource navigation and case management services.
- Improve community access and awareness of available programs and services:
 - Continue to improve outreach and awareness of existing housing and human service programs through affirmative marketing and culturally inclusive communications.
 - Evaluate eligibility requirements for County programs and services from an equity and crisis prevention lens—including for preconditions that may present barriers to accessing housing programs and services.
 - Continue to work across sectors and departments to integrate service delivery and intervention—especially in areas of health, mental health, and housing

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))

See above.

MA-40 Barriers to Affordable Housing - 91.410, 91.210(e)

Describe any negative effects of public policies on affordable housing and residential investment

Over 100 stakeholders—industry experts in housing or human services—responded to a tailored survey on housing issues, priorities, including an assessment of barriers to affordable housing and residential investment:

- Stakeholders are most concerned that rents are outpacing incomes and increasing resident cost burden; the lack of affordable housing is contributing to rising rates of homelessness; and the rising cost of housing is widening economic gaps between “haves” and “have nots.”
- Most stakeholders feel that the top barriers to addressing housing needs are public resistance toward new development (71%), lack of funds to address needs (70%), limited capacity of affordable housing providers (61%), limited willingness to make bold changes (60%), and high cost of new construction (58%).
- Stakeholders prioritized three outcomes for the investment of housing funds in Jefferson County including: housing with supportive services for homeless persons (66%), larger supply of affordable rental housing (65%), and rental assistance for people at risk of homelessness (43%).

The barriers identified above include a host of market-driven challenges. Negative effects of *public policies* identified by stakeholders included land use and zoning barriers as well as limited funding, and lack of political will. The County’s 15-Year Housing Strategy proposes solutions to address these barriers, including a host of zoning recommendations and funding sources for affordable development.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

This section provides an overview of the economic and community development climates in the Consortium study area.

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	2,829	954	1.0%	0.4%	-0.6%
Arts, Entertainment, Accommodations	27,515	23,326	9.8%	9.9%	0.1%
Construction	18,501	17,344	6.6%	7.4%	0.8%
Education and Health Care Services	54,199	47,382	19.3%	20.2%	0.8%
Finance, Insurance, and Real Estate	19,639	10,876	7.0%	4.6%	-2.4%
Information	10,049	4,704	3.6%	2.0%	-1.6%
Manufacturing	17,478	22,536	6.2%	9.6%	3.4%
Other Services	8,546	7,337	3.0%	3.1%	0.1%
Professional, Scientific, Management Services	42,402	31,789	15.1%	13.5%	-1.6%
Administration and Support, Waste Management	15,118	12,353	5.4%	5.3%	-0.1%
Public Administration	16,228	16,751	5.8%	7.1%	1.3%
Retail Trade	24,356	27,357	8.7%	11.6%	3.0%
Transportation and Warehousing	10,129	3,863	3.6%	1.6%	-2.0%
Wholesale Trade	13,223	8,276	4.7%	3.5%	-1.2%
Total	280,212	234,848	100.0%	100.0%	0.0%

Table 37 - Business Activity

Data 2023 5-year (Workers), 2022 Longitudinal Employer-Household Dynamics (Jobs)

Source:

Labor Force

Total Population in the Civilian Labor Force	335,325
Civilian Employed Population 16 years and over	322,338
Unemployment Rate	3.87%
Unemployment Rate for Ages 16-24	7.43%
Unemployment Rate for Ages 25-65	3.44%

Table 38 - Labor Force

Data Source: 2023 5-year ACS

Occupations by Sector	Number of People
Management, business and financial	76,599
Farming, fisheries and forestry occupations	1,000

Occupations by Sector	Number of People
Service	43,960
Sales and office	63,247
Construction, extraction, maintenance and repair	21,207
Production, transportation and material moving	23,703

Table 39 – Occupations by Sector

Data Source: 2023 5-year ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	144,482	59%
30-59 Minutes	86,459	35%
60 or More Minutes	15,743	6%
Total	246,684	100%

Table 40 - Travel Time

Data Source: 2023 5-year ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	8,946	742	5,165
High school graduate (includes equivalency)	41,757	2,300	12,617
Some college or Associate's degree	64,458	3,141	14,299
Bachelor's degree or higher	150,668	3,274	18,219

Table 41 - Educational Attainment by Employment Status

Data Source: 2023 5-year ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	540	928	1,092	2,361	1,558
9th to 12th grade, no diploma	4,361	2,511	2,809	5,152	2,909
High school graduate, GED, or alternative	14,213	15,167	13,252	28,255	22,446
Some college, no degree	14,678	15,320	13,099	28,685	22,322
Associate's degree	2,177	5,599	6,903	12,441	7,504
Bachelor's degree	6,972	34,344	31,071	46,872	24,729
Graduate or professional degree	487	14,449	17,733	27,872	19,614

Table 42 - Educational Attainment by Age

Data Source: 2023 5-yr ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	\$38,683
High school graduate (includes equivalency)	\$46,731
Some college or Associate's degree	\$53,369
Bachelor's degree	\$78,413
Graduate or professional degree	\$92,171

Table 43 – Median Earnings in the Past 12 Months

Data Source: 2023 5-yr ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The Business Activity tables above show that the employment sectors within the jurisdiction that employ the most workers are education and health care (20% of workers), professional and scientific (13% of workers), and the retail trade (12% of workers). Outside of these three employment sectors the jurisdictions workforce is rather diverse.

Additionally, according to an analysis conducted by the Jefferson County Economic Development Corporation (EDC), the largest primary employers in the county include: Lockheed Martin, Ball Corporation, National Renewable Energy Lab, Lutheran Medical Center, Molson Coors Beverage Company, St. Anthony Hospital, Terumo BCT, Inc., FirstBank Holding Co. of Colorado, Coorstek, and Trimble, Inc.

Describe the workforce and infrastructure needs of the business community:

Generally, basic needs of the business community are being met in terms of utilities, telecommunications, and real estate. Residents and stakeholders expressed need for improved

transportation—including public transit as well as bike/pedestrian infrastructure (e.g., sidewalks)—though this need was generalized and not specific to the needs of the business community.

There is a significant need to increase the supply of workforce housing and to increase homeownership opportunities that are affordable to workers. Employers are concerned about attracting and retaining employees due to high housing costs. According to stakeholders who participated in the survey conducted for the Jeffco Housing Strategy, 61% are concerned that the housing supply is not keeping pace with demographic and economic growth and 84% are concerned that rents are outpacing incomes. Stakeholders also reported challenges for employers with 43% reporting that they are concerned that the rising cost of housing makes it difficult for employers to attract and retain workers. Similarly, residents who participated in the Jefferson County and Municipalities Housing Opinion Survey indicated a need for the County to increase workforce housing with 35% reporting that they would like to see Jefferson County and municipalities implement local housing policies that increase housing for essential workers.

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.

The Strategic Plan for Jeffco includes an outcome area of focus to “operate as an employer of choice.” In addition, the Jeffco Economic Development Corporation (EDC) is an “advocate for the county’s business community and is “dedicated to building economic prosperity.” The County has a very high investor retention rate and has continued to increase capital investment and job creation in recent years. Business success along with continued strong in-migration in Colorado will continue to create high demand for both business service and housing in the Consortium. Residential development has not kept pace with economic development in recent years and if that trend continues, housing prices will continue to accelerate and workforce affordability will continue to erode.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The skills and education needed by the city's prominent employers align fairly well with the educational attainment of residents in the city. According to the above data 51 percent of County residents 25 and older have a bachelor's or graduate degree and another 26 percent have an associate's degree or some college. About 23 percent have a high school degree or less education, which limits their employment industries to low skill positions.

The business community in Jefferson County has expressed more concern about attraction and retention of workers due to high housing costs than concerns regarding skills and qualifications of the workforce.

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.

The Jefferson County Business and Workforce Center offers a range of workforce services and job training initiatives to connect residents to employers and help advance economic and job opportunities for households. Their resources for job seekers include career and skills assessments, career counseling, on-the-job training, GED courses, and job fairs. Resources for businesses include enhanced recruitment and training efforts, support during layoffs, Upskill Training Grants, and employee recruitment.

Red Rocks Community College (RRCC) supports these efforts by offering 300 programs and 650 courses for individuals seeking a two-year degree or professional certificate and by administering workforce development programs. The County is also home to Colorado School of Mines, Colorado Christian University, and Rocky Mountain College of Art and Design.

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.

N/A; Jefferson County does not participate in a Comprehensive Economic Development Strategy (CEDS) through the U.S. Economic Development Administration. However, the county is involved in numerous regional organizations whose collective missions support a comprehensive strategy to ensure the economic well-being of metro Denver's business community, residents and environment.

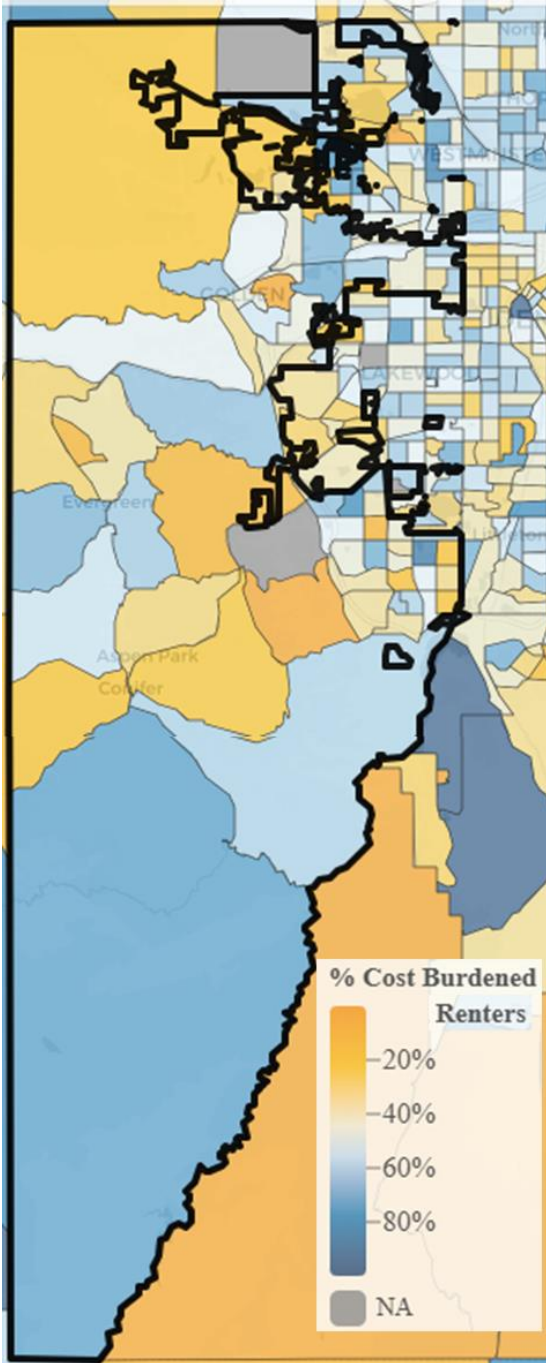
Specifically, Consortium involvement with the Metro Denver Economic Development Corporation, Jefferson County Economic Development Corporation, West Metro Chamber, Colorado Metro Mayors Caucus, Denver Regional Council of Governments, as well as locally based organizations is built around a strategic approach to economic development in the community.

MA-50 Needs and Market Analysis Discussion

**Are there areas where households with multiple housing problems are concentrated?
(include a definition of "concentration")**

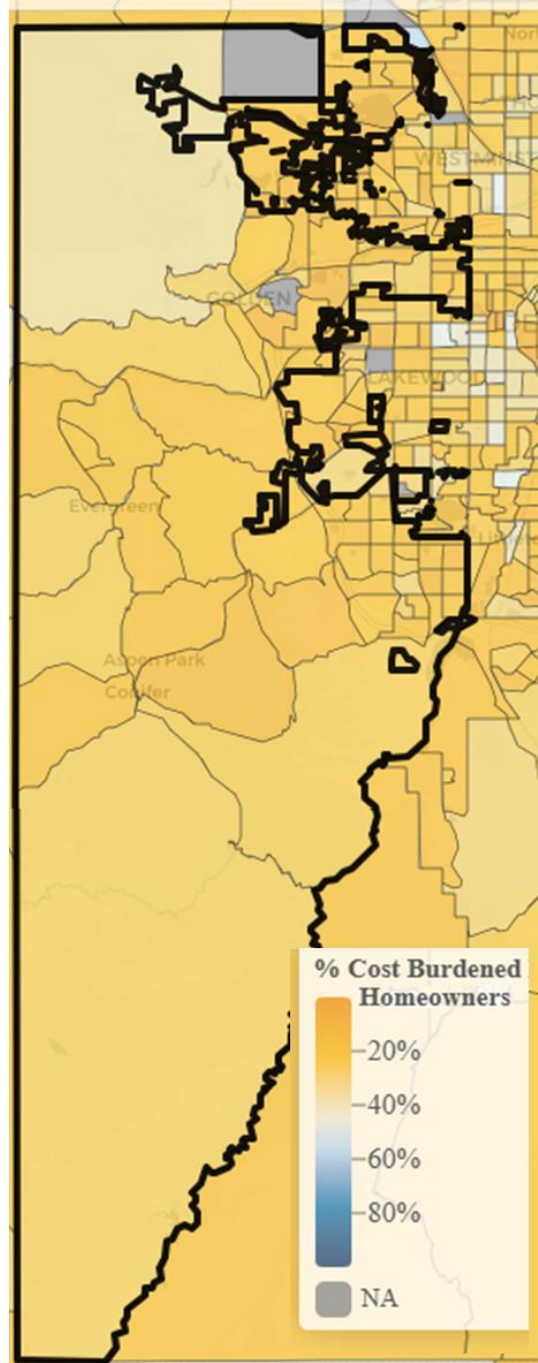
As shown in the map on the following page (from HUD's Demography Dashboard), the neighborhoods with the highest proportions of renters with cost burden (darkest blue shading) in Jefferson County are located along the eastern edge of Arvada, in Central Arvada, in north-central Lakewood, and just south of Lakewood. As discussed in the Needs Assessment section, cost burden is by far, the most common housing problem in Consortium.

Cost Burdened Renters by Tract



Source: HUD Demography Dashboard.

Cost Burdened Owners by Tract



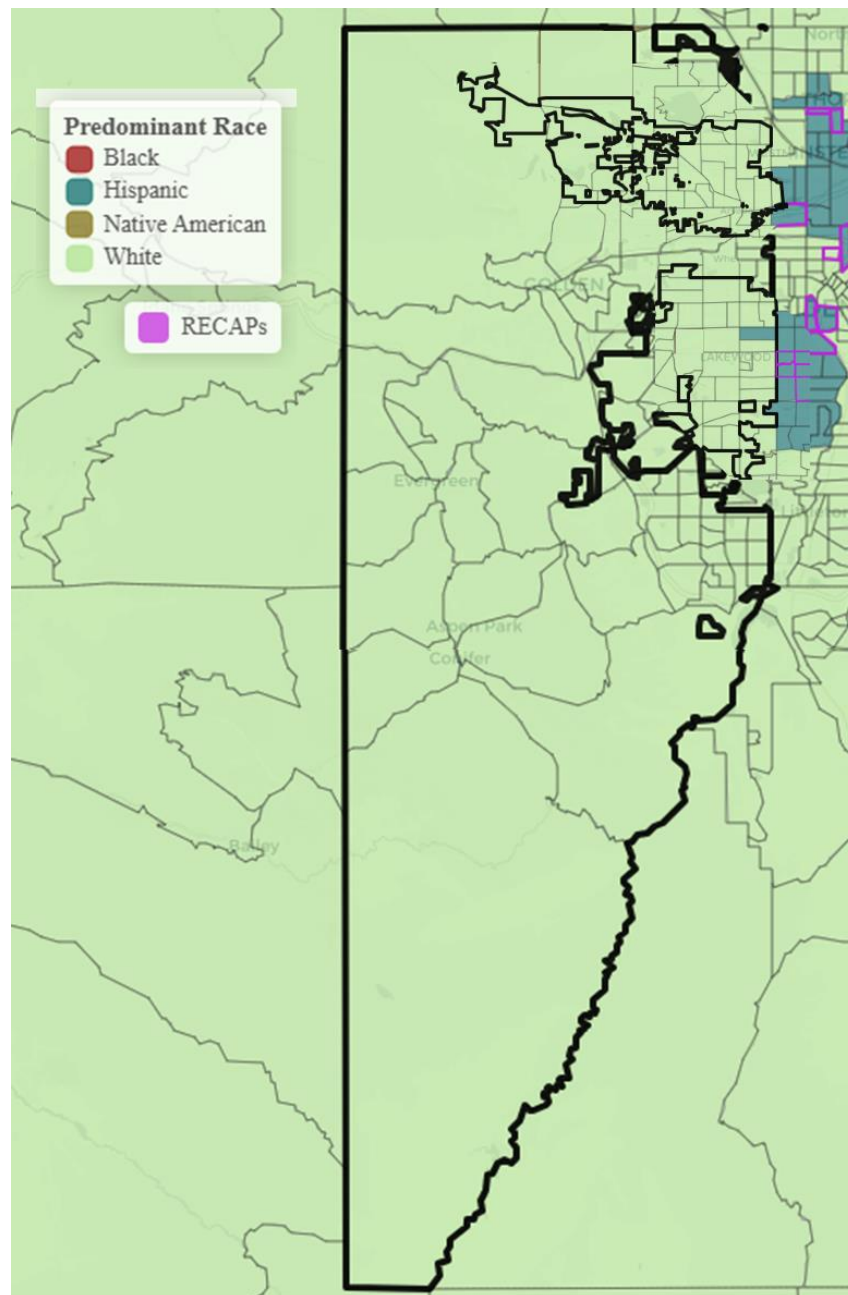
Source: HUD Demography Dashboard.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration").

The following analysis uses predominant race as the definition of racial/ethnic concentration (more than half the population in a Census tract belonging to a specific racial/ethnic minority group) and a poverty rate three times the metro average as the definition of low income concentration. This definition is derived from HUD's prescribed methodology for Racially/Ethnically Concentrated Areas of Poverty (RECAPs), which Census tracts where a majority of residents belong to a racial group other than non-Hispanic White and poverty is more than three times the regional average.

Predominant Race by Census Tract

Source:
HUD Socio-Demographic Data
Dashboard.



There are no RECAPs in Consortium, but there is one tract in which Hispanic residents comprise a majority—located along the eastern boarder of the City of Lakewood in the North Alameda neighborhood.

What are the characteristics of the market in these areas/neighborhoods?

The tract in Lakewood with a Hispanic majority-like much of north and northeast Lakewood—has older homes, built predominantly before 1960 and/or between 1960 and 1980. Since residents of this neighborhood are likely living in older housing units they have an increased risk of lead exposure, and/or are more likely to be living in poor housing conditions. Even so, home prices in these neighborhoods are moderate (as opposed to low) with the average price in the neighborhood in the mid-\$500,000s (based on 2022 data).

Are there any community assets in these areas/neighborhoods?

Yes, these market areas contain many assets and opportunities, which are likely to sustain revitalization of the areas. The former site of St. Anthony hospital along Colfax Avenue has redeveloped into a mix of residential and commercial property. A light rail line is located within these target areas; the land around the light rail stops is developing into mixed-use, mixed-income housing. The 40 West Arts District has spurred economic development, neighborhood revitalization and community partnerships within north east Lakewood. The highly successful Belmar redevelopment along Alameda Avenue has been a major catalyst for improvements within the target areas surrounding Belmar.

Are there other strategic opportunities in any of these areas?

Please see above.

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.

According to 2023 American Community Survey (ACS) 1 year estimates, only 3% of households (or 8,097 households) in Jefferson County do not have access to internet in their home. The share of low income households (<\$20,000/year) without internet access is significantly higher at 29% (4,474 households without internet), followed by households earning between \$20,000 and \$34,999 per year at 17% (2,881 households without internet). The lack of broadband access decline as household incomes increase with only 2% of those earning above \$75,000/year lacking internet access in their home. Additionally, 89% of households have broadband wiring such as cable, fiber optic, or DSL in their home and 95% have a cellular data plan. Only 5% (11,968 households) have satellite internet service and 2% (5,506 households) have internet access in their home without an internet subscription.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

According to data from the FCC, Jefferson County is served by 33 broadband providers; though not every provider serves every address in the County. Unincorporated, rural/mountainous areas of Jeffco have the most limited competition, though the introduction of satellite carriers has increased competition in these areas. Arvada has 23 different providers and Lakewood has 21 providers.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The primary natural hazard facing Jefferson County and its communities is wildfire risk. The County has recently adopted two planning documents that address that risk and preparations:

- The Community Wildfire Protection Plan (CWPP), adopted by the Jefferson County Board of County Commissioners on October 29, 2024; and
- The Comprehensive Emergency Management Plan's Evacuation Annex (EA), =adopted by the Jefferson County Board of County Commissioners hearing on November 12, 2024.

The scope of both the CWPP and the EA covers all of unincorporated and incorporated Jefferson County, including all jurisdictions and special districts.

As discussed in the CWPP, “Jefferson County, Colorado is one of the highest risk counties in Colorado for wildfire risk and impacts. Not only will fires impact residents through evacuation disruption and property loss but wildfires in this area can have severe effects on air quality in the Denver metro area, watershed health and access to clean drinking water, recreation, and local business interruption.”

The CWPP discussed wildfire risk and mitigation in detail, including recommendations for hardening homes and other structures as well as mitigation efforts. The Evacuation Annex is intended to be used as overarching guidance for the development of, in support of, or to supplement information needed in the evacuation plans prepared and maintained by local jurisdictions within Jefferson County.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

The following map, from the CWPP, overlays relative wildfire risk to homes with high socioeconomic vulnerability or inequity. The highest risk areas are not perfectly correlated with the most vulnerable households; though there are some high-risk areas with high socio-economic vulnerability (i.e., low income populations) in west central Jeffco.

Wildfire Risk and Socioeconomic Vulnerability

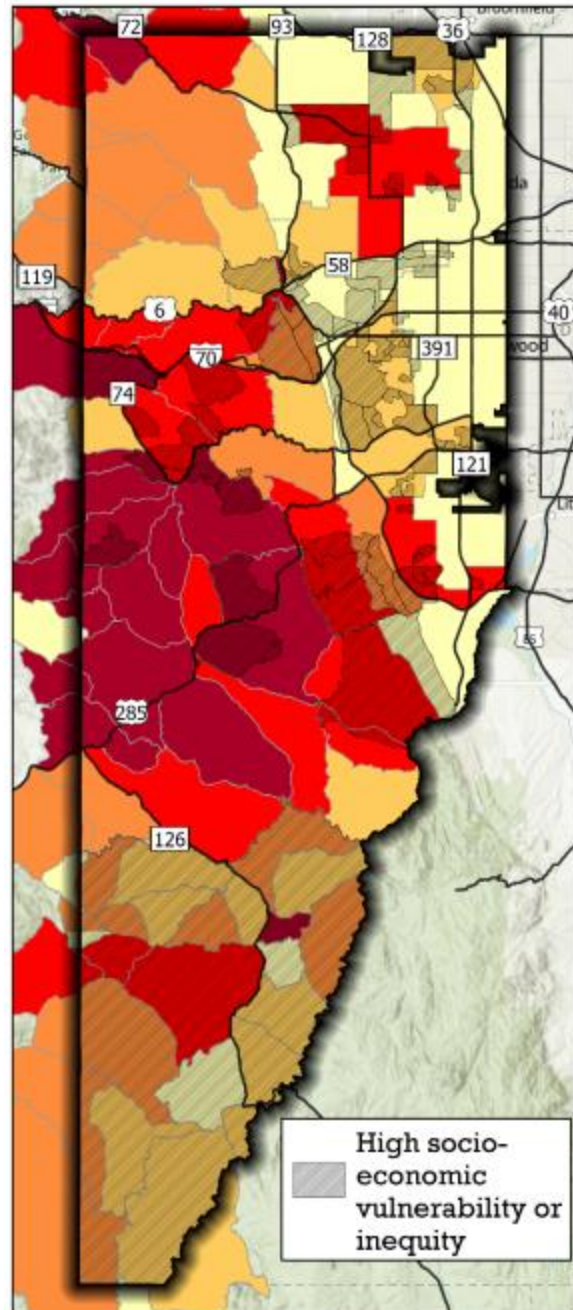
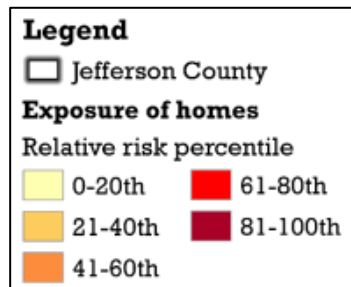
Note:

Relative risk to homes in each Regional Action Area is a weighted average of several metrics of home exposure from the 2022 CO_WRA by the CO State Forest Service and Additional analyses by the Ember Alliance.

Census Block Groups with high social vulnerability are those with >80 percentile socioeconomic vulnerability or inequity to wildfire. Socioeconomic vulnerability reflects a combined metric of poverty, income, unemployment, and educational attainment.

Source:

Jeffco 2024 CWPP; analysis by Colorado State Forest Service and Ember Alliance.



Jefferson County Strategic Plan

SP-05 Overview

Strategic Plan Overview

This section provides Jefferson County's five year strategic plan for housing and community development during the planning period including the priority needs and goals for the allocation of CDBG and HOME funds during the 2025-2029 planning period.

The priority needs were identified from the Needs Assessment, Market Analysis, and from the resident and stakeholder engagement activities that were conducted to inform the Consortium's Consolidated Plan. These priorities include: 1) Housing Navigation and Supportive Services; 2) Affordable Rental Housing; 3) Affordable Homeownership; and 4) Public Facility Improvements.

The five year goals for the allocation of the Jefferson County Consortium's CDBG and HOME funds will focus on continuing the programs and services that have been successful in meeting needs and that are still in demand; increasing the supply of affordable rental and ownership housing; providing access to critical services to support housing stability; and constructing or improving public facilities to benefit low and moderate income households.

These goals include:

- Provide Housing Navigation and Supportive Services;
- Construct and Rehabilitate Affordable Rental Housing;
- Provide Affordable Homeownership Opportunities;
- Construct and Revitalize Public Facilities;
- CDBG and HOME Planning and Administration.

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

Jefferson County's Consolidated Plan goals, priorities, and funds are structured to serve jurisdictions in the Urban County and in the Cities of Lakewood and Arvada. Jefferson County CDBG funds are used to serve and benefit residents in the Urban County which includes the Cities of Edgewater, Golden, and Wheat Ridge; the Towns of Lakeside and Morrison; and Unincorporated Jefferson County. However, the County may also use CDBG funds in the Cities of Lakewood and/or Arvada if those cities are also contributing CDBG or other funding. The County's HOME funds are used to serve low and moderate income residents living in jurisdictions in the Urban County and in the Cities of Arvada and Lakewood.

General Allocation Priorities

Describe the basis for allocating investments geographically within the state

The geographic distribution of CDBG and HOME funds will be determined by the projects, programs, activities, and developments funded. All funds will be utilized for low to moderate income households within the Urban County and the Cities of Arvada and Lakewood.

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

1	Priority Need Name	Housing Navigation and Supportive Services
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Families with Children Public Housing Residents Elderly/Frail Elderly Homeless Persons at-risk of Homelessness Persons with Disabilities Persons with Alcohol or Other Addictions Persons with a Mental Illness Persons with HIV/AIDS Survivors of Domestic Violence Veterans Unaccompanied Youth
	Geographic Areas Affected	Jurisdictions in the Urban County, City of Arvada, and the City of Lakewood
	Associated Goals	Provide Housing Navigation and Supportive Services
	Description	Ensure low income households, special needs populations, and residents at-risk of homelessness have access to housing navigation and supportive services.
	Basis for Relative Priority	Housing navigation and supportive services are needed to ensure low income households and special needs populations remain stably housed.
2	Priority Need Name	Affordable Rental Housing
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income
	Geographic Areas Affected	Jurisdictions in the Urban County, City of Arvada, and the City of Lakewood
	Associated Goals	Construct and Rehabilitate Affordable Rental Housing

	Description	Provide affordable rental housing opportunities for low and moderate income households through new construction and through rehabilitation activities.
	Basis for Relative Priority	Affordable rental housing is needed across Jefferson County and at all ends of the housing spectrum.
3	Priority Need Name	Affordable Homeownership
	Priority Level	High
	Population	Low Income Moderate Income
	Geographic Areas Affected	Jurisdictions in the Urban County, City of Arvada, and City of Lakewood
	Associated Goals	Provide Affordable Homeownership Opportunities
	Description	Provide opportunities for low and moderate income households in Jefferson County to transition to affordable homeownership.
	Basis for Relative Priority	Affordable homeownership opportunities are needed across Jefferson County to ensure long-term community and economic vitality.
4	Priority Need Name	Public Facility Improvements
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Families with Children Elderly/Frail Elderly Homeless Persons at-risk of Homelessness Persons with Disabilities Persons with Alcohol or Other Addictions Persons with a Mental Illness Persons with HIV/AIDS Survivors of Domestic Violence Veterans Unaccompanied Youth
	Geographic Areas Affected	Jurisdictions in the Urban County, City of Arvada, and City of Lakewood
	Associated Goals	Construct and Revitalize Public Facilities

	Description	Construct and revitalize public facilities, prioritizing public facilities that meet the needs of low to moderate income households and public facilities that serve special needs populations.
	Basis for Relative Priority	There is a documented need to better serve low to moderate income households and special needs populations through public facilities and public services.

Table 44 – Priority Needs Summary

SP-30 Influence of Market Conditions - 91.415, 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)	Continued rising rents, high demand for Housing Choice Vouchers, gap of 13,646 rental units to meet need for renters earning less than 50%AMI
TBRA for Non-Homeless Special Needs	Continued rising rents, high demand for Housing Choice Vouchers, gap of 13,646 rental units to meet need for renters earning less than 50%AMI
New Unit Production	Continued rising rental and homeownership prices.
Rehabilitation	Stagnant incomes of owners who are low income; aging population living on fixed income, presence of special needs populations.
Acquisition, including preservation	Continued rising rental and homeownership prices.

Table 45 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

This section of the Consortium's Consolidated Plan outlines the resources Jefferson County expects to receive and explains how federal funds will leverage additional local and state resources. If similar to previous funding levels, the Consortium anticipates an annual allocation of around \$1,100,000 in CDBG dollars per program year; and around \$1,000,000 in HOME dollars per program year.

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	\$1,099,429	\$60,000	\$0	\$1,159,429	\$4,397,716	Expected amount available accounts for annual allocation at volumes similar to year 1 for remaining years.
HOME	public-federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$985,679	\$300	\$0	\$985,979	\$3,942,716	Expected amount available accounts for annual allocation at volumes similar to year 1 for remaining years.

Table 46 - 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

The HOME Program requires matching funds. The county will utilize the following sources to meet match obligations: Cash from non-federal sources, value of waived taxes and fees, value of land or real property, costs of infrastructure improvements associated with HOME projects, proceeds of housing bonds and value of donated materials and/or labor. Jefferson County Community Development utilizes a match form and log for reporting and tracking of the matching funds. Projects are typically leveraging a large amount of matching funds and identifying match dollars has not been an issue.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Jefferson County does not currently propose to use any publicly owned land to address the priority needs identified in the Consolidated Plan. However, the jurisdiction remains open to this as a strategy to increase affordable housing and supportive housing opportunities.

SP-40 Institutional Delivery Structure - 91.415, 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
Jefferson County Community Development	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Public Housing Rental neighborhood improvements public facilities public services	Jurisdiction

Table 47 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The primary strength of the County's institutional delivery system is strong collaboration among the County's housing and service providers and stakeholders. Another strength is the diverse services and programming offered by the County to support low income households and special needs populations. However, the primary gaps noted by both residents and stakeholders were underfunded programming and lack of awareness among residents of programs and services available to them.

When asked to share their experience accessing resources in Jefferson County, residents identified the resources what were unavailable to them in the community including: less expensive housing, financial help to move into a different home, down payment assistance to buy a home, help with car repair, homeownership counseling, free or low cost activities for children, resources to learn to be more financially stable, and help paying for childcare. Residents also identified the resources that are available in the community but are difficult to access which included resources for mental health care, resources for health care, legal help/resources, and information about programs or services.

Additionally, there is a lack of facilities serving Jefferson County's population of homeless single adults. (Currently, the only shelters available in Jefferson County are targeted to family households. There are no options for single adults experiencing homelessness in the county.) Other gaps identified by County staff, stakeholders, and housing and service providers is the lack of resources to meet the demand for services and programming.

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		
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X		
Mobile Clinics	X		
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X		
Child Care	X		
Education	X		
Employment and Employment Training	X		
Healthcare	X	X	
HIV/AIDS			
Life Skills	X		
Mental Health Counseling	X	X	
Transportation	X		
Other			
Other			

Table 48 - 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 County's service delivery system meets the needs of special needs populations and persons experiencing homelessness through a range of services, initiatives, and partnerships. These include but are not limited to:

- The Action Center provides services including free food and clothing, essential items to meet immediate needs, financial assistance to manage housing payments, and family services to support household stability. Additional resources available at The Action Center include those offered by Everyday Eats, Colorado Pet Pantry, STRIDE, and SNAP-Ed.
- Evergreen Christian Outreach (EChO) provides comprehensive support services to persons experiencing homelessness and/or personal or economic challenges including emergency

assistance, long-term supportive services, information referral and resources (mental health and substance use treatment), energy/heat assistance, rent and mortgage assistance, and food assistance. EChO also operates an overnight shelter between October and April and provides access to services offered by on-site community partners included Jefferson County Services, Volunteers of America, Benefits in Action, and The Action Center.

- The Mountain Resource Center serves veterans and their families by providing the necessary resources to support housing stability and day-to-day life including employment resources, emergency financial assistance, and community events to connect veterans with the community. The Center also runs the Veterans Services Program.
- Family Tree provides services to prevent and end child abuse, domestic violence, and homelessness; and establishes partnerships to promote safety, healing, and stability. The non-profit is the only provider of emergency or transitional housing for survivors of domestic violence in Jefferson County.
- Jefferson Center for Mental Health (JCMH) promotes mental health and provides high quality mental health services to persons with behavioral health challenges and/or serious mental illnesses.
- STRIDE provides services to support low income individuals and families to become economically self-sufficient. The organization also provides services at Lakewood's Navigation Center on Thursdays during the center's drop-in hours.
- Jefferson Center is a non-profit, community-focused mental health care and substance use services provider.
- Jeffco Prosperity Partners (JPP) is a community organization comprised of over 60 partners including government, schools, faith groups, nonprofits, foundations, and businesses (among others) to support and assist families in exiting poverty.
- Brothers Redevelopment Inc. provides affordable and accessible housing for low income, elderly, and disabled residents. In Jefferson County, Brothers Redevelopment provides services including affordable housing development and provision and emergency home repairs.
- Blue Spruce Habitat for Humanity serves the mountain areas of western Jefferson County, Clear Creek County and parts of Park County up to Kenosha Pass by providing affordable homeownership and home repair programs.
- Habitat for Humanity of Metro Denver serves eastern Jefferson County (along with other metro counties) with affordable homeownership opportunities and services.
- Mission Arvada is a faith-based organization serving Arvada (and surrounding communities) by operating a day shelter, food bank, providing housing navigation services, and in the 2024-2025 winter season will serve as overnight shelter for Severe Weather events.
- Recovery Works operates in Lakewood as a day shelter and navigation center along with other services with a mission of providing access to resources, community and recovery to unhoused neighbors.

- Eviction prevention and housing stability resources are provided by the Human Services Department and community partners.

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 greatest strength of the service delivery system in the Consortium is a strong network of partners—including service providers, housing non-profits, public housing authorities (PHAs), and municipalities, as well as private and economic development entities. These key partners are strategic, collaborative, and

While there are a wide range of community resources, services, and programs available to meet the unique needs of individuals and households in Jefferson County, the needs far exceed resource availability. Insufficient resources to meet current needs is primarily the result of limited funds available to the County, staffing and agency capacity, and eligibility requirements that create (or exacerbate) barriers to supportive housing and services.

Challenges related to limited service availability and insufficient funds for resources are exacerbated when vulnerable households cannot access the services and resources they need. These barriers represent a range of programmatic challenges including but not limited to documentation requirements, eligibility criteria, and a lack of awareness on the services and resources available to residents.

Community engagement also identified systems challenges driven by the size and complexity of navigating the housing and human services system, that can create or exacerbate barriers to stability and self-sufficiency for residents in poverty. These challenges include:

- Concern that state, county, and program partner staff are overwhelmed or programs are understaffed;
- Need for consistent, responsive, services including supportive housing and case management/system navigation;
- Need for clear, up to date information about resources;
- Need for access to benefits staff by phone and in person (not just online) and workforce services opportunities delivered in-person at locations throughout the county.

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

As part of the 15-Year Housing Strategic Plan, the County adopted numerous strategies to improve the institutional structure and increase the capacity of the service delivery system. For example, the County will:

- Create a dedicated, sustainable revenue source to support housing goals and programs.

- Continue to improve outreach and awareness of existing housing and human service programs through affirmative marketing and culturally inclusive communications.
- Evaluate eligibility requirements for County programs and services from an equity and crisis prevention lens—including for preconditions that may present barriers to accessing housing programs and services.
- Increase agency and provider capacity to improve resource navigation and case management services.
- Continue to work across sectors and departments to integrate service delivery and intervention—especially in areas of health, mental health, and housing.

SP-45 Goals - 91.415, 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	Provide Housing Navigation and Supportive Services	2025	2029		Urban County Jurisdictions/Arvada and Lakewood	Supportive Services PSH Affordable Housing	\$833,572 (CDBG) (15% max)	70 LMI residents/ households assisted
2	Construct and Rehabilitate Affordable Rental Housing	2025	2029		Urban County Jurisdictions/Arvada and Lakewood	Affordable Rental Housing PSH	\$1,945,001 (CDBG) + \$2,464,347 (HOME)	235 LMI household unit; 22 LMI residents
3	Provide Affordable Homeownership Opportunities	2025	2029		Urban County Jurisdictions/Arvada and Lakewood	Affordable Homeownership	\$944,715 (CDBG) \$1,971,478 (HOME)	38 LMI household unit
4	Construct and Revitalize Public Infrastructure and Facilities	2025	2029		Urban County Jurisdictions/Arvada and Lakewood	Supportive Services Public Facilities	\$722,428 (CDBG)	95 LMI residents benefit; 1 facilities
5	CDBG Planning and Administration	2025	2029		N/A	All Priority Needs	\$1,111,429 (CDBG) (20% max) + \$492,870 (HOME) (10% max)	N/A

Table 49 – Goals Summary

Goal Descriptions

1	Goal Name	Provide Housing Navigation and Supportive Services
	Goal Description	Support low to moderate income residents, and special needs populations, in attaining permanent housing and remaining stably housed with access to supportive services and housing navigation services.
2	Goal Name	Construct and Rehabilitate Affordable Rental Housing
	Goal Description	Construct, preserve, acquire, and rehabilitate affordable rental housing for low to moderate income households.
3	Goal Name	Provide Affordable Homeownership Opportunities
	Goal Description	Increase homeownership opportunities affordable to low and moderate income households.
4	Goal Name	Construct and Revitalize Public Infrastructure and Public Facilities
	Goal Description	Construct and revitalize public infrastructure and public facilities for the benefit of low and moderate income residents and neighborhoods, including public facilities that serve special needs households.
5	Goal Name	CDBG and HOME Planning and Administration
	Goal Description	Funds to support the planning and administration of CDBG and HOME programs.

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)

Up to 20 per year or up to 95 over the 5-year planning period.

SP-50 Public Housing Accessibility and Involvement - 91.415, 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The PHAs in the Consortium are not under a Section 504 VCA

Activities to Increase Resident Involvement

The Consortium does not have any public housing units; however, the PHAs in the Consortium stay in regular communication with housing choice voucher holders and occupants of PHA owned/operated LIHTC units to ensure they have opportunities for involvement and feedback.

Is the public housing agency designated as troubled under 24 CFR part 902?

No, the PHAs in the Consortium are not designated as troubled.

Plan to remove the 'troubled' designation

N/A

SP-55 Strategic Plan Barriers to Affordable Housing - 91.415, 91.215(h)

Barriers to Affordable Housing

Stakeholders who participated in the survey to inform the County's 2024 Housing Strategy identified the greatest barriers to affordable housing as public resistance toward new development (71%), lack of money/funding (70%), limited willingness to make bold changes (60%), high cost of new construction (58%), and a lack of/limited interest by the private sector to build affordable housing (54%).

The barriers identified above include a host of market-driven challenges. Negative effects of *public policies* identified by stakeholders included land use and zoning barriers as well as limited funding, and lack of political will.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The Consortium continues to prioritize federal resources (CDBG and HOME) to help address affordable housing needs, reduce barriers to fair housing choice, and affirmatively further fair housing. The Jefferson County Consortium has committed to removing barriers to affordable housing by increasing the inventory of affordable rental and for-sale housing; assisting low and moderate income homeowners in making accessibility modifications and home repairs; supporting the purchase and construction of permanent supportive housing for special needs populations; and increasing homeownership opportunities for low to moderate income households.

The County's 15-Year Housing Strategic Plan, for example, identifies the primary barriers to affordable housing production and establishes a set of strategies to remove or lower barriers which include but are not limited to:

- Create a dedicated, sustainable revenue source to support housing goals and programs, specifically allocating General Funds to bolster federal and state housing funds and considering the feasibility and impact of a small sales or property tax increase to support housing projects and programs.
- Implement land use and zoning modifications to create opportunities for more diverse housing product types and naturally affordable housing options.
- Establish incentives to increase the production of affordable (income-restricted) housing developments including process-oriented development incentives, regulatory incentives, and/or financial incentives.

The strategies, action items, and allocation of funds to remove or ameliorate barriers to affordable housing will be considered in line with the County's guiding principles and vision for housing over the next 15 years which include: 1) prioritize identified housing and community needs—considering the urgency and relative size of need; 2) balance high urgency actions with long-term solutions; 3) focus funds where the market does not address or meet needs; and 4) take advantage of opportunities that leverage (and maximize the impact of) existing funds and resources.

SP-60 Homelessness Strategy - 91.415, 91.215(d)

Describe how the jurisdiction's strategic plan goals contribute to:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Jefferson County continues to support homeless outreach efforts by participating in and partnering with the Metro Denver Homeless Initiative (MDHI) which is responsible for conducting the annual Point-in-Time (PIT) count for the Denver Metro including sheltered and unsheltered persons living in Jefferson County. These efforts are supported by the County's partnerships with local jurisdictions and municipalities in the implementation of Homeless Navigator programs including the development of a Navigation Center in the City of Lakewood and a proposal to develop a Navigation Center in Arvada.

Addressing the emergency and transitional housing needs of homeless persons

Jefferson County does not have the emergency shelter or transitional housing units or capacity to meet the current needs of unhoused adults as the only shelters and supportive housing units located in the county are targeted to supporting homeless families and unaccompanied youth. The shortage of these units was identified by Heading Home's Shelter Gaps Analysis and Recommendations Report which played a crucial role in the County's efforts to develop actions and goals that address housing gaps and homeless needs. The County will continue to work with and support Heading Home in the implementation of the recently established goals, strategies, and action items to prevent and end homelessness.

Additionally, the County will address the emergency shelter and transitional housing needs of homeless persons by implementing (and encouraging local jurisdictions to implement) the priorities, actions, and recommendations adopted by the Jefferson County Extreme Weather Blueprint. The Blueprint was developed to address the needs of the homeless population in the county during extreme weather events by establishing a key priorities, focus areas, strategies, and action items.

Over the next year, and during the upcoming planning period, County staff will uphold the Blueprint's five key priorities which include: 1) understand existing severe weather plan operations and purposes; 2) develop an Extreme Weather Plan; 3) identify severe/extreme weather shelter options and resources; 4) identify communications and coordination roles; and 5) identify roles and responsibilities to improve regional coordination among the County, cities, community partners, churches, and other nonprofits. As part of creating the Blueprint, staff and their partners developed a set of recommendations to address the shelter needs of homeless persons.

These recommendations, which Jefferson County will consider and incorporate in the upcoming planning period, include: 1) evaluate and determine lead roles for decision-making; 2) approve a Homeless Resources Decision Package that includes coordinated efforts for weather events in line with key priorities; 3) continue to express support for Navigation Centers to meet objectives for sheltering; 4) support municipal efforts; and 5) support sheltering and housing proposals.

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 Consortium continues to participate in and support the work of Heading Home which recently established a set of guiding principles, strategies and action items, and strategic focus areas for Jefferson County and local municipalities to address, prevent, and end homelessness. Strategies to help homeless persons transition to permanent housing and strategies to facilitate access to affordable units include:

- Develop and maintain real time and quality data within HMIS for all populations, create and maintain lists of community partners actively using HMIS, and identify areas to increase HMIS coverage to allocate resources more efficiently.
- Reduce first-time homelessness and decrease inflow into the homeless response system by creating a predictive model to identify individuals most at-risk of homelessness.
- Coordinate services for homeless persons through health care, behavioral health, and human services to increase access to housing and economic security.
- Explore and expand housing options that meet diverse needs including congregate and non-congregate sheltering, rapid re-housing, permanent supportive housing, affordable housing units, eviction prevention services, and vouchers.

These strategies were incorporated in the County's 2024 Housing Strategy which also established similar goals and strategies including:

- Continue to support the expansion of the Lakewood Navigation Center into a 24/7, year-round shelter with funding and political support.
- Encourage ongoing communication among agencies and providers responsible for implementing regional and local housing plans and initiatives.
- Develop a rubric for evaluating housing and service investments through the lens of homeless prevention and response.
- Invest in the development and operation of housing that serves people exiting homelessness and stabilizes households earning less than 30% AMI. This could include investments in PSH, rapid rehousing programs, and/or transitional housing. The HNA identifies an immediate need for 282 PSH units (with another 100 units needed through 2040). Such units need public support for development but also require operational investments to maintain services

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

Jefferson County uses federal block grant funds to provide prevention activities and services that help low income people and families avoid homelessness including housing counseling services, research and strategy, rent and utility assistance, housing navigation services, and mortgage assistance. Services and activities are administered by community partners including Brothers Redevelopment, Community First Foundation (CFF), Evergreen Christian Outreach, Family Tree, Jeffco Human Services, Jefferson Center, Mountain Resource Center, Action Center, and Salvation Army. Over the next year, and the five-year planning period, the County will continue to fund these services to help low income households avoid homelessness—as funding levels permit.

The County also helps individuals and families identify housing pathways to avoid homelessness through the County's (and through municipal) Homeless Navigator Programs which connect at-risk households to existing housing resources and services and assists in removing barriers to services. The County's Homeless Navigator Program is run by the Human Services Department and serves families with children who are at-risk of homelessness or are currently homeless. Navigation programs also serve homeless adults and households living in Arvada, Lakewood, Golden, Edgewater and Wheat Ridge, and in Westminster.

Additionally, the County identified and adopted a set of strategies and action items help low income persons and families avoid homelessness through the Housing Strategy including:

- Work to secure homeless prevention dollars from federal, state or local sources and invest in upstream efforts.
- Reinstate the eviction prevention program to help stabilize households at risk of homelessness.
- Continue to work across sectors and departments to integrate service delivery and intervention—especially in areas of health, mental health, and housing.
- Expand funding for emergency rent assistance, food insecurity, utility assistance, eviction prevention, economic development, and other programs as needed. (Contingent on available funds).
- Increase agency and provider capacity to improve resource navigation and case management services.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

For residents receiving assistance under the Jefferson County's Housing Rehabilitation program where a lead based paint hazard is present, the county complies with federal regulations when levels are greater than de minimis standards. To determine if a lead based paint hazard is present, houses built before 1978 are tested for the presence of lead by a certified technician. In the event lead based paint is present, the county follows HUD guidelines in conjunction with its program specifications to address the lead issues.

All HOME- and CDBG-funded projects will meet all applicable regulations related to lead-based paint.

How are the actions listed above related to the extent of lead poisoning and hazards?

Much of the housing in the Consortium was built after lead-based paint was commonly used in residential construction. As such, lead-based paint hazard risks are lower than in nearby Denver (which has much older housing stock) and in comparable suburban communities in the eastern U.S. Addressing lead-based paint hazards through the county's rehabilitation programs is efficient and cost-effective given the relatively low risk of hazards.

How are the actions listed above integrated into housing policies and procedures?

Lakewood Housing Authority and Metro West Housing Solutions have integrated lead-hazard evaluation and reduction activities into existing housing programs. Additionally, all Jefferson County Community Development contracts contain a lead-based paint clause.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

Jefferson County Community Development remains committed to efforts that provide housing, community development programs, and supportive services to reduce the number of individuals and families living in poverty. The County does not have a formal anti-poverty program and instead addresses poverty through funds, local housing and service providers, organizations that support at-risk households and special needs groups, and other initiatives that address the root causes of poverty.

Poverty-level families in Jefferson County are also served by the Jeffco Prosperity Partners (JPP) which employs a successful generational anti-poverty model to ensure all children in the county have access to high quality education and to help children reach high school graduation. The Business and Workforce Center partners with JPP and has demonstrated outcomes for helping low income individuals enter employment and training programs to pursue career pathways that lead to self-sufficiency. Partners in this effort include TANF, Housing Authorities, JPP, Child Welfare, Food Assistance/Employment First and businesses throughout Jefferson County.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The Consortium's poverty reducing goals, programs, and policies are coordinated with this affordable housing plan by focusing on economic development and financial stability, self-sufficiency, and increased access to services—all of which form the basis of the County's strategic goals and actions.

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

General Monitoring. Regular and ongoing monitoring occurs with each sub-recipient while the projects are underway and until completion via phone calls, email and various forms of technical assistance. This informal monitoring is a way for staff to assist sub-recipients during the project and allows for the identification of potential issues early in the project providing time to resolve the issues. If issues are not able to be resolved funds are reallocated to other projects addressing needs identified in the Consolidated Plan.

The Jefferson County CDBG Formal Monitoring procedure is to complete annual risk assessment for each sub-recipient and based on the results the monitoring schedule will be developed. The risk assessment considers the sub-recipients performance during the project to date. Each sub-recipient is evaluated on the same criteria to ensure equity. All high-risk sub-recipients receive onsite monitoring. The tool is reevaluated annually.

Formal monitoring includes financial management, procurement practices, labor standards, record keeping practices including client data. Onsite monitoring is scheduled in advance at the convenience of the sub-recipient to ensure the appropriate sub-recipient staff are available during the monitoring. Most project specific financial records are reviewed during draw down requests but may also be reviewed during the monitoring on site depending on the scope of the project.

HOME monitoring conducted in accordance with program rules as dictated by number of units and affordability periods. HQS inspections are completed onsite and rehab standards are also monitored to ensure full compliance.

Program Monitoring. To ensure the Consolidated Plan goals and objectives are met, any proposed projects are reviewed in relation to the Goals and Needs. This includes the National Objective, scope of project, Goals and Needs the proposed project will address, how previous projects with the sub-recipient have been managed, the capacity of the organization to manage the proposed project and whether the Uniform Relocation Act regulations will be applicable and how the agency proposes to address them. The County recognizes that meeting every goal and need identified in the Consolidated Plan will be challenging but every year the objective remains to utilize existing resources to address the needs of the jurisdiction.

Environmental Monitoring. Periodically, HUD conducts an on-site environmental monitoring review of the County's CDBG and HOME programs. The County underwent an environmental monitoring in May 2013. The review included all environmental records for projects occurring during program years 2009 – 2012 and resulted with no findings. The review also included technical assistance which was utilized and

much appreciated. The review substantiated the belief that current processes and procedures are strong and areas that needed refinement were immediately strengthened.

Labor Standards Monitoring. HUD Office of Labor Relations performs periodic reviews of the County's CDBG and HOME projects to ensure compliance with fair labor standards. The County underwent a monitoring review of 2011 projects in April 2012. No findings were issued and technical assistance was used to bolster existing processes and procedures.

Jefferson County Annual Action Plan

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

This section outlines the resources Jefferson County expects to receive during the first year of the 2025-2029 Consolidated Plan cycle. If funding levels are similar to previous years, the Consortium expects to receive approximately \$1,100,000 in CDBG funds and approximately \$1,000,000 in HOME funds for the 2025 program year.

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	\$1,099,429	\$60,000	\$0	\$1,159,429	\$4,397,716	Expected amount available accounts for annual allocation at volumes similar to year 1 for remaining years.
HOME	public-federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$985,679	\$300	\$0	\$985,979	\$3,942,716	Expected amount available accounts for annual allocation at volumes similar to year 1 for remaining years.

Table 50 - 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

The HOME Program requires matching funds. The county will utilize the following sources to meet match obligations: Cash from non-federal sources, value of waived taxes and fees, value of land or real property, costs of infrastructure improvements associated with HOME projects, proceeds of housing bonds and value of donated materials and/or labor. Jefferson County Community Development utilizes a match form and log for reporting and tracking of the matching funds. Projects are typically leveraging a large amount of matching funds and identifying match dollars has not been an issue.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Jefferson County does not currently propose to use any publicly owned land to address the priority needs identified in the Consolidated Plan. However, the jurisdiction remains open to this as a strategy to increase affordable housing and supportive housing opportunities.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide Housing Navigation and Supportive Services	2025	2029	Urban County Jurisdictions/Arvada and Lakewood	Supportive Services PSH Affordable Housing	\$164,914 (CDBG) (15% max)	15 LMI residents/ households assisted
2	Construct and Rehabilitate Affordable Rental Housing	2025	2029	Urban County Jurisdictions/Arvada and Lakewood	Affordable Rental Housing PSH	\$412,630 (CDBG) + \$487,382 (HOME)	50 LMI household unit; 5 LMI residents
3	Provide Affordable Homeownership Opportunities	2025	2029	Urban County Jurisdictions/Arvada and Lakewood	Affordable Homeownership	\$200,000 (CDBG) \$400,000 (HOME)	8 LMI household unit
4	Construct and Revitalize Public Infrastructure and Facilities	2025	2029	Urban County Jurisdictions/Arvada and Lakewood	Supportive Services Public Facilities	\$150,000 (CDBG)	20 LMI residents benefit; 1 facilities
5	CDBG Planning and Administration	2025	2029	N/A	All Priority Needs	\$231,885 (CDBG) (20% max) + \$98,597 (HOME) (10% max)	N/A

Table 51 – Goals Summary

Goal Descriptions

1	Goal Name	Provide Housing Navigation and Supportive Services
	Goal Description	Support low to moderate income residents, and special needs populations, in attaining permanent housing and remaining stably housed with access to supportive services and housing navigation services.
2	Goal Name	Construct and Rehabilitate Affordable Rental Housing
	Goal Description	Construct, preserve, acquire, and rehabilitate affordable rental housing for low to moderate income households.
3	Goal Name	Provide Affordable Homeownership Opportunities
	Goal Description	Increase homeownership opportunities affordable to low and moderate income households.
4	Goal Name	Construct and Revitalize Public Infrastructure and Public Facilities
	Goal Description	Construct and revitalize public infrastructure and public facilities for the benefit of low and moderate income residents and neighborhoods, including public facilities that serve special needs households.
5	Goal Name	CDBG and HOME Planning and Administration
	Goal Description	Funds to support the planning and administration of CDBG and HOME programs.

AP-35 Projects - 91.420, 91.220(d)

Introduction

This section provides the projects and activities that Jefferson County will pursue during the 2025 program year to address the housing and community development needs identified in this plan.

#	Project Name
1	Housing Navigation and Supportive Services
2	Construct and Rehabilitate Affordable Rental Housing
3	Affordable Homeownership Opportunities
4	Construct and Revitalize Public Infrastructure and Facilities
5	CDBG and HOME Planning and Administration

Table 52 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The limited supply of affordable housing in the Consortium continues to challenge families, seniors, employers, and many other residents. Therefore, CDBG and HOME funds will be primarily used to increase and maintain affordable housing and supportive services within the Consortium. Housing providers, developers and service providers agree the biggest barrier to addressing these needs is a severe lack of available funding.

AP-38 Project Summary

Project Summary Information

Project Name	Housing Navigation and Supportive Services	Construct and Rehabilitate Affordable Rental Housing	Affordable Homeownership Opportunities	Construct and Revitalize Public Infrastructure and Public Facilities	CDBG and HOME Planning and Administration
Target Area	All jurisdictions in the Urban County & Consortium	All jurisdictions in the Urban County & Consortium	All jurisdictions in the Urban County & Consortium	All jurisdictions in the Urban County & Consortium	All jurisdictions in the Urban County & Consortium
Goals Supported	Housing Navigation and Supportive Services	Construct and Rehabilitate Affordable Rental Housing	Affordable Homeownership Opportunities	Construct and Revitalize Public Infrastructure and Public Facilities	CDBG and HOME Planning and Administration
Needs Addressed	Supportive Services Affordable Housing	Affordable Rental Housing	Affordable Homeownership	Supportive Services Public Facilities	All Priority Needs
Funding	\$164,914 (CDBG) (15% max)	\$412,630 (CDBG) + \$487,382 (HOME)	\$200,000 (CDBG) \$400,000 (HOME)	\$150,000 (CDBG)	\$231,885 (CDBG) (20% max) + \$98,597 (HOME) (10% max)
Description	Support low to moderate income residents, and special needs populations, in attaining permanent housing and remaining stably housed with access to supportive services and housing navigation services.	Construct, preserve, acquire, and rehabilitate affordable rental housing for low to moderate income households.	Increase homeownership opportunities affordable to low and moderate income households.	Construct and revitalize public infrastructure and public facilities for the benefit of low and moderate income residents and neighborhoods, including public facilities that serve special needs households.	Funds to support the planning and administration of CDBG and HOME programs.

Project Name	Housing Navigation and Supportive Services	Construct and Rehabilitate Affordable Rental Housing	Affordable Homeownership Opportunities	Construct and Revitalize Public Infrastructure and Public Facilities	CDBG and HOME Planning and Administration
Target Date	2025	2025	2025	2025	2025
Estimate the number and type of beneficiaries	15 LMI residents/ households assisted	50 LMI household unit; 5 LMI residents	8 LMI household unit	20 LMI residents benefit	N/A
Location Description	Activities will be planned throughout the Consortium.	Activities will be planned throughout the Consortium.	Activities will be planned throughout the Consortium.	Activities will be planned throughout the Consortium.	N/A
Planned Activities	See description	See description	See description	See description	Administration of HOME & CDBG programs.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The geographic distribution of CDBG and HOME funds will be determined by the developments funded. All funds will be utilized for low to moderate income households within the Urban County and the Cities of Arvada and Lakewood. Please refer to the Geographic Priorities (SP-10) section of the current Consolidated Plan for a description of each geographic area of entitlement.

Geographic Distribution

Target Area	Percentage of Funds
All jurisdictions in the urban county, the City of Lakewood, and the City of Arvada	100

Table 53 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Please see above.

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

The allocation of the 2025 CDBG and HOME dollars will be dedicated primarily to the expansion and preservation of affordable rental and homeowner housing, as well as services that support housing affordability and stability. The tables below highlight one-year goals for number of households supported through affordable housing investments. For all outcomes of CDBG and HOME funds see Goal Outcome Indicators in AP-20.

One Year Goals for the Number of Households to be Supported	
Homeless	TBD
Non-Homeless	TBD
Special-Needs	TBD
Total	63

Table 54 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	
The Production of New Units	
Rehab of Existing Units	
Acquisition of Existing Units	
Total	63

Table 55 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

Three public housing authorities are currently operating within Jefferson County: Foothills Regional Housing, Metro West Housing Solutions (MWHS) of Lakewood and the Arvada Housing Authority of the City of Arvada. None of these entities own public housing units; the "Discussion" section below describes the type of housing that each housing authority has available for the jurisdiction.

Actions planned during the next year to address the needs to public housing

N/A; There are no remaining public housing units. All public housing has been sold by PHAs through the disposition program and funds were redistributed to support other types of affordable housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

N/A.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A; the PHAs in the Consortium are not designated as troubled.

Discussion

Foothills Regional Housing (FRH) serves the entire consortium region with the administration of around 1,500 Housing Choice Vouchers and approximately 25 affordable housing properties. FRH also supports many units through project-based vouchers including units in tax credit properties and specialized senior and family units within new construction projects. Foothills Regional Housing does not maintain a wait list for Housing Choice Vouchers and instead uses a lottery system. The rental market continues to present challenges for voucher holders as there are few vacant units and moderate- and higher income renters are willing to pay more than the allowable voucher payment standards. The application processes FRH uses are all open, public processes and the agency is consistently held to the same requirements as all other grantees.

Metro West Housing Solutions (MWHS) serves as the housing authority for the City of Lakewood. The organization's mission is to be a leader in providing quality housing options and transformative opportunities for people and communities. MWHS does not currently own and operate public housing but instead administers the Housing Choice Voucher program and operates as an affordable housing and service provider throughout the City of Lakewood. MWHS currently owns and operates approximately 18 apartment and senior living communities. MWHS also administers approximately 1,200 Housing Choice Vouchers and the wait list is typically 1,500 - 2,000. MWHS staff report that the tightening of the rental market has reduced the supply of apartments available to voucher holders and forced clients to locate in lower income, more central communities within the city.

The Arvada Housing Authority (AHA) serves as the housing authority for the City of Arvada with the mission of building community through customer-oriented organization that provides safety and protection, essential services, recreational opportunities, fiscal accountability, and by striving for community enrichment and personal growth. The AHA does not own or operate public housing but administers the HCV program, encourages the development of affordable housing in Arvada, and plays a role in the implementation and execution of the strategies identified in the City's 2024 Housing Strategic Plan.

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

This section discusses the activities Jefferson County will conduct during the 2025 program year to address the needs of persons experiencing homelessness and populations with special needs.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

The County will continue to work to reduce and end homelessness in the following ways:

1. Continue participation in Metro Denver Homeless Initiative Board and committees to help to shape metro wide response to homelessness;
2. Support the creation of permanent supportive housing to serve those who are experiencing chronic homelessness;
3. Fund affordable rental housing developments;
4. Support the continued implementation of Homeless Navigators within each municipality and Jefferson County (Lakewood, Arvada, Golden, Wheat Ridge, Edgewater, Morrison, and Jefferson County Human Services), including the funding of JCHS' navigators;
5. Continue development of and participation in Heading Home and its workgroups;
6. Look for opportunities to increase the housing and support services opportunities of residents who are at risk of becoming homeless;
7. Prevent homelessness by funding programs that provide housing and support services, including severe weather shelter for homeless individuals, and;
8. Continue educating community leaders and the public about the needs of residents experiencing extreme poverty and homelessness in the County.

To support the work of Heading Home, the County plans to assist in the identification of metrics, goals, and outcomes and on reporting the progress made in these efforts; continue to fund staff positions for Heading Home and homeless navigation; foster public and private partnerships and advocacy opportunities to support housing and service outcomes; and the County will consider formalizing the structure of Heading Home to help prioritize and/or allocate resources.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Jefferson County has recently added two street outreach staff for unincorporated areas. These staff, along with housing navigators and non-profit staff serving people experiencing homelessness will continue to assess individual needs, collaborate through the Heading Home network, and work to prioritize solutions to address needs. The County will plan to coordinate and carry out these efforts in

line with the recommendations and priorities detailed in the 15-year Housing Strategic Plan.

Addressing the emergency shelter and transitional housing needs of homeless persons

To address gaps in the County's shelter capacity, Jefferson County developed the Extreme Weather Blueprint which establishes five key priorities for addressing the shelter needs of homeless persons including: 1) understand existing severe weather plan operations and purpose; 2) develop an Extreme Weather Plan; 3) identify severe/extreme weather shelter options and resources; 4) identify communications and coordination roles; and 5) identify roles and responsibilities to improve regional coordination among the County, Cities, community partners, churches, and other non-profits.

The Blueprint also includes a set of recommendations for the County to implement to better address shelter needs, for example: evaluate and determine lead roles for decision-making; approve a homeless resources decision packing that includes a position to coordinate efforts for severe weather and extreme weather; continue to express support for navigation centers and align ARPA funds to meet sheltering objectives; support municipal efforts; and support sheltering and housing proposals.

Additionally, the County will continue to work with Heading Home to strengthen the Housing Continuum by exploring and expanding housing strategies that meet diverse needs including congregate/non-congregate shelters, long-term housing, rapid re-housing, permanent supportive housing (PSH), affordable housing, eviction prevention assistance, and housing vouchers. These strategies will target subpopulations in Jefferson County include families, chronically homeless persons, seniors/elderly persons, veterans, and young adults (18 to 24 years).

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

Jefferson County will continue to help homeless persons make the transition to permanent housing and independent living by implementing robust and equitable homeless response and prevention systems and by improving program and service delivery for vulnerable households and residents with special needs, particularly those most at risk of homelessness and housing instability. For example, the County plans to invest in the development and operation of housing that serves people exiting homelessness and by investing in housing that stabilizes households earning less than 30% AMI.

The County will also continue to support the expansion of the Lakewood Navigation Center into a 24/7, year-round shelter with funding and political support and to track progress on the development of a navigation center and shelter in Arvada (or elsewhere in North County). When possible, the County will allocate funds to support the development and operations of navigation centers and shelters in

municipalities across Jefferson County—as the primary strategy and action item to help homeless persons and families (particularly those with complex housing and service needs) transition to permanent housing, access affordable housing units, and to prevent formerly homeless persons and families from becoming homeless again.

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.

Jefferson County uses federal block grant funds to provide prevention activities and services that help low income people and families avoid homelessness. Generally, the County funds housing counseling services, research and strategy, rent and utility assistance, housing navigation services, and mortgage assistance. Services and activities are administered by community partners including Brothers Redevelopment, Community First Foundation (CFF), Evergreen Christian Outreach, Family Tree, Jeffco Human Services, Jefferson Center, Mountain Resource Center, Action Center, and Salvation Army. Over the next year, and the five-year planning period, the County will continue to fund these services to help low income households avoid homelessness—as funding levels permit.

The County also helps individuals and families identify housing pathways to avoid homelessness through the County's (and through municipal) Homeless Navigator Programs which connect at-risk households to existing housing resources and services and assists in removing barriers to services. The County's Homeless Navigator Program is run by the Human Services Department and serves families with children who are at-risk of homelessness or are currently homeless. Navigation programs also serve homeless adults and households living in Arvada, Lakewood, Golden, Edgewater and Wheat Ridge, and in Westminster.

AP-75 Barriers to affordable housing - 91.420, 91.220(j)

Introduction

Affordable housing continues to be a significant need for all households across Jefferson County especially given the limited supply of rental and ownership units that are affordable to low and moderate income households and workers.

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 Consortium continues to prioritize federal resources (CDBG and HOME) to help address affordable housing needs and reduce barriers to affordable development. The County will prioritize funds to remove barriers to affordable housing for the 2025 program year including increasing the inventory of affordable rental housing, including the construction of permanent supportive housing for special populations, and providing opportunities for low to moderate income residents to become homeowners. Additionally, the County's Housing Strategy includes several strategies and action items to remove or ameliorate the negative effects of public policies that were identified as barriers to affordable housing. These strategies and action items include but are not limited to:

- Create a dedicated, sustainable revenue source to support housing goals and programs by tasking the HCTF to study potential local funding tools to determine the most appropriate sources of funds for the County to support goals; considering the feasibility and impact of a small sales or property tax increase; and by determining concrete policies and desired outcomes for housing funds and investments.
- Implement land use and zoning modifications including modifying Accessory Dwelling Unit (ADU) regulations to allow all ADUs (detached and attached) by right in any zone that allows single family uses regardless of lot sizes; lowering minimum lot sizes for single family developments; allowing administrative approval for lot splitting of non-conforming existing duplexes; zoning more land for multifamily; and removing subjective language from approval criteria (among other actions).
- Establish incentives to increase the production of affordable housing developments including a "fast-track" development process for affordable housing projects; parking reductions for affordable multifamily projects; fee rebates or waivers for affordable developments; and/or establishing density and/or height bonuses for affordable multifamily and affordable single family projects.

Discussion

The actions detailed above build on recent and ongoing local efforts pursued by non-profits, stakeholders, and elected and appointed officials to address the negative effects of public policies that prevent the development of affordable housing in Jefferson County and municipalities. The Jefferson County Consortium is committed to working collaboratively to implement these actions and to

continuing to work across municipalities and departments to develop additional actions in response to housing barriers.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

This section outlines the actions Jefferson County will take to address the obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based paint hazards, reduce poverty for families, develop institutional structure, and the actions planned to enhance coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle identified to meeting underserved needs in Jefferson County is a lack of resources available to adequately meet community needs which is primarily the result of limited funds available to the County, staffing and agency capacity, and eligibility requirements that create (or exacerbate) barriers to supportive housing and services. To address these obstacles, and to meet underserved needs, the County will work to improve program and service capacity through funding and staff support by expanding funding for emergency rent assistance, food insecurity programs, utility assistance, eviction prevention, economic development, and other needed programs; and by increasing agency and provider capacity to improve resource navigation and case management services.

Additionally, due to the lack of awareness among households about available programs, the County will work to improve access to and awareness of programs and services. Actions planned for the County include: 1) continue to improve outreach and awareness of existing housing and human services programs through affirmative marketing; 2) evaluate eligibility requirements for County programs and services from a crisis prevention lens including for preconditions that may present barriers to accessing programs and services; and 3) continue to work across sectors and departments to integrate service delivery and intervention, especially in the areas of health, mental health, and housing.

Actions planned to foster and maintain affordable housing

Jefferson County plans to foster and maintain affordable rental and ownership housing by encouraging the construction of new housing projects (through both funding and political support) and by providing financial assistance for affordable housing preservation projects and activities.

Actions planned to reduce lead-based paint hazards

Lead-based paint removal continues to be conducted in accordance with all required regulations by certified risk assessors and by removal and abatement workers and inspectors. The County regularly provides guidance and assistance in operationalizing HUD requirements as it relates to lead-based paint hazards to partner agencies and all contracts issued and executed by Jefferson County's Community Development Department include a lead-based paint clause.

Actions planned to reduce the number of poverty-level families

Jefferson County is committed to reducing the number of families living in poverty through housing, community and economic development programs, and through a range of public services. While the County does not have a formal anti-poverty program, Jefferson County addresses poverty by funding housing and social service providers and community-based partners and by supporting the work of Jeffco Prosperity Partners (JPP) which employs a successful generational poverty model to better serve low income families with the goal of ensuring all children graduate high school. JPP works with over 60 partners to provide wraparound services to all generations within family units and to achieve JPP's motto of "Education plus Opportunity = Success" which has proven successful through the outcomes of the program.

The Business and Workforce Center also partners with JPP and has demonstrated outcomes for helping low income individuals and families enter employment and job training programs to pursue career pathways that lead to self-sufficiency. Partners include TANF, County's housing authorities, Child Welfare, Food Assistance/Employment First, and businesses throughout Jefferson County. Over the upcoming program year, Jefferson County (including Community Development Department staff) will continue to contribute to these well-documented and successful efforts to reduce the number of poverty-level families living in Jefferson County.

Actions planned to develop institutional structure

Limited housing options to serve the County's lowest income residents and a lack of shelter facilities to support homeless persons and families in Jefferson County were identified as the primary gaps in the current institutional structure. As such, the County will continue to support the efforts of community partners to increase affordable and supportive housing options and to improve service delivery partnerships. For example, the County will continue to look for opportunities to provide capital and operation funding for navigation centers and shelters in Jefferson County by supporting the Jeffco Extreme Weather Blueprint; the expansion of the Lakewood Navigation Center into a 24/7, year-round shelter; and by continuing the track the progress on the development and operation of a navigation center and shelter in Arvada.

The County will also evaluate housing and service investments through the lens of homeless prevention and response by implementing actions such as: 1) encouraging ongoing communication among agencies and providers responsible for implementing regional and local housing plans and initiatives; 2) developing a rubric for evaluating housing and service investments; and 3) where possible, investing in the development and operation of housing that serves people exiting homelessness and stabilizing households earning less than 30% AMI.

Actions planned to enhance coordination between public and private housing and social service agencies

The Jefferson County Consortium has made significant progress in this area, especially through the work of the Heading Home Collaborative (HHC), the Housing Continuum Task Force (HCTF), and the Jefferson

County Housing Advocacy Steering Committee. For example, the County recently developed the 15-Year Housing Strategic Plan with guidance from the HCTF; the Jefferson County Workforce Housing Policy Platform; and Heading Home’s Homelessness Action Plan that was developed to prevent and end homelessness in Jefferson County.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 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	

Other CDBG Requirements

1. The amount of urgent need activities	0
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HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

N/A.

1. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The Jeffco HOME Resale Recapture Plan was amended and approved by HUD in 2021 and is available to review upon request.

2. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The County will continue to refer partner agencies to the HOME affordable homeownership limits for the area provided by HUD. Jefferson County currently works with Blue Spruce Habitat for Humanity. The application and selection criteria for this program can be found here: <https://bluesprucehabitat.org/housing-help/own-a-home/>.

Funding for CHDO activities is set aside as a sub-fund in every allocation (15%, as required). In addition, the County utilizes a specific CHDO Agreement outlining separate requirements.

3. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

N/A.

4. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

N/A.

5. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

N/A.

6. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

N/A.

City of Arvada

Consolidated Plan 2025-2029

PREPARED FOR:

Arvada, Colorado
(a member of the Jefferson
County HOME Consortium)

CREATED 4/15/2025

PREPARED IN PARTNERSHIP WITH



Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Arvada is a federal entitlement community under the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program. As a HUD entitlement community, the City is required to prepare a Five-Year Consolidated Plan to receive housing and community development block grant funds and to implement programs that address housing and community and economic development needs in the community.

The City of Arvada is also part of the Jefferson County HOME Consortium, of which Jefferson County is the lead entity. The federal HOME Investment Partnerships (HOME) grant supports affordable housing activities throughout Jefferson County.

This section provides a summary of the topics covered in the City of Arvada's 2025-2029 Consolidated Plan, Strategic Plan, and Annual Action Plan. This plan includes a needs assessment and housing market analysis to identify the most pressing housing and community development needs as well as the current infrastructure in place to serve low- and moderate-income residents and residents with special needs. The Strategic Plan outlines Arvada's goals to address those needs and the priorities for allocating federal funds over the next five years.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The City of Arvada identified the following five-year housing and community development goals for the 2025-2029 Consolidated Plan:

- Encourage the development of affordable or workforce housing;
- Maintain and improve housing and neighborhoods;
- Support the development of human services and resources;
- CDBG planning and administration.

3. Evaluation of past performance

The City's past programs have focused on community needs that continue to exist including affordable housing, neighborhood improvements, and social service supports for low income residents. The programs Arvada has used to address these needs have been well received by residents and neighborhood organizations. Lakewood believes the programs proposed for the 2025 Action Plan year continue to be the most efficient and effective use of HUD block grant funds

Additionally, the City has made significant progress in addressing the needs of homeless individuals and families through a range of strategic initiatives, programs, and planning efforts. In March 2023, for example, the City of Arvada created a new Homelessness Program Manager position to convene the implementation of the City's homeless strategy, provide support and coordination among city departments, and coordinate with providers and other municipalities in Jefferson and Adams Counties. The Arvada Housing Authority hired a Housing Navigator and applied for and received a three-year, \$1.9 million grant from DOLA to provide programming support for outreach services, shelter provision, and bridge housing through December 31, 2026. To further these efforts, the City recently completed the 2024 Homelessness Action Strategy to address homeless needs in the city.

4. Summary of citizen participation process and consultation process

The Arvada Citizen Participation Plan (CPP) provides for and encourages citizen participation including the involvement of low to middle income residents living in neighborhoods where housing and community development funds may be spent. The City's CPP (which was updated during the development of the 2025-2029 Consolidated Plan) also emphasizes the participation of persons with disabilities, persons with limited English proficiency, people of color, and other residents who face public participation barriers.

Engagement and outreach for the City's Consolidated Plan and Annual Action Plan were held in conjunction with Jefferson County (the lead agency for the HOME Consortium) and the City of Lakewood. These efforts were designed to inform multiple City and County planning processes including this Consolidated Plan, Action Plan, and the Analysis of Impediments to Fair Housing Choice (AI).

Engagement activities included interviews and focus groups with affordable and market-rate housing developers, public housing authorities, community members, advocacy groups, government and industry representatives, social service organizations (serving a wide variety of client types), and economic development agencies. These findings were enhanced by the findings from stakeholder interviews and focus groups conducted for the City's Housing Strategic Plan (adopted in 2024), the County's 15-Year Housing Strategic Plan, Together Jeffco, the Chamber's 2026 B.O.L.D. Initiative, and other related engagement activities.

Residents participated through public meetings and hearings and through resident focus groups conducted for the AI. These findings were also leveraged by local resident engagement including the resident and in-commuter survey conducted for the City's Housing Strategic Plan, findings from CFF's Jefferson County and Municipalities Housing Opinion Survey, Together Jeffco, and other local outreach.

5. Summary of public comments

This section will be completed after the public comment period.

6. Summary of comments or views not accepted and the reasons for not accepting them

This section will be completed after the public comment period.

The Process

PR-05 Lead & Responsible Agencies - 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

Consolidated Plan Public Contact Information

Carrie Espinosa
Manager, Housing Preservation and Resources
City of Arvada
8001 Ralston Road
Arvada, Colorado 80002
720-898-7475
caespinosa@arvada.org

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.

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 five year Consolidated Plan, the City consulted 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

The City of Arvada works is a member of and works closely with the Metro Denver Homeless Initiative (MDHI) which serves as the lead agency for the regional Continuum of Care (CoC) to identify and address the needs of homeless persons, persons at risk of homelessness, and to develop local and regional solutions to prevent and end homelessness in the seven county Metro Denver area. Additionally, MDHI oversees the Homeless Management Information System (HMIS) and organizes the Point in Time (PIT) Count for the Denver Metro (including homeless counts for Jefferson County) to help local jurisdictions understand homelessness and tailor planning efforts to the unique needs of their communities. (The PIT provides a snapshot of homelessness by counting the number of sheltered and unsheltered homeless persons on a given night in January.)

Additionally, the City's Police Department has an established Community Outreach Resource Enforcement (CORE) unit to provide options, support, and outreach for individuals and families experiencing homelessness. Officers in the unit are responsible for developing partnerships to increase collaboration across service providers; fostering ongoing personal contact between CORE officers and homeless individuals to increase trust and make service referrals; and for working closely with local nonprofits to facilitate public and private resources, mental health services, treatment programs, housing, employment, and medical services.

The City also addresses homeless needs through One Small Step (OSS) which is a specialized problem-solving court for defendants of low-level offenses (littering, trespassing, etc.) to avoid fines and

incarceration. The court also connects individuals with community resources including food programs, assistance obtaining vital documents, mental health and substance use treatment, and housing and job search assistance.

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 of Arvada does not receive ESG funds.

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

Engagement efforts included public meetings/hearings, resident surveys and focus groups, and interviews and focus groups with stakeholders and providers working directly with special needs populations in throughout the Consortium. To support the engagement conducted for the Consolidated Plan—and to avoid duplicating recent and ongoing engagement in Jefferson County—staff coordinated engagement efforts with local housing strategies and related planning efforts. Recent and ongoing resident and stakeholder engagement included a stakeholder and employer survey to inform the County’s 15-Year Housing Strategic Plan; a resident survey of County residents to understand barriers to housing development; resident and stakeholder engagement to inform the Comprehensive Plan Update (as part of Together Jeffco); a resident survey and stakeholder engagement conducted as part of the Arvada Housing Needs Assessment and Strategy, feedback gathered from stakeholders who participate in the County’s Housing Advocacy Steering Committee, Housing Continuum Task Force (HCTF), and Heading Home.

In addition to the engagement efforts outlined above, the Consortium held public hearing dedicated specifically to the development of Consolidated Plan and conducted targeted stakeholder interviews with social service providers, housing authorities, economic development agencies, and local housing and service advisory boards.

Identify any Agency Types not consulted and provide rationale for not consulting

No agencies, organizations, or providers were intentionally excluded from the consultation process. The City of Arvada (in partnership with Jefferson County and the City of Lakewood) took meaningful efforts to engage stakeholders representative of a range of housing and community development needs in Arvada and in Jefferson County.

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 long term vision articulated in the Comprehensive Plan was considered in the development of housing and community development goals.
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.
Regional Economic Strength Initiative (B.O.L.D. 2026)	City of Arvada Chamber of Commerce	Five-year strategic goals to grow local and regional workforce talent, increase the supply of workforce housing, increase childcare capacity, and goals to strengthen the business environment in Jefferson and Adams Counties.
Arvada 2024 Housing Strategic Plan	City of Arvada	The City's Housing Strategy guides housing investments and strategic initiatives and was considered in developing the Strategic Plan and Action Plan, especially elements related to affordable housing.
Arvada Economic Development Association (AEDA) Strategic Work Plan	Arvada Economic Development Association	The AEDA Strategic Work Plan was considered in evaluating workforce and economic development needs and objectives.
2024 Homelessness Action Strategy	City of Arvada	The Homeless Action Strategy has direct overlap with the Con Plan strategies and actions related to addressing homelessness.

Table 2– 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(I))

The City of Arvada cooperated with Jefferson County and the City of Lakewood to develop the 2025-2029 Consolidated Plan and Annual Action Plan.

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 of Arvada engaged community members in the development of the Consolidated Plan through a range of outreach and engagement activities and broadened the citizen participation process by updating and approving the City's Citizen Participation Plan.

Engagement efforts included public meetings/hearings, resident surveys and focus groups, and interviews and focus groups with stakeholders and providers working directly with special needs populations in throughout the Consortium. In addition to regional citizen participation, findings from the community engagement conducted to inform and support the City's 2024 Housing Strategic Plan was also used to support the development of this plan and the five-year strategic goals identified by City staff. These activities included a resident and in-commuter survey, as well as interviews and focus groups with social service providers, local employers, economic development professionals, and affordable and market-rate housing developers, and regular discussion with the Housing Advisory Committee.

In addition to the engagement efforts outlined above, the Consortium held public hearing dedicated specifically to the development of Consolidated Plan and conducted targeted stakeholder interviews with social service providers, housing authorities, economic development agencies, and local housing and service advisory boards.

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Needs Assessment (NA) section of the eCon Plan describes the primary housing challenges in the city. This section summarizes the primary housing and service needs in the City of Arvada, followed by additional information on non-housing community development needs (section NA-50), as required by HUD. Additional detail on housing needs and market inefficiencies are discussed in MA-05.

Housing needs. Cost burden and severe cost burden are the most common housing problems in the city, according to data provided by HUD.¹ Over half of all renters (52%) and one in five owners (19%) are cost burdened—spending more than 30% of their income on housing. Twenty-eight percent of renters and 6% of owners are severely cost burdened—spending more than 50% of their income on housing—putting them at risk of homelessness.

Rates of cost burden and severe cost burden are even higher for extremely low and very low income households: 94% of households with income below \$20,000 annual are cost burdened, as are 76% of households with incomes between \$20,000 and \$35,000 and 67% of households earning \$35,000 to \$50,000. Even for households with incomes between \$50,000 and \$75,000, about half of households are cost burdened (49%).

In a resident survey conducted specifically of Arvada residents, respondents were asked what would make them feel more secure in their housing situation: Owners commonly cited: “money to make critical repairs” and “find housing my adult child can afford”, while renters focused on help buying a home (“find a home I can afford to buy” and “help with a down payment to buy a home”). Respondents also provided feedback on their housing condition and needs for repairs. Nearly one-third of low-income households (incomes less than \$50,000) said their housing was in poor condition.

Homelessness and risk of homelessness. Countywide, 1,907 people accessed homeless services in the past year and a total of 925 people were experiencing sheltered or unsheltered homelessness on a given night in January 2024—an increase of 8% from 2023 or an additional 71 people experiencing homelessness in Jefferson County. In Arvada, 5,726 households are at risk of homelessness (due to severe cost burden), including 3,346 renter households and 2,380 owner households.

Non-homeless special needs populations. Non-homeless special needs populations include:

- Elderly (62 and older) and frail elderly (an elderly person who requires assistance with three or more activities of daily living such as bathing, walking, and performing light housework),

¹ Data source is Comprehensive Affordable Housing Strategy (CHAS) data; cost burden is defined as spending more than 30 percent of housing income on housing costs; severe cost burden is spending more than half of household income on housing costs.

- Persons with mental, physical, and/or developmental disabilities,
- Persons with alcohol or other drug addiction,
- Persons with HIV/AIDS;
- Victims of domestic violence, dating violence, sexual assault, and stalking;
- Families with children including large families (with three or more children) and single parent families, and
- Households for whom English is not their first language, sometimes referred to as English Language Learner households. These households are also referred to as Limited English Proficiency (LEP) households.

Special needs populations and their housing or supportive needs are presented in the table below. Counts of households with disabilities, elderly households (containing at least one member age 62 or older), frail elderly residents (those who require assistance with three or more activities of daily living such as bathing, walking, and performing light housework), LEP (Limited English Proficiency) households (those in which no household member 14 years old and over 1. speaks only English or 2. speaks a non-English language and speaks English "very well"), and families with children come from the most recent ACS data available. Housing needs for these groups are calculated by applying the current ACS poverty rate for these groups. Persons with disabilities may be captured in multiple categories if they have multiple types of disabilities and may also be represented in the elderly category.

Victims of domestic violence include rape, physical violence and/or stalking by an intimate partner and their count applies national domestic violence rates to ACS population counts, and their needs are derived from applying the national rate at which domestic violence survivors require housing assistance in their lifetime. Persons with alcohol or other drug addiction are estimated by applying national addiction rates and rates of need for treatment from the 2021 and 2023 National Survey on Drug Use and Health (NSDUH) from US Dept of Health to local ACS population counts.

Non-Homeless Special Needs Populations, Arvada

Non-Homeless Special Needs Population	TOTAL	With Housing or Service Need	
Elderly (defined as 62 and older)	25,609	1,396	5%
Frail elderly (elderly person who requires assistance with three or more activities of daily living, such as bathing, walking, and performing	1,335	73	5%
Persons with mental, physical, and/or developmental disabilities	13,082	1,661	13%
Persons with alcohol or other drug addiction	17,598	7,272	41%
Persons living with HIV/AIDS	197	no data	no data
Victims of domestic violence (includes rape, physical violence and/or stalking by an intimate partner)	3,589	373	10%
LEP households	352	26	7%
Families with children	14,482	755	5%
Large families (3 or more children)	2,174	270	12%
Single parents with children	3,606	535	15%

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The 2024-2030 Arvada City Council Strategic Plan identified infrastructure (streets, sidewalks, and water, wastewater, and stormwater facilities) as an area of focus to accommodate Arvada's steady population growth. Public facility improvement needs identified in the report included:

- Build-out and maintenance of water supply, drainage system, waste-water disposal, and solid waste management services;
- Investment in accessible and environmentally efficient City facilities and fleet vehicles;
- Maintenance of existing roads and transportation network in tandem with snow and ice control services to ensure swift and safe transportation for the community;
- Innovations in safe, accessible, and efficient connections to modes of transportation, including public transit, streets, sidewalks, and bikeways, with a focus on enhanced technology at high-priority intersections to improve safety and minimize traffic congestion;
- Ensure compliance with federal and state regulations, including environmental laws and Americans with Disabilities Act;
- Provide timely engagement opportunities and information about public infrastructure.

Arvada's 2019-2028 Capital Improvement Plan (CIP) identifies the following public facility improvements related to the City Council Strategic Plan that have and continue to receive funding:

- \$1.25 million for improvements to Arvada Center facilities;
- \$8.7 million for new Park Maintenance Complex that will help Parks staff consolidate equipment for day-to-day maintenance;
- \$15 million for future aquatics center to replace the aging George Meyers Pool;
- \$200,000 for improvements to Lake Arbor Community Station to improve sidewalks and parking lots outside of public safety facility;
- \$50 million for water system replacement to replace water infrastructure installed prior to 1980;
- \$112 million to participate in Denver Water's Moffat system to meet the needs of the City's buildout goal;
- \$3 million to replace the Ralston Water Treatment Plant Pump Station; and
- \$5.4 million in water distribution system upgrades.

Resident and stakeholder engagement conducted for both the Consolidated Plan and the Community Needs Assessment highlighted needs for facilities supporting the homeless population (shelter and navigation services) as well as facilities that serve as a hub for social services to make accessing those services more convenient and more efficient for residents.

How were these needs determined?

The 2024-2030 Arvada City Council Strategic Plan was informed by a 2023 Community Survey, SpeakUp Arvada, and performance information regarding the city's budget and financial resilience. To inform the

CIP, the City uses a performance-based management philosophy that combines strategic planning with attainable budgets. The City Council Strategic Plan is the foundation for the CIP. Needs were also informed through community engagement efforts conducted for the Community Needs Assessment and this Consolidated Plan.

Describe the jurisdiction's need for Public Improvements:

The 2024-2030 Arvada City Council Strategic Plan identified vibrant community and neighborhoods as a key focus area to maintain Arvada's reputation as a preferred place to live, work, play, and stay. Public improvements needed to achieve this goal included:

- Foster strategic partnerships to advance quality of life and achieve an inclusive, equitable, diverse, resilient, and sustainable community;
- Provide specialized programs, environmental education, and sustainability and resource conservation services to residents, so they can carefully use and preserve resources and save money;
- Provide maintenance services, so the community and visitors can play and enjoy activities in safe and well-maintained parks, open spaces, and trails system;
- Ensure that all Arvadans have equal access to quality parks and trails that provide diverse, affordable recreation opportunities in clean, safe, and healthy environments through strategic design and land acquisition;
- Operate sustainable premier golf programs and facilities focusing on exceptional service and value to the community and the conservation of the natural environment under economically sound and socially responsible management;
- Plan and host events and works collaboratively with artists, arts and culture organizations, and the community to enrich Arvada's quality of life and economic vitality and to help create a vibrant, beautiful, and sustainable city;
- Support equitable City policies, programs, and efforts to secure an economically, socially, and environmentally sustainable city; and
- Enhance community health and quality of life by promoting active lifestyles and connecting Arvada's youth with the outdoors. Provide youth sports organizations with the highest quality of fields to ensure a safe and enriching playing environment for recreational and competitive sports.

Arvada's 2019-2028 Capital Improvement Plan identifies the following needs that have and continue to receive funding for public improvements related to the goals of the City Council Strategic Plan:

- \$684,000 for trail renovations across the city to improve aging, uneven pathways;
- \$205,000 for tree replacement program on city-owned rights of way, road medians, and parks;
- \$2.3 million for Gold Strike Park improvements;

- \$1.5 million for the Safe Routes to School program to increase safety for students who walk or bike to school;
- \$1 million to improve intersections identified by the Traffic Division within the critical intersections report;
- \$16.6 million for Ralston Road Reconstruction.

How were these needs determined?

The 2024-2030 Arvada City Council Strategic Plan was informed by a 2023 Community Survey, SpeakUp Arvada, and performance information regarding the city's budget and financial resilience. To inform the CIP, the City uses a performance-based management philosophy that combines strategic planning with attainable budgets. The City Council Strategic Plan is the foundation for the CIP.

Describe the jurisdiction's need for Public Services:

Arvada social service providers emphasized the need for more long-term programming to support low income families and residents experiencing (and at risk of) homelessness. Examples provided by stakeholders included: a navigation center, mental health services, financial assistance programs, and workforce/skill development programs.

Countywide, the public services that are most needed include down payment assistance to buy a home; rent, utility, and mortgage assistance; homeownership counseling; childcare (including free or low cost activities for children); health care and mental health services; and workforce programs/job training opportunities.

How were these needs determined?

Community Needs Assessment and resident and stakeholder engagement.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The Housing Market Analysis (MA) section of the City's Consolidated Plan provides greater context on housing needs in Arvada by providing an analysis of the City's housing market including trends in the rental and ownership markets.

According to American Community Survey (ACS) estimates, the City of Arvada had a median gross rent of \$1,802 in 2023 representing an increase of 41% (or an increase of \$528 per month) since 2018. The City's rental market is not only becoming unaffordable to many current and prospective renters but is extremely competitive due to a lack of units and low vacancy rates.

The median home price rose 144% between 2013 and 2021, far exceeding the change in median income (42%). Rising interest rates exacerbate these changes and compress affordability further: the change in purchasing power associated with rising incomes was only 7%, due to the sharp spike in interest rates over the period.

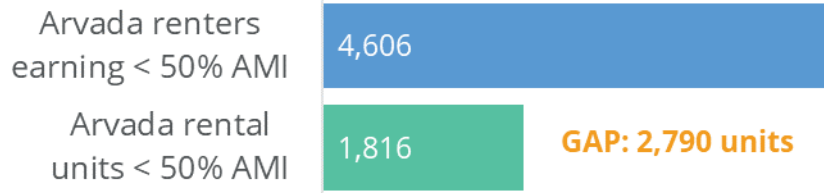
A rental gaps analysis was conducted as part of the City's recent Housing Needs Assessment. The gaps analysis evaluates the mismatch in the supply and demand in the City's rental market; it compares the number of renters at various income levels with the number of units affordable to them.

The analysis (shown below) indicates that affordability needs are concentrated below 50% AMI in the rental market and below 120% AMI in the for-sale market (though for-sale needs do persist up to 150% AMI).

- Collectively, there is an affordability shortage of 2,790 units for renters earning less than 50% AMI (even after accounting for the City's affordable, income-restricted rental inventory). The most acute affordability needs are for households earning less than 30% of AMI. The figure below shows the results of the gaps analysis, highlighting the need for additional rentals that are priced affordably for households earning less than \$50,000 per year.
- Thirty-eight percent of renters have incomes between 50% and 120% of AMI—a range historically in consideration for first-time home purchase. However, only 6% of homes sold in Arvada in 2022 were in their price-range. Potential buyers do not see proportional affordability in the market unless they have incomes over 150% AMI.

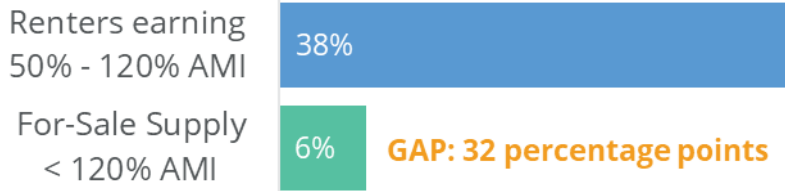
Rental Affordability Gaps, Arvada

Source:
Arvada Housing Needs Assessment
(2023).



Rental Affordability Gaps, Arvada

Source:
Arvada Housing Needs Assessment
(2023).



The Arvada workforce faces affordability challenges as well: only 8 industries have average wages high enough to afford the median rent in Arvada and no industries have average wages high enough to afford the median sale price (even if they have 1.5 workers per household). As major employment centers in Arvada continue to grow, the city will likely experience greater housing price increases/transportation challenges.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

This section contains economic development data and information for the City of Arvada. The data in the tables have been updated with 2023 ACS data and/or 2022 Longitudinal Employer-Household Dynamics data (most recent available).

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	671	218	1.1%	0.7%	-0.4%
Arts, Entertainment, Accommodations	5,607	4,485	9.4%	14.6%	5.2%
Construction	4,078	3,839	6.8%	12.5%	5.7%
Education and Health Care Services	11,867	3,480	19.8%	11.3%	-8.5%
Finance, Insurance, and Real Estate	3,804	2,062	6.4%	6.7%	0.3%
Information	2,121	224	3.5%	0.7%	-2.8%
Manufacturing	4,283	2,853	7.2%	9.3%	2.1%
Other Services	1,677	1,226	2.8%	4.0%	1.2%
Professional, Scientific, Management Services	8,968	3,678	15.0%	11.9%	-3.0%
Public Administration	3,080	1,246	5.1%	4.0%	-1.1%
Retail Trade	3,282	968	5.5%	3.1%	-2.3%
Transportation & Warehousing	4,898	4,710	8.2%	15.3%	7.1%
Wholesale Trade	2,483	608	4.1%	2.0%	-2.2%
Grand Total	3,063	1,182	5.1%	3.8%	-1.3%

Table 3 - Business Activity

Data 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Source:

Labor Force

Total Population in the Civilian Labor Force	72,091
Civilian Employed Population 16 years and over	69,286
Unemployment Rate	3.89%
Unemployment Rate for Ages 16-24	10.10%
Unemployment Rate for Ages 25-65	3.01%

Table 4 - Labor Force

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	17,242
Farming, fisheries and forestry occupations	267
Service	9,148
Sales and office	13,628
Construction, extraction, maintenance and repair	4,452
Production, transportation and material moving	5,167

Table 5 – Occupations by Sector

Data Source: 2016-2020 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	32,187	61%
30-59 Minutes	17,817	34%
60 or More Minutes	3,128	6%
Total	53,132	100%

Table 6 - Travel Time

Data Source: 2016-2020 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	1,913	116	912
High school graduate (includes equivalency)	9,921	466	2,151
Some college or Associate's degree	13,291	631	2,447
Bachelor's degree or higher	32,919	575	3,227

Table 7 - Educational Attainment by Employment Status

Data Source: 2016-2020 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	76	134	241	496	390
9th to 12th grade, no diploma	858	415	382	1,273	641
High school graduate, GED, or alternative	2,856	2,918	3,003	6,617	5,892
Some college, no degree	2,741	2,797	2,712	5,793	4,393
Associate’s degree	356	1,011	1,605	2,458	1,642
Bachelor’s degree	1,304	7,089	7,007	9,388	4,932
Graduate or professional degree	121	3,590	4,187	5,467	3,136

Table 8 - Educational Attainment by Age

Data Source: 2016-2020 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	\$42,433
High school graduate (includes equivalency)	\$46,894
Some college or Associate’s degree	\$57,922
Bachelor’s degree	\$82,119
Graduate or professional degree	\$95,086

Table 9 – Median Earnings in the Past 12 Months

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Based on NAICS classification Arvada’s major employment sectors include Retail trade (15%), Construction (13%), Professional, Scientific, Management Services (12%), and Education and Health Care Services (11%). The job profile of current residents differs somewhat with Education and Healthcare as the top industry (20%) followed by Professional Scientific, Management Services (15%).

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:

The City Council Strategic Plan (2024) and the Economic Development Association (AEDA) seek to “Bolster a vibrant local economy by delivering efficient and cost-effective services and support for business in Arvada.” The primary infrastructure priority is to increase commercial

development in the community, with the specific measurable goal of annually facilitating development of 150,000 square feet of new commercial real estate, tracked by retail, industrial and office segments.

Workforce development priorities include improving financial literacy among business owners and improving community engagement around economic development initiatives (through Economic Development Surveys).

The City's business community has expressed serious concern about the lack of affordable rental and ownership housing available to the City's workforce. In interviews with representatives of Arvada's local business community (conducted for the Housing Strategic Plan), City staff heard the challenges many employers have encountered in recruiting and retaining talented workers.

For example, one employer reported losing 7 employees in the last year due to the high costs of homeownership in the city. When asked how the City can work to address these needs, employers and business representatives recommended that the City increase ADUs and provide incentives to large employers to support housing projects/programs specifically for the City's essential workforce (e.g., nurses and doctors).

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.

In response to the workforce and childcare challenges impacting Arvada and Jefferson and Adams Counties, the City's Chamber of Commerce recently developed and adopted the 2026 BOLD Initiative which is a five-year strategic initiative supported by four actionable goals, strategies, and performance metrics. The strategic initiative has become the primary community and regionwide focus of Arvada's Chamber and is supported by both private and public investments.

The four goals that will help improve economic strength and opportunities for businesses, families, and individuals include: 1) grow talent to meet the needs of employers and jobseekers; 2) increase the workforce housing stock to ensure workers can attain housing within proximity to their jobs; 3) increase childcare capacity to allow caregivers to join/rejoin the workforce and given children quality learning experiences; and 4) strengthen business environments to ensure economic opportunity for all residents.

The Chamber's guiding principles will likely have a positive impact on job and business growth during the planning period. These principles include: 1) employ robust data to drive strategies; 2) engage and collaborate with partners across Arvada, Jefferson/Adams Counties, Metro Denver, and state; 3) seek and deploy create approaches to drive economic and community growth; 4) focus on improving equality of access and opportunity; and 5) pursue objective measures and ensure transparency.

Local and regional economic development initiatives that will impact economic growth over the planning period are tied to the Chamber's five-year strategic initiative to improve economic opportunities and increase access to childcare. A primary focus of the initiative is to increase the local and regional stock of workforce housing to ensure workers can access housing within reasonable proximity to their jobs. To achieve this goal, the Chamber will undertake a range of strategies to lead a coordinated regional approach to workforce housing production including convening a council of business representatives, community leaders, and development practitioners; identify and assist development partners in securing funding for workforce housing projects; driving public policy changes that remove barriers and stimulate investment; and encourage employers to assist employees in find housing (e.g., provide resource database and annual bootcamp for HR professionals on subsidy programs, down payment assistance, rental inventory, etc.)

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Arvada residents have a relatively high level of educational achievement. According to the above data 47% of Arvada residents 18 and older have a bachelor's or graduate degree and another 26% have an associate's degree or some college. About 27% have a high school degree or less education, which limits their employment industries to low skill positions.

As discussed previously, Arvada has a relative concentration of retail jobs and construction jobs (which do not require higher education) 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.

The business community in Arvada—and Jefferson County as a whole—has expressed more concern about attraction and retention of workers due to high housing costs than concerns regarding skills and qualifications of the workforce.

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.

To develop a regional talent pipeline, the City of Arvada and Chamber of Commerce are working to implement programs that connect employers and students/workers along the talent pipeline from basic career awareness to employee retention. The City is carrying out these efforts by implementing the Talent Pipeline Management (TPM) system which will close the skills gap by applying lessons from supply chain management to workforce partnerships.

The City is also working with Jefferson County and education partners to implement the Get Ready for Opportunities at Work (GROW) program which will place “career hubs” in high schools across Jefferson County. Career hubs will be staffed and responsible for building relationships with area businesses and providing resources on career pathways/work-based learning; and will include displays of high-demand careers, post-secondary requirements, and salary progression (among information and data). Arvada is also committed to providing work-based learning opportunities. For example, the Chamber will continue to recruit employers that offer high-demand careers to provide internships, apprenticeships, mentorship, and other forms of work-based learning. (The City set a goal to grow business engagement in work-based learning to over 750 employers in Jefferson County by 2026—up from 100 employers currently.)

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.

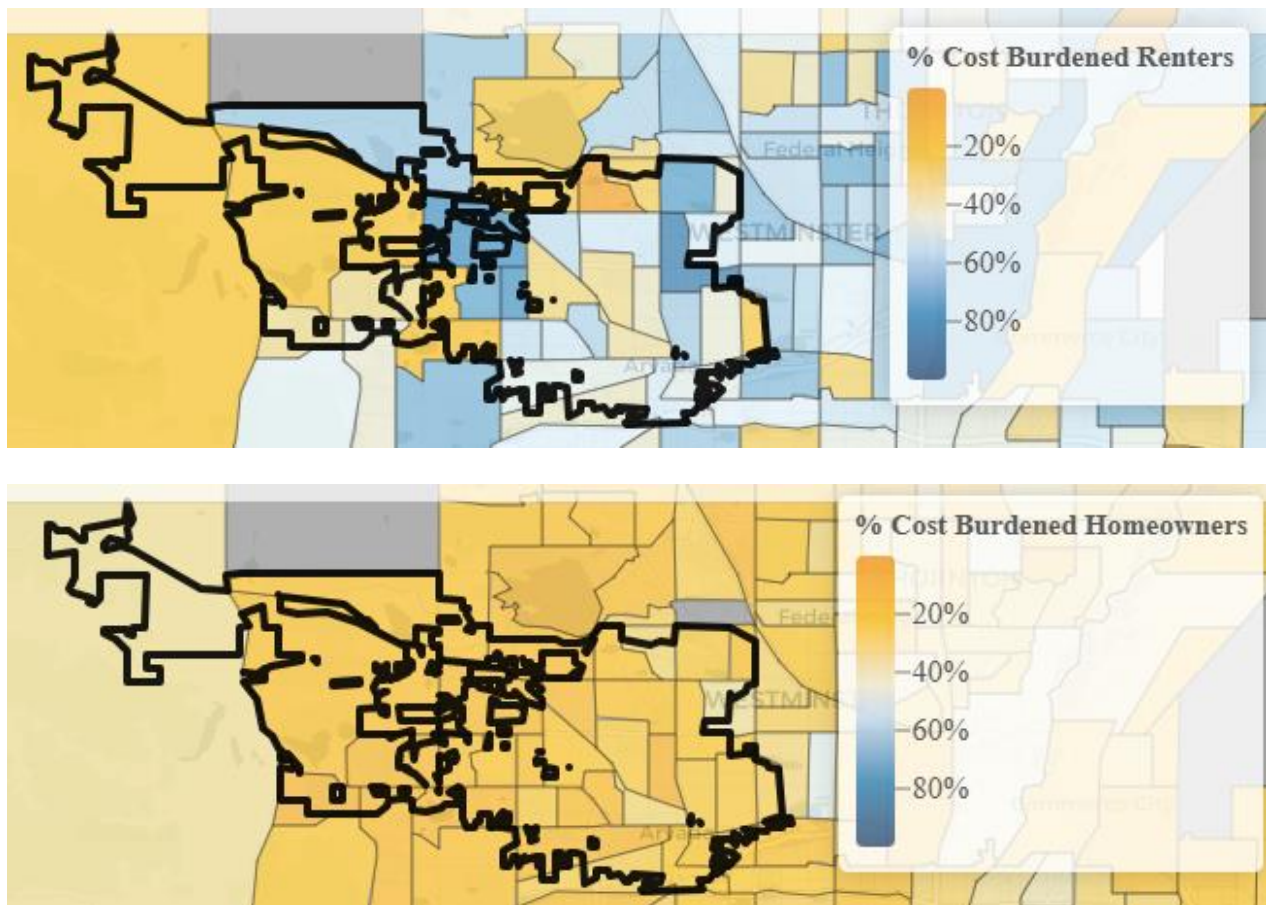
N/A; the city does not participate in a CEDS.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

As shown in the map below (from HUD's Demography Dashboard), the neighborhoods with the highest proportions of renters with cost burden are along the eastern edge of the City and in Central Arvada. As discussed in the Needs Assessment section, cost burden is by far, the most common housing problem in Arvada.

Cost Burdened Renters and Owners by Census tract, Arvada



Source: HUD Demography Dashboard.

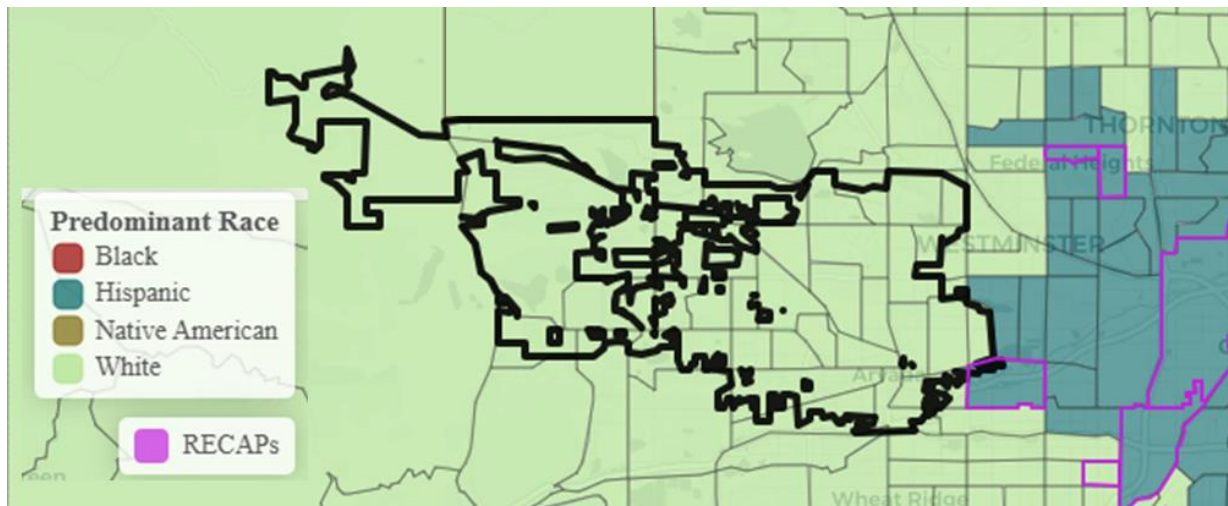
Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration").

The following analysis uses predominant race as the definition of racial/ethnic concentration (more than half the population in a Census tract belonging to a specific racial/ethnic minority group) and a poverty rate three times the metro average as the definition of low income concentration. This definition is derived from HUD's prescribed methodology for Racially/Ethnically Concentrated Areas of Poverty

(RECAPs), which Census tracts where a majority of residents belong to a racial group other than non-Hispanic White and poverty is more than three times the regional average.

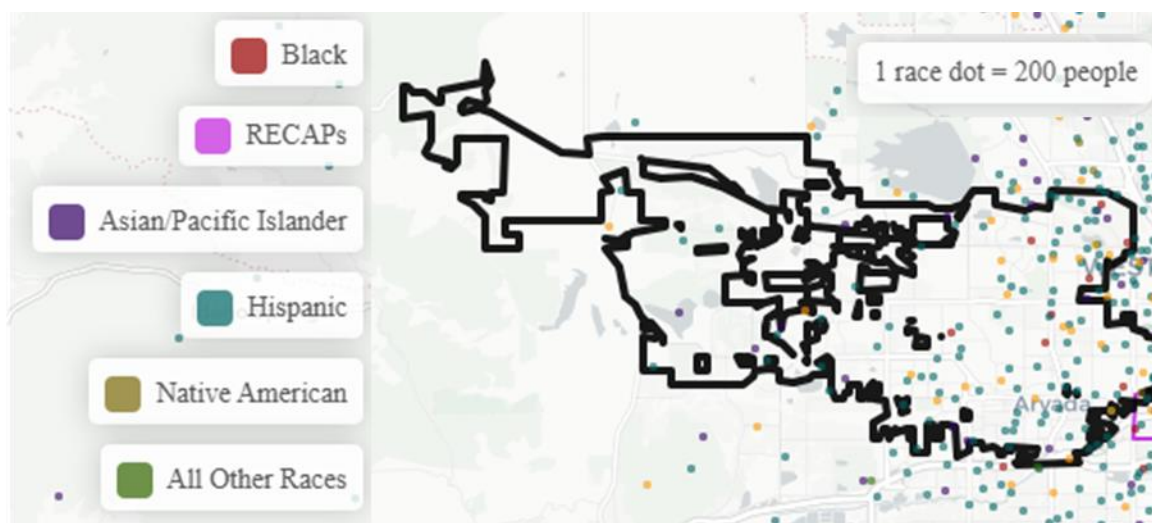
Predominant race by Census tract is shown below, followed by a dot density map that shows racial/ethnic distribution in Arvada. Based on the HUD concentration definitions outlined above, there are no RECAPs or racial/ethnic concentrations in Arvada. However, the dot density maps show that racial and ethnic minority groups are clustered in Eastern Arvada.

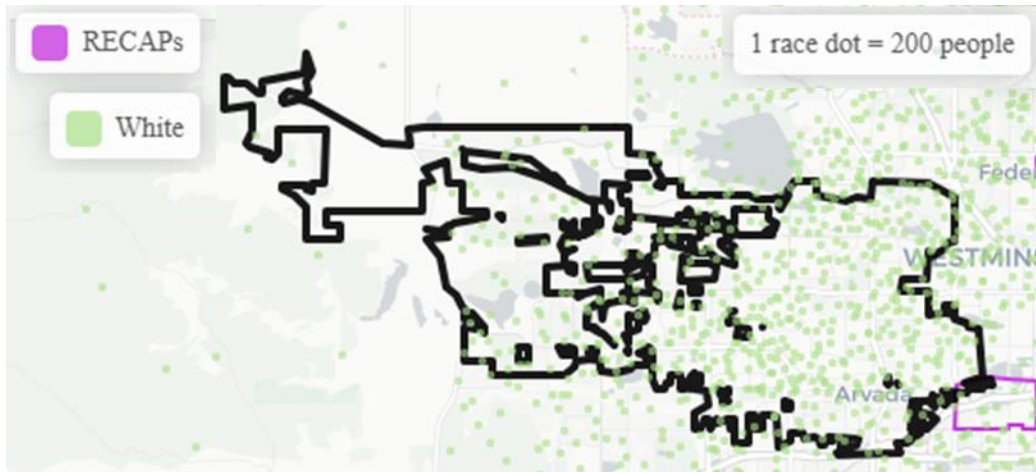
Predominant Race and RECAPs by Census Tract, Arvada



Source: HUD Demography Dashboard.

Racial/Ethnic Distribution, Arvada





Source: HUD Demography Dashboard.

What are the characteristics of the market in these areas/neighborhoods?

Racial and ethnic minorities are clustered in the southeast and eastern portions of the city which coincide with areas of higher housing needs, as revealed in the cost burden maps. Generally, the southeast and eastern portions of the city have lower school performance, and poorer environmental health as conveyed by the HUD AFFH mapping tool and Demography Dashboard. The housing market on the eastern side of town does offer more affordability and more rental opportunities.

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?

Please see above

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.

According to 2023 1 year American Community Survey (ACS) estimates, only 3 percent of the City's households (1,611 households) do not have access to the internet in their home. Most households have access to a computer in their home as well. Only 3 percent of households did not have a computer in their home in 2023.

Households with low to moderate incomes have lower access to broadband than total households in the city. Broadband needs are most prominent for households with incomes between \$20,000 and \$34,999 per year, 22 percent of which did not have access to the internet in 2023. Needs are also prominent for households with incomes below \$20,000 (11 percent) and households with incomes between \$35,000 and \$49,999 per year (13 percent). This compares to only 1 percent of households with incomes above \$75,000 per year that did not have access to the internet in their home during this time.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

According to data from the FCC, Jefferson County is served by 33 broadband providers; though not every provider serves every address in the County. Unincorporated, rural/mountainous areas of Jeffco have the most limited competition, though the introduction of satellite carriers has increased competition in these areas. Arvada has 23 different providers and Lakewood has 21 providers.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The primary natural hazard facing Jefferson County and its communities is wildfire risk. The County has recently adopted two planning documents that address that risk and preparations:

- The Community Wildfire Protection Plan (CWPP), adopted by the Jefferson County Board of County Commissioners on October 29, 2024; and
- The Comprehensive Emergency Management Plan's Evacuation Annex (EA), adopted by the Jefferson County Board of County Commissioners hearing on November 12, 2024.

The scope of both the CWPP and the EA covers all of unincorporated and incorporated Jefferson County, including all jurisdictions and special districts.

As discussed in the CWPP, “Jefferson County, Colorado is one of the highest risk counties in Colorado for wildfire risk and impacts. Not only will fires impact residents through evacuation disruption and property loss but wildfires in this area can have severe effects on air quality in the Denver metro area, watershed health and access to clean drinking water, recreation, and local business interruption.”

The CWPP discussed wildfire risk and mitigation in detail, including recommendations for hardening homes and other structures as well as mitigation efforts. The Evacuation Annex is intended to be used as overarching guidance for the development of, in support of, or to supplement information needed in the evacuation plans prepared and maintained by local jurisdictions within Jefferson County.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

The following map, from the CWPP, overlays relative wildfire risk to homes with high socioeconomic vulnerability or inequity. The highest risk areas are not perfectly correlated with the most vulnerable households; though there are some high-risk areas with high socio-economic vulnerability (i.e., low income populations) in west central Jeffco.

Wildfire Risk and Socioeconomic Vulnerability

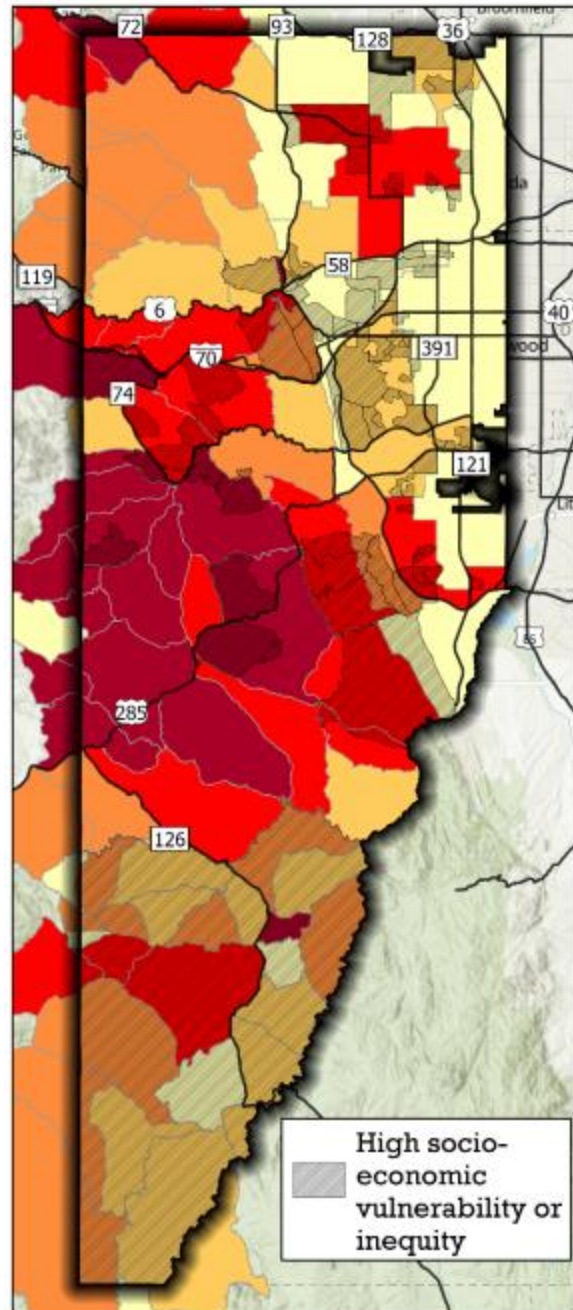
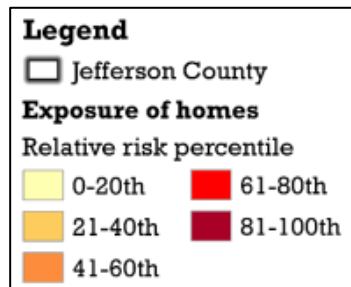
Note:

Relative risk to homes in each Regional Action Area is a weighted average of several metrics of home exposure from the 2022 CO_WRA by the CO State Forest Service and Additional analyses by the Ember Alliance.

Census Block Groups with high social vulnerability are those with >80 percentile socioeconomic vulnerability or inequity to wildfire. Socioeconomic vulnerability reflects a combined metric of poverty, income, unemployment, and educational attainment.

Source:

Jeffco 2024 CWPP; analysis by Colorado State Forest Service and Ember Alliance.



Arvada Strategic Plan

SP-05 Overview

Strategic Plan Overview

This section provides the City of Arvada's five year strategic plan for housing and community development, including the priority needs and goals, for the allocation of CDBG funds during the 2025-2029 planning period.

The priority needs were identified from the Needs Assessment, Market Analysis, and from the resident and stakeholder engagement activities that were conducted to inform the City's Consolidated Plan.

These priorities include: 1) Affordable and Workforce Housing; 2) Housing and Neighborhood Improvements; and 3) Human Services and Resources. From these needs, and from the data analyses and engagement conducted for the Consolidated Plan, the City of Arvada identified and developed the following five-year goals:

- Encourage the development of affordable or workforce housing;
- Maintain and improve housing and neighborhoods;
- Support the development of human services and resources;
- CDBG planning and administration.

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

CDBG funds are used throughout the City of Arvada for projects, programs, and activities that benefit low and moderate income residents and households. Funds are also used and allocated based on the criteria and goals established for the planning period.

General Allocation Priorities

Describe the basis for allocating investments geographically within the state

The City bases the geographic allocation of housing and community development funds on community needs as well as the geographic distribution of low and moderate income persons and households in the city.

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

1	Priority Need Name	Affordable Housing and Workforce Housing
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Middle Income
	Geographic Areas Affected	Citywide
	Associated Goals	Encourage the Development of Affordable or Workforce Housing Maintain and Improve Housing and Neighborhoods
	Description	Encourage new developments to provide affordable housing opportunities for low to moderate income households and/or for the City's workforce.
	Basis for Relative Priority	The City has a severe shortage of affordable rental and ownership housing for low to moderate income households and for Arvada's essential workers. This priority need was demonstrated by the Market Analysis (MA) and the rental and for-sale gaps analysis.
2	Priority Need Name	Housing and Neighborhood Improvements
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Families with Children Public Housing Residents Elderly/Frail Elderly Homeless Persons at-risk of Homelessness Persons with Disabilities Persons with Alcohol or Other Addictions Persons with a Mental Illness Persons with HIV/AIDS Survivors of Domestic Violence Veterans Unaccompanied Youth
	Geographic Areas Affected	Citywide

	Associated Goals	Maintain and Improve Housing and Neighborhoods Encourage the Development of Affordable and Workforce Housing
	Description	Continue efforts to maintain and improve the quality of Arvada's existing housing stock and revitalize public facilities and infrastructure to improve neighborhoods.
	Basis for Relative Priority	The City's housing stock is older, meaning there is an increased need to support households in making necessary repairs and accessibility improvements in their homes. Additionally, findings from resident and stakeholder engagement show a need to increase neighborhood vitality through public facility and infrastructure improvements.
3	Priority Need Name	Human Services and Resources
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Families with Children Elderly/Frail Elderly Homeless Persons at-risk of Homelessness Persons with Disabilities Persons with Alcohol or Other Addictions Persons with a Mental Illness Persons with HIV/AIDS and their Families Survivors of Domestic Violence Veterans Unaccompanied Youth
	Geographic Areas Affected	Citywide
	Associated Goals	Support the Development of Human Services and Resources
	Description	Improve access to critical human services for low income households and special needs populations and facilitate the development of human resources.
	Basis for Relative Priority	There is a demonstrated need to support the housing and economic stability of low income households and special needs populations by ensuring access to critical human services and resources.

Table 10 – Priority Needs Summary

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

This section of the City's Consolidated Plan outlines the anticipated resources the City expects to receive and explains how federal funds will leverage additional resources. If similar to previous funding levels, the City of Arvada anticipates an annual allocation of around \$450,000 in CDBG dollars per program year.

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	\$450,000	\$155,719	\$530,208	\$1,135,927	\$1,800,000	Expected amount available account for annual allocation at volumes similar to year 1 for remaining years.

Table 11 - 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

The City uses CDBG and other private and city funds for housing and community development activities. Federal dollars are leveraged with Section 8 funds and dollars from the City's General Fund.

If appropriate, describe publicly owned land or property located within the state that may be used to address the needs identified in the plan

The City does not currently propose to use any publicly owned land to address the needs identified in the Consolidated Plan. However, the City will remain open to this as a strategy to increase affordable and workforce housing opportunities.

SP-40 Institutional Delivery Structure - 91.415, 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 12 - Institutional Delivery Structure

Assess Strengths and Gaps in the Institutional Delivery System

The City of Arvada has a strong institutional delivery system in that non-profits, housing and social service providers, and relevant stakeholders work collaboratively and effectively to address the complex housing and service needs of homeless persons and families, as well as households with special needs. The City's Housing Advisory Committee provides guidance on affordable housing priorities and investments. The City's Human Services Advisory Committee provides recommendations to City staff and City Council for the allocation of both local funds and the public services portion of CDBG funds help to assist special needs populations. This process was developed and adopted by Arvada to ensure a broader level of citizen participation and representation in the process of identifying the use and allocation of federal block grant funds.

Additionally, the City also has strong partnerships with local and regional planning organizations and is represented on numerous committees and bodies working to address the affordable housing shortage and supportive service gaps in Jefferson County, including shortages and gaps in Arvada. While these partnerships have been crucial to strengthening the City's institutional delivery system to meet the needs of homeless persons and special needs households, stakeholders and residents identified several gaps within the current institutional delivery system including limited staff capacity to adequately meet demand for services and programming; lack of public services and facilities to meet the complex housing and service needs of homeless persons; and limited awareness of the public services and programs available to eligible residents and households in need of support.

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	
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			
Other			

Table 13 - 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 of Arvada assists homeless persons through the Arvada Homeless Navigation Program (AHNP) which is committed to assisting homeless individuals and families in locating permanent housing. Service participation is voluntary and is limited to homeless persons and families that are seeking housing—regardless of other circumstances. Additionally, Arvada launched the STAR program in 2023 to expand and improve the care provided to individuals experiencing behavioral health crises, substance use challenges, and/or homelessness in the city. As part of the program, a community support team was established which consists of a licensed mental health clinician and a firefighter paramedic which staff a discreet co-responder van and are dispatched to calls involving behavioral health. The team provides crisis assessment and referral services, counseling, social services and resource navigation, and

transportation to alternative destinations such as crisis centers if needed. (The STAR program was made possible by a partnership between Arvada Fire and WellPower.)

Homeless persons and families in Arvada are also served by Mission Arvada which provides support and encouragement, food, and personal help. Visitors to the day shelter can access shower facilities, hot meals, food banks, clothing and hygiene items, severe weather gear, and participate in activities or service opportunities. Similarly, the City holds a biannual community donation drive to collect cold weather items for unsheltered homeless persons and families and to collect household items for people who are moving into housing and need basic essentials. Cold weather items are distributed to local churches and nonprofits to provide to individuals living outside.

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 primary strengths of the service delivery system in the City of Arvada is the strong collaboration and coordination across City departments, agencies, and local and regional housing and social service providers, and the variety of services and programs that serve special needs populations and persons experiencing homelessness. In January 2020, for example, the City hired homeless resolution case managers and a housing navigator to connect persons experiencing homelessness with housing resources and supportive services. In 2024, the case managers and navigator focused their efforts on assisting homeless veterans and chronically homeless persons and families.

These efforts have been successful due to strong partnerships with the Arvada Housing Authority and local housing and service providers which allowed the City's case managers and navigator to find permanent housing for 27 homeless households in 2024. The City also supports the ongoing efforts of the Metro Denver Homeless Initiative (MDHI), Housing Continuum Task Force (HCTF), Arvada Housing Advisory Committee (HAC), Community First Foundation (CFF), Heading Home, and other local and regional initiatives launched to address homelessness.

According to stakeholders, the primary gaps within the current system include a lack of funds to adequately address needs; a lack of services and programming to help individuals and families avoid homelessness; and the City's limited shelter capacity to serve persons experiencing homelessness. Additionally, the City identifies the following challenges and difficulties in delivering services for the City's homeless population: homeless persons often have frequent contact with the criminal justice system; there is no emergency shelter in Arvada or in Jefferson County; homeless persons are often siloed without strong principles and operating partnerships; there is a lack of affordable and permanent supportive housing; and notable community opposition to programs that serve persons experiencing homelessness.

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

To overcome the gaps in Arvada's institutional structure and service delivery system, the City will focus on homelessness prevention by cultivating homeless prevention services for individuals and households at-risk of homelessness and by exploring the creation of an eviction/foreclosure prevention program to serve all at-risk households in Arvada. More specifically, the City intends to increase diversion and prevention services through the City's Homelessness Resolution Case Managers; facilitate a strong relationship with the Colorado Gives Foundation's Colorado Pay it Forward Fund to create enhanced job training programs and opportunities; develop partnerships with the Arvada Chamber of Commerce's Career Coach program, Cross Purpose, and/or the Center for Work Education and Employment; and to facilitate augmented partnerships to offer housing and financial counseling services and poverty reduction and prevention assistance.

SP-45 Goals - 91.415, 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	Encourage the Development of Affordable and Workforce Development	2025	2029	Affordable Housing Fair Housing	Citywide	Affordable Housing Neighborhood Improvements	\$462,500	25 LMI household unit;
2	Maintain and Improve Housing and Neighborhoods	2025	2029	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Housing and Neighborhood Improvements	\$1,000,000	60 residents in LMI residents benefit
3	Support Human Service and Resource Development	2025	2029	Homeless Non-Homeless Special Needs	Citywide	Human Services and Resources	\$337,500 (15% max)	10,000 LMI residents benefit
4	CDBG Planning and Administration	2025	2029	N/A	N/A	All Priority Needs	\$450,000 (20% max)	N/A

Table 14 – Goals Summary

Goal Descriptions

1	Goal Name	Encourage the Development of Affordable and Workforce Housing
	Goal Description	The City of Arvada will encourage the development of affordable and workforce housing opportunities citywide by allocating CDBG funds to support affordable and workforce housing projects and to provide gap financing support to affordable housing developers, as funding allows.

2	Goal Name	Improve Housing and Neighborhoods
	Goal Description	The City of Arvada will allocate CDBG funds to support programs, activities, and projects that improve the condition of the City's housing supply, as well as projects focused on improving the City's neighborhoods specifically those with limited access to high quality housing, community assets, and public services or facilities.
3	Goal Name	Support Human Service and Resource Development
	Goal Description	To address the rise in homelessness, and to ensure households remain stably housed, the City will continue to support the development and facilitation of human services and human resources in Arvada. The City will focus human services and resources on the most vulnerable populations to displacement, housing instability, and homelessness; and provide targeted services which may include but are not limited to: housing navigation and placement assistance, eviction/foreclosure prevention, emergency rental assistance, and/or short-term financial assistance to make rental, mortgage, and utility payments.
4	Goal Name	CDBG Planning and Administration
	Goal Description	Funds to support the planning and administration of CDBG programs.

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)

Please see the Jefferson County Consortium Consolidated Plan for the allocation of HOME dollars. Jefferson County is the lead agency of the HOME Consortium, of which the City of Arvada is a member.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The City continues to use federal block grant funds for activities and programs that address lead-based paint hazards in existing housing units specifically through the City's Essential Home Repairs Program which tests for lead hazards during housing rehabilitation. When lead-based paint is detected during housing rehabilitation, the City takes the actions necessary to address the issue. The City takes actions to increase access to housing without lead-based paint hazards (especially for low and moderate income households) by making the expenses related to these hazards eligible to be covered by the program.

How are the actions listed above integrated into housing policies and procedures?

The City's Essential Home Program provides for Notice of Lead-Based Paint Inspection and Risk Assessment as part of the housing rehabilitation process and makes the costs of mitigating lead-based paint eligible to be covered by the program. The program states that eligible costs as part of the program include expenses to meet items including: 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 - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City is committed to reducing the number of poverty-level families by expanding economic opportunities and improving financial stability, increasing access to affordable childcare, and by increasing the local supply of rental and ownership units affordable to lower income families. Arvada's Housing Strategy, for example, committed the City to continuing existing program funding (supported by federal and state funds) and service delivery partnerships to support low income households and families.

Additionally, the Chamber's 2026 BOLD Initiative outlines the goals, programs, and policies for reducing the number of poverty-level families. These strategies are largely focused on reducing barriers to childcare for families in Arvada and increasing the availability of affordable childcare. Strategies include but are not limited to:

- Catalyze a coordinated regional approach to increasing Arvada's childcare capacity by focusing on childcare solutions for caregivers who need or want work but do not have childcare that is accessible, affordable, and beneficial to their child's development. Action items include: assess current childcare availability and public results/demand data and identify opportunities for public-private partnerships.
- Take direct action by addressing staff shortages in the childcare sector; assisting childcare facilities in staff recruitment; supporting the retention and expansion efforts of existing childcare facilities; implementing creative business model approaches to support employers; and by developing and sharing a database with employers on the availability of childcare in and around Arvada for employers to offer employees.
- Build community support and ensure accommodative public policy by reviewing policy and regulatory barriers impeding the ability to expand childcare access; developing and implementing a policy agenda focused on mitigating barriers to low income families; publishing case studies on successes to foster additional investments; and by implementing communications strategies to build public awareness and support for childcare solutions.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The City's poverty reducing goals, programs, and policies are coordinated with the 2025-2029 Consolidated Plan (including the Strategic Plan and Action Plan) by focusing on expanding access to economic development opportunities and by increasing the availability of affordable childcare for low income families. These initiatives, programs, and services will allow lower income households with children to access higher paying jobs, increase their incomes and exit poverty, and access more housing opportunities in Arvada.

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

City staff consult with regional HUD representatives to determine the processes required to acquire CDBG funds for housing and community development activities. This has previously included (and will continue to include) site visits to activity sites and providing contact information for City staff involved in CDBG-funded projects or activities. The City complies with applicable HUD program requirements—specifically requirements related to Section 3, Davis Bacon, and other CDBG-related requirements. In 2023, the City conducted in-person subrecipient monitoring of all subrecipients of CDBG funds.

Additionally, City staff within the Housing Division maintain frequent contact with related personnel and with the City Finance team to monitor program expenditures and related information in the IDIS system to process funding and expenditures. Finance Department staff also accompany Housing Division staff on subrecipient on-site monitoring as needed.

Arvada Annual Action Plan

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

This section of the City's Action Plan outlines the resources the City expects to receive for the 2025 program year. If funding levels are similar to previous program years, the City of Arvada expects to receive approximately \$450,000 in CDBG funds to address housing and community development needs during the 2025 program year.

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	\$450,000	\$155,719	\$530,208	\$1,135,927	\$1,800,000	Expected amount available account for annual allocation at volumes similar to year 1 for remaining years.

Table 15 - 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

The City uses CDBG and other private and city funds for housing and community development activities. Federal dollars are leveraged with Section 8 funds and dollars from the City's General Fund.

If appropriate, describe publicly owned land or property located within the state that may be used to address the needs identified in the plan

The City does not currently propose to use any publicly owned land to address the needs identified in the Consolidated Plan. However, the City will remain open to this as a strategy to increase affordable and workforce housing opportunities.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Encourage the Development of Affordable and Workforce Development	2025	2029	Affordable Housing	Citywide	Affordable Housing Neighborhood Improvements	\$50,000	5 LMI household unit;
2	Maintain and Improve Housing and Neighborhoods	2025	2029	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Housing and Neighborhood Improvements	\$242,500	12 residents in LMI residents benefit
3	Support Human Service and Resource Development	2025	2029	Homeless Non-Homeless Special Needs	Citywide	Human Services and Resources	\$67,500 (15% max)	2,000 LMI residents benefit
4	CDBG Planning and Administration	2025	2029	N/A	N/A	All Priority Needs	\$90,000 (20% max)	N/A

Table 16 – Goals Summary

Goal Descriptions

1	Goal Name	Encourage the Development of Affordable and Workforce Housing
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	Goal Description	The City of Arvada will encourage the development of affordable and workforce housing opportunities citywide by allocating CDBG funds to support affordable and workforce housing projects and to provide gap financing support to affordable housing developers, as funding allows.
2	Goal Name	Improve Housing and Neighborhoods
	Goal Description	The City of Arvada will allocate CDBG funds to support programs, activities, and projects that improve the condition of the City's housing supply, as well as projects focused on improving the City's neighborhoods specifically those with limited access to high quality housing, community assets, and public services or facilities.
3	Goal Name	Support Human Service and Resource Development
	Goal Description	To address the rise in homelessness, and to ensure households remain stably housed, the City will continue to support the development and facilitation of human services and human resources in Arvada. The City will focus human services and resources on the most vulnerable populations to displacement, housing instability, and homelessness; and provide targeted services which may include but are not limited to: housing navigation and placement assistance, eviction/foreclosure prevention, emergency rental assistance, and/or short-term financial assistance to make rental, mortgage, and utility payments.
4	Goal Name	CDBG Planning and Administration
	Goal Description	Funds to support the planning and administration of CDBG programs.

AP-35 Projects - 91.420, 91.220(d)

Introduction

This section provides the projects and activities that the City of Arvada will pursue during the 2025 program year to address the housing and community development needs identified in this plan.

City of Arvada 2025 CDBG Allocation Funding	
CDBG Admin & Planning	\$90,000
Public Services	\$67,500
Public Facilities and Infrastructure Improvements	\$50,000
Parks, Recreational Facilities	\$242,500
Total	\$450,000

Table 17 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

In addition to this year's allocation, the City will dedicate \$155,719 in available program income for Essential Home Repairs.

The allocation priorities were determined by the identified need to provide more affordable housing opportunities for low to moderate income households (including Arvada's workforce), increase access to critical human services and resources, and to continue to support housing stability through housing and neighborhood improvement projects and activities.

The primary obstacles to addressing underserved needs in the community were identified by stakeholders and by City staff as lack of funds for programs and services to meet demand and limited staff and program capacity to bolster the services that are most needed in Arvada. Additionally, community pushback to affordable and supportive housing has made it increasingly difficult for the City to increase the local supply of housing that is affordable to low income households and to essential workers.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The geographic distribution of CDBG will be determined by the projects and activities funded. All funds will be utilized for low to moderate income households within the City of Arvada. Note that the geographic distribution of HOME funds are determined by the Jefferson County HOME Consortium, of which Jefferson County is the lead agency.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 18 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City bases the geographic allocation of housing and community development funds on community needs as well as the geographic distribution of low and moderate income persons and households in the city.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

This section describes the other actions that the City plans to undertake during the program year to help meet its annual goal and objectives.

Actions planned to address obstacles to meeting underserved needs

The primary obstacles to meeting underserved needs in Arvada are limited funding and staff capacity, and barriers to creating affordable housing opportunities (e.g., development barriers and NIMBYism). These obstacles were identified by City staff, relevant stakeholders and community advocates, and by affordable and non-profit developers with housing projects in the area.

To address these obstacles, and to meet underserved needs in the community, the City plans to create a new, dedicated and sustainable revenue source for the Arvada Affordable Housing Fund (AAHF) which was created to support affordable developers and provide gap financing for affordable and attainable projects. (Currently, the AAHF is underfunded for projected needs and does not have a dedicated and sustainable revenue source to help the City meet its housing goals.) The City plans to identify a revenue source through the following action items adopted by the Housing Strategy: consider the feasibility and impact of a small sales or property tax increase; study potential local funding tools and determine the most appropriate source of funds for Arvada; evaluate funding streams for projects in peer cities/communities; and determine concrete priorities for the fund.

Actions planned to foster and maintain affordable housing

The City of Arvada adopted the Housing Strategic Plan which includes several short- and long-term strategies and action items to foster and maintain affordable housing. For example, the City plans to invest in the production of income-restricted housing (and to prioritize projects that meet identified housing needs) by setting annual priorities for the allocation of housing project funds.

The City also plans to invest in the preservation of affordable housing (including naturally occurring affordable housing and properties with expiring affordability contracts) by establishing partnerships with local non-profits, housing providers, affordable developers, and other entities who can acquire expiring income-restricted properties and units; work with peer communities to understand existing preservation programs and evaluate the feasibility of similar programs in Arvada; and continue to work across City departments to evaluate how decisions in other areas may impact the affordability of Arvada's existing housing stock.

Additionally, the City of Arvada will foster and maintain affordable housing through land use and zoning reforms. The Housing Strategy recommends that Arvada update the "affordable" definition to include an affordable for-sale definition, defined by income-restrictions and AMIs rather than LIHTC; consider deeper parking reductions for affordable multi-family projects; consider administrative approvals for affordable developments in mixed-use zones; consider design incentives or alternatives for affordable projects; and/or consider density bonuses for both multi-family and single family affordable projects.

Actions planned to reduce lead-based paint hazards

The City will continue to support the Single Family Home Repairs Program which provides critical home repair assistance (including lead-based paint testing and abatement) to low and moderate income homeowners in Arvada. The program is administered in collaboration with Brothers Redevelopment to offer home repair and modification assistance to qualified persons with disabilities, low income individuals and families, and seniors that need crucial home repairs and modifications. As part of the program, homes are tested for lead-based paint hazards and related costs are eligible to be covered by the program.

Actions planned to reduce the number of poverty-level families

The City will work to reduce the number of poverty-level families by launching new economic development initiatives and by expanding access to affordable and high quality childcare in the community through the Chamber of Commerce's BOLD Initiative (among other local and regional planning efforts) and by continuing to allocate funds to Arvada's Human Services Program which provides financial support to various non-profit agencies that provide critical services to City residents. The City will also work to reduce the number of families in poverty through the Arvada Homeless Navigation Program (AHNP) which is committed to assisting homeless individuals and families in locating permanent housing. Service participation is voluntary and is limited to homeless persons and families that are seeking housing—regardless of other circumstances.

Actions planned to develop institutional structure

To implement the goals and strategies outlined in this plan, and in local housing plans, the City of Arvada will monitor staffing needs within the Housing Division and add capacity as needed and will continue to engage with the Housing Advisory Committee (HAC) as a way to establish housing priorities, funding criteria, and goals for affordable housing. The City will also continue to work with the Human Services Advisory Committee to improve the City's service delivery system to better meet the needs of low income households and special needs populations by providing more targeted recommendations for funding to City staff and City Council members.

Actions planned to enhance coordination between public and private housing and social service agencies

To better address housing and service needs in Arvada, the City will work to enhance and improve coordination between public and private housing and social service agencies by working with non-profit and private entities to increase housing and services including but not limited to: Habitat for Humanity, Family Tree, Beyond Home, Brothers Redevelopment, Mission Arvada, The Action Center, and other agencies that may assist the City in increasing affordable and/or supportive housing opportunities for the most vulnerable residents in Arvada. The City will expand on these efforts by looking for opportunities to develop partnerships and/or participate in ongoing partnerships at the local, regional, and state levels.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 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
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
3. The amount of surplus funds from urban renewal settlements
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.
5. The amount of income from float-funded activities

Total Program Income

Other CDBG Requirements

1. The amount of urgent need activities



REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: May 6, 2025

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)
Randy Moorman	Arvada Audit Committee Arvada Center for the Arts and Humanities Arvada Sustainability Committee CML Policy Committee Jefferson Parkway Public Highway Authority Northwest Parkway Authority (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) Housing Advisory Committee Olde Town Business Improvement (BID) (Alternate)
Sharon Davis	Apex Coordinating Committee Arvada Municipal Court/Judicial Committee

	CML Policy Committee Denver Regional Council of Governments (DRCOG) Jefferson Economic Development Council (JDEC) E-470 Authority (Alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) Jefferson County Community Corrections Board
Bob Fifer	Arvada City Attorney Committee Arvada Fire Protection District Coordinating Committee Arvada Transportation 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)
Brad Rupert	Adams County Regional Economic Partnership (ACREP) (Alternate) Arvada Chamber of Commerce Government Affairs Committee Arvada Fire Protection District Coordinating Committee Denver Regional Council of Governments (DRCOG) (Alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) Jefferson County Community Corrections Board (Alternate) Smart City Advisory Committee Jefferson County R-1 Schools Coordinating Committee West Connect Coalition (Alternate)

*asterisked committees are not appointed by Council



REPORT TO CITY COUNCIL

AGENDA ITEM
13.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 6, 2025

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, Interim City Manager, Linda Haley, 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 4/22/2025

Linda Haley, Acting City Manager 4/22/2025

Enclosure, exhibits & attachments required to support the report

2025 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
2026 Water, Wastewater and Stormwater Rates/Fees Workshop (#1) This workshop will provide a summary of the enterprise funds' foundational financial and project planning information, along with a request for direction regarding fee scenarios to bring back to the next workshops for final adoption in October.	May 13	PW
	May 27	
W. 64th Avenue Sub-Area Planning Workshop @Business Meeting	June 3	CED
Budget Presentation – 10-Year Models	June 10	Finance
Budget Presentation – 10-Year CIP	June 10	Finance
No Meeting – CML Conference	June 24	
Utilities Rate / Fee Process (#2) @Business Meeting In this workshop the City team will review the direction the Council provided in May and discuss initial financial scenarios.	July 1	PW
Micromobility The Shared Micromobility workshop will provide a comprehensive status update on the program which has been operational since January 2022. It will highlight key metrics, including usage trends and operational changes, to inform a discussion of future plans for the program.	July 8	PW
Transportation System Plan This workshop will focus on sharing the final plan and executive summary. The team will provide an overview of key findings, priorities, and implementation strategies.	July 8	PW
No Meeting – Appointee Evaluations	Jul 22	
Utilities Rate / Fee Scenarios (#3) This workshop will review direction provided at the July workshop and discuss refined scenarios that the City team will provide.	Aug 12	PW
Boards and Commissions	Aug 26	
Final Rates / Fees (#4) This workshop will include a final discussion about the proposed fee scenarios, and seek direction for the water, sewer and stormwater scenarios to bring back for final adoption in October.	Sept 9	PW
Certified Local Government (CLG) Discussion and Consideration (Tentative)	Sept 23	CED
Budget Workshop	Sept 23	Fin
Budget Workshop	Oct 14	Fin
	Oct 28	
	Dec 9	
Building Code Update	TBD	CED
Climate Action and Sustainability Plan Update @Business Meeting The City team and consultants will be providing an update on the draft Climate Action and Sustainability Plan. We will be seeking input from the Council on direction and priorities to include in the final plan we intend to bring forward for adoption in January.	TBD	Utilities
Sidewalk Assistance (formerly 50/50 program)	TBD	PW
Parks Master Plan	TBD	VCN
PRESENTATIONS		
Arvada Arts and Culture Commission Presentation	May 6	VCN
STUDY SESSIONS		
Transportation System Plan @4:00 This study session will provide an opportunity to review the Implementation Strategy of the Transportation System Plan, including the prioritized project list, long-term funding outlook, and	May 20	PW

potential strategies to fund the plan's unfunded projects.		
City Expenditures, BID and Chamber funding	TBD	Finance
Waste Diversion Plan	TBD	PW
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		