City of Arvada
City Council Agenda
MARCH 3, 2026

Councilmembers:
Lauren Simpson, Mayor
Randy Moorman, Mayor Pro-Tem
Shawna Ambrose, District 2
Sharon Davis, At large
Bob Fifer, District 4
Michael P. Griffith, At large
Rebecka Lovisone, District 3

Staff Members Usually Present:
Don Wick, City Manager
Linda Haley, Deputy City Manager
Allison Scheck, Deputy City Manager
Rachel Morris, City Attorney
Jacqueline Rhoades, Director of Infrastructure
Jessica Garner, Director of Community & Econ. Dev.
Bryan Archer, Chief Financial Officer
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 (If Needed)
5:00 P.M.

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

1. Call to Order - 6:00 PM

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

3. Roll Call of Councilmembers

4. Approval of Minutes
   A. February 17, 2026, City Council Meeting

5. Recognitions and Communications
   A. Presentation of After Prom Checks - Presented by Councilmember Ambrose
   B. Proclamation for Colorectal Cancer Awareness Month - Presented by Councilmember Davis
   C. Proclamation for American Red Cross Month - Presented by Councilmember Fifer

6. Presentations - None

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

8. New Business
   A. Consent Agenda
      1. R26-013, A Resolution Approving a License Agreement by and between the City of Arvada and Jefferson County Public Library, for the Grant of a Revocable Encroachment License to Install a Canopy in the West 57th Avenue Right-of-Way
      2. R26-014, A Resolution Approving a License Agreement by and between the City of Arvada and Jefferson County Public Library, for the Grant of a Revocable Encroachment License to

Install a Retaining Wall and Fence on 5726 Wadsworth Boulevard (Olde Town Square)

3. R26-015, A Resolution Authorizing an Agreement Between the City of Arvada and HDR Engineering, Inc. for Professional Engineering Consulting Services Relating to the Raw and Finished Infrastructure Project in Connection with the Replacement Treatment Plant Program in an Amount Not to Exceed $2,544,200.00

4. R26-016, A Resolution Authorizing an Agreement Between the City of Arvada and Diamond Contracting Corp. for the 2025 Water Main Replacement Project, Project No. 25-WA-01, in an Amount Not to Exceed $4,767,757.00

5. R26-017, A Resolution Accepting an Annexation Petition for Annexing Certain Land Into the City of Arvada for Residential Property Water Service, Martinez Annexation No. 1, a 0.060 Acre Parcel of Land Approximately Located at 5044 Carr Street, in the City of Arvada, County of Jefferson, State of Colorado Finding said petition Substantially Compliant with C.R.S 31-12-107 (1) and Setting a Public Hearing for April 21, 2026, 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation

6. R26-018, A Resolution Accepting an Annexation Petition for Annexing Certain Land Into the City of Arvada for Residential Property Water Service, Martinez Annexation No. 2, a 1.11 Acre Parcel of Land Approximately Located at 5044 Carr Street, in the City of Arvada, County of Jefferson, State of Colorado Finding said petition Substantially Compliant with C.R.S 31-12-107 (1) and Setting a Public Hearing for April 21, 2026, 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation

7. R26-019, A Resolution Authorizing an Agreement Between the City of Arvada and Metta Urban Design LLC for Professional Services Relating to the Management and Development of the Comprehensive Plan in an Amount Not to Exceed $700,000 in the First Year

8. R26-020, A Resolution Authorizing a Modification to the Adams County Open Space Grant Agreement #OSG2018-00015

B. Resolutions - None

C. Ordinances (First Reading)

1. CB26-005, An Ordinance Repealing and Reenacting Chapter 18, Buildings and Building Regulations, of the Arvada City Code through the Adoption of General and Administrative Provisions and the Adoption, by Reference, of the 2024 International Building Code, the 2024 International Residential Code, the Colorado Low Energy and Carbon Code based on the 2024 International Energy Conservation Code, the 2024 International Existing Building Code, the 2024 International Fuel Gas Code, the 2024 International Mechanical Code, the 2024 International Plumbing Code, the 2024 International Property Maintenance Code, the 2024 International Swimming Pool and Spa Code, the most current National Electrical Code from the National Fire Protection Association, and the Adoption of Penalties for Violations thereof (Public Hearing to be set for March 24, 2026 at 6:15 p.m.)

2. CB26-006, An Ordinance Repealing and Reenacting Chapter 42, Fire Prevention and Protection of The Arvada City Code, Through Adoption by Reference of the 2024 International Fire Code Published by the International Code Council, and Establishing Penalties for Violation Thereof (Public Hearing to be set for March 24, 2026 at 6:15 p.m.)

3. CB26-007, An Ordinance Enacting a New Chapter 106 of the City Code of the City of Arvada, Colorado Relating to the Establishment of the Arvada Wildfire Resiliency Code (Public Hearing to be set for March 24, 2026 at 6:15 p.m.)

9. Other

A. Ratification and Approval of CP2025-0005 a Resolution by the Planning Commission for the City of Arvada, Colorado, Adopting the 2014 Arvada Comprehensive Plan as Arvada's Three Mile Plan Pursuant to Section 31-12-105(1)(E), C.R.S., as Amended (Presenter: Rob Smetana, Manager of City Planning and Development)

10. Public Hearings - 6:15 PM

A. CB26-002, An Ordinance Repealing and Reenacting Chapter 66, Parks and Recreation, of the Arvada City Code (Ordinance No. 4918) (Presenter: Ryan Stevenson, VCN Director)

B. CB26-003, An Ordinance Repealing and Reenacting Section 6-3, Reporting of Disorderly Conduct, of Article I, General, of Chapter 6, Alcoholic Beverages; Repealing Section 6-8, Illegal Possession or Consumption of Ethyl Alcohol by an Underage Person, of Article I, General, of Chapter 6, Alcoholic Beverages; Repealing Article II, Trial by Jury, of Chapter 58, Municipal Court; and Repealing and Reenacting Chapter 62, Offenses, of the Arvada City Code (Ordinance No. 4919) (Presenter: Katie Kurtz, Presiding Municipal Judge & Janelle Miller, Assistant City Attorney II)

C. CB26-004, An Ordinance Repealing and Reenacting Section 59-3, Statement of Costs or Assessments, of Chapter 59, Municipal Liens, of the Arvada City Code to Account for Increased Administrative Costs in Processing Municipal Liens (Ordinance No. 4920) (Presenter: Bryan Archer CFO)

1. R26-021, A Resolution Adopting a Revised Administrative Fee Schedule for the City Clerk (Presenter: Zach Woolweaver, Asst. City Attorney)

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 FEBRURY 17, 2026

A. Instructions to Negotiators, Pursuant to CRS 24-6-402(4)(e) and Legal Advice, Pursuant to CRS 24-6- 402(4)(b) regarding Request for Boundary Change of JCMD No. 1 and JCMD NO. 2

Councilmember Fifer moved to go into executive session for Instructions to Negotiators, Pursuant to CRS 24-6-402(4)(e) and Legal Advice, Pursuant to CRS 24-6- 402(4)(b) regarding Request for Boundary Change of JCMD No. 1 and JCMD NO. 2

The following votes were cast on the Motion:
Those voting Yes: Moorman, Davis, Fifer, Griffith, Lovisone
Those Absent: Simpson, Ambrose
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 Pro Tem Randy Moorman, Councilmember Sharon Davis, Councilmember Bob Fifer, Councilmember Michael Griffith, Councilmember Rebecka Lovisone.

Councilmember Fifer moved that Mayor Simpson and Councilmember Ambrose be excused from the meeting.

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

Also Present: Don Wick, City Manager, Rachel Morris, City Attorney, Linda Haley, Deputy City Manager, Allison Scheck, Deputy City Manager, Bryan Archer, Chief Financial Officer, Jacqueline Rhoades, Director of Infrastructure, Jessica Garner, Director of Community and Economic Development, Jessie Bauters, Communications Manager, Department of Community and Economic Development and Kristen Rush, City Clerk.

4. Approval of Minutes – February 3 and February 10, 2025

The minutes stand approved.

5. Recognition and Communication – None

6. Public Comment –

A. Patty Shannon, Arvada resident, addressed council regarding chapter 66. amendments.
B. Mike Rawluk, Golden resident, addressed council regarding chapter 66 amendments.
C. Alex Pray, Chair of the Sustainability Committee, addressed council regarding the Climate and Sustainability Action Plan.
D. Robert Craig, Arvada resident, addressed council regarding noise from the Take 5 Car Wash.

7. New Business

A. Consent Agenda –

1. R26-010 A Resolution Approving a License Agreement by and between the City of Arvada and Gurumurthi Ravishankar, for the Grant of a Revocable Encroachment License to Install a Trellis in the West 67th Avenue Right-of-Way
2. R26-011 A Resolution Authorizing A Master License Agreement By and Between the City of Arvada and Forged Fiber 37, LLC

Resolution R26-011 was removed from the consent agenda.

Councilmember Fifer moved that R26-010, A Resolution Approving a License Agreement by and between the City of Arvada and Gurumurthi Ravishankar, for the Grant of a Revocable Encroachment License to Install a Trellis in the West 67th Avenue Right-of-Way, be approved.

Claudia Vaughn, City Engineer, reviewed R26-011 with council.

Councilmember Fifer moved that R26-011, A Resolution Authorizing A Master License Agreement By and Between the City of Arvada and Forged Fiber 37, LLC, be continued to April 21, 2026.

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

B. Resolutions – None

C. Ordinances (First Reading) -

1. CB26-002 An Ordinance Repealing and Reenacting Chapter 66, Parks and Recreation, of the Arvada City Code (Public Hearing to be set for March 3, 2026 at 6:15 p.m.)
2. CB26-003 An Ordinance Repealing and Reenacting Section 6-3, Reporting of Disorderly Conduct, of Article I, General, of Chapter 6, Alcoholic Beverages; Repealing Section 6-8, Illegal Possession or Consumption of Ethyl Alcohol by an Underage Person, of Article I, General, of Chapter 6, Alcoholic Beverages; Repealing Article II, Trial by Jury, of Chapter 58, Municipal Court; and Repealing and Reenacting Chapter

62, Offenses, of the Arvada City Code (Public Hearing to be set for March 3, 2026 at 6:15 p.m.)

3. CB26-004 An Ordinance Repealing and Reenacting Section 59-3, Statement of Costs or Assessments, of Chapter 59, Municipal Liens, of the Arvada City Code to Account for Increased Administrative Costs in Processing Municipal Liens (Public Hearing to be set for March 3, 2026 at 6:15 p.m.)

Councilmember Lovisone moved that CB26-002, An Ordinance Repealing and Reenacting Chapter 66, Parks and Recreation, of the Arvada City Code; CB26-003, An Ordinance Repealing and Reenacting Section 6-3, Reporting of Disorderly Conduct, of Article I, General, of Chapter 6, Alcoholic Beverages; Repealing Section 6-8, Illegal Possession or Consumption of Ethyl Alcohol by an Underage Person, of Article I, General, of Chapter 6, Alcoholic Beverages; Repealing Article II, Trial by Jury, of Chapter 58, Municipal Court; and Repealing and Reenacting Chapter 62, Offenses, of the Arvada City Code; CB26-004, An Ordinance Repealing and Reenacting Section 59-3, Statement of Costs or Assessments, of Chapter 59, Municipal Liens, of the Arvada City Code to Account for Increased Administrative Costs in Processing Municipal Liens, be approved on first reading, ordered published in full and a public hearing set for March 3, 2026, at 6:15 p.m.

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

10. Public Hearings –

A. CB26-001 An Ordinance Repealing and Reenacting or Amending Various Sections of the Land Development Code of the Arvada City Code Relating to Short-Term Rentals (Ordinance No. 4917) (Presenter: Nora Steenson, Deputy City Attorney)

1. R26-012 A Resolution Adopting Short-Term Rental Program Rules

Mayor Pro Tem Moorman opened the public hearing on CB26-001 and R26-012.

Nora Steenson, Deputy City Attorney, Jessica Garner, Director of Community and Economic Development, Allison Scheck, Deputy City Manager and Josie Suk, Deputy Director of Community and Economic Development, reviewed this ordinance and resolution with council.

Public Testimony: Kyle Rocco, Arvada resident, short term rental owner
Brett Dickerson, Arvada resident, short term rental owner
Robert Slay, Arvada resident,
Mary Hallbrook, Arvada resident,
Robert Treta, Arvada resident,

Mayor Pro Tem Moorman closed the public hearing.

Councilmember Fifer moved that CB26-001, An Ordinance Repealing and Reenacting or Amending Various Sections of the Land Development Code of the Arvada City Code Relating to Short-Term Rentals, be approved on final reading, numbered 4917 and ordered published by title only.

Councilmember Griffith moved to amend the main motion such that subsection 3-1-5-3.H of the Land Development Code of the proposed ordinance be revised to allow each permittee to hold up to three permits per permittee, and that any other necessary changes be made to the ordinance or to the proposed Short Term Rental program rules to conform to this amendment.

The following votes were cast on the Amendment to the Motion:
Those voting Yes: Moorman, Davis, Fifer, Griffith, Lovisone
Those Absent: Simpson, Ambrose
The Motion was Approved

Councilmember Lovisone moved to amend the main motion such that Subsection 3-1-3-3.H of the Land Development Code of the proposed ordinance be revised to change the date of the "grandfather" or "legacy" provision to February 17, 2026, and that any other necessary changes be made to the ordinance or to the proposed short term rental program rules to conform to this amendment.

[Due to an oversight, the City team revised the date contained in LDC subsection 3-1-5-3.H.1.a to read May 1, 2026. This date aligns with the effective date of the ordinance. The published ordinance included this revision.]

The following votes were cast on the Amendment to the Motion:
Those voting Yes: Moorman, Davis, Fifer, Griffith, Lovisone
Those Absent: Simpson, Ambrose
The Motion was Approved

Nora Steenson, Deputy City Attorney, reviewed Councilmember Fifer's main motion that CB26-001, An Ordinance Repealing and Reenacting or Amending Various Sections of the Land Development Code of the Arvada City Code Relating to Short-Term Rentals, be approved on final reading, numbered 4917 and ordered published in full with the two motions that have previously been made and approved by city council, the first relating to the number of permits per permittee and the second relating to the grandfather or legacy clause.

The following votes were cast on the Main Motion as amended:
Those voting Yes: Moorman, Davis, Fifer, Griffith, Lovisone
Those Absent: Simpson, Ambrose
The Motion was Approved

Councilmember Davis moved that R26-012, A Resolution Adopting Short-Term Rental Program Rules, be approved as amended.

The following votes were cast on the Motion:

Those voting Yes: Moorman, Davis, Fifer, Griffith, Lovisone
Those Absent: Simpson, Ambrose
The Motion was Approved

11. Other - None

12. Public Comment - Five Minute Limit –
    A. Lynn Clemens, Arvada resident, addressed council regarding traffic in west Arvada.
    B. Mark Breese, Arvada resident, addressed council regarding the Land Development Code and Wildfire risks.
    C. Mike Rawluk, Golden resident, addressed council regarding wildfire protection plans.
    D. Robert Treta, Arvada resident, addressed council regarding short term rentals.

13. City Council Reports –
    A. Councilmember Lovisone said that she would discuss short term rentals with the Olde Town Business Improvement District Board.
    B. Mayor Pro Tem Moorman said that Romeo and Juliet opened at the Arvada Center

14. City Manager Reports –
    A. Don Wick, City Manager, discussed the new platform for AskArvada.
    B. Mr. Wick discussed the school district's plans for empty schools.
    C. Mr. Wick reviewed the upcoming council schedule.

15. City Attorney Reports – None

16. Adjournment at 9:00 p.m.

_____
Lauren Simpson, Mayor

SEAL:

_____
Kristen R. Rush, City Clerk

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 5.A.

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: Presentation of After Prom Checks - Presented by Councilmember Ambrose

Report in Brief

Each year at this time, the City Council acknowledges the partnerships of school staff, parents, local businesses, Arvada School Resource Officers and others who join together to create a free, safe place for high school students to meet after prom. With elaborate decorations and creative themes, high schools are transformed into imaginative places for the students to gather.

All night and into the early morning they can eat, play games, win prizes and safely party with friends at no cost. These After Prom parties provide a safe alternative to high-risk behaviors.

Each school has a committee of parent volunteers who spend countless hours collecting donations, planning, preparing for and staffing these events. It is estimated that each school hosts nearly 500 students (impacting nearly 2,500 teens) at After Prom parties.

Tonight we recognize the committee representatives from our local high schools who are committed to making these events a success on behalf of young people in Arvada and present each of the high schools a cash donation.

Arvada High School - Principal Caroline Frazee

Arvada West High School - Principal Micah Porter or representative

Pomona High School - Principal Patrick Rock

Ralston Valley High School - Principal Mica Buenning

Standley Lake High School - Principal Todd Rago or representative

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 02/09/2026
Megan McCall, Assistant City Attorney II 02/09/2026

Approved by:

Rachel Morris, City Attorney 02/11/2026
Allison Scheck, Deputy City Manager 02/11/2026

Linda Haley, Deputy City Manager 02/11/2026
Don Wick, City Manager 02/12/2026

Enclosure, exhibits & attachments required to support the report

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 5.B.

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: Proclamation for Colorectal Cancer Awareness Month - Presented by Councilmember Davis

Report in Brief

City Council will proclaim the month of March 2026 as Colorectal Cancer Awareness Month in Arvada.

Casey Bogenschutz, Director of the Oncology Service Line and Tammy White Uecker, Oncology Nurse Navigator at Lutheran Hospital will be present to accept the proclamation.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator	02/04/2026
Megan McCall, Assistant City Attorney II	02/09/2026

Approved by:

Rachel Morris, City Attorney	02/11/2026
Allison Scheck, Deputy City Manager	02/11/2026
Linda Haley, Deputy City Manager	02/11/2026
Don Wick, City Manager	02/12/2026

Enclosure, exhibits & attachments required to support the report

WHEREAS, colorectal cancer is the second-leading cause of cancer deaths in the United States among men and women combined and colorectal cancer is one of the few cancers that can be prevented with timely screening, 29% of eligible Coloradans are not up to date on screening; and

WHEREAS, Black, Indigenous and People of Color, rural, and uninsured Coloradans disproportionately lack access to colorectal cancer screening and colorectal cancer is the first and second leading cancer killer for those ages 20-49; and

WHEREAS, Black Americans are 20% more likely to be diagnosed with colorectal cancer and about 40% more likely to die from the disease than other groups and Hispanic and Black men in Colorado are nearly 1.5 times more likely to die from colorectal cancer; and

WHEREAS, in Colorado in 2025 there were approximately 2,130 new cases and 750 deaths from colorectal cancer; and

WHEREAS, the national goal established by the National Colorectal Cancer Roundtable is to strive to increase timely colorectal cancer screening rates to 80 percent in every community for all Americans eligible for screening; and

WHEREAS, observing a Colorectal Cancer Awareness Month during the month of March would provide a special opportunity to increase awareness and offer education on the importance of early detection and screening of colorectal cancer.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado, that the month of March, 2026 be designated as Colorectal Cancer Awareness Month in Arvada.

Dated this 3rd day of March, 2026.

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Bob Fifer, Councilmember

Michael P. Griffith, Councilmember

Rebecka Lovisone, Councilmember

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 5.C.

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: Proclamation for American Red Cross Month - Presented by Councilmember Fifer

Report in Brief

City Council will designate March 2026 as American Red Cross Month in Arvada.

Representatives from the American Red Cross of Colorado and Wyoming will be present to accept the proclamation.

Present will be:
John Seward, Volunteer Partner, Public Affairs & Government Relations
Andrea Miller, CEO
Catie Ballenger, Communications Director

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator	02/11/2026
Megan McCall, Assistant City Attorney II	02/11/2026

Approved by:

Rachel Morris, City Attorney	02/17/2026
Allison Scheck, Deputy City Manager	02/17/2026
Linda Haley, Deputy City Manager	02/17/2026
Don Wick, City Manager	02/17/2026

Enclosure, exhibits & attachments required to support the report

WHEREAS, in March, we celebrate American Red Cross Month by honoring our neighbors who make its humanitarian mission possible in the City of Arvada. Every day, their acts of kindness change lives, bringing relief, comfort, and hope when help can't wait. This compassionate spirit runs deep in our community, just as it has for 145 years through the American Red Cross; and

WHEREAS, last year, dedicated Red Cross volunteers opened emergency evacuation centers during wildfires and prolonged power outages, responded to home fires, and brought hope in times of darkness; and

WHEREAS, today, those who serve with the Colorado Region light the way during emergencies — whether it's delivering shelter, food and comfort after disasters; providing a safe, lifesaving blood supply for patients facing conditions like cancer treatments, childbirth complications and traumatic injuries; assisting military members, veterans and their families with 24/7 global support; or empowering individuals with skills like first aid and CPR that save lives; and

WHEREAS, these collective efforts are a powerful reminder that the strength of our community lies in our shared commitment to one another. As we mark Red Cross Month, let's celebrate our local heroes and resolve to continue lifting each other up, so no one faces an emergency alone.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council for the City of Arvada, Colorado that March 2026 be designated as American Red Cross Month in Arvada.

Dated this 3rd day of March 2026.

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Bob Fifer, Councilmember

Michael P. Griffith, Councilmember

Rebecka Lovisone, Councilmember

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 8.A.

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: Consent Agenda

Report in Brief

1. R26-013, A Resolution Approving a License Agreement by and between the City of Arvada and Jefferson County Public Library, for the Grant of a Revocable Encroachment License to Install a Canopy in the West 57th Avenue Right-of-Way

2. R26-014, A Resolution Approving a License Agreement by and between the City of Arvada and Jefferson County Public Library, for the Grant of a Revocable Encroachment License to Install a Retaining Wall and Fence on 5726 Wadsworth Boulevard (Olde Town Square)

3. R26-015, A Resolution Authorizing an Agreement Between the City of Arvada and HDR Engineering, Inc. for Professional Engineering Consulting Services Relating to the Raw and Finished Infrastructure Project in Connection with the Replacement Treatment Plant Program in an Amount Not to Exceed $2,544,200.00

4. R26-016, A Resolution Authorizing an Agreement Between the City of Arvada and Diamond Contracting Corp. for the 2025 Water Main Replacement Project, Project No. 25-WA-01, in an Amount Not to Exceed $4,767,757.00

5. R26-017, A Resolution Accepting an Annexation Petition for Annexing Certain Land Into the City of Arvada for Residential Property Water Service, Martinez Annexation No. 1, a 0.060 Acre Parcel of Land Approximately Located at 5044 Carr Street, in the City of Arvada, County of Jefferson, State of Colorado Finding said petition Substantially Compliant with C.R.S 31-12-107 (1) and Setting a Public Hearing for April 21, 2026, 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation

6. R26-018, A Resolution Accepting an Annexation Petition for Annexing Certain Land Into the City of Arvada for Residential Property Water Service, Martinez Annexation No. 2, a 1.11 Acre Parcel of Land Approximately Located at 5044 Carr Street, in the City of Arvada, County of Jefferson, State of Colorado Finding said petition Substantially Compliant with C.R.S 31-12-107 (1) and Setting a Public Hearing for April 21, 2026, 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation

7. R26-019, A Resolution Authorizing an Agreement Between the City of Arvada and Metta Urban Design LLC for Professional Services Relating to the Management and Development of the Comprehensive Plan in an Amount Not to Exceed $700,000 in the First Year

8. R26-020, A Resolution Authorizing a Modification to the Adams County Open Space Grant Agreement #OSG2018-00015

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

YES _____ NO _____ ABSENT _____

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

YES _____ NO _____ ABSENT _____

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report

CITY OF ARVADA

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

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: R26-013, A Resolution Approving a License Agreement by and between the City of Arvada and Jefferson County Public Library, for the Grant of a Revocable Encroachment License to Install a Canopy in the West 57th Avenue Right-of-Way

Report in Brief

Presenter: Rob Smetana, Planning Manager

The applicant, Jefferson County Public Library, is requesting a revocable license for an entrance canopy to cantilever into the West 57th Avenue right-of-way.

The Arvada team recommends that the City Council approve R26-013, A Resolution Approving a License Agreement by and between the City of Arvada and Jefferson County Public Library, for the Grant of a Revocable Encroachment License to Install a Canopy in the West 57th Avenue Right-of-Way.

Financial Impact

N/A

Background

Jefferson County Public Library is renovating the existing Olde Town Arvada Library, which includes redesigning the main entrance along the south elevation. As part of the scope of work, an entrance canopy has been designed to cantilever approximately four (4) feet over the existing West 57th Avenue right-of-way. There is approximately 116 inches of clearance from grade to the bottom of the canopy.

The City team has reviewed the request and has determined that the encroachment is acceptable, as it does not impede the adjacent sidewalk.

Discussion

It is the responsibility of the applicant to justify the requested land use application. The City Council should make a determination regarding the granting of the license based on its findings regarding the approval criteria shown in the table(s) below. The City team has evaluated the request and determined that the license will not impact City infrastructure and is acceptable.

Community and Economic Development team members performed an analysis of the proposal, based on the approval criteria listed in Section 3 of the Land Development Code, and presents the following findings:

Div. 8-3-5-8B Revocable Right-of-Way License Agreement	**Finding**	**Rationale**
1. The applicant agrees to the terms of a Revocable Right-of-Way License Agreement in a form approved by the City Attorney, including any insurance provision and provision that	Complies	The applicant has signed the Revocable Right-of-Way License Agreement.

indemnify and hold the City harmless from future damages or liability claims.		
2. The proposed sign, structure, or use complies with all applicable use, development, and design standards set forth in this LDC and the City of Arvada Municipal Code that have not otherwise been modified or waived.	Complies	The canopy complies with all applicable standards. The cantilevered portion of the canopy has a clearance height of approximately 116 inches.
3. The proposed sign, structure, or use shall not interfere with street intersection visibility, materially impede access to utilities or other facilities, or in any other way adversely affect the public health, safety, or welfare.	Complies	The canopy will not interfere with street intersection visibility and will not affect any utility infrastructure or adversely affect public health, safety, or welfare.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

If the revocable encroachment license is denied, the applicant will be required to revise the entrance canopy so it does not encroach into the City Right-of-Way.

Recommendation for Action

The Arvada team recommends that the City Council approve R26-013, A Resolution Approving a License Agreement by and between the City of Arvada and Jefferson County Public Library, for the Grant of a Revocable Encroachment License to Install a Canopy in the West 57th Avenue Right-of-Way.

Suggested Motion:

I move that R26-013, A Resolution Approving a License Agreement by and between the City of Arvada and Jefferson County Public Library, for the Grant of a Revocable Encroachment License to Install a Canopy in the West 57th Avenue Right-of-Way, be (approved) (rejected).

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Christopher Sandine, Planner II 02/10/2026

Josie Suk, Development Systems and Administrative Manager	02/10/2026
Rob Smetana, Planning Manager	02/10/2026
Jessica Garner, Director of Community and Economic Development	02/10/2026
Gail Walker, Legal Specialist-Contracts	02/11/2026
Kelsy Sargent, Assistant City Attorney	02/12/2026
Rachel Morris, City Attorney	02/17/2026
Allison Scheck, Deputy City Manager	02/17/2026
Don Wick, City Manager	02/17/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-013

A RESOLUTION APPROVING A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND JEFFERSON COUNTY PUBLIC LIBRARY, FOR THE GRANT OF A REVOCABLE ENCROACHMENT LICENSE TO INSTALL A CANOPY IN THE WEST 57TH AVENUE RIGHT-OF-WAY

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

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

Section 2. The City of Arvada hereby approves a grant of a revocable encroachment license.

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

APPROVED AND ADOPTED this 3rd day of March, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND JEFFERSON COUNTY PUBLIC LIBRARY FOR THE GRANT OF A REVOCABLE ENCROACHMENT LICENSE TO INSTALL A CANOPY IN THE WEST 57TH AVENUE RIGHT-OF-WAY

1.0 **PARTIES**. The parties to this license ("License") are the City of Arvada, a Colorado municipal corporation ("Arvada") at 8101 Ralston Road, Arvada, Colorado 80002, and Jefferson County Public Library, owner of the property adjacent to the encroachment area ("Licensee").

2.0 **RECITALS AND PURPOSE.**

2.1 Licensee is the owner of the real property at 7525 W. 57th Avenue in the City of Arvada, Colorado ("Owner's Property"). Arvada is the owner of real property, or has some interest in the real property, located adjacent to Owner's property and more commonly known as the W. 57th Avenue right-of-way ("Arvada's Property").

2.2 Licensee has expressed a desire to encroach upon a specific and limited portion of Arvada's Property for the purpose of installing a canopy as more fully depicted in **Exhibit A** (collectively the "Permitted Encroachments").

2.3 Arvada is willing to grant a revocable license to the Licensee under the terms and conditions as hereinafter specified in this License.

3.0 **TERMS AND CONDITIONS**. In consideration of Arvada's agreement to permit the Licensee to encroach upon Arvada's Property, and in consideration of the mutual promises and covenants contained herein, the sufficiency and adequacy of consideration being acknowledged by the parties, Arvada and Licensee agree as follows:

3.1 Arvada hereby grants to the Licensee a revocable license for the encroachment as described above, with such limitations as are set forth herein, including, but not limited to:

3.1.1 Any improvements allowed by this License to be kept upon Arvada's Property shall be so kept at Licensee's sole expense and Licensee agrees to maintain any such improvement in good repair during the period of this License.

3.1.2 Licensee understands and agrees that Arvada shall not be liable or responsible for any costs related to any damage, maintenance, repair, or removal of any structures kept upon Arvada's Property pursuant to this License.

3.2 The License as granted in paragraph 3.1 above shall continue from the date of this License to the time that this License is terminated. Arvada may terminate this License at any time by giving written notice to the Licensee 14 days in advance of the effective date of termination and specifying the date of termination therein and, in the event Arvada exercises said right to terminate, Licensee expressly agrees to remove any encroachments from Arvada's property by the effective date of termination and return such property to its original condition as promptly thereafter as is reasonably possible..

3.3 Licensee agrees that it will never institute any action or suit at law or in equity against Arvada or any of its officers or employees, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, or compensation for or on account of any damages, loss, or injury either to person or property, or both, known or unknown, past, present, or future, arising from the revocable license granted to Licensee herein.

3.4 Licensee agrees to self-insure, or to provide, secure, and maintain at all times during the term of this License commercial general liability insurance of at least $1,000,000 per occurrence, with an annual aggregate limit of $2,000,000, naming Arvada as an additional insured on the policy. Failure to maintain sufficient insurance shall not terminate, modify, preclude or limit the obligations of Licensee under this License or limit in any way Licensee's liability to or indemnification of Arvada for any reason. Arvada does not waive, nor shall anything herein be construed as a waiver of, any of the rights, privileges, or immunities granted to it under the Colorado Governmental Immunity Act, Section 24-10-101 *et seq*., C.R.S., as amended.

3.5 Licensee agrees to repair and reconstruct any damage to Arvada's property prior to or immediately upon termination of this License for any reason and return such property to its original condition at the expense of Licensee and at no expense to Arvada.

4.0 **ASSIGNMENT**. Except as may be the legal consequence, pursuant to paragraph 10 hereof, of a conveyance of Licensee's Property, this License shall not be assigned by Licensee without the prior written consent of Arvada which may withhold its consent for any reason.

5.0 **NOTICES.** Any notice required or permitted by this License shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by facsimile transmission or by U.S. 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 have been previously furnished in writing, to the other party and parties. Notice shall be deemed to have been given when deposited in the United States mail.

6.0 **EXHIBITS.** All exhibits referred to in this License are, by reference, incorporated herein for all purposes.

7.0 **INTEGRATION AND AMENDMENT.** This License represents the entire License between the parties and there are no oral or collateral agreements or understandings. This License may be amended only by an instrument in writing signed by the parties. If any other provision of this License is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this License shall continue in full force and effect.

8.0 **GOVERNING LAW AND VENUE**. This License shall be governed by the laws of the State of Colorado without reference to its conflicts of laws principles. Venue for any action arising under this License or for the enforcement of this License shall be in the appropriate court for Jefferson County, Colorado.

9.0 **WAIVER OF BREACH**. A waiver by any party of this License of the breach of any term or provision of this License shall not operate or be construed as a waiver of any subsequent breach of either party.

10.0 **BINDING EFFECT**. This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns and shall constitute covenants running with Owner's Property. This License shall be recorded with the Clerk and Recorder's Office of Jefferson County, Colorado.

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

DATED this _____ day of _____, 202_.

CITY OF ARVADA, a Colorado municipal corporation

_____
Lauren Simpson, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
For Rachel A. Morris, City Attorney

LICENSEE:

_____

By: Jefferson County Public Library
Owner

7525 W. 57th Avenue
Arvada CO 80002

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_, by _____ in the capacity as _____ of 7525 W. 57th Avenue, Arvada, CO 80002.

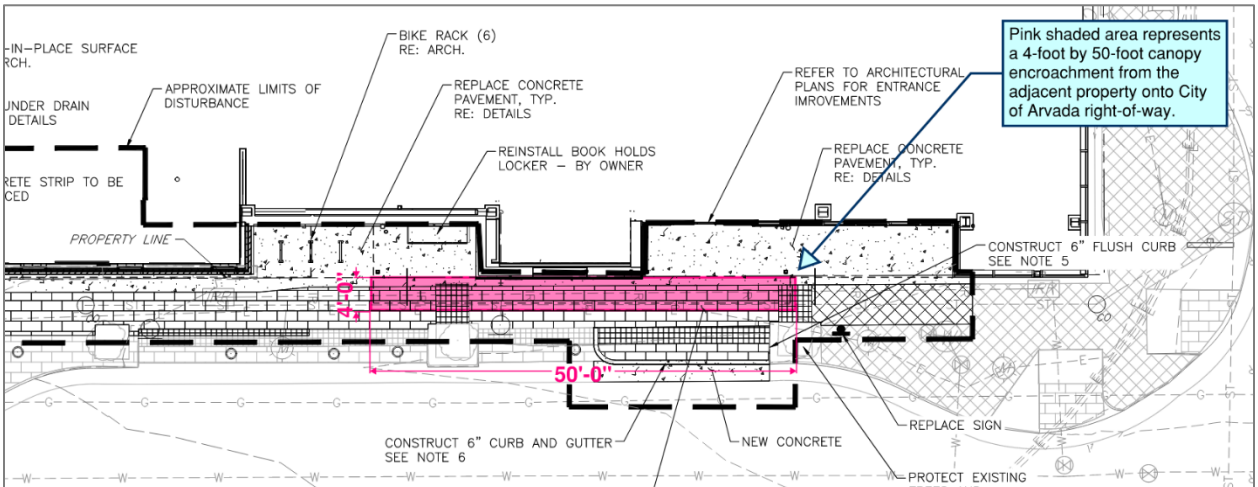
Witness my hand and official seal.

(SEAL)

_____
Notary Public

My commission expires: _____

EXHIBIT A



CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.A.2.

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: R26-014, A Resolution Approving a License Agreement by and between the City of Arvada and Jefferson County Public Library, for the Grant of a Revocable Encroachment License to Install a Retaining Wall and Fence on 5726 Wadsworth Boulevard (Olde Town Square)

Report in Brief

Presenter: Rob Smetana, Planning Manager

The applicant, Jefferson County Public Library, is requesting a revocable license for a retaining wall and fence to be installed on 5726 Wadsworth Boulevard (Olde Town Square).

The Arvada team recommends that the City Council approve R26-014, A Resolution Approving a License Agreement by and between the City of Arvada and Jefferson County Public Library, for the Grant of a Revocable Encroachment License to Install a Retaining Wall and Fence on 5726 Wadsworth Boulevard (Olde Town Square).

Financial Impact

N/A

Background

Jefferson County Public Library is renovating the existing Olde Town Arvada Library, which includes redesigning the outdoor space on the western side of their property. As part of the scope of work, Jefferson County Public Library is requesting approval of a revocable encroachment license for a retaining wall and fence on 5726 Wadsworth Boulevard (Olde Town Square). The concrete retaining wall extends approximately eight (8) feet along West 57th Avenue from Jefferson County Public Library's property onto Olde Town Square. The 3'-6" welded wire fence extends approximately 105-feet along the western edge of the existing planters on Olde Town Square. Approval of the license would allow Jefferson County Public Library to construct the retaining wall and install the fence on Olde Town Square.

Discussion

Community and Economic Development team members performed an analysis of the proposal, based on the approval criteria listed in Section 3 of the Land Development Code, and presents the following findings:

Div. 8-3-5-8B Revocable Right-of-Way License Agreement	**Finding**	**Rationale**
1. The applicant agrees to the terms of a Revocable Right-of-Way License Agreement in a form approved by the City Attorney, including any insurance provision and provision that indemnify and hold the City harmless from future damages or liability claims.	Complies	The applicant has signed the Revocable Right-of-Way License Agreement.
2. The proposed sign, structure, or use complies with all applicable use, development, and design standards set forth in this LDC and the City of Arvada Municipal Code that have not	Complies	The retaining wall complies with all applicable standards, including height regulations and structural integrity, and serves the owners of 7525 W 57th Avenue.

otherwise been modified or waived.		The fence complies with all applicable standards, including height regulations and transparency, and serves the owners of 7525 W 57th Avenue. A Minor Modification was granted from the LDC to allow the height be extended from 3'-0" to 3'-6".
3. The proposed sign, structure, or use shall not interfere with street intersection visibility, materially impede access to utilities or other facilities, or in any other way adversely affect the public health, safety, or welfare.	Complies	The retaining wall and fence will not interfere with street intersection visibility and will not affect any utility infrastructure or adversely affect public health, safety, or welfare. The location of the retaining wall and fence will allow for greater activation of the exterior space utilized by the Jefferson County Public Library.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

If the revocable encroachment license is denied, the applicant will be required to relocate the retaining wall and fence outside the City's property (Olde Town Square).

Recommendation for Action

The Arvada team recommends that the City Council approve R26-014, A Resolution Approving a License Agreement by and between the City of Arvada and Jefferson County Public Library, for the Grant of a Revocable Encroachment License to Install a Retaining Wall and Fence on 5726 Wadsworth Boulevard (Olde Town Square).

Suggested Motion:

I move that R26-014, A Resolution Approving a License Agreement by and between the City of Arvada and Jefferson County Public Library, for the Grant of a Revocable Encroachment License to Install a Retaining Wall and Fence in the West 57th Avenue Right-of-Way, be (approved) (rejected).

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Christopher Sandine, Planner II	02/10/2026
Josie Suk, Development Systems and Administrative Manager	02/10/2026
Rob Smetana, Planning Manager	02/10/2026
Jessica Garner, Director of Community and Economic Development	02/10/2026
Gail Walker, Legal Specialist-Contracts	02/13/2026
Kelsy Sargent, Assistant City Attorney	02/17/2026
Rachel Morris, City Attorney	02/17/2026
Allison Scheck, Deputy City Manager	02/17/2026
Don Wick, City Manager	02/17/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-014

A RESOLUTION APPROVING A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND JEFFERSON COUNTY PUBLIC LIBRARY, FOR THE GRANT OF A REVOCABLE ENCROACHMENT LICENSE TO INSTALL A RETAINING WALL AND FENCE ON 5726 WADSWORTH BOULEVARD (OLDE TOWN SQUARE)

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

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

Section 2. The City of Arvada hereby approves a grant of a revocable encroachment license.

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

APPROVED AND ADOPTED this 3rd day of March, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND JEFFERSON COUNTY PUBLIC LIBRARY FOR THE GRANT OF A REVOCABLE ENCROACHMENT LICENSE TO INSTALL A RETAINING WALL AND FENCE ON 5726 WADSWORTH BOULEVARD (OLDE TOWN SQUARE)

1.0 **PARTIES**. The parties to this license ("License") are the City of Arvada, a Colorado municipal corporation ("Arvada") at 8101 Ralston Road, Arvada, Colorado 80002, and Jefferson County Public Library, owner of the property adjacent to the encroachment area ("Licensee").

2.0 **RECITALS AND PURPOSE.**

2.1 Licensee is the owner of the real property at 7525 W. 57th Avenue in the City of Arvada, Colorado ("Owner's Property"). Arvada is the owner of real property, or has some interest in the real property, located adjacent to Owner's property and more commonly known as 5726 Wadsworth Boulevard ("Arvada's Property").

2.2 Licensee has expressed a desire to encroach upon a specific and limited portion of Arvada's Property for the purpose of installing a retaining wall and fence as more fully depicted in **Exhibit A** (collectively the "Permitted Encroachments").

2.3 Arvada is willing to grant a revocable license to the Licensee under the terms and conditions as hereinafter specified in this License.

3.0 **TERMS AND CONDITIONS**. In consideration of Arvada's agreement to permit the Licensee to encroach upon Arvada's Property, and in consideration of the mutual promises and covenants contained herein, the sufficiency and adequacy of consideration being acknowledged by the parties, Arvada and Licensee agree as follows:

3.1 Arvada hereby grants to the Licensee a revocable license for the encroachment as described above, with such limitations as are set forth herein, including, but not limited to:

3.1.1 Any improvements allowed by this License to be kept upon Arvada's Property shall be so kept at Licensee's sole expense and Licensee agrees to maintain any such improvement in good repair during the period of this License.

3.1.2 Licensee understands and agrees that Arvada shall not be liable or responsible for any costs related to any damage, maintenance, repair, or removal of any structures kept upon Arvada's Property pursuant to this License.

3.2 The License as granted in paragraph 3.1 above shall continue from the date of this License to the time that this License is terminated. Arvada may terminate this License at any time by giving written notice to the Licensee 14 days in advance of the effective date of termination and specifying the date of termination therein and, in the event Arvada exercises said right to terminate, Licensee expressly agrees to remove any encroachments from Arvada's property by the effective date of termination and return such

property to its original condition as promptly thereafter as is reasonably possible.

3.3 Licensee agrees that it will never institute any action or suit at law or in equity against Arvada or any of its officers or employees, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, or compensation for or on account of any damages, loss, or injury either to person or property, or both, known or unknown, past, present, or future, arising from the revocable license granted to Licensee herein.

3.4 Licensee agrees to self-insure, or to provide, secure, and maintain at all times during the term of this License commercial general liability insurance of at least $1,000,000 per occurrence, with an annual aggregate limit of $2,000,000, naming Arvada as an additional insured on the policy. Failure to maintain sufficient insurance shall not terminate, modify, preclude or limit the obligations of Licensee under this License or limit in any way Licensee's liability to or indemnification of Arvada for any reason. Arvada does not waive, nor shall anything herein be construed as a waiver of, any of the rights, privileges, or immunities granted to it under the Colorado Governmental Immunity Act, Section 24-10-101 *et seq*., C.R.S., as amended.

3.5 Licensee agrees to repair and reconstruct any damage to Arvada's property prior to or immediately upon termination of this License for any reason and return such property to its original condition at the expense of Licensee and at no expense to Arvada.

4.0 **ASSIGNMENT**. Except as may be the legal consequence, pursuant to paragraph 10 hereof, of a conveyance of Licensee's Property, this License shall not be assigned by Licensee without the prior written consent of Arvada which may withhold its consent for any reason.

5.0 **NOTICES.** Any notice required or permitted by this License shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by facsimile transmission or by U.S. 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 have been previously furnished in writing, to the other party and parties. Notice shall be deemed to have been given when deposited in the United States mail.

6.0 **EXHIBITS.** All exhibits referred to in this License are, by reference, incorporated herein for all purposes.

7.0 **INTEGRATION AND AMENDMENT.** This License represents the entire License between the parties and there are no oral or collateral agreements or understandings. This License may be amended only by an instrument in writing signed by the parties. If any other provision of this License is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this License shall continue in full force and effect.

8.0 **GOVERNING LAW AND VENUE**. This License shall be governed by the laws of the State of Colorado without reference to its conflicts of laws principles. Venue for any action arising under this License or for the enforcement of this License shall be in the appropriate court for Jefferson County, Colorado.

9.0 **WAIVER OF BREACH**. A waiver by any party of this License of the breach of any term or provision of this License shall not operate or be construed as a waiver of any subsequent breach of either party.

10.0 **BINDING EFFECT**. This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns and shall constitute covenants running with Owner's Property. This License shall be recorded with the Clerk and Recorder's Office of Jefferson County, Colorado.

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

DATED this _____ day of _____, 202_.

CITY OF ARVADA, a Colorado municipal corporation

_____
Lauren Simpson, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
For Rachel A. Morris, City Attorney

LICENSEE:

_____

By: Jefferson County Public Library
Owner

7525 W. 57th Avenue
Arvada CO 80002

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_, by _____ in the capacity as _____ of 7525 W. 57th Avenue, Arvada, CO 80002.

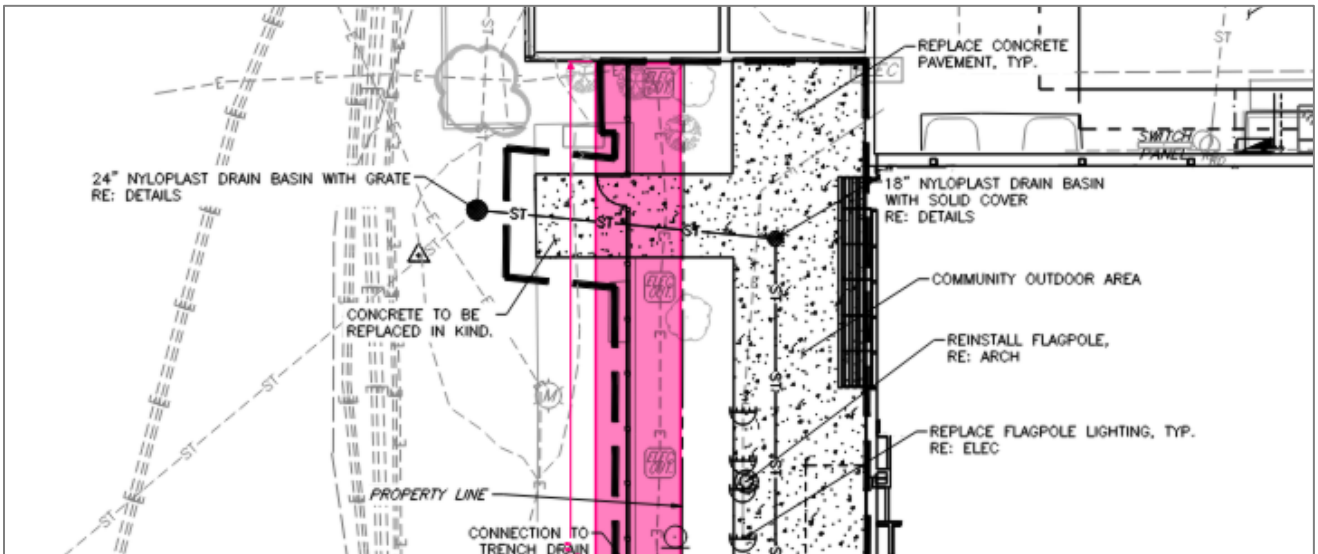
Witness my hand and official seal.

(SEAL)

_____
Notary Public

My commission expires: _____

EXHIBIT A



CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 8.A.3.

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: R26-015, A Resolution Authorizing an Agreement Between the City of Arvada and HDR Engineering, Inc. for Professional Engineering Consulting Services Relating to the Raw and Finished Infrastructure Project in Connection with the Replacement Treatment Plant Program in an Amount Not to Exceed $2,544,200.00

Report in Brief

The Raw and Finished Infrastructure Project is a part of the Arvada Replacement Water Treatment Plant Program (the program). This project will focus on the infrastructure required to deliver raw water to the Replacement Treatment Plant and finished potable water to the City's distribution system. The Arvada Team has selected HDR Engineering Inc. for the design of this infrastructure.

The Arvada team recommends that the City Council approve Resolution R26-015, A Resolution Authorizing an Agreement Between the City of Arvada and HDR Engineering, Inc. for Professional Engineering Consulting Services Relating to the Raw and Finished Infrastructure Project in Connection with the Replacement Treatment Plant Program in an Amount Not to Exceed $2,544,200.00.

Financial Impact

CIP Project: 25WA70 - Raw and Finished Infrastructure Project
CIP Project No. PRJ25000050
Financial Impact: $2,544,200.00
Funding Source: UT Water Bond Project
Type: CIP

Background

The Arvada Team is proceeding with the replacement of the aging Arvada Water Treatment Plant (AWTP). 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 million gallons per day (MGD), is at the end of life and requires replacement, as recommended in the Water Treatment Master Plan. In addition to being at the 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 provided information to City Council on the Replacement Treatment Plant program in a study session on March 4, 2025. Also on March 4, 2025, City Council approved contracts with the design engineer for the Replacement Treatment Plant (Jacobs Engineering) and the Owner's Advisor for the program (Stantec Consulting). Further, City Council approved a contract with a Construction Manager/General Contractor, Garney Companies, on May 6, 2025 for the program. This work is proceeding.

To maintain the best value for the City, the Arvada Team has delineated the work required to complete the Program into two projects: the Arvada Water Treatment Plant Replacement Project and the Raw and Finished Infrastructure Project. The Raw and Finished Infrastructure project will include the design and construction of approximately 9,500 linear feet (LF) of raw water transmission line, as well as 4,000LF of finished water transmission line, and a raw water pump station to convey water from Arvada Reservoir.

Discussion

The Arvada team released a Request for Proposals, 25-ENG-087, on November 11, 2025, to provide the design services for the raw and finished infrastructure. The City team received five (5) proposals and scored the proposals from each firm based on the firm and team qualifications, project approach, reference projects, project schedule, project cost, and performance measures. The three (3) top scoring firms were then interviewed to further evaluate their qualifications. Following the interviews, the City team finalized their scores for each firm.

The proposal from HDR Engineering Inc. was ranked the highest by the City team and provides the best value to the City. HDR Engineering Inc. has the required project experience, staff experience, and current availability to complete the design and assist in CM/GC selection for the Raw and Finished Infrastructure Project.

The Arvada team recommends that the City Council approve Resolution R26-015, A Resolution Authorizing an Agreement Between the City of Arvada and HDR Engineering, Inc. for Professional Engineering Consulting Services Relating to the Raw and Finished Infrastructure Project in Connection with the Replacement Treatment Plant Program in an Amount Not to Exceed $2,544,200.00.

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 work system service 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 buildout, as defined in the Comprehensive Plan. This includes maintaining utility rates at the lowest practical levels with accurate billing that supports replacement of aging infrastructure in order to maintain robust utility systems.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve Resolution R26-015, A Resolution Authorizing an Agreement Between the City of Arvada and HDR Engineering, Inc. for Professional Engineering Consulting Services Relating to the Raw and Finished Infrastructure Project in Connection with the Replacement Treatment Plant Program in an Amount Not to Exceed $2,544,200.00.

Suggested Motion:

I move that R26-015, A Resolution Authorizing an Agreement Between the City of Arvada and HDR Engineering, Inc. for Professional Engineering Consulting Services Relating to the Raw and Finished Infrastructure Project in Connection with the Replacement Treatment Plant Program in an Amount Not to Exceed $2,544,200.00, be (approved) (rejected).

Prepared by:
Daniel Wolff, Civil Engineer 1

Reviewed by:

Approved by:

Mary Stahl, Senior Civil Engineer	02/09/2026
Claudia Vaughan, City Engineer	02/10/2026
Jacqueline Rhoades, Director of Infrastructure	02/11/2026
Bryan Archer, Chief Financial Officer	02/12/2026
Tammy Hedlund, Legal Specialist	02/12/2026
Kelsy Sargent, Assistant City Attorney	02/13/2026
Megan McCall, Assistant City Attorney II	02/13/2026
Rachel Morris, City Attorney	02/17/2026
Allison Scheck, Deputy City Manager	02/17/2026
Don Wick, City Manager	02/17/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-015

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF ARVADA AND HDR ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES RELATING TO THE RAW AND FINISHED INFRASTRUCTURE PROJECT IN CONNECTION WITH THE REPLACEMENT TREATMENT PLANT PROGRAM IN AN AMOUNT NOT TO EXCEED $2,544,200.00

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 3rd day of March, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

AN AGREEMENT BETWEEN THE CITY OF ARVADA AND HDR ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES RELATING TO THE RAW AND FINISHED INFRASTRUCTURE PROJECT IN CONNECTION WITH THE REPLACEMENT TREATMENT PLANT PROGRAM IN AN AMOUNT NOT TO EXCEED $2,544,200.00

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, Colorado 80002 ("Arvada" or the "City") and HDR Engineering, Inc., a Nebraska corporation, whose principal place of business is located at 1917 South 67th Street, Omaha, Nebraska 68106, and whose Colorado office is located at 1670 Broadway, Suite 3400, Denver, Colorado 80202 ("Consultant" or "Contractor"). The Parties may be referred to individually as a "Party" and collectively as the "Parties."

2. RECITALS AND PURPOSE.

2.1. Arvada is currently in the process of designing a new replacement treatment plant to replace Arvada's existing water treatment plant. In connection with this project, Arvada requires a qualified entity to provide professional engineering consulting services related to the design of new infrastructure needed to deliver raw water to the new site where Arvada's replacement treatment plant will be located and deliver finished water from the replacement treatment plant to the distribution system.

2.2. On or about November 11, 2025, Arvada issued a Request for Proposal, 25-ENG-087 ("Arvada's RFP"), seeking responses from qualified entities to provide professional services as described in Sec. 2.1 (the "Work").

2.3. Consultant has extensive experience in providing engineering consulting services. On or about December 19, 2025, Consultant submitted its proposal in response to Arvada's RFP ("Response").

2.4. Arvada has determined that Consultant has the requisite background, skill, expertise, and insurance to provide the requested professional and other related services that constitutes the Work under the terms and conditions more fully set forth below.

2.5. Arvada and Consultant agree that Arvada contemplates using Consultant as a Consultant for the Work as described in the Contract Documents. However, Arvada and Consultant acknowledge and agree that Arvada may, at its sole discretion, use other Consultants to perform similar professional services, and that this Agreement in no way limits Arvada from hiring other consultants or constitutes a contract for exclusive services from Consultant.

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, including Questions & Answers – 1, Addendum No. 1 dated December 8, 2025 setting forth answers to questions in the Questions & Answers – 1 document, and Addendum No. 2 dated December 9, 2025; and

Exhibit B: Consultant's 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 B** in that order.

3.2.1. Contradictory terms. In no event may any contradictory term or provision contained in **Exhibit B** supersede the provisions of this Agreement or **Exhibit A**. Any such contradictory term or provision shall be null and void.

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 one year 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. Renewal. This Agreement may be renewed by Arvada for no more than four consecutive one-year renewal terms. Renewals will be automatic unless the Agreement is terminated or the Work is completed in the then-current term of the Agreement.

4.4. Termination. Notwithstanding anything to the contrary, 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**.

5. COMPENSATION.

5.1. Payment. Arvada shall pay Consultant for the Work requested by Arvada and

rendered by Consultant under this Agreement in an amount not to exceed $2,544,200.00.

5.1.1. Itemized invoices. Consultant shall submit itemized monthly invoices to Arvada for actual services performed by Consultant that have been accepted by Arvada. Payment by Arvada will be due NET 30 days.

5.2. Other services. While Arvada has listed the primary requirements for its solicitation in Arvada's RFP, Arvada may, during the term of this Agreement, wish to purchase other related services identified and offered by Consultant, to be based upon the pricing and fee amounts contained in the Contract Documents to the extent applicable.

6. SCOPE OF SERVICES.

6.1. Consultant shall perform the Work as described in the Contract Documents or as amended by the mutual consent of the Parties in writing. The scope of Work is reflected in **Exhibit A**. This Agreement and the contract amount set forth in Section 5.1 is not inclusive of "Task 3 – Construction" detailed in **Exhibit A**. Task 3 regarding services Consultant may provide during the construction phase of the project will only be made part of this Agreement after execution of an amendment to this Agreement for such services.

6.2. 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. TERMS AND CONDITIONS IN CONTRACT DOCUMENTS. Consultant affirms that it has read and is familiar with all of the Contract Documents, including the General Terms and Conditions set forth in the City's solicitation or otherwise attached to this Agreement, and agrees to be bound by all Terms and Conditions as written in **Exhibit A**. If a variance requested by Consultant in Consultant's Response (*see* **Exhibit B**), is not specifically addressed in the subsections to this Section 7, then the requested variance is not accepted by Arvada, and the Parties agree such variance request is not a term of this Agreement.

7.1. Section 4, *Indemnification of Arvada* of the General Terms and Conditions, in **Exhibit A** is amended as follows:

"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 reasonable 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. 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."

7.2. Section 15, *Standard and Manner of Performance* of the General Terms and Conditions, in **Exhibit A** is amended as follows:

"15. STANDARD AND MANNER OF PERFORMANCE. Contractor shall perform its obligations under the Agreement in accordance with the customary standards of care, skill, and diligence in Contractor's industry, trade, or profession at the time the obligations are performed."

7.3. Section 3.4, under Section 3, *Contents of Offer* of the Special Terms and Conditions, in **Exhibit A** is amended as follows:

"3.4. The apparent silence or omissions within this Solicitation regarding a detailed description of the materials or services shall be interpreted consistently with Section 15, Standard and Manner of Performance, of the General Terms and Conditions in this Solicitation."

7.4. Section 6, *Professional Liability* of the Insurance Requirements, in **Exhibit A** is amended as follows:

"6. ☒ **Professional Liability** Professional Liability insurance in an amount of not less than $1,000,000.00 per claim and annual aggregate, covering the professional work contemplated under this proposal. The coverage shall be maintained for or have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims."

8. OWNERSHIP OF WORK PRODUCT. Consultant agrees that the Work is made for hire as encompassed by 17 U.S.C. § 201(b), and further agrees that Arvada owns or otherwise hold all rights comprised in any and all copyrights in the Work created or developed under the Agreement, including the rights to any written report drafted by Consultant under this Agreement. Consultant acknowledges that other provisions relating to the ownership of the Work are set forth in **Exhibit A** and are binding on Consultant.

9. PERFORMANCE MEASURES. The Performance Measures for this Agreement shall be those proposed by Consultant in its Response and accepted by Arvada.

10. PROJECT OWNERS. Arvada designates Danny Wolff (dwolff@arvada.org) as Arvada's Project Owner who will be Arvada's responsible staff member to provide direction to Consultant during the course of the Work. Arvada reserves the right to change Project Owner(s) at its discretion and will promptly notify Consultant of any such change in writing. Consultant designates Kay Dry (kay.dry@hdrinc.com) as Consultant's Project

Owner who will be Consultant's primary contact person during the course of this Agreement. Consultant may change the Project Owner with Arvada's prior written approval.

11. **INSURANCE.** Consultant 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 Consultant under the terms of the Contract Documents. Consultant's failure to secure and maintain sufficient insurance at any time during the pendency of this Agreement does not relieve Consultant of its obligations under this provision; Contractor's failure to fulfill the obligations of this section will make the Consultant the *per se* insurer.

10.1. Insurance exhibit. Except as amended in Section 7.4, Consultant shall maintain insurance in the types and amounts shown in **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.** Consultant represents and affirms that the signature page hereof accurately states the full legal name of Consultant (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Consultant, and in all other respects is effective to bind Consultant, 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_____, 2026.

CITY OF ARVADA, a Colorado home rule municipal corporation

_____
Lauren Simpson
Mayor
8101 Ralston Road
Arvada, Colorado 80002

ATTEST:

_____
City Clerk

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

By: _____

HDR ENGINEERING, INC., a Nebraska corporation

_____
Kenneth J. Lowrey, Jr.
Senior Vice President
1670 Broadway, Suite 3400
Denver, Colorado 80202
ken.lowrey@hdrinc.com

Exhibit A

AN AGREEMENT BETWEEN THE CITY OF ARVADA AND HDR ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES RELATING TO THE RAW AND FINISHED INFRASTRUCTURE PROJECT IN CONNECTION WITH THE REPLACEMENT TREATMENT PLANT PROGRAM IN AN AMOUNT NOT TO EXCEED $2,544,200.00

REQUEST FOR PROPOSAL

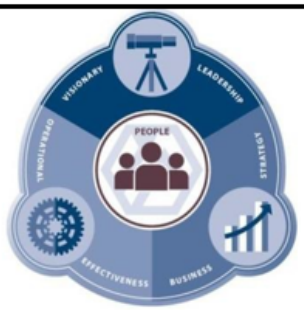
Proposal #:	**25-ENG-087**
Title:	**Design Services for Raw and Finished Infrastructure Project.**
RFP Issued:	**November 11, 2025**
Mandatory Pre-proposal Meeting:	**November 20, 2025, at 2:00 PM MT** **Mandatory, Online via Zoom** **https://arvadaco-gov.zoom.us/j/87435443082?pwd=NvtMb7zsksnOJTB19yP0mR77DLruSG.1** **Meeting ID: 874 3544 3082** **Passcode: 672700** **One tap mobile** **+17193594580,,87435443082#,,,,*672700# US** **+16694449171,,87435443082#,,,,*672700# US** **Join by SIP** **• 87435443082@zoomcrc.com** **Passcode: 672700**
Question Deadline:	**December 3, 2025, no later than 2:00 PM MT** Questions must be submitted through BidnetDirect.com. Responses will be posted on BidNet via addendum.
Proposals Due By:	**December 19, 2025, no later than 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**.
Estimated Project Start Date:	**March 01, 2026**

For additional administrative information not related to the project contact: Melanie Ortiz at mortiz@arvada.org
Contact with the requesting department may result in vendor disqualification.

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.



Documents included in this Request:

General Terms and Conditions	Pages 2-4
Special Terms and Conditions	Page 5
Insurance Requirements	Page 6
Administrative Information and Evaluation Criteria	Pages 7-10
Statement of Work	Pages 11-19
Required Vendor Submittal Form, Submittal Checklist &	Pages 20-21
Performance Measures Form	Pages 22-23

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 themselves 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.

(Continued on the next page)

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. NO 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 with no option to renew.

3. CONTENTS OF OFFER

Vendors are required to submit offers with the following conditions:

- **3.1.** Vendors shall make all investigations necessary to inform themselves of the facilities affected by the delivery of products and services required by the Solicitation.
- **3.2.** 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.
- **3.3.** The City shall issue Addenda if substantial changes are required which may impact the content and submission of Offers. A copy of such addenda will be publicly posted with the original RFP posting.
- **3.4.** 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. 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.

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 $5,000,000 following form to the Commercial General Liability.
5. ☐ **Builders Risk or Course of Construction** Purchased by contractor to cover physical damage to property in construction or rehab. Contractors will ensure that City and subcontractors will be covered as additional insureds, excluding their own machinery, tools and equipment.
6. ☒ **Professional Liability:** Professional Liability insurance in an amount of not less than $1,000,000 per occurrence, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims.
7. ☐ **Pollution Legal Liability Insurance** for limits not less than $1,000,000 per occurrence (or claims made) and not less than $1,000,000 aggregate for bodily Injury, personal Injury and property Damage.
8. ☐ **Privacy/Network/Cyber Liability Insurance f**or limits not less than $1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

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

(Continued on the next page)

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 be uploaded 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 follows:

2.1. 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.

2.2. Vendors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.

2.3. Solicitations and addenda are available at WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda and communications.

2.4. 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.

2.5. Once Offers have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.

3. MODIFICATION OR WITHDRAWAL OF OFFERS

3.1. **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.

3.2. **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

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

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

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

4.2.1. Reject all or parts of Offers submitted by prospective vendors;
4.2.2. Re-advertise this Solicitation;
4.2.3. Postpone or cancel the Solicitation;
4.2.4. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which;
4.2.4.1. is in arrears to the City for any debt or Contract or is a defaulter as surety for any obligation to the City.
4.2.4.2. 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.
4.2.4.3. 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:

6.1. 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's 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.

6.2. The Committee will score written Proposals by reviewing documentation submitted by the vendors. Evaluation will be based on the following criteria:

Table 1: Proposal Evaluation Criteria

Evaluation Criteria	**Points Possible**
Firm Capabilities & Team Qualifications	25
Project Approach	20
Reference Projects	20
Schedule	15
Not To Exceed Cost	15
Performance Measures	5

6.3. Exceptions to specifications or terms and conditions may result in submission being deemed non-responsive.

7. PRESENTATIONS

A second phase MAY be incorporated, in which the Committee will invite a limited number of vendors who received high scores during phase one, to provide an oral presentation. The evaluative score from the oral presentations will determine the top rated vendor(s).

8. QUALIFICATIONS

Evidence of these qualifications should be submitted with the consultant's proposal and

8.1. Minimum Qualifications:

8.1.1. Design lead must be a registered engineer in the State of Colorado.

8.1.2. Preferred Qualifications

8.1.2.1. Large diameter pressure pipe design experience.

8.1.2.2. Pump station design experience

8.1.2.3. Construction Management/General Contractor's (CM/GC) Experience

8.1.2.4. Experience working within a larger program with an Owner's Advisor (OA).

9. PROPOSAL FORMAT REQUIREMENTS

9.1. Written proposal should be a straightforward, concise description of capabilities, in accordance with the scope identified in this proposal coupled with recommendations and expertise in providing this type of professional service specific to project scope, size, and type. Proposals shall be limited to no more than **thirty (30) pages** excluding; front and back cover pages, personnel resumes, subcontractor resumes, required City forms, and table of contents. 11x17 pages are allowed and count as two pages. All font, including font in figures, must be 11 points or larger when printed on an 8.5x11 page.

9.2. Reference the Submittal Instructions checklist in the Required Vendor Submittal form for the proposal order of contents.

9.3. All information should be contained in **one** 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 are to evaluate must be contained in the pdf file.

9.4. Areas of expertise to demonstrate for both the consulting firm and key staff:

9.4.1. Experience working on projects of similar scope and complexity, with both pump station and pipeline components.

9.4.2. Experience phasing projects and scheduling, including how parallel construction projects will impact the overall schedule of completion, and developing risk registers.

9.4.3. Adequate availability of key and support resources

9.4.4. Additional project and program management skills and capabilities that may be applicable to the scope of the Project.

9.4.5. The City welcomes consultants to include sub-consultants to meet the City's needs as outlined in this

RFP.

9.4.6. To facilitate timely review by the City, each Proposal shall be divided into the following major sections:

9.4.6.1. **Cover Letter**

i. 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,

ii. The firm's e-mail and telephone number of the primary contact.

9.4.6.2. **Related Experience**

Describe company's qualifications to perform the scope of work by addressing each of the items listed below:

i. Firm's Related Experience: State the firm's particular abilities, experience, and qualifications related to this project.

ii. Results of Previous Projects: Provide information from at least three (3) projects of similar scope.

iii. Include at a minimum:

- Owner name
- Contact name
- Phone number
- Email address
- Brief description of project
- Status of project
- Results of the project
- The City reserves the right to contact the references provided in proposal without prior notification.

9.4.6.3. **Key Personnel**

i. Provide a company and key personnel profiles including principal areas of expertise and experience in providing owner's advisor services. Include an organization chart depicting the management of the firm's organization and its relationship to any other business/consultant entity.

ii. Key personnel shall be identified in the proposal and shall represent any person or persons whose individual action or inaction can impact the timely accomplishment of the performance objective(s) of the project.

iii. By submitting the proposal, the proposer is representing that each person listed or referenced in the proposal will be available to perform the services as described by the City and as included in the proposal.

iv. If awarded a contract, the proposer shall furnish all resources including but not limited to personnel (including sub consultants if needed to meet the needs of the scope), management, equipment, supplies, resources, transportation, and support to accomplish the performance objectives of the project.

v. Assigned personnel shall have the appropriate and documented knowledge, skills, training and experience required to accomplish each requirement.

vi. The City reserves the right to review and approve or disapprove the qualifications of key person or persons assigned to a requirement prior to the person beginning the performance of the work.

vii. Specifically provide information for the following:

- Project Manager's Experience: Identify the Project Manager who would be responsible for this project. List the Project Manager's relevant experience and similar work, including references.
- 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.
- Qualifications of Sub-consultants: List the sub-consultants you expect to use, the services provided by the sub-consultants and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key sub-consultant personnel who will be working on the project. The City will contract solely with your company; therefore, sub-consultants/partners remain your sole responsibility.

9.4.6.4. **Project Understanding**

Provide a statement of project understanding which cover but is not limited to:

i. Understanding of the need of the project
ii. Project challenges, pitfalls, and issues
iii. Level of commitment the Consultant believes is necessary for this project
iv. Description of the firm's ability to develop creative solutions utilizing previous projects that had similar challenges, pitfalls, and issues as examples.

9.4.6.5. **Project Approach**

Present proposed solutions indicating the firm has performed adequate planning to accomplish the tasks defined in the Statement of Work. Innovations, efficiencies, and detailed examples are encouraged. Describe recommended and/or alternative approaches to delivering the Raw and Finished Infrastructure Design, including but not limited to the following:

i. Describe the services / recommendations that firm proposes to provide for the project as described by this RFP.
ii. Describe any resources that the firm would use or provide in serving the design engineer.
iii. Describe how the proposed team / individual can add value.
iv. Describe how the firm will ensure strict compliance with the City's list of requirements and obtain quality control in materials and workmanship.
v. Identify and expand on the deliverables as a part of the firm's services (i.e. conflict management, reports, etc.)
vi. Explain what a typical work plan would be on a project of this complexity and scope.

9.4.6.6. **Project Schedule**

Provide a proposed schedule for completing the design work and anticipated construction phasing. The Consultant's schedule should adhere to the preferred project delivery method (CM/GC), or should outline the benefits of an alternative method, and the interaction of the Consultant and a Contractor. The required completion date of the project, both pipelines and pump station, is Q4 2029. This will coincide with the anticipated commissioning date of the RTP project.

i. The proposer shall identify the need for any outside specialty consultants.
ii. 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 within RTP Program
iii. The proposer must agree to protect any gained proprietary information from unauthorized use or disclosure for as long as it remains proprietary.

9.4.6.7. **Cost Proposal**

i. 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.
ii. 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.
iii. Additional Tasks being proposed should be included and identified as fee adders.
iv. Monthly invoicing shall be fully itemized with the time, dates for work covered, and detailed description of work completed.

(Continued on the next page)

STATEMENT OF WORK

Purpose:
The City of Arvada (City) is currently in the process of designing a new replacement treatment plant (RTP) to replace the existing Arvada Water Treatment Plant (AWTP). The RTP will be an 18 million gallons per day (MGD) (expandable to 27MGD) greenfield plant. New infrastructure is needed to deliver raw water to the new site and from there deliver finished water to the distribution system. The purpose of this RFP is to receive proposals from qualified engineering consulting firms to provide design services for this delivery infrastructure. This infrastructure will include approximately 9,500LF of raw water transmission line sized for 18MGD, as well as 4,000LF of finished water transmission line sized for 27MGD, and a raw water pump station to convey flows from Arvada Reservoir. This work will be named the Raw and Finished Infrastructure Project and will be different from the RTP project currently underway to design and construct the replacement treatment plant.

Background:
The Raw and Finished Infrastructure Project will be considered part of the RTP Program. This program includes all of the infrastructure, work, and coordination to deliver and operate the new treatment plant. In addition to the Raw and Finished Infrastructure Project, the program currently includes the RTP project with a design engineer (Jacobs), owner's advisor (OA) (Stantec), and CM/GC contractor (Garney). The OA will function as an Owner's advisor for all projects and contracts within the RTP Program. The Raw and Finished Infrastructure project will require close coordination with the OA and other parties within the program.

Completing the Raw and Finished Infrastructure Project on schedule is a top priority. This infrastructure will need to be in place, tested, and ready for operation prior to commissioning the replacement treatment plant. Schedule expectations are included above in section **9.4.6.6. Project Schedule**.

The City intends to deliver the Raw and Finished Infrastructure project utilizing the Construction Management / General Contractor (CM/GC) delivery method. The main reasons for this choice are the criticality of the schedule, complexity, and required close coordination within the RTP program.

Finished Water Transmission Line:
The finished water transmission line will convey all treated water from the RTP to the Arvada distribution system. The City intends for the line to be sized to convey 27MGD. The general alignment, shown in Figure 1 below, will be from the east side of the RTP site, across SH 93, follow along W 68th Ave/Dunraven St, east along W 64th Pkwy, and then tie into the 42in and 27in transmission lines. The total length of pipeline is anticipated to be approximately 4,500LF. The connection to the existing transmission lines will require a control valve vault. This vault will maintain pressure within finished water transmission line, reduce the pressure at the tie in point to the existing lines, and regulate flow. Identified key components of this scope are the following:

- Design (Plan and Profile) of approximately 4,500LF of finished water transmission line sized for 27MGD.
- Geotech as needed
- Subsurface Utility Engineering (SUE) as needed
- Connection to the piping being installed as part of the RTP project.
- SH 93 crossing. The City anticipates that this may need to be trenchless. See Figure 2 below.
- Crossing of critical utilities owned by others (Denver Water Conduits 16 and 22, North Table Mountain transmission line). See Figure 3 below.
- Control Valve Vault. See Figure 3 below.
- Tie-in to Arvada transmission lines. The 42in line is PCCP and a critical pipeline. See Figure 3 below.
- Culvert crossings in W 64th Pkwy. See Figure 1 below.

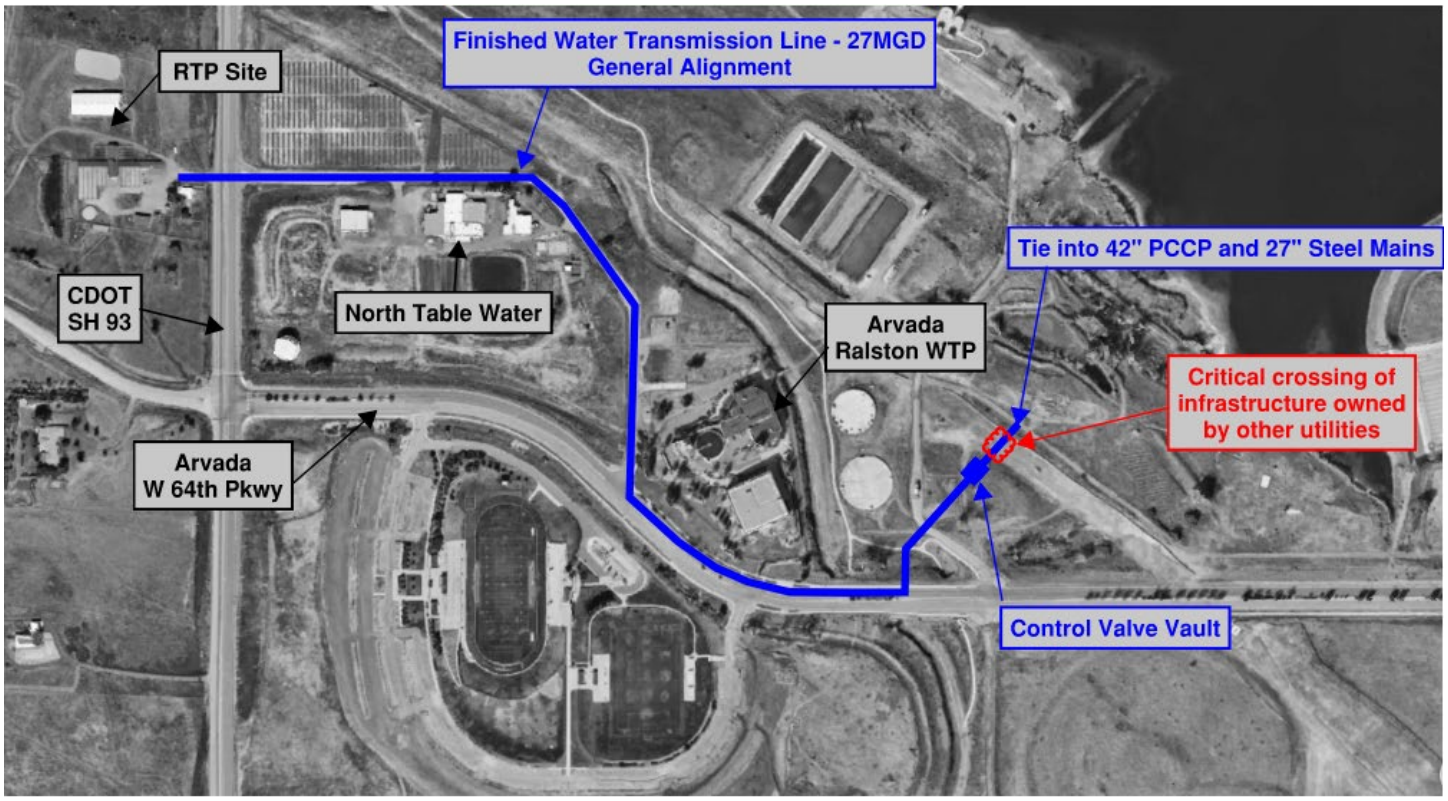


Figure 1: Finished Water Transmission Line General Alignment

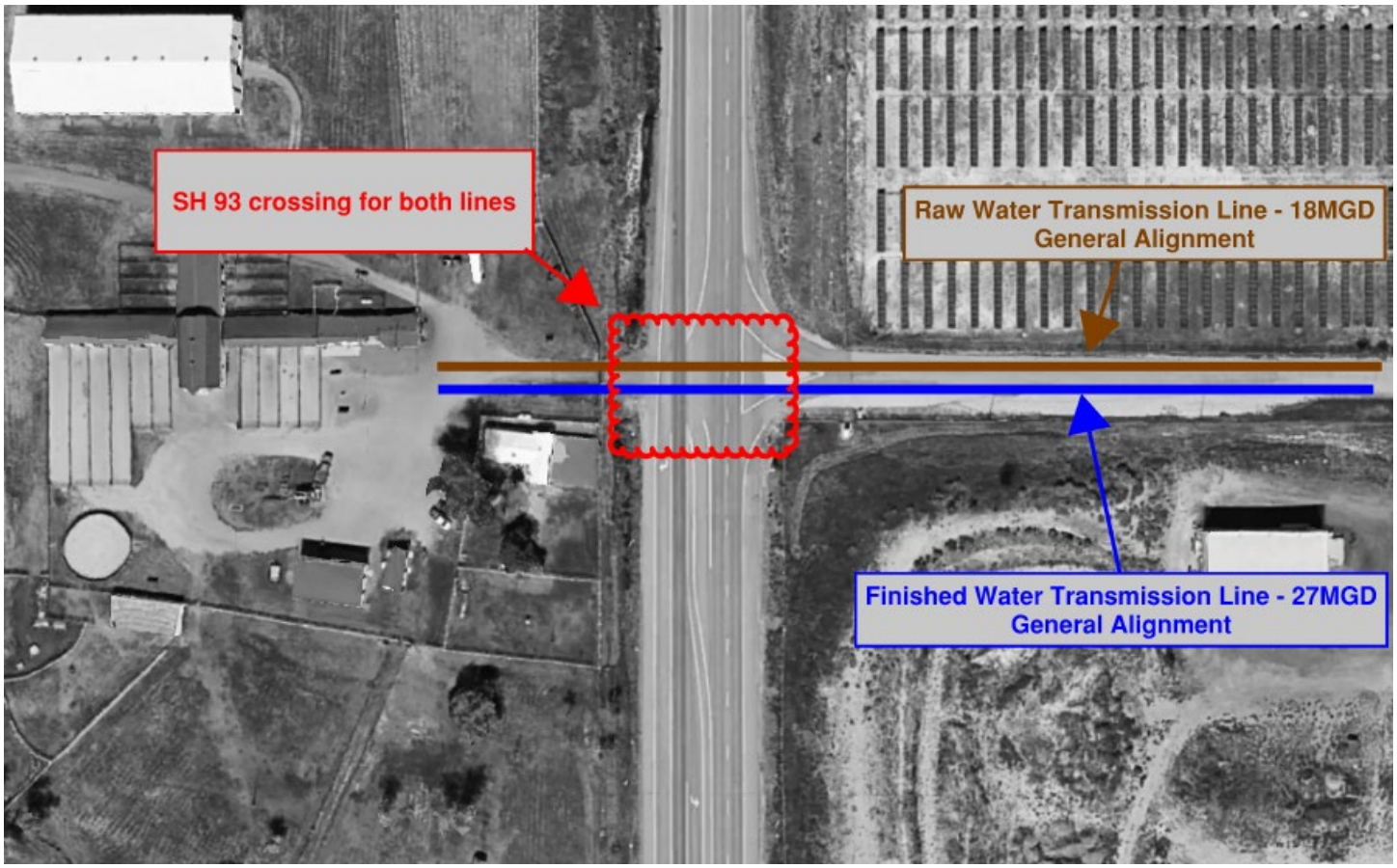


Figure 2: SH93 Crossing Exhibit

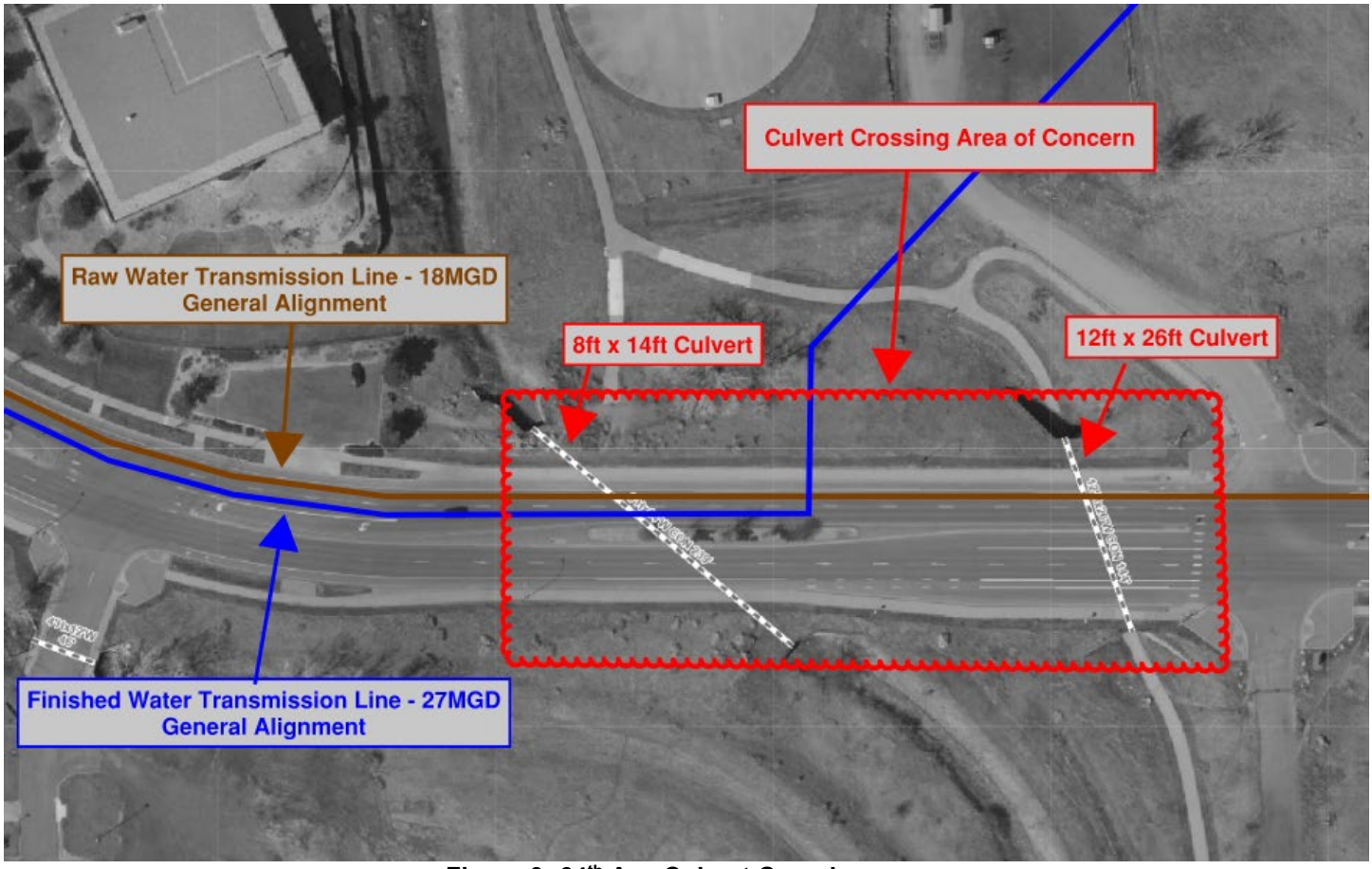


Figure 3: 64th Ave Culvert Crossings

Raw Water Transmission Line:

The raw water transmission line will convey all raw water from offsite to the RTP site to be treated. The line will convey water from two different sources, the Arvada Reservoir and Ralston Reservoir (from water rights on Gross reservoir and the Fraser River). The Arvada Reservoir's water will be conveyed from the existing outlet structure on the east side of the reservoir. The general alignment, shown in Figures 4 and 5 below, will be from the dam outlet structure, south along the access road east of the reservoir to the Raw Water Pump Station (also to be designed and constructed with this project), then west along W 64th Pkwy, north/west on Dunraven St/W 68th Ave, and across SH 93 to the new RTP site. The total length of pipeline is anticipated to be approximately 9,500LF. The connection to the Ralston Reservoir line at Ralston WTP will require a control valve and flow meter vault. This vault will reduce pressure to match that of the raw water transmission line and regulate/measure amount of flow from the Ralston pipeline into the raw water transmission line. Identified key components of this scope are the following:

- Design (Plan and Profile) of approximately 9,500LF of raw water transmission lined sized for 18MGD.
- Geotech as needed
- Subsurface Utility Engineering (SUE) as needed
- Connection to the piping being installed as part of the RTP project.
- SH 93 crossing. The City anticipates that this will need to be trenchless. See Figure 2 above.
- Crossing of critical utilities owned by others (Denver Water Conduits 16 and 22, North Table Mountain transmission line) See Figure 4 below.
- Culvert crossings in W 64th Pkwy. See Figure 3 above.
- Connection to the existing piping at the dam outlet structure. The existing pipe is PCCP and there are currently no valves to isolate the line after the gates at the outlet structure.
- Safety considerations for working within proximity of the toe of the dam for Arvada Reservoir.
- Control valve/flow meter vault and connection to Ralston piping at RWTP.
- South Boulder Diversion Canal Crossing at RWTP

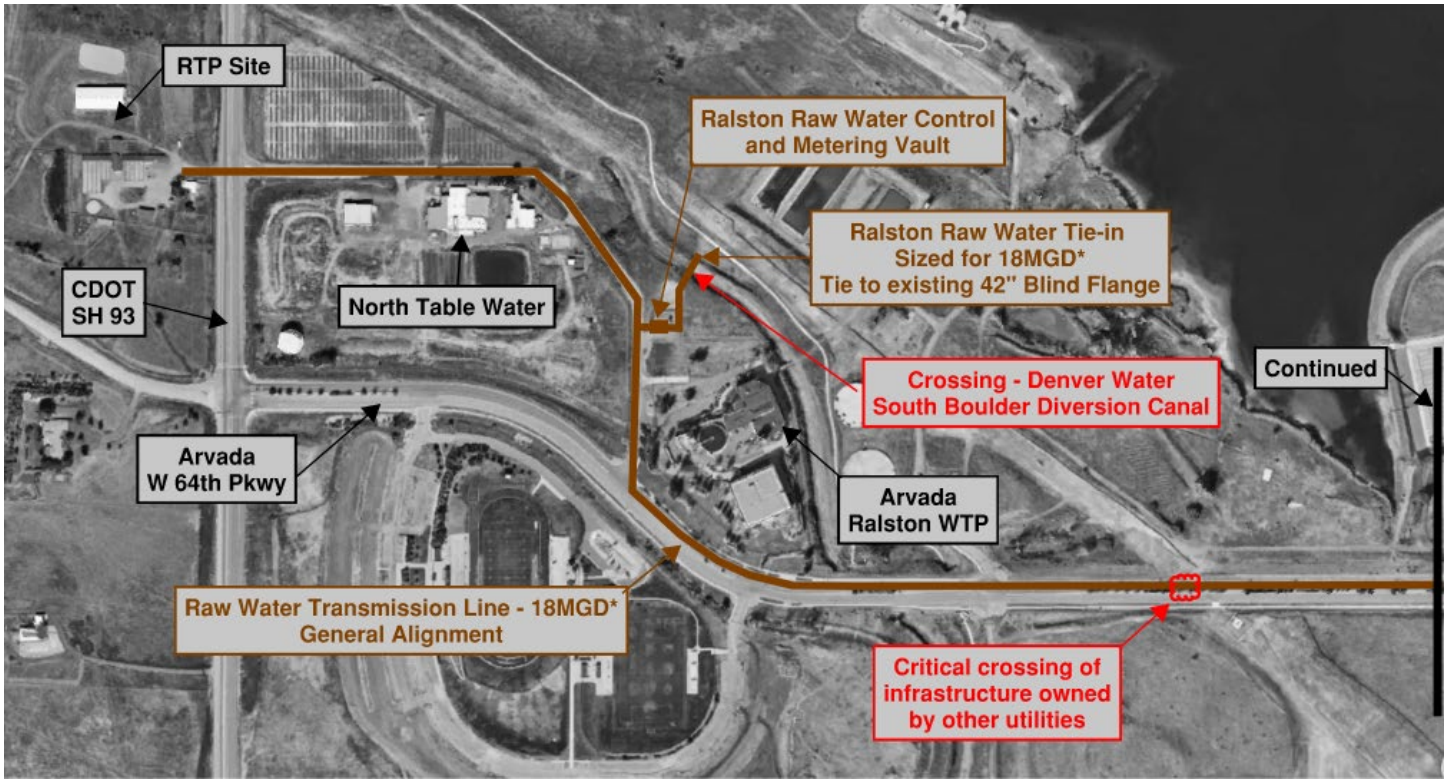


Figure 4: Raw Water Transmission Line General Alignment Part 1

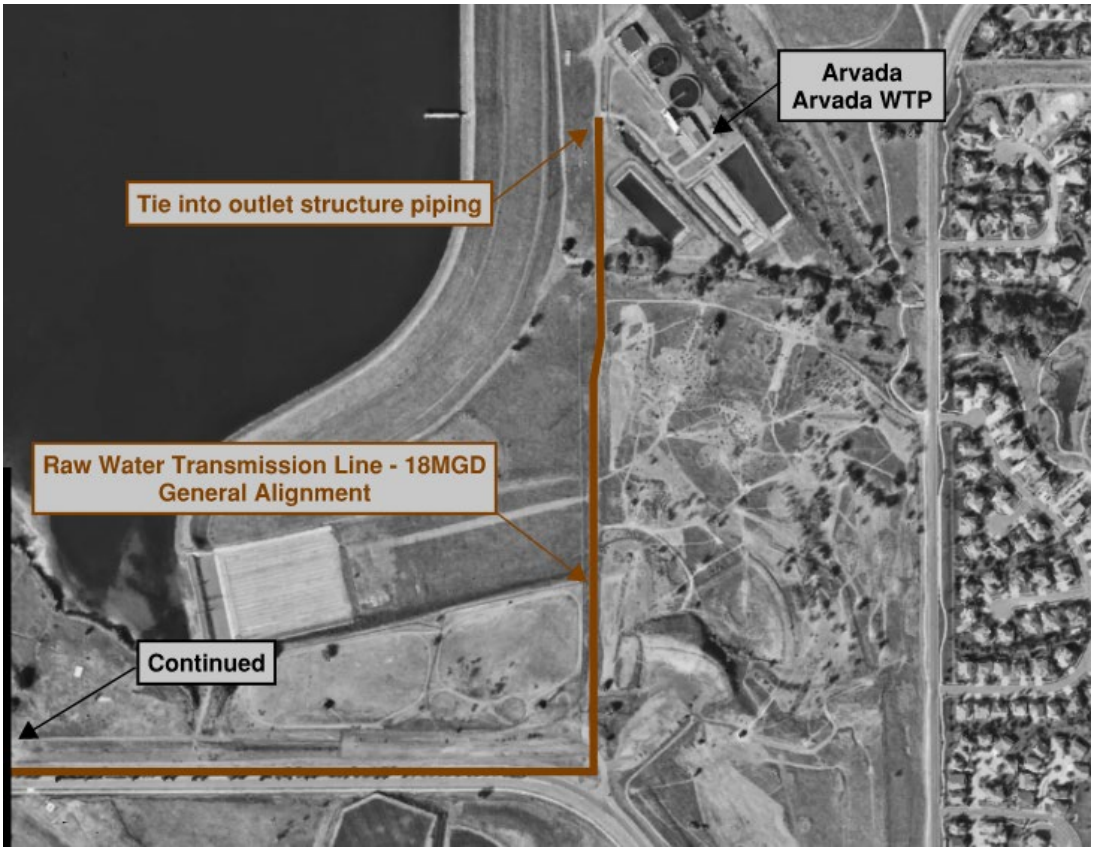


Figure 5: Raw Water Transmission Line General Alignment Part 2

Raw Water Pump Station:
The raw water pump station will pump water from the Arvada Reservoir to the RTP site. This project will include assisting the City in deciding on the proper design flow for the pump station. Preliminarily, the City assumes the pump station will be designed to convey between 12-18MGD and provide ~200ft of lift. Figure 6 below shows preliminary siting options for the pump station. The selected consultant will be expected to evaluate the identified sites, suggest other sites if applicable, and

help the City finalize a selection for final design. Preliminary concerns with the three identified sites are:

- **Site 1**: Insufficient suction head (finished grade is only ~13ft below the minimum reservoir level). Geotech concerns (the site may be located at a "dumping ground" for excess dirt from excavations).
- **Site 2**: Insufficient suction head (finished grade is only ~20ft below the minimum reservoir level). Concerns with constructing within the West Arvada Dog Park.
- **Site 3**: Location is within the inundation zone and emergency spillway of Arvada Reservoir. Concerns with constructing within the Arvada Bird's Nest Disc Golf Course.

The selected consultant will also be expected to conduct a surge analysis and design appropriate surge mitigation at the new pump station. A critical scope of work will be the control scheme for the pump station and coordinating with design engineer for the main RTP project. This pump station will be the primary feed for the RTP and will regulate the flow of water into the plant. Identified key components of this scope are the following:

- Full design of 18MGD Raw water pump station, including but not limited to:
    - Pump station structure, pump sizing and selection, piping and appurtenances, electrical, instrumentation, controls, and surge mitigation.
    - Selecting optimal site from identified options, or additional options identified by the consultant.
    - Coordination with design engineer (Jacobs) for the RTP regarding flow control to the RTP site.

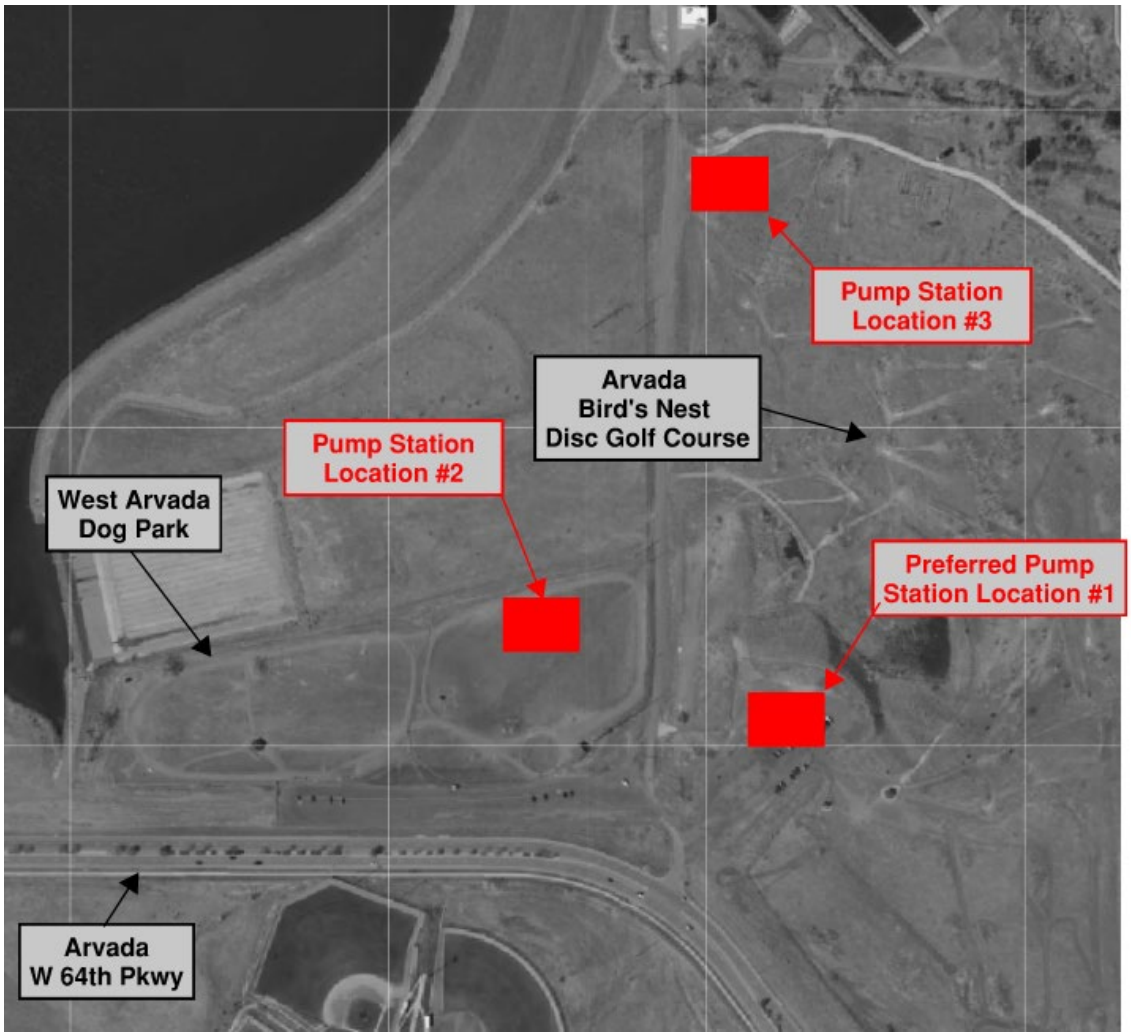


Figure 6: Raw Water Pump Station Preliminary Sites

PCCP Condition Assessment:

The new raw water transmission line and finished water transmission line will require tie-ins into existing prestressed concrete cylinder pipes (PCCP). The raw water transmission line will connect to the 48" PCCP line at the dam outlet structure. This line is around 750LF in length and was constructed in 1980 and is part of the dam outlet structure. The finished water transmission line will connect to the 42" PCCP transmission line. This line is around 7,500LF in length and was installed in 1978. Both existing PCCP lines and the reservoir outlet structure will be utilized by the RTP and will need to continue to be used for at least the next 50 years or more.

Consultant, or designated subconsultant, will provide a recommendation for condition assessment and rehab options for the existing PCCP mains and reservoir outlet structure. The initial design services scope will only include scope to identify options for detailed condition assessment and/or rehabilitation. Once a preferred method of assessment or rehabilitation is identified, the City's intent is to award the condition assessment and rehab design to the selected firm; however, this scope and fee may be negotiated and amended to the contract.

Sustainability:
Consultant will be provided with existing documents that validate sustainability claims made by the City and shall review this documentation as part of the sustainability study for this project.

Additionally, Consultant will host up to four (4) key project team workshops (Environmental, Stakeholder Engagement, Electrical Design, Operations, Civil, Landscape Design, Construction, etc.) to gather feedback regarding the performance of the Project against the credits in the Envision Framework. Consultant will seek feedback in these meetings on the feasibility of implementing additional sustainability measures throughout the project to improve the sustainability performance.

Utilizing the feedback provided by the project team, draft an Envision Feasibility Study communicating the credits and points that could be pursued, and recommend additional sustainability measures that align with the project priorities for including in future design iterations. The Envision Feasibility Study will feature an Envision v3 Scorecard, a credit-by-credit analysis identifying the applicable credit and the estimated levels of achievement based on the existing Project documentation review and feedback received during the sustainability workshop meetings. The Envision Feasibility Study will include a strategy for a base award level (if possible), and recommendations on how to increase that award level to one (1) level higher.

The selected consultant will provide the Envision Feasibility Study to the City for review, incorporate comments, and finalize the document for City use.

CMGC/OA/RTP Program Coordination:
The City is currently assuming a project procurement approach of Construction Manager/General Contractor (CM/GC). Consultant will also be expected to coordinate closely with the City's Owner Advisor for the RTP program, as well as coordinate with the design engineer and contractor for the RTP project as needed. Anticipated coordination tasks are anticipated to be, but not limited to, the following:

- OA activities that the selected consultant will attend and provide review and comment on:
    - Attendance and participation in the cost estimate review workshops hosted by the OA at the 30%, 60%, and 90% deliverables.
    - Attendance and participation in the Value Engineering workshops at the 30% and 60% design deliverables
- Program schedule coordination
- Program Risk Register
- CM/GC will run activities that selected consultant will attend and provide review and comment on:
    - Constructability reviews at 30% and 60% deliverables.
    - GMP reviews at 60% and 90% deliverables

Project Tasks:

Task 1 – Project Management and Quality Control – Project Wide

1.1. Kick-off Meeting

Upon receipt of a written Notice to Proceed from the City, the Consultant will conduct a kick-off meeting with the City. Sub-consultants should be included at the discretion of the Consultant. At the kick-off meeting, the Consultant shall be prepared to discuss the scope and approach to completing the work, review the project schedule, and identify major milestones, workshops, and deliverables. An Agenda shall be provided at least one business day ahead of the meeting. Draft meeting minutes shall be prepared and distributed by Consultant to the Project Manager for review within three business days of the meeting.

1.2. Project Meetings and Updates

The Consultant shall schedule and facilitate weekly 60-minute progress calls with the Project Manager and periodic larger meetings with the City's internal stakeholders throughout the duration of the project. The Consultant is responsible for organizing these meetings including preparing and distributing agenda ahead of the meeting, compiling meeting minutes, and distributing minutes and action items to Project Manager within three business days of meeting completion.

1.3. Monthly Invoice Submittals

The Consultant shall submit monthly invoices detailing costs incurred in conjunction with the project. Each invoice shall cover a period of one calendar month (or a four-week time period) and shall be submitted to the City within six weeks after the end of each billing cycle. An updated schedule and financial status review shall be provided with the monthly invoice.

1.4. Quality Control

The Consultant shall submit a detailed description of anticipated quality control methods.

1.5. CMGC, OA, and Program Coordination

The Consultant shall attend monthly 60-minute program coordination meetings/calls with the RTP OA and other consultants and contractors working in the RTP program. The consultant shall also prepare monthly schedule updates and provide them to the RTP OA for incorporation into the program wide schedule.

Task 2 – Design

2.1 Finished Water Line Design

The Consultant will assume the following in developing scope and budget for design:

- One workshop and report to finalize and document pipeline alignment.
- SUE investigation (assume 20 test holes)
- Survey of the project area using the project survey control file
- Geotechnical investigation and report as determined appropriate by the Consultant
- Identify utility easements required – City will negotiate and obtain all easements required
- Assisting contractor with opinions of probable cost and reviewing independent cost estimate prepared by the RTP OA.
- Construction drawings - Consultant must submit a list of construction plans determined appropriate for the final bid package with their proposal. City anticipates drawings packages to be delivered at 30%, 60%, 90%, and IFC. Construction drawings must include at a minimum the following plans:
    - Utility plan and profiles
    - Traffic control plans and trail detour plans
    - Erosion control plans
    - Restoration plans
    - Construction Details
    - Cathodic protection system, designed by a Colorado Licensed Professional Engineer, accredited by the National Association of Corrosion Engineers (NACE) as a Cathodic Protection Specialist (CP4).
- Storm Water Management Plan – Project Wide
- Project Special Provisions (Specifications)
- Bid Schedule
- Coordination and permitting with other agencies (CDPHE, CDOT, Denver Water, Jefferson County, North Table Water, etc.)

- Use of Arvada, and CDOT Standards, Specifications, and Details to the extent possible
- Design Memorandum identifying design assumptions and hydraulic analysis of the proposed waterline design.

2.2 Raw Water Line Design

The Consultant will assume the following in developing scope and budget for design:

- One workshop and report to finalize and document pipeline alignment.
- SUE investigation (assume 30 test holes).
- Survey of the project area using the project survey control file (assumes that some will be shared with Task 2 - Design).
- Geotechnical report as determined appropriate by the Consultant
- Identify utility easements required – City will negotiate and obtain all easements required
- Assisting contractor with opinions of probable cost and reviewing independent cost estimates prepared by the RTP OA.
- Construction drawings - Consultant must submit a list of construction plans determined appropriate for the final bid package with their proposal. The City anticipates drawing(s) packages to be delivered at 30%, 60%, 90%, and IFC. Construction drawings must include at a minimum the following plans:
    - Utility plan and profiles
    - Traffic control plans and trail detour plans
    - Erosion control plans
    - Restoration plans
    - Construction Details
    - Cathodic protection system, designed by a Colorado Licensed Professional Engineer, accredited by the National Association of Corrosion Engineers (NACE) as a Cathodic Protection Specialist (CP4).
- Storm Water Management Plan
- Project Special Provisions (Specifications)
- Bid Schedule
- Coordination and permitting with other agencies (CDPHE, CDOT, Denver Water, Jefferson County, North Table Water, etc.)
- Use of Arvada, and CDOT Standards, Specifications, and Details to the fullest extent possible
- Design Memorandum identifying design assumptions and hydraulic analysis of the proposed waterline design.

2.3 Raw Water Pump Station Design

- Facilitate two, two-hour workshops with City stakeholders to determine the appropriate design flow for the pump station.
- Facilitate siting workshops and assist the City in identifying the site for final design.
- Survey of the project area using the project survey control file.
- Geotechnical report as determined appropriate by the Consultant
- Identify utility easements required – City will negotiate and obtain all easements required
- Assisting contractor with opinions of probable cost and reviewing independent cost estimate from OA.
- Construction drawings - Consultant must submit a list of construction plans determined appropriate for the final bid package with their proposal. City anticipates drawings packages to be delivered at 30%, 60%, 90%, and IFC. Construction drawings must include at a minimum the following plans:
    - Utility plan and profiles
    - Traffic control plans and trail detour plans
    - Erosion control plans
    - Restoration plans
    - Construction Details
- Project Special Provisions (Specifications)
- Bid Schedule
- Coordination and permitting with other agencies (CDPHE, CDOT, Denver Water, Jefferson County, North Table Water, etc.)
- Use of Arvada Standards, Specifications, and Details to the extent possible
- Design Memorandum identifying design assumptions and hydraulic analysis of the proposed pump station design.

2.4 CM/GC Solicitation and Selection Assistance

- Consultant will assemble project special provisions, specifications, the bid schedule, and construction drawings for inclusion in the bid documents prepared by the City.
- Consultant will participate in pre-bid/proposal meetings, assist with answering questions and preparing solicitation addenda.
- Consultant will assist with Contractor selection for CM/GC procurement.
- Consultant will provide coordination with the selected Contractor during the Construction phase.

2.5 PCCP Condition Assessment Approach

- Consultant (or designated subconsultant) will identify methods for detailed condition assessments/rehabilitation methods for the 42” PCCP main, 48” PCCP reservoir outlet pipe, and the reservoir outlet structure.
- Prepare and submit a Technical Memorandum (TM) summarizing condition assessment and rehabilitation options for each of three existing facilities noted above. TM should include and evaluation criteria along with a draft recommendation for each referenced facility.

2.6 Cost Estimating

- Consultant will participate in three (3) cost estimate review workshops with City, Owners Advisor, and CM/GC contractor Comments shall be discussed with the design team, CM/GC, and City in a workshop.

2.7 Sustainability

- Consultant will develop an Envision Feasibility Study for this project. The study will include the information outlined in the Sustainability section above, and results in a report that the City can use to advise pursuing Envision verification for the project.
- As a part of developing the Envision Feasibility Study, the Consultant will host four workshops with City stakeholders to gather feedback on the feasibility of implementing Envision sustainability measures.

OPTIONAL - Task 3 - Construction

The initial design services do not include construction services due to the unknown nature of construction services required before the design for this project has begun. The City’s intent is to award construction services to the Design Consultant, but the Scope and fees will be negotiated at a later date.

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's 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: _____

_____

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, Licensing, and Certifications, if applicable
- ☐ Details of Proposal – Proposed products & services, implementation timeline and warrantees
- ☐ Details of Qualifications – products & services
- ☐ Completed, signed Required Vendor Submittal Form, Performance Measures (if applicable), and any other attachments requested
- ☐ Proposed implementation timeline and any warranties if applicable
- ☐ Attach Firm's licensing or certifications, if applicable
- ☐ Pricing – All fee and costs associated with the offering. Use the City provided form if included in solicitation.

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. Submitting 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 #** _____

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 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.

Questions & Answers - 1

Solicitation	25-ENG-087 - Design Services for Raw and Finished Infrastructure Project
Buying Organization	City of Arvada

No	Question/Answer	Question Date
Q1	**Question: Clarification on Cover Letter vs. Executive Summary** We would like clarification regarding the requirements in section 9.4.6.1 of the RFP. This section references a Cover Letter, but the Submittal Checklist on the Required Vendor Submittal Form includes a checkbox for “Cover Letter and Executive Summary.” Could you please clarify whether you are expecting both a cover letter and an executive summary? **Answer:** Please see Addendum 1 for an answer to this question.	11/24/2025
Q2	**Question: Vendor Form for Team Members?** If we are partnering with another firm, should the Required Vendor Submittal Form be submitted for both firms, or only for the prime firm? **Answer:** Please see Addendum 1 for an answer to this question.	12/01/2025
Q3	**Question: Title Work/Easements** Will the City order title work and complete all easement legal descriptions and exhibits? **Answer:** Please see Addendum 1 for an answer to this question.	12/03/2025
Q4	**Question: Pipeline Materials** Does the City have a preference for pipeline materials? **Answer:** Please see Addendum 1 for an answer to this question.	12/03/2025
Q5	**Question: Arvada WTP** Will the existing water treatment plant (Arvada WTP) be utilized after the new RTP is constructed? or Can the new pump station be placed on the existing water treatment plant (AWTP) site? **Answer:** Please see Addendum 1 for an answer to this question.	12/03/2025
Q6	**Question: Taking 42-inch PCCP Line Out of Service** Can the existing 42-inch PCCP water main be taken out of service for inspection for condition assessment? **Answer:** Please see Addendum 1 for an answer to this question.	12/03/2025

No	Question/Answer	Question Date
Q7	**Question: HDR Engineering - Questions for RFP 25-ENG-087** 1. Confirm that cost estimates are not required by the Engineer. From review of the RFP, the OA and CMGC will provide cost estimates for review by the Engineer. 2. The scope of work did not identify workshops at design milestones. Confirm if these are desired. If desired, specify how many workshops there will be and at which milestones. 3. Clarify Scope of Work 2.4 Bullet 1. The items requested will not be available until after the 30% design submission. 4. Specify at which point in this project the CMGC solicitation and procurement will be undertaken. 5. Scope identifies 1-hour weekly progress meetings, requesting 1-hour bi-weekly progress meetings to be considered. **Answer:** Please see Addendum 1 for an answer to this question.	12/03/2025
Q8	**Question: Proposal Organization** Section 9.2 directs us to order the proposal in the way outlined in the Required Vendor Submittal form; however, Section 9.4.6 advises us to divide the proposal into Cover Letter, Related Experience, Key Personnel, Project Understanding, Project Approach, Project Schedule, and Cost Proposal. Can the City please clarify if we should follow the outline listed in the Required Vendor Submittal for or in section 9.4.6? **Answer:** Please see Addendum 1 for an answer to this question.	12/03/2025
Q9	**Question: Key Personnel** Can you please clarify the experience requirement referenced in Section 9.4.6.3 Key Personnel, item #1? The item currently refers to “owner’s advisor services,” and we want to confirm if this is the intended requirement, or if it should be “design services.” **Answer:** Please see Addendum 1 for an answer to this question.	12/03/2025
Q10	**Question: RTP Design Schedule** Can you share the design schedule for the RTP? **Answer:** Please see Addendum 1 for an answer to this question.	12/03/2025
Q11	**Question: OA Services** In section 9.4.6.3.i the RFP mentions “experience in providing owner’s advisor services.” Is this required from the design engineer? **Answer:** Please see Addendum 1 for an answer to this question.	12/03/2025
Q12	**Question: 9.4.5.6.ii** Can you clarify what is expected from the design engineer in item 9.4.5.6.ii in the RFP? **Answer:** Please see Addendum 1 for an answer to this question.	12/03/2025

CITY OF ARVADA
Purchasing Division
Phone: 720-898-7098 Email: Purchasing@arvada.org

REQUEST FOR PROPOSAL- ADDENDUM No. 01

Proposal #:	25-ENG-087
Title:	Design Services for Raw & Unfinished Infrastructure Project
RFP Issued:	11/12/2025
Addendum #:	**1**
Today's Date:	12/08/2025
Proposals Due By:	12/19/2025 **2:00 PM** MDT (NO CHANGE)
Questions Deadline:	12/03/2025 **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 Proposals (RFP) 25-ENG-087 – Raw & Finished Infrastructure Project.

1. Questions/Answers:

Q1. We would like clarification regarding the requirements in section 9.4.6.1 of the RFP. This section references a Cover Letter, but the Submittal Checklist on the Required Vendor Submittal Form includes a checkbox for "Cover Letter and Executive Summary." Could you please clarify whether you are expecting both a cover letter and an executive summary?

A1. This section has been updated. Please see below for additional information

Q2. If we are partnering with another firm, should the Required Vendor Submittal Form be submitted for both firms, or only for the prime firm?

A2. Submit the required submittal form for only the Prime Consultant.

Q3. Will the City order title work and complete all easement legal descriptions and exhibits?

A3. The City will complete all title work and legal descriptions. Selected consultant will only be responsible for identifying required easements.

Q4. Does the City have a preference for pipeline materials?

A4. The City does not have a preference on pipeline materials.

Q5. Will the existing water treatment plant (Arvada WTP) be utilized after the new RTP is constructed? or Can the new pump station be placed on the existing water treatment plant (AWTP) site?

A5. The existing Arvada WTP will NOT continue to be utilized after the RTP is complete and in service. The City may consider the locating the new pump station on or near that site, if it can be constructed without disrupting the operation of the Arvada WTP.

Q6. Can the existing 42-inch PCCP water main be taken out of service for inspection for condition assessment?

A6. The 42-inch PCCP water main can be taken out of service. However, this can only be done in the winter (low water demand) and requires very close coordination with the treatment and distribution teams. The City's preference would be to not take this line out of service, but this can be accommodated if needed.

Q7. A. Confirm that cost estimates are not required by the Engineer. From review of the RFP, the OA and CMGC will provide cost estimates for review by the Engineer.

B. The scope of work did not identify workshops at design milestones. Confirm if these are desired. If desired, specify how many workshops there will be and at which milestones.

C. Clarify Scope of Work 2.4 Bullet 1. The items requested will not be available until after the 30% design submission.

D. Specify at which point in this project the CMGC solicitation and procurement will be undertaken.

E. Scope identifies 1-hour weekly progress meetings, requesting 1-hour bi-weekly progress meetings to be considered.

A7. A. This is correct. Cost estimates will be provided by the OA and CMGC.

B. The City is anticipating the design milestones of 30%, 60%, 90%, and IFC. If different milestones are preferred, please identify and justify. Consultants should assume organizing two, three hour workshops each for the 30%, 60%, and 90% deliverables (one for presenting the deliverable and one for reconciling comments if needed).

C. This section has been updated. Please see below for additional information.

D. The City intends to post the RFP for the CM/GC in March 2026, the contract for pre-construction phase services being executed in April/May 2026.

E. The City's preference is weekly progress meetings, please assume this for the scope and fee. Once the project starts, we can consider reducing it to bi-weekly meetings if it makes sense.

Q8. Section 9.2 directs us to order the proposal in the way outlined in the Required Vendor Submittal form; however, Section 9.4.6 advises us to divide the proposal into Cover Letter, Related Experience, Key Personnel, Project Understanding, Project Approach, Project Schedule, and Cost Proposal. Can the City please clarify if we should follow the outline listed in the Required Vendor Submittal for or in section 9.4.6?

A8. This section has been updated. Please see below for additional information

Q9. Can you please clarify the experience requirement referenced in Section 9.4.6.3 Key Personnel, item #1? The item currently refers to "owner's advisor services," and we want to confirm if this is the intended requirement, or if it should be "design services.

A9. This section has been updated. Please see below for additional information.

Q10. Can you share the design schedule for the RTP?

A10. Below is the current assumed design and construction schedule. These dates are subject to change and should not be considered final.

- 30% Design - Complete
- 60% Design Deliverable – Aug. 2026
- Early Works Construction Package and NTP – Dec. 2026
- 90% Design Deliverable – Jan. 2027
- 100% Design Deliverable – May. 2027
- RTP Commissioning (date that pump station and pipelines need to be completed) - Q3, 2029.

Q11. In section 9.4.6.3.i the RFP mentions "experience in providing owner's advisor services." Is this required from the design engineer?

A11. This section has been updated. Please see below for additional information.

Q12. Can you clarify what is expected from the design engineer in item 9.4.5.6.ii in the RFP?

A12. For the three projects, provide the information listed in section 9.4.6.2.ii. The three projects should be similar in scope to all or portions of the Raw and Finished Infrastructure Project (large diameter pressure pipe design, pump station design, CM/GC delivery).

CITY OF ARVADA
Purchasing Division
Phone: 720-898-7098 Email: Purchasing@arvada.org

2. Updates and Changes to the solicitation document.

The following changes have been made to **RFP 25-ENG-087 – Raw & Finished Infrastructure Project** document. All updates and changes are indicated with font that are ***red, bold, underlined, and italicized***. Irrelevant and old information will be struck through.

A. Under Project Tasks, Task 2, Section 2.4, page 19 will be updated to now read as follows:

2.4 – CMGC Solicitation and Selection Assistance
• Consultant shall assist in assembling RFP for CM/GC procurement.
• Consultant shall assist with Contractor selection for CM/GC procurement.
• Consultant shall provide coordination with the selected Contractor during the Construction phase.

From

2.4 - CM/GC Solicitation and Selection Assistance
~~• Consultant will assemble project special provisions, specifications, the bid schedule, and construction drawings for inclusion in the bid documents prepared by the City.~~
~~• Consultant will participate in pre-bid/proposal meetings, assist with answering questions and preparing solicitation addenda.~~
~~• Consultant will assist with Contractor selection for CM/GC procurement.~~
~~• Consultant will provide coordination with the selected Contractor during the Construction phase.~~

B. Under Proposal Format, Section 9.4, Subsection, 9.4.6, Paragraph 9.4.6.1, page 9 asks respondents to create a cover letter that differs from the Submittal Checklist (under **Required Vendor Submittal Form**, page 21). Respondents will follow the updated Submittal Checklist. The Submittal Checklist has been revised as follows:

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 Letter***
  - ☐ ***Detail Firm's and Employees' Capabilities, Experience, Licensing, and Certifications***
  - ☐ ***Details of Proposal – Project Understanding and Project Approach as it applies to the Statement of Work***
  - ☐ ***Completed, signed Required Vendor Submittal Form, Performance Measures, and any other attachments requested***
  - ☐ ***Proposed Project Schedule***
  - ☐ ***Fee Schedule/Cost Proposal***

From

~~**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 nonresponsive.~~

- ☐ ~~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, Licensing, and Certifications, if applicable~~
  - ☐ ~~Details of Proposal – Proposed products & services, implementation timeline and warrantees~~
  - ☐ ~~Details of Qualifications – products & services~~

~~☐ Completed, signed Required Vendor Submittal Form, Performance Measures (if applicable), and any other attachments requested~~
~~☐ Proposed implementation timeline and any warranties if applicable ☐ Attach Firm's licensing or certifications, if applicable~~
~~☐ Pricing – All fee and costs associated with the offering. Use the City provided form if included in solicitation.~~

C. In the Statement of Work, under Finished Water Transmission Line, within the bulleted list, the following items have been updated as follows:

Finished Water Transmission Line:
The finished water transmission line will convey all treated water from the RTP to the Arvada distribution system. The City intends for the line to be sized to convey 27MGD. The general alignment, shown in Figure 1 below, will be from the east side of the RTP site, across SH 93, follow along W 68th Ave/Dunraven St, east along W 64th Pkwy, and then tie into the 42in and 27in transmission lines. The total length of pipeline is anticipated to be approximately 4,500LF. The connection to the existing transmission lines will require a control valve vault. This vault will maintain pressure within finished water transmission line, reduce the pressure at the tie in point to the existing lines, and regulate flow. Identified key components of this scope are the following:

- Design (Plan and Profile) of approximately 4,500LF of finished water transmission line sized for 27MGD.
- Geotech as needed
- Subsurface Utility Engineering (SUE) as needed.
- Connection to the piping being installed as part of the RTP project.
- SH 93 crossing. The City anticipates that this may need to be trenchless. See Figure 2 below.
- Crossing of critical utilities owned by others (Denver Water Conduits 16 and 22, North Table Mountain transmission line). See ***Figure 1*** below.
- Control Valve Vault. ***See Figure 1*** below.
- Tie-in to Arvada transmission lines. The 42in line is PCCP and a critical pipeline. See Figure 1 below.
- Culvert crossings in W 64th Pkwy. See ***Figure 3*** below

From

Finished Water Transmission Line:
The finished water transmission line will convey all treated water from the RTP to the Arvada distribution system. The City intends for the line to be sized to convey 27MGD. The general alignment, shown in Figure 1 below, will be from the east side of the RTP site, across SH 93, follow along W 68th Ave/Dunraven St, east along W 64th Pkwy, and then tie into the 42in and 27in transmission lines. The total length of pipeline is anticipated to be approximately 4,500LF. The connection to the existing transmission lines will require a control valve vault. This vault will maintain pressure within finished water transmission line, reduce the pressure at the tie in point to the existing lines, and regulate flow. Identified key components of this scope are the following:
~~• Design (Plan and Profile) of approximately 4,500LF of finished water transmission line sized for 27MGD.~~
~~• Geotech as needed.~~
~~• Subsurface Utility Engineering (SUE) as needed.~~
~~• Connection to the piping being installed as part of the RTP project.~~
~~• SH 93 crossing. The City anticipates that this may need to be trenchless. See Figure 2 below. • Crossing of critical utilities owned by others (Denver Water Conduits 16 and 22, North Table Mountain transmission line). See Figure 3 below.~~
~~• Control Valve Vault. See Figure 3 below.~~
~~• Tie-in to Arvada transmission lines. The 42in line is PCCP and a critical pipeline. See Figure 3 below.~~
~~• Culvert crossings in W 64th Pkwy. See Figure 1 below.~~

D. Under Proposal Format Requirements, Section 9.4, Subsection 9.4.6, Paragraph 9.4.6.3, subsection i, page 9 has been updated as follows:

i. ***Provide a company and key personnel profiles including principal areas of expertise and experience in providing engineering design services. Include an organization chart depicting the management of the firm's organization and its relationship to any other business/consultant entity.***

From

~~i. Provide a company and key personnel profiles including principal areas of expertise and experience in providing owner's advisor services. Include an organization chart depicting the management of the firm's organization and its relationship to any other business/consultant entity.~~

REQUEST FOR PROPOSAL

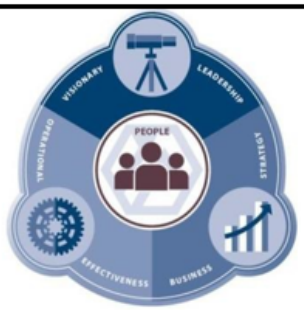
Proposal #:	**25-ENG-087**
Title:	**Design Services for Raw and Finished Infrastructure Project.**
RFP Issued:	**November 11, 2025**
Mandatory Pre-proposal Meeting:	**November 20, 2025, at 2:00 PM MT** **Mandatory, Online via Zoom** **https://arvadaco-gov.zoom.us/j/87435443082?pwd=NvtMb7zsksnOJTB19yP0mR77DLruSG.1** **Meeting ID: 874 3544 3082** **Passcode: 672700** **One tap mobile** **+17193594580,,87435443082#,,,,*672700# US** **+16694449171,,87435443082#,,,,*672700# US** **Join by SIP** **• 87435443082@zoomcrc.com** **Passcode: 672700**
Question Deadline:	**December 3, 2025, no later than 2:00 PM MT** Questions must be submitted through BidnetDirect.com. Responses will be posted on BidNet via addendum.
Proposals Due By:	**December 19, 2025, no later than 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**.
Estimated Project Start Date:	**March 01, 2026**

For additional administrative information not related to the project contact: Melanie Ortiz at mortiz@arvada.org
Contact with the requesting department may result in vendor disqualification.

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.



Documents included in this Request:

General Terms and Conditions	Pages 2-4
Special Terms and Conditions	Page 5
Insurance Requirements	Page 6
Administrative Information and Evaluation Criteria	Pages 7-10
Statement of Work	Pages 11-19
Required Vendor Submittal Form, Submittal Checklist &	Pages 20-21
Performance Measures Form	Pages 22-23

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 themselves 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.

(Continued on the next page)

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. NO 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 with no option to renew.

3. CONTENTS OF OFFER

Vendors are required to submit offers with the following conditions:

- **3.1.** Vendors shall make all investigations necessary to inform themselves of the facilities affected by the delivery of products and services required by the Solicitation.
- **3.2.** 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.
- **3.3.** The City shall issue Addenda if substantial changes are required which may impact the content and submission of Offers. A copy of such addenda will be publicly posted with the original RFP posting.
- **3.4.** 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. 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.

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 $5,000,000 following form to the Commercial General Liability.
5. ☐ **Builders Risk or Course of Construction** Purchased by contractor to cover physical damage to property in construction or rehab. Contractors will ensure that City and subcontractors will be covered as additional insureds, excluding their own machinery, tools and equipment.
6. ☒ **Professional Liability:** Professional Liability insurance in an amount of not less than $1,000,000 per occurrence, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims.
7. ☐ **Pollution Legal Liability Insurance** for limits not less than $1,000,000 per occurrence (or claims made) and not less than $1,000,000 aggregate for bodily Injury, personal Injury and property Damage.
8. ☐ **Privacy/Network/Cyber Liability Insurance f**or limits not less than $1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

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

(Continued on the next page)

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 be uploaded 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 follows:

2.1. 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.

2.2. Vendors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.

2.3. Solicitations and addenda are available at WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda and communications.

2.4. 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.

2.5. Once Offers have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.

3. MODIFICATION OR WITHDRAWAL OF OFFERS

3.1. **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.

3.2. **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

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

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

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

4.2.1. Reject all or parts of Offers submitted by prospective vendors;
4.2.2. Re-advertise this Solicitation;
4.2.3. Postpone or cancel the Solicitation;
4.2.4. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which;
4.2.4.1. is in arrears to the City for any debt or Contract or is a defaulter as surety for any obligation to the City.
4.2.4.2. 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.
4.2.4.3. 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:

6.1. 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's 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.

6.2. The Committee will score written Proposals by reviewing documentation submitted by the vendors. Evaluation will be based on the following criteria:

Table 1: Proposal Evaluation Criteria

Evaluation Criteria	**Points Possible**
Firm Capabilities & Team Qualifications	25
Project Approach	20
Reference Projects	20
Schedule	15
Not To Exceed Cost	15
Performance Measures	5

6.3. Exceptions to specifications or terms and conditions may result in submission being deemed non-responsive.

7. PRESENTATIONS

A second phase MAY be incorporated, in which the Committee will invite a limited number of vendors who received high scores during phase one, to provide an oral presentation. The evaluative score from the oral presentations will determine the top rated vendor(s).

8. QUALIFICATIONS

Evidence of these qualifications should be submitted with the consultant's proposal and

8.1. Minimum Qualifications:

8.1.1. Design lead must be a registered engineer in the State of Colorado.

8.1.2. Preferred Qualifications

8.1.2.1. Large diameter pressure pipe design experience.

8.1.2.2. Pump station design experience

8.1.2.3. Construction Management/General Contractor's (CM/GC) Experience

8.1.2.4. Experience working within a larger program with an Owner's Advisor (OA).

9. PROPOSAL FORMAT REQUIREMENTS

9.1. Written proposal should be a straightforward, concise description of capabilities, in accordance with the scope identified in this proposal coupled with recommendations and expertise in providing this type of professional service specific to project scope, size, and type. Proposals shall be limited to no more than **thirty (30) pages** excluding; front and back cover pages, personnel resumes, subcontractor resumes, required City forms, and table of contents. 11x17 pages are allowed and count as two pages. All font, including font in figures, must be 11 points or larger when printed on an 8.5x11 page.

9.2. Reference the Submittal Instructions checklist in the Required Vendor Submittal form for the proposal order of contents.

9.3. All information should be contained in **one** 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 are to evaluate must be contained in the pdf file.

9.4. Areas of expertise to demonstrate for both the consulting firm and key staff:

9.4.1. Experience working on projects of similar scope and complexity, with both pump station and pipeline components.

9.4.2. Experience phasing projects and scheduling, including how parallel construction projects will impact the overall schedule of completion, and developing risk registers.

9.4.3. Adequate availability of key and support resources

9.4.4. Additional project and program management skills and capabilities that may be applicable to the scope of the Project.

9.4.5. The City welcomes consultants to include sub-consultants to meet the City's needs as outlined in this

RFP.

9.4.6. To facilitate timely review by the City, each Proposal shall be divided into the following major sections:

9.4.6.1. **Cover Letter**

i. 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,

ii. The firm's e-mail and telephone number of the primary contact.

9.4.6.2. **Related Experience**

Describe company's qualifications to perform the scope of work by addressing each of the items listed below:

i. Firm's Related Experience: State the firm's particular abilities, experience, and qualifications related to this project.

ii. Results of Previous Projects: Provide information from at least three (3) projects of similar scope.

iii. Include at a minimum:

- Owner name
- Contact name
- Phone number
- Email address
- Brief description of project
- Status of project
- Results of the project
- The City reserves the right to contact the references provided in proposal without prior notification.

9.4.6.3. **Key Personnel**

i. ~~Provide a company and key personnel profiles including principal areas of expertise and experience in providing owner's advisor services. Include an organization chart depicting the management of the firm's organization and its relationship to any other business/consultant entity~~***. Provide a company and key personnel profiles including principal areas of expertise and experience in providing engineering design services. Include an organization chart depicting the management of the firm's organization and its relationship to any other business/consultant entity.***

ii. Key personnel shall be identified in the proposal and shall represent any person or persons whose individual action or inaction can impact the timely accomplishment of the performance objective(s) of the project.

iii. By submitting the proposal, the proposer is representing that each person listed or referenced in the proposal will be available to perform the services as described by the City and as included in the proposal.

iv. If awarded a contract, the proposer shall furnish all resources including but not limited to personnel (including sub consultants if needed to meet the needs of the scope), management, equipment, supplies, resources, transportation, and support to accomplish the performance objectives of the project.

v. Assigned personnel shall have the appropriate and documented knowledge, skills, training and experience required to accomplish each requirement.

vi. The City reserves the right to review and approve or disapprove the qualifications of key person or persons assigned to a requirement prior to the person beginning the performance of the work.

vii. Specifically provide information for the following:

- Project Manager's Experience: Identify the Project Manager who would be responsible for this project. List the Project Manager's relevant experience and similar work, including references.
- 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.
- Qualifications of Sub-consultants: List the sub-consultants you expect to use, the services provided by the sub-consultants and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key sub-consultant personnel who will be working on the project. The City will contract

solely with your company; therefore, sub-consultants/partners remain your sole responsibility.

9.4.6.4. **Project Understanding**

Provide a statement of project understanding which cover but is not limited to:

i. Understanding of the need of the project
ii. Project challenges, pitfalls, and issues
iii. Level of commitment the Consultant believes is necessary for this project
iv. Description of the firm's ability to develop creative solutions utilizing previous projects that had similar challenges, pitfalls, and issues as examples.

9.4.6.5. **Project Approach**

Present proposed solutions indicating the firm has performed adequate planning to accomplish the tasks defined in the Statement of Work. Innovations, efficiencies, and detailed examples are encouraged. Describe recommended and/or alternative approaches to delivering the Raw and Finished Infrastructure Design, including but not limited to the following:

i. Describe the services / recommendations that firm proposes to provide for the project as described by this RFP.
ii. Describe any resources that the firm would use or provide in serving the design engineer.
iii. Describe how the proposed team / individual can add value.
iv. Describe how the firm will ensure strict compliance with the City's list of requirements and obtain quality control in materials and workmanship.
v. Identify and expand on the deliverables as a part of the firm's services (i.e. conflict management, reports, etc.)
vi. Explain what a typical work plan would be on a project of this complexity and scope.

9.4.6.6. **Project Schedule**

Provide a proposed schedule for completing the design work and anticipated construction phasing. The Consultant's schedule should adhere to the preferred project delivery method (CM/GC), or should outline the benefits of an alternative method, and the interaction of the Consultant and a Contractor. The required completion date of the project, both pipelines and pump station, is Q4 2029. This will coincide with the anticipated commissioning date of the RTP project.

i. The proposer shall identify the need for any outside specialty consultants.
ii. 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 within RTP Program
iii. The proposer must agree to protect any gained proprietary information from unauthorized use or disclosure for as long as it remains proprietary.

9.4.6.7. **Cost Proposal**

i. 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.
ii. 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.
iii. Additional Tasks being proposed should be included and identified as fee adders.
iv. Monthly invoicing shall be fully itemized with the time, dates for work covered, and detailed description of work completed.

(Continued on the next page)

STATEMENT OF WORK

Purpose:
The City of Arvada (City) is currently in the process of designing a new replacement treatment plant (RTP) to replace the existing Arvada Water Treatment Plant (AWTP). The RTP will be an 18 million gallons per day (MGD) (expandable to 27MGD) greenfield plant. New infrastructure is needed to deliver raw water to the new site and from there deliver finished water to the distribution system. The purpose of this RFP is to receive proposals from qualified engineering consulting firms to provide design services for this delivery infrastructure. This infrastructure will include approximately 9,500LF of raw water transmission line sized for 18MGD, as well as 4,000LF of finished water transmission line sized for 27MGD, and a raw water pump station to convey flows from Arvada Reservoir. This work will be named the Raw and Finished Infrastructure Project and will be different from the RTP project currently underway to design and construct the replacement treatment plant.

Background:
The Raw and Finished Infrastructure Project will be considered part of the RTP Program. This program includes all of the infrastructure, work, and coordination to deliver and operate the new treatment plant. In addition to the Raw and Finished Infrastructure Project, the program currently includes the RTP project with a design engineer (Jacobs), owner's advisor (OA) (Stantec), and CM/GC contractor (Garney). The OA will function as an Owner's advisor for all projects and contracts within the RTP Program. The Raw and Finished Infrastructure project will require close coordination with the OA and other parties within the program.

Completing the Raw and Finished Infrastructure Project on schedule is a top priority. This infrastructure will need to be in place, tested, and ready for operation prior to commissioning the replacement treatment plant. Schedule expectations are included above in section **9.4.6.6. Project Schedule**.

The City intends to deliver the Raw and Finished Infrastructure project utilizing the Construction Management / General Contractor (CM/GC) delivery method. The main reasons for this choice are the criticality of the schedule, complexity, and required close coordination within the RTP program.

Finished Water Transmission Line:
The finished water transmission line will convey all treated water from the RTP to the Arvada distribution system. The City intends for the line to be sized to convey 27MGD. The general alignment, shown in Figure 1 below, will be from the east side of the RTP site, across SH 93, follow along W 68th Ave/Dunraven St, east along W 64th Pkwy, and then tie into the 42in and 27in transmission lines. The total length of pipeline is anticipated to be approximately 4,500LF. The connection to the existing transmission lines will require a control valve vault. This vault will maintain pressure within finished water transmission line, reduce the pressure at the tie in point to the existing lines, and regulate flow. Identified key components of this scope are the following:

- Design (Plan and Profile) of approximately 4,500LF of finished water transmission line sized for 27MGD.
- Geotech as needed
- Subsurface Utility Engineering (SUE) as needed
- Connection to the piping being installed as part of the RTP project.
- SH 93 crossing. The City anticipates that this may need to be trenchless. See Figure 2 below.
- Crossing of critical utilities owned by others (Denver Water Conduits 16 and 22, North Table Mountain transmission line). See ~~Figure 3~~ ***Figure 1*** below.
- Control Valve Vault. See ~~Figure 3~~ ***Figure 1*** below.
- Tie-in to Arvada transmission lines. The 42in line is PCCP and a critical pipeline. See Figure 3 below.
- Culvert crossings in W 64th Pkwy. See ~~Figure 1~~ ***Figure 3*** below.

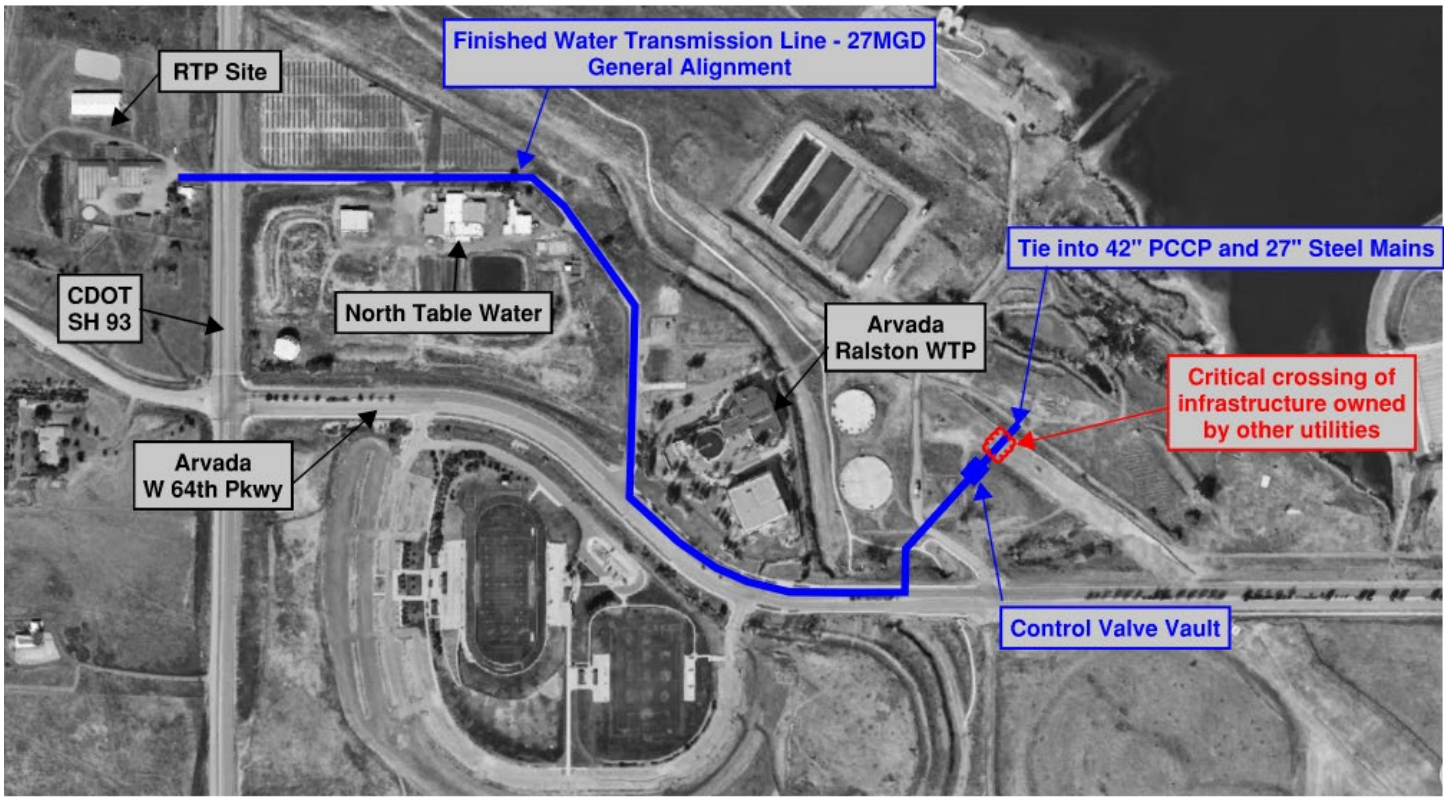


Figure 1: Finished Water Transmission Line General Alignment

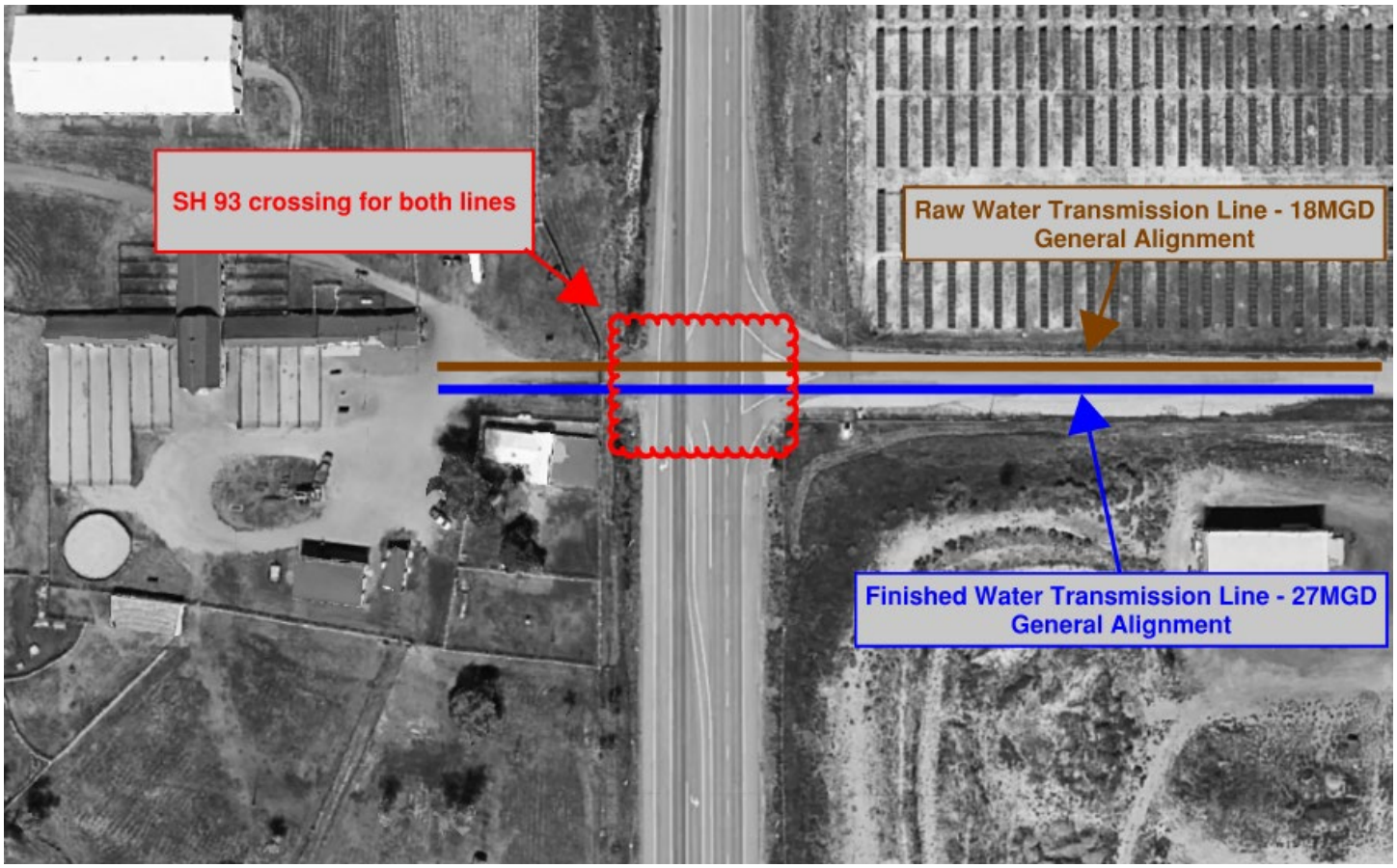


Figure 2: SH93 Crossing Exhibit

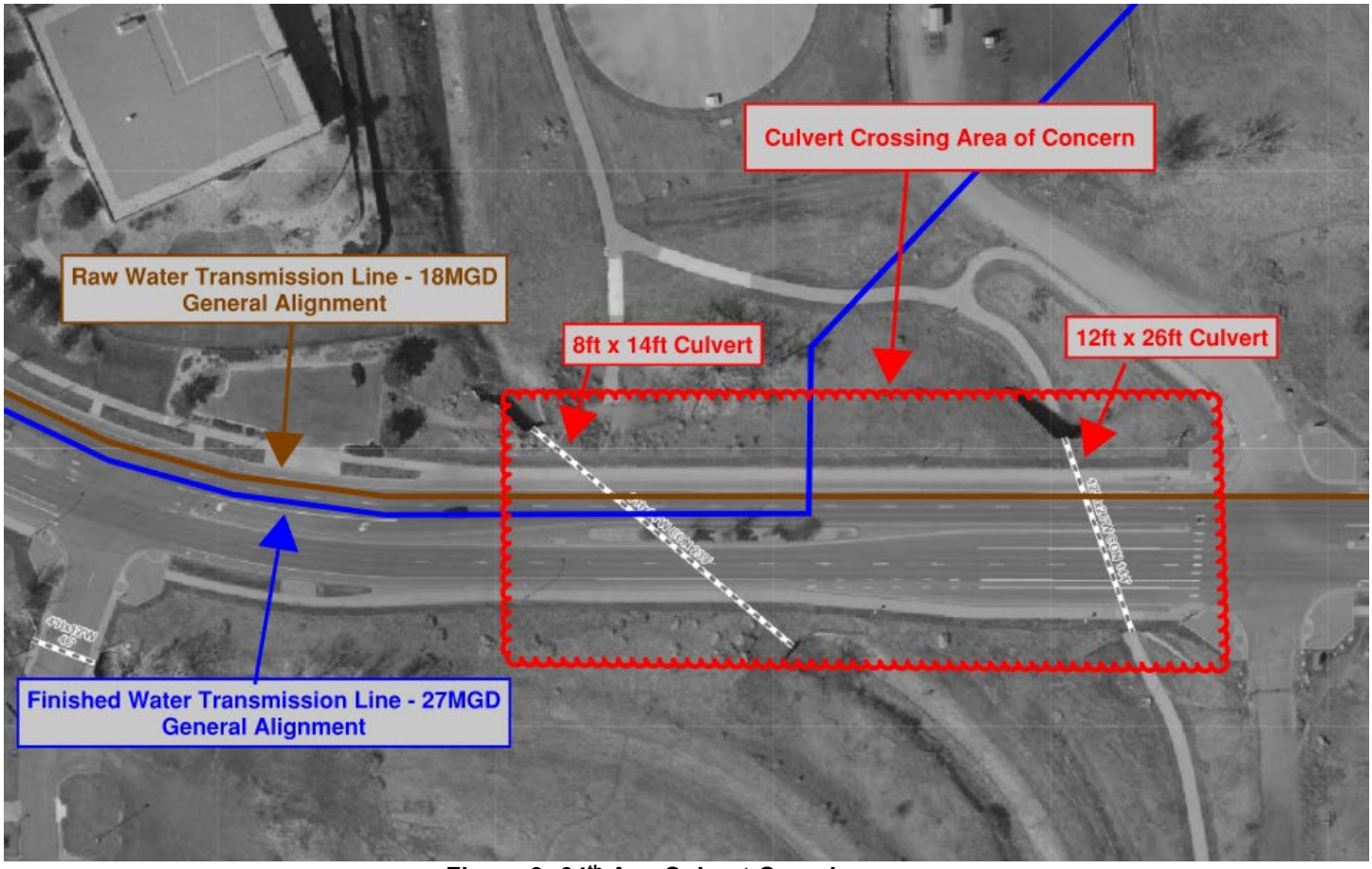


Figure 3: 64th Ave Culvert Crossings

Raw Water Transmission Line:

The raw water transmission line will convey all raw water from offsite to the RTP site to be treated. The line will convey water from two different sources, the Arvada Reservoir and Ralston Reservoir (from water rights on Gross reservoir and the Fraser River). The Arvada Reservoir's water will be conveyed from the existing outlet structure on the east side of the reservoir. The general alignment, shown in Figures 4 and 5 below, will be from the dam outlet structure, south along the access road east of the reservoir to the Raw Water Pump Station (also to be designed and constructed with this project), then west along W 64th Pkwy, north/west on Dunraven St/W 68th Ave, and across SH 93 to the new RTP site. The total length of pipeline is anticipated to be approximately 9,500LF. The connection to the Ralston Reservoir line at Ralston WTP will require a control valve and flow meter vault. This vault will reduce pressure to match that of the raw water transmission line and regulate/measure amount of flow from the Ralston pipeline into the raw water transmission line. Identified key components of this scope are the following:

- Design (Plan and Profile) of approximately 9,500LF of raw water transmission lined sized for 18MGD.
- Geotech as needed
- Subsurface Utility Engineering (SUE) as needed
- Connection to the piping being installed as part of the RTP project.
- SH 93 crossing. The City anticipates that this will need to be trenchless. See Figure 2 above.
- Crossing of critical utilities owned by others (Denver Water Conduits 16 and 22, North Table Mountain transmission line) See Figure 4 below.
- Culvert crossings in W 64th Pkwy. See Figure 3 above.
- Connection to the existing piping at the dam outlet structure. The existing pipe is PCCP and there are currently no valves to isolate the line after the gates at the outlet structure.
- Safety considerations for working within proximity of the toe of the dam for Arvada Reservoir.
- Control valve/flow meter vault and connection to Ralston piping at RWTP.
- South Boulder Diversion Canal Crossing at RWTP

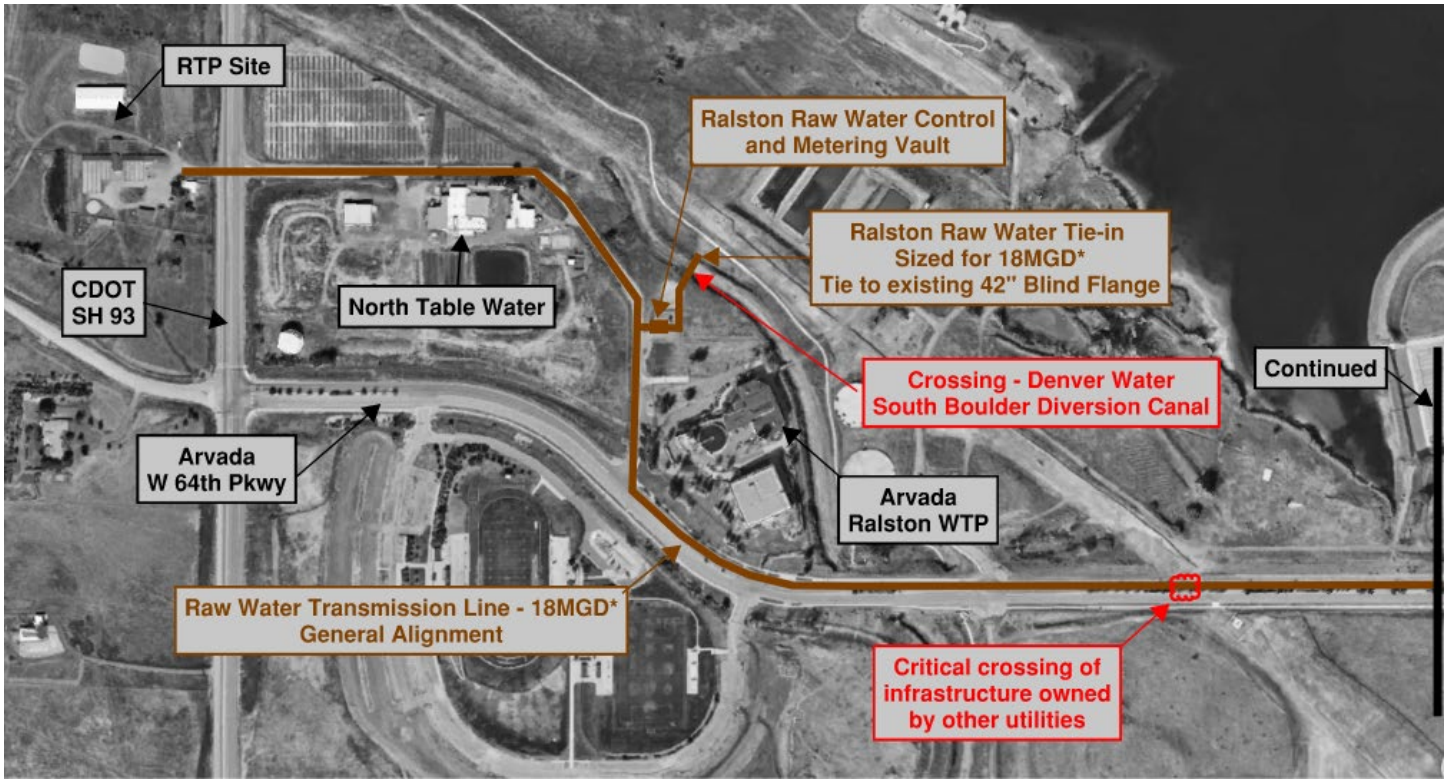


Figure 4: Raw Water Transmission Line General Alignment Part 1

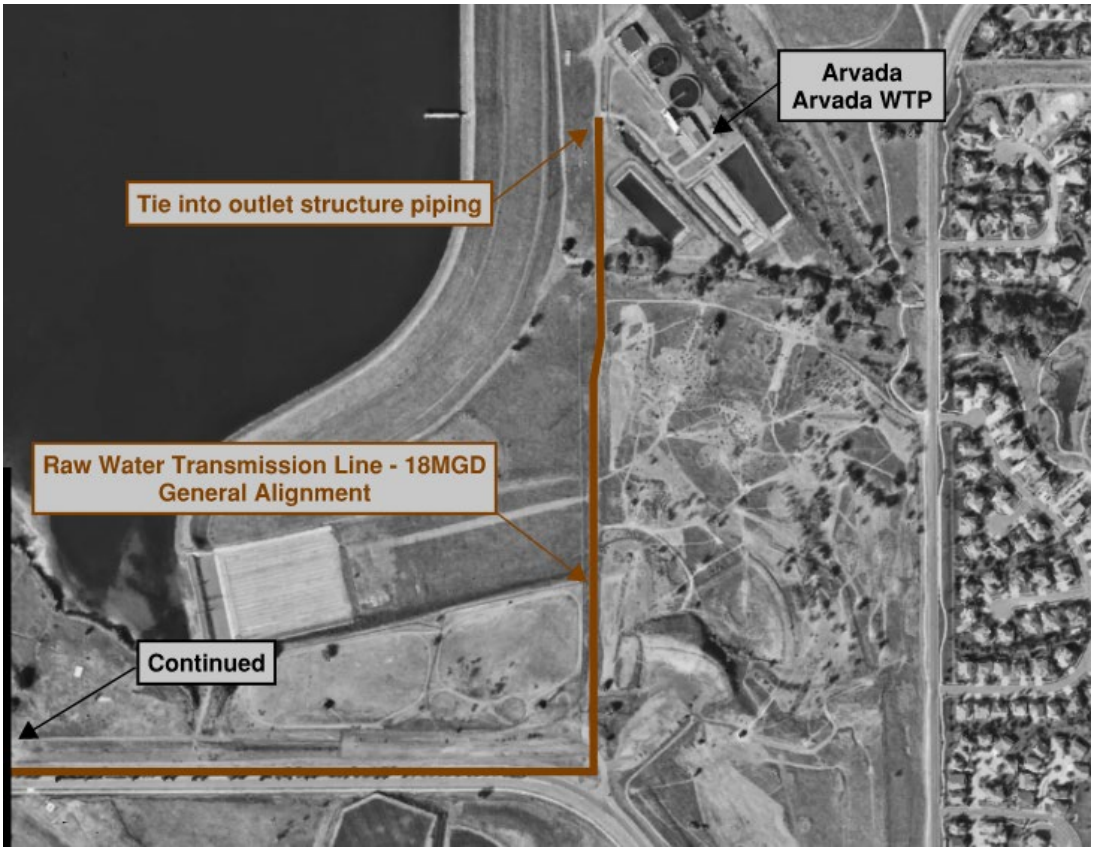


Figure 5: Raw Water Transmission Line General Alignment Part 2

Raw Water Pump Station:
The raw water pump station will pump water from the Arvada Reservoir to the RTP site. This project will include assisting the City in deciding on the proper design flow for the pump station. Preliminarily, the City assumes the pump station will be designed to convey between 12-18MGD and provide ~200ft of lift. Figure 6 below shows preliminary siting options for the pump station. The selected consultant will be expected to evaluate the identified sites, suggest other sites if applicable, and

help the City finalize a selection for final design. Preliminary concerns with the three identified sites are:

- **Site 1**: Insufficient suction head (finished grade is only ~13ft below the minimum reservoir level). Geotech concerns (the site may be located at a "dumping ground" for excess dirt from excavations).
- **Site 2**: Insufficient suction head (finished grade is only ~20ft below the minimum reservoir level). Concerns with constructing within the West Arvada Dog Park.
- **Site 3**: Location is within the inundation zone and emergency spillway of Arvada Reservoir. Concerns with constructing within the Arvada Bird's Nest Disc Golf Course.

The selected consultant will also be expected to conduct a surge analysis and design appropriate surge mitigation at the new pump station. A critical scope of work will be the control scheme for the pump station and coordinating with design engineer for the main RTP project. This pump station will be the primary feed for the RTP and will regulate the flow of water into the plant. Identified key components of this scope are the following:

- Full design of 18MGD Raw water pump station, including but not limited to:
    - Pump station structure, pump sizing and selection, piping and appurtenances, electrical, instrumentation, controls, and surge mitigation.
    - Selecting optimal site from identified options, or additional options identified by the consultant.
    - Coordination with design engineer (Jacobs) for the RTP regarding flow control to the RTP site.

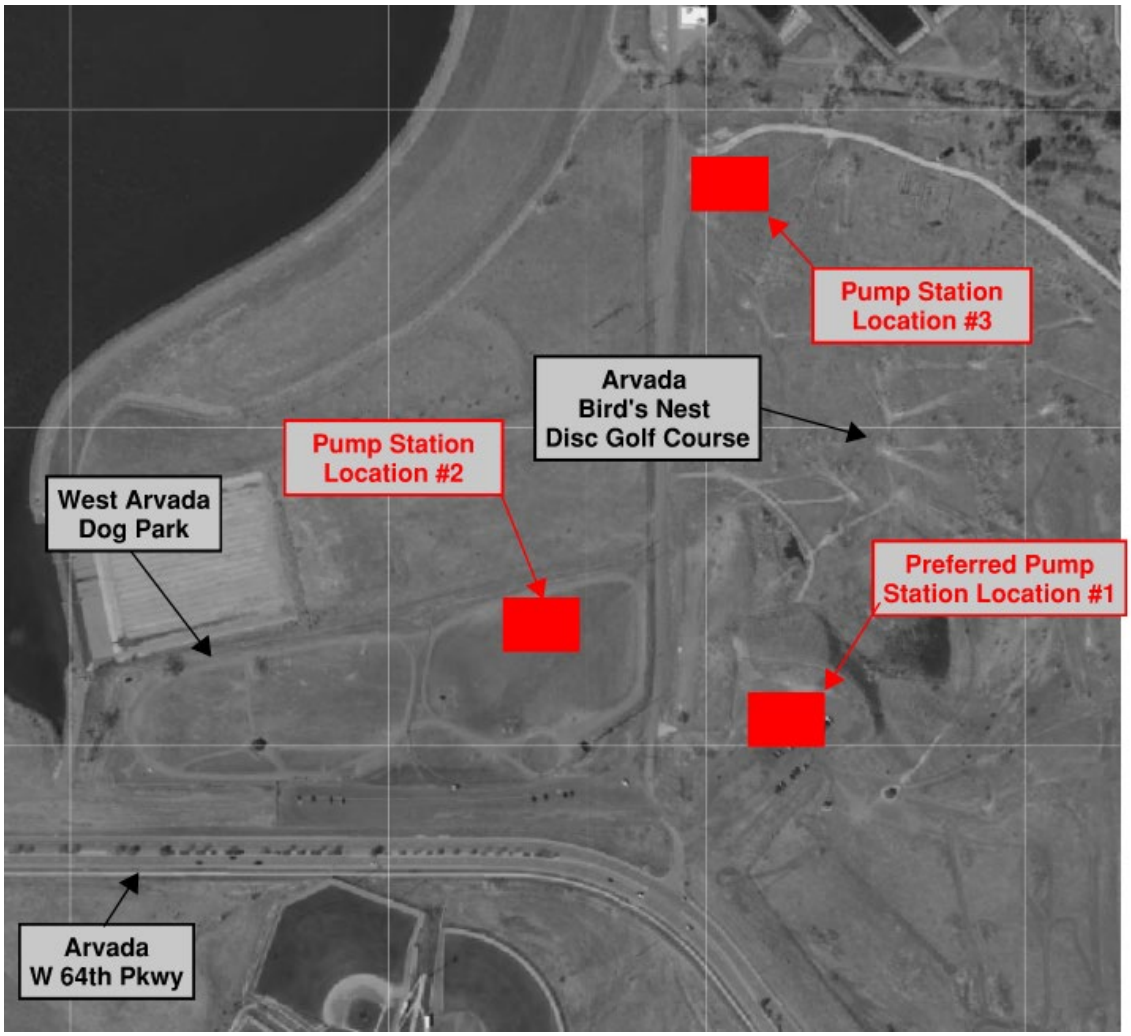


Figure 6: Raw Water Pump Station Preliminary Sites

PCCP Condition Assessment:

The new raw water transmission line and finished water transmission line will require tie-ins into existing prestressed concrete cylinder pipes (PCCP). The raw water transmission line will connect to the 48" PCCP line at the dam outlet structure. This line is around 750LF in length and was constructed in 1980 and is part of the dam outlet structure. The finished water transmission line will connect to the 42" PCCP transmission line. This line is around 7,500LF in length and was installed in 1978. Both existing PCCP lines and the reservoir outlet structure will be utilized by the RTP and will need to continue to be used for at least the next 50 years or more.

Consultant, or designated subconsultant, will provide a recommendation for condition assessment and rehab options for the existing PCCP mains and reservoir outlet structure. The initial design services scope will only include scope to identify options for detailed condition assessment and/or rehabilitation. Once a preferred method of assessment or rehabilitation is identified, the City's intent is to award the condition assessment and rehab design to the selected firm; however, this scope and fee may be negotiated and amended to the contract.

Sustainability:
Consultant will be provided with existing documents that validate sustainability claims made by the City and shall review this documentation as part of the sustainability study for this project.

Additionally, Consultant will host up to four (4) key project team workshops (Environmental, Stakeholder Engagement, Electrical Design, Operations, Civil, Landscape Design, Construction, etc.) to gather feedback regarding the performance of the Project against the credits in the Envision Framework. Consultant will seek feedback in these meetings on the feasibility of implementing additional sustainability measures throughout the project to improve the sustainability performance.

Utilizing the feedback provided by the project team, draft an Envision Feasibility Study communicating the credits and points that could be pursued, and recommend additional sustainability measures that align with the project priorities for including in future design iterations. The Envision Feasibility Study will feature an Envision v3 Scorecard, a credit-by-credit analysis identifying the applicable credit and the estimated levels of achievement based on the existing Project documentation review and feedback received during the sustainability workshop meetings. The Envision Feasibility Study will include a strategy for a base award level (if possible), and recommendations on how to increase that award level to one (1) level higher.

The selected consultant will provide the Envision Feasibility Study to the City for review, incorporate comments, and finalize the document for City use.

CMGC/OA/RTP Program Coordination:
The City is currently assuming a project procurement approach of Construction Manager/General Contractor (CM/GC). Consultant will also be expected to coordinate closely with the City's Owner Advisor for the RTP program, as well as coordinate with the design engineer and contractor for the RTP project as needed. Anticipated coordination tasks are anticipated to be, but not limited to, the following:

- OA activities that the selected consultant will attend and provide review and comment on:
    - Attendance and participation in the cost estimate review workshops hosted by the OA at the 30%, 60%, and 90% deliverables.
    - Attendance and participation in the Value Engineering workshops at the 30% and 60% design deliverables
- Program schedule coordination
- Program Risk Register
- CM/GC will run activities that selected consultant will attend and provide review and comment on:
    - Constructability reviews at 30% and 60% deliverables.
    - GMP reviews at 60% and 90% deliverables

Project Tasks:

Task 1 – Project Management and Quality Control – Project Wide

1.1. Kick-off Meeting

Upon receipt of a written Notice to Proceed from the City, the Consultant will conduct a kick-off meeting with the City. Sub-consultants should be included at the discretion of the Consultant. At the kick-off meeting, the Consultant shall be prepared to discuss the scope and approach to completing the work, review the project schedule, and identify major milestones, workshops, and deliverables. An Agenda shall be provided at least one business day ahead of the meeting. Draft meeting minutes shall be prepared and distributed by Consultant to the Project Manager for review within three business days of the meeting.

1.2. Project Meetings and Updates

The Consultant shall schedule and facilitate weekly 60-minute progress calls with the Project Manager and periodic larger meetings with the City's internal stakeholders throughout the duration of the project. The Consultant is responsible for organizing these meetings including preparing and distributing agenda ahead of the meeting, compiling meeting minutes, and distributing minutes and action items to Project Manager within three business days of meeting completion.

1.3. Monthly Invoice Submittals

The Consultant shall submit monthly invoices detailing costs incurred in conjunction with the project. Each invoice shall cover a period of one calendar month (or a four-week time period) and shall be submitted to the City within six weeks after the end of each billing cycle. An updated schedule and financial status review shall be provided with the monthly invoice.

1.4. Quality Control

The Consultant shall submit a detailed description of anticipated quality control methods.

1.5. CMGC, OA, and Program Coordination

The Consultant shall attend monthly 60-minute program coordination meetings/calls with the RTP OA and other consultants and contractors working in the RTP program. The consultant shall also prepare monthly schedule updates and provide them to the RTP OA for incorporation into the program wide schedule.

Task 2 – Design

2.1 Finished Water Line Design

The Consultant will assume the following in developing scope and budget for design:

- One workshop and report to finalize and document pipeline alignment.
- SUE investigation (assume 20 test holes)
- Survey of the project area using the project survey control file
- Geotechnical investigation and report as determined appropriate by the Consultant
- Identify utility easements required – City will negotiate and obtain all easements required
- Assisting contractor with opinions of probable cost and reviewing independent cost estimate prepared by the RTP OA.
- Construction drawings - Consultant must submit a list of construction plans determined appropriate for the final bid package with their proposal. City anticipates drawings packages to be delivered at 30%, 60%, 90%, and IFC. Construction drawings must include at a minimum the following plans:
    - Utility plan and profiles
    - Traffic control plans and trail detour plans
    - Erosion control plans
    - Restoration plans
    - Construction Details
    - Cathodic protection system, designed by a Colorado Licensed Professional Engineer, accredited by the National Association of Corrosion Engineers (NACE) as a Cathodic Protection Specialist (CP4).
- Storm Water Management Plan – Project Wide
- Project Special Provisions (Specifications)
- Bid Schedule
- Coordination and permitting with other agencies (CDPHE, CDOT, Denver Water, Jefferson County, North Table Water, etc.)

- Use of Arvada, and CDOT Standards, Specifications, and Details to the extent possible
- Design Memorandum identifying design assumptions and hydraulic analysis of the proposed waterline design.

2.2 Raw Water Line Design

The Consultant will assume the following in developing scope and budget for design:

- One workshop and report to finalize and document pipeline alignment.
- SUE investigation (assume 30 test holes).
- Survey of the project area using the project survey control file (assumes that some will be shared with Task 2 - Design).
- Geotechnical report as determined appropriate by the Consultant
- Identify utility easements required – City will negotiate and obtain all easements required
- Assisting contractor with opinions of probable cost and reviewing independent cost estimates prepared by the RTP OA.
- Construction drawings - Consultant must submit a list of construction plans determined appropriate for the final bid package with their proposal. The City anticipates drawing(s) packages to be delivered at 30%, 60%, 90%, and IFC. Construction drawings must include at a minimum the following plans:
    - Utility plan and profiles
    - Traffic control plans and trail detour plans
    - Erosion control plans
    - Restoration plans
    - Construction Details
    - Cathodic protection system, designed by a Colorado Licensed Professional Engineer, accredited by the National Association of Corrosion Engineers (NACE) as a Cathodic Protection Specialist (CP4).
- Storm Water Management Plan
- Project Special Provisions (Specifications)
- Bid Schedule
- Coordination and permitting with other agencies (CDPHE, CDOT, Denver Water, Jefferson County, North Table Water, etc.)
- Use of Arvada, and CDOT Standards, Specifications, and Details to the fullest extent possible
- Design Memorandum identifying design assumptions and hydraulic analysis of the proposed waterline design.

2.3 Raw Water Pump Station Design

- Facilitate two, two-hour workshops with City stakeholders to determine the appropriate design flow for the pump station.
- Facilitate siting workshops and assist the City in identifying the site for final design.
- Survey of the project area using the project survey control file.
- Geotechnical report as determined appropriate by the Consultant
- Identify utility easements required – City will negotiate and obtain all easements required
- Assisting contractor with opinions of probable cost and reviewing independent cost estimate from OA.
- Construction drawings - Consultant must submit a list of construction plans determined appropriate for the final bid package with their proposal. City anticipates drawings packages to be delivered at 30%, 60%, 90%, and IFC. Construction drawings must include at a minimum the following plans:
    - Utility plan and profiles
    - Traffic control plans and trail detour plans
    - Erosion control plans
    - Restoration plans
    - Construction Details
- Project Special Provisions (Specifications)
- Bid Schedule
- Coordination and permitting with other agencies (CDPHE, CDOT, Denver Water, Jefferson County, North Table Water, etc.)
- Use of Arvada Standards, Specifications, and Details to the extent possible
- Design Memorandum identifying design assumptions and hydraulic analysis of the proposed pump station design.

2.4 CM/GC Solicitation and Selection Assistance

- ~~Consultant will assemble project special provisions, specifications, the bid schedule, and construction drawings for inclusion in the bid documents prepared by the City.~~
- ~~Consultant will participate in pre-bid/proposal meetings, assist with answering questions and preparing solicitation addenda.~~
- ~~Consultant will assist with Contractor selection for CM/GC procurement.~~
- ~~Consultant will provide coordination with the selected Contractor during the Construction phase.~~
- ***Consultant shall assist in assembling RFP for CM/GC procurement.***
- ***Consultant shall assist with Contractor selection for CM/GC procurement.***
- ***Consultant shall provide coordination with the selected Contractor during the Construction phase.***

2.5 PCCP Condition Assessment Approach

- Consultant (or designated subconsultant) will identify methods for detailed condition assessments/rehabilitation methods for the 42" PCCP main, 48" PCCP reservoir outlet pipe, and the reservoir outlet structure.
- Prepare and submit a Technical Memorandum (TM) summarizing condition assessment and rehabilitation options for each of three existing facilities noted above. TM should include and evaluation criteria along with a draft recommendation for each referenced facility.

2.6 Cost Estimating

- Consultant will participate in three (3) cost estimate review workshops with City, Owners Advisor, and CM/GC contractor Comments shall be discussed with the design team, CM/GC, and City in a workshop.

2.7 Sustainability

- Consultant will develop an Envision Feasibility Study for this project. The study will include the information outlined in the Sustainability section above, and results in a report that the City can use to advise pursuing Envision verification for the project.
- As a part of developing the Envision Feasibility Study, the Consultant will host four workshops with City stakeholders to gather feedback on the feasibility of implementing Envision sustainability measures.

OPTIONAL - Task 3 - Construction

The initial design services do not include construction services due to the unknown nature of construction services required before the design for this project has begun. The City's intent is to award construction services to the Design Consultant, but the Scope and fees will be negotiated at a later date.

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's 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: _____

_____

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, Licensing, and Certifications, if applicable~~
  - ☐ ~~Details of Proposal – Proposed products & services, implementation timeline and warrantees~~
  - ☐ ~~Details of Qualifications – products & services~~
  - ☐ ~~Completed, signed Required Vendor Submittal Form, Performance Measures (if applicable), and any other attachments requested~~
  - ☐ ~~Proposed implementation timeline and any warranties if applicable~~
  - ☐ ~~Attach Firm's licensing or certifications, if applicable~~
  - ☐ ~~Pricing – All fee and costs associated with the offering. Use the City provided form if included in solicitation.~~

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 Letter***
  - ☐ ***Detail Firm's and Employees' Capabilities, Experience, Licensing, and Certifications***
  - ☐ ***Details of Proposal – Project Understanding and Project Approach as it applies to the Statement of Work***
  - ☐ ***Completed, signed Required Vendor Submittal Form, Performance Measures, and any other attachments requested***
  - ☐ ***Proposed Project Schedule***
  - ☐ ***Fee Schedule/Cost Proposal***

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. Submitting 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 #** _____

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 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.

Pre-Proposal Meeting Agenda

Design Services for Raw and Finished Infrastructure Project
REQUEST FOR PROPOSAL #: 25-ENG-087

Date: November 20, 2025 – MANDATORY
Start Time: 2:00 PM MDT
Location: **Virtual Only**: Join Zoom Meeting:
https://arvadaco-gov.zoom.us/j/87435443082?pwd=NvtMb7zsksnOJTB19yP0mR77DLruSG.1
Meeting ID: 874 3544 3082
Passcode: 672700

Attendance:

Name:	Organization	Title
Danny Wolff	Arvada	Project Manager
Jenn Ventura	Arvada	Assistant PM
Melanie Ortiz	Arvada	Senior Procurement Specialist
Stephanie Elliot	Stantec	Owner's Advisor
Jenn Gelmini	Stantec	Owner's Advisor
Regina Dennis	Stantec	Owner's Advisor

Consultants – Add your Firm information into the Chat box: Firm name, Contact name, email and phone number. This is a mandatory meeting, if your company information is not present, then your firm will not be able to submit a response. If you have an AI meeting assistant, or an AI automated transcription tool for meeting notes, please disable it. Any information shared from this meeting that does not originate directly from the City of Arvada is considered unofficial and invalid.

1. **Purchasing**
    a. All contact for this solicitation must be directed only to the designated contact Melanie Ortiz at mortiz@arvada.org. Contact with any other City employee, department personnel, or project representatives regarding this solicitation is strictly prohibited and may result in disqualification.
    b. All solicitation materials are posted on www.BidNetDirect.com under the City of Arvada's agency page. Please ensure that your firm is registered with BidNet Direct and that you have access to download all documents, including any addenda that may be issued.
    c. Questions are due **no later than 12/3/2025 – 2:00 PM MT.** All Questions regarding this solicitation must be submitted in writing through BidNetDirect.com. Responses will be posted on BidNet via Addendum.
    d. Proposal Submissions are due **no later than 12/19/2025 – 2:00 PM MT**. Submissions to this solicitation 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. Be sure to upload your response with enough time as BidNet will close the solicitation at 2:00 PM. BidNet will not save proposal if it was still uploading.

2. **Project Background**
   a. The City of Arvada is currently in the process of designing an 18MGD, greenfield water treatment plant (RTP).
   b. The RTP will require additional infrastructure for raw and finished water delivery. The scope of this RFP is for design services for this infrastructure:
      i. 4,000LF of finished water transmission line
      ii. 9,500LF of raw water transmission line
      iii. An 18MGD raw water

3. **Project Scope**
   a. 2.1 - Finished Water Line Design
   b. 2.2 - Raw Water Line Design
   c. 2.3 - Raw Water Pump Station Design
   d. 2.4 - CM/GC Solicitation and Selection Assistance
   e. 2.5 - PCCP Condition Assessment Approach
   f. 2.6 - Cost Estimating
   g. 2.7 - Sustainability

4. **Areas of Concern**
   a. SH93 Crossing and CDOT Coordination
   b. Critical pipeline crossings
   c. Experience with CM/GC
   d. Experience working within a larger program

5. **Project Schedule**
   a. Raw and finished infrastructure installed and operations by Q4 2029.

6. **Proposal Schedule**

a.	December 3, 2025 at 2:00 PM	Questions due
b.	December 19,2025 at 2:00 PM	Proposals due via BidNet
c.	March 9, 2025	Estimated NTP

7. **Corrections to RFP (Will be included in Addendum)**

Finished Water Transmission Line:
The finished water transmission line will convey all treated water from the RTP to the Arvada distribution system. The City intends for the line to be sized to convey 27MGD. The general alignment, shown in Figure 1 below, will be from the east side of the RTP site, across SH 93, follow along W 68th Ave/Dunraven St, east along W 64th Pkwy, and then tie into the 42in and 27in transmission lines. The total length of pipeline is anticipated to be approximately 4,500LF. The connection to the existing transmission lines will require a control valve vault. This vault will maintain pressure within finished water transmission line, reduce the pressure at the tie in point to the existing lines, and regulate flow. Identified key components of this scope are the following:

- Design (Plan and Profile) of approximately 4,500LF of finished water transmission line sized for 27MGD.
- Geotech as needed
- Subsurface Utility Engineering (SUE) as needed
- Connection to the piping being installed as part of the RTP project.
- SH 93 crossing. The City anticipates that this may need to be trenchless. See Figure 2 below.
- Crossing of critical utilities owned by others (Denver Water Conduits 16 and 22, North Table Mountain transmission line). See ~~Figure 3 below.~~ Figure 1
- Control Valve Vault. See ~~Figure 3 below.~~ Figure 1
- Tie-in to Arvada transmission lines. The 42in line is PCCP and a critical pipeline. See ~~Figure 3 below.~~ Figure 1
- Culvert crossings in W 64th Pkwy. See ~~Figure 1 below.~~ Figure 3

8. Questions

Purchasing Division
Phone: 720-898-7098 Email: Purchasing@arvada.org

REQUEST FOR PROPOSAL- ADDENDUM No. 02

Proposal #:	25-ENG-087
Title:	Design Services for Raw & Unfinished Infrastructure Project
RFP Issued:	11/12/2025
Addendum #:	**1**
Today's Date:	12/09/2025
Proposals Due By:	12/19/2025 **2:00 PM** MDT (NO CHANGE)
Questions Deadline:	12/03/2025 **2:00 PM** MDT (NO CHANGE)

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

This addendum is for the release of the Pre-Proposal Meeting Agenda, and the corresponding sign-in sheet. No changes to the solicitation document were made.

Pre-Proposal Meeting Agenda

Design Services for Raw and Finished Infrastructure Project
REQUEST FOR PROPOSAL #: 25-ENG-087

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Meeting ID: 874 3544 3082
Passcode: 672700

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8. Questions

PRE-BID MEETING ATTENDANCE SHEET	
Bid #: 25-ENG-087 – Design Services for Raw & Finished Infrastructure	Meeting Date/Time: Nov. 20, 2025, at 2:00 PM MT
Facilitator: Danny Wolff	Place: https://arvadaco-gov.zoom.us/j/87435443082?pwd=NvtMb7zsksnOJTB19yP0mR77DLruSG.1

CITY OF ARVADA

Company	Representative Name	Phone	E-Mail
JMT	David Berry	303-481-1703	dberry@jmt.com
Freese and Nichols	Andrew Richardson	817-735-7210	Andrew.Richardson@freese.com
Hazen and Sawyer	Ethan Ford	970-402-7036	eford@hazenandsawyer.com
JR Engineering	Donald Rosier, PE	(303) 267-6212	drosier@jrengineering.com
JR Engineering, LLC	Wellee Linga	(303) 740-9393	wlinga@jrengineering.com
Dewberry Engineers Inc.	Joel Spencer	303-951-0621	jtspencer@dewberry.com
HDR Engineering	Mike Gossett	303-318-6280	michael.gossett@hdrinc.com
HDR	Kay Dry	720.877.7902	kay.dry@hdrinc.com
J&T Consulting, Inc.	Michelle Anderson	3038576222	MichelleAnderson@j-tconsulting.com
Dewberry Engineers Inc.	Melinda Brown	303-951-0634	Mbrown@dewberry.com
GEI	Sarah Myers	720.459.0524	smyers@geiconsultants.com
Dewberry Engineers Inc.	Sage Springer		sspringer@dewberry.com
Burns & McDonnell	Annie Cashon	207-949-1944	aecashon@burnsmcd.com
GEI Consultants	Nate Soule	303-625-9502	nsoule@geiconsultants.com
Carollo	Kim Zulliger	720.468.2076	kzulliger@carollo.com
HDR	Jarod Limke		jarod.limke@hdrinc.com
Kumar & Associates, Inc.	Amanda Sparks	303-742-9700	asparks@kumarusa.com
PCL Construction	Jessie Farmer	720-682-9371	jfarmer@pcl.com
Dewberry Engineers, Inc.	Chad Weaver		cweaver@dewberry.com
Ninyo & Moore	Mark Mueller	303-472-3201	mmueller@ninyoandmoore.com
Freese and Nichols	David Bennett		david.bennett@freese.com
Psomas	Gerrit Post	970-218-4749	gerrit.post@psomas.com
StanTec	Stephanie Elliott		stephanie.elliott@stantec.com
Hazen and Sawyer	Ryan Vevang	720-370-7442	rvevang@hazenandsawyer.com
Burns & McDonnell	Kyle LeBrasse	720-592-3417	kglebrasse@burnsmcd.com
Dewberry Engineers, Inc.	Vanessa DiMichel		vdimichel@dewberry.com
Freese and Nichols	Colby Baxter		colby.baxter@freese.com
Psomas	Melissa Taylor	610-223-4601	melissa.taylor@psomas.com

Exhibit B

REDACTED

AN AGREEMENT BETWEEN THE CITY OF ARVADA AND HDR ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES RELATING TO THE RAW AND FINISHED INFRASTRUCTURE PROJECT IN CONNECTION WITH THE REPLACEMENT TREATMENT PLANT PROGRAM IN AN AMOUNT NOT TO EXCEED $2,544,200.00

REQUEST FOR PROPOSAL

25-ENG-087

Design Services for Raw and Finished Infrastructure Project

DECEMBER 19, 2025

Proposal Requirements and Table of Contents

Cover Letter

9.4.6.1. Cover Letter 01

Detail Firm's and Employees' Capabilities, Experience, Licensing, and Certifications

9.4.6.2. Related Experience 02
9.4.6.3. Key Personnel 07

Details of Proposal – Project Understanding and Project Approach as it applies to the Statement of Work

9.4.6.4. Project Understanding 09
9.4.6.5. Project Approach 10

Proposed Project Schedule

9.4.6.6. Project Schedule 27

Completed, Signed Required Vendor Submittal Form, Performance Measures, and any other Attachments requested

Vendor Submittal Form i
Acknowledgments iii

Fee Schedule/Cost Proposal

9.4.6.7. Cost Proposal 29

Appendix

HDR Key Personnel Resumes vi
Subconsultant Resumes xxvi

The only exceptions HDR has in relation to this RFP are with contract variations. To review these, along with our statements for requirements 9.4.6.6.i, 9.4.6.6.ii, and 9.4.6.6.iii, please see **page iii**.

December 19, 2025

Melanie Ortiz, Procurement Specialist
City of Arvada
Submitted digitally via BidNet

RE: Request for Proposal: 25-ENG-087 – Design Services for Raw and Finished Infrastructure Project

Contact

Kay Dry, PE
Project Manager
kay.dry@hdrinc.com
720.877.7902

"I'm excited to collaborate with the City and your consultant and contractor partners to deliver the RFIP project as part of the Replacement Treatment Plant Program. This is a once-in-a-generation opportunity to enhance the City's drinking-water infrastructure, and I would be honored to be a part of it."

To Melanie Ortiz and Selection Committee Members:

+ We are pleased to submit our proposal to the City of Arvada (City) for Design Services for the Raw and Finished Infrastructure Project (RFIP). Our collective expertise, combined with our proven team chemistry and listen-first, design-smart culture, provides the City with a responsive, proactive, and flexible design partner. Led by **Project Manager Kay Dry,** our seasoned team includes our **pipeline and pump station specialists Steve Pool and Jarod Limke,** with **quality control and technical oversight by Mike Gossett,** all of whom have delivered several similar projects. As a trusted partner to the City, we offer:
+ **Expert Resources in Key Areas Impacting Project Success.** In addition to our experienced core team of Kay, Steve, Jarod, and Mike, our following in-house experts will help mitigate the project's biggest risks: **Korey Kadrmas,** former Colorado Dam Safety Office (DSO) Safety Engineering will lead us through work in the dam area; **Jerry Snead,** HDR's regional condition assessment lead, will develop the prestressed concrete cylinder pipe (PCCP) assessment plan and coordinate with Mike on connection design; and **Addison Smith,** local corrosion engineer, accredited as a NACE CP-4 specialist, will design long-lasting cathodic protection for the raw and finished water pipelines.
+ **Experienced Working Relationships with Key Stakeholders.** Mike and Steve led the design of nearby Denver Water's Conduit 16 project, resulting in **credible relationships with Denver Water, North Table Mountain, Jefferson County, and CDOT.** This established rapport, combined with Korey's professional relationships with the DSO and ones from his time as lead designer on the Blunn Dam Spillway Replacement, allows for an **expeditious design and permit approval process from these entities.**
+ **Efficient Design Delivery Through Local, In-House Support Services.** Our specialized team has hydraulic optimization, dam design, corrosion protection, and subsurface utility engineering (SUE) expertise in-house, supported by our experienced design disciplines in electrical, structural, architectural, mechanical, I&C, and CADD. Our professionals will effectively guide you through the design process, including easement acquisition and stakeholder outreach. Furthermore, **we design with operations in mind, creating systems that are easy to maintain and cost effective to operate, with low capital and operating costs.**

Our team is looking forward to continuing our successful and collaborative partnership with the City, Owner's Advisor (OA), Construction Manager/General Contractors (CM/GCs), and Design Engineer for the replacement water treatment plant. We are passionate about helping you achieve your project goals. **We affirm the commitment of our team members throughout the project duration and acknowledge receipt of Addendum Nos. 1 and 2.** On behalf of the entire HDR team, we thank you for the opportunity to submit our proposal for the RFIP. Please contact Kay with any questions.

Sincerely,
HDR Engineering, Inc.

Kay Dry, PE (CO PE.0033618)
Project Manager

R. Bradley Martin
Senior Vice President

9.4.6.2. RELATED EXPERIENCE

HDR brings robust pump station and pipeline design experience and resources based in Colorado. We have completed dozens of projects in the Rocky Mountain Region over the past decade.

From planning through construction, we have successfully collaborated with owners and contractors to deliver projects of similar size and complexity. We look forward to integrating our team's experience and chemistry with yours and working through key project issues to make sure Arvada and its project stakeholders' needs are met.

Delivering Reliable Water to Our Communities

HDR's experience with executing pump stations and linear pipeline design projects along Colorado's Front Range is unmatched. Conveyance design, including pipelines and pump stations, is a core of our business. Our local staff of conveyance specialists emphasizes technical innovation, cost-consciousness, and attentive client service in providing our clients with the full range of conveyance design services.

Our team's combination of industry-leading technical expertise, local design experience, extensive local resources, and process of stakeholder engagement positions the HDR team to provide the City with the innovative, reliable design solutions to make your project a success.

Figure 1 showcases our Colorado pipeline and pump station experience. The projects highlighted on the following pages share technical challenges and scope with the City's RFIP. Most of our subconsultants worked on these projects as well.

The raw and finished waterline alignments both cross Denver Water's Conduits 16 and 22. Steve Pool and Mike Gossett both worked on the Conduit 16 project, and their knowledge of Denver Water's systems and procedures will expedite crossing design approval.

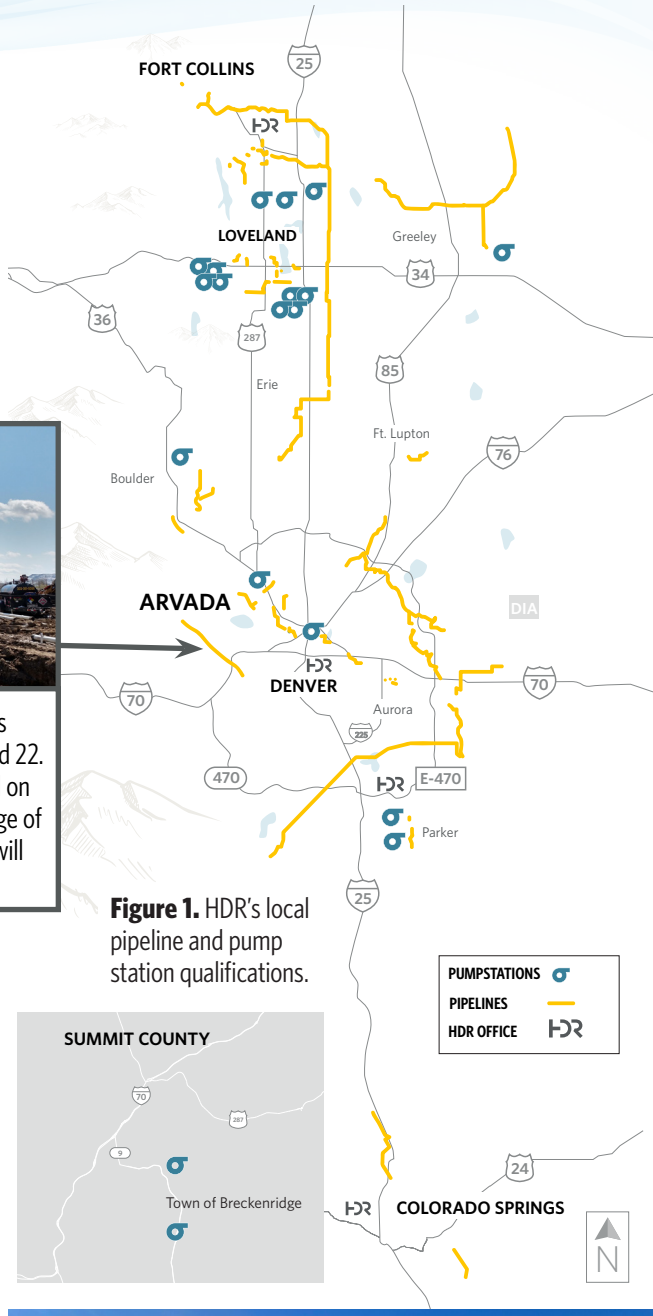


Figure 1. HDR's local pipeline and pump station qualifications.

Working with Arvada and the RTP Program Management Team

Led by Kay Dry, HDR has assembled a team of local experts and teaming partners who prioritize a collaborative, "listen-first" culture. **Both Mike Gossett and Steve Pool worked on the City's Sanitary Sewer Master Plan and are familiar with the City's standards and procedures.** HDR has also completed many previous successful conveyance and pump station projects with both Jacobs and Garney.

We encourage you to ask your colleagues about HDR's past projects with the City and how our client-first and quality-focused culture impacted their specific projects:

- Water Treatment Plant Clarifier Inspection, Rehabilitation, and Design
- Sanitary Sewer Master Plan
- Water Treatment Plant Siting Public Engagement
- Zone 5 (Zephyr) Storage Tank
- 54-Inch Water Main Assessment
- Water Storage Tank Master Plan
- Pilot Testing Advisor for the New Replacement Treatment Plant
- Sewer Model Update

HDR worked with the City on the Zone 5 Storage Tank.

Relevant Pump Station Experience

Our experience with the full life cycle of water systems has given us extensive knowledge of systems similar to the City's new raw water pump station.

We will collaborate with the City and the CM/GC team to optimize cost, lower construction risk, and promote safety, all while delivering new facilities that maximize operator efficiency and extend the lifespan of your equipment. The chart below highlights recent HDR projects that closely align with your project, followed by more detailed descriptions of our featured projects.

	Scope							
	Hydraulic Modeling	Pump Station Design	Geotechnical Analyses	CM/GC Delivery	Permitting	Constructability/Cost Estimating	Instrumentation and Controls	Construction Management
FEATURED PROJECTS								
Parker Water and Sanitation District (PWSD) | Water Infrastructure and Supply Efficiency (WISE) Pump Station	✓	✓	✓		✓	✓	✓	✓
Town of Breckenridge | Breckenridge Raw and Finished Water Pump Stations	✓	✓	✓	✓	✓	✓	✓	✓
City of Loveland | 29th Street Pump Station	✓	✓	✓		✓	✓	✓	✓
Fort Collins-Loveland Water District (FCLWD) | Airport Pump Station	✓	✓	✓	✓	✓		✓	✓
FCLWD | Longview Pump Station	✓	✓	✓	✓	✓		✓	✓
City of Boulder | 63rd Street Pump Station	✓	✓	✓			✓	✓	✓
Aurora Water | Robertsdale Pump Station		✓		✓	✓	✓	✓	✓
City of Centennial Water & Sanitation | Mirabelle Lift Station	✓	✓		✓	✓	✓	✓	✓
City of Loveland | East Side Lift Station	✓	✓				✓	✓	✓
City of Loveland | Highway 402 Lift Station	✓	✓	✓	✓	✓	✓	✓	

Figure 2. Jarod Limke was the project engineer for the Breckenridge Raw and Finished Water Pump Stations work, which was part of a greater water treatment plant project. The 4.5 MGD water plant included both a raw water and finished water pump station. **Jarod designed the raw water delivery system for the conventional water treatment process, arming him with a "been there, done that" approach to your project.** His experience with both pumping and treatment provides Arvada with the strongest overall pump station design team.

22.2 MGD

PARKER WATER AND SANITATION DISTRICT (PWSD) WISE PUMP STATION

Parker, CO

The WISE program is a regional partnership that delivers new potable water supply for South Metro water providers by combining unused capacities in the City of Aurora's (City) Prairie Waters Project with unused water supplies from Denver Water. HDR's modeling team **incorporated existing and planned distribution and transmission piping,** along with **typical and atypical operating scenarios to optimize pump selection for the project**. This comprehensive approach to hydraulic analysis helped the City identify the most cost effective and reliable long-term solution for the project. HDR also performed a **hydraulic transient analysis to define surge mitigation requirements**. The pump station's secondary purpose boosts monochloramine disinfection in the WISE distribution system with chemical feed and storage in the WISE pump station building, integrated with PWSD's existing SCADA communication. **HDR provided preliminary design, final design, and construction phase services** for the new stand alone pump station which delivers flows ranging from 0.78 MGD to 22.2 MGD.

Delivery Type: Design, Bid, Build

Status: Completed in December 2025

Results: Enhanced sustainable water supply infrastructure, improving operational efficiency and supporting regulatory compliance. Innovative aspects included hydraulic transient modeling for surge protection, independent SCADA integration for WISE control, and value engineering efforts that yielded approximately $1.2 million (M) in project savings through redesigns and material modifications.

Relevance/Benefit:

+ Connection to a critical water delivery pipeline with two new pressure-regulating flow control valves.
+ Both pump station and pipeline design work.
+ Hydraulic transient analysis.
+ Preliminary design through construction phase services.

Contact: Emilie Abbott, Senior Project Manager, Parker Water and Sanitation District, 720.842.4272, eabbott@pwsd.org

Key Personnel: Jarod Limke, Steve Pool, Mike Gossett, Abby Dodd, Travis Moore, Ron Manske, Richard McKinley, Mike Sabon, Eddie Paz, Thomas Hicks

4.5 MGD

BRECKENRIDGE RAW AND FINISHED WATER PUMP STATIONS

Breckenridge, CO

The Town of Breckenridge (Town) selected HDR to provide professional design services for a new drinking-water plant to supplement the Town's potable water production. The project included the design and construction of a new raw water intake, **two raw water pump stations**, a new conventional process water treatment plant, **a finished water pump station, and transmission mains** for both raw and finished water. The raw water pump station at Breckenridge was tasked with seamless delivery of water to a conventional treatment process covering a range of flow rates between 0.75 and 4.5 MGD. The entire facility is supported by a fully automated process control system, with secure remote monitoring and operational control. These **integrated systems provide reliable performance and long-term sustainability**.

Delivery Type: CMAR

Status: Completed in 2022

Results: Completed on schedule and on budget, the new North Water Plant is the largest, most complex project in Breckenridge's history. Comprising multiple projects, the overall project secures a water future for the town, allows operational flexibility, prepares for climate change, and provides a means to repair the existing dam and treatment plant.

Relevance/Benefit:

+ Pumping raw water to a conventional treatment process with 5:1 turndown.
+ Coordination with owner, OA, construction manager at risk, and independent cost estimator.
+ Both pump station and pipeline work.
+ Interagency coordination with Summit County Open Space for locating the new raw water pump station on property not owned by Breckenridge Water Department.

Contact: Laura Lynch, Water Division Manager, Town of Breckenridge, 970.453.3378, laural@townofbreckenridge.com

Key Personnel: Jarod Limke, Travis Moore, Ron Manske, Richard McKinley

13 MGD

LOVELAND 29TH STREET PUMP STATION

Loveland, CO

HDR performed an expansion evaluation and phasing plan for the 29th Street Pump Station to meet anticipated demand growth from housing developments. The evaluation led to the **design and construction-phase services** for the first phase of improvements which included pumps, a motor control center (MCC), variable frequency drives (VFDs), a standby generator, and **electrical provisions for the upcoming expansion** and increased demands in Zone 1. The second phase of the expansion added pumping capacity to supply the highest pressure zone in Loveland's distribution system. It included a building addition for six new pumps, HVAC upgrades, an **interconnect pressure regulating valve**, and **surge control measures**. This allowed the City to supply the high-pressure zone excess water to the lower pressure zone where the pump station was located. This pump station was equipped with an air over water hydro-pneumatic tank to mitigate transient surge events. A future pump bay was designated for flow increases which could replace the three small pumps that are currently active. A low-flow bypass with a regulating valve also increased operational turndown, allowing the pump station to operate under a variety of flow conditions for decades of use.

Delivery Type: Design, Bid, Build

Status: Completed in 2024

Results: Expansion of multi-level pump station, allowing operation under a variety of flow conditions for decades of use.

Relevance/Benefit:

+ Pipeline materials evaluation.
+ Routing analysis, utility research, and environmental surveys.
+ Connections to existing pipelines.
+ Multi-agency permitting and coordination.

Contact: John Faulkner, Engineering Manager, City of Loveland, 970.219.1441, john.faulkner@cityofloveland.org

Key Personnel: Jarod Limke, Steve Pool, Mike Gossett, Abby Dodd, Travis Moore, Ron Manske, Richard McKinley, Mike Sabon, Eddie Paz, Thomas Hicks

Relevant Pipeline Experience

Pipeline and conveyance design is a core strength at HDR, and our team brings decades of experience delivering complex water infrastructure across Colorado.

Our team members are familiar with the unique challenges posed by constrained urban corridors, aerial crossings, and permitting requirements, key aspects of this project area. The combination of local design experience with HDR's in-house resources positions our team to efficiently meet the project's challenges and deliver the project on time. The chart below highlights recent HDR projects that closely align with this effort.

FEATURED PROJECTS

	Scope									
	Minimum 1 Mile of Pipeline	At Least 24-Inches in Diameter	One or More Trenchless Crossings	Environmental Permitting	Outside Agency Coordination	Congested Utility Corridors	Road Crossings	Traffic Control	Cost Estimating	CM/GC
Denver Water | Conduit 16	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Aurora | Eastern Utility Extension, Zone 4 Water Line	✓	✓	✓	✓	✓		✓		✓	✓
City of Boulder | Distribution and Transmission Line Replacements	✓	✓	✓		✓	✓	✓		✓	
City of Loveland | Southeast Water Line Alignment	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Loveland | Wilson Avenue and Morning Drive Water Lines	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
PWSD | Parallel Pipeline, RP to CCPS	✓	✓	✓	✓	✓		✓	✓	✓	
Metro Water Recovery (MWR) | PAR 1232 Second Creek Interceptor System	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Tri-State Generation and Transmission | JM Shafer Raw Water Supply Pipeline	✓	✓	✓	✓	✓			✓	✓	
City of Aurora | Rampart Delivery System	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Aurora | First Creek Interceptor	✓	✓	✓	✓	✓	✓	✓		✓	
MWR | PAR 1088 South Platte Interceptor	✓	✓	✓	✓	✓	✓	✓	✓	✓	
City of Gillette | Madison Aquifer 30-inch Transmission Line Repair	✓	✓	✓	✓	✓		✓	✓	✓	✓

Figure 3. Steve Pool is a sought-after pipeline engineer who specializes in conveyance design. He is known for his ability to foster an inclusive and collaborative environment that engages and incorporates the perspective of City engineers, management, and O&M staff.

DENVER WATER CONDUIT 16

Denver, CO

Designed as a joint venture with HDR and Dewberry, the project design required **routing analysis, jurisdictional coordination, hydraulic analysis, and utility relocations** for a new 84-inch/66-inch steel pipeline to be constructed along an established 8.5-mile-long corridor through both urban and non-urban areas. This project's unique issues included crossing an active shopping center, **tunnel borings under I-70**, active rail facilities, and several local municipal and county jurisdictional ownerships. To **facilitate coordination** with the community and promote local contractor participation, the project was **divided into five design packages** for bidding and construction. The easternmost design package (East Segment) traversed through established neighborhoods, often through homeowner front yards. To help coordinate the design with construction methods that were the least impactful to homeowners, the East Segment was delivered via CM/GC. Together, the design and construction team established the limits of disturbance and construction timing/duration, and vetted restoration plans with the homeowners.

Delivery Type: CM/GC and Design-Bid-Build

Status: Completed in 2022

Results: Design and construction were completed ahead of schedule and under budget.

Relevance/Benefit:

+ CM/GC project delivery.
+ Large diameter pipe.
+ Crossing of Highway 93 and critical pipelines for Aurora and North Table Mountain.
+ Extensive SUE and utility coordination.
+ Tunneling and open cut crossings of Highway 93 and Clear Creek.
+ Alignment analysis.
+ Cathodic protection design.

Contact: Jim Light, Project Manager, Denver Water, 303.628.6614, jim.light@denverwater.org

Key Personnel: Steve Pool, Mike Gossett, Travis Moore, Ron Manske, Thomas Hicks

AURORA WATER EASTERN UTILITY EXTENSION, ZONE 4 WATER LINE

Aurora, CO

HDR provided preliminary design, final design, and construction phase engineering services for a new 30-inch diameter steel pipeline to supply development in northeastern areas of the city. HDR performed a **route analysis** for the 8-mile pipeline corridor **crossing an interstate highway** and railroad over a 12-square-mile area and **evaluated multiple conceptual alternatives to select a preferred alignment**. HDR **identified easement needs** for acquisition by the city and **recommended placement of appurtenances to reduce cost and O&M**.

The project is being delivered via the CM/GC delivery model to evaluate constructability and accelerate the final completion. **HDR assisted Aurora Water in developing the CM/GC RFQ and assisted in evaluation of proposals**.

Delivery Type: CM/GC

Status: Construction acceptance testing is ongoing.

Results: Design was completed on schedule and under budget.

Relevance/Benefit:

+ CM/GC project delivery.
+ Large diameter pipe.
+ Route refinement.
+ Tunneled crossing.
+ Field surveys including utility locates, geotechnical investigations, and environmental reviews.
+ Boundary surveys were conducted along with developer and property owner coordination to prepare preliminary designs and identify easement needs.
+ Accelerated design schedule.
+ Cathodic protection design.
+ Pipe material evaluation.

Contact: Dean Bedford, Principal Engineer, Aurora Water, 720.859.4342, dbedford@auroragov.org

Key Personnel: Steve Pool, Mike Gossett, Rachel Keatley, Thomas Hicks

BOULDER DISTRIBUTION AND TRANSMISSION LINE REPLACEMENT

Boulder, CO

The City selected the team of HDR and Dewberry to **replace two critical potable water transmission lines and one critical distribution line**. The transmission lines are under capacity and of **questionable (PCCP) integrity**. The distribution line is at the end of its life and also undersized. The project consists of 30,000 LF of new 30-inch pipe, 1,600 LF of new 24-inch pipe, and 6,800 LF of new 8-inch pipe. The pipe materials are welded steel and PVC. The replacement pipes were installed in **existing road ROW with extensive utility locates and coordination in heavily constrained, urban areas**. The team provided **trenchless crossings** and **extensive SUE** to route new water transmission line in County ROW to avoid easement acquisitions and **increase O&M accessibility after construction.** The team also performed **alternative routing analysis and hydraulic modeling**. HDR also assisted the City on **technical considerations for locating and configuring a temporary insertion type valve** to allow for isolation of segments of the pipe that are most at risk. Thrust management was a key consideration in locating and operation of the new insertion valve.

Delivery Type: Design, Bid, Build

Status: Construction completion estimated Q1, 2026

Results: HDR worked with City engineers to eliminate unnecessary appurtenances and keep the project in budget. The project is currently on schedule.

Relevance/Benefit:

+ Large diameter pipe.
+ Coordination with crossed utilities.
+ Outside stakeholder coordination.
+ Traffic control.
+ Open cut creek crossing.
+ Cathodic protection design.
+ Pipe material evaluation.

Contact: Dan Kvasnicka, Construction Project Analyst, City of Boulder, 303.441.3201, KvasnickaD@bouldercolorado.gov

Key Personnel: Steve Pool, Mike Gossett, Rachel Keatley, Thomas Hicks

9.4.6.3. KEY PERSONNEL

We have thoughtfully assembled a team of local professionals with the experience and expertise required for RFIP's success.

HDR is a full service engineering firm with expertise in pipelines, pump stations, tunneling, environmental permitting, dam safety, and construction. We have been providing services in Colorado since 1957. Our collaborative approach builds effective teams that work closely with clients and advisors to solve tough problems. **Kay Dry** is a proven project manager who excels at effective communication and is well-versed in collaborative delivery with owner's agents and CM/GCs and has a long-standing relationship with the treatment plant design team. Our Denver office is a nationally recognized center of excellence in pipeline design led by **Mike Gossett** and **Steve Pool**. **Jarod Limke** manages HDR Colorado's pump station design group and has led that team in five different pump station projects over the last 5 years. Our local office has delivered successful pipeline and pump station projects for Front Range clients such as Aurora Water, Colorado Springs Utilities, Denver Water, Westminster, Fort Collins, Centennial, Loveland, Parker, and Northern Water.

Mike, Jarod, Steve, and Kay are local, available, and seasoned experts in pipe and pump station design. They enjoy working together as a team and look forward to working with the City on this project.

Team Organizational Chart

We have indicated our key staff on the chart below. Detailed resumes for our key staff, which include staff bios and relevant project experience, can be found in Appendix A. Kay's client references are included on her resume on page vi.

Key staff ★

CITY OF ARVADA

Danny Wolff, PE | Project Manager

Project Manager
Kay Dry, PE (CO PE.0033618) ★

40% AVAILABILITY

25% AVAILABILITY

Technical Director and Quality Manager
Mike Gossett, PE (CO PE.0028751) ★

40% AVAILABILITY

Pump Station Lead
Jarod Limke, PE, CWP (CO PE.0051505) ★

40% AVAILABILITY

Pipeline Lead
Steve Pool, PE (CO PE.0044382) ★

PUMP STATION DESIGN TEAM

PROCESS ENGINEER | **Abigail Dodd, PE** ★
ELECTRICAL ENGINEER | **Travis Moore, PE, ENV SP** ★
STRUCTURAL ENGINEER | **Ron Manske, PE, SE** ★
ARCHITECTURE | **Richard McKinley, RA** ★
INSTRUMENTATION AND CONTROLS | **Christine Audo, PE** ★

PIPELINE DESIGN TEAM

PIPELINES ENGINEER | **Rachel Keatley, PE** ★
SUE | **Todd Scharra, PE** ★
CORROSION ENGINEER | **Addison Smith, PE, CP4** ★
CONDITION ASSESSMENT | **Jerry Snead, PE** ★
STATE ENGINEERING / DAM COORDINATION | **Korey Kadrmas, PE, PMP** ★

HDR SUPPORT

HYDRAULICS AND SURGE ANALYSIS | **Mike Sabon, PE**
CADD | **Thomas Hicks**
ENVISION COORDINATOR | **Waverly Klaw** ★
TRAFFIC CONTROL | **John Seyer, PE**
REVIT MANAGER | **Eddie Paz**

SUBCONSULTANTS

SURVEY | **Precision Survey & Mapping** (Christopher Juliana)
GEOTECHNICAL ENGINEERING | **GEI Consultants** (Sarah Myers)
ENVIRONMENTAL PERMITTING | **ERO Resources Corporation** (Clint Henke)
POTHOLING | **Colorado Utility Finders** (Ian Gutzman)

Core Design Team Members

Project Manager | Kay Dry, PE (CO PE.0033618) Kay brings over 30 years of experience delivering complex infrastructure projects with a focus on water systems and environmental compliance. She has successfully led multi-year programs involving project and design management, regulatory coordination, and stakeholder engagement and has worked closely with CM/GC teams with successful, seamless collaboration and efficient project delivery.

Technical Director and Quality Manager | Mike Gossett, PE (CO PE.0028751) Mike is HDR's Regional Pump Stations and Pipelines Lead, providing technical oversight for challenging projects. He leverages his 36 years of piping and pumping system design to enhance designs through QA/QC reviews and technical guidance.

Pump Station Lead | Jarod Limke, PE, CWP (CO PE.0062330) Jarod brings 16 years of industry experience with specialization in pumping and pipeline systems and a proven track record of managing complex projects and diversified teams. He is chair of HDR's Pump Station Practice Group and is a licensed water operator in Colorado.

Pipeline Design Lead | Steve Pool, PE (CO PE.0044382) Steve is a technical expert in pipeline and pump station design and an experienced pipeline lead with a wide variety of planning, design, and construction experience. Steve has designed over a dozen pump stations and 200+ miles of pipe across the Front Range.

PUMP STATION DESIGN TEAM

Process Engineer | Abby Dodd, PE (CO PE.0062330) Abby is a water conveyance engineer specializing in pump station design. Her program experience includes pump station selection, facility layout, permitting, and providing construction oversight.

Electrical Engineer | Travis Moore, PE, ENV SP (CO PE.0038135) Travis has been designing complex electrical systems for municipal, government, and private industrial water and wastewater systems for over 27 years.

PIPELINE DESIGN TEAM

Pipeline Engineer | Rachel Keatley, PE (CO PE.0060527) Rachel is a conveyance engineer with experience in pipeline routing, alternatives analysis, and permitting and agency coordination. She will help produce coordinated and cost effective designs.

State Engineering / Dam Coordination | Korey Kadrmas, PE, PMP (CO PE.0044417) Korey has 29 years of experience on over 200 projects providing dam engineering for planning, inspection, analyses, design, permitting, contracting, and construction of various types of dam and hydraulic structure projects.

Corrosion Engineer | Addison Smith, PE, C-P4 (CO PE.0042228) Addison is a NACE certified corrosion specialist and has extensive corrosion engineering experience across the Front Range, including in the Arvada area, with underground large diameter pipelines.

Subconsultants / Specialty Consultants

To better serve the City, we are teaming with GEI Consultants (GEI), ERO Resources Corporation (ERO), Precision Survey & Mapping (Precision), and Colorado Utility Finders (CUF) to deliver this critical project. Resumes for the individuals from each of these firms who will be performing their respective services are provided in the Appendix of our proposal.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS

Survey and SUE will be led by Precision's **Christopher Juliana**, the founder and principal of Precision, who has experience working with the City and with whom we have a longstanding working relationship.

GEI Consultants

Geotechnical investigations and tunneling design will be led locally by GEI's **Sarah Myers,** who has a long relationship successfully delivering projects with HDR and is familiar with the geology of the Arvada area.

ERO Resources Corporation

Environmental permitting and compliance will be led by ERO's **Clint Henke**, who is familiar with the local vegetation, wildlife, and permitting requirements.

COLORADO UTILITY FINDERS

Potholing services will be subcontracted to Colorado Utility Finders (CUF) for **Ian Gutzman** to perform under direction from HDR to verify location and depth of certain utilities throughout the corridor.

Estimated Project Time

Based on the fee estimates provided by each firm, they are budgeted to spend 400 hours (**Precision**), 750 hours (**GEI**), 80 hours (**ERO**), and 160 hours (**CUF**) respectively to meet the RFP scope of services. Refer to our scope of services and cost proposal in Section 7 for more information.

9.4.6.4. DEVELOPING A PROJECT UNDERSTANDING

To better serve the growing population, the City, along with the design engineer, owner's advisor (OA), and CM/GC contractor, is designing a new replacement treatment plant (RTP) to replace the existing treatment plant. The City requires an experienced engineer to closely coordinate with all parties to provide design services using the CM/GC project delivery method for delivery infrastructure to and from the RTP. **It is critical to the project that the infrastructure will be in place, tested, and ready for operation prior to commissioning the RTP.**

Infrastructure for the Raw and Finished Infrastructure Project (RFIP) includes:

An 18 MGD rated 1.8-mile raw water transmission line to convey water from two different sources, the Arvada Reservoir and the Ralston Reservoir, to the new RTP site.

A 27 MGD rated 0.75-mile finished water transmission line to convey treated water to the preexisting City distribution system.

A Raw Water Pump Station (RWPS) to convey flows from the Arvada Reservoir.

The RFIP Project is characterized by multiple complexities and challenges. A thoughtful approach is required for the design of the three pieces of delivery infrastructure.

Both the raw water and finished water transmission lines face challenges around crossing design of crowded intersections and utilities owned by other entities, tie-ins into aging existing prestressed concrete cylinder pipes (PCCPs) that will need to continue to be in service for the next 50 years, and necessary safety considerations for work within proximity of the toe of the Arvada Reservoir Dam. **Interconnections between the raw water pipeline, the RTP, and the finished water pipeline, survey coordination, and an holistic understanding of the comprehensive project hydraulic profile are key focus points.**

We understand that close coordination with Jacobs, the RTP design engineer, for the RWPS flow control scheme is key, as well as designing solutions to resolve the preliminary concerns with the three identified RWPS sites.

Our team has the expertise and the breadth of experience needed to deliver both conveyance and pump station portions of the project within the CM/GC project delivery method.

Our readiness to embrace the collaborative delivery culture and our proactive approach to seamlessly working with all parties within the RFIP and RTP Program will offer the City an exceptional client service experience.

We propose to implement the principles of partnering paired with a robust communication plan to seamlessly integrate the RTP and RFIP design and construction. Our team also has extensive experience collaborating with the RTP design engineer, Jacobs Engineering, on previous successful projects.

> We are looking forward to collaborating with the City and project stakeholders, including the OA, the RFIP CM/CG, the RTP design engineer, and the RTP CM/GC to manage cost and risk, while still delivering quality, long-lasting infrastructure design that will provide the City with a safe and reliable drinking water source for generations to come.

A strict coherence to the schedule, significant coordination among stakeholders, and strong project management are necessary to drive the project forward for completion by Quarter 4 (Q4) of 2029.

In recognition of the importance of meeting the schedule, our team is led by Kay Dry, an expert project manager, and seasoned design leads for the pump station (Jarod Limke) and pipelines (Steve Pool).

9.4.6.5. A PROACTIVE PROJECT APPROACH

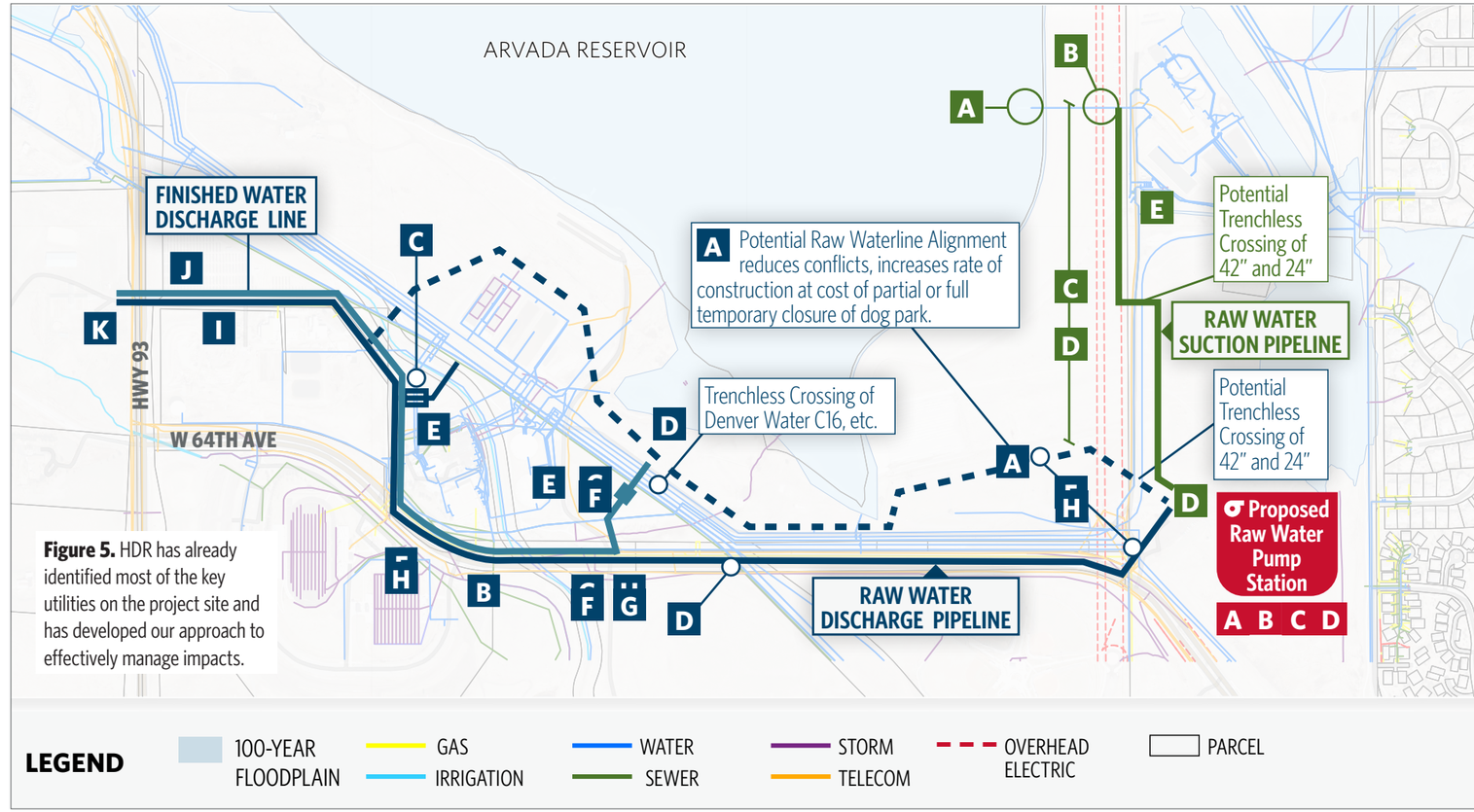


Figure 5. HDR has already identified most of the key utilities on the project site and has developed our approach to effectively manage impacts.

Our Solutions for the Unique Project Challenges, Pitfalls, and Issues

Identifying and planning for project challenges early leads to project success.

HDR has been following the development of the project since 2023 with the selection of the pilot testing consultant. **We understand the critical success factors for the project and have composed an approach for each of the RFIP components, built around proactive collaboration with stakeholders, innovative design solutions, and a dedicated team.** We have annotated **Figure 5** above with areas where our team has identified key issues related to project success. In the following pages, we describe our approach to addressing each of those key issues.

Our Level of Commitment to Meet Project Goals

HDR is dedicated to collaborating with City management and O&M staff, the RTP design engineer, the OA, and the CM/GC contractor to successfully deliver the RFIP by Q4 of 2029. We will provide a consistent and experienced team throughout the project, as highlighted in our qualifications. We understand that the success of this project hinges on the stability and availability of our project manager, our design leads, and our team of specialists to engage during the project to address the complexities of the PCCP connections, utility crossings, corrosion concerns, and work within the toe of the dam. Our level of commitment is outlined in the work breakdown structure provided in our cost proposal. Our team is structured to bring our best resources to deliver the City a quality design that is on time and on budget, and within the 18 month delivery schedule.

Approach to the Raw Water Suction Pipeline

HDR has the experience and expertise to tackle the unique challenges associated with the connection to the Arvada Reservoir's PCCP outlet piping and the raw water suction pipeline design.

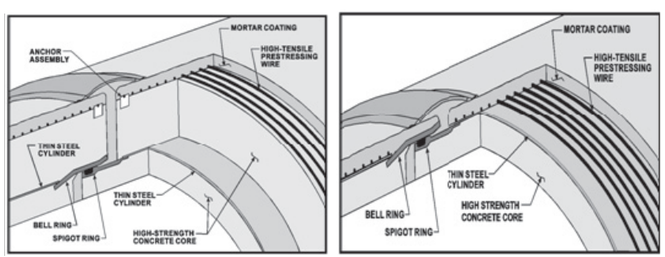
A Water Tightness of the Gates in the Outlet Structure

The ability to positively shut off the flow of water from the raw water supply PCCP line upstream of the connection point will have a major impact on cost and safety aspects for the condition assessment approach and for the construction of the new connection. HDR will review the record drawings and collaborate with City operations staff to fully understand the location, operability, and water tightness of isolation facilities upstream of the connection. Afterwards, we will collaborate with HDR's internal safety leaders to develop a confined space entry plan for pipe inspection. **HDR used this same approach when we inspected Arvada's 54-inch finished water pipeline in 2020.** If safe manned entry is not possible, we will pivot to remote assessment methods. We will collaborate with the CM/GC to incorporate their safety requirements into the isolation aspects of the connection design. **By proactively planning for system isolation and safety, HDR will manage project risks and avoid costly surprises during construction.**

B Condition Assessment of Prestressed Concrete Cylinder Pipe (PCCP) and Connection Design for Both Water Lines

Expert condition assessment of the existing pipelines is critical to maximizing system service life and avoiding construction risk and cost escalation. **A thorough understanding of the pipes' condition and configuration is needed** to design connections that will provide safe, reliable service. **HDR has one of the largest condition assessment groups in the country** and will prepare a condition assessment approach early in the preliminary design phase to achieve the following objectives:

- **Assess** condition and remaining service life of the existing finished water infrastructure.
- **Recommend** measures to further assess/mitigate identified risks.
- **Deliver** proven and reliable connection details that manage construction costs and risk.



Embedded Cylinder PCCP Lined Cylinder PCCP

Figure 6. Embedded Cylinder vs Lined Cylinder PCCP: HDR's understanding of the engineering properties of different types of PCCP delivers reliability in connection design.

The PCCP lines on both the raw water suction and finished water discharge are critical assets. To properly design connections and deliver confidence in their continued service for the next 50 years, both need condition assessment. **HDR brings the City an experienced team of pipeline condition assessment professionals, including Jerry Snead, a condition assessment leader for the central United States, who have all developed a thorough and step-wise process of evaluation informed by nationwide project experience.**

We begin with document research to determine wire type and metallurgy, steel can thickness, concrete core thickness, and joint configuration. If the City cannot provide this information, **HDR will reach out to our pipe industry contacts to fill in the blanks.** Following document research, we will perform outreach to and interviews with the City's distribution and raw water system operations team to document operating pressures and known issues with the water lines. **These early steps help us determine the best available methods and technologies to accurately assess the condition of the pipe.**

For relatively short runs (less than 2 miles), such as the raw water discharge and finished water pipelines, manned entry inspection often provides the best data on condition at the lowest cost. However, if manned entry is not practical or safe, our staff is armed with screening-level tools to assist with field data collection, such as:

+ CCTV for visual
+ LiDAR for shape
+ Sonar for debris level
+ Acoustic inspections for leak and gas pocket detection
+ Electromagnetics inspections for pipe wall and prestress wire condition data

We can also perform an external condition assessment of the pipe during potholing operations to look for signs of corrosion in the wires, and an internal inspection of the existing pipe prior to making the connection, using visual and sounding methods to identify any signs of delaminating or cracking in the concrete core.

HDR has performed condition assessments on hundreds of miles of PCCP across the country and was the principal author in the AWWARF/EPA study on failure modes of PCCP.

Based on what we learn from City staff, we can present options for condition assessment and make recommendations for rehabilitation options. **Our finished water pipeline project approach will mirror that used for the raw water line for PCCP condition assessment.**

Mike Gossett, HDR's Technical Director and Quality Manager for the project, has designed PCCP connections for the City of Aurora, Cheyenne Board of Public Utilities, Great Lakes Water Authority, and Northwest Suburban Municipal Joint Action Water Agency in Chicago.

Connections to PCCPs for Both Water Lines

Proper design of connections to PCCP requires a thorough understanding of the pipe properties to avoid compromising the pipe's integrity. The high-strength wire that provides over 90 percent of the pipe strength is one continuous wrap from joint to joint. It is undesirable to cut this wire to make large diameter connections, as this can lead to loss of tension, decompression of the concrete core, and subsequent failure of the pipe. **The most cost effective and lowest risk connection approach features removal of a PCCP section (bell to spigot) and replacement with steel segment fabricated with the appropriately sized tee outlet.** The new steel segment should be mortar coated to mimic the corrosion-resistant properties of the adjacent PCCP pipe segments.

HDR's design of new connections to the existing PCCP pipelines will also consider the condition of the PCCP, as well as the new thrust conditions created at the connection. **HDR has extensive and recent experience designing improvements requiring connections to existing PCCP lines.** We will collaborate with the City and the CM/GC to expose the pipe joints at candidate locations to verify their position, type, and condition. **This proactive effort will avoid delays and cost escalation during the construction phase.**

C Toe of the Dam/Inundation Zone Construction

The proposed project includes a new raw water transmission line at the downstream embankment toe of Blunn Dam, which impounds Arvada Reservoir. Colorado Dam Safety, a branch of the State Engineer's Office (SEO), in accordance with their Rules and Regulations for Dam Safety and Dam Construction (2020), has easement or construction concerns for excavation or pipeline work near the downstream toe of an existing dam. This includes reservoir and site work limitations and any drilling or excavation activities within 200 feet of the toe without SEO approval. **The HDR team has experience on similar pipeline projects near dam embankments and understands how to work successfully with the Colorado Dam Safety office to obtain project permit approvals.**

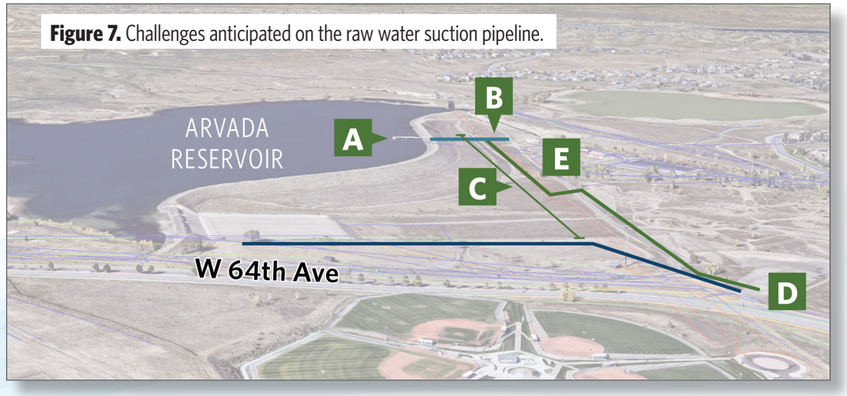


Figure 7. Challenges anticipated on the raw water suction pipeline.

A current example is our team's final design engineering services for the Aurora-Rampart Reservoir Project, which includes modification of the existing outlet works to accommodate a new valve control vault and distribution pipeline along the toe of the existing dam.

HDR has been coordinating with the Dam Safety Office to address any construction and long-term dam safety risks and has performed geotechnical exploration work, embankment slope stability and seepage modeling, and development of pipeline design details to verify their concerns are properly addressed.

D Managing Safe and Secure Construction while Minimizing Disruption to Disc Golf Course

The City of Arvada operates the Birds Nest Disc Golf Course that is likely to be impacted by the design and construction of this project. The importance of ultimately returning the area to its existing function at the end of our project will be key. HDR will host discussions with the City (Water and Parks and Recreation) as well as our CM/GC to coordinate the design and schedule with the Disc Golf Course. **A recent example is Steve and Jarod's work with the Green Valley Ranch Golf Club and Aurora Water to reconfigure and maintain playable areas of the course.** Through early and frequent engagement with the pro shop and in-person coordination meetings on site, HDR was able to adequately plan for a constructible solution that limited impact to the course, neighbors, and the project budget and schedule.

E Selection of Optimal Pipe Material for the Suction Line

The service conditions for the suction pipeline are unique and different from that of the raw water and finished water discharge lines. As such, **a separate materials selection evaluation will be performed for the suction line.** The suction line runs along the influence zone of the dam, and, as such, it will see saturated conditions for most of its service life which will exacerbate corrosive conditions for metallic pipe materials. Additionally, for most of its alignment it runs parallel to high voltage power lines which can induce voltage in metallic pipes, presenting a safety hazard to construction and operations staff.

Figure 8. Westminster's PZ4 connection pipeline crossing the Stanley Lake Dam Spillway, designed and permitted by HDR.

Because of the line's proximity to the dam, the State Engineer's review and approval of the project will want to see provisions that lower leakage potential and minimize the need for future excavation. Initial review of criteria and service conditions suggests that nonmetallic and potentially jointless materials like fusible PVC and HDPE would benefit the City and speed up approvals. HDR will perform a thorough materials evaluation of the pipe and trench bedding materials to arrive at a design that is cost effective and low maintenance and that will be approved by the State. **HDR went through a similar materials selection process and SEO approval for Westminster's PZ4 project, which was in the influence zone of Stanley Lake.**

Pump Hydraulic Design Approach

Reliable water supply to the replacement WTP is paramount; our approach builds a solid foundation for reliable, efficient, and easy-to-operate pumping systems for City staff.

We have presented one alternative schematic design in **Figure 9** to the right; where two duty pumps and one standby pump are included and sized to match anticipated flow ranges of the replacement WTP. The new RWPS is a critical component to successful operation of the new RWTP process, and the design should consider maximizing attainable efficiency, pump performance, and operability.

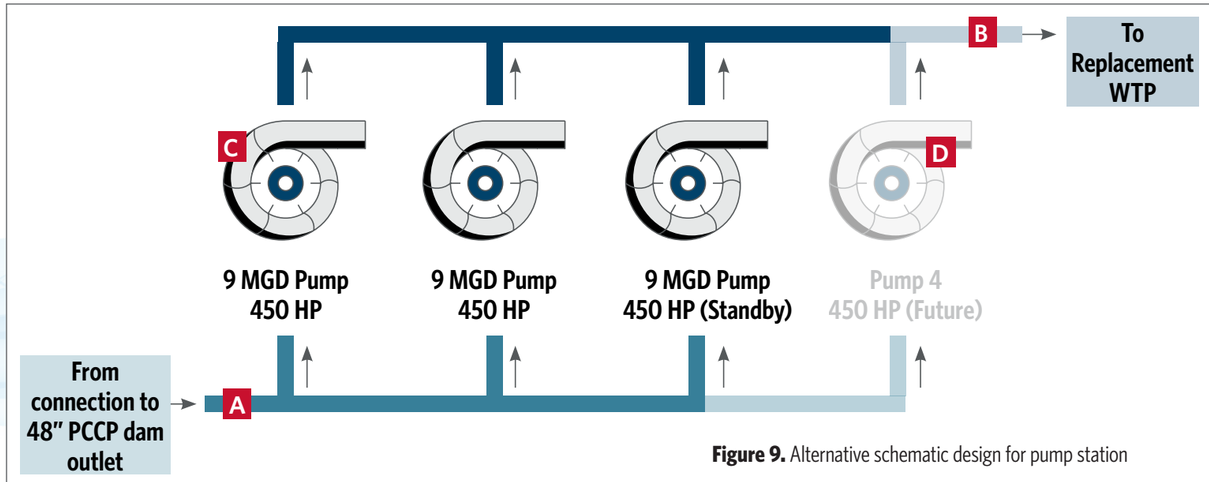


Figure 9. Alternative schematic design for pump station

A Suction hydraulics evaluation will balance the need for solids mobilization with dynamic headloss to maintain sufficient NPSHA margin.

The City identified two candidate pump station locations in the RFP. Each have suspected challenges related to net positive suction head available (NPSHA), given that their anticipated location places the operating floor of the pump station less than 20 feet (ft) below the equivalent low level in Blunn Reservoir. Inadequate NPSHA can limit pump performance and contribute to premature failure of the impeller. In situations where suction-side hydraulics are limited, maximizing the available NPSHA margin can be accomplished in two ways:

1. Improve suction hydraulics to increase margin.

Components contributing to NPSHA include the static water pressure as well as the atmospheric pressure exerting force on the free water surface. Components detracting from NPSHA include dynamic headloss in suction piping and water vapor pressure (often negligible). For this project, because the static pressure is governed by the minimum pool in Blunn Reservoir, the only component we can control is the dynamic headloss in the suction piping.

The RFP identified PS locations 1 and 2 as being less than 13 ft and 20 ft below the minimum water surface elevation in Blunn Reservoir, which would result in approximately 40 ft of NPSHA at the new pump station, not factoring in dynamic headloss. **Our preliminary evaluation of suction-side hydraulics** balances the need to mobilize solids in the raw water while minimizing dynamic head losses.

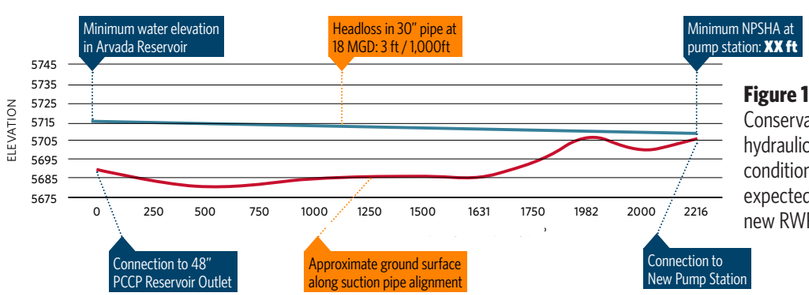


Figure 10. Conservative hydraulic condition expected at the new RWPS.

Figure 10 displays a conservative hydraulic condition expected at the new RWPS based on a 30-inch pipe size which results in an approximate NPSHA of 33 ft at minimum pool conditions. **Pump Station Design Lead Jarod Limke has recent experience with the design of the 29th Street Pump Station in Loveland, CO, which struggled with NPSHA margin**. In this instance, we carefully analyzed suction pipe size and improvements to the hydraulic constructions in the nearby distribution system to maintain optimal pump performance.

2. Evaluate pump styles and impeller designs to better fit the available NPSH.

Our approach will focus on pump selection with consideration for the NPSHA at minimum pool condition. One option for improving the NPSHA margin is to evaluate various pump styles and impeller geometry that position the City's RWPS to best mitigate constraining hydraulic conditions and achieve the maximum attainable efficiency at each pump. For example, a vertical column pump positions the impeller far below the water surface and directly improves NPSHA margin to acceptable levels.

B Discharge hydraulics analysis will consider the contribution of dynamic headloss to available pump turndown, maximizing pump efficiency, mitigation of transient events, and overall power demand from the pump station.

A discharge piping system that elevates dynamic headloss in favor of greater pump operating range is more conducive for WTP process operation. **When operating pumps in parallel, careful consideration is given to crossover regions so that the treatment process has nearly 100 percent coverage between the minimum and maximum flow rates.** Additionally, the actual capacity of the pumps may exceed 9 MGD to account for process losses due to settler basin withdrawal and filter backwashes as well as long term impeller degradation (due to raw water solids).

HDR utilizes Datacors' (Colorado Springs, CO) AFT Fathom and Impulse software to model and evaluate both steady state and transient hydraulic conditions in pressurized systems.

Our design team can characterize complex hydraulic systems with a system curve and allow for confident pump selection and anticipate surge pressures during transient hydraulic events. Examples of the outputs for this approach from our model on the City of Loveland's 402 WW Conveyance Development project are depicted in **Figures A and B.**

Use of a hydraulic model enables us to keep clear records of calculations, input/output data, and assumptions that will assist in coordinating required hydraulic conditions along the raw water pipeline such as the supply vault to Ralston WTP and setting the HGL at the Replacement WTP. Periodic updates to our model will be made to **verify adequate pumping coverage and hydraulic conditions are met as the concurrent development of the WTP and PS designs progress.**

We recently implemented this process for the raw water pump station that provided water to the new Breckenridge WTP. There, we coordinated raw water delivery using variable speed vertical turbine pumps to a new conventional water treatment plant 3 miles away.

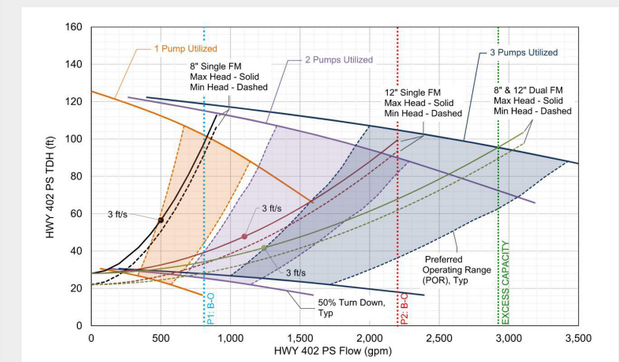


Figure A. Overlaying pump system curves verifies coverage of anticipated operating range.

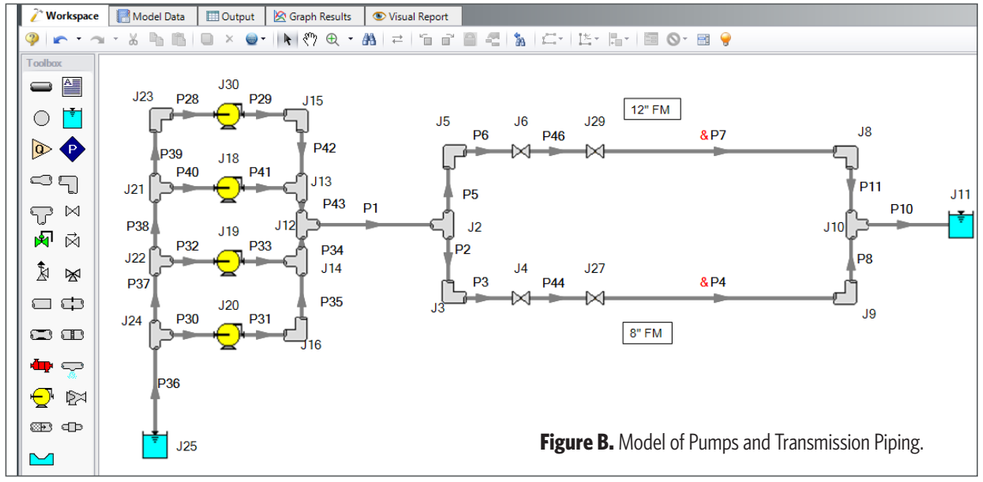


Figure B. Model of Pumps and Transmission Piping.

C Pump design and pump station layout will consider City operator preferences, maximizing attainable efficiency, and the governing hydraulic constraints on both the suction and discharge sides of the pumps.

HDR works with owners for utility-specific O&M procedures and facility familiarity in new pump stations. When considering the anticipated challenge of suction-side hydraulics and the need for maximizing the stable discharge flow rates, collaboration with the City, Jacobs, and the CM/GC for the projects is critical. **Our project team prioritizes input from City operations and engineering staff and designs for long-term maintenance and ease of operability of the pump station.**

Examples of pump station elements we have incorporated on previous projects include the following in **Figure 11** below.

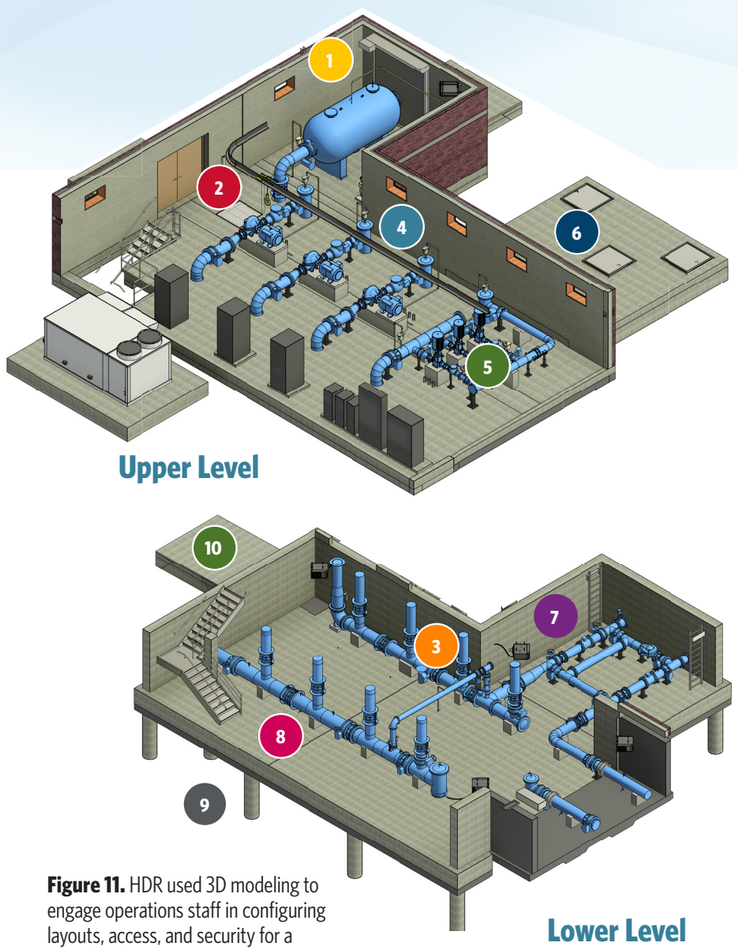


Figure 11. HDR used 3D modeling to engage operations staff in configuring layouts, access, and security for a multi-level, two-zone pumping facility for the City of Loveland.

1	Transient analysis to determine surge system components, including potential hydro-pneumatic tank(s).
2	Monorails and hoists above heavy equipment facilitate future maintenance and safe removal of the same.
3	Header piping located below finished floor of the pump station to improve access to pumps and valves.
4	Security windows installed 10 feet high and made out of tempered/ shatter proof glass, allowing natural and efficient lighting inside the pump station.
5	Outfitting a future pump bay with smaller pumps and/or including a low-flow bypass regulating valve increases operational turndown of pump stations to accommodate low demand periods.
6	Egress and ventilation provide ease of access and maintenance on piping systems containing valves and instruments.
7	Flow meters designed with adequate spacing to promote meter reading accuracy.
8	Valves, drains, and dismantling joints for ease of construction and future maintenance.
9	Geotechnical engineering to establish foundation design that resists differential settlement.
10	Robust slabs outside equipment doors that resist frost heave and provide room for staging equipment for maintenance.

D The pump station layout and electrical infrastructure can be advantageously designed to allow for increased redundancy and/or process expandability.

HDR is committed to working with the City's operations and engineering staff to collaborate on maintenance and operationally focused pump station layouts that build in expandability. One key advantage we have experienced working with CM/GCs and utilities is the ability to smartly and economically plan for future expansion of facilities. With an ultimate capacity of 27 MGD planned for the replacement WTP, we anticipate the RWPS may require a similar expansion.

Through many years of working together on similar projects, our electrical engineers have grown accustomed to predicting early on in the project the eventual space and structural conditions that will be needed to contain and support the electrical equipment, as well as proactively obtaining information and buy-in from the broader project team to be an advocate for the electrical and control systems disciplines on the project.

Travis Moore, our Electrical Lead, was selected to lead the RWPS electrical design based on his comprehensive knowledge of designing pump station electrical systems, which he has gained from over 27 years of water engineering throughout Colorado, 23 of which he spent working on alternative delivery. His ability to visualize electrical systems and translate them into reality, his understanding of the mindset needed to effectively deliver CM/GC projects, and his easy rapport with the team, which he has worked with for many years, will be an asset for the City and the HDR team.

Our local electrical engineering staff has been working with our pump station team for many years, and they are accustomed to designing with the end in mind. Moreover, we prioritize engagement with our project partners through use of accessible 3D models which are more easily interpreted and manipulated by end users; doing so allows us to implement and to confirm the City's input is being incorporated.

When thinking about your project, we estimated a conservative electrical load of 2,000 kVA, which is not insignificant. We reached out to our contacts at Xcel Energy and learned the existing power feeds in this area are scheduled for upgrades in 2027. Their improvement schedule aligns nicely with the City's RTP project. We will continue to track these improvements with Xcel as we plan for bringing utility power to the new pump station.

Collaborative Design Leads to a Facility Engineered with Operators in Mind

HDR's interactive approach starts with City staff input and continues with easy access to project development. Our team of technical experts will work with City operations and engineering teams to understand pump station O&M procedures and performance requirements. We will focus on understanding historical pump station deficiencies and failures so we can engineer them out of the new facility. We proof the results with you through guided tours, using the 3D model and its control elements to design a pump station that operates in synergy with the system throughout its anticipated 50-year design life and through any future pump station updates.

Facility Input is Essential to Success

Our team will interview the City's O&M staff to discuss historic maintenance capabilities and needs. **This is the same approach Jarod Limke and Abby Dodd, our proposed process engineer, used in developing the WISE pump station design.**

3D Rendering as a Collaborative Platform

Over 10 years ago, HDR standardized 3D modeling (Autodesk Revit) to provide clear visualizations and better manage design conflicts prior to the construction phase. **Our models are hosted in a secure Autodesk platform that is web-browser accessible and allows the City on-demand access to our model to pan, zoom, orbit, hide objects, and cut dynamic sections.** Impacts to safety, operations, and constructability are identified early in the process, which amplifies project success, manages risk, and better communicates design intent to project stakeholders.

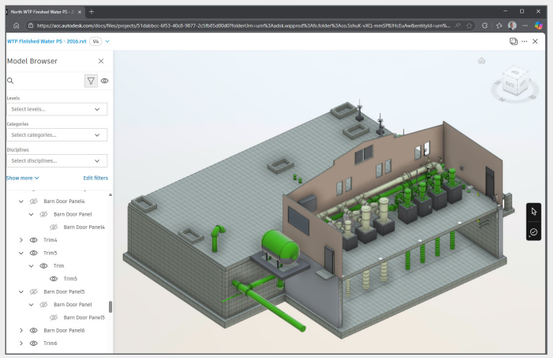


Figure 12. We use 3D renderings to identify and manage safety and quality risks early in the process. Renderings such as these can be accessed in real time through our Autodesk platform, which will be available for the City online, providing both transparency and convenience.

Raw Water Discharge and Finished Water Pipeline Approach

New raw water and finished water transmission lines must be reliable, easy to maintain, and designed to operate seamlessly with the tie into the new and existing systems.

A Expert Alignment Analysis and Selection

As shown in **Figure 5**, a key driver for this project will be to optimize routing for the new pipelines to promote timely acquisition of permits, lower construction costs, manage public impacts, and promote operations access and safety.

Figure 13. HDR performed a route analysis evaluating multiple alternatives for Aurora's Zone 4 Water Line Project.

HDR's local team has delivered multiple high-visibility pipeline projects in urban corridors. We are accustomed to working closely with our clients and leveraging the CM/GC delivery model to mitigate the concerns of pipeline construction for impacted residences, recreational facilities, and utility owners.

Our approach begins with development of a corridor map book in a GIS format. We then coordinate with City staff to understand and document service requirements, connection points, and operational challenges along the alignment. Afterwards, we will work with the CM/GC to document constructability and risk challenges that can impact cost.

Key items our team will focus on during pipeline route evaluation include:

- Hydraulics
- Constructability
- Environmental Constraints
- Pipeline Length and Cost
- Wetland/ Environmental Impacts
- Trenchless Construction Requirements
- Maintenance Access and Safety
- Easement Acquisition
- Third-Party Stakeholders
- Existing Utilities
- Public Impacts
- Permitting Constraints
- Property Impacts and Restoration

Our team will work with the City, the OA, and the CM/GC to define project-specific evaluation and scoring criteria and to select routes for consideration. This transparent and collaborative approach delivers defensible alignment selection and meets the City's project goals.

B Traffic Control and Community Impacts Along West 64th Avenue

The draft alignment for both the raw water and finished water discharge pipelines will impact traffic (automobile, bicycle, and pedestrian) along West 64th Avenue (64th). **Well-planned maintenance of traffic (MOT) will be critical to reduce frustrations for residents and park users, maintain local business access, and allow contractors' work to proceed safely and efficiently.** If not proactively planned and accommodated for in the design phase, the severity of traffic impacts and the resulting public complaints will be unnecessarily elevated.

HDR has one of the largest and most respected transportation engineering design groups in the country and has prepared MOT plans for pipeline work for Aurora, Colorado Springs, Boulder, and Loveland. We collaborate regularly to develop MOT plans that minimize public impacts, promote construction safety, and lower construction cost and risk. Our approach for the RFIP will incorporate MOT into the alignment evaluations and construction phasing plans so the team can identify the least disruptive and most cost-effective solution for the new pipelines. Our MOT plans will account for impacts on modes of transportation, including bicycle and pedestrian traffic impacts.

HDR successfully applied this approach during the Boulder D&T PA3 - Phase 2 Water Line Replacement. The team vetted plans with the permitting authorities during the design phase, which was one of the factors that allowed for a full roadway closure, allowing only through-access for local residences, businesses, and emergency vehicles, while detouring vehicular, pedestrian, and bicycle traffic around the construction. This allowed the contractor to work safely and with increased production rates.

C Connection to the Ralston Reservoir Water Line

Connection to the Ralston Reservoir water line as a secondary source of raw water supply to the new RTP requires expert hydraulic analysis to verify cooperative static and dynamic hydraulics from both Ralston Reservoir and the new pump station. Our approach engages our in-house hydraulics team to model various operating scenarios within the system to verify that the desired range of conveyance from each source is available to RWTP operators. Next, we engage City operations and engineering staff to collaborate on the design of the vault to include safe access and familiar operating interfaces. **The result is an operable, accessible, and maintainable vault that operates seamlessly with the new pump station.**

Steve and Jarod recently managed the design of two new outlets (10 inch and 24 inch) with sophisticated flow control valves on Parker Water & Sanitation District's (PWSD) Ridgegate Water Line, a 42-inch pipeline. These outlets were designed to manage transient hydraulic events in the 8-mile transmission line delivering WISE water from Denver Water and Aurora Water to PWSD.

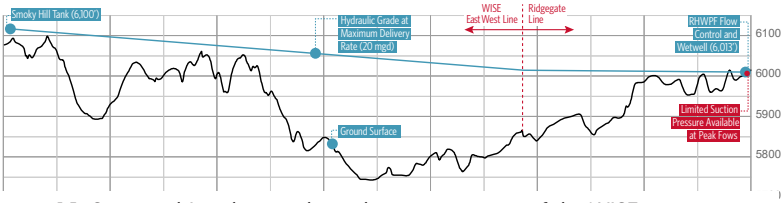


Figure 14. Steve and Jarod created a preliminary estimate of the WISE pump station system hydraulic grade line (HGL) during times of high flow rates.

D Critical Pipeline Crossings

Both the raw and finished water discharge lines will require specialized design resources to design crossings of Denver Water and North Table Mountain (NTM) pipelines. Of primary concern are the crossings of Denver Water's conduits 16 (66-inch steel finished water) and 22 (54-inch concrete raw water), as well as their water treatment residuals (6-inch steel) pipelines. **All three of these lines are critical to Denver Water's ongoing operations; they will have approval authority over crossing designs.**

Our team is familiar with all three Denver pipelines; **Mike Gossett and Steve Pool served as HDR's project manager and lead designer for Denver Water's Conduit 16 project, which required crossing design of NTM pipelines.** We have long standing professional relationships with Denver Water's crossing design review team, Jim Light and Matt Turney. **Our solid understanding of these pipelines as well as our standing relationships with Denver Water and the NTM team will result in quick design approval and thorough coordination of both entities' infrastructure, which will lower construction costs.**

Figure 15. Mike and Steve designed the control value vault for conduit 16.

Figure 16. Jarod and Steve designed the flow control vault for PWSD's WISE pump station.

E Control Valves and Metering

Flow control and metering are required for the raw water transmission line to feed the Ralston WTP, and a flow control vault is required on the finished water transmission line prior to entering the distribution system. Our approach begins with a hydraulics review to understand the functional and operational requirements, followed by a siting evaluation and discussions with the O&M team to establish operations and maintenance provisions that need to be considered. **Early identification of preferences for instrumentation and control, communication, equipment, and access will streamline the predesign.**

This programmed approach to selecting a configuration of the control valve and metering facility provides a defensible selection of the preferred configuration while avoiding delays and rework in the final design phase. HDR routinely uses this top-down approach to select preferred configurations for facilities. **Recently, we used this approach on PWSD's new Water Infrastructure and Supply Efficiency (WISE) pump station and flow control vault.** As the data collection and evaluation progresses, we will use our regular progress meetings and workshops to identify the criteria to be applied to the flow control/metering structures. **Optimizing the configuration of these facilities will be key to delivering a dependable, easy to operate, and cost-effective system.**

F Culvert/Canal Crossing

The South Boulder Supply Canal transitions to a large box culvert as it crosses 64th. **The baseline alignments for raw and finished water will have to cross this culvert unless a preferred alignment can be identified that moves the line out of the roadway.** Our approach begins with developing an understanding of the operating times and flows in the canal. This will help inform the feasibility and cost of an open cut crossing. If a sufficient canal shut down window is available, we can design an open cut crossing similar to the one recently completed for the City of Boulder as part of its MSI project. We will collaborate with the CM/GC to determine the feasibility and potential cost savings for an open cut crossing. If an open cut approach is determined to be unfeasible, we will develop a trenchless approach similar to that done for the City of Boulder's Phase 3 water line project. **Working together with the Canal's engineer, we will develop crossing details that jointly protect the pipeline and canal integrity.** This stepwise approach lowers project costs and manages construction risk. HDR has performed multiple Front Range canal crossings, most recently for the City of Boulder, MWR, Denver Water, and Colorado Springs Utilities.

HDR designed a 30-inch water line crossing of the Boulder Left Hand Ditch and North Boulder Farmer's Ditch as part of the Boulder T&D Phase 3 project.

Figure 17. The MSI project approach avoided public complaints while construction traversed through one of the most heavily used parks in the city.

G Trail Underpass Impacts

The Ralston Creek Trail crosses under 64th via a box culvert. Similar to the South Boulder Supply Canal crossing, the baseline alignments for raw water will have to cross this culvert unless a preferred alignment that moves the line out of the roadway can be identified. This box is even larger than the canal box, and the trail system is heavily used by the public. An initial review of utilities in the area suggests that a short diversion out of the roadway that avoids the recreation trail culvert may be possible. HDR will develop a crossing plan that protects public safety, effectively communicates impacts to trail users, and minimizes construction costs. **As part of Boulder's MSI project, HDR recently managed similar trail impacts through construction phasing, trail detours, and public outreach.**

H Subsurface Utility Investigations

In concert with our alignment analysis, we will use available land data to identify utilities, ROW, and private parcels that may be impacted by the project. We will leverage our subscription with 4M Analytics (4manalytics.com) to help identify utility data along potential pipeline routes.

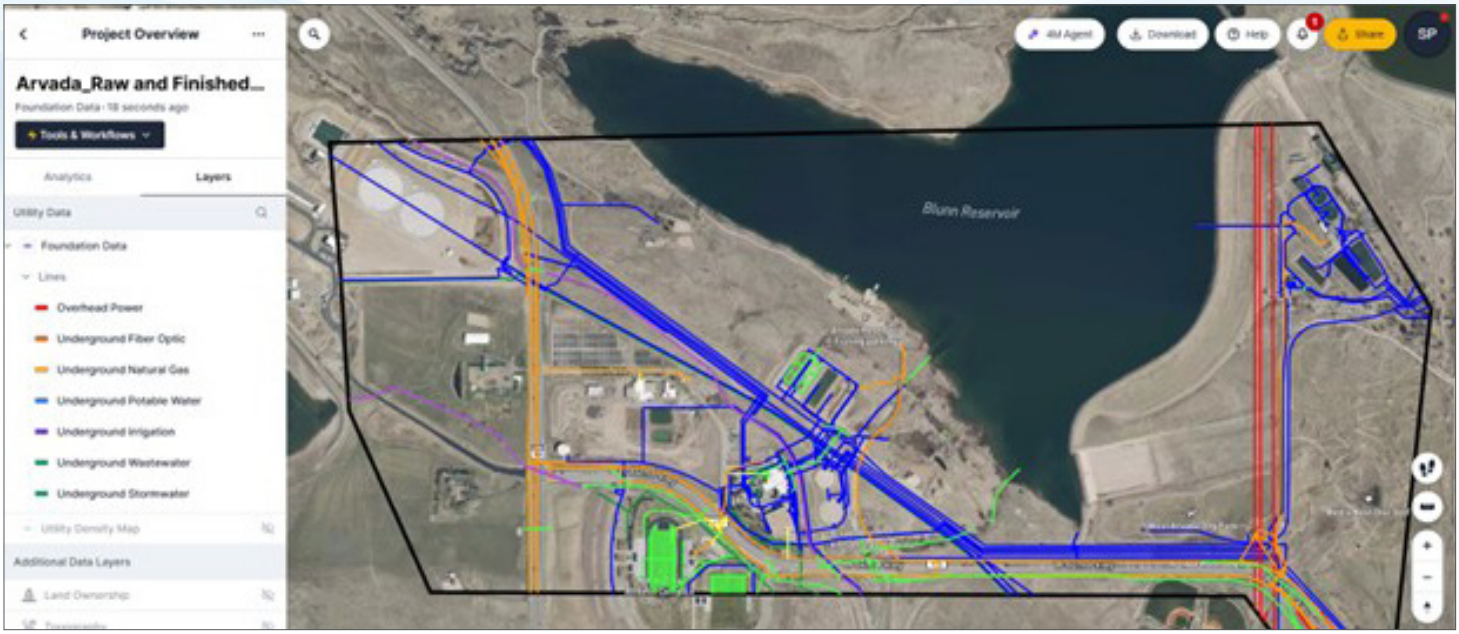


Figure 18. HDR has begun evaluating the raw and finished water alignments by integrating the utility and land data collected through our 4M subscription with our in-house SUE team's robust data set, compiled from our recent pipeline work with Denver Water, to provide this project with the most comprehensive initial dataset available.

The existing alignment corridor contains multiple, tightly spaced utilities within the 66th Avenue ROW, and at the crossing of Highway 93. **Identifying a viable route and crossing method that has adequate utility spacing, minimizes traffic impacts, and avoids utility conflicts will require careful planning and close coordination with the City, Denver Water, and the City of Westminster.**

Our Colorado SUE professionals have a wide breadth of expertise ranging from utility research, locating, design coordination, and utility owner coordination. **Todd Scharra** builds relationships with utility companies, quickly identifies conflicts and long-lead items, and starts conversations with the parties early in the process.

I Pipe Material Selection

Our approach first begins with developing an understanding of the City's preferred O&M practices. Then, based on the required flow rates pressure, we will confirm the required diameters. Given the likely diameters and cyclic nature of the pressure loadings, PVC may not provide the desired service life. Typical candidate materials are ductile iron (DIP) and welded steel for the pressures and diameters anticipated.

A collaborative materials analysis engaging both the City and the CM/GC will be performed to select the material(s) that best meet the City's operational preferences and manage construction costs.

The analysis will also consider lead times, thrust restraint requirements, corrosion protection, and cost. Another key factor to consider is water quality. Steel and DIP are typically furnished with cement mortar lining. At initial start-up and as that lining ages, the mortar leaches varying degrees of alkalinity into the water depending on residence time in the pipeline. The elevated alkalinity during the first year of service will need to be coordinated with the RTP designer to factor it into the treatment processes. **HDR recently authored a technical memorandum on this topic as part of Northern Water's NISP project.**

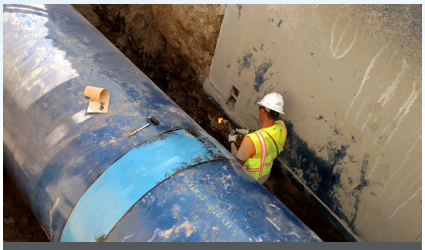
Figure 19. On the Tri-State JM Shafer Raw Water Pipeline project, HDR's pipeline materials analysis led the client to select PVC due to the water quality and cost savings advantages.

J Corrosion Protection and Stray Current Mitigation

HDR is a national leader in corrosion protection. Our in-house, Denver-based team will configure, locate, and size anodes, rectifier(s), and bonding stations to **deliver a system that maximizes your asset life and manages foreign current influence risk.** Our designs are easy to maintain and use the latest technology to facilitate remote system monitoring. **Our in-house, expert corrosion engineering staff, led by Addison Smith, PE, NACE CP-4, will serve to protect existing infrastructure as well as the new pipelines.**

As described in the materials selection section, metallic pipe materials (steel or DIP) are viable material candidates for the raw and finished water pipeline. If the corrosivity of the native soils is low, DIP may only require polyethylene encasement for corrosion protection. If the native corrosivity is high, the DIP will require cathodic protection. Buried steel pipes almost always require cathodic protection. HDR will develop a corrosion protection technical memorandum describing the recommended approach for corrosion protection. **HDR recently completed two such memoranda for the Thornton Water Project Segment F2 and Aurora's Rampart Delivery System. Expertise-driven corrosion engineering benefits the City through long lasting and low maintenance infrastructure.**

For several reaches of the new alignment, there are multiple existing cathodic protection systems serving existing buried steel pipelines, as well as a large solar field generating DC current. These systems will influence corrosion performance of the new pipelines. **Multiple cathodic protection systems and DC current sources on the same site require an experienced and expert designer to configure a new CP system.** We will design corrosion protection that adequately **protects systems, prevents stray current corrosion, and does not subject any pipeline to overcurrent or undercurrent conditions.**



Addison designed the program-wide CP system for Tarrant Regional Water District's 150-mile-long, 108-inch integrated pipeline project (IPL), as well as the CP on Denver Water's Conduit 16 project. The designs had varying pipe materials in the corridor, multiple foreign pipeline crossings, and the need for a cost-effective and high-performing CP system.

K Highway 93 Crossing

The finished water alignment will require crossing of Highway 93. HDR designed a trenchless crossing of Highway 93 as part of the Conduit 16 project. **During the Conduit 16 project coordination process with CDOT, we were able to secure their approval for an open cut crossing of Highway 93, which saved significant construction cost.** We propose having those same coordination conversations with CDOT for this project to determine if a similar cost-saving approach is acceptable to CDOT and the City.

HDR completed tunneled crossings of E-470 on the Second Creek Project as well as the South Platte Interceptor Project.

If a trenchless crossing of Highway 93 or other project areas is required, the **elevated risks of trenchless construction risk must be managed through technical expertise and experience.** To manage risks, our approach will include a detailed subsurface exploration program and a geotechnical baseline report (GBR) to define the bidding and construction parameters. **This approach benefits the project through tighter bids, enhanced claims avoidance and resolution, and lower project risk.** Our geotechnical subconsultant, GEI, has completed multiple tunnel designs and GBRs with HDR, including crossings of I-70 as part of Aurora's Zone 4 Water Line project and Denver Water Conduit 16.

To manage costs, our approach will feature a menu approach to tunneling technology selection. With this approach, the design identifies suitable tunneling technologies that will be allowed for each individual tunnel without regard for perceived cost. **The objective is to provide specialized tunneling contractors maximum flexibility in staging equipment so that they can determine the lowest cost.** Without this approach, potential cost savings for equipment availability, reduced mobilization costs, and lessons learned from the contractor experience may not be realized.

Figure 20. Impact of Ground/Soil Conditions on Viable Tunneling Methods

HDR and GEI presented this approach at the 2014 ASCE national pipelines conference and used it to drive costs down for Denver Water's North System Renewal Conduit 16 Replacement and MWR's Second Creek Interceptor projects.

Permitting and Approvals

Collaboration in Permitting Streamlines the Approval Process

This project must navigate complex regulations at federal, state, and local levels. HDR offers in-house experts skilled in working with planning agencies and code authorities. Through proactive management and effective working relationships with the permitting authorities, we guide projects through compliance and permitting, avoiding delays and controlling costs. This project requires permitting and approval from multiple stakeholders, as identified in **Figure 21.** If not carefully managed and thoroughly coordinated with the City, CM/GC, and OA, delays in obtaining permits and approvals can result in delays and changes during construction.

Our approach prevents permitting from driving the schedule. We will start by developing a permit matrix that identifies known permits required for design and construction. The matrix will identify the issuing entity, permit holder (e.g., engineer, CM/GC, or owner) contact information, approximate lead time, submittal requirements, and renewal issues, if any. We will work with the CM/GC team and vet the data, then track the progress and status of each permit at our regular progress meetings.

We have found that bringing the CM/GC to the table during permitting discussions to represent durations and extents of disturbances significantly enhances the approval process. This same approach was recently used successfully on Metro's Second Creek project and Colorado Springs Utilities' North Monument Creek Interceptor.

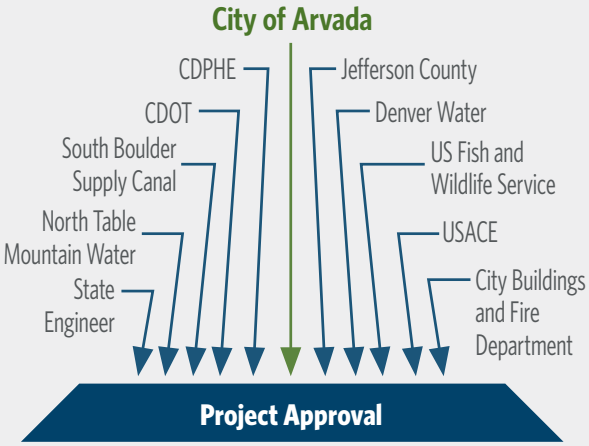


Figure 21. Early permitting activity and identification leads to project approvals.

Sustainability

As requested in Section 2.7 of the RFP, the City is interested in pursuing Envision verification for the RFIP. HDR has substantial experience developing and applying the Envision framework on projects and has assembled best practices and lessons learned from using Envision framework for over 10 years.

To date, HDR has supported over 30 Envision-verified projects, more than any other firm, including multiple water and wastewater treatment facilities. This includes achieving a Verified Envision award for the City of Westminster's Big Dry Creek Wastewater Treatment Facility Project.

We will work with the City and project stakeholders to understand and evaluate the Envision framework relative to the RFIP, along with identifying ways to integrate sustainability in the project design and specifications.

Waverly Klaw is HDR's Colorado Sustainability and Resiliency Manager and an Envision Sustainability Professional. She has two decades of professional experience in Colorado sustainability and resiliency planning and supports a range of sustainability strategies for clients.

City of Westminster Big Dry Creek Wastewater Treatment Facility

"The Envision certification process helped the City be a better fiscal, social, and environmental steward.... pairing sustainability with safe, reliable service are top priorities for our community, and it will be a continued focus of our strategic infrastructure investments."

Max Kirschbaum, Public Works and Utilities Director
City of Westminster

Resources

HDR is a full service engineering firm with expertise in pipelines, pump stations, tunneling, environmental permitting, condition assessment, dam safety, and construction. Our team brings unparalleled experience and several decades of expertise, including Kay, Mike, Steve, Jarod, and other specialists who have successfully delivered similar projects in the past. **Our team is well-networked nationally and can draw upon our national industry leaders should the need arise during the project.** In addition, HDR supplements our in-house resources with local specialty subconsultants with which we have long-standing relationships.

The primary office services will be delivered by our HDR Denver office, located 10 miles from Arvada City Hall and 25 miles from the RFIP, allowing **the project team to easily attend in-person meetings and perform field visits and coordinate with subcontractors.**

6 Colorado Office Locations:
Denver, Durango, Grand Junction, Fort Collins, Englewood, and Colorado Springs

12 Front Range Pipeline Projects
Within the Last 5 Years

700+ Colorado-Based Staff with **120+ Water Professionals**

5 Colorado Pump Station Projects
Within the Last 5 Years

In addition to our deep bench of personnel resources, HDR's high-end software capabilities will provide risk mitigation and real-time progress. Our team will utilize Revit, Navisworks, and Construction Cloud to create and communicate accurate, clear visualizations of our clients' projects. This allows us the opportunity to identify and solve spatial issues and manage safety, schedule, and budgetary risks during construction. Because we host our models on Autodesk Construction Cloud, you will have the flexibility of on-demand access to view and manipulate the most current version of the pump station model through your web browser. This increased accessibility to our design will amplify internal communication among operations, planning, engineering, and management teams.

Our local team provides:

+ Process Mechanical
+ Building Mechanical
+ Structural
+ Electrical
+ I&C
+ Site Civil
+ Pipelines
+ Pump/Lift Stations
+ Traffic Control
+ SUE
+ ROW
+ Condition Assessment
+ Cost Estimating
+ Environmental
+ Permitting
+ Dam Safety
+ Cathodic Protection Design
+ Landscape Architecture

Additional Value

In addition to the full scope of services our engineering disciplines will provide, our team brings additional value through a range of specific expertise that will benefit the City.

Korey's specific dam experience will provide streamlined permits approval for the City.

Dam Safety Expertise for Expedited Permit Approvals

Our dam safety specialists frequently work with owners to identify cost-effective measures to address SEO dam safety concerns centered around easement acquisition and construction limitations for excavation. A number of HDR staff come from the hydroelectric power industry, and this owner/operator perspective uniquely qualifies us to plan, coordinate, and obtain project permit approvals in accordance with Colorado Dam Safety's Rules and Regulations. **Our project team includes Korey Kadrmas, a former SEO dam safety engineer with extensive experience in these types of design considerations**. **He will apply his SEO and specific project experience, such as his recent role as lead designer for the Blunn Dam spillway replacement,** to better communicate with the DSO to address any dam safety concerns and streamline design review comments.

On the Second Creek Interceptor, MWR's largest CM/GC pipeline project to date, cost was at the forefront from initial design through closeout. HDR, MWR, and the contractor utilized transparency and cooperation along with collaborative tools like decision logs and risk registers to consistently track the estimate and look for ways to provide value without sacrificing quality. Due to the diligence of all sides of the CM/GC partnership, the guaranteed maximum price (GMP) was $11M less than the original cost estimate.

COLLABORATIVE DELIVERY

Through successful alternative delivery projects, HDR has developed a design approach that facilitates contractor insight into construction and design issues, saving our clients time and money. We are one of Colorado's most experienced alternative delivery engineers, having completed CM/GC projects for Aurora Water, Metro, Denver Water, Greeley, Loveland, Breckenridge, and Fort Collins.

Opportunities to Integrate our Project Experience with the City's Standard Details

While finishing the pipeline work on schedule is crucial, it is just as important for the associated infrastructure to be resilient and service-ready throughout its life. **The design team must strike a balance between utilizing City standard details and adapting them for larger diameter pipe service.**

HDR values input from O&M staff, which will be solicited and integrated into project details and specifications where possible. **This exercise has proved invaluable in projects HDR has delivered for Aurora, Denver Water, and Colorado Springs Utilities, where operator knowledge and feedback has shaped the details from the preliminary stages.**

The City's standard air valve detail featured in **Figure 22** does not presently include a manway for access inside the pipe. This would be a useful feature to incorporate for both construction and maintenance teams on the larger diameter pipelines found in this project. In **Figure 22**, we have annotated Detail 400-49 and described below preliminary improvement edits for consideration:

1. Recent projects have upsized a 24-inch manhole ring and cover to a 30-inch manhole ring and cover, **giving more room for operators to maneuver.**
2. **Consider upsizing air release piping and valves to a 4-inch clear opening** to allow for potential future use of Smartball technology or similar assessment sensors.
3. **Rather than a concrete floor with sump, air release and vacuum valve vaults may be able to utilize concrete base beams and drainage rock at the bottom of the vault**. This would provide a simplified drainage path and prevent standing water within the vaults. Additional geotechnical investigation will be needed; however, preliminary mapping from the NRCS Web Soil Survey tool indicates that most of the project area consists of well-drained soils.

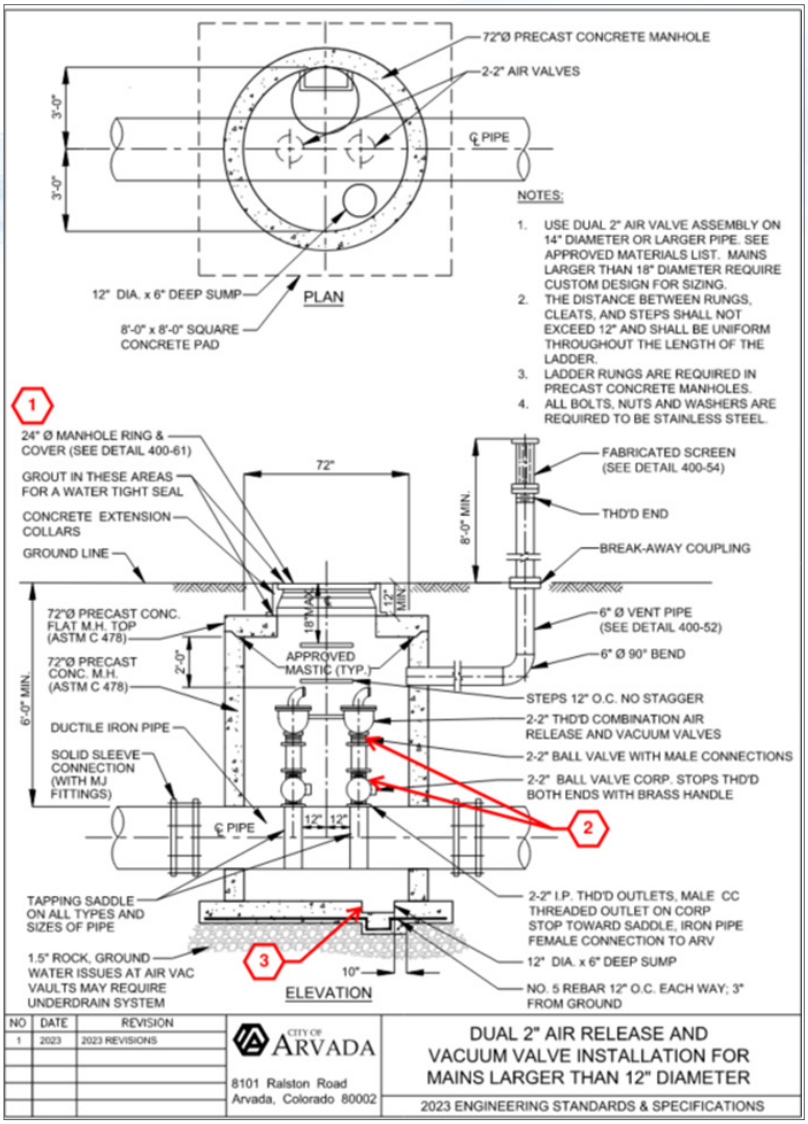


Figure 22. Detail 400-49.

Compliance

As HDR employee-owners, we reinforce quality as a mindset with each member of our team. For us, it starts at project initiation, with the primary goal of preventing errors by being proactive rather than detecting and correcting errors after they have occurred. To verify strict compliance with the City's standards and requirements and achieve superior quality control in materials and workmanship, based on the RFP Scope of Services, we will implement the following:

Internal Quality Management Plan (QMP). HDR will develop a detailed internal QMP that outlines the specific procedures and standards to be followed throughout the project.

Documentation and Reporting. Comprehensive documentation will be maintained for quality control activities in accordance with the City's and HDR's procedures throughout the life of the project. Along with our internal quality review process for comment resolution, we will track external comments in a comment log and bring them to resolution as the project progresses.

Plans and Specification Development. HDR will engage City operations staff during the workshops and progress meetings to make sure City preferences and quality equipment are specified.

Scheduling. HDR will develop a master schedule with proper durations, resourcing, dependencies, and contingencies.

Communication and CM/GC/OA/RTP Program Coordination. Effective communication and coordination with stakeholders for the RFIP and RTP projects, including the City, OA, design engineer, and CM/GC contractor, will be achieved during weekly status meetings, monthly coordination meetings, and project workshops.

Deliverables

Our deliverables are identified in our work plan and schedule on page 27 by each phase of the project. We have expanded on deliverables below and on the following pages. These deliverables are based on our current understanding of the RFP Scope of Services.

Internal Quality Management Plan (QMP): A program that leads to consistent, high-quality deliverables.

HDR will develop a detailed internal QMP that outlines the specific procedures and standards to be followed throughout the project. This plan will be aligned with the City's requirements and industry best practices. **Comprehensive documentation will be maintained for quality control activities in accordance with the City's procedures throughout the life of the project.** We will engage the appropriate reviewers on the design review submittals and return clear, concise comments to the design teams that align with City goals and details such as operational requirements. Throughout the participation of the project, we will keep organized meeting notes and provide timely status updates to the City and OA.

QUALITY MANAGER
MIKE GOSSETT

Mike will lead quality control reviews for the RFIP, leveraging his 36 years of experience to review designs and provide quality standards for engineering best practices, consistency, clarity, and constructability.

Detailed Project Management Plans: Cost control and quality assurance for successful project delivery.

A clearly defined PMP is a proven approach for successful project management and delivering a high-quality design. Our PMP will navigate the inevitable obstacles that occur in every project. Our approach is structured to continually update and adapt the PMP to fit project objectives and provide a reference document to guide day-to-day design, control design costs, and meet City and RTP Program entities' expectations for quality and schedule.

HDR's Project Management Plan Framework

Figure 23. HDR will develop a well-defined, coordinated, and proactive PMP and will track it closely to completion.

Kay Dry will manage the RFIP, leading the design team along with proactively communicating and coordinating with the project stakeholders to deliver the project on time and within budget.

Jarod Limke and Steve Pool will provide design management. Steve and Jarod have proven to be open and effective communicators, as demonstrated with the success of their current and previous projects. We are committed to reaching out regularly to follow up on action items, keeping the team updated on project progress, and driving the project to completion.

MEETINGS AND WORKSHOPS

We achieve trust through transparency and effective communication achieved through planned project workshops, which includes **monthly program coordination meetings/calls with the RTP OA and other RTP program entities and design and cost estimate workshops.**

Conflict Management and Resolution Process

Most conflicts arise from some form of miscommunication. **Our strategy is to implement a clear and structured communication protocol from the onset to help reduce or avoid conflicts.** For project meetings, this includes agendas distributed beforehand and promptly distributed meeting minutes with defined action items, due dates, responsibility, and status. By confirming that the City, OA, CM/GC, and our team are on the same page regarding project action items, decisions, and risks, many misunderstandings can be avoided.

At each milestone deliverable, HDR will facilitate a review workshop with the City, OA, and CM/GC to communicate the design intent and solicit crucial feedback on operability, safety, cost, and constructability. **This same approach was used successfully on Colorado Springs Utilities' NMCI project and PWSD's WISE pump station project.**

Risk Identification and Management

Proactive identification and management of risks avoids both costly delays in data acquisition and gaps in design details. **HDR promotes a proactive risk management strategy through the development and use of a risk register and prioritization of risks through a risk matrix, successfully managing design projects to protect the project's schedule, budget, and community reputation.**

A successful risk register will include HDR, the City, and the CM/GC's input. Together, we will brainstorm a comprehensive list of risks and potential management strategies that include:

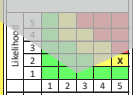
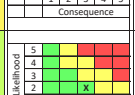
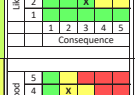
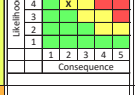
+ Description of Risk
+ Cause and Effect
+ Risk Owner (Owner, HDR, or CM/GC)
+ Risk Assessment
+ Potential Management Strategies
+ Status of Risk and Management Strategy

Likelihood	Consequences				
	INSIGNIFICANT Risk is easily mitigated by normal day to day process	**MINOR** Delays up to xx% of schedule	**MODERATE** Delays up to xx% of schedule	**MAJOR** Delays up to xx% of schedule	**CATASTROPHIC** Project abandoned
Certain > 90% chance	High	High	Extreme	Extreme	Extreme
Likely 50% - 90% chance	Moderate	High	High	Extreme	Extreme
Moderate 20% - 50% chance	Low	Moderate	High	Extreme	Extreme
Unlikely 5% - 20% chance	Low	Low	Moderate	High	Extreme
Rare < 5% chance	Low	Low	Moderate	High	High

Figure 24. A risk register like the one pictured tracks potential issues early on an individual level. This level of detail gives the CM/GC team time to correct course before cost, schedule, or quality is compromised, which is instrumental in delivering projects on time and budget.

Risk Register: Rampart Delivery System Expansion Phase 1A Last Update: 12/17/2025

Risk Likelihood: Low / Medium / High

Item	Date	Project Area or Phase	Risk	Risk Category	Impact Description	Likelihood	Consequence	Raw Risk Score	Raw Risk Graph	Probable Impact	Risk Response / Contingency Plan	Potential Mitigation Factor	Potential Risk Score	Implementation Status	Current Mitigation Factor	Current Risk Score
1	10/8/2024	Design	Alignment will require closures of Moore Rd. County may not allow.	Alignment	Delay in approvals and permitting, redesign of alignment, additional tunneling, increase in construction costs	2	5	10		Time: High Cost: High Scope: Low H&S: Medium	Coordinate with municipalities on ROW use Review existing utilities	0.5	5		1.0	10
2	10/8/2024	Construction	Access and construction on Stockton property will be restricted	Schedule	Delay field data collection, delay in remobilizations in construction, potential loss in revenue claims	2	3	6		Time: Medium Cost: Low Scope: Low H&S: Low	Coordinate with land owner on access and construction timing Review existing easements	0.7	4		1.0	6
3	10/8/2024	Construction	Access and construction at Valley View Christian Church property will be restricted	Cost/ Schedule	Disruption in school and church services/activities	4	2	8		Time: Medium Cost: Low Scope: Low H&S: Low	Coordinate with church on limits of disturbance, safety, and construction timing Review existing easements	0.5	4		1.0	8
4	10/8/2024	Construction	Access and construction at 7063 W Lakeside Dr property will be restricted (patio overhang)	Public Relations	Alignment is close to existing structure and may cause structural damage to the existing house and require demolition of landscaping	3	5	15		Time: Medium Cost: High Scope: Low H&S: Medium	Early coordination with homeowner Vibration monitoring during construction, pre-construction survey of house Allowance for landscaping replacement	0.5	8		1.0	15

Early CM/GC Integration

The CM/GC is an integral part of the project team and should be integrated early in the design process. This provides accountability and ownership to early project decisions and budgetary costs throughout the project life cycle. HDR will be an engaging and collaborative partner in this effort.

Considerations for Successful Integration:

+ Engage the **electrical subcontractor during preconstruction.** The electrical and controls work is typically 25 to 40 percent of overall project costs and often drives the critical path schedule. We suggest the CM/GC procurement make this role an explicit requirement.
+ **Integrate CM/GC value-based ideas from the proposal into the 30-percent design and BODR.** The RFP scope can solicit input on work packaging, early equipment procurement during construction, site planning, cash flow expenditures, etc., to maintain operations during construction.
+ **Continuity of CM/GC leadership from preconstruction into construction and startup**. The CM/GC project manager, estimator, and superintendent must have continuity throughout the project to carry the design intent into the field.

Robust cost and change control will keep the project within the available budget.

+ As the design progresses, the CM/GC and HDR will collaborate on the development and maintenance of a design evolution log (DEL) and report out monthly major project changes.
+ Transparent reviews of the OA's OPCC and the CM/GC's GMP will be followed by collaborative VE workshops.

9.4.6.6. PROJECT SCHEDULE

Project Work Plan

Given the complexity and scope of the project, our work plan is structured to verify thorough planning, coordination, and execution across phases. The project approach framework below summarizes our project work plan with key project tasks as provided in the Scope of Services from the RFP. The tasks outlined match our proposed schedule provided to the right.

For efficiency, the designs of the raw and finished water pipelines and raw water pump station will progress in parallel and be delivered as one design package. This structured approach validates that we address the aspects of the project comprehensively, from initial planning through to delivery of the Issued for Construction documents, delivering high-quality, resilient delivery infrastructure for the RFIP. **HDR strives to remain flexible throughout the life of the project; a large project such as this often finishes in a completely different manner than how it starts.** We are committed to partnering with the City and your design consultants, CM/GCs, and regulators to collaborate and deliver a successful project, adjusting our work plan as needed.

TASK 1 - Project Management and Quality Control - Project Wide

Effective project management is necessary to keep project team members aligned and focused on project success. This includes building a quality and project management plan that is resilient to inevitable project challenges.

DESIGN TASK 2.01 - Predesign and Concept Verification

Confirming hydraulic operating parameters and collecting the field data (SUE, geotechnical, utility locates, survey) will establish the technical basis of design for the raw and finish water pipelines and raw water pump station. We will work with the City to workshop various pump station layouts that consider safety, operability, and constructability. Additionally, during this phase, we will assist the City in the procurement process of selecting a CM/GC and develop the PCCP Condition Assessment and begin the Envision Feasibility Study.

DESIGN TASK 2.02 - 30-Percent Design Development

Upon team consensus on the pipeline alignments and most optimal pump station design parameters, HDR will compile a 30-percent design via Revit for model/drawings and a specification list. A basis of design report (BODR) will document project design criteria and include a data handbook with design calculations.

A thorough BODR and 30-percent design phase will mitigate disruptions during final design. Engaging the City's CM/GC during this phase is critical for establishing constructability and construction phase cost and schedule certainty.

DESIGN TASK 2.03 - 60-Percent Design Development

Working collaboratively with the City, the OA, and the CM/GC, HDR will advance the pipelines and pump station designs to the 60-percent design milestone.

The City, the OA, and the CM/GC will have access throughout the design to our raw water pump station design model via web browser for team communication.

DESIGN TASK 2.03 - 90-Percent Design Development

Working collaboratively with the City, the OA, and the CM/GC, HDR will advance the pipelines and pump station designs to the 90-percent design milestone.

DESIGN TASK 2.04 - Issued For Construction (IFC)

Working collaboratively with the City, the OA, and the CM/GC, HDR will advance the pipelines and pump station designs to the Issued for Construction (IFC) milestone.

Detailed Schedule Planning and Systemic Tracking to Keep the Project on Track

We have developed a master schedule using Microsoft Project for design services that reflects our work breakdown for our approach and ties back to our work plan. During design execution, detailed schedule planning and progress monitoring of the engineering tasks are needed to execute project. Our scheduling approach begins by fully integrating the work breakdown structure (WBS) so that the scope tasks align with the schedule and fee. The schedule is then loaded with resources, hours, and costs. With this level of planning and detail, we can confirm that the required resources are available and committed to each part of project throughout its duration. **With our team, no project will be delayed due to a lack of resources.**

Frequent communication with the City, OA, and CM/GC will verify that the schedule remains accurate. We will prepare monthly schedule updates and provide them to the OA for incorporation into the program-wide schedule. Quality reviews are accounted for in schedules, allowing Mike and our technical reviewers adequate time to perform independent reviews of deliverables, building quality into submittals. **By proactively building time into the schedule for quality and technical reviews, we position the project to fully capitalize on that expertise.** Additionally, the HDR team understands the required timelines for the City, OA, and CM/GC to review the designs, which are reflected in this schedule.

Know the Critical Path

Detailed schedule identifies critical-path tasks to manage overall design schedule and milestone due dates. Non-critical-path tasks can be flexed ahead or delayed as needed to adjust to execution demands.

Tracking

Design schedule will be updated throughout the project, and formal updates will be included with progress reports to identify schedule slip and assign additional resources before milestones are affected.

Frequent Collaboration

In addition to weekly progress calls with the City, the design management team will meet with design leads and CADD staff for design progress review, data coordination, and design, schedule, and deliverable status.

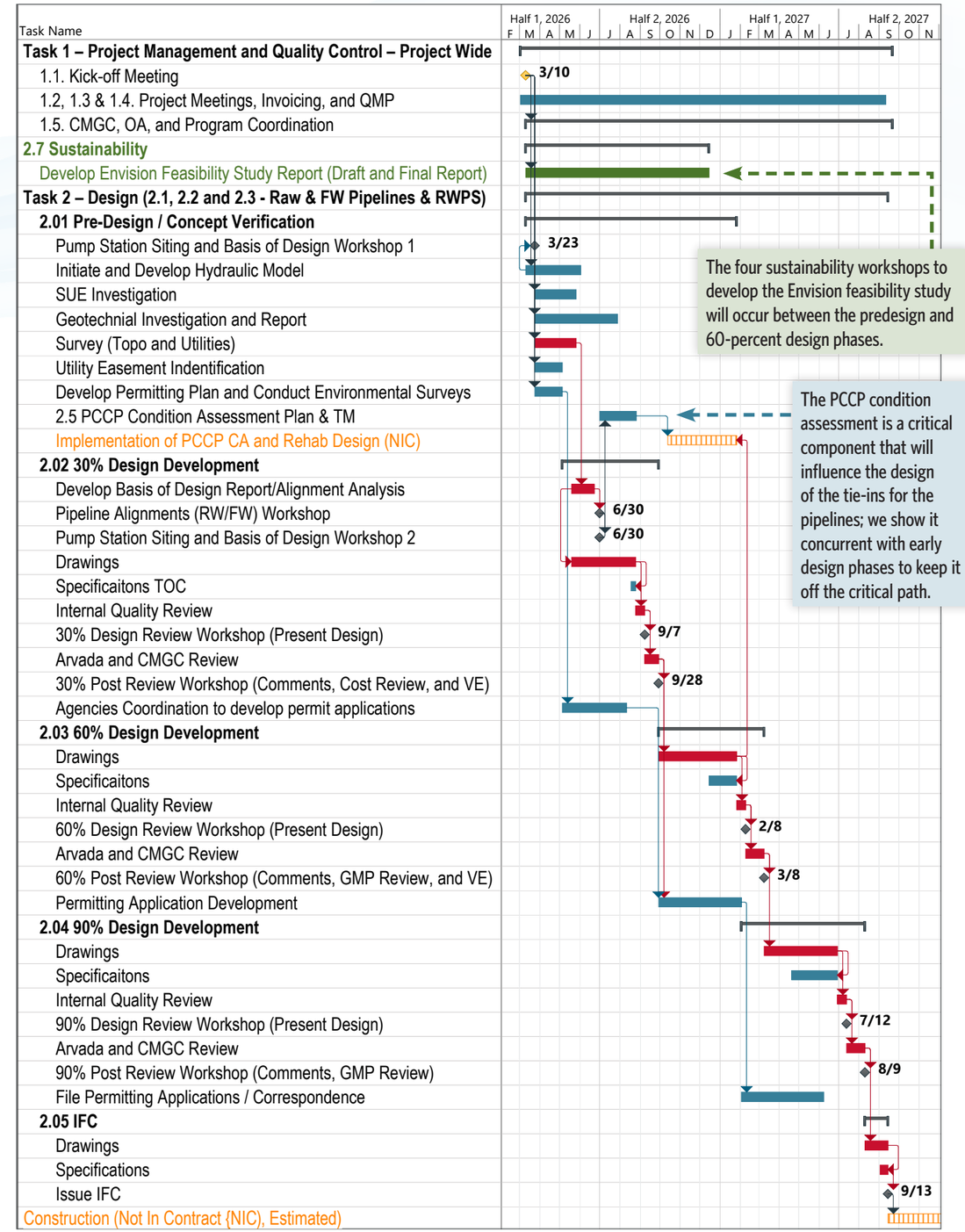
Plan For Quality

Quality reviews are accounted for in schedules, allowing our technical advisors adequate time to perform independent reviews of deliverables and building quality into submittals.

Figure 25. Our proactive schedule management approach identifies schedule challenges early so adjustments can be made to maintain on-time delivery.

Please refer to **page 8** for RFP requirements 9.4.6.6.i and page **iii** for RFP requirements 9.4.6.6.ii and 9.4.6.6.iii.

This proposed project schedule presents an approximate 18-month design for the raw and finished water pipelines and pump station designs, finishing in September 2027. We anticipate construction will take approximately 22 months, finishing in May 2029. This schedule allows for 6 months of float between design and construction to meet the system start-up time frame of Q3 of 2029.



REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: HDR Engineering, Inc.

Contact Names: Kay Dry

Sales/Customer Service Kay Dry

Address: 1670 Broadway, Suite 3400 Denver, CO 80202

Phone: (720) 877.7902 Email(s): kay.dry@hdrinc.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:	December 19, 2025	47-0680568
Signature of Authorized Agent	Date	FEIN
R. Bradley Martin	Sr Vice President and Colorado Area Manager	brad.martin@hdrinc.com
Typed/Printed Name of Agent	Title of Agent	Agent's Email

Type of Business: ☑Corporation, State of Incorporation Nebraska ☐Partnership (general)

☐Partnership (limited) ☐Sole Proprietorship ☐Limited Liability Company

☐Other

Address of main business office, principal factory, or warehouse if different from above:

1917 South 67th Street, Omaha, NE 68106

Principal line of business: Engineering Services

Number of years in present business: 108

REFERENCES:

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

Name: Aurora Water First Creek Interceptor Segments 1B, C, D Contact Person: Andrea Long

Address: 26791 E Quincy Ave., Aurora, CO 80016

Telephone No: 720.859.4346 Email: along@auroragov.org

Describe type of work/service performed or items supplied: Preliminary design, final design, and construction phase services for a 4.5-mile-long, 42-inch-diameter interceptor.

Name: Denver Water Conduit 16 Contact Person: Jim Light

Address: 1600 W. 12th Ave., Denver, CO 80204

Telephone No: 303.628.6614 Email: jim.light@denverwater.org

Describe type of work/service performed or items supplied: Preliminary and final design, and bidding and construction phase assistance for the replacement of a 7.5-mile-long, 66/84-inch steel transmission pipeline.

Name: Parker Water Sanitiation District WISE Pump Station Contact Person: Emilie Abbott

Address: 13939 Ancestry Dr, Parker, CO 80134

Telephone No: 720.842.4272 Email: eabbott@pwsd.org

Describe type of work/service performed or items supplied: Comprehensive engineering services for the design and engineering phases of a new Water Infrastructure and Supply Efficiency (WISE) pump station.

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: N/A % N/A Days, Net: 30 Days, Accept Visa without additional fee? N/A

~~**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, Licensing, and Certifications, if applicable~~
  - ☐ ~~Details of Proposal – Proposed products & services, implementation timeline and warrantees~~
  - ☐ ~~Details of Qualifications – products & services~~
  - ☐ ~~Completed, signed Required Vendor Submittal Form, Performance Measures (if applicable), and any other attachments requested~~
  - ☐ ~~Proposed implementation timeline and any warranties if applicable~~
  - ☐ ~~Attach Firm's licensing or certifications, if applicable~~
  - ☐ ~~Pricing – All fee and costs associated with the offering. Use the City provided form if included in solicitation.~~

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 Letter***
  - ☑ ***Detail Firm's and Employees' Capabilities, Experience, Licensing, and Certifications***
  - ☑ ***Details of Proposal – Project Understanding and Project Approach as it applies to the Statement of Work***
  - ☑ ***Completed, signed Required Vendor Submittal Form, Performance Measures, and any other attachments requested***
  - ☑ ***Proposed Project Schedule***
  - ☑ ***Fee Schedule/Cost Proposal***

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. Submitting 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 KD, 12/08/2025 #2 KD, 12/10/2025 #3 _____

Acknowledgments

Per RFP Section 9.4.6.1 i

HDR does not have any exceptions to this RFP with the exception of the contract variations listed below, which the City has previously agreed to.

Additions are included in **red bold italic text,** and subtractions are in ***~~red strike through italic text.~~***

Page 2, Section 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 **reasonable** attorneys' fees and related costs) **to the extent caused by,** arising from or related to any **negligent** act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with the Agreement."

Page 3, Section 15. Standard and Manner of Performance. "Contractor shall perform its obligations under the Agreement in accordance with the ***~~highest~~*** **customary** standards of care, skill, and diligence in Contractor's industry, trade, or profession **at the time services are performed**."

Page 6, Section Insurance Requirements, 6. Professional Liability. "Professional Liability insurance in an amount of not less than $1,000,000 per ***~~occurrence~~*** **claim and in the aggregate**, covering the professional work contemplated under this proposal. The coverage shall be **maintained for or** have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims."

Per RFP Section 9.4.6.6 i

HDR is engaging the subconsultants identified on pages 7 and 8 to provide survey, geotechnical engineering, environmental permitting, and potholing services. No other subconsultants or specialty consultants are identified to support this project at this time.

Per RFP Section 9.4.6.6 ii

HDR does not have any known potential or existing conflicts of interest, and all contracted assigned personnel will complete a Conflict-of-Interest Disclosure Affidavit upon award.

Per RFP Section 9.4.6.6 iii

HDR agrees to protect any gained proprietary information from unauthorized use or disclosure for as long as it remains proprietary.

VENDOR NAME: HDR Engineering, Inc. **SOLICITATION #** 25-ENG-087

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. Monthly reports will be submitted with invoices providing a summary of tasks completed to date and detailing planned effort, actual effort, and earned value. Tracking these items over time provides at-a-glance trends on progress and allows adjustments to be made early.

2. A detailed change management log will be maintained throughout the project to track changes that would impact the project scope, schedule, or fee. Changes will be discussed and approved by the City prior to commencing work. This prevents unexpected requests for contract amendments at the end of the project.

(b) Punctuality/Responsiveness
Example Measure: Reporting of project status will occur monthly with the City and consultant's Project Manager.

1. HDR's project manager will hold regular calls with the City's project manager to check in on project status, review outstanding action items, and plan for upcoming project activities.

2. Once project schedule is established, we will adhere to it with a core delivery staff and proactively communicate status. We will appoint a second-in-command to communicate with the City in the event that the project manager is unreachable.

(c) Quality/Reliability

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

1. A detailed Quality Management Plan will be developed at the beginning of the project to provide an anticipated schedule and QC responsibilities.

2. Visual and written deliverables undergo a writing and formatting review to verify the final deliverable is presented well in addition to being technically sound.

(d) Sustainability and/or Innovation

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

1. Consultant's team will provide digital deliverables to the City when possible and allowed. A site will be established for transfer of larger files to reduce the need for physical delivery of paper or electronic media.

2. Virtual project meetings can be held when practical to reduce vehicle miles.

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.

9.4.6.7. COST PROPOSAL

CONFIDENTIAL

Fee and Rate Schedule

City of Arvada
Design Services for Raw and Finished Water Infrastructure Project
HDR Engineering, Inc.
Updated:12/19/2025

	PI/QA/QC Lead (Mike Gossett)	Project Manager (Kay Dry)	Pipeline Design Lead (Steve Pool)	Pipeline Engineer (Rachel Keasley)	Staff Engineer (Connor Gilpatrick)	Corrosion Engineer (Addison Smith)	C3D Drafting (Thomas Hicks)	QA/QC Pipeline (Various)	PS Design Lead (Jarod Linke)	Pump Station Engineer (Abby Dodd)	Electrical Lead (Travis Moore)	Electrical Engineer (Antonio Sierra-Delgado)	Structural Lead (Ron Manske)	Structural Engineer (Jesus Perez Tonches)	Mechanical Lead (Justin Green)	Mechanical Engineer (Yara Al Milaify)	I&C Engineer (Christine Aubb)	Lead Architect (Rich McKinley)	Architect (Scott Kenny)	PCCP CA (Jerry Snead)	Fire & Life Safety (Mike Shumpert)	Revit Manager (Eddie Paz)	Revit Support - BES (Various)	QA/QC Pump Station (Various)	Hydraulics Lead (Mike Sabon)	SUE Lead (Todd Schierra)	Dam Safety Engineer (Korey Kadmas)	Permitting Lead (Serena Brownlee)	Traffic Control Engineer (John Seyer)	Environ QC (Will Kirby)	Environ Lead (Waverly Kaw)	Project Support (Donna Velasquez)	Accounting (Emily Lebourneau)	HDR Hours	HDR Labor	Geotech Eng (GEI)	Topo and Utility Survey (Precision)	Potholes (Colorado Utility Finders)	ERO	Total Subs	Expenses and ODCs	Total Expenses and Subs	Total HDR Fee
1	$ [redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]										
Task Description																																											
1 Project Management and Coordination																																											
1.1 Project Kickoff Meeting		6	6	6					6	6	4																							34	$8,740					$ -	$ 200	$ 200	$ 8,940
1.2 Project Meetings and Updates		78	78	8	78				78	8																								328	$81,900					$ -		$ -	$ 81,900
1.3 Monthly Invoice Submittals		36																															72	108	$21,420					$ -		$ -	$ 21,420
1.4 Quality Control		12																																12	$3,540					$ -		$ -	$ 3,540
1.5 CMCG, OA and Program Coordination		18	18						18																									54	$15,660					$ -		$ -	$ 15,660
Sub-total	0	150	102	14	78	0	0	0	102	14	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	72	536	$131,260	$ -	$ -	$ -	$ -	$ -	$ 200	$ 200	$ 131,460
2.01 Design - Pre-Design/Concept Verification																																											
Pump Station Siting/Basis of Design Workshop 1	4	4			8		8		8	12																	6							50	$11,540					$ -	$ 200	$ 200	$ 11,740
Initiate and Develop Hydraulic Model	2			4					4	8														8	120									146	$29,870					$ -		$ -	$ 29,870
SUE Investigation		2	4	12			24		2																	50				8			12		114	$26,910		$ 10,000	$ 45,000		$ 57,750	$ 500	$ 58,250	$ 85,160
Geotechnical Investigation and Report		2	4	8					2																								12		28	$5,450	$ 150,000				$ 157,500	$ 200	$ 157,700	$ 163,150
Survey (Topographic and Utilities)		2	4	20			16		2	8																20							12		84	$18,070		$ 60,000			$ 63,000	$ 200	$ 63,200	$ 81,270
Utility Easement Identification		2	4	16			4		2	8																									36	$7,790					$ -	$ 200	$ 200	$ 7,990
Develop Permitting Plan		8	2	8					2	4																		8							32	$7,850				$ 11,000	$ 11,550		$ 11,550	$ 19,400
Conduct Environmental Surveys		8	2	8					2	2																		8					8		38	$8,500					$ -	$ 200	$ 200	$ 8,700
Task 2.5 PCCP Condition Assessment Plan & TM	2		4	8	16			8												60															98	$25,990					$ -	$ 1,000	$ 1,000	$ 26,990
Sub-total	8	28	24	84	24	0	52	8	24	42	0	0	0	0	0	0	0	0	0	60	0	0	0	8	120	70	6	16	8	0	0	44	0	626	$141,970	$ 150,000	$ 70,000	$ 45,000	$ 11,000	$ 289,800	$ 2,500	$ 292,300	$ 434,270
2.02 Design - 30% Design Development																																											
Develop Basis of Design Report	8	4	24	40	80	14		4	40	40	8	40	8	40	8	40	40	8	60	20	20			4										550	$108,980					$ -		$ -	$ 108,980
Internal Design Chartering		4	2	2	2				2	2	2		2		2		2	2		2	2	2	2			2	2	2						36	$9,140					$ -		$ -	$ 9,140
Pipeline Alignments (RW/FW) Workshop	4	4	8	12	8																						8							44	$10,700					$ -	$ 400	$ 400	$ 11,100
Pump Station Siting/Basis of Design Workshop 2	4	4			4				8	12	4																							36	$8,800					$ -	$ 200	$ 200	$ 9,000
Develop 30% Design Submittal	8	16	40	160	200	16	280	24	80	200	24	100	24	120	24	120	140	24	120	8	24	240	200	40	8	8	8		8				8	2272	$433,640					$ -		$ -	$ 433,640
Coordination with regulatory agencies and utility purveyors		8	24	40																														72	$17,240					$ -	$ 200	$ 200	$ 17,440
30% Design Workshop - Present Design		8	8	12					8	12																								48	$11,640					$ -	$ 200	$ 200	$ 11,840
30% Design Workshop - Address Comments, Cost Review, VE		8	8	12					8	12	4						4																	56	$13,620					$ -	$ 200	$ 200	$ 13,820
Sub-total	24	56	114	278	294	30	280	28	146	278	42	140	34	160	34	160	186	34	180	30	46	240	200	44	10	10	18	2	8	0	0	8	0	3,114	$613,760	$ -	$ -	$ -	$ -	$ -	$ 1,200	$ 1,200	$ 614,960
2.03 Design - 60% Design Development																																											
Develop 60% Design Submittal	8	12	40	200	300	16	280	30	100	240	32	160	40	120	32	120	120	32	140		20	300	330	64	8	8	8					8		2768	$522,710					$ -		$ -	$ 522,710
Internal Coordination		8	4	4	4		4		4	4		4		4		4	4		4			4												56	$11,520					$ -		$ -	$ 11,520
60% Design Workshop - Present Design		8	12						8	12																								80	$20,150					$ -	$ 200	$ 200	$ 20,350
60% Design Workshop - Address Comments, VE, GMP		8	8	12					8	12	6	6	6		6		6	6																84	$20,520					$ -	$ 200	$ 200	$ 20,720
Permitting Application Development		12	8	8					4	4																		40						76	$19,360					$ -		$ -	$ 19,360
Sub-total	8	48	68	236	304	16	284	30	124	272	38	170	46	124	38	124	130	38	144	0	20	304	330	64	8	8	8	40	0	0	0	8	0	3,032	$585,750	$ -	$ -	$ -	$ -	$ -	$ 400	$ 400	$ 586,150
2.04 Design - 90% Design Development																																											
Develop 90% Design Submittal	8	12	40	180	280	16	280	30	100	260	32	160	32	140	32	100	180	32	140		20	280	280	64	8		8					8		2722	$515,710					$ -		$ -	$ 515,710
Internal Coordination		8	4	4	4		4		4	4		4		4		4	4		4			4												56	$11,520					$ -		$ -	$ 11,520
90% Design Workshop - Present Design		10	8	12					8	12	6		6		6		6	6																80	$20,150					$ -	$ 200	$ 200	$ 20,350
90% Design Workshop - Address Comments, GMP		10	8	8					8	8																								42	$10,670					$ -	$ 200	$ 200	$ 10,870
File Permitting Applications/Correspondence		12	4						4																			24						44	$11,840					$ -		$ -	$ 11,840
Sub-total	8	52	64	204	284	16	284	30	124	284	38	164	38	144	38	104	190	38	144	0	20	284	280	64	8	0	8	24	0	0	0	8	0	2,944	$569,890	$ -	$ -	$ -	$ -	$ -	$ 400	$ 400	$ 570,290
2.05 Issued for Construction (IFC)																																											
Develop 100% Design Submittal	8	8	20	80	40	4	60	8	24	100	4	40	4	40	4	40	40	4	40	4	4	80	80	8										744	$141,700					$ -		$ -	$ 141,700
Issue IFC Package			2						2		2		2		2		2	2																14	$3,790					$ -		$ -	$ 3,790
Sub-total	8	8	22	80	40	4	60	8	26	100	6	40	6	40	6	40	42	6	40	4	4	80	80	8	0	0	0	0	0	0	0	0	0	758	$145,490	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 145,490
2.4 CM/GC Solicitation and Selection Assistance																																											
CM/GC Selection Assistance		40	20						20																									80	$23,300					$ -	$ 200	$ 200	$ 23,500
Sub-total	0	40	20	0	0	0	0	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80	$23,300	$ -	$ -	$ -	$ -	$ -	$ 200	$ 200	$ 23,500
2.7 Sustainability																																											
Project Coordination Meetings		6																												6	6			18	$4,770					$ -		$ -	$ 4,770
Envision Workshops		8																												20	40			68	$17,360					$ -	$ 400	$ 400	$ 17,760
Prepare Envision Feasibility Study (FS)		6								4																				12	40			62	$15,550					$ -		$ -	$ 15,550
Sub-total	0	20	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	38	86	0	0	148	$37,680	$ -	$ -	$ -	$ -	$ -	$ 400	$ 400	$ 38,080
Total Hours	56	342	394	896	1,024	66	960	104	546	990	128	514	124	468	116	428	548	116	508	94	90	908	890	188	146	88	40	82	16	38	86	68	72	11,010									
Total Fee	$18,200	$100,890	$116,230	$174,720	$143,360	$13,200	$187,200	$30,680	$152,880	$193,050	$37,760	$82,240	$36,580	$70,200	$32,480	$64,200	$109,600	$29,000	$76,200	$28,200	$20,700	$163,440	$142,400	$55,460	$28,470	$24,640	$12,000	$20,500	$4,000	$9,500	$21,500	$8,840	$10,800		$ 2,188,120	$ 150,000	$ 70,000	$ 45,000	$ 11,000	$ 289,800	$ 4,700	$ 294,500	$ 2,544,200

Labor Rates

Billing Classification	Hourly Rate
Management	
Technical Director/Quality Manager	$ [redacted]
Project Manager	$ [redacted]
Pipeline Design Lead	$ [redacted]
Pump Station Design Lead	$ [redacted]

Technical Staff	
Technical Specialist	$ [redacted]
Discipline Lead 2	$ [redacted]
Discipline Lead 4	$ [redacted]
Discipline Lead 3	$ [redacted]
Discipline Lead 2	$ [redacted]
Discipline Lead 1	$ [redacted]
Engineer/Architect 6	$ [redacted]
Engineer/Architect 5	$ [redacted]
Engineer/Architect 4	$ [redacted]
Engineer/Architect 3	$ [redacted]
Engineer/Architect 2	$ [redacted]
Engineer/Architect 1	$ [redacted]
CAD 3 (Civil 3D, Revit)	$ [redacted]
CAD 2 (Civil 3D, Revit)	$ [redacted]
CAD 1 (Civil 3D, Revit)	$ [redacted]
Administrative and Support Staff	
Project Accountant	$ [redacted]
Project Administration	$ [redacted]

Direct Expenses	
Personal Mileage	At current IRS Rate
Other Direct Costs	At Cost
Subconsultants	Cost + 5%

Billing rates are valid for calendar years 2026 and 2027.

Fee Assumptions

Task 1 - Project Management and Coordination

1 Project study and design duration is 18 months. Construction Phase services to be scoped separately.
2 Task 1.1: Project Kick-Off Meeting will be in person, attended by PM, PS and PL Leads and the Lead Engineers for each and Electrical Engineer
3 Task 1.2: Weekly meetings for 18 months (72 meetings). Attended virtually by PM, PS and PL Leads, or their designee.
4 Task 1.4: A PMP, QMP will be provided and an internal Health and Safety Plan for our team who will be in the field.
5 Task 1.5: Monthly CM/GC, OA and Program coordination meeting will be attended virtually by the PM, PS and PL Leads, or their designee when appropriate.

Task 2 - Design

Geotechnical

1 Geotechnical Services will be subcontracted to GEI, Inc.
2 Trenchless crossings at Hwy 93, Denver Conduits 16 and 22 will be evaluated. RW an FW pipelines are individual tunnels.
3 Twenty exploratory borings including 4 borings near the proposed crossings up to 50', 14 borings along the proposed alignment up to 20' and 4 borings near the proposed pump station up to 50'. Two monitoring wells will be installed.
4 GEI will attend one design review workshop and one VE workshop
5 Dewatering design is not included. If the hydrogeology/water table is such that a dewatering plan is required, an amendment to our contract will be requested.
6 Slug testing will be performed in the temporary holes to measure the hydraulic conductivity of the soil (if conditions are favorable).
7 GEI will coordinate traffic control for seven borings.
8 GEI will obtain right-of-way permits with CDOT, Jefferson County and the City. All permit fees are waived.
9 Right-of-Entry onto private or commercial properties will be coordinated by the City of Arvada.
10 Cuttings will be spread evenly around the boring location. Hazardous or contaminated soils or groundwater will not be encountered.

Survey

1 Survey will be subcontracted to Precision Surveying
2 100-foot wide survey, 2-miles in length
3 Missing property corners will not be set and a boundary survey is not included
4 Includes coordination with Design Engineer surveyor to verify control points and benchmarks.

SUE

1 Potholes will be subcontracted to Colorado Utility Finders.
2 Pothole for SUE Class A, assume up to 50 locations, @ $900 each
3 Utility locations will be performed by HDR in-house utility locators.

Permitting. Environmental and Land Acquisition

1 Natural Resources Assessment will be subcontracted to ERO.
1a Assessment will identify if there are potential federally threatened and endangered (T&E) species habitat, other wildlife habitat, wetlands and open water, and other natural resources that might affect construction of the project.
1b USFWS consultation is not required.
2 Permitting fees are paid for by the City.
3 T&E species surveys are not required.
4 Stream or wetland mitigation is not required for this project
5 A SEO Dam Permit is required.
6 City will obtain easements with property owners. HDR to provide information needed to prepare exhibits.
7 Project takes place wholly within City of Arvada and public ROW, a 1041 is not required.
8 Right-of-Entry onto private or commercial properties will be coordinated by the City of Arvada.

Workshops

1 Siting and Basis of Design Pump Station Workshops are combined into 2 Workshops.
1a Attendees include PM and the appropriate design lead and engineer, and others as appropriate.
2 Pipeline Workshop will be attended by the PM and the appropriate design lead and engineer, and others as appropriate.
3 Two Design Review Workshops will occur at 30, 60 and 90% for the RW, FW and PS package (i.e. one combined workshop) - 3 hours each.
4 Cost and Value Engineering workshops are assumed to include both pipelines and pump station in each workshop.
5 Cost (review and GMP) and Value Engineering workshops will be attended by the PM, the Pipeline and Design Lead and the respective discipline engineers.

Design Deliverables

1 A list of specifications will be provided at 30%
2 14,000 LF of at 1:40 scale for Plan and Profiles for raw and finished water pipelines
3 Assume a potable water pipeline is available to serve the pump station to provide service water.
4 Power upgrades from Xcel will be in place by start-up of the pump station.
5 Design deliverables will be provided in .pdf format. Hard copies will not be provided.
6 It is assumed a program SharePoint site is availablex for file sharing and collaboration.
7 Minimal landscaping is required around the new pump station. If plantings are required, it will be an amendment the contract.
8 Denver Water and North Table Mountain Standards will be followed when crossing of their infrastructure.
9 Life-Cycle Costs for the pump station are not included. If the City would like a life cycle cost analysis our contract can be amended to include.
10 Early procurement packages for equipment are not included. If the City or CMGC would like to pursue this, our contract can be amended to include.
11 Design fee is based on the alignment and Preffered PS location shown in the RFP

Task 2.4 -CM/GC Solicitation and Selection Assistance

1 PM will attend one pre-bid meeting,
2 HDR will answer up to 20 questions from the RFP and prepare one addenda
3 PM or their designee will review up to five CM/GC proposals and provide comments on each proposal.
4 Coordination with the CM/GC is covered in the design tasks as part of the design hours.

Task 2.5 - PCCP Condition Assessment Approach

Existing gates can isolate to allow for inspection associated equipment.

Task 2.6 - Cost Estimating

Refer to Workshops above.

Task 2.7 - Sustainability

Includes internal project coordination and preparation, four workshops and draft and final feasibility reports.

KAY DRY, PE
PROJECT MANAGER

Aurora Water, Robertsdale Pump Station Improvements | Aurora, Colorado

Project Manager and Design Manager. HDR is designing improvements to retrofit the existing pump station, including the addition of two new vertical turbine pumps, electrical and instrumentation and control upgrades, an upsized air handling unit, and new skylights. The project involves coordination across five disciplines and multiple stakeholders and is being delivered via CMAR. The project is currently in construction and scheduled to be completed in May 2026.

General Services Administration, Denver Federal Center (DFC), Utilities Infrastructure | Lakewood, Colorado

Project Manager, Sanitary Sewer Design Lead, Hazardous Materials Coordinator. Kay led a multi-year, multi-million infrastructure modernization effort for the Denver Federal Center (DFC), overseeing the project from design inception through construction. She coordinated closely with the client, CMGC contractor, and multiple Federal agencies to deliver a comprehensive utility upgrade across the active one-square-mile campus. The project addressed operational risks tied to aging infrastructure—over 60-years old—through a GSA-initiated program that included replacing water supply and distribution systems, implementing flood protection measures, constructing a new pump station, rehabilitating and replacing the sanitary sewer system, installing storm drainage in flood-prone areas, and constructing an electrical loop closure. Kay also served as design lead for sanitary sewer improvements and as hazardous materials coordinator, authoring the DFC's Materials Handling Plan to manage contaminated soil and groundwater, which required approval from the CDPHE. Under her leadership, a feasibility study was completed and advanced the preferred alternative into design with construction funded by the American Recovery and Reinvestment Act (ARRA).

City of Omaha, Combined Sewer Overflow (CSO) Program | Omaha, Nebraska

Environmental Compliance and Hazardous Materials Management Coordinator. Over the 12 years that Kay worked on this multi-billion dollar Program, she collaborated with the City, several of their design consultants and contractors, along with regulators to successfully deliver 15 projects with a combined construction value of over $130M without violation of Federal, State or local permits or regulations. One of the more challenging projects to navigate was the demolition of a Superfund site building contaminated with dioxins and a trapped tunnel boring machine 70 feet deep next to a levee. Additionally, Kay served as the Materials Management Coordinator, collaborating with project teams and regulators to determine the proper management of contaminated soil and groundwater during construction. For example, on the Nicholas Street Sewer Extension project, she saved the City ~$500K in soil disposal costs through a thorough sampling plan and negotiation with the NDEE on management of contaminated soil. She also authored

+ *Kay is an accomplished civil engineer and project manager with more than three decades of experience expertise in managing complex water and environmental infrastructure projects. Kay is recognized for her ability to guide projects through every phase—from planning and design to construction—while ensuring compliance, safety, and performance. Kay's strength lies in coordinating multidisciplinary teams, navigating regulatory requirements, and ensuring projects are completed on time and on budget. In her leadership roles, Kay has overseen large teams and complex programs, applying a hands-on approach to risk management, resource alignment, and technical quality. She leverages innovative tools and streamlined processes to improve efficiency and enhance project outcomes.*

+ **Education**
  - Bachelors, Civil Engineering, University of Iowa

+ **Registrations**
  - Professional Engineer - Civil, Iowa, No. 14630 Colorado, No. 33618; Nebraska, No. E-13915; Wyoming, No. PE 1599

+ **Tenure**
  - 31 years

+ **Client References**
  - Chong Woo, PE, Deputy Director Planning and Engineering, Aurora Water, City of Aurora, 303.435.9154, cwoo@auroragov.org
  - Jim Theiler, Assistant Director of Public Works, City of Omaha, 402,444,5225, james.theiler@cityofomaha.org

KAY DRY, PE
PROJECT MANAGER

the Omaha CSO Materials Management Plan for design consultants and construction contractors to use as a guidebook for managing contaminated media during design and construction. This plan provided guidance for effectively managing contaminated media, facilitating safe and compliance practices during the construction phase.

CDPHE, Argo Tunnel WTF Modifications | Idaho Springs, Colorado

Project Manager. Kay directed a team of multidisciplinary engineers from inception through final design and construction phase services to retrofit the active mine water treatment facility. The project transitioned the facility from a conventional lime treatment process to a high-density sludge (HDS) system, improving operational efficiency and reducing sludge volume. Delivered using a traditional design-bid-build approach, the retrofit required integration of HDS process infrastructure within the constraints of an operating facility, demanding careful coordination of design sequencing, construction phasing, and stakeholder communication to maintain continuous treatment operations and regulatory compliance. The project met CDPHE's budget of $2.06 million and was completed under budget at $1.98 million, with the contractor's final cost coming in 4% below budget—demonstrating the efficiency of the design (2012 dollars).

Class 1 Rail Client, Various Remediation Projects | Nebraska and Wyoming

Design Manager. Kay successfully worked with project managers, design teams, technical experts, and contractors to deliver designs during construction with minimal to no change orders within the construction budget several diverse design and construction projects. Examples include a project in the Midwest that converted 140 homes from well water to municipal water supply; removal of contaminated soil from the source area and installation of an air sparging system; demolition and retrofit of a granulated activated carbon (GAC) system that had been operating for 30-years to a new, smaller system; and excavation of contaminated soil from ten homes in an active residential area, requiring detailed design and a robust confirmation sampling program in Wyoming.

112r Risk Management Plans, Multiple Water Treatment Plants | Colorado

Design Engineer. Kay led the development of Risk Management Plans in accordance with EPA's 112(r) requirements for multiple front-range water treatment plants in Colorado, including facilities operated by Loveland, Fort Collins, Aurora Water, and Highlands Ranch Water. The work focused on chlorine-related risk management, encompassing process hazard analyses, mitigation strategies, emergency response planning, and staff training. Kay coordinated closely with plant operators and municipal stakeholders to ensure alignment with federal safety standards and site-specific operational practices. These efforts supported improved chemical safety, regulatory compliance, and long-term risk reduction across several municipal water systems.

Class 1 Rail Client, Drinking Water Well Program | Western U.S.

Senior Project Manager. Kay led this multi-year, multifaceted program beginning with rapid, comprehensive assessments of drinking water infrastructure at rail facilities and municipalities served by groundwater wells. Her responsibilities included overseeing water quality testing, utility locates, permit compliance reviews, and coordination with multiple stakeholders. As the program evolved, Kay directed feasibility studies to evaluate options for transitioning groundwater well systems to public water supply, while ensuring regulatory compliance and implementing measures to bring existing wells up to comply with the Safe Drinking Water Act regulations.

MIKE GOSSETT, PE, PMP

TECHNICAL DIRECTOR & QUALITY MANAGER

Aurora Water, Eastern Utility Extensions, Zone 4 Waterline | Aurora, Colorado

Technical Advisor and QA/QC. HDR is providing water utility extensions from current service areas to supply anticipated development in northeastern areas of the city. In the initial phase, HDR performed a route analysis for the eight-mile pipeline corridor crossing an interstate highway and railroad over a 12-square-mile area and evaluated multiple conceptual alternatives to select a preferred alignment. Field surveys including utility locates, geotechnical investigations, environmental reviews and boundary surveys were conducted along with developer and property owner coordination to prepare preliminary designs and identify easement needs for acquisition by the city. Following route selection and preliminary design, HDR provided final design for the project. At the 30-percent design milestone, HDR assisted the city in selecting a construction manager/general contractor (CMGC) to provide constructability and cost advice in the final design phase as well as construct the project. HDR is also providing engineering support services during construction.

Aurora Water, Rampart Delivery System (RDS) Capacity Expansion | Aurora, Colorado

Technical Director. The project involved alternatives analysis and a preliminary design for the selected alternative to increase the capacity of the RDS from 70 MGD to 125 MGD by 2050. The project was divided into 3 phases for final design and construction. The new parallel pipe diameter is calculated to be 76-inch and the pipe material as welded steel. HDR worked with Aurora staff to coordinate demand timing, isolation valve locations and conditions, access requirements, and hydraulic modeling of temporary and permanent connections to deliver a connection plan that met both the needs of construction and kept the system in service. HDR researched existing land rights and identified new ones needed to support alternative alignments. HDR is currently performing final design of Phase 1A, which includes a new outlet works at Rampart Reservoir. HDR is coordinating with the State Engineer's Office (SEO) to permit all excavations and explorations near the existing dam. The project also requires new connections to existing concrete pressure pipe.

+ *Mike has worked in the water industry on a variety of design and construction projects. His specialization has been in pipeline and wastewater treatment plant design. Additionally, he is experienced in storage tank design, pumping station design, water treatment plant design, site engineering, contract administration, and resident inspection engineering. Mike has built a record of success in all phases of consulting engineering from condition assessment, forensic inspection, planning, preliminary design, detailed design, bid phase services and construction contract administration.*

+ **Education**
  - Bachelors, Civil Engineering, Colorado School of Mines

+ **Registrations**
  - Professional Engineer, Colorado, No. 28751; Nebraska, No. E-9366; Wyoming, No. 8818; North Dakota, No. PE-6231; Oklahoma, No. 23840; Texas, No. 105576
  - Project Management Professional, No. 1826551, Jul 2027

+ **Tenure**
  - 37 years

MIKE GOSSETT, PE

TECHNICAL DIRECTOR & QUALITY MANAGER

City of Boulder, Distribution and Transmission Line Replacement | Boulder, Colorado

Technical Advisor and QA/QC. The City of Boulder has identified treated water pipes in their system that are at the end of their useful life. HDR is designing transmission lines along two project areas to replace the aging lines.

City of Loveland, 29th Street Pump Station | Loveland, Colorado

Principal-in-Charge. HDR performed an expansion evaluation and phasing plan for the pump station to meet anticipated demand growth from housing developments. The evaluation led into the design and construction-phase services for the first phase of improvements, which included pumps, motor control center (MCC), VFDs, standby generator, and electrical provisions for the upcoming expansion and to serve the increased demands in Zone 1. The Second Phase of the expansion, which is now under construction, includes a building addition for seven new pumps, HVAC upgrades, an interconnect pressure regulating valve, and surge control measures.

City of Westminster, Pressure Zone 4 | Westminster, Colorado

Project Manager. HDR provided predesign and design services for multiple improvements to Pressure Zone 4 in Westminster's water distribution system. The primary component was an 18-inch interconnect pipeline was designed to provide a secondary source of water into Pressure Zone 4. The project included three PRV vault designs including establishing a new Pressure Zone 16, as well as replacement of deteriorated six- and eight-inch distribution pipelines. Hydraulic modeling was conducted to determine the size and location of the improvements while meeting peak hour and fire flow requirements. Water age was determined prior to the improvements and after implementation to determine if a significant change in water quality could be expected.

City of Boulder, 63rd Street Water Treatment Facility (WTF) | Boulder, Colorado

QA/QC. HDR is assisting the City of Boulder in the 63rd Street WTF Campus Electrical and High Service Pump Station (HSPS) project. By addressing aging infrastructure for the main electrical system, HSPS raw water pump station, and other facilities at the 63rd WTF, HDR is working to eliminate single points of failure in the water supply to restore a 30-year service life to the facility. HDR developed a plan to replace the pump station while allowing half of the existing HSPS to remain in service throughout construction.

Parker Water and Sanitation District, WISE Pump Station | Parker, Colorado

Principal-in-Charge. The Water Infrastructure and Supply Efficiency (WISE) program is a regional partnership that delivers new potable water supply for south metro water providers by combining unused capacities in the City of Aurora's Prairie Waters Project with unused water supplies from Denver Water. Parker's existing finished water pump station is currently able to meet demands of WISE project partners. However, during the period from 2018 to 2024, WISE member flow rates were gradually escalating to their ultimate peak allocations. HDR is providing preliminary design, final design and construction phase services for a new standalone pump station which delivers flows ranging from 0.78-MGD to 22.2-MGD to meet initial and long-term project partner demand.

JAROD LIMKE, PE, CWP

PUMP STATION LEAD

City of Loveland, 29th Street Pump Station | Loveland, Colorado

Design Manager. Initially, HDR performed an expansion evaluation and phasing plan for the pump station to meet anticipated demand growth from housing developments. The evaluation led into design and construction-phase services for the first phase of improvements which included pumps, motor control centers (MCC), variable frequency drives (VFD), standby generator, and electrical provisions for the upcoming expansion and to serve the increased demands in Zone 1. The second phase of the expansion included a building addition for seven new pumps, HVAC upgrades, an interconnect pressure regulating valve, and surge control measures.

Parker Water and Sanitation District, WISE Pump Station | Parker, Colorado

Project Manager. HDR provided design and engineering services for a new Water Infrastructure and Supply Efficiency (WISE) pump station at the Rueter-Hess Water Purification Facility in Parker, CO. The project addresses increased flow demands for WISE partners by creating a dedicated pump station that was designed around a trench style wet well and vertical turbine pumps. Plunder style flow control valves were designed to divert WISE water into the wet well. Storage and feed systems for sodium hydroxide, sodium hypochlorite, and liquid ammonium sulfate were designed to allow water quality corrections to be made to the pumped WISE water. HDR managed project coordination, hydraulic modeling, transient analysis, SCADA integration, chemical feed design, and prepared technical memoranda and reports. The HDR design team also provided services during construction including on site observation, construction management, and document control. The pump station construction was completed in September 2025.

Town of Breckenridge, Raw and Finished Water Pump Stations | Breckenridge, Colorado

Project Engineer. The team used a CMAR delivery approach for Breckenridge's new $44 million North WTP, which was completed on schedule and on budget. The North WTP provides the Town with a second source of drinking water, redundant treatment capacity, and operational flexibility, while protecting the Town's water rights. The 4.5-MGD plant includes three pump stations, a surface water intake, conventional treatment plant, miles of pipelines, and mechanical dewatering. HDR assisted the Town and the Owner's Advisor with the procurement and management of the CMAR throughout the project.

+ *Jarod brings years of industry experience with a diversified background including water and wastewater treatment equipment manufacturing, construction, operation, and water/wastewater consulting. He is chair of HDR's Pump Station Practice Group and is a licensed water operator in Colorado. Jarod's eagerness to solve complex engineering problems culminates in collaborative design, management, and construction services for pump stations, water treatment facilities, pipelines, and lift stations.*

+ **Education**
  - Bachelors, Chemical Engineering (Minor in Biology, Economics & Business), Colorado School of Mines

+ **Registrations**
  - Professional Engineer, Colorado, No. 0051505

+ **Tenure**
  - 16 years

JAROD LIMKE, PE

PUMP STATION LEAD

City of Loveland, Great Western Pump Station | Loveland, Colorado

Project Manager. The Great Western Pump Station serves as the nexus of water transfer between the Big Thompson River and the nearby reservoir. Diverted water is being stored in the reservoir and augmented back into the river at various periods of the year. The pump station allows water to be pumped from river to reservoir, and reservoir to river, using a network of automatic valves and hydraulic control structures.

Town of Minturn, Water Treatment Plant (WTP) Design | Minturn, Colorado

Project Manager. HDR was hired by the Town of Minturn to provide design and construction oversight services for a new water treatment plant and associated improvements. The improvements include a new treatment plant, surface diversion structure, transmission lines, and a booster pump station for the area adjacent to the plant site.

National Park Service (NPS), Havasupai Gardens Pump Station, Phase 3 - South Pump House Pump (SPH) Replacement | Grand Canyon National Park, Arizona

Project Engineer. The scope of this project includes the removal and replacement of Pump 3, motor, electronics, plumbing, and controls in the South Pump House (SPH), as Pump 3 has reached the end of its serviceable life. Pump 3 replacement alternatives were developed and evaluated the NPS value analysis process. Key components of the improvements included new 18-pulse variable frequency drive for the new pump, replacement of the existing de-chlorination unit, sound attenuated enclosure within the SPH for the SCADA computer and phone, a new water testing facility within the SPH, and pump discharge distribution vault to improve maintenance conditions and allow for independent operation of both the NPH and SPH pumps.

Colorado Springs Utilities, Fountain Valley Authority, Water Treatment Plant Phase 1 | Fountain, Colorado

Design Manager. Colorado Springs Utilities enlisted HDR to assist with the process of improving existing water treatment facilities. As part of this first project, HDR's role encompassed an alternatives analysis and preliminary design for a new pretreatment system, a testing and implementation program for biofiltration and ozone, and other miscellaneous improvements.

City of Loveland, 402 Wastewater Conveyance Development | Loveland, Colorado

Lift Station Design Lead. Planned communities in Loveland's Eastern service area along the HWY 402 corridor required wastewater, water, electrical, and fiberoptics services. To meet the anticipated schedule, the City selected HDR to perform preliminary and final design service for the necessary infrastructure. The project is being constructed via the CMAR delivery method.

STEVE POOL, PE

PIPELINE LEAD

Aurora Water, Rampart Delivery System Capacity Expansion | Aurora, Colorado

The project involved alternatives analysis and a preliminary design for the selected alternative to increase the capacity of the RDS from 70 MGD to 125 MGD by 2050. The general scope of the project was identification of alternatives for the RDS capacity increase, hydraulic modeling of alternatives, analysis to determine a preferred alternative, and preliminary engineering (10% design) of the preferred RDS capacity expansion alternative. HDR worked with Aurora staff to coordinate demand timing, isolation valve locations and conditions, access requirements, and hydraulic modeling of temporary and permanent connections to deliver a connection plan that met both the needs of construction and kept the system in service. HDR researched existing land rights and identified new ones needed to support alternative alignments.

City of Boulder, Distribution and Transmission Line Replacement | Boulder, Colorado

QA/QC. The City of Boulder has identified treated water pipes in their system that are at the end of their useful life. HDR is designing transmission lines along two project areas to replace the aging lines.

City of Loveland, 29th Street Pump Station | Loveland, Colorado

Project Manager. Initially, HDR performed an expansion evaluation and phasing plan for the pump station to meet anticipated demand growth from housing developments. The evaluation led into the design and construction-phase services for the first phase of improvements which included pumps, motor control center (MCC), VFDs, standby generator, and electrical provisions for the upcoming expansion and to serve the increased demands in Zone 1. The second phase of the expansion included a building addition for seven new pumps, HVAC upgrades, an interconnect pressure regulating valve, and surge control measures.

City of Westminster, Pressure Zone 4 | Westminster, Colorado

Design Manager. HDR provided predesign and design services for multiple improvements to Pressure Zone 4 in Westminster's water distribution system. The primary component was an 18-inch interconnect pipeline was designed to provide a secondary source of water into Pressure Zone 4. The project included three PRV vault designs including establishing a new Pressure Zone 16 as well as replacement of deteriorated six- and eight-inch distribution pipelines. Hydraulic modeling was conducted to determine the size and location of the improvements while meeting peak hour and fire flow requirements. Water age was determined prior to the improvements and after implementation to determine if a significant change in water quality could be expected.

+ *Steve is a civil engineer with design and construction experience with pipelines, pump stations, water treatment plants, and wastewater treatment plants. Steve has extensive experience in hydraulic evaluations and water resources engineering and has worked closely with Denver Water's Staff on the WISE Project. He has experience in contract document preparation, cost estimating, and construction observation. Steve served as the lead design engineer on the South Platte Interceptor and Effluent Pump Back project for Metro Water.*

+ **Education**
  - Bachelors, Civil Engineering, Colorado State University

+ **Registrations**
  - Professional Engineer, Colorado, No. 0044382

+ **Tenure**
  - 21 years

STEVE POOL, PE

PIPELINE LEAD

Parker Water and Sanitation District, WISE Pump Station | Parker, Colorado

Design Manager. HDR provided design and engineering services for a new Water Infrastructure and Supply Efficiency (WISE) pump station at the Rueter-Hess Water Purification Facility in Parker, CO. The project addresses increased flow demands for WISE partners by creating a dedicated pump station that was designed around a trench style wet well and vertical turbine pumps. Plunder style flow control valves were designed to divert WISE water into the wet well. Storage and feed systems for sodium hydroxide, sodium hypochlorite, and liquid ammonium sulfate were designed to allow water quality corrections to be made to the pumped WISE water. HDR managed project coordination, hydraulic modeling, transient analysis, SCADA integration, chemical feed design, and prepared technical memoranda and reports. The HDR design team also provided services during construction including on site observation, construction management, and document control. The pump station construction was completed in September 2025.

City of Loveland, Southeast Waterline Evaluation | Loveland, Colorado

Phase 1 Project Manager. HDR analyzed preliminary alignments for three-miles of 24-inch to 36-inch waterline needed to meet increasing service flow and redundancy to the developing southeast portion of the city. The pipeline is implemented into three phases over a five-year period. Over 30 alignment alternatives were identified with the initial desktop aerial analysis. The design criteria allowed the City to consider and weigh operational, permitting, maintenance, schedule, and design aspects of each alternative. HDR's decision tool provided the City with the support mechanism required to gain internal and external stakeholder approvals for the selected alignment. The City was able to select the alignment that is the best fit alternative, not just the lowest cost option.

Colorado Springs Utilities, North Monument Creek Interceptor (NMCI) | Colorado Springs, Colorado

Project Manager. HDR is providing large-diameter wastewater pipeline engineering and construction services for the NMCI project and Middle Tributary Lift Station Interceptor Connection project. The NMCI is constructing a 10-mile pipeline with five creek crossing siphons to collect wastewater flows from the northern Colorado Springs area and transport the flows for treatment to the J.D. Phillips Water Resource Recovery Facility.

ABBY DODD, PE

PROCESS ENGINEER

Parker Water and Sanitation District, WISE Pump Station | Parker, Colorado

Pump Station and Chemical Feed Design Engineer. HDR provided design and engineering services for a new WISE Pump Station at the Rueter-Hess Water Purification Facility in Parker, Colorado. The project created a dedicated pump station designed around a trench style wetwell and vertical turbine pumps. Plunder style flow control valves were designed to divert WISE water into the wetwell. Storage and feed systems for sodium hydroxide, sodium hypochlorite, and liquid ammonium sulfate allowed water quality corrections to pumped WISE water. HDR managed project coordination, hydraulic modeling, transient analysis, SCADA integration, chemical feed design, and prepared technical memoranda and reports. The HDR design team also provided services during construction including on site observation, construction management, and document control. Pump station construction was completed in September 2025.

Colorado Springs Utilities, North Monument Creek Interceptor (NMCI) | Colorado Springs, Colorado

Siphon Design and Hydraulics Engineer. HDR is providing large-diameter wastewater pipeline engineering services, final design and specifications, bid phase services, engineering and monitoring services during construction, and integration services for the NMCI project and Middle Tributary Lift Station Interceptor Connection project. The NMCI project is constructing a 10-mile pipeline to collect wastewater flows from Northern Colorado Springs, transporting it for treatment at J.D. Phillips Water Resource Recovery Facility.

City of Loveland, Great Western Pump Station | Loveland, Colorado

Pump Station Engineer. The Great Western Pump Station is the nexus of water transfer between the Big Thompson River and the City's nearby reservoir. Diverted water is being stored in a reservoir and augmented back into the river at various periods of the year. The pump station allows water to be pumped from river to reservoir, and from reservoir to river using a network of automatic valves and hydraulic control structures.

City of Loveland, 402 Lift Station and Wastewater Conveyance Development | Loveland, Colorado

Lift Station Design Engineer. Planned developments on the east side of Loveland's service area along the Highway 402 corridor require wastewater, water, electrical, and fiberoptics services. In order to meet the anticipated schedule, the City selected HDR to perform preliminary and final design services for necessary infrastructure. This project is being constructed via CMAR delivery.

+ *Abby is a water conveyance engineer with experience in both water and wastewater projects. Her program experience includes designing pump stations, lift stations, waterlines, and interceptors. Abby's technical experience includes chemical feed and storage systems, pump selection, force main/ interceptor sizing, yard piping design, and hydraulic modeling of gravity and pressurized systems. Abby has also managed cross-discipline teams on a variety of projects, provides construction services and prepared state and local level permit applications.*

+ Education

- Bachelors, Civil and Environmental Engineering, University of Wisconsin

+ Registrations

- Professional Engineer, Colorado, No. 0062330

+ Tenure

- 7 years

TRAVIS MOORE, PE, ENV SP

ELECTRICAL ENGINEER

+ Travis enjoys assisting clients with long-term facility planning and design and explaining complex electrical topics in easy-to-understand terms. Travis believes in creating simple-but-functional electrical plans and systems that address immediate needs while maintaining flexibility for future system growth and modifications. The majority of Travis' project experience is in municipal, governmental, and private industrial water and wastewater systems including leading the electrical study, planning, and design work on water, wastewater, and pump station projects for numerous top-tier agencies along the Colorado Front Range. Travis' professional background includes project and engineering discipline management, electrical design engineering, field engineering, and startup and commissioning engineering.

City of Boulder, 63rd St WTF Pump Station Design | Boulder, Colorado

Senior Electrical Engineer. The 63rd WTF was constructed in 1969 and much of the equipment had reached the end of its useful life and needed replacement. A multi-disciplinary evaluation was completed of the HSPS, raw water pump station, and campus-wide electrical equipment. Through a series of collaborative workshops, alternatives were evaluated based on a best-value process to make use of existing infrastructure, provide greater operational flexibility, and improve reliability and access for routine O&M activities. Travis served as the Senior Electrical Engineer on this project, leading modifications to medium-voltage switchgear; site power distribution; removal and replacement of obsolete motor control centers and electrical equipment; installation of full-plant standby generation; integration of site-based solar power systems with the new standby generation system; replacement of all high-service pumps with new VFD-driven pump while maintaining continuous facility operation; and ancillary electrical improvements.

Freeport-McMoRan Sierrita, FMI-Sierrita 3rd Stage Tailings Booster | Arizona

Electrical Design Manager. HDR provided detailed engineering on a new pump station using four 2500HP VFD-driven pumps to discharge tailings material to the existing booster station or to a single point discharge on the dam. Design includes two-miles of 54-inch HDPE launder line with requisite berm grading design and bridge crossing structures. The pumps feed into a large slurry booster station complete with mechanical, structural, electrical, and I&C design. Additional substation and transmission line design included supply power to a new booster station. HDR designed the control system using Allen-Bradley Control Logix PLC and Remote IOs with Ethernet/IP as communication protocol.

National Park Service (NPS), Havasupai Gardens Pump Station | Grand Canyon National Park, Arizona

Senior Electrical Engineer. Travis provided electrical engineering design support for electrical and SCADA systems associated with replacing existing high-pressure pumps No. 1 and No. 2 in the North Pump House, as these pumps are beyond their service life and have had long periods of being inoperable. Phase 1 improvements enabled the NPS to be electrically isolated so building interior electrical system replacement could be

+ Education

- Masters, Electrical Engineering, Colorado School of Mines
- Bachelors, Electrical Engineering, Colorado School of Mines

+ Registrations

- Professional Engineer, Colorado, No. 0038135; Wyoming, No. 10285; Montana, No. 17173; Utah, No. 6164962-2202; Oklahoma, No. 24740: Arizona, No. 58037; New Mexico, No. 22537
- Professional Engineer - Electrical, Colorado, No. PE.38135

+ Tenure

- 27 years

TRAVIS MOORE, PE, ENV SP

ELECTRICAL ENGINEER

performed. Instrumentation and control designs were developed for the new pumps and associated flow meters and pressure gauges. The project scope also included upgrades to the SCADA and radio communications systems. Travis supported the NPS and project team from PD through CD, and Title III construction phase services.

City of Boulder, Betasso Water Treatment Plant Assessment, Design, and Construction | Boulder, Colorado

Senior Electrical Engineer. Travis assessed the existing electrical distribution systems and developed and implemented the strategy for improvements to enhance reliability, effectiveness of standby power systems, and integration of power from the adjacent hydropower and solar generation facilities. The project included new full-site standby power, modification of the site medium voltage distribution system, installation of new main-tie-main switchgear, significant upgrades to the existing low-voltage power distribution system, and close coordination with Xcel Energy.

City of Westminster, Semper High-Service Pump Station (HSPS) Repair and Rehabilitation (R&R) | Westminster, Colorado

Senior Electrical Engineer. This project includes removal, replacement, and upgrades of electrical and control system equipment at three operating water facilities, one of which pumps the vast majority of the City's treated water. Travis developed concepts in collaboration with plant staff for elimination of 2400V equipment and improvement of overall system reliability and operation and maintenance flexibility. The project includes new 600HP VFD-driven high-service pumps, main-tie-main switchgear, motor control center modifications, service transformers, and full-facility standby generation systems. The electrical and control systems designs were closely coordinated to allow constructability and include provisions for control system equipment that is being replaced by the City in-house. The electrical and control system designs are arranged to allow construction with few or no process shutdowns at the three project sites

National Park Service, Trans-Canyon Waterline (TCWL) Replacement and Potable Water Systems Improvements, Grand Canyon National Park, Arizona

Senior Electrical Engineer. Travis supervised the overall electrical designs and is the electrical engineer of record for the helibase and both South Rim and Phantom Ranch Water Treatment Plants (WTP) in the TCWL project. The electrical design included energy analyses, plant electrical distribution systems, emergency power provided by backup generators, lighting, control systems, and all design documents, including single-line drawings, building plans, and project specifications. An unusual design element is a standby generator that can be disassembled for transportation to the Phantom Ranch site via helicopter. Travis also supported the medium-voltage distribution system design within the Inner-canyon between Havasupai Gardens and across the Colorado River to Phantom Ranch. Travis coordinated with Arizona Public Service (APS) during design as the electric utility is taking over maintenance of the medium voltage distribution systems following construction. The medium-voltage system was a key element of the project scope in the design that needed approvals from APS throughout the DD/CD submittal phase. Travis led design review workshops with APS and resolved engineering challenges unique to the austere canyon environment.

RON MANSKE, PE, SE

STRUCTURAL ENGINEER

+ Ron has managed and participated in all aspects of structural engineering projects including fee setting, scheduling, staffing, client interface, engineering, and construction administration. Projects have included environmental, government, institutional, and municipal sectors totaling over $250M in construction. As a senior structural engineer at HDR, Ron is the lead structural engineer on water/wastewater and infrastructure projects. Ronald has also served on internal committee to continually improve technical standards and resources, and developed technical standards, typical details, and design guidelines

Aurora Water, Eastern Utility Extensions, Zone 4 Waterline | Aurora, Colorado

Structural Engineer of Record. HDR is providing water utility extensions from current service areas to supply anticipated development in northeastern areas of the city. In the initial phase, HDR performed a route analysis for the eight-mile pipeline corridor crossing an interstate highway and railroad over a 12-square-mile area and evaluated multiple conceptual alternatives to select a preferred alignment. Field surveys including utility locates, geotechnical investigations, environmental reviews, and boundary surveys were conducted along with developer and property owner coordination to prepare preliminary designs and identify easement needs for acquisition by the city. Following route selection and preliminary design, HDR provided final design for the project. At the 30-percent design milestone, HDR assisted the city in selecting a CMGC to provide constructability and cost advice in the final design phase as well as construct the project. HDR is also providing engineering support services during construction.

Parker Water and Sanitation District, WISE Pump Station | Parker, Colorado

Lead Structural Engineer. HDR provided design and engineering services for a new WISE pump station. The project addresses increased flow demands for WISE partners by creating a dedicated pump station that was designed around a trench style wet well and vertical turbine pumps. Plunder style flow control valves were designed to divert WISE water into the wet well. Storage and feed systems for sodium hydroxide, sodium hypochlorite, and liquid ammonium sulfate were designed to allow water quality corrections to be made to the pumped WISE water. HDR managed project coordination, hydraulic modeling, transient analysis, SCADA integration, chemical feed design, and prepared technical memoranda and reports. The HDR design team also provided services during construction. The pump station construction was completed in September 2025.

Town of Breckenridge, Raw and Finished Water Pump Stations | Breckenridge, Colorado

Lead Structural Engineer. The team used a CMAR delivery approach for Breckenridge's new $44 million North WTP, which was completed on schedule and on budget. The North WTP provides the Town with a second source of drinking water, redundant treatment capacity, and operational flexibility, while protecting the Town's water rights. The 4.5-MGD plant includes three pump stations, a surface water intake, conventional treatment plant, miles of pipelines, and mechanical dewatering. HDR assisted the Town and the Owner's Advisor with the procurement and management of the CMAR throughout the project. Ron led and participated in all aspects of structural design, selection of building systems, and constructability reviews.

+ Education

- Masters, Structural Engineering, Colorado State University
- Bachelors, Civil Engineering, University of Wisconsin, Platteville

+ Registrations

- Professional Engineer, Colorado, No. 000038655; California, No. 64964; Wyoming, No. 13922; Texas, No. 93353
- Professional Engineer - Structural, Alabama, No. 53654, California, No. 6154; Arizona, No 71523; Idaho, No 21207

+ Tenure

- 28 years

RICHARD MCKINLEY, RA

ARCHITECTURE

Parker Water and Sanitation District, WISE Pump Station | Parker, Colorado

Lead Architect. HDR provided design and engineering services for a new WISE Pump Station at the Rueter-Hess Water Purification Facility. The project addresses increased flow demands for WISE partners by creating a dedicated pump station that was designed around a trench style wetwell and vertical turbine pumps. Plunder style flow control valves were designed to divert WISE water into the wetwell. Storage and feed systems for sodium hydroxide, sodium hypochlorite, and liquid ammonium sulfate were designed to allow water quality corrections to be made to the pumped WISE water. HDR managed project coordination, hydraulic modeling, transient analysis, SCADA integration, chemical feed design, and prepared technical memoranda and reports. The HDR design team also provided services during construction including on site observation, construction management, and document control. Pump station construction was completed in September 2025.

City of Loveland, 29th Street Pump Station | Loveland, Colorado

Lead Architect. HDR performed an expansion evaluation and phasing plan for the pump station to meet anticipated growth from housing developments. The evaluation led into design and construction-phase services for the first phase of improvements, which included pumps, MCCs, VFDs, standby generator, and electrical provisions for the upcoming expansion. The second phase has reached the 90% design milestone, and includes a building addition for seven new pumps, HVAC upgrades, an interconnect pressure regulating valve, and surge control measures.

Johnson County Wastewater, Tomahawk Creek Wastewater Treatment Facility Improvements | Johnson County, Kansas

Lead Architect. HDR provided preliminary design, final design, permitting, and bid phase services for $230M in modifications and improvements to the 19-MGD Tomahawk Creek Wastewater Treatment Facility. Richard was lead architect for the process and administrative buildings.

City of Grand Island, Wastewater Treatment Plant Laboratory, Operations Control Center, and Administration Building Renovation | Grand Island, Nebraska

Lead Architect. The wastewater treatment plant's laboratory operations control center building was expanded and upgraded to perform the following: upgrade the electrical, mechanical, and instrumentation and controls at the facility; support current and future lab needs; isolate lab HVAC; create a more efficient use of space; accommodate needs of operations staff; add space for future staff; and add training space.

+ *Richard is a studio lead with experience in collaborative design development on a broad spectrum of project types and scales. His experience includes projects for municipal operations and administration, educational facilities, state, and National Park clients. These projects range in size from small to expansive.*

He has 33 years of experience in municipal, commercial, residential, historic renovation, and industrial architecture. This experience brings a diverse wealth of knowledge of building assemblies, sustainability, and responsible design through expertise in specification preparation, code analysis, construction documentation, construction observation, and project management.

+ **Education**
  - Bachelors, Architecture, University of Nebraska, Lincoln
+ **Registrations**
  - Registered Architect, Colorado: 00406738
+ **Tenure**
  - 33 years

RACHEL KEATLEY, PE

PIPELINES ENGINEER

+ Rachel is a conveyance engineer with experience in pipeline routing, alternatives analysis, permitting, and agency coordination. Due to her previous land development role on projects ranging from 1-20 acres, her background also includes skills in site layout, drainage analysis, utility capacity reports, hydraulic modeling, grading, and ADA compliance. Rachel is able to both perform the engineering analysis as well as draft and coordinate construction deliverables all while drawing on her expertise in stakeholder coordination, construction phase services, and various entitlement processes.

Aurora Water, Eastern Utility Extensions, Zone 4 Waterline | Aurora, Colorado

Project Engineer. HDR is providing water utility extensions from current service areas to supply anticipated development in northeastern areas of the city. In the initial phase, HDR performed a route analysis for the eight-mile pipeline corridor crossing an interstate highway and railroad over a 12-square-mile area and evaluated multiple conceptual alternatives to select a preferred alignment. Field surveys including utility locates, geotechnical investigations, environmental reviews, and boundary surveys were conducted along with developer and property owner coordination to prepare preliminary designs and identify easement needs for acquisition by the city. Following route selection and preliminary design, HDR provided final design for the project. At the 30-percent design milestone, HDR assisted the city in selecting a CMGC to provide constructability and cost advice in the final design phase as well as construct the project. HDR is also providing engineering support services during construction.

Parker Water and Sanitation District, WISE Pump Station | Parker, Colorado

Civil Engineer. HDR provided design and engineering services for a new WISE Pump Station at the Rueter-Hess Water Purification Facility. The project addresses increased flow demands for WISE partners by creating a dedicated pump station that was designed around a trench style wetwell and vertical turbine pumps. Plunder style flow control valves were designed to divert WISE water into the wetwell. Storage and feed systems for sodium hydroxide, sodium hypochlorite, and liquid ammonium sulfate were designed to allow water quality corrections to be made to the pumped WISE water. HDR managed project coordination, hydraulic modeling, transient analysis, SCADA integration, chemical feed design, and prepared technical memoranda and reports. The HDR design team also provided services during construction including on site observation, construction management, and document control. Pump station construction was completed in September 2025. Rachel provided site design, erosion control, and drainage analysis for proposed pump station site.

Northern Water, Northern Integrated Supply System (NISP) Conveyance System | Larimer and Weld County, Colorado

Project Engineer. NISP is supplying 15 Northern Front Range water providers with 40,000-acre-feet of new, reliable water supplies. HDR provided engineering services for preliminary design, final design, and permitting support for the conveyance components of this project. Rachel coordinated easement acquisition, produced drawings and calculations for preliminary and final design, and responded to client requests additional coordination.

+ Education

- Bachelors, Mechanical Engineering, Colorado School of Mines

+ Registrations

- Professional Engineer, Colorado: No. 0060527

+ Tenure

- 7 years

TODD SCHARRA, PE SUE

+ Todd is a project manager with 18 years of civil project design and delivery experience. He currently leads Colorado's Utility Investigation and Coordination Program. He stays up to date with Colorado state statutes, ASCE guidelines and federal law with regards to utility relocations and reimbursements. In addition to guiding projects involving complex utility coordination, Todd's prior experience includes delivering and managing major design projects utilizing innovative construction staging, project design, and 3D modeling. Todd leverages this experience to make thoughtful design recommendations to mitigate potential utility impacts.

City of Aurora, Prologis Lift Station | Aurora, Colorado

Project Manager. The original purpose of this project was to determine how a critical transmission gas pipeline could be safely located beneath the active Prologis Sanitary Lift Station. Todd's team developed outside-the-box strategies to successfully find the pipeline and determine the depth at which it was bored under the lift station. HDR then provided design and construction management services for a segment of the First Creek Sanitary Interceptor passing over the gas pipeline and allowing for the eventual decommissioning of the aging lift station. Todd served as project manager and worked with Aurora Water management to complete area SUE investigation, pipeline exploration, development of design plans, bid packaging, and assisting with construction oversight during the installation of the sanitary interceptor pipe.

City of Littleton, Santa Fe and Mineral Intersection | Littleton, Colorado

Utility Relocation Lead. HDR has been working with the City of Littleton to design a full reconstruction of the congested Santa Fe and Mineral Avenue intersection. This reconstruction reroutes traffic through a quadrant road to reduce left turning conflicts. Todd oversaw the SUE investigation for this project and developed an innovative strategy to relocate conflicting utilities out of state ROW and into a new City Street system being constructed by an adjacent developer. Todd coordinated relocation agreements with four major utilities and achieved project utility clearance from CDOT and provided survey staking and construction oversight during the installation of those relocations. Todd is continuing to provide utility support services during project construction.

City of Aurora, I-70 Picadilly Interchange | Aurora, Colorado

SUE Investigation Lead. In preparation for design-build construction of a greenfield interchange at I-70, Todd completed utility research and led the SUE investigation for the extremely congested Picadilly utility corridor. He provided oversight and supported what ultimately became 18 miles of Quality Level B investigation. He coordinated traffic control, executed access agreements, and conducted field meetings with affected utilities. This thorough utility investigation led to the vacuum excavation of multiple long-buried utility structures, avoiding major delays during construction.

+ Education

- Bachelors, Civil Engineering, Michigan State University (MSU)

+ Registrations

- Professional Engineer, Colorado, No. PE.0052936; Illinois, No. 062.068359

+ Tenure

- 18 years

ADDISON SMITH, PE, CP-4

CORROSION ENGINEER

+ Addison is a registered professional engineer with experience in corrosion/cathodic protection and mechanical engineering and design experience. He has corrosion experience with underground and above ground storage tanks, pipelines, refineries, and water treatment plants, from field survey to design and construction oversight. Addison has conducted specialized testing for stray current corrosion, electrical ground tests, and bridge continuity testing. He has experience with coating tests; holiday testing, adhesion testing, and coating thickness. He has mechanical engineering experience in HVAC, plumbing, and piping design. His software knowledge includes drafting in Microstation CAD for architectural, civil, mechanical, mapping, and electrical plans.

Aurora Water, 3rd Parallel Raw Water Pipeline | Aurora, Colorado

The Rampart Delivery System (RDS) conveys raw water from the Rampart Reservoir to Aurora's water purification facilities. HDR designed the pipeline, improvements to the Rampart Reservoir Outlet Works, and modification to the RDS intertie with Denver Water. HDR also provided data collection, alternatives analysis for project components, and an update of the RDS hydraulic model.

City of Boulder, Distribution and Transmission Line Replacement | Boulder, Colorado

The City of Boulder has identified treated water pipes in their system that are at the end of their useful life. HDR is designing transmission lines along two project areas to replace the aging lines.

Parker Water and Sanitation District, WISE Pump Station | Parker, Colorado

HDR provided design and engineering services for a new Water Infrastructure and Supply Efficiency (WISE) pump station at the Rueter-Hess Water Purification Facility in Parker, CO. The project addresses increased flow demands for WISE partners by creating a dedicated pump station that was designed around a trench style wet well and vertical turbine pumps. Plunder style flow control valves were designed to divert WISE water into the wet well. Storage and feed systems for sodium hydroxide, sodium hypochlorite, and liquid ammonium sulfate were designed to allow water quality corrections to be made to the pumped WISE water. HDR managed project coordination, hydraulic modeling, transient analysis, SCADA integration, chemical feed design, and prepared technical memoranda and reports. The HDR design team also provided services during construction including on site observation, construction management, and document control. The pump station construction was completed in September 2025.

Denver Water, Conduit 16 | Denver, Colorado

A new finished water pipeline to convey potable water from the Northern Treatment Plant (NTP) to its existing Marston-finished water tanks for distribution. The new pipeline is welded steel designed for the full hydrostatic head of Ralston Reservoir with a maximum pressure of 275 psi. While the majority of the pipeline was installed via open cut, tunneled crossings were required at I-70, BNSF Railroad, and SH 58. Clear Creek was crossed using open cut methods. HDR conducted landowner kitchen-table meetings with more than 100 property owners because of the large Denver Water right-of-way easement. HDR worked on the replacement of Conduit 16, which was an existing pipe nearing the end of its useful life. Addison designed cathodic protection for 8.5-miles of, 84-inch diameter steel water pipeline that delivers treated water from the NSRWTP to the Moffat WTP Site.

+ Education

- Bachelors, Mechanical Engineering (BSME), University of New Orleans

+ Registrations

- Professional Engineer, Colorado, No. 0042228; Louisiana, No. 47204; Wisconsin, No. 102529
- AMPP – Cathodic Protection Specialist, No. 72226; Coating Inspector Level 1, No. 104591
- NASSCO Pipeline Assessment and Certification, No. P0047456-042024

+ Tenure

- 39 years

JERRY SNEAD, PE

CONDITION ASSESSMENT

+ Jerry has experience in civil engineering design and project management. He has worked on water and wastewater conveyance, water supply and drainage projects in Texas, Alabama, and Louisiana and has construction observation experience for large diameter pipelines, tunnels and municipal wells. He is familiar with multiple pipe materials, large and small diameter systems, alignment studies and route evaluations. His professional interests include pipeline design, modeling, hydrology and hydraulics, and water resources projects.

Aurora Water, Eastern Utility Extension, Zone 4 Waterline | Aurora, Colorado

QC. HDR is providing water utility extensions from current service areas to supply anticipated development. In the initial phase, HDR performed a route analysis for the eight-mile pipeline corridor crossing an interstate highway and railroad over a 12-square-mile area and evaluated multiple conceptual alternatives to select a preferred alignment. Field surveys including utility locates, geotechnical investigations, environmental reviews and boundary surveys were conducted along with developer and property owner coordination to prepare preliminary designs and identify easement needs for acquisition by the city. Following route selection and preliminary design, HDR provided final design for the project. At the 30-percent design milestone, HDR assisted the city in selecting a CMGC to provide constructability and cost advice in the final design phase as well as construct the project. HDR is also providing engineering support services during construction.

City of Tyler Texas, Pipeline Condition Assessment | Tyler, Texas

HDR provided engineering services for a condition assessment of the raw water pipelines. The first pipeline constructed in the 1940s is eight-miles-long and consists of diameter sizes 27 and 30-inch. The second pipeline constructed in 1964 is also eight-miles-long and consists of diameter sizes 36 and 42-inch. Both pipelines transition from pressure to gravity via standpipes located roughly six miles downstream of the intake pump station. The assessment includes a desktop assessment and planning, data collection and survey, and engineering analysis to identify recommendations for extending the service life of the existing raw water pipelines and/or replacement of identified areas that have been deemed to no longer have a useful service life.

City of Corpus Christi, Mary Rhodes Pipeline Condition Assessment | Corpus Christi, Texas

HDR led a team in performing a raw water condition assessment. Tasks included a desktop assessment of historic pipeline failures, review of pipeline drawings and details, discussions with operations and engineering staff, a field visit to drive and walk areas of concern, development of a technical memorandum to document the assessment and recommend next steps, and participation in a workshop to discuss findings with staff. The team performed indirect assessments of the pipeline including over the line surveys, aerial drone imagery, bathymetric survey of creek/river crossings, soil sampling and analysis, limited pipe excavation, pressure monitoring, internal condition assessment using acoustic leak detection and development of a report with assessment findings and recommendations.

+ Education

- Masters, Civil Engineering, University of Texas, San Antonio
- Bachelors, Civil Engineering, University of Texas, San Antonio

+ Registrations

- Professional Engineer, Texas, No. 90305

+ Tenure

- 15 years

KOREY KADRMAS, PE, PMP

STATE ENGINEERING/DAM COORDINATION

+ Korey experience on over 200 projects providing dam engineering for planning, inspection, analyses, design, permitting, contracting, and construction of various types of dam and hydraulic structure projects. His technical expertise is broad including hydrologic, hydraulic, geotechnical, structural, hydromechanical, civil design, inspections, asset management, construction oversight and management, project management, and business development and management.

City of Salina, Salina Smoky Hill River Urban | Salina, Kansas

Project Manager. This project reimagined a 6.8-mile-long corridor of the historic Smoky Hill River channel in Salina. Due to significant flooding events, the Corps of Engineers created a new bypass channel around the city in the 1960s and built a flood control levee. The historic river channel through the community was cut off, impacting water quality and wildlife habitat. HDR was hired to bring the historic channel back to life, restore a base flow through the channel, and design community amenities as part of this $100 million project.

Goshen Irrigation District, CMAR Design of Replacement of the Fort Laramie Canal Tunnels | Fort Laramie, Wyoming

Civil Design Engineer. Korey is assisting in the preliminary (60%) civil engineering design of replacement tunnels for Tunnel 1 and Tunnel 2 on the Fort Laramie Canal, as the long-term repair solution for the Goshen Irritation District. The design of the new tunnels includes evaluation of the hydrology and hydraulics of the system to set the basis design, completion of a site investigation plan including site drilling and geophysical surveys, and structural analysis for the replacement tunnel design. He is also assisting the Irrigation District to identify and secure potential funding sources for the permanent repairs.

LaPrele Irrigation District, Dam Rehabilitation Final Design and CMAR Coordination | Douglas, Wyoming

Civil Design Engineer. Korey was a member of the civil and structural engineering team for design components of this dam replacement project for the LaPrele Dam. He is supporting the team of numerical analysts for the development of multiple finite element models using LS-DYNA. Analysis included various static, hydrodynamic, seismic, and thermal load considerations. Earthquake time-history analysis is performed using the direct seismic input method to apply earthquake ground motions across the foundation boundary. Korey continues to support integrated design development and preconstruction.

Colorado Dam Safety Branch | Colorado*

Dam Safety Engineer for over 75 dams in CO Division 5, Design Review Engineer for over 30 projects including Gross Dam, Chimney Hollow Dam, Adobe Creek, and Sylvan Lake Dam, Comprehensive Dam Safety Evaluations (i.e., PFMAs) on over 10 High Hazard Dams, Assisted with updating and development of new rule guidance documents and rule implementation, support revision of new EAPs and EOPs for about 50 dams, participated in EAP tabletops, technical training for dam owner workshops and field training.

*Experience prior to HDR

+ Education

- Masters, Civil and Environmental Engineering, University of Colorado
- Bachelors, Civil Engineering, University of Colorado

+ Registrations

- Professional Engineer, Colorado, No. PE.0038461

+ Tenure

- 29 years

CHRISTINE AUDO, PE

INSTRUMENTATION AND CONTROLS

+ Christine has 14 years of experience in designing instrumentation and controls for water and wastewater projects in Colorado and throughout North America with proven performance in engineering design, instrumentation and controls, research and development, data analysis, modeling, and report writing. Her specific expertise is in conveyance, power generation, pumps stations, water treatment, and wastewater treatment instrumentation and controls. She has worked on multiple pumps stations that require unique retrofits for integration and replacement I&C and telemetry equipment. Christine is experienced in PLC/HMI control systems and has a drive to deliver projects with complete customer satisfaction.

City of Westminster, Semper High-Service Pump Station (HSPS) Repair and Rehabilitation (RLFR) | Westminster, Colorado

Instrumentation and Controls Engineer, PLC Programmer. The HSPS pumps finished water from the Semper WTP into the distribution system with a series of 400hp and 600hp pumps. HDR developed a plan for upgrading the electrical system to reduce single points of failure, provide additional standby power, and enhance operational and maintenance flexibility. The design replaces the majority of electrical equipment while maintaining ongoing pump station operation. The upgrade concept re-purposed an existing room in the HSPS to contain new electrical equipment, avoiding a costly expansion to the building. The electrical and control system designs allowed construction with few process shutdowns at the project site.

City of Mercer Island, SCADA Master Plan and Telemetry System Replacement for Sewer Sites | Mercer Island, Washington

Design I&C Engineer. The City of Mercer Island is completing a supervisory control and data acquisition (SCADA) and telemetry systems replacement project that addresses near-term risk from aging automation infrastructure and obsolete technology. Scope includes developing design documents for the replacement Sewer SCADA system based on existing as-found conditions for 17 sewer pump station sites. This includes specifications and panel design drawings to facilitate the remote panel replacements. Detailed control panel layout drawings and communication block diagrams will be produced, along with drawings for PLC I/O card drawings and bill of materials.

City of Loveland, Railroad Lift Station | Loveland, Colorado

Instrumentation and Controls Engineer. HDR is engaged in the design of the McDonough Lift Station for the City of Loveland, addressing the need for a lift station and force main to manage flow from upcoming developments. The project involves three phases: preliminary design, final design, and construction. HDR's role includes project management, field investigations, and environmental assessments. Innovative methodologies are being applied for effective design and compliance with regulatory requirements.

Town of Breckenridge, Raw and Finished Water Pup Stations | Breckenridge, Colorado

Instrumentation and Controls Engineer. This 4.5-MGD plant includes three pump stations, a surface water intake, conventional treatment plant, miles of pipelines, and mechanical dewatering. HDR assisted the Town and the Owner's Advisor with the procurement and management of the CMAR throughout the project.

+ Education

- Bachelor of Science, Chemical Engineering, University of Colorado, Boulder

+ Registrations

- Professional Engineer, Colorado, No. PE.0056721

+ Tenure

- 14 years

WAVERLY KLAW, AICP, ENV SP

ENVISION COORDINATOR

+ Waverly has significant experience in Colorado sustainability and sustainability and resiliency planning. She has worked with local governments to develop long-term community recovery plans after severe floods and wildfires, developed best practice guidance for addressing risks to hazards through land use development regulations, and supported vulnerability assessments and resiliency frameworks from the site-specific to state-level. She supports a range of sustainability strategies for clients relating to water conservation and efficiency, building decarbonization, circular economy, and nature-based solutions.

City of Fort Collins, GWS Action Plan | Fort Collins, Colorado

Project Manager; Facilitator. HDR is supporting the City of Fort Collins in making progress towards the water conservation and land use integration strategies identified during their participation in the 2024 Growing Water Smart workshop. This includes providing meeting facilitation, progress tracking, and grant writing support

City of Fort Collins, Nature-Based Solutions Master Plan | Fort Collins, Colorado

Project Manager. HDR is developing a Nature Based Solutions Master Plan for the City, and through that plan update their land use codes and stormwater manual.

City of Moscow, Palouse Basin Alternate Water Supply | Moscow, Idaho

HDR is assessing timing and quantity of water demands, assessing water availability in the Clearwater River, evaluating water rights-related constraints/requirements, and identifying viable points of diversion for consideration in subsequent tasks for the City of Moscow, in cooperation with the Palouse Basin Aquifer Committee (PBAC). The City has identified a surface water diversion from the Clearwater River as a high-potential future water supply option. This is based on previous planning efforts conducted by PBAC that explored multiple long-range future supply alternatives, and a preliminary examination of a Clearwater River option in 2019. The City is building upon those prior efforts and conducting a more in-depth evaluation of this option's feasibility.

Confidential Client, Final Design | United States

Task Lead for Risk and Resilience Review, including a Hazard and Vulnerability Assessment and Multi-Hazard Risk Evaluation. HDR is providing master planning and engineering design for confidential greenfield development of a 4,500-acre site to include the build out of three unique facilities: an inter-modal facility, a logistics park, and a logistics center. The facility design includes a future-proofing focus with significant design flexibility to maximize automation benefits, self-driving cars/trucks, sustainable development, and emerging technologies.

The Sonoran Institute, Growing Water Smart Program Assistance | Tucson, Arizona

Project Manager. Waverly was the Director of Sonoran Institute's Growing Water Smart program, during which she trained and facilitated local government teams in CO, AZ, CA, and the US/MX border on addressing water challenges through land use plans and policies and then provided sub-grants for project implementation. She continues to support the program at HDR by participation in key meetings, delivering presentations, facilitating workshops, and assisting in project development.

+ Education

- Masters, Urban & Regional Planning, University of Colorado, Denver
- Bachelors, Sociology, Syracuse University

+ Registrations

- AICP - American Institute of Certified Planners, CO, No. 030802
- Envision Sustainability Professional, No. 64979

+ Tenure

- 21 years

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS

Christopher P. Juliana, PLS
Precision Survey & Mapping, Inc.
9025 E. Kenyon Ave., Suite 150
Denver, CO 80237
Colorado PLS No. 31158

Professional Experience

Precision Survey & Mapping, Inc.
July 1997 to Present

Principal, Professional Land Surveyor

Mr. Juliana is the founder and Principal of Precision Survey & Mapping, Inc. He has a wide breadth of experience covering many types of land surveying projects. His responsibilities include oversight and management of all surveying efforts at PSM. He is experienced in the determination of boundary lines, the preparation of GPS control networks, property descriptions for the acquisition of real property and easements, ground control for aerial photogrammetry projects, ground surveys in support of civil engineering design projects including field cross-sections, utility and improvement locations. He is responsible for developing, training and implementing standards and processes for PSM's LiDAR Surveying Methodology.

Responsibilities

- Responsible for Business Development
- Estimating and Bidding of Projects
- Quality Assurance/Quality Control
- Project Oversight and Project Management

Work History

- 10 years with other firms

Education

- Mercer County Community College, Trenton, New Jersey
  A.A.S., Concentration in Civil Engineering/Surveying

Qualifications

- Registered Professional Land Surveyor, State of Colorado-PLS No. 31158
- 31 years of experience in the Land Surveying Profession.

Professional Affiliations

- Member Professional Land Surveyors of Colorado-Central Chapter
- Member National Society of Professional Surveyors

Additional Proficiencies

- Proficient with Mobile/UAV LiDAR Data Collection and Post Processing

Commercial Drone Pilot

- FAA Part 107 Drone Pilot Certification

Sarah Myers
Project Professional

resume

Mrs. Myers is a geotechnical engineer and has progressive experience in tunneling and geotechnical engineering projects. She has worked on numerous projects with an assortment of responsibilities for private and public owners. Mrs. Myers has also co-authored and presented several technical conference and journal papers.

LOCATION
GEI Consultants Golden, CO Office

EDUCATION
M.S., Civil Engineering, University of Missouri, 2014
B.S., Civil Engineering, University of Missouri, 2010

EXPERIENCE IN THE INDUSTRY
13 years

TRAINING AND CERTIFICATIONS
Engineer in Training CO No. 0069199
OSHA Confined Space Entry
OSHA Fall Protection
OSHA 10-Hour Construction Industry
First Aid/CPR/AED
MSHA 24 Hour New Miner

PROFESSIONAL AFFILIATIONS
ADSC - The International Association of Foundations
ASCE - American Society of Civil Engineers
AWWA – American Water Works Association
DFI - Deep Foundations Institute
NASTT - North American Society for Trenchless Technology
RMWEA - Rocky Mountain Water Environment Association
SWE - Society of Women Engineers
WEF - Water Environment Federation

PREVIOUS PROJECT EXPERIENCE

Regional Pond to Cherry Creek Pump Station Parallel Pipeline, Parker, CO

Project Manager for PWSD to provide geotechnical and trenchless design services. Conducted a subsurface investigation along the alignment, at the well house and pump station. Produced the geotechnical data report, geotechnical baseline report, EOPCC, specifications and drawings. Two trenchless crossings.

Cherry Creek Interceptor, Parker, CO

The Cherry Creek Interceptor was a wastewater gravity pipeline to convey wastewater flows from the existing SWRF to the existing NWRF for PWSD. Mrs. Myers provided construction services which included reviewing contractor tunneling submittals, geotechnical assistance during change orders and provided construction oversight for the trenchless crossings.

Xcel Energy F-972 Project, Parker, CO

Project Manager for a HDD underneath Parker Road. Mrs. Myers conducted the subsurface investigation including geotechnical drilling and lab testing. She also produced the geotechnical data report.

Reata Well House and Regional Well House, Parker, CO

Project Manager for PWSD to provide design-build services for modifications to the Reata Well House and Regional Well House. Mrs. Myers coordinated the field and laboratory investigations and produced the geotechnical engineering report. Currently working on HDD design.

Rueter Hess Well House Modifications, Parker, CO

Project Manager for PWSD selected design-build services. Mrs. Myers coordinated the field and laboratory investigations and produced the geotechnical engineering report. Provided as needed construction oversight regarding the subgrade for the foundations.

Clarke Farms Well House Sanitary Sewer Pipeline, Parker, CO

Project Engineer for the PWSD project. Mrs. Myers coordinated the field and laboratory investigations and produced the geotechnical design memorandum. Also provided subgrade inspection during construction.

Ridgegate Relocation Project, Parker, CO

Project Manager. The proposed alignment was installed by conventional "cut and cover" and horizontal directional drilling underneath the RTD ROW. Mrs. Myers coordinated the geotechnical field and laboratory investigation. She also produced the geotechnical investigation report that contained data collected during our subsurface investigation, geotechnical design recommendations, and construction considerations in support of the project.

GEI Consultants

Clint R. Henke

BIOLOGIST | PRINCIPAL

ERO Resources Corporation

KEY STRENGTHS

- Project Management
- CWA Section 404 Permitting
- ESA Compliance
- Wildlife Biology

EDUCATION

1996 | B.S. Biology | Fort Lewis College

2006 | M.S. Environmental Sciences | University of Colorado-Denver

CERTIFICATIONS

Certified to survey for Mexican spotted owl, Preble's meadow jumping mouse, Northern Mexican garter snake, narrow headed garter snake, Chiricahua leopard frog, burrowing owl, boreal toad, Ute ladies'-tresses orchid, and other sensitive amphibians.

Lesser Prairie Chicken Technical Service Provider, Western Association of Fish and Wildlife Agencies

Years with ERO: 24 | Years' Experience: 27

Clint has a broad background in biological resources and more than 27 years of experience assisting clients to navigate environmental permitting compliance, including the Endangered Species Act (ESA), Clean Water Act (CWA) Section 404, and National Environmental Policy Act (NEPA). Clint conducts wetland delineations, vegetation mapping, threatened and endangered (T&E) species assessments, wildlife surveys, natural resource impact evaluations, and stream restoration. He is also certified by the U.S. Fish and Wildlife Service (USFWS) to conduct field investigations for several species of concern, including presence/absence surveys for Preble's meadow jumping mouse, Ute ladies' tresses orchid, Mexican spotted owl, narrow-headed garter snake, northern Mexican garter snake, and sensitive amphibians. Clint is especially knowledgeable in North American herpetology and has performed several field studies of reptile populations throughout the western United States and Mexico.

Parker Water and Sanitation District – Parallel Pipeline Project Regional Pond to Cherry Creek Pump Station | Douglas County, CO

Project Manager — Assisted PWSD and HDR with Section 404 permitting, Section 106 compliance and Section 7 compliance for replacement of the PWSD parallel pipeline along Cherry Creek from Salisbury Equestrian Park to Stroh Road.

Upper Thompson Sanitation District | Larimer County, CO

Project Manager — Worked as the ERO project manager in assisting with the Upper Thompson Sanitation District (UTSD) construction of a new wastewater treatment facility (WWTF) and two lift stations in the Estes Valley, located about 1.8 miles east of downtown Estes Park, Colorado. Responsibilities included, leading the NEPA analysis (EA), conducting a wetland delineation, 404 permitting, endangered species act compliance, and cultural resource surveys.

Boulder Main Sewer Improvement Project | Boulder, CO

Project Manager — Working as the ERO project manager in assisting the City with Section 404 permitting, City of Boulder wetland permitting, Endangered Species Act Compliance, dewatering permits, and cultural resources services for the City's main sewer improvements. Additional services include development of a mitigation plan and provide guidance on migratory bird regulations, and field meetings with Boulder County and City of Boulder Open Space and Mountain Parks staff.

Northern Monument Creek Interceptor Environmental Assessment (EA) | El Paso County, CO

Project Manager — Managed environmental compliance for NEPA analysis, biological assessment, and permitting processes. Oversaw fieldwork for the wetland delineation and Preble's meadow jumping mouse assessments across an 8.3-mile project area and the development of an environmental assessment and associated technical reports.

Walker Reservoir | Douglas County, CO

Project Manager — Assisted the Cherry Creek Project Water Authority with Section 404 permitting, including Section 7 consultation for Threatened and Endangered Species, and National Historic Preservation Act compliance, for the Walker Reservoir outfall project in Douglas County, Colorado.

PO Box 7506 • Loveland, CO 80537 • Phone 303.817.0120 • info@coloradoutilityfinders.com • www.coloradoutilityfinders.com

Key Personnel Resume: Ian Gutzman

Position: Owner and General Manager **Total years with firm:** Three

Project role: Project Management and Estimating **Education:** MS Degree

Total years of experience: Fifteen years in various **Office location:** 1021 S Lincoln Ave, Loveland business and operations management roles

Career Experience: Ian came to Colorado Utility Finders with six years of US Air Force officer experience, six years of corporate management experience with Koch Industries, an MBA and a PMP certification. Combining his background and his education with the operational team at Colorado Utility Finders, he has managed the business through its best years on record. Maintaining a high level of potholing service has been the driving force to our fast-growing customer base.

Sample Previous Projects:

- Boulder 2020 Waterlines | Boulder, CO | Dewberry-HDR | 2020-2023 | $220,000
  - Role: Estimator, Project Manager
  - Design for rehabilitation and replacement of waterlines at six separate sites throughout the City of Boulder.
- Aurora 2024 Waterlines | Aurora, CO | Jacobs Engineering | 2023 | $37,500
  - Role: Estimator, Project Manager
  - Design for R&R of waterlines in six separate residential areas throughout Aurora.
- Silver Lake South Storm Sewer | Loveland, CO | Merrick | 2023 | $30,200
  - Role: Estimator, Project Manager
  - Design for R&R of storm sewer near Lincoln Ave and 16th St in the City of Loveland.
- City of Fort Collins Storm Drain Improvements | Fort Collins, CO | HDR | 2021 | $43,200
  - Role: Estimator, Project Manager
  - Storm sewer R&R design in four separate locations throughout the City of Fort Collins.
- Fort Collins City Park San Sewer | Fort Collins, CO | HDR | 2021 | $25,800
  - Role: Estimator, Project Manager
  - Design for R&R of City Park sanitary sewer system.
- NEWT3 Waterline | Larimer County, CO | Providence Infrastructure | 2022-2023 | $46,400
  - Role: Estimator, Project Manager
  - Design for third phase of new NWCWD and ELCO transmission waterline traversing the City of Fort Collins

Skills:

- Project Management
- General Office Skills
- Computer Knowledge
- CDOT Certified Payroll
- Accounting/Bookkeeping
- Bid Preparation
- Scheduling
- LCP Tracker Payroll
- Financial Analysis
- Data analysis
- Personnel Management
- Safety Management
- Marketing & Sales
- Front Office Operations
- Professional Presentations

References:

Joel Spencer, Dewberry
Title: Senior Associate, Senior Project Manager
(303) 951-0621
jtspencer@dewberry.com

Darin Pytlik, Providence Infrastructure Consultants
Title: Senior Engineer
(970) 290-9893
dpytlik@providenceic.com

Brad Curtis, Northern Engineering
Title: VP, Director of Municipal Services
(970) 488-1119
bcurtis@northernengineering.com

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CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.A.4.

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: R26-016, A Resolution Authorizing an Agreement Between the City of Arvada and Diamond Contracting Corp. for the 2025 Water Main Replacement Project, Project No. 25-WA-01, in an Amount Not to Exceed $4,767,757.00

Report in Brief

The attached resolution authorizes an agreement with Diamond Contracting Corp. for an amount not to exceed $4,767,757.00. This project involves the installation of 20,800 linear feet of new 8" water main to replace the existing undersized 6" asbestos cement (AC) water main that is at end of useful life. This project will also install 1900 linear feet of 12" AC water main, and two (2) sanitary sewer maintenance holes. This segment is part of the annual waterline replacement program.

The Arvada team recommends that City Council approve R26-016, A Resolution Authorizing an Agreement Between the City of Arvada and Diamond Contracting Corp. for the 2025 Water Main Replacement Project, Project No. 25-WA-01, in an Amount Not to Exceed $4,767,757.00.

Financial Impact

CIP Project: 25WA01 - 2025 Water Main Replacement
Financial Impact: $4,767,757.00
Funding Source: UT Water Drinking Water Distribution
CIP Account Number: PRJ25000014

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 system's continued reliability, efficiency, and safety to provide long-term service to the community.

Discussion

Contractor	Bid Amount	Confirmed to Meet Minimum Qualifications as stated in the CSB
Alpine Civil Construction	$4,930,666.00	Yes
American West Construction, LLC	$8,873,004.00	Yes
Brannan Sand & Gravel Company	$5,666,512.00	Yes
Colorado Civil Infrastructure, Inc.	$6,789,345.50	Yes
Diamond Contracting Corp	**$4,767,757.00**	**Yes**
Duran Excavating, Inc.	$8,681,880.00	Yes
Iron Woman Construction	$6,361,888.00	Yes
Mid City Corporation	$6,428,523.00	Yes
TWX	$8,081,710.00	Yes

The lowest qualified bidder was Diamond Contracting Corp and they have successfully completed multiple water main

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 March 2027.

Public Contact

NA

Commission Recommendation

NA

Strategic Alignment

The recommended action aligns with the Infrastructure Work System Services within the City Council Strategic Plan. Specifically, the recommended action is consistent with the following:

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

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that City Council approve R26-016, A Resolution Authorizing an Agreement Between the City of Arvada and Diamond Contracting Corp. for the 2025 Water Main Replacement Project, Project No. 25-WA-01 in an Amount Not to Exceed $4,767,757.00.

Suggested Motion:

I move that R26-016, A Resolution Authorizing an Agreement Between the City of Arvada and Diamond Contracting Corp. for the 2025 Water Main Replacement Project, Project No. 25-WA-01, in an Amount Not to Exceed $4,767,757.00, be (approved) (rejected).

Prepared by:
Katy Smith, Civil Engineer II

Reviewed by:

Approved by:

Mary Stahl, Senior Civil Engineer	02/09/2026
Claudia Vaughan, City Engineer	02/10/2026
Jacqueline Rhoades, Director of Infrastructure	02/11/2026
Bryan Archer, Chief Financial Officer	02/12/2026
Tammy Hedlund, Legal Specialist	02/12/2026

Kelsy Sargent, Assistant City Attorney	02/13/2026
Megan McCall, Assistant City Attorney II	02/13/2026
Rachel Morris, City Attorney	02/17/2026
Allison Scheck, Deputy City Manager	02/17/2026
Linda Haley, Deputy City Manager	02/17/2026
Don Wick, City Manager	02/17/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-016

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF ARVADA AND DIAMOND CONTRACTING CORP. FOR THE 2025 WATER MAIN REPLACEMENT PROJECT, PROJECT NO. 25-WA-01, IN AN AMOUNT NOT TO EXCEED $4,767,757.00

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 3rd day of March, 2026.

_____
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 DIAMOND CONTRACTING CORP. FOR THE 2025 WATER MAIN REPLACEMENT PROJECT, PROJECT NO. 25-WA-01, IN AN AMOUNT NOT TO EXCEED $4,767,757.00

This Agreement is made this _____day of _____, 2026, by and between the City of Arvada, a home rule municipal corporation ("Arvada" and/or "City") and Diamond Contracting Corp., a Colorado corporation ("Contractor"). Arvada and Contractor may be individually referred to as the "Party" and jointly 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 related to its 2025 Water Main Replacement Project, Project No. 25-WA-01, 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 in the Contract Documents within the time periods required therein. 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 Project site or pertinent documents shall be deemed waived.

1.4. **Contract Documents.** The Contract Documents shall consist of this Agreement, together with the following documents which are, by reference, incorporated herein for all purposes:

A. Arvada's solicitation entitled CSB 25-ENG-097, 2025 Water Main Replacement Project #25-WA-01, including Addendum #1, ("CSB 25-ENG-097"), attached hereto as **Exhibit A**;
B. Contractor's response to Arvada's solicitation CSB 25-ENG-097, including Bid Bond, Bid Proposal, Revised Bid Schedule dated January 1, 2026, Required Contractor Submittal Form, letter regarding Contractor's approach to the Project, and Municipal Contractor's License ("Contractor's Response"), attached hereto as **Exhibit B**;
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 2, 2023 ("Arvada Engineering Code of Standards and Specifications");
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) this Agreement; (2) Arvada's solicitation CSB 25-ENG-097; (3) Arvada Engineering Code of Standards and Specifications; (4) Contractor's Response; (5) Change Orders; (6) Requests for Information and Response. Except as set forth in this section 1.5., in the event of any dispute or differences between the respective documents that constitute the Contract

Documents, Contractor shall secure written instructions from Arvada before proceeding with the performance of services affected by such conflicts, omissions, or discrepancies.

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 this 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 Contract Documents shall not relieve Contractor of responsibility for the performance of its obligations under this Agreement. Payment by Arvada pursuant to this Agreement shall not constitute waiver of any of Arvada's rights under this 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 the identified deficiencies. In such a case, an appropriate Change Order shall be issued deducting from payments then

or thereafter due to 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 to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to Arvada within ten calendar 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, the Arvada Engineering Code of Standards and Specifications, and the requirements set forth in the other 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, Arvada's 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, site conditions, or both. If the Contractor performs any construction activity and knows or should have known it involves an error, inconsistency, 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.

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

ARTICLE 4. CHANGES TO THE WORK

4.1. **Minor Contract Revisions.** Miscellaneous modifications in the Work, ordered by Arvada in the form of a Field Order, will be considered a Minor Contract Revision. Payment for accepted work performed under this pay item "Minor Contract Revision" will be made in accordance with the Contract Documents.

4.2. **Field Orders.** An authorized representative of the Contractor shall acknowledge receipt of Field Orders by promptly signing all written field orders delivered to the job site. Verbal field orders given by Arvada will be recorded in writing in the municipal inspector's daily report that is to be signed by the Contractor's authorized representative.

4.3. **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 if applicable. 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 if applicable, 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 this Agreement.

4.4. **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 the Contract Documents 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.

4.5. **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.

4.6. **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.

4.7. **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.

4.8. **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 Agreement, unless the 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 Agreement 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 materials, 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, including but not limited to procuring materials, within seven calendar days after the date of the Notice to Proceed and shall commence construction within forty-five calendar days 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 three hundred and sixty-five calendar 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. Contractor agrees to perform the Work for an amount not to exceed $**4,767,757.00**.

6.2. **Term.** The term of the Agreement shall be from Arvada's execution of this Agreement until the Work is complete and Arvada has accepted it or until April 1, 2027, whichever occurs sooner, unless otherwise agreed to in writing by the Parties, subject to availability of funds, or unless Arvada terminates for convenience in accordance with 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 twenty 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 set forth in the Contract Documents. Such application shall be supported 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 days for services performed in accordance with the bid schedule and this Agreement, but in no event shall the total contract amount exceed $**4,767,757.00** absent a properly executed Change Order. Measurement of the work performed and monthly payment shall be made in accordance with requirements of "Section 4: Measurement and Payment" of **Exhibit A** and any other applicable provision set forth 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 and in accordance with the Arvada Engineering Code of Standards and Specifications.

6.6. **Retainage Requirements.** Contractor agrees to submit monthly invoices together with any retainage requirements set forth in the Contract Documents and 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 this 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.

[Signature page follows.]

DATED this _____ day of_____, 2026.

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: _____

DIAMOND CONTRACTING CORP., a Colorado corporation

_____
Christopher Redding
President
21085 W. Gate Road
Golden, CO 80403
dcpipe@yahoo.com

Exhibit A

AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND DIAMOND CONTRACTING CORP. FOR THE 2025 WATER MAIN REPLACEMENT PROJECT, PROJECT NO. 25-WA-01, IN AN AMOUNT NOT TO EXCEED $4,767,757.00

COMPETITIVE SEALED BID

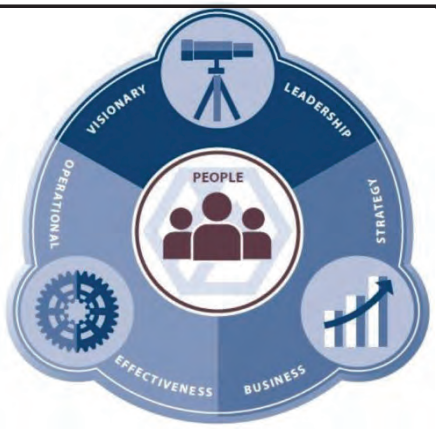
BID #:	**25-ENG-097**
Title:	**2025 WATER MAIN REPLACEMENT PROJECT #25-WA-01**
Issue Date:	12/3/2025
Pre-bid Meeting:	12/11/2025 9:30 am MT Location: Virtual Join Zoom Meeting: https://arvadaco-gov.zoom.us/j/85237338967?pwd=emNIRNTzuEh0jZpsD4Tx029d6R9VzQ.1 Join by phone: +1-719-359-4580 Meeting ID: 852 3733 8967 Passcode: 773726
Questions Deadline:	12/19/2025 2:00 pm MT Questions must be submitted through BidnetDirect.com. Responses will be posted on Bidnet via addendum.
Bid Due Date: Virtual Opening Information	**1/13/2026 2:00 pm MT** Join Zoom Meeting: https://arvadaco-gov.zoom.us/j/89650065438?pwd=qyaZwLsOOL9cEkd9OArLeEYuugJ6QM.1 Join by phone: +1 719-359-4580 Meeting ID: 896 5006 5438 Passcode: 676393
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.

For additional administrative information not related to the project, contact: Dawn Krank, dkrank@arvada.org
Contact with the requesting department may result in vendor disqualification.

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.



Documents included in this Request:

Advertisement for Bidders	page 3
General Terms and Conditions	page 4
Special Terms and Conditions for Bidders	page 6
Insurance Requirements	page 8
Project Special Provisions	page 10
Submittal Forms to be completed and returned	
• Bid Bond	page 22
• Bid Proposal	page 23
• Bid Schedule	page 24
• Required Contractor Submittal Form	page 26
Sample of Documents if Awarded	
• Performance and Payment Bond	page 28
• Notice of Award	page 29
• Notice to Proceed	page 30

Attachments

Attachment A - 25-ENG-097 Bid Schedule Project 25-WA-01 (in Excel Format for Submittal)

Attachment B – Plans: Project 25-WA-01 Water Main Replacement with Sanitary Sewer Replacement on Fenton St & Easton Wy (Bid Set)

ADVERTISEMENT FOR BIDS

Submit bids electronically on Bidnetdirect.com for the construction of City of Arvada, Project No. **25-WA-01**
Project Title: **2025 Water Main Replacement**

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 December 3, 2025.

ESTIMATED QUANTITIES OF THE MAJOR ITEMS OF WORK ARE:

20,807 LF	8" C900 PVC and fittings, Complete in Place
45 EA	Fire Hydrant Assembly
18817 SY	6" Asphalt Removal and Patching
462 EA	Water Service Tap Reconnection
1,890 LF	12" C900 PVC and fittings, Complete in Place
2 EA	Sanitary Sewer Maintenance Hole - 4' Diameter (Depth < 10'), Complete In Place
101 SY	Concrete Pan, Sidewalk, & Curb Ramp Remove and Replace, Complete in Place

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

Bidders, subcontractors and suppliers must be familiar with the current City of Arvada *Engineering Code of Standards and Specifications*, dated October 2, 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: 12/3/2025

CITY OF ARVADA

Chris Lisberg

Chris Lisberg

Assistant City Engineer on behalf of 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 October 2, 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 $10,000,000 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 Liability / Environmental Legal Liability Insurance** for limits not less than $1,000,000 per occurrence (or claims made) and not less than $1,000,000 aggregate for bodily Injury, personal Injury and property Damage.

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

Additional Insurance Requirements:

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

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

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

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

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

SPECIAL PROVISIONS

City of Arvada Project No. **25-WA-01**, Project Title: **2025 Water Main Replacement**

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

SECTION 1
1.01 PROJECT QUALIFICATIONS
Award of this project will be based on contractor's competitive pricing assuming contractor has demonstrated their capabilities through relevant project experience.

a. Project Cost
   - Project cost will be evidenced by the submitted Bid Schedule.

b. Relevant Project Experience
   - Minimum Qualifications
     i. Successful installation of 10,000 LF or more of 4–12-inch waterline in the Front Range of Colorado in each of the last three calendar years. Front Range Colorado is defined as Fort Collins to Pueblo.
     ii. Experience with replacing existing 8" sanitary sewer line, and sanitary sewer maintenance holes, in the Front Range of Colorado in the past 3 years.
   - Contractor shall provide three (3) projects, with details and demonstrated experience, that are relevant to the proposed work. Contractor should provide sufficient, recent projects to indicate the competence and ability to do the proposed work.
   - Contractor shall provide the resumes of the proposed superintendent 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
   - 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 in 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 of 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 SURVEY

The Contractor shall obtain surveying services for the staking of the project and for capturing all project as-builts to be incorporated in a record drawing set. Survey staking shall comply with Section 342 Staking and Grade Control of Engineering Code of Standards and Specifications, 2023 Edition. As-builts shall comply with Section 222.00 Record Drawings of the Engineering Code of Standards and Specifications, 2023 Edition. The surveyor employed shall be a Colorado Registered Licensed Surveyor and have the expertise to perform such services. All costs associated with surveying shall be included in the project construction survey bid item. As-built information shall be submitted to the project engineer for review along with each monthly pay application.

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 with a narrative SWMP
        i. SWMP Template can be found here: https://www.arvadaco.gov/367/Site-Disturbance-Permit
2. CDPHE
    a. Construction Dewatering Discharge Permit

2.07 CONTRACTOR'S WORK HOURS

Contractor (and Subcontractors) regular working hours consist of up to 10 working hours between 7:00 a.m. and 5:00 p.m., on a regularly scheduled basis, excluding Saturdays, Sundays, and holidays, except as required for nighttime bypass work.

There shall be no weekend or after hours work without formal approval. A formal request must be submitted to the Project Engineer **14** calendar days in advance. 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.

The Contractor, when performing work on a city holiday, Saturday, Sunday, or in excess of ten (10) hours on a weekday, in accordance with Table 18-3 Miscellaneous Inspections and Other Fees of the City of Arvada's Administrative Fee Schedule (https://www.arvadaco.gov/DocumentCenter/View/4862/2025-Building-Fee-Schedule-PDF) agrees to reimburse the Owner for the inspector's time at the following rate:

First 2 hours, or fraction thereof: $156.00
Each additional 1 hour or fraction thereof: $78.00

Payment shall be made payable to the City of Arvada within ten days of the date of invoice from the Owner.

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) business 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 the 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 test holing 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 test holing for location of existing utilities is required. All test holing 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 their 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 Project 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 Project 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 work day. 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 Project 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 Far Horizons and Lake Arbor neighborhoods, and W 82nd Ave. and Alkire St. shown on the attached drawings and summarized by the phases below.

A. Far Horizons Neighborhood: Ames Way, Benton Way
B. Far Horizons Neighborhood: Depew Way, Eaton Way, Fenton Way between Chase Dr and W 84th Ave
C. Far Horizons Neighborhood: Chase St, Depew St, Eaton St, Fenton St, Gray St, and Gray Ct. between W 84th Ave and W 86th Ave
D. Lake Arbor Neighborhood: W 86th Ave to Lamar Dr, Jay Ct, and Kendal Ct.
E. W 82nd Ave and Alkire St.

The City reserves the right to remove areas at any time before or during construction.

3.02 PRIORITY/SCHEDULED LOCATIONS

The City has identified the area below to be constructed after a specified date. Phase A will have a relocated gas line project that is expected to be finished by February 6, 2026.

- Phase A to be completed after February 6, 2026

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 location without change in the contract agreement prices, per subsection 1121.05 Changes in Contract Price of the Arvada Engineering Code of Standards and Specifications.

3.03 CONSTURCTION SCHEDULE

An overall construction schedule shall be submitted by the contractor to the project engineer at least three (3) days prior to the pre-construction meeting and along with each monthly pay application. A three-week schedule shall be updated and submitted biweekly to the City. The schedule shall be in bar chart form and shall at a minimum indicate the start and completion dates of work at each construction location.

3.04 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 for both water and sewer
- Excavation, dewatering, and backfilling
- Connections to existing facilities and facilities constructed by others
- Pavement patching, pavement replacement, curb and gutter replacement, ADA ramp/sidewalk replacement
- Other miscellaneous work and cleanup.

The City reserves the right to stop the project before or during construction.

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 Project 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. Owner Controlled Minor Contract Revisions

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

PHASE A: Ames Way and Benton Way

7. Remove and Dispose 8" AC Pipe

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Section 1146.08 (Linear Feet).

8. Remove Existing Fire Hydrant

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Section 1134.00 (Each).

9. 8" C900 PVC, Complete in Place

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Section 1146.00 (Linear Feet).

10. Fire Hydrant Assembly

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1143.00 (Each).

11. 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).

12. Connect to Existing 12” PVC Waterline

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

13. Connect to Existing 8” PVC Waterline

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

14. Water Service Tap Reconnection

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

15. 6” Asphalt Removal and Patching, Complete in Place

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Section 1171.00 (Square Yards) and the pay limit defined on Detail 400-1, Typical Trench Section Pipe Protection Water Mains.

16. Concrete Pan, Sidewalk, & Curb Ramp Remove and Replace, Complete in Place

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1151.00 (Square Yards).

PHASE B: W 84th Ave, Depew Way, Eaton Way, Fenton Way

17. Remove and Dispose 8" AC Pipe

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

18. Remove Existing Fire Hydrant

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

19. 8" C900 PVC, 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 (Linear Feet).

20. Fire Hydrant Assembly

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1143.00 (Each).

21. 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).

22. Connect to Existing 12” PVC Waterline

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

23. Water Service Tap Reconnection

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

24. 6” Asphalt Removal and Patching, Complete in Place

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Section 1171.00 (Square Yards) and the pay limit defined on Detail 400-1, Typical Trench Section Pipe Protection Water Mains.

25. Concrete Pan, Sidewalk, & Curb Ramp Remove and Replace, Complete in Place

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1151.00 (Square Yards).

PHASE C: W 86th Ave, Chase St., Depew St., Fenton St., Gray St., Gray Ct.

26. Remove and Dispose 8" AC Pipe

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

27. Remove Existing Fire Hydrant

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

28. 8" C900 PVC, 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 (Linear Feet).

29. Fire Hydrant Assembly

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1143.00 (Each).

30. 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).

31. Connect to Existing 8” PVC Waterline

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

32. Water Service Tap Reconnection

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

33. 6” Asphalt Removal and Patching, Complete in Place

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Section 1171.00 (Square Yards) and the pay limit defined on Detail 400-1, Typical Trench Section Pipe Protection Water Mains.

34. Concrete Pan, Sidewalk, & Curb Ramp Remove and Replace, Complete in Place

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1151.00 (Square Yards).

PHASE D: W 86th Ave, Kendall Ct., Jay Ct.

35. Remove and Dispose 8" AC Pipe

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

36. Remove Existing Fire Hydrant

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

37. 8" C900 PVC, 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 (Linear Feet).

38. Fire Hydrant Assembly

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1143.00 (Each).

39. 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).

40. Connect to Existing 12" AC Waterline

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

41. Water Service Tap Reconnection

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

42. 6" Asphalt Removal and Patching, Complete in Place

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Section 1171.00 (Square Yards) and the pay limit defined on Detail 400-1, Typical Trench Section Pipe Protection Water Mains.

43. Concrete Pan, Sidewalk, & Curb Ramp Remove and Replace, Complete in Place

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1151.00 (Square Yards).

PHASE E: W 82nd Ave, Alkire St.

44. Remove and Dispose 6" AC Pipe

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

45. Remove Existing Fire Hydrant

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

46. 8" C900 PVC, 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 (Linear Feet).

47. Fire Hydrant Assembly

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Sections 1143.00 (Each).

48. 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).

49. Connect to Existing 12" PVC Waterline

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

50. Connect to Existing 16” PVC Waterline

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

51. Water Service Tap Reconnection

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

52. 6” Asphalt Removal and Patching, Complete in Place

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Section 1171.00 and 1173.00 (Square Yards) and the pay limit defined on Detail 400-1, Typical Trench Section Pipe Protection Water Mains.

53. 16” Butterfly Valve and Box Rehabilitation/Replacement

The following shall be included in the bid item price. Owner to choose alternative in collaboration with Contractor based on evaluation of existing valve conditions:

- Option A: Rehabilitate Existing 16" Butterfly Valve and Box. This item includes rehabilitation of existing 16” butterfly valve and box, connecting to existing waterline, and backfill and all other materials and labor needed to complete the work and as stated in the City of Arvada standards and specifications.
- Option B: Replace Existing 16" Butterfly Valve and Box with City Approved Butterfly Valve (AV-Tek or approved equal). This item includes removal and disposal of existing 16” butterfly valve and box, installation of a new 16” butterfly valve and box, connecting existing waterline, and backfill and all other materials and labor needed to complete the work and as stated in the City of Arvada standards and specifications.

Sanitary Sewer Replacement at Eaton Way and W 84th Ave, and Fenton St

54. Remove Sanitary Sewer Cleanout

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

55. Sanitary Sewer Maintenance Hole - 4-foot Diameter (Depth < 10 feet), Complete In Place

This item is for 4-foot diameter maintenance holes listed in the plans with a depth to invert of less than 10-feet and will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Section 1154.00 (Each).

56. Connect to Existing 8” VCP Pipe

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

57. 6” Asphalt Removal and Patching, Complete in Place

This item will be measured and paid according to the City of Arvada Engineering Code of Standards and Specifications, Section 1171.00 (Square Yards) and the pay limit defined on Detail 400-1, Typical Trench Section Pipe Protection Water Mains.

BID FORMS

The following pages contain forms to be completed and returned with bid submission.

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. **25-WA-01**.

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. **25-WA-01** entitled **2025 WATER MAIN REPLACEMENT PROJECT** within the time set forth therein, and at the prices stated on the included Bid Schedule as totaled herein.

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

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

Bidder states that their:

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

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

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within **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 2/17/2025. The bidder shall agree to pay the City of Arvada the sum as specified in the Engineering and Specifications for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

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

SUBMITTED BY:

Company Name: _____

Contact Names: _____

Address: _____

Phone: (_____)_____Email(s): _____

The undersigned hereby affirms that:

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

By:_____ _____

Signature of Authorized Agent Date FEIN

_____ _____ _____

Typed/Printed Name of Agent Title of Agent Agent email

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

Use Attachment A in Excel format (uploaded in Bidnet) to complete this Bid Schedule.

BID SCHEDULE

PROJECT #25-WA-01
2025 WATER MAIN REPLACEMENT

CITY OF ARVADA

CONTRACTOR

BID PREPARED BY DATE

ITEM NO.	ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	COST
	General				
1	Mobilization, Demobilization, Permits, Fees, Licenses, Administration	LS	1		
2	Traffic and Pedestrian Control	LS	1		
3	Sediment and Erosion Control	LS	1		
4	Utility Locate Potholing	LS	1		
5	Construction Survey	LS	1		
6	Owner Controlled Minor Contract Revisions	ALLOW	1	$180,000.00	$180,000.00
	GENERAL COST SUB-TOTAL				
	PHASE A: Ames Way and Benton Way				
7	Remove and Dispose 8" AC Pipe	LF	60		
8	Remove Existing Fire Hydrant	LF	3		
9	8" C900 PVC and fittings, Complete in Place	LF	1,737		
10	Fire Hydrant Assembly	EA	5		
11	Chlorination and Pressure Test	LS	2		
12	Connect to Existing 12" PVC Waterline	EA	2		
13	Connect to Existing 8" PVC Waterline	EA	3		
14	Water Service Tap Reconnection	EA	44		
15	6" Asphalt Removal and Patching, Complete in Place	SY	1,468		
16	Concrete Pan, Sidewalk, & Curb Ramp Remove and Replace, Complete in Place	SY	8		
	PHASE A: Ames St, W 83rd, Benton St. COST SUB-TOTAL				
	PHASE B: W 84th Ave, Depew Way, Eaton Way, Fenton Way				
17	Remove and Dispose 8" AC Pipe	LF	35		
18	Remove Existing Fire Hydrant	LF	6		
19	8" C900 PVC and fittings, Complete in Place	LF	4,322		
20	Fire Hydrant Assembly	EA	8		
21	Chlorination and Pressure Test	LS	7		
22	Connect to Existing 12" PVC Waterline	EA	3		
23	Water Service Tap Reconnection	EA	100		
24	6" Asphalt Removal and Patching, Complete in Place	SY	3,549		
25	Concrete Pan, Sidewalk, & Curb Ramp Remove and Replace, Complete in Place	SY	19		
	PHASE B: W 84th Ave, Depew Way, Eaton Way, Fenton Way COST SUB-TOTAL				
	PHASE C: W 86th Ave, Chase St., Depew St., Fenton St., Gray St., Gray Ct.				
26	Remove and Dispose 8" AC Pipe	LF	66		
27	Remove Existing Fire Hydrant	LF	20		
28	8" C900 PVC and fittings, Complete in Place	LF	13,259		
29	Fire Hydrant Assembly	EA	25		
30	Chlorination and Pressure Test	LS	15		
31	Connect to Existing 8" PVC Waterline	EA	2		
32	Water Service Tap Reconnection	EA	273		
33	6" Asphalt Removal and Patching, Complete in Place	SY	10,896		
34	Concrete Pan, Sidewalk, & Curb Ramp Remove and Replace, Complete in Place	SY	61		
	PHASE C: W 86th Ave, Chase St., Depew St., Fenton St., Gray St., Gray Ct. COST SUB-TOTAL				
	PHASE D: W 86th Ave, Kendall Ct., Jay Ct.				
35	Remove and Dispose 8" AC Pipe	LF	34		
36	Remove Existing Fire Hydrant	LF	4		
37	8" C900 PVC and fittings, Complete in Place	LF	1,613		
38	Fire Hydrant Assembly	EA	4		
39	Chlorination and Pressure Test	LS	3		
40	Connect to Existing 12" AC Waterline	EA	1		
41	Water Service Tap Reconnection	EA	38		
42	6" Asphalt Removal and Patching, Complete in Place	SY	1,348		
43	Concrete Pan, Sidewalk, & Curb Ramp Remove and Replace, Complete in Place	SY	15		
	PHASE D: W 86th Ave, Kendall Ct.. Jay Ct. COST SUB-TOTAL				

	PHASE E: W 82nd Ave and Alkire St				
44	Remove and Dispose 6" AC Pipe	LF	45		
45	Remove Existing Fire Hydrant	LF	2		
46	12" C900 PVC and fittings, Complete in Place	LF	1,894		
47	Fire Hydrant Assembly	EA	2		
48	Chlorination and Pressure Test	LS	2		
49	Connect to Existing 12" PVC Waterline	EA	1		
50	Connect to Existing 16" PVC Waterline	EA	1		
51	Water Service Tap Reconnection	EA	7		
52	6" Asphalt Removal and Patching, Complete in Place	SY	1,529		
	Alternate Bid Items				
53A	Option 1 (not included in Total Base Bid): Rehabilitate 16" Butterfly Valve and Box	EA	1		
53B	Option 2 (included in Total Base Bid): Remove and Replace 16" Butterfly Valve and Box	EA	1		
	PHASE E: W 82nd Ave and Alkire St. COST SUB-TOTAL				
	Sanitary Sewer Replacement at Eaton Way and W 84th Ave, and Fenton St				
54	Remove Sanitary Sewer Clean Out	EA	2		
55	Sanitary Sewer Maintenance Hole - 4' Diameter (Depth < 10'), Complete In Place	EA	2		
53	Connect to Exisitng 8" VCP Pipe	EA	2		
56	6" Asphalt Removal and Patching, Complete in Place	SY	28		
	Sanitary Sewer Replacement at Eaton Way and W 84th Ave, and Fenton St COST SUB-TOTAL				
	TOTAL BASE BID				

TOTAL BASE BID WRITTEN:

CONTRACTOR

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, Contractor's Project Qualifications as outlined in Special Provisions, Section 1. 1.01, and any other attachments requested.
- ☐ Submit implementation timeline and warrantees, if applicable.
- ☐ Attach Contractor's Licensing, if applicable.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable.
- ☐ 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

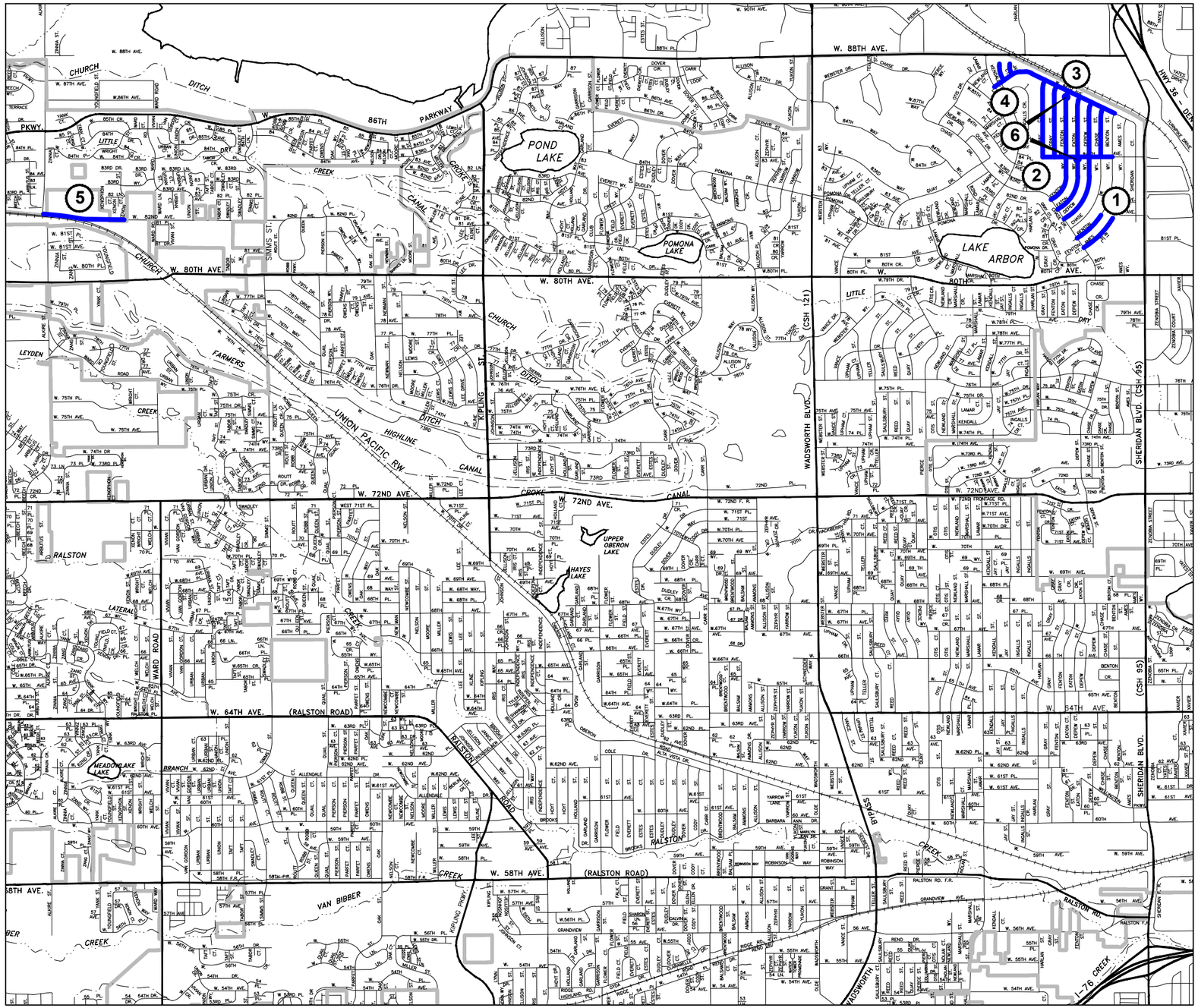
BIDDER

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

Company

By: _____

Title: _____



CITY OF ARVADA

PROJECT 25-WA-01
WATER MAIN REPLACEMENT
WITH SANITARY SEWER REPLACEMENT
ON FENTON ST & EATON WY
(BID SET)

INDEX

KEY	DESCRIPTION	SHT.
	COVER SHEET	
	GENERAL NOTES	GN
	SURVEY CONTROL	SC
	EROSION CONTROL	EC
	PROJECT PHASING MAP	PM
1	WATER MAIN REPLACEMENT (PHASE A)	A1 - A3
2	WATER MAIN REPLACEMENT (PHASE B)	B1 - B6
3	WATER MAIN REPLACEMENT (PHASE C)	C1 - C12
4	WATER MAIN REPLACEMENT (PHASE D)	D1 - D2
5	WATER MAIN REPLACEMENT (PHASE E) - W 82ND AVE (12")	E1 -E5
6	SEWER MAIN REPLACEMENT FENTON ST & EATON WY	S1 - S2

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	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.

LEGEND	
	WATER VALVE
	FIRE HYDRANT
	REDUCER
	PLUG
	BLOW OFF
M	WATER METER
C	CURB STOP
PRV	PRESSURE REDUCING VALVE ASSEMBLY
AV	AIR RELEASE & VACUUM VALVE
W	WATER MANHOLE
	IRRIGATION SPRINKLER
	IRRIGATION SYSTEM BOX
S	SANITARY MANHOLE
CO	CLEAN OUT
ST	STORM MANHOLE
	INLET
ST	TYPE R INLET
	FLARED END SECTION
IRR	IRRIGATION DITCH MANHOLE
	MISCELLANEOUS MANHOLE
T	TELEPHONE VAULT
U	UTILITY PEDESTAL
	UTILITY PULL BOX
	POWER POLE
	GUY WIRE
	LIGHT POLE
O_{SP}	SIGNAL POLE
O_{CP}	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 TO TYPE OF SUE LEVEL. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY SIZE, HORIZONTAL, AND VERTICAL LOCATIONS OF ALL 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 ANY 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 CURRENT CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS".
3. ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE LICENSED WITH THE CITY OF ARVADA PRIOR TO START OF CONSTRUCTION AND SHALL OBTAIN REQUIRED PERMITTING FROM THE ENGINEERING COUNTER AT CITY HALL.
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 CURRENT 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 105,837 SQUARE FEET (2.42 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 IMPACTED BY THE PROJECT 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".

GENERAL ABBREVIATIONS:

FH – FIRE HYDRANT
D= – DEPTH
SD – STORM DRAIN
TELE–B – TELEPHONE BURIED
TELE–OH – TELEPHONE OVERHEAD
TEMP – TEMPORARY
CONC – CONCRETE
CIPP – CURED IN PLACE PIPE
T.O.P – TOP OF PIPE

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 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 INFORMATION 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 CONTRACTORS SURVEY TEAM RECORDS THE LOCATION OF EACH FITTING AND VALVE. IT SHALL BE EXPECTED THAT THE CONTRACTOR PROVIDE THE CITY TEAM WITH THE RECORD OF THE LOCATIONS.
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 ANY AND ALL SURVEY MONUMENTS ADJACENT TO OR ON THE CONSTRUCTION SITE. THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL ALIQUOT CORNERS, PROPERTY, NGS, AND ARVADA SURVEY CONTROL MONUMENTATION AS PER SECTION 151.00 OF THE CITY OF ARVADA ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS. 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:

- M — WATER SERVICE TO BE RECONNECTED
- VALVE BOX TO BE ABANDONED
- REMOVE FIRE HYDRANT
- W — EXISTING WATER MAIN
- PROPOSED WATER MAIN
- SAN — SANITARY SEWER MAIN
- SD — STORM DRAIN
- SS — SANITARY SEWER SERIVCE

(APPROX. LOCATION, EXTRACTED FROM GIS DATA)

APPROVED:

Chris Foley	12/2/25	25WA01
Assistant City Engineer on behalf of 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
1			
2			
3			
4			
5			

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

CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
GENERAL NOTES

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **GN1**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Cover & Notes\25WA01 – Cover & Notes.dwg , Plot Date: 11/19/2025

STREET NOTES:

1. 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

2. 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.

3. 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.

4. 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".

5. 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".

6. 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 .

7. 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:

1. 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.

2. ALL UTILITIES CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE NOTES IN THE PLANS AND THE STANDARDS, SPECIFICATIONS, CODES AND ORDNANCES OF THE LOCAL GOVERNING AUTHORITIES. IN CASE OF CONFLICT, THE MORE STRINGENT CODE SHALL TAKE PRECEDENCE.

3. 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. ALL WATER VALVES ONCE CONNECTED TO THE WATER SYSTEM MUST BE KEPT ACCESSIBLE AT ALL TIMES.

4. UNLESS OTHERWISE NOTED, WATER MAINS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 4 FEET TO TOP OF PIPE.

5. THE CONTRACTOR SHALL SCHEDULE ALL WATERLINE TIE INS AND TESTING WITH THE CITY'S MUNICIPAL 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 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. THERE SHALL BE NO WATER SHUTDOWNS DISRUPTING WATER SERVICE FOR TIE-INS FRIDAY THRU SUNDAY UNLESS APPROVED BY THE PROJECT ENGINEER AND WATER OPERATIONS DUE TO SPECIAL CIRCUMSTANCES.

6. ALL FILLING, FLUSHING AND TESTING OF WATERLINES ON FRIDAYS REQUIRING WATER OPERATIONS STAFF SHALL BE SCHEDULED TO BE COMPLETED BY 11:00AM. DUE TO ARVADA'S WATER QUALITY LAB AVAILABILITY, BAC-T TESTING WILL BE AVAILABLE MONDAY THRU THURSDAY ONLY.

7. ALL FIRE HYDRANT LATERAL PIPE SHALL BE INSTALLED AS PER THE CURRENT CITY OF ARVADA STANDARDS AND SPECIFICATIONS.

8. ALL METALLIC FITTINGS SHALL BE WRAPPED WITH MINIMUM 8 MIL THICKNESS POLYETHYLENE ENCASEMENT AS PER THE CURRENT CITY OF ARVADA STANDARDS AND SPECIFICATIONS.

9. ALL NEW WATER MAINS SHALL BE INSTALLED WITH TRACER WIRE INSTALLED AS PER THE CURRENT CITY OF ARVADA STANDARDS AND SPECIFICATIONS. COPPER SERVICE LINES ARE EXCLUDED UNLESS OTHERWISE NOTED.

10. 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 AS PER THE CURRENT CITY OF ARVADA STANDARDS AND SPECIFICATIONS.

11. STORM, SANITARY AND WATER MAINTENANCE HOLE COVERS SHALL SAY "CITY OF ARVADA STORM, WATER OR SANITARY" AS PER THE CURRENT CITY OF ARVADA STANDARDS AND SPECIFICATIONS.

12. BLOW-OFFS, BOTH PERMANENT AND TEMPORARY, SHALL BE AS PER THE CURRENT CITY OF ARVADA STANDARDS AND SPECIFICATIONS.

13. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING HORIZONTAL AND VERTICAL LOCATIONS OF ALL CROSSING UTILITIES AND CONNECTION LOCATIONS PRIOR TO CONSTRUCTION.

14. ABANDONMENT OF CITY OF ARVADA UTILITIES SHALL BE PERFORMED AS PER THE CURRENT CITY OF ARVADA STANDARDS AND SPECIFICATIONS

15. CONTROLLED LOW-STRENGTH MATERIAL (CLSM) MIX DESIGNS USED FOR WATER LINE OR SEWER LINE ENCASEMENT SHALL BE PER THE CITY OF ARVADA'S STANDARDS AND SPECIFICATIONS.

16. CONTRACTOR TO NOTIFY ANY AFFECTED IRRIGATION/DITCH COMPANIES IN ACCORDANCE WITH THE APPROVED AGREEMENT PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES IN OR AROUND ANY IRRIGATION EASEMENTS OR IRRIGATION DITCHES.

EROSION CONTROL NOTES:

1. 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.

2. THERE SHALL BE NO EARTH-DISTURBING ACTIVITY OUTSIDE THE LIMITS DESIGNATED IN THE ACCEPTED PLANS.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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).

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

APPROVED:

Chris Kelly	12/2/25	25WA01
Assistant City Engineer on behalf of City Engineer	Date	Job Number

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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

CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
STREET NOTES,
UTILITY NOTES,
& EROSION CONTROL NOTES

ENGINEER KS
CHECKED BY MS
DESIGN BY

SHT **GN2**

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Survey Control Diagram
For Far Horizons Location Only
2025 WATER MAIN REPLACEMENT
Project 25-WA-01

Section 25, Township 2 South, Range 69 West, of the 6th Principle Meridian,
City of Arvada, County of Jefferson, State of Colorado

Sheet 1 of 3

GENERAL NOTES:
This Project Control Diagram is for the exclusive use of the City of Arvada, for the design and construction of the 2025 Water Main Replacement project. It is not a monumented land survey or a land survey plat. It is intended only to depict the control information and monumentation shown hereon, and is subject to change. Contact the City of Arvada for the most recent diagram.

Published units for coordinates and elevations are in U.S. Survey Feet.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect, in no event may any action be commenced more than ten years from the date of certification shown hereon.

BASIS OF BEARINGS:

Bearings are based on a Grid bearing of South 89°41'26" East, a distance of 2675.19 feet, along the South Line of the NE ¼, Section 25, from the Center ¼ Corner to the East ¼ Corner of Section 25, monumented at each end by a found 30" alum. pipe with 3.25" alum. cap flush with ground, stamped: "C 1/4 LS 13155 1992" and a found 30" alum. pipe with a 3.25" alum. cap in range box, stamped: "COLO. DEPT. HGWY. PLS 26600 1991" .

BASIS OF ELEVATIONS:

NAVD 88 Elevations of control points 100, 110, 120, 130, BM 775 and BM 798 were derived by Leica Smartnet Solution Reports of a 45 minute Fast Static GNSS survey using Geoid 18. BM 775 was held as the Project Benchmark with a derived NAVD 88 Elevation of 5386.90 feet.

COORDINATE DATUM:

Geodetic and State Plane coordinates are based on NAD83 (2011), Colorado Central Zone (0502), and Geoid 18. Control points 100, 110, 120, 130, BM 775 and BM 798 were derived by Leica Smartnet Solution Reports of a 45 minute GNSS Fast Static survey in February, 2023. An average combined factor of all the control points was used for the project combined factor listed in the formulas below. Project Coordinates are modified Colorado State Plane Central Zone Coordinates.

Project Coordinates are derived from State Plane coordinates using the following formulas.

Project Northing = (State Plane Northing * 1.000234570) - 1000000.00

Project Easting = (State Plane Easting * 1.000234570) - 3000000.00

CONVERSION OF PROJECT COORDINATES TO COLORADO STATE PLANE CENTRAL ZONE:

State Plane Northing = (Project Northing +1000000.00) * 0.999765485
State Plane Easting = (Project Easting + 3000000.00) * 0.999765485

LEGEND:

= Section, Quarter, and Sixteenth Corners

= Control Point set by the City of Arvada

= City of Arvada Bench Mark

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CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
SURVEY CONTROL DIAGRAM

ENGINEER
KS
CHECKED BY
DS
DESIGN BY
DL

SHT **SC1**

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Survey Control Diagram
For Far Horizons Location Only
2025 WATER MAIN REPLACEMENT
Project 25-WA-01

Section 25, Township 2 South, Range 69 West, of the 6th Principle Meridian, City of Arvada, County of Jefferson, State of Colorado

Sheet 2 of 3

Project Benchmark Information

Control Point #	Latitude NAD83 (2011)	Longitude NAD83 (2011)	Ellipsoid HT US FT	State Plane Northing US FT	State Plane Easting US FT	Combined Scale Factor	Project Northing US FT	Project Easting US FT	NAVD88 Elevation US FT	Description
BM-775	39°50'48.992594" N	105°03'40.556887" W	5331.41	1733678.83	3123193.15	0.999765485	734085.50	123925.76	5386.90	2" BRASS CAP B.O.W. AT NE CORNER CHASE DR. & FENTON WAY
BM-798	39°51'17.409634" N	105°03'54.887475" W	5367.95	1736548.95	3122061.65	0.999765485	736956.29	122793.99	5423.41	2" BRASS CAP B.O.W. AT NORTH R.P. NW CORNER 86TH WY & KENDALL CT.

Geodetic Coordinate Table

Control Point #	Latitude NAD83 (2011)	Longitude NAD83 (2011)	Ellipsoid HT US FT	State Plane Northing US FT	State Plane Easting US FT	Combined Scale Factor	Project Northing US FT	Project Easting US FT	NAVD88 Elevation US FT	Description
100	39°50'58.644375" N	105°03'43.250233" W	5349.29	1734654.47	3122978.37	0.999765485	735061.37	123710.93	5404.78	MAG NAIL, SW CORNER AREA OF 84TH AVE & GRAY CT., 5.0' EAST OF WEST EA, 9.0' NORTH OF SOUTH EA, 5.2' SW OF SSMH
110	39°50'58.863180" N	105°03'31.831218" W	5350.80	1734680.92	3123868.88	0.999765485	735087.82	124601.65	5406.34	MAG NAIL, 3.0' OFF NORTH EA 84TH AVE, ONE STONE EAST OF EAST RP, NE CORNER EATON ST. & 84TH AVE, 17.4' NE OF WV
120	39°50'47.920131" N	105°03'18.903781" W	5341.13	1733578.52	3124882.57	0.999765485	733985.17	125615.57	5396.71	MAG NAIL 1.0' OFF SOUTH EA AT EAST RP, SE CORNER 83RD AVE & AMES WAY, 22.5' ESE OF SSMH, 24.8 SSE OF WV
130	39°50'44.816717" N	105°03'21.251254" W	5337.11	1733263.59	3124701.00	0.999765485	733670.17	125433.97	5392.68	MAG NAIL 2.0' OFF WEST EA AMES WAY AT SW AREA 82ND AVE BETWEEN ADDRESSES 8257 & 8267, +/-37.5' N OF WV
500				1734465.93	3122777.34		734872.83	123509.90		CENTER CORNER, SECTION 25, T2S, R69W, 6TH P.M. FOUND: 30" ALUM. PIPE WITH 3.25" ALUM. CAP FLUSH WITH GROUND, STAMPED: "C 1/4 LS 13155 1992"
510				1734451.48	3125452.49		734858.38	126185.05		E 1/4 CORNER, SECTION 25, T2S, R69W, 6TH P.M. FOUND: 30" ALUM. PIPE WITH A 3.25" ALUM. CAP IN RANGE BOX, STAMPED: "COLO. DEPT. HGWY. PLS 26600 1991"

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CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
SURVEY CONTROL DIAGRAM

ENGINEER KS
CHECKED BY DS
DESIGN BY DL

SHT **SC2**

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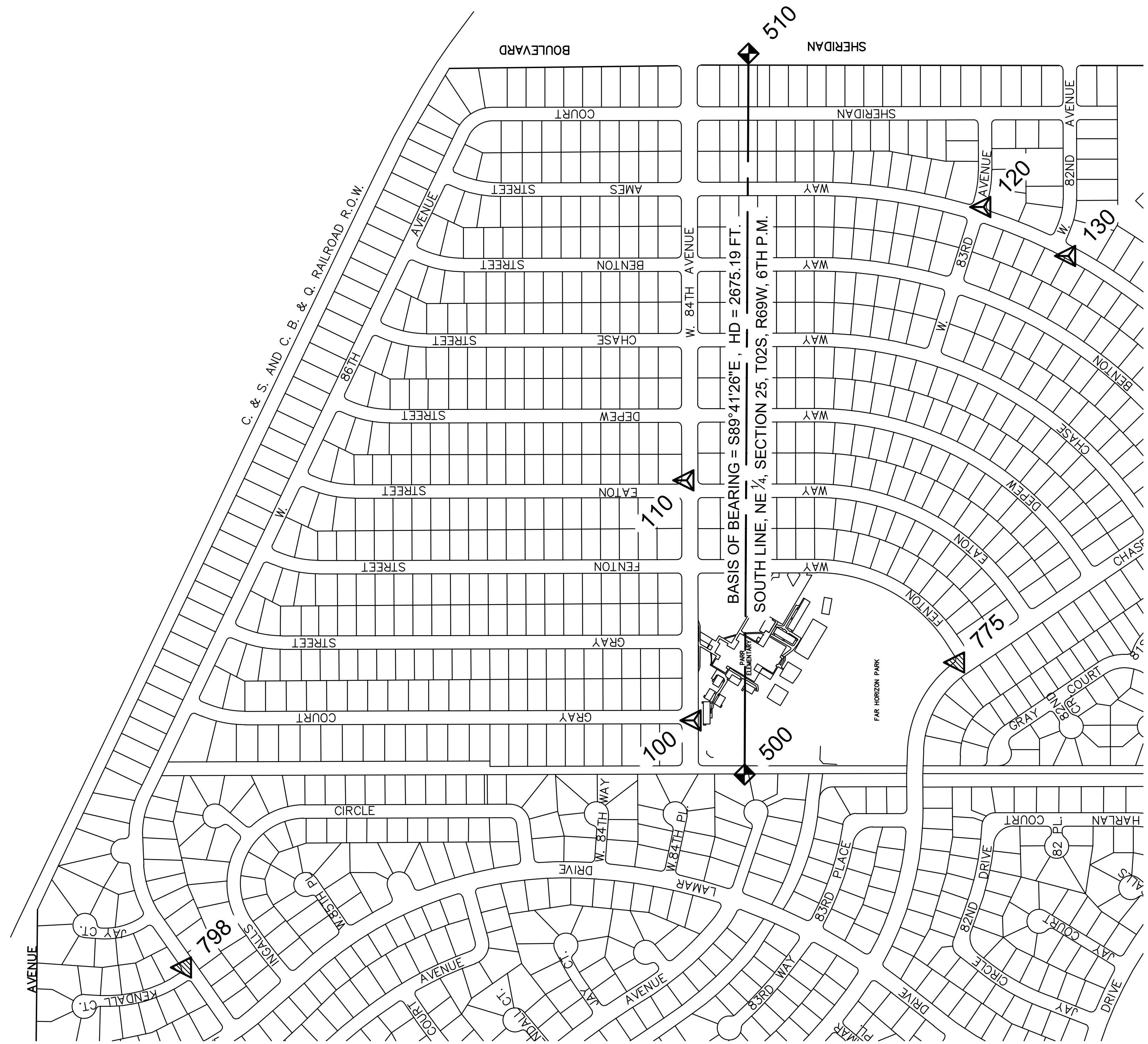
Survey Control Diagram
For Far Horizons Location Only
2025 WATER MAIN REPLACEMENT
Project 25-WA-01

Section 25, Township 2 South, Range 69 West, of the 6th Principle Meridian, City of Arvada, County of Jefferson, State of Colorado

Sheet 3 of 3



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Scale 1" = 500'

LEGEND:

(diamond symbol)	=	Section, Quarter, and Sixteenth Corners
(triangle symbol)	=	Control Point set by the City of Arvada
(hatched triangle symbol)	=	City of Arvada Bench Mark

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CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
SURVEY CONTROL DIAGRAM

ENGINEER
KS
CHECKED BY
DS
DESIGN BY
DL

SHT **SC3**

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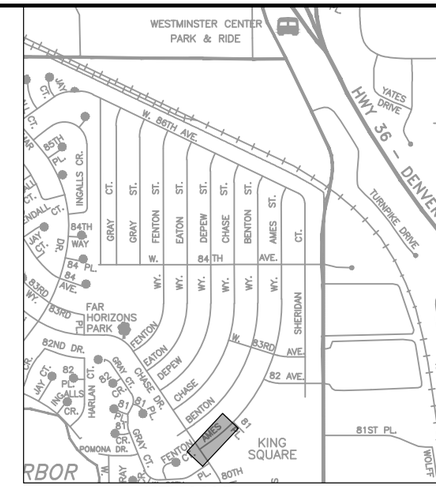
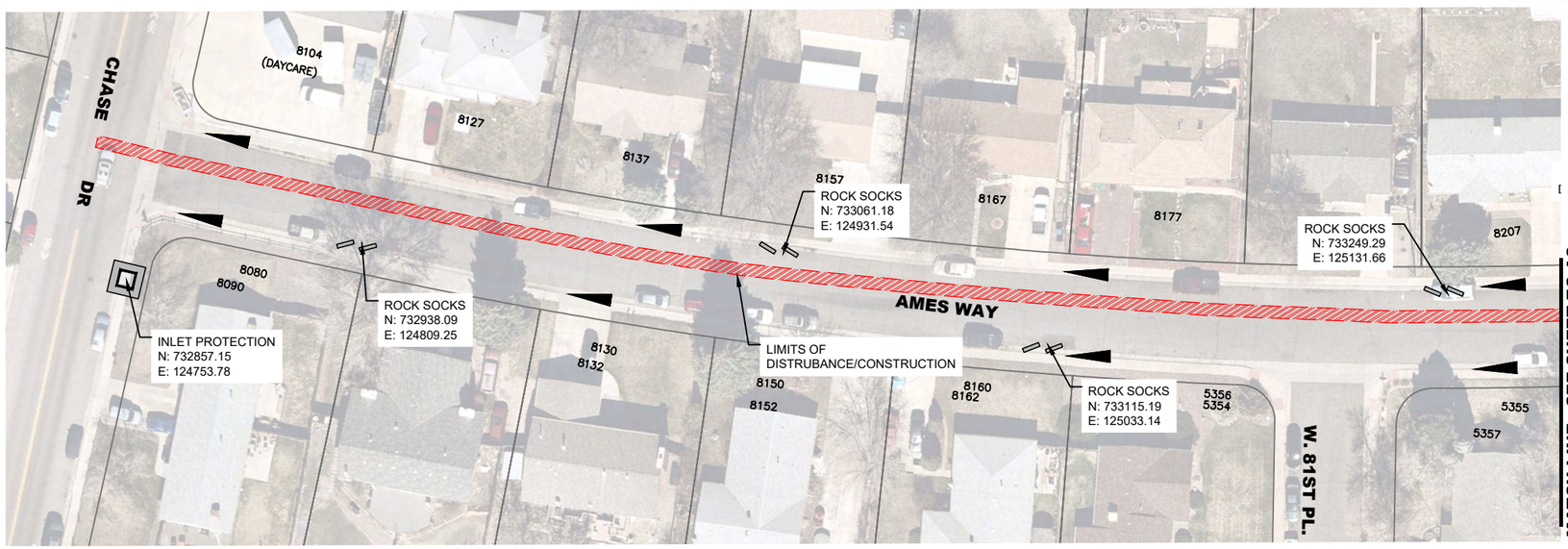


KEY MAP *(Not To Scale)*



– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.06 ACRES

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
AMES WAY
EROSION CONTROL

ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-A1**

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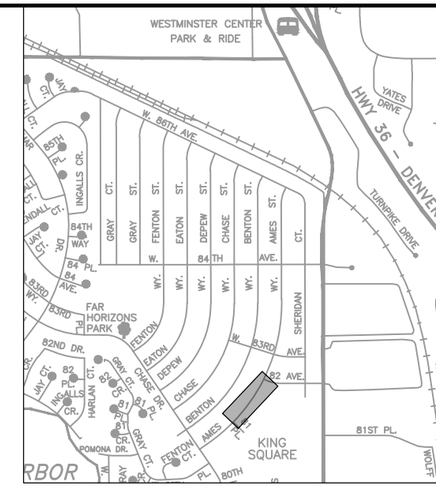

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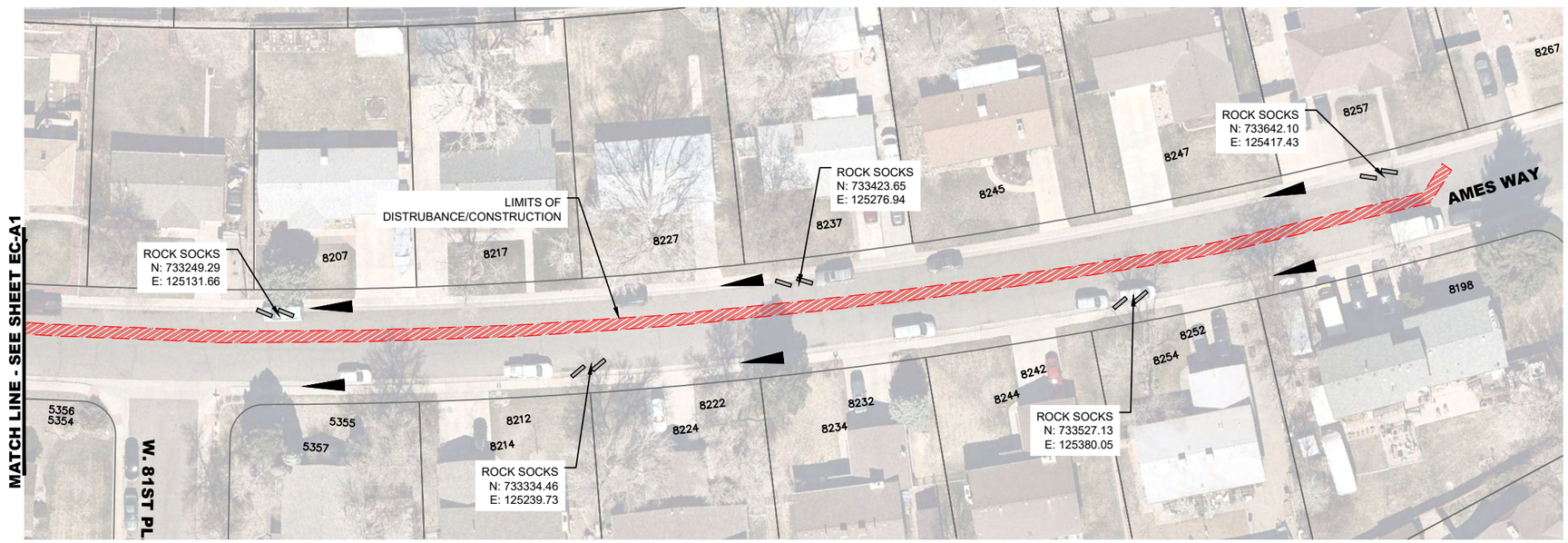

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0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
AMES WAY
EROSION CONTROL

ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-A2**

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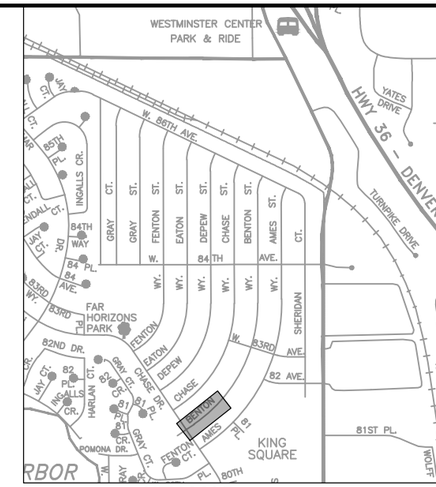
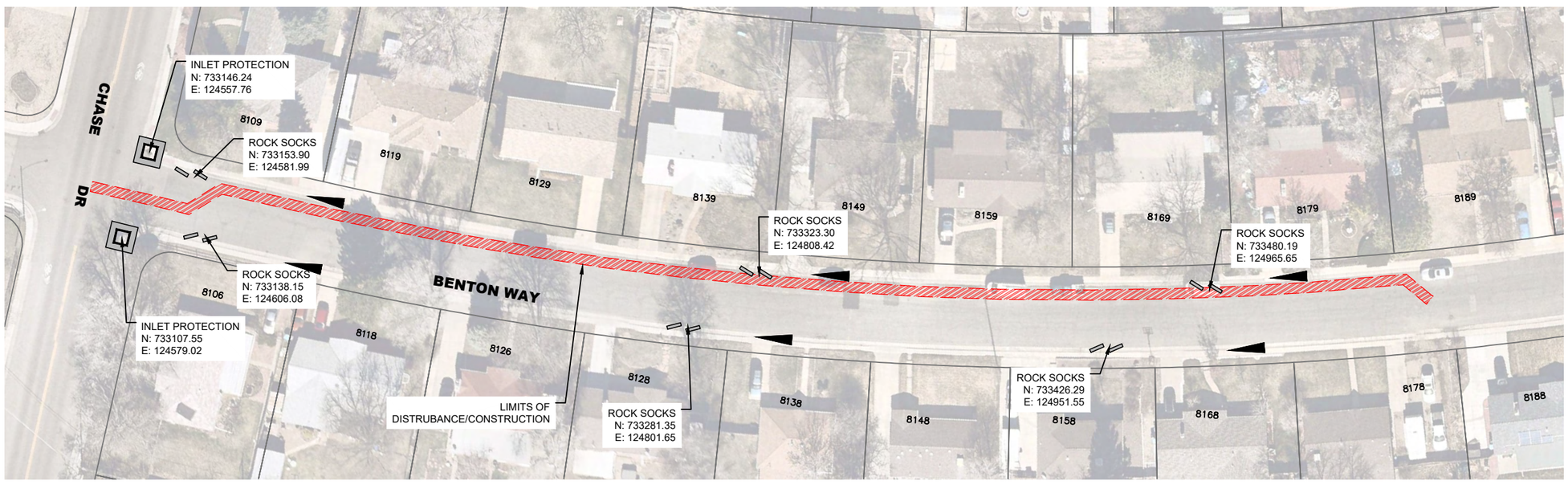


KEY MAP *(Not To Scale)*



– FLOW ARROWS

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0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 12/2/25 — Job Number: 25WA01

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CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
BENTON WAY
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-A3**

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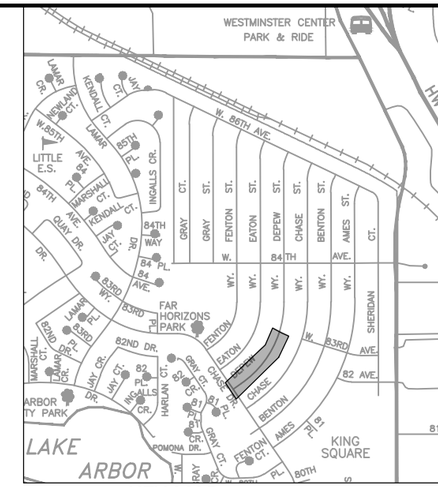

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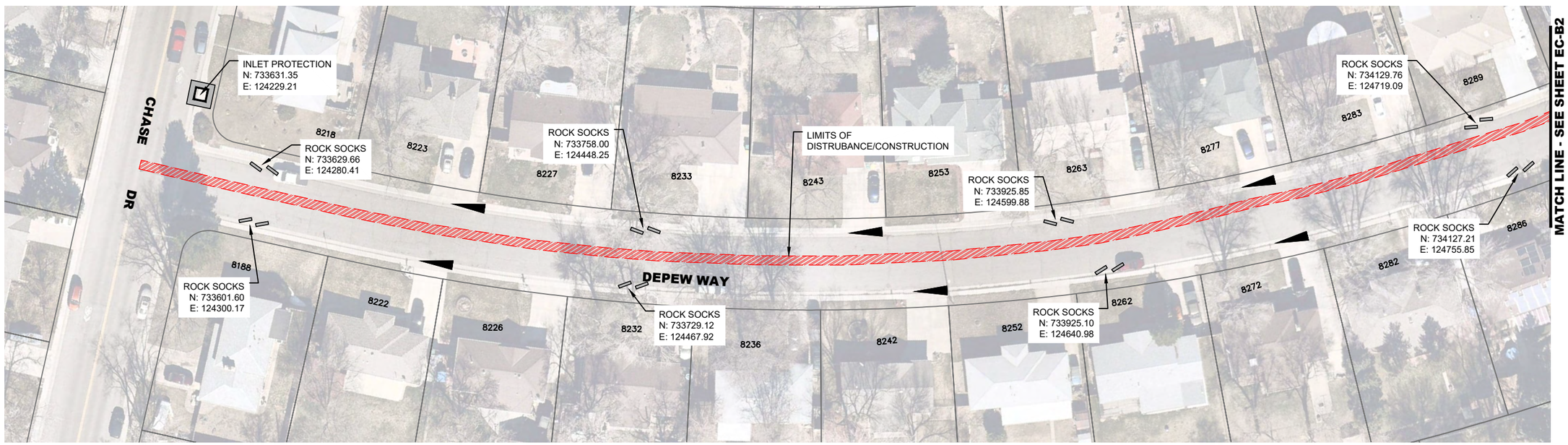

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SCALE: 1"=60'

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NOTES:

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2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.07 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	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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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

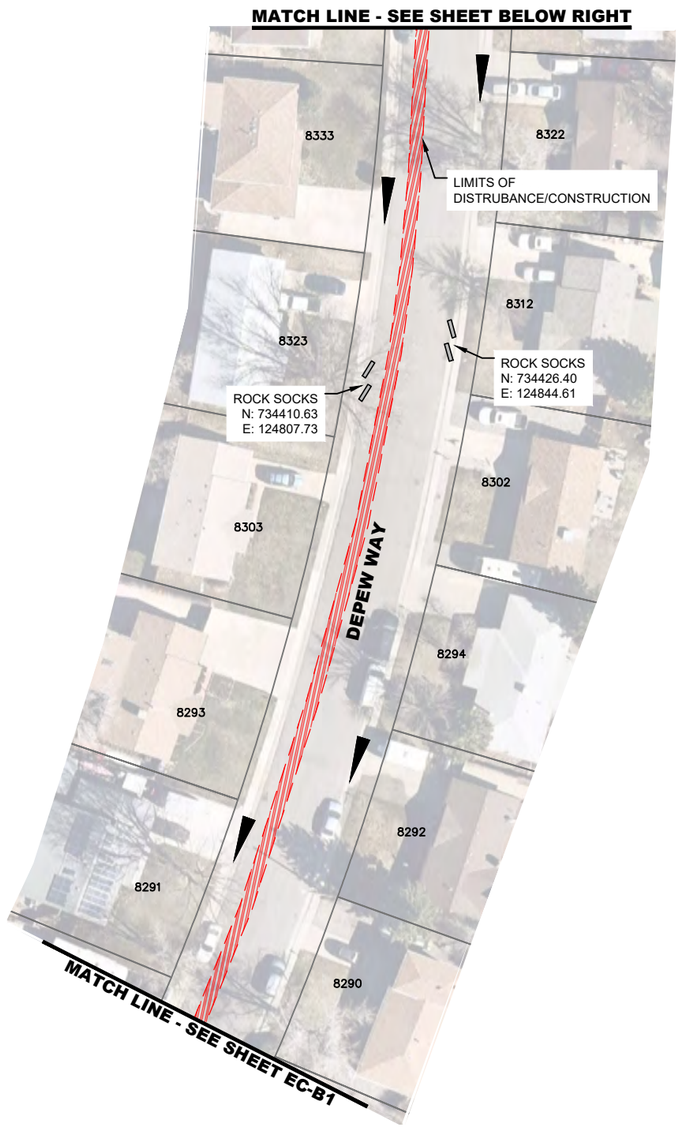
CITY OF ARVADA

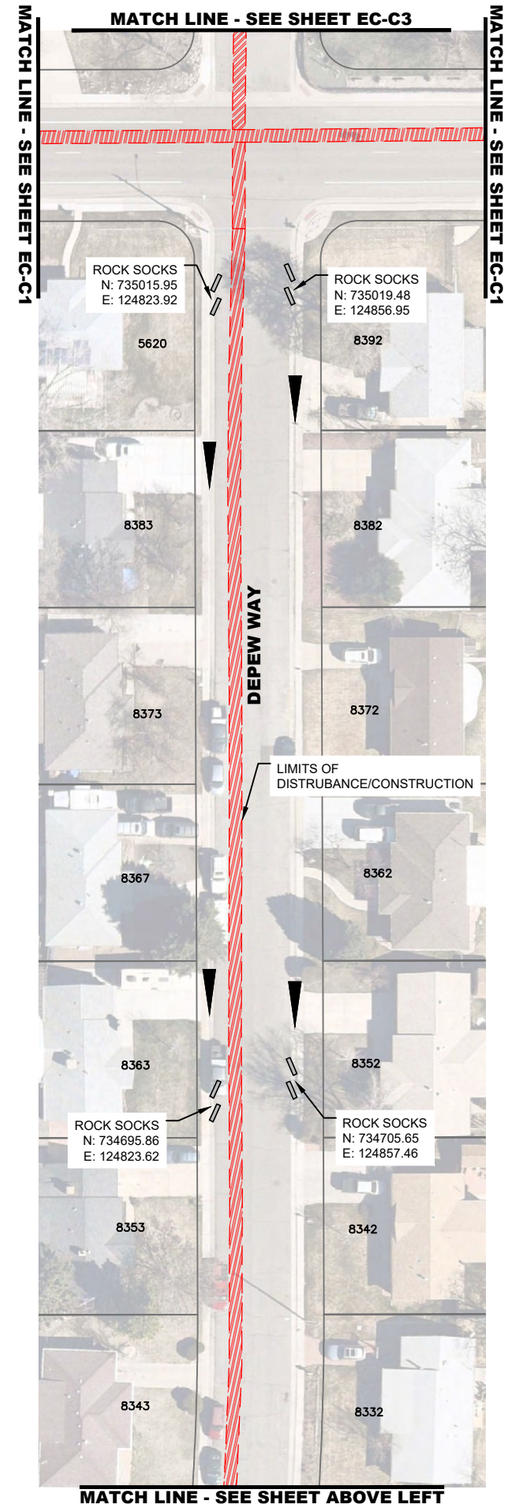
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
DEPEW WAY
EROSION CONTROL

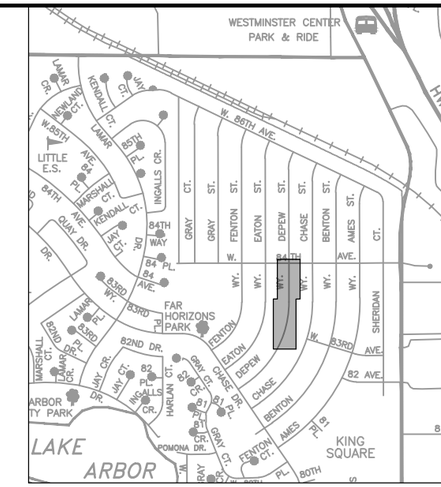
ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-B1**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase B.dwg , Plot Date: 11/19/2025







KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.13 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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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

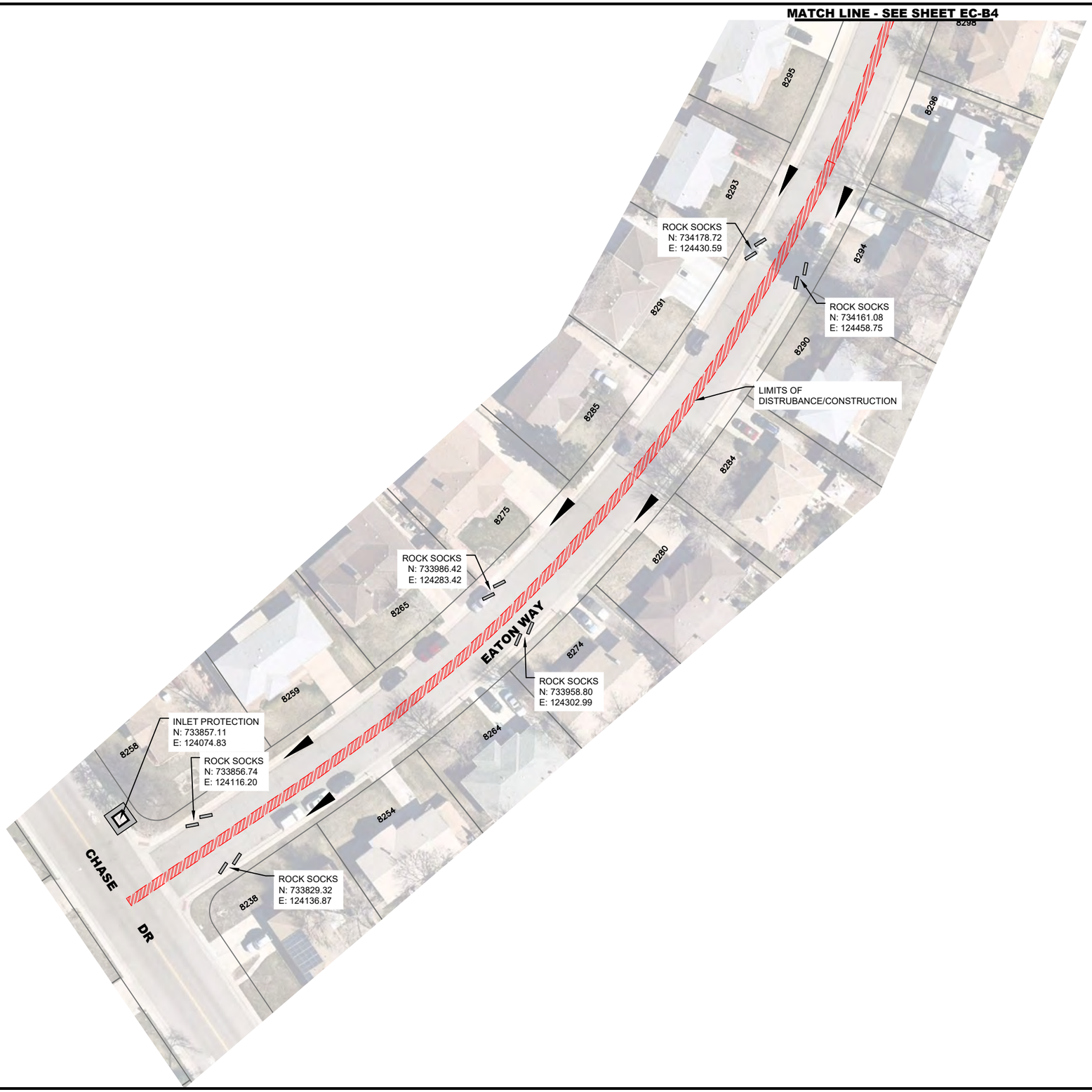
CITY OF ARVADA

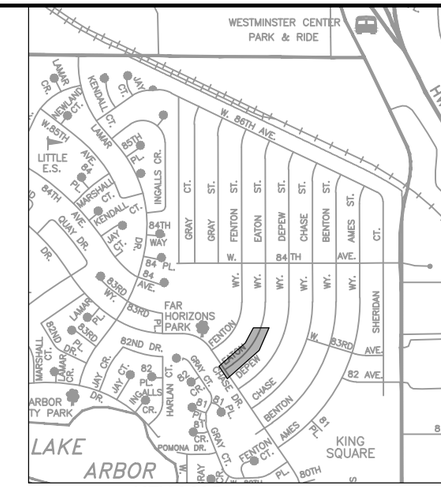
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
DEPEW WAY
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-B2**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase B.dwg , Plot Date: 11/20/2025





KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.07 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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

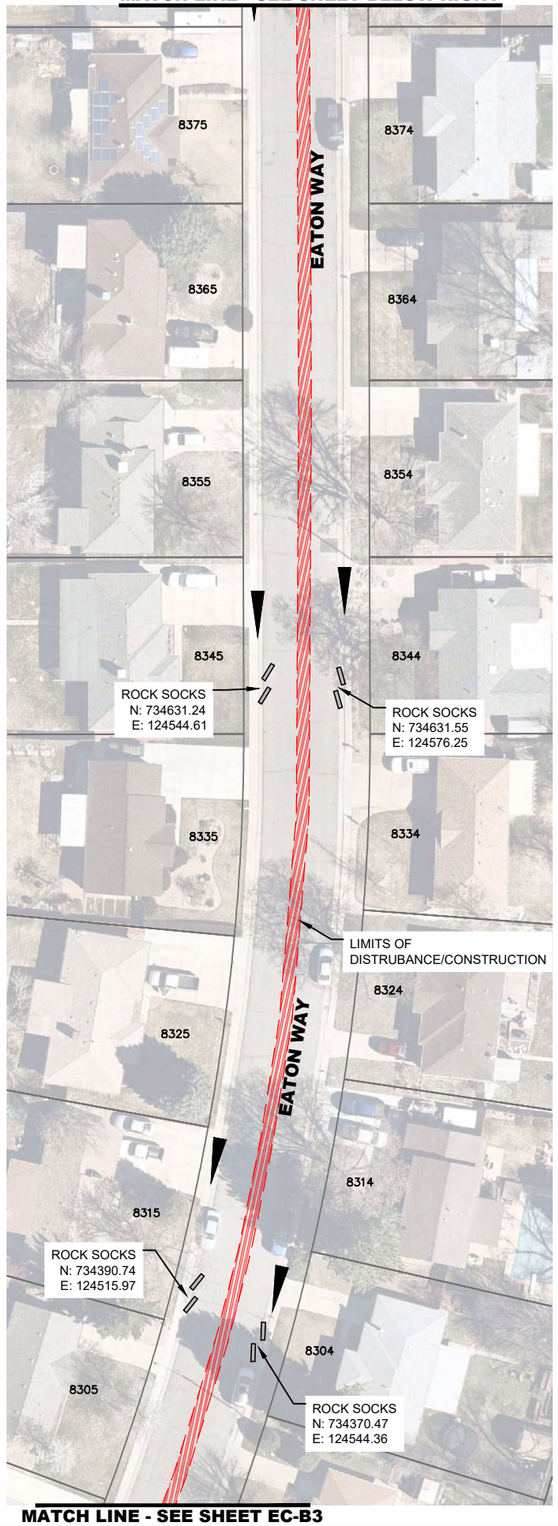
CITY OF ARVADA

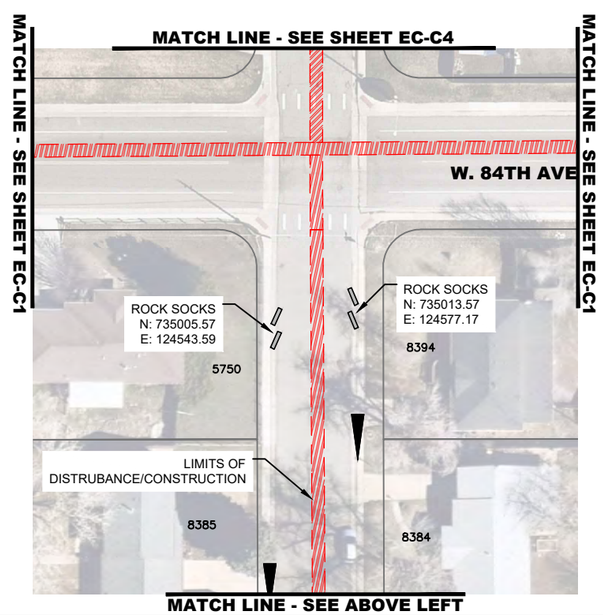
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
EATON WAY
EROSION CONTROL

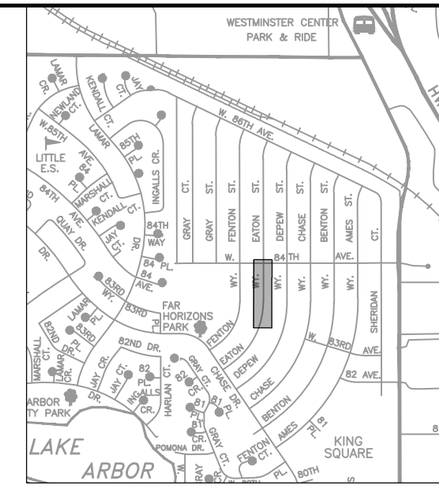
ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-B3**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase B.dwg , Plot Date: 11/20/2025







KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.09 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date 12/2/25	Job Number 25WA01

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.

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Public Works Department
Engineering Division
8101 Ralston Road
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CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
EATON WAY
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-B4**

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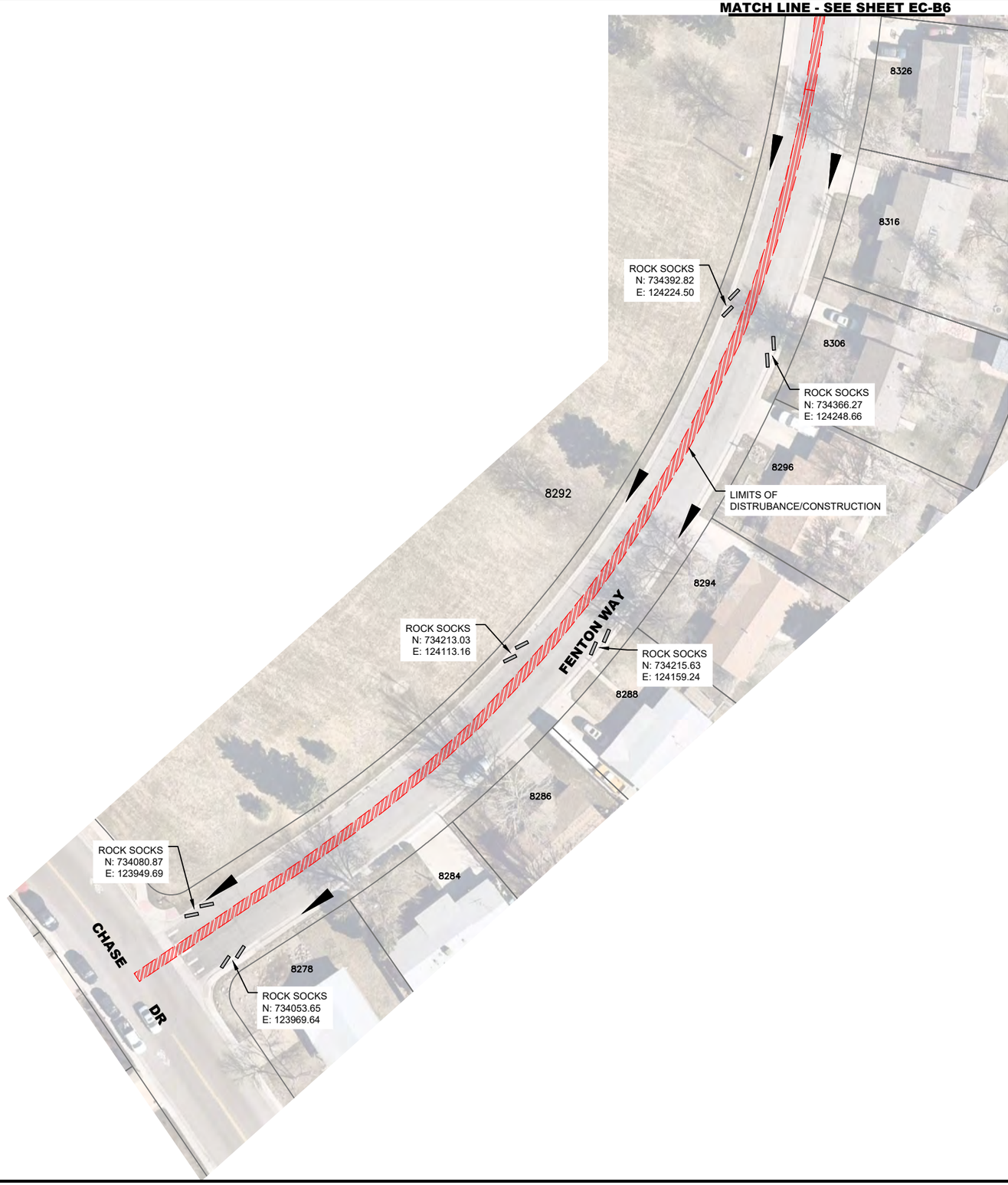
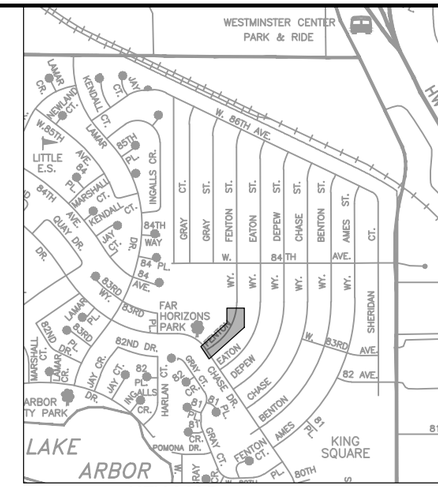
MATCH LINE - SEE SHEET EC-B6





KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.07 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date 12/2/25	Job Number 25WA01

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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

CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
FENTON WAY
EROSION CONTROL

ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-B5**

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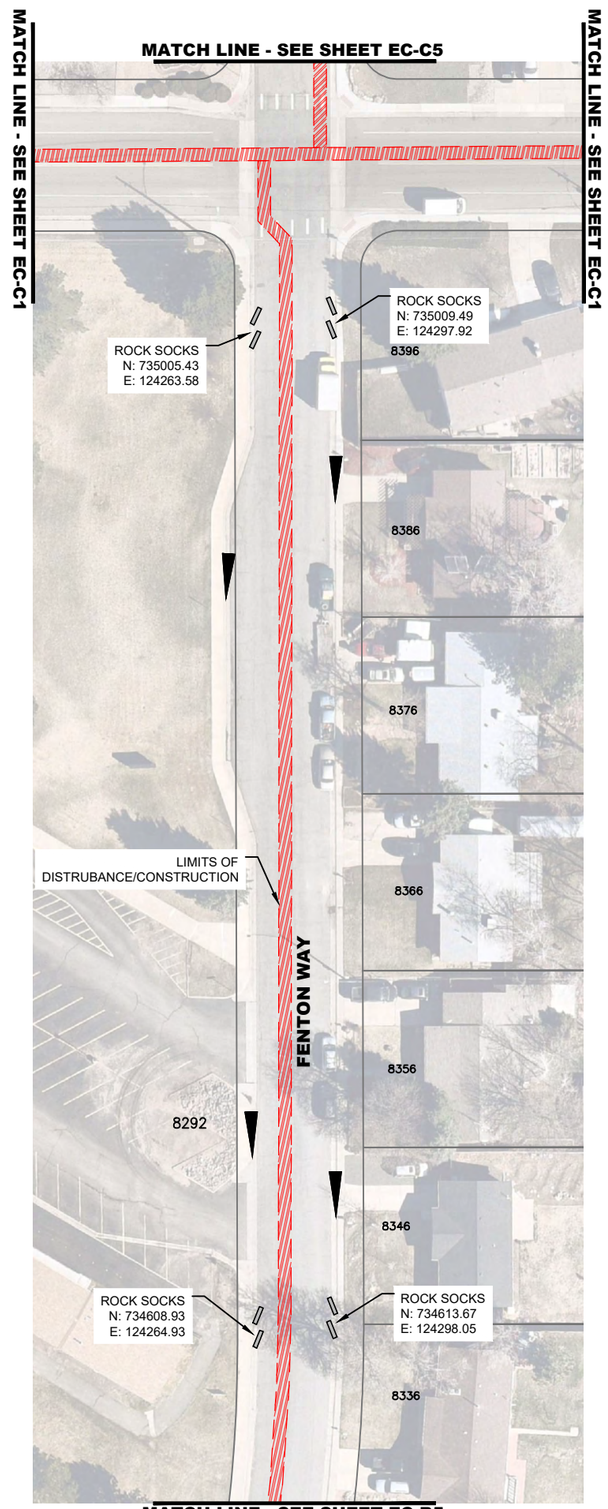

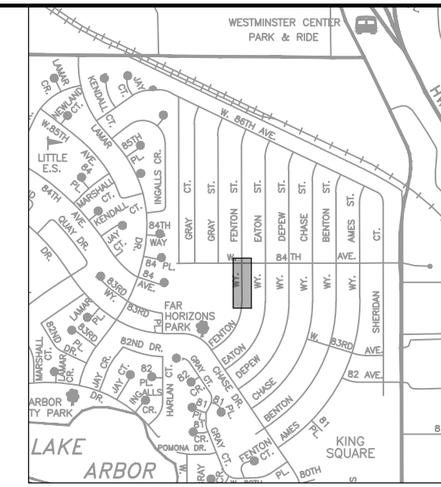

KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.06 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date	Job Number
	12/2/25	25WA01

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

CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
FENTON WAY
EROSION CONTROL

ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-B6**

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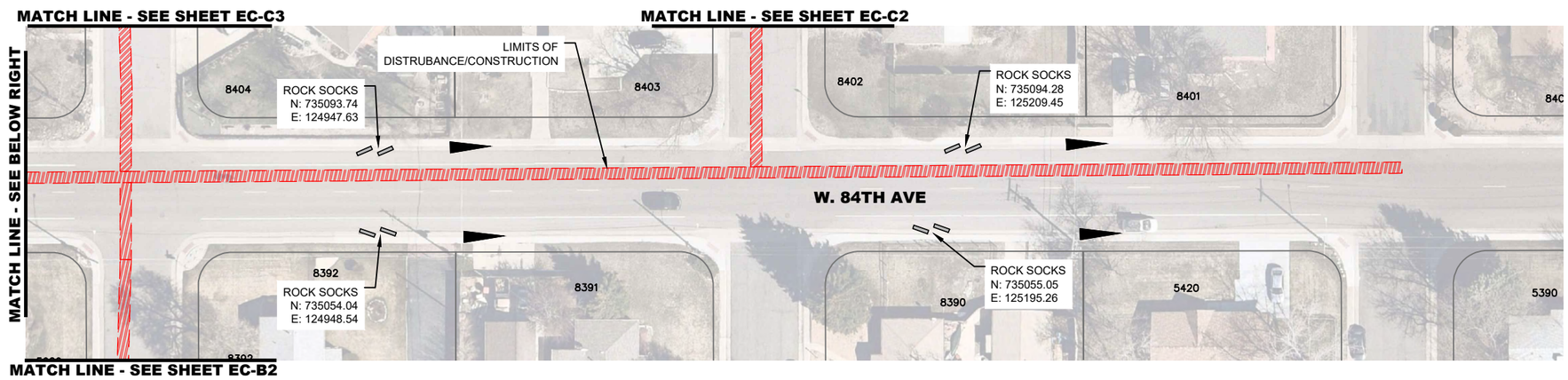

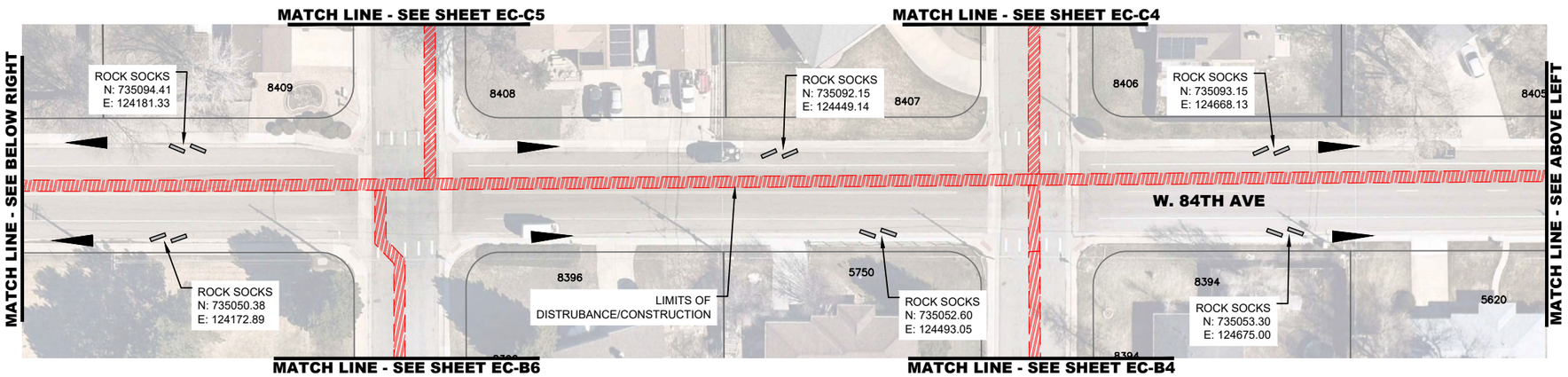

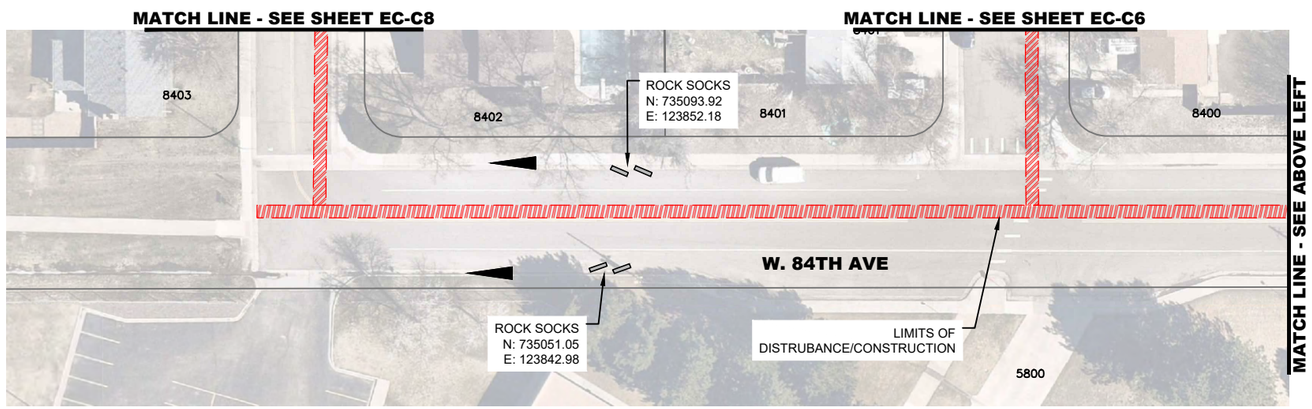

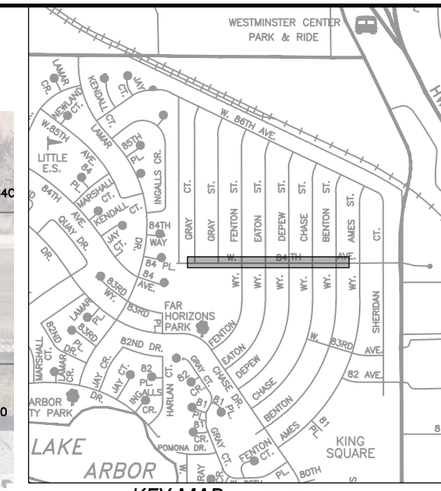

KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.21 ACRES

– FLOW ARROWS

– ROCK SOCKS

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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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

CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 84TH AVE
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-C1**

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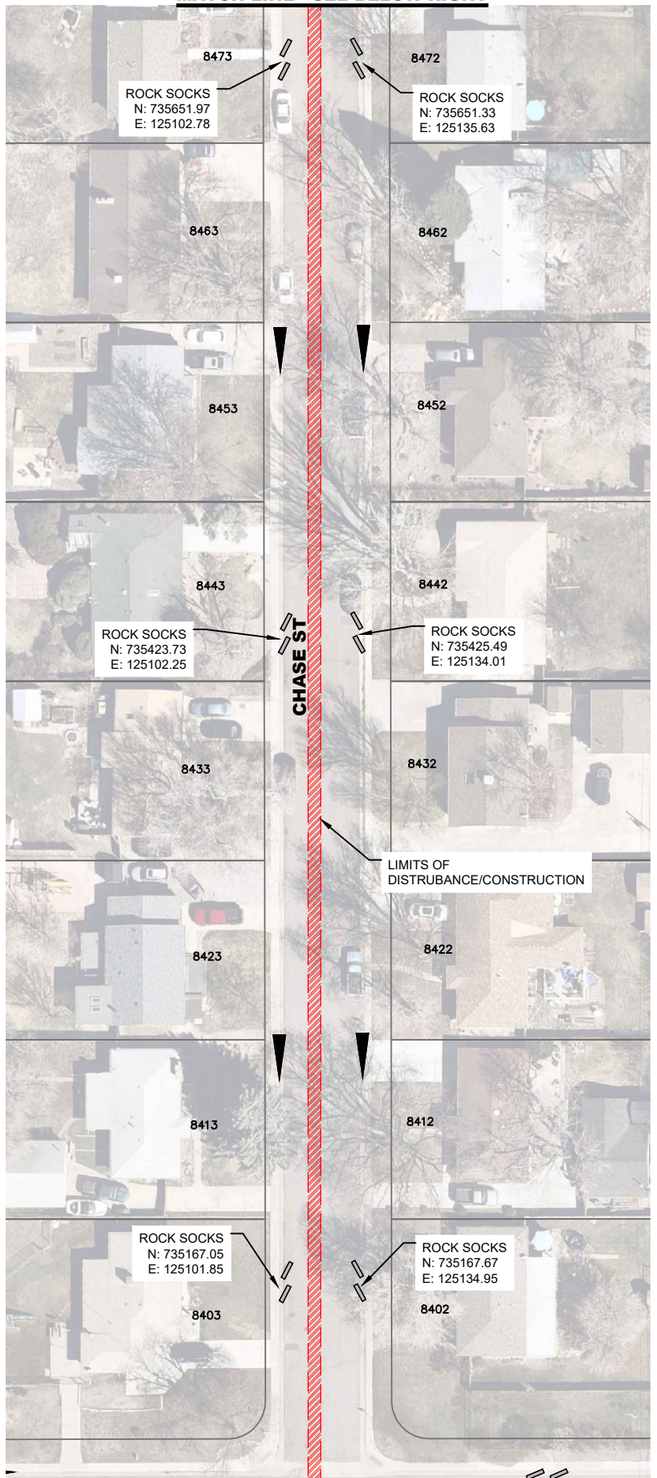

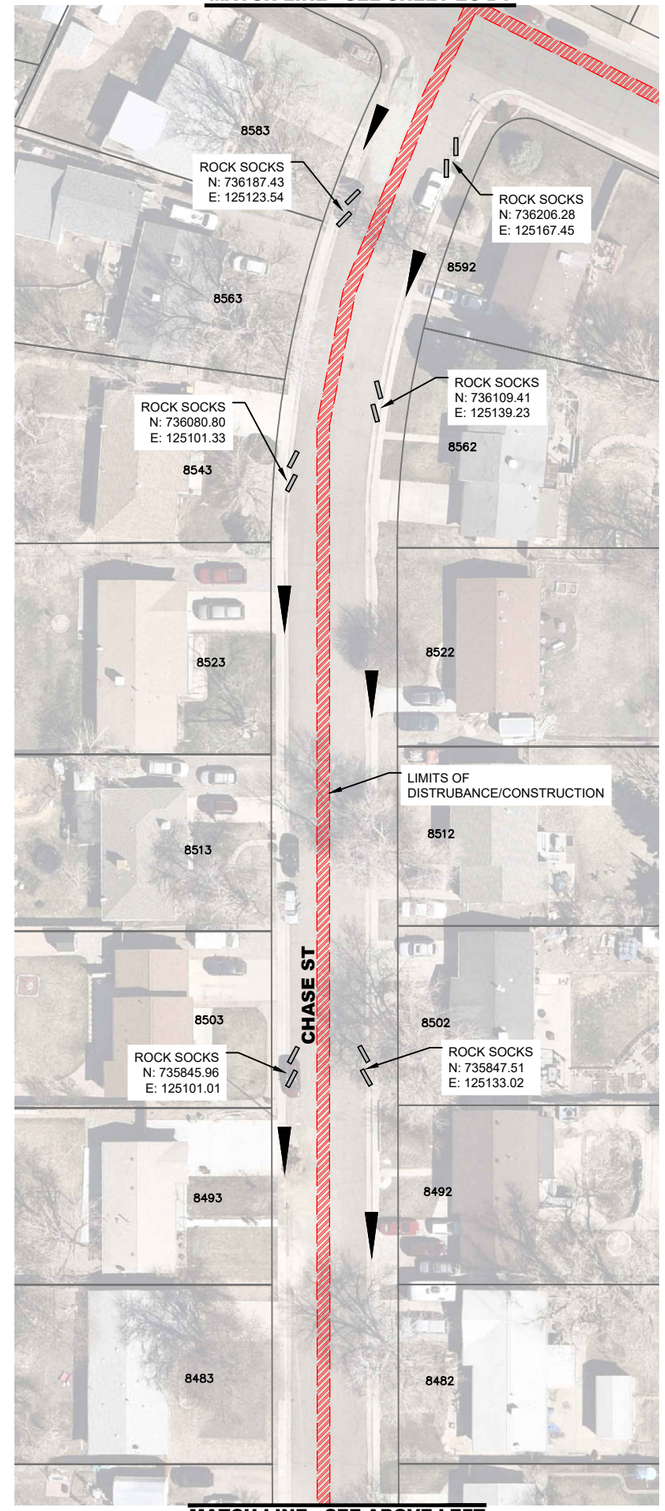

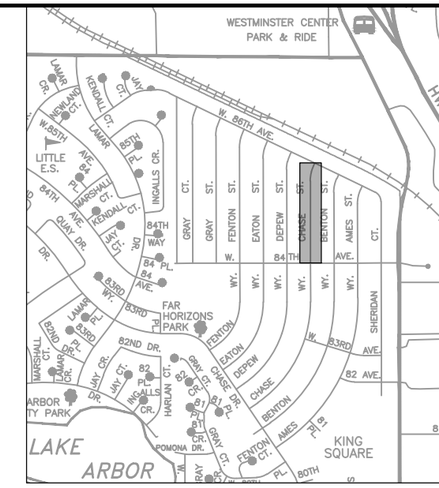

KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.13 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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

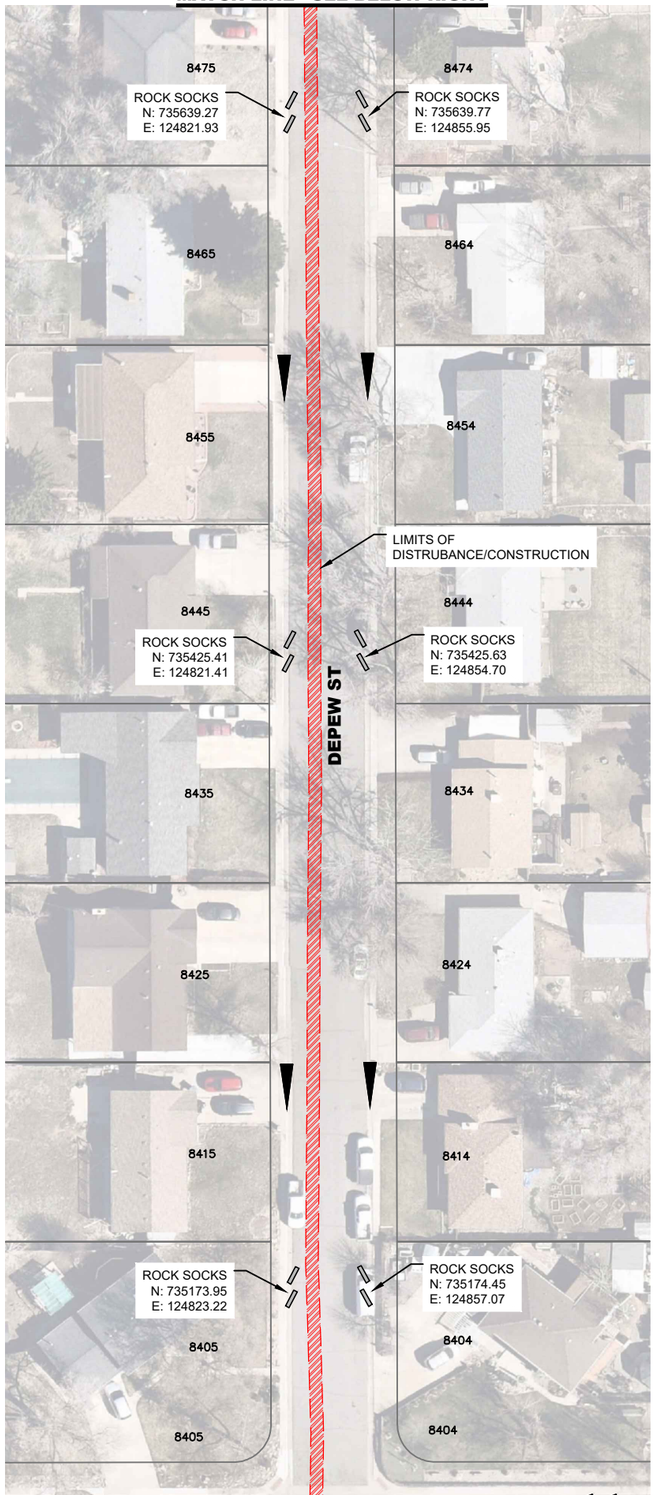
CITY OF ARVADA

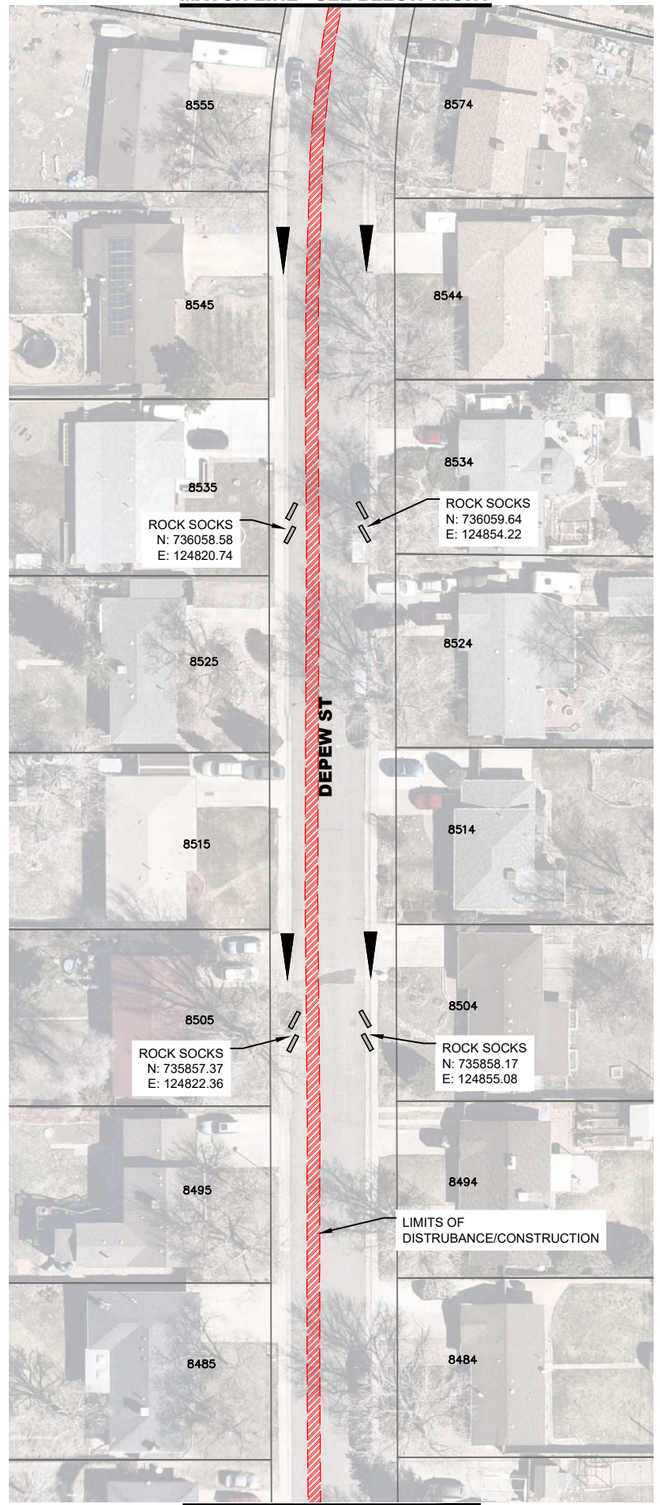
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
CHASE STREET
EROSION CONTROL

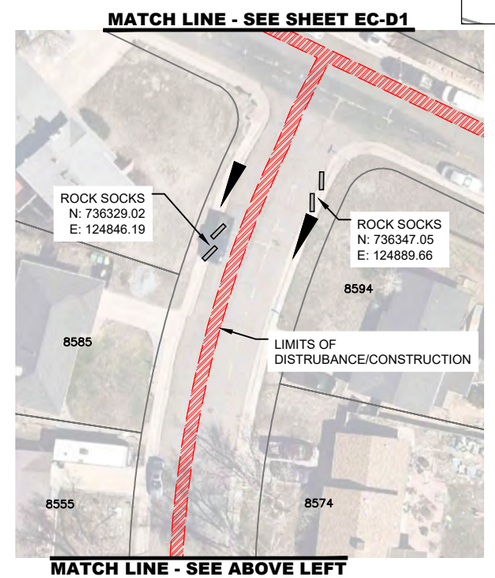
ENGINEER
KS
CHECKED BY
JM
DESIGN BY

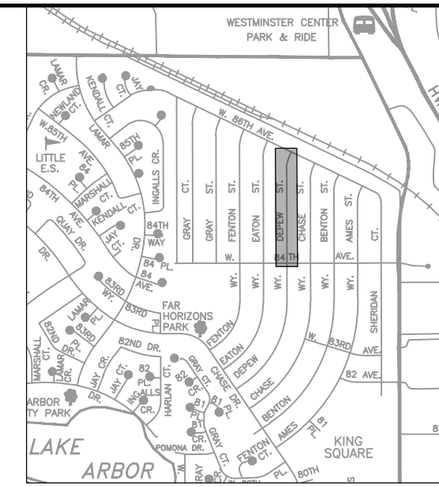
SHT **EC-C2**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase C1.dwg , Plot Date: 11/20/2025









KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

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2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.15 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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

CITY OF ARVADA

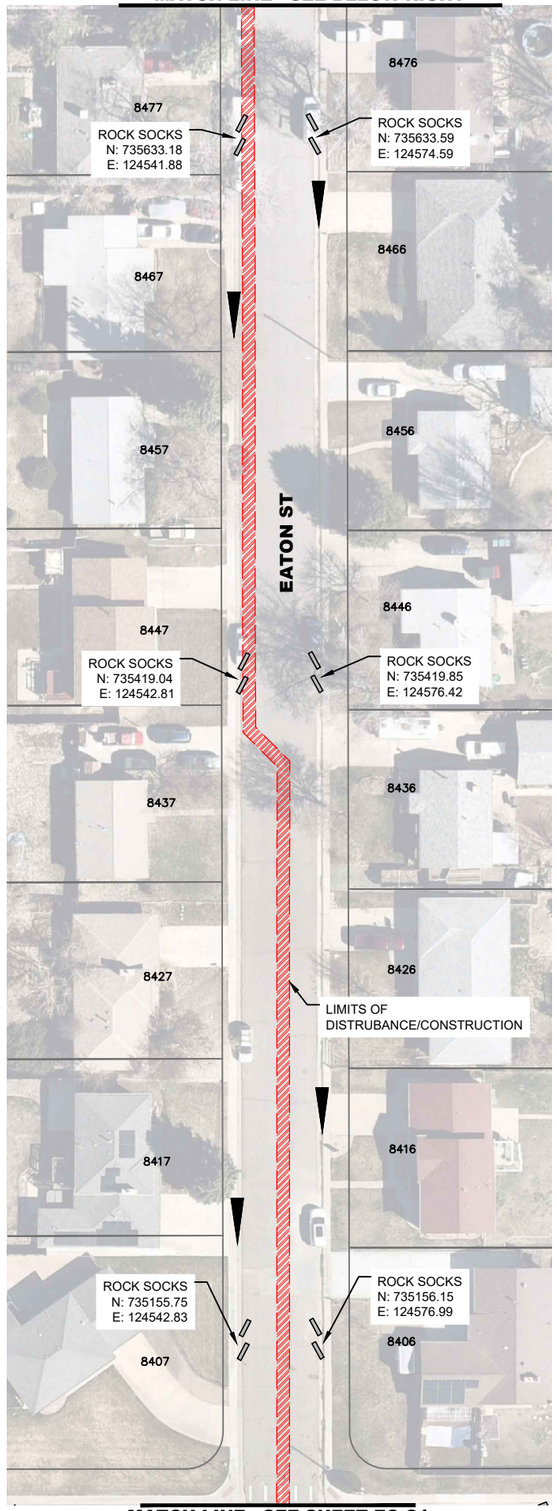
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
DEPEW STREET
EROSION CONTROL

ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-C3**

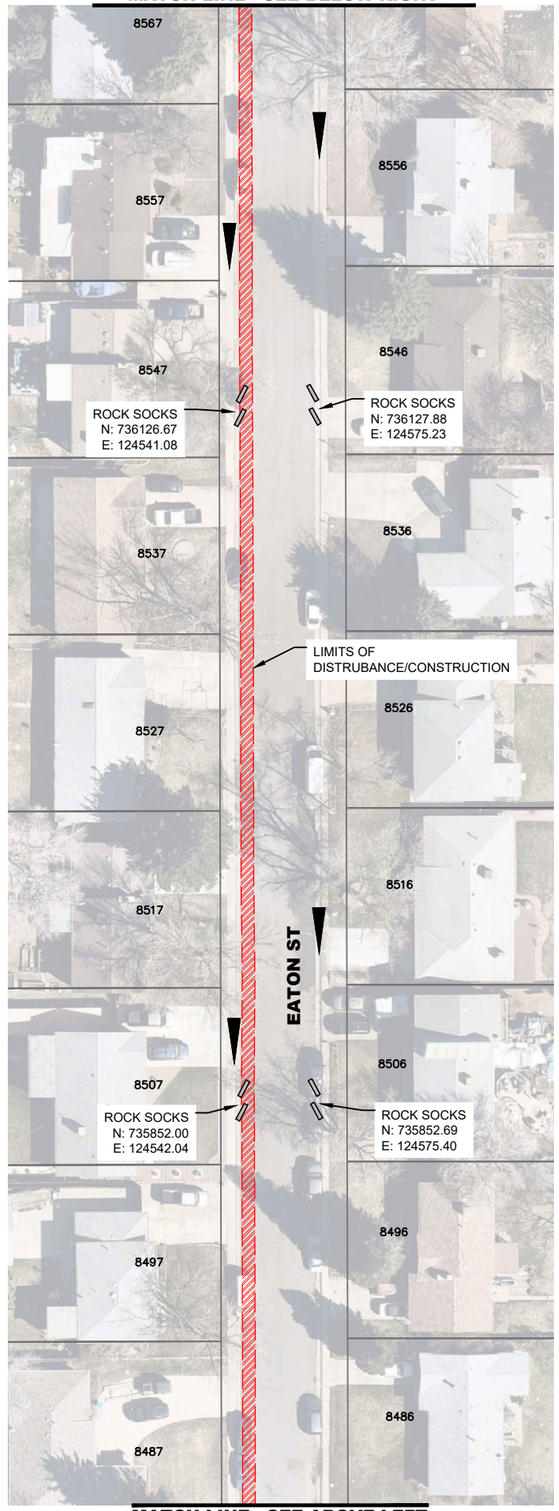
G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase C1.dwg , Plot Date: 11/20/2025

MATCH LINE - SEE BELOW RIGHT



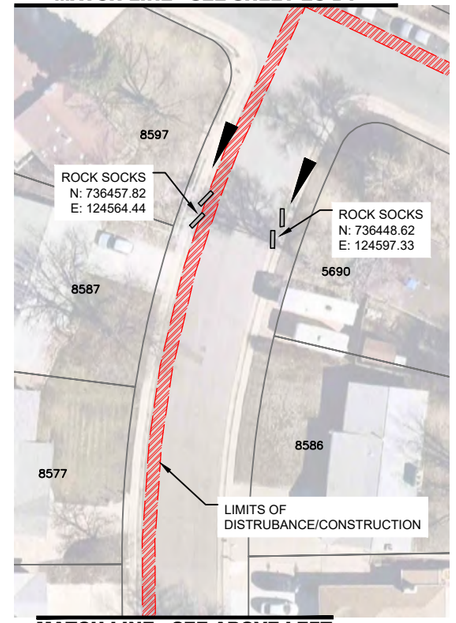
MATCH LINE - SEE SHEET EC-C1

MATCH LINE - SEE BELOW RIGHT



MATCH LINE - SEE ABOVE LEFT

MATCH LINE - SEE SHEET EC-D1



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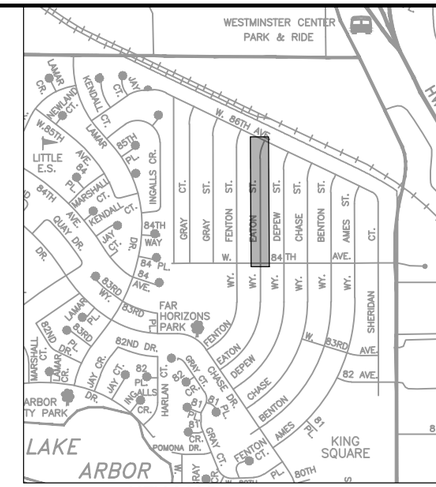

KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.17 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	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.

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

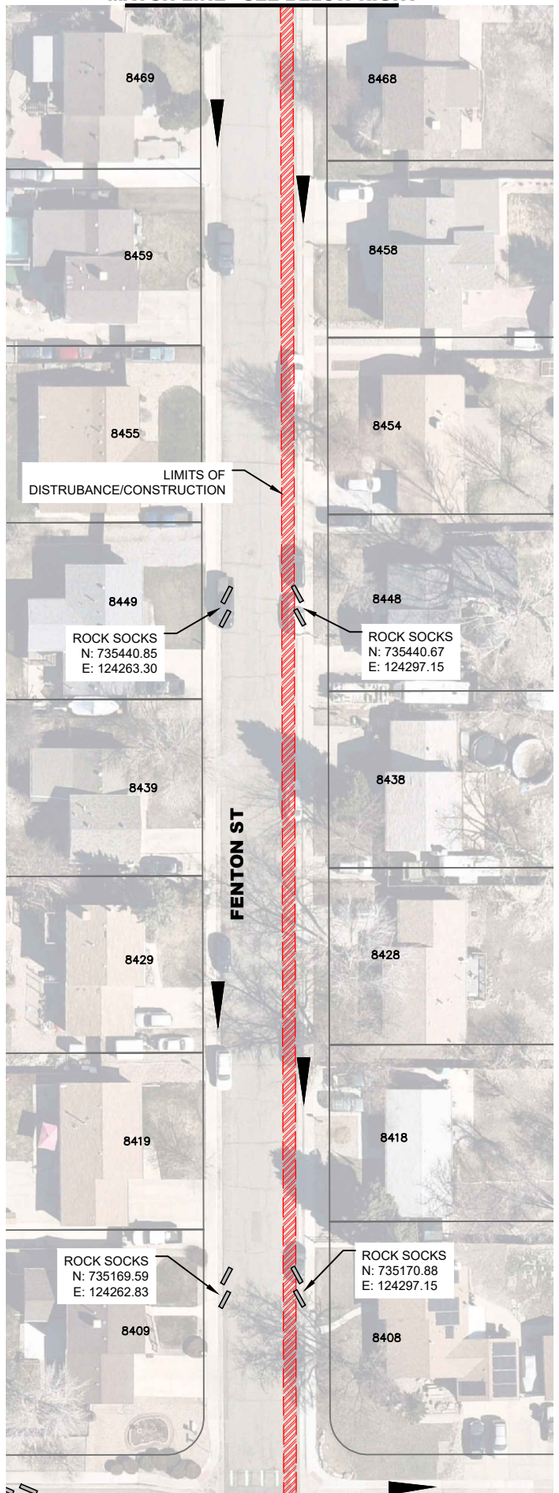
CITY OF ARVADA

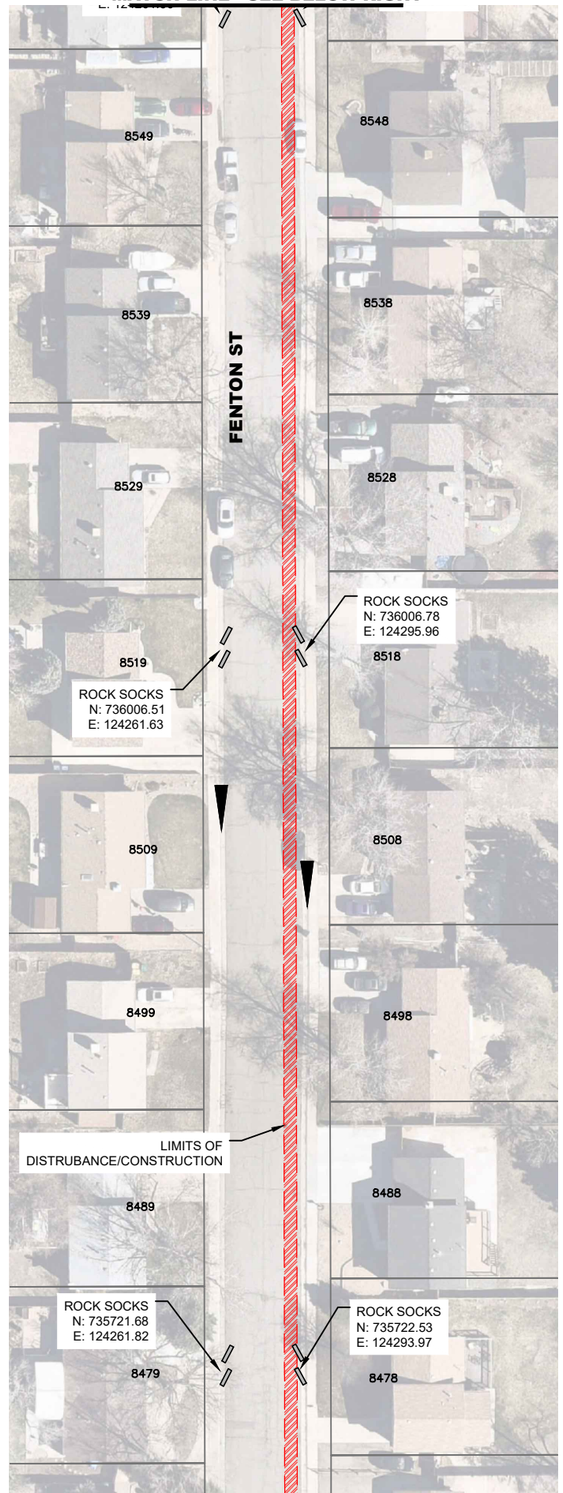
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
EATON WAY
EROSION CONTROL

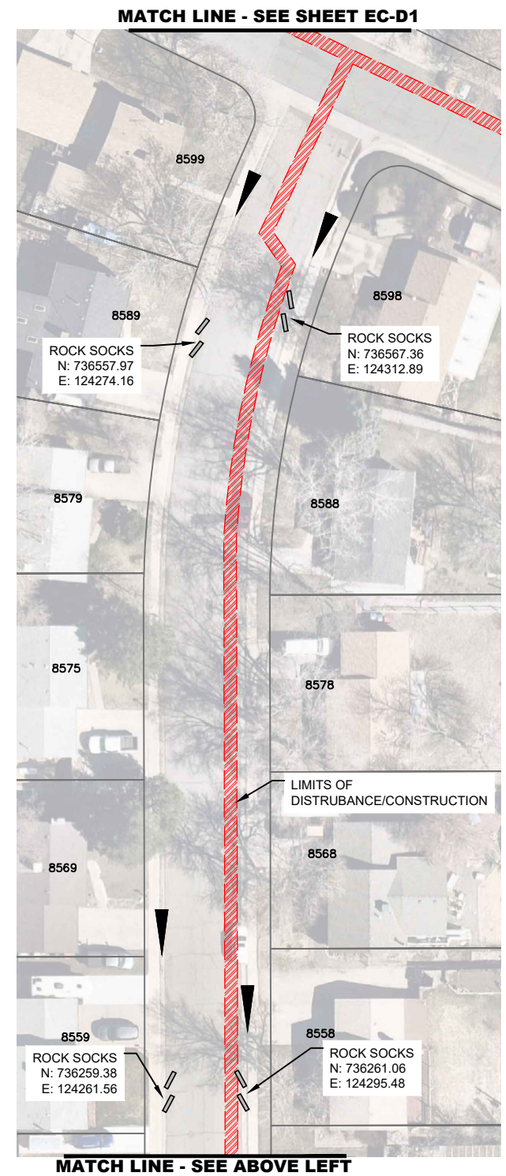
ENGINEER
KS
CHECKED BY
JM
DESIGN BY

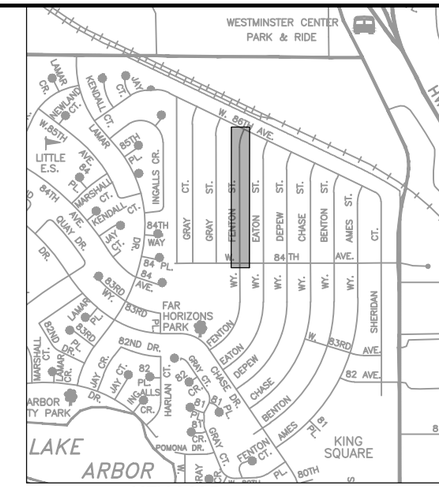
SHT **EC-C4**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase C1.dwg , Plot Date: 11/20/2025









KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS
3. LIMITS OF DISTURBANCE = 0.18 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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NO.	REVISION	DATE	BY
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Engineering Division
8101 Ralston Road
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Phone 720-898-7640

CITY OF ARVADA

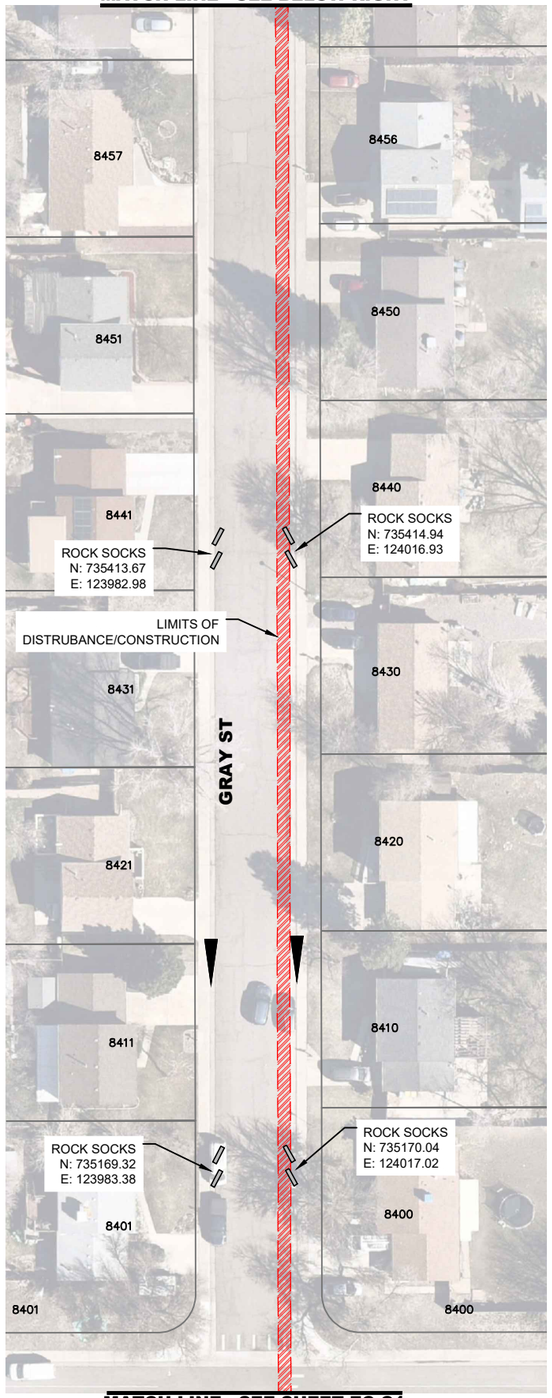
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
FENTON WAY
EROSION CONTROL

ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-C5**

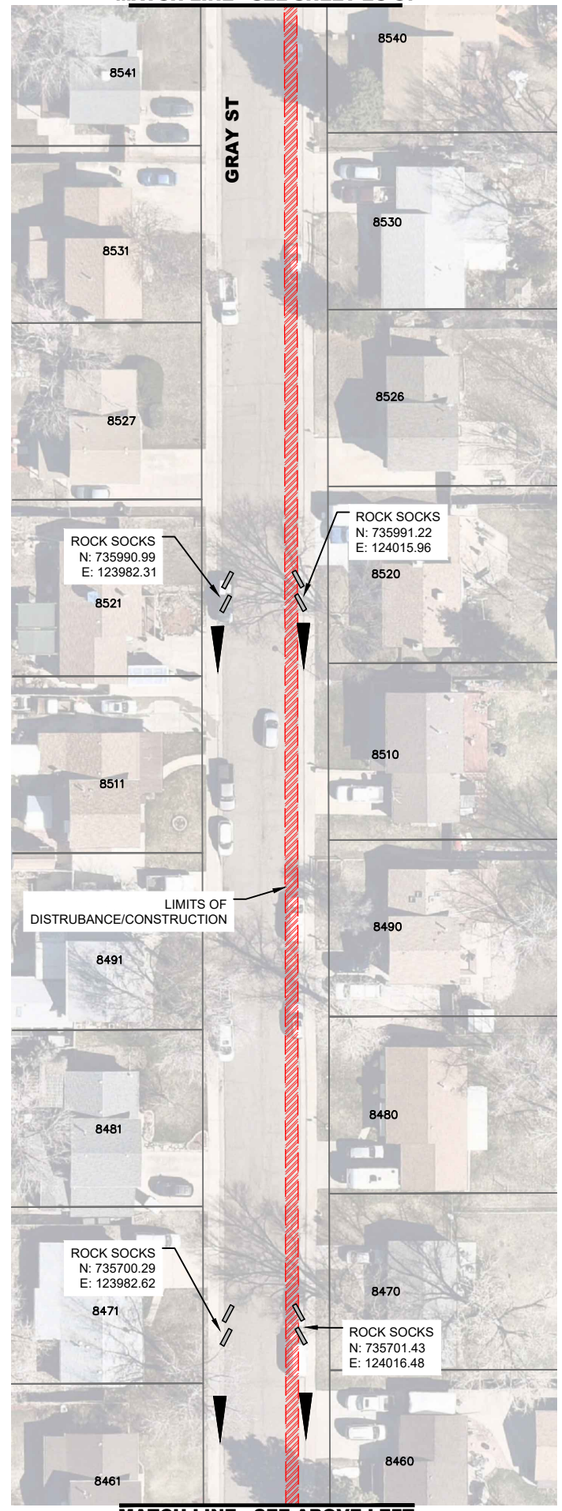
G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase C1.dwg , Plot Date: 11/20/2025

MATCH LINE - SEE BELOW RIGHT



MATCH LINE - SEE SHEET EC-C1

MATCH LINE - SEE SHEET EC-C7



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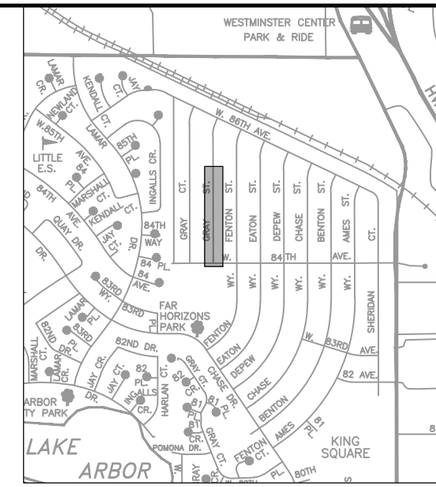

KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

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2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.12 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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Engineering Division
8101 Ralston Road
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Phone 720-898-7640

CITY OF ARVADA

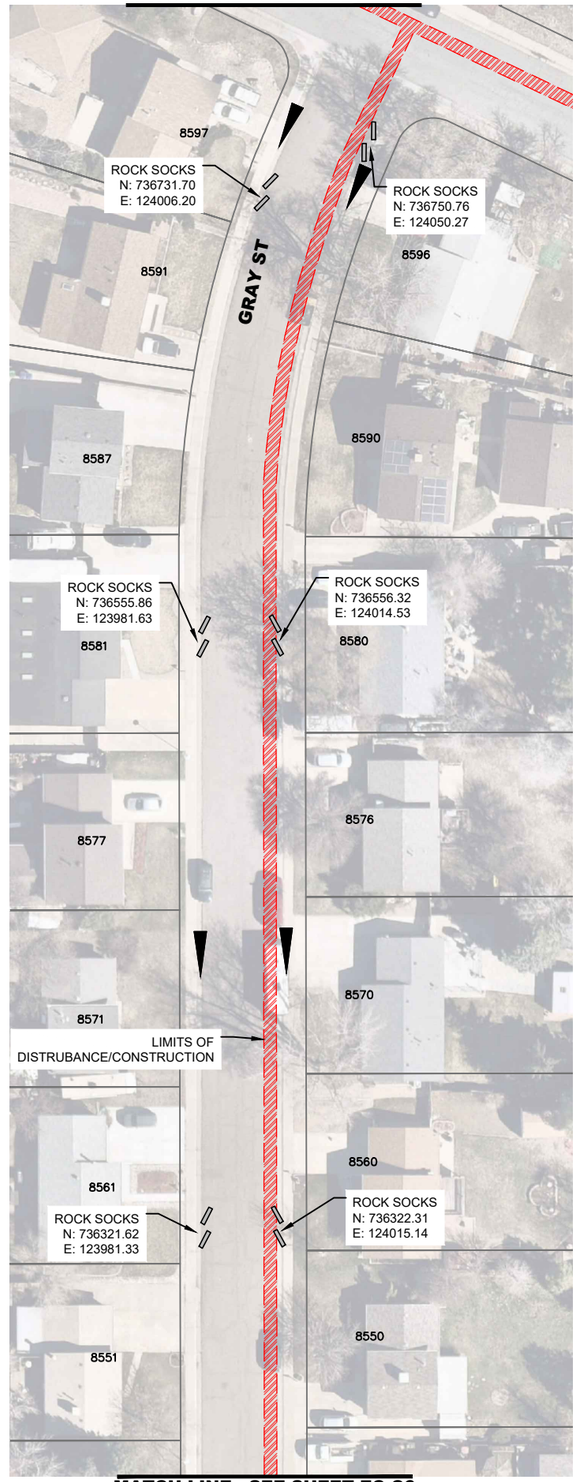
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
GRAY STREET
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT EC-C6

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase C2.dwg , Plot Date: 11/20/2025

MATCH LINE - SEE SHEET EC-D2



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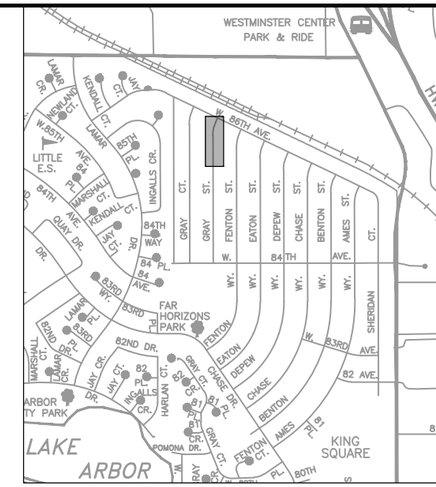

KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

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3. LIMITS OF DISTURBANCE = 0.08 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25 Date	25WA01 Job Number

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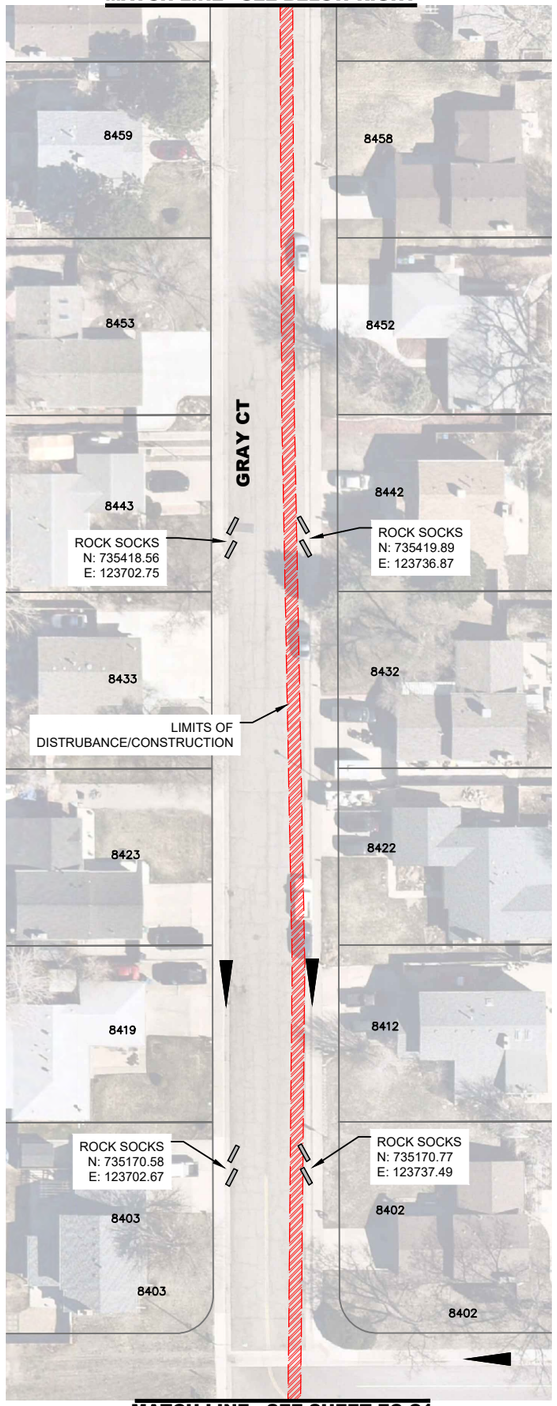
CITY OF ARVADA

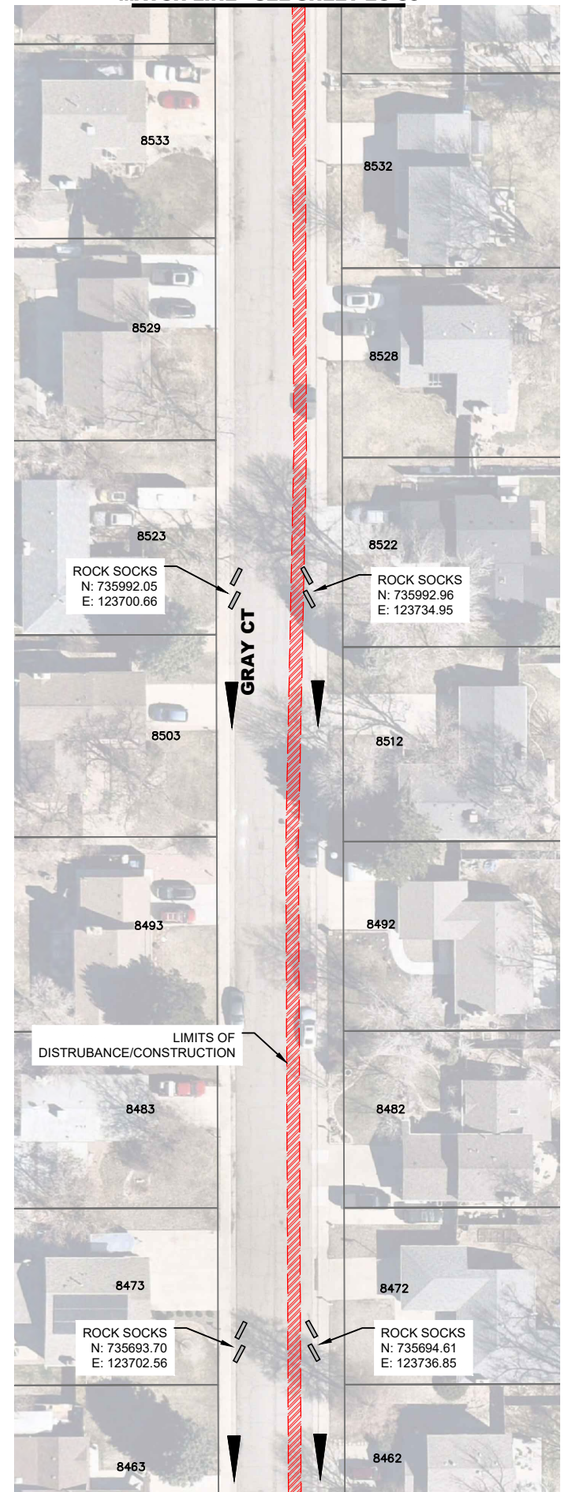
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
GRAY STREET
EROSION CONTROL

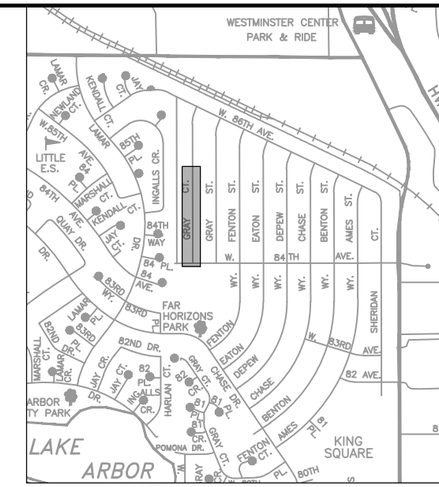
ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-C7**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase C2.dwg , Plot Date: 11/20/2025







KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

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3. LIMITS OF DISTURBANCE = 0.09 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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Engineering Division
8101 Ralston Road
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Phone 720-898-7640

CITY OF ARVADA

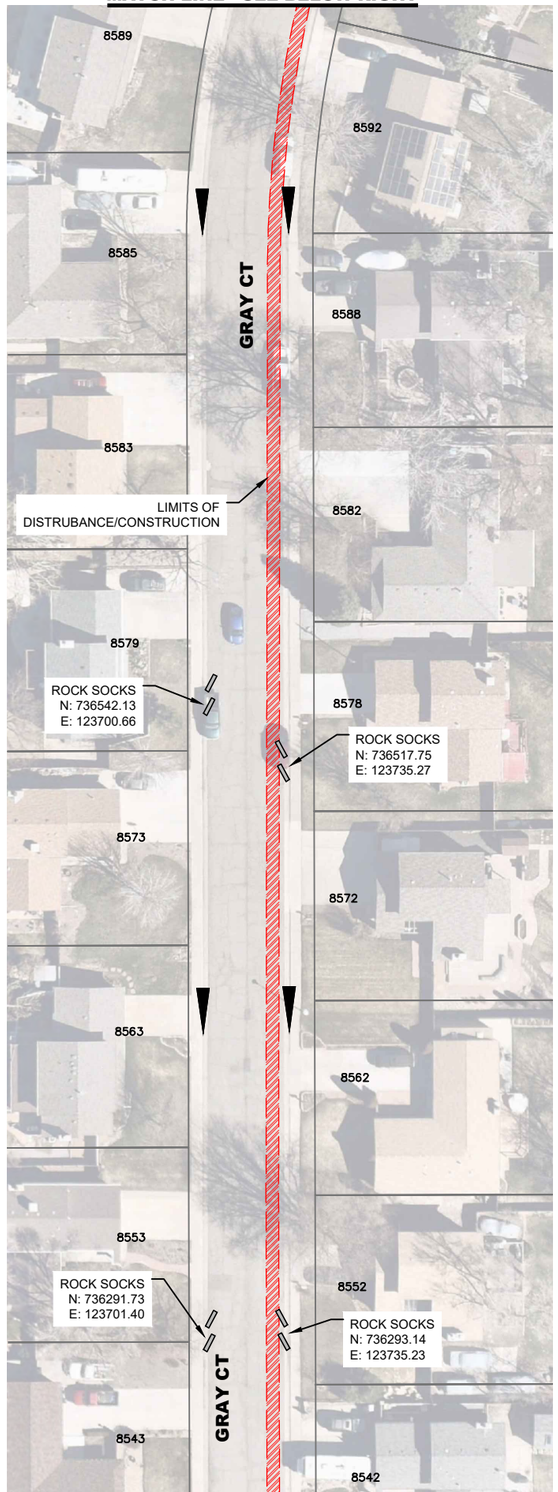
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
GRAY CT
EROSION CONTROL

ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-C8**

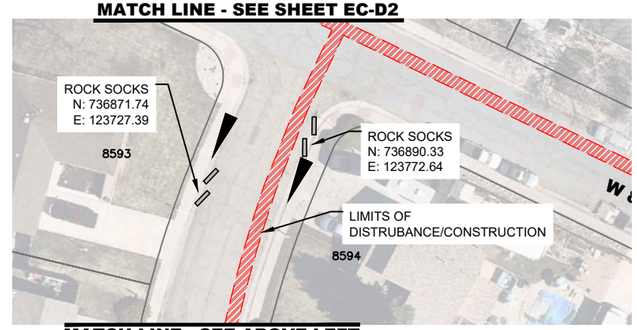
G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control – Phase C2.dwg , Plot Date: 11/20/2025

MATCH LINE - SEE BELOW RIGHT



MATCH LINE - SEE SHEET EC-C8

MATCH LINE - SEE SHEET EC-D2



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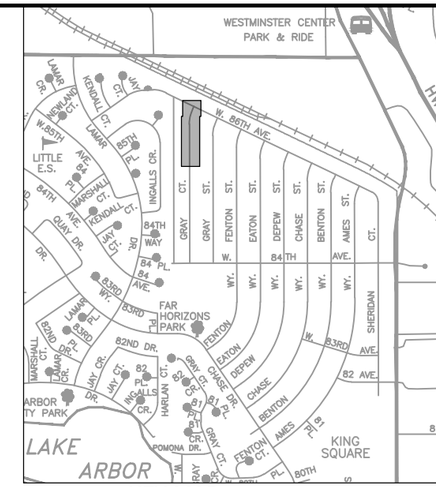

KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

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3. LIMITS OF DISTURBANCE = 0.12 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25 Date	25WA01 Job Number

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

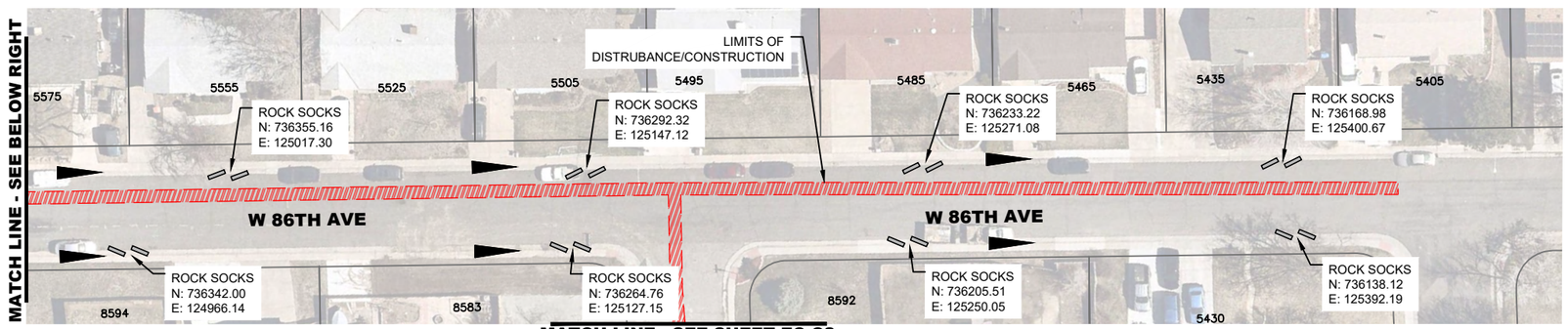
CITY OF ARVADA

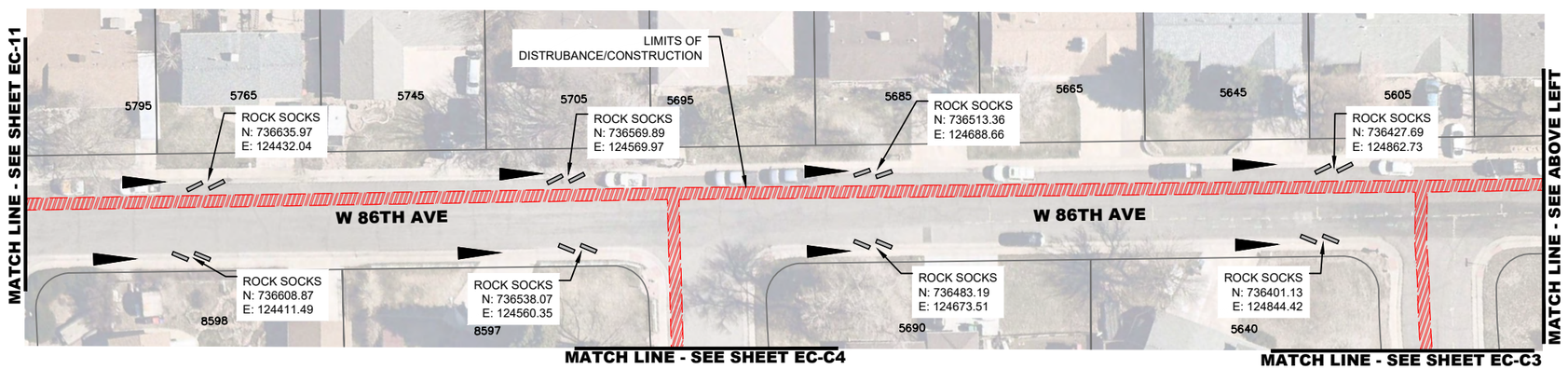
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
GRAY CT.
EROSION CONTROL

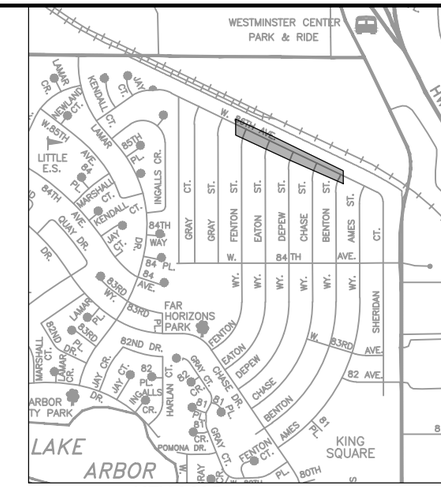
ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-C9**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase C2.dwg , Plot Date: 11/20/2025







KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

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2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.12 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date	Job Number
	12/2/25	25WA01

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

CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W. 86TH AVE
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-C10**

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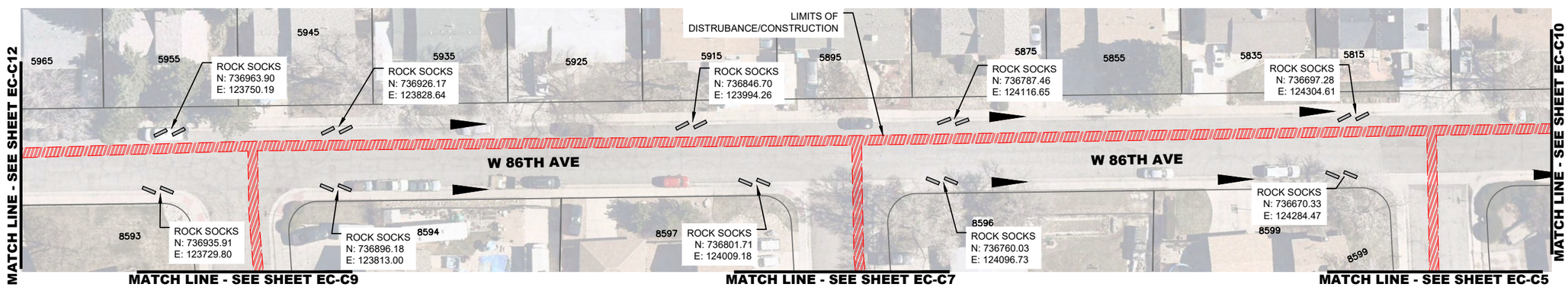
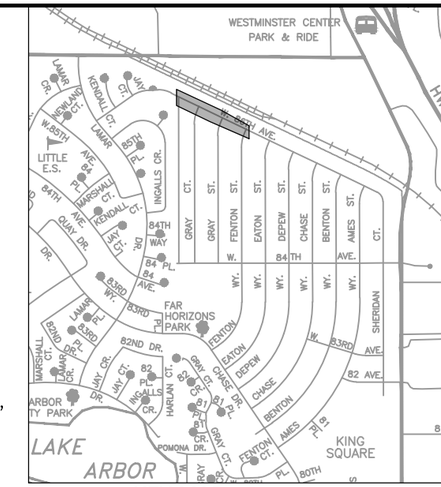


0' 30' 60' 120'

SCALE: 1"=60'



KEY MAP *(Not To Scale)*

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.11 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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Engineering Division
8101 Ralston Road
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Phone 720-898-7640

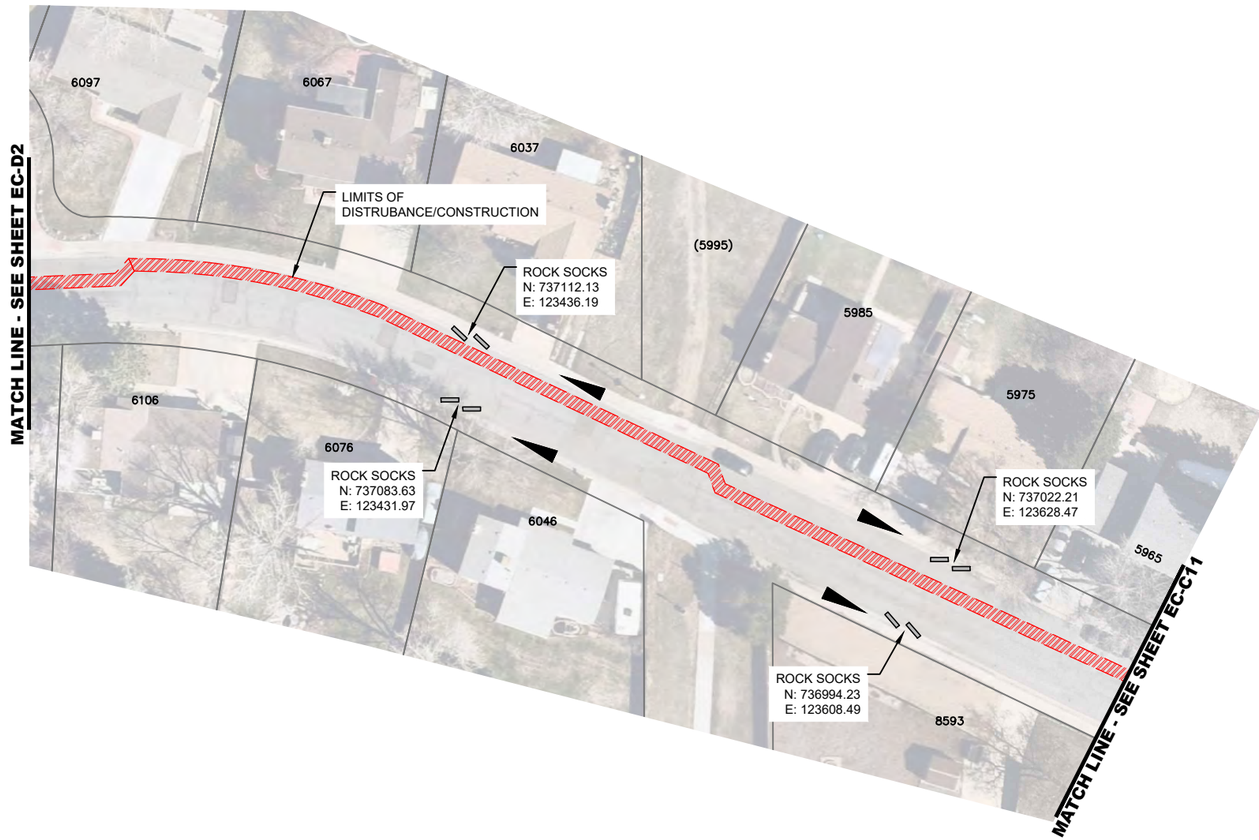
CITY OF ARVADA

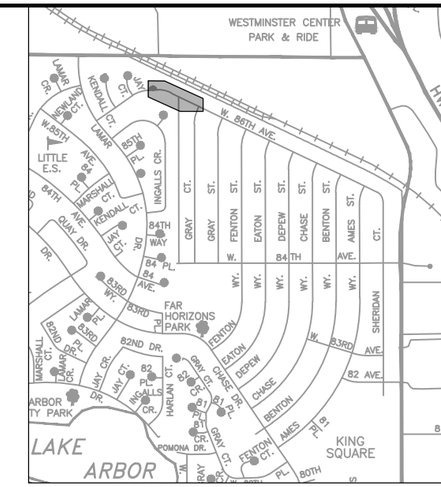
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W. 86TH AVE
EROSION CONTROL

ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-C11**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase C3.dwg , Plot Date: 11/20/2025





KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

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3. LIMITS OF DISTURBANCE = 0.06 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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Engineering Division
8101 Ralston Road
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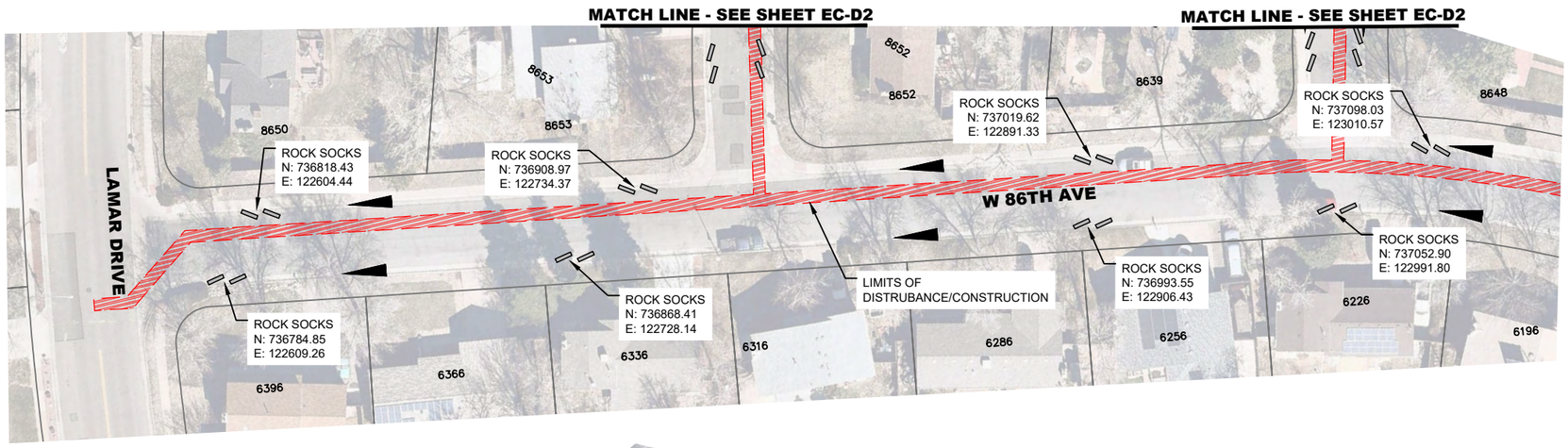
CITY OF ARVADA

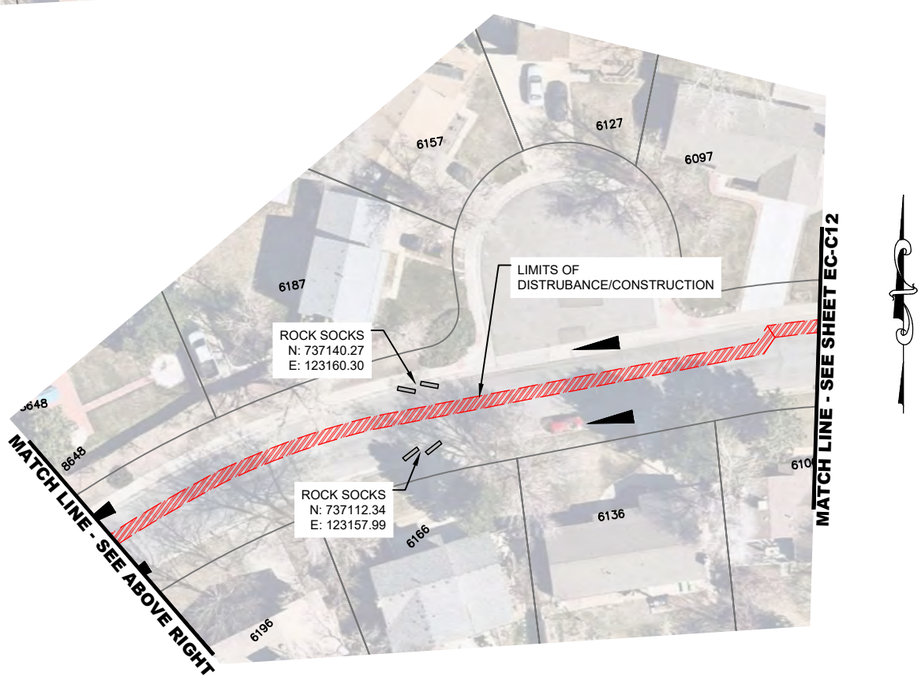
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W. 86TH AVE
EROSION CONTROL

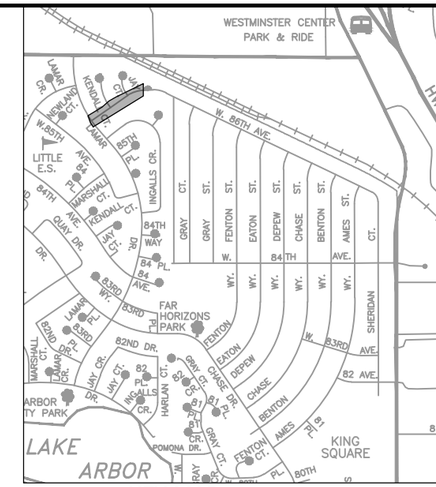
ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-C12**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase C3.dwg , Plot Date: 11/20/2025







KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

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3. LIMITS OF DISTURBANCE = 0.09 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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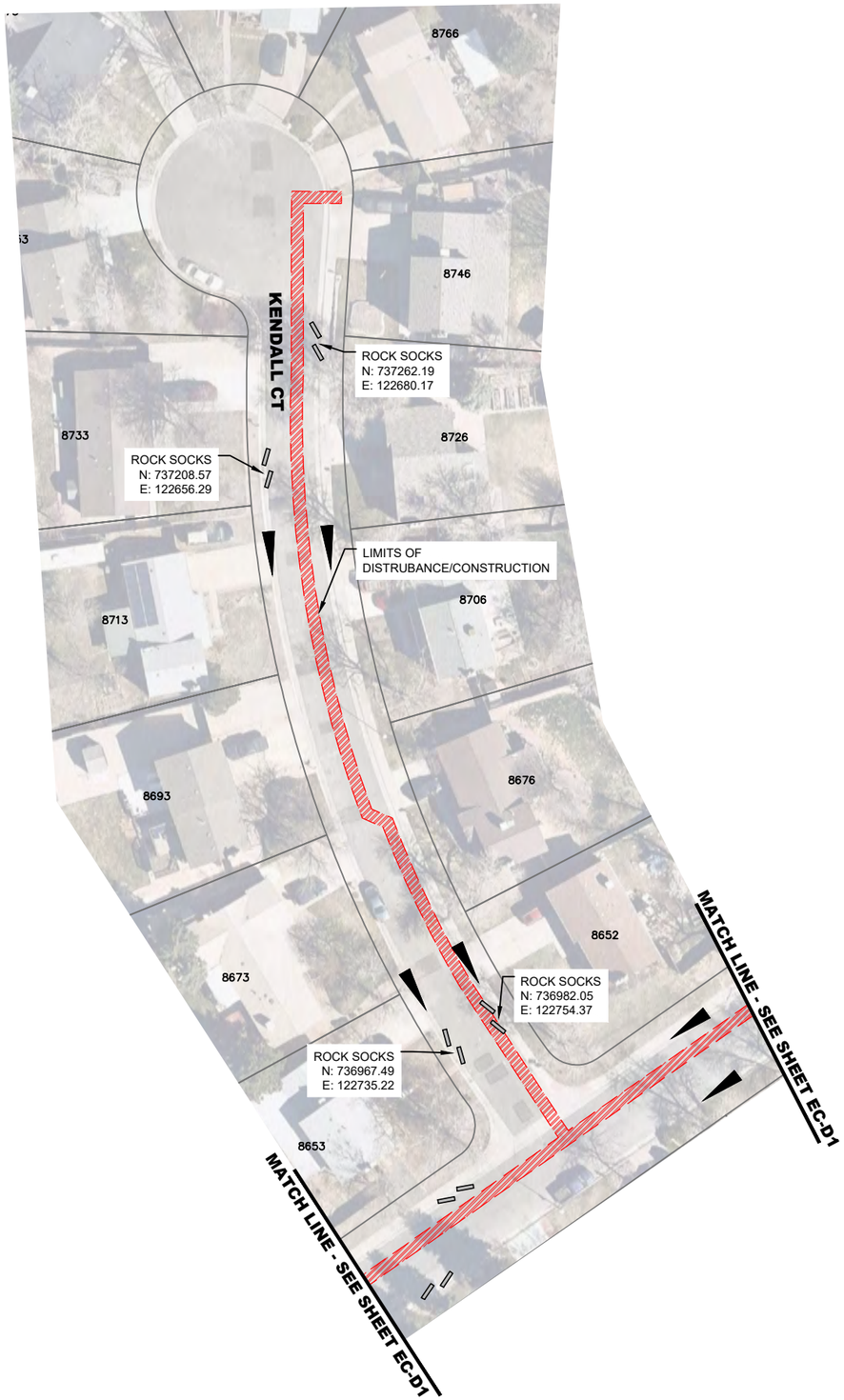
CITY OF ARVADA

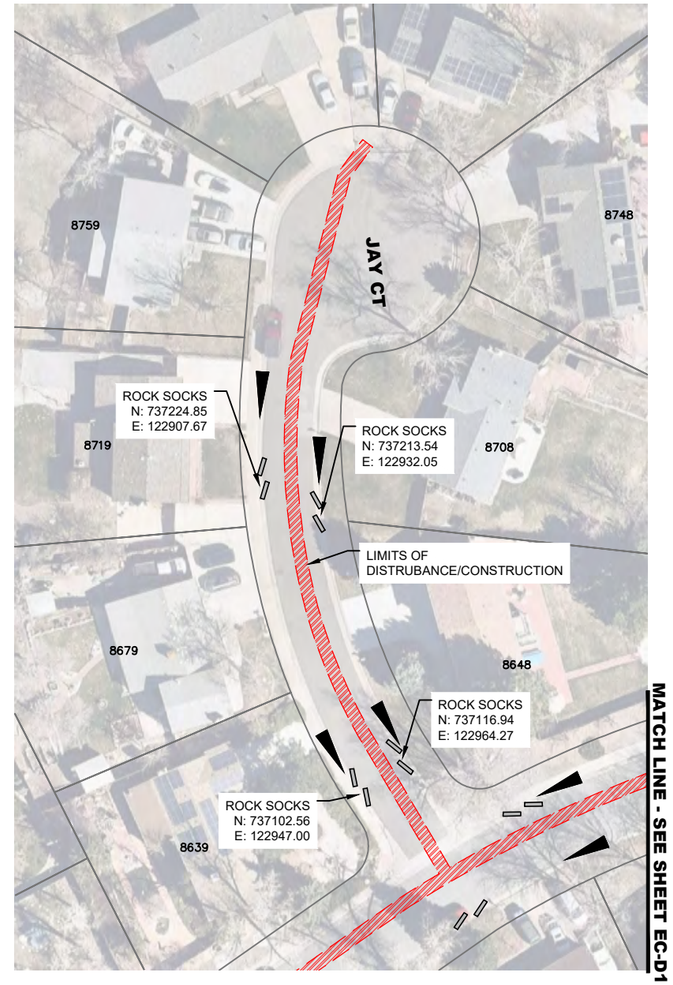
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
86TH AVE
EROSION CONTROL

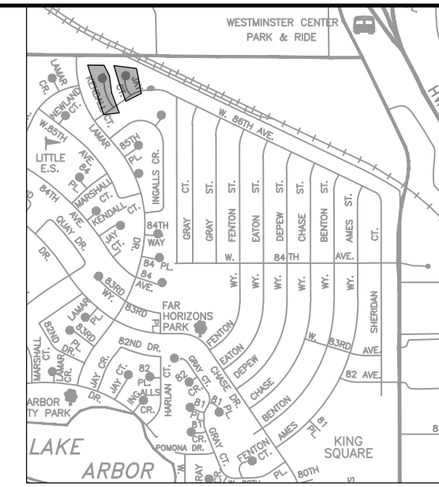
ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-D1**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase D.dwg , Plot Date: 11/20/2025







KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.08 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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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

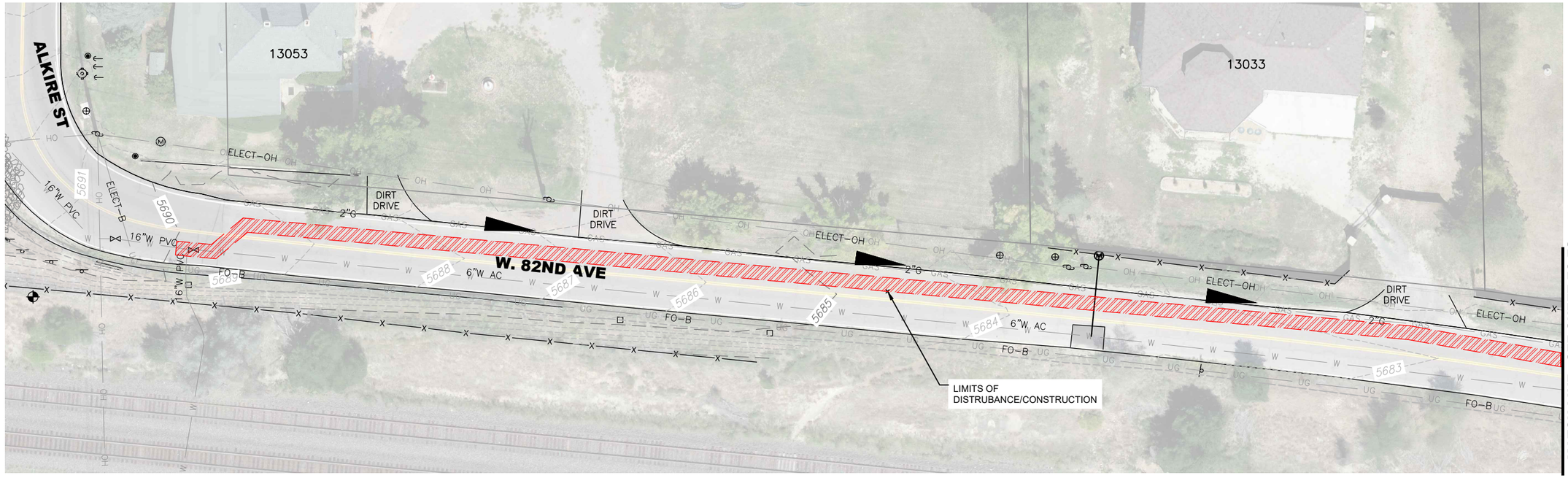
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
JAY CT CUL-DE-SAC
KENDALL CT CUL-DE-SAC
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY RN

SHT **EC-D2**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase D.dwg , Plot Date: 11/20/2025



0' 20 40' 80'

SCALE: 1"=40'

NOTES: ▼ – FLOW ARROWS

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.05 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date	Job Number
	12/2/25	25WA01

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

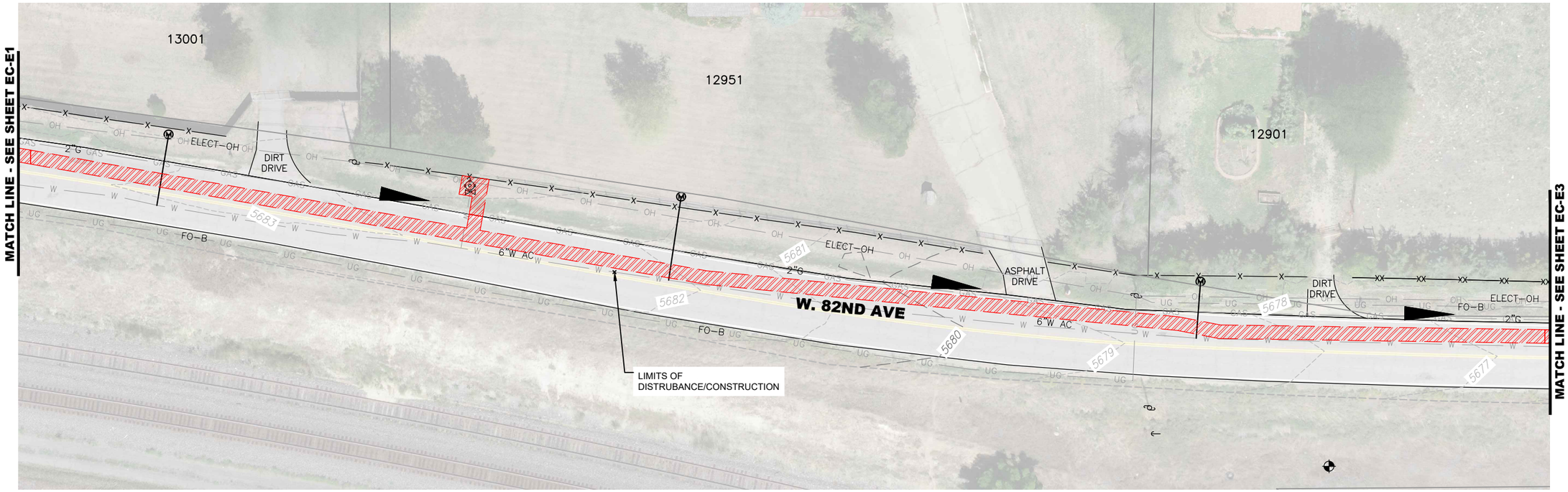
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-E1**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase E.dwg , Plot Date: 11/20/2025



0' 20 40' 80'

SCALE: 1"=40'

NOTES: ▼ – FLOW ARROWS

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.06 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date	Job Number
	12/2/25	25WA01

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

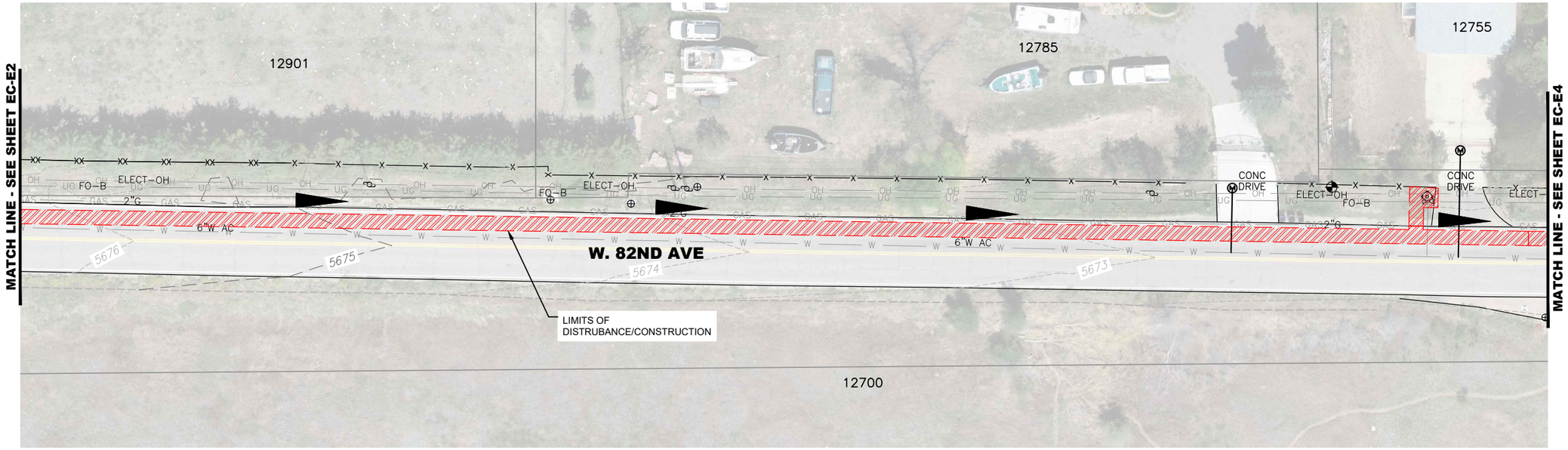
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-E2**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase E.dwg , Plot Date: 11/20/2025



0' 20 40' 80'

SCALE: 1"=40'

NOTES: ▼ – FLOW ARROWS

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.06 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date	Job Number
	12/2/25	25WA01

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

CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-E3**

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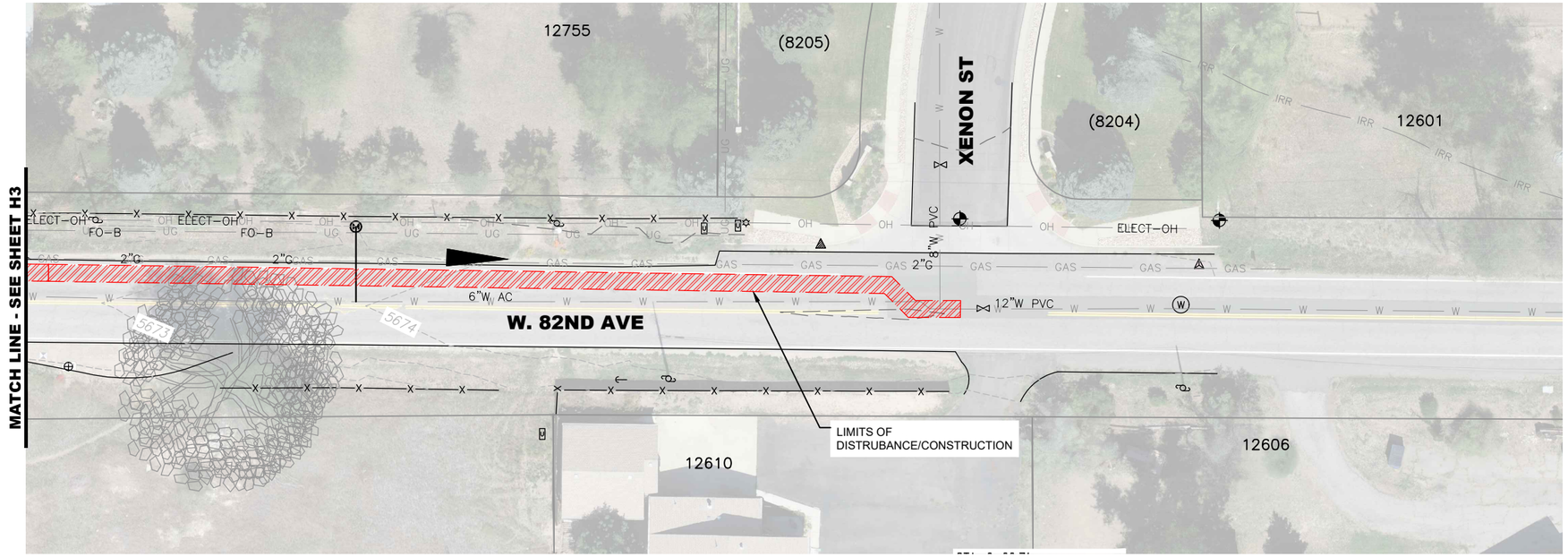

0' 20 40' 80'

SCALE: 1"=40'

NOTES: ▼ – FLOW ARROWS

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.03 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date 12/2/25	Job Number 25WA01

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

CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-E4**

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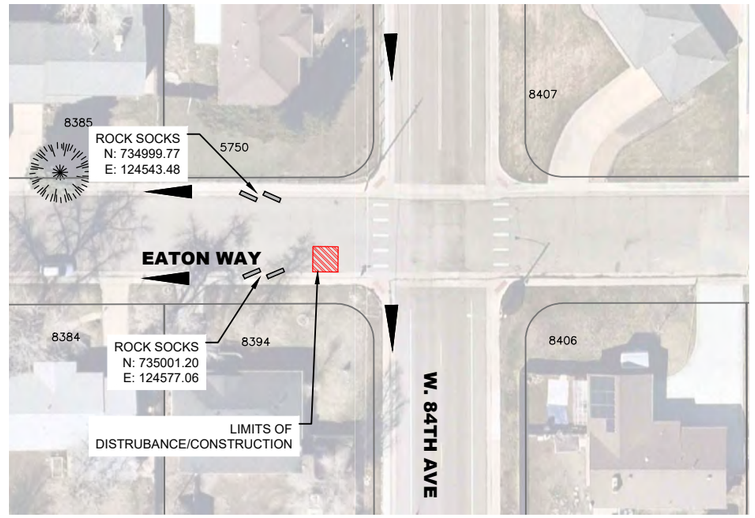
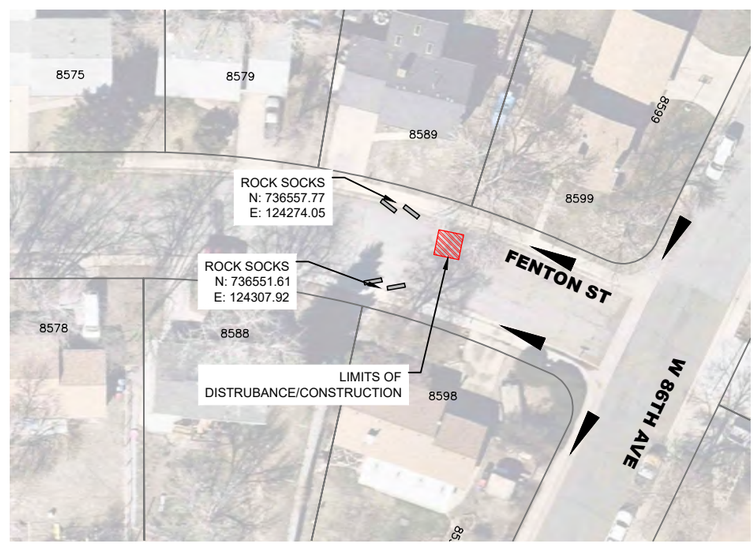
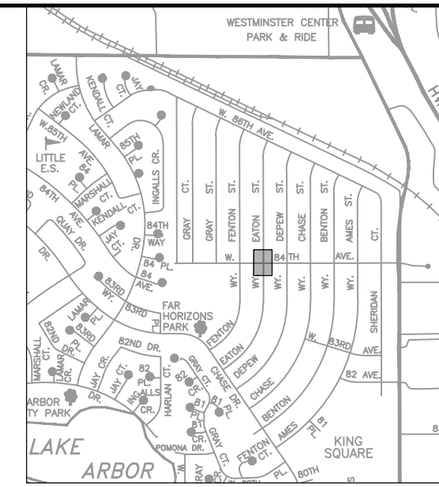


EATON WY EROSION CONTROL



FENTON ST EROSION CONTROL



KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.004 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date 12/2/25	Job Number 25WA01

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

CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
EATON WAY & FENTON ST
SEWER
EROSION CONTROL

ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-S1**

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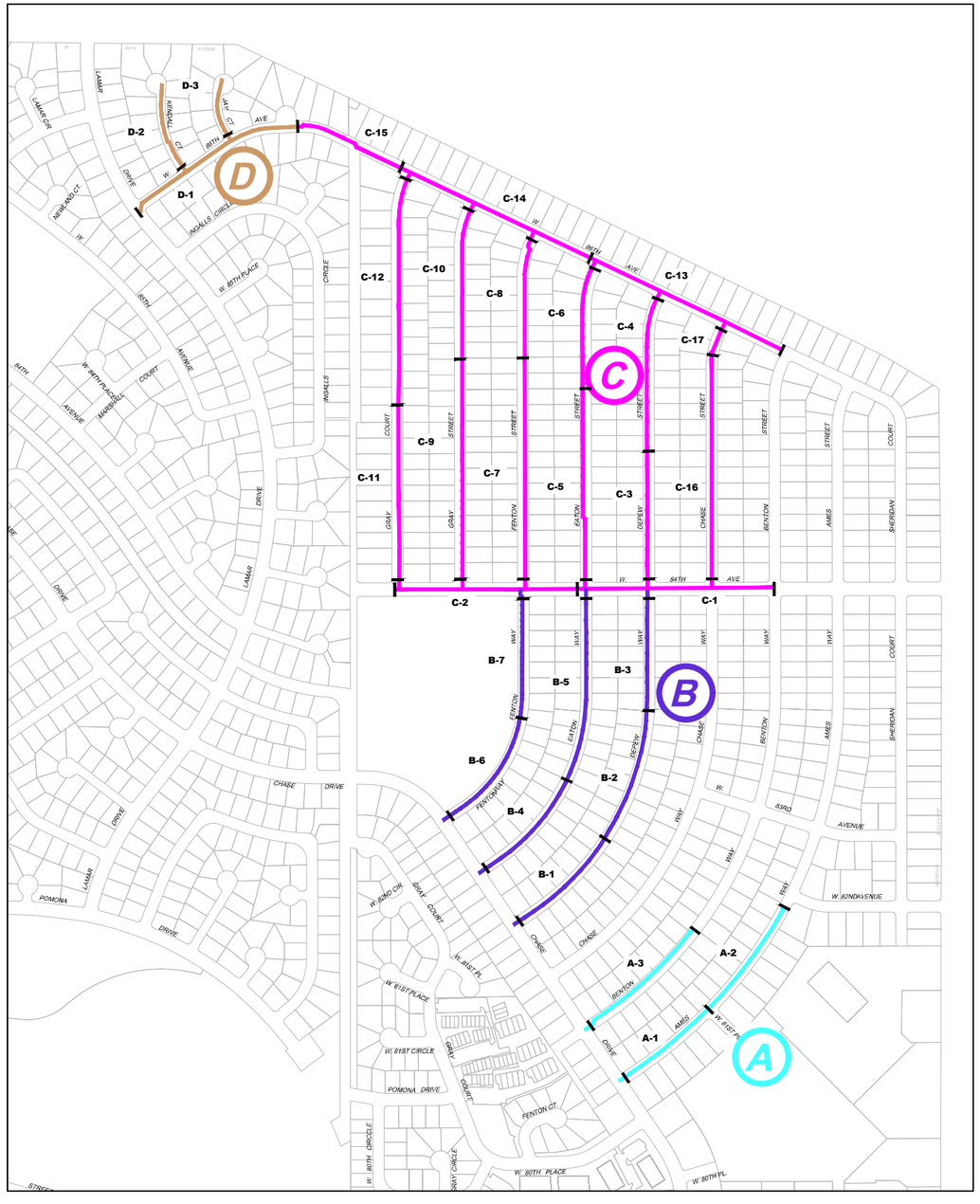

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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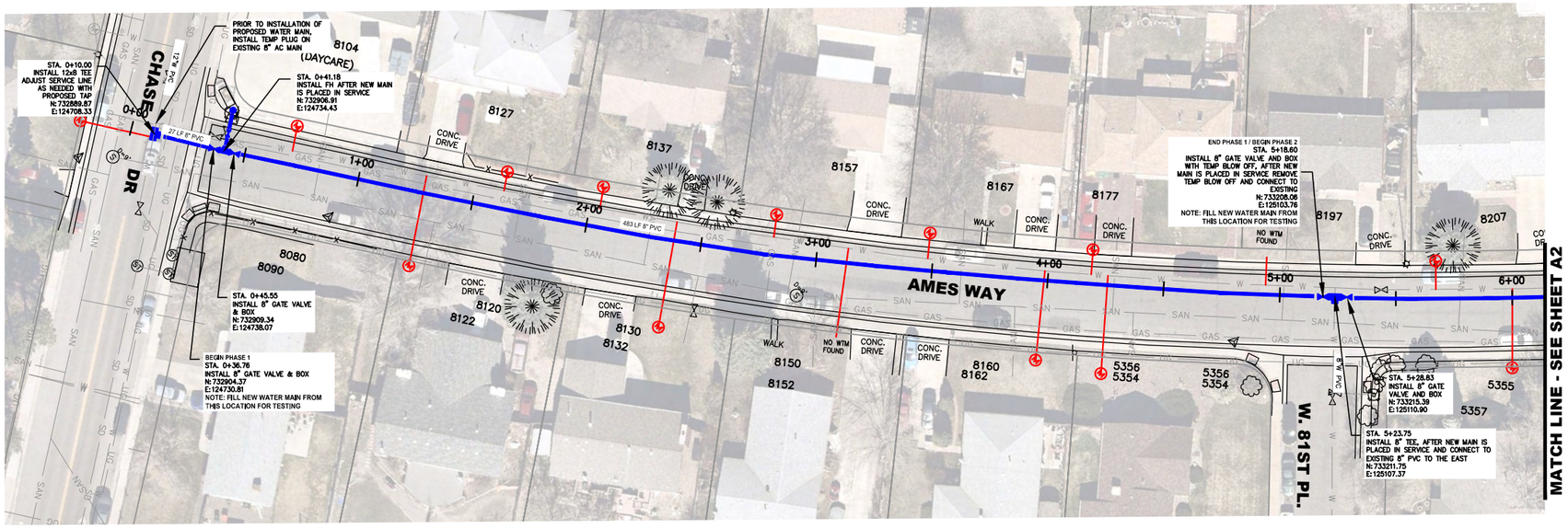
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

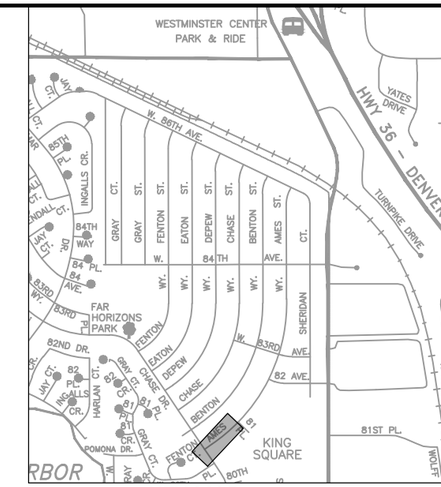
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
SUGGESTED PROJECT PHASING MAP

ENGINEER
KS
CHECKED BY
MS
DESIGN BY
RN

SHT **PM**





KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. EXISTING AC MAIN TO BE ABANDONED
2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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

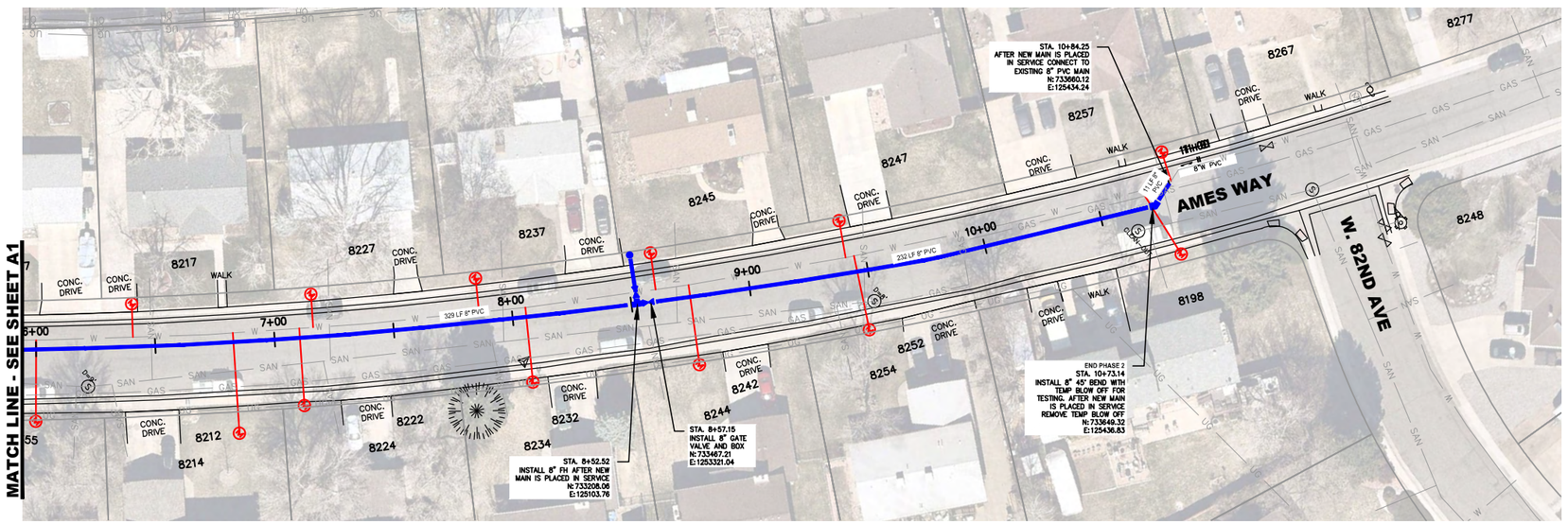
CITY OF ARVADA

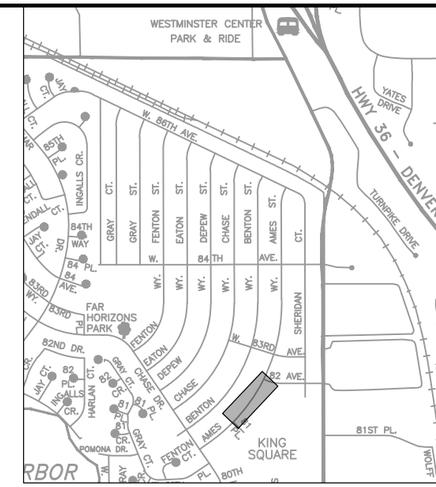
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
AMES WAY
FROM CHASE DR TO W 82ND AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

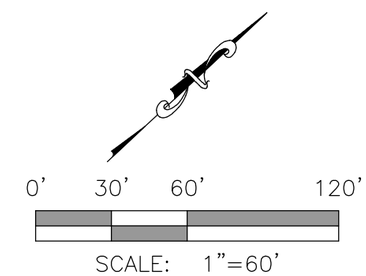
SHT **A1**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase A (SHEETS).dwg , Plot Date: 11/19/2025





KEY MAP (Not To Scale)



NOTES:

1. EXISTING AC MAIN TO BE ABANDONED
2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date	Job Number
	12/2/25	25WA01

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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

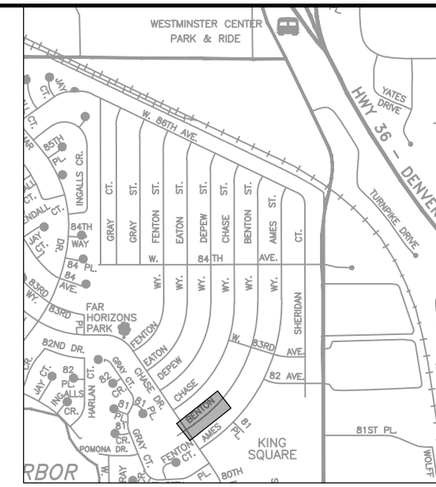
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
AMES WAY
FROM CHASE DR TO W 82ND AVE

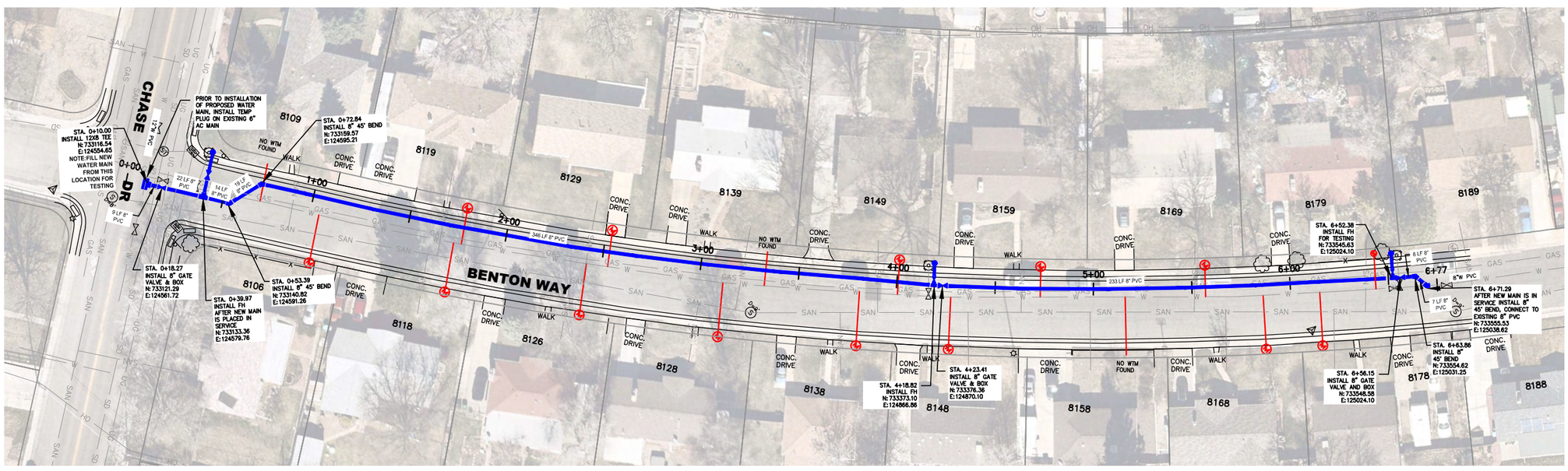
ENGINEER
KS
CHECKED BY
MS
DESIGN BY
RN

SHT **A2**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase A (SHEETS).dwg , Plot Date: 11/19/2025



KEY MAP *(Not To Scale)*



NOTES:

1. EXISTING GAS LINE WILL BE RELOCATED PRIOR TO WATER MAIN CONSTRUCTION
2. EXISTING AC MAIN TO BE ABANDONED
3. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date 12/2/25	Job Number 25WA01

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.

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

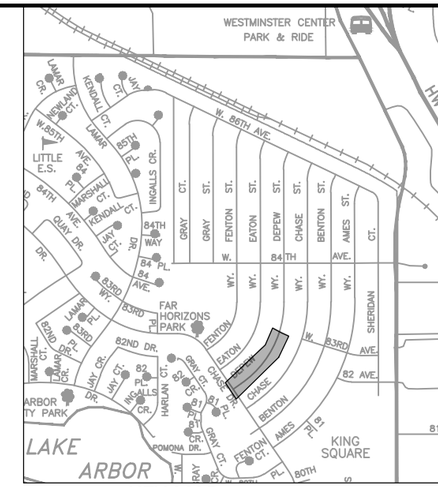
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
BENTON WAY
FROM CHASE DR TO 8189 BENTON WY

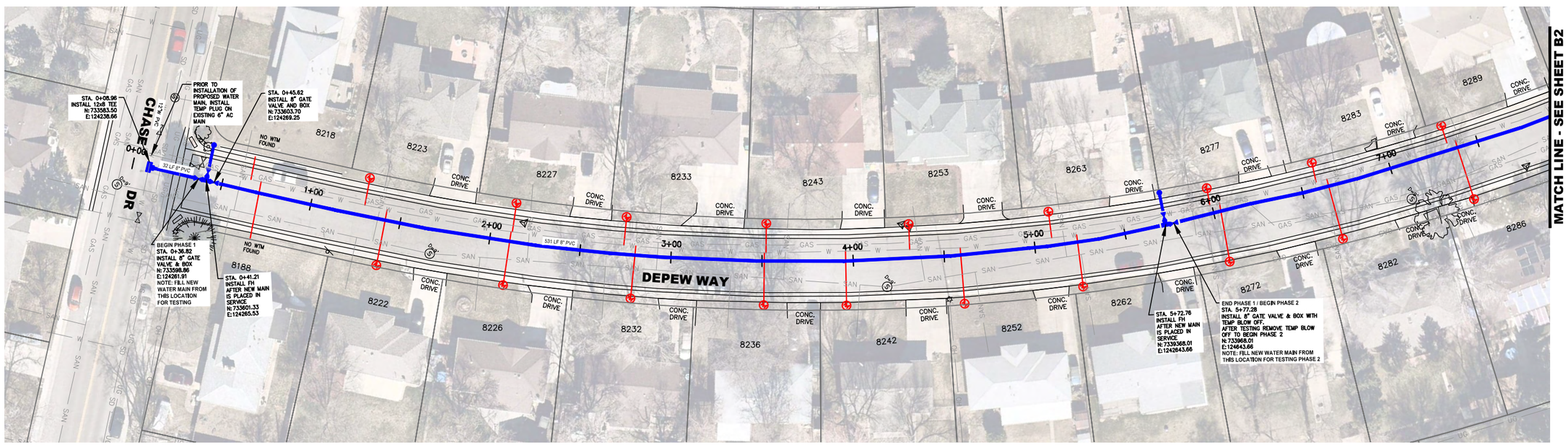
ENGINEER KS
CHECKED BY MS
DESIGN BY

SHT **A3**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase A (SHEETS).dwg , Plot Date: 11/10/2025



KEY MAP *(Not To Scale)*



0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. EXISTING AC MAIN TO BE ABANDONED
2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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

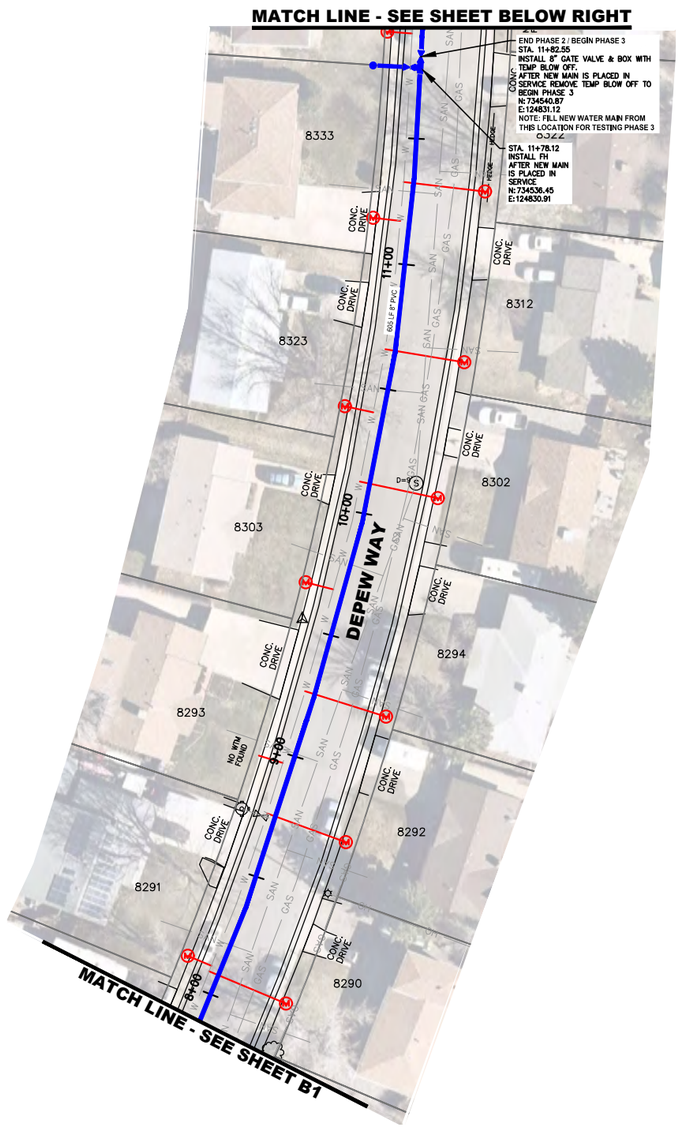
CITY OF ARVADA

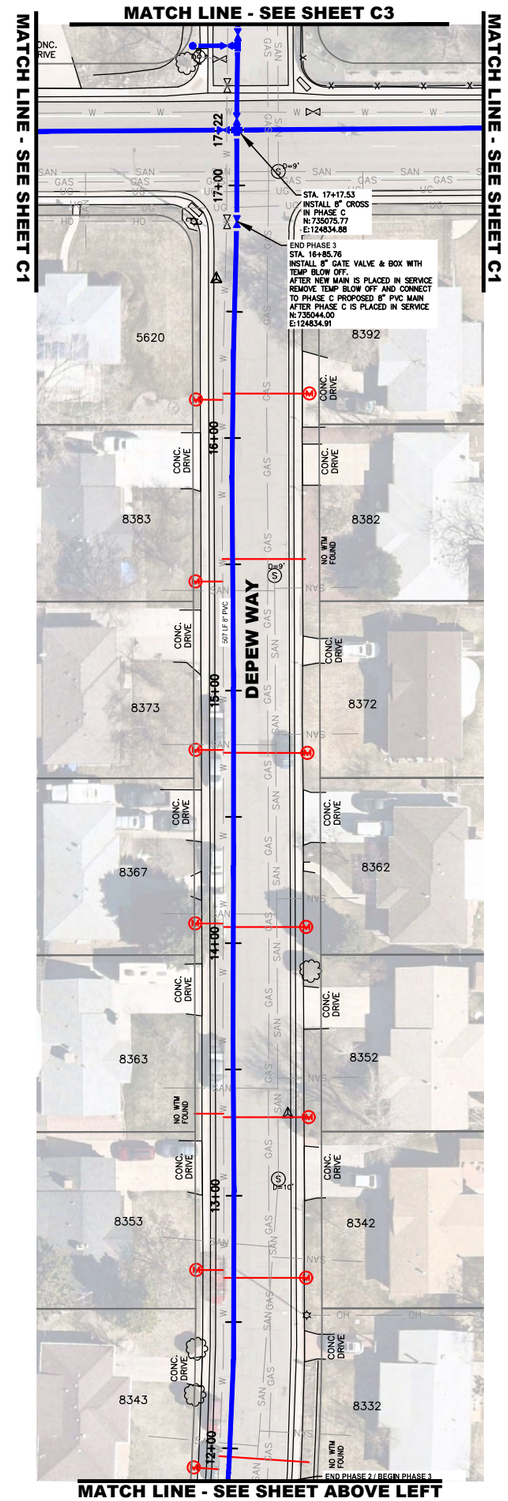
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
DEPEW WAY
FROM CHASE DR TO W 84TH AVE

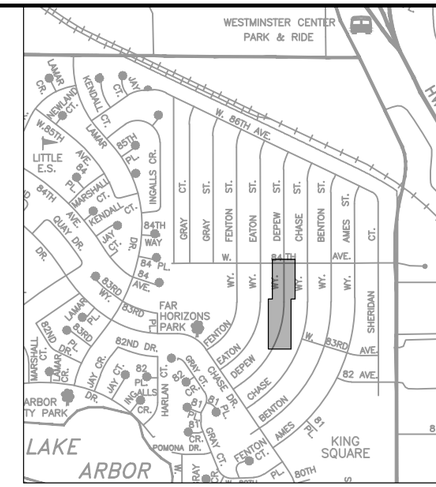
ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **B1**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase B (SHEETS).dwg , Plot Date: 11/10/2025







KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. EXISTING AC MAIN TO BE ABANDONED
2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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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

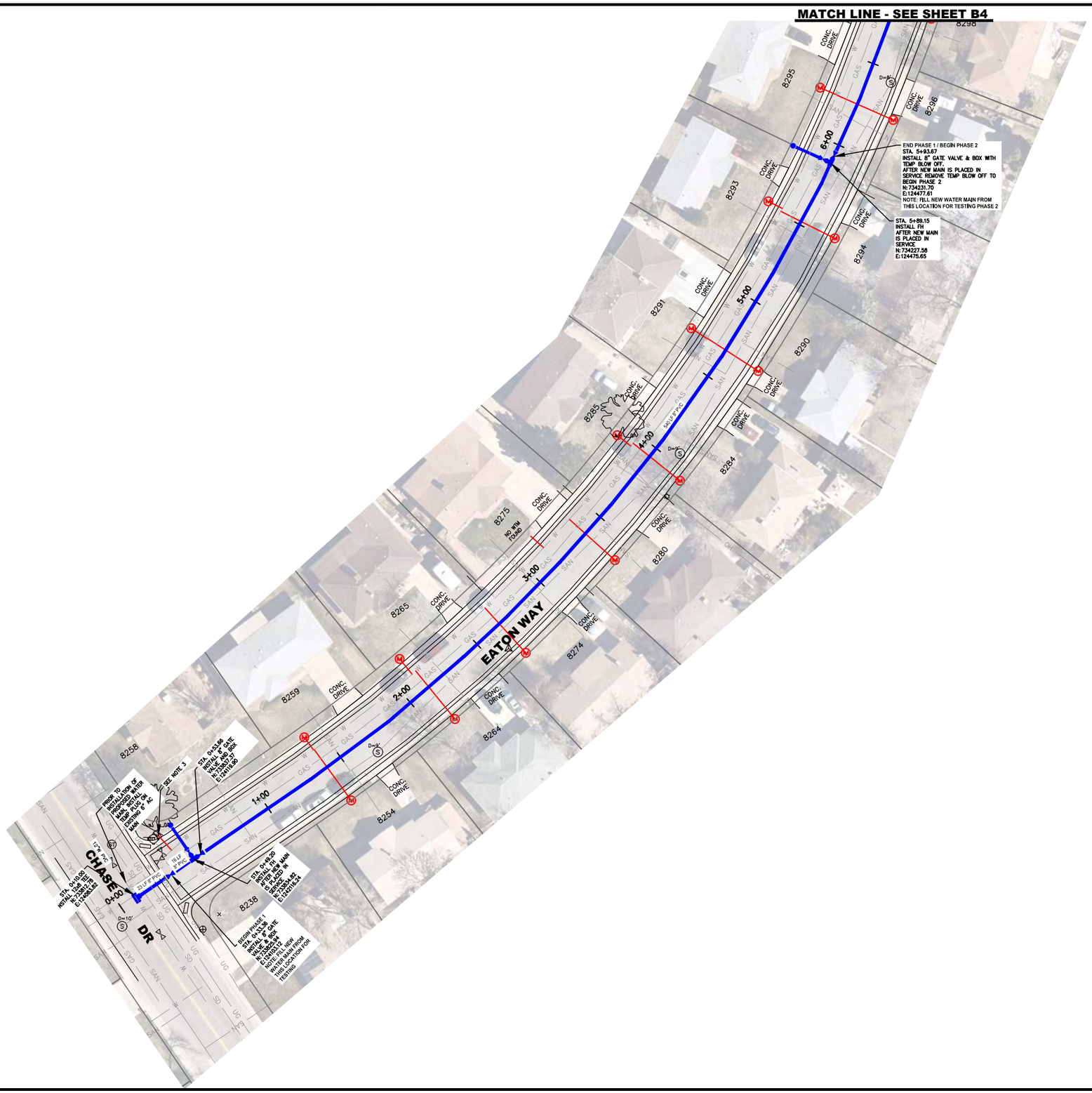
CITY OF ARVADA

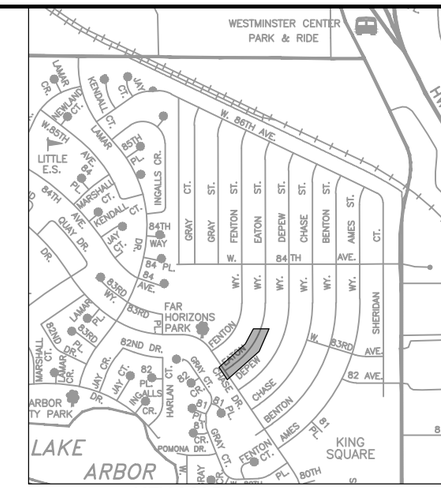
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
DEPEW WAY
FROM CHASE DR TO W 84TH AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **B2**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H20 Main Phase B (SHEETS).dwg , Plot Date: 11/10/2025





KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. EXISTING AC MAIN TO BE ABANDONED
2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES
3. RECONNECT WATER QUALITY MONITORING STATION SERVICE LINE

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25 Date	25WA01 Job Number

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8101 Ralston Road
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CITY OF ARVADA

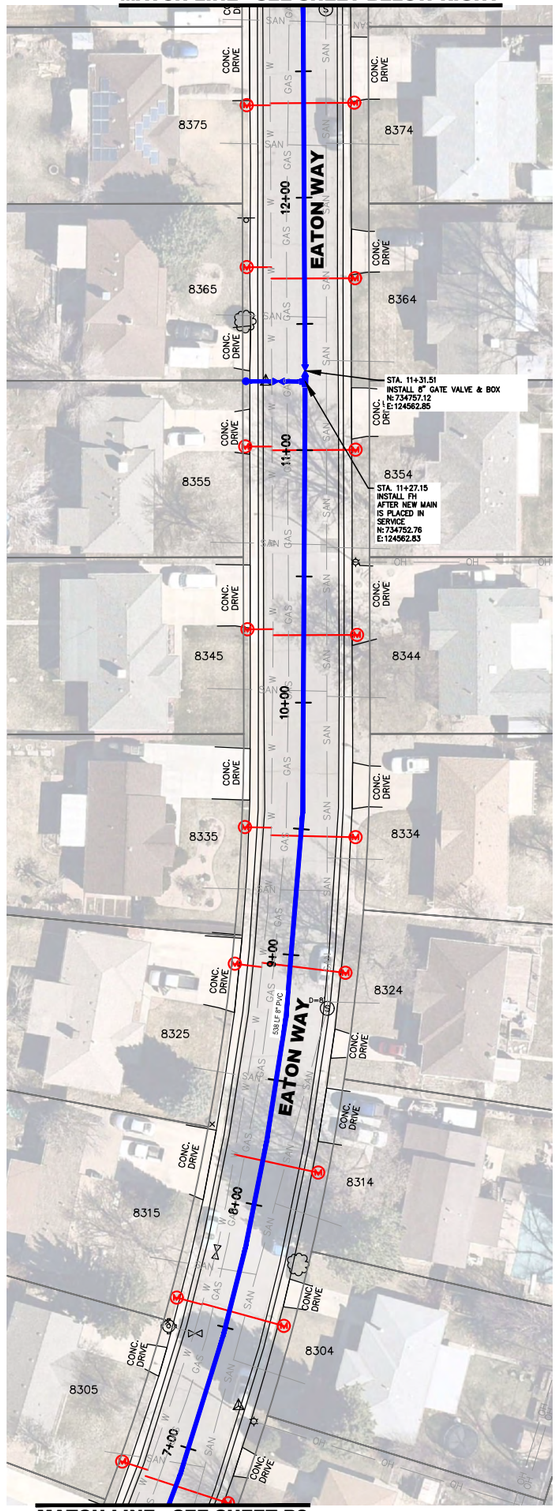
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
EATON WAY
FROM CHASE DR TO W 84TH AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **B3**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H20 Main Phase B (SHEETS).dwg , Plot Date: 11/19/2025

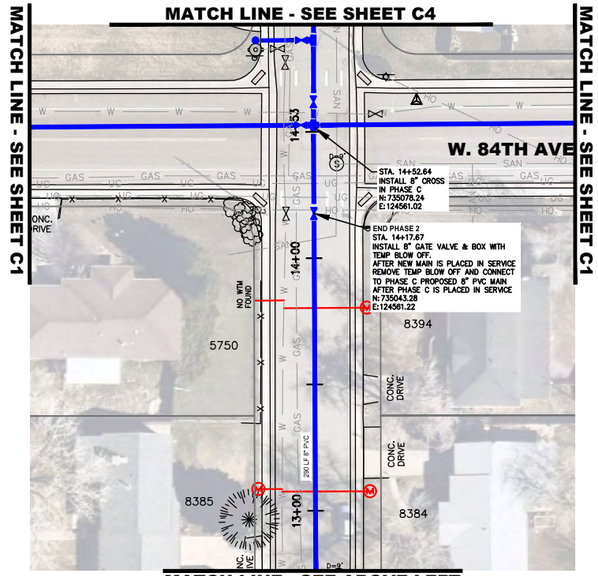
MATCH LINE - SEE SHEET BELOW RIGHT



MATCH LINE - SEE SHEET B3

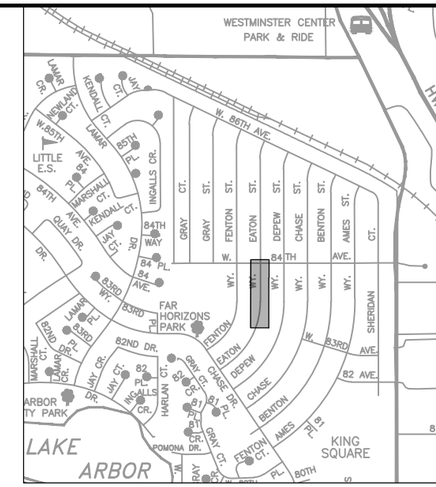
MATCH LINE - SEE SHEET C4

MATCH LINE - SEE SHEET C1



MATCH LINE - SEE SHEET C1

MATCH LINE - SEE ABOVE LEFT



KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. EXISTING AC MAIN TO BE ABANDONED
2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25 Date	25WA01 Job Number

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CITY OF ARVADA

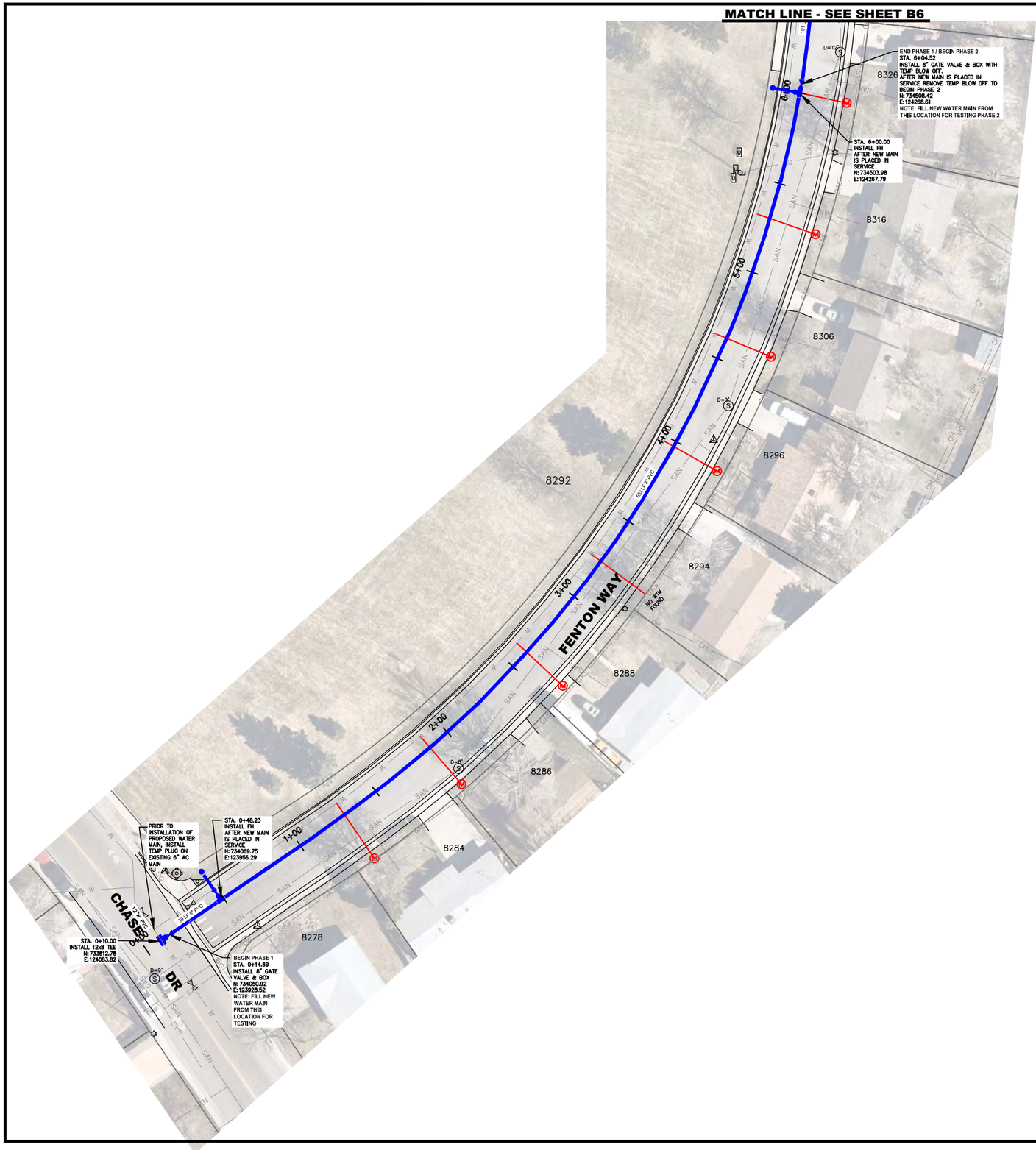
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
EATON WAY
FROM CHASE DR TO W 84TH AVE

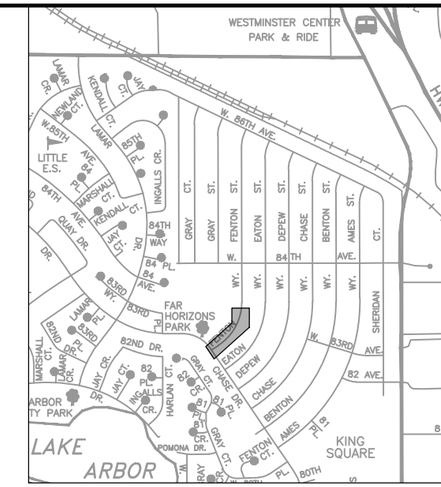
ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **B4**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase B (SHEETS).dwg , Plot Date: 11/19/2025

MATCH LINE - SEE SHEET B6





KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

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2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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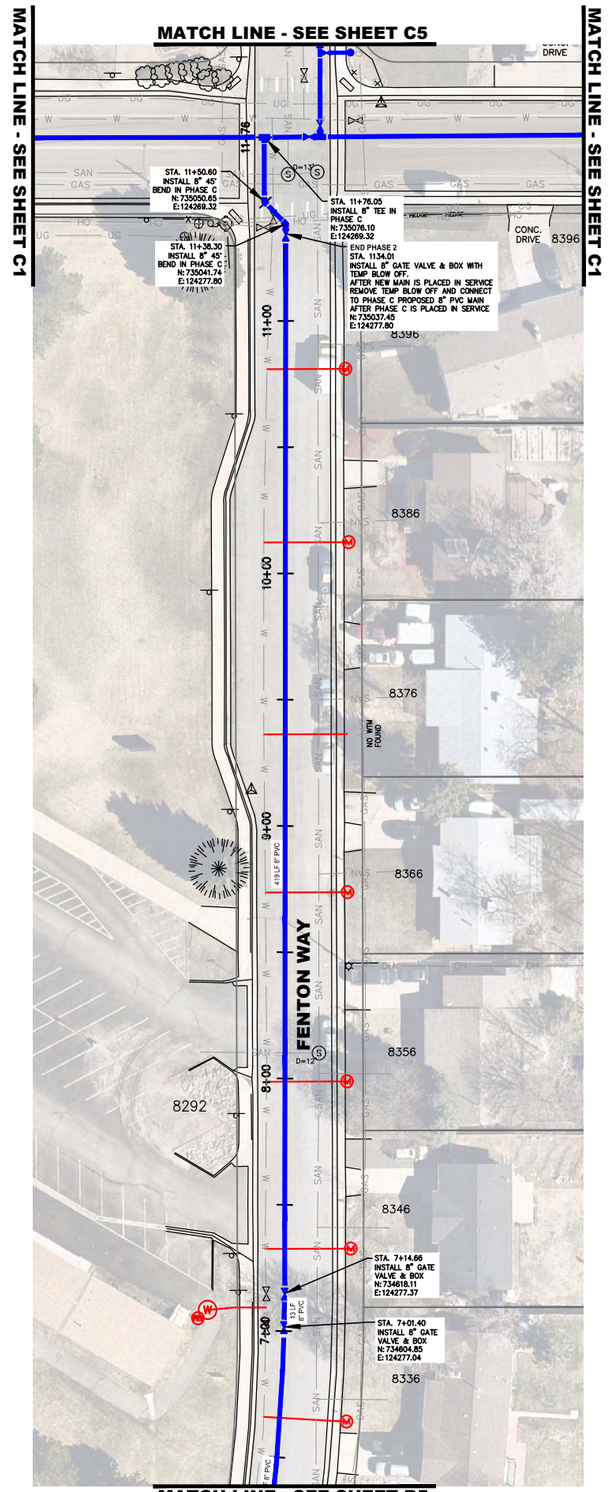
CITY OF ARVADA

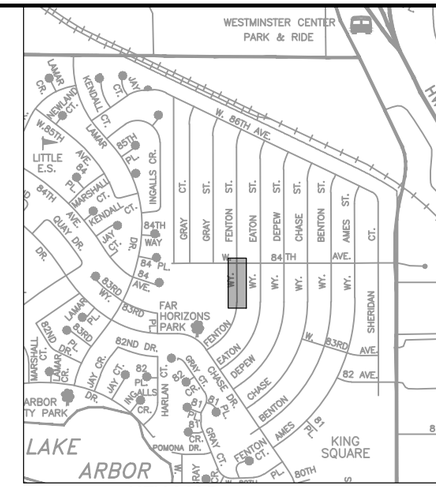
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
FENTON WAY
FROM CHASE DR TO W 84TH AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

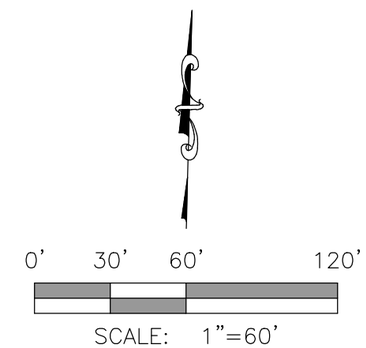
SHT **B5**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H20 Main Phase B (SHEETS).dwg , Plot Date: 11/10/2025





KEY MAP (Not To Scale)



NOTES:

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APPROVED:

Assistant City Engineer on behalf of City Engineer	Date	Job Number
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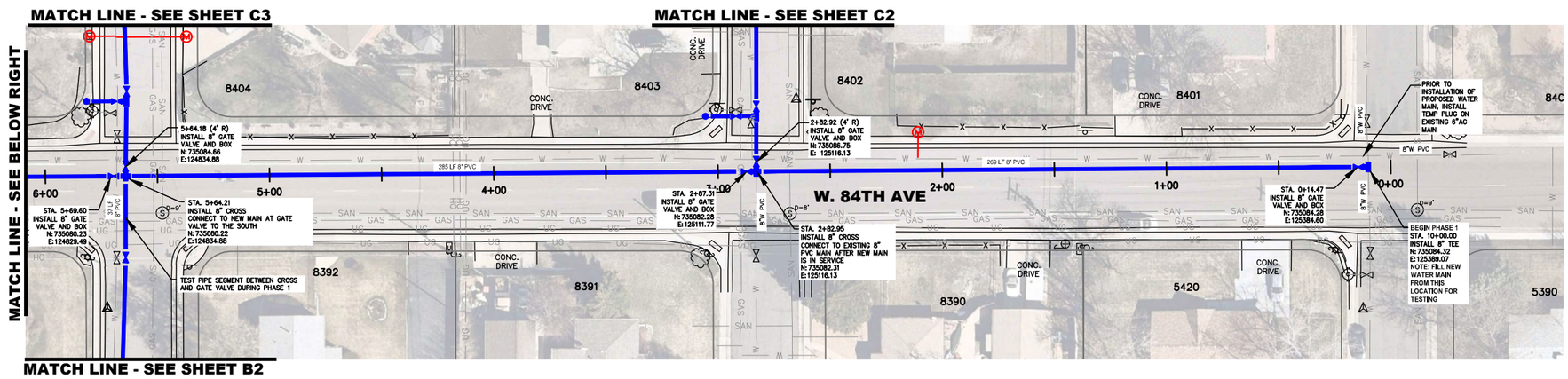
CITY OF ARVADA

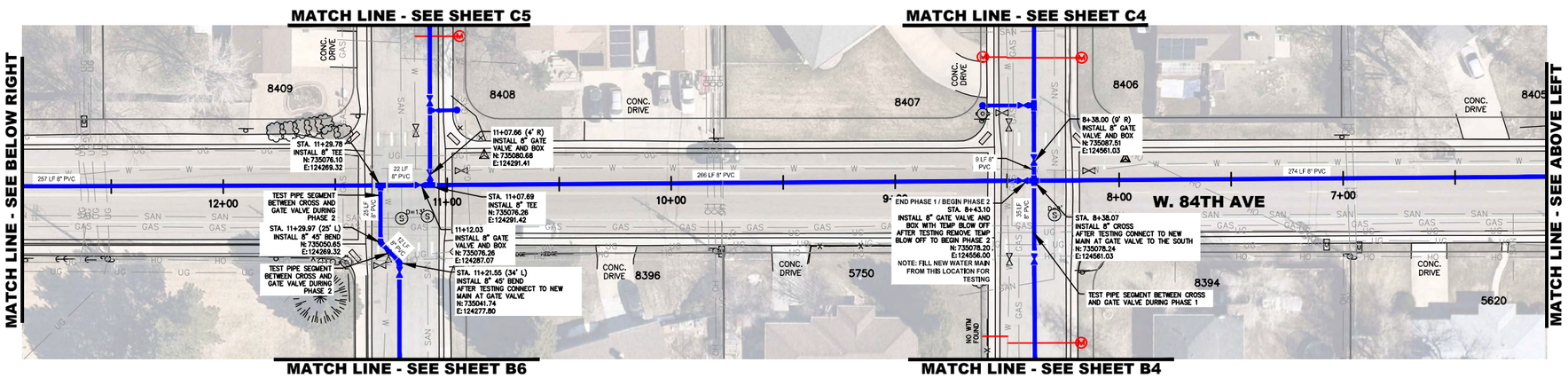
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
FENTON WAY
FROM CHASE DR TO W 84TH AVE

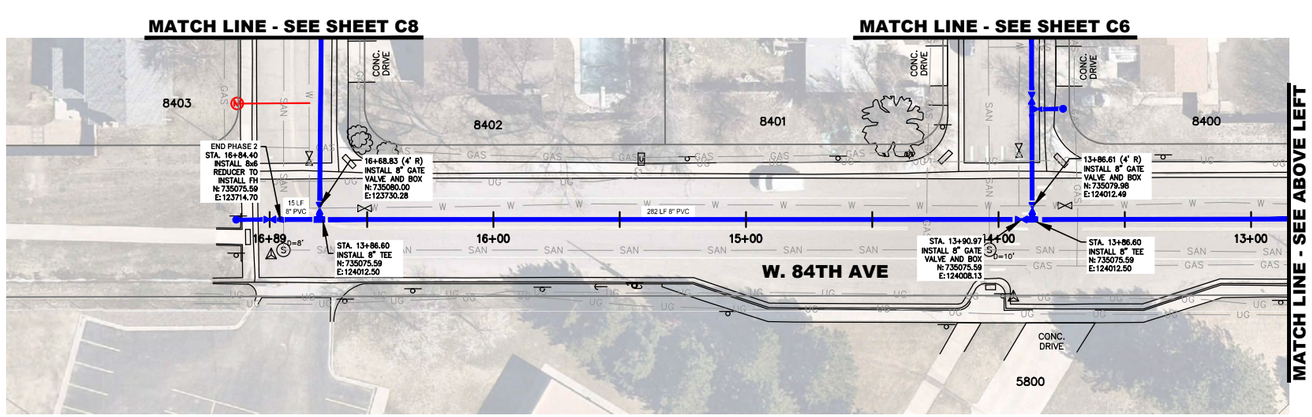
ENGINEER KS
CHECKED BY MS
DESIGN BY RN

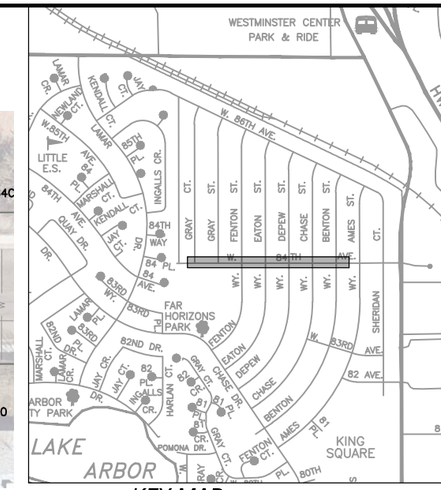
SHT **B6**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H20 Main Phase B (SHEETS).dwg , Plot Date: 11/10/2025









KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

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2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date	Job Number
	12/2/25	25WA01

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Engineering Division
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CITY OF ARVADA

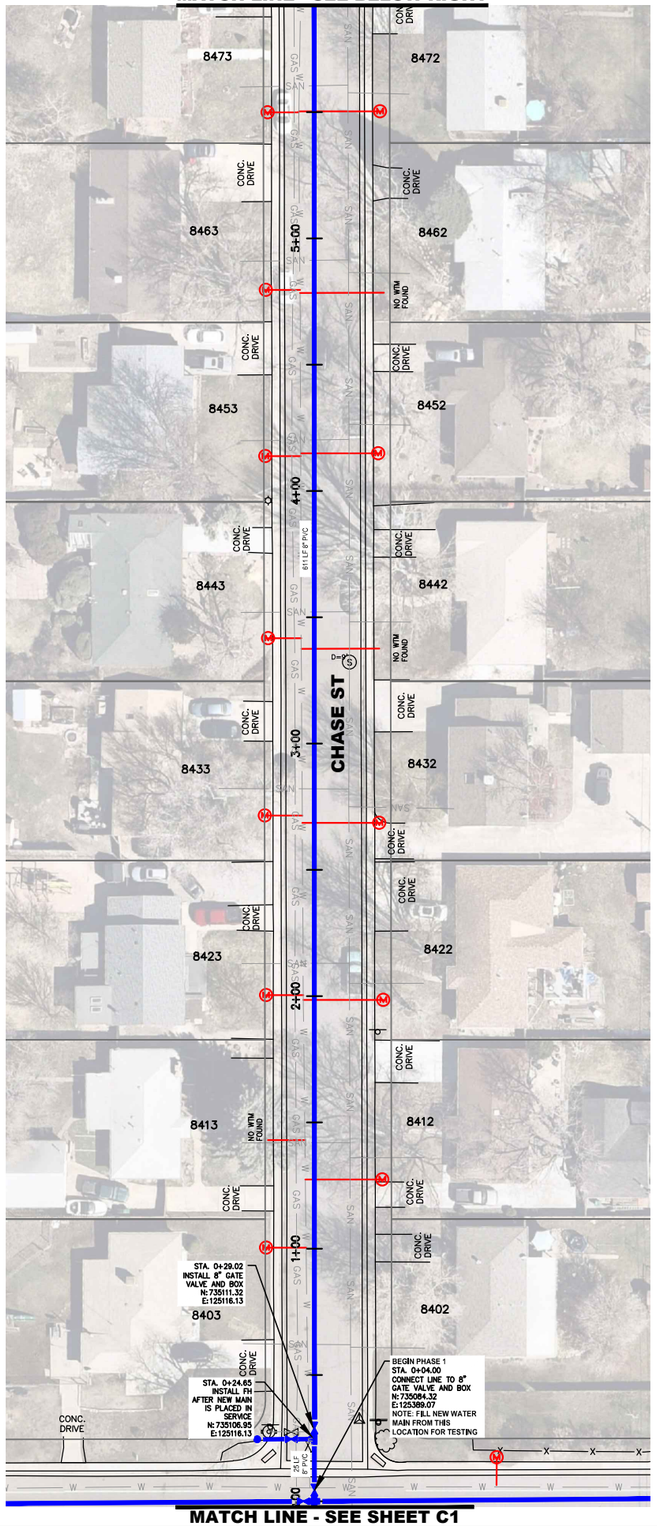
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 84TH AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **C1**

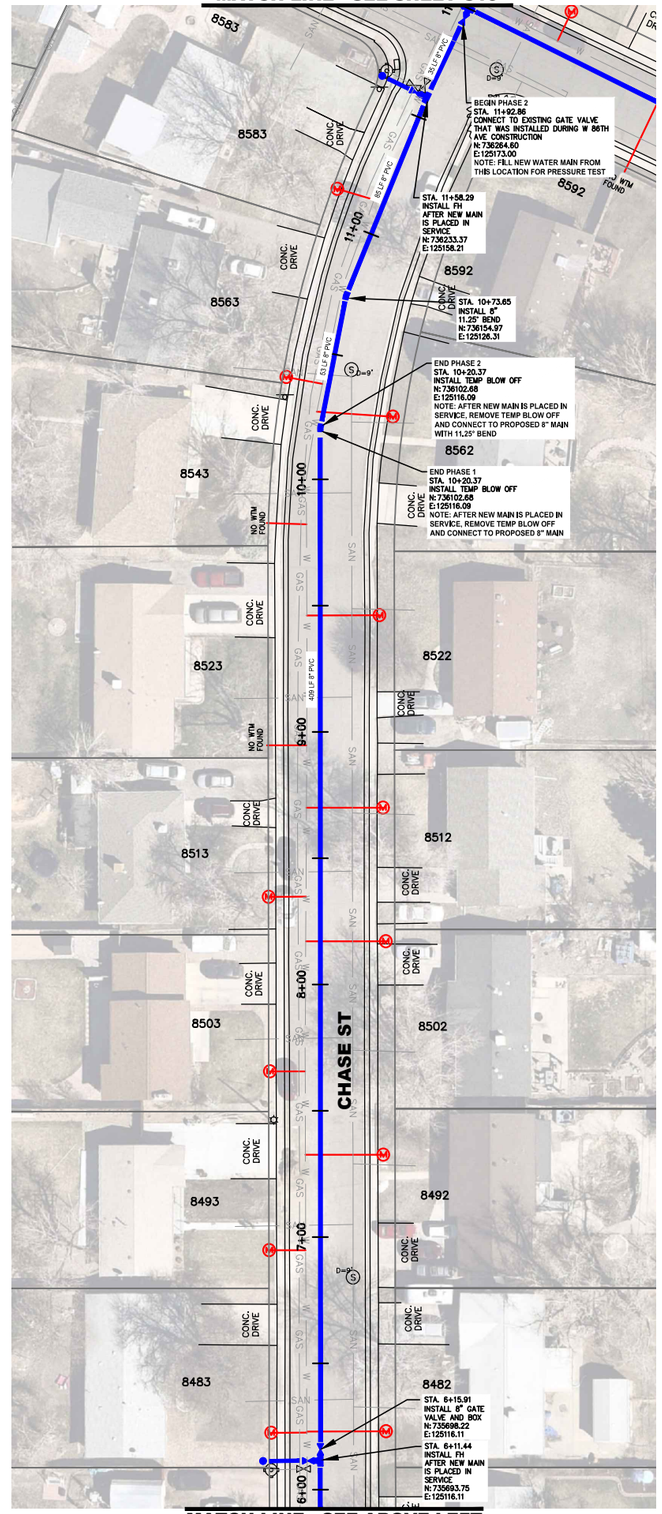
G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase C (SHEETS C1-C5).dwg , Plot Date: 11/19/2025

MATCH LINE - SEE BELOW RIGHT

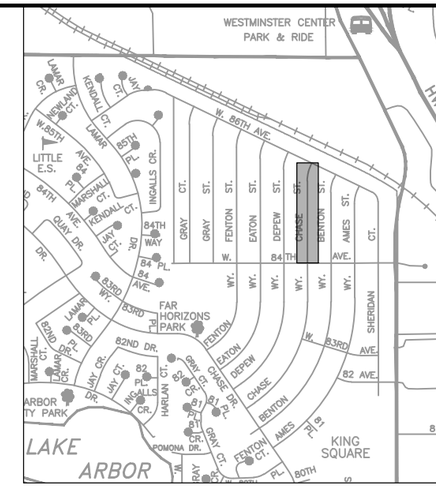


MATCH LINE - SEE SHEET C1

MATCH LINE - SEE SHEET C10



MATCH LINE - SEE ABOVE LEFT



KEY MAP *(Not To Scale)*

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Assistant City Engineer on behalf of City Engineer	12/2/25 Date	25WA01 Job Number

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Engineering Division
8101 Ralston Road
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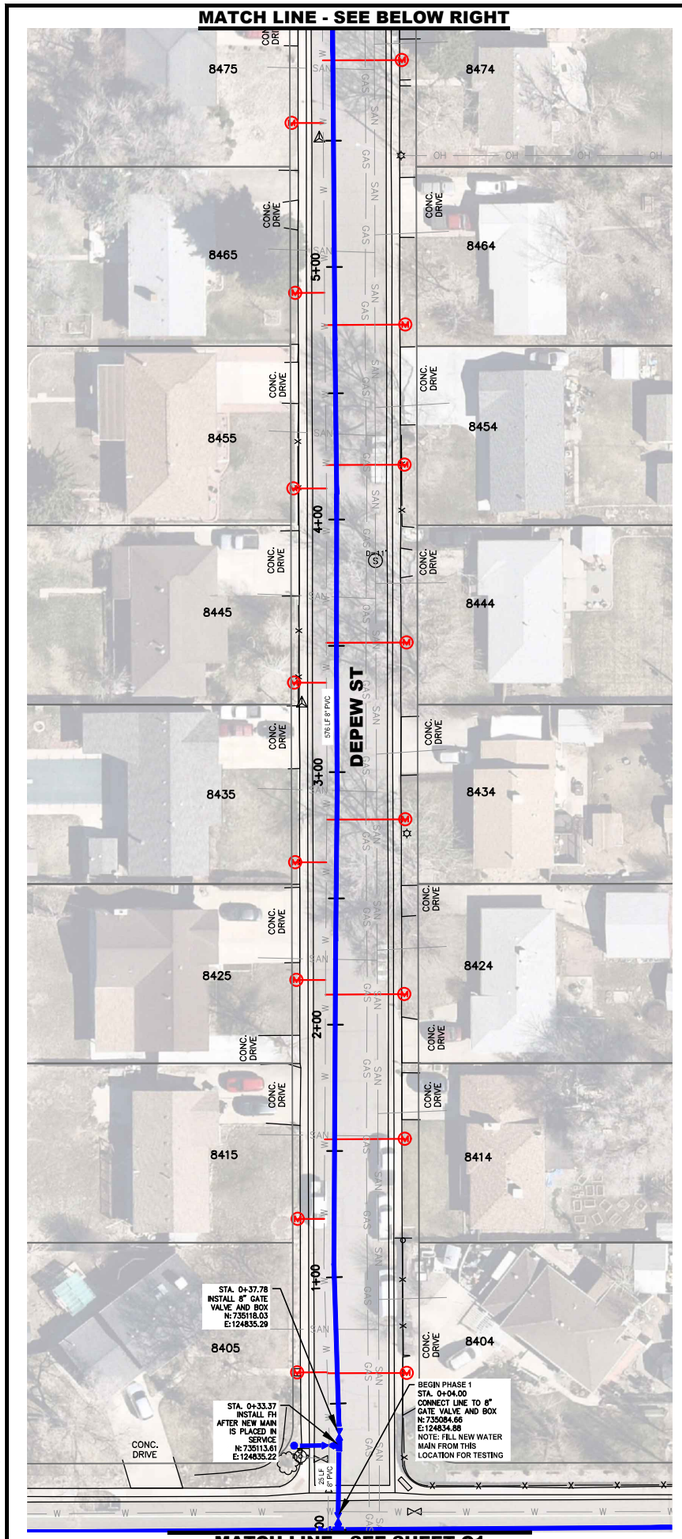
CITY OF ARVADA

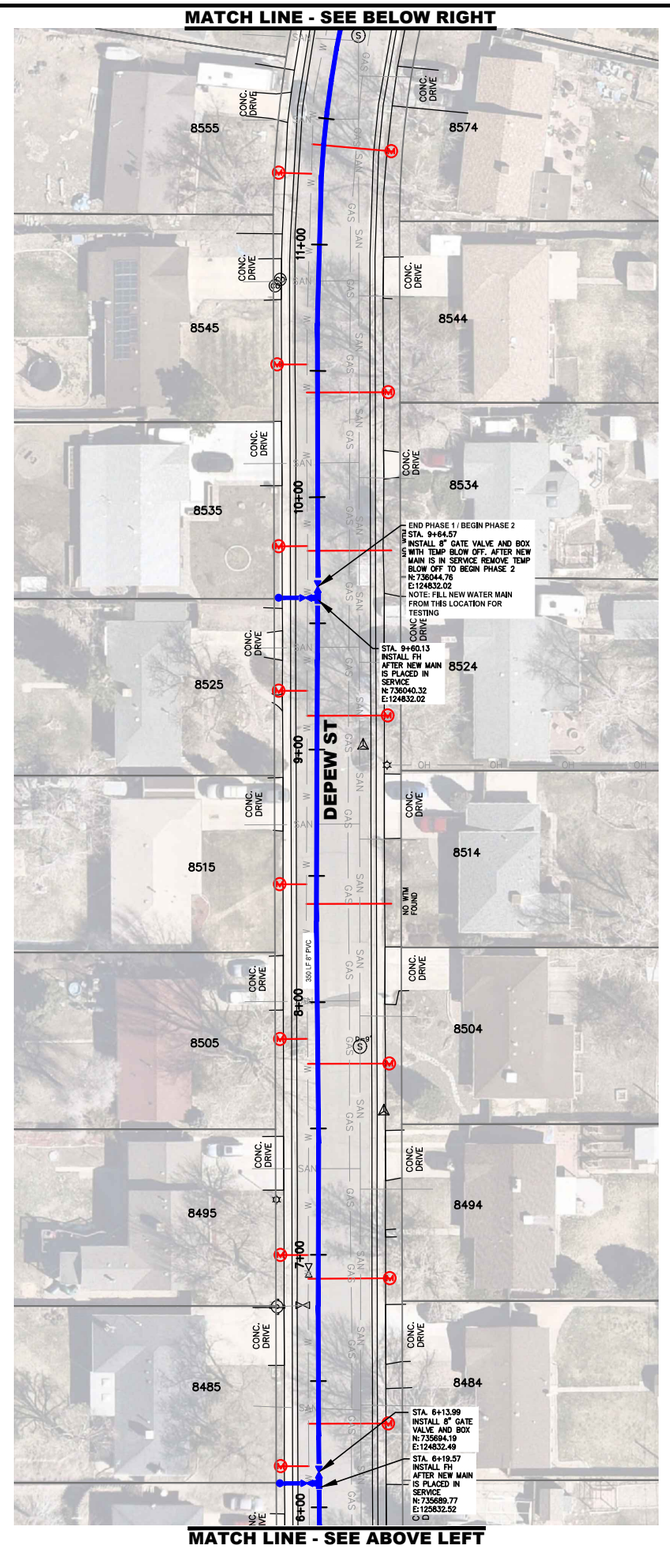
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
CHASE STREET
FROM W 84TH AVE TO W 86TH AVE

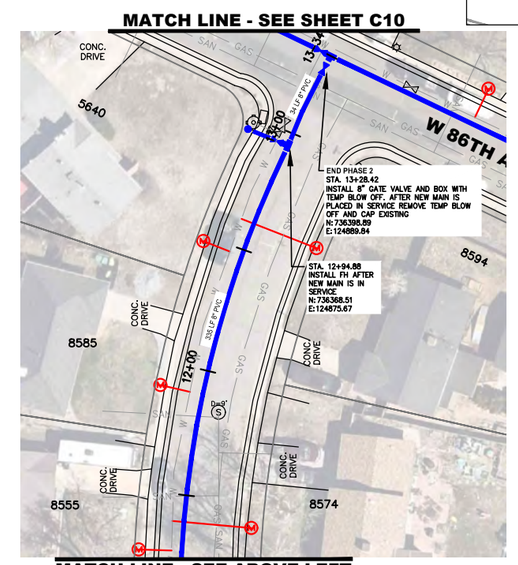
ENGINEER KS
CHECKED BY MS
DESIGN BY RN

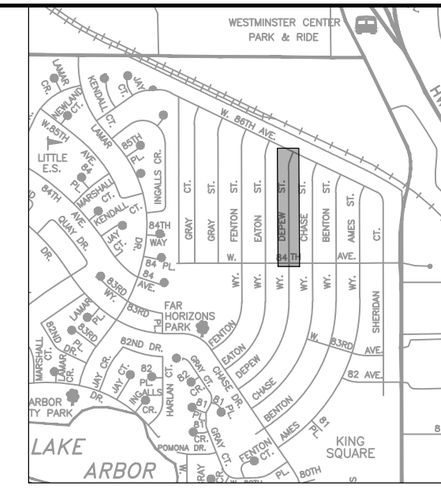
SHT **C2**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H20 Main Phase C (SHEETS C1-C5).dwg , Plot Date: 11/10/2025









KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

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2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
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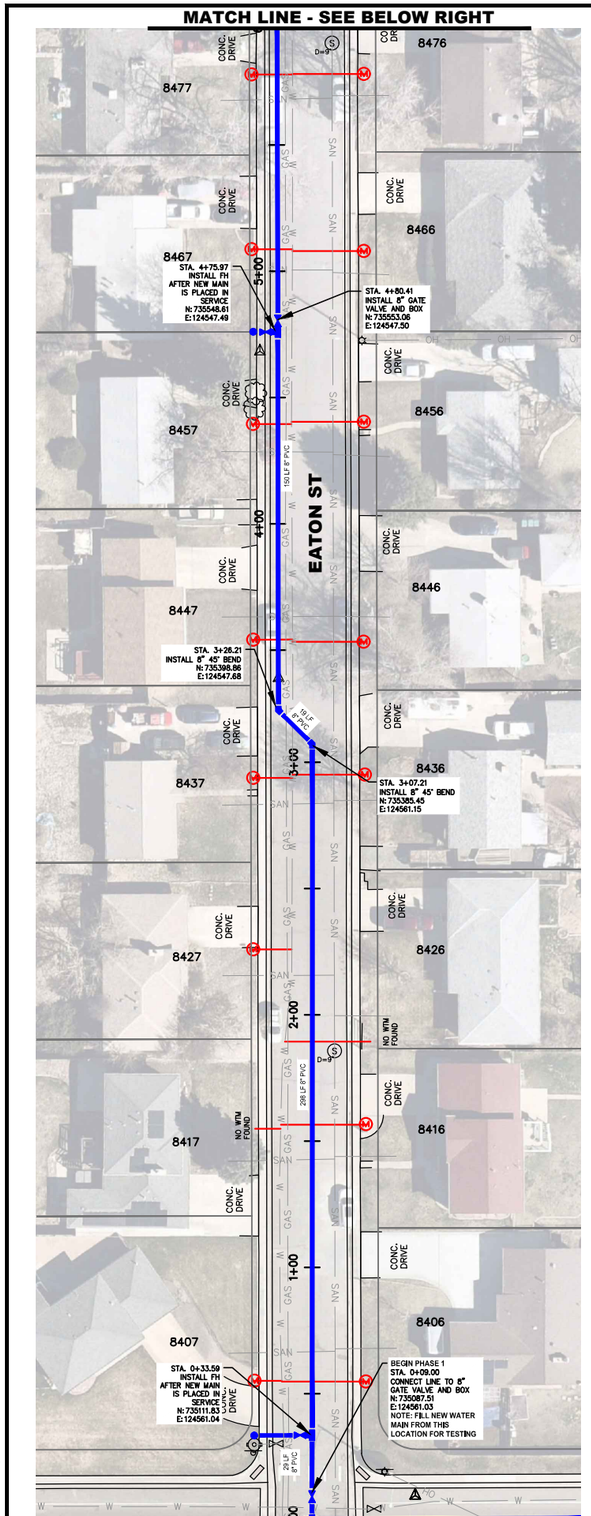
CITY OF ARVADA

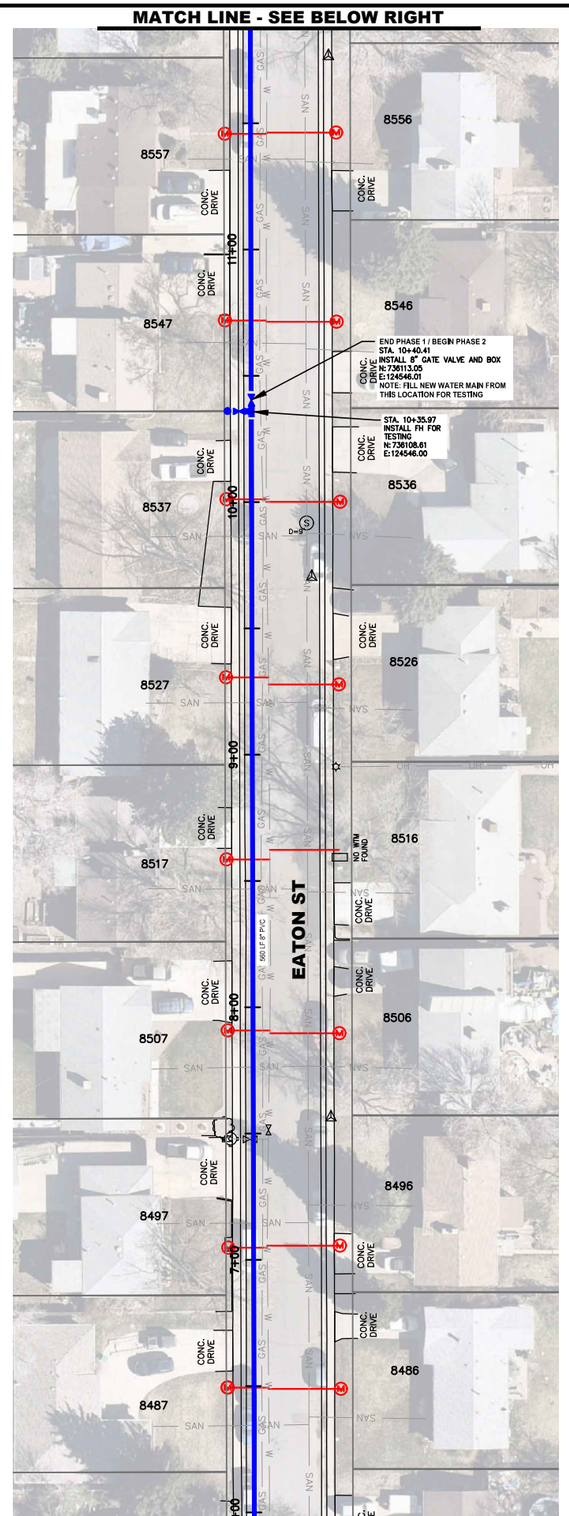
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
DEPEW STREET
FROM W 84TH AVE TO W 86TH AVE

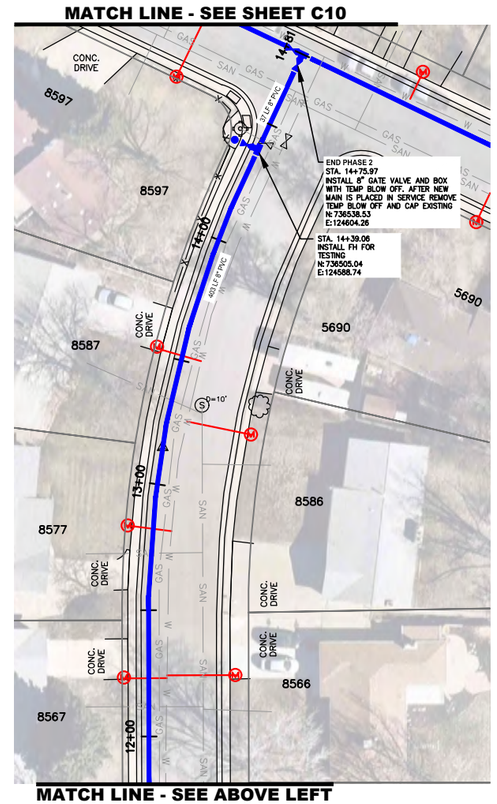
ENGINEER KS
CHECKED BY MS
DESIGN BY RN

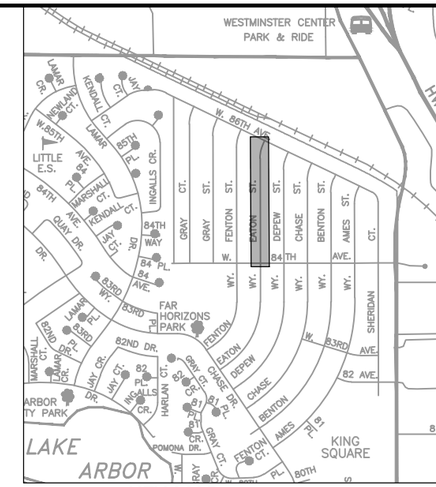
SHT **C3**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase C (SHEETS C1-C5).dwg , Plot Date: 11/10/2025









KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

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2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
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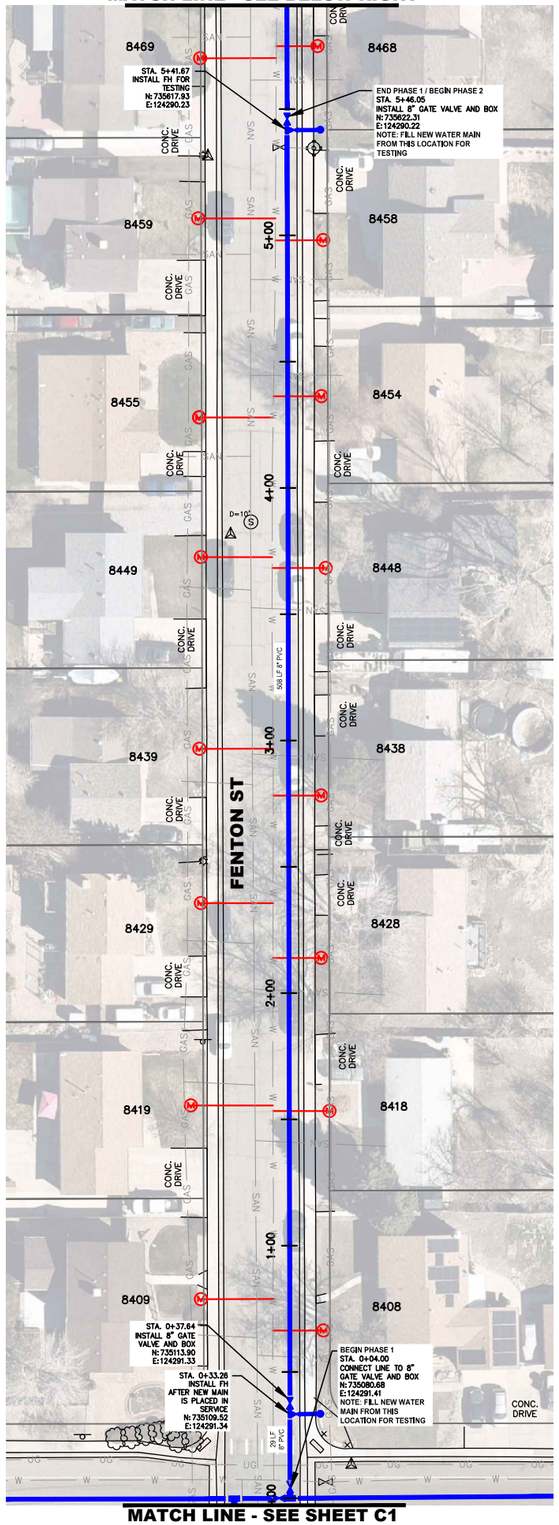
CITY OF ARVADA

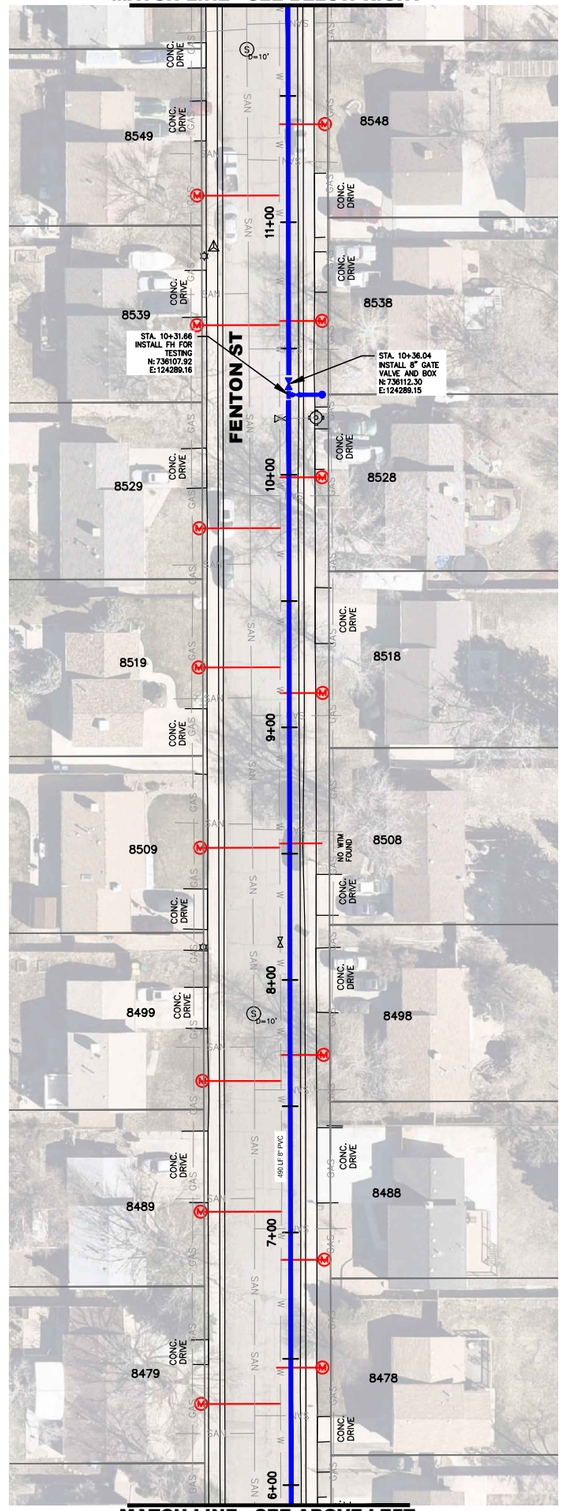
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
EATON WAY
FROM W 84TH AVE W 86TH AVE

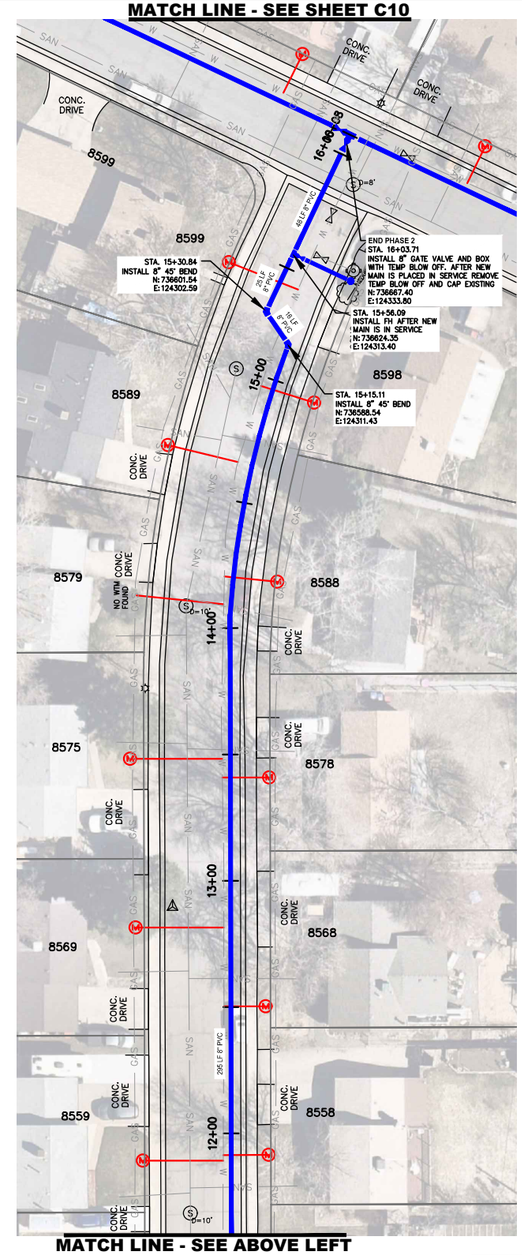
ENGINEER KS
CHECKED BY MS
DESIGN BY RN

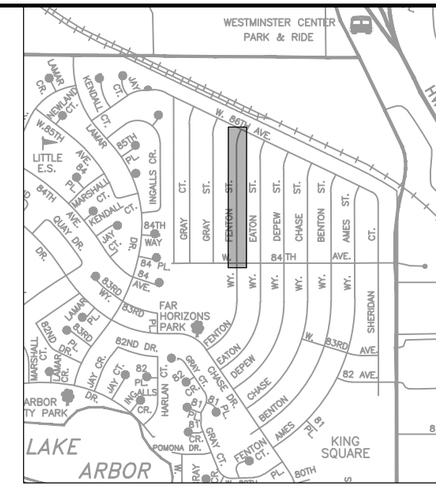
SHT **C4**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase C (SHEETS C1-C5).dwg , Plot Date: 11/10/2025









KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

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2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25 Date	25WA01 Job Number

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

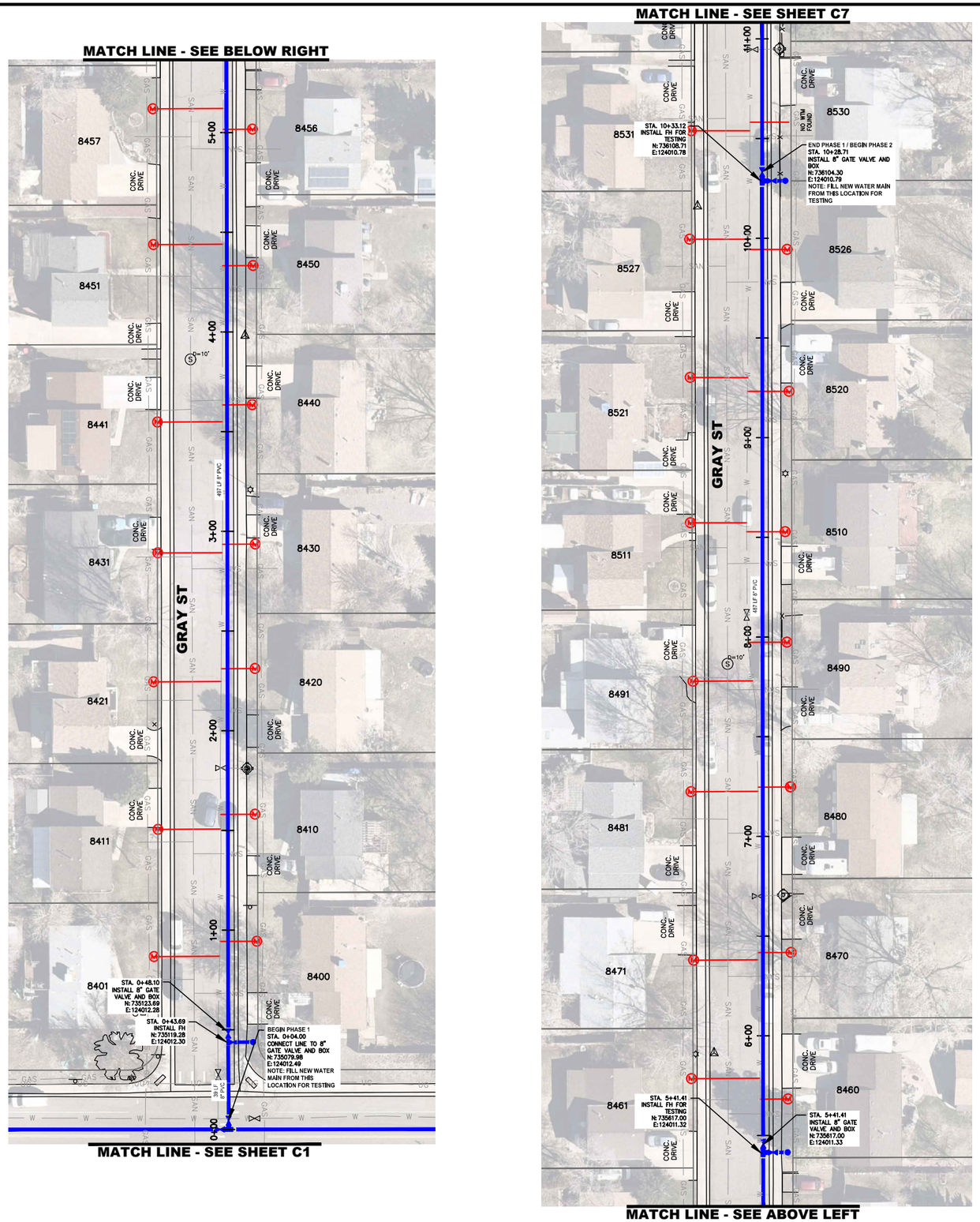
CITY OF ARVADA

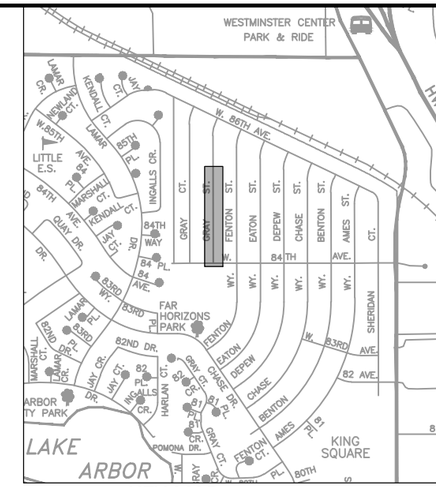
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
FENTON WAY
FROM W 84TH AVE TO W 86TH AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT C5

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase C (SHEETS C1-C5).dwg , Plot Date: 11/10/2025





KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. EXISTING AC MAIN TO BE ABANDONED
2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	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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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

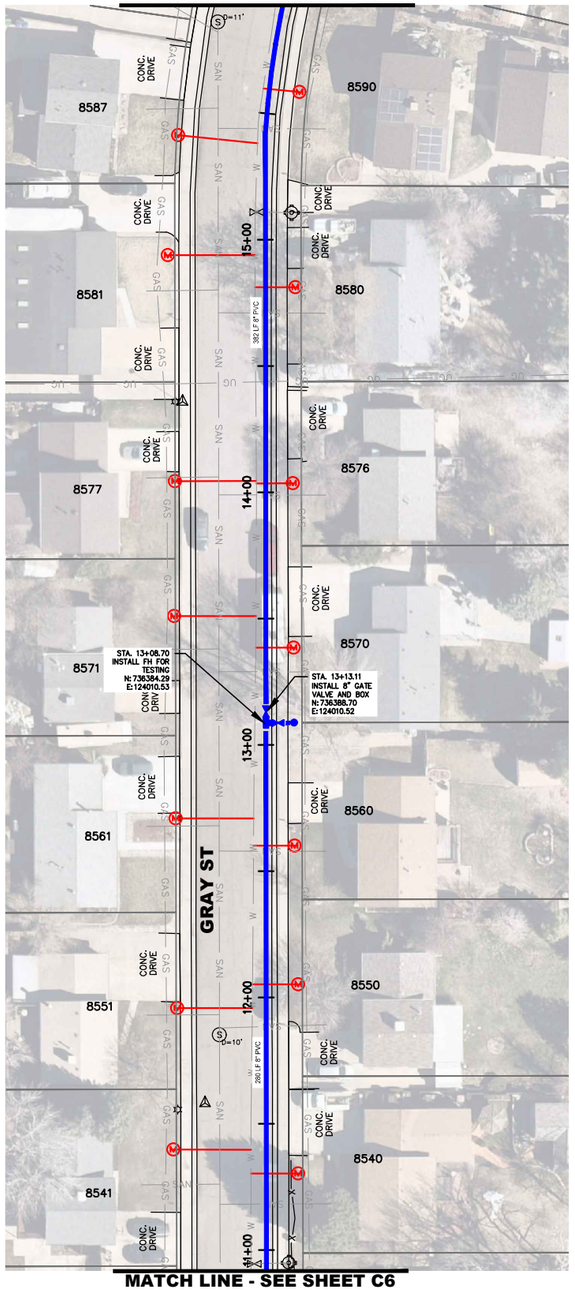
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
GRAY STREET
FROM W 84TH AVE TO W 86TH AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **C6**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase C (SHEETS C6-C9).dwg , Plot Date: 11/10/2025

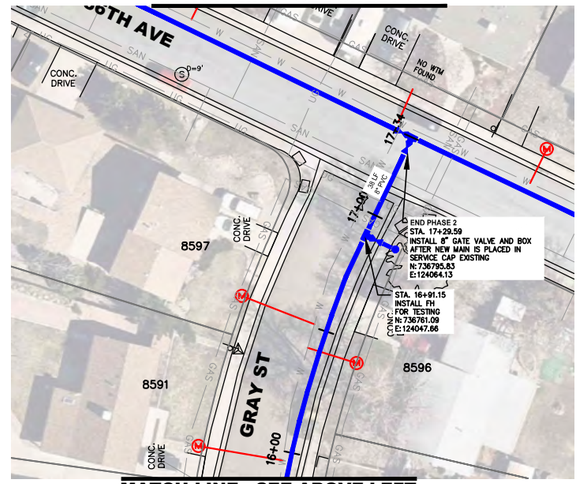
MATCH LINE - SEE BELOW RIGHT

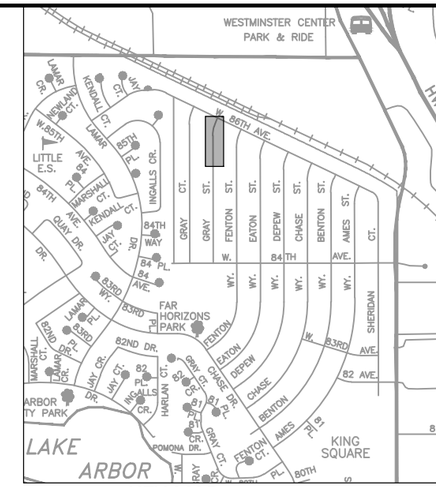


MATCH LINE - SEE ABOVE LEFT

MATCH LINE - SEE SHEET C6

MATCH LINE - SEE SHEET C11





KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. EXISTING AC MAIN TO BE ABANDONED
2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25 Date	25WA01 Job Number

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Public Works Department
Engineering Division
8101 Ralston Road
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Phone 720-898-7640

CITY OF ARVADA

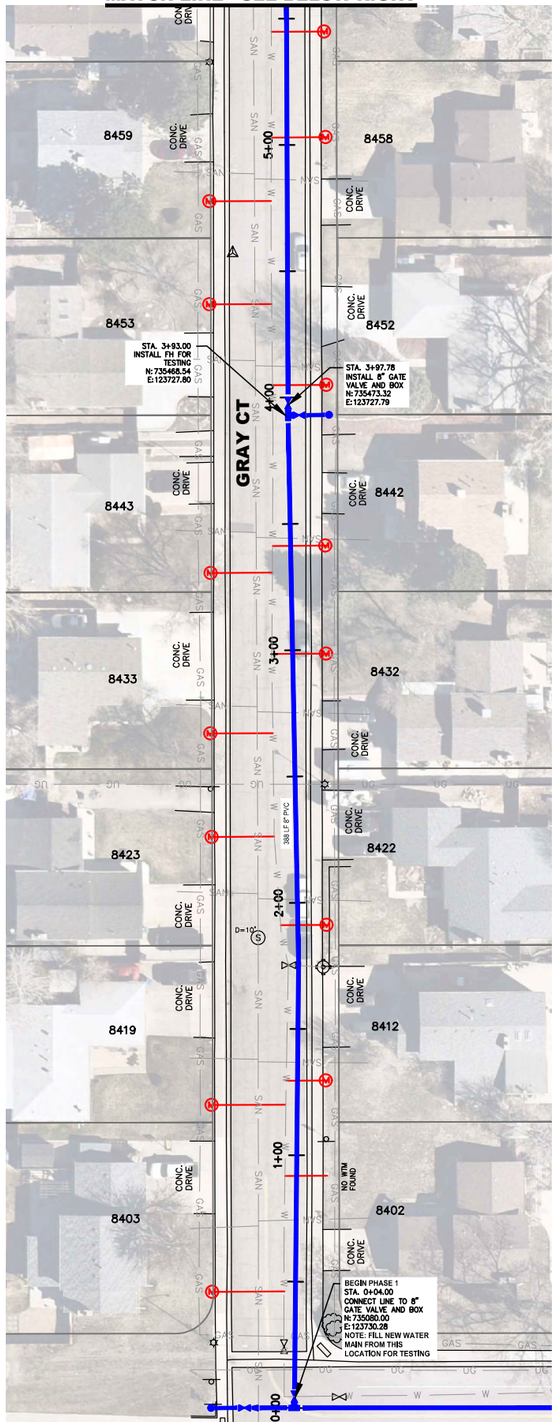
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
GRAY STREET
FROM W 84TH AVE TO W 86TH AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **C7**

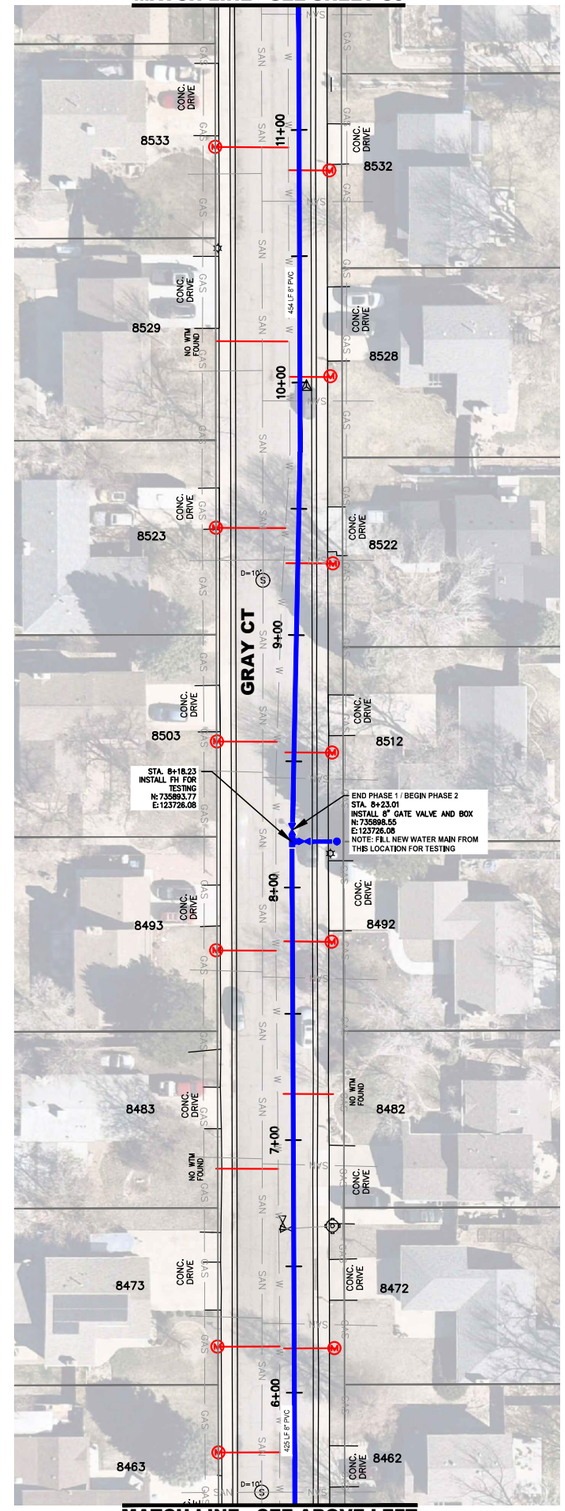
G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase C (SHEETS C6-C9).dwg , Plot Date: 11/10/2025

MATCH LINE - SEE BELOW RIGHT

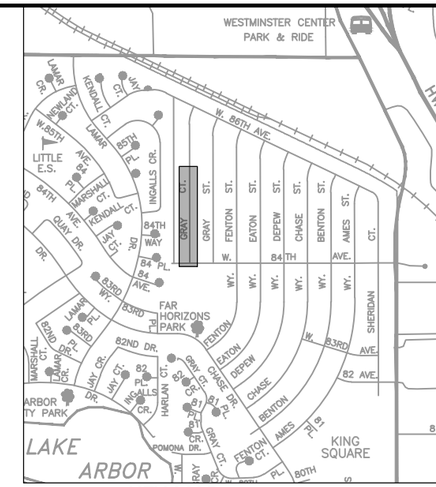


MATCH LINE - SEE SHEET C1

MATCH LINE - SEE SHEET C9



MATCH LINE - SEE ABOVE LEFT



KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. EXISTING AC MAIN TO BE ABANDONED
2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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Engineering Division
8101 Ralston Road
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Phone 720-898-7640

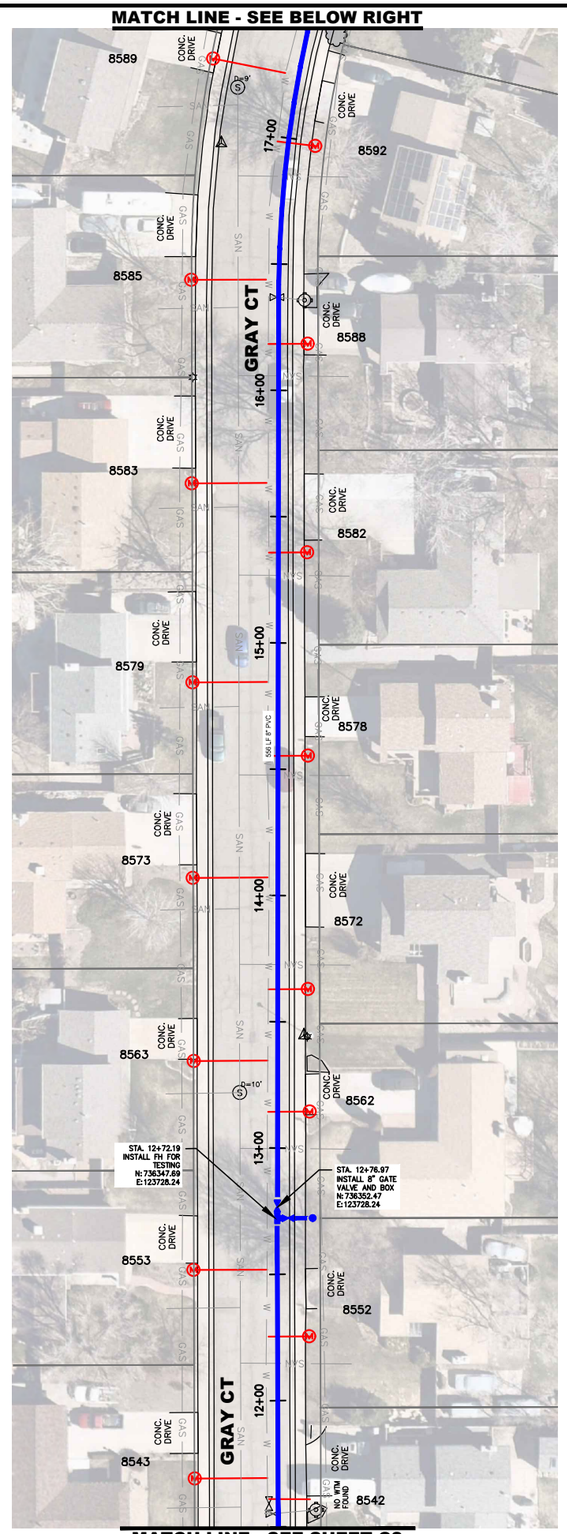
CITY OF ARVADA

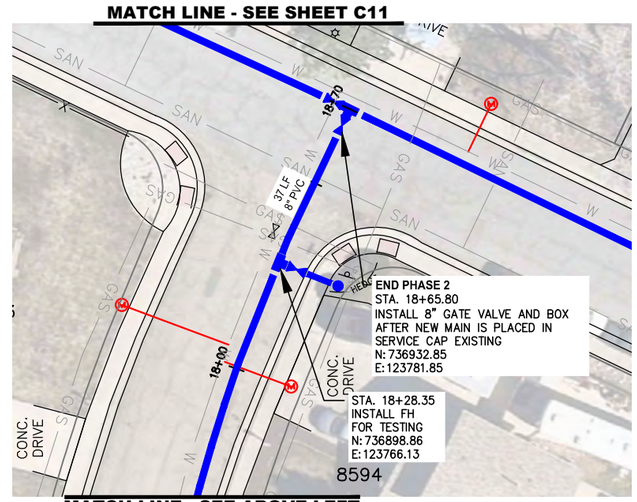
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
GRAY CT
FROM W. 84TH AVE TO W. 86TH AVE

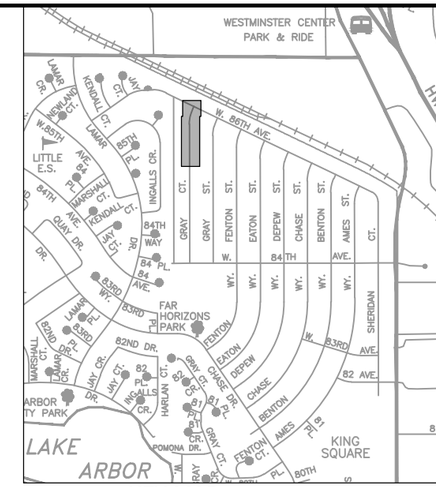
ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **C8**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H20 Main Phase C (SHEETS C6-C9).dwg , Plot Date: 11/19/2025







KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

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2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date	Job Number
	12/2/25	25WA01

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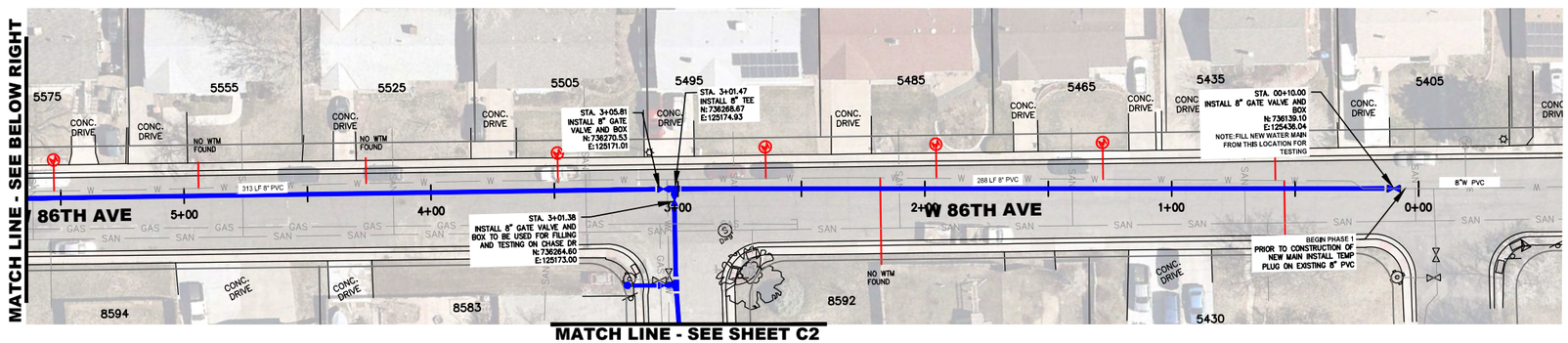
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
GRAY CT.
FROM W. 84TH AVE TO W. 86TH AVE

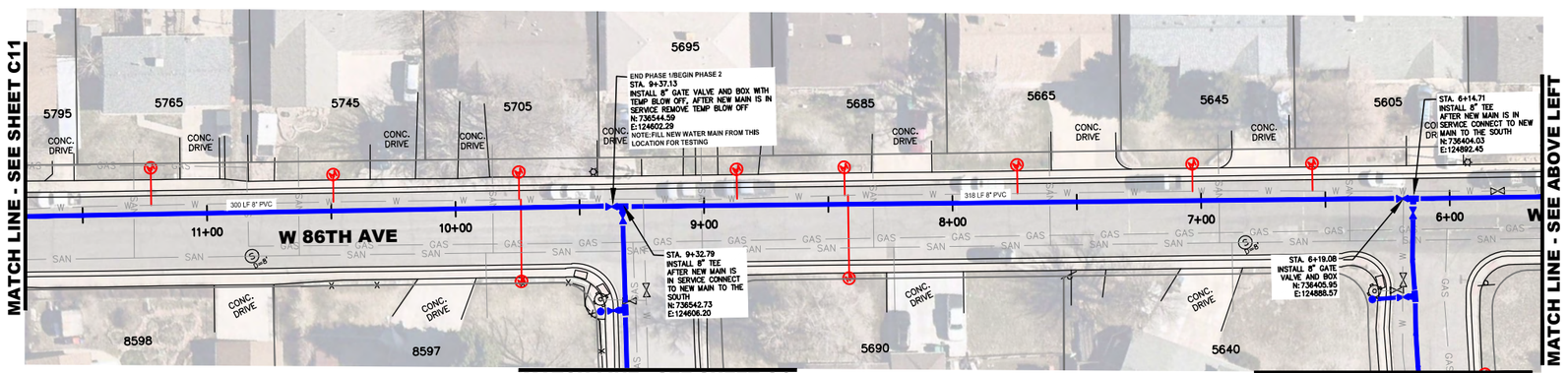
ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **C9**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H20 Main Phase C (SHEETS C6-C9).dwg , Plot Date: 11/10/2025

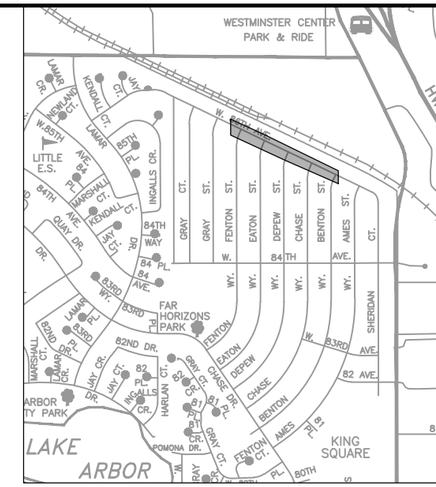


MATCH LINE - SEE SHEET C2



MATCH LINE - SEE SHEET C4

MATCH LINE - SEE SHEET C3



KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

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2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25 Date	25WA01 Job Number

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

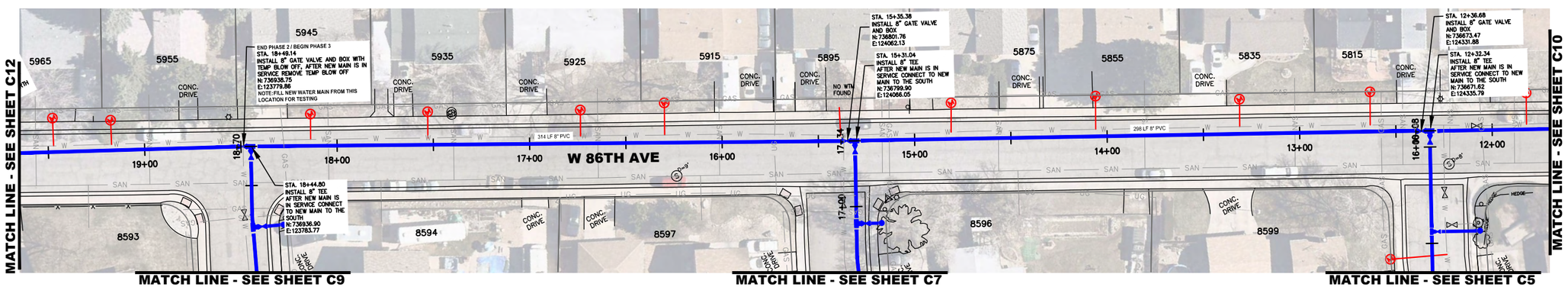
CITY OF ARVADA

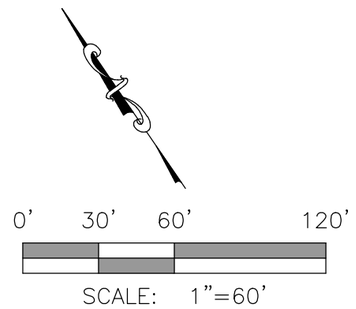
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W. 86TH AVE
FROM BENTON ST. TO FENTON ST.

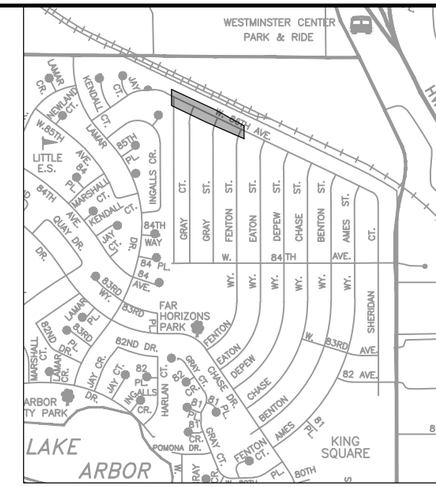
ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **C10**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase C (SHEETS C10-C12).dwg , Plot Date: 11/19/2025







KEY MAP *(Not To Scale)*

NOTES:

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2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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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

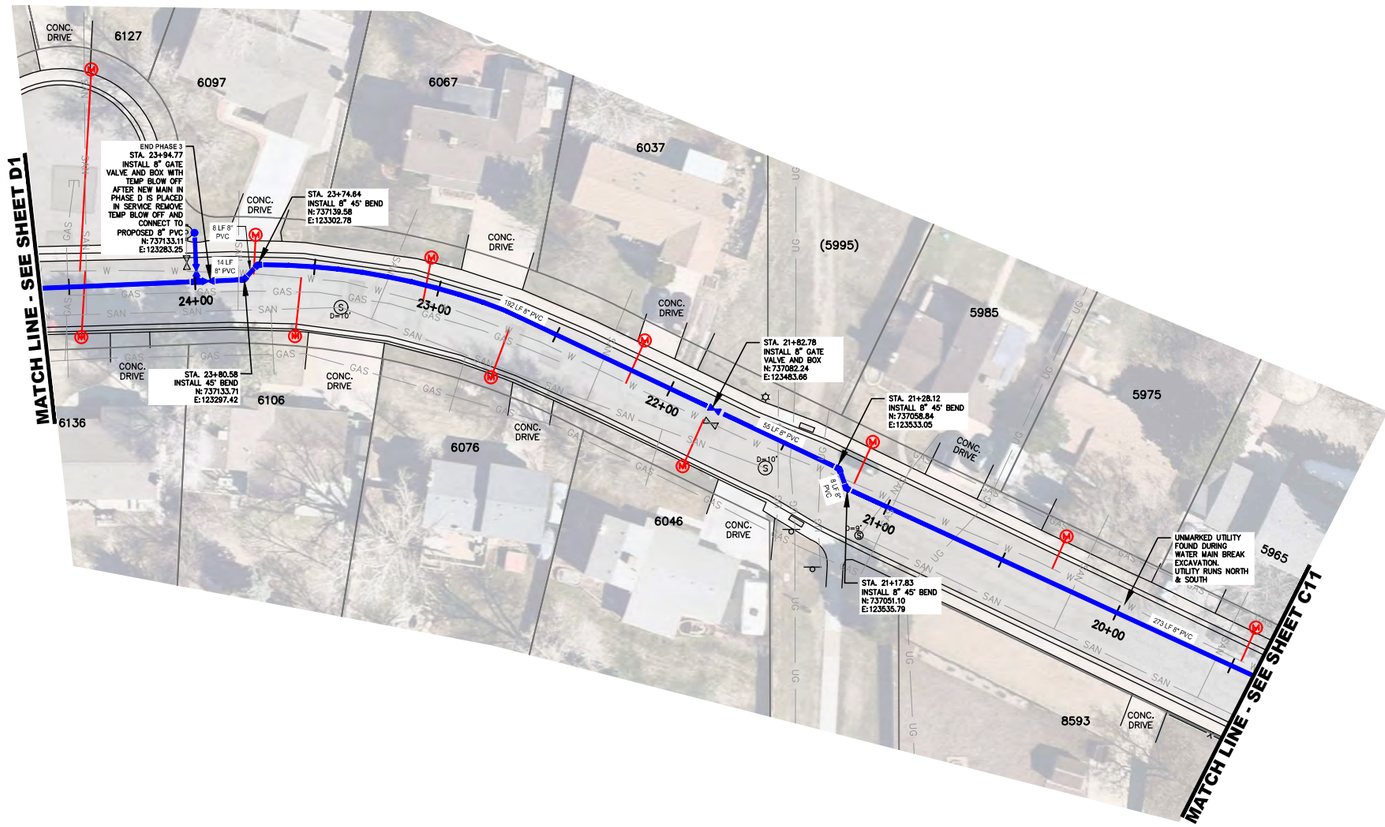
CITY OF ARVADA

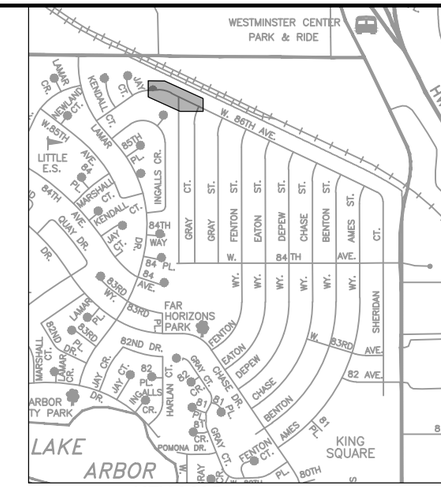
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W. 86TH AVE
FROM FENTON ST. TO GRAY CT.

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **C11**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase C (SHEETS C10-C12).dwg , Plot Date: 11/10/2025





KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

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2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25 Date	25WA01 Job Number

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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

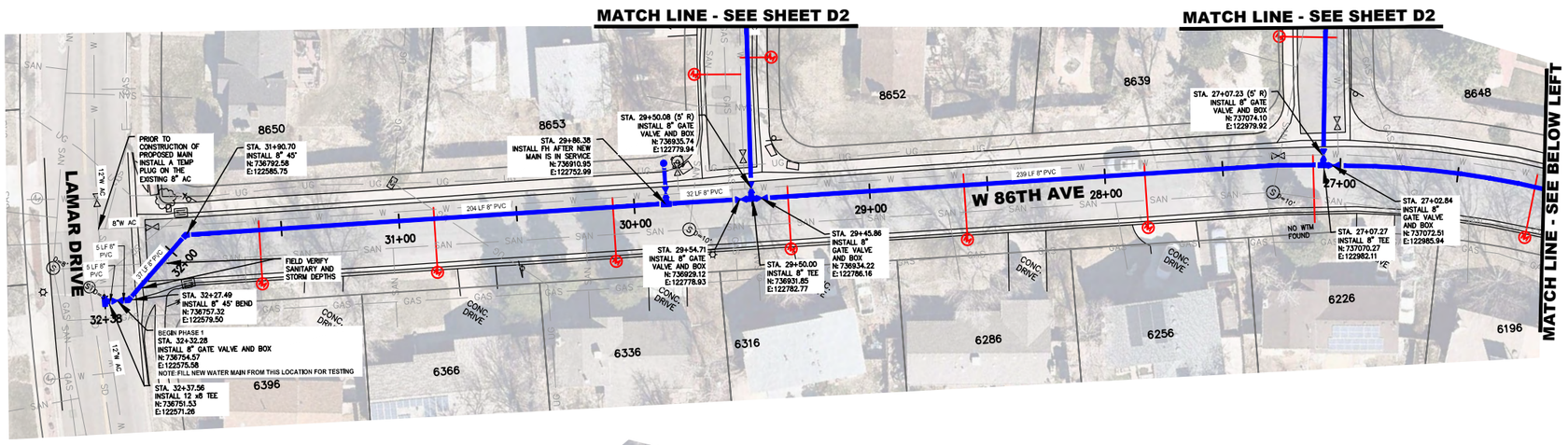
CITY OF ARVADA

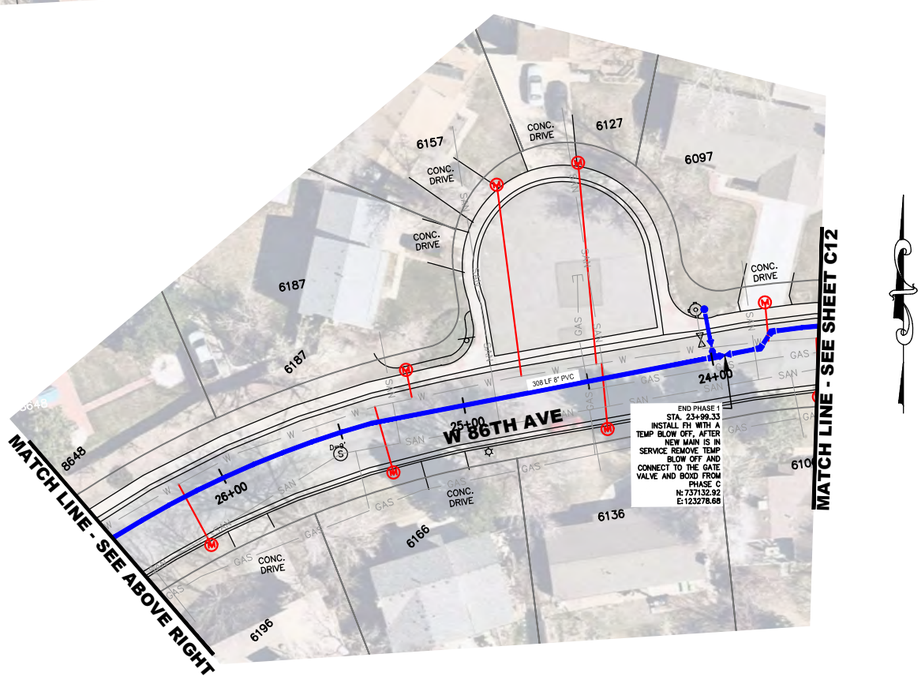
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 86TH AVE
FROM LAMAR DR

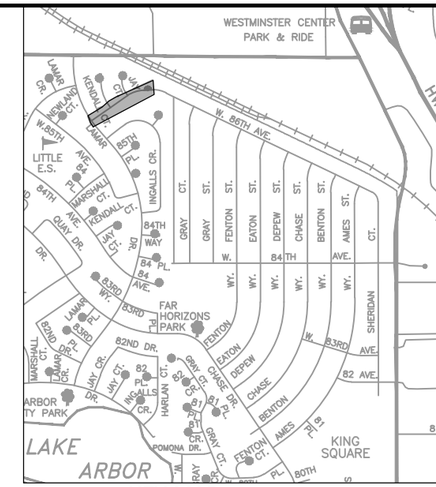
ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **C12**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase C (SHEETS C10-C12).dwg , Plot Date: 11/19/2025







KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

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2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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

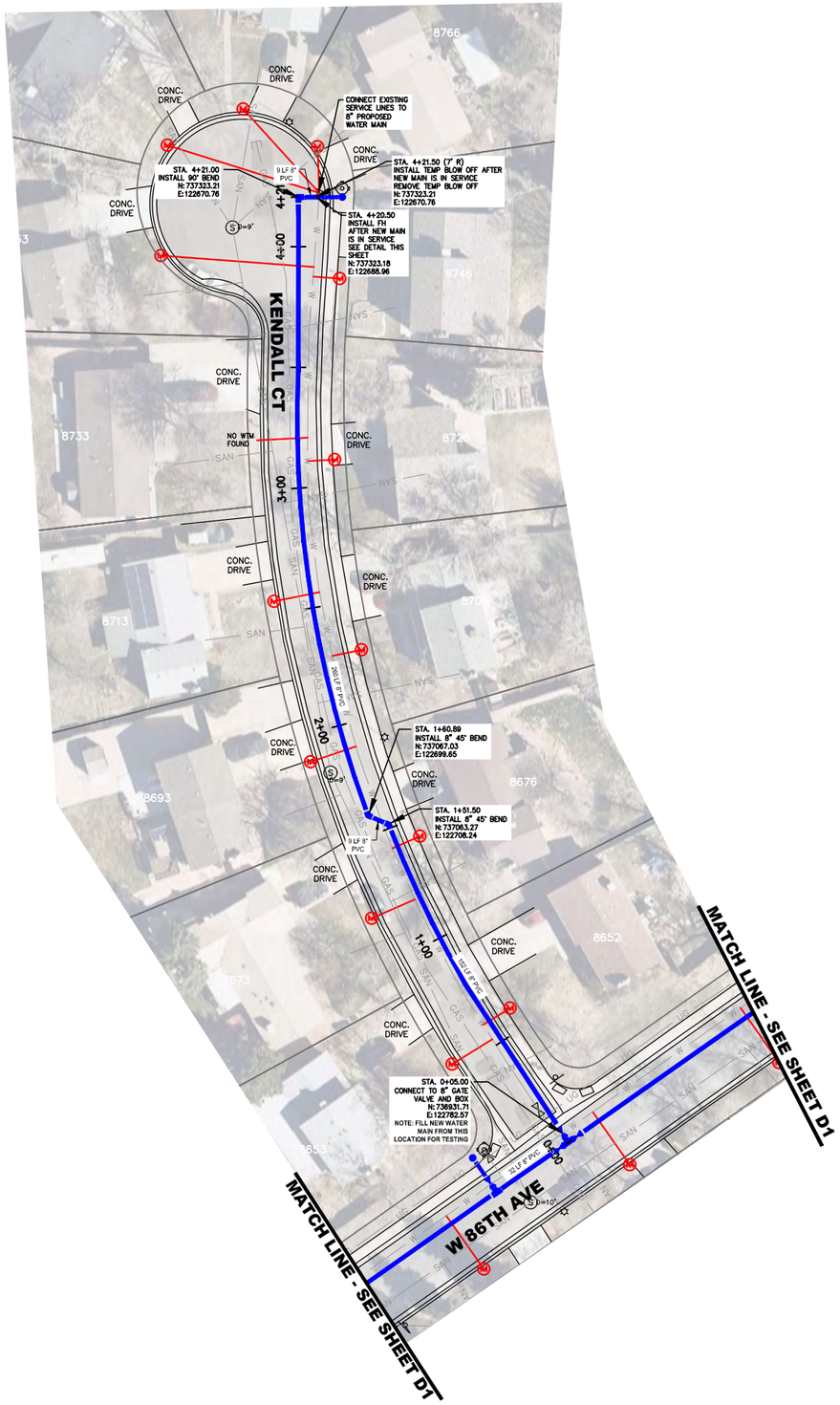
CITY OF ARVADA

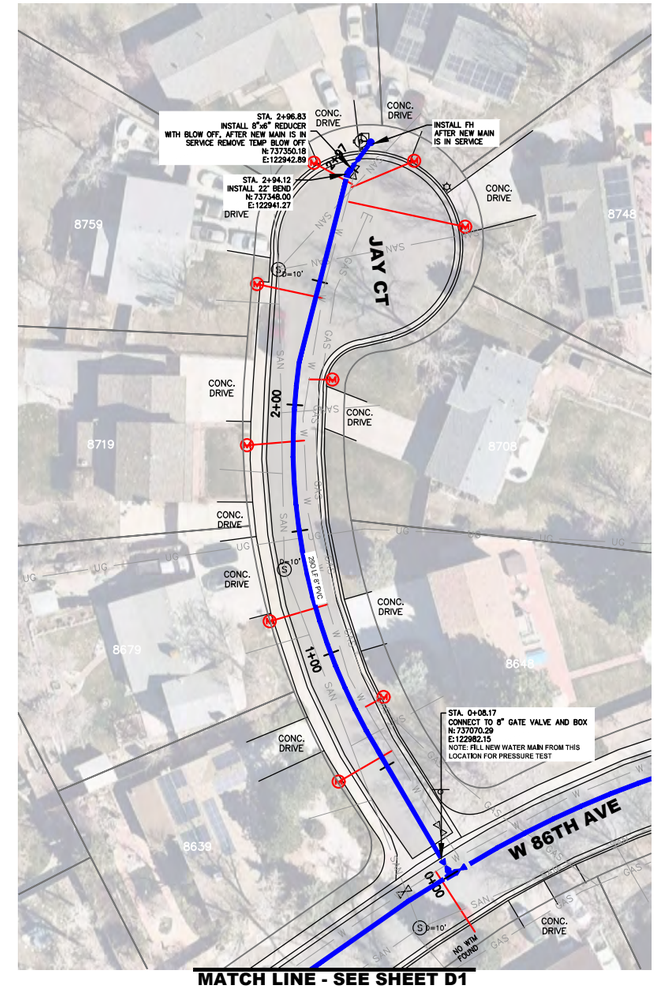
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W. 86TH AVE
FROM LAMAR TO THE
EAST KNUCKLE ON W 86TH AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

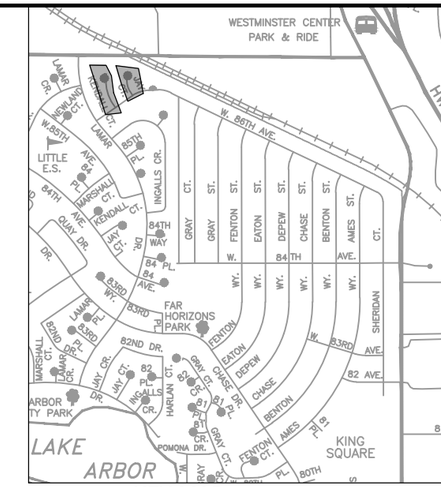
SHT **D1**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase D (SHEETS).dwg , Plot Date: 11/20/2025





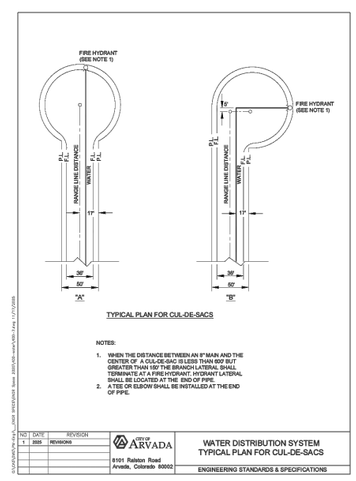
MATCH LINE - SEE SHEET D1



KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'



NOTES:

1. EXISTING AC MAIN TO BE ABANDONED
2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date: 12/2/25	Job Number: 25WA01

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Phone 720-898-7640

CITY OF ARVADA

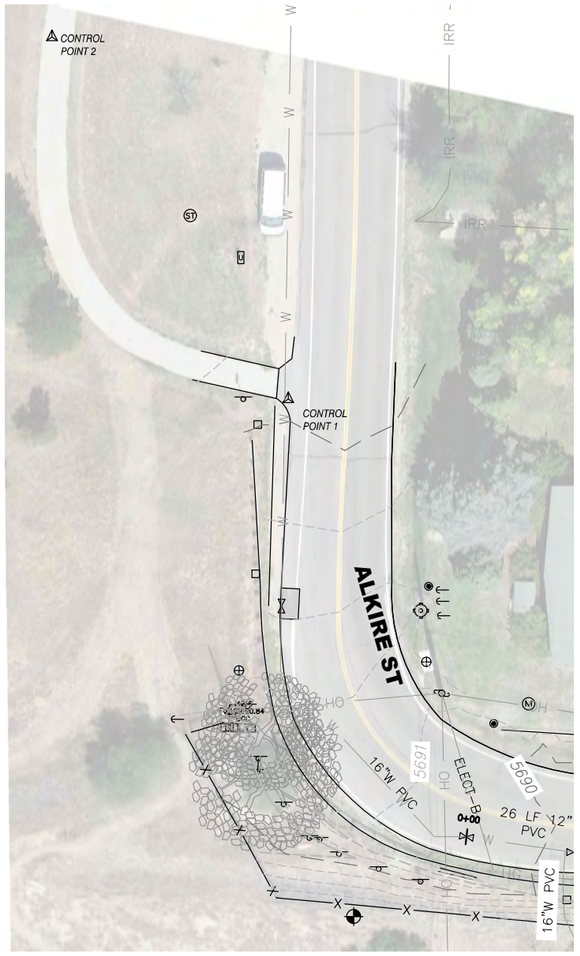
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
JAY CT CUL-DE-SAC
AND
KENDALL CT CUL-DE-SAC

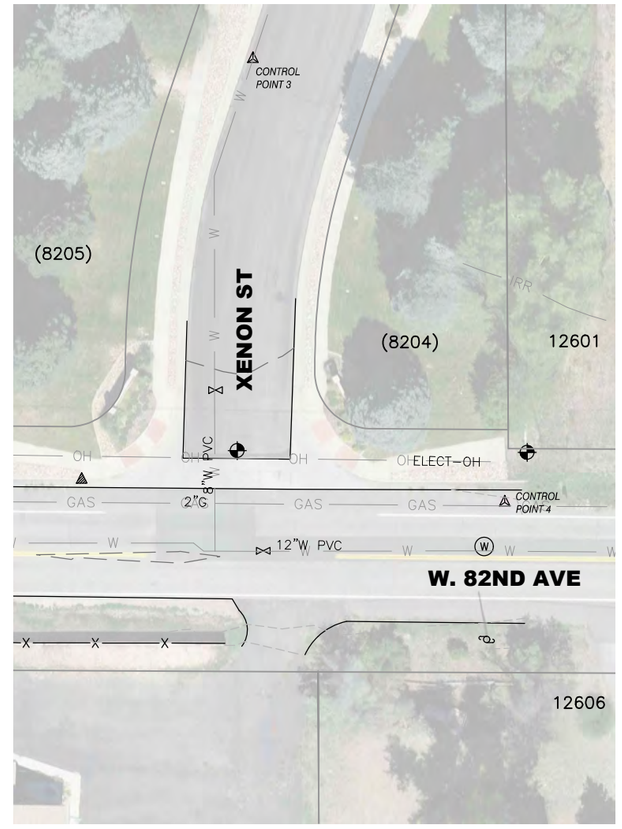
ENGINEER KS
CHECKED BY MS
DESIGN BY RN

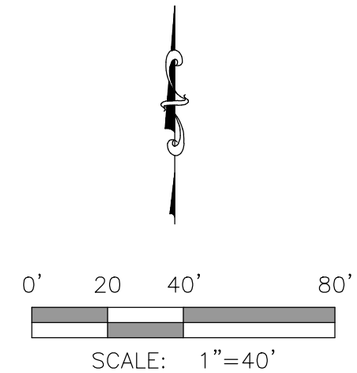
SHT **D2**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase D (SHEETS).dwg , Plot Date: 11/21/2025

82nd / Alkire St to Xenon St Site
Survey Project Control







Survey Control Points
Project Control
NAVD88, Geoid 18
US Ft.

Point #	State Plane Northing	State Plane Easting	Project Coord. Northing	Project Coord. Easting	Elevation	Description
1	1733394.88	3098886.43	733826.17	99657.47	5695.33	CP NAIL
2	1733490.41	3098824.12	733921.72	99595.14	5697.35	CP CROSS
3	1733281.21	3100822.66	733712.47	101594.18	5675.97	CP NAIL
4	1733164.23	3100889.06	733595.46	101660.60	5674.08	CP NAIL

****NOTE: THE 82ND / ALKIRE PROJECT LOCATION HAS A <u>DIFFERENT</u> COORDINATE SYSTEM AND SCALE FACTOR FROM THE FAR HORIZONS LOCATION IN THIS PROJECT.****

Vertical Datum: The Vertical Datum is NAVD88

<u>82ND / ALKIRE COORDINATE DATUM:</u>
The Project combined factor listed below was from the 2024 City of Arvada 24-WA-01 water project. The average combined factor was derived from OPUS RS reports from the 24-WA-01 project control points. The listed control points below (CP1-4) were derived by Leica Smartnet 20-second GNSS RTK in May 2023.

Project Coordinates are modified Colorado State Plane Central Zone Coordinates, derived using the following formulas:

<u>CONVERSION OF STATE PLANE TO PROJECT CONTROL:</u>
Project Northing = (State Plane Northing * 1.000248812) - 1000000.00

Project Easting = (State Plane Easting * 1.000248812) - 3000000.00

<u>CONVERSION OF PROJECT CONTROL TO STATE PLANE:</u>
State Plane Northing = (Project Northing +1000000.00) * 0.999751250

State Plane Easting = (Project Easting +3000000.00) * 0.999751250

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	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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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

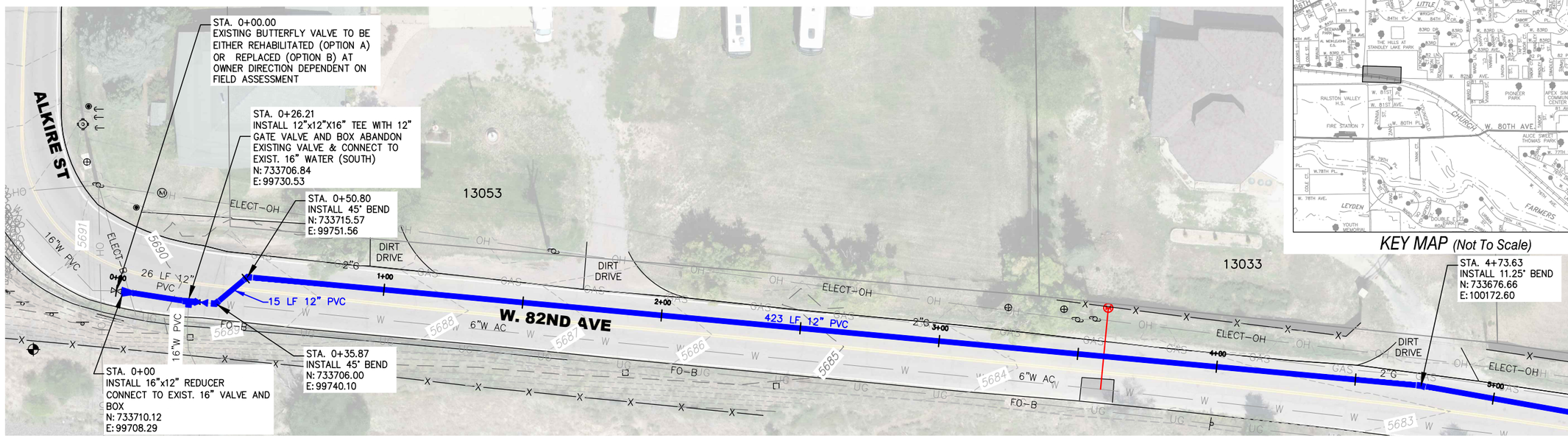
CITY OF ARVADA

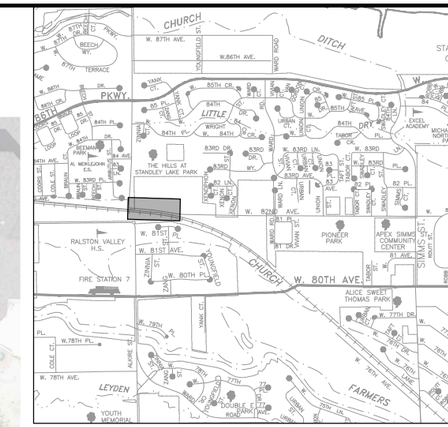
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST
SURVEY CONTROL POINTS

ENGINEER KS
CHECKED BY KS
DESIGN BY

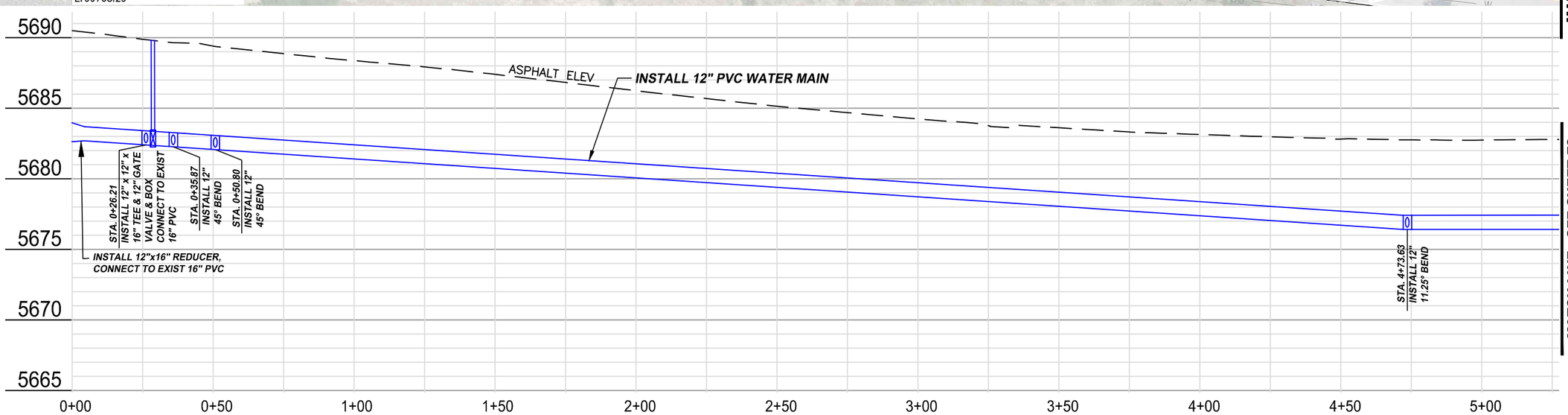
SHT **E1**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\82nd & Alkire\82nd & Alkire.dwg , Plot Date: 11/20/2025





KEY MAP (Not To Scale)



0' 20 40' 80'

SCALE: 1"=40'

NOTES:

1. ENSURE PROPER SEPARATION FROM EXISTING UNDERGROUND UTILITIES AS LOCATED IN THE FIELD
2. ABANDON/REMOVE EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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Phone 720-898-7640

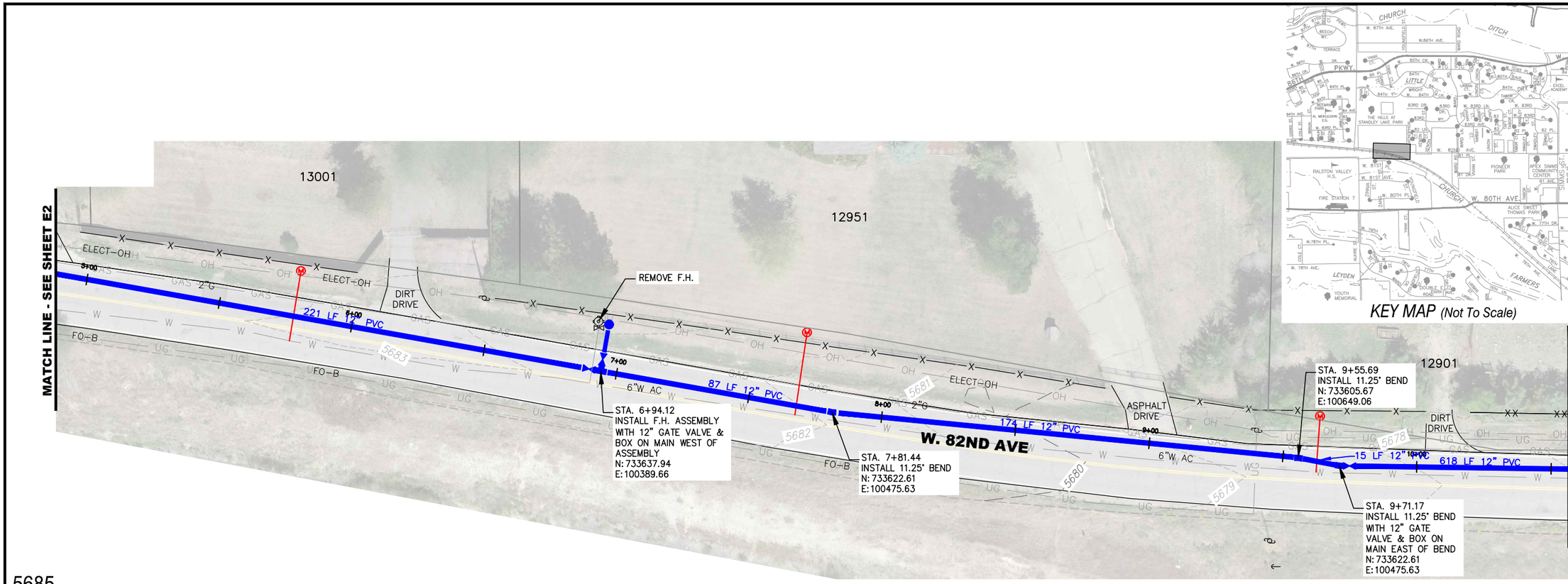
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST

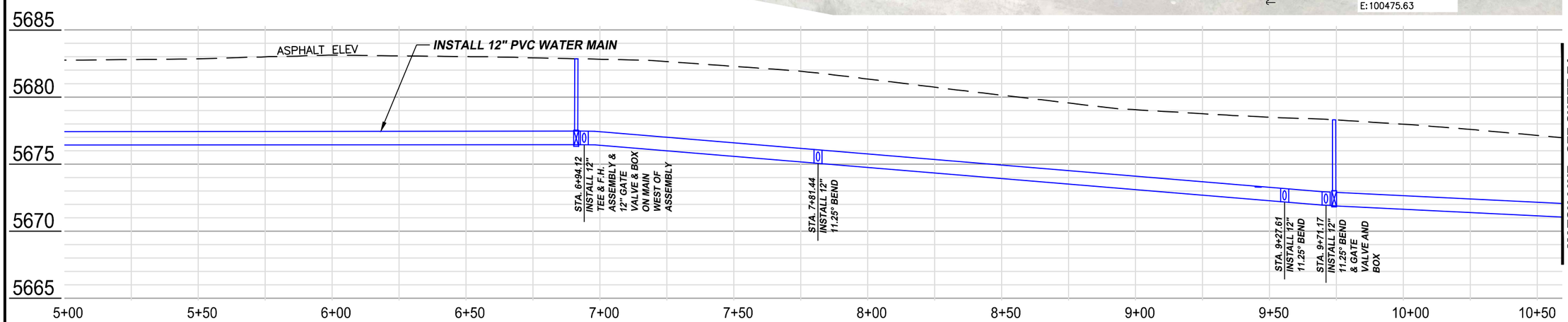
ENGINEER KS
CHECKED BY KS
DESIGN BY

SHT **E2**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\82nd & Alkire\82nd & Alkire.dwg , Plot Date: 11/20/2025



KEY MAP (Not To Scale)



0' 20 40' 80'

SCALE: 1"=40'

NOTES:

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2. ABANDON/REMOVE EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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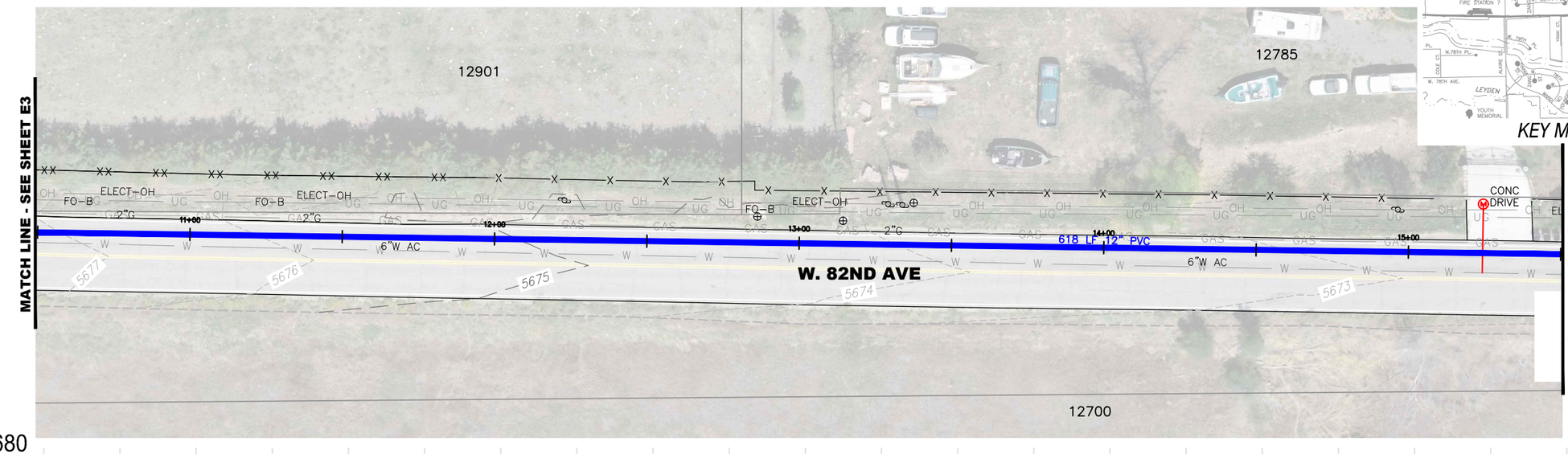
CITY OF ARVADA

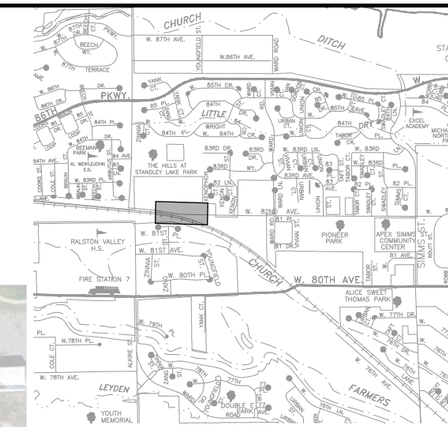
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST

ENGINEER KS
CHECKED BY KS
DESIGN BY

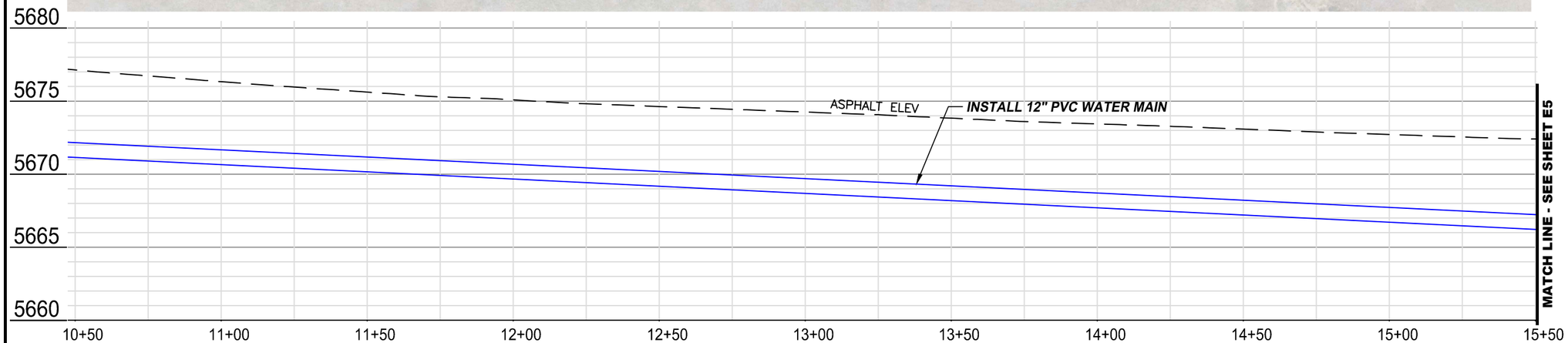
SHT **E3**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\82nd & Alkire\82nd & Alkire.dwg , Plot Date: 11/20/2025





KEY MAP *(Not To Scale)*



0' 20 40' 80'

SCALE: 1"=40'

NOTES:

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2. ABANDON/REMOVE EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25 Date	25WA01 Job Number

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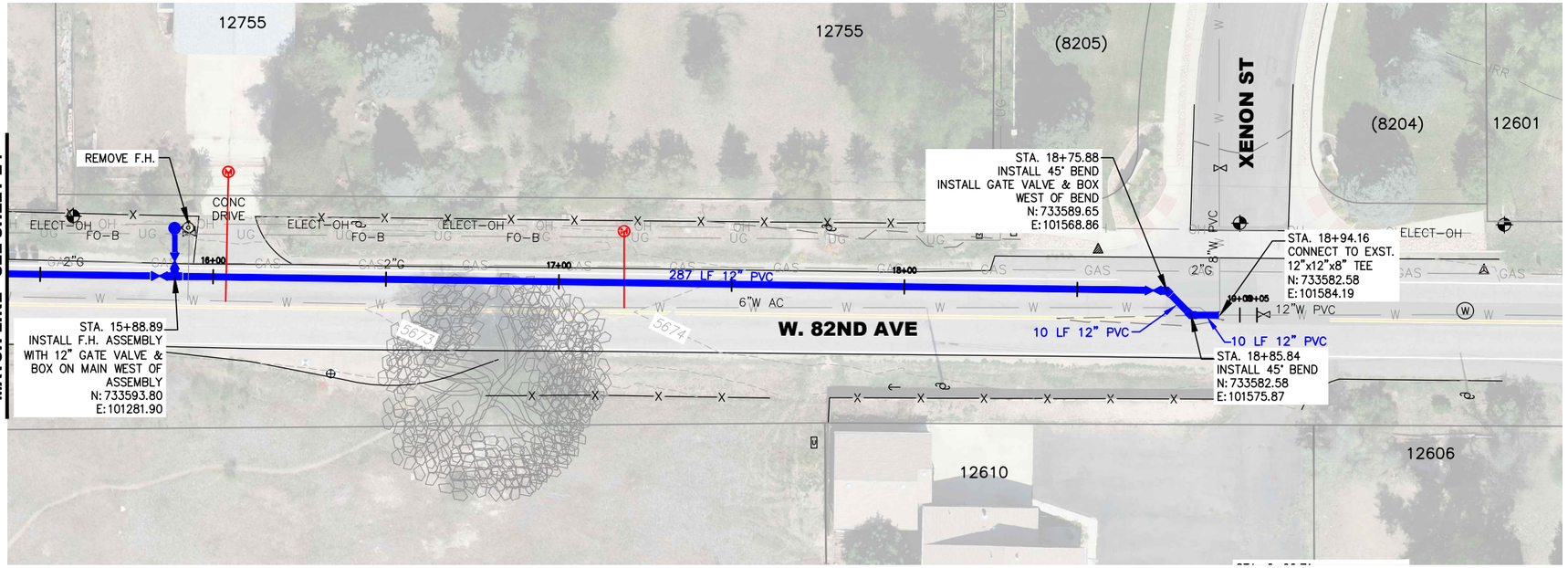
CITY OF ARVADA

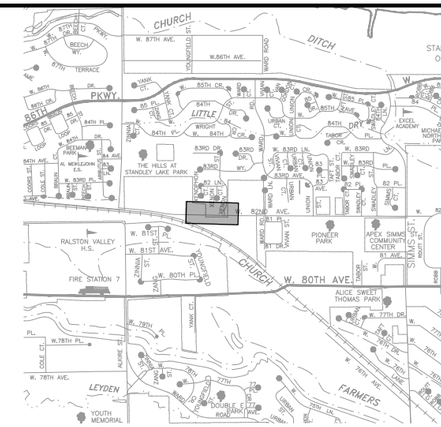
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST

ENGINEER KS
CHECKED BY KS
DESIGN BY

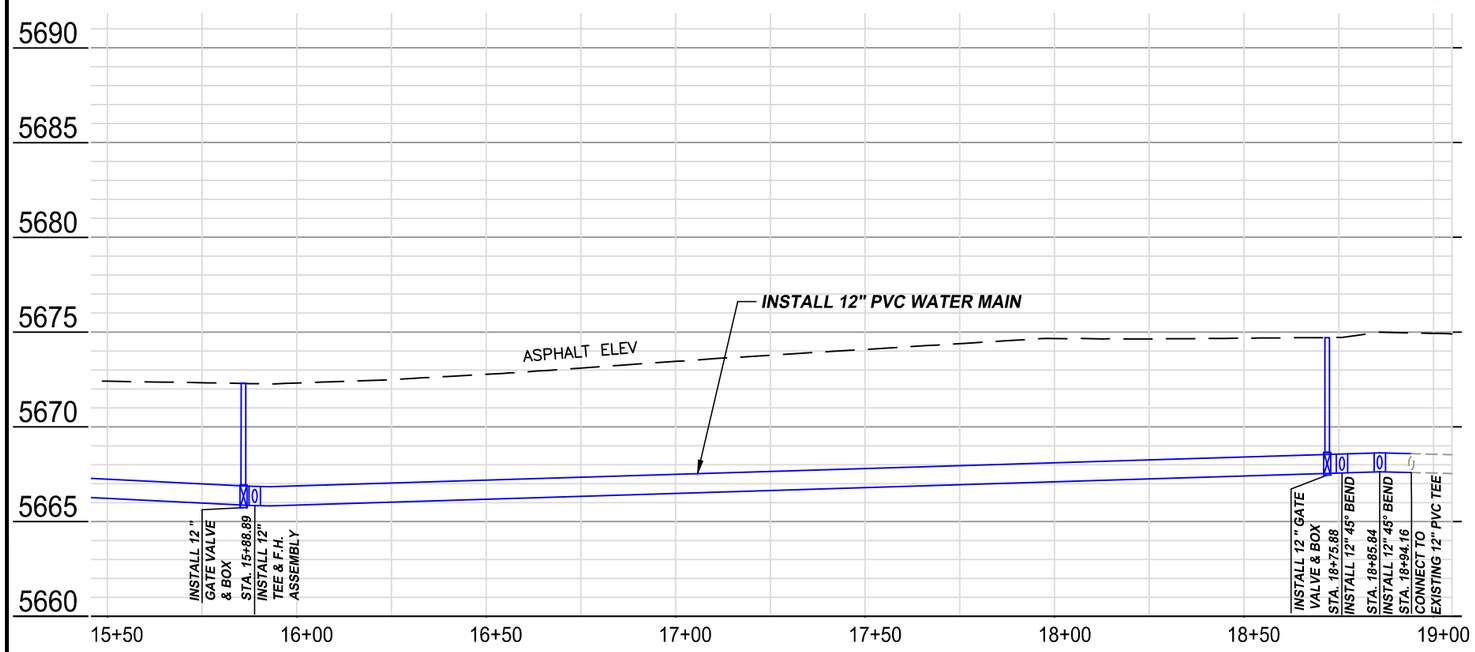
SHT **E4**

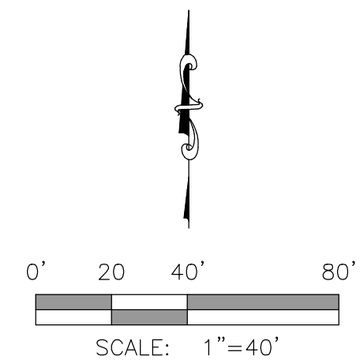
G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\82nd & Alkire\82nd & Alkire.dwg , Plot Date: 11/20/2025





KEY MAP *(Not To Scale)*





NOTES:

1. ENSURE PROPER SEPARATION FROM EXISTING UNDERGROUND UTILITIES AS LOCATED IN THE FIELD
2. ABANDON/REMOVE EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/2/25	25WA01
	Date	Job Number

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

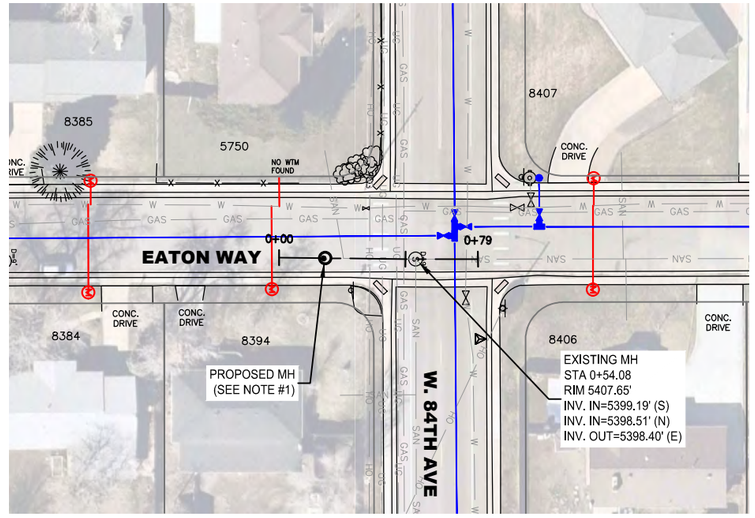
CITY OF ARVADA

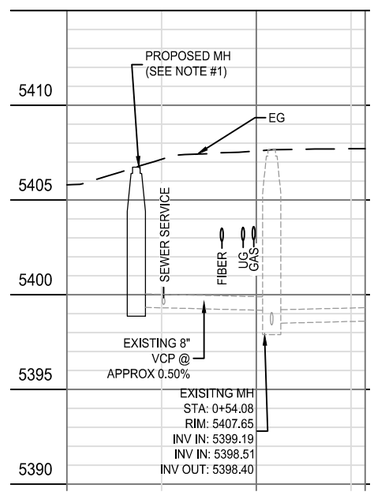
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST

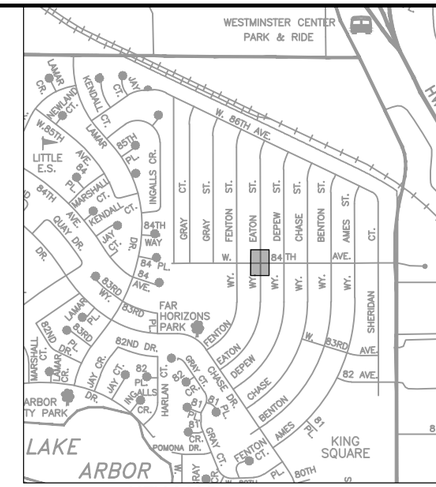
ENGINEER KS
CHECKED BY KS
DESIGN BY

SHT **E5**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\82nd & Alkire\82nd & Alkire.dwg , Plot Date: 11/20/2025







KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. EXISTING CLEAN OUT IS PAVED OVER. REMOVE EXISTING CLEAN OUT. PROPOSED MH IS APPROXIMATE LOCATION, INVERT OUT (N) TO BE DETERMINED IN THE FIELD.
   APPROXIMATE COORDINATES OF CLEAN OUT
   N: 735034.32
   E: 124569.99
2. PLACE MAINTENANCE HOLE AT THE END OF THE STUB OUT AT THE SAME ELEVATION. MAINTENANCE HOLE INVERT TO BE DETERMINED IN THE FIELD DUE TO UNCERTAINTY OF ELEVATION
3. ALL LOCATIONS AND DEPTHS OF UTILITIES SHALL BE FIELD VERIFIED

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date	Job Number
	12/2/25	25WA01

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

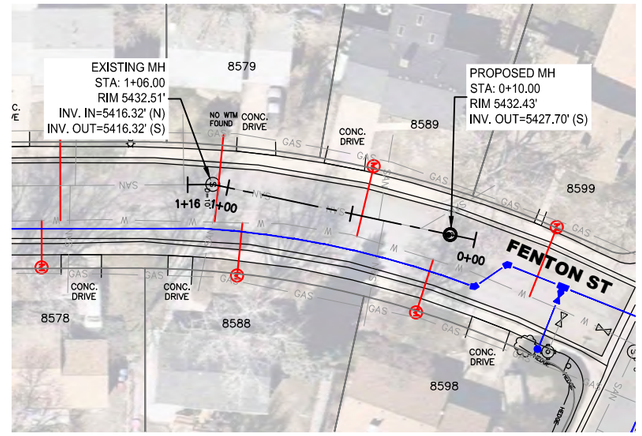
CITY OF ARVADA

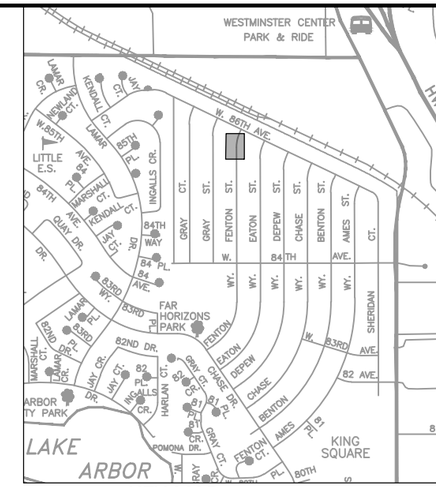
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
EATON WAY
PROPOSED SEWER

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **S1**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\Eaton & Fenton Sewer.dwg , Plot Date: 11/20/2025

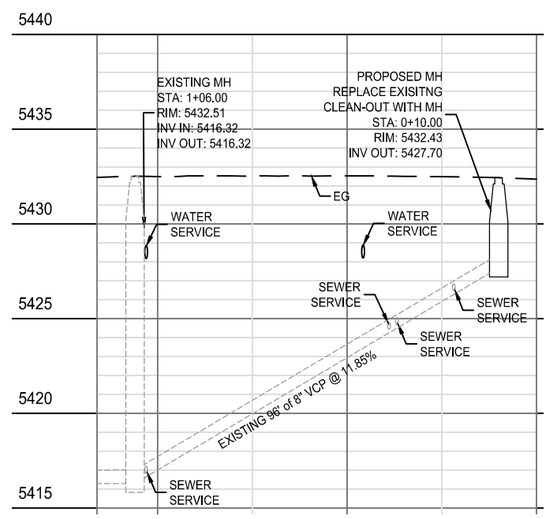




KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'



NOTES:

1. REPLACE EXISTING CLEAN-OUT WITH MAINTENANCE HOLE IN SAME LOCATION AND ELEVATION
2. ALL LOCATIONS AND DEPTHS OF UTILITIES SHALL BE FIELD VERIFIED

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date	Job Number
	12/2/25	25WA01

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Engineering Division
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Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
FENTON ST
PROPOSED SEWER

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **S2**

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CITY OF ARVADA

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

COMPETITIVE SEALED BID - ADDENDUM

CSB #:	**25-ENG-097**
Title:	**2025 WATER MAIN REPLACEMENT PROJECT #25-WA-01**
CSB Issued:	12/3/2025
Addendum #:	**1**
Today's Date:	12/31/2025
Bids Due By:	**1/13/2026 2:00 pm MT** (NO CHANGE)
Questions Deadline:	12/19/2025 2:00 pm MT MDT (NO CHANGE) Questions are no longer being accepted

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

The following clarifications, updates, and answers to the questions received are to be incorporated into the Competitive Sealed Bid #**25-ENG-097**. All other information shall remain unchanged.

Attachment A - Bid Schedule:
Unit of Measure has been changed from LS to EA for the following Item Nos: 11, 21, 30, 39, and 48.
Bidders are hereby instructed to disregard the original Bid Schedule and use the attached Attachment A 25-ENG-097 Bid Schedule in Excel Format for Submittal 25-WA-01 Revised - Addendum 1 to complete their bid pricing.

Attachment B - 25WA01 - 2025 Water Main Replacement Final BID Plans:
Sheets E2 through E5 have been updated to reflect a design change in the horizontal alignment of the waterline, and placement of fire hydrants.
Bidders are hereby instructed to disregard the original Attachment B - 25WA01 - 2025 Water Main Replacement Final BID Plans in its entirety and replace it with the attached Attachment B - 25WA01-2025 Water Main Replacement Bid Plans Revised - Addendum 1

ATTACHMENTS:
- Questions Received and Answers
- Attachment A 25-ENG-097 Bid Schedule in Excel Format for Submittal 25-WA-01 Revised - Addendum 1
- Attachment B - 25WA01-2025 Water Main Replacement Bid Plans Revised - Addendum 1
- Prebid Meeting Agenda
- Prebid Meeting Attendees List

Questions & Answers - 1

Project	25-ENG-097 - 2025 Water Main Replacement Project #25-WA-01
Buying Organization	City of Arvada

No	Question/Answer	Question Date
Q1	**Question: Questions 12/10/25** a.Bid form states C900 but City of Arvada allows C909. Will C909 be allowed? b.Regarding the water service tap reconnections, can we get clarification on what's required? Plans seem to show a meter pit, are we replacing the setter, dome, and pit or only required to connect to the existing service line via a saddle, corporation stop, service line and coupling? c.Regarding the BFV Option B, the AV-Tek BFV is a double eccentric BFV, is this specification a requirement? **Answer:** a. Yes, C909 will be allowed. b. The Contractor is only required to connect to the existing service line via a saddle, corporation stop, service line and coupling. c. Double eccentric butterfly valves are not a requirement; however, it is preferred. Please reference section 420.08 and 400-27 of the City Code of Standards and Specifications. The City also has an approved product list to reference (https://www.arvadaco.gov/1290/Approved-Product-List-APL).	12/10/2025
Q2	**Question: Required Backfill** 1. On page 3, street notes #6, it states that when excavating in asphalt or concrete, native soils cannot be used for backfill and Class 1 structural fill is required. Is structural fill required for backfill? **Answer:** Yes, CDOT Class 1 Structural Fill Material is required for backfill.	12/16/2025
Q3	**Question: Special Provisions** Within the Special provisions 1.01 b. & c.: Will these be required at time of submittal? **Answer:** Yes, both Relevant Experience and Project Approach will be required at the time of CSB submittal.	12/18/2025
Q4	**Question: Scope of work** Please define the scope for "rehabilitation" relating to item 53? **Answer:** Item 53 Option A includes rehabilitating the existing butterfly valve. Rehabilitation may include but is not limited to replacing the seat, packing, and bearings.	12/18/2025
Q5	**Question: Trench Backfill** The Engineering Standards refer to suitable native fill being used as backfill but the general notes in the plans state that Structural Fill Class 1 is required as backfill? Can you confirm that imported structural fill will be used and all native is to be off hauled from site. **Answer:** Yes, CDOT Class 1 Structural Fill Material is required for backfill and all native is to be hauled off from site.	12/18/2025

No	Question/Answer	Question Date
Q6	**Question: Corrosion Protection** If bolts at fitting are poly wrapped will wax application be required? **Answer:** No, if bolts are polyethylene wrapped no wax application is required. Please see Arvada Approved Product List for approved bolt product.	12/18/2025
Q7	**Question: Aspahlt Measurement and Payment** Asphalt Patch Back per the Project specifications, within Measurement and Payment #15, 24, 33, 42, 52, 57 patch back pay limit to be per detail 400-1. Please confirm that 400-1 will be used for construction, not 900-1. **Answer:** Detail 400-1 will be used for construction, not 900-1. "Trench Resurfacing Pay Limit 18"+O.D.(max)/2".	12/18/2025
Q8	**Question: Working Hours** Please Identify all streets within the project that are classified as arterial or collector and if work within them will be subject to 129.01 working hours restricted to 8:30 am to 3:30 pm? **Answer:** W 82nd Ave near Alkire, Chase Dr and Lamar Dr are the only collectors that will have restricted working hours from 8:30AM to 3:30PM. The rest of the work area is on residential streets.	12/18/2025
Q9	**Question: Insurance Umbrella** The Bid Documents state that a $10 million insurance umbrella is required. This seems high for municipal work of this type. Is there any flexibility with lowering this number? **Answer:** Given the contract budget, scope of the project, and expectation that work be performed near homes, the City is requiring this amount of insurance coverage. The City will take it under consideration if the contractor can show a coverage amount of $10M between General Liability and Umbrella coverage ($5M minimum for Umbrella). A Certificate of Insurance must be included with Contractor's bid if the limits are outside of what is originally stated in the CSB.	12/18/2025
Q10	**Question: Sewer Manhole Installation** Is it permissible to cut the top of the VCP Sewer Pipe and then install the cast in place manhole on top of the cut? **Answer:** Yes, however the Contractor may need to take precautionary measures to insure there won't be any spills. It is the Contractor's responsibility to ensure there are no spills.	12/19/2025
Q11	**Question: Capping of Abandoned Lines** For clarification. Bid documents state that the portions of ACP pipe to be abandoned in place are to be capped. is the abandoned pipe to be filled with flowable fill in addition to capping the pipe or is the cap itself sufficient? **Answer:** The cap itself is sufficient for the portions of ACP pipe to be abandoned in place.	12/19/2025

No	Question/Answer	Question Date
Q12	**Question: Project Qualifications** Would you be willing to reduce the project qualifications of 10,000LF of 4 to 12-inch waterline in each of the last three calendar years to 10,000LF of 4 to 12-inch waterline in the last three calendar years? Thank you. **Answer:** No, the City requires that the Contractor provide evidence of successful installation of 10,000 LF or more of 4–12-inch waterline in the Front Range of Colorado in each of the last three (3) calendar years to meet the Minimum Qualifications as detailed in Special Provisions, SECTION 1, 1.01 PROJECT QUALIFICATIONS, b. Minimum Qualifications, i.	12/19/2025

USE THE EXCEL FILE ATTACHED IN BIDNET TO COMPLETE BID SCHEDULE

REVISED BID SCHEDULE

PROJECT #25-WA-01
2025 WATER MAIN REPLACEMENT

CITY OF ARVADA

_____
CONTRACTOR

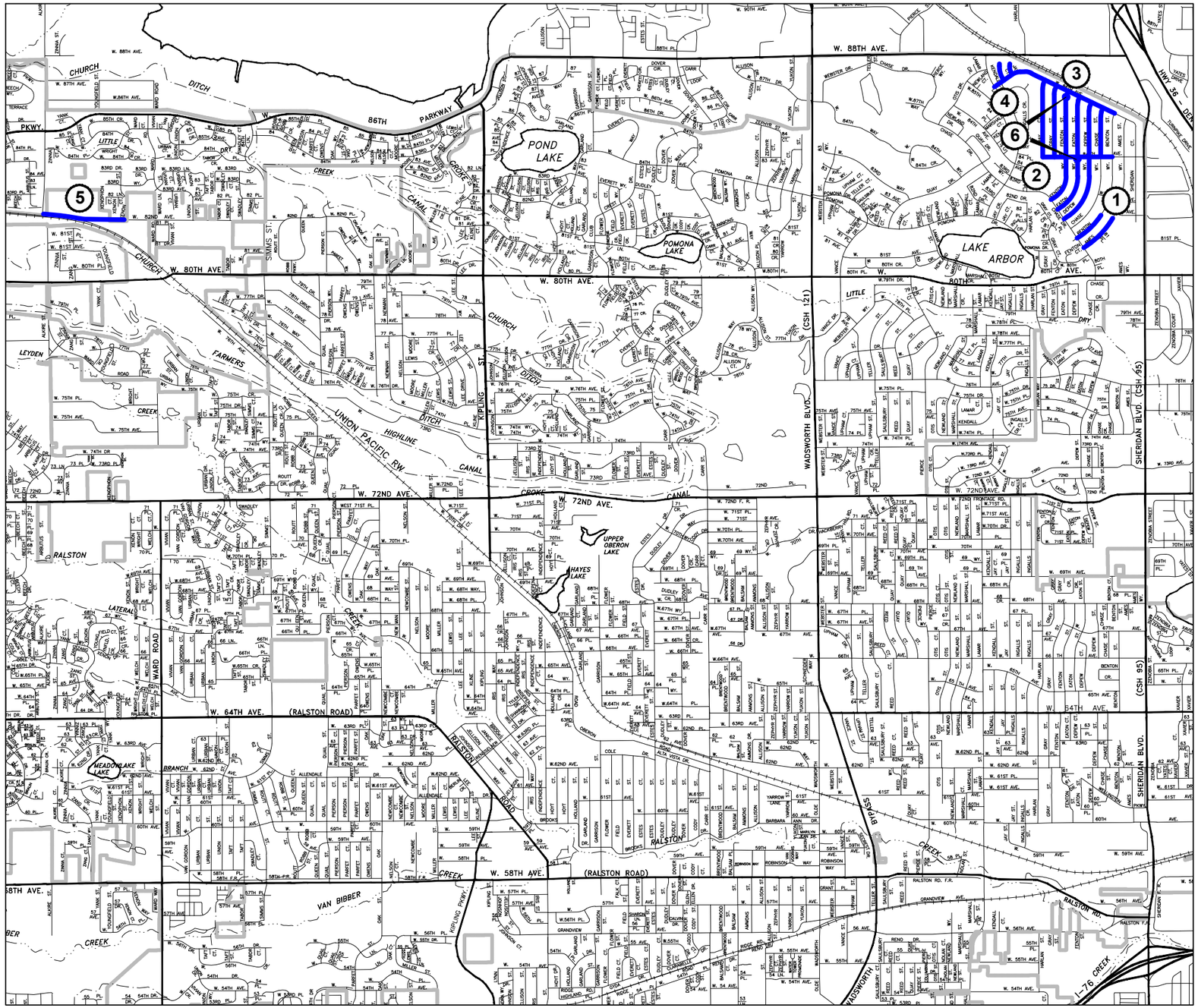
_____
BID PREPARED BY DATE

ITEM NO.	ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	COST
	General				
1	Mobilization, Demobilization, Permits, Fees, Licenses, Administration	LS	1		
2	Traffic and Pedestrian Control	LS	1		
3	Sediment and Erosion Control	LS	1		
4	Utility Locate Potholing	LS	1		
5	Construction Survey	LS	1		
6	Owner Controlled Minor Contract Revisions	ALLOW	1	$180,000.00	$180,000.00
	GENERAL COST SUB-TOTAL				
	PHASE A: Ames Way and Benton Way				
7	Remove and Dispose 8" AC Pipe	LF	60		
8	Remove Existing Fire Hydrant	LF	3		
9	8" C900 PVC and fittings, Complete in Place	LF	1,737		
10	Fire Hydrant Assembly	EA	5		
11	Chlorination and Pressure Test	EA	2		
12	Connect to Existing 12" PVC Waterline	EA	2		
13	Connect to Existing 8" PVC Waterline	EA	3		
14	Water Service Tap Reconnection	EA	44		
15	6" Asphalt Removal and Patching, Complete in Place	SY	1,468		
16	Concrete Pan, Sidewalk, & Curb Ramp Remove and Replace, Complete in Place	SY	8		
	PHASE A: Ames St, W 83rd, Benton St. COST SUB-TOTAL				
	PHASE B: W 84th Ave, Depew Way, Eaton Way, Fenton Way				
17	Remove and Dispose 8" AC Pipe	LF	35		
18	Remove Existing Fire Hydrant	LF	6		
19	8" C900 PVC and fittings, Complete in Place	LF	4,322		
20	Fire Hydrant Assembly	EA	8		
21	Chlorination and Pressure Test	EA	7		
22	Connect to Existing 12" PVC Waterline	EA	3		
23	Water Service Tap Reconnection	EA	100		
24	6" Asphalt Removal and Patching, Complete in Place	SY	3,549		
25	Concrete Pan, Sidewalk, & Curb Ramp Remove and Replace, Complete in Place	SY	19		
	PHASE B: W 84th Ave, Depew Way, Eaton Way, Fenton Way COST SUB-TOTAL				
	PHASE C: W 86th Ave, Chase St., Depew St., Fenton St., Gray St., Gray Ct.				
26	Remove and Dispose 8" AC Pipe	LF	66		
27	Remove Existing Fire Hydrant	LF	20		
28	8" C900 PVC and fittings, Complete in Place	LF	13,259		
29	Fire Hydrant Assembly	EA	25		
30	Chlorination and Pressure Test	EA	15		
31	Connect to Existing 8" PVC Waterline	EA	2		
32	Water Service Tap Reconnection	EA	273		
33	6" Asphalt Removal and Patching, Complete in Place	SY	10,896		
34	Concrete Pan, Sidewalk, & Curb Ramp Remove and Replace, Complete in Place	SY	61		
	PHASE C: W 86th Ave, Chase St., Depew St., Fenton St., Gray St., Gray Ct. COST SUB-TOTAL				
	PHASE D: W 86th Ave, Kendall Ct., Jay Ct.				
35	Remove and Dispose 8" AC Pipe	LF	34		
36	Remove Existing Fire Hydrant	LF	4		
37	8" C900 PVC and fittings, Complete in Place	LF	1,613		
38	Fire Hydrant Assembly	EA	4		
39	Chlorination and Pressure Test	EA	3		
40	Connect to Existing 12" AC Waterline	EA	1		
41	Water Service Tap Reconnection	EA	38		
42	6" Asphalt Removal and Patching, Complete in Place	SY	1,348		
43	Concrete Pan, Sidewalk, & Curb Ramp Remove and Replace, Complete in Place	SY	15		
	PHASE D: W 86th Ave, Kendall Ct.. Jay Ct. COST SUB-TOTAL				

	PHASE E: W 82nd Ave and Alkire St				
44	Remove and Dispose 6" AC Pipe	LF	45		
45	Remove Existing Fire Hydrant	LF	2		
46	12" C900 PVC and fittings, Complete in Place	LF	1,894		
47	Fire Hydrant Assembly	EA	2		
48	Chlorination and Pressure Test	EA	2		
49	Connect to Existing 12" PVC Waterline	EA	1		
50	Connect to Existing 16" PVC Waterline	EA	1		
51	Water Service Tap Reconnection	EA	7		
52	6" Asphalt Removal and Patching, Complete in Place	SY	1,529		
	Alternate Bid Items				
53A	Option 1 (not included in Total Base Bid): Rehabilitate 16" Butterfly Valve and Box	EA	1		
53B	Option 2 (included in Total Base Bid): Remove and Replace 16" Butterfly Valve and Box	EA	1		
	PHASE E: W 82nd Ave and Alkire St. COST SUB-TOTAL				
	Sanitary Sewer Replacement at Eaton Way and W 84th Ave, and Fenton St				
54	Remove Sanitary Sewer Clean Out	EA	2		
55	Sanitary Sewer Maintenance Hole - 4' Diameter (Depth < 10'), Complete In Place	EA	2		
53	Connect to Exisitng 8" VCP Pipe	EA	2		
56	6" Asphalt Removal and Patching, Complete in Place	SY	28		
	Sanitary Sewer Replacement at Eaton Way and W 84th Ave, and Fenton St COST SUB-TOTAL				
	TOTAL BASE BID				

TOTAL BASE BID WRITTEN:

CONTRACTOR



CITY OF ARVADA

PROJECT 25-WA-01
WATER MAIN REPLACEMENT
WITH SANITARY SEWER REPLACEMENT
ON FENTON ST & EATON WY
(BID SET)

INDEX

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DESIGN REVISION ADDENDUM #1
12/30/2025

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 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.

LEGEND	
	WATER VALVE
	FIRE HYDRANT
	REDUCER
	PLUG
	BLOW OFF
M	WATER METER
C	CURB STOP
PRV	PRESSURE REDUCING VALVE ASSEMBLY
AV	AIR RELEASE & VACUUM VALVE
W	WATER MANHOLE
	IRRIGATION SPRINKLER
	IRRIGATION SYSTEM BOX
S	SANITARY MANHOLE
CO	CLEAN OUT
ST	STORM MANHOLE
	INLET
ST	TYPE R INLET
	FLARED END SECTION
IRR	IRRIGATION DITCH MANHOLE
	MISCELLANEOUS MANHOLE
T	TELEPHONE VAULT
U	UTILITY PEDESTAL
	UTILITY PULL BOX
	POWER POLE
	GUY WIRE
	LIGHT POLE
O_{SP}	SIGNAL POLE
O_{CP}	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 TO TYPE OF SUE LEVEL. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY SIZE, HORIZONTAL, AND VERTICAL LOCATIONS OF ALL 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 ANY 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 CURRENT CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS".
3. ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE LICENSED WITH THE CITY OF ARVADA PRIOR TO START OF CONSTRUCTION AND SHALL OBTAIN REQUIRED PERMITTING FROM THE ENGINEERING COUNTER AT CITY HALL.
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 CURRENT 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 105,837 SQUARE FEET (2.42 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 IMPACTED BY THE PROJECT 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".

GENERAL ABBREVIATIONS:

FH – FIRE HYDRANT
D= – DEPTH
SD – STORM DRAIN
TELE–B – TELEPHONE BURIED
TELE–OH – TELEPHONE OVERHEAD
TEMP – TEMPORARY
CONC – CONCRETE
CIPP – CURED IN PLACE PIPE
T.O.P – TOP OF PIPE

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 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 INFORMATION 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 CONTRACTORS SURVEY TEAM RECORDS THE LOCATION OF EACH FITTING AND VALVE. IT SHALL BE EXPECTED THAT THE CONTRACTOR PROVIDE THE CITY TEAM WITH THE RECORD OF THE LOCATIONS.
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 ANY AND ALL SURVEY MONUMENTS ADJACENT TO OR ON THE CONSTRUCTION SITE. THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL ALIQUOT CORNERS, PROPERTY, NGS, AND ARVADA SURVEY CONTROL MONUMENTATION AS PER SECTION 151.00 OF THE CITY OF ARVADA ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS. 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:

- M — WATER SERVICE TO BE RECONNECTED
- VALVE BOX TO BE ABANDONED
- REMOVE FIRE HYDRANT
- W — EXISTING WATER MAIN
- PROPOSED WATER MAIN
- SAN — SANITARY SEWER MAIN
- SD — STORM DRAIN
- SS — SANITARY SEWER SERIVCE

(APPROX. LOCATION, EXTRACTED FROM GIS DATA)

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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NO.	REVISION	DATE	BY
1			
2			
3			
4			
5			

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

CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
GENERAL NOTES

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **GN1**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Cover & Notes\25WA01 – Cover & Notes.dwg , Plot Date: 11/19/2025

STREET NOTES:

1. 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

2. 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.

3. 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.

4. 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".

5. 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".

6. 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 .

7. 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:

1. 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.

2. ALL UTILITIES CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE NOTES IN THE PLANS AND THE STANDARDS, SPECIFICATIONS, CODES AND ORDNANCES OF THE LOCAL GOVERNING AUTHORITIES. IN CASE OF CONFLICT, THE MORE STRINGENT CODE SHALL TAKE PRECEDENCE.

3. 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. ALL WATER VALVES ONCE CONNECTED TO THE WATER SYSTEM MUST BE KEPT ACCESSIBLE AT ALL TIMES.

4. UNLESS OTHERWISE NOTED, WATER MAINS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 4 FEET TO TOP OF PIPE.

5. THE CONTRACTOR SHALL SCHEDULE ALL WATERLINE TIE INS AND TESTING WITH THE CITY'S MUNICIPAL 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 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. THERE SHALL BE NO WATER SHUTDOWNS DISRUPTING WATER SERVICE FOR TIE-INS FRIDAY THRU SUNDAY UNLESS APPROVED BY THE PROJECT ENGINEER AND WATER OPERATIONS DUE TO SPECIAL CIRCUMSTANCES.

6. ALL FILLING, FLUSHING AND TESTING OF WATERLINES ON FRIDAYS REQUIRING WATER OPERATIONS STAFF SHALL BE SCHEDULED TO BE COMPLETED BY 11:00AM. DUE TO ARVADA'S WATER QUALITY LAB AVAILABILITY, BAC-T TESTING WILL BE AVAILABLE MONDAY THRU THURSDAY ONLY.

7. ALL FIRE HYDRANT LATERAL PIPE SHALL BE INSTALLED AS PER THE CURRENT CITY OF ARVADA STANDARDS AND SPECIFICATIONS.

8. ALL METALLIC FITTINGS SHALL BE WRAPPED WITH MINIMUM 8 MIL THICKNESS POLYETHYLENE ENCASEMENT AS PER THE CURRENT CITY OF ARVADA STANDARDS AND SPECIFICATIONS.

9. ALL NEW WATER MAINS SHALL BE INSTALLED WITH TRACER WIRE INSTALLED AS PER THE CURRENT CITY OF ARVADA STANDARDS AND SPECIFICATIONS. COPPER SERVICE LINES ARE EXCLUDED UNLESS OTHERWISE NOTED.

10. 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 AS PER THE CURRENT CITY OF ARVADA STANDARDS AND SPECIFICATIONS.

11. STORM, SANITARY AND WATER MAINTENANCE HOLE COVERS SHALL SAY "CITY OF ARVADA STORM, WATER OR SANITARY" AS PER THE CURRENT CITY OF ARVADA STANDARDS AND SPECIFICATIONS.

12. BLOW-OFFS, BOTH PERMANENT AND TEMPORARY, SHALL BE AS PER THE CURRENT CITY OF ARVADA STANDARDS AND SPECIFICATIONS.

13. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING HORIZONTAL AND VERTICAL LOCATIONS OF ALL CROSSING UTILITIES AND CONNECTION LOCATIONS PRIOR TO CONSTRUCTION.

14. ABANDONMENT OF CITY OF ARVADA UTILITIES SHALL BE PERFORMED AS PER THE CURRENT CITY OF ARVADA STANDARDS AND SPECIFICATIONS

15. CONTROLLED LOW-STRENGTH MATERIAL (CLSM) MIX DESIGNS USED FOR WATER LINE OR SEWER LINE ENCASEMENT SHALL BE PER THE CITY OF ARVADA'S STANDARDS AND SPECIFICATIONS.

16. CONTRACTOR TO NOTIFY ANY AFFECTED IRRIGATION/DITCH COMPANIES IN ACCORDANCE WITH THE APPROVED AGREEMENT PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES IN OR AROUND ANY IRRIGATION EASEMENTS OR IRRIGATION DITCHES.

EROSION CONTROL NOTES:

1. 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.

2. THERE SHALL BE NO EARTH-DISTURBING ACTIVITY OUTSIDE THE LIMITS DESIGNATED IN THE ACCEPTED PLANS.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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).

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

APPROVED:

Chris Lilley	12/30/25	25-WA-01
Assistant City Engineer on behalf of 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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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
STREET NOTES,
UTILITY NOTES,
& EROSION CONTROL NOTES

ENGINEER KS
CHECKED BY MS
DESIGN BY

SHT **GN2**

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Survey Control Diagram
For Far Horizons Location Only
2025 WATER MAIN REPLACEMENT
Project 25-WA-01

Section 25, Township 2 South, Range 69 West, of the 6th Principle Meridian,
City of Arvada, County of Jefferson, State of Colorado

Sheet 1 of 3

GENERAL NOTES:
This Project Control Diagram is for the exclusive use of the City of Arvada, for the design and construction of the 2025 Water Main Replacement project. It is not a monumented land survey or a land survey plat. It is intended only to depict the control information and monumentation shown hereon, and is subject to change. Contact the City of Arvada for the most recent diagram.

Published units for coordinates and elevations are in U.S. Survey Feet.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect, in no event may any action be commenced more than ten years from the date of certification shown hereon.

BASIS OF BEARINGS:

Bearings are based on a Grid bearing of South 89°41'26" East, a distance of 2675.19 feet, along the South Line of the NE ¼, Section 25, from the Center ¼ Corner to the East ¼ Corner of Section 25, monumented at each end by a found 30" alum. pipe with 3.25" alum. cap flush with ground, stamped: "C 1/4 LS 13155 1992" and a found 30" alum. pipe with a 3.25" alum. cap in range box, stamped: "COLO. DEPT. HGWY. PLS 26600 1991" .

BASIS OF ELEVATIONS:

NAVD 88 Elevations of control points 100, 110, 120, 130, BM 775 and BM 798 were derived by Leica Smartnet Solution Reports of a 45 minute Fast Static GNSS survey using Geoid 18. BM 775 was held as the Project Benchmark with a derived NAVD 88 Elevation of 5386.90 feet.

COORDINATE DATUM:

Geodetic and State Plane coordinates are based on NAD83 (2011), Colorado Central Zone (0502), and Geoid 18. Control points 100, 110, 120, 130, BM 775 and BM 798 were derived by Leica Smartnet Solution Reports of a 45 minute GNSS Fast Static survey in February, 2023. An average combined factor of all the control points was used for the project combined factor listed in the formulas below. Project Coordinates are modified Colorado State Plane Central Zone Coordinates.

Project Coordinates are derived from State Plane coordinates using the following formulas.

Project Northing = (State Plane Northing * 1.000234570) - 1000000.00

Project Easting = (State Plane Easting * 1.000234570) - 3000000.00

CONVERSION OF PROJECT COORDINATES TO COLORADO STATE PLANE CENTRAL ZONE:

State Plane Northing = (Project Northing +1000000.00) * 0.999765485
State Plane Easting = (Project Easting + 3000000.00) * 0.999765485

LEGEND:

= Section, Quarter, and Sixteenth Corners

= Control Point set by the City of Arvada

= City of Arvada Bench Mark

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CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
SURVEY CONTROL DIAGRAM

ENGINEER
KS
CHECKED BY
DS
DESIGN BY
DL

SHT **SC1**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Survey Control\2025 H2O For Horizons Control Network Diagram.dwg , Plot Date: 11/19/2025

Survey Control Diagram
For Far Horizons Location Only
2025 WATER MAIN REPLACEMENT
Project 25-WA-01

Section 25, Township 2 South, Range 69 West, of the 6th Principle Meridian, City of Arvada, County of Jefferson, State of Colorado

Sheet 2 of 3

Project Benchmark Information

Control Point #	Latitude NAD83 (2011)	Longitude NAD83 (2011)	Ellipsoid HT US FT	State Plane Northing US FT	State Plane Easting US FT	Combined Scale Factor	Project Northing US FT	Project Easting US FT	NAVD88 Elevation US FT	Description
BM-775	39°50'48.992594" N	105°03'40.556887" W	5331.41	1733678.83	3123193.15	0.999765485	734085.50	123925.76	5386.90	2" BRASS CAP B.O.W. AT NE CORNER CHASE DR. & FENTON WAY
BM-798	39°51'17.409634" N	105°03'54.887475" W	5367.95	1736548.95	3122061.65	0.999765485	736956.29	122793.99	5423.41	2" BRASS CAP B.O.W. AT NORTH R.P. NW CORNER 86TH WY & KENDALL CT.

Geodetic Coordinate Table

Control Point #	Latitude NAD83 (2011)	Longitude NAD83 (2011)	Ellipsoid HT US FT	State Plane Northing US FT	State Plane Easting US FT	Combined Scale Factor	Project Northing US FT	Project Easting US FT	NAVD88 Elevation US FT	Description
100	39°50'58.644375" N	105°03'43.250233" W	5349.29	1734654.47	3122978.37	0.999765485	735061.37	123710.93	5404.78	MAG NAIL, SW CORNER AREA OF 84TH AVE & GRAY CT., 5.0' EAST OF WEST EA, 9.0' NORTH OF SOUTH EA, 5.2' SW OF SSMH
110	39°50'58.863180" N	105°03'31.831218" W	5350.80	1734680.92	3123868.88	0.999765485	735087.82	124601.65	5406.34	MAG NAIL, 3.0' OFF NORTH EA 84TH AVE, ONE STONE EAST OF EAST RP, NE CORNER EATON ST. & 84TH AVE, 17.4' NE OF WV
120	39°50'47.920131" N	105°03'18.903781" W	5341.13	1733578.52	3124882.57	0.999765485	733985.17	125615.57	5396.71	MAG NAIL 1.0' OFF SOUTH EA AT EAST RP, SE CORNER 83RD AVE & AMES WAY, 22.5' ESE OF SSMH, 24.8 SSE OF WV
130	39°50'44.816717" N	105°03'21.251254" W	5337.11	1733263.59	3124701.00	0.999765485	733670.17	125433.97	5392.68	MAG NAIL 2.0' OFF WEST EA AMES WAY AT SW AREA 82ND AVE BETWEEN ADDRESSES 8257 & 8267, +/-37.5' N OF WV
500				1734465.93	3122777.34		734872.83	123509.90		CENTER CORNER, SECTION 25, T2S, R69W, 6TH P.M. FOUND: 30" ALUM. PIPE WITH 3.25" ALUM. CAP FLUSH WITH GROUND, STAMPED: "C 1/4 LS 13155 1992"
510				1734451.48	3125452.49		734858.38	126185.05		E 1/4 CORNER, SECTION 25, T2S, R69W, 6TH P.M. FOUND: 30" ALUM. PIPE WITH A 3.25" ALUM. CAP IN RANGE BOX, STAMPED: "COLO. DEPT. HGWY. PLS 26600 1991"

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CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
SURVEY CONTROL DIAGRAM

ENGINEER KS
CHECKED BY DS
DESIGN BY DL

SHT **SC2**

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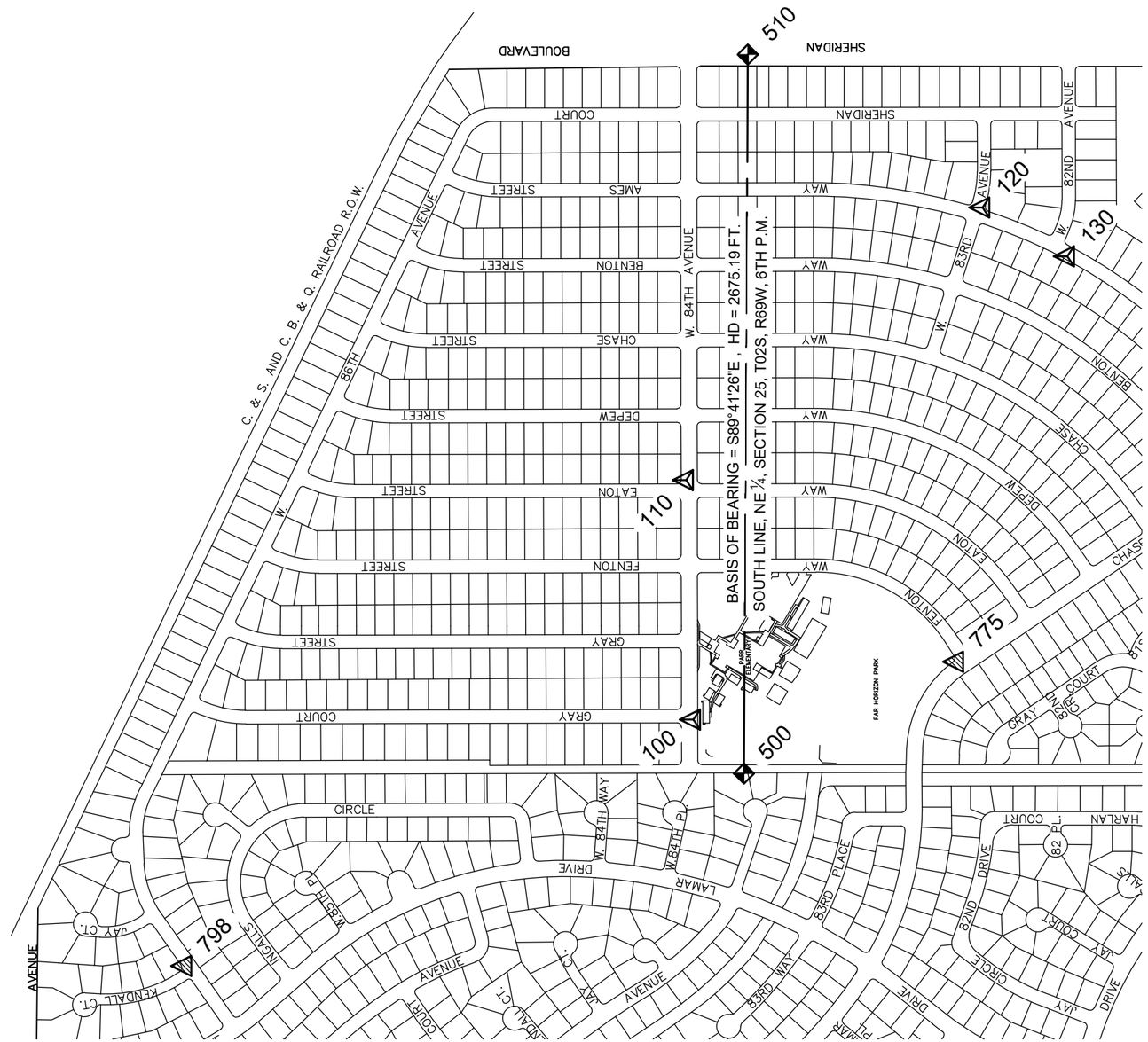
Survey Control Diagram
For Far Horizons Location Only
2025 WATER MAIN REPLACEMENT
Project 25-WA-01

Section 25, Township 2 South, Range 69 West, of the 6th Principle Meridian, City of Arvada, County of Jefferson, State of Colorado

Sheet 3 of 3



LEGEND:

- ◆ = Section, Quarter, and Sixteenth Corners
- △ = Control Point set by the City of Arvada
- ▲ = City of Arvada Bench Mark

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CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
SURVEY CONTROL DIAGRAM

ENGINEER KS
CHECKED BY DS
DESIGN BY DL

SHT **SC3**

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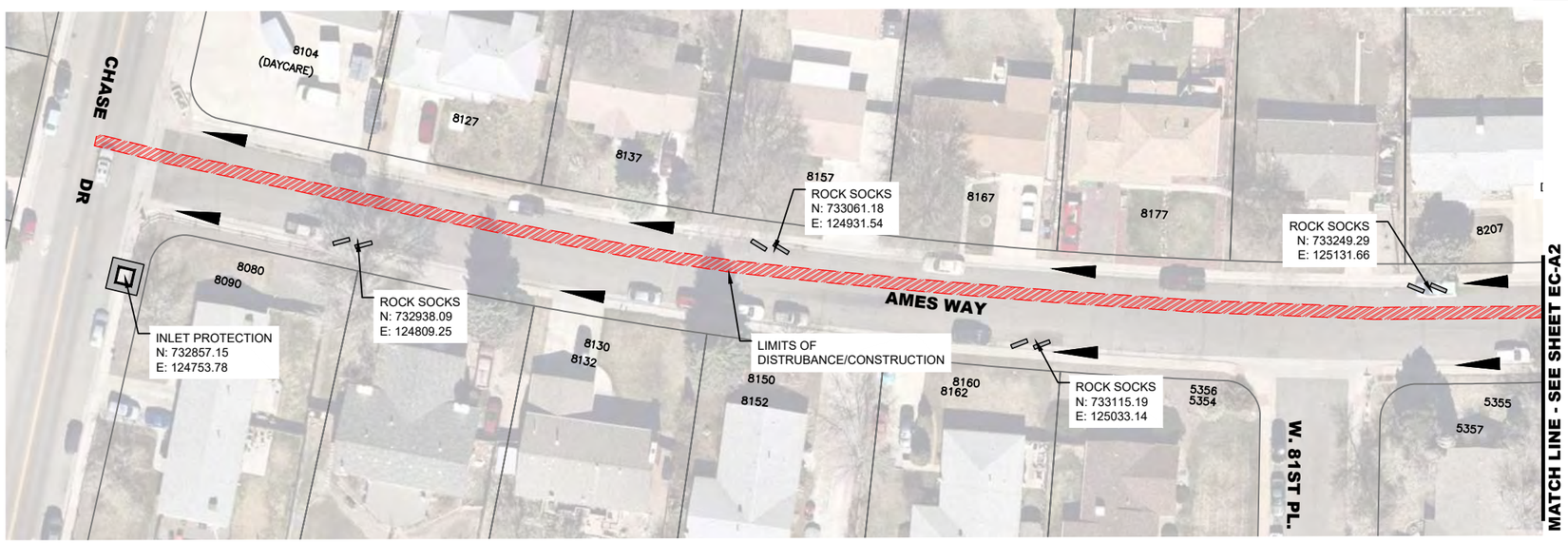

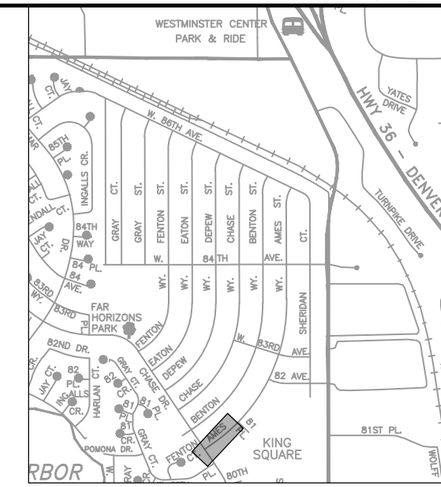

KEY MAP *(Not To Scale)*

– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.06 ACRES

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25	25-WA-01
	Date	Job Number

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CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
AMES WAY
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-A1**

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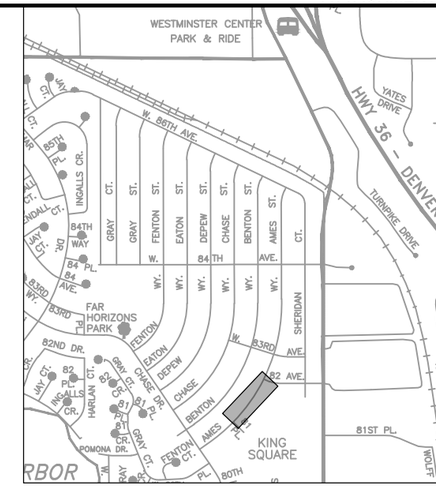

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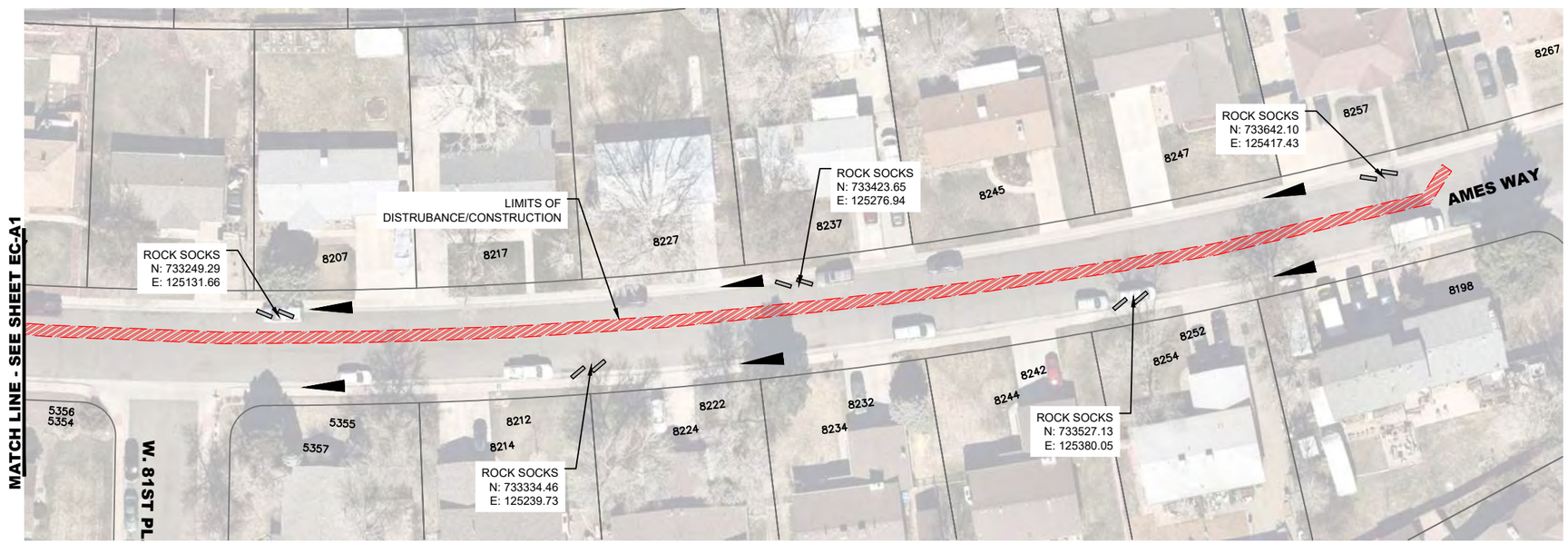

– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

NOTES:

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3. LIMITS OF DISTURBANCE = 0.06 ACRES

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
AMES WAY
EROSION CONTROL

ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-A2**

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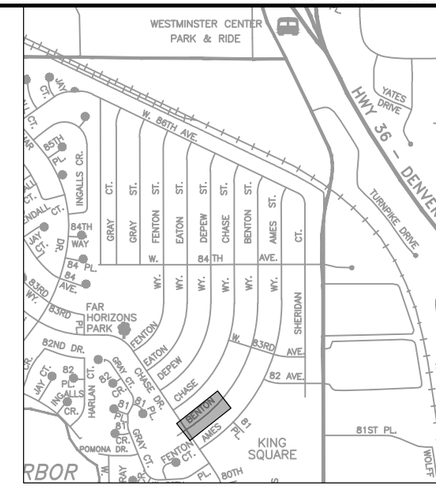
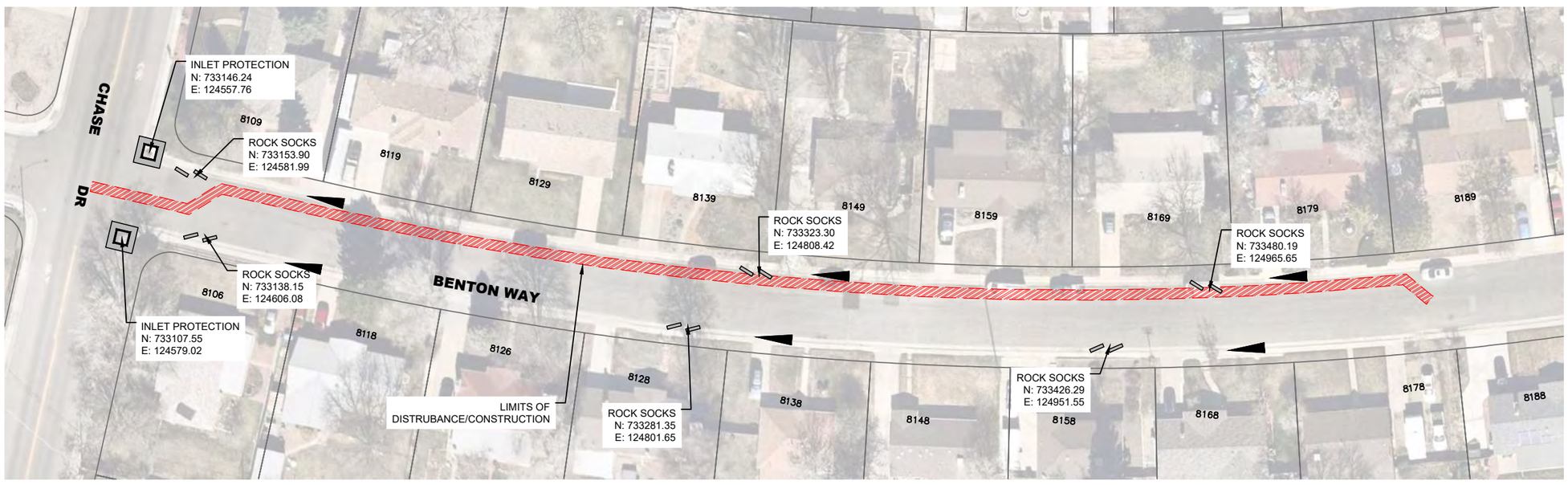


KEY MAP *(Not To Scale)*



– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

NOTES:

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3. LIMITS OF DISTURBANCE = 0.08 ACRES

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25	25-WA-01
	Date	Job Number

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CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
BENTON WAY
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-A3**

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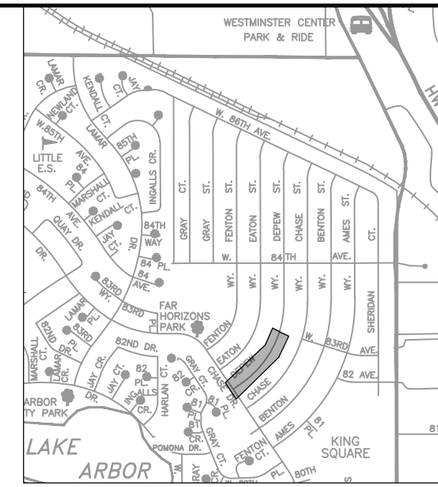
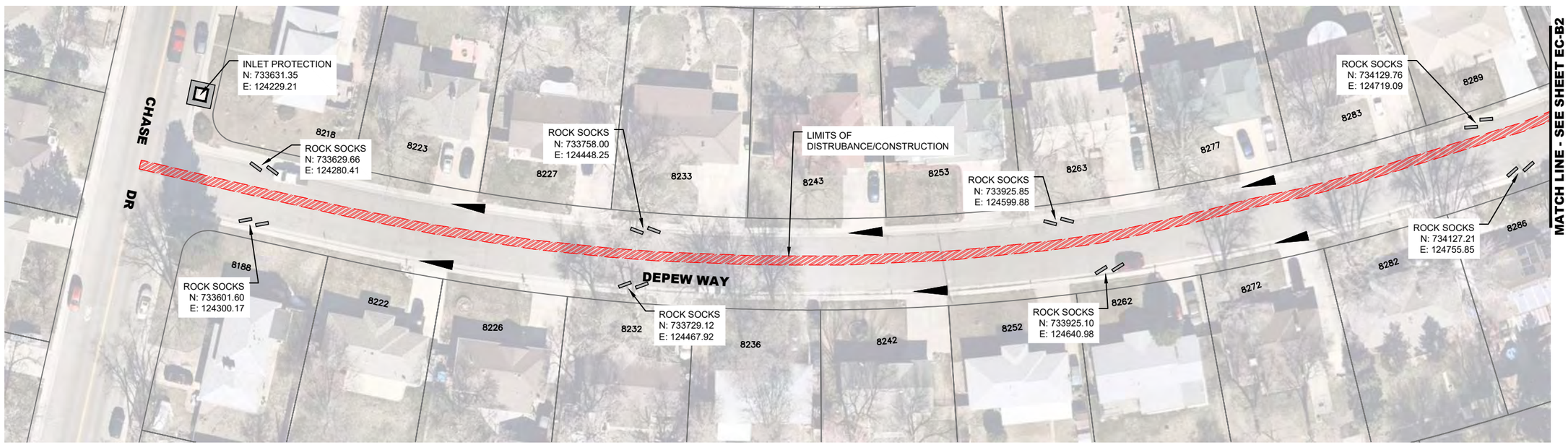


KEY MAP *(Not To Scale)*



0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

NOTES:

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3. LIMITS OF DISTURBANCE = 0.07 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25	25-WA-01
	Date	Job Number

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CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
DEPEW WAY
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-B1**

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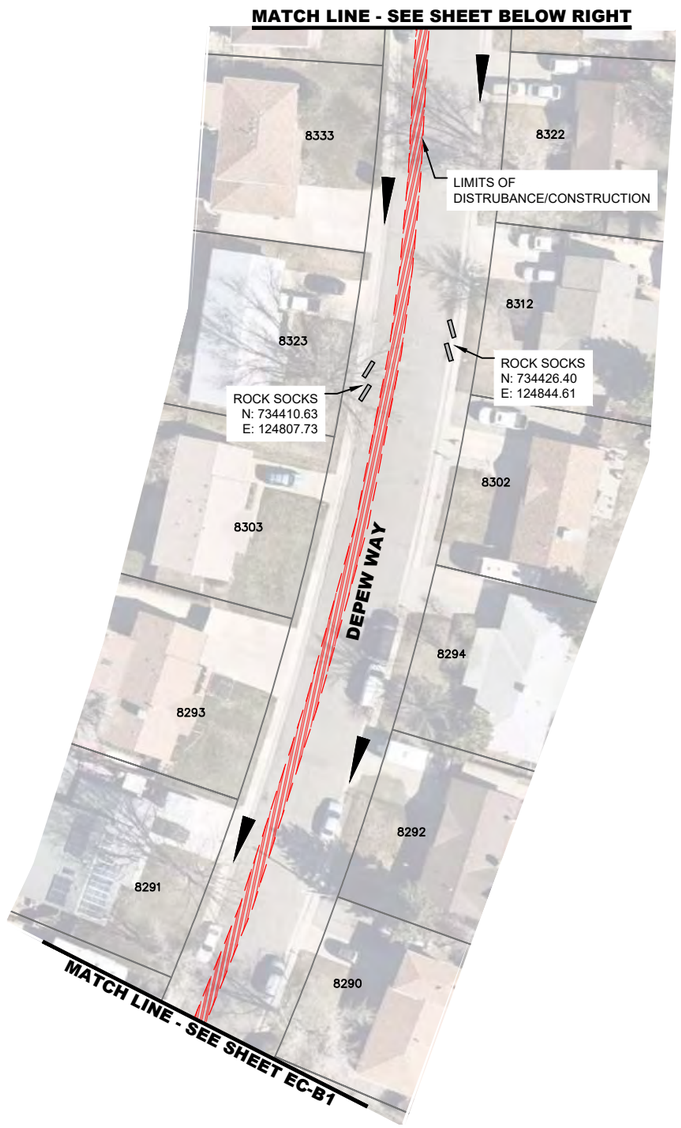

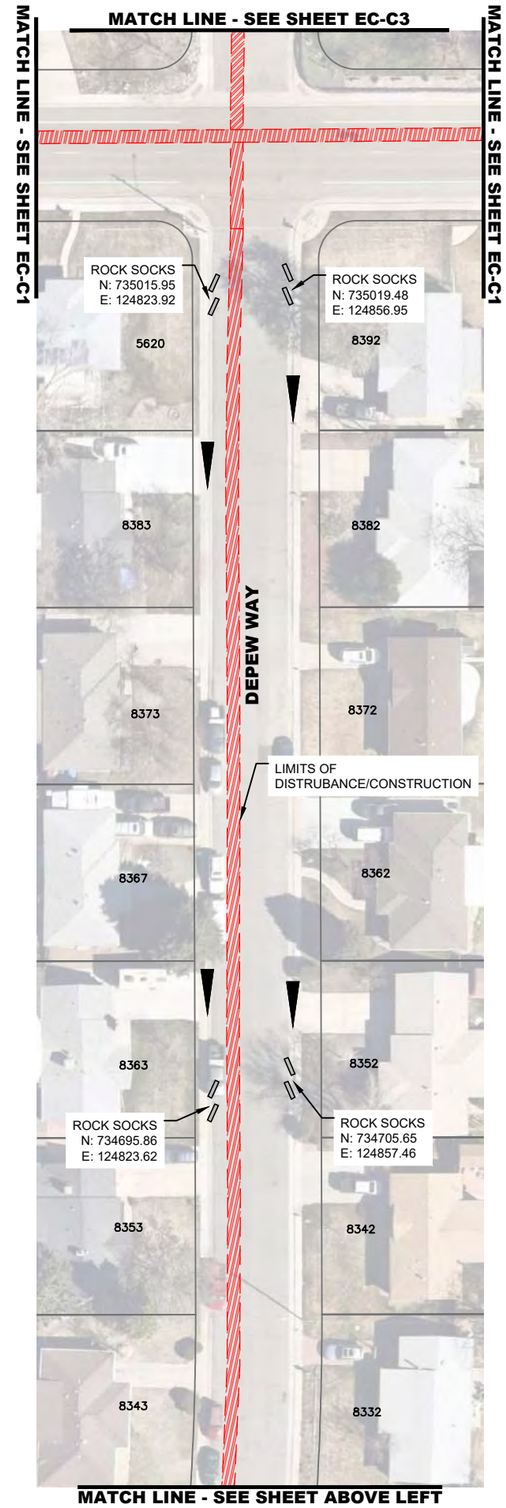

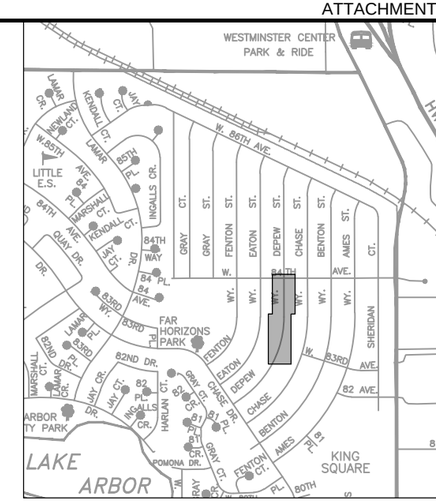

KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
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3. LIMITS OF DISTURBANCE = 0.13 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25	25-WA-01
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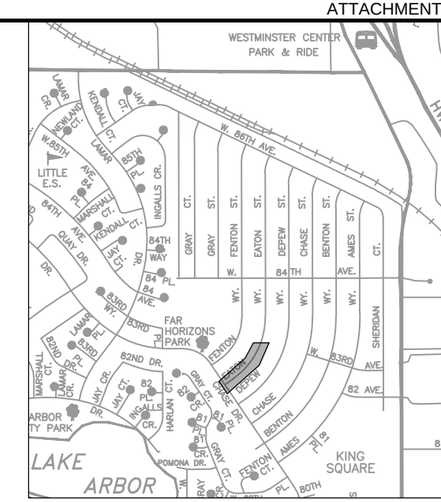
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
DEPEW WAY
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-B2**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase B.dwg , Plot Date: 11/20/2025



KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.07 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 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.

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

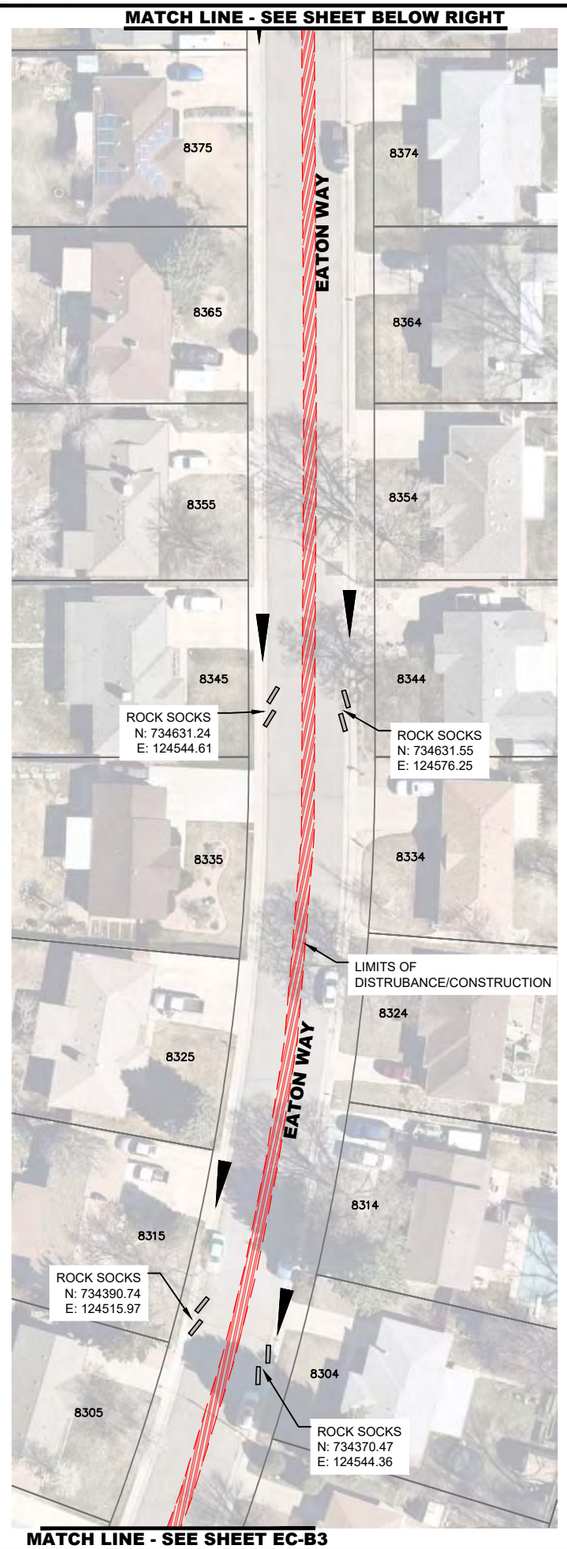
CITY OF ARVADA

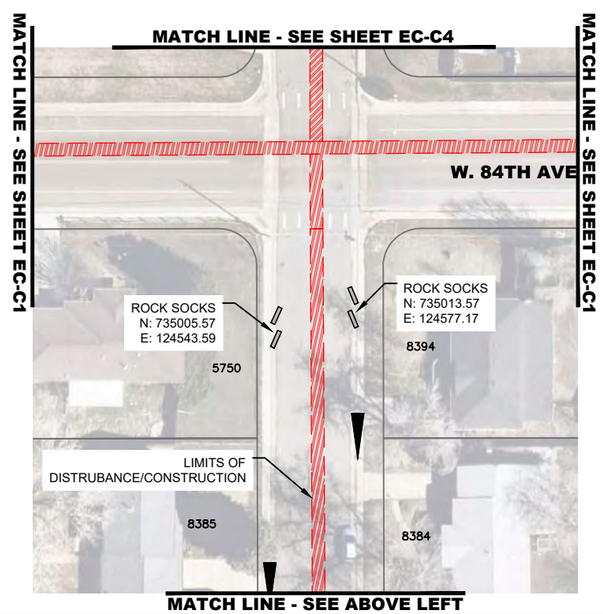
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
EATON WAY
EROSION CONTROL

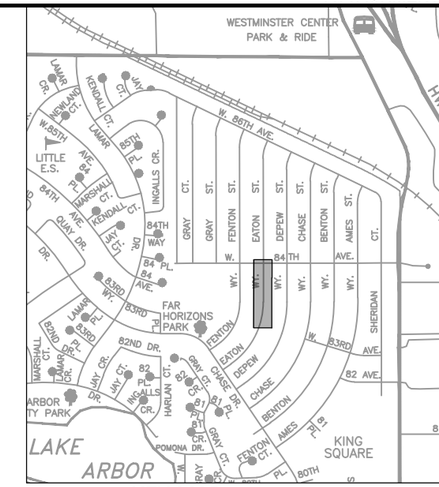
ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-B3**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase B.dwg , Plot Date: 11/20/2025







KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.09 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25	25-WA-01
	Date	Job Number

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Engineering Division
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CITY OF ARVADA

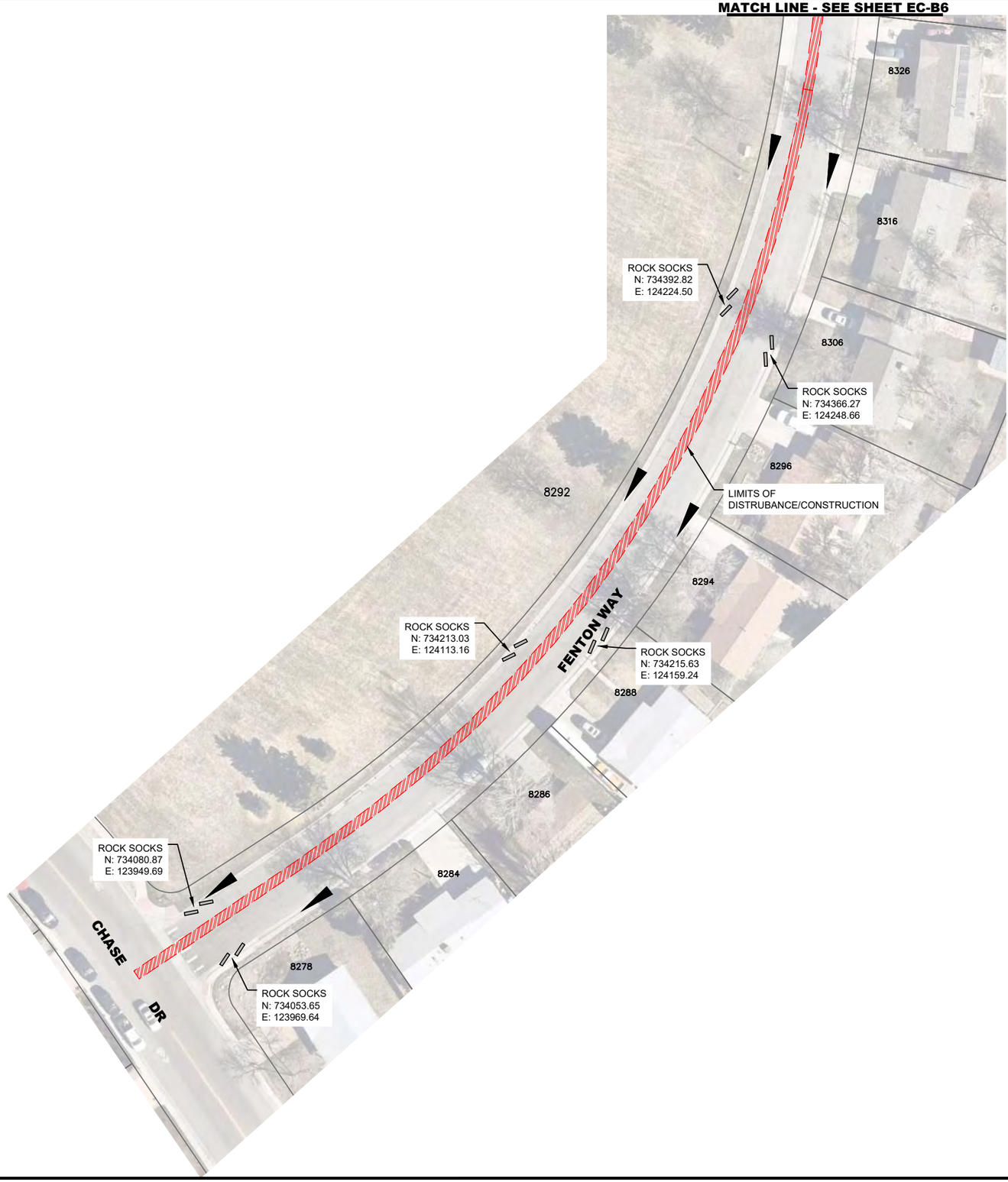
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
EATON WAY
EROSION CONTROL

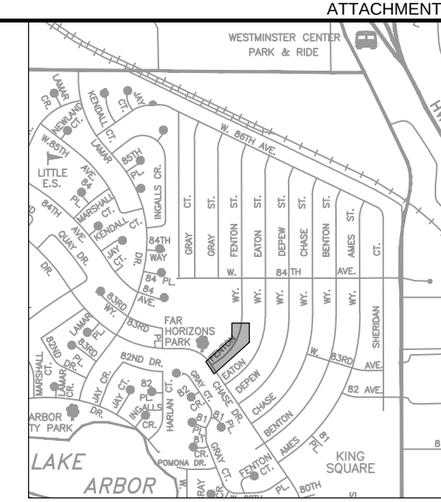
ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-B4**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase B.dwg , Plot Date: 11/20/2025

MATCH LINE - SEE SHEET EC-B6





KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.07 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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

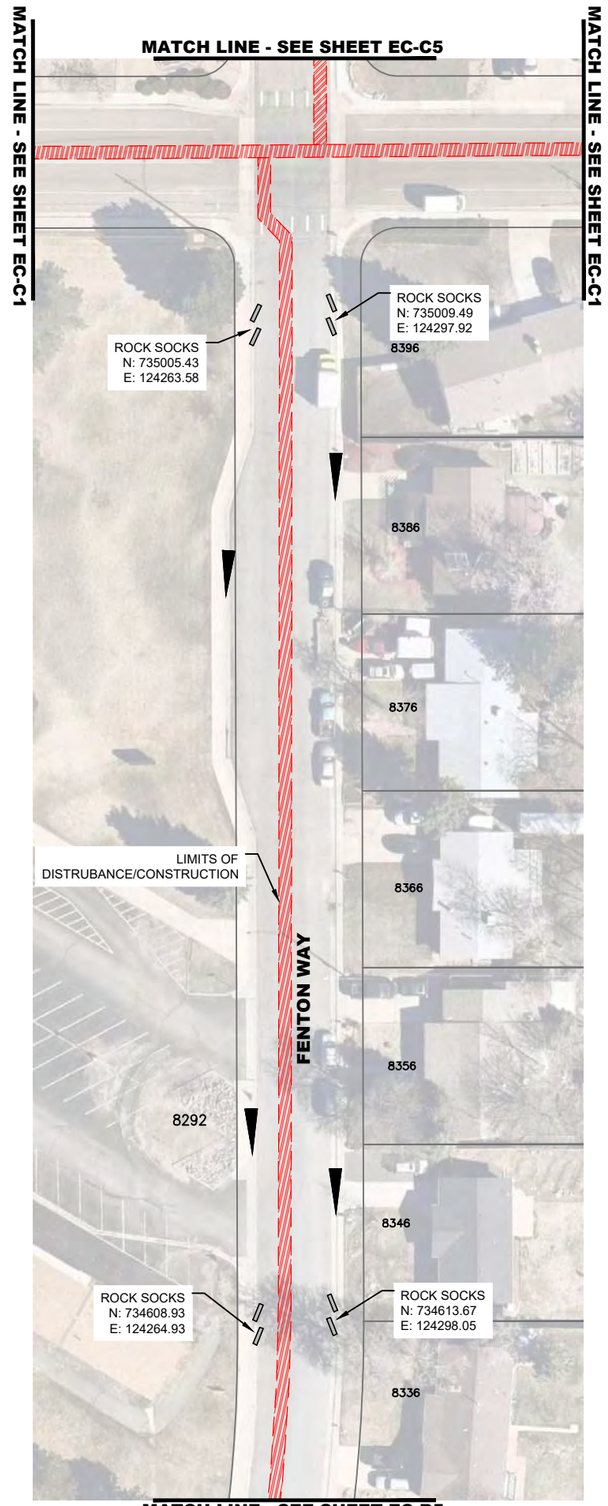
CITY OF ARVADA

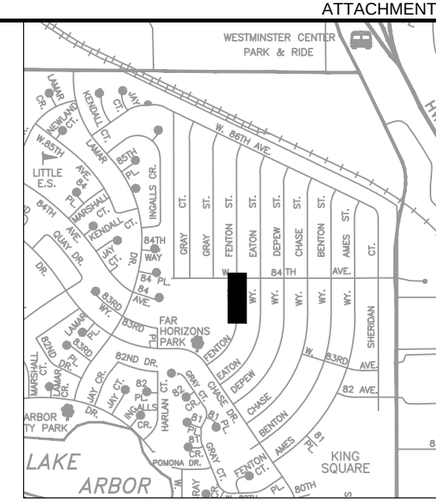
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
FENTON WAY
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-B5**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase B.dwg , Plot Date: 11/20/2025





KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.06 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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Phone 720-898-7640

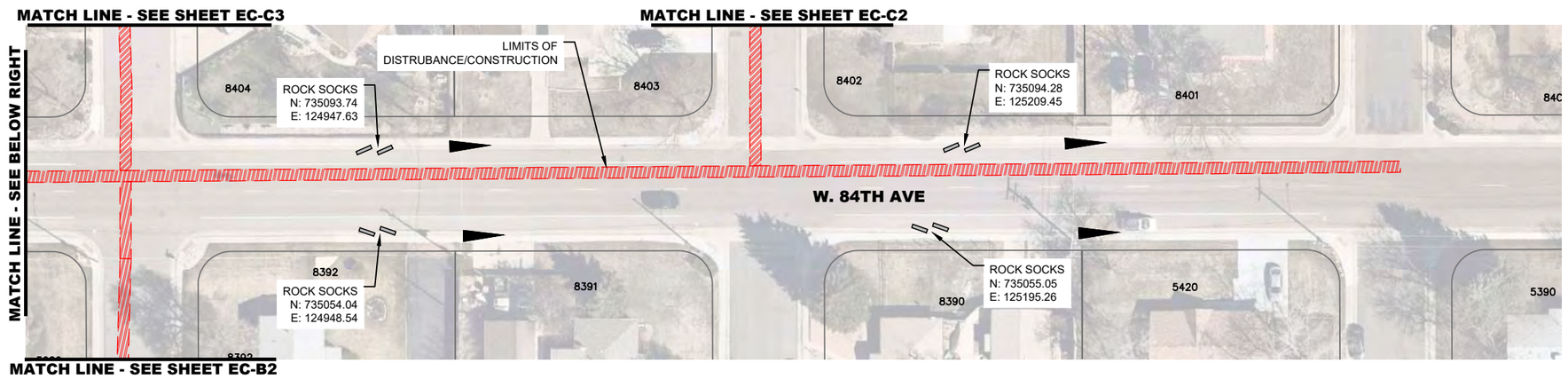
CITY OF ARVADA

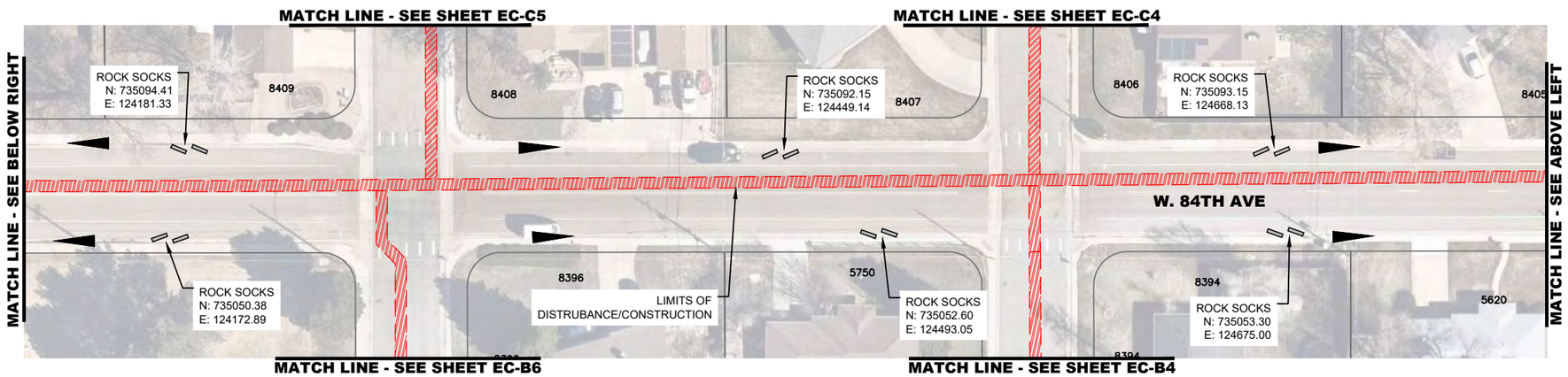
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
FENTON WAY
EROSION CONTROL

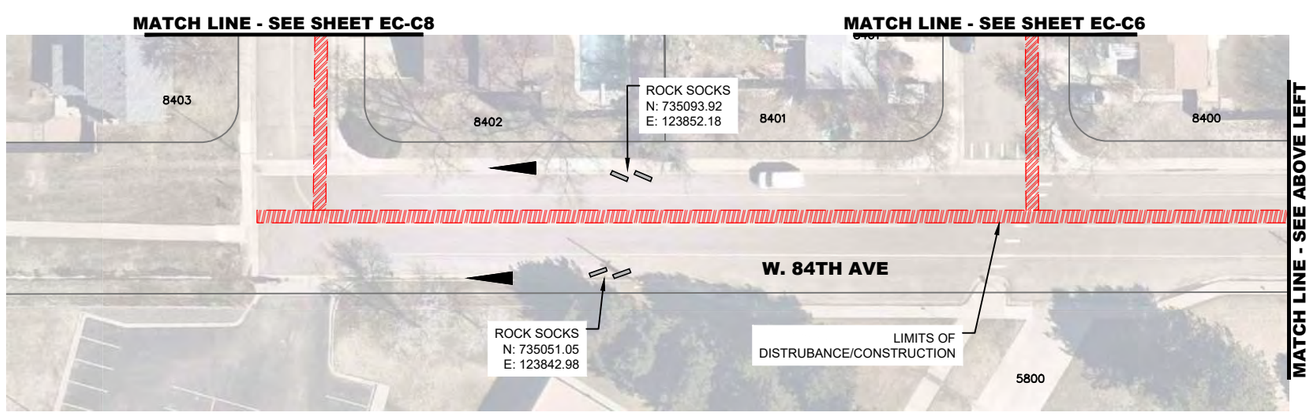
ENGINEER KS
CHECKED BY JM
DESIGN BY

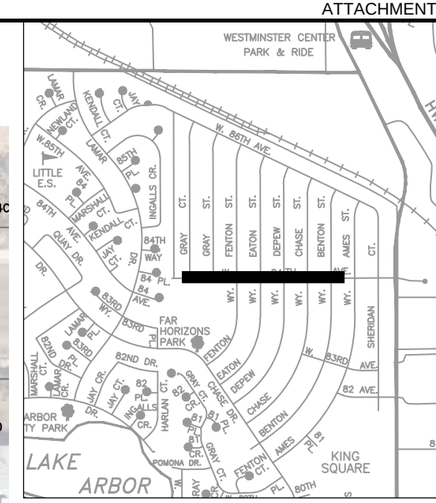
SHT **EC-B6**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase B.dwg , Plot Date: 11/20/2025









KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.21 ACRES

– FLOW ARROWS

– ROCK SOCKS

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25	25-WA-01
	Date	Job Number

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Engineering Division
8101 Ralston Road
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CITY OF ARVADA

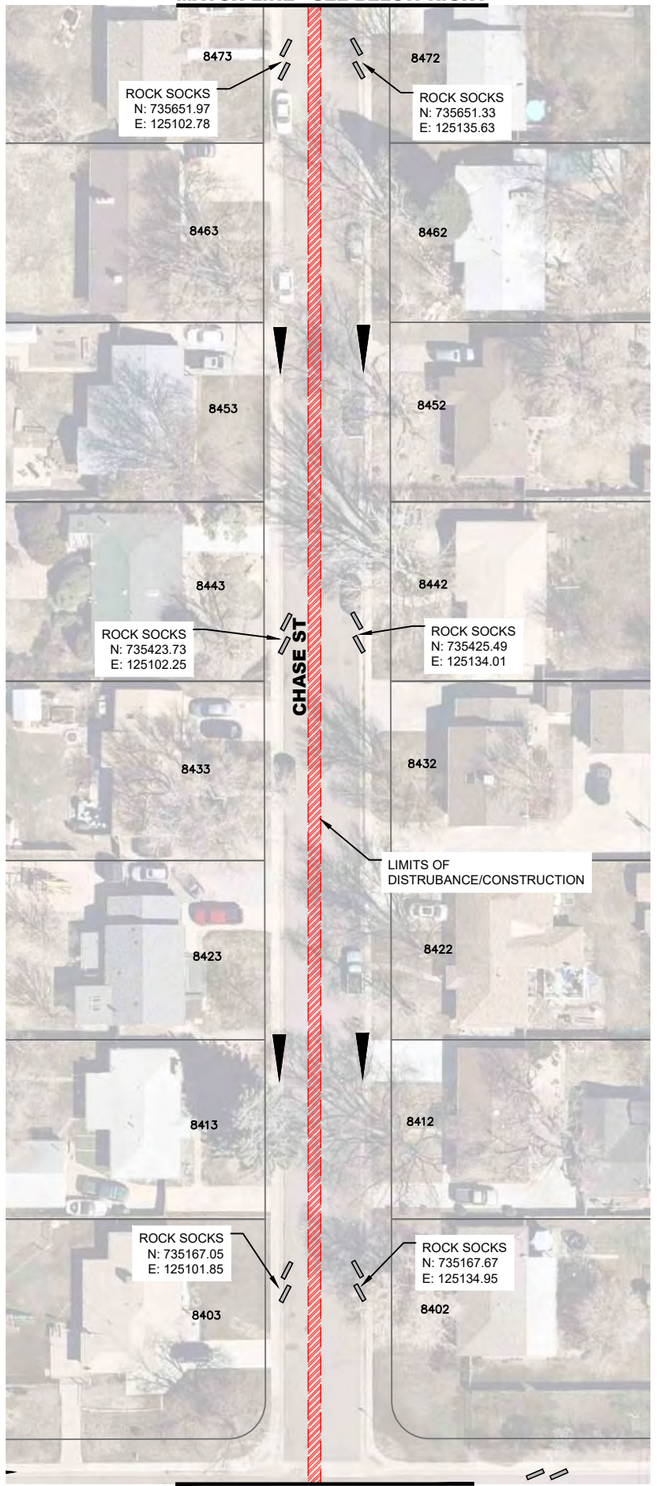
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 84TH AVE
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-C1**

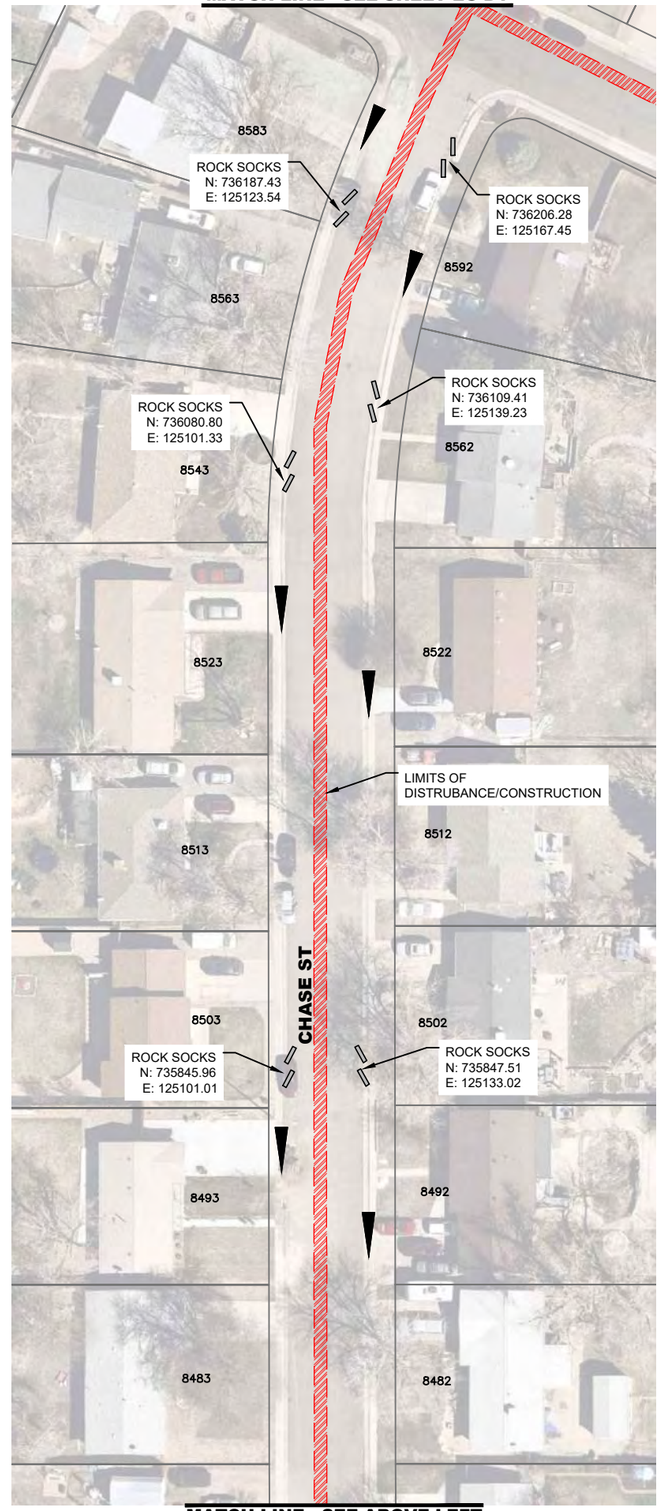
G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase C1.dwg , Plot Date: 11/20/2025

MATCH LINE - SEE BELOW RIGHT



MATCH LINE - SEE SHEET EC-C1

MATCH LINE - SEE SHEET EC-D1



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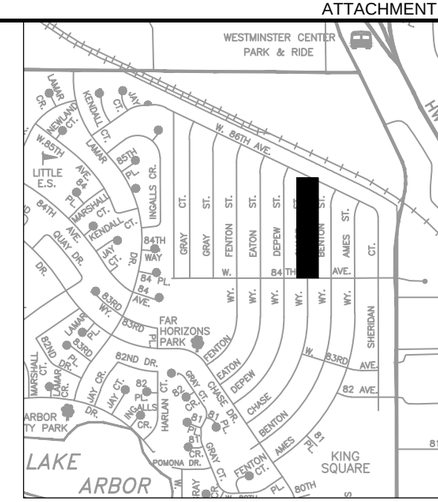

KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

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2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.13 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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Engineering Division
8101 Ralston Road
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Phone 720-898-7640

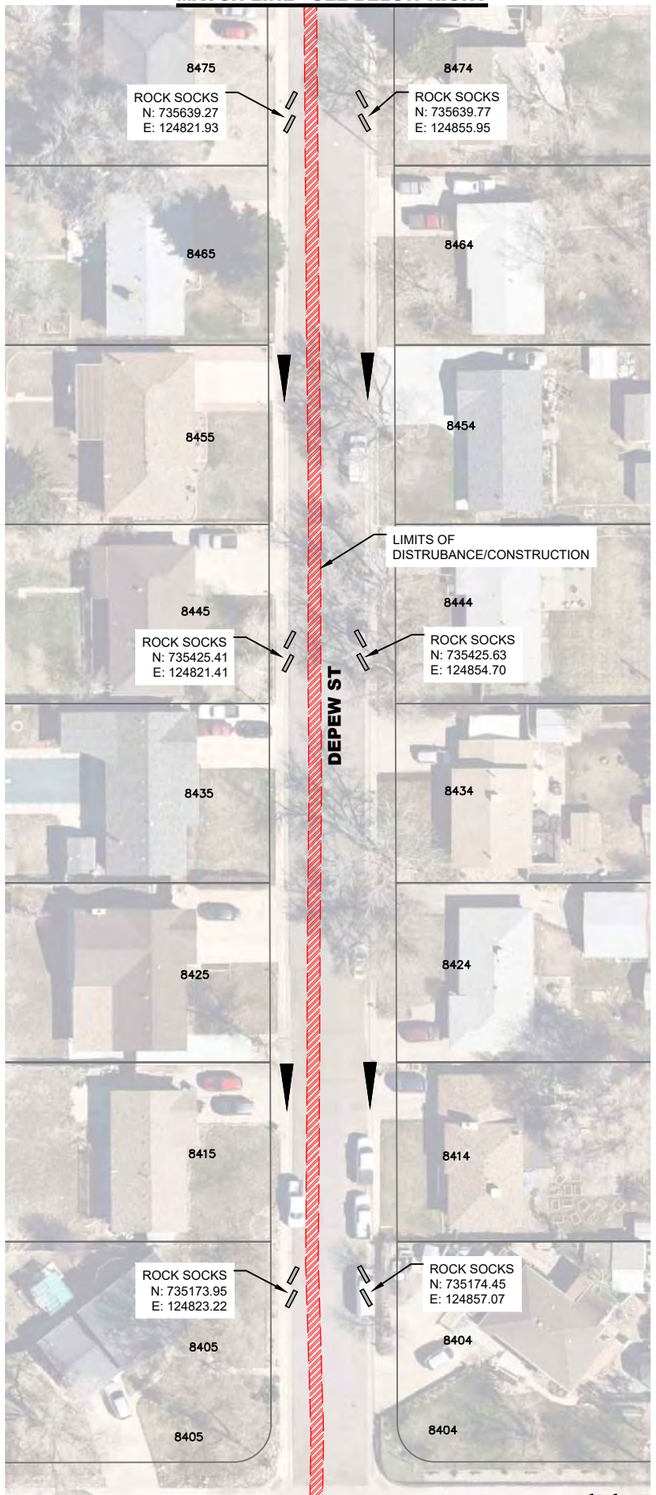
CITY OF ARVADA

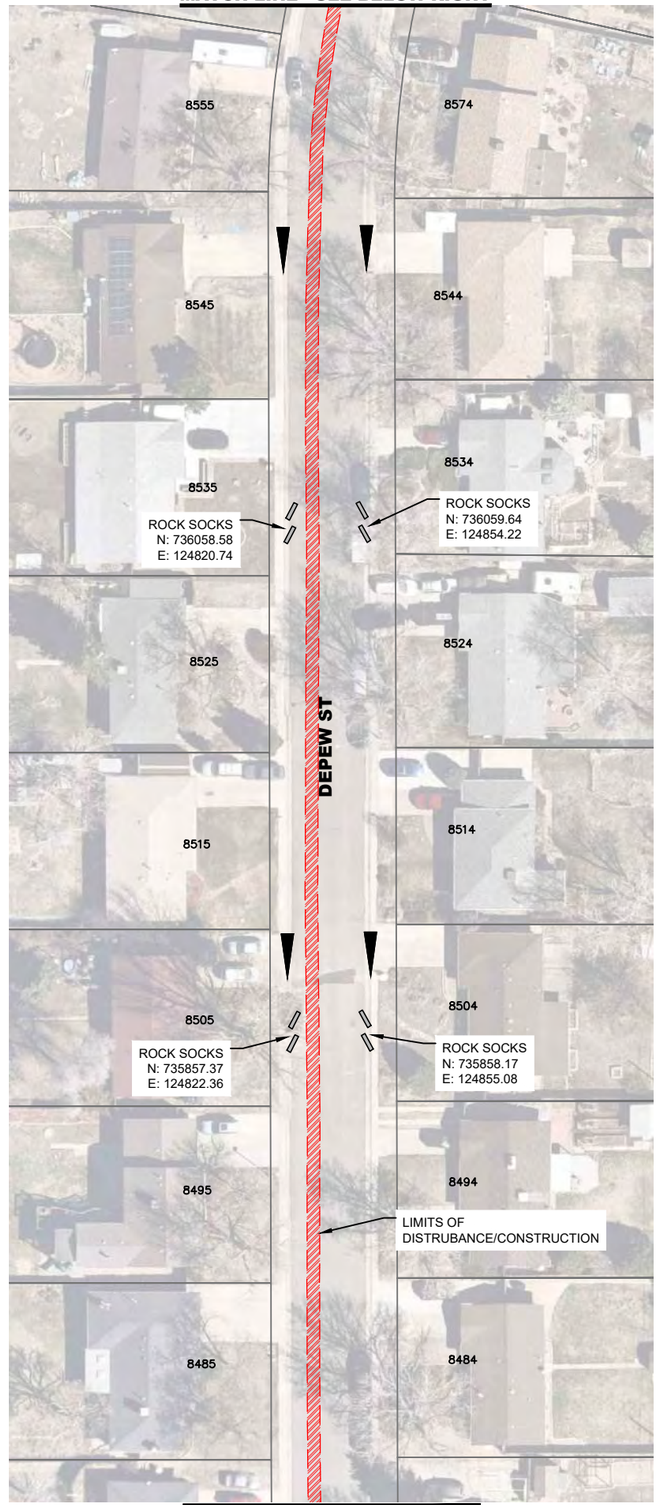
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
CHASE STREET
EROSION CONTROL

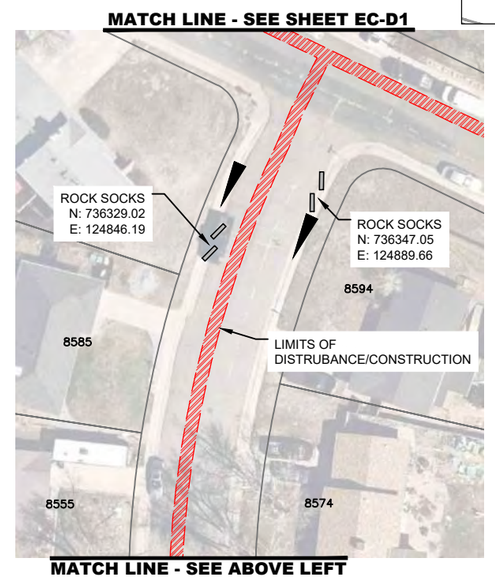
ENGINEER KS
CHECKED BY JM
DESIGN BY

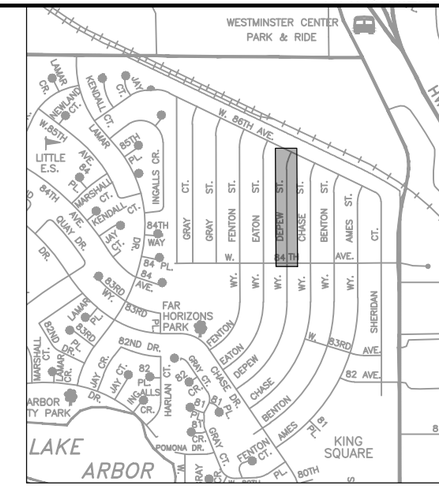
SHT **EC-C2**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase C1.dwg , Plot Date: 11/20/2025









KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.15 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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

CITY OF ARVADA

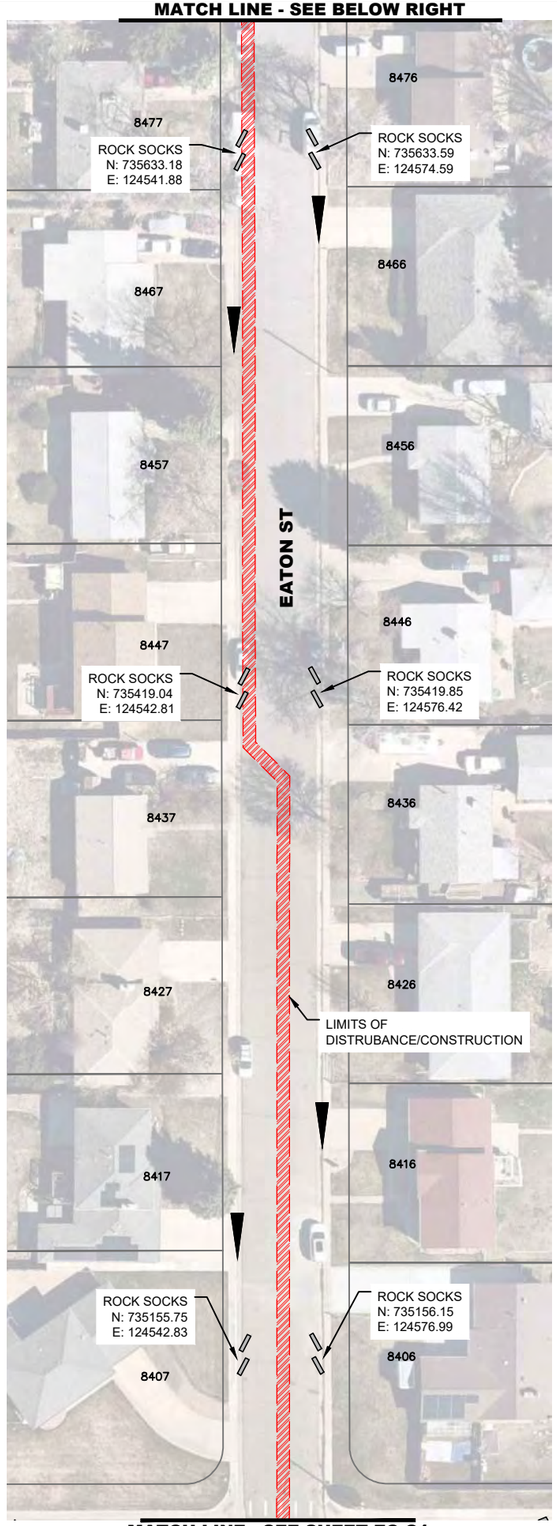
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
DEPEW STREET
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-C3**

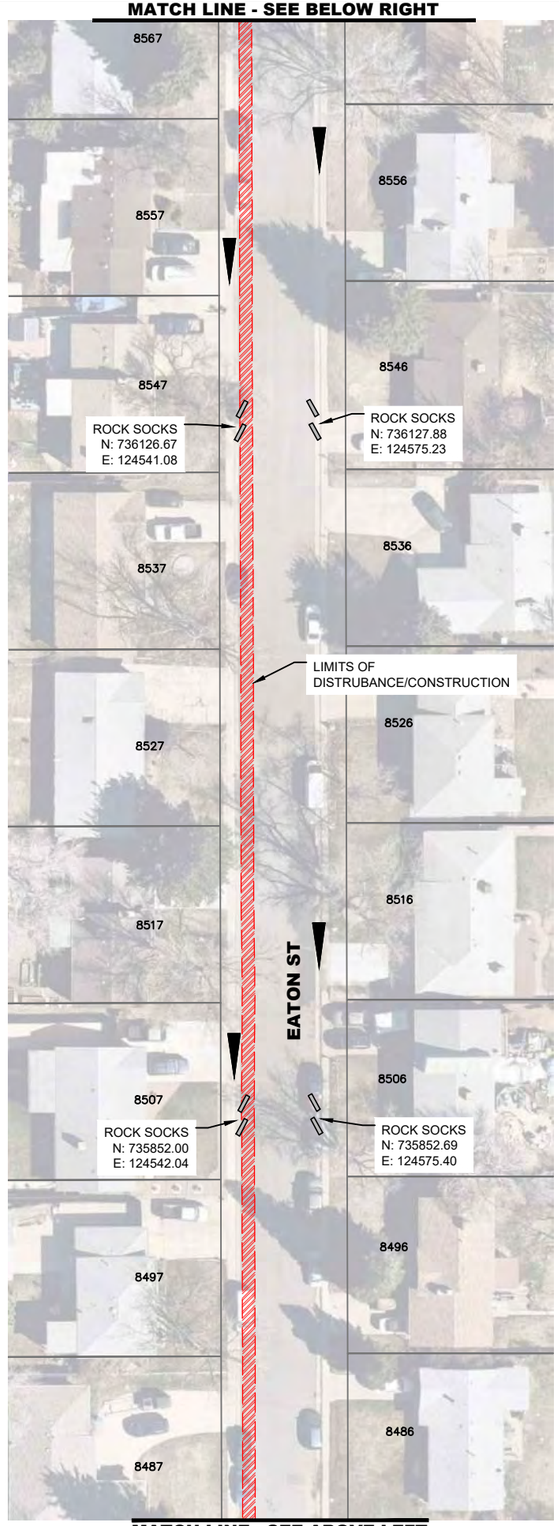
G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase C1.dwg , Plot Date: 11/20/2025

MATCH LINE - SEE BELOW RIGHT



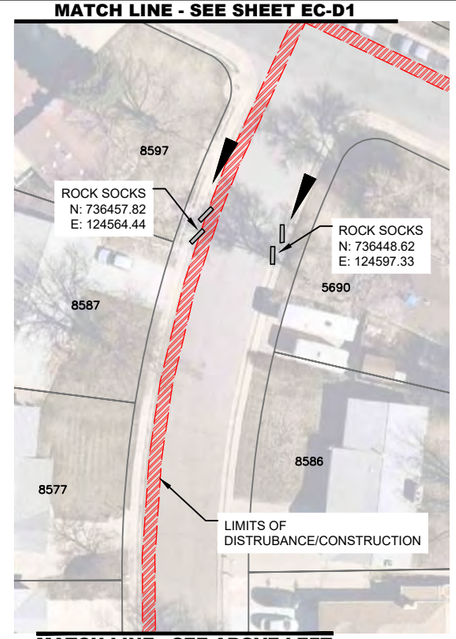
MATCH LINE - SEE SHEET EC-C1

MATCH LINE - SEE BELOW RIGHT



MATCH LINE - SEE ABOVE LEFT

MATCH LINE - SEE SHEET EC-D1



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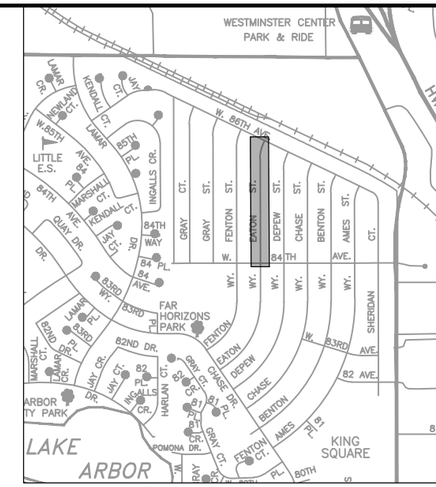

KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

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3. LIMITS OF DISTURBANCE = 0.17 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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Engineering Division
8101 Ralston Road
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Phone 720-898-7640

CITY OF ARVADA

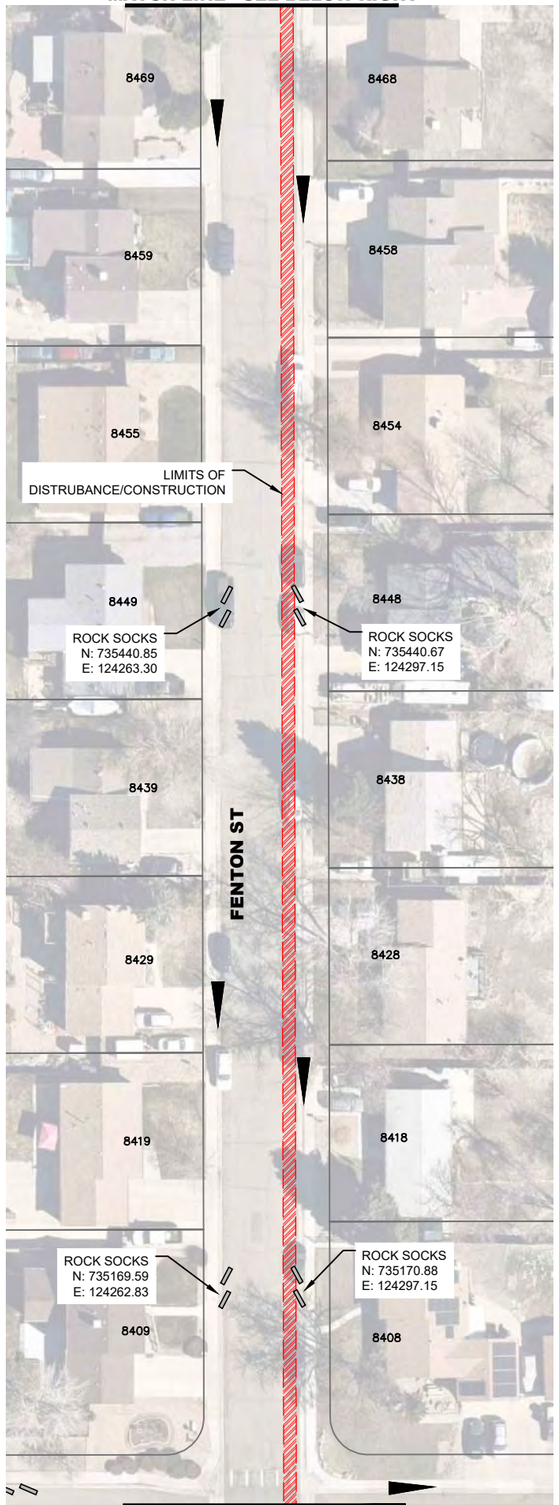
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
EATON WAY
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-C4**

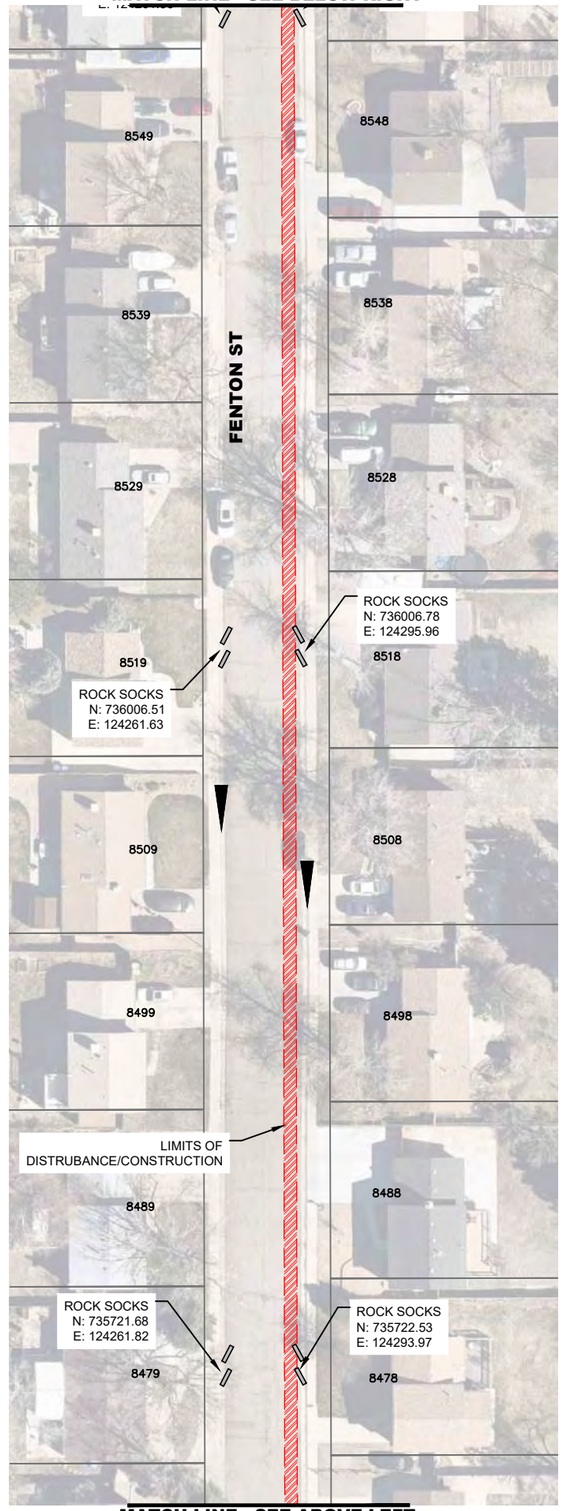
G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase C1.dwg , Plot Date: 11/20/2025

MATCH LINE - SEE BELOW RIGHT



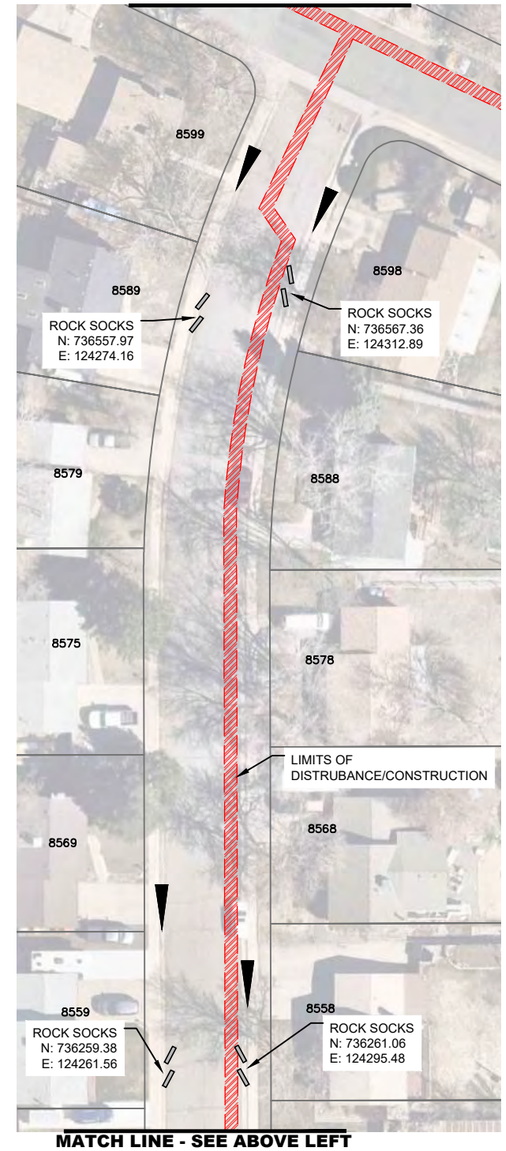
MATCH LINE - SEE SHEET EC-C1

MATCH LINE - SEE BELOW RIGHT



MATCH LINE - SEE ABOVE LEFT

MATCH LINE - SEE SHEET EC-D1



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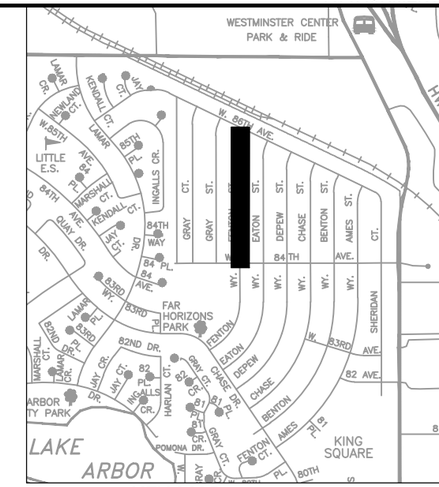

KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS
3. LIMITS OF DISTURBANCE = 0.18 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25	25-WA-01
	Date	Job Number

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Phone 720-898-7640

CITY OF ARVADA

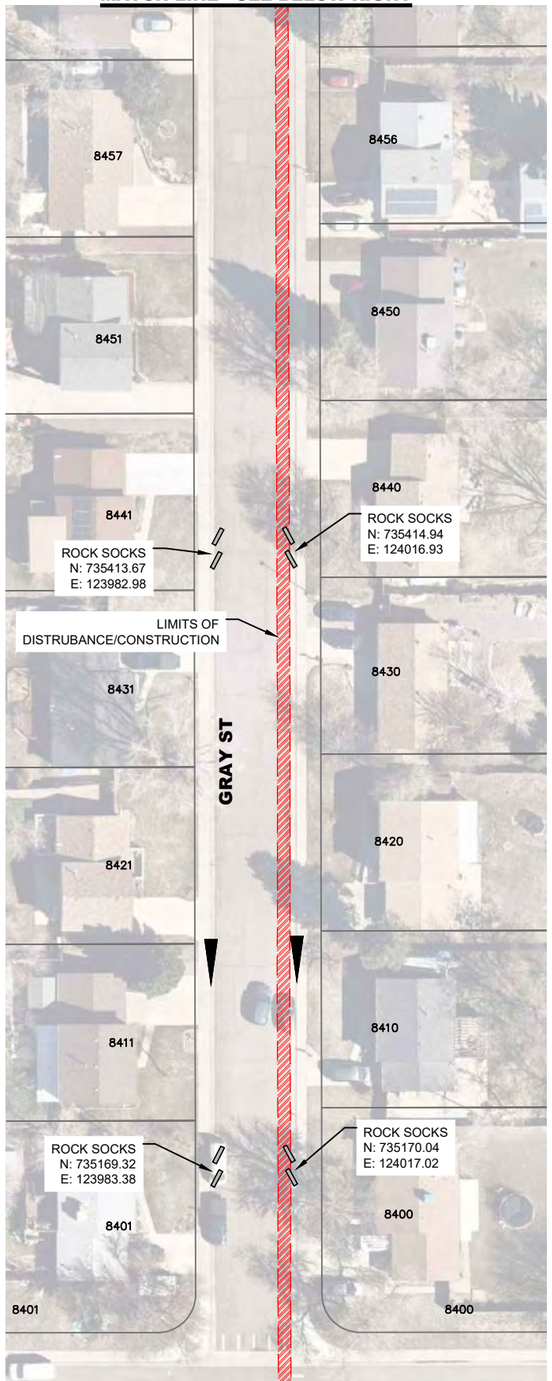
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
FENTON WAY
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-C5**

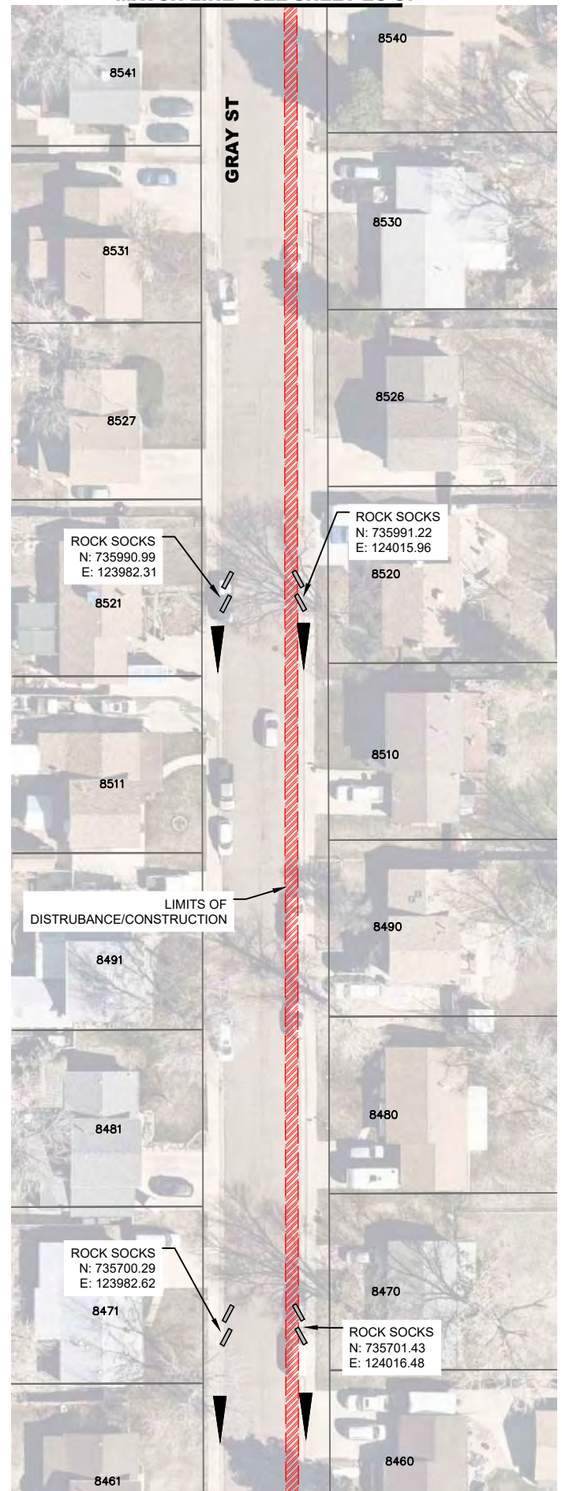
G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase C1.dwg , Plot Date: 11/20/2025

MATCH LINE - SEE BELOW RIGHT

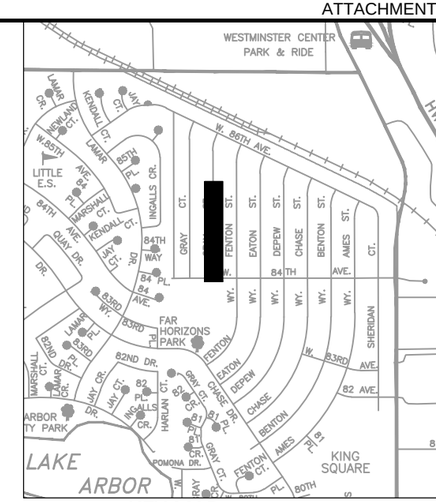


MATCH LINE - SEE SHEET EC-C1

MATCH LINE - SEE SHEET EC-C7



MATCH LINE - SEE ABOVE LEFT



KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.12 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25	25-WA-01
	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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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

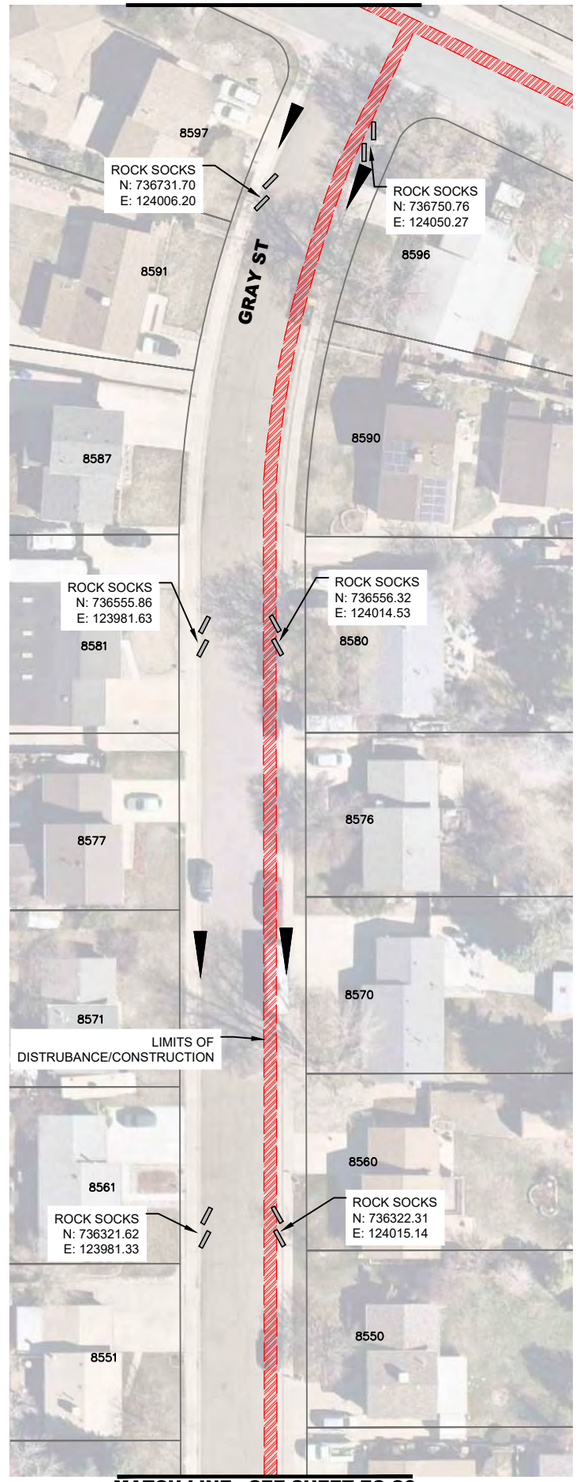
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
GRAY STREET
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-C6**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase C2.dwg , Plot Date: 11/20/2025

MATCH LINE - SEE SHEET EC-D2



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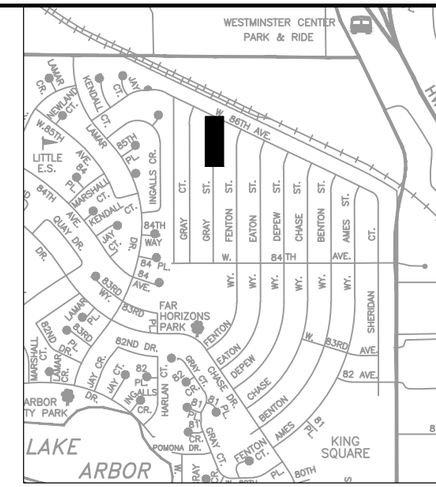

KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

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2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.08 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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

CITY OF ARVADA

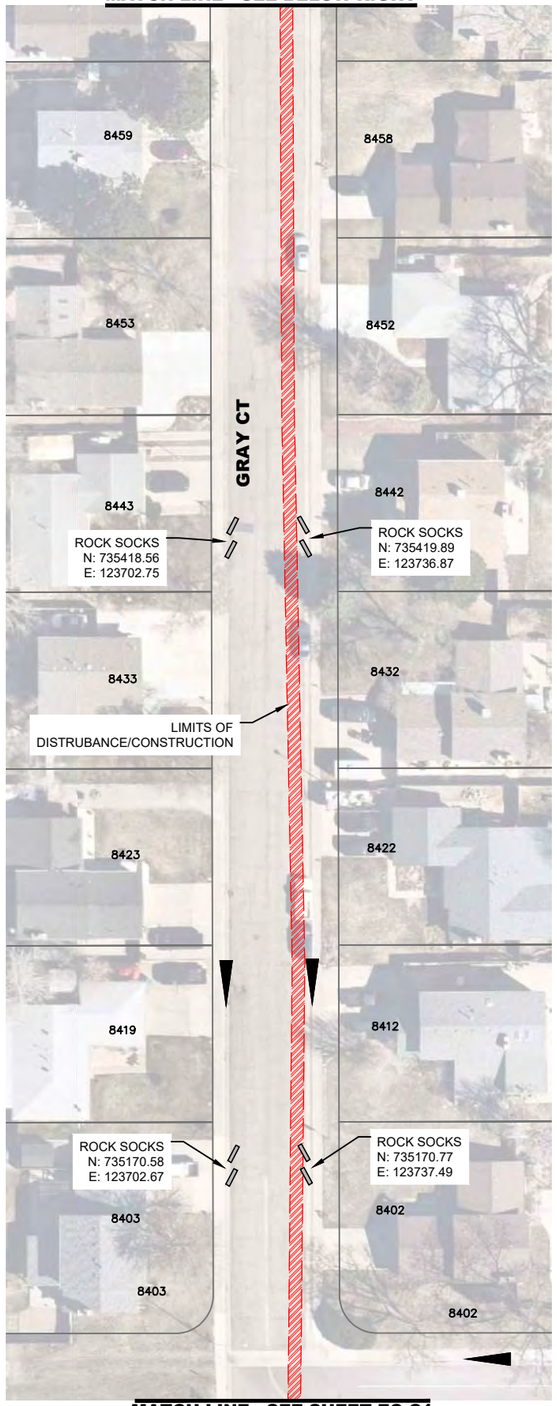
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
GRAY STREET
EROSION CONTROL

ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-C7**

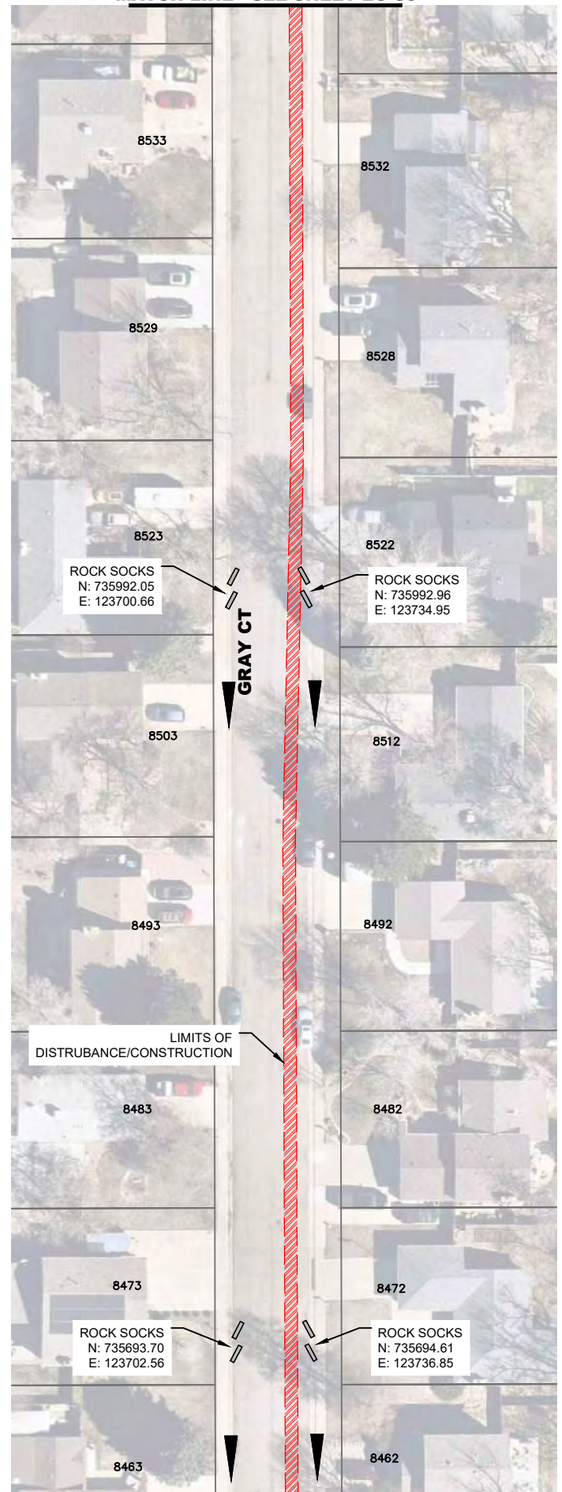
G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase C2.dwg , Plot Date: 11/20/2025

MATCH LINE - SEE BELOW RIGHT



MATCH LINE - SEE SHEET EC-C1

MATCH LINE - SEE SHEET EC-C9



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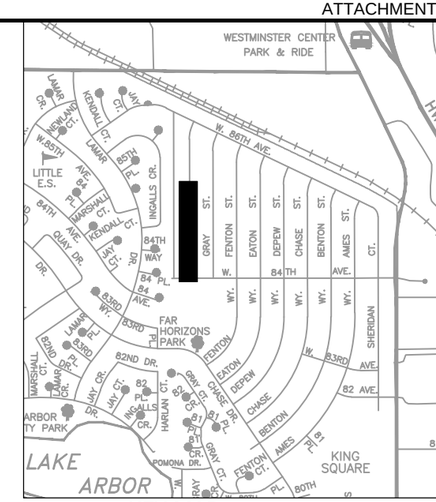

KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.09 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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

CITY OF ARVADA

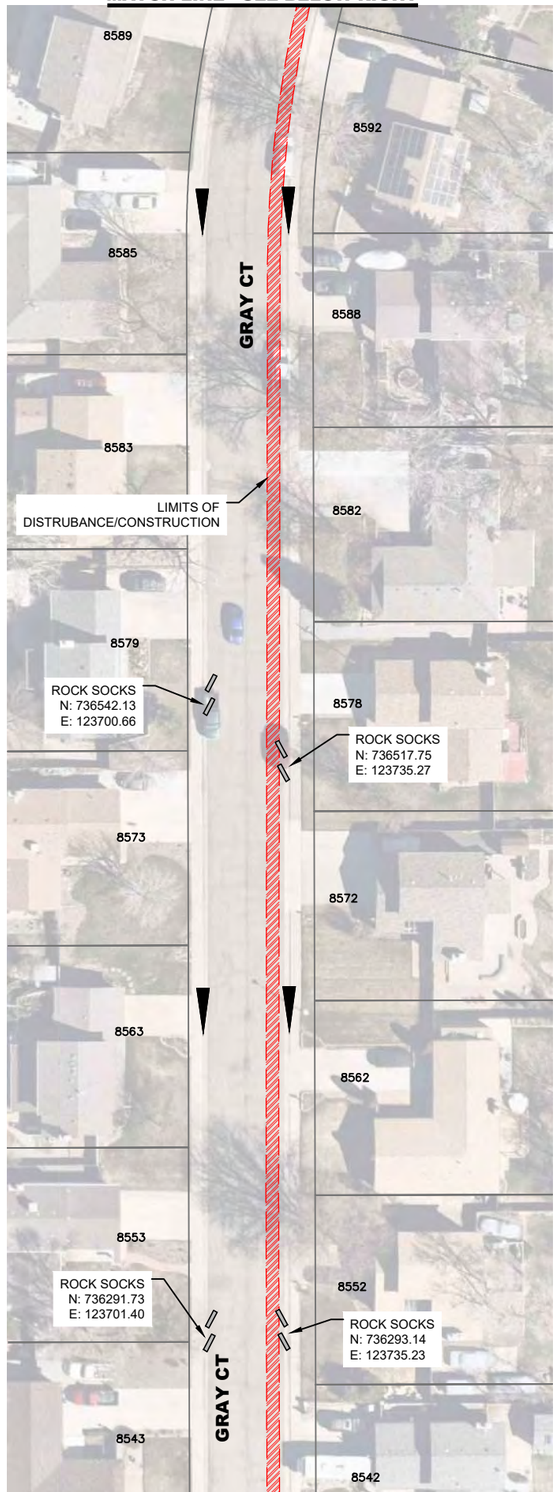
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
GRAY CT
EROSION CONTROL

ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-C8**

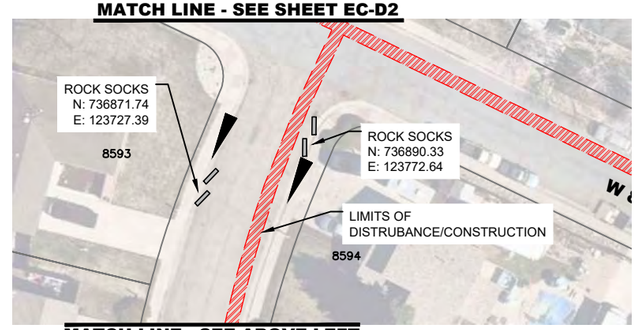
G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase C2.dwg , Plot Date: 11/20/2025

MATCH LINE - SEE BELOW RIGHT



MATCH LINE - SEE SHEET EC-C8

MATCH LINE - SEE SHEET EC-D2



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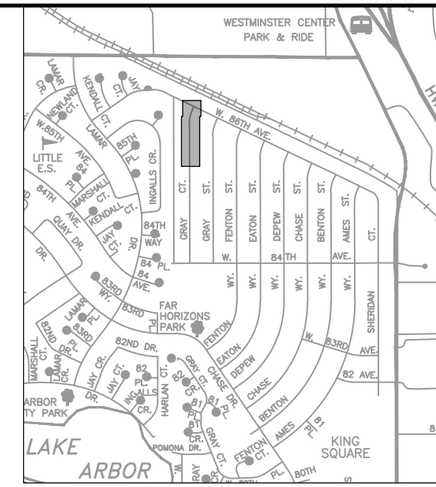

KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.12 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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Engineering Division
8101 Ralston Road
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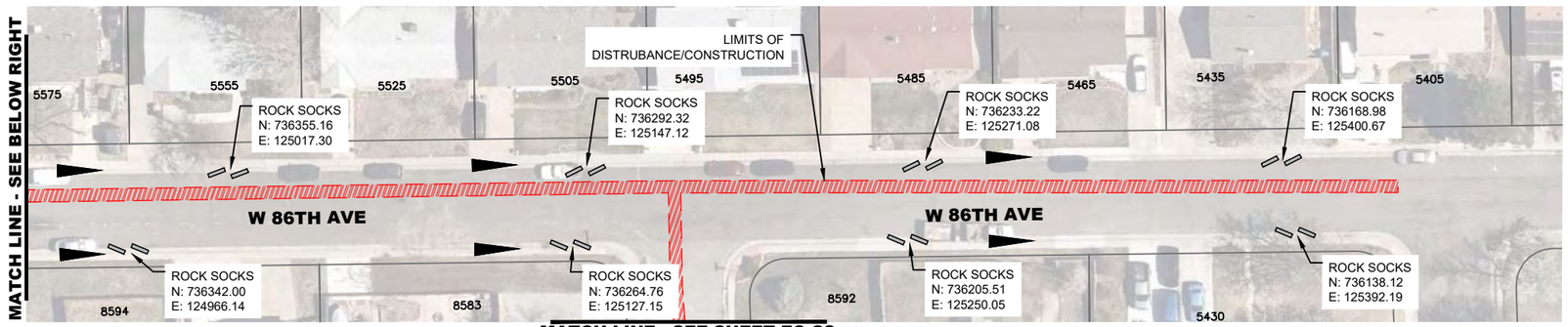
CITY OF ARVADA

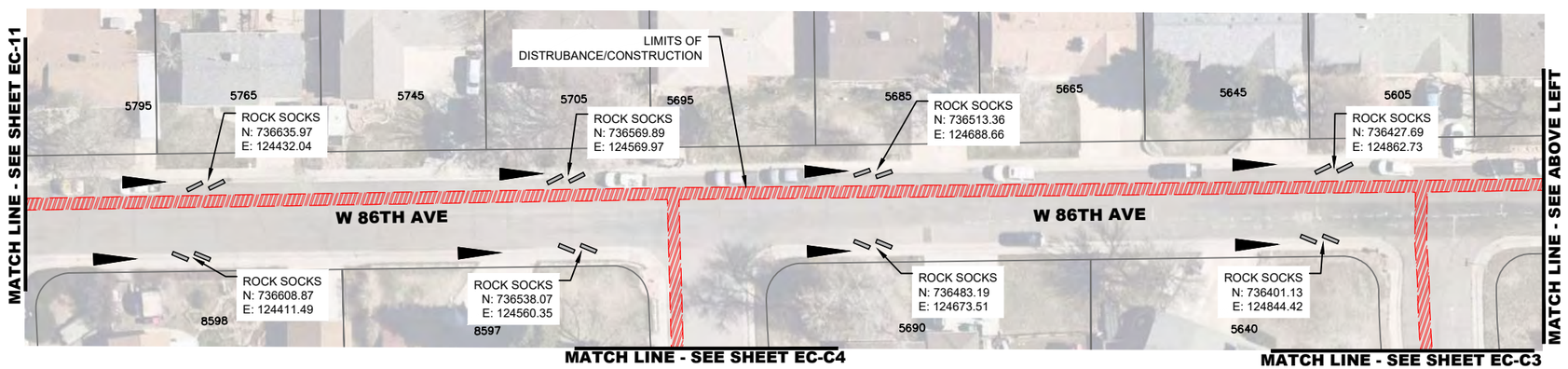
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
GRAY CT.
EROSION CONTROL

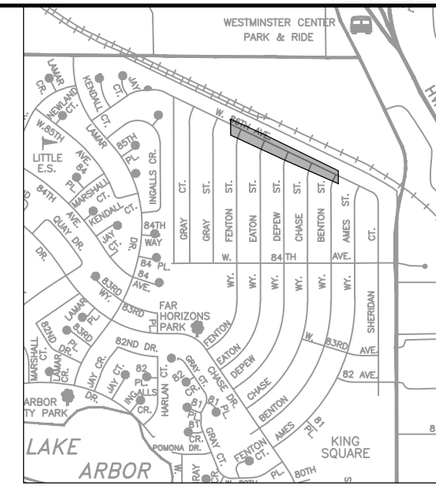
ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-C9**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase C2.dwg , Plot Date: 11/20/2025







KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.12 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date 12/30/25	Job Number 25-WA-01

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

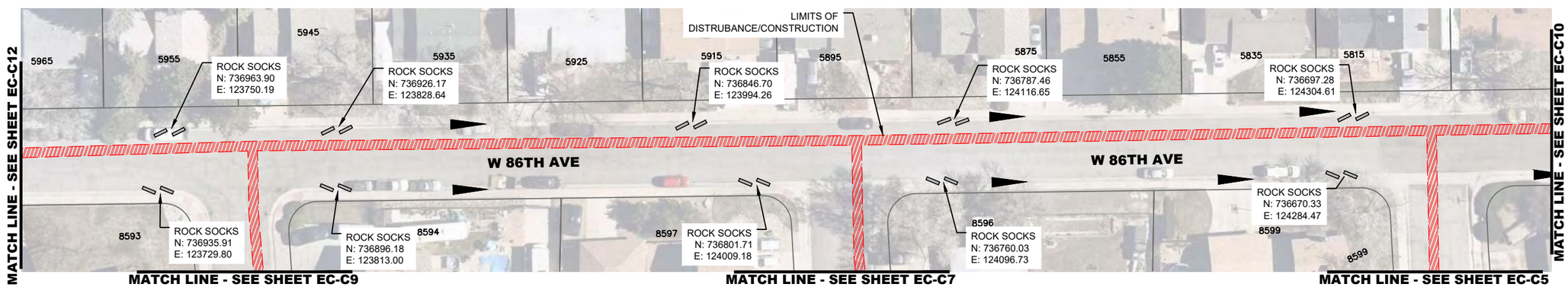
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W. 86TH AVE
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

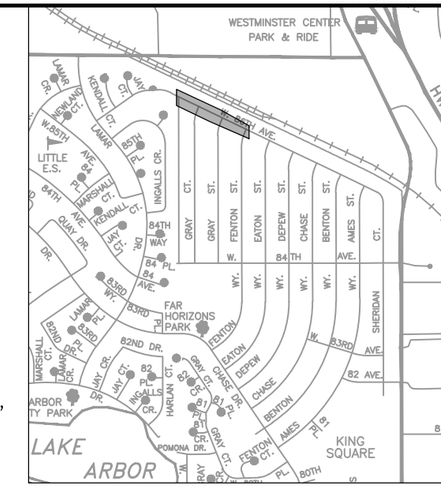
SHT **EC-C10**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase C3.dwg , Plot Date: 11/20/2025



0' 30' 60' 120'

SCALE: 1"=60'



KEY MAP *(Not To Scale)*

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.11 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25	25-WA-01
	Date	Job Number

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

CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W. 86TH AVE
EROSION CONTROL

ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-C11**

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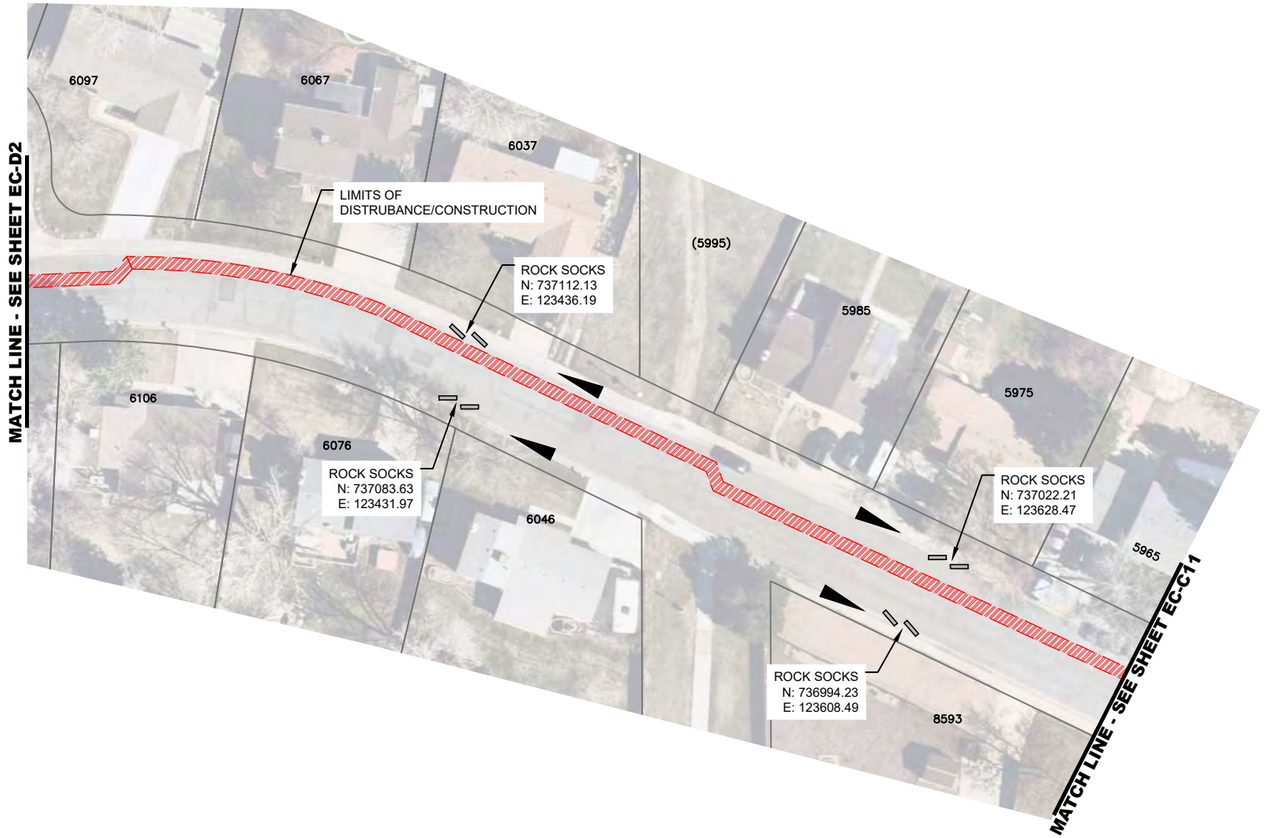

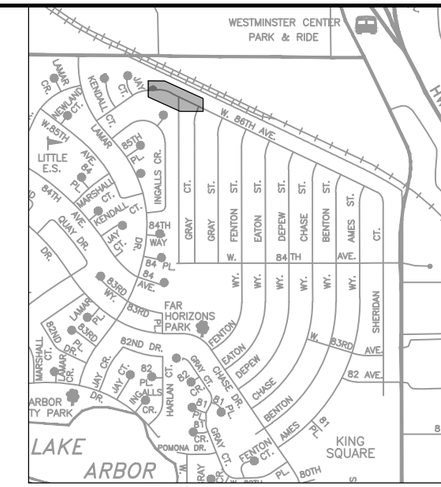

KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.06 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25	25-WA-01
	Date	Job Number

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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

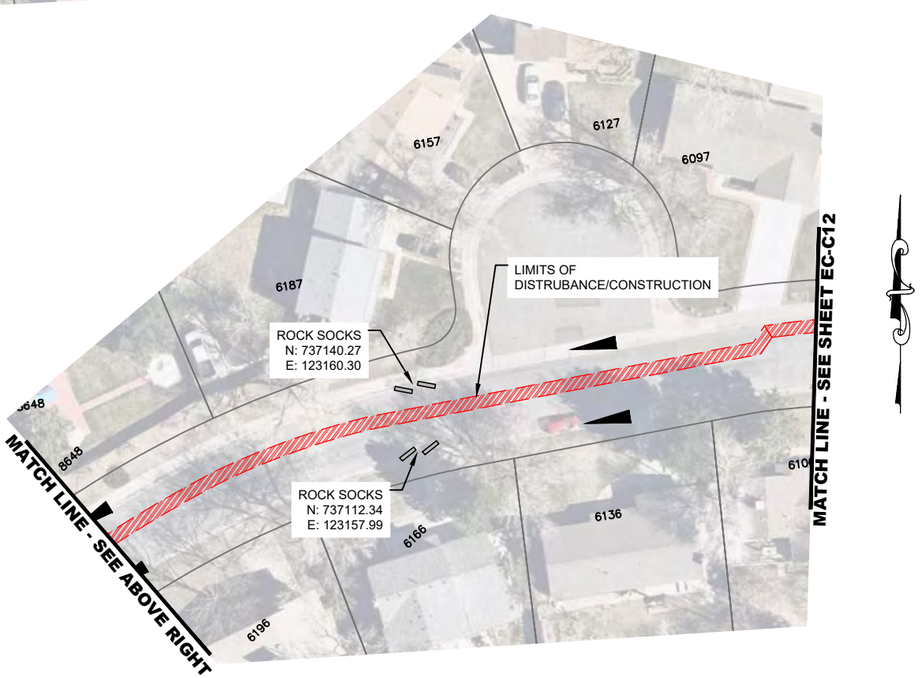
CITY OF ARVADA

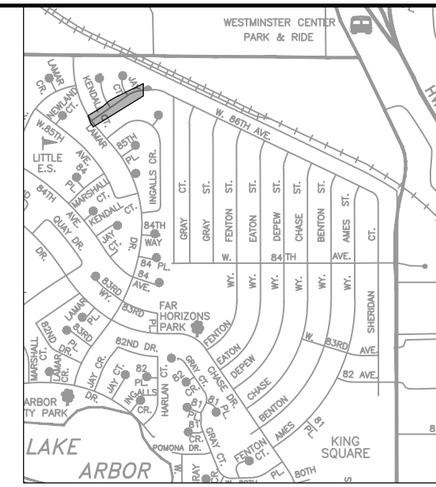
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W. 86TH AVE
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-C12**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase C3.dwg , Plot Date: 11/20/2025





KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

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3. LIMITS OF DISTURBANCE = 0.09 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25	25-WA-01
	Date	Job Number

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

CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
86TH AVE
EROSION CONTROL

ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-D1**

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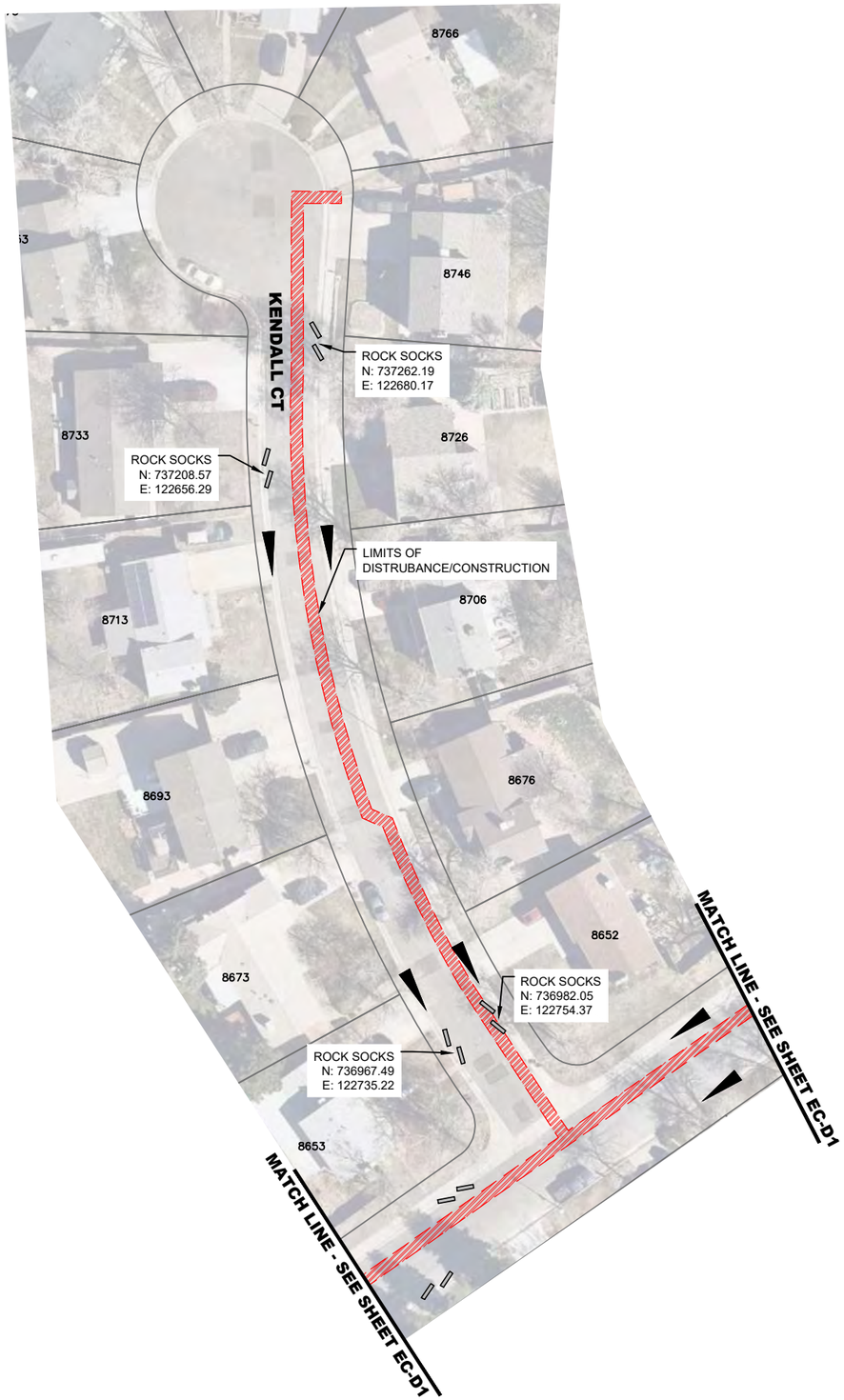

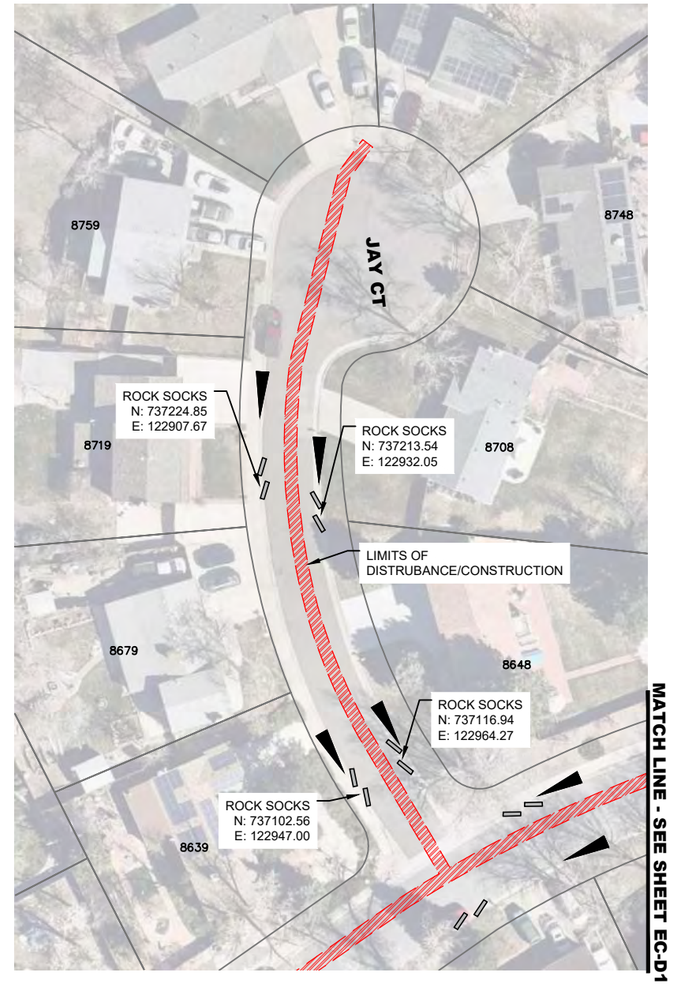

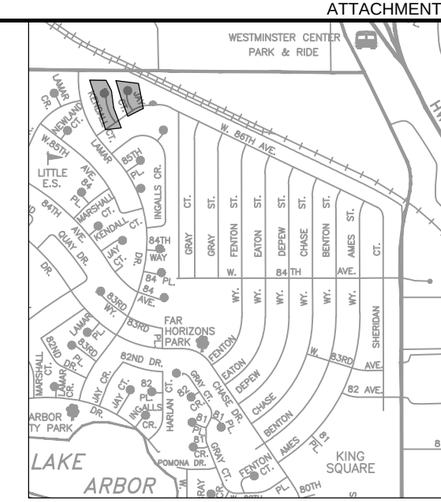

KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.08 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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

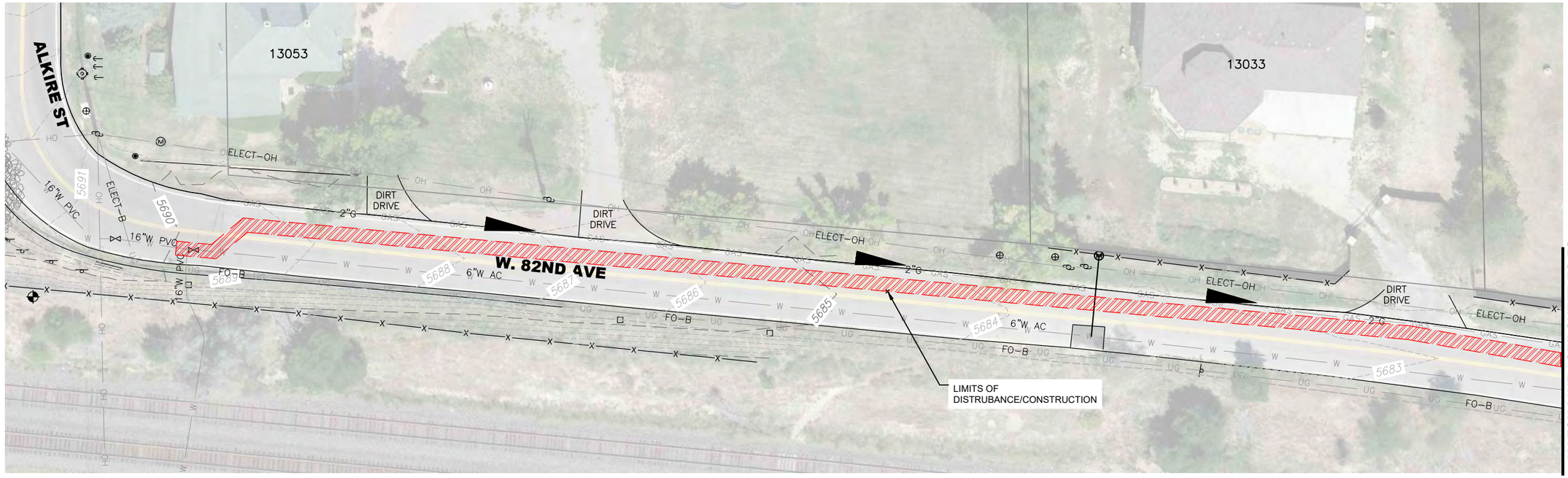
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
JAY CT CUL-DE-SAC
KENDALL CT CUL-DE-SAC
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY RN

SHT **EC-D2**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase D.dwg , Plot Date: 11/20/2025



0' 20 40' 80'

SCALE: 1"=40'

NOTES: ▼ – FLOW ARROWS

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.05 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date	Job Number
	12/30/25	25-WA-01

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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

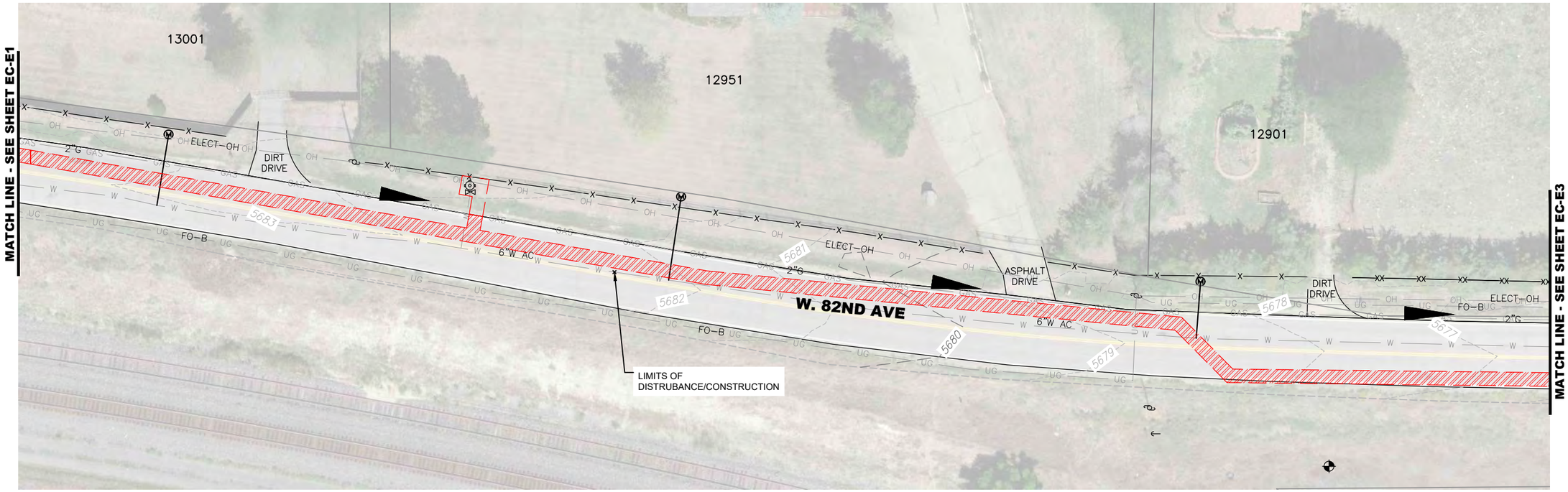
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-E1**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase E.dwg , Plot Date: 12/29/2025



0' 20 40' 80'

SCALE: 1"=40'

NOTES: ▼ – FLOW ARROWS

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.06 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date	Job Number
	12/30/25	25-WA-01

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.

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Engineering Division
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Phone 720-898-7640

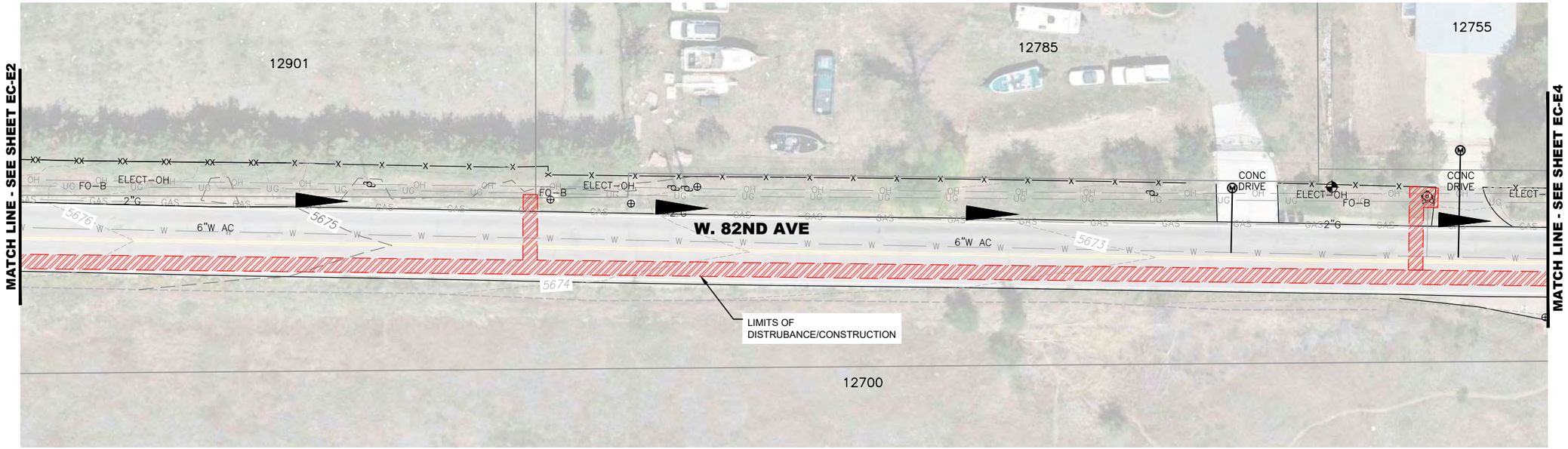
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-E2**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase E.dwg , Plot Date: 12/29/2025



0' 20 40' 80'

SCALE: 1"=40'

NOTES: ▼ – FLOW ARROWS

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.06 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date 12/30/25	Job Number 25-WA-01

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

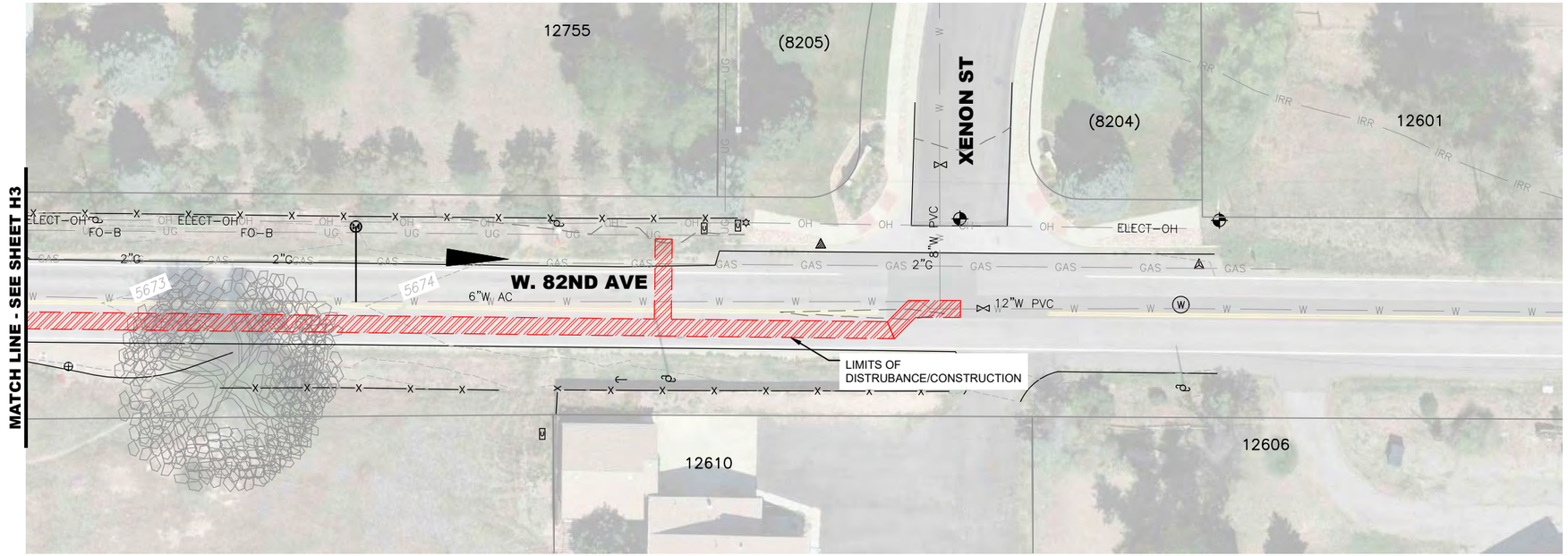
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST
EROSION CONTROL

ENGINEER KS
CHECKED BY JM
DESIGN BY

SHT **EC-E3**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase E.dwg , Plot Date: 12/29/2025



0' 20 40' 80'

SCALE: 1"=40'

NOTES: ▼ – FLOW ARROWS

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.03 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date	Job Number
	12/30/25	25-WA-01

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NO.	REVISION	DATE	BY
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Engineering Division
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Phone 720-898-7640

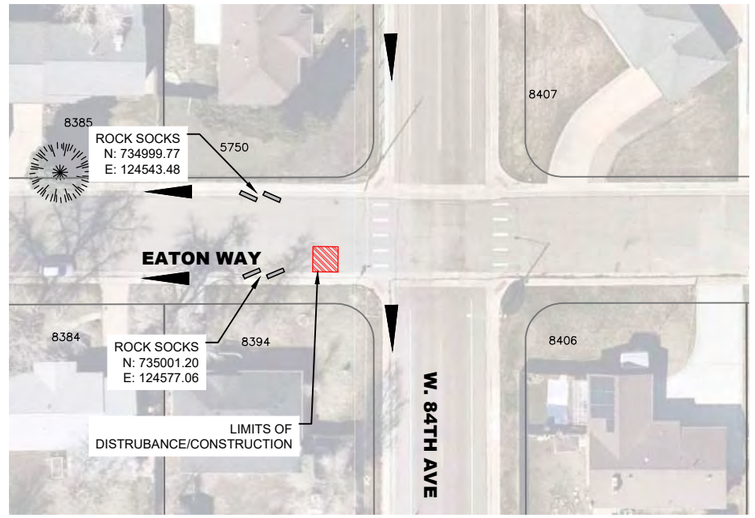
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST
EROSION CONTROL

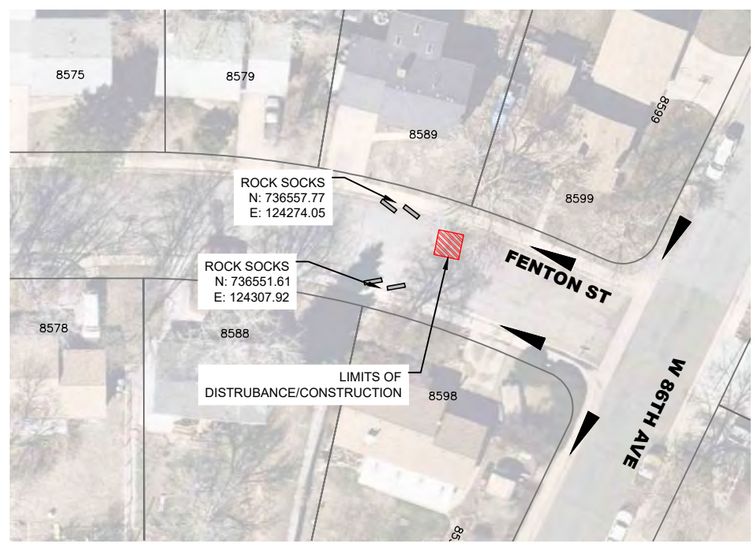
ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-E4**

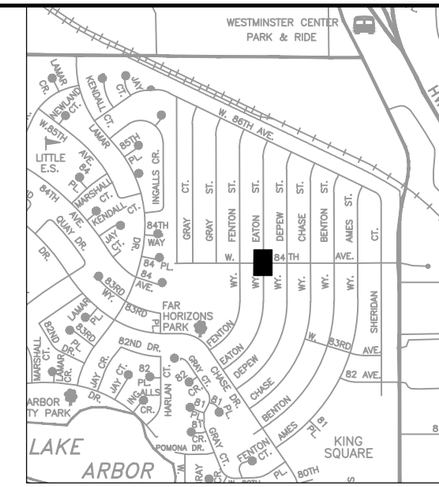
G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Erosion Control - Phase E.dwg , Plot Date: 12/29/2025



EATON WY EROSION CONTROL



FENTON ST EROSION CONTROL



KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

– FLOW ARROWS

– ROCK SOCKS

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. LIMITS OF DISTURBANCE = 0.004 ACRES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25	25-WA-01
	Date	Job Number

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Engineering Division
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Phone 720-898-7640

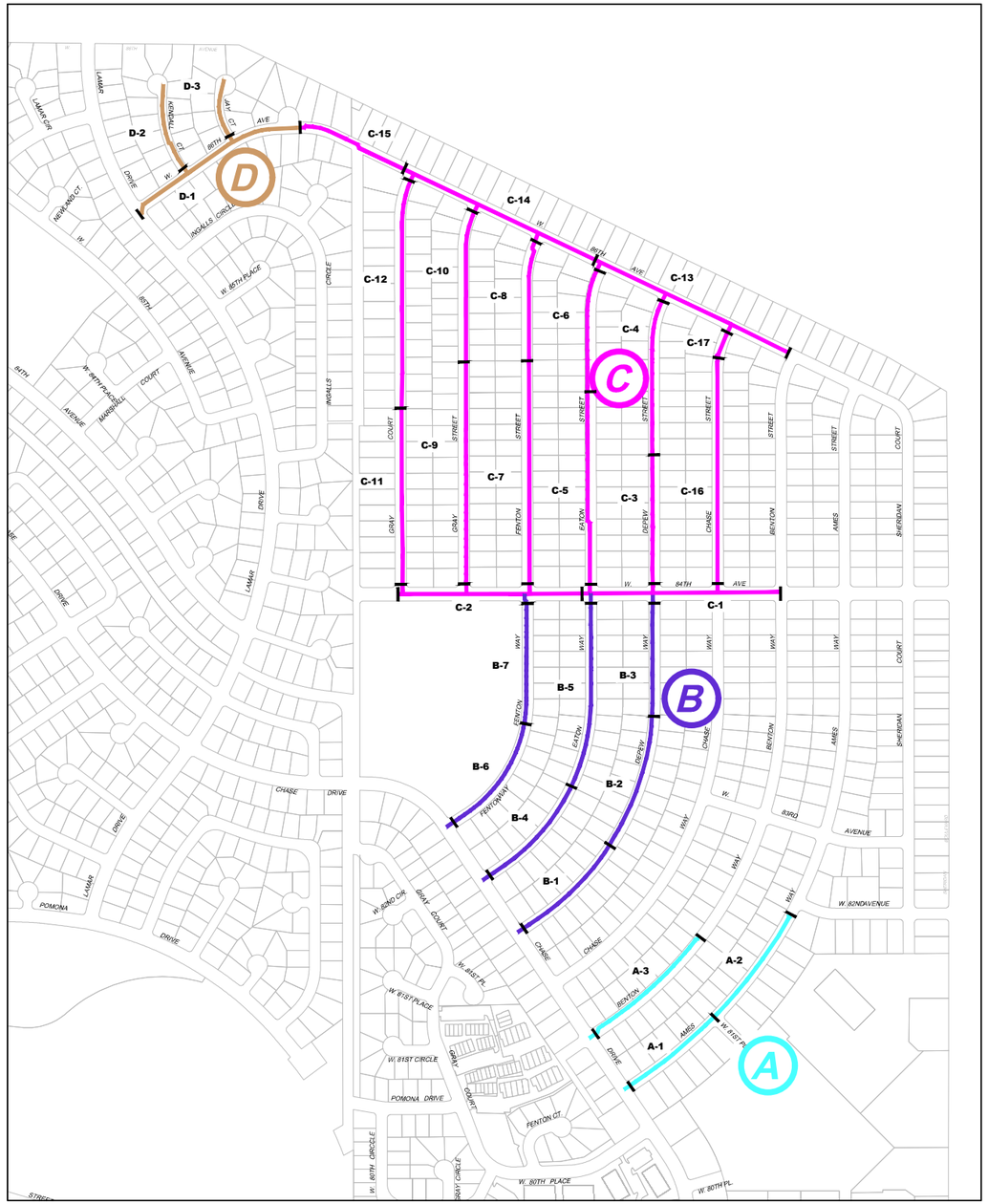
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
EATON WAY & FENTON ST
SEWER
EROSION CONTROL

ENGINEER
KS
CHECKED BY
JM
DESIGN BY

SHT **EC-S1**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\Erosion Control\Eaton & Fenton Sewer Erosion Control.dwg , Plot Date: 11/20/2025



APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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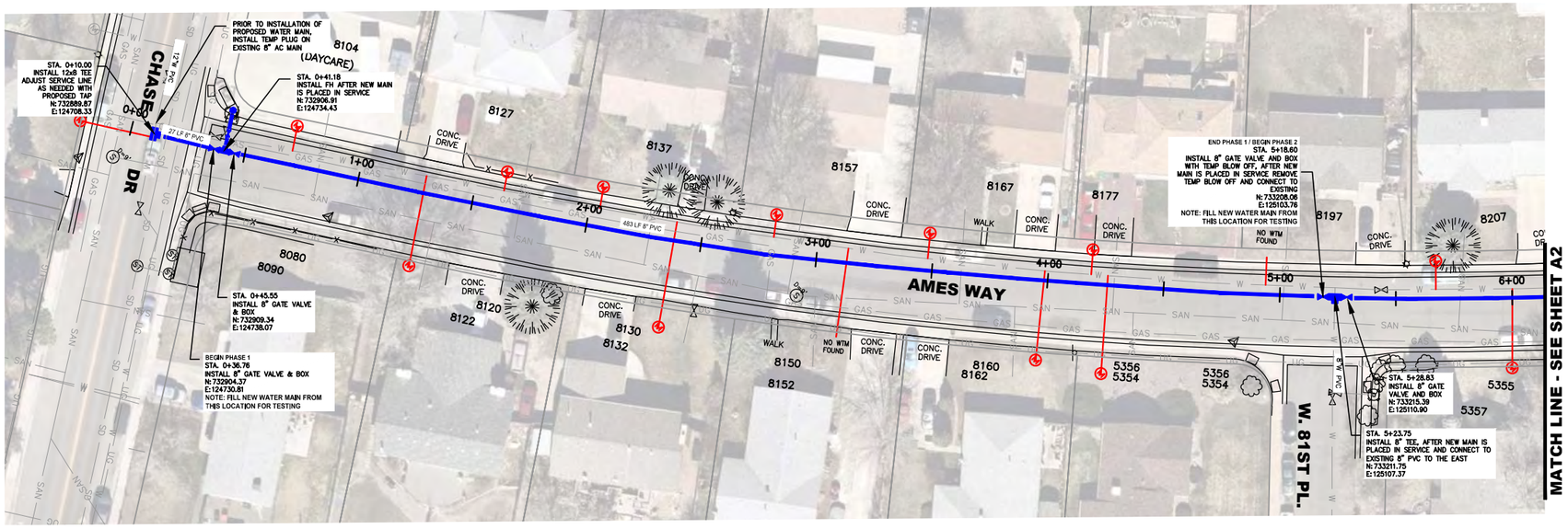
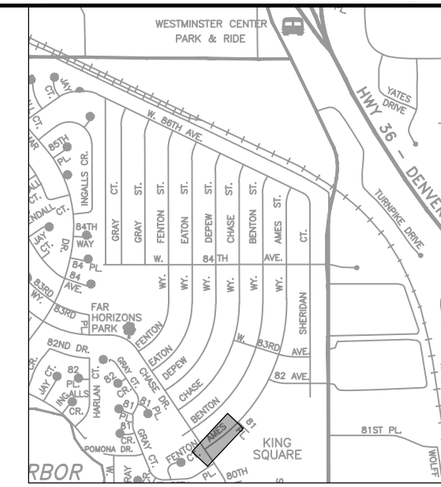
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
SUGGESTED PROJECT PHASING MAP

ENGINEER
KS
CHECKED BY
MS
DESIGN BY
RN

SHT **PM**





KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. EXISTING AC MAIN TO BE ABANDONED
2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25	25-WA-01
	Date	Job Number

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

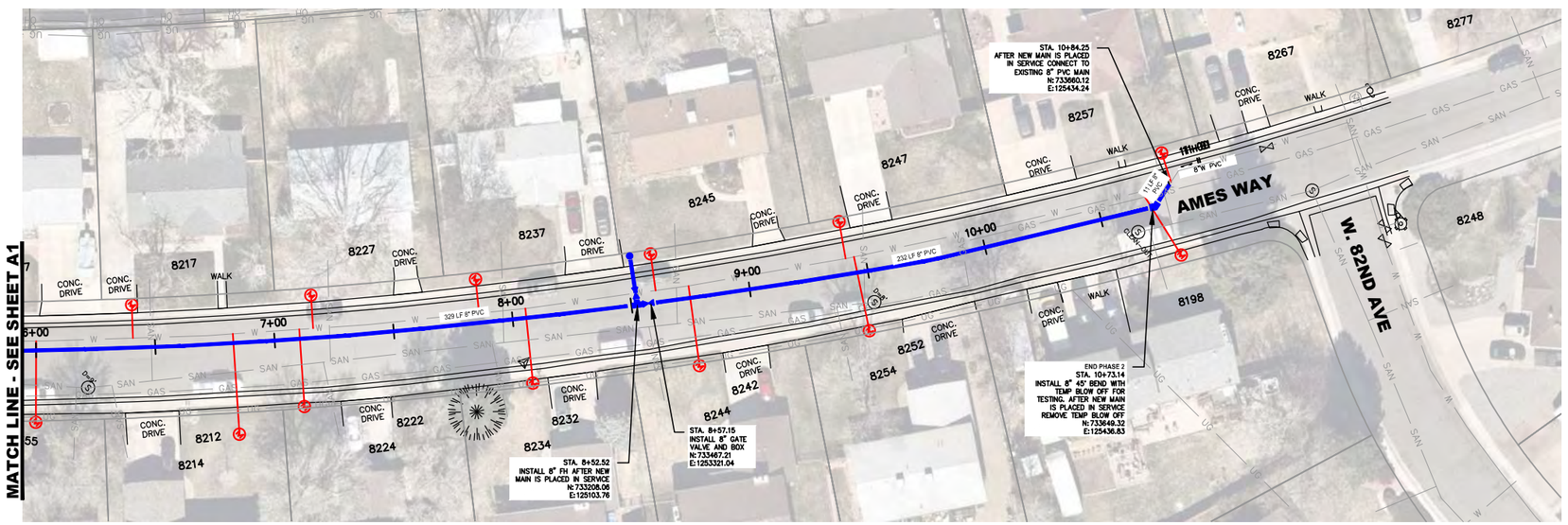
CITY OF ARVADA

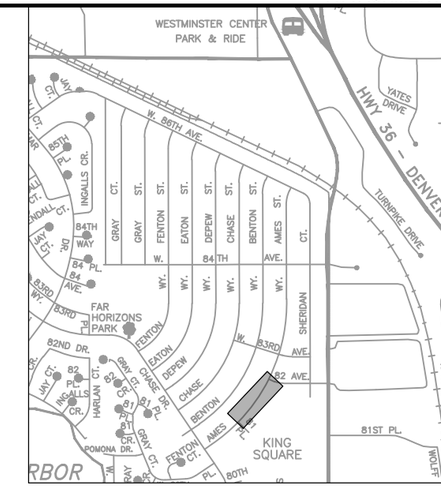
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
AMES WAY
FROM CHASE DR TO W 82ND AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **A1**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase A (SHEETS).dwg , Plot Date: 11/19/2025





KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. EXISTING AC MAIN TO BE ABANDONED
2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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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

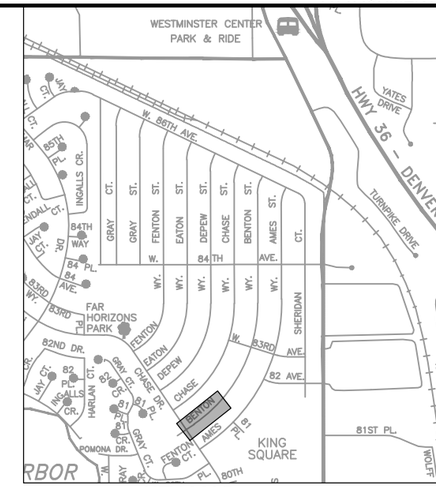
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
AMES WAY
FROM CHASE DR TO W 82ND AVE

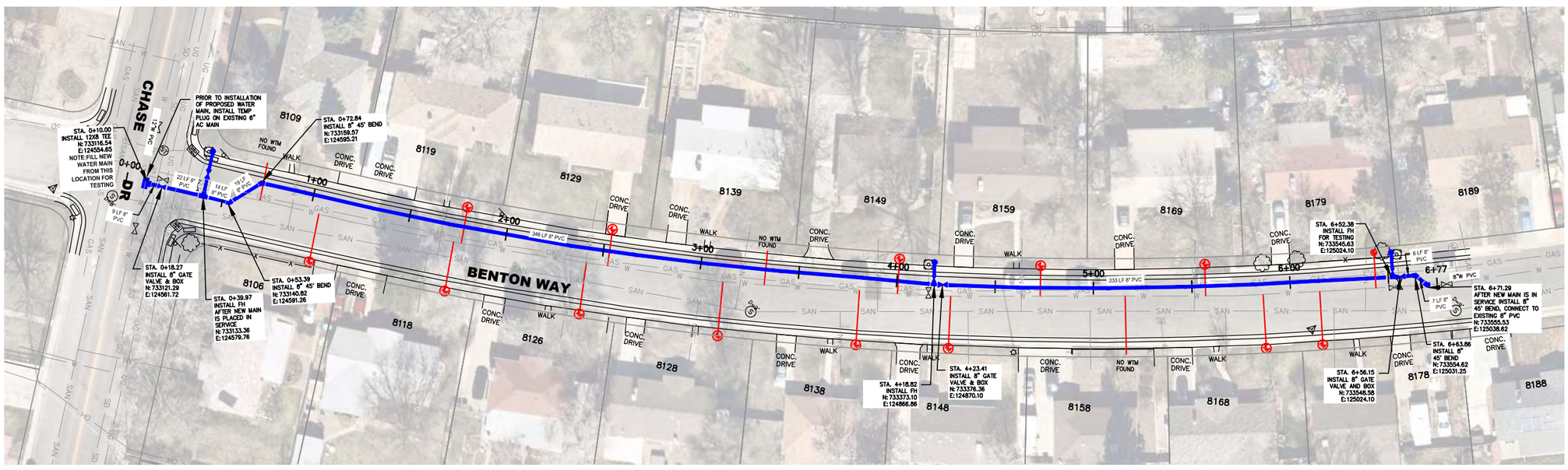
ENGINEER KS
CHECKED BY MS
DESIGN BY RN

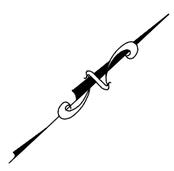
SHT **A2**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase A (SHEETS).dwg , Plot Date: 11/19/2025



KEY MAP *(Not To Scale)*





0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. EXISTING GAS LINE WILL BE RELOCATED PRIOR TO WATER MAIN CONSTRUCTION
2. EXISTING AC MAIN TO BE ABANDONED
3. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25	25-WA-01
	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.

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

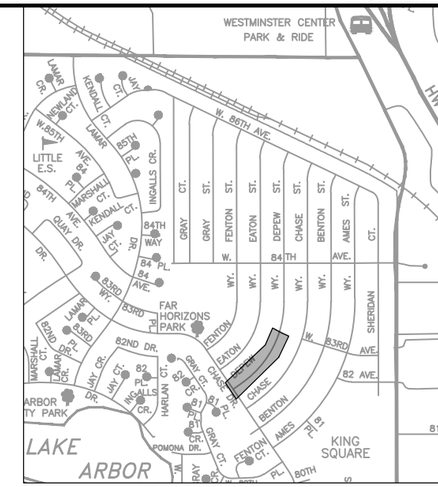
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
BENTON WAY
FROM CHASE DR TO 8189 BENTON WY

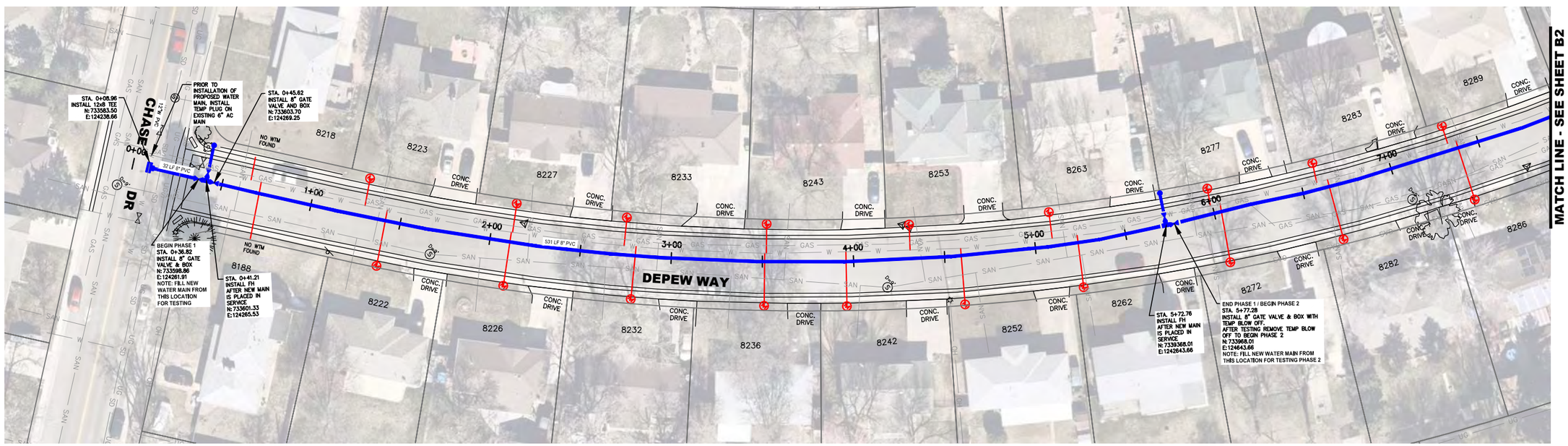
ENGINEER KS
CHECKED BY MS
DESIGN BY

SHT **A3**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase A (SHEETS).dwg , Plot Date: 11/10/2025



KEY MAP *(Not To Scale)*



0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. EXISTING AC MAIN TO BE ABANDONED
2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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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

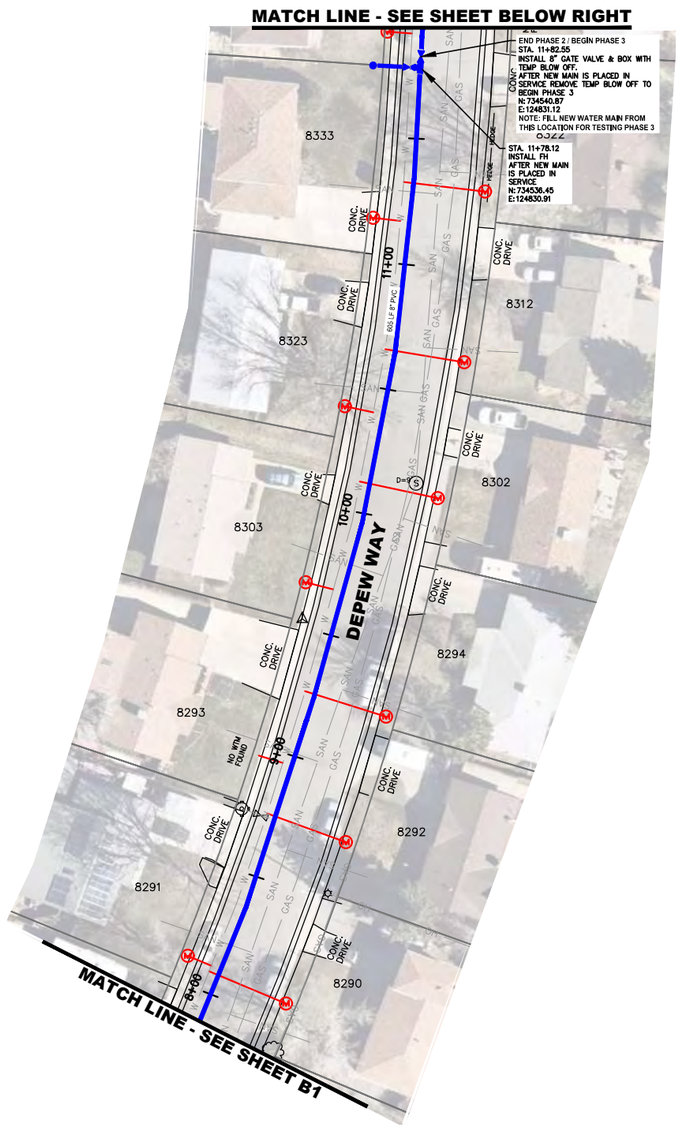
CITY OF ARVADA

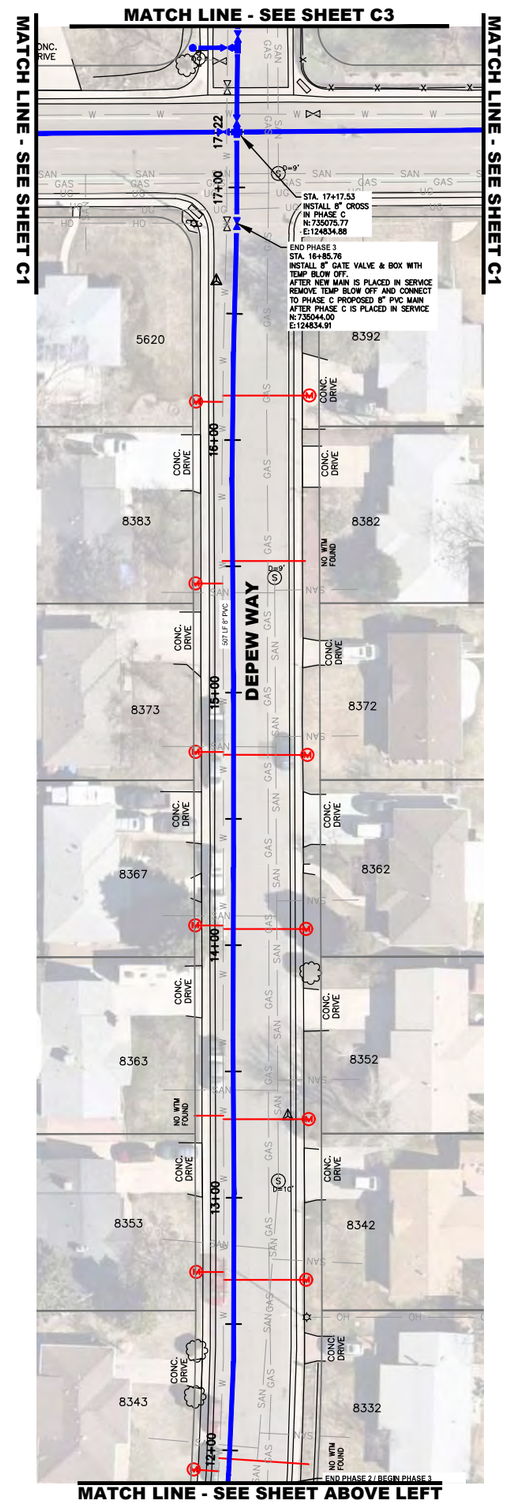
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
DEPEW WAY
FROM CHASE DR TO W 84TH AVE

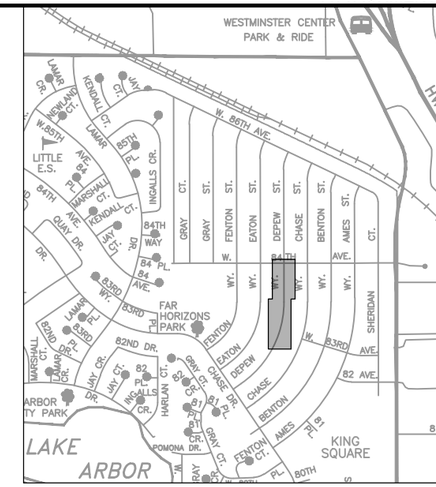
ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **B1**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase B (SHEETS).dwg , Plot Date: 11/10/2025







KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. EXISTING AC MAIN TO BE ABANDONED
2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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

CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
DEPEW WAY
FROM CHASE DR TO W 84TH AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **B2**

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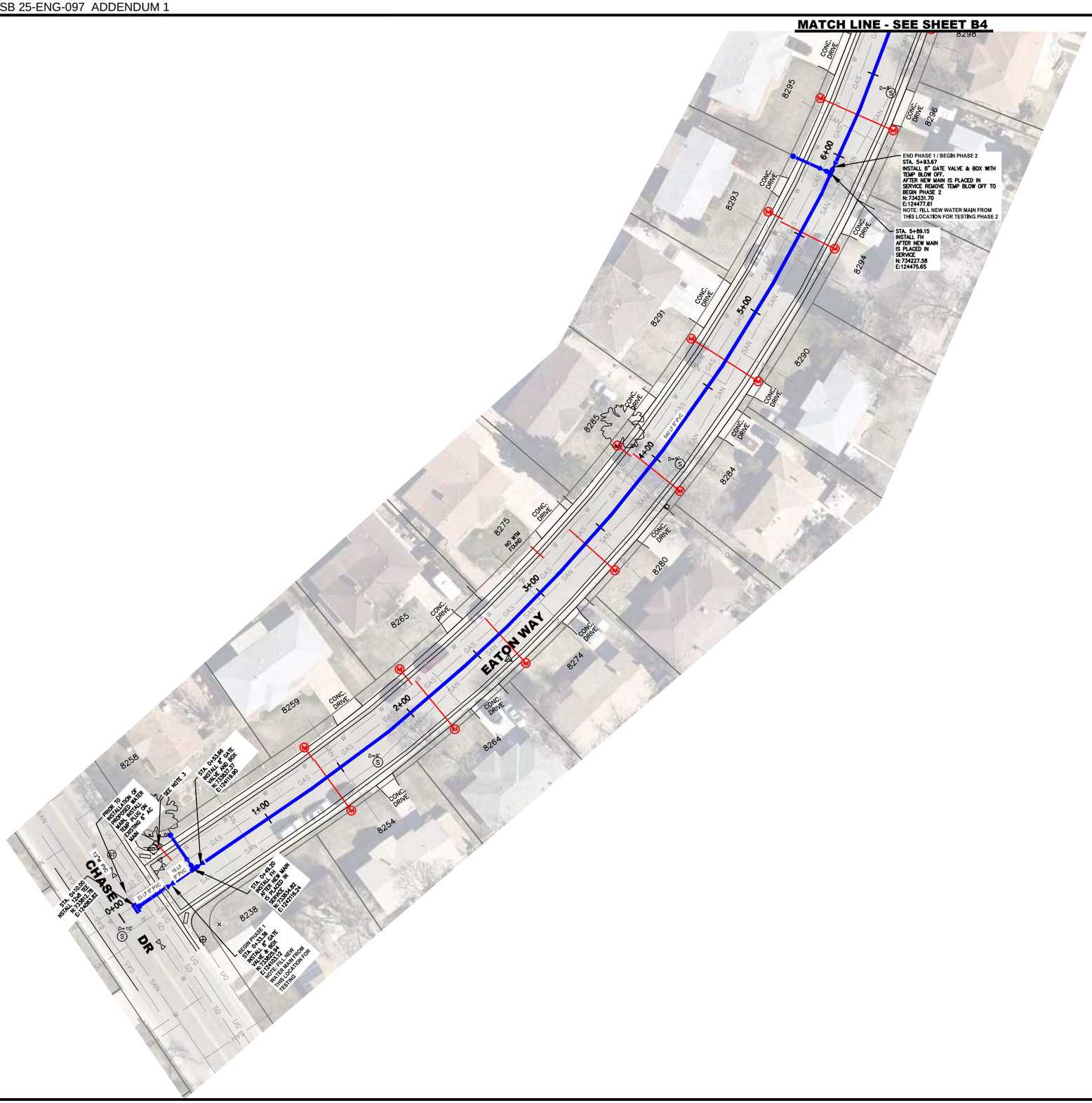

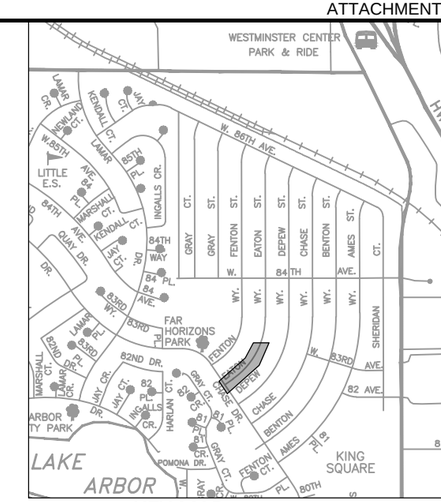

KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. EXISTING AC MAIN TO BE ABANDONED
2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES
3. RECONNECT WATER QUALITY MONITORING STATION SERVICE LINE

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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

CITY OF ARVADA

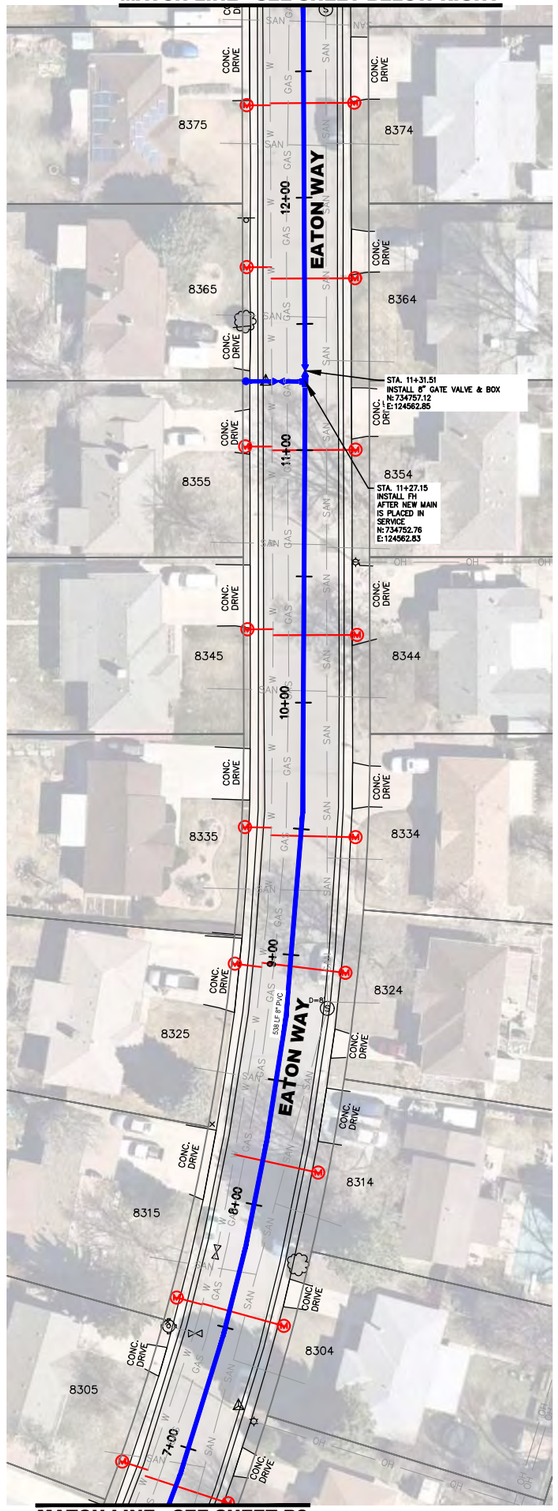
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
EATON WAY
FROM CHASE DR TO W 84TH AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **B3**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H20 Main Phase B (SHEETS).dwg , Plot Date: 11/19/2025

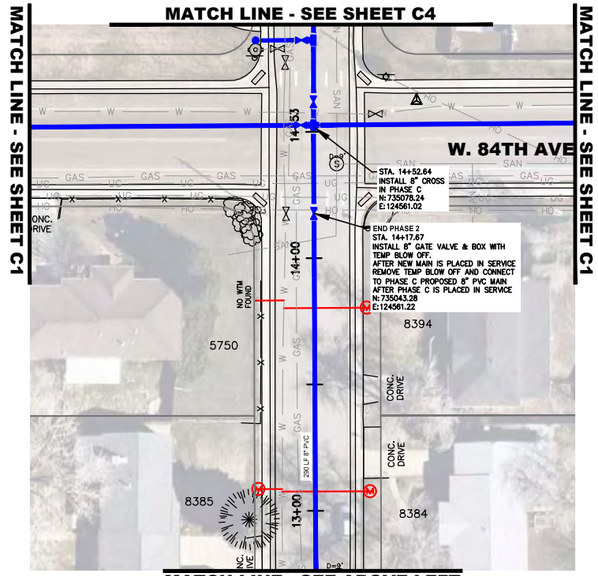
MATCH LINE - SEE SHEET BELOW RIGHT



MATCH LINE - SEE SHEET B3

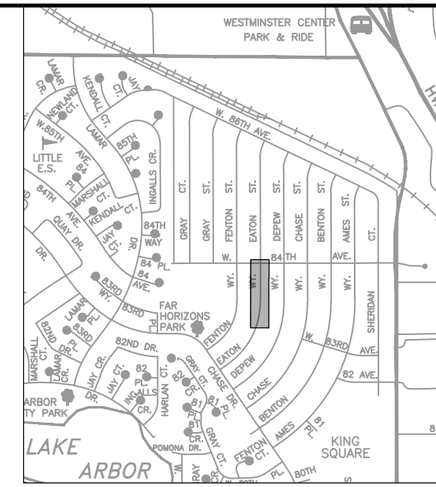
MATCH LINE - SEE SHEET C4

MATCH LINE - SEE SHEET C1



MATCH LINE - SEE ABOVE LEFT

MATCH LINE - SEE SHEET C1



KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. EXISTING AC MAIN TO BE ABANDONED
2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 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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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

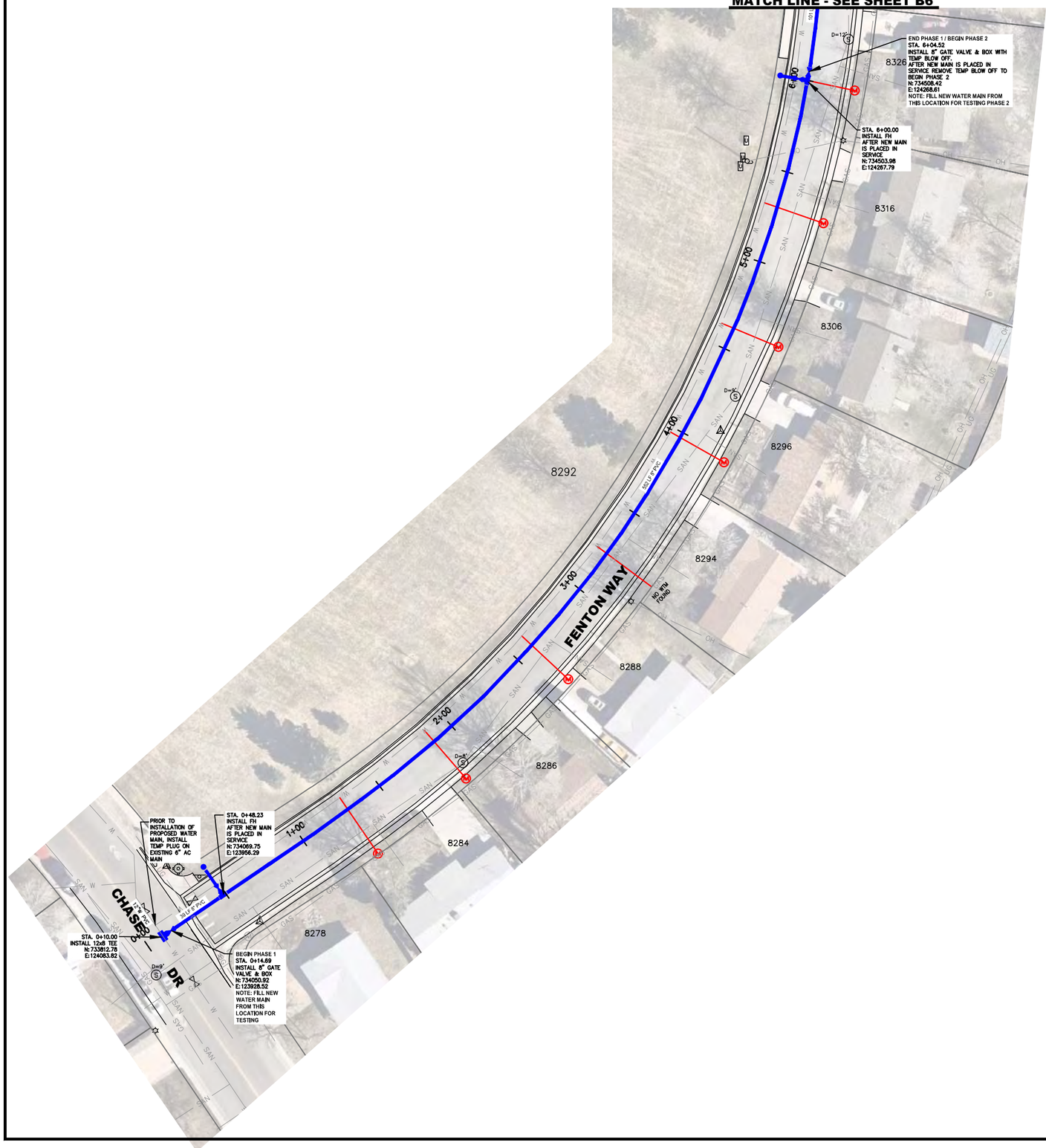
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
EATON WAY
FROM CHASE DR TO W 84TH AVE

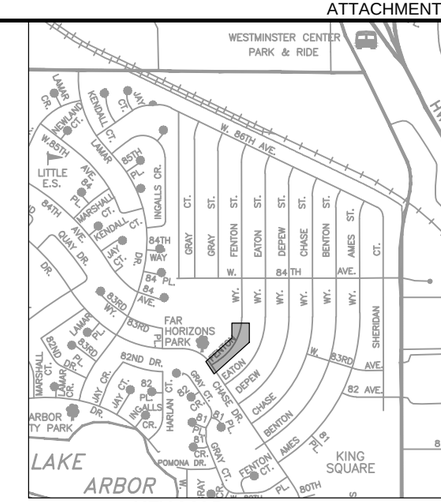
ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **B4**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase B (SHEETS).dwg , Plot Date: 11/19/2025

MATCH LINE - SEE SHEET B6





KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

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2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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Engineering Division
8101 Ralston Road
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Phone 720-898-7640

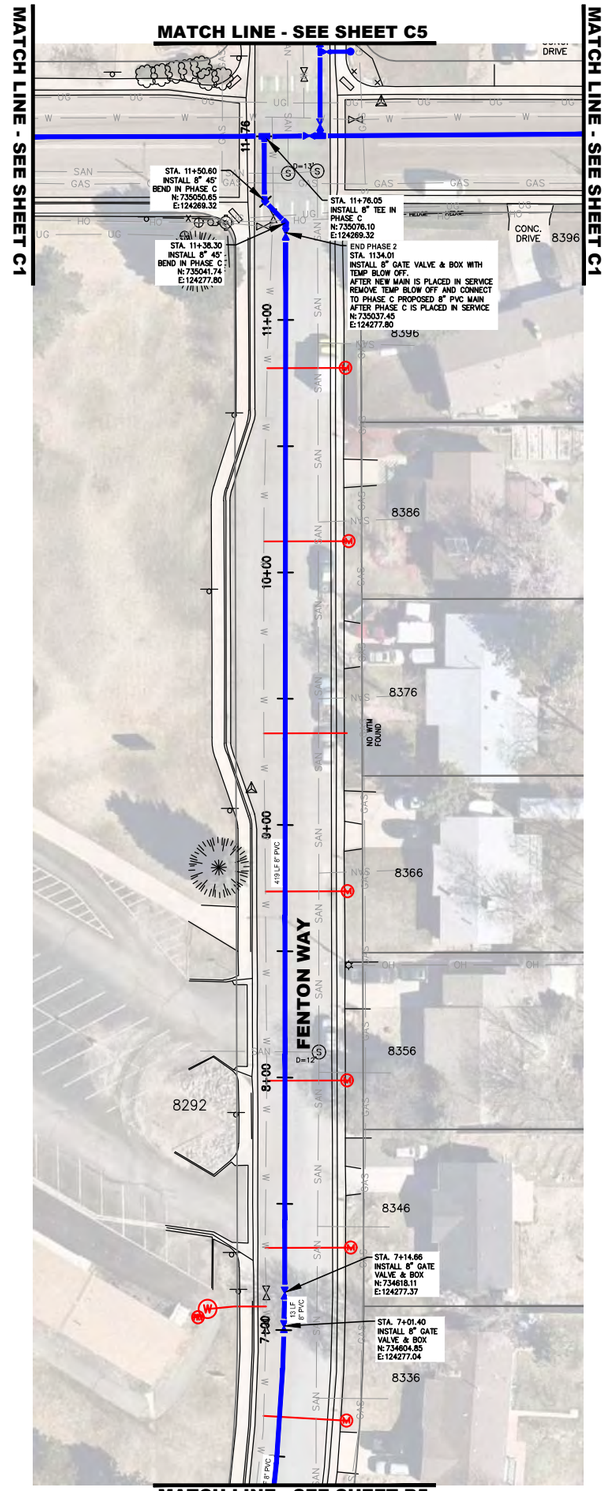
CITY OF ARVADA

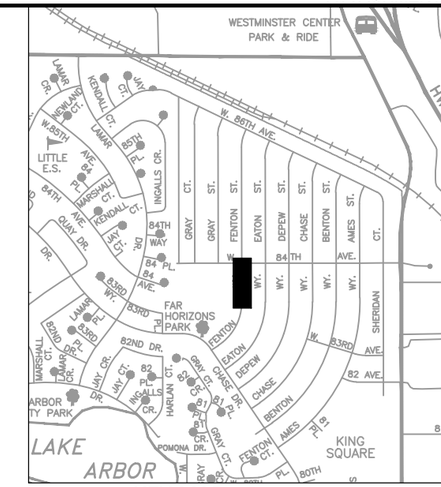
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
FENTON WAY
FROM CHASE DR TO W 84TH AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **B5**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H20 Main Phase B (SHEETS).dwg , Plot Date: 11/10/2025





KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

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APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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8101 Ralston Road
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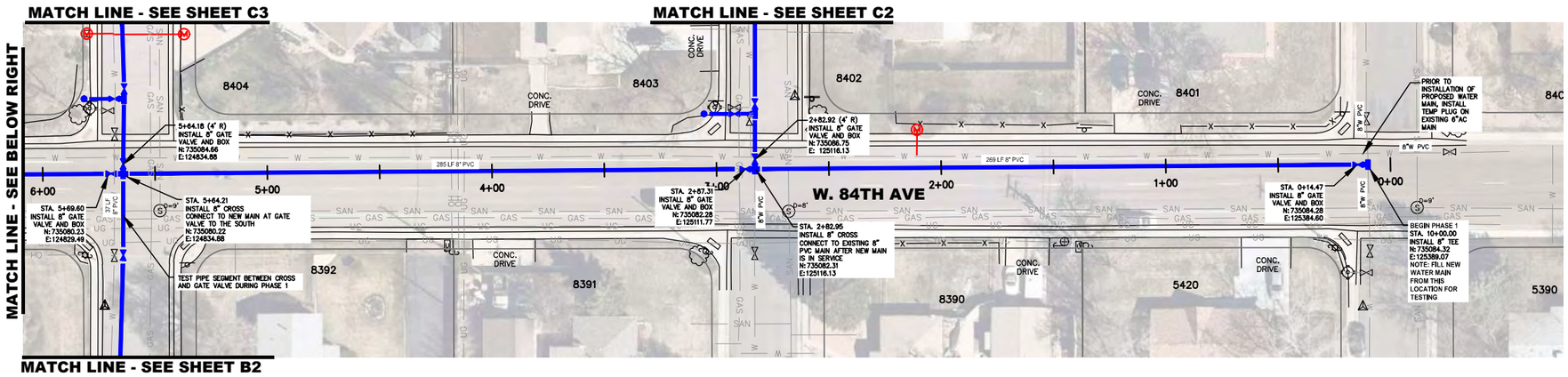
CITY OF ARVADA

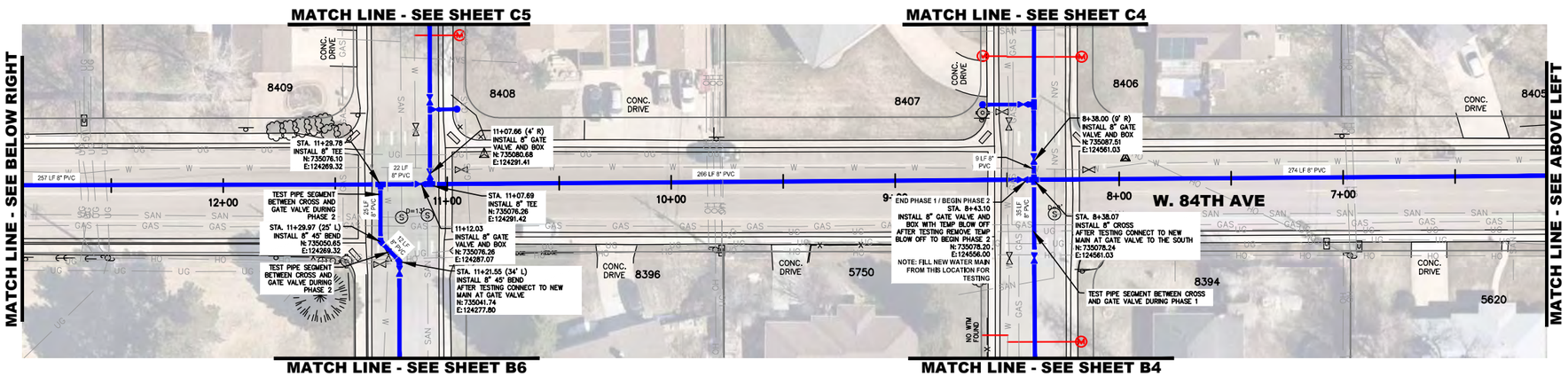
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
FENTON WAY
FROM CHASE DR TO W 84TH AVE

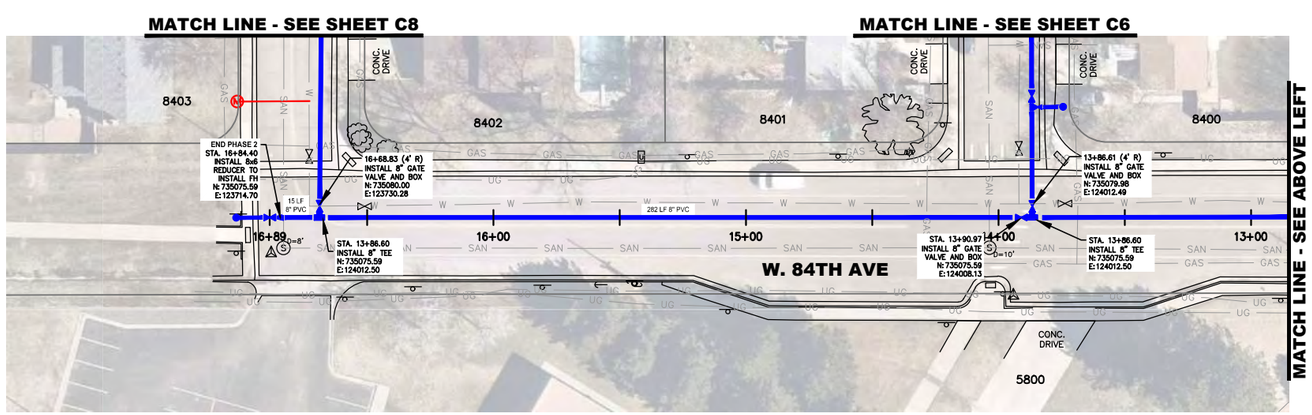
ENGINEER KS
CHECKED BY MS
DESIGN BY RN

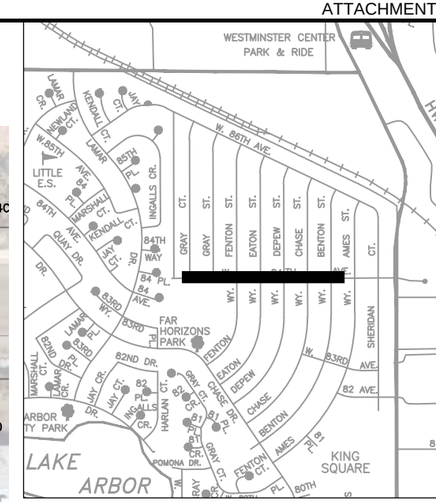
SHT **B6**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H20 Main Phase B (SHEETS).dwg , Plot Date: 11/10/2025









KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

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2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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Engineering Division
8101 Ralston Road
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CITY OF ARVADA

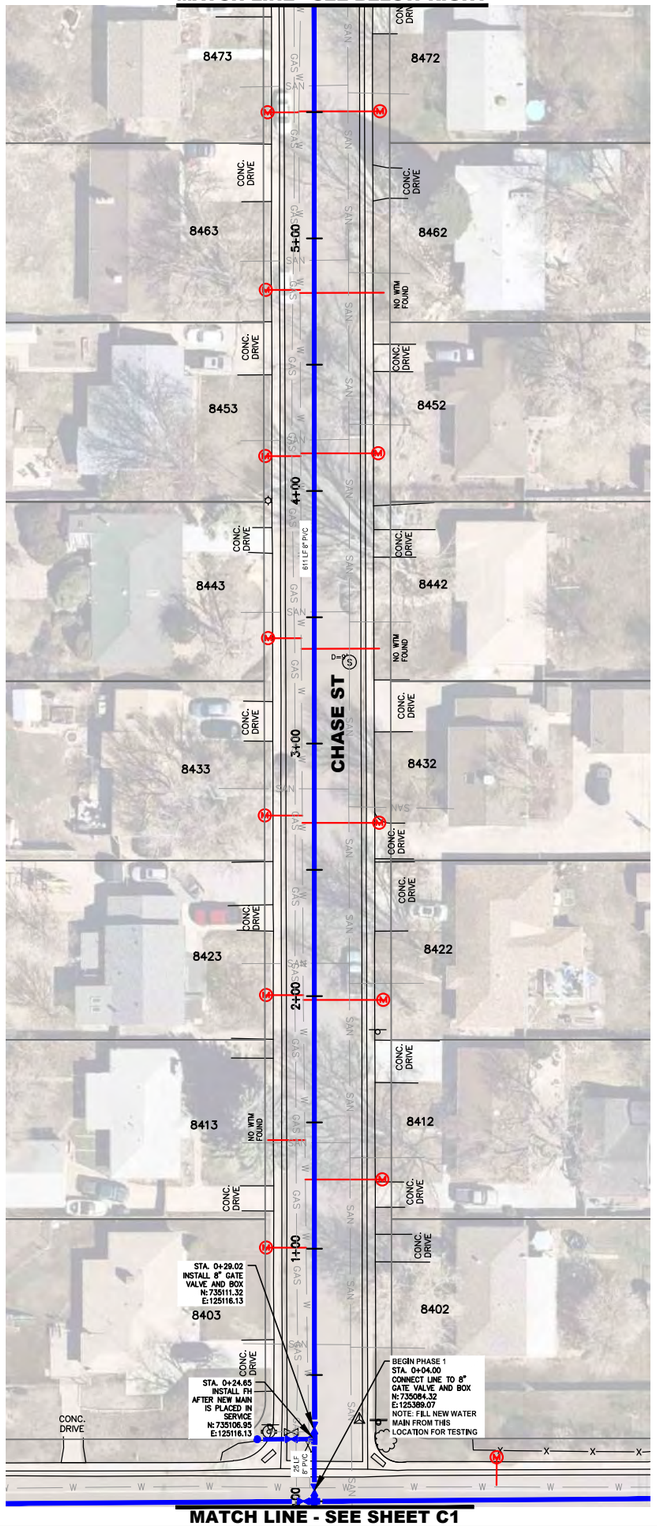
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 84TH AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **C1**

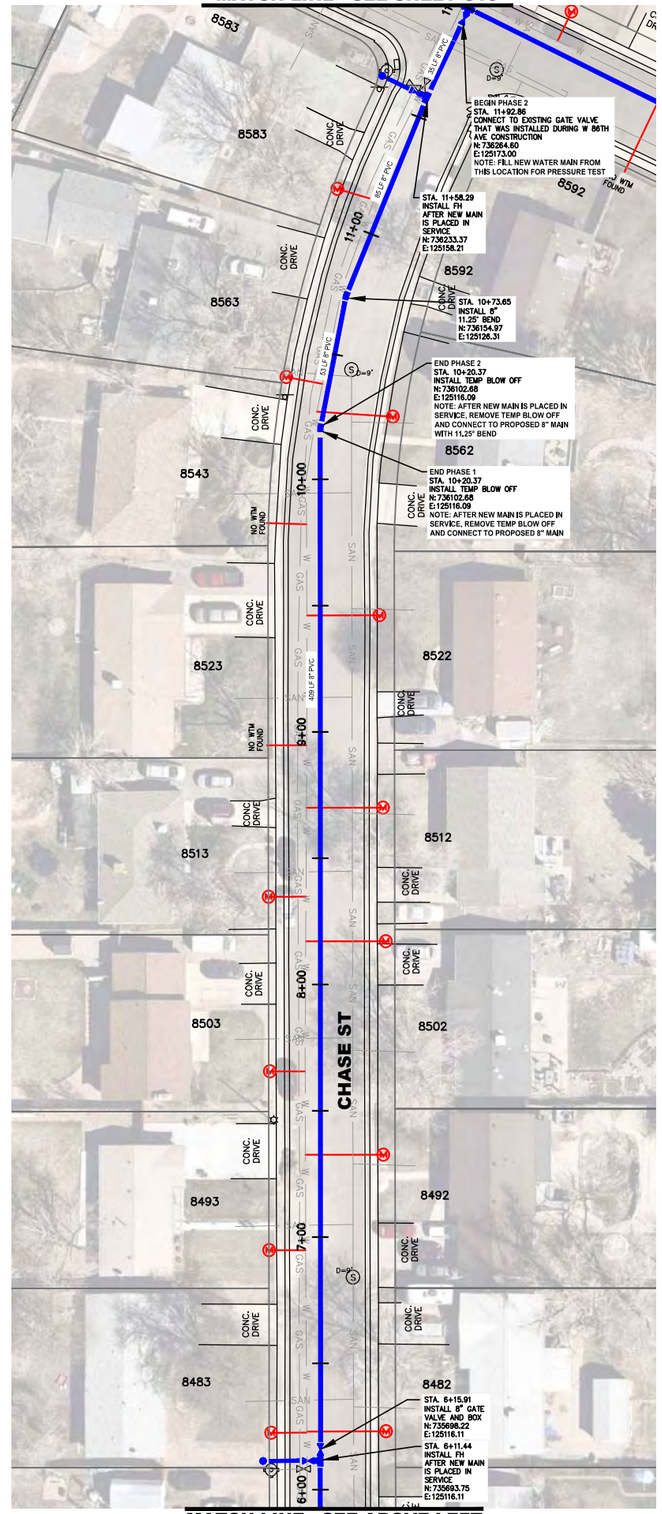
G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H20 Main Phase C (SHEETS C1-C5).dwg , Plot Date: 11/19/2025

MATCH LINE - SEE BELOW RIGHT

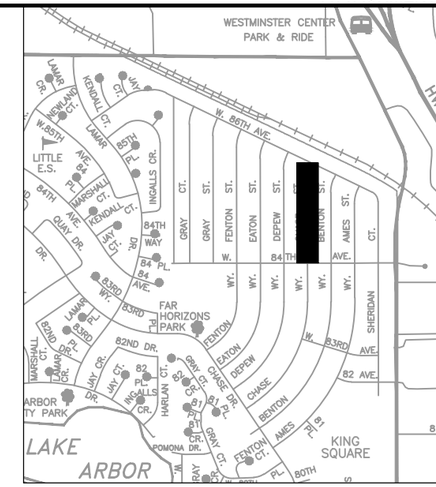


MATCH LINE - SEE SHEET C1

MATCH LINE - SEE SHEET C10



MATCH LINE - SEE ABOVE LEFT



KEY MAP (Not To Scale)

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SCALE: 1"=60'

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APPROVED:

Assistant City Engineer on behalf of City Engineer	Date	Job Number
	12/30/25	25-WA-01

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

CITY OF ARVADA

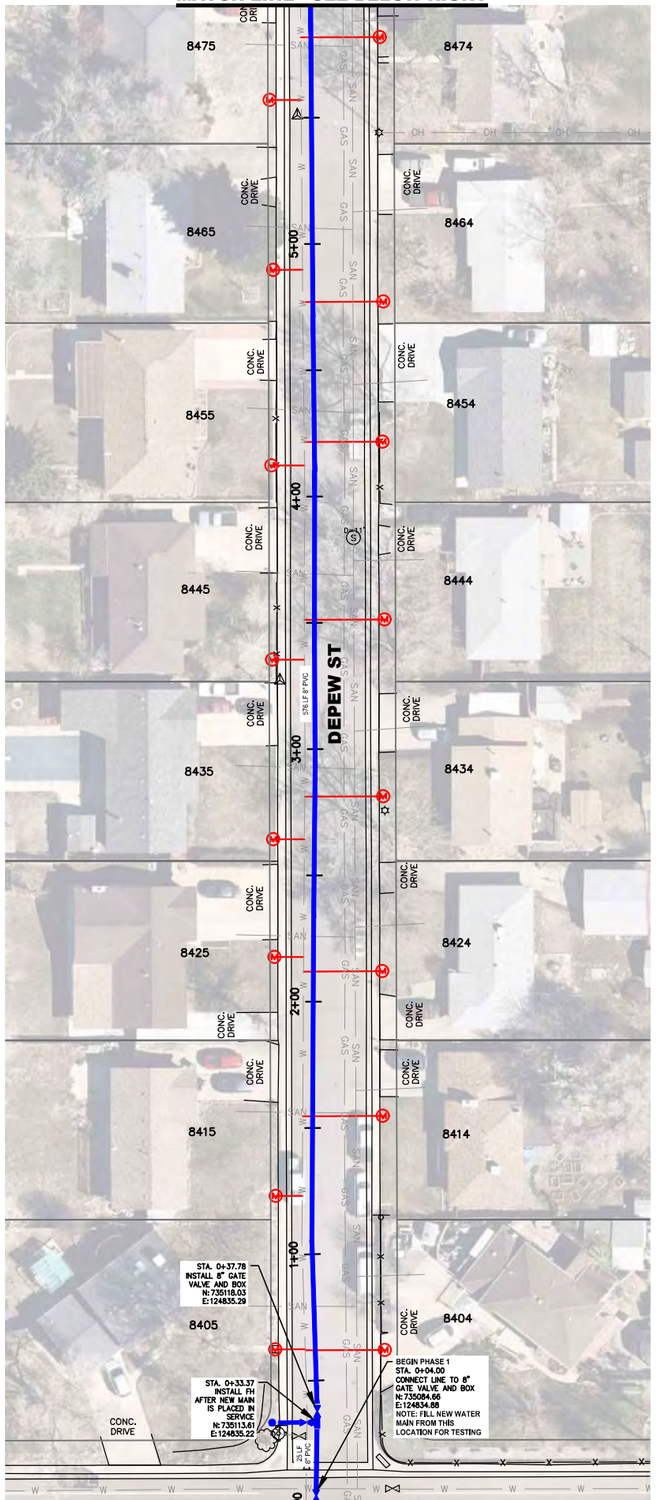
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
CHASE STREET
FROM W 84TH AVE TO W 86TH AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT C2

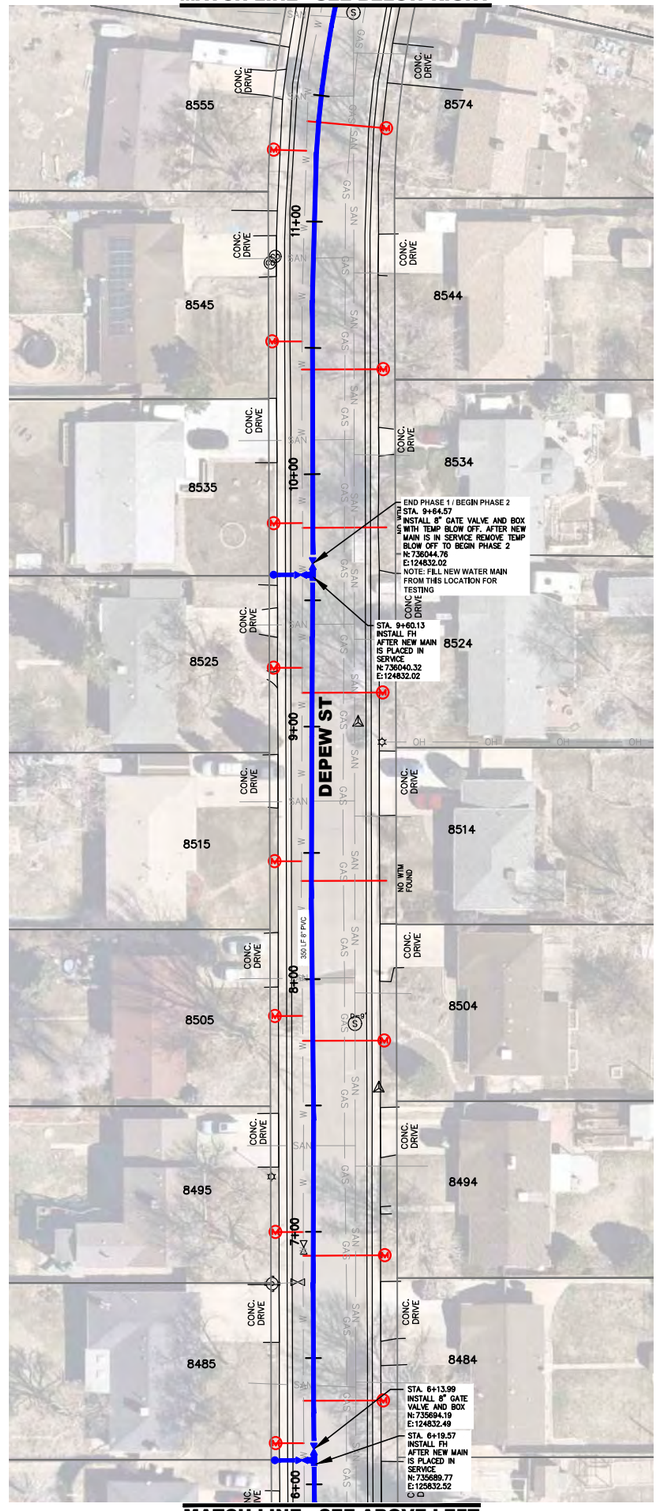
G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase C (SHEETS C1-C5).dwg , Plot Date: 11/10/2025

MATCH LINE - SEE BELOW RIGHT



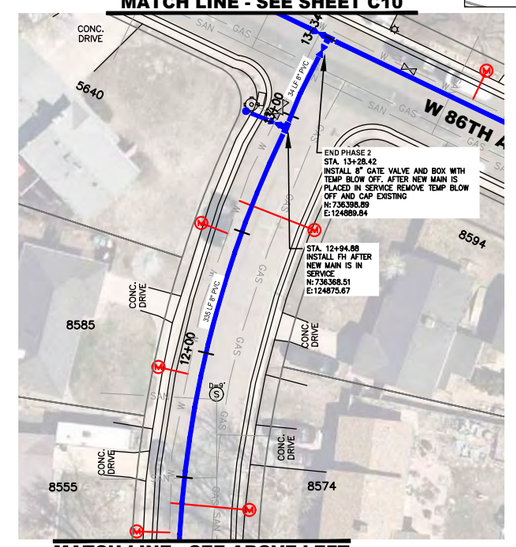
MATCH LINE - SEE SHEET C1

MATCH LINE - SEE BELOW RIGHT



MATCH LINE - SEE ABOVE LEFT

MATCH LINE - SEE SHEET C10



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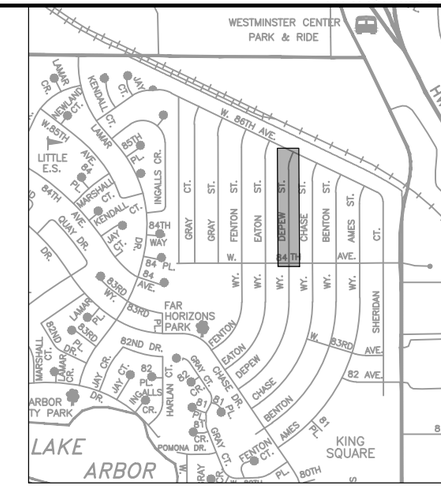
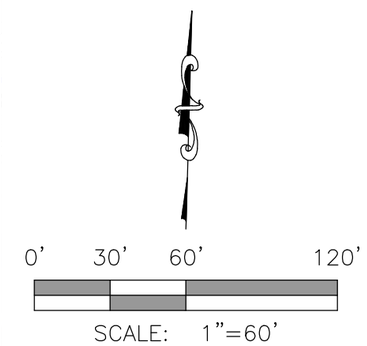


KEY MAP *(Not To Scale)*



NOTES:

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APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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

CITY OF ARVADA

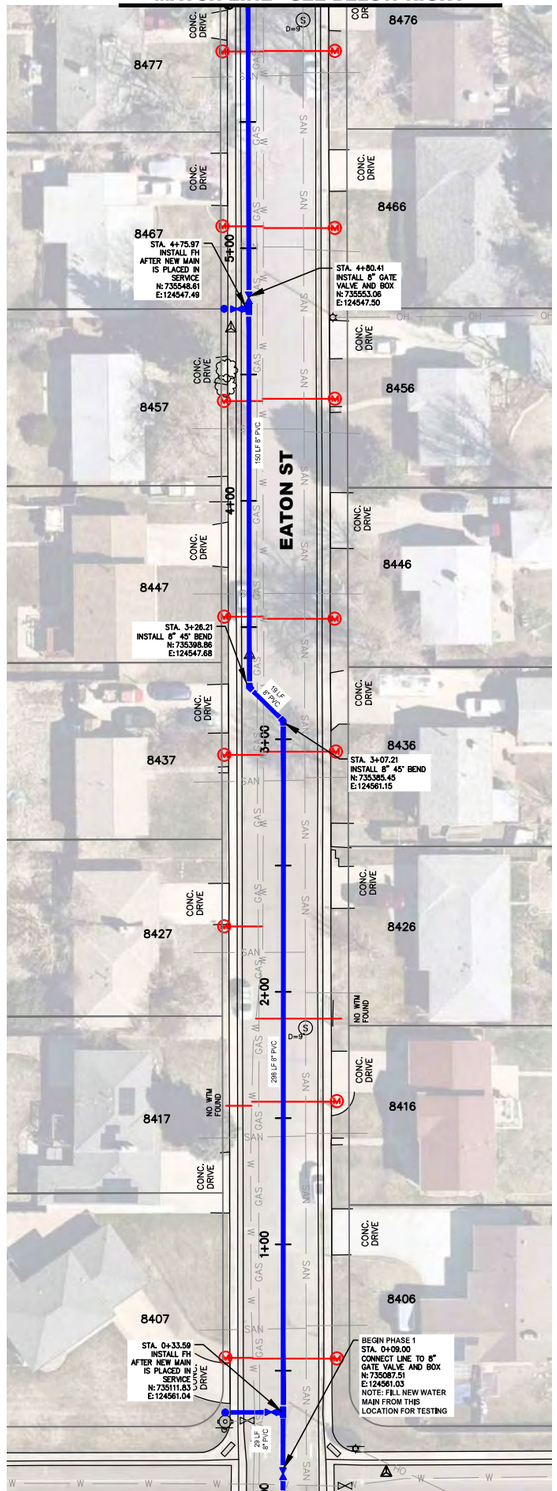
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
DEPEW STREET
FROM W 84TH AVE TO W 86TH AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **C3**

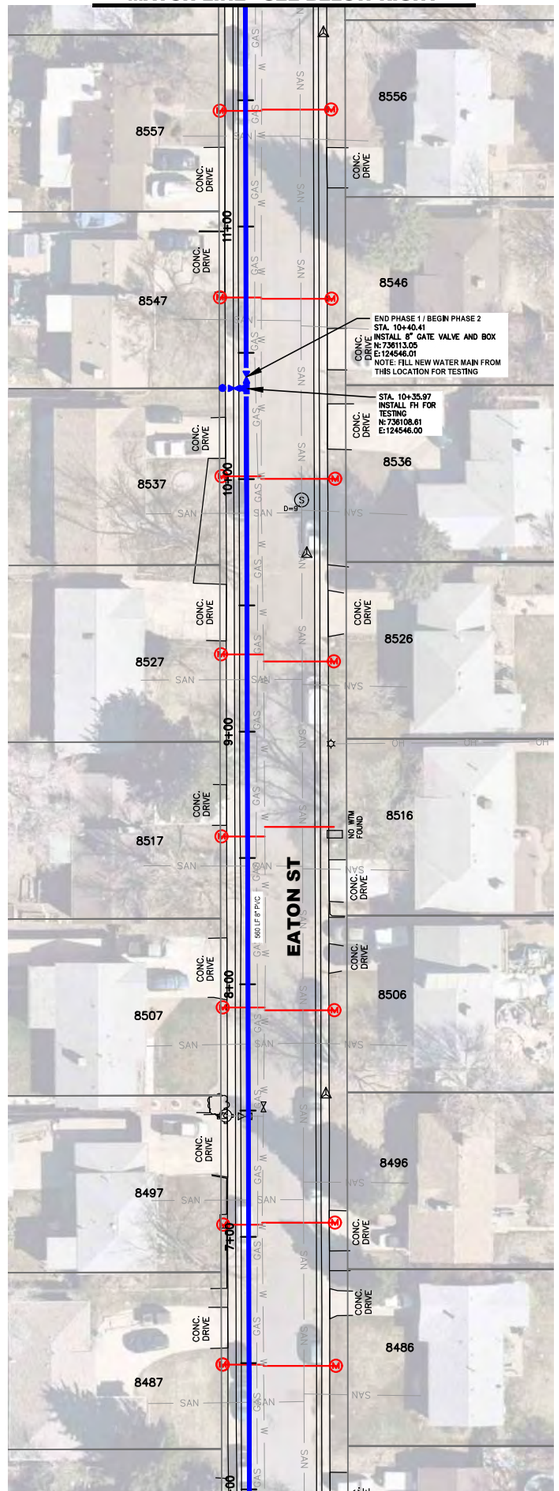
G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase C (SHEETS C1-C5).dwg , Plot Date: 11/10/2025

MATCH LINE - SEE BELOW RIGHT



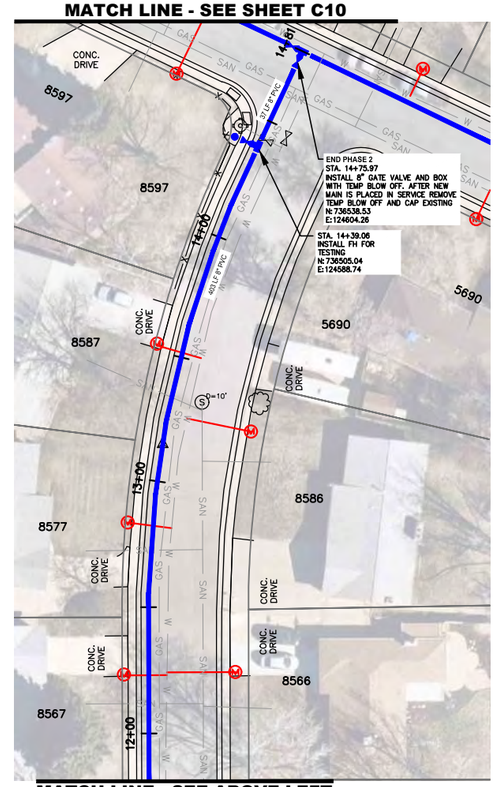
MATCH LINE - SEE SHEET C1

MATCH LINE - SEE BELOW RIGHT



MATCH LINE - SEE ABOVE LEFT

MATCH LINE - SEE SHEET C10



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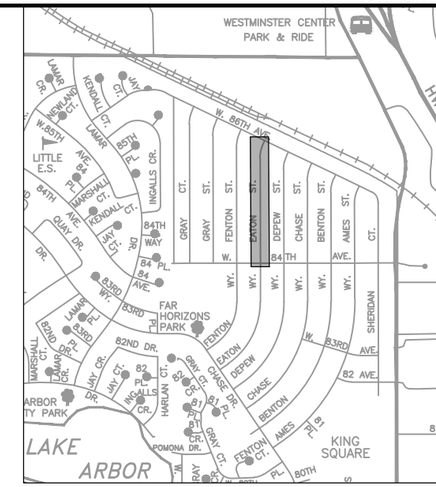

KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

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2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25	25-WA-01
	Date	Job Number

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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
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CITY OF ARVADA

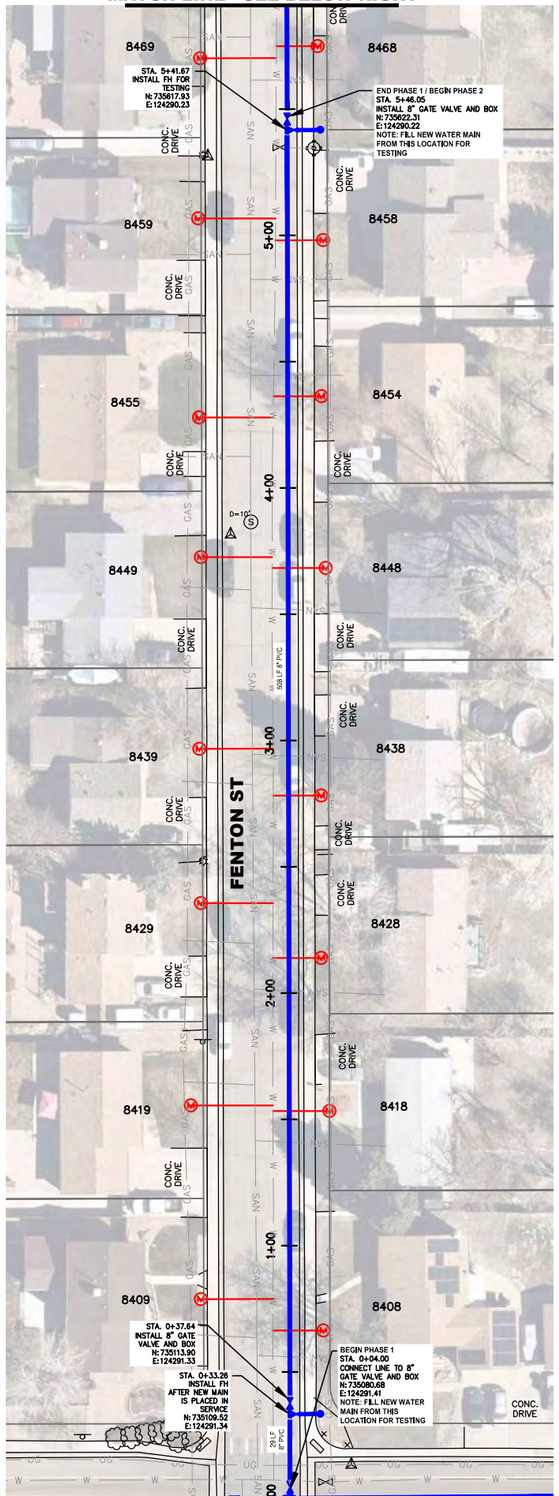
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
EATON WAY
FROM W 84TH AVE W 86TH AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **C4**

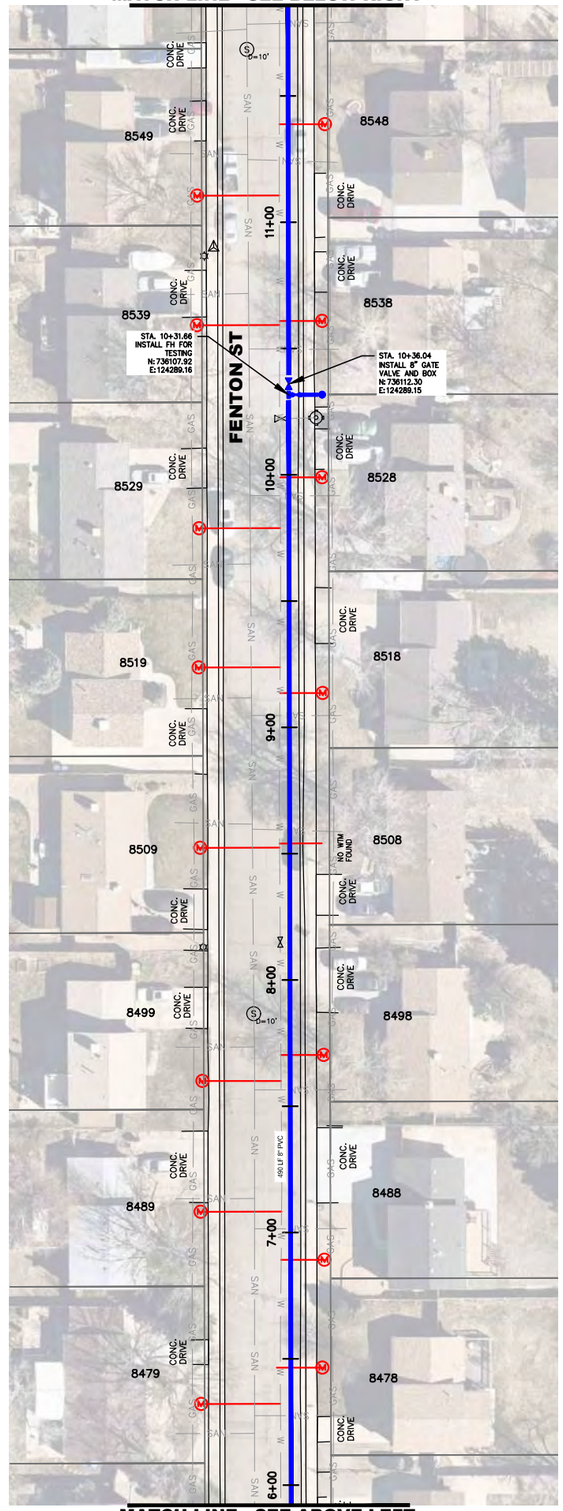
G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase C (SHEETS C1-C5).dwg , Plot Date: 11/10/2025

MATCH LINE - SEE BELOW RIGHT



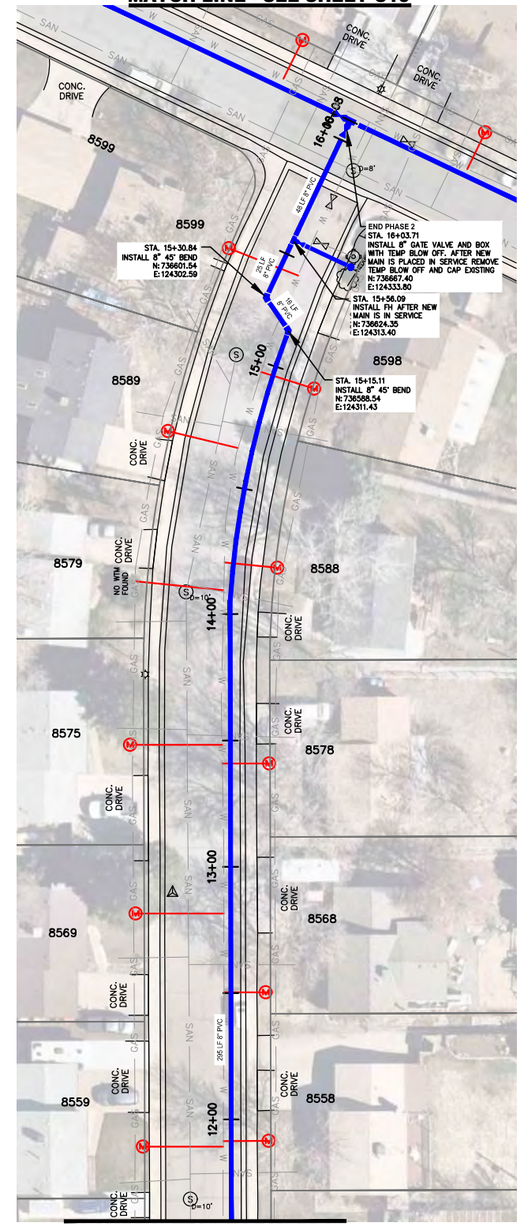
MATCH LINE - SEE SHEET C1

MATCH LINE - SEE BELOW RIGHT



MATCH LINE - SEE ABOVE LEFT

MATCH LINE - SEE SHEET C10



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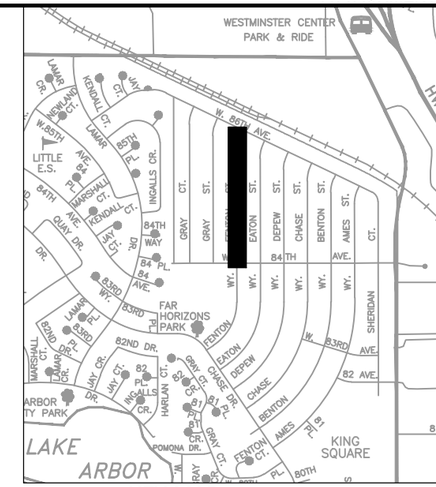

KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

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APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25	25-WA-01
	Date	Job Number

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

CITY OF ARVADA

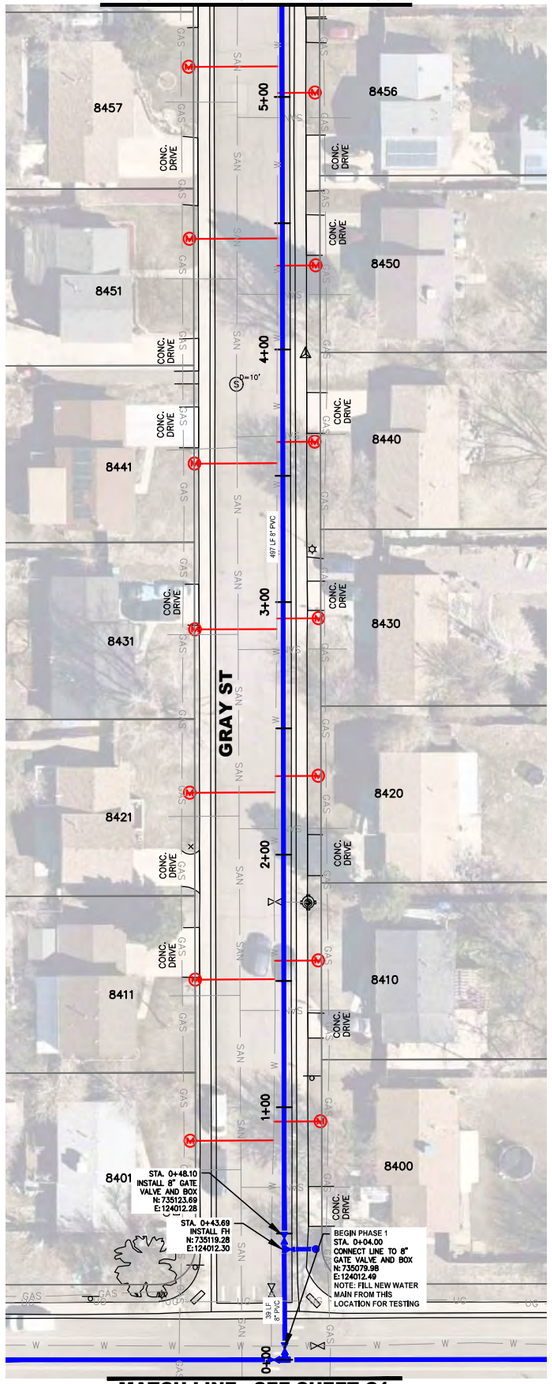
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
FENTON WAY
FROM W 84TH AVE TO W 86TH AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **C5**

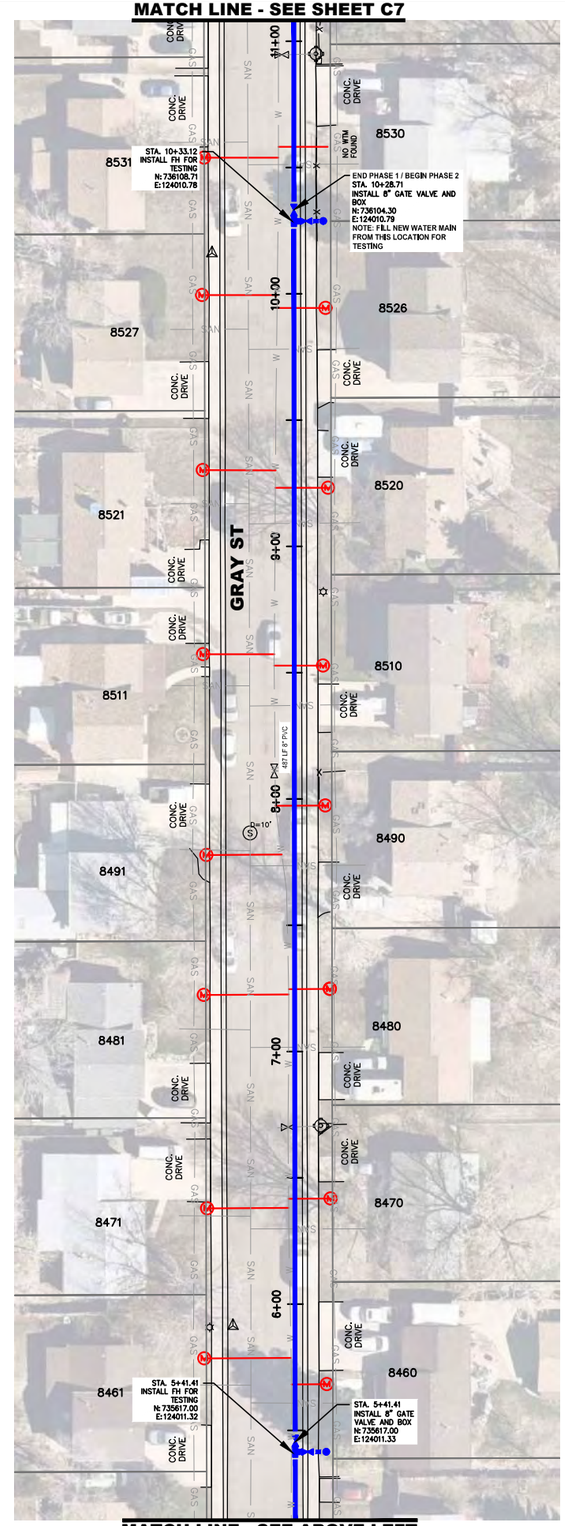
G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H20 Main Phase C (SHEETS C1-C5).dwg , Plot Date: 11/10/2025

MATCH LINE - SEE BELOW RIGHT

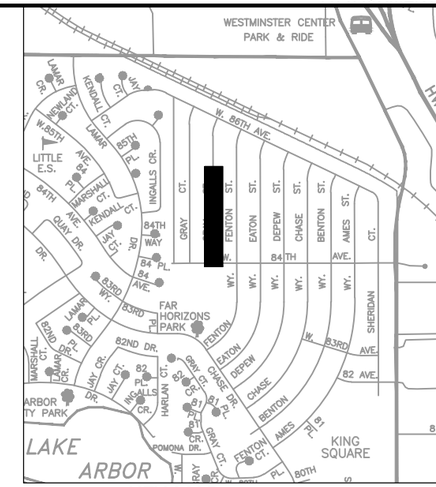


MATCH LINE - SEE SHEET C1

MATCH LINE - SEE SHEET C7



MATCH LINE - SEE ABOVE LEFT



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Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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CITY OF ARVADA

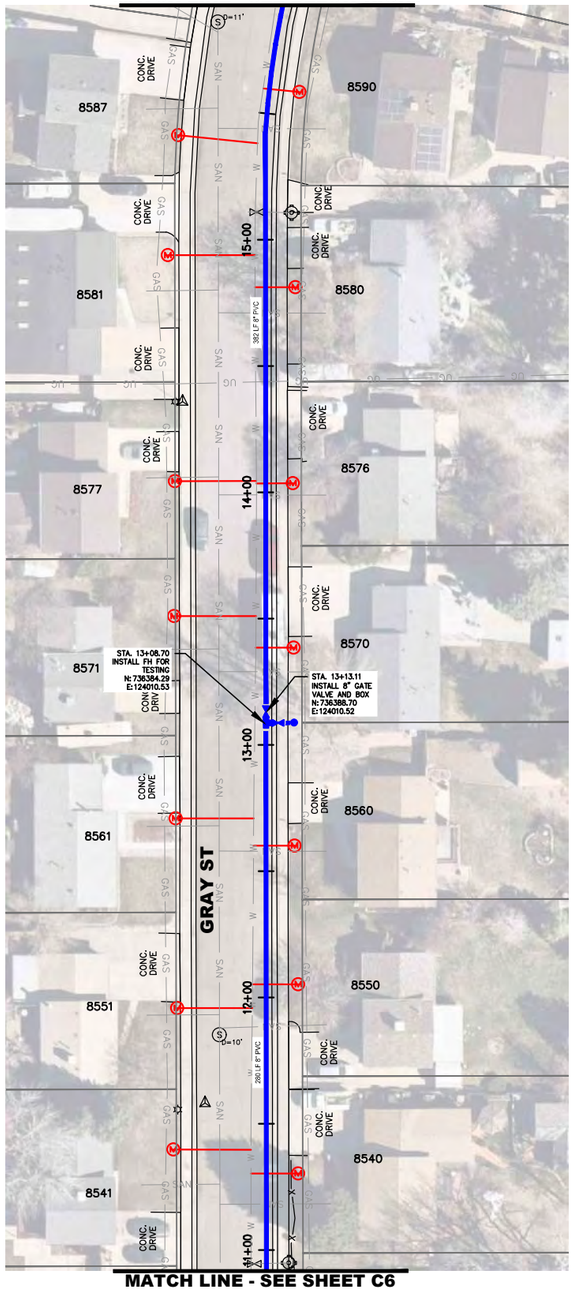
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
GRAY STREET
FROM W 84TH AVE TO W 86TH AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT C6

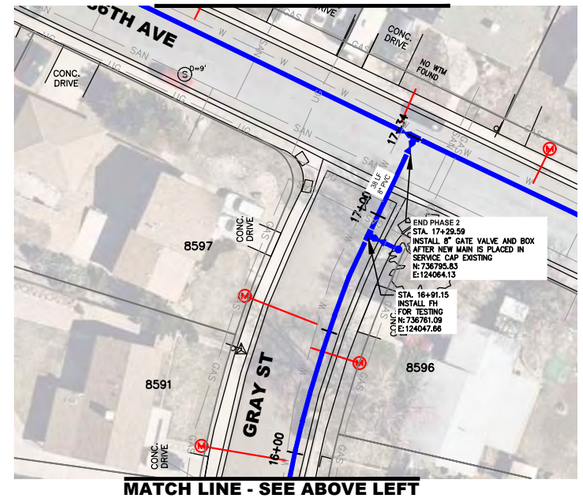
G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase C (SHEETS C6-C9).dwg , Plot Date: 11/10/2025

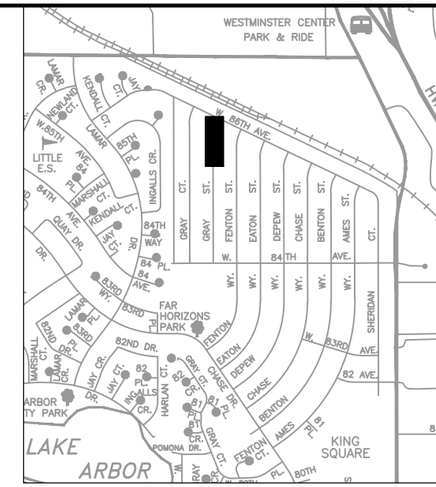
MATCH LINE - SEE BELOW RIGHT



MATCH LINE - SEE ABOVE LEFT

MATCH LINE - SEE SHEET C11





KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. EXISTING AC MAIN TO BE ABANDONED
2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 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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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

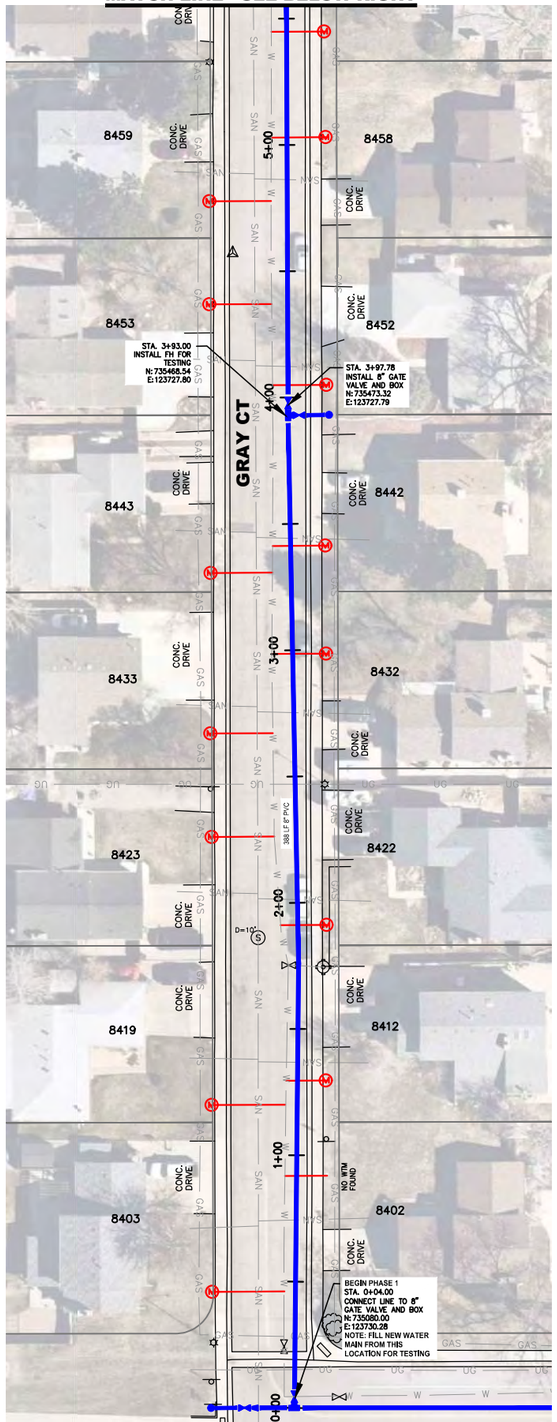
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
GRAY STREET
FROM W 84TH AVE TO W 86TH AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **C7**

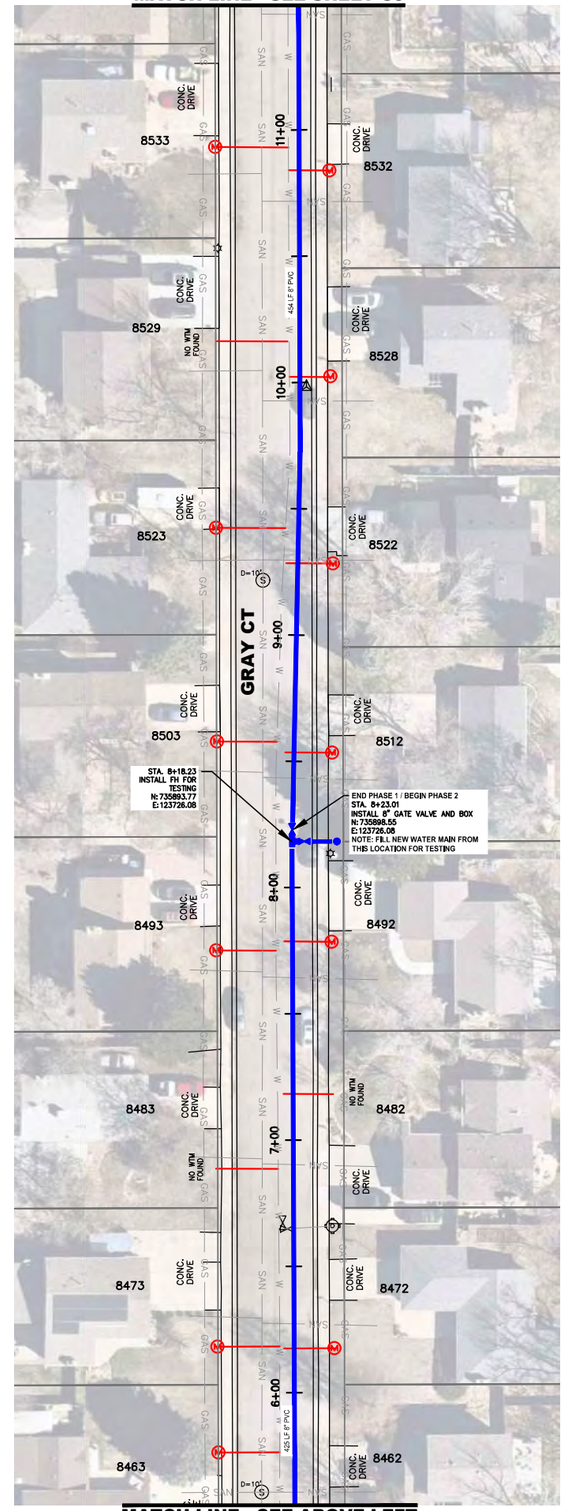
G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase C (SHEETS C6-C9).dwg , Plot Date: 11/10/2025

MATCH LINE - SEE BELOW RIGHT

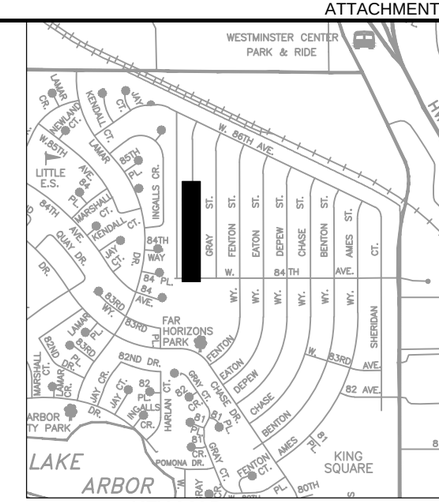


MATCH LINE - SEE SHEET C1

MATCH LINE - SEE SHEET C9



MATCH LINE - SEE ABOVE LEFT



KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

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2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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

CITY OF ARVADA

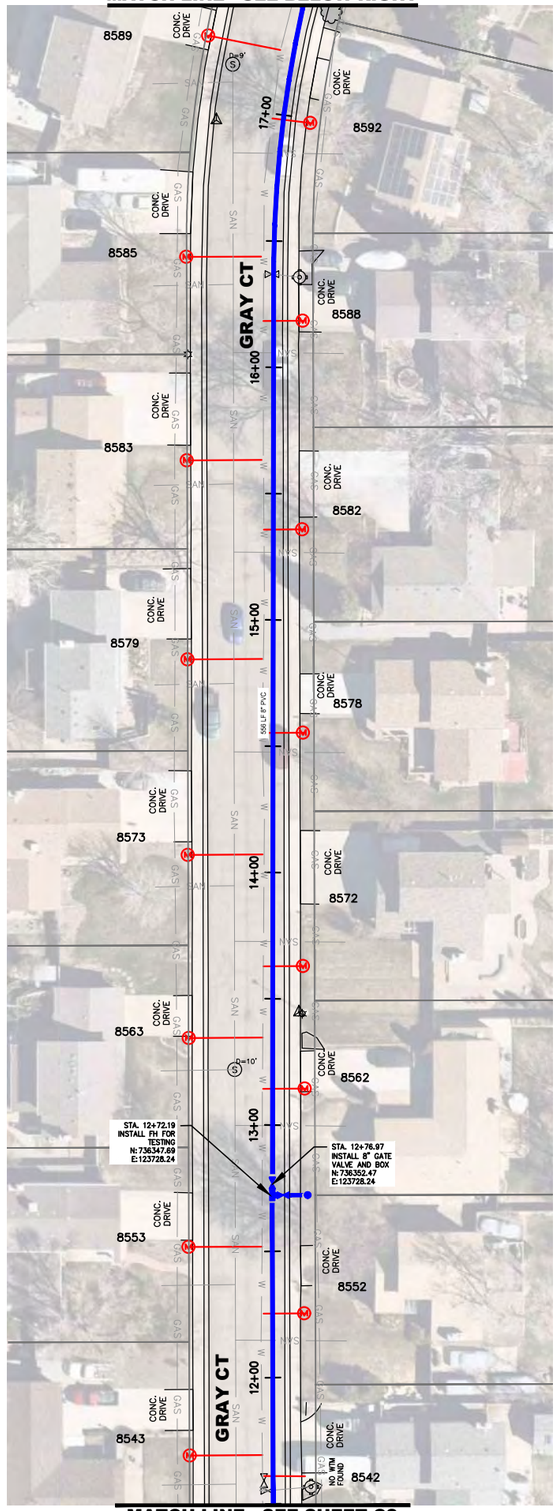
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
GRAY CT
FROM W. 84TH AVE TO W. 86TH AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

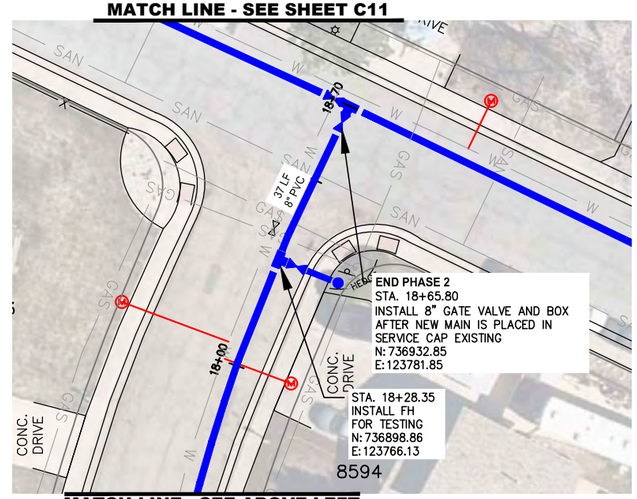
SHT **C8**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H20 Main Phase C (SHEETS C6-C9).dwg , Plot Date: 11/19/2025

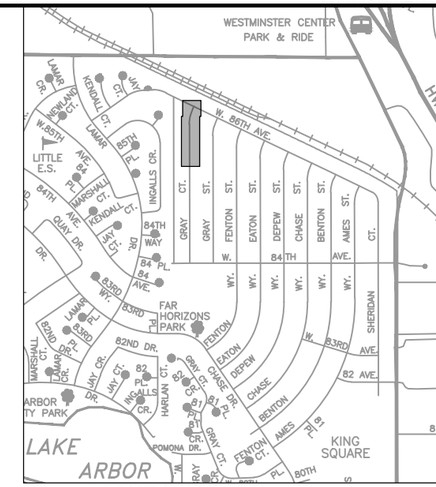
MATCH LINE - SEE BELOW RIGHT



MATCH LINE - SEE ABOVE LEFT



MATCH LINE - SEE SHEET C8



KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

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2. AFTER NEW MAIN IS PLACED IN SERVICE: REMOVE EXISTING FIRE HYDRANTS AND SALVAGE TO CITY SHOPS; ABANDON EXISTING VALVE BOXES

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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8101 Ralston Road
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Phone 720-898-7640

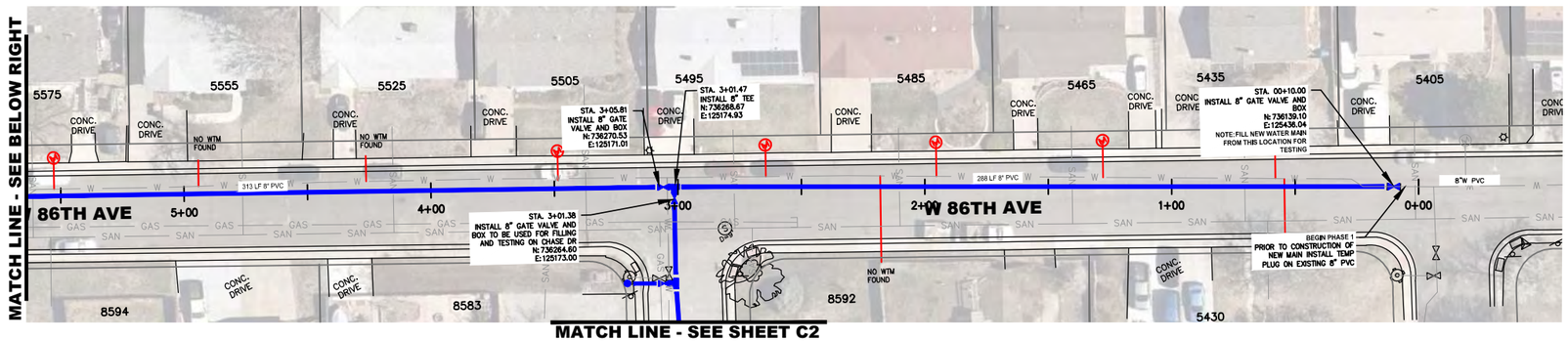
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
GRAY CT.
FROM W. 84TH AVE TO W. 86TH AVE

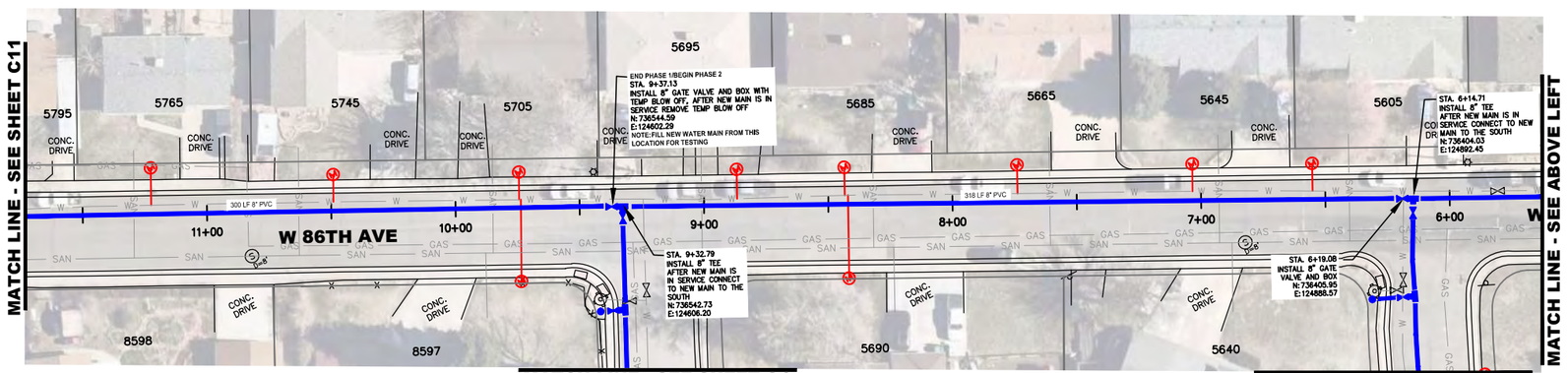
ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **C9**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H20 Main Phase C (SHEETS C6-C9).dwg , Plot Date: 11/10/2025

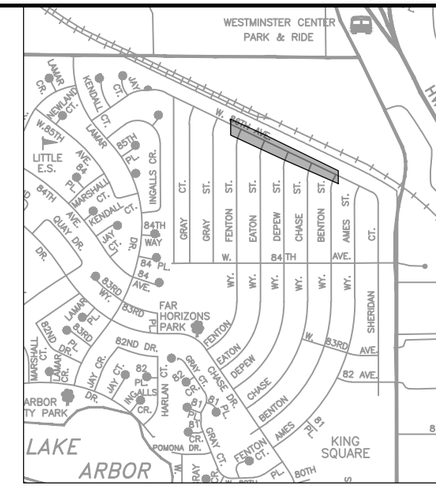


MATCH LINE - SEE SHEET C2



MATCH LINE - SEE SHEET C4

MATCH LINE - SEE SHEET C3



KEY MAP (Not To Scale)

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NOTES:

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Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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Public Works Department
Engineering Division
8101 Ralston Road
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Phone 720-898-7640

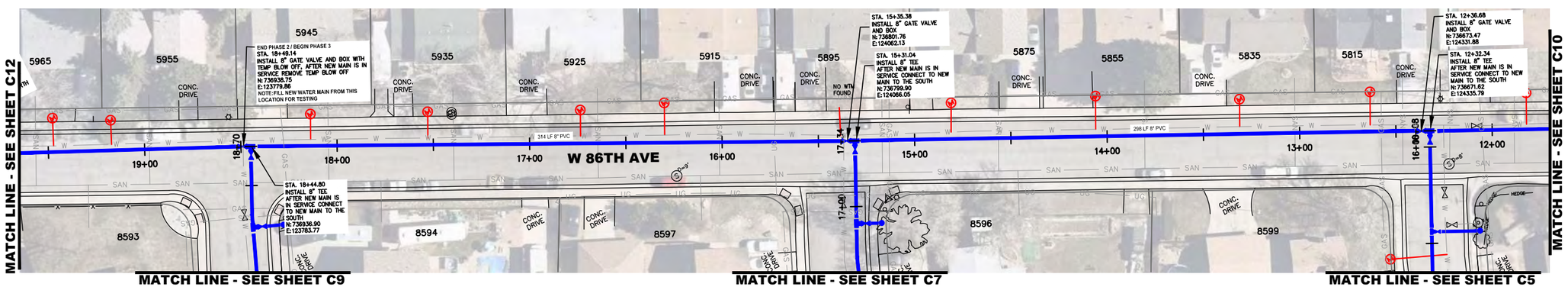
CITY OF ARVADA

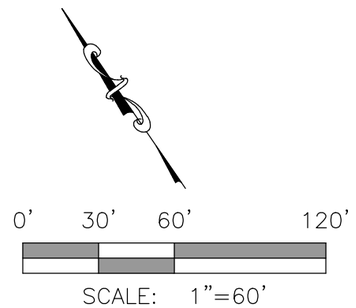
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W. 86TH AVE
FROM BENTON ST. TO FENTON ST.

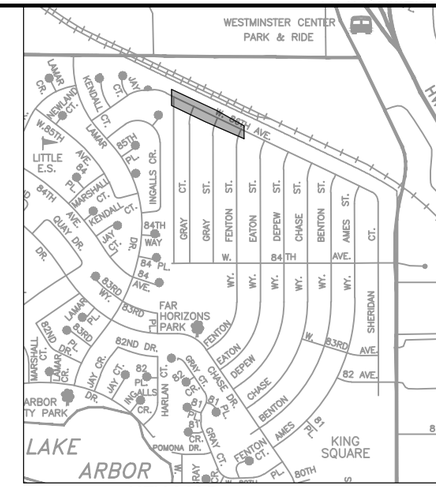
ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **C10**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase C (SHEETS C10-C12).dwg , Plot Date: 11/19/2025







KEY MAP *(Not To Scale)*

NOTES:

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APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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

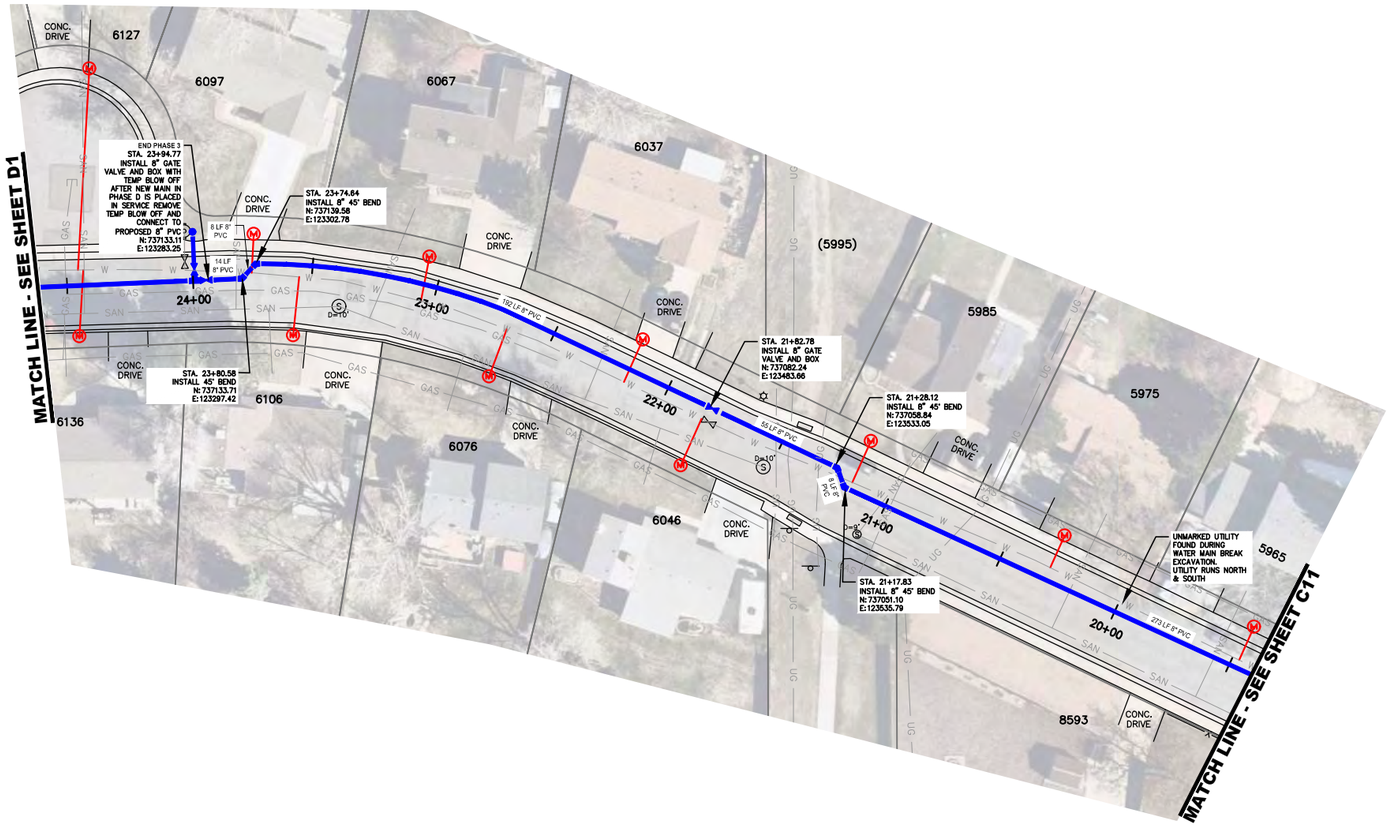
CITY OF ARVADA

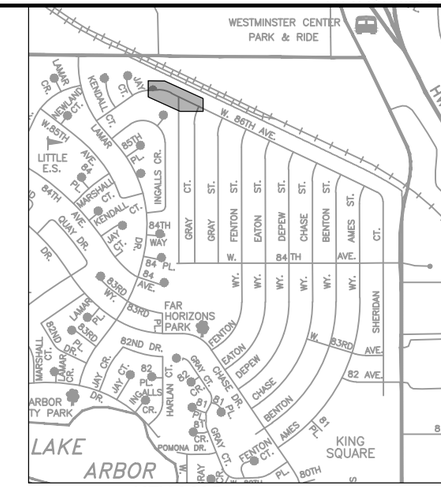
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W. 86TH AVE
FROM FENTON ST. TO GRAY CT.

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **C11**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase C (SHEETS C10-C12).dwg , Plot Date: 11/10/2025





KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

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Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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

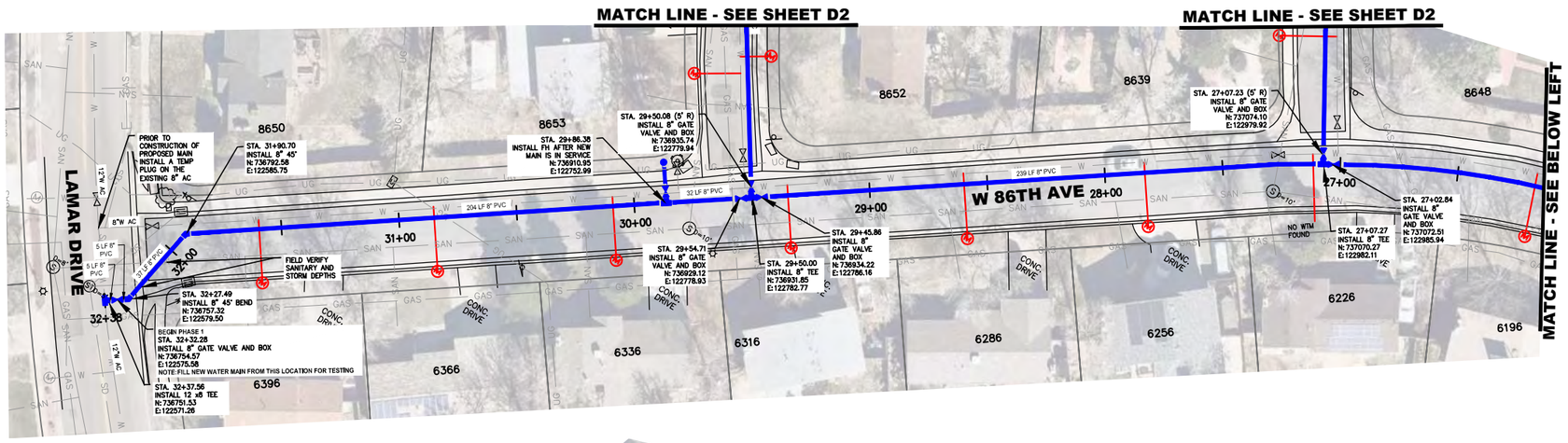
CITY OF ARVADA

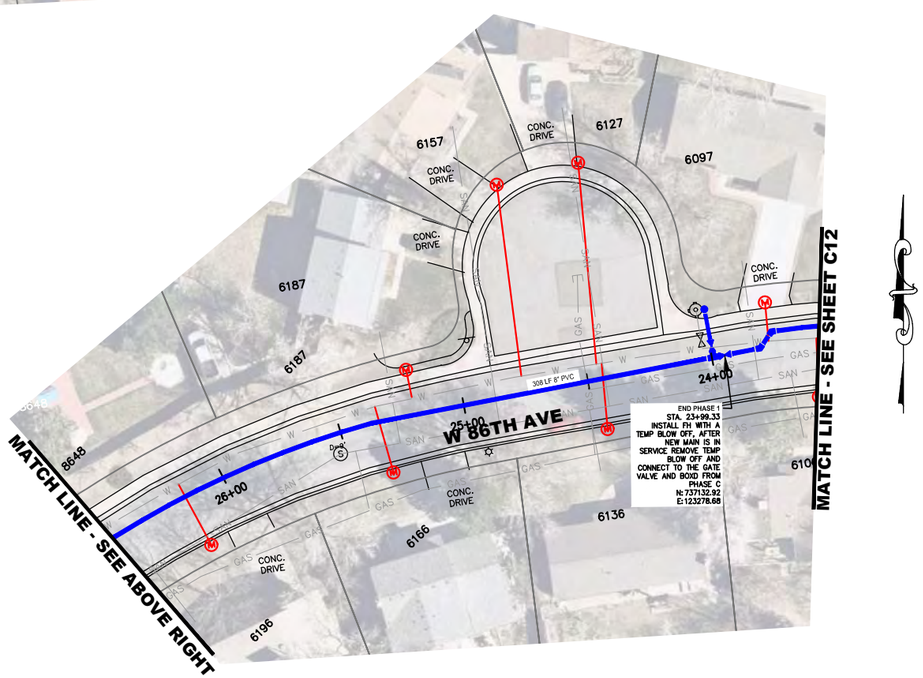
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 86TH AVE
FROM LAMAR DR

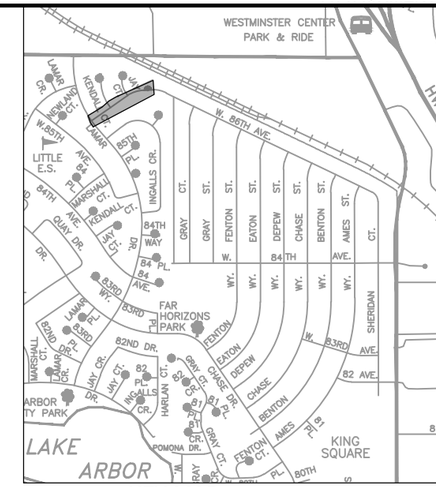
ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **C12**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase C (SHEETS C10-C12).dwg , Plot Date: 11/19/2025







KEY MAP (Not To Scale)

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

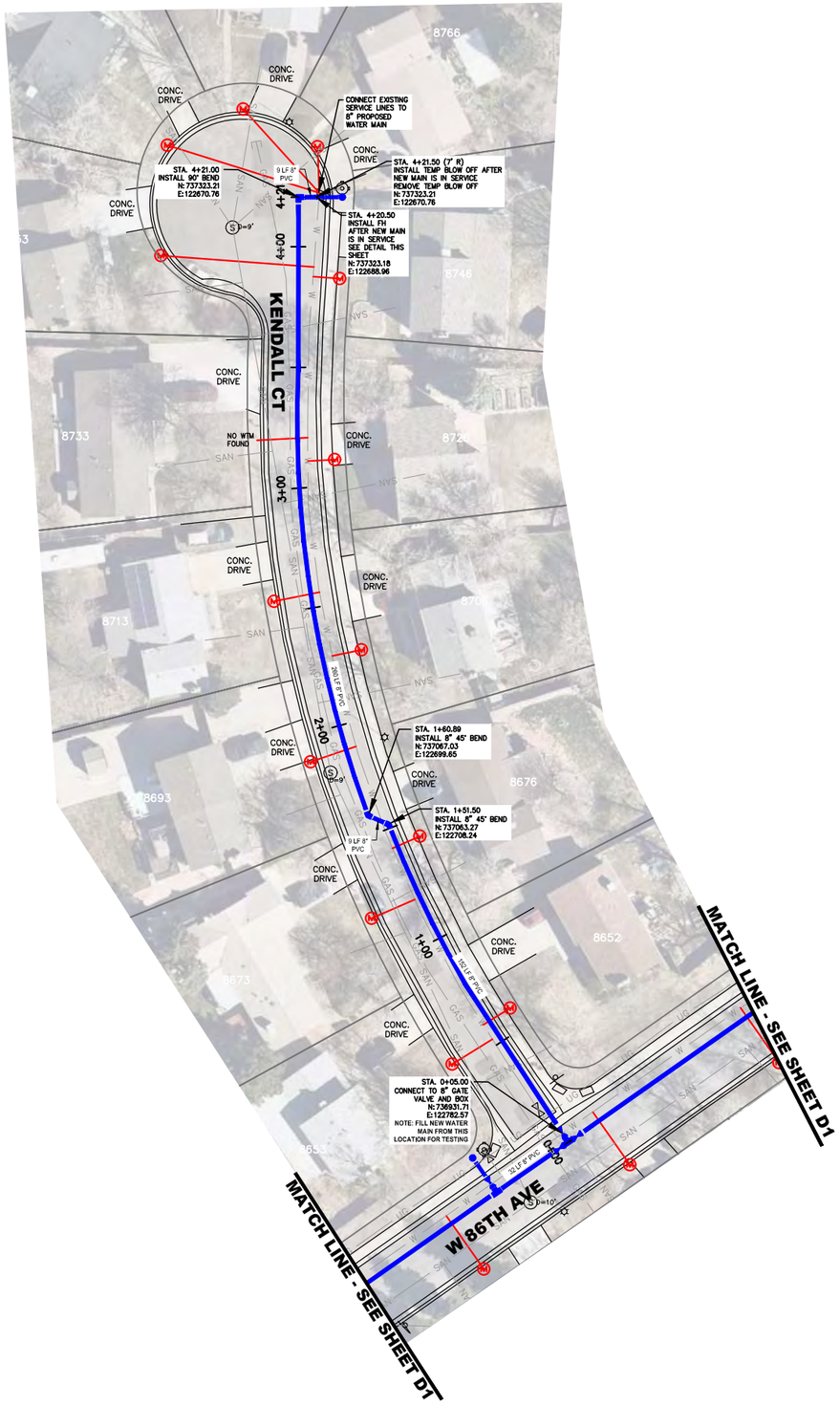
CITY OF ARVADA

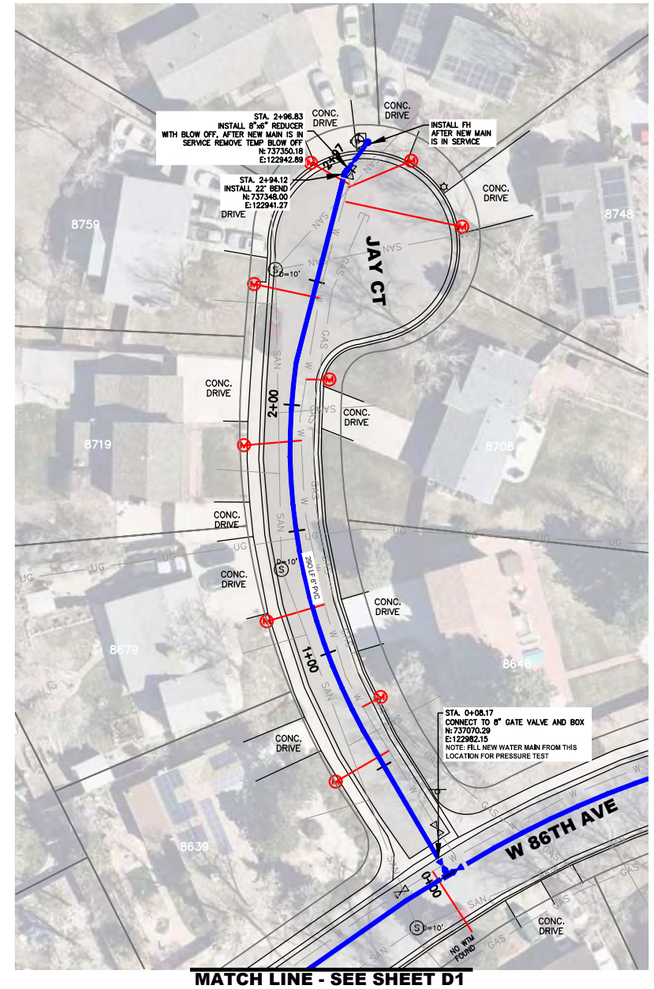
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W. 86TH AVE
FROM LAMAR TO THE
EAST KNUCKLE ON W 86TH AVE

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

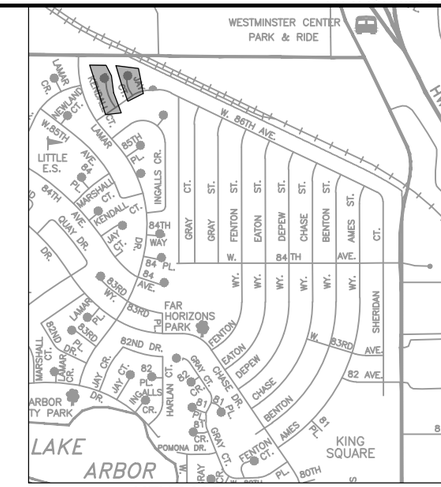
SHT **D1**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase D (SHEETS).dwg , Plot Date: 11/20/2025





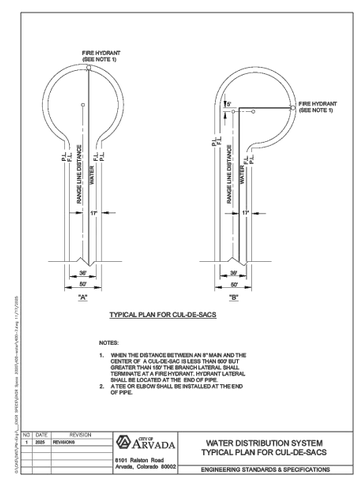
MATCH LINE - SEE SHEET D1



KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'



NOTES:

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APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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

CITY OF ARVADA

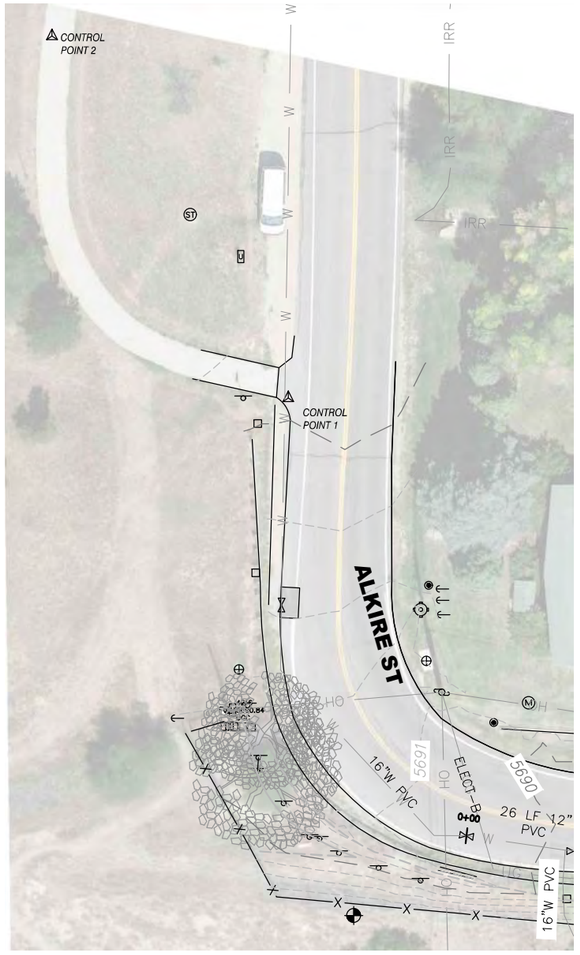
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
JAY CT CUL-DE-SAC
AND
KENDALL CT CUL-DE-SAC

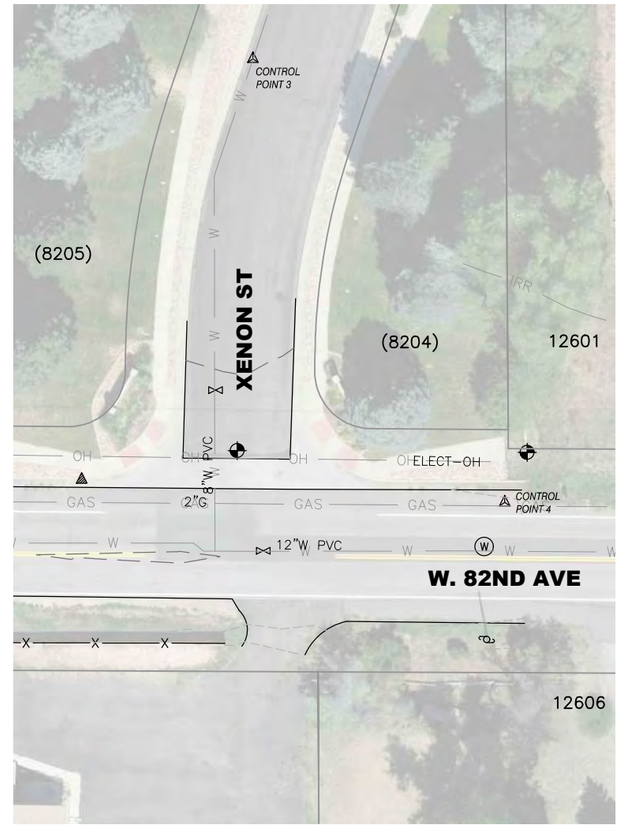
ENGINEER KS
CHECKED BY MS
DESIGN BY RN

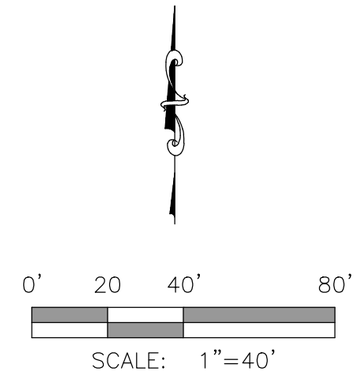
SHT **D2**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\2025 H2O Main Phase D (SHEETS).dwg , Plot Date: 11/21/2025

82nd / Alkire St to Xenon St Site
Survey Project Control







Survey Control Points
Project Control
NAVD88, Geoid 18
US Ft.

Point #	State Plane Northing	State Plane Easting	Project Coord. Northing	Project Coord. Easting	Elevation	Description
1	1733394.88	3098886.43	733826.17	99657.47	5695.33	CP NAIL
2	1733490.41	3098824.12	733921.72	99595.14	5697.35	CP CROSS
3	1733281.21	3100822.66	733712.47	101594.18	5675.97	CP NAIL
4	1733164.23	3100889.06	733595.46	101660.60	5674.08	CP NAIL

****NOTE: THE 82ND / ALKIRE PROJECT LOCATION HAS A <u>DIFFERENT</u> COORDINATE SYSTEM AND SCALE FACTOR FROM THE FAR HORIZONS LOCATION IN THIS PROJECT.****

Vertical Datum: The Vertical Datum is NAVD88

<u>82ND / ALKIRE COORDINATE DATUM:</u>
The Project combined factor listed below was from the 2024 City of Arvada 24-WA-01 water project. The average combined factor was derived from OPUS RS reports from the 24-WA-01 project control points. The listed control points below (CP1-4) were derived by Leica Smartnet 20-second GNSS RTK in May 2023.

Project Coordinates are modified Colorado State Plane Central Zone Coordinates, derived using the following formulas:

<u>CONVERSION OF STATE PLANE TO PROJECT CONTROL:</u>
Project Northing = (State Plane Northing * 1.000248812) - 1000000.00

Project Easting = (State Plane Easting * 1.000248812) - 3000000.00

<u>CONVERSION OF PROJECT CONTROL TO STATE PLANE:</u>
State Plane Northing = (Project Northing +1000000.00) * 0.999751250

State Plane Easting = (Project Easting +3000000.00) * 0.999751250

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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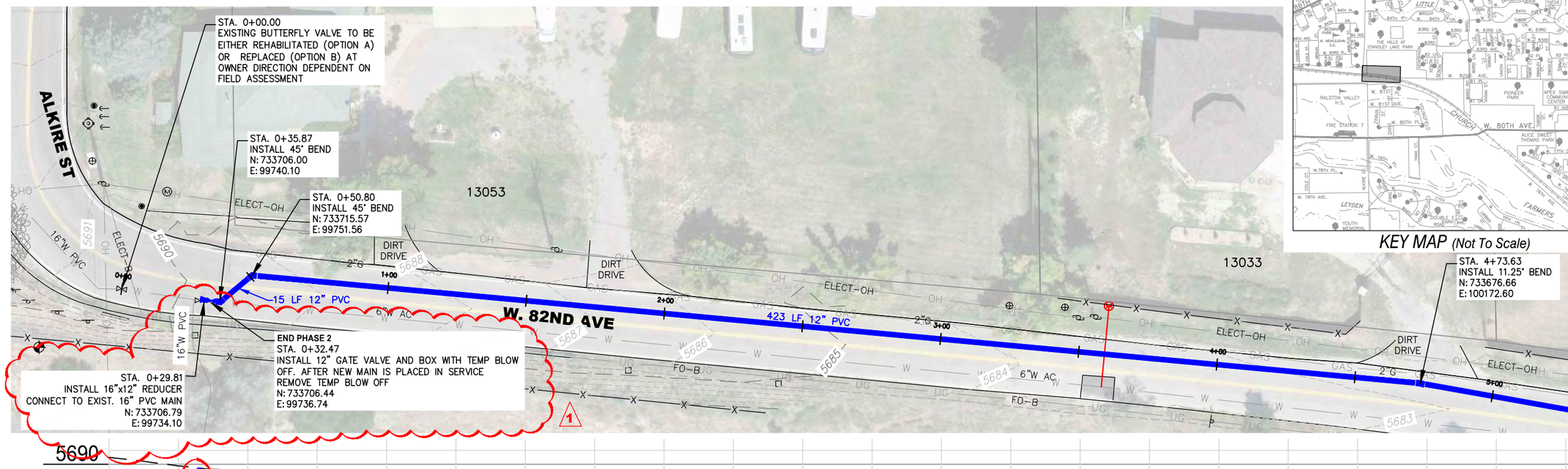
CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST
SURVEY CONTROL POINTS

ENGINEER KS
CHECKED BY KS
DESIGN BY

SHT **E1**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\82nd & Alkire\82nd & Alkire.dwg , Plot Date: 11/20/2025



KEY MAP (Not To Scale)

NOTES:

1. ENSURE PROPER SEPARATION FROM EXISTING UNDERGROUND UTILITIES AS LOCATED IN THE FIELD
2. ABANDON/REMOVE EXISTING VALVE BOXES
3. EXISTING AC MAIN TO BE ABANDONED
4. AFTER NEW MAIN IS PLACED IN SERVICE REMOVE EXISTING FH

0' 20 40' 80'

SCALE: 1"=40'

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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NO.	REVISION	DATE	BY
1	DESIGN REVISION ADDENDUM	12/30/25	KS
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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

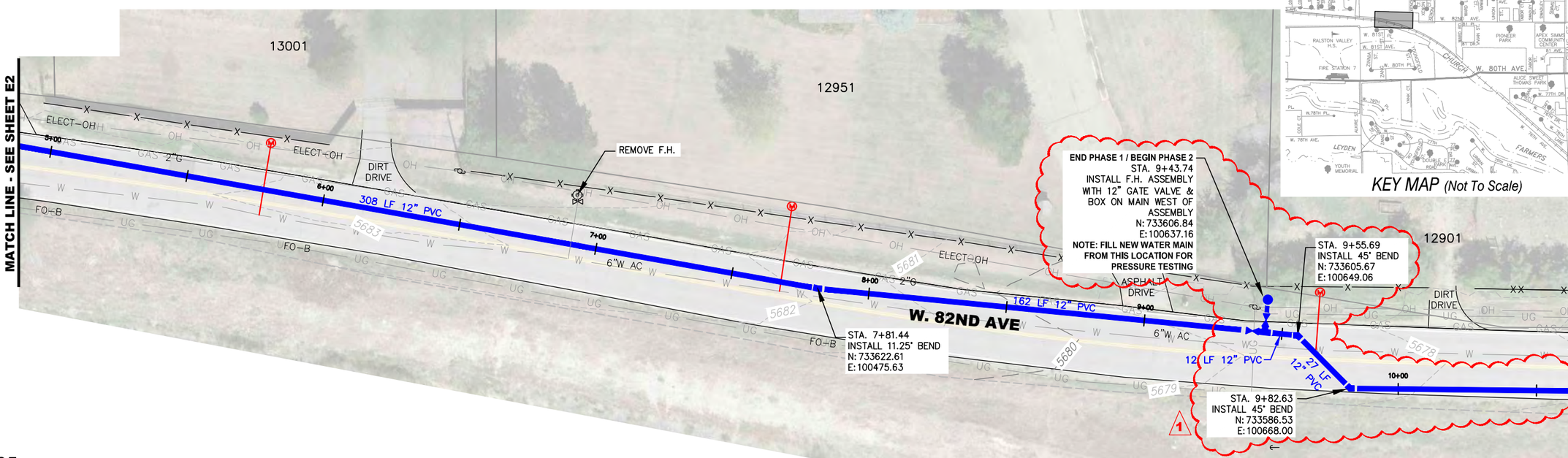
CITY OF ARVADA

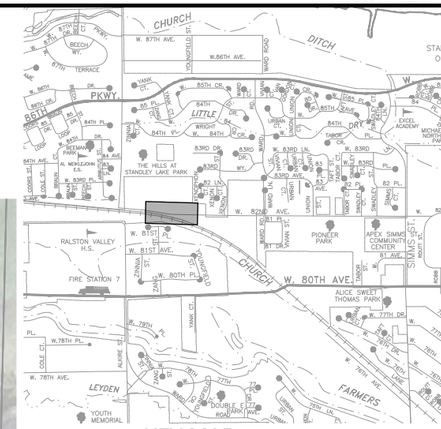
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST

ENGINEER KS
CHECKED BY KS
DESIGN BY

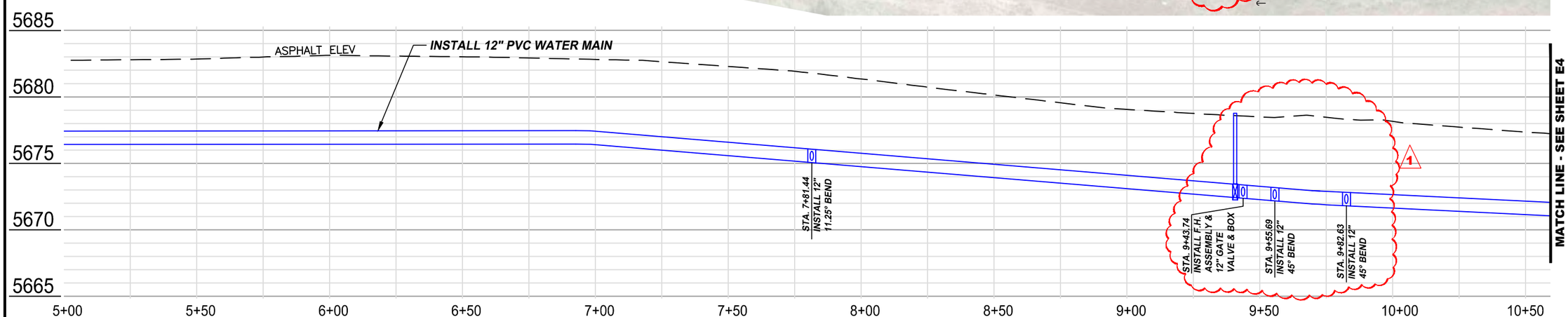
SHT **E2**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\82nd & Alkire\82nd & Alkire.dwg , Plot Date: 12/8/2025





KEY MAP (Not To Scale)



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4. AFTER NEW MAIN IS PLACED IN SERVICE REMOVE EXISTING FH

1

0' 20 40' 80'

SCALE: 1"=40'

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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

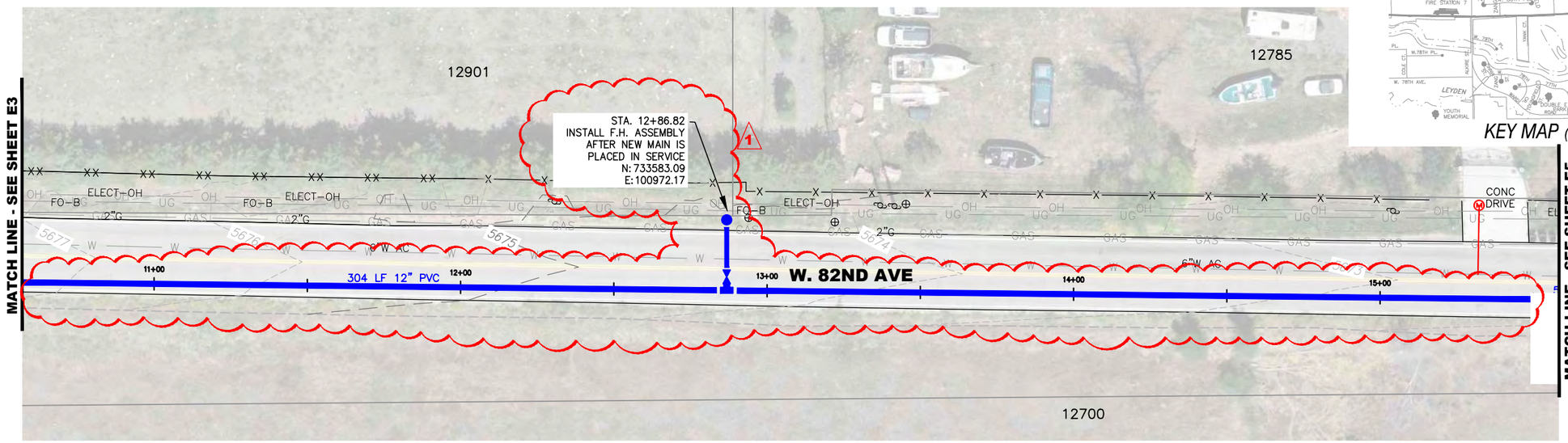
CITY OF ARVADA

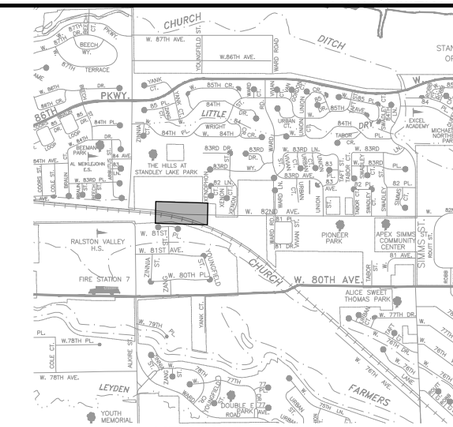
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST

ENGINEER KS
CHECKED BY KS
DESIGN BY

SHT E3

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\82nd & Alkire\82nd & Alkire.dwg , Plot Date: 12/8/2025





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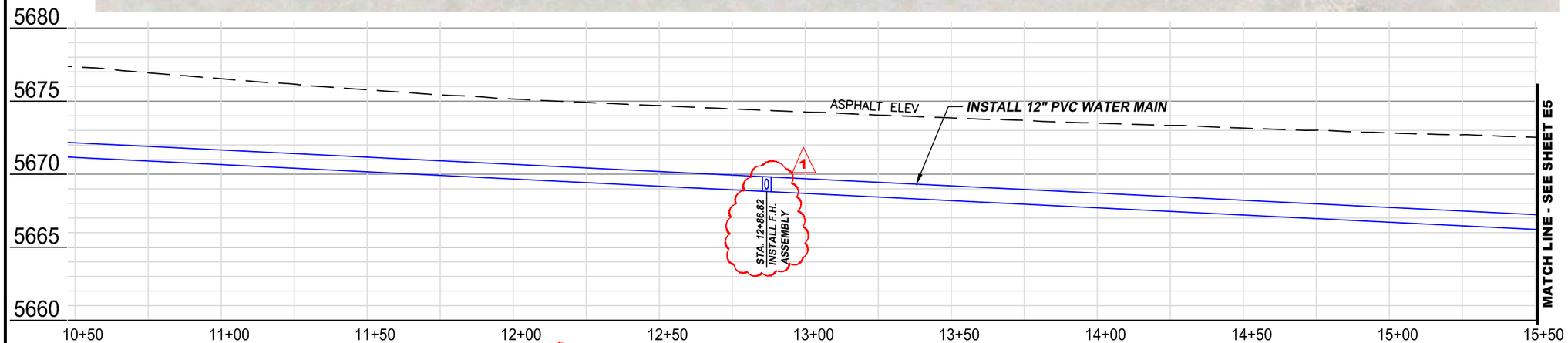

NOTES:

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0' 20 40' 80'

SCALE: 1"=40'

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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Engineering Division
8101 Ralston Road
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Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST

ENGINEER KS
CHECKED BY KS
DESIGN BY

SHT **E4**

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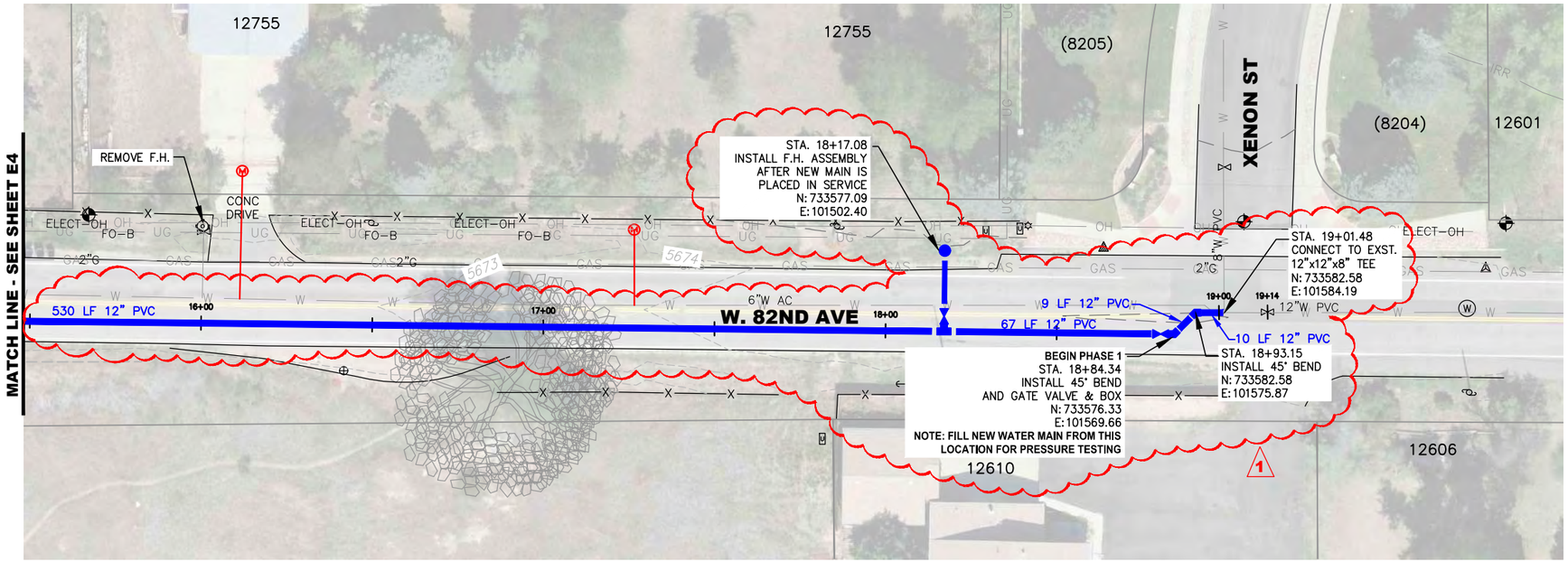
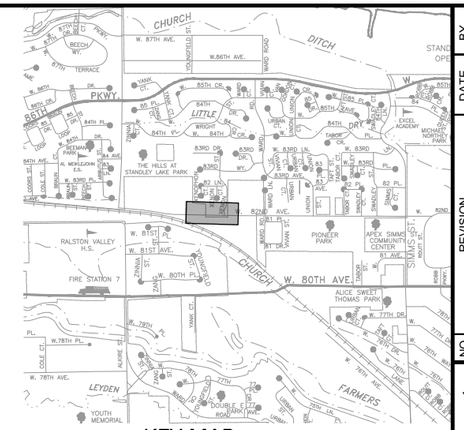
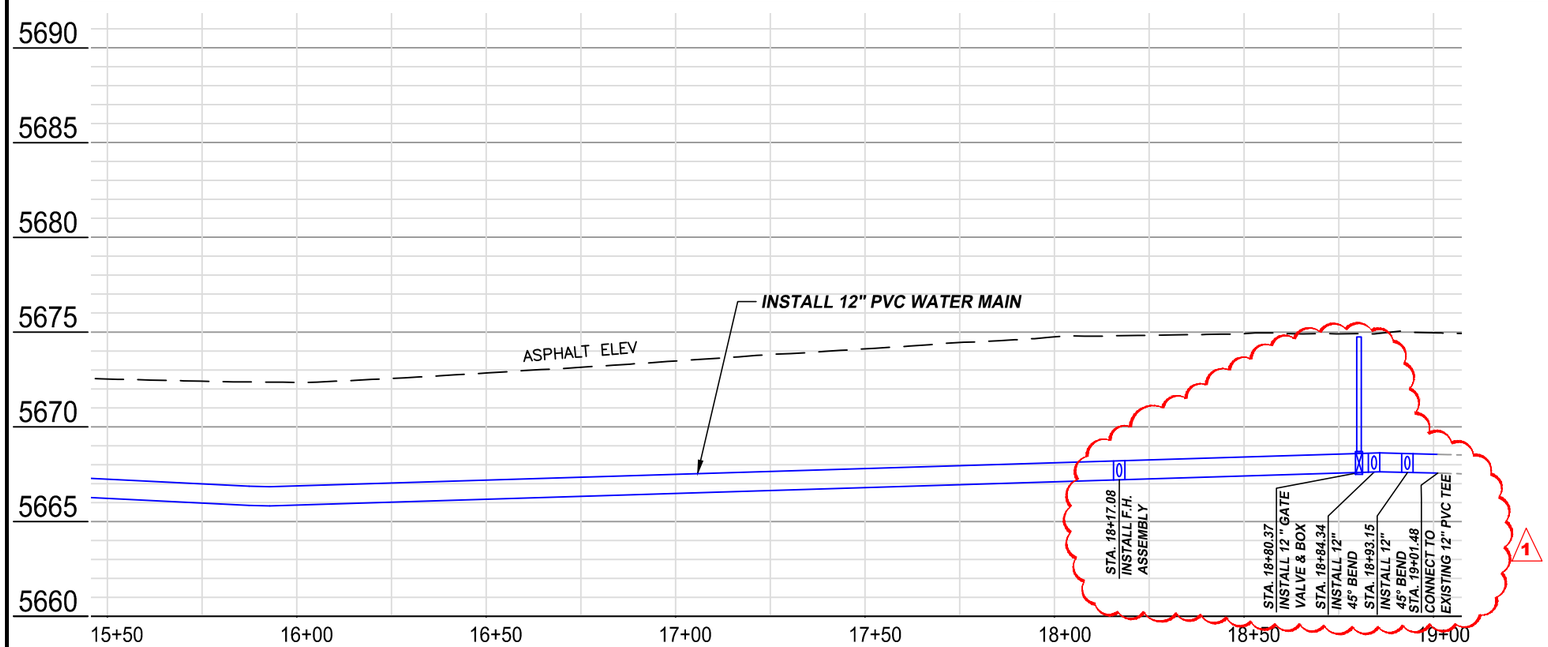




KEY MAP *(Not To Scale)*



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NOTES:

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4. AFTER NEW MAIN IS PLACED IN SERVICE REMOVE EXISTING FH

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APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
W 82ND AVE
ALKIRE ST TO XENON ST

ENGINEER KS
CHECKED BY KS
DESIGN BY

SHT **E5**

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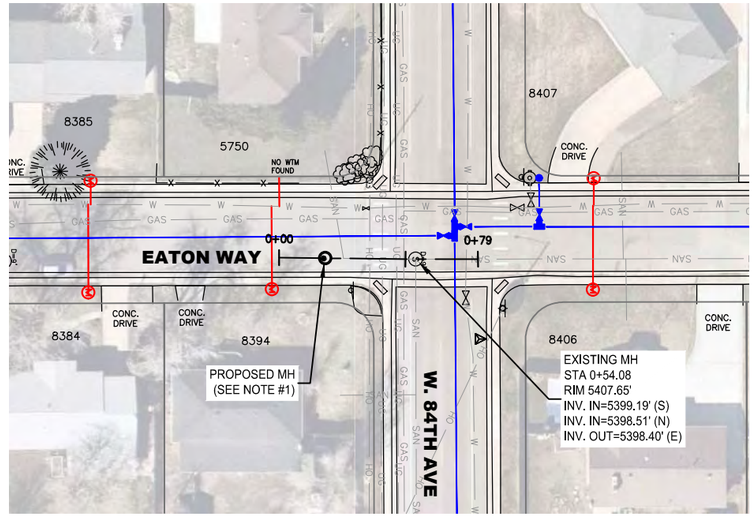

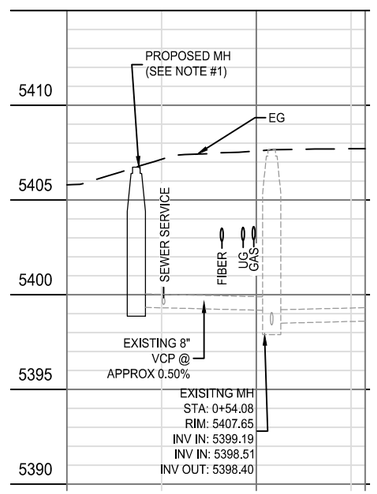

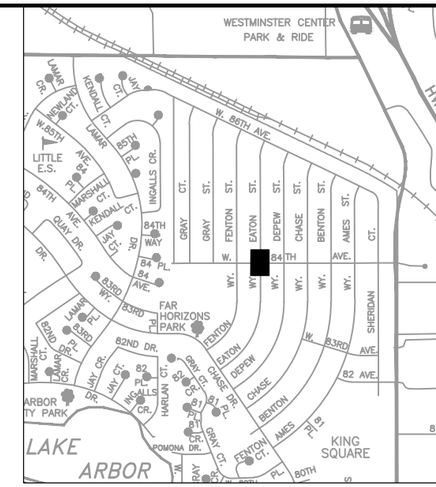

KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. EXISTING CLEAN OUT IS PAVED OVER. REMOVE EXISTING CLEAN OUT. PROPOSED MH IS APPROXIMATE LOCATION, INVERT OUT (N) TO BE DETERMINED IN THE FIELD.
   APPROXIMATE COORDINATES OF CLEAN OUT
   N: 735034.32
   E: 124569.99
2. PLACE MAINTENANCE HOLE AT THE END OF THE STUB OUT AT THE SAME ELEVATION. MAINTENANCE HOLE INVERT TO BE DETERMINED IN THE FIELD DUE TO UNCERTAINTY OF ELEVATION
3. ALL LOCATIONS AND DEPTHS OF UTILITIES SHALL BE FIELD VERIFIED

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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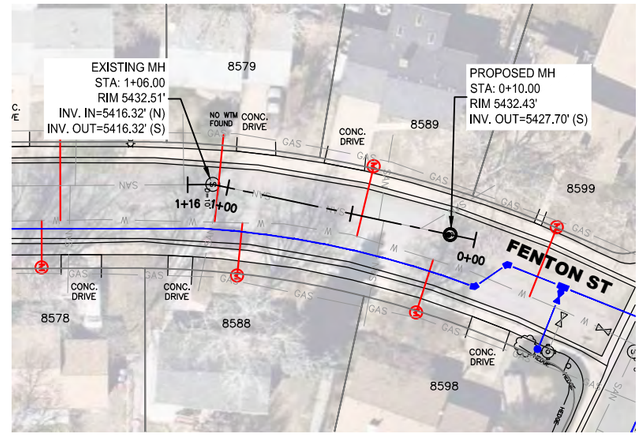
CITY OF ARVADA

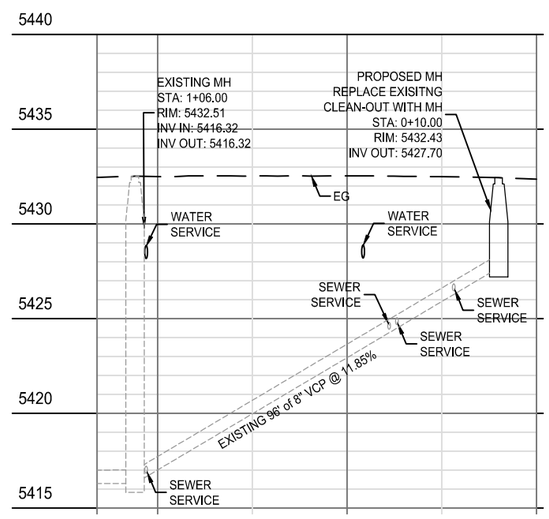
PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
EATON WAY
PROPOSED SEWER

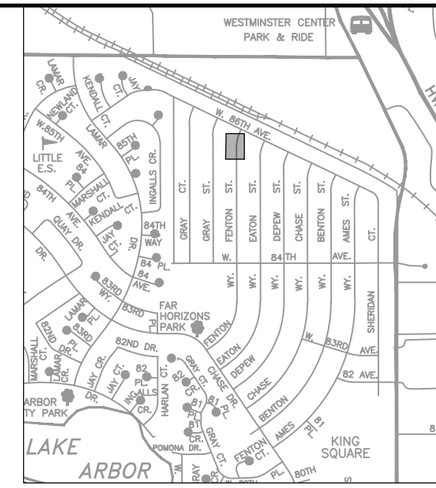
ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **S1**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\Eaton & Fenton Sewer.dwg , Plot Date: 11/20/2025







KEY MAP *(Not To Scale)*

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. REPLACE EXISTING CLEAN-OUT WITH MAINTENANCE HOLE IN SAME LOCATION AND ELEVATION
2. ALL LOCATIONS AND DEPTHS OF UTILITIES SHALL BE FIELD VERIFIED

APPROVED:

Assistant City Engineer on behalf of City Engineer	12/30/25 Date	25-WA-01 Job Number

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8101 Ralston Road
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Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 25-WA-01
2025 WATER MAIN REPLACEMENT
FENTON ST
PROPOSED SEWER

ENGINEER KS
CHECKED BY MS
DESIGN BY RN

SHT **S2**

G:\PROJECTS\WATER\25WA01-Water Main Replacement\CAD\100% Plans\Eaton & Fenton Sewer.dwg , Plot Date: 11/20/2025

CITY OF ARVADA

Pre-Bid Meeting Agenda

2025 Water Main Replacement, Project #25-WA-01
REQUEST FOR BID #: 25-ENG-097

Date: December 11, 2025
Start Time: 9:30 AM MDT
Location: **Virtual Only**: Zoom Link: https://arvadaco-gov.zoom.us/j/85237338967?pwd=emNIRNTzuEh0jZpsD4Tx029d6R9VzQ.1

Attendance:

Name:	Organization	Title
Katy Smith	Arvada	Utility Engineer
Dawn Krank	Arvada	Purchasing Manager

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

1. **Purchasing**
   a. Questions – how to submit and get official answers
   b. Bid Submissions
   c. Communications – The only person to contact concerning this project is the purchasing representative. Contact with any other City employee, department personnel, or project representatives regarding this solicitation is strictly prohibited and may result in disqualification.

2. **Solicitation Schedule**

Questions Due	**December 19, 2025 at 2:00 PM MDT**
Bids Due via BidNet	**January 13, 2026 at 2:00 PM MDT**
Estimated NTP	**March 10, 2026**

3. **Project Background**
   a. Capital Improvement Plan project
   b. Replacing 6” AC Waterline with 8” PVC
   c. Sanitary Sewer CO/MH remove and replace

4. **Project Scope**
   a. 2 sites
      i. Far Horizons Neighborhood and Lake Arbor Neighborhood
         - Replace 6” AC to 8” PVC
         - Remove COs and install new MHs
      ii. W 82nd Ave and Alkire St
         - Replace 6” AC with 12” PVC
         - Rehabilitate or Remove/Replace Butterfly valve

5. **Questions**

PRE-BID MEETING ATTENDANCE SHEET

Bid # CSB 25-ENG-097 - 2025 WATER MAIN REPLACEMENT	Meeting Date/Time: Thursday, December 11, 2025 9:30 am
Facilitator: Katy Smith	Place: Virtual: https://arvadaco-gov.zoom.us/j/85237338967?pwd=emNlRNTzuEh0jZpsD4Tx029d6R9VzQ.1 Meeting ID: 852 3733 8967 Passcode: 773726

Company	Representative Name	Phone	E-Mail	Signature
Brannan Construction	Ryan Rossel	303-495-4772	rrosel@brannan1.com	
Iron Woman Construction	Kane Turner		kturner@ironwomancon.com	
Apex Underground	Adrian Rascon	720-471-4105	a.rascon@apexunderground.com	
Edge Contracting	Jude Kolb	305-395-9264	jkolb@edgecontrcting.com	
American West Construction	Cary Neibauer	303-667-3848	Cneibauer@trustawc.com	
Diamond Contracting Corp	Christopher Redding	303-456-7666	dccpipe@yahoo.com	
Five Star Energy Services,	Lara Lueder	262-389-0281	llueder@fivestarenergyservices.com	
APEX Underground	Leo Sanderson	303-807-2335	l.sanderson@apexunderground.com	
Psomas	Melissa Taylor		melissa.taylor@psomas.com	
SiteWise - Hydrovac	Zac Craig	720-434-3003	Zac.Craig@sitewisellc.com	
Diamond Contracting Corp.	Chris Cole	303-31-3122	chriscole.dcc@gmail.com	
Five Star Energy Services	Jack Zupke	262-283-3107	Jzupke@fivestarenergyservices.com	
Psomas	Gerrit Post	970-218-4749	gerrit.post@psomas.com	
BT Construction	John	720-768-4287		

Company	Representative Name	Phone	E-Mail	Signature
Diaz Construction Group	**Brenden Andrus**	**(303)-884-1271**	**Brenden.Andrus@Diazunderground.com**	
Mid City Corporation	**Don Cain**	**720.620.8797**	**dcain@midcitycorp.us**	

Exhibit B

AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND DIAMOND CONTRACTING CORP. FOR THE 2025 WATER MAIN REPLACEMENT PROJECT, PROJECT NO. 25-WA-01, IN AN AMOUNT NOT TO EXCEED $4,767,757.00

BID BOND

We, the undersigned Diamond Contracting Corp as Principal, and Fidelity and Deposit Company of Maryland as Surety, are hereby held and firmly bound unto the City of Arvada, Colorado, in the penal sum of Five Percent of Amount Bid (5%) 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. **25-WA-01**.

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 13th day of January, 2026, 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: Diamond Contracting Corp	Fidelity and Deposit Company of Maryland
Address: 21085 Westgate Rd. Golden, CO 80403	1299 ZURICH WAY, SCHAUMBURG, IL 60196
By:	By:
Title: President	Title: Kristin L Salazar
	Attorney-in-Fact:
(SEAL)	SEAL

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

Bond No. **Bid Bond**

Obligee: **City of Arvada**

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kristin L. Salazar**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 7th day of February, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 7th day of February, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of January, 2026.

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

BID PROPOSAL

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

FROM: Diamond Contracting Corp (hereinafter called "BIDDER"), organized and existing under the laws of the State of Colorado 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. **25-WA-01** entitled **2025 WATER MAIN REPLACEMENT PROJECT** within the time set forth therein, and at the prices stated on the included Bid Schedule as totaled herein.

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

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

Bidder states that their:

Major Material Suppliers are:	Material They Will Supply
Core and Main	Water Parts
Martin Marietta	Aggregate
Burnco	Aggregate

Major Subcontractors are:	Work They Will Perform
Mr. Asphalt LLC	Asphalt Patching
R.W. Rafer & Associates	Survey

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 2/17/2025. The bidder shall agree to pay the City of Arvada the sum as specified in the Engineering and Specifications 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 $** 4,767,757.00

Four million seven hundred sixty seven thousand seven hundred fifty seven

SUBMITTED BY:

Company Name: Diamond Contracting Corp

Contact Names: Christopher Redding, Shane Hoerig

Address: 21085 West Gate Road, Golden, CO 80403

Phone: (303) 456-7666 Email(s): buzz.dcc@gmail.com, shoerig.dcc@gmail.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:	1-13-26	84-1256631
Signature of Authorized Agent	Date	FEIN
Christopher Redding	President	dccpipe@yahoo.com
Typed/Printed Name of Agent	Title of Agent	Agent email

PAYMENT TERMS: The City standard is net thirty (30) days but every effort is made to meet net fifteen (15) days after the approved partial payment date when the contractor is satisfactorily performing the contract. 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.

REVISED BID SCHEDULE

PROJECT #25-WA-01
2025 WATER MAIN REPLACEMENT

Diamond Contracting Corp
CONTRACTOR

Chris Cole — **BID PREPARED BY**
1/13/2026 — **DATE**

ITEM NO.	ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	COST
	General				
1	Mobilization, Demobilization, Permits, Fees, Licenses, Administration	LS	1	$271,545.00	$271,545.00
2	Traffic and Pedestrian Control	LS	1	$143,498.00	$143,498.00
3	Sediment and Erosion Control	LS	1	$27,090.00	$27,090.00
4	Utility Locate Potholing	LS	1	$40,488.00	$40,488.00
5	Construction Survey	LS	1	$22,316.00	$22,316.00
6	Owner Controlled Minor Contract Revisions	ALLOW	1	$180,000.00	$180,000.00
	GENERAL COST SUB-TOTAL				**$684,937.00**
	PHASE A: Ames Way and Benton Way				
7	Remove and Dispose 8" AC Pipe	LF	60	$35.00	$2,100.00
8	Remove Existing Fire Hydrant	LF	3	$1,413.00	$4,239.00
9	8" C900 PVC and fittings, Complete in Place	LF	1,737	$90.00	$156,330.00
10	Fire Hydrant Assembly	EA	5	$11,040.00	$55,200.00
11	Chlorination and Pressure Test	EA	2	$593.00	$1,186.00
12	Connect to Existing 12" PVC Waterline	EA	2	$7,161.00	$14,322.00
13	Connect to Existing 8" PVC Waterline	EA	3	$3,877.00	$11,631.00
14	Water Service Tap Reconnection	EA	44	$1,033.00	$45,452.00
15	6" Asphalt Removal and Patching, Complete in Place	SY	1,468	$52.00	$76,336.00
16	Concrete Pan, Sidewalk, & Curb Ramp Remove and Replace, Complete in Place	SY	8	$304.00	$2,432.00
	PHASE A: Ames St, W 83rd, Benton St. COST SUB-TOTAL				**$369,228.00**
	PHASE B: W 84th Ave, Depew Way, Eaton Way, Fenton Way				
17	Remove and Dispose 8" AC Pipe	LF	35	$50.00	$1,750.00
18	Remove Existing Fire Hydrant	LF	6	$1,203.00	$7,218.00
19	8" C900 PVC and fittings, Complete in Place	LF	4,322	$83.00	$358,726.00
20	Fire Hydrant Assembly	EA	8	$10,301.00	$82,408.00
21	Chlorination and Pressure Test	EA	7	$572.00	$4,004.00
22	Connect to Existing 12" PVC Waterline	EA	3	$6,201.00	$18,603.00
23	Water Service Tap Reconnection	EA	100	$1,040.00	$104,000.00
24	6" Asphalt Removal and Patching, Complete in Place	SY	3,549	$47.00	$166,803.00
25	Concrete Pan, Sidewalk, & Curb Ramp Remove and Replace, Complete in Place	SY	19	$315.00	$5,985.00
	PHASE B: W 84th Ave, Depew Way, Eaton Way, Fenton Way COST SUB-TOTAL				**$749,497.00**
	PHASE C: W 86th Ave, Chase St., Depew St., Fenton St., Gray St., Gray Ct.				
26	Remove and Dispose 8" AC Pipe	LF	66	$35.00	$2,310.00
27	Remove Existing Fire Hydrant	LF	20	$1,226.00	$24,520.00
28	8" C900 PVC and fittings, Complete in Place	LF	13,259	$85.00	$1,127,015.00
29	Fire Hydrant Assembly	EA	25	$10,979.00	$274,475.00
30	Chlorination and Pressure Test	EA	15	$572.00	$8,580.00
31	Connect to Existing 8" PVC Waterline	EA	2	$2,511.00	$5,022.00
32	Water Service Tap Reconnection	EA	273	$1,020.00	$278,460.00
33	6" Asphalt Removal and Patching, Complete in Place	SY	10,896	$47.00	$512,112.00
34	Concrete Pan, Sidewalk, & Curb Ramp Remove and Replace, Complete in Place	SY	61	$305.00	$18,605.00
	PHASE C: W 86th Ave, Chase St., Depew St., Fenton St., Gray St., Gray Ct. COST SUB-TOTAL				**$2,251,099.00**
	PHASE D: W 86th Ave, Kendall Ct., Jay Ct.				
35	Remove and Dispose 8" AC Pipe	LF	34	$63.00	$2,142.00

36	Remove Existing Fire Hydrant	LF	4	$1,108.00	$4,432.00
37	8" C900 PVC and fittings, Complete in Place	LF	1,613	$92.00	$148,396.00
38	Fire Hydrant Assembly	EA	4	$11,195.00	$44,780.00
39	Chlorination and Pressure Test	EA	3	$572.00	$1,716.00
40	Connect to Existing 12" AC Waterline	EA	1	$10,899.00	$10,899.00
41	Water Service Tap Reconnection	EA	38	$1,022.00	$38,836.00
42	6" Asphalt Removal and Patching, Complete in Place	SY	1,348	$51.00	$68,748.00
43	Concrete Pan, Sidewalk, & Curb Ramp Remove and Replace, Complete in Place	SY	15	$424.00	$6,360.00
	PHASE D: W 86th Ave, Kendall Ct.. Jay Ct. COST SUB-TOTAL				**$326,309.00**

	PHASE E: W 82nd Ave and Alkire St				
44	Remove and Dispose 6" AC Pipe	LF	45	$38.00	$1,710.00
45	Remove Existing Fire Hydrant	LF	2	$1,032.00	$2,064.00
46	12" C900 PVC and fittings, Complete in Place	LF	1,894	$121.00	$229,174.00
47	Fire Hydrant Assembly	EA	2	$11,674.00	$23,348.00
48	Chlorination and Pressure Test	EA	2	$572.00	$1,144.00
49	Connect to Existing 12" PVC Waterline	EA	1	$2,965.00	$2,965.00
50	Connect to Existing 16" PVC Waterline	EA	1	$3,907.00	$3,907.00
51	Water Service Tap Reconnection	EA	7	$1,259.00	$8,813.00
52	6" Asphalt Removal and Patching, Complete in Place	SY	1,529	$51.00	$77,979.00
	Alternate Bid Items				
53A	Option 1 (not included in Total Base Bid): Rehabilitate 16" Butterfly Valve and Box	EA	1	$12,207.00	$12,207.00
53B	Option 2 (included in Total Base Bid): Remove and Replace 16" Butterfly Valve and Box	EA	1	$14,095.00	$14,095.00
	PHASE E: W 82nd Ave and Alkire St. COST SUB-TOTAL				**$365,199.00**
	Sanitary Sewer Replacement at Eaton Way and W 84th Ave, and Fenton St				
54	Remove Sanitary Sewer Clean Out	EA	2	$1,115.00	$2,230.00
55	Sanitary Sewer Maintenance Hole - 4' Diameter (Depth < 10'), Complete In Place	EA	2	$7,342.00	$14,684.00
53	Connect to Exisitng 8" VCP Pipe	EA	2	$1,405.00	$2,810.00
56	6" Asphalt Removal and Patching, Complete in Place	SY	28	$63.00	$1,764.00
	Sanitary Sewer Replacement at Eaton Way and W 84th Ave, and Fenton St COST SUB-TOTAL				**$21,488.00**
	TOTAL BASE BID				**$4,767,757.00**

TOTAL BASE BID WRITTEN:

Four million seven hundred sixty-seven thousand seven hundred fifty-seven

Diamond Contracting Corp

CONTRACTOR

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.**

- [x] Submit completed Bid Bond, Bid Proposal, Bid Schedule, Required Contractor Submittal, Contractor's Project Qualifications as outlined in Special Provisions, Section 1. 1.01, and any other attachments requested.
- [ ] Submit implementation timeline and warrantees, if applicable.
- [x] Attach Contractor's Licensing, if applicable.
- [x] 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:

- [x] 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:

Name: Consolidated Mutual Water Company

Contact Person: Andy Rogers, Executive Vice President Chief of Engineering

Address: 12700 W. 27th Avenue, Lakewood, CO 80215

Telephone No. (303)238-0451 ext. 423

Email: arogers@cmwc.net

Description of work/service performed: Water Main Replacements throughout the City of Lakewood, Wheat Ridge and Golden

Name: City and County of Broomfield

Contact Person: Ronda Jo Ackerman Alford, CIP Construction Superintendent

Address: 3951 W. 144th Avenue, Broomfield, CO 80023

Telephone No. (303)901-2837

Email: ralford@broomfield.org

Description of work/service performed: Water Main Replacements throughout the City and County of Broomfield

Name: City of Golden

Contact Person: Les Major, Utility Superintendent

Address: 1300 Catamount Drive, # 110, Golden, CO 80403

Telephone No. (303)944-7835

Email: lmajor@cityofgolden.net

Description of work/service performed: Utility Replacements throughout the City of Golden

Resumes/Construction Experience

- **Christopher Redding, President**
  Christopher graduated from Metropolitan State University in 2010 with a Business Management degree and started working in the underground utilities industry. Christopher is a Colorado Certified Water Professional (CWP) and holds his Class 4 Water Distribution Operator, Class 4 Wastewater Collection Operator, and Backflow Assembly Tester Certifications (Appendix 1).

- **Shane Hoerig, CEO**
  Shane graduated with a Civil Engineering Degree from Ohio University. He has 13 year's experience in a range of infrastructure areas including designing and managing the construction of bridges, structure inspections or the FHWA on culverts and bridges throughout Ohio, project management experience of major roadway and utility projects, and writing report evaluations for a variety of water resource projects. Shane holds a State of Colorado On-Site Wastewater Treatment Installer (OWTS) Certification.

- **Samuel Quesada, Superintendent/Project Manager**
  1978-1997: Heavy Equipment Operator/Transporter Diamond Contracting Corp
  1997-1998: Foreman Diamond Contracting Corp
  1998-Present: Superintendent/Project Manager Diamond Contracting Corp

- **Chris Cole, Estimator/Project Manager**
  1999-2003: Project Manager Automated Systems Solutions
  2003-Present: Estimator/Project Manager Diamond Contracting Corp

- **Dave Hinrichs, Foreman Alternate, Foreman/Superintendent/Project Manager**
  1984-1985: Pipe Layer Gilbert Pipeline
  1985-1988: Pipe Layer AUI
  1988-1990: Pipe Layer Trainor Construction
  1990-1993: Pipe Layer Twin Peaks Excavating
  1993-2009: Foreman from 1993-2004, Project Superintendent 2004-2009 Tierdael Construction
  2011-Present: Foreman/Superintendent/Project Manager Diamond Contracting Corp

Project List:

- 2025 Consolidated Mutual Water Company S. Golden Road Water Main Replacement Project
  Andy Rogers-P.E.-(303)238-0451 ext. 423 Email: arogers@cmwc.net
  12700 W. 27th Avenue
  Lakewood, CO 80215
  Contract amount: $362,799.00
  Project Description: Water Main Replacement (Installed 513LF of 12" PVC, 558LF of 8" PVC)
  Project Date: August 2025-November 2025
  Change Orders: 1 ($46,430.00)
  Project Manager: Shane Hoerig
  Project Superintendent: Sam Quesada
  Diamond Contracting Corp-General Contractor

- 2025 Willowbrook Water and Sanitation District – 2025 Capital Improvements Project Dakotah at Willow Springs
  Steven Homer, P.E.-Principal-(303)956-8353 Email: steve@purringtoncivil.com
  1299 Washington Avenue, Suite 280
  Golden, CO 80401
  Contract amount: $768,662.00
  Project Description: Water Main Replacement (Installed 340' of 4" PVC, 330' of 6" PVC, 2,210' of 8" PVC)
  Project Date: July 2025-November 2025
  Change Orders: 1 ($7,175.00) 2 ($12,658.00)
  Project Manager: Gavin Glanz
  Project Superintendent: Sam Quesada
  Diamond Contracting Corp-General Contractor

- 2025 Green Mountain Water and Sanitation District DIRP #2
  Karl A. Kluge-Senior Design Engineer & Senior Construction Manager for RG and Associates, LLC
  (720)903-9604 Email: karlk@rgengineers.com
  4885 Ward Road, Suite 100
  Wheat Ridge, CO 80033
  Josh Stanley-Project Manager for Green Mountain Water and Sanitation Dist.
  (303)985-1581 ext. 216 Email: jstanley@greenmountainwater.org
  13919 West Utah Avenue
  Lakewood, CO 80228
  Contract amount: $1,605,480.00
  Project Description: Water Main Replacements (Installed 100LF of 4" PVC, 1,930LF of 6" PVC, 460LF of Fusible 6", 830LF of 6" DIP, 2,500LF of 8" PVC, 160LF of Fusible 8", 20LF of 12" PVC, 40LF of 12" DIP)
  Project Date: June 2025-January 2026
  Change Orders: No Change Order
  Project Manager: Shane Hoerig
  Project Superintendent: Sam Quesada
  Diamond Contracting Corp-General Contractor

- 2025 South Adams County Water and Sanitation District – 2025 SACWSD Wastewater System Rehabilitation
  Marcos Aragon, Insituform Technologies LLC (303)791-7199
  Email: maragon@azuria.com
  9654 Titan Court
  Littleton, CO 80125
  Contract amount: $533,189.64
  Project Description: 8" Sanitary Sewer Point Repairs, and Install of 4' DIA Manholes (Repaired 7, 10LF Point Repairs, 3, 15LF Point Repairs, 1, 20LF Point Repair, Installed 3, 4' DIA Manholes)
  Project Date: May 2025-September 2025
  Change Orders: 1 ($28,209.64)
  Project Manager: Gavin Glanz
  Project Superintendent: Sam Quesada
  Diamond Contracting Corp-Sub-Contractor to Insituform Technologies, LLC

- 2025 Willowbrook Water and Sanitation District – 2025 Capital Improvements Project Friendly Hills Flg 11 Waterline Replacement
  Melissa An, E.I.T-(303)956-8353 Email: melissa@purringtoncivil.com
  1299 Washington Avenue, Suite 280
  Golden, CO 80401
  Contract amount: $1,533,727.00
  Project Description: Water Main Replacements (Installed 3,169LF of 6" PVC, 1,687LF of 8" PVC, 1,658LF of 12" PVC)
  Project Date: May 2025-Ongoing (All Pipe is installed, finishing up services and asphalt)
  Change Orders: 1 ($3,701.00) 2 ($9,477.00)
  Project Manager: Gavin Glanz
  Project Superintendent: Sam Quesada
  Diamond Contracting Corp-General Contractor

- 2025 Consolidated Mutual Water Company Pleasant View North Phase 2 Water Main Replacement Project
  Andy Rogers-P.E.-(303)238-0451 ext. 423 Email: arogers@cmwc.net
  12700 W. 27th Avenue
  Lakewood, CO 80215
  Contract amount: $1,218,626.00
  Project Description: Water Main Replacements (Installed 2,812 LF of 8" PVC, 2,612LF of 6" PVC)
  Project Date: April 2025-September 2025
  Change Orders: 1 ($60,415.00)
  Project Manager: Shane Hoerig
  Project Superintendent: Sam Quesada
  Diamond Contracting Corp-General Contractor

- 2025 City and County of Broomfield Waterline Replacement Project
  Westlake Dr. – S. Princess Cir. To Grove Way/W. 134th PL., W. 136th Ave. – Red Deer Trail to Lowell Blvd. (Pipe Bursting), Intersection of Lowell Blvd. & W. 136th Ave.
  Ronda Jo Ackerman Alford, CIP Construction Superintendent-(303)901-2837
  Email: ralford@broomfield.org
  3951 W. 144th Avenue
  Broomfield, CO 80023
  Contract amount: $3,868,797.00
  Project Description: Water Main Replacements (Installed 4,900' of of 12" PVC, 3,720' of 16" by pipe bursting, PRV)
  Project Date: March 2025-Ongoing (Pipe is installed, finishing up asphalt and moving over to an additional section for change order)
  Change Orders: 1 ($108,142.00)
  Project Manager: Shane Hoerig
  Project Superintendent: Dave Hinrichs
  Diamond Contracting Corp-General Contractor

- 2025 Consolidated Mutual Water Company Water Main Replacement Project Wright St. and W. 34th PL. CIP
  Andy Rogers-P.E.-(303)238-0451 ext. 423 Email: arogers@cmwc.net
  12700 W. 27th Avenue
  Lakewood, CO 80215
  Contract amount: $372,846.00
  Project Description: Water Main Replacement (Installed 173LF of 8" PVC, 1,825LF of 6" PVC)
  Project Date: March 2025-May 2025
  Change Orders: 1 (-$8,348.00)
  Project Manager: Shane Hoerig
  Project Superintendent: Sam Quesada
  Diamond Contracting Corp-General Contractor

- 2025 Applewood Sanitation District 2025 Capital Improvements-Point and GRP UV CIPP Repair Project
  Karl A. Kluge-Senior Design Engineer & Senior Construction Manager
  (303)901-2434 Email: Karlk@rgengineers.com
  4885 Ward Road, Suite 100
  Wheat Ridge, CO 80033
  Contract amount: $487,991.00
  Project Description: Sewer Main Repairs (Point Repairs and CIPP) – 13 Point Repairs (Installed 98.5' of 8" PVC and (1) 4' DIA Manhole)
  Project Date: February 2025-August 2025
  Change Orders: 1 ($18,226.00)
  Project Manager: Shane Hoerig
  Project Superintendent: Sam Quesada
  Diamond Contracting Corp-General Contractor

- 2024 Consolidated Mutual Water Company W. 41st Avenue & Kipling Street
  W. 41st Ave. – Kipling St. to Miller St., Wheat Ridge
  Andy Rogers-P.E.-(303)238-0451 ext. 423 Email: arogers@cmwc.net
  12700 W. 27th Avenue
  Lakewood, CO 80215
  Contract amount: $ 296,187.00
  Project Description: Water Main Replacement (Installed 1,251LF of 12" PVC)
  Project Date: October 2024-January 2025
  Change Orders: 1(- $39,522.00)
  Project Manager: Shane Hoerig
  Project Superintendent: Sam Quesada
  Diamond Contracting Corp-General Contractor

- 2024 Valley Water District Robb St. from W. 46th Ave. to I-70 Frontage Rd. including W. 46th Ave. from Robb St. to Quail St., Quail St. from W. 46th Ave. to W. 46th PL., Queen Ct., W. 46th PL. and W. 47th Ave., Project No. 24-02
  Kathy Kadnuck-District Manager-(303)424-9661 Email: v.waterdist_kathy@comcast.net
  12101 W. 52nd Avenue
  Wheat Ridge, CO 80033
  Contract amount: $ 791,352.00
  Project Description: Water Main Replacements (140LF of 4" PVC, 80LF of 6" DIP, 180LF of 6" PVC, 3,265LF of 8" PVC)
  Project Date: August 2024-April 2025
  Change Orders: 1 (- $64,050.00)
  Project Manager: Shane Hoerig
  Project Superintendent: Nick Carlson
  Diamond Contracting Corp-General Contractor

- 2024 UC Boulder Sanitary Sewer Repair for C&L Water Solutions, Inc.
  Emily Bogar-Project Manager-(303)791-2521 Email: ebogar@azuria.com
  12525 E. Jamison Place
  Englewood, CO 80112
  Contract amount: $ 272,322.00
  Project Description: Sanitary Sewer Repair (Replacement of 107LF of 8" PVC, Installed (5) 4' DIA Manholes, Abandon (1) Manhole, Reconstruct (3) Manhole Bases)
  Project Date: August 2024-December 2024
  Change Orders: 1 (- $200.00)
  Project Manager: Shane Hoerig
  Project Superintendent: Nick Carlson
  Diamond Contracting Corp-Sub-contractor for C&L Water Solutions, Inc.

- 2024 North Table Mountain Water and Sanitation District 58th Avenue Water Main Extension Project No. 2022-01
  Bart Sperry-District Engineer/Manager-(303)791-2854 Email: Bart@ntmwater.org
  14806 West 52nd Avenue
  Golden, CO 80403
  Contract amount: $ 1,089,260.00
  Project Description: Water Main Extension (Installed 200LF of 8" PVC, 2,686LF of 12" PVC)
  Project Date: August 2024-May 2025
  Change Orders: 1 ($19,872.00)
  Project Manager: Shane Hoerig
  Project Superintendent: Dave Hinrichs
  Diamond Contracting Corp-General Contractor

- 2024 Consolidated Mutual Water Company Water Main Replacement Project
  Pleasant View North Phase 3
  Noble St., Orion St., Pike St., W. 12th Ave., W. 13th Ave., West Pleasant View
  Andy Rogers-P.E.-(303)238-0451 ext. 423 Email: arogers@cmwc.net
  12700 W. 27th Avenue
  Lakewood, CO 80215
  Contract amount: $ 622,449.00
  Project Description: Water Main Replacements (Installed 1,416LF of 6" PVC, 1,137LF of 8" PVC)
  Project Date: July 2024-November 2024
  Change Orders: 1 (- $21,064.00)
  Project Manager: Shane Hoerig
  Project Superintendent: Sam Quesada
  Diamond Contracting Corp-General Contractor

- 2024 Consolidated Mutual Water Company Water Main Replacement Project
  Applewood Reserve
  Kline St., Lee St., Miller St., Moore Ct., Moore St., Nelson St., Owens St., W. 34th PL., W. 35th Ave., W. 35th PL., W. 36th Ave., W. 36th PL., W. 37th PL., Wheat Ridge
  Andy Rogers-P.E.-(303)238-0451 ext. 423 Email: arogers@cmwc.net
  12700 W. 27th Avenue
  Lakewood, CO 80215
  Contract amount: $ 1,913,633.00
  Project Description: Water Main Replacements (Installed 4,925LF of 6" PVC, 5,196LF of 8" PVC)
  Project Date: June 2024-March 2025
  Change Orders: No Change order at this time
  Project Manager: Shane Hoerig
  Project Superintendent: Sam Quesada
  Diamond Contracting Corp-General Contractor

- 2024 Left Hand Water District Plateau Road Waterline Replacement Project
  Plateau Rd. – N. 95th St. to Turquoise Dr. Longmont
  Martin Harders-P.E.-(303)530-4200 Email: mharders@lefthandwater.gov
  6800 Nimbus Road
  Niwot, CO 80503
  Contract amount: $ 1,559,629.00
  Project Description: Water Main Replacement (Installed 6,840LF of 8" PVC on Plateau Rd. & N. 195th St., 725LF of 8" PVC on Aspen Ave.)
  Project Date: May 2024-May 2025
  Change Orders: 1 ($160,205.00)
  Project Manager: Chris Cole
  Project Superintendent: Dave Hinrichs
  Diamond Contracting Corp-General Contractor

- 2024 Southwest Metropolitan Water and Sanitation District Sanitary Sewer Main Repair/Replacement
  Cynthia Lane-District General Manager-(303)979-2333
  8739 W. Coal Mine Avenue
  Littleton, CO 80123
  Contract amount: $ 91,220.00
  Project Description: Repair/Replacement of 130LF of 8" PVC Sanitary Sewer Main
  Project Date: May 2024-May 2024
  Change Orders: No Change Order
  Project Manager: Shane Hoerig
  Project Superintendent: Sam Quesada
  Diamond Contracting Corp-General Contractor

- 2024 Consolidated Mutual Water Company South Brown Zone Water Main Replacement Project
  W. 13th PL. – Nelson St. to Kipling St., W. 14th Ave. – Nelson St. to Lewis St. – W. 14th PL. – Lee St. to Kipling St., Kline St. – W. 14th PL. to W. 13th PL.
  Andy Rogers-P.E.-(303)238-0451 ext. 423 Email: arogers@cmwc.net
  12700 W. 27th Avenue
  Lakewood, CO 80215
  Contract amount: $ 1,007,645.00
  Project Description: Water Main Replacement (Installed 2,823LF of 6" PVC, 1,957LF of 8" PVC)
  Project Date: April 2024-August 2024
  Change Orders: 1 ($37,302.00)
  Project Manager: Shane Hoerig
  Project Superintendent: Sam Quesada
  Diamond Contracting Corp-General Contractor

- 2024 City and County of Broomfield 136th Avenue Reuse Water Line
  Kathryn Langdon-P.E.-(303)464-5802 Email: KLangdon@broomfield.org
  One DesCombes Drive
  Broomfield, CO 80020
  Contract amount: $ 811,428.71
  Project Description: 6" PVC Reuse Water Line (Installation of 2,883LF of 6" PVC)
  Project Date: March 2024-July 2024
  Change Orders: 1 ($9,937.71)
  Project Manager: Shane Hoerig
  Project Superintendent: Dave Hinrichs
  Diamond Contracting Corp-General Contractor

- 2024 WillowBrook Water and Sanitation District – 2024 Capital Improvements Project, Westgold Meadows Flg 1 & 3 Waterline Replacement
  S. Taft St. – W. Cross Ave. to W. Berry Ave., W. Brandt Ave. – S. Taft St. to S. Simms Way, W. Powers Ave. – S. Taft St. to S. Simms Way, S. Tabor Ct. – W. Powers Ave. to end of Cul-de-sac, S. Swadley Ct. – W. Powers Ave. to W. Cross Ave., S. Youngfield St./W. Crestline Ave. – S. Xenon St. South, S. Xenon St. – W. Crestline Ave. to W. Aqueduct Dr., W. Crestline Dr. – S. Xenon St. to end of Cul-de-sac
  Melissa An, E.I.T-(303)956-8353 Email: melissa@purringtoncivil.com
  1299 Washington Avenue, Suite 280
  Golden, CO 80401
  Contract amount: $ 1,440,644.00
  Project Description: Water Main Replacements (Installed 531LF of 4" PVC, 68LF of 6" PVC, 3,181 LF of 8" PVC, 816LF of 12" PVC)
  Project Date: March 2024-October 2024
  Change Orders: 1 ($2,577.00) 2 ($29,541.00) 3 ($47,365.00)
  Project Manager: Shane Hoerig
  Project Superintendent: Sam Quesada
  Diamond Contracting Corp-General Contractor

- 2024 Southwest Suburban Denver Water and Sanitation District – 2024 Capital Improvements Project
  West Side of S. Kipling Pkwy, North of W. Bowles Ave. – In parking lot behind business, West side of S. Kipling Pkwy in grass area between concrete pathway and fence line, through fence line between 5834 and 5824 Kline St. to W. Ida Ave./S. Kline St.
  Jerry May-P.E.-(303)431-6100 Email: Jmay@martinmartin.com
  12499 W. Colfax Avenue
  Lakewood, CO 80215
  Contract amount: $ 721,881.00
  Project Description: Removal & Replacement of 927LF of 8" Sanitary Sewer Main & Installation of (3) 4' DIA Manholes
  Project Date: February 2024-June 2024
  Change Orders: 1 ($33,159.00)
  Project Manager: Chris Cole
  Project Superintendent: Sam Quesada
  Diamond Contracting Corp-General Contractor

- 2024 City and County of Broomfield Whistlepig Well Line Relocation Project
  Dillon Road and Aspen Street
  Kathryn Langdon-P.E.-(303)464-5802 Email: KLangdon@broomfield.org
  One DesCombes Drive
  Broomfield, CO 80020
  Contract amount: $ 230,001.00
  Project Description: New 4" Water Line by Horizontal Directional Drill (78 LF of 4" PVC, 492LF of 4" Horizontal Directional Drilled PVC)
  Project Date: February 2024-June 2024
  Change Orders: 1 ($30,209.00)
  Project Manager: Chris Cole
  Project Superintendent: Nick Carlson
  Diamond Contracting Corp-General Contractor

- 2023 Consolidated Mutual Water Company Wright Water Main Replacement Project - W. 29th Ave. – Xenon St. to Ward Ct., W. 31st Ave. – Xenon St. to Ward Ct., Wright Ct. – W. 29th Ave. to end of cul-de-sac, Wright Ct. – W. 32nd Ave. to W. 29th PL., Wright St. – W. 32nd Ave. to W. 29th PL., W. 29th PL. – Wright Ct. to Wright St., Xenon St. – W. 31st Ave. to end of cul-de-sac
  Andy Rogers-P.E.-(303)238-0451 ext. 423 Email: arogers@cmwc.net
  12700 W. 27th Avenue
  Lakewood, CO 80215
  Contract amount: $ 1,050,635.00
  Project Description: Water Main Replacement (Installed 482LF of 4" PVC, 263LF Removal of C.I. Pipe/Install 6" PVC, 3,387LF of 6" PVC, 764LF of 12" PVC)
  Project Date: January 2024-June 2024
  Change Orders: 1 (- $20,178.00)
  Project Manager: Shane Hoerig
  Project Superintendent: Sam Quesada
  Diamond Contracting Corp-General Contractor

- 2023 Consolidated Mutual Water Company Harlan Station Phase 2 Water Main Replacement Project – 4th Ave., Ames St., Benton St., Gray St., Harlan St., Ingalls St., Jay St., Kendall St., Lamar St., Marshall St., Newland St., Reed St.
  Andy Rogers-P.E.-(303)238-0451 ext. 423 Email: arogers@cmwc.net
  12700 W. 27th Avenue
  Lakewood, CO 80215
  Contract amount: $ 4,213,365.82
  Project Description: Water Main Replacement (Installed 11,858LF of 6" PVC, 4,577LF of 8" PVC, 2,313LF of 12" PVC)
  Project Date: May 2023-June 2024
  Change Orders: 1 ($131,750.82)
  Project Manager: Shane Hoerig
  Project Superintendent: Sam Quesada
  Diamond Contracting Corp-General Contractor

- 2023 Consolidated Mutual Water Company W. 32nd Ave. and Flower St. Wheat Ridge
  Andy Rogers-P.E.-(303)238-0451 ext. 423 Email: arogers@cmwc.net
  12700 W. 27th Avenue
  Lakewood, CO 80215
  Contract amount: $ 120,628.00
  Project Description: Water Main Replacement (Installed 508LF of 6" PVC)
  Project Date: October 2023-December 2023
  Change Orders: 1 ($ 19,863.00)
  Project Manager: Shane Hoerig
  Project Superintendent: Dave Hinrichs
  Diamond Contracting Corp-General Contractor

- 2023 Consolidated Mutual Water Company W. 39th PL. and Oak St. Wheat Ridge
  Andy Rogers-P.E.-(303)238-0451 ext. 423 Email: arogers@cmwc.net
  12700 W. 27th Avenue
  Lakewood, CO 80215
  Contract amount: $ 89,627.00
  Project Description: Water Main Replacement (Installed 401LF of 4" PVC)
  Project Date: October 2023-December 2023
  Change Orders: 1 (- $5,266.00)
  Project Manager: Shane Hoerig
  Project Superintendent: Dave Hinrichs
  Diamond Contracting Corp-General Contractor

- 2023 City of Littleton Sanitary Sewer Replacement Project City Project No. 23-52
  Anthony J. Young, P.E.-(303)795-3832 Email: ayoung@littletongov.org
  2255 W. Berry Avenue
  Littleton, CO 80120
  Contract Amount: $ 170,610.00
  Project Description: Sewer Main Replacement (Removal of 224LF of pipe, Installation of 310LF of 8" PVC)
  Project Date: August 2023-December 2023
  Change Orders: No Change order
  Project Manager: Shane Hoerig
  Project Superintendent: Sam Quesada
  Diamond Contracting Corp-General Contractor

- 2023 Applewood Sanitation District Capital Improvements-Point and GRP UV CIPP Repair and Main Replacement Project
  Karl A. Kluge-Senior Design Engineer & Senior Construction Manager
  (303)901-2434 Email: karlk@rgengineers.com
  4885 Ward Road, Suite 100
  Wheat Ridge, CO 80033
  Contract Amount: $ 879,372.41
  Project Description: Sewer Main Repairs (Point Repairs and CIPP) 12 Point Repairs Installing 290LF of 8" PVC, (1) 4' DIA Manhole)
  Project Date: July 2023-February 2024
  Change Orders: 1 ($5,679.00) 2 (- $1,758.59)
  Project Manager: Shane Hoerig
  Project Superintendent: Sam Quesada
  Diamond Contracting Corp-General Contractor

- 2023 Consolidated Mutual Water Company Water Main Replacement Project Coors Drive
  Andy Rogers-P.E.-(303)238-0451 ext. 423 Email: arogers@cmwc.net
  12700 W. 27th Avenue
  Lakewood, CO 80215
  Contract Amount: $ 951,614.00
  Project Description: Water Main Replacement (Installed 1,423LF of 6" PVC, 2,451LF of 8" PVC)
  Project Date: July 2023-October 2023
  Change Orders: 1 (- $9,662.00)
  Project Manager: Shane Hoerig
  Project Superintendent: Dave Hinrichs
  Diamond Contracting Corp-General Contractor

DIAMOND CONTRACTING CORP.
21085 W. GATE ROAD
GOLDEN, COLORADO 80403
OFFICE 303-456-7666
DCCPIPE@YAHOO.COM

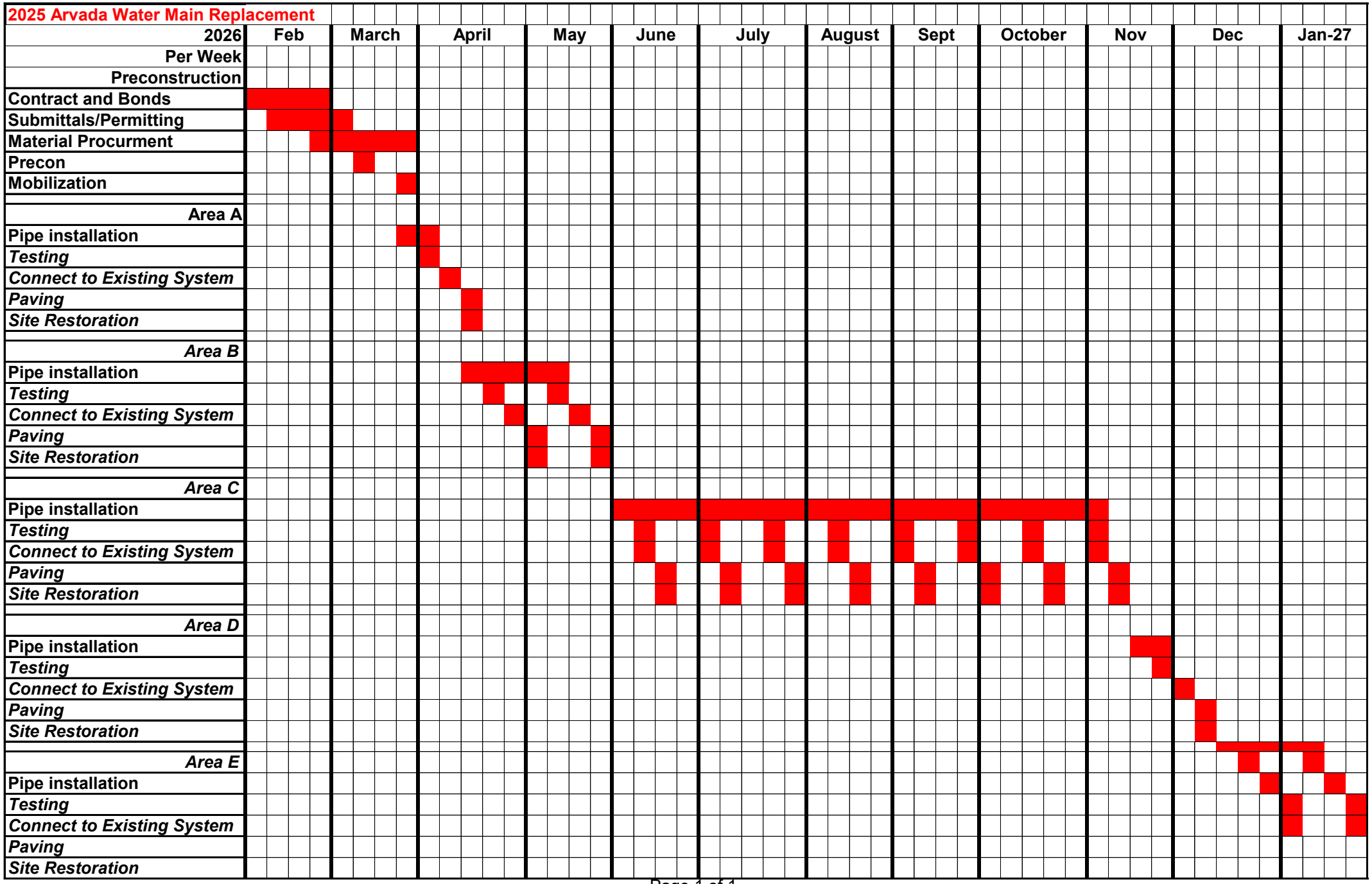
Diamond Contracting approach to the 2025 Arvada water replacement project:

Our team's approach is client-centric. We will use hands on experience to drive construction processes that involve the City of Arvada and project stakeholders during the entirety of the project, aiming to ensure that the project objectives and expectations are understood and addressed.

Our approach will adhere to industry standards and our long-earned experience replacing water main. Locates, removal of asphalt, excavation, pipe installation, backfill, testing, connections, removals and abandonments, asphalt paving and cleanup are the main tasks to be completed on each site. We will work with City forces and effected residents to make the water main replacement as smooth and problem free as possible.

We partner with experienced and proven subcontractors and suppliers to provide us and our customer with the highest quality results.

2025 Arvada Water Main Replacement



Public Works Department - Engineering Division
8101 Ralston Rd. Arvada, CO 80001

720-898-7640(Phone)

engineeringpermits@arvada.org
(email)
www.arvada.org

MUNICIPAL CONTRACTOR'S LICENSE
CONTRACTOR RIGHT OF WAY
AEC320

CONTRACTOR INFORMATION
DIAMOND CONTRACTING CORP. - ROW
21085 West Gate Road
Golden CO 80403

LICENSE INFORMATION
Expiration: 7/5/2026
License Grades: MUNICIPAL GENERAL CONTRACTOR, ,
Authorized Signers: Christopher Redding, Shane Hoerig, Lindsay Cavanaugh, Sam Qu

Fee	Paid Amount	Paid Date
$225.00	$225.00	6/20/2025

Claudia Vaughan, P.E.
City Engineer

Contractor's Responsibilities:

*****Notes Regarding Permits:**

License and Permit: Municipal General Contractor License holder is the sole responsibile 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.

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.A.5.

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: R26-017, A Resolution Accepting an Annexation Petition for Annexing Certain Land Into the City of Arvada for Residential Property Water Service, Martinez Annexation No. 1, a 0.060 Acre Parcel of Land Approximately Located at 5044 Carr Street, in the City of Arvada, County of Jefferson, State of Colorado Finding said petition Substantially Compliant with C.R.S 31-12-107 (1) and Setting a Public Hearing for April 21, 2026, 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation

Report in Brief

The property owner at 5044 Carr Street is requesting annexation into Arvada for the purpose of rectifying his failing well and connecting to City water. Known as Martinez Annexation No. 1, this request is for a 0.060 acre portion of Carr Street needed to provide contiguity for annexation of the property at 5044 Carr Street. This application is being processed as DA2024-0068.

The Arvada team recommends that the City Council Approve R26-017, A Resolution Accepting an Annexation Petition for Annexing Certain Land Into the City of Arvada for Residential Property Water Service, Martinez Annexation No. 1, a 0.060 Acre Parcel of Land Approximately Located at 5044 Carr Street, in the City of Arvada, County of Jefferson, State of Colorado Finding said petition Substantially Compliant with C.R.S 31-12-107 (1) and Setting a Public Hearing for April 21, 2026, at 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation.

Financial Impact

This annexation will not have any financial impact to the City.

Background

This residential property is currently served by a failing well. In order to obtain water, the owner is requesting to annex into the City of Arvada. The total annexation area including Martinez Annexation No. 1 (0.06 acres) and Martinez Annexation No. 2 (1.11 acres) which also includes a portion of the adjacent streets, will be 1.17 acres. As such, the proposed zoning designation is R-6 (Residential 6) for medium-high density residential, which would allow up to 6 dwelling units per acre. In order to meet contiguity requirements, a serial annexation is required. Martinez Annexation No. 1 includes a small triangular portion of Carr Street. Martinez Annexation No. 2, includes the remainder of Carr Street that is adjacent to this property, all the private property associated with 5044 Carr Street and a portion of W. 51st Avenue that is also adjacent to this property. The Arvada Comprehensive Plan designates this site as Suburban Residential, which allows for a variety of residential unit types, including the existing single-family residential use. No new development is currently proposed for this site and any future development will need to be processed as a separate administrative application at a later date.

Discussion

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.	Complies	The existing single family home and the proposed R6 zoning designation is in

		compliance with the Suburban designation of the Comprehensive Plan.
2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.	Complies	The site is capable of being integrated into the City and all future development applications will comply with code requirements.
3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services.	Complies	Water and Sewer services are intended for residents of Arvada and these annexations will allow Arvada to continue to serve its residents rather than outside entities.

Public Contact

The required neighborhood meeting took place on December 13, 2023. The applicant, staff, and three neighbors were in attendance. Neighbors inquired about the proposed construction activities associated with the water connection and how that may impact the neighborhood. They also expressed concern with the proposed zoning designation as it would allow up to six units per acre on the site. Staff explained that in order to achieve that density, a future development application would be required and that it would need to address all development aspects of the LDC. As such, neighbors would receive notice of any future development applications and would be allowed to provide further input at that time.

Commission Recommendation

The Planning Commission voted 7-0 and recommended approval to the City Council during their public hearing on July 2, 2025.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that City Council Approve R26-017, A Resolution Accepting an Annexation Petition for Annexing Certain Land Into the City of Arvada for Residential Property Water Service, Martinez Annexation No. 1, a 0.060 Acre Parcel of Land Approximately Located at 5044 Carr Street, in the City of Arvada, County of Jefferson, State of Colorado Finding said petition Substantially Compliant with C.R.S 31-12-107 (1) and Setting a Public Hearing for April 21, 2026 at 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation.

Suggested Motion:

I move that R26-017, A Resolution Accepting an Annexation Petition for Annexing Certain Land Into the City of Arvada for Residential Property Water Service, Martinez Annexation No. 1, a 0.060 Acre Parcel of Land Approximately Located at 5044 Carr Street, in the City of Arvada, County of Jefferson, State of Colorado Finding said petition Substantially Compliant with C.R.S 31-12-107 (1) and Setting a Public Hearing for April 21, 2026, at 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation, be (approved) (rejected).

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Linda Hoover, Senior Planner	07/10/2025
Rob Smetana, Planning Manager	07/10/2025
Josie Suk, Development Systems and Administrative Manager	07/14/2025
Jessica Garner, Director of Community and Economic Development	07/14/2025
Gail Walker, Legal Specialist-Contracts	07/14/2025
Kelsy Sargent, Assistant City Attorney	07/15/2025
Rachel Morris, City Attorney	07/16/2025
Jessica Morales, Deputy City Attorney	07/16/2025
Linda Haley, Deputy City Manager	07/16/2025
Don Wick, City Manager	07/17/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-017

A RESOLUTION ACCEPTING AN ANNEXATION PETITION FOR ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA FOR RESIDENTIAL PROPERTY WATER SERVICE, MARTINEZ ANNEXATION NO. 1, A 0.060 ACRE PARCEL OF LAND APPROXIMATELY LOCATED AT 5044 CARR STREET, IN THE CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, FINDING SAID PETITION SUBSTANTIALLY COMPLIANT WITH C.R.S. 31-12-107(1), AND SETTING A PUBLIC HEARING FOR APRIL 21, 2026, 6:15 P.M. FOR CITY COUNCIL TO DETERMINE WHETHER THE AREA MEETS THE REQUIREMENTS OF C.R.S. 31-12-104 AND 105, AND IS CONSIDERED ELIGIBLE FOR ANNEXATION

WHEREAS, the owner of certain property located in Jefferson County, Colorado, filed a petition for annexation with the City Clerk of the City of Arvada, Colorado (the "City"), for annexation of property more particularly described below (the "subject property"), into the City limits; and

WHEREAS, having received the petition for annexation, the City Council of the City of Arvada is required under the Municipal Annexation Act of 1965, as amended, to determine whether said petition is in substantial compliance with C.R.S. Sections 31-12-107 (1), 31-12-105, 31-12-104, and if so, to follow the procedure set forth in C.R.S. Sections 31-12-108 through 111; and

WHEREAS, the City Council of the City of Arvada, having examined the filings and the petition for annexation of the subject property, and being duly advised by the City planning team, finds as follows:

1. On its face, the annexation petition is in substantial compliance with C.R.S. §31-12-107(1), as the petition contains the following:

    a. An allegation that it is desirable and necessary that the area be annexed to the City of Arvada;

    b. An allegation that the requirements of §§31-12-104 and 31-12-105 C.R.S. exist or are met.

    c. An allegation that the signer of the petition comprises the landowners of more than 50 percent of the territory included in the area and own more than fifty percent of the area proposed to be annexed, exclusive of streets and alleys and any land owned by the annexing municipality.

    d. A request that the City of Arvada approve the annexation of the area proposed to be annexed.

e. The signature of such landowner.

f. The mailing address of such signer.

g. The legal description of the land owned by such signer.

h. The date of signing of each signature.

i. The affidavit of the circulator of the petition stating that each signature therein is the signature of the person whose name it purports to be.

2. That the annexation petition was filed with an annexation map containing the following information, and is in substantial compliance with the Municipal Annexation Act:

   a. A written legal description of the boundaries of the area proposed to be annexed;

   b. A map showing the boundary of the area proposed to be annexed;

   c. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;

   d. Next to the boundary of the area proposed to be annexed is drawn the contiguous boundary of the City of Arvada, and that the dimensions of the contiguous boundary are shown on the map.

3. That no signature on the petition is dated more than 180 days prior to the date of filing of the Petition for Annexation with the City Clerk of the City of Arvada, State of Colorado.

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

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above and finds that the annexation petition on its face is in substantial compliance with the requirements of C.R.S. §31-12-107(1).

Section 2. That the City Council hereby accepts the annexation petition for the following described unincorporated territory, situated in the County of Jefferson and State of Colorado, to wit:

See Exhibit A

Section 3. That a public hearing shall be held on the 21st day of April, 2026 at 6:15 p.m. at the Arvada City Hall for the purpose of determining and finding whether the areas proposed to be annexed meet the applicable requirements of §§31-12-104 and 31-12-105 C.R.S. and are considered eligible for annexation.

Section 4. This resolution shall be effective five days after its approval by the City Council.

APPROVED AND ADOPTED this 3rd day of March, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

Publication Dates: March 5, 2026
March 12, 2026
March 19, 2026
March 26, 2026

PETITION FOR ANNEXATION

NAME OF ANNEXATION: ***Martinez Annexation No. 1***

APPROXIMATE LOCATION: ***5044 Carr St***

PETITION FOR ANNEXATION OF UNINCORPORATED
TERRITORY IN THE COUNTY OF ***JEFFERSON***
STATE OF COLORADO, TO THE CITY OF ARVADA,
STATE OF COLORADO

TO THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

The undersigned in accordance with the Municipal Annexation Act of 1965, Chapter 31, Article 12, C.R.S. 1973, as amended, hereby petitions the City Council of the City of Arvada for annexation to the City of Arvada of the following described unincorporated territory located in the County of Jefferson, State of Colorado, to wit:

LEGAL DESCRIPTION (See Exhibit A)

In support of the said Petition, your Petitioners allege that:

1. It is desirable and necessary that the above-described territory be annexed to the City of Arvada.

2. No less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Arvada.

3. A community of interest exists between the territory proposed to be annexed and the City of Arvada.

4. The territory proposed to be annexed is urban or will be urbanized in the future.

5. The territory proposed to be annexed is integrated or is capable of being integrated with the City of Arvada.

6. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

a. is divided into separate parts or parcels without the written consent of the landowner or landowners thereof.

b. comprising twenty acres or more which, together with the buildings and improvements situated thereon, has an assessed value in excess of two-hundred thousand dollars for an ad valorem tax purpose for the year preceding the annexation is included within the territory proposed to be annexed, without the written consent of the landowner or landowners thereof.

7. No annexation proceedings have been commenced by another municipality for the annexation of part or all of the area proposed herein to be annexed to Arvada.

8. Annexation of the territory proposed to be annexed will not result in detachment of area from any school district and the attachment of the same to another school district.

9. Annexation of the area proposed to be annexed will not have the effect of extending the City of Arvada's municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year.

10. No portion of a platted street or alley lies within the boundaries of the area proposed to be annexed, unless the entire width of said street or alley has been included within the boundaries of the area to be annexed.

11. The Signers of the Petition comprise more than fifty percent of the landowners in the area to be annexed and are the landowners of more than fifty percent of the territory included in the area proposed to be annexed, excluding public streets and alleys and any land owned by the annexing municipality.

12. All other requirements of Section 31-12-104 and 31-12-105, C.R.S., exist or have been met.

13. The mailing address of the Signer, the legal description of the land owned by such signer, and the date of signing of such signature are all shown on this Petition.

14. Attached to this Petition is the Affidavit of Circulator of this Petition that the signature hereon is the signature of the person whose name it purports to be.

[Signature Pages to Follow]

Your Petitioners further request that the City of Arvada approve the annexation of the area proposed to be annexed.

Owner's Signature: _____

Name: Andy Kerr

Title: Chair, Board of County Commissioners

Owner's Name: County of Jefferson, State of Colorado

Address: 100 Jefferson County Parkway, Golden, CO 80419

Date of signing: 1/22/2026

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)

) ss.

COUNTY OF Jefferson)

Nicholas Nelson, being duly sworn, upon oath, deposes and states:

1. That the affiant circulated the Petition for Annexation for the purpose of obtaining the signature(s) of the above Petitioner(s).

2. That each signature thereon is the signature of the person whose name it purports to be.

Circulator

NOTARY CERTIFICATE

STATE OF COLORADO)

) ss.

COUNTY OF Jefferson)

Subscribed and sworn to before me this 26th day of January, 2024.

(SEAL)

Witness my hand and seal:

My commission expires: 11/21/2028

NICOLE KATHERINE ALBER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20164005333
MY COMMISSION EXPIRES 11/21/2028

5495422.2

EXHIBIT A

Legal Description of Property to be Annexed

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

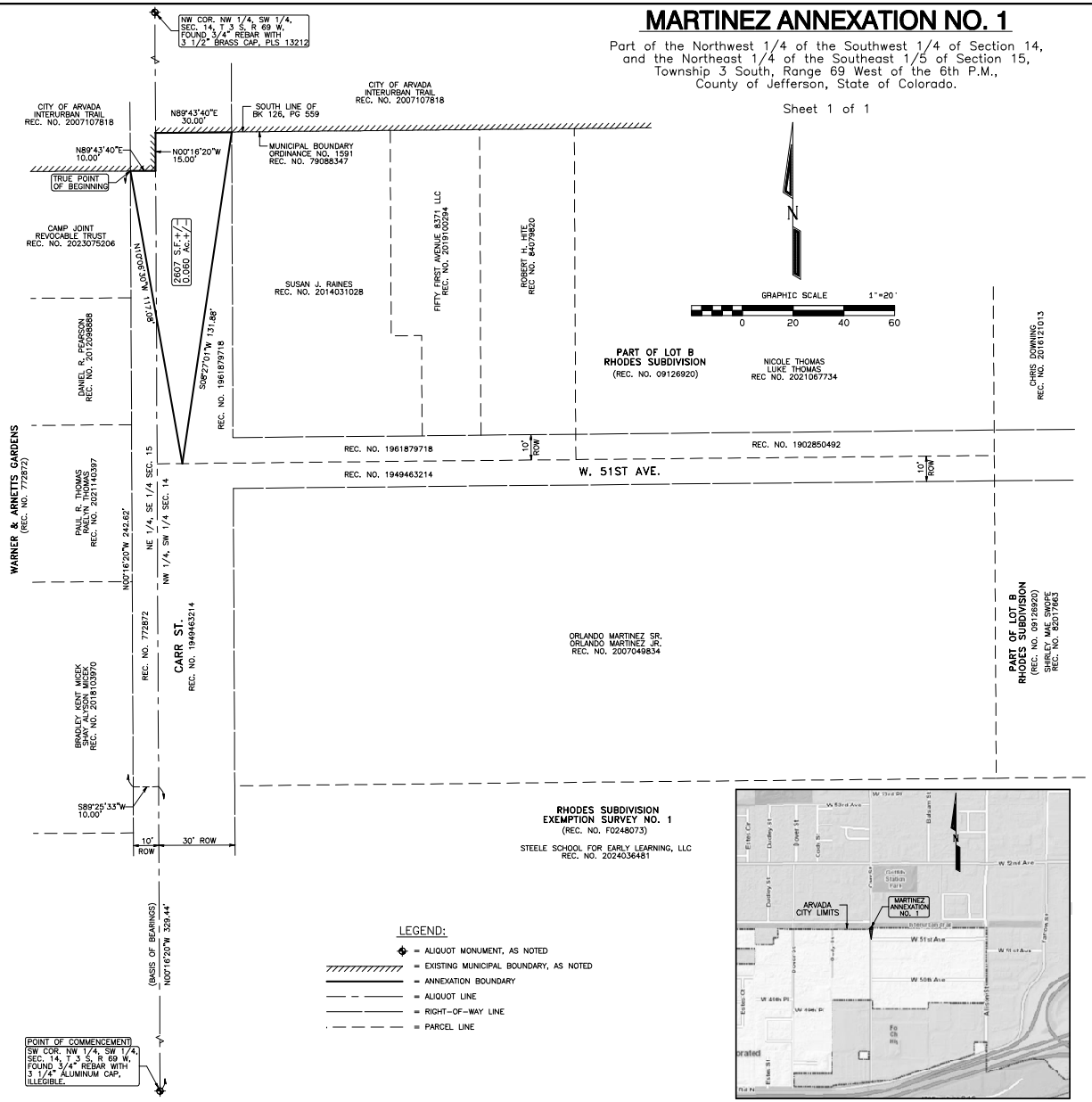
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 00°16'20" WEST, COINCIDENT WITH THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 329.44 FEET; THENCE SOUTH 89°25'33" WEST, A DISTANCE OF 10.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF CARR STREET; THENCE NORTH 00°16'20" WEST, A DISTANCE OF 242.62 FEET TO THE NORTHEAST CORNER OF LOT 13, AS SHOWN ON THE PLAT OF WARNER & ARNETTS GARDENS RECORDED APRIL 27, 1907 AS RECEPTION NO. 772872 IN THE RECORDS OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY, COLORADO ALSO BEING THE SOUTH LINE OF THE EXISTING MUNICIPAL BOUNDARY OF THE CITY OF ARVADA AS DESCRIBED IN ORDINANCE NO. 1591 RECORDED SEPTEMBER 27, 1979 AS RECEPTION NO. 79088347 IN THE RECORDS OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY, COLORADO, AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°43'40" EAST, COINCIDENT WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 13, AND THE SOUTH LINE OF SAID MUNICIPAL BOUNDARY, A DISTANCE OF 10.00 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 00°16'20" WEST, COINCIDENT WITH SAID WEST LINE, AND THE SOUTH LINE OF SAID MUNICIPAL BOUNDARY, A DISTANCE OF 15.00 FEET TO THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED OCTOBER 23, 1903 IN BOOK 126 AT PAGE 559 IN THE RECORDS OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY, COLORADO; THENCE NORTH 89°43'40" EAST, COINCIDENT WITH SAID SOUTH LINE, AND THE SOUTH LINE OF SAID MUNICIPAL BOUNDARY, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF CARR STREET; THENCE SOUTH 08°27'01" WEST, DEPARTING SAID MUNICIPAL BOUNDARY, A DISTANCE OF 131.88 FEET; THENCE NORTH 10°06'30" WEST, A DISTANCE OF 117.08 FEET TO THE TRUE POINT OF BEGINNING.

MARTINEZ ANNEXATION NO. 1

Part of the Northwest 1/4 of the Southwest 1/4 of Section 14,
and the Northeast 1/4 of the Southeast 1/5 of Section 15,
Township 3 South, Range 69 West of the 6th P.M.,
County of Jefferson, State of Colorado.

Sheet 1 of 1



VICINITY MAP: 1" = 500'

PROPERTY DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 00°16'20" WEST, COINCIDENT WITH THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 329.44 FEET; THENCE SOUTH 89°25'33" WEST, A DISTANCE OF 10.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF CARR STREET; THENCE NORTH 00°16'20" WEST, A DISTANCE OF 242.62 FEET TO THE NORTHEAST CORNER OF LOT 13, AS SHOWN ON THE PLAT OF WARNER & ARNETTS GARDENS RECORDED APRIL 27, 1907 AS RECEPTION NO. 772872 IN THE RECORDS OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY, COLORADO ALSO BEING THE SOUTH LINE OF THE EXISTING MUNICIPAL BOUNDARY OF THE CITY OF ARVADA AS DESCRIBED IN ORDINANCE NO. 1591 RECORDED SEPTEMBER 27, 1979 AS RECEPTION NO. 79088347 IN THE RECORDS OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY, COLORADO, AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°43'40" EAST, COINCIDENT WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 13, AND THE SOUTH LINE OF SAID MUNICIPAL BOUNDARY, A DISTANCE OF 10.00 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 00°16'20" WEST, COINCIDENT WITH SAID WEST LINE, AND THE SOUTH LINE OF SAID MUNICIPAL BOUNDARY, A DISTANCE OF 15.00 FEET TO THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED OCTOBER 23, 1903 IN BOOK 126 AT PAGE 559 IN THE RECORDS OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY, COLORADO; THENCE NORTH 89°43'40" EAST, COINCIDENT WITH SAID SOUTH LINE, AND THE SOUTH LINE OF SAID MUNICIPAL BOUNDARY, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF CARR STREET; THENCE SOUTH 08°27'01" WEST, DEPARTING SAID MUNICIPAL BOUNDARY, A DISTANCE OF 131.88 FEET; THENCE NORTH 10°06'30" WEST, A DISTANCE OF 117.08 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2607 SQUARE FEET OR 0.060 ACRES, MORE OR LESS.

NOTES:

1) BASIS OF BEARING: THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M., IN JEFFERSON COUNTY, COLORADO IS ASSUMED TO BEAR NORTH 00°16'20" WEST BEING MONUMENTED ON THE SOUTH END BY A 3/4" REBAR WITH 3 1/4" BRASS CAP, ILLEGIBLE, AND ON THE NORTH END BY A 3/4" REBAR WITH 3 1/2" BRASS CAP, PLS 13212 IN MONUMENT BOX, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

2) CERTIFICATION DEFINED: THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE PRACTICE OF LAND SURVEYING, CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OF FINDINGS WHICH ARE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED.

3) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTIONS BASED UPON A DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

4) ALL DISTANCES SHOWN HEREON ARE REPORTED IN U.S. SURVEY FEET.

5) THE CITY OF ARVADA IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE SURVEY DATA SHOWN HEREIN. THE CITY OF ARVADA'S REVIEW IS FOR GENERAL COMPLIANCE WITH ARVADA'S LAND DEVELOPMENT CODE. THE CITY OF ARVADA, THROUGH THE ACCEPTANCE OF THE ANNEXATION MAP, ASSUMES NO RESPONSIBILITY FOR COMPLETENESS AND/OR ACCURACY OF THE ANNEXATION MAP. THE ACCURACY OF SURVEY INFORMATION INCLUDING BOUNDARY INFORMATION, MONUMENTATION, LOT LINES, ETC. IS THE SOLE RESPONSIBILITY OF THE LICENSED SURVEYOR NAMED HEREIN.

SURVEYOR'S STATEMENT:

I, CURTIS D. HOOS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT AN ANNEXATION MAP WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF THE ACCOMPANYING ANNEXATION MAP ACCURATELY AND PROPERLY SHOWS THE PROPERTY DETERMINED BY THIS SURVEY. ENROACHMENTS, EASEMENTS, RIGHT OF WAY OR PASSAGEWAY'S ACROSS SAID PROPERTY THAT ARE IN EVIDENCE OR KNOWN TO ME, ARE AS SHOWN TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. THIS SURVEY, AND THE INFORMATION SHOWN HEREON ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

CURTIS D. HOOS PLS 37971
FOR AND ON BEHALF OF:
AMERICAN WEST LAND SURVEYING CO.
A COLORADO CORPORATION

CONTIGUITY STATEMENT:

THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUTES §31-12-104-(1)(A) THAT ONE-SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 303.96 L.F.

ONE-SIXTH OF TOTAL PERIMETER OF AREA = 50.66 L.F.

PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 55.00 L.F.

THE TOTAL CONTIGUOUS PERIMETER IS 18%, WHICH EXCEEDS THE 1/6 AREA REQUIRED.

APPROVAL CERTIFICATE:

APPROVED FOR FILING BY THE CITY OF ARVADA THIS _____ DAY OF _____ , 20____.

_____ ATTEST: _____
MAYOR CITY CLERK

ORDINANCE NUMBER(S)_____

CLERK AND RECORDER'S CERTIFICATE:

_____
RECEPTION NUMBER

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY, AT GOLDEN COLORADO

ON THIS _____ DAY OF _____ , 20 ____ AT _____ O.CLOCK.

BY: _____ _____
JEFFERSON COUNTY CLERK AND RECORDER DEPUTY CLERK

American West Land Surveying Co.
A Colorado Corporation
PO Box 129, Brighton, CO 80601 * P:303-659-1532 F:303-655-0575 * amwestls.com

REVISION	DATE	SCALE 1" = 20'
		DATE: FEB 25, 2025
		DRAWN BY: CDH
		CHECKED BY: MJH
		CLIENT: MARTINEZ
		JOB NO. 25-

FILE: D:\SURVEYS\Q-R\Rhodes\5044 CARR ST_ANNEX.pro

City of Arvada
Community and Economic Development Department
PUBLIC HEARING STAFF REPORT

Martinez Annexation No. 1 and No.2
Annexation and Rezoning
DA2024-0068

NATURE OF REQUEST

This 0.88 acre property is currently served by a failing well. In order to obtain water, the owner is requesting to annex into the City of Arvada. The total annexation area including a portion of the adjacent streets will be 1.17 acres. As such the proposed zoning designation is R-6 (Residential 6) for medium-high density residential which would allow up to 6 dwelling units per acre. No subdivision is currently proposed and any future subdivision will need to be processed as a separate administrative application at a later date.

LOCATION AND HISTORY

The property is located at the southeast corner of W. 51st Avenue and Carr Street and is more specifically located at 5044 Carr Street.

NEIGHBORHOOD MEETING

Division 8-2-2 of the Land Development Code (LDC) requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for this project took place on December 13, 2023. The applicant, staff, and three neighbors were in attendance. The applicant explained that the intent of the annexation was to obtain water service. Neighbors inquired about the proposed construction activities associated with the water connection and how that may impact the neighborhood. They also expressed concern with the proposed zoning designation as it would allow up to six units per acre on the site. Staff explained that in order to achieve that density, a future development application would be required and that it would need to address all development aspects of the LDC. As such, neighbors would receive notice of any future development applications and would be allowed to provide further input at that time. No new development is currently proposed for this site.

The applicant prepared a summary of the meeting, which is attached.

PUBLIC NOTIFICATION

Division 8-2-4 of the Land Development Code requires public notification for all public hearings as follows:

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1000 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

DEVELOPMENT REVIEW TIMELINE

The project was submitted on August 5, 2024 and went through three rounds of review.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

ZONING AND LAND USE

This residential property is currently served by a failing well. In order to obtain water, the owner is requesting to annex into the City of Arvada. The total annexation area including a portion of the adjacent streets will be 1.17 acres. As such the proposed zoning designation is R-6 (Residential 6) for medium-high density residential which would allow up to 6 dwelling units per acre. No subdivision is currently proposed and any future subdivision will need to be processed as a separate administrative application at a later date. The Arvada Comprehensive Plan designates this site as Suburban Residential which allows for a variety of residential unit types. The subject property is currently zoned R-2 in unincorporated Jefferson County and is proposed for R6 under Arvada's LDC.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North	R-2 Unincorporated Jefferson County and R-13 in Arvada	Arvada's current jurisdictional boundary is approximately 140 feet north of this site. An open space trail corridor borders that boundary with R-13 zoning farther north.
South	R-2 Unincorporated Jefferson County	Immediately south of this site is an early learning preschool
All others	R-2 Unincorporated Jefferson County	The site is surrounded by a variety of single family lot sizes in Jefferson County

PROJECT ANALYSIS

Annexation
Due to the contiguity requirements of State Statutes, annexation of this property will need to occur as a serial annexation in two phases. Martinez Annexation No. 1 will annex a triangle portion of Carr Street. This will then provide adequate contiguity for Martinez Annexation No. 2 to include the remaining portion of Carr Street (adjacent to the property), the right-of-way for W. 51st Avenue (adjacent to this site) and all the private land associated with 5044 Carr Street.

Compliance with the Comprehensive Plan
The Comprehensive Plan designation for the property is Suburban which allows for a variety of residential uses and as such, the existing home is in compliance with the Suburban designation.

Compliance with Other Applicable Plans
No other plans apply to this site.

Setbacks
With the proposed R6 designation, any future development would follow the applicable LDC designation in the housing palette. Under the urban classification for single family homes, the minimum street setback is 15 feet, the side setbacks are five feet and the rear setbacks are ten feet. The existing single family home meets the minimum 15 foot setback on Carr Street. However, the existing garage adjacent to W. 51st Avenue is approximately five feet from the right-of-way and would be allowed as a non-conforming structure. The existing home is well below the maximum 60% lot coverage.

Building Height
The R6 zone district has a maximum building height of 35 feet. The existing one story single family home is far below the maximum allowed height.

Parks and School Dedication
This site lies within the Jefferson County R-1 School District. The LDC requires park and school dedication in conjunction with development projects. Should development occur in the future, park and school dedication requirements will need to be met at that time.

Open Space
Per the LDC, a minimum of 20% of the site should remain as open space/landscaping. The current site configuration has a 1,593 square foot home on the 0.88 acre property, which leaves approximately 95% of the site as open space.

Building Design
The existing home is a single story structure with a detached garage and one additional accessory building. Jefferson County records show that the home was built in 1929. No redevelopment is planned at this time so the existing structures will remain on site.

Circulation and Connectivity
The site has direct access to W. 51st Avenue and Carr Street which are included in the annexation request. Any future development will address any needed road improvements at that time.

Grading and Drainage
The existing site is relatively flat. With no proposed development at this time, grading and drainage will be evaluated in greater detail with any future improvements.

Utility Services
Water service is the primary purpose of this annexation request. As noted above, the site is currently served by a failing well. While not located within any water district or service area, City of Arvada water lines are located in the adjacent streets and have the potential to serve this property. Since the water mains are existing, construction activities will be limited to that needed to install the service line connection.

Police and Fire Protection
Arvada will provide police protection to this site and Arvada Fire will provide fire protection services.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Chapter 8 of the Land Development Code, and presents the following findings:

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.	Complies	The existing single family home and the proposed R6 zoning designation is in compliance with the Suburban designation of the Comprehensive Plan.
2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.	Complies	The site is capable of being integrated into the City and all future development applications will comply with code requirements.
3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services.	Complies	Water and Sewer services are intended for residents of Arvada and these annexations will allow Arvada to continue to serve its residents rather than outside entities.

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	The proposed R6 zoning designation is in compliance with the Suburban designation of the Comprehensive Plan.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	Single family homes are an allowed land use within the R6 zone district.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	Arvada already has existing water mains in the adjacent streets and will be able to serve this property similar to other lots in the surrounding area.
4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.	Complies	The existing land use is not intended to change in the immediate future. Should future development occur, potential impacts will be evaluated at that time.
5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.	Complies	The proposed R6 zoning designation is consistent with the variety of residential uses in the area including the R-2 areas in unincorporated Jefferson County and the R13 areas within the City.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the project.

If the Planning Commission finds that a recommendation to approve the Martinez Annexations No. 1 and No. 2 and the R6 Rezoning are supported by the approval criteria, then staff recommends that the following conditions be made part of the approval:

1. Park and school dedication requirements will need to be met with any future site development.

2. The water easement will need to be fully executed prior to connecting to City water.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 8.A.6.

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: R26-018, A Resolution Accepting an Annexation Petition for Annexing Certain Land Into the City of Arvada for Residential Property Water Service, Martinez Annexation No. 2, a 1.11 Acre Parcel of Land Approximately Located at 5044 Carr Street, in the City of Arvada, County of Jefferson, State of Colorado Finding said petition Substantially Compliant with C.R.S 31-12-107 (1) and Setting a Public Hearing for April 21, 2026, 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation

Report in Brief

The property owner at 5044 Carr Street is requesting annexation into Arvada for the purpose of rectifying his failing well and connecting to City water. Contiguity requirements are being met through a serial annexation. Martinez Annexation No. 1, requested annexation of a 0.060 acre portion of Carr Street. This request for Martinez Annexation No.2 will use that contiguity to annex the remainder of the adjacent streets and the property at 5044 Carr Street. This application is being processed as DA2024-0068.

The Arvada team recommends that the City Council Approve R26-018, A Resolution Accepting an Annexation Petition for Annexing Certain Land Into the City of Arvada for Residential Property Water Service, Martinez Annexation No. 2, a 1.11 Acre Parcel of Land Approximately Located at 5044 Carr Street, in the City of Arvada, County of Jefferson, State of Colorado Finding said petition Substantially Compliant with C.R.S 31-12-107 (1) and Setting a Public Hearing for April 21, 2026 at 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation.

Financial Impact

This annexation will not have any financial impact to the City.

Background

This residential property is currently served by a failing well. In order to obtain water, the owner is requesting to annex into the City of Arvada. The total annexation area including Martinez Annexation No. 1 (0.06 acres) and Martinez Annexation No. 2 (1.11 acres) which also includes a portion of the adjacent streets, will be 1.17 acres. As such, the proposed zoning designation is R-6 (Residential 6) for medium-high density residential, which would allow up to 6 dwelling units per acre. In order to meet contiguity requirements, a serial annexation is required. Martinez Annexation No. 1 includes a small triangular portion of Carr Street. Martinez Annexation No. 2, includes the remainder of Carr Street that is adjacent to this property, all the private property associated with 5044 Carr Street and a portion of W. 51st Avenue that is also adjacent to this property. The Arvada Comprehensive Plan designates this site as Suburban Residential, which allows for a variety of residential unit types, including the existing single-family residential use. No new development is currently proposed for this site and any future development will need to be processed as a separate administrative application at a later date.

Discussion

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale

1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.	Complies	The existing single family home and the proposed R6 zoning designation is in compliance with the Suburban designation of the Comprehensive Plan.
2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.	Complies	The site is capable of being integrated into the City and all future development applications will comply with code requirements.
3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services.	Complies	Water and Sewer services are intended for residents of Arvada and these annexations will allow Arvada to continue to serve its residents rather than outside entities.

Public Contact

The required neighborhood meeting took place on December 13, 2023. The applicant, staff, and three neighbors were in attendance. Neighbors inquired about the proposed construction activities associated with the water connection and how that may impact the neighborhood. They also expressed concern with the proposed zoning designation as it would allow up to six units per acre on the site. Staff explained that in order to achieve that density, a future development application would be required and that it would need to address all development aspects of the LDC. As such, neighbors would receive notice of any future development applications and would be allowed to provide further input at that time.

Commission Recommendation

The Planning Commission voted 7-0 and recommended approval to the City Council during their public hearing on July 2, 2025.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that City Council Approve R26-018, A Resolution Accepting an Annexation Petition for Annexing Certain Land Into the City of Arvada for Residential Property Water Service, Martinez Annexation No. 2, a 1.11 Acre Parcel of Land Approximately Located at 5044 Carr Street, in the City of Arvada, County of Jefferson, State of Colorado Finding said petition Substantially Compliant with C.R.S 31-12-107 (1) and Setting a Public Hearing for April 21, 2026 at 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation.

Suggested Motion:

I move that R26-018, A Resolution Accepting an Annexation Petition for Annexing Certain Land Into the City of Arvada for Residential Property Water Service, Martinez Annexation No. 2, a 1.11 Acre Parcel of Land Approximately Located at 5044 Carr Street, in the City of Arvada, County of Jefferson, State of Colorado Finding said petition Substantially Compliant with C.R.S 31-12-107 (1) and Setting a Public Hearing for April 21, 2026 at 6:15 P.M. for City Council to Determine Whether the

Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation, be (approved) (rejected).

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Linda Hoover, Senior Planner	07/10/2025
Rob Smetana, Planning Manager	07/10/2025
Josie Suk, Development Systems and Administrative Manager	07/14/2025
Jessica Garner, Director of Community and Economic Development	07/14/2025
Gail Walker, Legal Specialist-Contracts	07/15/2025
Kelsy Sargent, Assistant City Attorney	07/15/2025
Rachel Morris, City Attorney	07/16/2025
Jessica Morales, Deputy City Attorney	07/16/2025
Linda Haley, Deputy City Manager	07/16/2025
Don Wick, City Manager	07/17/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-018

A RESOLUTION ACCEPTING AN ANNEXATION PETITION FOR ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA FOR RESIDENTIAL PROPERTY WATER SERVICE, MARTINEZ ANNEXATION NO. 2, A 1.11 ACRE PARCEL OF LAND APPROXIMATELY LOCATED AT 5044 CARR STREET, IN THE CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, FINDING SAID PETITION SUBSTANTIALLY COMPLIANT WITH C.R.S. 31-12-107(1), AND SETTING A PUBLIC HEARING FOR APRIL 21, 2026, 6:15 P.M. FOR CITY COUNCIL TO DETERMINE WHETHER THE AREA MEETS THE REQUIREMENTS OF C.R.S. 31-12-104 AND 105, AND IS CONSIDERED ELIGIBLE FOR ANNEXATION

WHEREAS, the owner of certain property located in Jefferson County, Colorado, filed a petition for annexation with the City Clerk of the City of Arvada, Colorado (the "City"), for annexation of property more particularly described below (the "subject property"), into the City limits; and

WHEREAS, having received the petition for annexation, the City Council of the City of Arvada is required under the Municipal Annexation Act of 1965, as amended, to determine whether said petition is in substantial compliance with C.R.S. Sections 31-12-107 (1), 31-12-105, 31-12-104, and if so, to follow the procedure set forth in C.R.S. Sections 31-12-108 through 111; and

WHEREAS, the City Council of the City of Arvada, having examined the filings and the petition for annexation of the subject property, and being duly advised by the City planning team, finds as follows:

1. On its face, the annexation petition is in substantial compliance with C.R.S. §31-12-107(1), as the petition contains the following:

    a. An allegation that it is desirable and necessary that the area be annexed to the City of Arvada;

    b. An allegation that the requirements of §§31-12-104 and 31-12-105 C.R.S. exist or are met.

    c. An allegation that the signer of the petition comprises the landowners of more than 50 percent of the territory included in the area and own more than fifty percent of the area proposed to be annexed, exclusive of streets and alleys and any land owned by the annexing municipality.

    d. A request that the City of Arvada approve the annexation of the area proposed to

be annexed.

e. The signature of such landowner.

f. The mailing address of such signer.

g. The legal description of the land owned by such signer.

h. The date of signing of each signature.

i. The affidavit of the circulator of the petition stating that each signature therein is the signature of the person whose name it purports to be.

2. That the annexation petition was filed with an annexation map containing the following information, and is in substantial compliance with the Municipal Annexation Act:

a. A written legal description of the boundaries of the area proposed to be annexed;

b. A map showing the boundary of the area proposed to be annexed;

c. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;

d. Next to the boundary of the area proposed to be annexed is drawn the contiguous boundary of the City of Arvada, and that the dimensions of the contiguous boundary are shown on the map.

3. That no signature on the petition is dated more than 180 days prior to the date of filing of the Petition for Annexation with the City Clerk of the City of Arvada, State of Colorado.

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

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above and finds that the annexation petition on its face is in substantial compliance with the requirements of C.R.S.§31-12-107(1).

Section 2. That the City Council hereby accepts the annexation petition for the following described unincorporated territory, situated in the County of Jefferson and State of Colorado, to wit:

See Exhibit A

Section 3. That a public hearing shall be held on the 21st day of April, 2026 at 6:15 p.m. at the Arvada City Hall for the purpose of determining and finding whether the areas proposed to be annexed meet the applicable requirements of §§31-12-104 and 31-12-105 C.R.S. and are considered eligible for annexation.

Section 4. This resolution shall be effective five days after its approval by the City Council.

APPROVED AND ADOPTED this 3rd day of March, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

Publication Dates: March 5, 2026
March 12, 2026
March 19, 2026
March 26, 2026

PETITION FOR ANNEXATION

NAME OF ANNEXATION: ***Martinez Annexation No. 2***

APPROXIMATE LOCATION: ***5044 Carr St***

PETITION FOR ANNEXATION OF UNINCORPORATED
TERRITORY IN THE COUNTY OF ***JEFFERSON***
STATE OF COLORADO, TO THE CITY OF ARVADA,
STATE OF COLORADO

TO THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

The undersigned in accordance with the Municipal Annexation Act of 1965, Chapter 31, Article 12, C.R.S. 1973, as amended, hereby petitions the City Council of the City of Arvada for annexation to the City of Arvada of the following described unincorporated territory located in the County of Jefferson, State of Colorado, to wit:

LEGAL DESCRIPTION (See Exhibit A)

In support of the said Petition, your Petitioners allege that:

1. It is desirable and necessary that the above-described territory be annexed to the City of Arvada.

2. No less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Arvada.

3. A community of interest exists between the territory proposed to be annexed and the City of Arvada.

4. The territory proposed to be annexed is urban or will be urbanized in the future.

5. The territory proposed to be annexed is integrated or is capable of being integrated with the City of Arvada.

6. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

a. is divided into separate parts or parcels without the written consent of the landowner or landowners thereof.

b. comprising twenty acres or more which, together with the buildings and improvements situated thereon, has an assessed value in excess of two-hundred thousand dollars for an ad valorem tax purpose for the year preceding the annexation is included within the territory proposed to be annexed, without the written consent of the landowner or landowners thereof.

7. No annexation proceedings have been commenced by another municipality for the annexation of part or all of the area proposed herein to be annexed to Arvada.

8. Annexation of the territory proposed to be annexed will not result in detachment of area from any school district and the attachment of the same to another school district.

9. Annexation of the area proposed to be annexed will not have the effect of extending the City of Arvada's municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year.

10. No portion of a platted street or alley lies within the boundaries of the area proposed to be annexed, unless the entire width of said street or alley has been included within the boundaries of the area to be annexed.

11. The Signers of the Petition comprise more than fifty percent of the landowners in the area to be annexed and are the landowners of more than fifty percent of the territory included in the area proposed to be annexed, excluding public streets and alleys and any land owned by the annexing municipality.

12. All other requirements of Section 31-12-104 and 31-12-105, C.R.S., exist or have been met.

13. The mailing address of the Signer, the legal description of the land owned by such signer, and the date of signing of such signature are all shown on this Petition.

14. Attached to this Petition is the Affidavit of Circulator of this Petition that the signature hereon is the signature of the person whose name it purports to be.

[Signature Pages to Follow]

Your Petitioners further request that the City of Arvada approve the annexation of the area proposed to be annexed.

Owner's Signature: _____

Name: Orlando Martinez, Sr.

Title: Owner

Owner's Name: Orlando Sr Properties, LLC

Address: 10355 Montview Blvd.,
Aurora, CO 80010

Date of signing: _____

Owner's Signature: _____

Name: Andy Kerr

Title: Chair, Board of County Commissioners

Owner's Name: County of Jefferson, State of Colorado

Address: 100 Jefferson County Parkway, Golden, CO 80419

Date of signing: 1/22/2026

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)

) ss.

COUNTY OF Jefferson)

Nicholas Nelson, being duly sworn, upon oath, deposes and states:

1. That the affiant circulated the Petition for Annexation for the purpose of obtaining the signature(s) of the above Petitioner(s).

2. That each signature thereon is the signature of the person whose name it purports to be.

Circulator

NOTARY CERTIFICATE

STATE OF COLORADO)

) ss.

COUNTY OF Jefferson)

Subscribed and sworn to before me this 26th day of January, 2026.

(SEAL)

Witness my hand and seal:

My commission expires: 11/21/2028

NICOLE KATHERINE ALBER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20164005333
MY COMMISSION EXPIRES 11/21/2028

5182602.4

EXHIBIT A

Legal Description of Property to be Annexed

Parcel No. 1:

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 00°16'20" WEST, COINCIDENT WITH THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 329.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°25'33" EAST, COINCIDENT WITH THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED MAY 2, 2007 AS RECEPTION NO. 2007049834 IN THE RECORDS OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY, COLORADO AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 330.08 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 00°21'24" WEST, COINCIDENT WITH THE EAST LINE OF SAID PARCEL AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 137.14 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WEST 51ST AVENUE AS DESCRIBED IN DEED RECORDED APRIL 21, 1926 IN BOOK 285 AT PAGE 295, AND IN DEED RECORDED OCTOBER 20, 1961 IN BOOK 1417 AT PAGE 387 IN THE RECORDS OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY, COLORADO; THENCE SOUTH 89°25'43" WEST, COINCIDENT WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 299.87 FEET TO THE EAST RIGHT-OF-WAY LINE OF CARR STREET AS DESCRIBED IN SAID DEED; THENCE NORTH 00°16'20" WEST, COINCIDENT WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 120.25 FEET TO THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED OCTOBER 23, 1903 IN BOOK 126 AT PAGE 559 IN THE RECORDS OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY, COLORADO; ALSO BEING THE EAST LINE OF MARTINEZ ANNEXATION NO. 1; THENCE SOUTH 08°27'01" WEST, COINCIDENT WITH SAID EAST LINE, A DISTANCE OF 131.88 FEET; THENCE NORTH 10°06'30" WEST, COINCIDENT WITH THE WEST LINE OF MARTINEZ ANNEXATION NO. 1, A DISTANCE OF 117.08 FEET TO THE WEST RIGHT-OF-WAY LINE OF CARR STREET AND THE NORTHEAST CORNER OF LOT 13, AS SHOWN ON THE PLAT OF WARNER & ARNETTS GARDENS RECORDED APRIL 27, 1907 AS RECEPTION NO. 772872 IN THE RECORDS OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY, COLORADO; THENCE SOUTH 00°16'20" EAST, DEPARTING THE BOUNDARY OF MARTINEZ ANNEXATION NO. 1 AND COINCIDENT WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 242.62 FEET; THENCE NORTH 89°25'33" EAST, A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING.

PETITION FOR ANNEXATION

NAME OF ANNEXATION: ***Martinez Annexation No. 2***

APPROXIMATE LOCATION: ***5044 Carr St***

PETITION FOR ANNEXATION OF UNINCORPORATED
TERRITORY IN THE COUNTY OF ***JEFFERSON***
STATE OF COLORADO, TO THE CITY OF ARVADA,
STATE OF COLORADO

TO THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

The undersigned in accordance with the Municipal Annexation Act of 1965, Chapter 31, Article 12, C.R.S. 1973, as amended, hereby petitions the City Council of the City of Arvada for annexation to the City of Arvada of the following described unincorporated territory located in the County of Jefferson, State of Colorado, to wit:

LEGAL DESCRIPTION (See Exhibit A)

In support of the said Petition, your Petitioners allege that:

1. It is desirable and necessary that the above-described territory be annexed to the City of Arvada.
2. No less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Arvada.
3. A community of interest exists between the territory proposed to be annexed and the City of Arvada.
4. The territory proposed to be annexed is urban or will be urbanized in the future.
5. The territory proposed to be annexed is integrated or is capable of being integrated with the City of Arvada.
6. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

a. is divided into separate parts or parcels without the written consent of the landowner or landowners thereof.

b. comprising twenty acres or more which, together with the buildings and improvements situated thereon, has an assessed value in excess of two-hundred thousand dollars for an ad valorem tax purpose for the year preceding the annexation is included within the territory proposed to be annexed, without the written consent of the landowner or landowners thereof.

7. No annexation proceedings have been commenced by another municipality for the annexation of part or all of the area proposed herein to be annexed to Arvada.

8. Annexation of the territory proposed to be annexed will not result in detachment of area from any school district and the attachment of the same to another school district.

9. Annexation of the area proposed to be annexed will not have the effect of extending the City of Arvada's municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year.

10. No portion of a platted street or alley lies within the boundaries of the area proposed to be annexed, unless the entire width of said street or alley has been included within the boundaries of the area to be annexed.

11. The Signers of the Petition comprise more than fifty percent of the landowners in the area to be annexed and are the landowners of more than fifty percent of the territory included in the area proposed to be annexed, excluding public streets and alleys and any land owned by the annexing municipality.

12. All other requirements of Section 31-12-104 and 31-12-105, C.R.S., exist or have been met.

13. The mailing address of the Signer, the legal description of the land owned by such signer, and the date of signing of such signature are all shown on this Petition.

14. Attached to this Petition is the Affidavit of Circulator of this Petition that the signature hereon is the signature of the person whose name it purports to be.

[Signature Pages to Follow]

Your Petitioners further request that the City of Arvada approve the annexation of the area proposed to be annexed.

Owner's Signature: _____

Name: Orlando Martinez, Sr.

Title: Owner

Owner's Name: Orlando Sr Properties, LLC

Address: 10355 Montview Blvd.,
Aurora, CO 80010

Date of signing: DEC 29 2025

Owner's Signature: _____

Name: _____

Title: _____

Owner's Name: County of Jefferson

Address: _____

Date of signing: _____

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)

) ss.

COUNTY OF Denver)

Katherine Struthers, being duly sworn, upon oath, deposes and states:

1. That the affiant circulated the Petition for Annexation for the purpose of obtaining the signature of Orlando Martinez, Sr., as authorized representative of Orlando Sr Properties, LLC, one of the above Petitioners.

2. That the signature of Orlando Martinez, Sr., on the above Petition is the signature of the person whose name it purports to be.

Circulator

NOTARY CERTIFICATE

STATE OF COLORADO)

) ss.

COUNTY OF Denver)

Subscribed and sworn to before me this 26th day of January, 2024.

(SEAL)

Witness my hand and seal: Pamala A. Thomas

My commission expires:

PAMALA A THOMAS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214031096
MY COMMISSION EXPIRES AUGUST 4, 2029

5182602.4

EXHIBIT A

Legal Description of Property to be Annexed

Parcel No. 1:

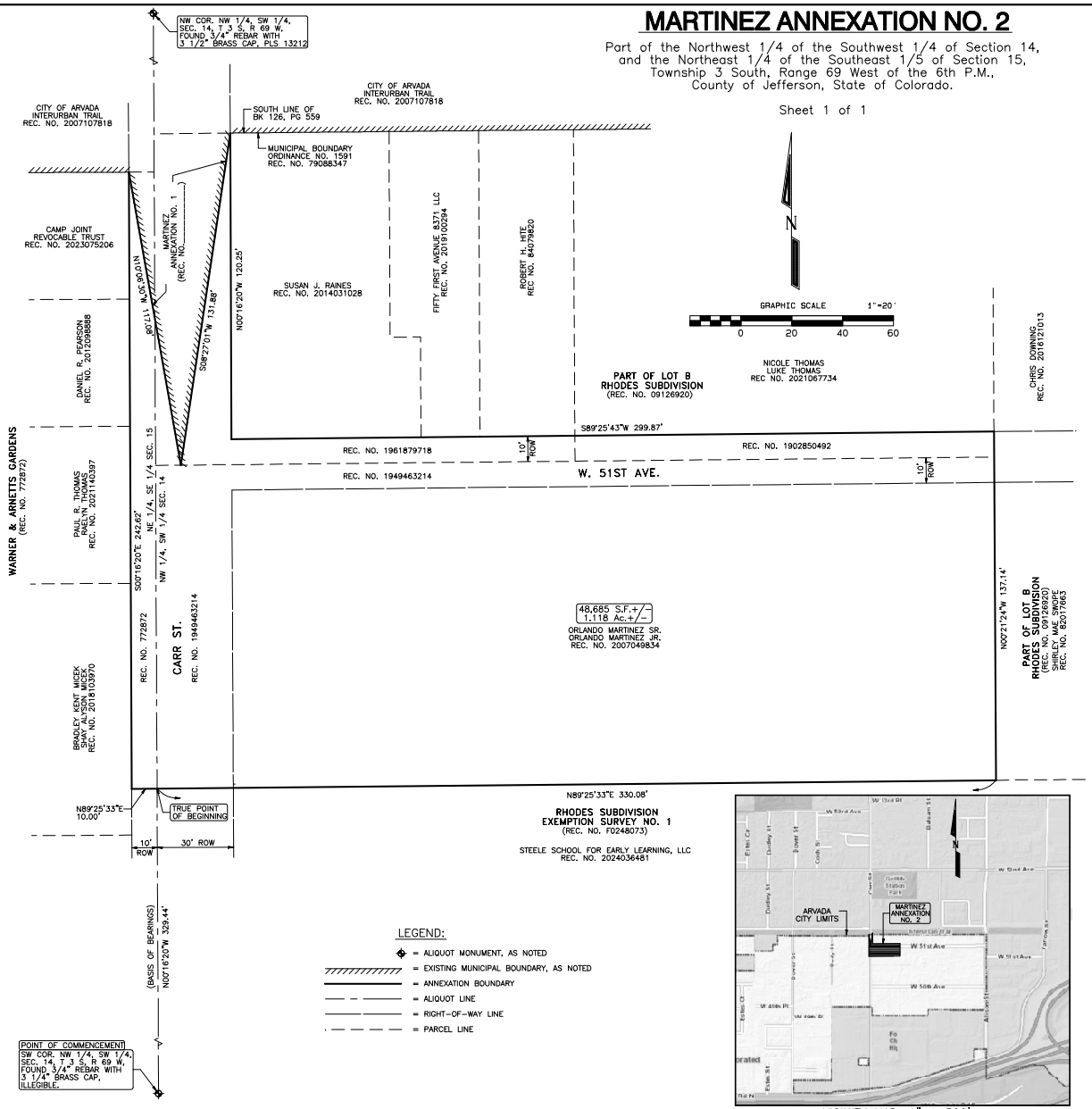
A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 00°16'20" WEST, COINCIDENT WITH THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 329.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°25'33" EAST, COINCIDENT WITH THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED MAY 2, 2007 AS RECEPTION NO. 2007049834 IN THE RECORDS OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY, COLORADO AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 330.08 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 00°21'24" WEST, COINCIDENT WITH THE EAST LINE OF SAID PARCEL AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 137.14 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WEST 51ST AVENUE AS DESCRIBED IN DEED RECORDED APRIL 21, 1926 IN BOOK 285 AT PAGE 295, AND IN DEED RECORDED OCTOBER 20, 1961 IN BOOK 1417 AT PAGE 387 IN THE RECORDS OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY, COLORADO; THENCE SOUTH 89°25'43" WEST, COINCIDENT WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 299.87 FEET TO THE EAST RIGHT-OF-WAY LINE OF CARR STREET AS DESCRIBED IN SAID DEED; THENCE NORTH 00°16'20" WEST, COINCIDENT WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 120.25 FEET TO THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED OCTOBER 23, 1903 IN BOOK 126 AT PAGE 559 IN THE RECORDS OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY, COLORADO; ALSO BEING THE EAST LINE OF MARTINEZ ANNEXATION NO. 1; THENCE SOUTH 08°27'01" WEST, COINCIDENT WITH SAID EAST LINE, A DISTANCE OF 131.88 FEET; THENCE NORTH 10°06'30" WEST, COINCIDENT WITH THE WEST LINE OF MARTINEZ ANNEXATION NO. 1, A DISTANCE OF 117.08 FEET TO THE WEST RIGHT-OF-WAY LINE OF CARR STREET AND THE NORTHEAST CORNER OF LOT 13, AS SHOWN ON THE PLAT OF WARNER & ARNETTS GARDENS RECORDED APRIL 27, 1907 AS RECEPTION NO. 772872 IN THE RECORDS OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY, COLORADO; THENCE SOUTH 00°16'20" EAST, DEPARTING THE BOUNDARY OF MARTINEZ ANNEXATION NO. 1 AND COINCIDENT WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 242.62 FEET; THENCE NORTH 89°25'33" EAST, A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING.

MARTINEZ ANNEXATION NO. 2

Part of the Northwest 1/4 of the Southwest 1/4 of Section 14,
and the Northeast 1/4 of the Southeast 1/5 of Section 15,
Township 3 South, Range 69 West of the 6th P.M.,
County of Jefferson, State of Colorado.

Sheet 1 of 1



VICINITY MAP: 1" = 500'

LEGEND:

- ⊕ = ALIQUOT MONUMENT, AS NOTED
- = EXISTING MUNICIPAL BOUNDARY, AS NOTED
- = ANNEXATION BOUNDARY
- = ALIQUOT LINE
- = RIGHT-OF-WAY LINE
- = PARCEL LINE

PROPERTY DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 00°16'20" WEST, COINCIDENT WITH THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 329.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°25'33" EAST, COINCIDENT WITH THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED MAY 2, 2007 AS RECEPTION NO. 2007049834 IN THE RECORDS OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY, COLORADO AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 330.08 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 00°21'24" WEST, COINCIDENT WITH THE EAST LINE OF SAID PARCEL AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 137.14 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WEST 51ST AVENUE AS DESCRIBED IN DEED RECORDED APRIL 21, 1926 AS RECEPTION NO. 1902850492 AND IN DEED RECORDED JUNE 27, 1949 AS RECEPTION NO. 463214 IN THE RECORDS OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY, COLORADO; THENCE SOUTH 89°25'43" WEST, COINCIDENT WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 299.87 FEET TO THE EAST RIGHT-OF-WAY LINE OF CARR STREET AS DESCRIBED IN SAID DEED; THENCE NORTH 00°16'20" WEST, COINCIDENT WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 120.25 FEET TO THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED OCTOBER 23, 1903 IN BOOK 126 AT PAGE 559 IN THE RECORDS OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY, COLORADO; ALSO BEING THE EAST LINE OF MARTINEZ ANNEXATION NO. 1; THENCE SOUTH 08°27'01" WEST, COINCIDENT WITH SAID EAST LINE, A DISTANCE OF 131.88 FEET; THENCE NORTH 10°06'30" WEST, COINCIDENT WITH THE WEST LINE OF MARTINEZ ANNEXATION NO. 1, A DISTANCE OF 117.08 FEET TO THE WEST RIGHT-OF-WAY LINE OF CARR STREET AND THE NORTHEAST CORNER OF LOT 13, AS SHOWN ON THE PLAT OF WARNER & ARNETTS GARDENS RECORDED APRIL 27, 1907 AS RECEPTION NO. 772872 IN THE RECORDS OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY, COLORADO; THENCE SOUTH 00°16'20" EAST, DEPARTING THE BOUNDARY OF MARTINEZ ANNEXATION NO. 1 AND COINCIDENT WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 242.62 FEET; THENCE NORTH 89°25'33" EAST, A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 48,685 SQUARE FEET OR 1.118 ACRES, MORE OR LESS.

NOTES:

1) BASIS OF BEARING: THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M., IN JEFFERSON COUNTY, COLORADO IS ASSUMED TO BEAR NORTH 00°16'20" WEST BEING MONUMENTED ON THE SOUTH END BY A 3/4" REBAR WITH 3 1/4" BRASS CAP, ILLEGIBLE, AND ON THE NORTH END BY A 3/4" REBAR WITH 3 1/2" BRASS CAP, PLS 13212 IN MONUMENT BOX, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

2) CERTIFICATION DEFINED: THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE PRACTICE OF LAND SURVEYING, CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OF FINDINGS WHICH ARE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED.

3) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTIONS BASED UPON A DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

4) ALL DISTANCES SHOWN HEREON ARE REPORTED IN U.S. SURVEY FEET.

5) THE CITY OF ARVADA IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE SURVEY DATA SHOWN HEREIN. THE CITY OF ARVADA'S REVIEW IS FOR GENERAL COMPLIANCE WITH ARVADA'S LAND DEVELOPMENT CODE. THE CITY OF ARVADA, THROUGH THE ACCEPTANCE OF THE ANNEXATION MAP, ASSUMES NO RESPONSIBILITY FOR COMPLETENESS AND/OR ACCURACY OF THE ANNEXATION MAP. THE ACCURACY OF SURVEY INFORMATION INCLUDING BOUNDARY INFORMATION, MONUMENTATION, LOT LINES, ETC. IS THE SOLE RESPONSIBILITY OF THE LICENSED SURVEYOR NAMED HEREIN.

SURVEYOR'S STATEMENT:

I, CURTIS D. HOOS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT AN ANNEXATION MAP WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF THE ACCOMPANYING ANNEXATION MAP ACCURATELY AND PROPERLY SHOWS THE PROPERTY DETERMINED BY THIS SURVEY ENROACHMENTS, EASEMENTS, RIGHT OF WAY OR PASSAGEWAYS ACROSS SAID PROPERTY THAT ARE IN EVIDENCE OR KNOWN TO ME, ARE AS SHOWN TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. THIS SURVEY, AND THE INFORMATION SHOWN HEREON ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

CURTIS D. HOOS PLS 37971
FOR AND ON BEHALF OF:
AMERICAN WEST LAND SURVEYING CO.
A COLORADO CORPORATION

CONTIGUITY STATEMENT:

THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUTES §31-12-104-(1)(A) THAT ONE-SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 1388.92 L.F.

ONE-SIXTH OF TOTAL PERIMETER OF AREA = 231.49 L.F.

PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 248.96 L.F.

THE TOTAL CONTIGUOUS PERIMETER IS 18%, WHICH EXCEEDS THE 1/6 AREA REQUIRED.

APPROVAL CERTIFICATE:

APPROVED FOR FILING BY THE CITY OF ARVADA THIS _____ DAY OF _____ , 20_____.

_____ ATTEST: _____
MAYOR CITY CLERK

ORDINANCE NUMBER(S)_____

CLERK AND RECORDER'S CERTIFICATE:

_____
RECEPTION NUMBER

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY, AT GOLDEN COLORADO

ON THIS _____ DAY OF _____ , 20 _____ AT _____ O.CLOCK.

BY: _____
JEFFERSON COUNTY CLERK AND RECORDER DEPUTY CLERK

American West
Land Surveying Co.
A Colorado Corporation
PO Box 129, Brighton, CO 80601 * P:303-659-1532 F:303-655-0575 * amwestls.com

REVISION	DATE	
		SCALE 1" = 20'
		DATE: FEB 25, 2025
		DRAWN BY: CDH
		CHECKED BY: MJH
		CLIENT: MARTINEZ
		JOB NO. 25-
		FILE: D:\SURVEYS\Q-R\Rhodes\5044 CARR ST_ANNEX_NO2.pro

City of Arvada
Community and Economic Development Department
PUBLIC HEARING STAFF REPORT

Martinez Annexation No. 1 and No.2
Annexation and Rezoning
DA2024-0068

NATURE OF REQUEST

This 0.88 acre property is currently served by a failing well. In order to obtain water, the owner is requesting to annex into the City of Arvada. The total annexation area including a portion of the adjacent streets will be 1.17 acres. As such the proposed zoning designation is R-6 (Residential 6) for medium-high density residential which would allow up to 6 dwelling units per acre. No subdivision is currently proposed and any future subdivision will need to be processed as a separate administrative application at a later date.

LOCATION AND HISTORY

The property is located at the southeast corner of W. 51st Avenue and Carr Street and is more specifically located at 5044 Carr Street.

NEIGHBORHOOD MEETING

Division 8-2-2 of the Land Development Code (LDC) requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for this project took place on December 13, 2023. The applicant, staff, and three neighbors were in attendance. The applicant explained that the intent of the annexation was to obtain water service. Neighbors inquired about the proposed construction activities associated with the water connection and how that may impact the neighborhood. They also expressed concern with the proposed zoning designation as it would allow up to six units per acre on the site. Staff explained that in order to achieve that density, a future development application would be required and that it would need to address all development aspects of the LDC. As such, neighbors would receive notice of any future development applications and would be allowed to provide further input at that time. No new development is currently proposed for this site.

The applicant prepared a summary of the meeting, which is attached.

PUBLIC NOTIFICATION

Division 8-2-4 of the Land Development Code requires public notification for all public hearings as follows:

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1000 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

DEVELOPMENT REVIEW TIMELINE

The project was submitted on August 5, 2024 and went through three rounds of review.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

ZONING AND LAND USE

This residential property is currently served by a failing well. In order to obtain water, the owner is requesting to annex into the City of Arvada. The total annexation area including a portion of the adjacent streets will be 1.17 acres. As such the proposed zoning designation is R-6 (Residential 6) for medium-high density residential which would allow up to 6 dwelling units per acre. No subdivision is currently proposed and any future subdivision will need to be processed as a separate administrative application at a later date. The Arvada Comprehensive Plan designates this site as Suburban Residential which allows for a variety of residential unit types. The subject property is currently zoned R-2 in unincorporated Jefferson County and is proposed for R6 under Arvada's LDC.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North	R-2 Unincorporated Jefferson County and R-13 in Arvada	Arvada's current jurisdictional boundary is approximately 140 feet north of this site. An open space trail corridor borders that boundary with R-13 zoning farther north.
South	R-2 Unincorporated Jefferson County	Immediately south of this site is an early learning preschool
All others	R-2 Unincorporated Jefferson County	The site is surrounded by a variety of single family lot sizes in Jefferson County

PROJECT ANALYSIS

Annexation
Due to the contiguity requirements of State Statutes, annexation of this property will need to occur as a serial annexation in two phases. Martinez Annexation No. 1 will annex a triangle portion of Carr Street. This will then provide adequate contiguity for Martinez Annexation No. 2 to include the remaining portion of Carr Street (adjacent to the property), the right-of-way for W. 51st Avenue (adjacent to this site) and all the private land associated with 5044 Carr Street.

Compliance with the Comprehensive Plan
The Comprehensive Plan designation for the property is Suburban which allows for a variety of residential uses and as such, the existing home is in compliance with the Suburban designation.

Compliance with Other Applicable Plans
No other plans apply to this site.

Setbacks
With the proposed R6 designation, any future development would follow the applicable LDC designation in the housing palette. Under the urban classification for single family homes, the minimum street setback is 15 feet, the side setbacks are five feet and the rear setbacks are ten feet. The existing single family home meets the minimum 15 foot setback on Carr Street. However, the existing garage adjacent to W. 51st Avenue is approximately five feet from the right-of-way and would be allowed as a non-conforming structure. The existing home is well below the maximum 60% lot coverage.

Building Height
The R6 zone district has a maximum building height of 35 feet. The existing one story single family home is far below the maximum allowed height.

Parks and School Dedication
This site lies within the Jefferson County R-1 School District. The LDC requires park and school dedication in conjunction with development projects. Should development occur in the future, park and school dedication requirements will need to be met at that time.

Open Space
Per the LDC, a minimum of 20% of the site should remain as open space/landscaping. The current site configuration has a 1,593 square foot home on the 0.88 acre property, which leaves approximately 95% of the site as open space.

Building Design
The existing home is a single story structure with a detached garage and one additional accessory building. Jefferson County records show that the home was built in 1929. No redevelopment is planned at this time so the existing structures will remain on site.

Circulation and Connectivity
The site has direct access to W. 51st Avenue and Carr Street which are included in the annexation request. Any future development will address any needed road improvements at that time.

Grading and Drainage
The existing site is relatively flat. With no proposed development at this time, grading and drainage will be evaluated in greater detail with any future improvements.

Utility Services
Water service is the primary purpose of this annexation request. As noted above, the site is currently served by a failing well. While not located within any water district or service area, City of Arvada water lines are located in the adjacent streets and have the potential to serve this property. Since the water mains are existing, construction activities will be limited to that needed to install the service line connection.

Police and Fire Protection
Arvada will provide police protection to this site and Arvada Fire will provide fire protection services.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Chapter 8 of the Land Development Code, and presents the following findings:

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.	Complies	The existing single family home and the proposed R6 zoning designation is in compliance with the Suburban designation of the Comprehensive Plan.
2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.	Complies	The site is capable of being integrated into the City and all future development applications will comply with code requirements.
3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services.	Complies	Water and Sewer services are intended for residents of Arvada and these annexations will allow Arvada to continue to serve its residents rather than outside entities.

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	The proposed R6 zoning designation is in compliance with the Suburban designation of the Comprehensive Plan.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	Single family homes are an allowed land use within the R6 zone district.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	Arvada already has existing water mains in the adjacent streets and will be able to serve this property similar to other lots in the surrounding area.
4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.	Complies	The existing land use is not intended to change in the immediate future. Should future development occur, potential impacts will be evaluated at that time.
5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.	Complies	The proposed R6 zoning designation is consistent with the variety of residential uses in the area including the R-2 areas in unincorporated Jefferson County and the R13 areas within the City.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the project.

If the Planning Commission finds that a recommendation to approve the Martinez Annexations No. 1 and No. 2 and the R6 Rezoning are supported by the approval criteria, then staff recommends that the following conditions be made part of the approval:

1. Park and school dedication requirements will need to be met with any future site development.

2. The water easement will need to be fully executed prior to connecting to City water.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 8.A.7.

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: R26-019, A Resolution Authorizing an Agreement Between the City of Arvada and Metta Urban Design LLC for Professional Services Relating to the Management and Development of the Comprehensive Plan in an Amount Not to Exceed $700,000 in the First Year

Report in Brief

PRESENTER: Jessica Garner, Community and Economic Development Director

R26-019 Authorizes the City of Arvada to acquire professional consulting services to manage and develop the creation of a new Comprehensive Plan. Since the creation of the current 2014 Arvada Comprehensive Plan, the City has experienced residential growth, housing affordability challenges, and adopted a new Land Development Code (LDC) in 2020. With the 2014 Comprehensive Plan substantively implemented, this effort provides the opportunity for the City to engage residents and interested parties in a planning process to envision the next 10-20 years of Arvada's future.

The Arvada team recommends that City Council approve R26- 019, A Resolution Authorizing an Agreement Between the City of Arvada and Metta Urban Design LLC for Professional Services Relating to the Management and Development OF THE COMPREHENSIVE Plan in an Amount Not to Exceed $700,000 in the First Year.

Financial Impact

The City Council authorized funding for the development of a new Comprehensive Plan for the City as part of the 2025-2026 budget.

Background

The City Council authorized funding for the development of a new Comprehensive Plan for the City as part of the 2025-2026 budget.

Discussion

Since the creation of the current 2014 Arvada Comprehensive Plan, the city has experienced residential growth, housing affordability challenges, and adopted a new Land Development Code (LDC) in 2020. Additionally, the 2014 Arvada Comprehensive Plan is substantively implemented, suggesting a need for updated policy direction to inform departmental work programs.

The Comprehensive Plan offers an opportunity to engage with community members and decision-makers on these and other topics, and will improve alignment with other recently completed plans, including the City Council Strategic Plan, Housing Strategic Plan, Transportation System Plan, Infrastructure Plan, and others.

The City of Arvada has identified a consultant team that has extensive experience in preparing comprehensive plans, a proven ability to assess the City’s current conditions, a creative approach to the development and prioritization of effective goals and strategies, a history of achieving innovative and inclusive public engagement, effective communication strategies, and knowledge of state and federal regulations.

Project completion is anticipated in September/October 2027.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

Update of the Comprehensive Plan is consistent with Community and Economic Development (CED) Department goals as outlined in the Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that City Council approve R26-019, A Resolution Authorizing an Agreement Between the City of Arvada and Metta Urban Design LLC for Professional Services Relating to the Management and Development of the Comprehensive Plan in an Amount Not to Exceed $700,000 in the First Year.

Suggested Motion:

I move that R26-019, A Resolution Authorizing an Agreement Between the City of Arvada and Metta Urban Design LLC for Professional Services Relating to the Management and Development of the Comprehensive Plan in an Amount Not to Exceed $700,000 in the First Year, be (approved) (rejected).

Prepared by:
Dixielee Rodriguez, Administrative Specialist

Reviewed by:

Approved by:

Paul Donegan, Long Range Senior Planner	02/10/2026
Rob Smetana, Planning Manager	02/10/2026
Josie Suk, Development Systems and Administrative Manager	02/10/2026
Jessica Garner, Director of Community and Economic Development	02/11/2026
Gail Walker, Legal Specialist-Contracts	02/11/2026
Kelsy Sargent, Assistant City Attorney	02/12/2026
Rachel Morris, City Attorney	02/17/2026
Allison Scheck, Deputy City Manager	02/17/2026
Don Wick, City Manager	02/17/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-019

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF ARVADA AND METTA URBAN DESIGN LLC FOR PROFESSIONAL SERVICES RELATING TO THE MANAGEMENT AND DEVELOPMENT OF THE COMPREHENSIVE PLAN IN AN AMOUNT NOT TO EXCEED $700,000.00 IN THE FIRST YEAR

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 3rd day of March, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

AN AGREEMENT BETWEEN THE CITY OF ARVADA AND METTA URBAN DESIGN LLC FOR PROFESSIONAL SERVICES RELATING TO THE MANAGEMENT AND DEVELOPMENT OF THE COMPREHENSIVE PLAN IN AN AMOUNT NOT TO EXCEED $700,000.00 IN THE FIRST YEAR

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 Metta Urban Design LLC, a Colorado limited liability company whose principal place of business is located at 191 University, #678, Denver, CO 80206 ("Consultant" or "Contractor"). The Parties may be referred to individually as a "Party" and collectively as the "Parties."

2. RECITALS AND PURPOSE.

2.1. Arvada requires a qualified consultant entity to manage and develop the creation of a new Comprehensive Plan Update for the City of Arvada.

2.2. On or about October 27, 2025, Arvada issued a request for proposal ("RFP 25-CED-090"), seeking responses from qualified entities to provide professional services as described in Sec. 2.1 ("the Work").

2.3. Consultant has extensive experience in planning, zoning, housing, infrastructure, and equity. On or about November 24, 2025, Consultant submitted its proposal in response to Arvada's RFP 25-CED-090 ("Response").

2.4. Arvada has determined that Consultant has the requisite background, skill, expertise, and insurance to provide the requested professional and other related services, under the terms and conditions more fully set forth below.

2.5. Arvada and Consultant agree that Arvada contemplates using Consultant as a Consultant for the Work as described in the Contract Documents. However, Arvada and Consultant acknowledge and agree that Arvada may, at its sole discretion, use other Consultants to perform similar professional services, and that this Agreement in no way limits Arvada from hiring other consultants or constitutes a contract for exclusive services from Consultant.

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-CED-090 including General Terms and Conditions;

Exhibit B: Addendum No. 1 25-CED-090; and

Exhibit C: Consultant's 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 B**, and then **Exhibit C** in that order.

3.2.1. Contradictory terms. In no event may any contradictory term or provision contained in **Exhibit C** supersede the provisions of this Agreement or **Exhibit A** and **Exhibit B**. Any such contradictory term or provision shall be null and void.

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 until all work required pursuant to **Exhibit A** is completed, unless otherwise agreed to in writing by the Parties, and subject to availability of funds.

4.2.1. Termination. Notwithstanding the above, 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**.

5. COMPENSATION.

5.1. Payment. Arvada shall pay Consultant for the Work requested by Arvada and rendered by Consultant under this Agreement in an amount not to exceed $700.000.00.

5.1.1. Itemized invoices. Consultant shall submit itemized monthly invoices to Arvada for actual services that have been accepted by Arvada and performed by Consultant. Payment by Arvada will be due NET 30 days.

5.2. Other services. While Arvada has listed the primary requirements for its solicitation in the RFP 25-CED-090, Arvada may, during the term of this Agreement, wish to purchase other related services identified and offered by Consultant, based upon the pricing and fee amounts contained in the Contract Documents.

6. **SCOPE OF SERVICES.** Consultant shall perform the Work as described in the Contract Documents or as amended by the mutual consent of the Parties in writing. The Scope of Work is reflected in **Exhibit A.** 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. **TERMS AND CONDITIONS IN CONTRACT DOCUMENTS.** Consultant affirms that it has read and is familiar with all of the Contract Documents including the General 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.

   7.1. Ownership of work product. Consultant agrees that the Work is made for hire as encompassed by 17 U.S.C. § 201(b), and further agrees that Arvada owns or otherwise hold all rights comprised in any and all copyrights in the Work created or developed under the Agreement, including the rights to any written report drafted by Consultant under this Agreement. Consultant acknowledges that other provisions relating to the ownership of the Work are set forth in **Exhibit A**, and are binding on Consultant.

8. **PERFORMANCE MEASURES.** The Performance Measures for this Agreement shall be those proposed by Consultant in its Response and accepted by Arvada.

9. **PROJECT OWNERS.** Arvada designates Paul Donegan (pdonegan@arvada.org) as Arvada's Project Owner and will be Arvada's responsible staff member to provide direction to Consultant during the course of the Work. Arvada reserves the right to change the Project Owner(s) at its discretion and will promptly notify Consultant of any such change in writing. Consultant designates Samantha Suter (Samantha@mettaurbandesign.com) as Consultant's Project Owner and will be Consultant's primary contact person during the course of this Agreement. Consultant may change the Project Owner(s) with Arvada's prior written approval.

10. **INSURANCE.** Consultant 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 Consultant under the terms of the Contract Documents. Consultant's failure to secure and maintain sufficient insurance at any time during the pendency of this Agreement do not relieve Consultant of its obligations under this provision; Contractor's failure to fulfill the obligations of this section will make the Consultant the *per se* insurer.

11. **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.

12. **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.

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

14. **BINDING AUTHORITY.** Consultant represents and affirms that the signature page hereof accurately states the full legal name of Consultant (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Consultant, and in all other respects is effective to bind Consultant, 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.

15. **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_____, 2026.

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: _____

METTA URBAN DESIGN LLC

_____
Samantha Suter
Owner/Principal
samantha@mettaurbandesign.com

Exhibit A

AN AGREEMENT BETWEEN THE CITY OF ARVADA AND METTA URBAN DESIGN LLC FOR PROFESSIONAL SERVICES RELATING TO THE MANAGEMENT AND DEVELOPMENT OF THE COMPREHENSIVE PLAN IN AN AMOUNT NOT TO EXCEED $700,000.00 IN THE FIRST YEAR

REQUEST FOR PROPOSAL

Proposal #:	**25-CED-090**
Title:	**Comprehensive Plan Update**
RFP Issued:	10/27/2025
Pre-proposal Meeting:	11/04/2025 12:00 PM – 1:00 PM MDT, Virtual Join Zoom Meeting https://arvadaco-gov.zoom.us/j/85628657214?pwd=P6PaD4dGSqmyOm8AlXjqKbhN58fxzp.1 Meeting ID: 856 2865 7214 Passcode: 036969
Question Deadline:	11/13/2025 2:00 PM MDT Questions must be submitted through BidnetDirect.com. Responses will be posted on Bidnet via addendum.
Proposals Due By:	**11/25/2025 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.
Projected Start Date:	December 2025

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.

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 3
Insurance Requirements	page 4
Administrative instructions and Evaluation Criteria	page 6
Statement of Work	page 8
Required Vendor Submittal Form, Submittal Checklist	page 12
Performance Measures Form	page 14

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. NO OPTION TO RENEW FOR SUBSEQUENT YEARS

The prices or discounts quoted in this Solicitation shall prevail for two years from the effective date of the contract with option for extension.

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.

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.

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 f**or limits not less than $1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

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

- 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.

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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 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.

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:

1) Firm and Project Team Capabilities, Experience and Qualifications
2) Scope of Submission
3) Project Approach
4) Community Engagement and Participation Plan
5) Project Timeline

Exceptions to specifications or terms and conditions may result in submission being deemed non-responsive.

7. PRESENTATIONS

A second phase MAY be incorporated, in which the Committee will invite a limited number of vendors who received high scores during phase one, to provide an oral presentation. The evaluative score from the oral presentations will determine the top rated vendor(s).

8. PROPOSAL FORMAT REQUIREMENTS

Written proposal should include the information in the format outlined below and be limited to no more than thirty (30) 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 one 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.

a. Cover & Executive Summary
b. Detail Firms and assigned staff capabilities, experience, and qualifications:
   1. Provide specific information regarding the Firm and project team's experience and capabilities on similar projects or related services. Focus, to the greatest extent possible, on the Firm and project team's past or present experience with projects similar to this scope. Provide a summary of the Firm and project team local in-house capabilities in all disciplines that may be applicable.
   2. Provide resumes for key personnel working for the Firm, not to exceed one (1) page per resume. Each resume should include the following details: Professional's name, contact information with the Firm, length of time working with the current Firm, academic background and/or licensure and certifications held by the Professional, and project experience similar to the scope of work contained herein.
   3. Provide an organizational chart that identifies each of the project members and the respective reporting hierarchy.
   4. The City desires to work with one point of contact within the Firm or company. The Project Manager shall be one individual that shall have the responsibility for items such as oversight of the schedule, deliverables and budget, meeting attendance, as well as all other requirements as set forth in the specific requirements as needed.
   5. Provide a list of completed projects of similar size and nature within the last five (5) years. The project list shall include the name of the customer, date of service, project budget with final cost.
c. Details of proposal – proposed services, implementation timeline and project / project management approach as it applies to the Statement of Work.
d. Fee Schedule/Cost Proposal – detailed cost for services and actions outlined in the Statement of Work including additional and optional services and actions.
e. Timeline - include all major milestones between the start and finish of the project. Provide the timeline without being date specific, use days, weeks, months, etc. as units of measure. Provide updated timelines as needed throughout the process.
f. Previous Project of Similar Size and Scope, with References - Provide at least five (5) unique client references for projects that demonstrate the Firm's ability to complete the proposed statement of work in order of newest to oldest, including contact person email address and phone number. Include a brief description of each job performed for the listed reference.
g. Completed City submittal forms including this sheet and all other forms and attachments specifically requested.

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STATEMENT OF WORK

BACKGROUND:

The City of Arvada was founded in 1870 and is a home rule city with a council-manager form of government. Arvada is a 39 square-mile community with approximately 124,000 residents. There is an extensive trail network with 154 miles of trails and nearly 4,000 acres of parks and open space. Transportation options include nearby interstate highways, regional highways and three transit stops on the Gold Line FasTracks commuter rail system directly connecting to downtown Denver. The Gold Line commuter rail line connects to three stations within the City, including the Olde Town Arvada Downtown Historic District, established in 2002 and listed on the National Register of Historic Places in 1998. The City is primarily residential development with future infill commercial, mixed-use and residential development anticipated. Additional future development includes the Quantum Commons Technology Park, a new water treatment plant and a potential Mountain Rail station location.

Arvada provides essential services to residents through five work systems. These include community and economic development, vibrant community and neighborhoods (parks, golf, hospitality), safe community (judicial and public safety), infrastructure (public works and utilities) and organizational service and effectiveness. Fire protection and some recreational services are provided through special districts. Arvada's strategic planning includes ongoing efforts in water and wastewater planning and initiatives to address housing affordability.

Our Vision, Mission and Values - In Arvada, we dream big and deliver. Our mission is to deliver exceptional services that enhance the lives of everyone in our community. We champion innovation, welcome diverse perspectives, and pursue excellence in all we do. As a City, we embrace challenges as opportunities, working together to build a thriving, inclusive Arvada for all. The City of Arvada is committed to preserving our quality of life while driving economic growth and fostering inclusivity.

PROJECT DESCRIPTION:

The City of Arvada is seeking a Consultant team to manage and develop the creation of a new Comprehensive Plan Update (Plan). Since the creation of the current 2014 Arvada Comprehensive Plan, the City has experienced residential growth, housing affordability challenges, as well as a new Land Development Code (LDC) in 2020. The City of Arvada also desires to update the LDC as needed to reflect the new Plan. The new Plan should also align with plans recently completed by the City including the City Council Strategic Plan, Housing Strategic Plan, Transportation System Plan, Infrastructure Plan, and others. More information can be found on the City's website at arvadaco.gov.

The City of Arvada desires to create a new innovative Plan to ensure the principles, policies, and strategies in the Plan reflect the projected future growth patterns as desired by the City's residents and businesses and limited by constraints such as water and land availability. This new Plan will factor in conditions that have changed since the previous plan and determine a realistic path forward. The City of Arvada is seeking a Consultant that has extensive experience in preparing comprehensive plans, a proven ability to assess a City's current conditions, a creative approach to the development and prioritization of effective goals and strategies, a history of achieving innovative and inclusive public engagement, effective communication strategies, and knowledge of state and federal regulations. Project completion ideally by September/October 2027.

PROJECT APPROACH:

Provide an innovative Plan incorporating the requirements of the scope of work, applicable regulatory agency requirements, and the project team's suggested value-adding services for the project. Include tasks and details for each phase of the approach and outline task objectives, deliverables, and outcomes. Risks, constraints, and assumptions within the approach should be provided. Outline an approval and monitoring process that the Consultant and project team will follow.

The City generally expects the identification of the full project team with the proposal. However, the City will consider the flexibility to create the entire project team after awarding the project to the selected Consultant. The proposal shall include the primary core team, with the City reserving the right to negotiate with the entire project team. The City shall have final right of refusal over any new subcontractor for the Plan.

Objectives: The Consultant shall be responsible for facilitation, coordination, technical, and project management services for the duration of the Plan. The Plan shall be developed with an innovative and creative project approach and plan content, at a minimum, shall be the materials outlined within this RFP.

Specifications: The Consultant shall initiate the Plan, analyze existing conditions, identify needs and opportunities, and prepare implementation strategies for the City of Arvada. The analysis must determine emerging trends and the suitability of existing land use regulations, public and private facilities, and services to meet the growing and changing needs of the population. The Consultant should use information contained in the relevant City plans and incorporate best practices for Comprehensive Plans. It is expected that the plan's outlook will be a 10-to-20-year timeframe.

The Consultant shall take the lead role in public forums, workshops, meetings, events and hearings as coordinated and supported by City staff. The Consultant shall be responsible for designing a robust community engagement and participation strategy plan and executing the plan. This can be achieved through coordination with City staff to participate and/or supplement as appropriate. A process that is both creative and interactive, but reliable for soliciting constructive input from a diverse and equitable participant pool is desired, with the goal of channeling this input to develop the Plan vision into realistic alternatives for consideration by the public, advisory

committees, community groups and organizations, the Planning Commission, and the City Council. Feedback tools such as community workshops, design workshops, stakeholder interviews, surveys, and pop-up events, along with other creative and inclusive engagement opportunities, to ensure as many community voices are heard as possible throughout the process with a focus on reaching those who are not typically at the table, including youth, renters, non-English speakers, people with disabilities, etc.

The Consultant shall coordinate with the City project team regarding all aspects of the plan. Coordination with other departments and their existing master plans shall also be included in the process as requested by City staff.

DELIVERABLES: The following section describes the specific minimum components which should be delivered upon the completion of the project. City staff will finalize the scope of work with the selected Consultant. The City is open to suggestions other than those items listed which the Consultant believes will be of value in producing a viable Plan that will have practical applications for day-to-day planning activities.

Task 1: A robust and creative public communication, participation, and engagement plan that shall include, but is not limited to:

a. Community survey materials that can be reproduced, completed, and returned to provide input from public individuals and active community and neighborhood groups. The materials should be provided in both paper and digital formats, including the City survey platform for a wide variety of distribution sources. Survey materials must be available in both English and appropriate language translations and be ADA accessible to include all community members in the public engagement process.
b. Online tools, videos, visualizations, and other innovative approaches are encouraged to inform the community about the project, educate stakeholders on key concepts, and collect community input. Any website or online tools used shall be compliant with Colorado's digital accessibility laws.
c. Identify community groups and advocates as potential partners in engagement and empowerment during and after the planning process with a focus on building connections to underrepresented groups.
d. General Workshops / Design Workshops / Open Houses / Vision Sessions / Community events (minimum of 8-10 sessions)
e. Work and meet with the internal and external committees and other advisory groups (minimum 8 as needed for project approach and engagement plan)
f. Planning Commission Workshop and Public Hearing (minimum 4-6)
g. City Council Public Workshop and Hearing (minimum 4-6) A kickoff workshop will be held with the City Council/Planning Commission on December 9, 2025. If a consultant team is selected and under contract by that date, the project team would like to introduce the team at that meeting.
h. Appropriate translation services for communication engagement efforts
i. Attendance at City of Arvada engagement events as determined by staff (minimum 8-10).

Task 2: Project Timeline

a. Develop a realistic and effective timeline, and update the timeline during the duration of the project
b. Incorporate appropriate internal/external advisory group and committee meetings (minimum 8 as needed for project approach and engagement plan)
c. Meetings with City project team on a regular basis throughout the duration of the project (minimum of 36 sessions)
d. Incorporate Public Communication Participation Plan events
e. Identify key milestones
f. Completion ideally no later than September/October 2027

Task 3: Create a Plan that articulates the community's shared values and vision through actionable goals and strategies/policies to guide development, support economic and sustainable growth, inclusivity, and to maintain the high quality of life in Arvada. At a minimum, the draft and final Plan shall include:

a. Thorough analysis and assessment of existing and future needs through the compilation of public input and goals, research of existing conditions, development and economic trends, land-use shortages, environmental conditions, best practices, etc. The analysis shall, at a minimum, include the items listed below:
    1. Conduct development capacity analysis utilizing land mass by acreage, zoning, serviceability, and land use designations to produce projected growth scenarios of the City.
    2. Identify viable redevelopment areas within the Plan limits including infill development and adaptive reuse opportunities and determine redevelopment strategies to initiate the process.
    3. Utilize current and amended City plans and documents into the land use and Plan element policy analysis.
b. Innovative project approach to develop the overall vision, goals, policies and feasible implementation of the Plan.
c. Include demographic information to establish a new baseline and future projections for growth and infrastructure analysis.
d. Review and revise the future land use map to address changes in land use, redevelopment opportunities, housing, economic analysis, legislative requirements, and market conditions. Maps and text should be updated as needed to reflect current City boundaries and changes that have occurred since last plan adoption.
e. Develop a clear direction of how and where development should occur over the next 10, 15, and 20 years. However, the plan shall be flexible in order to adapt to changing trends or unforeseen future needs.
f. City of Arvada water resources which shall include but is not limited to the following:
    1. Align with existing infrastructure plans.
    2. Provide analysis and identify supplies and facilities sufficient to meet the needs of local infrastructure.
    3. Identify water conservation policies.

g. Potential Focus Elements, including, but not limited to:
    1. Future Land Use
    2. Housing
    3. Economic Development
    4. Public Safety and Services
    5. Parks, Trails and Recreation
    6. Historic Preservation
    7. Economic Feasibility and Analysis
        i. Equity and Land Use
        ii. Market expectations
    8. Transportation
        i. Alignment with Transportation plans and policies
    9. Utility Infrastructure and Services
        i. Sustainability Water Plan
        ii. Existing and Future Service (capacity) analysis
    10. Environmental Resiliency
        i. Climate Action Plan and Sustainability
        ii. Disaster Planning and Mitigation Strategies
    11. Equity
        i. Health Data and Disparities Analysis
        ii. Recommendations for improvements to overall public health outcomes
        iii. Health indicators analysis
        iv. Recommendations for future measurement and metric tracking

h. Ensure all requirements of state legislation are incorporated into the Plan.

i. Policies, goals and action steps that are consistent with the vision and goals of the community combined with the results of the land use, economic and water resource analysis, housing, equity, and other strategic plan elements.

j. Plan elements should include (1) short, medium and long term goals linked to the vision and goals generated by community input, (2) a future land use map with corresponding development descriptions and types, (3) identification of potential constraints implementing the plan that are in regulation, current zoning, or internal/external coordination, (4) other strategic Plan elements developed during the process, and (5) effective Implementation.

k. The plan shall be drafted in a user-friendly and ADA accessible format providing straight forward descriptive principles and supporting graphics to indicate design ideas and goals related to the update of the Comprehensive Plan.

Task 4: Land Development Code update recommendations and text modifications to align with the final and approved Plan.

Task 5: Draft and Final documents shall be provided in the following forms:

a. ADA accessible, web-ready graphics, maps, and documents in draft and final formats for online access and comment.

b. All final maps and overlays must be able to be maintained and manipulated using ArcGIS. All GIS deliverables must be reviewed and approved by the City Information Technology Director or an authorized designee. The City will provide a file containing a geodatabase template conforming to the desired data model. The contractor is responsible for populating this file geodatabase with all newly created data. All GIS data must be formatted as required by the City.

c. All draft and final text portions of the Plan will be in an agreed upon editable format to allow the City to conduct future updates;

d. All text and maps shall be provided in a format as approved by the City for draft and final copies of documents.

City Staff Role: City staff will provide a strong supporting role to the Consultant. City staff, in close coordination with the Consultant, will actively engage in this process to maximize the time and engagement of the Consultant in their area of expertise.

a. Information gathering/data collection to aid Consultant.
b. Coordination with the City Information Technology and Communication Departments for the use of City operated resources such as the website, social media, City survey platform, press releases, etc.
c. City Communication Department skills and resources to assist with community engagement including: digital survey and engagement creation, and distribution; content distribution through website, social media, newsletters and KATV8; graphic design both digital and print; video production; full-service print shop; and public meeting or event promotions.
d. Coordination or facilitation, as needed, or any supplementary public feedback as identified through the process such as workshops or other engagement tools.
e. Assistance with the identification of internal and external advisory participants, public events, and groups that may be solicited for input during the public participation process.
f. Personnel support for public workshops, design workshops, advisory groups, or interviews as needed by the Consultant and negotiated with City staff.
g. Organization and administration of all public meetings; including agenda development/posting, item preparation, and distribution of materials.
h. Coordination and involvement of City staff, such as the City Manager, and Department Heads to provide review, feedback, or expertise supporting the Consultant's activities, information gathering, and Plan development.

All of the below reference documents and Resources can be found at
https://library.municode.com/co/arvada/munidocs/munidocs?nodeId=plans

Arvada Comprehensive Plan 2014
City Council Strategic Plan 2024-2030
Arvada Land Development Code (updated 2025)
Transportation System Plan (2025)
Arvada 2016 Parks, Trails and Open Space Master Plan
Arvada 2024 Housing Strategic Plan and Housing Needs Assessment
New Town, Northwest Arvada and Square Lake Sub-Area Plans (2022/2023)
Urban Renewal Plan (2009)
Olde Town Strategic Reinvestment Plan (2024)
Olde Town Design Guidelines and Reno Park Addition Design Guidelines
Strategic Infrastructure Plans

Arvada GIS Online Open Data and Maps can be found at **https://gis-arvada.opendata.arcgis.com/**

The rest of this page is intentionally left blank.

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 on-line at BidnetDirect.com (File Name: Company name – Solicitation number)
- ☐ Submit complete proposal document as listed in Section 8, (page 7) Proposal Format Requirements including at least (5) projects of similar size and scope with references
- ☐ Submit completed, signed Required Vendor Submittal Form, and completed Performance Measures Form
- ☐ Submit proposed implementation timeline
- ☐ Cost Proposal – All fee and costs associated with the offering

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 Addenda, if any:

  #1 _____ #2 _____ #3 _____

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 METTA URBAN DESIGN LLC FOR PROFESSIONAL SERVICES RELATING TO THE MANAGEMENT AND DEVELOPMENT OF THE COMPREHENSIVE PLAN IN AN AMOUNT NOT TO EXCEED $700,000.00 IN THE FIRST YEAR

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-CED-090
Title:	Comprehensive Plan Update
RFP Issued:	10/27/2025
Addendum #:	**1**
Today's Date:	11/14/2025
Proposals Due By:	11/25/2025 **2:00 PM** MDT (NO CHANGE)
Questions Deadline:	11/13/2025 **2:00 PM** MDT (NO CHANGE) Questions are no longer accepted.

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

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

- **Attendance sheet from the pre-proposal meeting**
- **Agenda and the slide deck from the pre-proposal meeting**
- **Pre-proposal meeting notes**
- **Questions submitted through Bidnetdirect.com and the answers**

PRE-BID MEETING ATTENDANCE SHEET

Bid # 25-CED-090 Comprehensive Plan	**Meeting Date/Time: 11/04/2025 12:00 PM**
Facilitator: Doreen Mazza	**Place: VIRTUAL**

Company	Representative Name	E-Mail
Otak Inc	Christina Haworth	
RICK	Brit Palmberg	bpalmberg@rickengineering.com
Metta Urban Design	Samantha Suter	Samantha@MettaUrbanDesign.com
Houseal Lavigne	Cody Fergurson	cferguson@hlplanning.com
Houseal Lavigne	Emily Hall	ehall@hlplanning.com
Logan Simpson Design Inc	Maria Michieli-Best	mmichieli-best@logansimpson.com
HR Green	Jeff Liljegren	
Gensler	Michael	Michael_Adkins@gensler.com
Community Attributes	Clara Mattucci	clara@communityattributes.com
Design Workshop	Nina Groos	ngroos@designworkshop.com
Championsof Change	Louis Alloro	louis@championsofchange.club
Cascadia Partners	Alex Steinberger	steiny@cascadia-partners.com
CDR Associates	Patrick Teese	pteese@cdrassociates.org

PRE-BID MEETING ATTENDANCE SHEET

Bid # 25-CED-090 Comprehensive Plan	**Meeting Date/Time: 11/04/2025 12:00 PM**
Facilitator: Doreen Mazza	**Place: VIRTUAL**

Company	Representative Name	E-Mail
Matrix Design Group	Bren Cox	Brenden.cox@matrixdesigngroup.com
RDG Planning & Design	Amy Haase	ahaase@rdgusa.com
MIG	Claire Fettig	cfettig@migcom.com
Graves Civic Solutions	Jack Wylie	jack@gravescivic.com
Narrative Designs	Steve Chester	Steve@narrativedesigns.co
Otak	Cliff Lind	cliff.lind@otak.com
Kimley-Horn	Blake Young	Blake.Young@Kimley-Horn.com
Cascadia Partners	Anais Mathez	anais@cascadia-partners.com
Logan Simpson	Miriam McGilvray	mmcgilvray@logansimpson.com
Design Workshop	Eric Krohngold	ekrohngold@designworkshop.com
CDR Associates	Casey Bries	cbries@cdrassociates.org
Ayres Associates	Emily Weber	WeberE@AyresAssociates.com
Clarion Associates	Maggie Squyer	msquyer@clarionassociates.com

PRE-BID MEETING ATTENDANCE SHEET

Bid # 25-CED-090 Comprehensive Plan	**Meeting Date/Time: 11/04/2025 12:00 PM**
Facilitator: Doreen Mazza	**Place: VIRTUAL**

Company	Representative Name	E-Mail
Interwest Consulting Group	Nick Pergakes	npergakes@interwestgrp.com
GBSM	**Alana Plaus**	alanaplaus@gbsm.com
Continuum Strategies	Manjeet Ranu	manjeet@continuum-strategies.com
Logan Simpson	Kelly Naumann	knaumann@logansimpson.com
Otake	Cristina Haworth	cristina.haworth@otak.com
Guidehouse	Anna Lam	annalam@guidehouse.com
Interwest Consulting Group	Kurt W. Nagle	knagle@interwestgrp.com

Arvada Comprehensive Plan Update

Pre-proposal Meeting

11/4/25

Purchasing

- Attendance
- Questions – how to submit and get official answers
- Proposal Submissions
- AI Bots and Attendance Information
- Other

Proposal Schedule

- Questions Due: November 13, 2025 at 2:00 PM MDT
- Proposals Due via BidNet: November 25, 2025 at 2:00 PM MDT
- Estimated NTP: Late December/Early January

Project Information

- About the Project
  - Update the 2014 Comp. Plan
  - Reflect recent trends: residential growth, greenfield → infill, affordability
- About the 2014 Arvada Comprehensive Plan
  - 99% implemented!
  - Alignment needed with City Council Strategic Plan, Housing Strategic Plan, Transportation System Plan, Infrastructure Plan, etc.
- Project Timeline
  - Ideally adopted in Fall 2027

Project Approach

- Public Communication, Participation, and Engagement
  - Robust, creative, inclusive, equitable
- Plan Development
  - Capture shared vision and values, provides clear direction for 10-20 years, ambitious and flexible, strategic and implementation focused
- LDC Recommendations and Modifications
  - Recommendations and text modifications to align LDC with Plan
- Plan Document
  - User-friendly, ADA accessible, concise, uses graphics
- City Staff Role
  - Strong support, close coordination, active engagement

Questions

COMPREHENSIVE PLAN UPDATE

Nov 4, 2025 | Comp. Plan Pre-Proposal Meeting

Attendees: Jessie Bauters Paul Donegan Jessica Garner Doreen Mazza Christopher Sandine Rob Smetana

Questions

1. What is the scope and timing of the updates to the Land Development Code (LDC)?
    a. The City would like to begin addressing and implementing Plan guidance as soon as possible, so the desire is to align portions of the LDC with the draft plan during the planning process.
2. Do you prefer to work with a Colorado based consultant?
    a. Not particularly. We are looking for the right firm/team for the project.
3. Does the City have a budget established for the project? Or a target budget?
    a. The budget is undisclosed. We would like to know what the consultant teams think it would take to complete the project based on the outlined approach.
4. The RFP says that the desired kick-off workshop with City Council/Planning Commission is Dec. 9th. We are assuming that that date will be pushed back.
    a. While the City would love to introduce the consultant team at the workshop, the actual kick-off with the consultant may not happen until after the new year pending the selection process. City staff will use the Dec. 9th workshop date to discuss the Comp. Plan effort with City Council/Planning Commission at a high level.
5. Can you discuss the relationship this plan will have with other city wide planning efforts like the Transportation Systems Plan?
    a. The Comp Plan should incorporate the latest information from all the City's recent plans, including the TSP, which was presented to City Council recently.
6. Can you name a recent planning effort that the City did that had a particularly successful process or outcome?
    a. The Olde Town Strategic Reinvestment Plan had a robust community process - although at a much smaller scale. No other recent projects come to mind.
7. Are there other communities that Arvada is watching closely as a guide of the process?
    a. None specifically.
8. Are there particular areas of expertise or past project experience that you consider most critical for success in this engagement?
    a. The City would like to see a community engagement plan that brings a diverse range of people together that may not have been traditionally accounted for in previous planning processes.

9. With the desire to bring in other departments, do you anticipate a technical committee with staff?
    a. Yes - we plan to form a technical committee along with a community committee with members selected with input from City Council/Planning Commission members.
10. How broad of a translation team do you feel you may need to account for community members who do not speak english? Are there key languages you feel need to be represented in this effort?
    a. Arvada has a sizeable Spanish-speaking population and would also be able to tap into our resources and connections to reach this population. There has also been some desire for Russian translation.
11. At the beginning of this call you expressed desire to consider housing, transportation and infrastructure. Beyond Land Use, Community Engagement, how important are the rest of the team
    a. The scope of the Comp Plan will extend beyond housing, transportation, and infrastructure. The exact structure and chapters of the Plan will be determined through the scoping process. The RFP includes flexibility for the consultant team to bring on other team members to address the needs of the Comp Plan as it is developed.
12. How would you like us to show proposed components that are optional or value added?
    a. The format is not important, but we do want to allow for creative responses that show how the consultant team would approach the project.
13. Will you compile a list of the attendees with contact information today and post it?
    a. Yes. The list of attendees and contact information will be shared via BidNet.

Questions & Answers - 1

Solicitation	25-CED-090 - Comprehensive Plan Update
Buying Organization	City of Arvada

No	Question/Answer	Question Date
Q1	**Question: References** Do the three References on the Required Vendor Submittal Form need to be in addition to the required five references provided under Section 8F, Previous Project of Similar Size and Scope with References? **Answer:** The required references on the Required Vendor Submittal Form can overlap with the five references provided under Section 8F, Previous Project of Similar Size and Scope.	11/04/2025
Q2	**Question: Recent Project List** Please clarify if the requirement of section B5 is a list only of projects and their associated client, costs, and completion dates. **Answer:** Correct. Proposers are to provide a list of similar projects completed by the proposer, along with the client, completion date, project budget, and final cost.	11/04/2025
Q3	**Question: Past Performance** Are there any incumbents to this proposal? **Answer:** The 2014 Comprehensive Plan was supported by the consulting services of: Logan Simpson Design, Holt & Ullevig, BBC Research and Consulting, and Steve Fisher, Ph.D. These firms are eligible to propose again on this solicitation.	11/12/2025
Q4	**Question: Past Performance** If the City used an external consultant for the 2014 Comprehensive Plan, which firm provided that service? **Answer:** The 2014 Comprehensive Plan was supported by the consulting services of: Logan Simpson Design, Holt & Ullevig, BBC Research and Consulting, and Steve Fisher, Ph.D.	11/12/2025
Q5	**Question: Past Performance** What was the primary constraint or failure identified during the implementation of the 2014 Comprehensive Plan that the City specifically hopes to rectify in this update? **Answer:** There are no specific constraints or failures from the 2014 Comprehensive Plan besides it being implemented. More ambitious goals may have allowed the Plan to be relevant for longer.	11/12/2025
Q6	**Question: Past Performance** Since the City completed a new Land Development Code (LDC) in 2020 and plans to update it again based on this new Plan, was the 2020 LDC developed internally or by another consultant, and will that entity be involved in this Plan update? **Answer:** Updates to the Land Development Code in 2020 were developed internally.	11/12/2025

No	Question/Answer	Question Date
Q7	**Question: People (Question)** What individual within the City project team will serve as the primary point of contact for technical and strategic questions after the question deadline has passed? **Answer:** The Questions period has passed the deadline; questions are no longer being accepted. Contact with anyone in the City, other than the Purchasing representative, about this solicitation while it is open (until a contract is executed) may result in vendor disqualification.	11/12/2025
Q8	**Question: People (Question)** Who holds the ultimate sign-off authority for critical deliverables, such as the Future Land Use Map and the recommended Land Development Code modifications (e.g., City Manager, Planning Commission, or City Council)? **Answer:** The Comprehensive Plan will be adopted by Planning Commission and ratified by City Council following Colorado Revised Statutes.	11/12/2025
Q9	**Question: People (Question)** Given the emphasis on reaching underrepresented groups (youth, renters, non-English speakers, people with disabilities), what existing contacts, community group lists, or demographic targeting data will the City provide to the Consultant? **Answer:** The City will collaborate with the selected proposer to identify contacts, data, information, and strategies, but proposers are encouraged to identify resources, partners, and tools for engagement that they believe will engage underrepresented groups.	11/12/2025
Q10	**Question: People (Question)** Considering the extensive staff role in data collection, communications, and meeting support, what is the estimated availability or dedicated percentage of time City staff are allocated to this project? **Answer:** The City has multiple staff members to support this effort with data collection, communications, meeting support, and other tasks to be determined during scoping conversations.	11/12/2025
Q11	**Question: Past Performance** What specific prior experience does the city prioritize for this unique project? **Answer:** Proposers should have experience with similar types of projects.	11/12/2025
Q12	**Question: Processes (Question)** What is the City's guaranteed turnaround time for reviewing and providing consolidated feedback on major phase deliverables (e.g., Existing Conditions Analysis, Draft Plan chapters)? **Answer:** Review and feedback periods will vary by deliverable and be determined during scoping conversations.	11/12/2025
Q13	**Question: Processes (Question)** Are there any specific internal planning committee dates that must be considered in regard to the strict timeline? **Answer:** Planning Commission meets the 1st and 3rd Wednesdays of each month. Other meeting dates will be established during scoping conversations.	11/12/2025

No	Question/Answer	Question Date
Q14	**Question: Processes (Question)** How will proposals be weighted and scored across the five criteria (Firm/Team Capabilities, Scope of Submission, Project Approach, Community Engagement, and Project Timeline)? **Answer:** The City encourages proposers to focus on each of the criteria with equal importance to demonstrate their ability with each. Specific weights are not published.	11/12/2025
Q15	**Question: Processes (Question)** Beyond the required use of ArcGIS/GIS deliverables and the commitment to ADA accessibility standards, are there any specific City-mandated project management or collaboration software platforms (e.g., SharePoint, specific survey tools) the Consultant must utilize? **Answer:** The City uses Google Workspace for file sharing and collaboration. The City also uses Zoom extensively for meetings.	11/12/2025
Q16	**Question: Products (Question)** For the required Land Development Code (LDC) update recommendations (Task 4), does the City expect final, red-lined, legally reviewed text, or a high-level list of required modifications/direction for future City staff work? **Answer:** If code changes are identified during the planning process, the City intends to begin addressing changes in a parallel process. Staff support will be provided (planning, legal, etc.) as needed.	11/12/2025
Q17	**Question: Products (Question)** Will the City provide raw, digitized data layers (zoning, existing land use, demographic, utility service boundaries) necessary for the development capacity analysis, or is the Consultant responsible for compiling or digitizing all source materials from existing plans? **Answer:** The City will provide GIS data on zoning, land use, demographics, utility service boundaries, and other data layers available on the Arvada GIS Online Open Data and Maps web portal. The City will work with the selected proposer to identify other data sources as needed.	11/12/2025
Q18	**Question: Products (Question)** Since the scope is flexible and will be finalized with the selected Consultant, what is the earliest anticipated date for the scope finalization workshop/meeting post-award? **Answer:** Due to uncertainty about the number of proposals received and the need to schedule around holidays, scope finalization and award dates will be determined after consultant selection.	11/12/2025
Q19	**Question: Products (Question)** What specific aspects of the plan need the most innovative overhaul? **Answer:** The 2014 Comprehensive Plan has been substantively implemented. As such, this project is intended to be an overhaul more than a targeted update.	11/12/2025
Q20	**Question: Profit (Question)** What is the maximum allocated budget range for this entire engagement? **Answer:** The City does not release the budget at this time.	11/12/2025

No	Question/Answer	Question Date
Q21	**Question: Profit (Question)** Given the constraints of the NO MULTI-YEAR FISCAL OBLIGATION clause, how is the total contract amount anticipated to be allocated across the City's fiscal years (late 2025, 2026, 2027)? **Answer:** The City has identified a budget for the full cost of the project. Should funds not be allocated to continue the project into the next fiscal year, the contract may be terminated and the contractor paid for work performed up to the time of termination. Cost proposals should be detailed and broken down by Tasks identified in the Statement of Work of the RFP.	11/12/2025
Q22	**Question: Profit (Question)** Is there a separate or defined reserve budget allocated for the additional/optional services and actions requested in the Fee Schedule/Cost Proposal? **Answer:** There is no additional reserve budget for additional/optional services. Proposers are encouraged to be creative with their proposal to show the essential services and any additional/optional services that will best support the scope of work. The budget for tasks will be finalized during scoping conversations.	11/12/2025
Q23	**Question: Pay-Off (Questions)** Beyond the general vision goals, what is the single most critical long-term outcome the City Manager's Office is relying on this Plan to achieve in the next 5 years (e.g., specific housing units created, measurable water conservation targets, or certain economic development acreage)? **Answer:** There is no critical long-term outcome that the City Manager's Office is relying on the Plan to achieve. Goals and desired outcomes will be determined during the planning process.	11/12/2025
Q24	**Question: Pay-Off (Questions)** Which specific recent or pending Colorado state legislation (C.R.S. requirements) is the City most concerned about incorporating, particularly concerning housing and environmental resiliency? **Answer:** The City plans to address the requirements of SB 24-174. The City expects the consultant to help navigate all state legislation related to housing and environmental resiliency.	11/12/2025
Q25	**Question: Pay-Off (Questions)** a. What specific metrics will the City use to track the Plan’s success and long-term impact after adoption? b. Are these metrics different from the required vendor performance measures? **Answer:** a. The City expects that the consultant team will help with identifying metrics to track the Plan's success. b. It is highly likely that the metrics used to track Plan implementation and required vendor performance measures will differ.	11/12/2025
Q26	**Question: Arvada: Mountain Rail Station** a. Are there any unpublished updates related to next steps for the proposed Mountain Rail Station in Arvada? b. To what extent does Arvada anticipate this development will impact the surrounding area and require special planning considerations in the comprehensive plan. **Answer:** a. There are no unpublished updates related to next steps for the proposed Mountain Rail Station in Arvada that the City is aware of. b. The City expects to use the planning process to better understand potential impacts.	11/12/2025

No	Question/Answer	Question Date
Q27	**Question: Scope of Work Tasks** a. Do the five tasks outlined in the Statement of Work section of the RFP constitute an outline for our project approach? b. Or may we reorganize and propose a slightly altered approach that references those tasks? **Answer:** a. The Statement of Work section describes the specific minimum components which should be delivered upon the completion of the project. City staff will finalize the scope of work with the selected Consultant. b. The City is open to suggestions other than those items listed in the Statement of Work section which the Consultant believes will be of value in producing a viable Plan that will have practical applications for day-to-day planning activities.	11/13/2025

Exhibit C

AN AGREEMENT BETWEEN THE CITY OF ARVADA AND METTA URBAN DESIGN LLC FOR PROFESSIONAL SERVICES RELATING TO THE MANAGEMENT AND DEVELOPMENT OF THE COMPREHENSIVE PLAN IN AN AMOUNT NOT TO EXCEED $700,000.00 IN THE FIRST YEAR

PROPOSAL FOR THE CITY OF ARVADA

Comprehensive Plan Update

November 11, 2025
Proposal #: 25-CED-090

PREPARED FOR

CITY OF ARVADA

PREPARED BY

METTAURBANDESIGN

Peter J. Park
City Planning and Design

Contents

01 **Where the Story Begins**
Cover Letter & Executive Summary

02 **People Behind the Story**
Meet the Team: Organizational Chart, Personnel Qualifications, Firm Introductions

03 **Journey of a Plan**
Approach to proposed services, implementation timeline and project / project management approach as it applies to the Statement of Work.

04 **Timeline & Fee Schedule**
Proposed Project Timeline, Fee Schedule, and Cost Proposal

05 **Previous Projects**
Collection of relevant past works from the Team

A1 **Resumes**

A2 **Required Forms**

Where the Story Begins

01

"The city is not merely a place to live, but a place to be alive"

ADAPTED FROM LEWIS MUMFORD

PROPOSAL #: CED-090
TITLE: Comprehensive Plan Update
11/25/2025

METTAURBANDESIGN

Peter J. Park
City Planning and Design

Dear Selection Committee,

On behalf of **Metta Urban Design LLC** and **Peter J. Park City Planning and Design** - and in association with **Cascadia Partners, Kimley-Horn, and GBSM** - we are excited to submit our response to the Request for Proposal for the City of Arvada's Comprehensive Plan Update. To support this effort, we've assembled additional partners with specialized expertise in Equity in Environmental Health (Gretchen Armijo with **Equity Policy Solutions**), project branding (Steve Chester, owner of **Narrative Designs**), and real time illustrations (**Camille Pahl Designs**). While our team may appear unconventional, it is intentionally curated - each member carefully selected to provide the City of Arvada a customized, creative, and outcome-driven planning process rooted in effective storytelling, rigorous analysis, and authentic community conversations.

On the following pages, you'll find our full response organized in alignment with the structure outlined in the RFP. First, we want to highlight a few unique aspects of our team and our approach to your project.

We've stood in your shoes. Our team includes professionals with extensive public-sector experience leading innovative code reforms, design standards and planning initiatives at all scales.

We're effective storytellers. Our strength is rooted in effective storytelling with engaging visualizations that focus on high quality urban design and planning outcomes. Graphically rich narratives that connect with diverse audiences at citywide and neighborhood scales have been key to our success in gaining shared understanding, community support, and trust.

We bring a fresh, creative perspective to every project, successfully delivering innovative, graphically-rich materials and plans. Our creative visualization techniques provide informative, effective, and fun tools for engaging communities in productive conversations.

We teach what we practice. Collectively, our team members have decades of experience teaching urban planning, design, and visualization. This background informs our abilities to engage communities and explain complex ideas in ways that resonate with a wide range of audiences and equip your team with tools that support informed decision-making.

What you see is what you get with us! Our core team is not a big firm organized around layers of hierarchy; we're a responsive, energetic, and nimble collective fully invested in your success with unmatched skills and experience. Our small size and remote structure allow us to keep overhead low, so you get the best value without compromising on quality.

If you have any questions or would like to discuss our proposal further, please feel free to reach out to me at samantha@mettaurbandesign.com or 650-892-9143. Thank you for considering our team for this important project. We look forward to the opportunity to collaborate with you.

Respectfully,

Samantha Suter
Owner of Metta Urban Design

Peter Park
Owner of Peter J. Park LLC

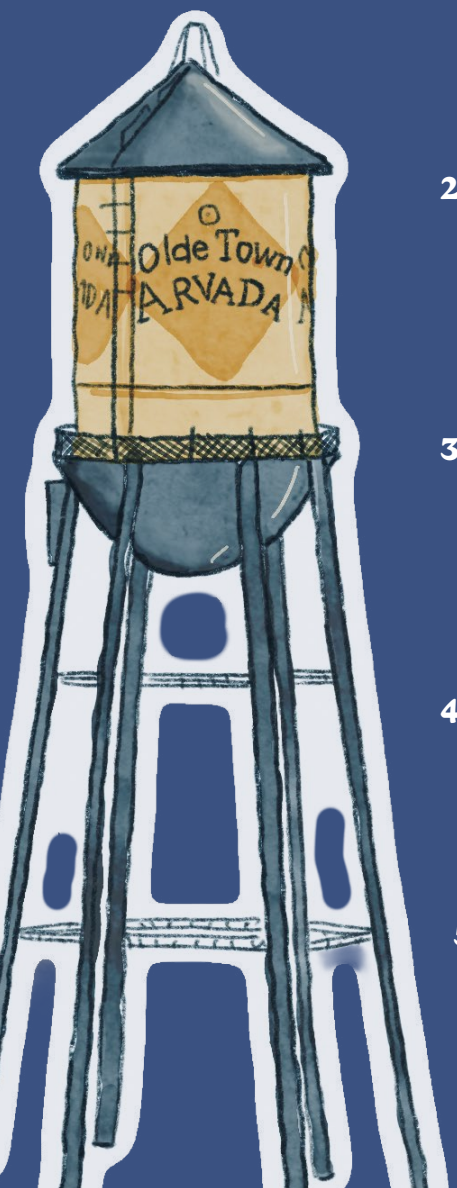
Executive Summary

Project Understanding

Arvada is at an inflection point. With a new City Council, a talented and energized staff, a recently updated Land Development Code, and a series of major policy plans completed in recent years, the community is ready for a comprehensive plan that is forward-looking, implementable, and deeply rooted in the realities of land, water, infrastructure, and community values. The city has changed substantially since the 2014 Comprehensive Plan, and the current landscape of housing, economic development, mobility, sustainability, and equity requires a new planning framework—one that is both aspirational and grounded in what is achievable.

At the same time, Arvada's community dynamics have evolved. The City is navigating competing perspectives about growth, development patterns, and neighborhood change. City staff are highly capable and deeply invested in the community's success, yet there is a clear need for a process that rebuilds trust, improves clarity around policy direction, and provides a unified, actionable path forward.

Our team understands that this Comprehensive Plan must do several things at once:



1. **Build community trust through a transparent, grounded process.**
   Arvada needs a planning effort that listens first, clarifies assumptions, and engages community members and staff as partners. Engagement will be authentic, accessible, and intentionally designed to reach those who are not typically at the table. It will be meaningful—focused on helping people understand options, tradeoffs, and the "why" behind policy decisions.

2. **Make sense of what has changed—and where Arvada is headed.**
   The plan will stitch together the City Council Strategic Plan, the Housing Strategic Plan, the Transportation System Plan, Infrastructure Plans, sub-area plans, and utility planning efforts, while identifying gaps, inconsistencies, and opportunities for alignment. The effort will clarify which policies remain relevant, which need to evolve, and which new directions are necessary to address emerging needs.

3. **Provide a clear, realistic blueprint for the next 10–20 years.**
   Arvada needs a future land use strategy that is guided by outcomes, grounded in infrastructure capacity, aligned with water resource realities, and supported by a transparent scenario planning process. The plan will identify growth strategies and priorities for compatible infill, redevelopment areas, adaptive reuse sites, and locations where new tools or partnerships may be needed.

4. **Deliver an implementable plan with a direct line to the LDC.**
   Because the city intends to update the LDC following plan adoption if needed, the Comprehensive Plan must be regulatory-ready. Policies, place types, maps, and strategies must be clear, consistent, and directly translatable into the development code. This alignment is essential for predictable implementation and long-term success.

5. **Reflect Arvada's culture and identity.**
   This project is not a template-driven exercise. Arvada deserves a plan crafted specifically for its values, assets, challenges, and aspirations. The community's historic development patterns, physical form, economic drivers, and neighborhood identities should all inform an authentic future framework rooted in place.

Our Team

Our Colorado-based, multidisciplinary team of planners, designers, policy experts, engineers, and engagement specialists excels at turning complex challenges into clear, visual, and community-centered solutions. With deep experience in planning, zoning, housing, infrastructure, and equity, we bring the right mix of expertise, creativity, and pragmatism to help Arvada shape a plan that is practical, inspiring, and rooted in authentic community voice.

Core Project Management Team

Our team is built around a collective of individuals and firms selected specifically for Arvada's needs. **Metta Urban Design (MUD)** will serve as the lead firm, with Samantha Suter as Project Manager and primary point of contact. Samantha will work in close partnership with **Peter Park**, who will serve as Principal in Charge and brings decades of experience in comprehensive planning, zoning reform, and city leadership.

Engagement & Communications

GBSM

Engagement Strategy, Facilitation, Public Affairs GBSM will lead the strategic community engagement and facilitation, designing inclusive processes to help residents and decision-makers navigate complex issues with clarity and confidence, building from their recent successes leading tough conversations in Arvada. Their work will be key to building trust, structuring productive conversations, and translating diverse viewpoints into actionable direction.

Narrative Design (ND)

Project Branding, Communications Tools, Visual Identity - *Steve Chester, sole proprietor*

Steve Chester will be the steward of the project's visual identity, messaging system, and communication toolkit, ensuring consistency, accessibility, and visual clarity across all engagement materials. His work will enhance public understanding and support for a cohesive story throughout the planning process.

Camille Pahl Design (CPD)

Live Illustration, Visual Facilitation
Camille Pahl, sole proprietor

Camille Pahl brings real-time sketching and visual facilitation to community workshops and leadership meetings, translating ideas and conversations into clear graphics that make planning concepts immediately accessible. Her visual storytelling will support cross-cultural communication and foster co-created results.

Technical Powerhouses

Cascadia Partners (CP)

Housing, Market Analysis, Economic Feasibility, Scenario Planning

Cascadia Partners specializes in housing strategy, development feasibility, land-use economics, and scenario planning, grounding long-range policy choices in real market conditions. Their work will reveal the intersections between Aravada's economics, equity, and land use, ensuring that plan recommendations are implementable and financially grounded.

Kimley-Horn (KH)

Transportation, Utilities, Infrastructure, Environmental Resiliency

Kimley-Horn brings deep expertise in transportation planning, water and utility infrastructure, environmental resiliency, and engineering. Their multidisciplinary approach aligns with Arvada's long-range vision, and their familiarity with Arvada, including the recent Transportation System Master Plan, will help ensure service capacity, mobility goals, and regulatory requirements are considered when making data-driven policy decisions.

Equity Policy Solutions (EPS)

Public Health, Environmental Health Equity (Gretchen Armijo, sole proprietor)

Gretchen Armijo integrates public health, equity, and environmental considerations into land-use planning using evidence-based strategies and data-driven analysis. Her work will ensure the Comprehensive Plan guides community wellbeing, inclusive policies, and the health priorities identified by Arvada residents.

Our Approach

Our project approach is built around meaningful conversations, technical analysis, and pulling from lessons learned taking on similar large projects in cities around the country and the Front Range, specifically.

We begin with deep listening through small-group conversations, leadership interviews, and focused discussions with community partners to ground the process in Arvada's lived experience and build early relationships through earned trust. As the project progresses, our approach layers technical analysis with broad, fun, accessible engagement using workshops, pop-ups, interactive online tools, and ADA-compliant materials, ensuring all community members can participate in ways that meet their needs.

This approach directly aligns with Arvada's RFP: it is creative, culturally responsive, and designed to reach those not typically at the table. With GBSM leading engagement and communications; Narrative Design and Camille Pahl bolstering the teams graphic support; and MUD, PJP, Cascadia, and Kimley-Horn integrating technical content into community conversations, our approach ensures that every touchpoint is both visually compelling, easy to understand, and grounded in the realities of land use, housing, infrastructure, and economic conditions.

Our approach aligns meetings with the right groups at the right time of the project. By engaging the Planning Commission, City Council, advisory committee, and community forums, we emphasize purposeful, well-facilitated conversations tied to clear decisions and real policy choices. The result is an engagement process that builds understanding, strengthens trust, and creates a plan that the community not only participates in, but truly owns.

The MUD team envisions the Comprehensive Plan process in a four-phase journey:

PHASE I:
How did we get here?
Understanding the community's evolution and context

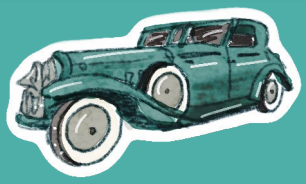
PHASE II:
Who are we now?
Assessing current conditions, challenges, and opportunities

PHASE III:
Where do we want to go?
Establish a shared vision (guiding principles) and test drive future options (scenario planning)

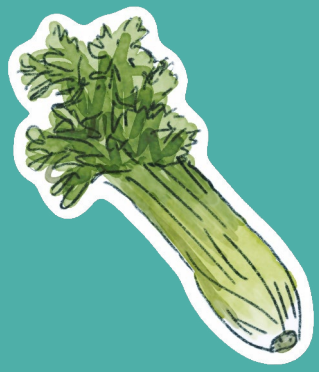
PHASE IV:
How do we get there?
Translating the preferred direction into policies, maps, and implementation strategies

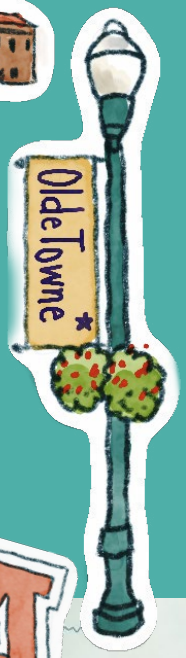
What Arvada Needs Now...

Arvada needs a Comprehensive Plan that is:



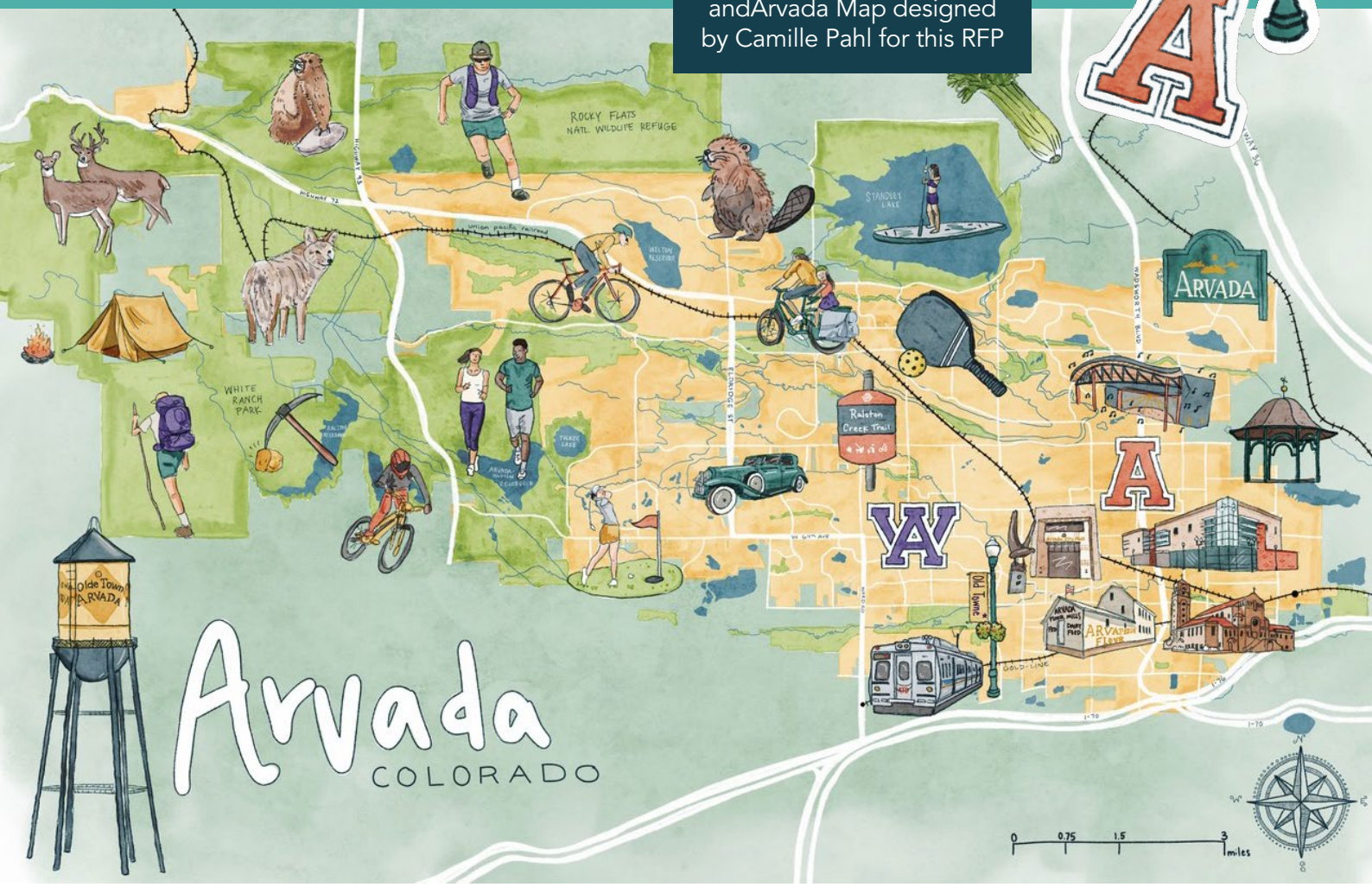
- Community-centered
- Implementation-focused
- Data- and capacity-driven
- Aligned with infrastructure and water realities
- Clear, graphic-rich, and accessible
- Structured to remain relevant and adaptable to changing future conditions
- Directly actionable through LDC updates





Our team's experience, approach, and values are well-matched to deliver a plan that meets Arvada's expectations and sets the city up for success over the next generation.

Custom illustrations andArvada Map designed by Camille Pahl for this RFP



People Behind the Story

b. Detail Firms and assigned staff capabilities, experience, and qualifications

02

"The strength of the team is each individual member. The strength of each member is the team."

PHIL JACKSON

Organizational Chart

CITY OF ARVADA

Core Team

Samantha Suter (MUD)
Project Manager

Peter Park (PJP)
Principal in Charge

Technical Experts

Alex Steinberger (CP)
Scenario Planning & Economic Analysis

Blake Young (KH)
Land Use Planner

Joel Price (KH)
Water Element

Gretchen Armijo (EPS) Environmental Health Equity

Anaïs Mathez (CP)
Land Use Planner

Nick Chen (KH)
Parks, Trails, and Recreation Element

Coy Williams (KH)
Utility Infrastructure and Services

Anthony Pratt
Transportation Planning Support

Engagement Team

Alana Plaus (GBSM)
Engagement & Facilitation Lead

Anaïs Mathez (CP)
Engagement Specialist

Steve Chester (ND)
Project Identity

Camille Pahl (CPD)
Project Illustrator

Phoebe Loyd (MUD)
Content Wrangler

Personnel Tasks

Task Lead

Support

Team Member	Firm	Community Engagement	Future Land Use	Project Identity	Economic Development	Housing	Equity	Mobility, Transportation	Water, Utilities, Services	Resiliency, Climate
Samantha Suter	Metta Urban Design	Support	Task Lead	Task Lead		Support	Support			
Peter Park	Peter J. Park		Task Lead			Support	Support			
Alana Plaus	GBSM	Task Lead								
Alex Steinberger	Cascadia Partners		Task Lead		Task Lead	Task Lead	Support			
Anaïs Mathez	Cascadia Partners	Support	Support		Support					
Gretchen Armijo	Equity Policy Solutions						Task Lead			
Blake Young	Kimley Horn		Support			Support				
Joel Price	Kimley Horn								Task Lead	
Nick Chen	Kimley Horn							Support	Support	Support
Coy Williams	Kimley Horn								Support	Support
Anthony Pratt	Kimley Horn							Support	Support	Support
Steve Chester	Narrative Designs			Task Lead						
Camille Pahl	Camille Pahl Designs			Support						
Phoebe Loyd	Metta Urban Design	Support	Support	Support						

Core Team

Samantha Suter
Project Manager
Point of Contact

Phoebe Loyd
Content Wrangler,
Team Support

METTAURBANDESIGN

Metta Urban Design LLC (MUD) is a boutique, woman-owned design firm specializing in implementation-ready, community-oriented planning, urban design, and landscape architecture. Our work focuses on building strong communities through innovative yet implementable solutions, and our vast experience ranges from rewriting zoning codes and citywide plans, to site specific design. We are leading the industry in graphic storytelling, and our visualizations set us apart from other firms. Our commitment to creating accessible, easy to understand graphics continues through all of our work, and we are committed to providing exceptional graphics, high quality deliverables, and well managed projects. We enjoy collaborating and look for partners in communities that are ready to address their challenges to make meaningful, lasting improvements to their community.

Peter J. Park
Planning Guidance,
Land Use Code

Peter J. Park
City Planning and Design

Peter J. Park, LLC, is a city planning and design firm based in Denver, Colorado that provides innovative strategies for balancing development needs with unique community and design quality concerns. The firm is led by Peter Park and provides specialized advisory services that draw upon his unique insights gained while serving as planning director of two large US cities and his more than 30 years experience in both professional practice and academic settings. His integrated approach to comprehensive planning, urban design, and development review has created clear visions for sustainable urban development, places of high quality design, and streamlined permitting systems.

Metta Urban Design and Peter J. Park are excited to continue their longstanding collaboration to help Arvada align policies with values, and to craft an implementation framework that guides the change the community wants for their future. Their innovation is in how they balance practicality with vision, and approach difficult conversations with communities with compassion, interest, and optimism.

Engagement Experts

GBSM

GBSM, Inc. is a Colorado-based strategic communications and public affairs firm with more than 30 years of experience helping clients navigate complex initiatives at the intersection of policy, infrastructure, and community impact. Our team brings deep expertise in community engagement, strategic messaging, facilitation, government relations, and issues management. We specialize in designing and executing outreach strategies that build understanding, trust, and consensus among diverse stakeholders, ensuring that technical planning and community perspectives are meaningfully aligned.

Alana Plaus
Community Engagement Lead

This project aligns with GBSM's mission to connect communities and decision-makers to achieve shared goals. We are particularly drawn to efforts that combine technical planning with meaningful public dialogue and policy coordination. What sets GBSM apart is our ability to integrate political strategy with engagement expertise, allowing us to anticipate challenges, communicate with credibility, and move projects forward with public trust and stakeholder support.

narrative designs

Narrative Designs is a creative studio dedicated to telling the story of place through visuals, branding, and community engagement. Founded by Steve Chester, the studio helps communities and organizations express their unique identity through visually compelling, place-based design. With over 16 years of experience in urban planning, land use, and community development, Steve blends technical expertise with a creative approach, translating complex ideas into clear, engaging, and actionable visual stories. His work spans visual storytelling, branded place-based design, and interactive community planning projects that connect people to the planning process and beyond.

Steve Chester
Project Identity & Graphic Design

Through creative storytelling, thoughtful planning, and engaging design, we can craft narratives that reflect Arvada's identity and inspire action. I approach every project with intention—slowing down to uncover what truly matters and designing with clarity, purpose, and joy. By making complex ideas accessible and visually compelling, I strengthen the bond between people and the places they call home.

Camille Pahl DESIGN

Camille Pahl Design is a creative urban design and illustration studio based in Denver, Colorado. Founded in 2025 by Camille Pahl, an urban designer, planner and artist with a passion for visual storytelling and representing the connection between people and places artistically. As an urban planner and designer, visual storytelling is my specialty: honoring history while representing the collective imagination in a shared vision for the community's future. I aim to create visuals that are nostalgic, playful, and approachable — pieces that help people see themselves in the future of a place.

Camille Pahl
Illustrative Artist

As an urban planner and designer, visual storytelling is my specialty: honoring history while representing the collective imagination in a shared vision for the community's future. I aim to create visuals for Arvada that are nostalgic, playful, and approachable — pieces that help people see themselves in the future of a place.

Technical Powerhouses

Alex Steinberger
Scenario Planning & Economic Analysis

Anaïs Mathez
Land Use Planner & Engagement Specialist

Gretchen Armijo
Environmental Health Equity

Cascadia Partners (CP) is a full-service urban design, land use, economics, and scenario planning consulting firm based in Portland, Oregon. Founded in 2017, our interdisciplinary team of planners, economists, urban designers, data analysts, and public engagement specialists integrates high-quality urban design with intentional, data-driven planning. We help cities, counties, and regional governments make sound, evidence-based decisions in the face of uncertainty. Cascadia Partners is nationally recognized for developing and applying scenario planning models—our staff includes former developers of Envision Tomorrow, one of the leading open-source scenario planning platforms.

With experience in dozens of successful scenario-driven regional, citywide, and comprehensive plans across the country, we combine robust technical analysis, GIS-based modeling, and engaging visualization to guide communities toward resilient, equitable, and implementable futures.

Cascadia Partners is energized by the City's commitment to equity-based land use planning and engaging creative and responsive solutions to managing future growth. Backed by decades of collective experience developing scenario-driven planning processes across the country, we bring together our core strengths in analytical storytelling, equity analysis and scenario planning to help Arvada chart a clear, actionable path for its future.

Equity Policy Solutions conducts Equity Assessments for a range of projects including master plans, land use codes, housing development, and transportation, land use, climate and small area plans, as well as proposed policies. An Equity Assessment ensures that equity is considered in the planning and development of projects and plans. We conduct an Equity Assessment by analyzing existing health, socioeconomic, and built environment conditions for the site or current and/or future population. We engage stakeholders to understand key needs and priorities for affected populations and then recommend specific, evidence-based strategies that can reduce the historic barriers to health, well-being, and the opportunity to thrive. We collaborate with the client and project team in an iterative approach to ensure that multi-sectoral strategies are aligned with existing and proposed plans to leverage future community development investments for maximum benefits. The final Equity Assessment identifies community co-benefits and goals for climate, sustainability, health, social and racial equity, and recommends measurable performance metrics to monitor progress over time for equitable development outcomes.

Equity Policy Solutions, LLC

Our team is eager to contribute to shaping an equitable and inclusive growth strategy for the City of Arvada. We bring experience from supporting other communities in Colorado and California in applying a health and equity perspective to community development. Our goal is to help remove historical barriers and enhance access to opportunities for all Arvada residents in housing, transportation, the economy, and the environment.

Technical Powerhouses

Kimley»Horn
Expect More. Experience Better.

Kimley Horn (KH) is one of the nation's premier planning and design consulting firms. We have been providing a wide variety of services for municipal clients since our founding 58 years ago. We look out for your best interest, reduce your risk, and deliver exceptional value. Our planners, engineers, and landscape architects combine the creativity to develop insightful solutions with the rigor to deliver practical results that consistently exceed your expectations.

Kimley-Horn has a proven track record of delivering outcomes you can depend on—developing plans that reflect the community's vision which can be successfully implemented. Kimley-Horn is your "one-stop consultant" for long-range planning, community engagement, landscape architecture, transportation planning, roadway design, traffic engineering, environmental, surface water design, water/wastewater design, parking, and site development. In each of these disciplines, we offer you premium solutions and a premium level of service.

This project offers us the chance to advance Arvada's vision for a resilient, connected, and thriving community—a community many of our staff calls home. (Blake Young's wife is a small business owner with an office in Olde Town Arvada specializing in mental health counseling. We love being a part of this growing community and we are looking forward to the opportunities the City has to provide a thriving future for residents and visitors.)

Blake Young
Urban Design & Planning

Joel Price
Water Element

Nick Chen
Parks, Trails, and Recreation Element

Coy Williams
Utility Infrastructure and Services

Anthony Pratt
Transportation Planning Support

Kimley Horn provides the City with an integrated approach: we combine technical excellence with innovative, community-focused solutions, ensuring that every element—from water conservation and trail connectivity to climate action and infrastructure planning—is both visionary and practical. Our proven track record in these areas uniquely qualifies us to lead these tasks and deliver outcomes that reflect Arvada's values and aspirations.

Journey of a Plan

c. Details of proposal – proposed services, implementation timeline and project / project management approach as it applies to the Statement of Work.

03

"An ounce of action is worth a ton of theory.""

RALPH WALDO EMMERSON

Arvada Comprehensive Plan Update
SCOPE OF WORK

This document describes the scope of work Metta Urban Design and partner firms will provide the City of Arvada, as part of the Comprehensive Plan Update.

PHASE 0: PROJECT MANAGEMENT

Ensuring a high-functioning team

Task 0.1 Project Kickoff and Ongoing PM Meetings

0.1.A Project Kickoff

MUD will lead overall project management to ensure a clear, efficient, and well-coordinated planning process. Specific tasks include:

- Facilitate a Project Kickoff Meeting between the Core team and City staff to confirm:
    - Project goals and success criteria
    - Roles and responsibilities
    - Decision-making and approval protocols
    - Communication cadence and file sharing methods
    - Key assumptions, risks, and change-management procedures (internal and external stakeholders)
- Following this meeting, MUD will finalize a concise PM Plan.
- Optional: Meet and greet with City Council (CC) and Planning Commission (PC)

0.1.B Ongoing Meetings

- **Project Management.** Conduct up to 34 project management meetings with the Core Team (MUD and Peter J. Park) and designated City staff. Meeting cadence by phase:
    - Bi-weekly PM check-ins (Phases 1-3)
    - Monthly PM check-ins (Phase 4)
- **Topic-Specific Work Sessions.** Prepare for and facilitate topic-specific work sessions with City staff. Responsibility for content creation will vary by phase, complexity, and content. Generally, City staff will lead Phase 1 and 4 and the MUD team will lead Phase 2

and 3), however, specific work products and roles for each task is described in the scope below. See the task number referenced in the list below for more detail. Work Sessions are meant to facilitate close collaboration between City staff and the MUD team, so there will be some degree of collaboration in preparation of the Work Sessions to ensure alignment on purpose and messaging. MUD's Core Team and relevant members of the Technical and/or Engagement teams will attend work sessions based on subject matter. The Work Sessions are listed below, yet the work associated with each task is described in the corresponding phase of work.

- **Phase 0: Project Management**
    - Project Kickoff (Task 0.1.A)
- **Phase 1: How Did We Get Here?**
    - Phase 1 engagement planning (Task 1.1.A)
    - Policy review and synthesis (Task 1.1.C)
    - Existing Conditions (Task 1.2.C)
- **Phase 2: Who Are We Now?**
    - Phase 2 engagement planning (2.1.A)
    - "Where are we now?" Baseline discussion (2.3.A)
    - Visioning & Guiding Principles coordination (2.4.A)
- **Phase 3: Where Do We Want To Go?**
    - Scenario Planning (building blocks, scenario development, and preferred scenario); up to 3 work sessions (3.1.A, 3.1.C, 3.1.G)
    - Future Place Types (framework and map); up to 2 work sessions (3.2.A)
    - Plan Structure and Focus Elements Work Session (3.2.B)
    - Targeted work sessions/coordination meetings with other city departments. MUD team to participate in Technical Advisory Group meetings. City staff will lead coordination meetings with other departments and the MUD team may participate, as needed.
- **Phase 4: How Do We Get There?**
    - Plan recommendations, staff comments

Task 0.2 Project Schedule

MUD will develop and maintain a project schedule and deliverable tracker throughout the duration of the project. Work will be organized around four primary planning phases:

- **Phase 0: Project Management** - *Ensuring A High-Functioning Team*
- **Phase 1: How Did We Get Here?** - *Understanding The Community's Evolution And Context*
- **Phase 2: Who Are We Now?** - *Establishing A Shared Baseline And Early Engagement*
- **Phase 3: Where Do We Want To Go?** - *Vision, Place Types & Scenarios*

- **Phase 4: How Do We Get There?** - *Finalize Plan, Prepare For Implementation & Plan Adoption*

Deliverables and Meetings:

1. Project Management Plan
2. Project schedule
3. Ongoing meetings and coordination (emails, phone calls, etc.)
4. Optional Meet and Greet Meeting with CC/PC

PHASE 1: HOW DID WE GET HERE?

Understanding the community's evolution and context

Task 1.1 Early Engagement

1.1.A Phase 1 Engagement Planning Work Session

The MUD team, with support from GBSM, will facilitate a Phase 1 Engagement Work Session with City staff to:

- Review the City's stakeholder map and engagement plan.
- Confirm alignment between engagement activities, project phases and key milestones.
- Advise on engagement strategies and align input needed by phase with technical analysis and plan development.
- Brainstorm engagement methods, especially for hard to reach community groups.

1.1.B Project Identity and Branding

The City Communications team will provide existing branding standards; templates for presentations, flyers, memos, agendas/notes; and City-specific guidelines for ADA compliance. MUD will review City-provided materials and prepare project materials consistent with City branding, accessibility standards and communication conventions. Optional work session to discuss templates and establish project standards.

1.1.C Policy Review and Summary Work Session

City staff will provide a summary document of relevant adopted plans and policies, including public-facing "reader's digest" summaries or one-page overviews, and where relevant, implementation status updates. Kimely-Horn, as part of the MUD team, will summarize key takeaways from the Transportation System Plan. The MUD team will review these materials and source plan documents and facilitate a work session with City staff to:

- Identify the most relevant and active policy directions.

- Clarify areas of alignment, overlap, or tension between plans.
- Establish a shared understanding of how these documents will inform the Comprehensive Plan update.

1.1.D Interviews and Focus Groups

The MUD team will conduct up to 7 key interviews and up to 3 focus groups with internal and external leaders, which may include City Council members, Planning Commissioners, City leadership and staff, business and housing communities, regional partners, and community organizations. City staff will lead additional interviews, if needed. MUD will develop tailored discussion prompts by group addressing topics such as:

- Current challenges and opportunities
- State legislation and regional policy context
- Perspectives on existing plans and implementation
- Desired outcomes for the Comprehensive Plan update

1.1.E Early Themes

The MUD team will synthesize input from staff summaries of early engagement, surveys, and known issues, and consolidate with key takeaways from interviews and focus groups to identify early themes, issues, and questions. This synthesis will inform subsequent engagement activities and guide the technical analysis in Phase 1 and beyond.

Task 1.2 Existing Conditions Analysis

1.2.A Landform and Urban Development

The MUD team will examine how Arvada's physical form has evolved over time, focusing on how geography, environmental systems, and infrastructure investments have influenced development patterns and urban form. This analysis will include:

- Historic evolution of land use and physical form
- Relationship between landform, transportation, and growth
- Constraints and opportunities informed by natural systems

1.2.B Equity in Land Use

As part of the MUD team, Cascadia Partners (CP) will evaluate how current land use designations and zoning regulations influence housing affordability and implications for equity by reviewing existing zoning and land use patterns. CP will assess income thresholds required to afford housing in different zones and produce diagrams that connect zoning capacity with household income requirements. CP will draw upon recent findings from the Arvada 2024

Housing Strategic Plan and Housing Needs Assessment to contextualize local trends and policy implications, and analyze how regulations and policy shape equitable outcomes.

1.2.C Existing Conditions Work Sessions

The MUD team, with support from Cascadia Partners (CP), will conduct up to two (2) work sessions with the City to review and refine the existing conditions analysis and confirm key takeaways.

Task 1.3 City Council and Planning Commission Work Session

Phase 1 will conclude with a joint City Council and Planning Commission Work Session. With support from GBSM, the MUD team, will:

- Present key findings from Phase 1 to build a shared understanding of the forces shaping Arvada's past and present.
- Review synthesized existing conditions, development patterns, and equity analysis.
- Summarize relevant adopted plans and policies, highlighting those most critical to the Comprehensive Plan update.
- Acknowledge ongoing and concurrent planning efforts.
- Clarify how other City plans (Strategic Plan, Housing, Transportation, Infrastructure, etc.) will inform the Comprehensive Plan.
- Facilitate discussion to confirm understanding, address questions, and validate the foundational narrative.
- Conclude with a clear transition and roadmap for Phase 2.

Deliverables and Meetings:

- Prepare for and participate in the following:
    - Phase 1 Engagement Work Session (with City staff)
    - Existing Conditions Work Session (with City staff; up to 2)
    - Joint City Council + Planning Commission Work Session
- Summary of Early Themes
- Draft Existing Conditions Analysis Slide Presentation
- Final Existing Conditions Analysis Slide Presentation

PHASE 2: WHO ARE WE NOW?

Establishing a shared baseline and early community engagement

Task 2.1 Phase 2 Engagement

2.1.A Phase 2 Engagement Planning Work Session
City staff will lead the planning and production of Phase 2 engagement activities, with targeted support from the MUD team. At this work session, City staff will present a draft engagement approach outlining methods, identifying primary audiences, and timing. The MUD team will provide feedback to ensure alignment with project goals, technical needs, and upcoming milestones.

2.1.B Brand Activation and Early Engagement Tools
City staff has already developed early engagement materials The MUD team will review the material already created and build from existing content to ensure clarity, consistency, and alignment with project framing. The MUD team will create project materials and graphic assets throughout the project as described in this scope of work.

2.1.C Community Listening & Learning Tour
City staff will lead planning, logistics, and execution of a Listening & Learning Tour using a mix of engagement formats such as open houses, office hours, intercept events, City-hosted tours and public meetings.

The MUD team will support City staff by reviewing engagement materials and advising on framing, questions, and methods, but will not be responsible for producing materials. The MUD team will attend:

- Up to 2 open houses/drop-ins/tours.
- Up to 3 presentations at existing community or neighborhood meetings.
- Presence at other City-hosted events where appropriate.

Task 2.2 Community Advisory Group (Meetings #1-3)

MUD will coordinate with City staff to form and convene a Community Advisory Group. MUD will advise on group composition, structure, and best practices, and City staff to select participants, send invites, and manage communications.

GBSM, with support from MUD, will plan and facilitate the Advisory Group Kickoff meeting and provide support for meetings 2-3.

Planned meeting topics include:

- Meeting #1 - Kickoff. Clarify roles, expectations, and how input will influence outcomes

- Meeting #2 - Existing conditions and context. Review baseline conditions and key influences.
- Meeting #3 - Vision and Guiding Principles. Values, aspirations, and early direction.

Meetings #4-6 will occur in Phase 3 and Meetings #7-8 will occur in Phase 4.

Task 2.3 “Where We Are Now” Framing

2.3.A “Where are we now?” Baseline Framing Discussion
City staff will prepare a summary of existing policies and key themes. MUD will review materials in advance and will facilitate a work session to:

- Discuss how to frame key issues and opportunities
- Identify sub-areas or focus areas
- Establish a shared language for “where are we now” to support engagement and scenario development

2.3.B Illustrative Mapping.
The MUD team, with support from Camille Pahl Design, will prepare an illustrative “Current Arvada” map that visually synthesizes key themes, places, patterns and community-identified strengths and concerns. This map will serve as a recurring visual reference throughout the project.

2.4 Vision & Guiding Principles

2.4.A Vision and Guiding Principles Work Session.
Informed by initial engagement and existing conditions analysis, MUD’s Core Team will facilitate a work session with City staff to frame a draft vision statement and guiding principles for the Comprehensive Plan update.

2.4.B Draft Vision and Guiding Principles
The MUD team will draft the vision and guiding principles and will work with City staff to refine them. The MUD team will also create a “north star” vision graphic and a set of values-based icons to anchor engagement and communication materials.

2.4.C City Council Meeting #2
MUD’s Core team will support City staff in preparation for City Council Meeting #2. Meeting topics are expected to include:

- A summary of Phase 2 Engagement
- Presentation of the draft vision and guiding principles
- Explanation of how vision and guiding principles will inform scenario planning process

Deliverables and Meetings:

1. MUD will prepare for and participate in:
    a. Phase 2 Engagement Planning Work Session.
    b. Listening & Learning Tours (as noted above)
    c. Vision and Guiding Principles Work Session.
    d. Advisory Group Meetings #1-3
    e. City Council Meeting #2
2. Illustrative "Current Arvada" map
3. Draft Vision Statement & Guiding Principles

PHASE 3: WHERE DO WE WANT TO GO?

Place Types & Scenarios

Task 3.1 Scenario Planning

Building on the Vision and Guiding Principles developed in Phase 2, Cascadia Partners (CP), in coordination with MUD and the technical team, will lead a normative scenario planning process to explore alternative futures for Arvada. This process will translate community values into tangible land use and policy choices, using scenario comparisons to guide decision-making toward a preferred growth strategy.

The scenario planning will be a structured, transparent process that is anchored by one major community touchpoint and supported by ongoing coordination with City staff, input from the Advisory Group, and updates to Planning Commission and City Council.

3.1.A Themes and Building Blocks + Work Session

CP, with support from the MUD team, will identify potential building blocks to shape the development of alternative scenarios. These building blocks may include policy directions, development patterns, or investment priorities aligned with the community-endorsed vision statement and guiding principles. The MUD team will facilitate a work session with City staff to discuss the building blocks and to finalize the approach to Phase 3 engagement; CP will join the meeting virtually. The outcome of this task will be a clear, agreed-upon set of building blocks to guide scenario development.

3.1.B: Advisory Group Meeting #4 (Prioritizing Building Blocks)
The MUD team will facilitate a discussion with the Advisory Group to prioritize and refine the proposed building blocks. This may be a spatial or non-spatial activity. The same or similar exercise may be conducted with the broader community and/or Planning Commission to reinforce alignment between community and leadership direction. The outcome will be a prioritized set of community-endorsed building blocks to guide scenario creation.

3.1.C Develop Alternative Scenarios + Work Session
Using input from the first touchpoint, CP will develop up to three alternative scenarios along with one reference ("business as usual") scenario. Each scenario will be evaluated across a consistent set of performance metrics derived from the guiding principles. The MUD team will prepare for and facilitate a work session with City staff to discuss potential scenarios. CP will join the work session virtually.

3.1.D Community Touchpoint #2 (Scenario Choosing)
CP, with support from the MUD team, will plan and conduct an in-person community meeting to review and compare the three scenarios and the reference scenario. Engagement activities will focus on evaluating tradeoffs and identifying elements of each scenario that best align with the community's goals. CP will train staff in facilitating additional outreach for scenario choosing if desired.

3.1.E Advisory Group Meeting #5 (Scenario Choosing)
A scenario choosing discussion, similar to Task 3.1.D, will be held with the Advisory Group. To maximize resources, the Advisory Group meeting and community meeting may be scheduled on the same trip, or CP may join the Advisory Group meeting virtually.

3.1.F City Council Meeting #3 (Scenario Choosing)
A scenario choosing discussion, similar to Task 3.1.D and Task 3.1.E, will be held with the City Council and Planning Commission, in a joint workshop. To maximize resources, this meeting may be scheduled on the same trip, or CP may join the meeting virtually. City staff will schedule the workshop and manage logistics.

3.1.G Preferred Scenario Development and Reporting + Work Session
CP will synthesize community and stakeholder input and summarize the scenario evaluation results. Based on this input, CP will identify the elements that should comprise the preferred scenario and will deliver the preferred scenario framework and map layers.

MUD will integrate the framework into the Future Land Use/Place Type Map and land use chapter of the Comprehensive Plan. The MUD team will facilitate a work session with City staff to review and refine the preferred scenario prior to moving into plan drafting.

3.2 Plan Structure & Focus Elements

3.2.A Land Use, Place Types, and Degree of Change + Work Session

MUD will develop a context-based Future Place Types framework to organize land use recommendations around physical outcomes rather than conventional use categories. The framework will be developed in direct coordination with the Preferred Scenario (Task 3.1) and will:

- Reflect existing neighborhood patterns while illustrating anticipated future outcomes.
- Provide clear language for degree of change (such as an area of stability, evolution, transformation) that describes the difference between the existing condition and the future place types.
- Align land use direction with other potential focus elements, such as housing, transportation, and infrastructure objectives.

The MUD team will prepare for and facilitate up to two (2) work sessions with staff on future place types, including the overall Place Type Framework and Future Land Use/Place Type map.

Building from the Framework and draft Future Land Use Map that MUD develops, City staff will play a leading role in refining and finalizing the Future Land Use map, with MUD providing technical support and guidance to staff during the refinement and finalization of the map.

3.2.B Plan Structure and Focus Elements Work Session

Developing the Plan Structure will require close coordination with City staff, including with other city departments and alignment with recent or ongoing planning efforts. The MUD team will work with City staff to confirm the Comprehensive Plan structure, core focus elements, and plan drafting roles. The MUD team and City staff will meet to discuss plan organization and TOC, plan drafting roles and responsibilities, and overall plan structure. It is the MUD team's intention to produce a plan that is succinct, focused, and references other city plans, if needed, rather than repeating recommendations.

City staff will participate in developing plan content related to city-led focus elements (those beyond future land use, place types, and housing), which may include, but is not limited to:

- Economic Development
- Transportation
- Utilities & Water Resources
- Parks, Trails & Recreation
- Equity & Health
- Environmental Resiliency

The MUD team will incorporate staff-led content into the plan to ensure a consistent voice and writing style.

3.2.C Advisory Group Meeting #6 (Future Land Use Map)
City staff and the MUD team to present the draft Future Land Use / Place Types Map and Framework to the Advisory Group and facilitate a discussion.

3.2.D City Council Meeting #4 (Future Land Use Map)
City staff and the MUD team to present the draft Future Land Use / Place Types Map and Framework to the Advisory Group and gather feedback.

Deliverables and Meetings:

1. Prepare for and attend:
    a. Up to three (3) Scenario Planning Work Sessions (Building Blocks, Alternative Scenarios, and Preferred Scenario)
    b. Up to two (2) Land Use / Place Types Work Sessions (Framework and FLUM)
    c. Plan Structure and Focus Elements Work Session
    d. Advisory Group Meetings #4-6 (CP to attend virtually, unless in town for Community Workshop)
    e. Council Meetings #3 and #4 (CP to attend virtually, unless in town for Community Workshop)
2. Prepare engagement materials and conduct one (1) Community Meeting (in-person)
3. Up to three (3) Alternative Scenarios and 1 Reference Scenario
4. Scenario Report Cards summarizing performance across key metrics
5. Preferred Scenario Framework Map
6. Draft Future Land Use/Place Types Framework and Map, provided in a GIS map package, Illustrator file, or other electronic file agreed to by the project team

Phase 4: How do we get there?

Finalize Plan, Prepare for Implementation & Plan Adoption

Task 4.1 Plan Document Design & Template

City staff will provide guidance regarding project branding and templates, including fonts, colors, and images, and including a specific approach for online publication. The MUD team will create a simple document template that is intended to be engaging, accessible, and visually cohesive. MUD will coordinate closely to ensure technical content aligns with the adopted template.

4.2 Comprehensive Plan Drafting

The MUD team will develop draft content related to:

- Future land use, place types, degree of change
- Equity considerations related to land use and growth
- Scenario development appendix

The MUD team will also produce plan-ready supplementary graphics related to:

- vision and guiding principles
- existing development patterns
- “Where are we now” illustrative map

For each element, the plan will outline key issues, goals, policies, and potential actions. Draft plan sections will include narrative, recommendations, maps, illustrations, and other exhibits intended to be included in the final plan document. The MUD team will be the lead plan drafter, with City staff supported by drafting content for targeted plan sections, as defined in Task 3.2.B. The MUD team will integrate all draft content and weave a compelling story that captures the plan process, spirit, and voice of the community. The draft plan may include:

- Vision & Guiding Principles
- Future Land Use & Place Types
- Housing
- Economic Development & Market Feasibility
- Transportation
- Utilities & Water Resources
- Parks, Trails & Recreation
- Equity & Health
- Implementation & Action Plan
- Scenario Development Appendix

4.3 LDC Alignment & Recommendations

City staff will conduct a Code Diagnostic evaluating the alignment between the new Plan (vision, place types, policies) and the existing Land Development Code (LDC). The MUD team will review and discuss with staff; key findings from this task will be integrated into the final plan document, as appropriate.

4.4 Final Deliverables, ADA & GIS

The MUD team will provide all text in agreed-upon editable formats for future updates and all GIS data in the City's geodatabase template for ArcGIS. City staff will be responsible for checking final ADA compliance for all materials.

4.5 Final Engagement & Adoption Support

City staff will lead Phase 4 engagement. The MUD team has reserved time to support final engagement and adoption activities, to be confirmed early in Phase 4. Support may include:

- Facilitate a City Council study session on the near-final draft Plan
- Support staff in planning a public open house and targeted presentations to key stakeholders
- Prepare rollout materials (slide decks, handouts, website copy) to support plan adoption
- Support Planning Commission and City Council hearings

Deliverables and Meetings

1. Draft and Final Comprehensive Plan material, including Admin Review Draft, Public Review Draft, and Final Draft. Preliminary drafts may be produced in a Word (or google) document for streamlined review.
2. GIS geodatabase and map layers
3. TBD: Engagement support

BUDGET

The following budget is based on the work described above.

TASK NAME	FEE
PHASE 0 - Project Management	$37,000
PHASE 1 - How did we get here?	$170,000
PHASE 2 - Who are we now?	$124,500
PHASE 3 - Where do we want to go?	$291,000
Phase 4 - How do we get there?	$77,500
Total Not-to-Exceed Fee	**$700,000**

SCHEDULE

The following budget is based on the work described above.

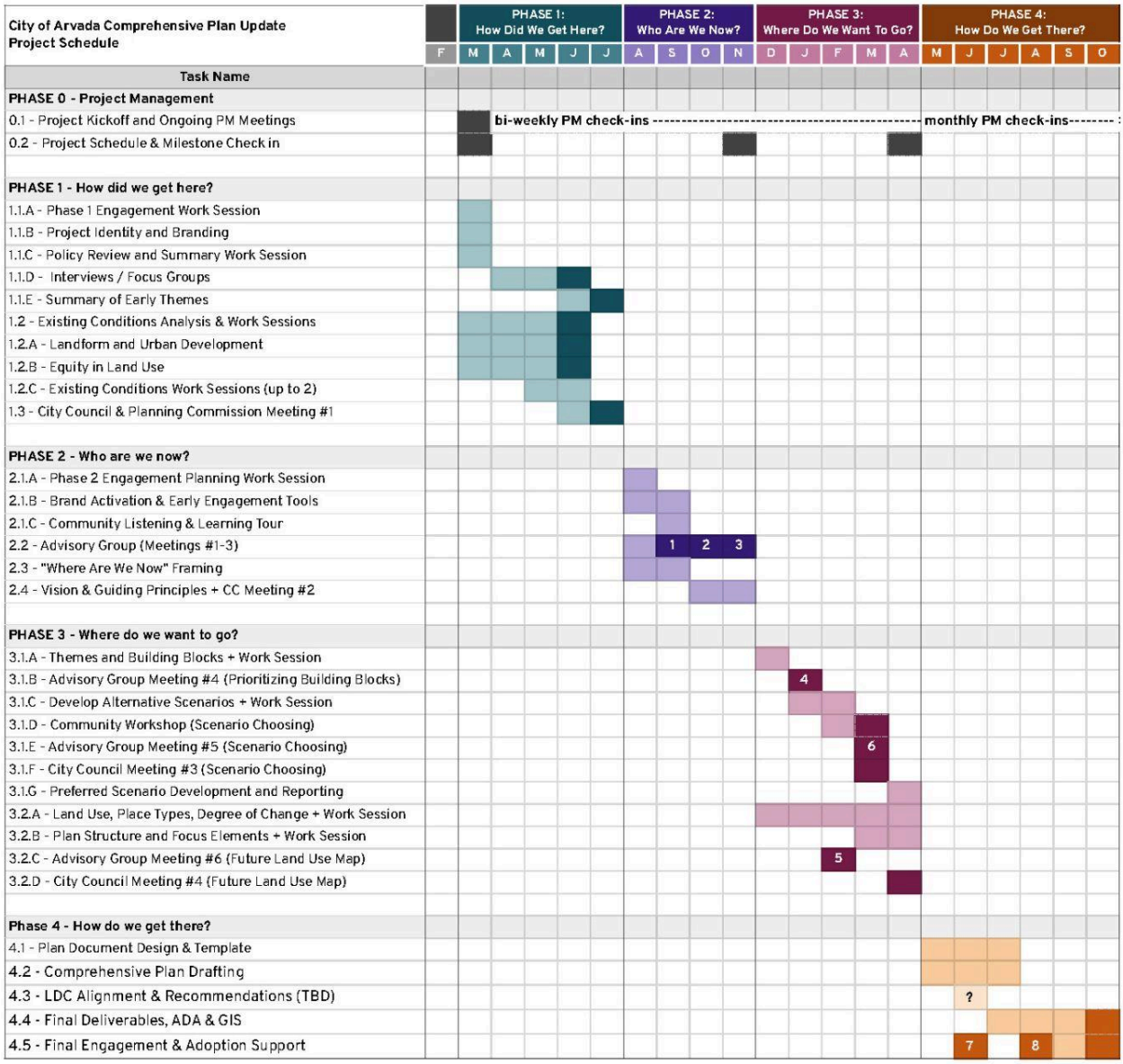


Illustration by
Camille Pahl Designs

Previous Projects

b. Detail Firms and assigned staff capabilities, experience, and qualifications

05

Project Collaborations

Our experienced team will work collaboratively, bringing an integrated approach from our various backgrounds of expertise. Our proposed team for this project has worked on many successful projects together throughout the years, as shown below and on the following pages.

PROJECT	CLIENT	YEAR	MUD	PJP	CP	KH	GBSM	EPS	ND
Growth Policy Update & Comprehensive Code Reform	Missoula, MT	2022–2025	X	X	X			X	
City Plan (Priority Place Types) & Land Use Code Updates (Phases 1 and 2)	Fort Collins CO	2017-2026	X	X	X	X	X		
Blueprint Denver, Comprehensive Plan 2040, & Neighborhood Planning Initiative	Denver, CO	2017-2023	X	X		X	X	X	X
Flagstaff Regional Plan	Flagstaff, AZ	2024			X				
Kiowa Comprehensive Plan	Kiowa, CO	2023 – 2024				X			
Fernley Area Plans (North, Southwest)	Fernley, NV	2025				X			
Arvada Transportation Systems Plan	Arvada, CO	2023-2025				X			
Elbert County Comprehensive Plan	Elbert County, CO	2025 – Ongoing				X			
Crowley County Comprehensive Plan	Crowley County, CO	2025 – Ongoing				X			
Homelessness Policy Facilitation	Arvada, CO	2024-2025					X		
Multi-Jurisdictional Homelessness Alignment	Jefferson Co., Colorado	2024					X		
Crested Butte Comprehensive Plan Community Engagement	Crested Butte, CO	2021-2022					X		
Enterprise Community Partners - At Home Aging Well Health Action Plans	Maryland	2023						X	
Colorado Housing Finance Authority – 'A Guide to Health & Housing Partnerships'	Denver, CO	2023						X	
Metro Denver Nature Alliance – Regional Equity Assessment	Denver, CO	2023						X	
Development Review Handbook & ADU Toolkit	Milpitas, CA	2020-2021	X						
Golden Transportation Master Plan	Golden, CO	2019							X
City Planning Capacity Assessment and Memphis 3.0 Advising	Memphis, TN	2017		X					
Houston General Plan Scoping: Blueprint Houston and City of Houston	Houston, TX	2014		X					

Growth Policy Update & Comprehensive Code Reform
Missoula, MT - 2022–2025

The City of Missoula undertook a three-year effort to update its Growth Policy and comprehensively reform its development code. The MUD/PJP/CP team played central roles in reframing the City's approach to land use, development capacity, equity, and infill readiness.

Key contributions included:

- Development of a context-based **Place Type Framework** that reshaped both the Growth Policy and zoning district structure.
- Preparation of **major deliverables** including the Equity in Land Use Report, Community Form Analysis, Code Diagnostic, and Guiding Principles for Code Reform (unanimously adopted by City Council).
- **Equity in Land Use Report** provided a narrative of historical events and practices—including the displacement of the indigenous community and discriminatory real estate practices—that have resulted in contemporary inequities in land use.
- **Spatial Equity Analysis** that informed future scenario modeling and recommended approaches to new plan designations and zoning. The City Council adopted a new Growth Policy (now called a "Land Use Plan") in December of 2024.
- **Creation of new UDC document structure,** tables of contents, code reorganization, and implementation tools. The new Unified Development Code is scheduled for public hearing December 2025.
- **Creation of graphics, illustrations, ADA-accessible materials,** and engagement collateral used by City staff at more than 150+ meetings.

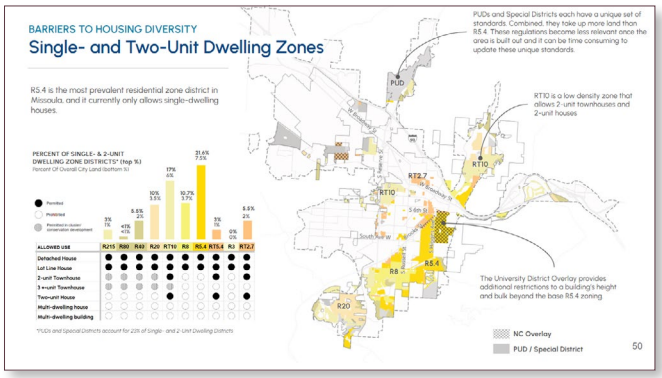
This project demonstrates the team's ability to manage a large, multi-year, multi-disciplinary process with complex political dynamics, intensive public engagement, and a complete overhaul of long-range policy and regulatory systems.

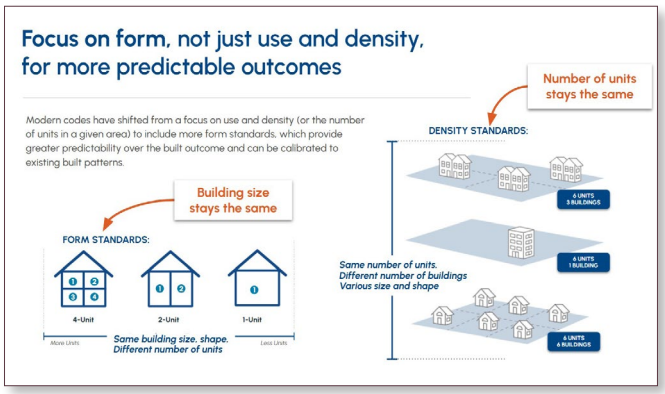
Client: City of Missoula, Montana

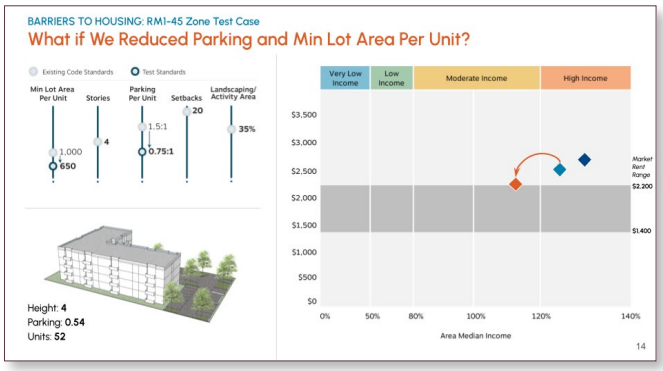
Firms Involved: Samantha Suter (as PM, lead planning & visualizations), Peter Park (and PIC), Phoebe Loyd, Gretchen Armijo, Alex Steinberger and other Cascadia Partners (Housing, equity, and engagement)

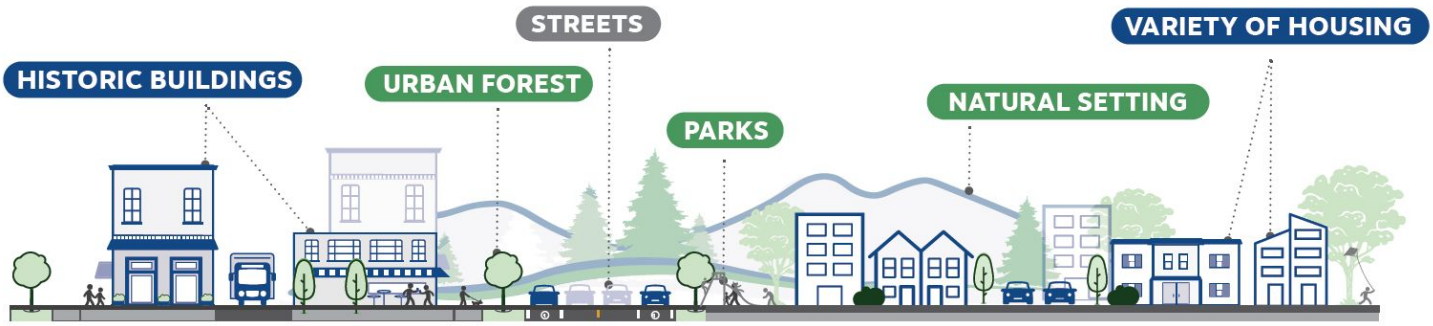
Budget:
$999,000

Reference: Eran Pehan
Director of Housing and Community Development, City of Missoula
Email: PehanE@ci.missoula.mt.us
Phone: 406-552-6395



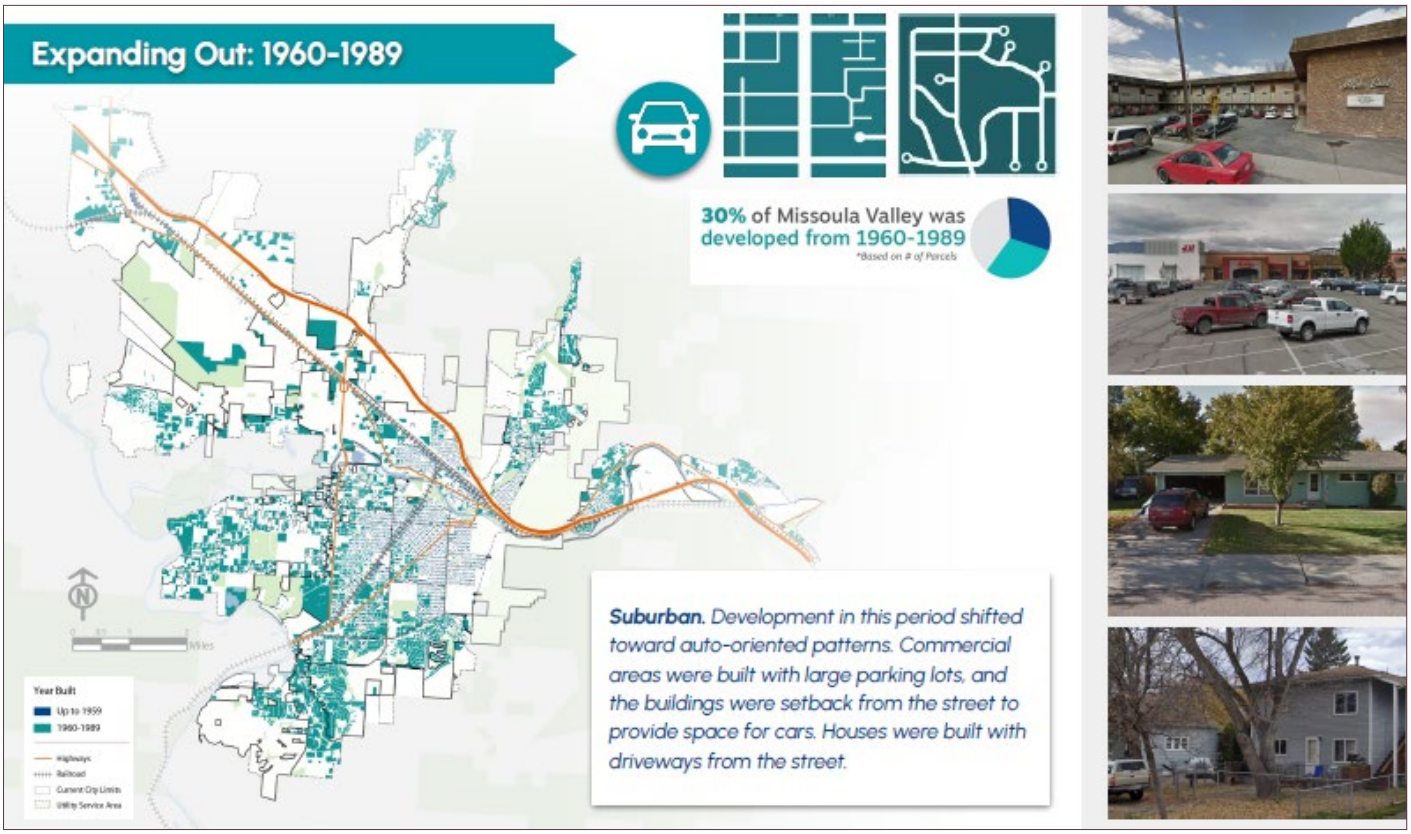


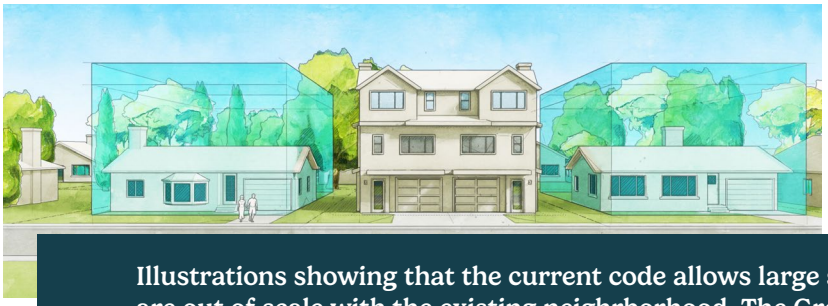


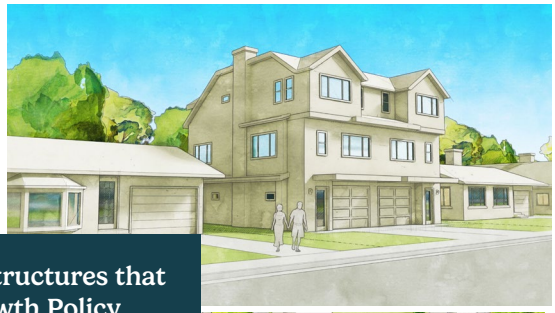


Growth Policy Update & Comprehensive Code Reform

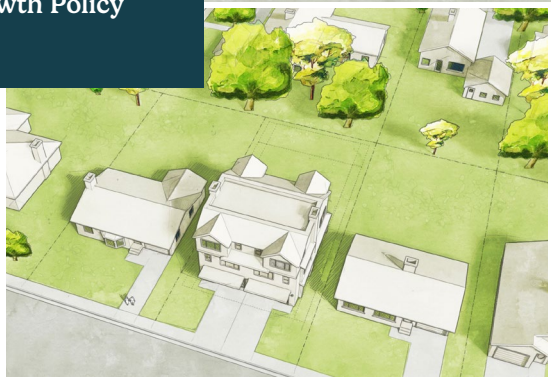
Missoula, MT - 2022–2025







Illustrations showing that the current code allows large structures that are out of scale with the existing neighrborhood. The Growth Policy recommended code update to support compatible infill.



R20	Minimum Feasible Sale Price	$941,690
	Minimum Feasible Rent Price	$6,014
	Minimum Income Needed to Afford	$253,000-222,000
	Estimated % of Households that Can Afford	< 10%
RT2.7	Minimum Feasible Sale Price	$444,392
	Minimum Feasible Rent Price	$2,837
	Minimum Income Needed to Afford	$126,000-137,000
	Estimated % of Households that Can Afford	15-30%
RT10	Minimum Feasible Sale Price	$738,040
	Minimum Feasible Rent Price	$4,697
	Minimum Income Needed to Afford	$200,000-220,000
	Estimated % of Households that Can Afford	< 10%
RM2.7	Minimum Feasible Sale Price	$430,197
	Minimum Feasible Rent Price	$2,748
	Minimum Income Needed to Afford	$118,000-143,000
	Estimated % of Households that Can Afford	15-30%
R8	Minimum Feasible Sale Price	$645,647
	Minimum Feasible Rent Price	$4,113
	Minimum Income Needed to Afford	$177,000-194,000
	Estimated % of Households that Can Afford	< 10%
RM1-35	Minimum Feasible Sale Price	$248,434
	Minimum Feasible Rent Price	$1,584
	Minimum Income Needed to Afford	$71,000-79,000
	Estimated % of Households that Can Afford	30-60%
R5.4	Minimum Feasible Sale Price	$541,690
	Minimum Feasible Rent Price	$3,451
	Minimum Income Needed to Afford	$150,000-164,000
	Estimated % of Households that Can Afford	10-15%
RM1-45	Minimum Feasible Sale Price	$295,412
	Minimum Feasible Rent Price	$1,883
	Minimum Income Needed to Afford	$83,000-88,000
	Estimated % of Households that Can Afford	30-40%
RT5.4	Minimum Feasible Sale Price	$561,044
	Minimum Feasible Rent Price	$3,578
	Minimum Income Needed to Afford	$155,00-170,000
	Estimated % of Households that Can Afford	10-15%
RM0.5	Minimum Feasible Sale Price	$312,041
	Minimum Feasible Rent Price	$1,988
	Minimum Income Needed to Afford	$88,000-89,000
	Estimated % of Households that Can Afford	30-40%

Cascadia Partners created development prototypes using existing zoning standards to show the costs and level of affordability of newly constructed housing units.

Fort Collins's City Plan (Priority Place Types 2017-2019) and Land Use Code Updates (Phases 1, 2021-2023 and Phase 2, 2024-2026)
Fort Collins, CO

Fort Collins has undertaken a nationally significant effort to align its long-range vision (City Plan) with a modernized, equity-focused Land Use Code. Across City Plan and Phases 1 and 2 of the Code Update, our team has helped the City reshape its approach to growth, housing, mobility, and urban form through context-based place types, data-driven zoning reform, and a clear focus on equity and affordability.

Key contributions included:

City Plan – Priority Place Types. Samantha Suter (while working for another firm) led the development of the City Plan "Priority Place Types," which established growth strategies, built form analysis, housing recommendations, and mobility frameworks for the community's major contexts. Her visual storytelling and form analysis helped residents understand how different areas could evolve over time, grounding future zoning decisions in a shared understanding of character and change. The Priority Place Types emphasized diversifying housing options, creating more walkable mixed-use districts, reducing auto-oriented design, and providing context-sensitive transitions between areas of change and stable residential neighborhoods.

Land Use Code Update – Phase 1 — Integrated Planning, Economics, and Equity. Phase 1 reorganized the entire Land Use Code and delivered major reforms to expand housing options, improve affordability, and align regulations with City Plan. This phase was a deeply collaborative effort between MUD, Peter Park, Cascadia Partners, and Equity Policy Solutions, each contributing a distinct layer of expertise that informed the final code.

Planning & Urban Design Leadership (MUD + Peter Park)

Metta Urban Design and Peter Park co-led Phase 1, producing:

- A comprehensive Code Diagnostic identifying gaps between policy and regulation and presenting context-based analysis, that illuminates why the city looks the way it does. This document formed the basis for context-sensitive form standards.
- A new code organization and graphic-forward format.
- New building types and calibrated form standards.
- Revised residential development standards and new missing-middle allowances.
- Consolidation of zone districts and removal of barriers to diverse housing options.

Economic Feasibility & Scenario Testing (Cascadia Partners)

Cascadia's analysis formed the technical backbone of Phase 1. Their work directly shaped the code's building types, density allowances,

Client: City of Fort Collins, CO

Firms Involved: Peter J. Park City Planning & Design (lead code advisor), Cascadia Partners (scenario planning & feasibility), MUD (design standards, building types, visualizations), Kimley-Horn (transportation & utilities review), GBSM (engagement)

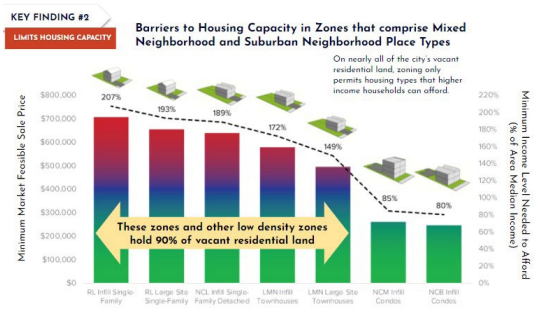
Team Members: Samantha Suter (as PM), Peter Park (and PIC), Phoebe Loyd, Gretchen Armijo, Alex Steinberger and other Cascadia Partners

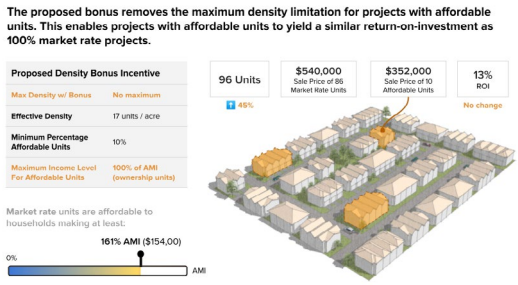
Budget:
$763,000 (both phases of Code Update); $245,000 for City Plan updates, subconsultant
to another firm

Reference:

Caryn Champine, Department Head of Planning, Development, and Transportation, City of Fort Collins Email: cchampine@fcgov.com | Phone: 970-221-6765

Ryan Mounce, City Planner (point of contact for City Plan) Email: rmounce@fcgov.com | Phone: 970-224-6186





Fort Collins's City Plan (Priority Place Types) and Land Use Code Updates (Phases 1 and 2) Fort Collins, CO - 2021-2026

and affordability incentive and included the following:

- Modeled housing prototypes for all 15 residential and mixed-use zones
- Performed sensitivity testing to calibrate standards and incentives for priority place types
- Analyzed inconsistencies between place types and zoning
- Quantified the impacts of zoning changes on housing production and affordability

Cascadia's findings produced major outcomes, including:

- Increased overall zoned capacity for housing on buildable lands by 53% from about 25,000 units to nearly 40,000 units.
- Increased capacity for deed-restricted affordable housing possible to build with bonus incentives by 194% from about 1,600 units to over 4,600 units. Expanded bonus incentives from 2 to 15 zones.
- Restructured bonus incentive criteria to ensure incentives address the most critical shortages in affordable units.

Equity & Public Health Analysis (Equity Policy Solutions)

Equity Policy Solutions worked alongside MUD/PJP and Cascadia to ensure the updated code advanced equitable access to housing, mobility, and opportunity. Their equity assessment:

- Identified which groups had been disproportionately affected by past zoning
- Evaluated how proposed standards would benefit or burden different populations
- Analyzed the mismatch between current housing stock and community needs
- Developed evidence-based zoning strategies to reduce socioeconomic, racial, and health disparities

EPS's findings were incorporated into the new housing types, incentive structures, and regulatory priorities included in the Phase 1 code.

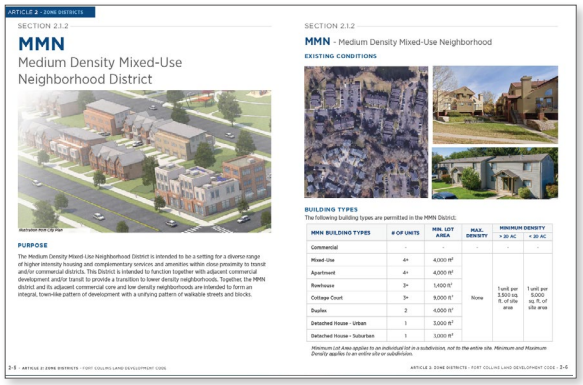
Phase 1 Code Updates were passed by City Council in May 2024 after extensive staff-led community engagement and challenging community conversations.

Land Use Code Update – Phase 2 (MUD, PJP, CP)

Phase 2 focused on targeted zoning changes along transit corridors and in employment areas, continuing the transition toward more mixed-use, housing-supportive zoning. Key work included:

- Reworking Building Types, Development Standards, and Site Planning rules to be more predictable and objective.
- Aligning zoning, design standards, and development review pathways with Council housing priorities.
- Scenario testing to understand market impacts and redevelopment feasibility with increasing allowance for residential uses in employment centers.
- Drafting graphics, diagrams, and visualization tools to communicate design standards to the public.

The "quick win" Phase 2 code amendments were adopted in October 2025 with work currently under way that includes further consolidation of commercial districts and additional form-based tools to guide intensification. This long ranging, multi-faceted project demonstrates the team's strength in collaborating across firms, quick-turnaround code work, working within politically complex environments, and aligning city policies with zoning to meet housing and climate goals.



Blueprint Denver, Comprehensive Plan 2040, & Neighborhood Planning Initiative

Denver, CO - 2017-2023

In 2002, Denver adopted Blueprint Denver, its first integrated land use and transportation plan. After being appointed Denver's Planning Director in 2004, Peter Park led multiple Blueprint Denver implementation efforts including the citywide update of the zoning code and map that was unanimously adopted by the Denver City council in 2010. The 2019 update of Blueprint Denver builds upon the Context and Form-based approach established in the Denver Zoning Code. A key innovation of the plan is the introduction of place types and street types, an approach that tailors development and mobility strategies to the unique characteristics of different areas. This framework allows for a more nuanced, context-sensitive approach to planning at a citywide scale.

Concurrently with the Blueprint Denver 2019 update, the City updated the Denver Comprehensive Plan 2040, which is the overarching policy guidance framework for all city and county agencies focused on development and the built environment. While primarily an internal effort, the plan and its process serve as a model for how city agencies can come together to align independent agency priorities and outcomes into a unified vision for the city. Steve Chester's role focused on facilitating interdepartmental sessions and serving as the primary lead for the plan's graphic design and production. Through thoughtful visual storytelling and clear design, he helped translate complex planning policies into accessible frameworks that supported collaboration, coordinated decision-making, and a cohesive citywide vision.

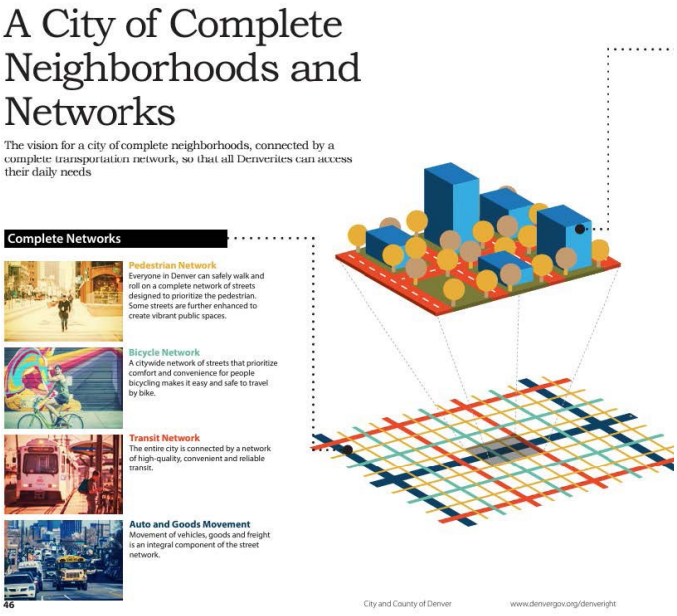
Social equity is the foundation of Denver's new plans that shape future growth around complete neighborhoods and complete networks within a system of defined place types referenced to the Neighborhood Contexts that organize the Denver Zoning Code. These next generation plans effectively balance equity and opportunity with implementation strategies for integrating land use, transportation, placemaking, and sustainability. They also provide foundational policies and priorities for Denver's NPI efforts.

Client: City of Denver. Colorado

Team Members Involved: Peter Park, Samantha Suter, Steve Chester, Gretchen Armijo for Blueprint Denver; Peter and Steve for Comp Plan; Peter, Steve and Samantha for NPI Strategic Plan; Kimley-Horn, GBSM, and MUD for Far Southeast NPI Plan.

Budget: varies, multiple projects

Reference: David Gaspers, AICP
Principal City Planner, City of Denver
Phone: 720.865.2936
Email: David.Gaspers@denvergov.org



Blueprint Denver, Comprehensive Plan 2040, & Neighborhood Planning Initiative
Denver, CO- 2017-2023

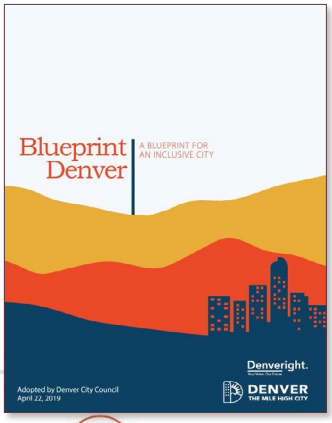
Several members of the project team worked on this effort:

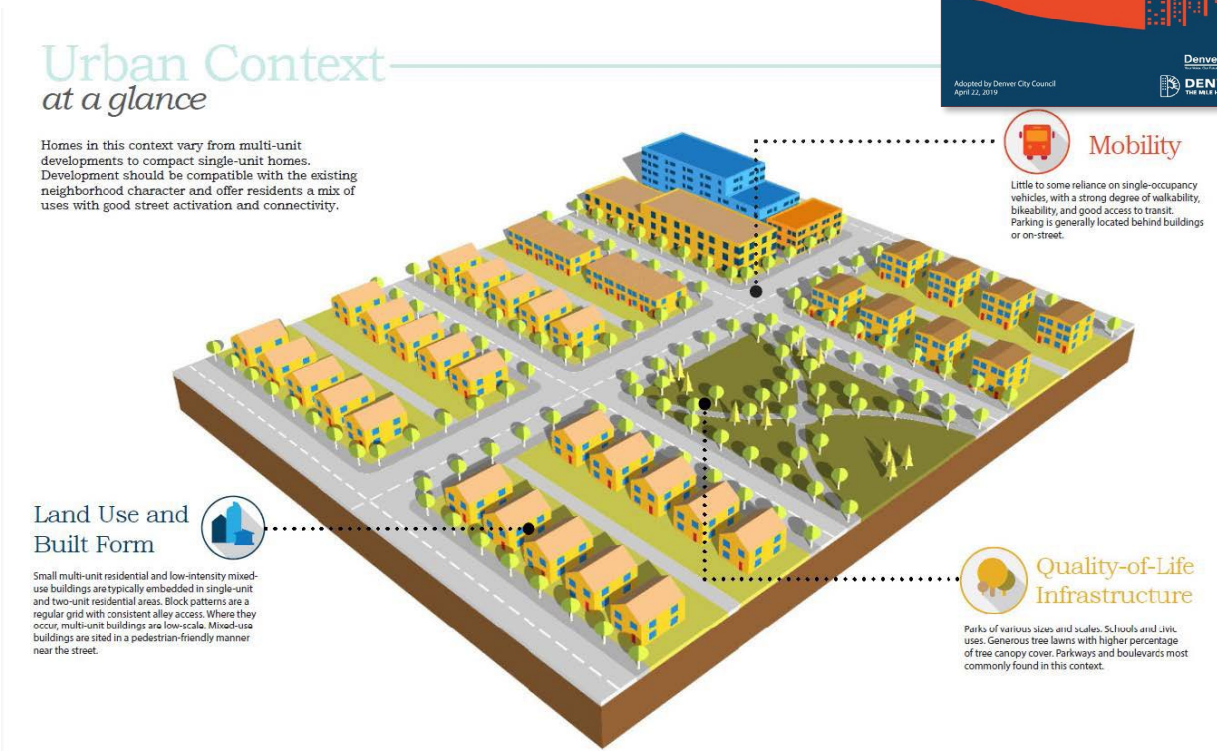
- **Peter Park** served as an advisor to the Denver Planning Director and staff on the concurrent updates of Blueprint Denver and Denver's Comprehensive Plan 2040 and the ambitious retooling of Denver's neighborhood planning system under the new Neighborhood Planning Initiative (NPI). These plans were part of Denveright, a comprehensive update of multiple citywide plans.

- **Steve Chester,** while working for the City of Denver, spearheaded project innovation and graphic design, with a primary contribution being the development and implementation of the place types and street types framework. He played a key role in defining and visualizing these concepts, ensuring they provided detail while remaining accessible to planners, decisionmakers, and the public. Through thoughtful design and clear visual storytelling, his work transformed complex data and planning principles into a user-friendly framework that continues to guide Denver's growth.

- **Samantha Suter** played a key lead in crafting Denver's Neighborhood Planning Initiative, a part of the overall Denveright initiative, while working for the City of Denver, and she worked on Blueprint Denver's engagement and implementation strategies while working for another firm.

- **Gretchen Armijo**, while working for the City of Denver, focused on bringing health and equity metrics to the plan for the first time ever. She co-developed and integrated the Denver Neighborhood Equity Index into the plan to measure differences in neighborhood conditions and resident health outcomes, and successfully advocated for land use strategies to improve equity in housing, transportation, and economic opportunity.





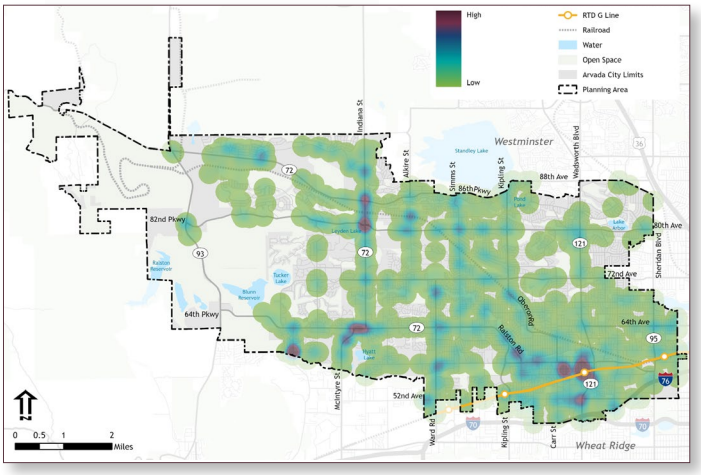
Transportation Systems Plan
Arvada, CO - 2023-2025

The Transportation Systems Plan (TSP) led by Kimley-Horn is a comprehensive transportation plan that covers all modes of travel in the city. The TSP proposes solutions to the transportation challenges and ways to capitalize on opportunities that Arvada will face in the next twenty years. The TSP includes a suite of goals and objectives that tie into the Arvada Comprehensive Plan goals. These TSP goals are then broken down into quantifiable metrics to objectively prioritize infrastructure improvement projects. The TSP process also included robust public engagement over several rounds to take in feedback on successes and shortcomings of the City's transportation system as well as review and refine the recommended improvement projects. Finally, the TSP includes an implementation plan that reallocates funding so the City can remain flexible in advancing high-priority projects into design and construction as well as to advocate for projects that are not led by the City, but have a large impact on travel within Arvada.

Client: City of Arvada, Colorado
Firms Involved: Kimley Horn

Budget:
$500,000

Final Cost:
$659,924

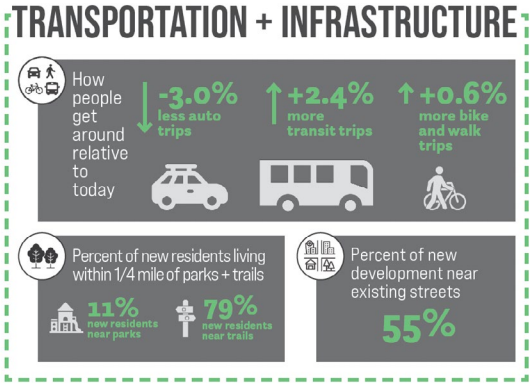


Flagstaff Regional Plan
Flagstaff, AZ - 2024

Cascadia Partners (CP) was hired by the City of Flagstaff, AZ to develop a scenario planning and public engagement process for the update to the Flagstaff Regional Plan. All cities in Arizona are required to update their General Plans every 10 years. Since 2014, the City of Flagstaff has chosen to satisfy this requirement through a regional planning process that includes surrounding unincorporated communities.
CP designed an innovative public engagement process that included an interactive map-based game called "Face the Future Flagstaff". CP and City staff were able to reach hundreds of participants in communities that are typically difficult to reach by conventional planning methods. Using the valuable input gathered during this phase of engagement, CP was able to develop a series of four land use and transportation scenarios to illustrate a range of potential policy-based outcomes. These scenarios were developed using UrbanFootprint, a scenario planning model that allows for the measurement of water use, travel behavior, and future housing cost.
The first phase of the project was completed in late 2023, on schedule and within the overall budget allotted for the project. In the second phase of the project, set to commence in early 2024, results of the scenario analysis will be used to identify goals, policies, and implementation strategies for the Regional Plan.

Client: City of Flagstaff, Arizona
Firms Involved: Cascadia Partners

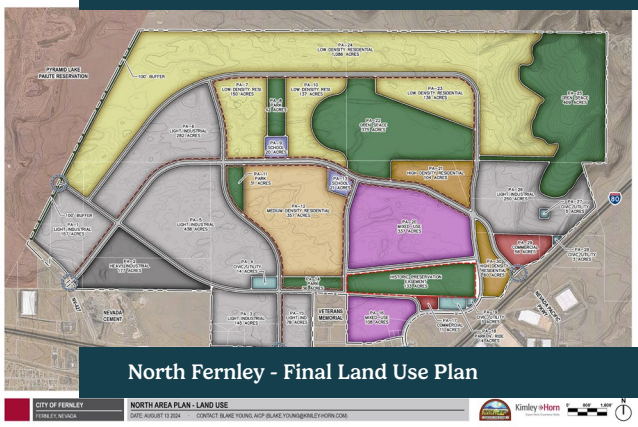
Reference: Sara Dechter
Comprehensive Planning Manager
City of Flagstaff, AZ
Email: sdechter@flagstaffaz.gov
Phone: (928) 213-2631 (2024)



Fernley Area Plans
Fernley, AZ - Adopted 2025

Kimley-Horn was selected to work on both the City of Fernley's North and Southwest Area Plans.
Our work included providing a guide for the future development of the area with specific focus on issues such as transportation/traffic, land use and zoning, development standards, flooding and drainage, infrastructure, community services, parks and open space, financing, and implementation Kimley-Horn worked with the City's staff, elected officials, developers, and the community to develop a sustainable Area Plan reflecting a unified vision for the growth and development of the north and southwest Fernley.

Engagement Workshops with the Community



North Fernley - Final Land Use Plan

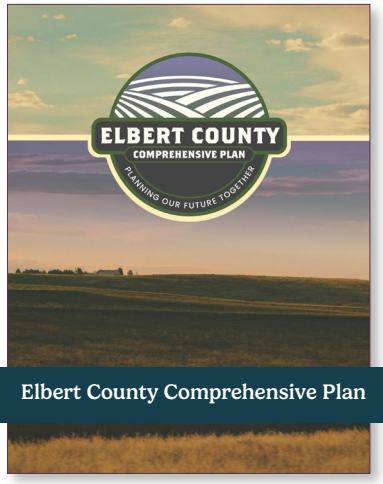
Client: City of Fernley, Arizona
Firms Involved: Kimley Horn

Budget: $147,000

Final Cost: $180,000

Elbert County Comprehensive Plan
Elbert County, CO - 2025 *(Ongoing)*

Kimley-Horn is currently working with Elbert County to update their Comprehensive Plan. Our work includes a robust community engagement approach which includes various jurisdictions with the County. Our team is also analyzing existing housing, infrastructure, and water conditions to identify and position the County for an appropriate level of growth.



Elbert County Comprehensive Plan

Client: Elbert County, Colorado
Firms Involved: Kimley Horn

Budget: $240,000

Crowley Comprehensive Plan
Crowley County, CO - 2025 *(Ongoing)*

Kimley-Horn will provide comprehensive planning services to support Crowley County in creating its long-range vision. These services include managing the project and coordinating meetings, analyzing existing conditions and community demographics, and leading stakeholder and public engagement through surveys, open houses, and youth events. The team will develop a vision and goals, prepare a future land use plan with detailed subarea plans, and conduct water infrastructure analysis to ensure resource protection. They will also create an implementation strategy with funding recommendations and guide the County through final plan adoption, delivering a complete roadmap for sustainable growth and development.

Client: Crowley County, Colorado
Firms Involved: Kimley Horn

Budget: $300,000

Multi-Jurisdictional Homelessness
Jefferson County, CO - 2024

GBSM designed and facilitated a countywide convening of more than 50 elected officials, city and county managers, and community leaders representing every jurisdiction in Jefferson County. The goal was to establish alignment and shared commitment around homelessness response and cold-weather shelter planning for the 2025–2026 winter season. GBSM's role included stakeholder coordination, agenda design, pre-meeting briefings, and facilitation of difficult policy discussions across ideological and jurisdictional divides. The session resulted in a unified framework and collective policy commitments that will guide ongoing collaboration across Jefferson County governments and partners.

Client: Jefferson County, Colorado
Firms Involved: GBSM
Budget: $30,000
Reference: Kerry Wrenick, Regional Homeless Coordinator

Alana Plaus leading engagement

Homelessness Policy Facilitation
Arvada, CO - 2023-2025

GBSM partnered with the City of Arvada to facilitate a study session with City Council, City leadership, and regional partners from Adams and Jefferson Counties to determine a policy direction to address and prevent homelessness. This multi-jurisdictional effort required navigating complex political, social, and intergovernmental considerations. GBSM worked closely with participants in the weeks leading up to the session to foster collaboration and trust, ensuring that diverse viewpoints were represented and aligned. The resulting policy roadmap provided the City with a clear and actionable framework for implementing a coordinated response to homelessness.

Client: City of Arvada, Colorado
Firms Involved: GBSM
Budget: $80,000
Reference: Don Wick
City Manager, City of Arvada | dwick@arvada.org

Study session feedback for Homelessness

Crested Butte Comprehensive Plan Community Engagement
Crested Butte, CO - 2021- 2022

The Crested Butte Community Compass is the Town of Crested Butte, Colorado's comprehensive plan. Adopted in 2022, the Community Compass publicly declares the intentions of the Town and provides a framework for the Town to navigate its future in a way that is aligned with the values of the Crested Butte community. GBSM helped facilitate a far-reaching and dynamic community engagement effort for Community Compass that uncovered the community's core values and priorities which now act as Crested Butte's north star.

Client: Crested Butte, Colorado
Firms Involved: GBSM
Budget: $90,000
Reference: Mel Yemma,
Community Development Director

Community Compass changed the game for the Town and its community to intentionally work through uncertain moments, complex decisions, and Crested Butte's most pressing challenges. Community Compass won the APA Colorado Chapter 2022 honor award for community engagement and continued to be applauded throughout Colorado as a genuine and unique comprehensive plan that is actively in use, and not on collecting dust on the shelf.

Enterprise Community Partners - Thome Aging Well Health Action Plans Maryland
Maryland - 2023

Equity Policy Solutions completed two Health Action Plans to help older adults living in affordable communities in Maryland to age in place with improved health, safety, and wellbeing. We analyzed public health data and worked with nonprofit housing partners and stakeholders to identify key health needs and recommend strategies for home improvements to improve residents' physical and mental health, wellbeing, and community connection.

Client: Enterprise Community Partners

Firms Involved: Gretchen Amijo, Equity Policy Solutions

Reference: Mary Ayala, Senior Program Director
Enterprise Community Partners
10 G Street NE | Washington, DC 20002
mayala@enterprisecommunity.org | 404.698.4609

Colorado Housing Finance Authority – 'A Guide to Health & Housing Partnerships'
Denver, CO (2023)

Equity Policy Solutions developed 'A Guide to Health & Housing Partnerships' for affordable housing developers and health care institutions to work together. The guide is meant to support the development of housing that can result in improved health, social and racial equity outcomes, and reduce patient healthcare costs. The project involved stakeholder engagement and research to develop potential financing scenarios and housing prototypes for new housing in urban, rural, and mountain communities for low-income residents and the local workforce.

Client: City of Denver, Colorado

Firms Involved: Gretchen Amijo, Equity Policy Solutions

Reference: Renee Saia, Senior Project Manager | Colorado Housing & Finance Authority 1981 Blake Street | Denver, CO 80202 renee@chfainfo.com | 303.297.7390

Metro Denver Nature Alliance – Regional Equity Assessment Denver
Colorado (2023)

Equity Policy Solutions conducted a Regional Equity Assessment to better understand barriers to accessing green space and nature in the 7-county Denver Metro area. We convened an advisory team of people with lived experience in barriers to accessing nature. The team worked iteratively in a year-long process to define equity in nature access and identify a framework, made up of 'six dimensions of equity,' to expand access to nature for groups experiencing barriers. The Equity Assessment will be used to guide and prioritize land use decisions and investments across the Denver region in the upcoming Regional Vision Plan for People & Nature.

Client: Metro Denver Nature Alliance

Firms Involved: Gretchen Amijo, Equity Policy Solutions

Reference: Susan Daggett, Executive Committee | Metro Denver Nature Alliance 2255 E Evans Avenue | Denver, CO 80208 Sdaggett@law.du.edu | 303.249.3123

Development Review Handbook & ADU Toolkit
Milpitas, CA - 2020-2021

Metta Urban Design worked with the City of Milpitas Planning and Building Departments to create two user-friendly documents for developers and homeowner applicants in navigating the City's complex permitting processes. Deliverables included a Development Review Handbook and ADU Toolkit. The process of ideation and execution of deliverable content were established through customized, hand-drawn illustrations, and infographics depicting codes, policies, and processes.

The Development Review Handbook provides a step-by-step explanation of the City's development review process and an introduction to planning. The ADU Toolkit informs, inspires, and guides homeowners through a full-service review process to streamline ADU production. These documents are being recognized for originality and innovation in streamlining and facilitating housing and establishing a new standard of customer service and education that helps improve the partnership between planners and communities that they serve.

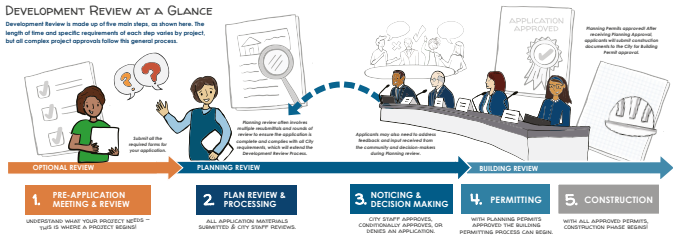
Winner of 2022 American Planning Association (APA) California Award for Best Practice

Client: Jefferson County, Colorado
Firms Involved: MUD (Samantha Suter, Phoebe Loyd)

Reference: Jay Lee, Principal Planner
City of Milpitas (408) 586-3077
jlee2@ci.milpitas.ca.gov

Budget:
$99,990

Custom illustrations supported a user-friendly guide for the complex Development Review Process



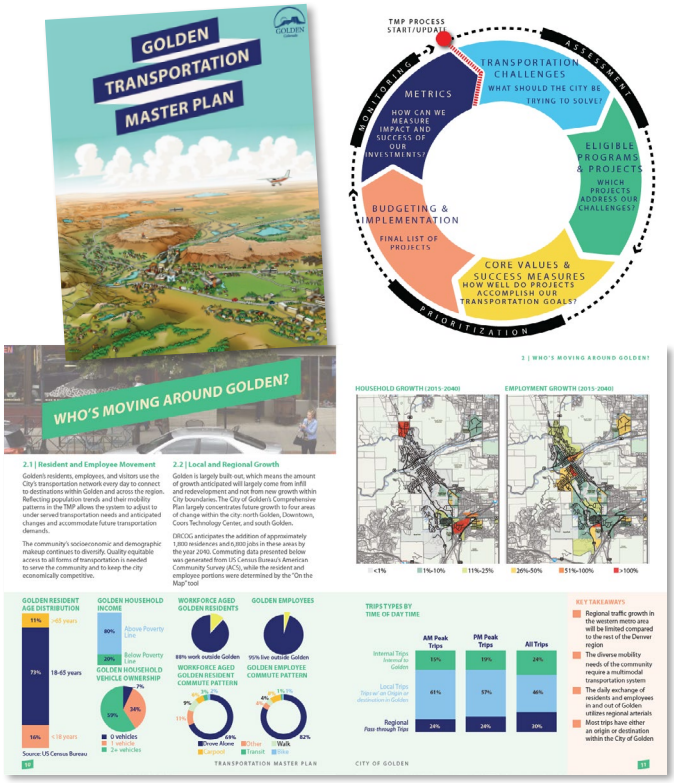
Golden Transportation Master Plan
Golden, CO - 2019

The City of Golden's Transportation Master Plan is a forward-thinking guide that balances complex, data-driven analysis with clear, actionable solutions. Designed to address evolving mobility needs, the plan integrates technical insights, transportation modeling, and community priorities to create a cohesive vision for the city's future. While the recommendations are backed by in-depth research, the plan itself is intentionally simple in its design—focusing on clear challenges and practical solutions that can be quickly understood and implemented.

Steve's role in this project included document layout and design, planning technical support, and community engagement. Through thoughtful visual storytelling, he helped translate technical data into an accessible format, ensuring that both decision-makers and residents could easily navigate the plan's findings. By prioritizing clarity and usability, the final document not only reflects Golden's transportation vision but also serves as a practical tool to guide rapid and effective implementation.

Client: Golden, Colorado

Firms Involved: Steve Chester, Narrative Designs



City Planning Capacity Assessment and Memphis 3.0 Advising
City of Memphis, TN, 2017

For decades, the City of Memphis followed a destructive pattern of sprawling outward through annexation and disinvestment in core neighborhoods. Peter J. Park, LLC was retained by the Greater Memphis Chamber working in partnership with the City of Memphis, to broaden understanding among local leaders on how city planning that builds on the community's urban assets, strong coordination across multiple city departments, and a culture of public trust could advance Memphis. The work included an assessment of the City's planning history and current development challenges, staff resources and capacities, and Memphians' perceptions of city planning. Peter coordinated peer city visits for key community leaders to learn about planning department functions in other cities and successful planning outcomes based on broad community engagement.

He provided recommendations on a new planning department structure and necessary staff capacities to leadership in the office of the newly elected mayor. This work set the stage for the creation of the Memphis Office of Comprehensive Planning and initiation of Memphis 3.0, the City's first comprehensive plan update in over four decades. Peter served as an advisor in the early phases of Memphis 3.0 working with focus groups and staff on establishing the plan scope and community engagement approaches. He later assisted in implementation working group summits in collaboration with Opticos. The plan was unanimously adopted by the Memphis and Shelby County Land Use Control Board in February 2019 and is the 2020 recipient of APA's 2020 Daniel Burnham Award for a Comprehensive Plan.

Client: Greater Memphis Chamber and City of Memphis, Tennessee

Firms Involved: Peter J. Park

Reference: Frank Ricks, FAIA Chair, CC Planning Committee Greater Memphis Chamber Principal, Looney Ricks Kiss 901.521.1440

Houston General Plan Scoping: Blueprint Houston and City of Houston
City of Houston, TX, 2014

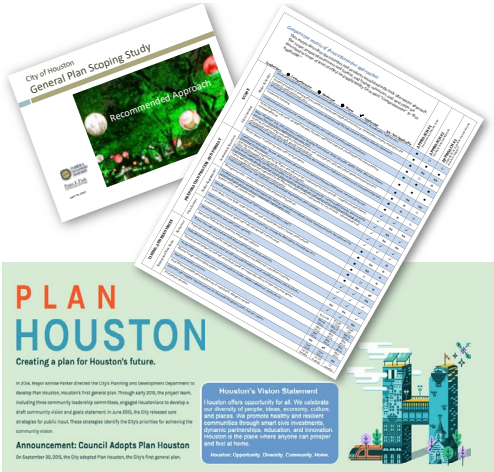
Peter J. Park, LLC was retained by Blueprint Houston working in partnership with the Office of Mayor Annise Parker, to lead a scoping effort for the first general plan for the City of Houston. The work included an assessment of the City's planning and development issues, staff resources and capacities, and perceptions of city planning in Houston. In addition to meeting with numerous community and business leaders, Peter led a 2-day multi-departmental staff workshop to identify scope and alternative approaches for a general plan tailored to Houston's needs. He provided strategies for socializing the alternatives among key stakeholders and thought leaders and a process for evaluating and selecting an approach. These efforts solidified the case for planning in Houston and laid the substantive and procedural groundwork for the preparation of its first general plan.

Plan Houston, adopted in September 2015 articulates the City's future vision and defines outcomes and strategies to enhance neighborhoods and support Houston's growth and development. The plan is a tool for ensuring implementation efforts of the City and its partners are most effectively coordinated, both internally between departments and externally with partner agencies, enabling the City to be more engaged and proactive in its future evolution and development.

Client: City of Houston, Texas

Firms Involved: Peter J. Park

Reference: Joe Webb, AIA Chair, Blueprint Houston Principal, Webb Architects 713.400.0230 jwebb@webbarchitects.com



APPENDIX 1

Resumes

METTAURBANDESIGN

samantha@mettaurbandesign.com

Time at Firm:

7 years

Areas of Expertise

- Form-Based and Context-Based Codes
- Design Standards and Guidelines
- Place Types and Plan Implementation
- Public Engagement and Participatory Planning
- Project Management and Client Relations

Education

Master of Urban Design, University of Colorado, Denver

Bachelor of Landscape Architecture, University of Georgia

Urban Design Certificate, Cortona, Italy

Licenses

Registered Landscape Architect (#6241)

LEED Accredited Professional

American Institute of Certified Planners

Experience

Sketchup Instructor, University of Colorado Denver

Visualizations for Planners, University of Colorado Denver

Project Manager, MIG, Inc.

Urban Designer, City and County of Denver

Principal of Landscape Architecture, Metta Landscapes

Samantha Suter

Owner & Principal

Samantha Suter is an urban designer, landscape architect, and planner with more than 15 years of experience shaping community visions, zoning codes, and implementation-ready urban design frameworks. She specializes in translating complex planning concepts into clear, intuitive, and highly visual work products that build trust, deepen understanding, and empower communities to make informed choices about their future.

Samantha's technical expertise includes the development of urban design typologies, place types, calibrated building-form standards, incentive-based regulations, and implementation strategies that link policy, form, and market realities. Her work often aligns zoning tools with desired character and outcomes, with standards grounded in real-world development patterns and political realities.

Outside of her consulting work, Samantha developed the Visualizations for Urban Designers and Planners curriculum at the University of Colorado Denver's graduate program, where she teaches and mentors emerging professionals in effective storytelling, design communication, and critical thinking. Recognized for her ability to distill complexity into accessible, inspiring content, Samantha is driven by the belief that strong visual communication builds strong communities. She brings this philosophy and her calm, dependable leadership to every project she leads.

Relevant Experience

- Our Missoula: Growth Policy Update and Comprehensive Code Reform | Missoula, Montana
- Priority Place Types (part of City Plan) and Land Use Code Phases 1 and 2 | Fort Collins, Colorado
- Connecting Communities 2 Transit: Boulder Highway Implementation Plan | Henderson, Nevada
- Blueprint Denver, Far Northeast NPI Plan, Near Southeast NPI Plan, Globeville Neighborhood Plan, Elyria and Swansea Neighborhoods Plan, 38th and Blake Station Area Plan Amendment | Denver, Colorado
- Development Review Handbook and ADU Toolkit | Milpitas, California
- Middle Housing Code Amendment | Issaquah, Washington
- Mulberry Corridor Plan | Fort Collins, Colorado
- RidgeGate City Center Sub-Area Plan | Lone Tree, Colorado
- Denver Zoning Amendments and User Guides: Arapahoe Square, Cherry Creek North, Suburban Mixed-Use Zoning District, South Sloan's Lake, 38th and Blake Incentive Zoning, National Western Center Zone District, Row Home Access Drives, Open Space Requirements for General Development Plans | Denver, Colorado

Peter J. Park
City Planning and Design

peter@peterpark-planning.com

Peter Park

Director & Owner

Peter Park is a city planner and educator with over 30 years experience in both private and public sectors. He served as planning director of two large American cities and is internationally recognized for leading innovation in land use and transportation planning practice. He oversaw comprehensive zoning code and map replacements in Milwaukee and Denver that delivered innovation with practical results, streamlining development permitting, guiding high quality design, and implementing the urban vision identified in each city's Comprehensive Plan. Through extensive interdepartmental coordination and public engagement, both zoning codes received broad community support and were unanimously adopted.

As a former planning director, Peter has unique perspectives on urban development and regeneration and special expertise in the areas of collaborative community planning, zoning code reform, transit-oriented development, and organizational management. He has overseen preparation of numerous plans, comprehensive zoning code updates, and implementation of major infrastructure and development projects in both large and small cities. His focus on the linkage between innovative planning and practical implementation strategies has delivered lasting improvements in communities where he has worked both in the U.S. and abroad.

Areas of Expertise

- Form-Based Code
- Urban Design / Planning
- Highways to Boulevards
- Architecture

Education

Masters Degree, Urban Planning,
University of Wisconsin-Milwaukee

Masters Degree, Architecture,
University of Wisconsin-Milwaukee

Bachelor of Science in Architectural Studies, Arizona State University

Experience

30+ Years Total Experience
12 years at Firm

Planning Director,
City and County of Denver

Planning Director,
City of Milwaukee

Board Member,
Smart Growth America

Steering Committee,
Center for Zoning Solutions (formerly Form-Based Code Institute)

Visiting Design Critic in
Urban Planning and Design,
Harvard Graduate School of Design

Lincoln Loeb Fellow,
Harvard Graduate School of Design

Associate Professor Adjunct of Urban Design, University of Colorado

Adjunct Assistant Professor,
University of Wisconsin Milwaukee

Relevant Experience

- Our Missoula: Growth Policy Update and Comprehensive Code Reform | Missoula, Montana
- Land Use Code Phase 1 and Phase 2| Fort Collins, Colorado
- City Planning Capacity Assessment and Memphis 3.0 Advising | City of Memphis, TN, 2017
- Houston General Plan Scoping: Blueprint Houston and City of Houston | City of Houston, TX, 2014
- Zone In Columbus | Columbus, Ohio
- Blueprint Denver | Denver, Colorado
- Our Vancouver Compreheneisve Plan and Code Update | Vancouver, Washington
- Golden Code Audit and Rewrite | Golden, Colorado
- Denver Zoning Code | Denver, Colorado
- re:code LA | Los Angeles, California
- Austin Land Development Code | Austin, Texas
- Milwaukee Citywide Zoning Code Update | Milwaukee, Wisconsin

steiny@cascadia-partners.com

Alex Steinberger

Managing Partner

CASCADIA PARTNERS

Alex is an urban planner and economist with a strong foundation in geographic information systems (GIS). He has over 10 years of experience working in the field of urban planning with a specialty in land use modeling. He has built and calibrated numerous scenario planning tools and was instrumental in the development of one of the most widely-used scenario software packages on the market: Envision Tomorrow.

At Cascadia Partners, Alex focuses on scenario planning, housing, and economic development. He has experience working at a range of scales, from site-specific redevelopment projects to regional visioning efforts. In every project, Alex employs cutting edge planning tools and techniques with an eye for communicating complex topics to non-technical audiences. His experience has taught him that technical analysis is only as useful as the story it is able to tell.

Time at Firm:

7 years

Areas of Expertise

- Zoning, Economic, and Policy Analysis
- Scenario Planning

Education

Master of Urban and Regional Planning, Portland State University

Bachelor of Arts, Economics
University of California, Los Angeles

Licenses

American Institute of Certified Planners

Experience

Managing Partner,
Cascadia Partners
April 2018 to present

Project Manager,
Fregonese Associates
September 2012 to April 2018

Assistant Planner,
Oregon Department of Transportation (ODOT)
November 2011 to August 2012

Relevant Experience

- **Modesto Housing Plan, Modesto, CA (2022)**
  Alex led the development of housing capacity scenarios for the City of Modesto's Housing Plan. The capacity scenarios used a residual land value approach to test the city's housing capacity under a series of zoning text and map change proposals. The results were used to develop a recommended set of standards and land availability database to suppor the City's Housing Element update.
- **Tigard Triangle Equitable Urban Renewal Plan Tigard, Oregon (2020)**
  Alex served as the scenario planning and analysis lead for the City of Tigard's Equitable Urban Renewal Plan. This effort involved detailed scenario modeling of proposed capital projects such as trails, pedestrian bridges, and streetscape enhancements. For each proposed project, Alex analyzed the direct and catalytic impact and provided a range of performance metrics to community stakeholders. The project resulted in a budget-constrained funding package that directly reflected community desires for improvements that mitigated the potential for gentrification and displacement.
- **Fiscal Impacts of Residential Development San Antonio, TX (2018)**
  Working with developers and City of San Antonio staff, Alex developed a report that analyzed the fiscal impacts of a range of residential development types in various parts of the San Antonio region. The findings of this report were used to shed light on the financial and policy barriers that currently impede infill development in San Antonio and the beneficial impact of infill development on fiscal health.

anais@cascadia-partners.com

Anaïs Mathez

Land Use Planner

CASCADIA PARTNERS

Anaïs Mathez is a land use planner and community engagement specialist with over a decade of experience designing and conducting public involvement programs and comprehensive planning processes across the Pacific Northwest. Her award-winning work sits at the intersection of policy, urban design, equity and scenario planning—helping communities explore future possibilities through processes that are both technically grounded and publicly relatable.

At Cascadia Partners, Anaïs focuses on integrating these elements into comprehensive planning processes. She develops facilitation strategies, visual tools, and digital products that allow people from all backgrounds to engage in spatial thinking and understand the trade-offs embedded in long-range planning decisions. Her approach emphasizes clarity and inclusivity—crafting processes that help communities see themselves in the data, visualize alternative futures, and co-create plans that balance aspiration with feasibility.

Time at Firm:

4 months

Areas of Expertise

- Comprehensive Planning
- Community Engagement
- Scenario Planning

Education

Master of Urban and Regional Planning, Portland State University, Portland OR;

Bachelor of Arts, Urban Systems, McGill University, Quebec CA

Licenses

American Institute of Certified Planners

Relevant Experience

- **2045 Comprehensive Plan City of La Pine, OR (2025)**
  Anaïs directed La Pine's 2045 Comprehensive Plan update, engaging the community in scenario planning to explore future growth alternatives and consider key policy issues like wildfire mitigation, groundwater quality, park and trail connectivity, housing choice, and economic development. The project won the Oregon American Planning Association's (OAPA) 2025 Excellence in Planning Award.
- **Envision Sandy 2050 Comprehensive Plan Update, City of Sandy, OR (2024)**
  Anaïs managed a multidisciplinary team for the City's Vision and Comprehensive Plan update. A community-wide visioning process established a framework for future growth and development to guide city decision-making. Strong stakeholder engagement, youth involvement and grassroots Spanish-language outreach guided key policy choices around natural hazard resiliency, infrastructure provisioning, and economic development. The project won the Department of Land Conservation and Development (DLCD) 2025 Achievement in Community Engagement (ACE) Award.
- **Redmond 2040 Comprehensive Plan Update, City of Redmond, OR (2021)**
  Anais led a City-wide effort to update Redmond's Comprehensive Plan, beginning with an extensive engagement program to understand what residents value, want to protect, and hope to see change by 2040. The effort also included an economic opportunities analysis, buildable lands inventory, and housing needs analysis to evaluate whether the city's urban growth boundary could meet 20-year employment and housing needs.

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Blake Young

Urban Design & Planning Lead

Blake is an urban planner and designer with 10 years of experience in long range planning initiatives, urban design, creative placemaking, mobility, and land use planning. His experience encompasses downtown master plans, comprehensive and subarea plans, and mobility-focused corridor plans. Blake brings a bold take on planning and urban design to help spur redevelopment opportunities in small towns and cities. He focuses on creating unique solutions for every project while linking reinvestment opportunities to public planning initiatives to promote market feasible and sustainable growth.

Areas of Expertise

- Long Range Planning
- Urban Design & Placemaking
- Mobility

Education

Bachelor of Arts (BA), Urban Planning, University of Cincinnati

Licenses

American Institute of Certified Planners (AICP) (#33686)

Experience

10 Years Total
6 Years at Kimley Horn

Relevant Experience

- **Town of Kiowa, Comprehensive Plan, Kiowa, CO | Project Manager**
- **Elbert County, Comprehensive Plan, Elbert County, CO | Project Manager**
- **City of Cripple Creek, Comprehensive Plan, Cripple Creek, CO — Project Manager**
- **City of Cripple Creek, Economic Development/Tourism Plan Cripple Creek, CO — Project Manager**
- **City of Sachse, PlanSachse Comprehensive Plan, Sachse, TX — Planning Lead***
- **City of Fernley, North and Southwest Area Plans, Fernley, NV — Project Manager**
- **City of Tucson, Grant Road Corridor Plan, Tucson, AZ — Project Manager**
- **City of Northglenn, Section 36 Subarea Plan, Northglenn, CO — Project Manager**
- **City of Northglenn, Market Place Subarea Plan, Northglenn, CO — Project Manager**
- **Colorado Air and Space Port (CASP), Subarea Plan, Adams County, CO — Planning Lead**
- **City of Georgetown, Master Plan, Georgetown, KY — Project Manager**
- **City of Parker, Perry Lane Master Plan and Entitlements, Parker, CO — Urban Design Lead**
- **City of Frisco, Downtown Master Plan, Frisco, TX — Urban Design Lead***

**Prior to joining Kimley-Horn*

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Joel Price

Water Element

Joel's expertise encompasses municipal engineering specific to the de sign and construction of water supply, quality, water/wastewater treatment, water distribution, raw water supply, and wastewater collection. He is passionate about client service and developing water infrastructure solutions. He has built a meaningful reputation of being a trusted advisor with clients throughout Colorado and takes pride in helping public utilities meet their water infrastructure demands. Joel will team with the County while serving our team internally as a trusted expert that is a highly-skilled communicator and leader who will keep the team engaged. Joel will take ownership of the County objectives and goals for this project.

Areas of Expertise

- Municipal Engineering
- Water Infrastructure Design

Education

BA, Civil and Environmental Engineering, Georgia Institute of Technology

Licenses

PE in CO (#42601)

LEED AP

Experience

10 Years Total

Relevant Experience

- **City of Greeley, North Greeley Sewer 36-Inch Interceptor**
- **Colorado Springs Utilities, Las Vegas Street Wastewater Reclamation Facility**
- **Large Diameter Interceptors and Force Main Design (16- to 84-Inch)**
- **Denver International Airport, 16-and 20-Inch Transmission Main Design**
- **Town of Berthoud, 1st Street Trunk Sewer (24-Inch) Design (2-Miles)**
- **Eagle River Water and Sanitation District, Dual Sanitary Sewer Siphon Rehabilitation CIPP Liner**
- **City of Aspen, 39-Inch Maroon CreekRaw Water Pipeline UV CIPP***
- **City of Westminster, 112th and Federal Waterline Rehabilitation***
- **City of Louisville, Water Loss Audit, Louisville, CO — Project Manager***
- **Town of Superior, Water Conservation Plan Update, Superior, CO — Project Manager***
- **Town of Superior, America's Water Infrastructure Act (AWIA) Risk and Resilience Report, Superior, CO — Project Manager***
- **City of Boulder, Chautauqua Master Infrastructure Plan, Boulder, CO — Project Manager***
- **City of Louisville, Stormwater Quality Master Plan, Louisville, CO — Project Manager***
- **City of Adairsville, Water and Sanitary System Plan, Adairsville, GA — Project Manager***

**Prior to joining Kimley-Horn*

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Nick Chen

Parks, Trails, and Recreation Element

Nick is an urban planner/designer and entitlement specialist with experience working for both municipalities and private development clients on site investigation, due diligence, conceptual land use and site designs, and physical feasibility studies relating to regulatory and physical site characteristics. Nick is also experienced in engaging communities as a part of a wide range of planning efforts, including entitlements, design, visioning, and long-term strategic planning. His work includes the disciplines of urban design, entitlement, community visioning, policy planning, and community outreach efforts focused in California and the Pacific Northwest but with experience across the nation.

Areas of Expertise

- Urban Design
- Entitlements
- Community Visioning

Education

MS, urban and Regional Planning, University of California, Irvine

BS, Landscape Architecture, California State Polytechnic University

Licenses

American Institute of Certified Planners (AICP) (#029082)

Experience

13 Years Total,
8 Years at Kimley Horn

Relevant Experience

- **City of Snoqualmie, PROST Plan, Snoqualmie, WA — Project Manager**
- **City of Prosser, PROS Plan, Prosser, WA ¬¬— Project Manager**
- **City of Spokane Valley, Conceptual XC Course Design, Spokane Valley, WA — Project Manager**
- **Island County, Clinton Sub Area Plan, Island County, WA — Project Manager**
- **City of Kenmore, House Bill 1110 and House Bill 1337 Code Updates, Kenmore, WA — Project Analyst**
- **City of Kenmore, STEP Housing Guidelines, Kenmore, WA — Project Analyst**
- **City of Fircrest, House Bill 1110 and House Bill 1337 Code Updates, Fircrest, WA — Project Manager**
- **Snohomish County, On-Call Real Property Services, Snohomish County, WA — Project Manager**
- **City of Fillmore, Design Review and Staff Planning Services, Fillmore, CA — Project Manager**

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Anthony Pratt

Transportation Planning Support

Anthony brings over 17 years of experience planning and designing cutting-edge, innovative multimodal solutions. Growing up in a small Midwestern town, Anthony became accustomed to relying on his feet and his bicycle as his main modes of transportation. Now based in Broomfield, he is passionate about improving multimodal infrastructure across the country. He understands the direct correlation between more accessible cities and improved safety, traffic, and overall quality of life. In addition to planning and designing these improvements, Anthony believes true project success comes from a robust public engagement process. His experience includes facilitating over 60 public meetings using both digital and traditional engagement methods.

Areas of Expertise

- Muiltimodal Design
- Transportation
- Accessibility

Education

Bachelor of Landscape Architecture, University of Kentucky

Licenses

Professional Landscape Architect (PLA) in CO (#0000946)

Envision Sustainability Professional (ENV SP)

Experience

17 Years Total

5 Years at Kimley Horn

Relevant Experience

- **DRCOG, South Boulder Road Study, Broomfield, CO — Project Planner**
- **City of Louisville, Future 42: Connecting People and Places Study, Louisville, CO — Project Manager**
- **CDOT, CO-7 Broomfield BRT Station Location Study, Broomfield, CO — Project Manager**
- **Town of Erie, Coal Creek Trail Final Design, Erie, CO — Project Manager**
- **Town of Erie, Erie Airport Taxiway Trail Feasibility, Erie, CO — Project Manager**
- **Town of Erie, Sunset Open Space Trail Planning and Final Design, Erie, CO — Project Manager**
- **City and County of Denver , Community Transportation Networks (CTN), Denver, CO | Project Planner**
- **Town of Estes Park, Visitor Center and Mobility Hub, Estes Park, CO — Project Planner**
- **Pitkin County, Aspen Airport Business Center to Brush Creek Trail Feasibility Study, Aspen, CO Project Manager**
- **City of Boulder, 30th and Colorado Intersection Improvements, Boulder, CO — Mobility Planner/ Designer***

**Prior to joining Kimley-Horn*

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Coy Williams

Utility Infrastructure and Services

Areas of Expertise

- Civil Engineering
- Commercial & Private Land Development
- Utility Design

Education

BS, Civil Engineering, Texas A&M University, College Station

Licenses

PE in CO (#0062131)

Experience

6 Years Total
6 Years at Kimley Horn

Coy is a civil engineer with 6 years of experience at Kimley-Horn working with public agencies and private land developers. His background includes a variety of projects encompassing commercial and private land development, sports infrastructure, site design, utility and drainage design, pedestrian and bike improvements, stormwater management, project zoning resolutions, green infrastructure, and erosion control. Coy continues to develop and refine his civil engineering technical skills by working on a vast array of distinctive and challenging projects across various civil disciplines. Coys abilities to support the team and maintain consistent high-quality and timely deliverables make him an invaluable member of any project team..

Relevant Experience

- **City of Aspen, Park Circle Pedestrian Improvements, Aspen, CO – Project Analyst**
- **CCD, South Broadway Multimodal Transportation Design Project, Denver, CO – Project Analyst**
- **CCD, On-Call Traffic Engineering Services, Denver, CO – Project Analyst**
- **CCD, 13th/14th Avenue Parking-Protected Bike Lane, Denver, CO – Project Analyst**
- **Town of Castle Rock, Festival Park Expansion, Castle Rock, CO – Project XXX**
- **City of Northglenn, Section 36 Subarea Plan, Northglenn, CO — Project Analyst**
- **City of Northglenn, Market Place Subarea Plan, Northglenn, CO — Project Manager**
- **Colorado School of Mines, 14th Street Improvements, Golden, CO**
- **Colorado Mesa University, Baseball Stadium, Grand Junction, Colorado**
- **Empower Field at Mile High, Continuing Services, Denver, Colorado**

gretchen@equitypolicysolutions.com

Education

Master of Urban & Regional Planning

University of Colorado–Denver

Bachelor of Arts, Wilson College

Certifications

LEED Accredited Professional

American Institute of Certified Planners (AICP), #019073

Enterprise Green Communities

National Technical Assistance Provider – Affordable Housing

Harvard T.H. Chan School of Public Health – Prevention Research Center

Built Environment Assessment Training (BEAT) Institute Certification

Affiliations

Guest Lecturer - University of Colorado -Denver, College of Architecture & Planning

Society for the Practice of Health Impact Assessment (SOPHIA)

Habitat for Humanity of Metro Denver, Advocacy Advisory Committee

Work Experience

Founder & President, Equity Policy Solutions | 2021 – Present

Senior Associate, Norris Design | 2019 – 2020

Built Environment Administrator Denver Department of Public Health & Environment | 2013 – 2019

Built Environment Administrator Colorado Department of Public Health & Environment | 2011 – 2013

Principal Planner, City of Aurora, Colorado 2006 – 2008

Planner, Douglas County, Colorado 2001 – 2006

Gretchen Armijo

Founder & President

Gretchen Armijo is an urban planner with public health expertise who has specialized in healthy community design in Colorado over the last decade. Prior to founding Equity Policy Solutions in 2021, Gretchen served as the first Built Environment Administrator for the City of Denver's Department of Public Health and Environment, where she worked to improve public health outcomes through community design with tools such as Health Impact Assessment (HIA) and Health in All Policies (HiAP). She also served as an urban planner at the Colorado Department of Public Health and Environment, and the City of Aurora, Colorado. Gretchen's experience includes master planning and area planning citywide and at the neighborhood and project level. She has applied evidence-based health and equity strategies to projects in sectors including affordable housing, transportation and mobility, land use planning, healthy food access, and climate and the environment.

Relevant Experience

- **Blue Zones Project - Blueprint Plan - Coachella, CA (2025)**
- **Blue Zones Project - Blueprint Plan - Banning, CA (2025)**
- **NE Denver Housing - Health Impact Assessment - Denver, CO (2025)**
- **Colorado Highway Plan - Engagement Plan - CDOT (2025)**
- **The Tapestry Housing - Health Action Plan - Denver, CO (2023)**
- **Guide to Health & Housing Partnerships - CHFA (2023)**
- **Regional Equity Assessment - Metro Denver Nature Alliance (2023)**
- **Thome Aging Well - Health Action Plans - Maryland (2023)**
- **Land Use Code - Equity Assessment - Larimer County, CO (2023)**
- **Land Use Code - Equity Assessment - Fort Collins, CO (2022)**
- **VoA Affordable Housing - Health Action Plan - CO Springs, CO (2021)**
- **Blueprint Denver Comprehensive Plan - Equity Assessment (2019)**

GBSM

Alana Plaus

Senior Associate

alanaplaus@gbsm.com

Time at Firm:

4 Years

Areas of Expertise

- Public Policy
- Public Affairs
- Strategic Communications

Education

Master of Public Administration, Columbia University, School of International and Public Affairs

Bachelor of Arts in Spanish, Bates College

Alana Plaus is an experienced public policy, public affairs, and strategic communications consultant with more than a decade of experience working across government, water, education, and nonprofit sectors. She specializes in helping clients navigate complex challenges by integrating inclusive community engagement, transparent communications, and thoughtful strategy.

Before joining GBSM, Alana served as Colorado Governor Jared Polis' Policy Advisor on Workforce and Education, managing legislative priorities, communications, and crisis response. She also served as Deputy Director of the Colorado Forum, where she coordinated large-scale programs with civic, business, and political leaders to address statewide challenges.

At GBSM, Alana leads strategic projects focused on community engagement, facilitation, and public policy development. She is known for creating innovative solutions that balance diverse perspectives and build consensus among decision-makers and stakeholders.

Relevant Experience

City of Arvada | Homelessness Policy Facilitation (2024–2025)

- Led facilitation for City Council and regional partners to align policy direction on homelessness prevention and response. Designed and executed an inclusive, multi-jurisdictional process resulting in a clear policy roadmap for implementation.

City of Arvada | City Council Strategic Retreat Facilitation (2025)

- Led the design and execution of City Council's annual strategic planning retreat to refine public policy and programmatic priorities, and ensure seamless coordination with City Leadership. Planned and facilitated an analysis of the City Council Strategic Plan, a full-day public retreat, and refinement of City priorities for more cohesive implementation.

Jefferson County | Multi-Jurisdictional Homelessness Alignment (2024)

- Facilitated engagement of more than 50 elected officials and staff across county and city governments to align strategies for cold-weather sheltering and policy participation.

Colorado Governor's Office | Workforce and Education Policy Roadmap (2019–2021)

- Directed policy and communications strategy for statewide education and workforce initiatives, including pandemic response planning for higher education institutions.

METTAURBANDESIGN

phoebe@mettaurbandesign.com

Phoebe Loyd

Urban & Graphic Designer

Phoebe Loyd is a professional designer for both urban and natural landscapes. Her focus in the field of planning is to advance the intersection of sustainable landscapes, policy, and urban design. Phoebe's specialty at Metta Urban Design centers around creating successful visual narratives for clients through strategic graphic storytelling and dynamic content generation. Her range of skills for public-facing visual design include concept design, brand assets, photorealistic renders, promotional materials, and formatting for documentation and presentations. Her attention to detail and internal organization systems has helped support many municipalities by leading bespoke campaigns that are tailored to the clients creative ideals. As a graphic-learner herself, she excels in creating visualizations that bring concepts, codes, and ideas to life.

At the Auraria Sustainable Campus Program (ASCP), Phoebe lead the marketing team through on-campus educational events and managing digital media communications which include website development, graphic assets, social media management, and campus partnerships. Her greatest achievement at the ASCP included her integrated capstone of writing the Sustainable Building and Landscape Development Standards for the ASCP and Auraria Campus in Denver, Colorado.

Areas of Expertise

- Project Organization
- Graphic Assets and Visualizations
- Digital and Print Marketing
- Sustainable Design Standards

Education

Master of Urban Planning, University of Colorado, Denver

Master of Landscape Architecture, University of Colorado, Denver

Certificate in Environmental Policy, Management, and Law; University of Colorado, Denver

Bachelor of Horticulture, Washington State University

Licenses

Certified Green Roof Professional, Green Roofs for Healthy Cities

Experience

Sketchup Instructor, University of Colorado Denver

Visualizations for Planners, University of Colorado Denver

Project Manager, MIG, Inc.

Urban Designer, City and County of Denver

Principal of Landscape Architecture, Metta Landscapes

Relevant Experience

- Our Missoula: Growth Policy Update and Comprehensive Code Reform | Missoula, Montana
- Priority Place Types (part of City Plan) and Land Use Code Phases 1 and 2 | Fort Collins, Colorado
- Connecting Communities 2 Transit: Boulder Highway Implementation Plan | Henderson, Nevada
- Development Review Handbook and ADU Toolkit | Milpitas, California
- Mulberry Corridor Plan | Fort Collins, Colorado
- Single Family Architectural Standards for Olde Town | Issaquah, Washington
- Sustainable Landscape & Building Development Standards | AHEC, Denver, Colorado
- Auraria Sustainable Campus Program Website | www.aurariascp.com | AHEC, Denver, Colorado

narrative designs

Steve Chester

Senior Associate

steve@narrativedesigns.co

Areas of Expertise

- Project Branding
- Graphic Storytelling
- Authentic Community Engagement
- Placemaking and Urban Design

Education

University of Colorado - Denver
Masters of Urban and Regional Planning

Middlebury College
B.A. Geography and Studio Art

Licenses

AICP #32661

North American Vexillological Association

Experience

16 Years

- Denver Comprehensive Plan 2040
- Broomfield Comprehensive Plan and Transportation Master Plan (ongoing)
- Blueprint Denver
- Denver TOD Strategic Plan
- Denver Neighborhood Planning Initiative
- Golden Transportation Master Plan
- Manitou Springs Transportation and Mobility Plan
- Guinette County, GA BRT TOD Plan
- PSTA SunRunner BRT TOD Study

Steve Chester is the founder and designer behind Narrative Designs, a creative studio focused on telling the story of place through design, graphics, and community engagement. With over 16 years of experience in urban planning and design, Steve brings a rare blend of technical planning expertise and creative communication to every project.

Steve's career includes work with the City and County of Denver, a leading planning and engineering consulting firm, and Vail Resorts, where he helped shape communities across Colorado and beyond. His project experience spans comprehensive and small-area planning, resort and mountain community planning, and place-based design initiatives—each grounded in a deep understanding of land use, policy, and identity. He holds a Master's degree in Urban and Regional Planning and a Bachelor's degree in Geography and Studio Art

Steve started Narrative Designs to create space for meaningful, creative work—done with focus, purpose, and a bit of fun. It's about finding balance: doing work that matters, telling stories that connect people to place, and still being present for the people who matter most. Every project is an opportunity to slow down, think deeply, and create something lasting.

Relevant Experience

Over the years, I've developed deep experience in culturally sensitive engagement, making space for people to participate and ensuring their perspectives shape outcomes, especially those often left out of traditional planning processes. I combine listening with clear, accessible visual tools to help communities engage with complex planning concepts.

Examples of this work include:

Sun Valley Neighborhood, Denver: Worked with Somali refugee and Vietnamese immigrant communities, using simultaneous translation and culturally responsive approaches to ensure everyone could contribute.

Westwood Neighborhood Plan: Engaged a primarily Spanish-speaking neighborhood, blending translation with visual tools to make planning accessible to all residents.

21st Street Demonstration Project, Downtown Denver: Led a summer-long, hands-on public engagement around the future of streets, including workshops and interactive demonstrations that drew input from residents, businesses, and visitors.

Language-Agnostic Visualizations: Designed maps, graphics, and visual tools that communicate ideas clearly without relying on written or spoken language, making participation easier for all community members.

camille@camillepahldesign.com

Time at Firm:

~1 year

Areas of Expertise

- Visual Identity
- Hand-Drawn Illustrations

Education

University of Colorado Denver
Master of Urban and Regional Planning

Master of Urban Design
2021-2024

University of British Columbia
Bachelor of Arts in Human Geography, Sociology Minor

Associations

Chair of the Golden Triangle 5280 Trailblazers Committee (2022 - Present)

Master of Urban and Regional Planning CU Denver Alumni Association Board (2025-Present)

American Planning Association Student Chapter President/ Treasurer (2022-2023)

Camille Pahl

Camille Pahl

Urban Designer, Planner, and Artist

Camille Pahl is a creative urban planner and designer with a passion for connecting people and places through visual storytelling. Blends history, imagination, and emotion in work ranging from neighborhood plans to hand-drawn illustrations. With an interdisciplinary perspective informed by dual master's degrees in Urban Planning and Urban Design, she brings a distinct style that evokes nostalgia and playfulness while fostering a strong sense of place and belonging.

Relevant Experience

Camille Pahl Design, LLC.

Founder | Urban Designer, Planner, & Artist | March 2025 - Present

- Launched and operates a multidisciplinary creative studio offering urban design visualizations, architectural renderings, and custom artwork leading to pursuasive outcomes for bridging client expectatioins with community visions.
- Fuses urban planning expertise with artistic expression to craft emotionally resonant, technically precise visual materials that support community engagement, public communication, marketing, and planning initiatives.

OV Consulting

Urban Planner & Designer | Mar 2024 - Mar 2025

- Managed comprehensive neighborhood planning projects across urban, suburban, and underserved communities resulting in localized guidance for future equitable growth and development.
- Developed inclusive, multi-platform engagement strategies through inperson meetings, public events, and digital outreach leading to recordbreaking community participation.

Office of Planning, Design, and Construction
University of Colorado Denver

Student Assistant | Nov 2021 - Mar 2024

- Created comprehensive documents involving signage and workplaceguidelines through design, data collection, rendering, and project management.

King County Dept. of Natural Resources and Parks

Administrative Specialist | Sep 2020 - Mar 2021

- Managed administrative and financial support for an 80-person Stormwater
- Services team, overseeing $40k of monthly expenditure.

APPENDIX 2

Required Forms

REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: Metta Urban Design LLC

Contact Names: Sales/Customer Service Samantha Suter

Address: 191 University Blvd #678 Denver, CO 80206

Phone: (650) 892-9143 Email(s): samantha@mettaurbandesign.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: Samantha Suter — Signature of Authorized Agent | 11/24/2025 — Date | 83-2677305 — FEIN

Samantha Suter — Typed/Printed Name of Agent | Owner, Principal — Title of Agent | samantha@mettaurbandesign.com — 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:

same as above

Principal line of business: Urban Planning, Urban Design, Landscape Architecture, Graphic Design

Number of years in present business: 8 years

REFERENCES:

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

Name: City of Fort Collins, Planning, Development, and Transportation Contact Person: Caryn Champine, Department Head

Address: 281 N. College Ave., Fort Collins, CO 80524

Telephone No: 970-221-6765 Email: cchampine@fcgov.com

Describe type of work/service performed or items supplied: updates to place types, part of City Plan update; code updates for Phases 1 and 2

Name: City of Missoula, Housing and Community Development Contact Person: Eran Pehan, Director

Address: 435 Ryman St. Missoula, MT 59802

Telephone No: 406-552-6395 Email: PehanE@ci.missoula.mt.us

Describe type of work/service performed or items supplied: Growth Policy Update, Comprehensive Code Reform, and community engagement as part of Our Missoula project

References continued:

Name: City of Milpitas Contact Person: Jay Lee, Principal Planner

Address: 455 E Calaveras Blvd, Milpitas, CA 95035

Telephone No: (408) 586-3077 Email: jlee2@ci.milpitas.ca.gov

Describe type of work/service performed or items supplied: MUD created public facing user guides that describes Milpitas's development review process in a user friendly, graphic way, and illustrates ADU requirements.

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? check preferable but this is negotiable

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 on-line at BidnetDirect.com (File Name: Company name – Solicitation number)
- ☒ Submit complete proposal document as listed in Section 8, (page 7) Proposal Format Requirements including at least (5) projects of similar size and scope with references
- ☒ Submit completed, signed Required Vendor Submittal Form, and completed Performance Measures Form
- ☒ Submit proposed implementation timeline
- ☒ Cost Proposal – All fee and costs associated with the offering

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 Addenda, if any:

#1 SS #2 _____ #3 _____

VENDOR NAME: Metta Urban Design LLC

SOLICITATION # 25-CED-090
Comprehensive Plan Update

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. Consultant will submit monthly project invoices with task-level detail and hours worked by person/firm and rates. Invoices will also include budget status summary.
2. Consultant expects City to print materials needed for public meetings. Otherwise, additional cost may be incurred.

(b) Punctuality/Responsiveness

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

1. Consultant will provide monthly project summaries identifying work performed that period and work anticipated for next period organized by task.
2. Consultant will maintain a project schedule and conduct work in line with agreed upon milestones and deadlines.

(c) Quality/Reliability

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

1. Consultant will incorporate staff comments into material that will be published or presented in a public format to the extent reasonably possible before publication; typically 2 rounds suffice.
2. Consultant will incorporate 2 rounds of substantive revisions to the final draft plan; additional revisions will be made to correct errors will be incorporated as reasonable.

(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. Consultant will provide 100% digital materials for all presentations, documents, or social media content.
2. Consultant will rely on remote, virtual conference meetings for regular meetings and check ins to reduce greenhouse gas emissions caused by commuting.

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.

We are ready to get to work!
- The MUD Team

Arvada Comprehensive Plan Update
SCOPE OF WORK

This document describes the scope of work Metta Urban Design and partner firms will provide the City of Arvada, as part of the Comprehensive Plan Update.

PHASE 0: PROJECT MANAGEMENT

Ensuring a high-functioning team

Task 0.1 Project Kickoff and Ongoing PM Meetings

0.1.A Project Kickoff

MUD will lead overall project management to ensure a clear, efficient, and well-coordinated planning process. Specific tasks include:

- Facilitate a Project Kickoff Meeting between the Core team and City staff to confirm:
    - Project goals and success criteria
    - Roles and responsibilities
    - Decision-making and approval protocols
    - Communication cadence and file sharing methods
    - Key assumptions, risks, and change-management procedures (internal and external stakeholders)
- Following this meeting, MUD will finalize a concise PM Plan.
- Optional: Meet and greet with City Council (CC) and Planning Commission (PC)

0.1.B Ongoing Meetings

- **Project Management.** Conduct up to 34 project management meetings with the Core Team (MUD and Peter J. Park) and designated City staff. Meeting cadence by phase:
    - Bi-weekly PM check-ins (Phases 1-3)
    - Monthly PM check-ins (Phase 4)
- **Topic-Specific Work Sessions.** Prepare for and facilitate topic-specific work sessions with City staff. Responsibility for content creation will vary by phase, complexity, and content. Generally, City staff will lead Phase 1 and 4 and the MUD team will lead Phase 2

and 3), however, specific work products and roles for each task is described in the scope below. See the task number referenced in the list below for more detail. Work Sessions are meant to facilitate close collaboration between City staff and the MUD team, so there will be some degree of collaboration in preparation of the Work Sessions to ensure alignment on purpose and messaging. MUD's Core Team and relevant members of the Technical and/or Engagement teams will attend work sessions based on subject matter. The Work Sessions are listed below, yet the work associated with each task is described in the corresponding phase of work.

- **Phase 0: Project Management**
    - Project Kickoff (Task 0.1.A)
- **Phase 1: How Did We Get Here?**
    - Phase 1 engagement planning (Task 1.1.A)
    - Policy review and synthesis (Task 1.1.C)
    - Existing Conditions (Task 1.2.C)
- **Phase 2: Who Are We Now?**
    - Phase 2 engagement planning (2.1.A)
    - "Where are we now?" Baseline discussion (2.3.A)
    - Visioning & Guiding Principles coordination (2.4.A)
- **Phase 3: Where Do We Want To Go?**
    - Scenario Planning (building blocks, scenario development, and preferred scenario); up to 3 work sessions (3.1.A, 3.1.C, 3.1.G)
    - Future Place Types (framework and map); up to 2 work sessions (3.2.A)
    - Plan Structure and Focus Elements Work Session (3.2.B)
    - Targeted work sessions/coordination meetings with other city departments. MUD team to participate in Technical Advisory Group meetings. City staff will lead coordination meetings with other departments and the MUD team may participate, as needed.
- **Phase 4: How Do We Get There?**
    - Plan recommendations, staff comments

Task 0.2 Project Schedule

MUD will develop and maintain a project schedule and deliverable tracker throughout the duration of the project. Work will be organized around four primary planning phases:

- **Phase 0: Project Management** - *Ensuring A High-Functioning Team*
- **Phase 1: How Did We Get Here?** - *Understanding The Community's Evolution And Context*
- **Phase 2: Who Are We Now?** - *Establishing A Shared Baseline And Early Engagement*
- **Phase 3: Where Do We Want To Go?** - *Vision, Place Types & Scenarios*

- **Phase 4: How Do We Get There?** - *Finalize Plan, Prepare For Implementation & Plan Adoption*

Deliverables and Meetings:

1. Project Management Plan
2. Project schedule
3. Ongoing meetings and coordination (emails, phone calls, etc.)
4. Optional Meet and Greet Meeting with CC/PC

PHASE 1: HOW DID WE GET HERE?

Understanding the community's evolution and context

Task 1.1 Early Engagement

1.1.A Phase 1 Engagement Planning Work Session

The MUD team, with support from GBSM, will facilitate a Phase 1 Engagement Work Session with City staff to:

- Review the City's stakeholder map and engagement plan.
- Confirm alignment between engagement activities, project phases and key milestones.
- Advise on engagement strategies and align input needed by phase with technical analysis and plan development.
- Brainstorm engagement methods, especially for hard to reach community groups.

1.1.B Project Identity and Branding

The City Communications team will provide existing branding standards; templates for presentations, flyers, memos, agendas/notes; and City-specific guidelines for ADA compliance. MUD will review City-provided materials and prepare project materials consistent with City branding, accessibility standards and communication conventions. Optional work session to discuss templates and establish project standards.

1.1.C Policy Review and Summary Work Session

City staff will provide a summary document of relevant adopted plans and policies, including public-facing "reader's digest" summaries or one-page overviews, and where relevant, implementation status updates. Kimely-Horn, as part of the MUD team, will summarize key takeaways from the Transportation System Plan. The MUD team will review these materials and source plan documents and facilitate a work session with City staff to:

- Identify the most relevant and active policy directions.

- Clarify areas of alignment, overlap, or tension between plans.
- Establish a shared understanding of how these documents will inform the Comprehensive Plan update.

1.1.D Interviews and Focus Groups

The MUD team will conduct up to 7 key interviews and up to 3 focus groups with internal and external leaders, which may include City Council members, Planning Commissioners, City leadership and staff, business and housing communities, regional partners, and community organizations. City staff will lead additional interviews, if needed. MUD will develop tailored discussion prompts by group addressing topics such as:

- Current challenges and opportunities
- State legislation and regional policy context
- Perspectives on existing plans and implementation
- Desired outcomes for the Comprehensive Plan update

1.1.E Early Themes

The MUD team will synthesize input from staff summaries of early engagement, surveys, and known issues, and consolidate with key takeaways from interviews and focus groups to identify early themes, issues, and questions. This synthesis will inform subsequent engagement activities and guide the technical analysis in Phase 1 and beyond.

Task 1.2 Existing Conditions Analysis

1.2.A Landform and Urban Development

The MUD team will examine how Arvada's physical form has evolved over time, focusing on how geography, environmental systems, and infrastructure investments have influenced development patterns and urban form. This analysis will include:

- Historic evolution of land use and physical form
- Relationship between landform, transportation, and growth
- Constraints and opportunities informed by natural systems

1.2.B Equity in Land Use

As part of the MUD team, Cascadia Partners (CP) will evaluate how current land use designations and zoning regulations influence housing affordability and implications for equity by reviewing existing zoning and land use patterns. CP will assess income thresholds required to afford housing in different zones and produce diagrams that connect zoning capacity with household income requirements. CP will draw upon recent findings from the Arvada 2024

Housing Strategic Plan and Housing Needs Assessment to contextualize local trends and policy implications, and analyze how regulations and policy shape equitable outcomes.

1.2.C Existing Conditions Work Sessions

The MUD team, with support from Cascadia Partners (CP), will conduct up to two (2) work sessions with the City to review and refine the existing conditions analysis and confirm key takeaways.

Task 1.3 City Council and Planning Commission Work Session

Phase 1 will conclude with a joint City Council and Planning Commission Work Session. With support from GBSM, the MUD team, will:

- Present key findings from Phase 1 to build a shared understanding of the forces shaping Arvada's past and present.
- Review synthesized existing conditions, development patterns, and equity analysis.
- Summarize relevant adopted plans and policies, highlighting those most critical to the Comprehensive Plan update.
- Acknowledge ongoing and concurrent planning efforts.
- Clarify how other City plans (Strategic Plan, Housing, Transportation, Infrastructure, etc.) will inform the Comprehensive Plan.
- Facilitate discussion to confirm understanding, address questions, and validate the foundational narrative.
- Conclude with a clear transition and roadmap for Phase 2.

Deliverables and Meetings:

- Prepare for and participate in the following:
    - Phase 1 Engagement Work Session (with City staff)
    - Existing Conditions Work Session (with City staff; up to 2)
    - Joint City Council + Planning Commission Work Session
- Summary of Early Themes
- Draft Existing Conditions Analysis Slide Presentation
- Final Existing Conditions Analysis Slide Presentation

PHASE 2: WHO ARE WE NOW?

Establishing a shared baseline and early community engagement

Task 2.1 Phase 2 Engagement

2.1.A Phase 2 Engagement Planning Work Session
City staff will lead the planning and production of Phase 2 engagement activities, with targeted support from the MUD team. At this work session, City staff will present a draft engagement approach outlining methods, identifying primary audiences, and timing. The MUD team will provide feedback to ensure alignment with project goals, technical needs, and upcoming milestones.

2.1.B Brand Activation and Early Engagement Tools
City staff has already developed early engagement materials The MUD team will review the material already created and build from existing content to ensure clarity, consistency, and alignment with project framing. The MUD team will create project materials and graphic assets throughout the project as described in this scope of work.

2.1.C Community Listening & Learning Tour
City staff will lead planning, logistics, and execution of a Listening & Learning Tour using a mix of engagement formats such as open houses, office hours, intercept events, City-hosted tours and public meetings.

The MUD team will support City staff by reviewing engagement materials and advising on framing, questions, and methods, but will not be responsible for producing materials. The MUD team will attend:

- Up to 2 open houses/drop-ins/tours.
- Up to 3 presentations at existing community or neighborhood meetings.
- Presence at other City-hosted events where appropriate.

Task 2.2 Community Advisory Group (Meetings #1-3)

MUD will coordinate with City staff to form and convene a Community Advisory Group. MUD will advise on group composition, structure, and best practices, and City staff to select participants, send invites, and manage communications.

GBSM, with support from MUD, will plan and facilitate the Advisory Group Kickoff meeting and provide support for meetings 2-3.

Planned meeting topics include:

- Meeting #1 - Kickoff. Clarify roles, expectations, and how input will influence outcomes

- Meeting #2 - Existing conditions and context. Review baseline conditions and key influences.
- Meeting #3 - Vision and Guiding Principles. Values, aspirations, and early direction.

Meetings #4-6 will occur in Phase 3 and Meetings #7-8 will occur in Phase 4.

Task 2.3 “Where We Are Now” Framing

2.3.A “Where are we now?” Baseline Framing Discussion
City staff will prepare a summary of existing policies and key themes. MUD will review materials in advance and will facilitate a work session to:

- Discuss how to frame key issues and opportunities
- Identify sub-areas or focus areas
- Establish a shared language for “where are we now” to support engagement and scenario development

2.3.B Illustrative Mapping.
The MUD team, with support from Camille Pahl Design, will prepare an illustrative “Current Arvada” map that visually synthesizes key themes, places, patterns and community-identified strengths and concerns. This map will serve as a recurring visual reference throughout the project.

2.4 Vision & Guiding Principles

2.4.A Vision and Guiding Principles Work Session.
Informed by initial engagement and existing conditions analysis, MUD’s Core Team will facilitate a work session with City staff to frame a draft vision statement and guiding principles for the Comprehensive Plan update.

2.4.B Draft Vision and Guiding Principles
The MUD team will draft the vision and guiding principles and will work with City staff to refine them. The MUD team will also create a “north star” vision graphic and a set of values-based icons to anchor engagement and communication materials.

2.4.C City Council Meeting #2
MUD’s Core team will support City staff in preparation for City Council Meeting #2. Meeting topics are expected to include:

- A summary of Phase 2 Engagement
- Presentation of the draft vision and guiding principles
- Explanation of how vision and guiding principles will inform scenario planning process

Deliverables and Meetings:

1. MUD will prepare for and participate in:
    a. Phase 2 Engagement Planning Work Session.
    b. Listening & Learning Tours (as noted above)
    c. Vision and Guiding Principles Work Session.
    d. Advisory Group Meetings #1-3
    e. City Council Meeting #2
2. Illustrative "Current Arvada" map
3. Draft Vision Statement & Guiding Principles

PHASE 3: WHERE DO WE WANT TO GO?

Place Types & Scenarios

Task 3.1 Scenario Planning

Building on the Vision and Guiding Principles developed in Phase 2, Cascadia Partners (CP), in coordination with MUD and the technical team, will lead a normative scenario planning process to explore alternative futures for Arvada. This process will translate community values into tangible land use and policy choices, using scenario comparisons to guide decision-making toward a preferred growth strategy.

The scenario planning will be a structured, transparent process that is anchored by one major community touchpoint and supported by ongoing coordination with City staff, input from the Advisory Group, and updates to Planning Commission and City Council.

3.1.A Themes and Building Blocks + Work Session

CP, with support from the MUD team, will identify potential building blocks to shape the development of alternative scenarios. These building blocks may include policy directions, development patterns, or investment priorities aligned with the community-endorsed vision statement and guiding principles. The MUD team will facilitate a work session with City staff to discuss the building blocks and to finalize the approach to Phase 3 engagement; CP will join the meeting virtually. The outcome of this task will be a clear, agreed-upon set of building blocks to guide scenario development.

3.1.B: Advisory Group Meeting #4 (Prioritizing Building Blocks)
The MUD team will facilitate a discussion with the Advisory Group to prioritize and refine the proposed building blocks. This may be a spatial or non-spatial activity. The same or similar exercise may be conducted with the broader community and/or Planning Commission to reinforce alignment between community and leadership direction. The outcome will be a prioritized set of community-endorsed building blocks to guide scenario creation.

3.1.C Develop Alternative Scenarios + Work Session
Using input from the first touchpoint, CP will develop up to three alternative scenarios along with one reference ("business as usual") scenario. Each scenario will be evaluated across a consistent set of performance metrics derived from the guiding principles. The MUD team will prepare for and facilitate a work session with City staff to discuss potential scenarios. CP will join the work session virtually.

3.1.D Community Touchpoint #2 (Scenario Choosing)
CP, with support from the MUD team, will plan and conduct an in-person community meeting to review and compare the three scenarios and the reference scenario. Engagement activities will focus on evaluating tradeoffs and identifying elements of each scenario that best align with the community's goals. CP will train staff in facilitating additional outreach for scenario choosing if desired.

3.1.E Advisory Group Meeting #5 (Scenario Choosing)
A scenario choosing discussion, similar to Task 3.1.D, will be held with the Advisory Group. To maximize resources, the Advisory Group meeting and community meeting may be scheduled on the same trip, or CP may join the Advisory Group meeting virtually.

3.1.F City Council Meeting #3 (Scenario Choosing)
A scenario choosing discussion, similar to Task 3.1.D and Task 3.1.E, will be held with the City Council and Planning Commission, in a joint workshop. To maximize resources, this meeting may be scheduled on the same trip, or CP may join the meeting virtually. City staff will schedule the workshop and manage logistics.

3.1.G Preferred Scenario Development and Reporting + Work Session
CP will synthesize community and stakeholder input and summarize the scenario evaluation results. Based on this input, CP will identify the elements that should comprise the preferred scenario and will deliver the preferred scenario framework and map layers.

MUD will integrate the framework into the Future Land Use/Place Type Map and land use chapter of the Comprehensive Plan. The MUD team will facilitate a work session with City staff to review and refine the preferred scenario prior to moving into plan drafting.

3.2 Plan Structure & Focus Elements

3.2.A Land Use, Place Types, and Degree of Change + Work Session

MUD will develop a context-based Future Place Types framework to organize land use recommendations around physical outcomes rather than conventional use categories. The framework will be developed in direct coordination with the Preferred Scenario (Task 3.1) and will:

- Reflect existing neighborhood patterns while illustrating anticipated future outcomes.
- Provide clear language for degree of change (such as an area of stability, evolution, transformation) that describes the difference between the existing condition and the future place types.
- Align land use direction with other potential focus elements, such as housing, transportation, and infrastructure objectives.

The MUD team will prepare for and facilitate up to two (2) work sessions with staff on future place types, including the overall Place Type Framework and Future Land Use/Place Type map.

Building from the Framework and draft Future Land Use Map that MUD develops, City staff will play a leading role in refining and finalizing the Future Land Use map, with MUD providing technical support and guidance to staff during the refinement and finalization of the map.

3.2.B Plan Structure and Focus Elements Work Session

Developing the Plan Structure will require close coordination with City staff, including with other city departments and alignment with recent or ongoing planning efforts. The MUD team will work with City staff to confirm the Comprehensive Plan structure, core focus elements, and plan drafting roles. The MUD team and City staff will meet to discuss plan organization and TOC, plan drafting roles and responsibilities, and overall plan structure. It is the MUD team's intention to produce a plan that is succinct, focused, and references other city plans, if needed, rather than repeating recommendations.

City staff will participate in developing plan content related to city-led focus elements (those beyond future land use, place types, and housing), which may include, but is not limited to:

- Economic Development
- Transportation
- Utilities & Water Resources
- Parks, Trails & Recreation
- Equity & Health
- Environmental Resiliency

The MUD team will incorporate staff-led content into the plan to ensure a consistent voice and writing style.

3.2.C Advisory Group Meeting #6 (Future Land Use Map)
City staff and the MUD team to present the draft Future Land Use / Place Types Map and Framework to the Advisory Group and facilitate a discussion.

3.2.D City Council Meeting #4 (Future Land Use Map)
City staff and the MUD team to present the draft Future Land Use / Place Types Map and Framework to the Advisory Group and gather feedback.

Deliverables and Meetings:

1. Prepare for and attend:
    a. Up to three (3) Scenario Planning Work Sessions (Building Blocks, Alternative Scenarios, and Preferred Scenario)
    b. Up to two (2) Land Use / Place Types Work Sessions (Framework and FLUM)
    c. Plan Structure and Focus Elements Work Session
    d. Advisory Group Meetings #4-6 (CP to attend virtually, unless in town for Community Workshop)
    e. Council Meetings #3 and #4 (CP to attend virtually, unless in town for Community Workshop)
2. Prepare engagement materials and conduct one (1) Community Meeting (in-person)
3. Up to three (3) Alternative Scenarios and 1 Reference Scenario
4. Scenario Report Cards summarizing performance across key metrics
5. Preferred Scenario Framework Map
6. Draft Future Land Use/Place Types Framework and Map, provided in a GIS map package, Illustrator file, or other electronic file agreed to by the project team

Phase 4: How do we get there?

Finalize Plan, Prepare for Implementation & Plan Adoption

Task 4.1 Plan Document Design & Template

City staff will provide guidance regarding project branding and templates, including fonts, colors, and images, and including a specific approach for online publication. The MUD team will create a simple document template that is intended to be engaging, accessible, and visually cohesive. MUD will coordinate closely to ensure technical content aligns with the adopted template.

4.2 Comprehensive Plan Drafting

The MUD team will develop draft content related to:

- Future land use, place types, degree of change
- Equity considerations related to land use and growth
- Scenario development appendix

The MUD team will also produce plan-ready supplementary graphics related to:

- vision and guiding principles
- existing development patterns
- “Where are we now” illustrative map

For each element, the plan will outline key issues, goals, policies, and potential actions. Draft plan sections will include narrative, recommendations, maps, illustrations, and other exhibits intended to be included in the final plan document. The MUD team will be the lead plan drafter, with City staff supported by drafting content for targeted plan sections, as defined in Task 3.2.B. The MUD team will integrate all draft content and weave a compelling story that captures the plan process, spirit, and voice of the community. The draft plan may include:

- Vision & Guiding Principles
- Future Land Use & Place Types
- Housing
- Economic Development & Market Feasibility
- Transportation
- Utilities & Water Resources
- Parks, Trails & Recreation
- Equity & Health
- Implementation & Action Plan
- Scenario Development Appendix

4.3 LDC Alignment & Recommendations

City staff will conduct a Code Diagnostic evaluating the alignment between the new Plan (vision, place types, policies) and the existing Land Development Code (LDC). The MUD team will review and discuss with staff; key findings from this task will be integrated into the final plan document, as appropriate.

4.4 Final Deliverables, ADA & GIS

The MUD team will provide all text in agreed-upon editable formats for future updates and all GIS data in the City's geodatabase template for ArcGIS. City staff will be responsible for checking final ADA compliance for all materials.

4.5 Final Engagement & Adoption Support

City staff will lead Phase 4 engagement. The MUD team has reserved time to support final engagement and adoption activities, to be confirmed early in Phase 4. Support may include:

- Facilitate a City Council study session on the near-final draft Plan
- Support staff in planning a public open house and targeted presentations to key stakeholders
- Prepare rollout materials (slide decks, handouts, website copy) to support plan adoption
- Support Planning Commission and City Council hearings

Deliverables and Meetings

1. Draft and Final Comprehensive Plan material, including Admin Review Draft, Public Review Draft, and Final Draft. Preliminary drafts may be produced in a Word (or google) document for streamlined review.
2. GIS geodatabase and map layers
3. TBD: Engagement support

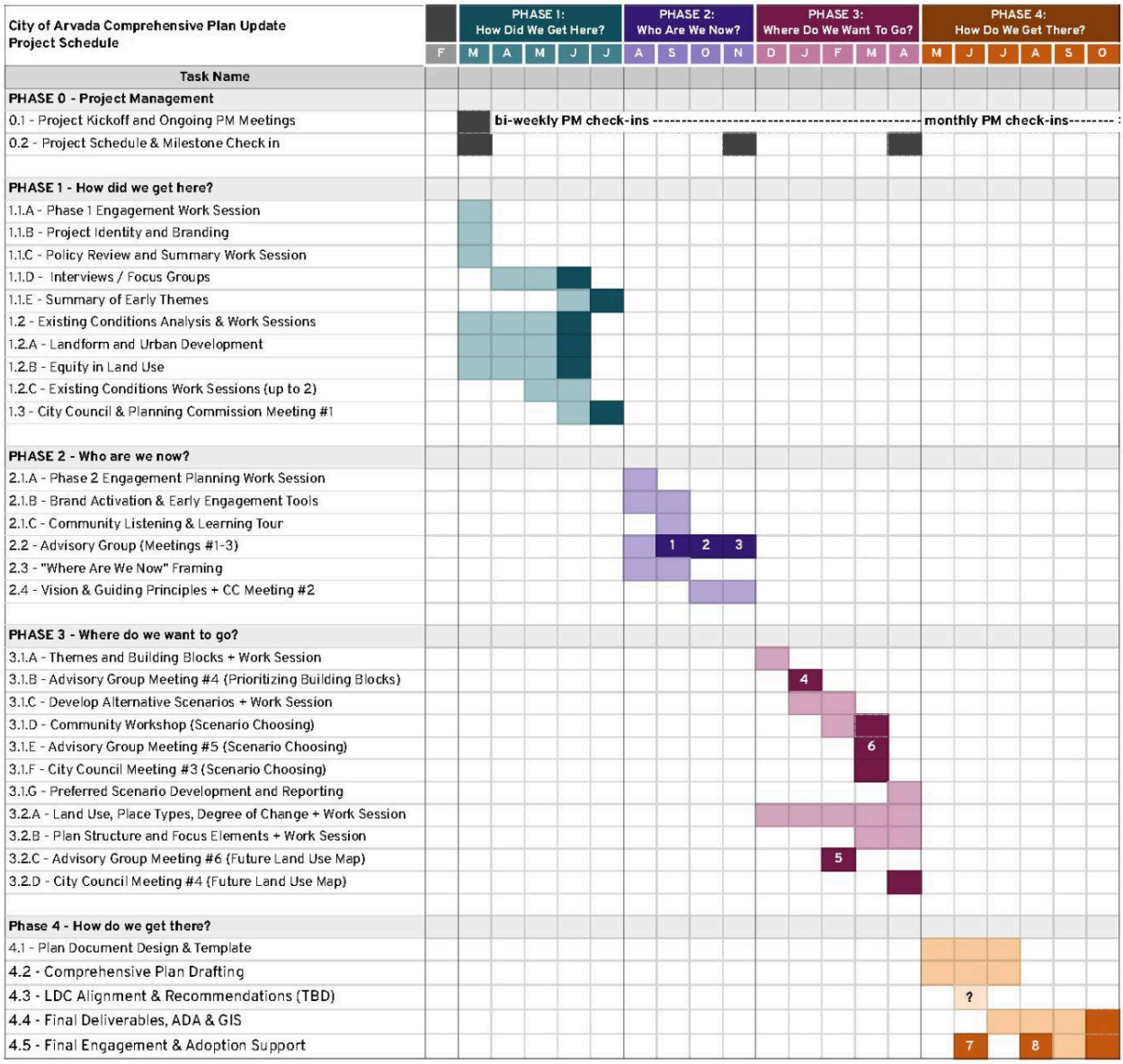
BUDGET

The following budget is based on the work described above.

TASK NAME	FEE
PHASE 0 - Project Management	$37,000
PHASE 1 - How did we get here?	$170,000
PHASE 2 - Who are we now?	$124,500
PHASE 3 - Where do we want to go?	$291,000
Phase 4 - How do we get there?	$77,500
Total Not-to-Exceed Fee	**$700,000**

SCHEDULE

The following budget is based on the work described above.



CITY OF ARVADA

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

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: R26-020, A Resolution Authorizing a Modification to the Adams County Open Space Grant Agreement #OSG2018-00015

Report in Brief

"PRESENTER: Deirdre Oster
On July 31, 2018, Adams County and the City executed an Open Space Grant Agreement wherein the City would receive $1,647,265.00 to assist in the completion of the Tennyson Complete and Connected Corridor. Pursuant to the terms of the IGA, the City would do this work on its own, with the grant funding representing roughly 66.7% of the expected cost of the work. Later, in 2022, the City and Adams County's Public Works Department entered into a partnership wherein Adams County would be responsible for portions of the project. To marry this new partnership with the now oversized grant, Adams County has approved the attached modification to reduce the scope of Arvada's work and reduce the overall grant amount by $624,271.45, for a new total of $1,022,993.55.

The Arvada team recommends that the City Council approve R26-020, A Resolution Authorizing a Modification to the Adams County Open Space Grant Agreement #OSG2018-00015.

Financial Impact

The total local match is $645,356.33. This cost has already been approved. The project is currently budgeted in the CIP as the Tennyson Corridor project.

Background

This IGA and project have already been approved by Council in 2018, but the project has changed over time. Now, Adams County is taking some of the workload attached to this grant and to this project off of the City, and is reducing the City's overall grant by a commensurate amount. This modification represents both a substantial financial decrease in the grant as well as a modification to the scope of work. Given Council's initial oversight in this matter, the Arvada team wanted to ensure that Council is able to consider the new status of the project.

Discussion

The Adams County Board of County Commissioners have already approved the modification to the grant agreement on their end of things. At this point, the project is stalled until the City agrees to the terms of the Grant as Adams County has approved them.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

n/a

Strategic Alignment

This action aligns with the City Council Strategic Plan Priority Area of Infrastructure. This project provides safe, accessible, and efficient connections to modes of transportation, including streets, sidewalks, and bikeways, with a focus on improving safety and minimizing traffic congestion.

Alternative Courses of Action

none

Recommendation for Action

The Arvada team recommends that the City Council approve R26-020, A Resolution Authorizing a Modification to the Adams County Open Space Grant Agreement #OSG2018-00015.

Suggested Motion:

I move that R26-020, A Resolution Authorizing a Modification to the Adams County Open Space Grant Agreement #OSG2018-00015, be (approved)(rejected)

Prepared by:
Zachary Woolweaver, Assistant City Attorney I

Reviewed by:

Approved by:

Claudia Vaughan, City Engineer	02/12/2026
Jacqueline Rhoades, Director of Infrastructure	02/12/2026
Bryan Archer, Chief Financial Officer	02/12/2026
Tammy Hedlund, Legal Specialist	02/12/2026
Kelsy Sargent, Assistant City Attorney	02/12/2026
Rachel Morris, City Attorney	02/17/2026
Allison Scheck, Deputy City Manager	02/17/2026
Don Wick, City Manager	02/17/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-020

A RESOLUTION AUTHORIZING A MODIFICATION TO THE ADAMS COUNTY OPEN SPACE GRANT AGREEMENT #OSG2018 00015

WHEREAS, the City of Arvada and governmental entities in the Denver metropolitan area may enter intergovernmental agreements pursuant to C.R.S. §§ 29-1-201 *et. seq.*; and

WHEREAS, on or around June 18, 2018, City Council approved R18-062, accepting a Adams County Open Space Grant Award for the Tennyson Complete and Connected Corridor Project; and

WHEREAS, in 2022, Adams County's public works team began contributing to the project's workload alongside the City team; and

WHEREAS, neither the City or Adams County anticipated the County's level of working contribution to the Project; and

WHEREAS, the proposed modification to the original agreement will reduce the scope of work the City is responsible for and will reduce the overall grant from Adams County to account for the difference in scope.

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

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

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

APPROVED AND ADOPTED this 3rd day of March, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

R18-062

ADAMS COUNTY OPEN SPACE GRANT AGREEMENT #OSG2018-00015

The Grant Agreement ("Agreement") is made and entered into this 31 day of JULY, 2018, between the City of Arvada ("Applicant") and the County of Adams, acting through the Board of County Commissioners ("Adams County").

RECITALS

WHEREAS, in November 1999, the citizens of Adams County passed a county-wide one-fifth of one percent Open Space Sales Tax (the "Tax"); and

WHEREAS, in November 2004, the citizens of Adams County reauthorized the Tax and increased it to one-fourth of one percent; and

WHEREAS, the majority of the revenues collected are distributed to qualifying jurisdictions through a competitive grant process; and

WHEREAS, on February 1, 2018, Applicant applied for an Adams County Open Space Grant to complete the Tennyson Complete & Connected Corridor project (the "Project"); and

WHEREAS, on May 22, 2018, Adams County awarded Applicant an Adams County Open Space Grant to complete the Project; and

WHEREAS, Adams County awarded the Project 66.7% of the total Project costs, not to exceed $1,647,265.00.

AGREEMENT

NOW, THEREFORE, the Parties hereto agree as follows:

1. Grant Award. Adams County hereby awards to Applicant a grant in the amount of 66.7% of the total Project costs, not to exceed $1,647,265.00 (the "Grant"), subject to terms and conditions set forth in this Agreement.

2. Project Scope. Applicant shall complete the Project as described in the grant application, attached as Exhibit A ("Project Scope") and incorporated herein by this reference. Exhibit A attachments include the grant application and all application attachments. Applicant shall not materially modify the Project Scope without the approval of Adams County. Applicant may request a modification to the Project Scope in compliance with the Modification Policy stated on page 13 of the Open Space Policies and Procedures, attached as Exhibit B and incorporated herein by this reference, as may be amended from time to time by Adams County in its sole discretion. Adams County may elect to terminate this Agreement and deauthorize its funding for the Project in the event it determines that the Project Scope has been materially modified without its approval and/or if Applicant fails to comply with the Modification Policy.

3. Completion Date. Applicant shall complete the Project no later than May 22, 2020, which is two years after the date of Adams County's approval of the Project ("Completion Date"). Project completion requires all necessary documentation be submitted to Open Space staff on or before the Completion Date. Applicant may request an extension of the Completion Date in compliance with the Extension Policy stated on page 12 of the Open Space Policies and Procedures, Exhibit B, as may be amended from time to time by the Board of County Commissioners in its sole discretion. Adams County may elect to terminate this Agreement and deauthorize its funding for the Project in the event that this Completion Date is not met and/or if Applicant fails to comply with the Extension Policy.

4. Open Space Sales Tax. Applicant shall use the Grant in accordance with Resolution 99-1, attached hereto on page 22 of the Open Space Policies and Procedures, Exhibit B.

5. Policies and Procedures. Applicant shall comply with the Open Space Policies and Procedures, attached hereto as Exhibit B and incorporated herein by this reference.

6. Audits and Accounting Records. Applicant shall maintain standard financial accounts, documents, and records relating to the completion of the Project. The accounts, documents and records related to the completion of this Project shall be subject to examination and audit by Adams County staff (the "Staff") prior to receiving the Grant. All such accounts, documents, and records shall be kept in accordance with generally accepted accounting principles, and be subject to an annual independent audit as set forth in Resolution 99-1 on page 22 of the Open Space Policies and Procedures, Exhibit B.

7. Payment of Grant. Adams County agrees to make payments to the Applicant in the following manner:

    a. Payments. Adams County agrees to disburse grant funds to Applicant to provide reimbursement for the payment of project costs upon successful completion of the Project, or on a quarterly basis. Itemized Reimbursement Requests, as set forth below, are required for reimbursements. Should the Project take two full years to complete, the Reimbursement Request for the final period of the project must be received by May 22, 2020 to remain compliant with the Project Completion Date, as set forth above. Reimbursements disbursed from Adams County shall not exceed 66.7% of project costs incurred during the previous period with cumulative reimbursements totaling no more than $1,647,265.00.

    b. Acceptable Expenditures. Applicant can request payment for 66.7% of all project costs incurred within the previous period with cumulative reimbursements totaling no more than $1,647,265.00 that: (1) have already been paid by the Applicant, and (2) are listed in the approved budget attached as Exhibit A, under Application Attachment A – Project Budget. Applicant may request disbursement of grant funds for costs that have been incurred, but not paid by Applicant. However, Adams County will consider such

requests on a case-by-case basis and distribution of grant funds for these purposes is not guaranteed.

c. Reimbursement Request. Applicant shall submit via hand delivery, facsimile, or regular mail, to Adams County an itemized Reimbursement Request for project costs that have been incurred as of the date of the request. Each Reimbursement Request shall contain the following: (1) copies of invoices and/or employee time sheets complete with a spreadsheet indicating hours worked, wages earned, and taxes and benefits paid for work related specifically to the Project; (2) documentation substantiating that the Applicant has paid for the costs for which it is requesting reimbursement, including but not limited to cancelled checks or proof of a wire transfer; and (3) a brief summary of the work completed to date.

d. Approval of Payment of Reimbursement Requests. The Adams County Open Space Program Manager shall approve or disapprove the amount of each Reimbursement Request within fifteen (15) days of receipt of a legible Reimbursement Request. Payment shall be made to Applicant by check or electronic fund transfer.

e. Disapproval of Reimbursement Request. If Adams County disapproves any amount or amounts in a Reimbursement Request, Adams County shall promptly notify Applicant of the reason therefore. Upon receipt of disapproval, Applicant and Adams County shall meet within one week to discuss what, if anything, the Applicant can do to obtain payment of the requested amount that was denied.

8. Signage. Applicant shall erect and maintain an Adams County Open Space Sign, which shall be provided by Adams County, in a prominent place on the Project site, unless the Project will not be open to the public.

9. Publicity. In all press releases regarding this Project, Applicant shall include the following statement: "This Project was funded in part with proceeds from the Adams County Open Space Sales Tax. The Adams County Open Space Sales Tax was passed by the Adams County voters in 1999, and reauthorized in November 2004, to be extended until December 31, 2026."

10. Miscellaneous Provisions.

A. Good Faith. Both Parties have an obligation to act in good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.

B. Applicable Law. Colorado law applies to the interpretation and enforcement of this Agreement. Venue for any dispute shall be in Adams County, Colorado.

C. Time is of the essence. Time is of the essence in this Agreement.

D. Authority. The undersigned represents and warrants that he or she is duly authorized and has legal capacity to execute this agreement on behalf of the Applicant, that the Applicant's obligations in this Grant Agreement have been authorized, and that the Grant Agreement is a valid and legal agreement binding on the Applicant in accordance with its terms.

E. Survival. The terms and provisions of this Agreement and Applicant's obligations hereunder shall survive the funding of the Grant.

F. Entire Agreement. Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No changes to this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF ADAMS, STATE OF COLORADO

Chair

ATTEST:
STAN MARTIN, CLERK

Deputy Clerk

APPROVED AS TO FORM:

County Attorney's Office

CITY OF ARVADA, APPLICANT

By (signature)

Marc Williams
Printed name

Mayor
Title

APPROVED AS TO FORM:
Christopher K. Daly, City Attorney
By:

ATTEST:

City Clerk

CITY OF ARVADA
SEAL
COLORADO

Exhibit A

Adams County Open Space Grant Application
Passive Use
Due Date: February 1, 2018

Case No. _____

Applicant Organization Name:	City of Arvada
Name of Project:	Tennyson Complete & Connected Corridor

Budget Summary

Grant Request (this cycle only):	**$1,647,265.00**	(this grant cycle only)
Previous ADCO Grants (this project only):		(combined total - for this project only)
Matching Funds (cash + in-kind):	$823,155.00	
Total Project Costs:	*$2,470,420.00*	

Grant Request: **66.7** % of the Total Project Costs

Land Acquisition Summary (if applicable)

Number of acres:		Cost per acre:	
Appraised price per acre:			

If the purchase price is more than the appraisal price, please explain:

Attach a copy of the appraisal summary page and label as **Attachment M**.

Are there any known existing easements on the project site? ○ Yes ○ No
If yes, attach copies of the easement and label as **Attachment N**.

☐ I understand that a conservation easement is required for all open space acquisitions.

30% Distribution

Will the applicant be using any of its 30% distribution as part of the cash match for this project?

◉ Yes ○ No ○ Not Applicable

If yes, please list the amount being used: $75,237.00

Adams County Open Space Grant Application
Passive Use
Due Date: February 1, 2018

Case No. _____

PART I: ELIGIBILITY CRITERIA

Project Information

Applicant Organization Name:	City of Arvada
Sponsoring Jurisdiction:	
Name of Project:	Tennyson Complete & Connected Corridor

Contact Information

Primary Contact Name:	Mike Lee	Title:	Manager, Parks & Urban Design
Phone:	(720) 898-7390	Email:	mike-l@arvada.org
Address:	8101 Ralston Road		
City:	Arvada	State: CO	Zip: 80002

The contact name provided above will be used for all official correspondence. In the event that the primary contact is not available, please list any additional contacts for this project.

Name:	Title:	Phone:	Email:
Jessica Stege	Traffic Engineer/Bike-Ped Coordinator	(720) 898-7749	jstrege@arvada.org
Stephen Padilla	Grants Administrator	(720) 898-7125	sdpadilla@arvada.org

Project Summary

Briefly describe your project (<100 words).

The City of Arvada will create 1.4 miles of continuous bike lanes through the Tennyson corridor, while adding sidewalks, trails, and pedestrian connections linking numerous recreational amenities, including: Clear Creek Regional Trail, Clear Creek Valley Park, Tennyson Knolls Park, Lowell Ponds State Wildlife Area, the Jim Baker Reservoir, Tennyson Knolls Elementary, Early College of Arvada, and the RTD Gold Strike Station. Enhancements include buffered bike lanes, a pedestrian bridge over Clear Creek, ADA improvements, and marked crosswalks. A properly connected bicycle and sidewalk network will increase sustainable transportation to and enjoyment of Adams County Parks by increasing connectivity.

Grant Request : 66.7 % of Total Project Costs

Adams County Open Space Grant Application
Passive Use
Due Date: February 1, 2018

Case No. _____

Summary of Funding	
1. Previous Funding **a.** Pursuant to the Open Space Policies and Procedures, a project can be submitted for funding consideration up to three (3) times. i. Has this grant been submitted for funding consideration in a previous grant cycle? ○ Yes ◉ No ii. If yes, please list the grant cycle(s) and the amount of the award(s), if any:	
Grant Cycle:	Award Amount:

Property Location Information	
Project Site Address:	Tennyson St. from Clear Creek Trail to W. 64th Ave; & W. 60th Ave from Wolff St. to Tennyson St.
Nearest cross streets:	Tennyson Street and West 60th Avenue
Parcel ID# **(REQUIRED)**:	182507200020
Is this project located within Adams County? ◉Yes ○ No	
Include a Location Map and label as **Attachment G.** Location Map should clearly identify the location of the project (including the nearest cross streets) and should provide directions to the project site.	

PART II: SELECTION CRITERIA

Grant Fund Use Category

1. Project Description

a. Please describe each component of the project and scope of work in detail. Attach a Project Timeline and label as **Attachment C.**

As depicted in attachment F, the proposed project is broken out into 9 primary components, labeled A through I. The corridor has been broken into these 9 segments based on the varying streetscape throughout the project. The proposal will create 1.4 miles of continuous bike lanes through the corridor, while adding sidewalks, trails, and pedestrian connections wherever possible.

Section A: The corridor project begins at the Tennyson St. bridge crossing over Clear Creek, just north of W. 55th Ave. The current bridge has a limited shoulder on each side (5' on the west and 3' on the east) that will be eliminated to provide room for a 5' bike lane on each side, with a reduction in traffic lanes from 11' to 10'. A pedestrian bridge is proposed to allow safe pedestrian crossing of the creek and connection to

the rest of the corridor. Additional improvements would include wayfinding signage and crosswalk striping along the Clear Creek Trail.

Section B: This section extends from the Clear Creek bridge to the entrance of Clear Creek Valley Park, at W. 58th Ave. The existing roadway consists of two 11' lanes with narrow shoulders. We will add pavement on the east side to allow for 5' bike lanes and 11' travel lanes. Currently, no sidewalk exists on this segment. Acquisition of easements or ROW will be necessary to construct a detached, paved sidepath to allow safe pedestrian travel without negatively impacting drainage in this floodplain area. Other drainage improvements are also proposed to mitigate some of the drainage issues in this area negatively affecting Clear Creek Valley Park and any proposed bicycle and pedestrian facilities.

Section C: The following segment extends from roughly W. 58th Ave to W. 60th Ave, and crosses over the railroad tracks. This broad section of the street contains 5' detached sidewalks on both sides,wide traffic lanes with ample room for undesignated parking. Given the industrial nature of this area, on street parking is unnecessary, and will be removed to create buffered bike lanes.

Section D: Section 'D' encompasses the roadway directly in front of Jim Baker Reservoir. The sidewalk on the west side is narrow and needs replacing north of 60th Ave, while the east side has no sidewalks and mostly dirt in front of the reservoir entrance. We propose widening the sidewalks on the west side, and extending the east sidewalk until the entrance of Jim Baker. A marked crosswalk will connect the reservoir to the transit station on 60th Ave while providing a designated place for pedestrians continuing northbound along Tennyson Street to cross. The width of the vehicular travel lanes will be modified to allow for bicycle lanes while maintaining on street parking for residents. Wayfinding signage would also be constructed to guide pedestrians and bicyclists along the appropriate route.

Section E: This section extends from just north of Jim Baker reservoir to W. 62nd Ave. The section extends in front of Tennyson Knolls Park, providing direct bicycle and pedestrian access. The existing section of street includes a narrow sidewalk only on the west side of the street and vehicular lanes that are not quite wide enough for on street parking. We propose to reduce the existing thru lanes to 10' each and add bike lanes on each side, removing the possibility of parking in an area where the narrow street width can cause safety issues. Additionally, the sidewalk on the west side would be expanded to 5' and receive some ADA related improvements.

Section F: This section extends from W. 62nd Ave to the entrance of Tennyson Knolls Elementary School. The existing street section includes sidewalks that are wide enough, but substandard on the eastern side of the street. We propose reducing the thru lanes in both directions to 10' to add buffered bike lanes on each side. Additional improvements to this section would include raising the eastern sidewalk to add physical separation from the street, installing curb and gutter, and properly locating utility poles outside of the traveled way.

Section G: This section covers the stretch of Tennyson St directly in front of Tennyson Knolls Elementary School.The existing street section contains adequate sidewalks with some ADA violations, and travel lanes wide enough to accommodate on street parking and a loading zone for the school. Since this parking primarily fronts an open space area and only one resident, we propose removing it and narrowing the travel lanes to provide for buffered bike lanes while maintaining the loading zone area for the school. The northbound bike lane would end in this section to lead bicyclists onto the sidepath winding through the adjacent subdivision, and indicate that there are no on street bicycle facilities north of W. 64th Ave. Sidewalk in front of the school would also be widened to accommodate the increased congregation in this area during school hours, and much-needed ADA improvements would be made, such as installing accessible curb ramps at crosswalks.

Section H: This section covers the remaining north-south segment of the Tennyson Corridor project, from Tennyson Knolls Elementary to the intersection with W 64th Ave. The existing street section includes adequate sidewalks and lanes wide enough to be used for parking or as an auxiliary right turn lane. Since there is no crash history or existing traffic issues regarding this extra wide lane, we proposed to leave this lane as existing and only modify the southbound lane. The project would remove the on street parking, which again only fronts open space, and instead add a southbound bike lane. Sidewalk on the east side would be expanded to 5', which is the standard for Arvada.

Section I: This section encompasses W 60th Ave, between Tennyson St and Wolff St, creating a direct connection between the Tennyson Corridor and RTD Gold Strike G-Line Station. The existing street section has wide through lanes on both sides with room for unsigned parking, a 4' detached sidewalk on the south side and a narrow 3' attached sidewalk on the north side. We propose removing on street parking from the northern, residential side so that overflow from the southern, commercial side is not parking in front of residences. This will provide enough space for 6' bike lanes and wider, 5' sidewalks on the north side of the street. This crucial section will connect RTD riders, who may not have access to vehicles, directly to Jim Baker reservoir and all the other popular destinations along the Tennyson Street corridor.

b. Attach a Project Site Plan that identifies all project components and label as **Attachment F.**

2. Community Need/Urgency

a. Clearly describe how this project will fulfill needs of the community (i.e. the project provides passive recreation opportunities for underserved areas, addresses health and safety issues, protects wildlife habitat and natural resources, etc.).

Both Arvada and Adams County face challenges as they expand and population increases: they have plenty of exciting destinations, but the only way to access them is in a single occupancy vehicle. While biking and walking is nominally encouraged, many residents feel unsafe or inconvenienced due to a lack of appropriate facilities. A properly connected bicycle and sidewalk network will not only increase use of sustainable transportation modes to Adams County Parks, but increase total traffic and enjoyment of the parks by increasing connectivity to local neighborhoods and regional attractors.

As Adams County's population changes, infrastructure must change accordingly. An aging population will find themselves trapped as they lose the ability and inclination to drive. Millennials are increasingly seeking out alternative transportation modes to avoid owning vehicles, and low income individuals can more easily fit walking into their budget. The upcoming opening of the Gold Strike Transit Station adds urgency to the project, since an influx of multimodal transit users to the area will put a high demand on resources to accommodate these modes. Our proposal seeks to meet this demand with up-to-date bicycle lanes, sidewalks, and paths to connect popular destinations like the Clear Creek Trail, Clear Creek Valley Park, Lowell Ponds, Jim Baker Reservoir, and the transit station. With the addition of upgrades to Americans with Disabilities Act facilities along Tennyson Street, our project will really allow individuals of all ages, abilities, and incomes to have access to Adams County parks and recreation activities.

Bicycling within Arvada today is sometimes challenging and often disconnected. Only 11 percent of Arvada's 500-mile network of local, collector, and arterial streets have bicycle facilities. Of that, most of the on-street bike network is composed of collectors and arterials. Though most of the 54-mile on-road and 93-mile paved trail network provides a low-stress bicycling experience, there are sizable gaps in the trail network and few comfortable on-street bikeways to connect neighborhoods. Some of the largest and

most noticeable of this gaps are in the far eastern, Adams County sector of the City. Arvada also lacks a strong network of north-south bikeways, in part due to jurisdictional boundaries and lack of coordination. More long-distance, directional connectivity would make it more convenient for people to bicycle.

b. Explain the urgency to complete this project, including how the scope of the project will be affected if Adams County Open Space Grant funds go unsecured and what, if any, opportunities will be lost if the project does not receive grant funding this cycle.

This project is situated at the site of several overlapping jurisdictions, including: City of Arvada, City of Westminster, Adams County, State of Colorado, CDOT, Hyland Hills Park & Recreation District, and is just blocks from the limits of the City and County of Denver. Completing this corridor will require coordination between all impacted jurisdictions and recreational organizations. City of Arvada staff are aware of the unique challenges of this site due to its location at a crossroads, and seek Adams County support to take the lead. As it stands, there are no bike lanes along this corridor, and in most of the identified segments, there are not even adequate sidewalks. This project can only be completed by a county or municipal government: recreational districts such as Hyland Hills do not have the jurisdiction and right of way to complete this project.

The upcoming opening of the RTD G-Line and Gold Strike Transit Station add a time constraint to this project. The first few years of service along the line will see major activity in the areas immediately around the new stations. During this time, users will form their impressions of a given area: which routes to take around the area, and whether it is worth visiting at all. By creating these bicycle and pedestrian improvements now, Adams County can capture that initial market of transit users and solidify Tennyson Street and the surrounding parks and trails as a pleasant, well-designed, and well-connected destination.

Without the infusion of grant funding from Adams County Open Space, we cannot say if or when the proposed improvements will ever be made, nor who would assume responsibility. Many of the proposed segments are located in unincorporated Adams County and the City would not assume responsibility without coordination and funding from the County. Over the last five years, the City has invested over five million dollars to improve upon and expand its bicycle network and trails. Projects like the Kipling Underpass, Garrison Street Connection, and on-street bike lanes implemented through routine street maintenance have helped grow the network to include 123 miles of paved and unpaved trails as well as 54 miles of on-street facilities. The proposed project sits at the extreme edge of the City of Arvada, yet right at the center of crucial connections to recreational destinations. The project should not be delayed.

3. Uses/Users

a. Describe all current and anticipated future uses of the project.

Since this corridor is nestled in between parks, trail, and schools, the potential user base of this project is very large. The Clear Creek Trail alone sees tens of thousands of bikers and pedestrians per year. Visitors to Clear Creek Park, Jim Baker Reservoir, Tennyson Knolls Park, and the Lowell Ponds Wildlife Area can all take advantage of the proposed improvements. The project will also serve riders of the RTD Gold Line, who may not have access to a vehicle when they step off the train. Two schools in the area, Tennyson Knolls Elementary and Early College of Arvada School, mean that students can also use the facilities to get to and from school. The project is also bordered by residential neighborhoods, including a population of over 50,000 within the bike shed (two miles), many of whom live in unincorporated Adams County. All users of Adams County Parks and Open Space in this area can take advantage of the improved facilities proposed along the Tennyson Street corridor. Since this corridor is nestled in between parks, trail, and schools, the potential user base of this project is very large. The Clear Creek Trail alone sees tens of thousands of bikers and pedestrians per year. Visitors to Clear Creek Park, Jim Baker Reservoir, Tennyson Knolls Park, and the Lowell Ponds Wildlife Area can all take advantage of the proposed improvements. The

project will also serve riders of the RTD Gold Line, who may not have access to a vehicle when they step off the train. Two schools in the area, Tennyson Knolls Elementary and Arvada Early College, mean that students can also use the facilities to get to and from school. The project is also bordered by residential neighborhoods, including a population of over 50,000 within the bike shed (two miles), many of whom live in unincorporated Adams County. All users of Adams County Parks and Open Space in this area can take advantage of the improved facilities proposed along the Tennyson Street corridor.

b. Will the project be open to the public? ◉ Yes ○ No

c. If yes, explain how this project will appeal to a broad diversity of users.

Our goal is to fully activate surrounding recreational amenities with enhancements that are based in community desires and integrated with all regional partners in the vicinity. One of the benefits of walking and biking is that it's accessible to all users. Low income individuals don't need to worry about the cost of driving, since walking and biking are nearly free activities. Both the elderly and young children can appreciate facilities that enable them to get around without driving. The project even appeals to millenials, who are statistically more averse to driving, and are more likely to take advantage of bicycle and transit facilities. ADA improvements along the corridor will also help ensure the project can accessed by users of all ages and abilities. If Adams County truly wants to open up its parks and trails to a broad diversity of users, it needs to add bicycle and pedestrian connectivity.

Other needs that the project fulfills will appeal to a broad variety of users. Safer routes for local students of Tennyson Elementary School and Early College of Arvada School can help pedestrians feel more secure and prevent a tragedy. Access to active transportation modes can provide for a healthier community, and the sustainable nature of those modes has a positive impact on the community's environmental footprint. Easier travel to parks, trails, and open spaces will encourage use. Both the Adams County Planning and Parks departments have stressed the importance of connectivity in this corridor in both the Parks and Open Space Master Plan and the Southwest Adams County Making Connections plan. Our project hopes to address all of these needs by providing sustainable, active, and accessible transportation for all users of Adams County parks and trails.

4. Connectivity

a. Explain how this project fits into a regional or master plan. Attach relevant portions of the plan(s) and label as **Attachment I** (limit 3 pages).

The groundwork for this proposal was largely completed through the process for the 2017 Arvada Bicycle Master Plan. Other previous and recent planning efforts that intersect with the proposed project and provide a focus on larger comprehensive development include: The Arvada Comprehensive Plan (2014); the Arvada Parks, Trails, and Open Space Master Plan (2016); the Making Connections Plan for infrastructure and land use in Adams County (2016); Adams County Comprehensive Plan (2012); the Adams County Open Space, Parks and Trails Master Plan (2012); the Sustainable Adams County 2030 Plan; and DRCOG Metro Vision.

The Making Connections Plan for land use in Adams County identified this specific area (between Sheridan and Federal) as a major priority for bicycle infrastructure in order to establish 'Complete Streets' policies and standards. This plan has identified over $4 million in needed improvements in the Sheridan to Federal vicinity, including below grade crossings and pedestrian bridges. The identified "Sheridan Connection" in the Making Connections plan spans from 52th Ave to 64th Ave with special focus to and from the RTD G Line Stations at Sheridan and Federal by residents of Berkeley neighborhood and the City of Arvada. Our proposal directly addresses this vision.

This project is also intended to better activate and enhance recreational use of the Clear Creek Corridor. In

the coming year, the City of Arvada intends to complete a study and create a master plan for the Clear Creek Corridor in Arvada that will provide a basis for future improvement projects and a variety of prioritized recreational amenities while protecting and enhancing the natural systems in and around Clear Creek. Adams County is currently in the process of completing a plan for the Adams County portion of the Clear Creek Corridor, which is in draft phase. The plan's progress and draft documents are publicly available at http://www.adcogov.org/ccplan. The completion of both the Adams County and Arvada master plans for the Clear Creek Corridor will complement the improved bicycle access we are proposing for this corridor and the recreational sites north along Tennyson.

b. Will this project link to other trails, parks, or open space properties in the applicant's jurisdiction or in another jurisdiction, now or in the future? If not, explain the significance of the project location.

This project was chosen specifically because it will not only link with numerous recreational amenities, but will link these amenities to each other. The Tennyson Corridor will directly connect: 1 regional trail, 2 parks, 1 state wildlife area, 1 reservoir, 2 schools, and 1 transit station.

Specifically, the proposed improvements will connect the Clear Creek Regional Trail, Clear Creek Valley Park, Tennyson Knolls Park, Lowell Ponds State Wildlife Area, the Jim Baker Reservoir, Tennyson Knolls Elementary, Early College of Arvada School and the RTD Gold Strike Station. The Ralston Creek Trail and Open Space, and Gold Strike Park are also closely connected to this corridor by short distance through the Clear Creek Trail.

Arvada's over 113,000 residents enjoy over 54 miles of on road bicycle facilities and 93 miles of paved trails. In addition, organizations such as the Arvada Bike Advisory Committee (ABAC)
Arvada's proposed bicycle network would be a 271-mile network consisting of 170 miles of on-street facilities and 102 miles of paved trails and 30 miles of unpaved trails. This project will better connect residents of Arvada and other cities (as well as unincorporated areas) into this robust bicycle network.

5. Wildlife/Natural Resources

a. Describe the natural resources and/or wildlife habitat that exists on this property.

The Tennyson Corridor Connection project will focus on improving the bicycle infrastructure on the street. The connections to Clear Creek Regional Park, the Jim Baker Reservoir, Lowell Ponds, and Clear Creek Trail will enhance awareness and appreciation of the natural assets and wildlife habitats at this sites. Clear Creek Valley Park has over 81 acres with nature trails and community gardens. It features open space and grass fields, with wildlife viewing lakes.

Lowell Ponds is a 43 acre state wildlife area and recreation area with public fishing located at 56th between Tennyson and Lowell, directly east of the proposed corridor improvements. The Lowell fishing ponds include largemouth bass, smallmouth bass, channel catfish, bluegill, crappie and bullhead catfish. The Lowell Ponds and the Clear Creek Corridor are home to a number of unique species. According to the Clear Creek Watershed Foundation, the lower reach of the Clear Creek corridor is a significant habitat for birds with more than 93 species identified. Among those, the least tern (Sterna antillarum), piping plover (Charadrius melodus), whooping crane (Grus americana) and pallid sturgeon (Scaphirhynchus albus) are on the federally-listed threatened and endangered species per the United States Fish and Wildlife Service (USFWS). Other listed threatened and endangered species associated with wetlands and riparian habitat in the Colorado Front Range include the meadow jumping mouse (Zapus hudsonius preblei), Colorado butterfly plant (CBP) (Gaura neomexicana var. coloradensis), Ute-ladies' tresses orchid (ULTO) (Spiranthes diluvialis) and western prairie fringed orchid (Platanthera praeclara).

b. How will this project protect or enhance the existing natural resources on this property?

The project will connect local residents to the outdoors and the wildlife and park amenities described above by filling in important gaps. More residents and their families will be able to explore the outdoors and will feel a greater sense of connection to and stewardship of these resources. The important work done by Hyland Hills and other groups will support our efforts programmatically.

As mentioned, the City will be completing a master plan on the Clear Creek Corridor in 2018, which connects to the Tennyson Corridor. We will work extensively with the Clear Creek Watershed Foundation to include environmental impacts and considerations in the planning process. The Tennyson Corridor and the important recreational and ecological destinations will be taken into consideration for this project.

6. Open Space Sales Tax Goals

a. Open Space Sales Tax dollars are to be used in accordance with Resolution 99-1, Section 8 (C). Please describe how the project complies with the Tax.

This project is planned in accordance with the sales tax goals in the resolution as to authorized projects and uses of funds as it contributes to improving and protecting natural areas, parks and trails. This project includes acquisition of rights-of-way for "access to public land and to build and improve such trails and accessways" (i.D). The resolution specifies uses for passive applications, which specifically includes bicycling (ii. E)

Most of all, this project is a perfect example of one that "effectuates the purposes of the Open Space program" (i.I). This project provides access and critical bike-ped connections to a city park, a regional park, a state wildlife refuge, a recreational reservoir, and the Clear Creek Trail, with future acquisition possibilities. The integrative and collaborative nature of the project will have positive downstream effects on many Adams County park and recreational destinations for decades to come.

Project Detail

1. Budget Narrative

Justify the costs included in the project budget as **Attachment A** (i.e., how land value was estimated without an appraisal, how costs were estimated on equipment or staff time, etc.).

The proposed costs were calculated in-house by engineering staff applying the usual and customary costs for these expenses in recent years. Over the last five years, the City has invested over five million dollars to improve upon and expand its bicycle network and trails. These costs were analyzed and extrapolated to provide the cost estimate for the Tennyson Corridor project.

The requested ADCO funding and the local match from City of Arvada were carefully considered based on jurisdiction and right of way. City of Arvada will pay for 100% of the costs along W. 60th Ave (Section I) and 75% of the costs of improvements in the rest of the City's ROW. Improvements in unincorporated Adams County will be funded with grant monies. This works out to an approximately 33% match from the City.

2. Partnerships

Please detail the financial or donated contributions of other partners or in-kind sources.

3. Qualified Jurisdiction Sponsorship
If applying as an organization other than a qualified jurisdiction, please attach a letter of sponsorship from a qualified jurisdiction and label as **Attachment J.**

4. Partnerships and Sources of Funds
Please complete **Attachment D - Source of Funds**.

5. Letters of Commitment
Please provide a letter of commitment from each partner that is providing cash or in-kind contributions for this project and label as **Attachment K.**

Project Support

1. Community Outreach
Briefly describe any effort made on the part of the applicant to gain support for this project (i.e., community surveys completed, neighborhood meetings, solicited comments, etc.).

Much of the research and background for this proposal is derived from the planning process of the 2017 Arvada Bicycle Master Plan, which was the culmination of nearly a year of public engagement focused on residents, visitors, stakeholders, and City Council. Online outreach consisted of an online interactive map in June 2016, where users were asked to identify routes they ride, those they would like to ride, and barriers to bicycling. We also conducted a survey with 280 respondents to identify their comfort level with traffic. A strong majority of those who identified as 'confident' prefer dedicated bike lanes and routes. The survey also asked about the frequency with which people bicycle in Arvada. A public open house was held in July 2016 to solicit input on preferred bike facility types and potential bikeways within the city. Residents were also engaged with at community events, such as Arvada Trails Day and Taste of Arvada. Over 150 people were engaged through these events. Only 22 percent of Arvada residents surveyed for Master Plan find it very easy to travel by bike. Our goal is to raise this to 35 percent by 2022.

During the development of this Plan, regional and interjurisdictional connections were emphasized by City staff, stakeholders, and the public. Commuting and recreational patterns in Arvada and broader west Metro-area mean that people regularly bike and take transit across city lines. To make that experience positive and intuitive, these regional connections were considered when developing the Proposed Bicycle Network and have been prioritized for projects such as this proposal.

Interpreting all of this feedback was managed by two groups: a group of internal stakeholders representing the City and Jefferson County, and an external group of residents and business owners to help come up with the final plan. We utilized all of this information and planning to carefully consider our proposed investments to Adams County.

This proposal also directly addresses priorities identified by the Adams County Clear Creek Plan, mentioned above and pending a final version. The draft plan indicates that residents strongly prioritized regional trail and transit connections, better accessibility and safety, and stronger pedestrian connections. We will attempt to piggyback off these priorities and integrate these visions to ensure that local residents understand that these plans and projects, though carried out by different jurisdictions, are in fact connected and addressing their needs.

As part of the application for the Tennyson Corridor project, the City's Neighborhood Engagement Coordinator has been communicating with a cross-section of faith leaders, school officials, community residents, and other valued stakeholders that would benefit from a more connected corridor. We expect 2 to 3 additional public meetings will be held for residents.

Adams County Open Space Grant Application
Passive Use
Due Date: February 1, 2018

Case No. _____

2. Letters of Support

Provide letters of support from at least two of the categories listed below and label as **Attachment L**:

-- Nearby landowners
-- Nearby cities or counties
-- Federal or state agencies
-- School districts or special districts
-- Individual users or user groups
-- Citizen Boards
-- Local Businesses or Non-Profit Agencies

* Letters must have been written within the past 12 months.

Project Management and Applicant's Past Performance of Awarded Projects

1. Long-term Management

a. Describe how this project will be managed for long-term sustainability. Include in your answer the entity responsible for maintenance, the available resources, and the typical maintenance schedule.

The City has implemented their impressive on-street bicycle network using street maintenance resources and funding dedicated by City Council. Adams County grant will be leveraged with existing resources and accomplishments. Minimum maintenance includes sweeping, snow removal and repaving.

b. Is there a written agreement or Intergovernmental Agreement for things such as access or maintenance?

◯ Yes ◉ No

If yes, please provide a copy of this agreement and label as **Attachment H**.

2. Past Performance

In the space provided below, list similar projects that have received ADCO grant funds and have been successfully completed by the applicant (limit 5 projects). For example, if this is a trail project, list completed trail projects.

Project Name:	Project Manager:	Award Date:	Completion Date:

3. Pending Projects

Please list all projects that have been awarded ADCO grant funds but have not yet been completed.
-- If an extension has been granted, please list the new due date in the "Due Date" column.
-- If a project is past due, explain why the project has not yet been completed.

Project Name:	Award Amount:	Due Date:	Explain:

Adams County Open Space Grant Application
Passive Use
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Case No. _____

Project Name:	Award Amount:	Due Date:	Explain:

Please deliver **10 sets** of the application and one electronic version (either through email to rpetersen@adcogov.org or on a CD) to the Adams County Open Space Staff no later than **4:30 P.M.** on **February 1, 2018**. Please bind all 10 copies with either binder clips or rubber bands (no staples or permanent bindings please). **Applicants are strongly encouraged to use both sides of the paper when printing completed applications.**

Please include the following attachments at the end of the application - not to exceed 11" x 17":
Attachment A - Project Budget
Attachment B - Project Budget Categories
Attachment C - Project Timeline
Attachment D - Source of Funds
Attachment E - Source of Funds Categories
Attachment F - Project Site Plan
Attachment G - Location Map
Attachment H - Access or Maintenance Agreements (if applicable)
Attachment I - Master or Regional Plan (limit 3 pages)
Attachment J - Letter of Sponsorship from Qualified Jurisdiction (if applicable)
Attachment K - Letters of Commitment from Project Partners
Attachment L - Letters of Support

If this request is to acquire land, please include the following attachments - not to excess 11" x 17":
Attachment M - Buyer's Appraisal. Provide one complete copy of the appraisal. Attach a copy of the appraisal summary to each of the 1o copies of the application.
Attachment N - Easement(s) (if applicable)

All facilities or land must be accessible to the public, except for conservation easements for agricultural and/or wildlife habitat preservation. All accessible facilities and land must comply with the Americans with Disabilities Act (ADA) and any applicable state or local regulations.

The Applicant understands that no land or interests acquired with revenues of the Opens Space Sales Tax may be sold, leased, traded or otherwise conveyed, nor may an exclusive license or permit on such land or interest be given, without the approval of such action by the BoCC. See resolution 99-1, Section 8(C)(iv).

I, the undersigned, having the authority to act on behalf of, acknowledge the receipt of the Adams County Open Space Policies and Procedures and agree to abide by the same.

Upon award of the Open Space Sales Tax funds, all participants are required to enter into a Grant Agreement with Adams County. In the case of land acquisitions, a conservation easement or Declaration of Covenants, Conditions and Restrictions will be required.

Adams County Open Space Grant Application
Passive Use
Due Date: February 1, 2018

Case No. _____

Applicant's Signature: _____ Date: 2/1/18

Print Name: MICHAEL LEE

Print Title: MANAGER OF PARK + URBAN DESIGN
CITY OF ARVADA

Attachment A - Project Budget

Date: January 30, 2018

Project Name: Tennyson Complete & Connected Corridor

Amount Requested: $1,647,265.00

% Total Project Costs: 66.7

All organizations or individuals providing in-kind contributions are required to provide a letter of commitment outlining their contribution(s) as stated in the Project Budget.

Description of Item/Expense	Grant Request	Previous ADCO Award	Applicant Match	Partner Match	In-Kind (funds/services to be provided by applicant or partner)	Total Project Costs
Pavement (Full 9" Depth)	$166,320.00		$69,860.00			$236,180.00
Sidewalk	$83,125.00		$123,675.00			$206,800.00
Curb	$65,700.00		$106,900.00			$172,600.00
Driveway Curb Cut (ST-27)	$68,800.00		$33,650.00			$102,450.00
ADA Ramps	$21,450.00		$29,250.00			$50,700.00
Cross Pan	$3,900.00		$53,100.00			$57,000.00
Storm Inlets 5' Type R			$26,000.00			$26,000.00
Storm Inlets 15' Type R	$12,500.00		$62,500.00			$75,000.00
Storm Sewer 18"			$9,000.00			$9,000.00
Storm Sewer 24"			$2,250.00			$2,250.00
24" RCP Culvert w/ Headwalls	$50,000.00					$50,000.00
Floodway/Floodplain Analysis	$15,000.00					$15,000.00
Striping	$87,863.00		$80,988.00			$168,851.00

Adams County Open Space Grant Application
Passive Use
Due Date: February 1, 2018

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Applicant's Signature: _____ Date: 2/1/18

Print Name: MICHAEL LEE

Print Title: MANAGER OF PARK + URBAN DESIGN
CITY OF ARVADA

Description of Item/Expense	Grant Request	Previous ADCO Award	Applicant Match	Partner Match	In-Kind (funds/services to be provided by applicant or partner)	Total Project Costs
Buffer Striping	$10,312.00		$10,311.00			$20,623.00
Easement Acquisition	$52,500.00					$52,500.00
6" Concrete Trail	$81,667.00					$81,667.00
Pedestrian Bridge	$500,000.00					$500,000.00
Crosswalk Striping	$960.00		$2,160.00			$3,120.00
Wayfinding Signage	$100.00		$100.00			$200.00
Dry Utility Coordination (2%)	$24,404.00		$12,195.00			$36,599.00
Engineering (8%)	$97,616.00		$48,780.00			$146,396.00
Mobilization (5%)	$61,010.00		$30,487.00			$91,497.00
Contingency (20%)	$244,038.00		$121,949.00			$365,987.00
Budget Total	*$1,647,265.00*		*$823,155.00*			***$2,470,420.00***

Attachment B - Project Budget Categories

Date: January 30, 2018

Project Name: Tennyson Complete & Connected Corridor

% Total Project Costs: 66.7

Please input the same budget categories you included on Attachment A, but mark each corresponding cell.

Description of Item/Expense	Grant Request	Previous ADCO Award	Applicant Match	Partner Match	In-Kind (funds/services to be provided by applicant or partner)	Total Project Costs
Pavement (9" Full Depth)	✓		✓			
Sidewalk	✓		✓			
Curb	✓		✓			
Driveway Curb Cut (ST-27)	✓		✓			
ADA Ramps	✓		✓			
Cross Pan	✓		✓			
Storm Inlets 5' Type R			✓			
Storm Inlets 15' Type R	✓		✓			
Storm Sewer 18"			✓			
Storm Sewer 24"			✓			
24" RCP Culvert w/ Headwalls	✓					
Floodway/Floodplain Analysis	✓					
Striping	✓		✓			
Buffer Striping	✓		✓			

Attachment B - Project Budget Categories

Date: January 30, 2018

Project Name: Tennyson Complete & Connected Corridor

% Total Project Costs: 66.7

Please input the same budget categories you included on Attachment A, but mark each corresponding cell.

Description of Item/Expense	Grant Request	Previous ADCO Award	Applicant Match	Partner Match	In-Kind (funds/services to be provided by applicant or partner)	Total Project Costs
Pavement (9" Full Depth)	✓		✓			
Sidewalk	✓		✓			
Curb	✓		✓			
Driveway Curb Cut (ST-27)	✓		✓			
ADA Ramps	✓		✓			
Cross Pan	✓		✓			
Storm Inlets 5' Type R			✓			
Storm Inlets 15' Type R	✓		✓			
Storm Sewer 18"			✓			
Storm Sewer 24"			✓			
24" RCP Culvert w/ Headwalls	✓					
Floodway/Floodplain Analysis	✓					
Striping	✓		✓			
Buffer Striping	✓		✓			

Easement Acquisition	✓					
6" Concrete Trail	✓					
Pedestrian Bridge	✓					
Crosswalk Striping	✓		✓			
Wayfinding Signage	✓		✓			
Dry Utility Coordination (2%)	✓		✓			
Engineering (8%)	✓		✓			
Mobilization (5%)	✓		✓			
Contingency (20%)	✓		✓			
Budget Total						

Attachment C - Estimated Project Timeline

Project Name: Tennyson Complete & Connected Corridor

Date:

Timeline should reflect scheduling for each task of your project over the next 24 months. Describe each task of your project and put an X in the column to the right for the month that task will occur.

Description of Task	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	August 2018	September 2018	October 2018	November 2018	December 2018	
Grant Presentation	X											
Grant Award Made				X								
RFP for Consultants/Contractors					X							
Consultant/Contractor Selection							X					
Design Development									X			
Neighborhood Outreach									X		X	

Description of Task	January 2019	February 2019	March 2019	April 2019	May 2019	June 2019	July 2019	August 2019				
Bidding Construction	X											
Neighborhood Outreach	X											
ROW/Easement Acquisition	X											
Construction	X	X	X	X	X	X	X	X				

Attachment D - Source of Funds

Project Name: Tennyson Complete & Connected Corridor

Amount Requested: $1,647,265.00

% Total Project Costs: 66.7

In the chart below, please list all sources of funds. For partners, please provide a brief description of the contribution.

With regard to the Applicant's contribution, only fill out the "Brief Description of Contribution" if the Applicant is making an in-kind contribution.

Source of Funds	Date Secured	Grant Request	Previous ADCO Grant Awards	Cash Match	In-Kind Match	Total Funding	Brief Description of Contribution (<10 words)
ADCO 2018 Grant Request	5/15/2018	$1,647,265.00				$1,647,265.00	Current Proposal
COA Cash Match	2/1/2018			$823,155.00		$823,155.00	Existing capital improvement funding
Total		*$1,647,265.0*		*$823,155.00*		***$2,470,420.0***	

Attachment E - Source of Funds Categories

Project Name: Tennyson Complete & Connected Corridor

% Total Project Costs: 66.7

In the chart below, please list all sources of funds. For partners, please provide a brief description of the contribution. Please mark each corresponding cell.

With regard to the Applicant's contribution, only fill out the "Brief Description of Contribution" if the Applicant is making an in-kind contribution.

Source of Funds	Date Secured	Grant Request	Previous ADCO Grant Awards	Cash Match	In-Kind Match	Total Funding	Brief Description of Contribution (<10 words)
ADCO 2018 Grant Request	5/15/2018	✓					Current Proposal
COA Cash Match	2/1/2018			✓			Existing Capital Improvement Funding
Total							

Attachment E - Source of Funds Categories

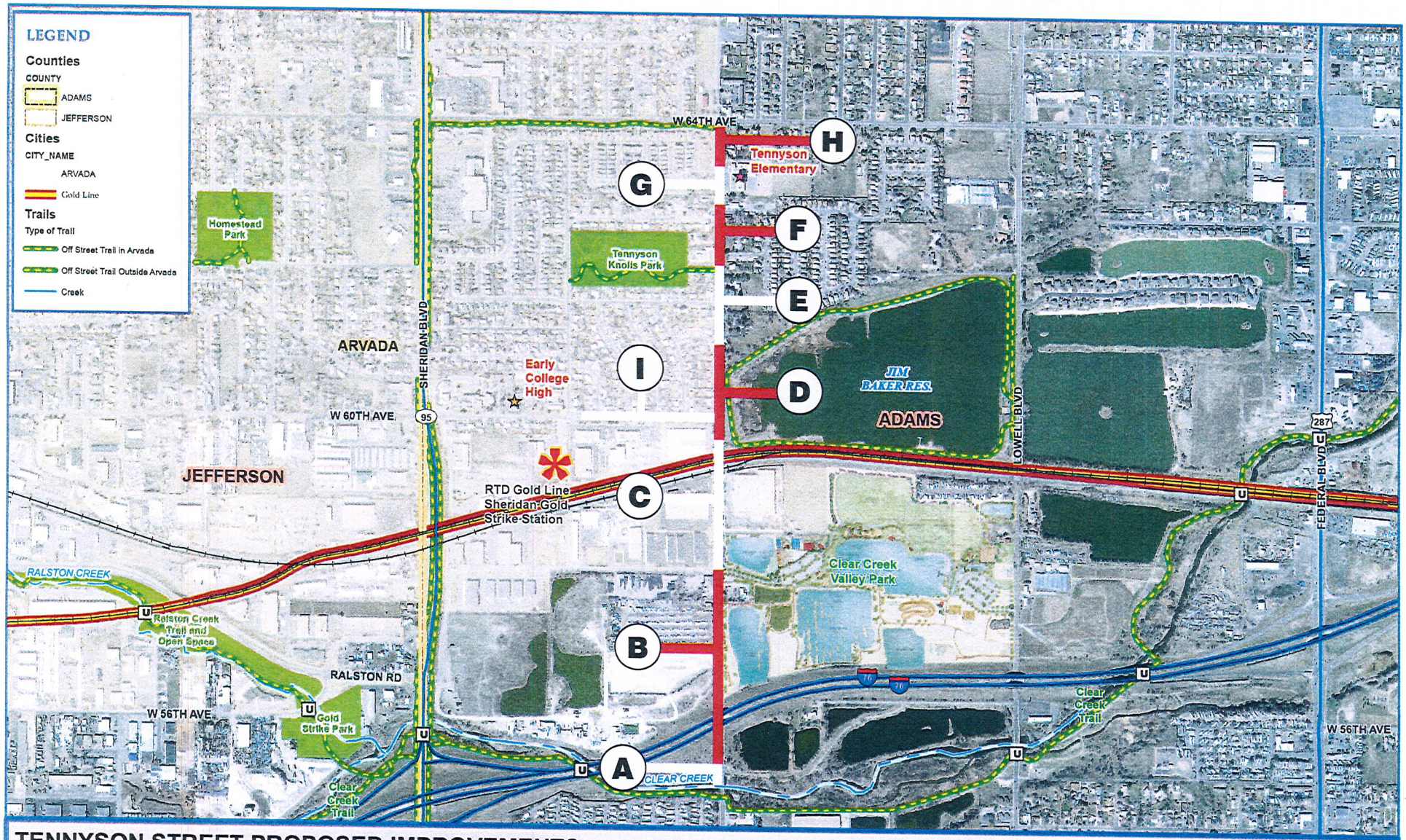
Project Name: Tennyson Complete & Connected Corridor

% Total Project Costs: 66.7

In the chart below, please list all sources of funds. For partners, please provide a brief description of the contribution. Please mark each corresponding cell.

With regard to the Applicant's contribution, only fill out the "Brief Description of Contribution" if the Applicant is making an in-kind contribution.

Source of Funds	Date Secured	Grant Request	Previous ADCO Grant Awards	Cash Match	In-Kind Match	Total Funding	Brief Description of Contribution (<10 words)
ADCO 2018 Grant Request	5/15/2018	✓					Current Proposal
COA Cash Match	2/1/2018			✓			Existing Capital Improvement Funding
Total							



TENNYSON STREET PROPOSED IMPROVEMENTS

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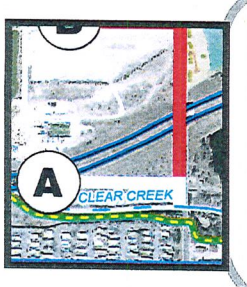
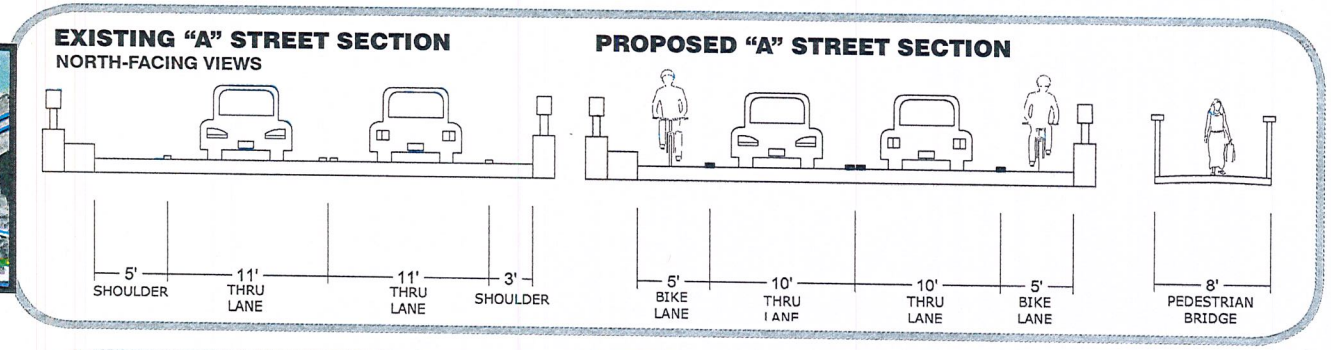
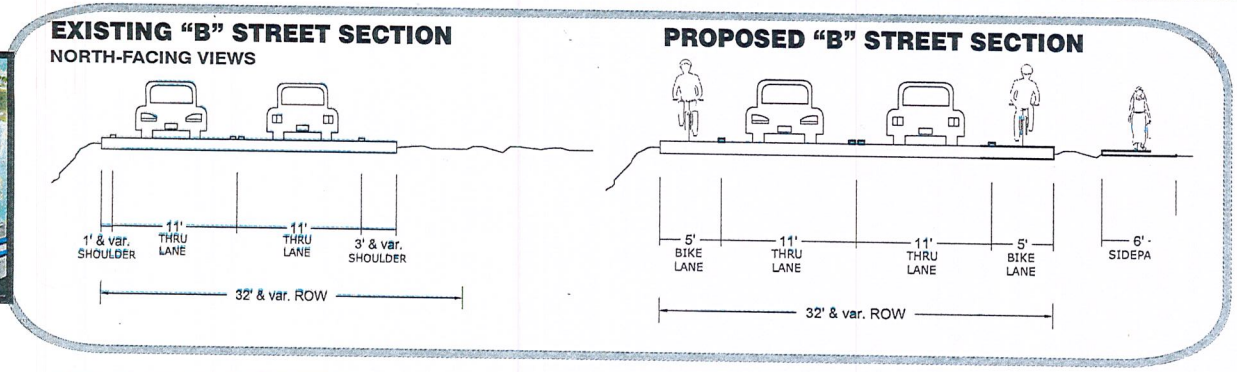
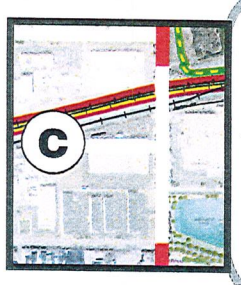
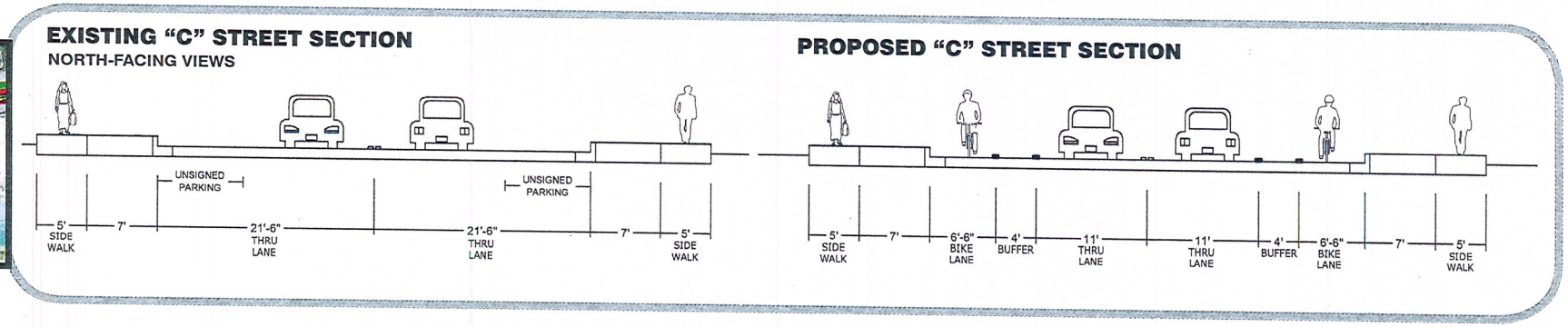


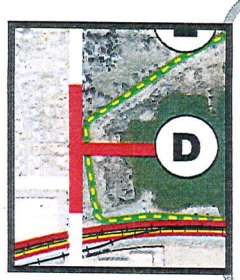








TENNYSON STREET IMPROVEMENTS:
EXISTING & PROPOSED STREET SECTIONS "A", "B" & "C"



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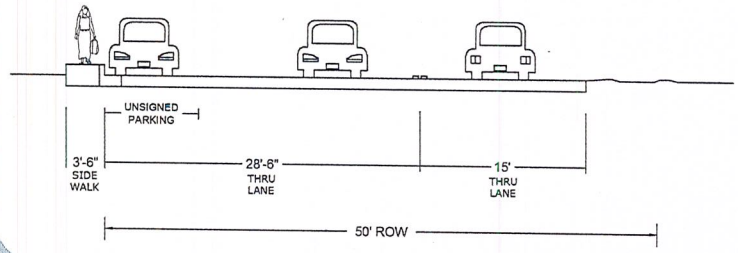

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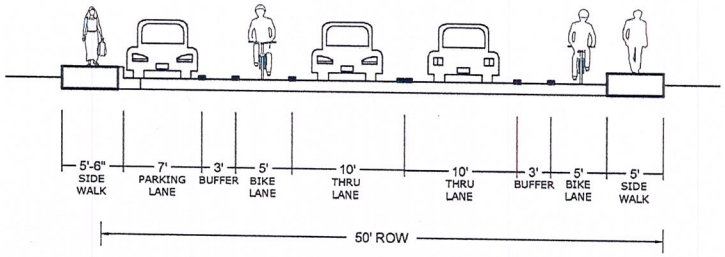
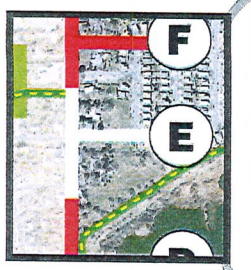
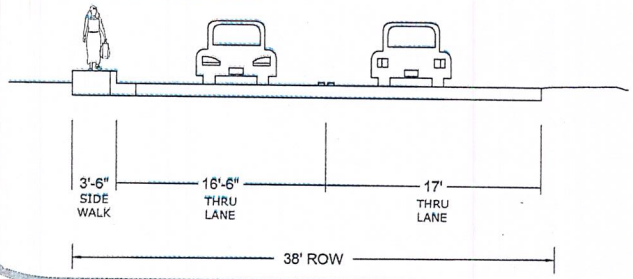




EXISTING "E" STREET SECTION

NORTH-FACING VIEWS



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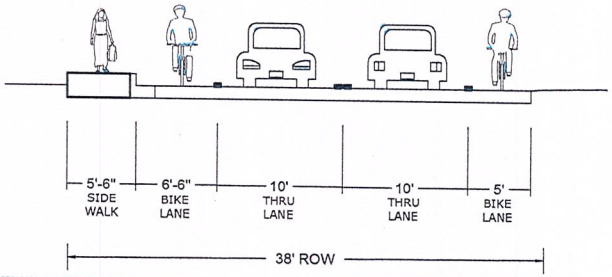

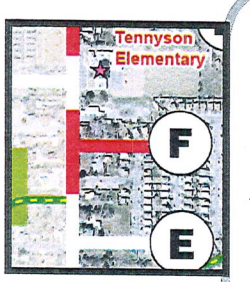

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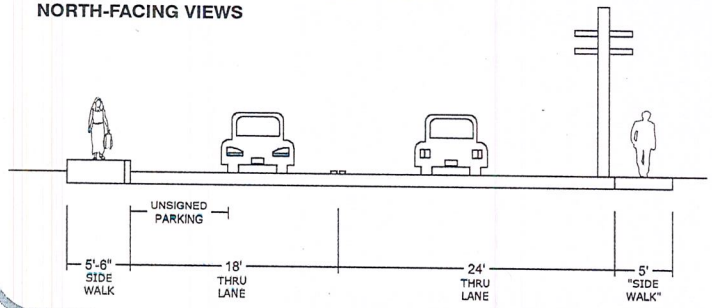

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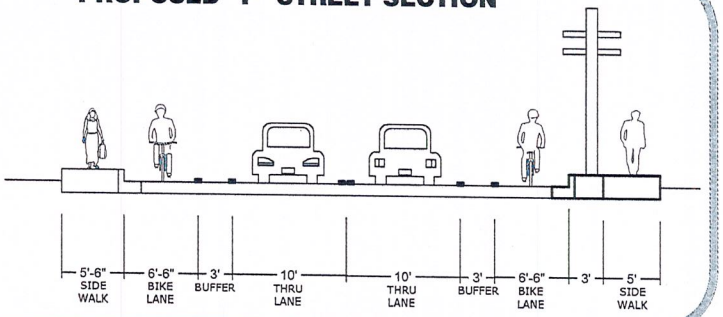
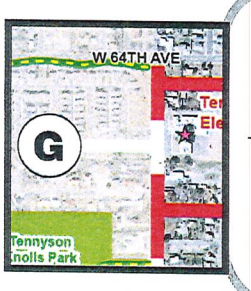


TENNYSON STREET IMPROVEMENTS: EXISTING & PROPOSED STREET SECTIONS "D", "E" & "F"



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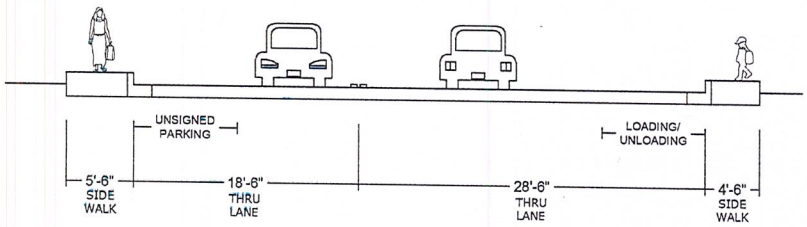

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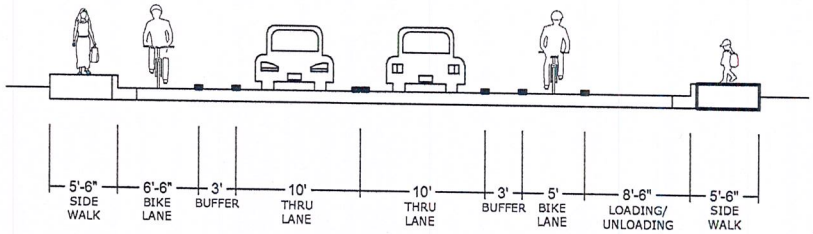

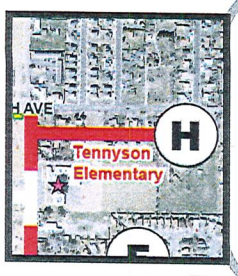

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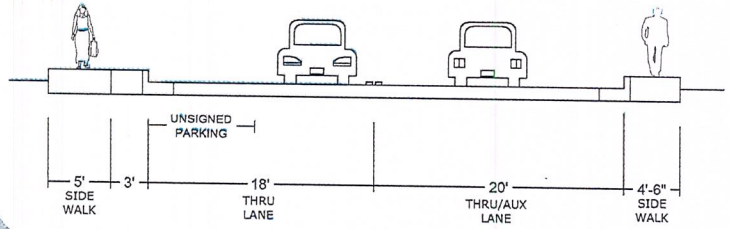

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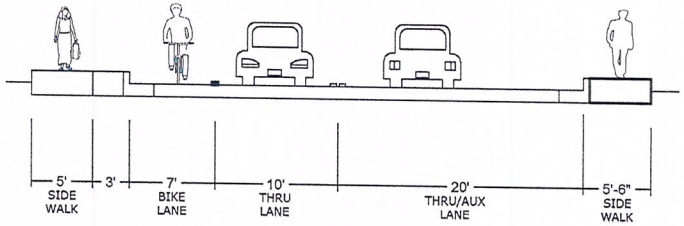

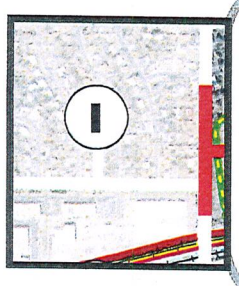

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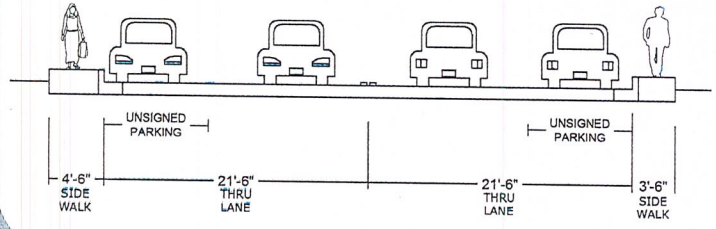
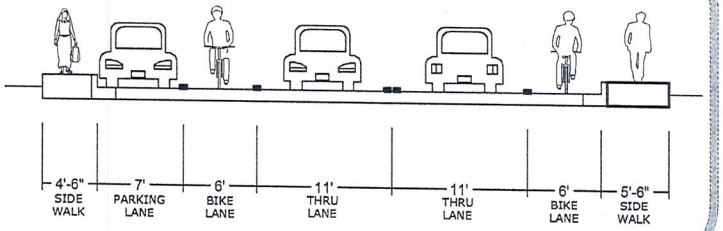
WEST-FACING VIEWS

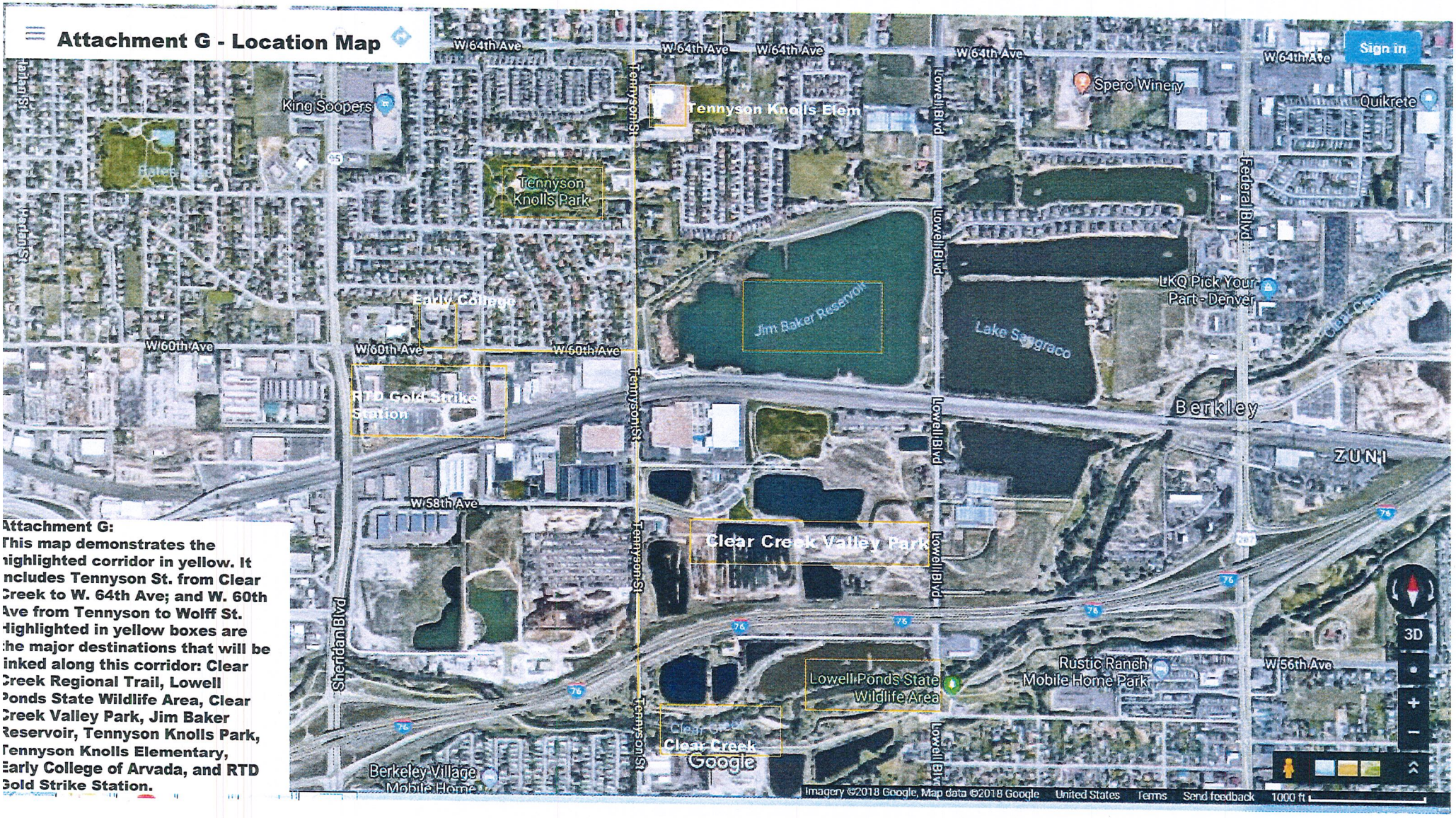


PROPOSED "I" STREET SECTION



TENNYSON STREET IMPROVEMENTS:
EXISTING & PROPOSED STREET SECTIONS "G", "H" & "I"

Attachment G - Location Map



Attachment G:
This map demonstrates the highlighted corridor in yellow. It includes Tennyson St. from Clear Creek to W. 64th Ave; and W. 60th Ave from Tennyson to Wolff St. Highlighted in yellow boxes are the major destinations that will be linked along this corridor: Clear Creek Regional Trail, Lowell Ponds State Wildlife Area, Clear Creek Valley Park, Jim Baker Reservoir, Tennyson Knolls Park, Tennyson Knolls Elementary, Early College of Arvada, and RTD Gold Strike Station.

Routing Analyses

A series of routing analyses followed the LTS analysis to determine which streets best connect key destinations based on directness, avoiding steep grades, and avoiding high stress situations. Key destinations were informed by public, stakeholder, and City input to include schools, parks, community centers, major shopping centers, neighborhoods, and transit stops.

Four analyses were conducted using different network inputs to tease out different answers. The first aimed to answer, *how would people access common destinations in Arvada if the existing street network were low-stress?* This analysis clearly showed—as illustrated in the graphic below—West 64th, 72nd, and 80th Avenues forming the east-west primary network, while Indiana, Alkire, and Simms Streets as the most-desired north-south routes.

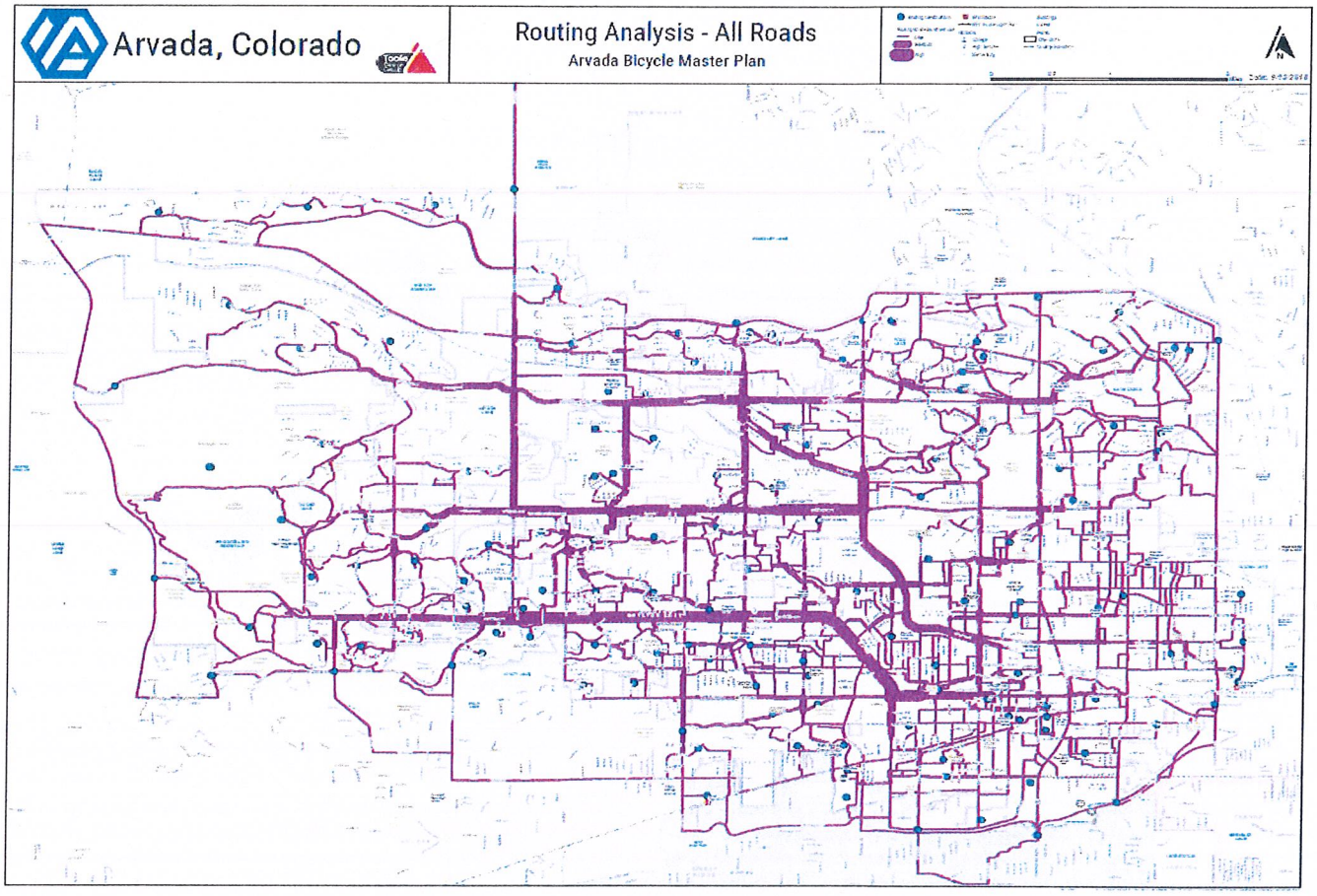


Figure 5: Routing Analysis Using All Roads

The Sheridan Connection Project Bundles

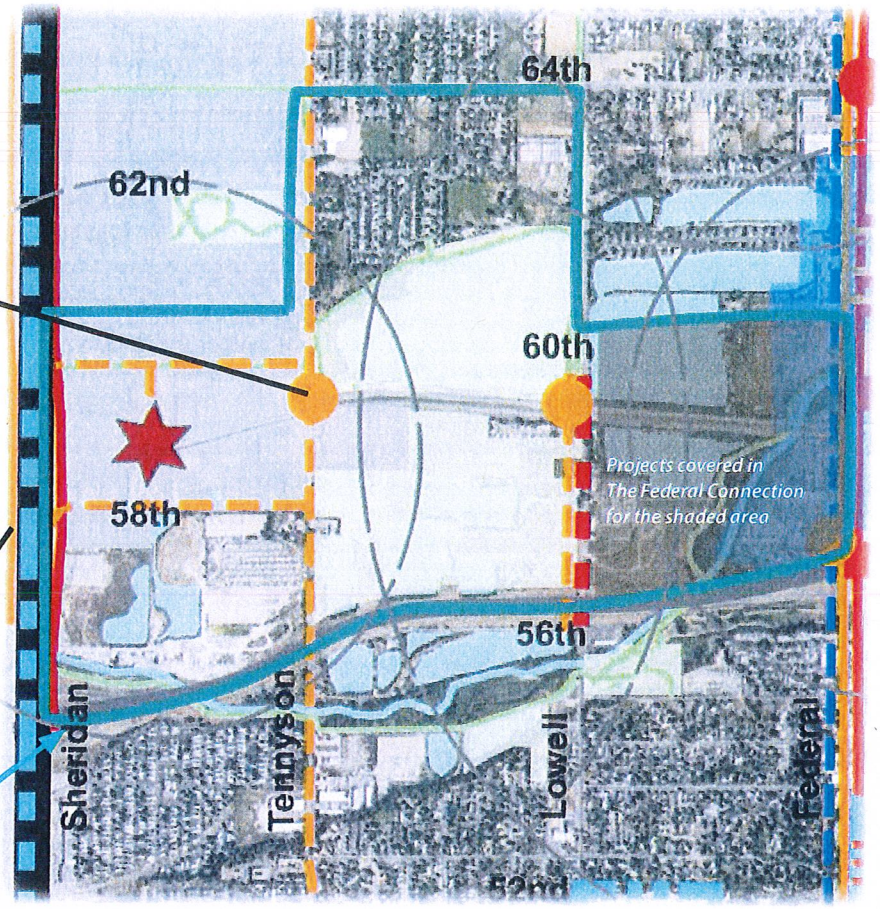
1 Area Connectivity Improvements

- Bundled Projects:
  - Lowell Boulevard/Jim Baker Trail: Connections from the Berkeley Neighborhood to the Sheridan Station
  - Tennyson Street Trail: From Clear Creek to 68th
  - 58th and 60th Avenues: Non-Motorized Connections to Station
  - 64th Avenue: Non-Motorized Connections Between Sheridan Station and the Clear Creek Trail
- Estimated Cost: $2 million

2 Sheridan Corridor Improvements

- Bundled Projects:
  - Multi-Modal Improvements from I-76 to 104th
  - Includes Bus Rapid Transit Study from I-76 to US 36
- Estimated Cost: $40-48 Million

The Sheridan Connection Core Geographic Area



→ *See Appendix A, Figure 7-7 for a map that shows the three overlapping Connection Areas (Sheridan, Federal, and Clear Creek) all together.*

→ *Key is for each of the next four Connection Areas*

Key

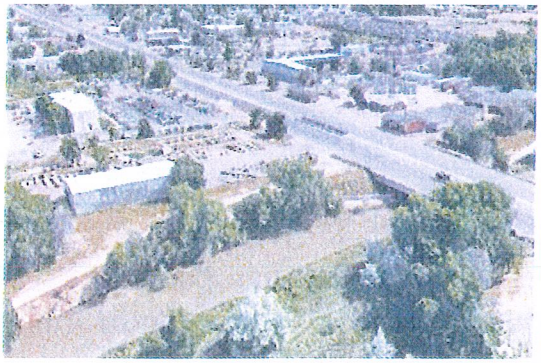
- Non-Motorized Project, In Progress
- Non-Motorized Project, Identified
- Roadway/Traffic Project, In Progress
- Roadway/Traffic Project, Identified
- Roadway/Traffic Project, Possible
- Draingage Project, In Progress
- Draingage Project, Identified
- Water/Sanitation Project
- Drainage Project, In Progress
- Incorporated Land
- Existing Water Body
- Existing Park
- Existing Trail
- RTD Rail Transit Station
- 1/2 and 1 Mile Rail Station Radius
- Study Area Boundary
- Adams County Boundary

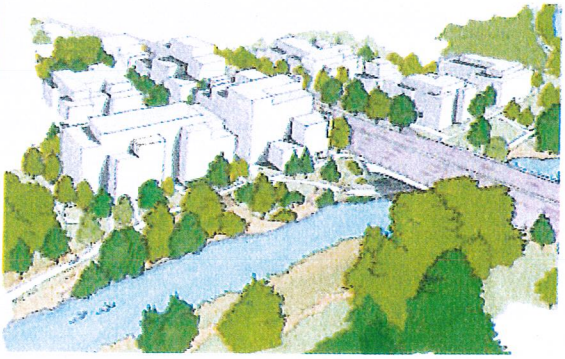
Clear Creek West of Federal Boulevard

Context: Utilizing Clear Creek as a major asset for the area.

The proximity of the Sheridan and Federal Stations to each other and to Clear Creek provides significant opportunities for pedestrian and bicycle connections.

Development opportunities take advantage of the Creek as an asset and provide residential, retail, and new locations for small businesses within walking distance of stations.





Tennyson Street Trail

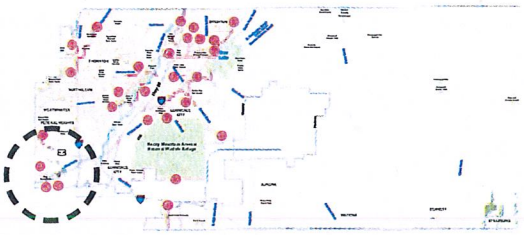
This trail is also intended to provide connection to a future RTD commuter rail transit line station.

Lowell / Jim Baker Trail

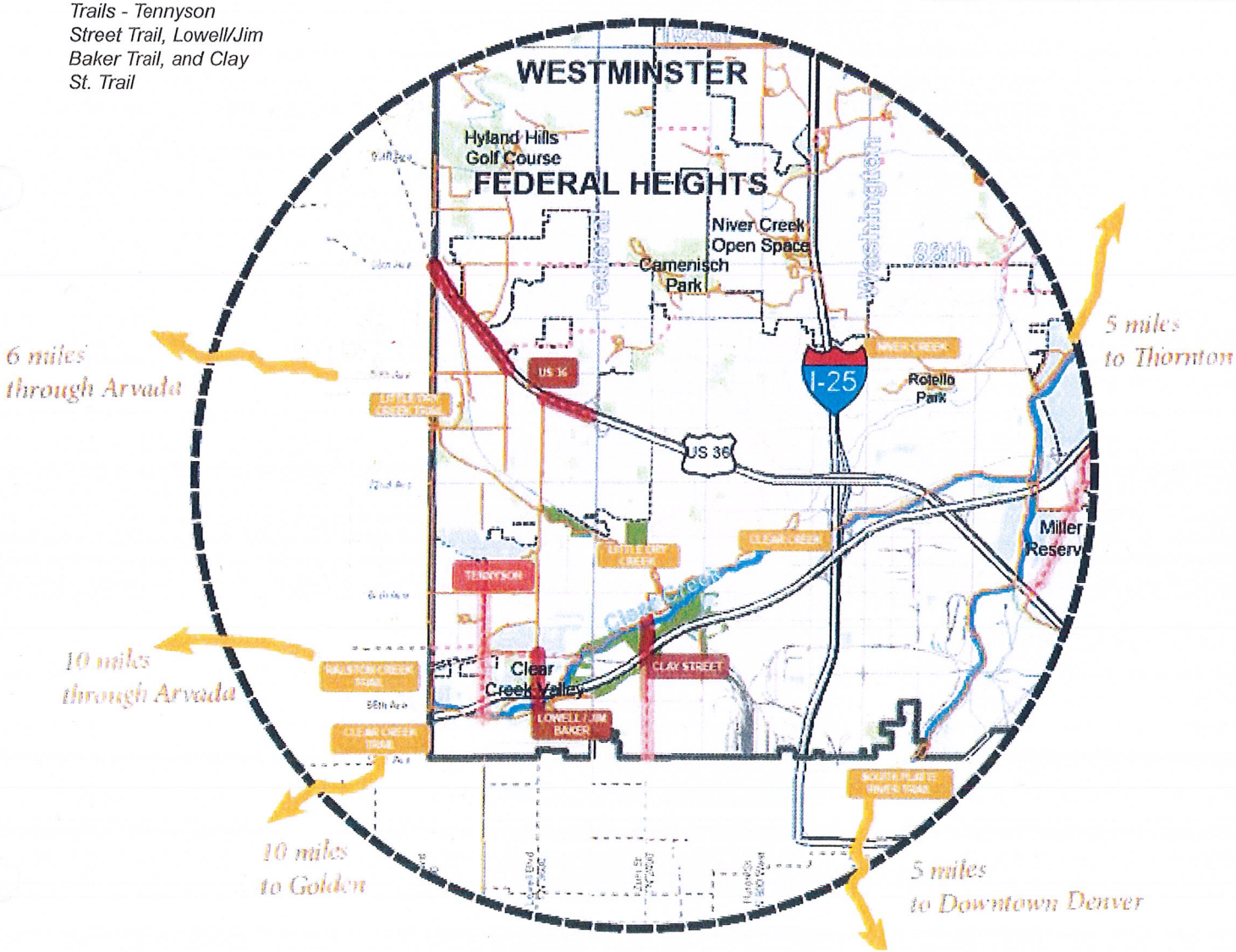
This trail is planned along Lowell boulevard to connect neighborhoods to a future light rail station. The trail is an important grade-separated crossing from Interstate 76 and Union Pacific Railroad tracks. The trail connects the Clear Creek Trail to Jim Baker Reservoir and is also a link between the Clear Creek Trail and the Little Dry Creek Trail.

Clay Street Trail

Design is underway to create a trail to connect the intersection of Zuni Street and 59th Avenue to the Clear Creek Trail. It includes a pedestrian tunnel under the Union Pacific Railroad and a grade-separated crossing at the RTD electric commuter rail transit Gold Line.



Map 23: *Proposed Trails - Tennyson Street Trail, Lowell/Jim Baker Trail, and Clay St. Trail*



Parks & Open Space Department
Adams County Regional Park
www.adcogov.org

ADAMS COUNTY
COLORADO

9755 Henderson Road
Brighton, CO 80601
PHONE 303.637.8000
FAX 303.637.8015

January 24, 2018

Adams County Open Space Advisory Board
9755 Henderson Road
Brighton, CO 80601

RE: City of Arvada / Tennyson Street Trails Grant

Dear Board Members:

In the past few years, Adams County has engaged the community in planning efforts related to open space, parks, and trails both throughout Adams County and also focused on the Clear Creek corridor. In all planning processes, the community has identified a strong need for better pedestrian and bicycle connectivity along major roads throughout Adams County, and particularly near regional trails like Clear Creek.

Through similar public processes, the city of Arvada has also identified a need for better pedestrian and bicycle facilities along the eastern edge of the city. One key corridor is Tennyson Street. A plethora of recreational amenities, important transportation facilities, and schools exist along Tennyson Street. Currently, the road is not striped for bicycle lanes and sidewalks are intermittent, which creates unsafe situations for pedestrians and cyclists. With so many important facilities along this corridor, the city would like to improve connectivity between these nodes so it is easier and safer for the community to access these areas.

The city is proposing improvements to sidewalks and reconfiguration of the street to include bicycle lanes along Tennyson Street. We are excited that Arvada is willing to lead this important project that will benefit both unincorporated and Arvada residents. We are in full support of Arvada's efforts in this regard and urge you to approve funding for this important project, as it greatly improves access to the wonderful assets we have in this area.

Sincerely,

Nathan Mosley
Director

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

HYLAND HILLS
Park & Recreation District

Thomas Lynch
President
Lori Mirelez
Vice President
Robert Landgraf, Jr.
Treasurer
Nicholas J. McCoy
Secretary
Christopher Dittman
Assistant Secretary

January 31, 2018

Adams County Open Space Advisory Board
9755 Henderson Road
Brighton, CO 80601

Dear Adams County Advisory Board Members:

The Hyland Hills Park and Recreation District supports the City of Arvada's passive open space grant to improve the pedestrian connections and linkages within the Tennyson Street right of way between 64th Avenue and the Adams County Clear Creek Trail on Clear Creek. These projects include new sidewalks, drainage improvements, on-street bicycle lanes, and new street striping and cross walks along with pedestrian bridge across Clear Creek which would enhance pedestrian and non-vehicular circulation in the southwest corner of Adams County and the City of Arvada.

These projects would provide better and safer access to our new facility, Clear Creek Valley Park, and improve access to the City of Westminster's Jim Baker Reservoir which is presently managed by Adams County Parks and Open Space Department. They would also connect the park to the existing Adams County Clear Creek Trail. Tennyson Street is maintained by different jurisdictions and is in need of a major overhaul given the heavy commercial and residential utilization. Improved drainage and pedestrian improvements are key elements to improving the viability of Tennyson Street.

Hyland Hills together with Adams County, the City or Arvada, Wanco, Inc. and others have recently made a major investment to improve the quality of life for our residents in this area of Adams County. This project would add to this effort and be a major step forward along the Tennyson Street corridor.

We urge the Adams County Open Space Board to seriously consider this project.

Sincerely,

Yvonne Fischbach
Executive Director
Hyland Hills Park and Recreation District

8801 N. Pecos Street, Federal Heights, Colorado 80260
T 303 • 428 • 7488 F 303 • 650 • 7594 www.hylandhills.org

Water World Find Your Summer
Adventure Golf
AT HYLAND HILLS
Ice Centre

WESTMINSTER

January 25, 2018

Adams County Open Space Advisory Board
9755 Henderson Road
Brighton, CO 80601

Dear Adams County Advisory Board Members:

The City of Westminster supports the City of Arvada's passive open space grant to improve the pedestrian connections and linkages along and within the Tennyson Street right of way between 64th Avenue and the Adams County Clear Creek Trail on Clear Creek. These projects include new sidewalks, drainage improvements, on-street bicycle lanes, and new street striping and cross walks along with pedestrian bridge across Clear Creek which would enhance pedestrian and non-vehicular circulation in the southwest corner of Adams County and the City of Arvada. These projects would provide better access to Hyland Hills' new Clear Creek Valley Park and improve access to our Jim Baker Reservoir which is presently managed by Adams County Parks and Open Space Department.

On average, we receive a higher number of citizen calls and inquiries about the lack of bicycle and pedestrian connections in this portion of our metro area to connect to the Little Dry Creek Trail and the Clear Creek Trail, so these improvements are in alignment with improving access across jurisdictional boundaries. This project will also build upon others underway. The City will install wayfinding along the Little Dry Creek this year, and Adams County's Public Works Department is preparing to make bicycle, pedestrian and other improvements to Lowell Boulevard from Clear Creek to 62nd Avenue this summer.

In addition, the City and County of Denver identified Tennyson Street as an existing shared roadway and proposes adding bike lanes to Lowell Boulevard to improve the connectivity to Adams County, Arvada and Westminster as part of the 2016 update to the Denver Moves plan.

We are all striving to improve the quality of life for our residents in this area of Adams County and this project would be a major step forward along the Tennyson Street corridor.

We strongly support this project and urge the Adams County Open Space Board to consider it for funding.

Sincerely,

Jason Genck, Director
Parks, Recreation and Libraries

CITY OF WESTMINSTER
Department of Parks, Recreation and Libraries
4800 West 92nd Avenue
Westminster, Colorado 80031
P 303 650 2400
F 303 706 3926
www.cityofwestminster.us

WANCO®

Adams County Open Space Advisory Board
9755 Henderson Road
Brighton, Colorado 80601

RE: City of Arvada Spring 2018 Tennyson Corridor Grant Application

Dear Advisory Board Members:

Wanco Inc. is an industry leading manufacturer of highway safety and traffic control products located at 5870 Tennyson Street in Arvada, CO. I am pleased to submit this letter regarding Arvada's request for funding to improve the bicycling and pedestrian conditions along Tennyson Street. The City is working collaboratively with Adams County as well as several business and community organizations. This project will bring much needed infrastructure improvements to an area in our region that is growing into a major residential, employment, and recreational destination. The proposed improvements, which will extend from the Clear Creek Trail north to 64th Avenue, will serve as an important connection to multiple park and recreation destinations in the County.

The City of Arvada uses a planning process for bicycle and pedestrian improvements that emphasizes regional and interjurisdictional connections. The City and County have made recent investments along with Wanco Inc. to beautify and update park lands, railroad crossings, trails, and sidewalks. Additional investments along Tennyson Street are needed to continue greater access and connectivity for our employees and visitors to destinations like Clear Creek Trail, Clear Creek Park, Jim Baker Reservoir, Tennyson Knolls Park, Tennyson Elementary School, the Early College of Arvada and the RTD FasTracks Gold Line transit station. Arvada is in an excellent position to serve as lead steward of this funding to create an opportunity for coordinated implementation of bicycle-pedestrian improvements.

It is worth noting that Arvada is seeking to create a safer and more convenient bicycling and walking environment for people of all ages and abilities. The Arvada's Silver-level Bicycle Friendly Community status reflects the City's level of commitment to promoting multi-modal transportation. The City of Arvada has implemented their existing bicycle-pedestrian facilities primarily through their own street maintenance resources and funding dedicated by their City Council. Please consider this funding request as a much-needed and exciting investment for Arvada and Adams County. The benefits will be felt by our employees and visitors. Thank you.

Sincerely,

Matthew Wanasz
Wanco Inc.
COO
Matthew.wanasz@wanco.com
303-427-5700

Adams County Open Space Advisory Board
9755 Henderson Road
Brighton, Colorado 80601

RE: City of Arvada Spring 2018 Tennyson Corridor Grant Application

Dear Advisory Board Members:

The Early College of Arvada is a free public charter school that provides students in grades 6-12 a direct path to higher education. The school is located at 4905 W 60th Ave, Arvada, CO 80003. As the Director, I am pleased to submit this letter regarding Arvada's request for funding to improve the bicycling and pedestrian conditions along W 60th Ave and Tennyson Street. The City is working collaboratively with Adams County as well as several business and community organizations to make these improvements. The proposed project will bring much needed infrastructure improvements to an area in our region that is growing into a major residential, employment, and recreational destination. The project will extend from the Clear Creek Trail north to 64th Avenue, and from Wolff Street to Tennyson Street on W 60th Ave, which will serve as an important connection to multiple park and recreation destinations in the County.

The City of Arvada uses a planning process for bicycle and pedestrian improvements that emphasizes regional and interjurisdictional connections. The City and County have made recent investments along with the Early College of Arvada to beautify and update buildings, park lands, railroad crossings, trails, and sidewalks. Additional investments are needed to continue greater access and connectivity for our students, employees, and visitors to destinations like Clear Creek Trail, Clear Creek Park, Jim Baker Reservoir, Tennyson Knolls Park, and the RTD FasTracks Gold Line transit station. Arvada is in an excellent position to serve as lead steward of this funding to create an opportunity for coordinated implementation of bicycle-pedestrian improvements.

It is worth noting that Arvada is seeking to create a safer and more convenient bicycling and walking environment for people of all ages and abilities. Arvada's Silver-level Bicycle Friendly Community status reflects the City's level of commitment to promoting multi-modal transportation. The City of Arvada has implemented their existing bicycle-pedestrian facilities primarily through their own street maintenance resources and funding dedicated by their City Council. Please consider this funding request as a much-needed and exciting investment for Arvada and Adams County. The benefits will be felt by our students, staff, and visitors. Thank you.

Sincerely,

Ryan Conrad
School Director
Early College of Arvada Charter School
rconrad@ecarvada.org
720-473-4400

Adams County Open Space Advisory Board
9755 Henderson Road
Brighton, Colorado 80601

RE: City of Arvada Spring 2018 Tennyson Corridor Grant Application

Dear Advisory Board Members:

As the Chair of the Arvada Planning Commission, I am pleased to submit this letter of support regarding Arvada's request for funding to improve the bicycling and pedestrian conditions along Tennyson Street. The City is working collaboratively with Adams County as well as several business and community organizations. This project will bring much needed infrastructure to an area in our region that is growing into a major residential, employment, and recreational destination. The proposed improvements, which will extend from the Clear Creek Trail north to 64th Avenue, will serve as an important connection to multiple park and recreation destinations in the County.

The City of Arvada uses a documented planning process (known as the Arvada Bicycle Master Plan) for bicycle and pedestrian improvements that emphasizes regional and interjurisdictional connections. The proposal for Tennyson Street has been evaluated carefully and will positively affect the quality of life for many residents and businesses located in Arvada and Adams County. The new bicycle and pedestrian facilities will enable greater access for neighborhood destinations like Clear Creek Trail, Clear Creek Park, Jim Baker Reservoir, Tennyson Knolls Park, Tennyson Elementary School, the Early College of Arvada and the RTD FasTracks Gold Line transit station. Arvada is in an excellent position to serve as lead steward of this funding to create an opportunity for coordinated implementation of bicycle-pedestrian improvements.

It is worth noting that Arvada is seeking to create a safer and more convenient bicycling and walking environment for people of all ages and abilities. The City's Silver-level Bicycle Friendly Community status reflects the Arvada's level of commitment to promoting non-motorized transportation. The City of Arvada has implemented their existing bicycle-pedestrian facilities primarily through their own street maintenance resources and funding dedicated by their City Council. This request will supplement the City's budget and will improve sections of Tennyson Street that is multi-jurisdictional. Please consider this funding request as a much-needed and exciting investment for Arvada and Adams County. Thank you for your time and careful consideration of this proposal.

Sincerely,

T.O. Owens
Chair, Arvada Planning Commission

Adams County Open Space Advisory Board
9755 Henderson Road
Brighton, Colorado 80601

RE: City of Arvada Spring 2018 Tennyson Corridor Grant Application

Dear Advisory Board Members:

As the Chair for the Arvada Citizens' Transportation Committee, I am pleased to submit this letter regarding Arvada's request for funding to improve the bicycling and pedestrian conditions along Tennyson Street. The City is working collaboratively with Adams County as well as several business and community organizations. This project will bring much needed infrastructure to an area in our region that is growing into a major residential, employment, and recreational destination. The proposed improvements, which will extend from the Clear Creek Trail north to 64th Avenue, will serve as an important connection to multiple park and recreation destinations in the County.

The City of Arvada uses a planning process for bicycle and pedestrian improvements that emphasizes regional and interjurisdictional connections. The project has been evaluated carefully and will positively affect the quality of life for many residents and businesses located in Adams County. The new bicycle and pedestrian facilities will enable greater access for our neighborhood to destinations like Clear Creek Trail, Clear Creek Park, Jim Baker Reservoir, Tennyson Knolls Park, Tennyson Elementary School, the Early College of Arvada and the RTD FasTracks Gold Line transit station. Arvada is in an excellent position to serve as lead steward of this funding to create an opportunity for coordinated implementation of bicycle-pedestrian improvements.

It is worth noting that Arvada is seeking to create a safer and more convenient bicycling and walking environment for people of all ages and abilities. The City's Silver-level Bicycle Friendly Community status reflects the City's level of commitment to promoting non-motorized transportation. The City of Arvada has implemented their existing bicycle-pedestrian facilities primarily through their own street maintenance resources and funding dedicated by their City Council. Please consider this funding request as a much-needed and exciting investment for Arvada and Adams County. Thank you for your time and careful consideration of this proposal.

Sincerely,

Terri Binder

Terri Binder
Chair, Arvada Citizen's Transportation Committee

Adams County Open Space Advisory Board
9755 Henderson Road
Brighton, Colorado 80601

RE: City of Arvada Spring 2018 Tennyson Corridor Grant Application

Dear Advisory Board Members:

We, the Berkeley Neighborhood Association, are writing to you to express our support for the Adams County Open Space grant application by the City of Arvada for major bicycle-pedestrian connections along the Tennyson Corridor. This project will bring much needed infrastructure to an area in our region that is growing into a major residential and recreational destination. The proposed improvements, which will extend from the Clear Creek Trail north to 64th Avenue, will serve as an important connection to multiple park and recreation destinations in the County.

Arvada's planning process for bicycle and pedestrian improvements has emphasized regional and interjurisdictional connections, seeking to better understand and respond to commuting and recreational patterns between Arvada and surrounding communities. Though the project will not touch our neighborhood directly, the residents of Berkeley feel that the proposed Tennyson Corridor changes will positively affect our lifestyle: the new bicycle and pedestrian facilities will enable greater access for our neighborhood to destinations like Clear Creek Park, Jim Baker Reservoir, and the future Gold Strike transit station. Arvada is in an excellent position to serve as lead steward of this funding to create an opportunity for coordinated implementation of bicycle-pedestrian improvements.

Arvada is seeking to create a safer and more convenient bicycling and walking environment for people of all ages and abilities. The Berkeley neighborhood supports this agenda and the additional opportunities this project will provide residents to enjoy the outdoor spaces in this area. Arvada's existing bicycle network does not extend past Sheridan, and our neighborhood is currently separated from this network by almost half a mile of road inaccessible to pedestrians and unfriendly to bicyclists. Funding the proposed improvements to Tennyson Street would address a foundational need which future projects can expand and build upon. The City's status as a Silver-level Bicycle Friendly Community reflects their ongoing commitment to bicycle infrastructure and encouragement, as well as the role of this project as part of a much larger comprehensive vision. Adams County residents will appreciate this future connection both locally to nearby parks and regionally to Arvada's current and planned bicycle network.

The City of Arvada has implemented their existing bicycle-pedestrian facilities primarily through their own street maintenance resources and funding dedicated by their City Council. Please consider this funding request as a much-needed and exciting investment for Adams County Open Space. The residents of Berkeley neighborhood suggest the Advisory Board use this funding to connect popular parks and important destinations along the Tennyson Street Corridor. Thank you for your time and careful consideration of this proposal.

Sincerely,

The Berkeley Neighborhood Association

Name: Wendy Carter
Address: 4440 West 53rd place
Signature: Wendy Carter

Name: Brian Price
Address: 5253 Quitman ST
Signature:

Name: SHAUN CARTER
Address: 5280 OSCEOLA ST
Signature:

Name: RAY ZELLER
Address: 4455 West 58th AVE unit B,C
Signature:

Name: MICHAEL RUDDEN
Address: 5205 TENNYSON ST.
Signature: Michael Rudden

Name: Frank Saccomanno
Address: 4455 W 58th Ave UNIT A
Signature:

Name: Royce Carter
Address: 4440 West 53rd Pl
Signature:

Name: Warren Sawyer
Address: 4455 W 58 Ave
Signature:

Name: Elsie Bridwell
Address: 5231 Quitman St.
Signature: Elsie Bridwell

Name: SHARON WHITEHAIR
Address: 4455 W 58th AVE.
Signature:

Name: Margaret Posey
Address: 5271 Quitman St
Signature: Margaret Posey

Name: MAYNARD KING
Address: 3082 W 53rd Ave.
Signature: Maynard King

Name: Joe Posey
Address: 5271 Quitman ST
Signature: Joe R. Posey

Name: MARLE MENIN
Address: 6419 XAVIER ST.
Signature:

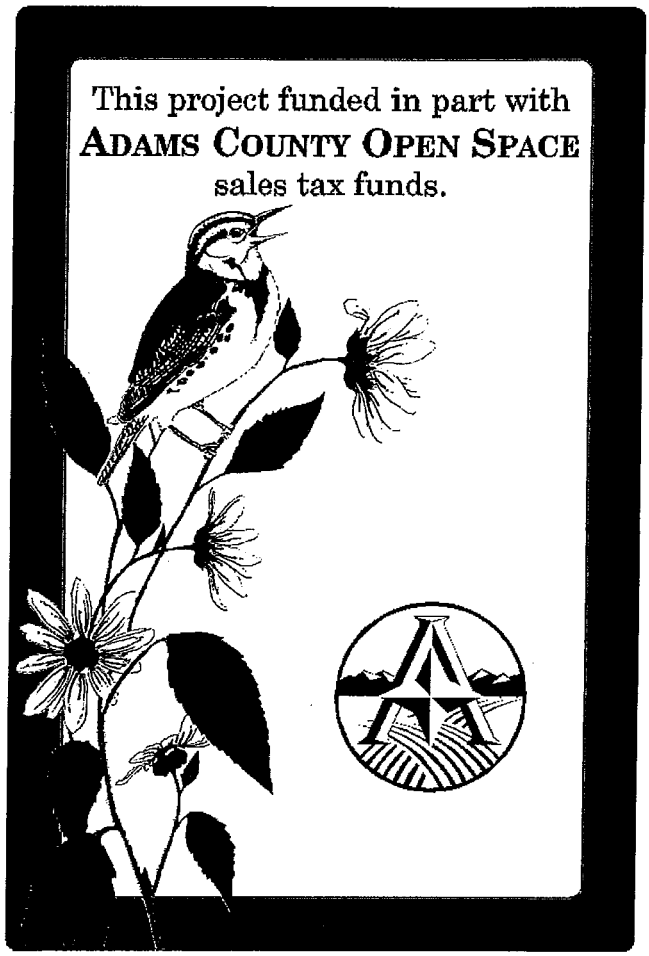
Name: Megan Carter
Address: 5253 Quitman Street
Signature: Megan M Carter

Name: Kathleen T MENIN
Address: 6419 Xavier ST
Signature: Kathleen T Menin

Exhibit B

Adams County Open Space Program

Policies and Procedures



Newly Revised and Adopted

June 24, 2013

As Amended January 6, 2014 and November 14, 2017

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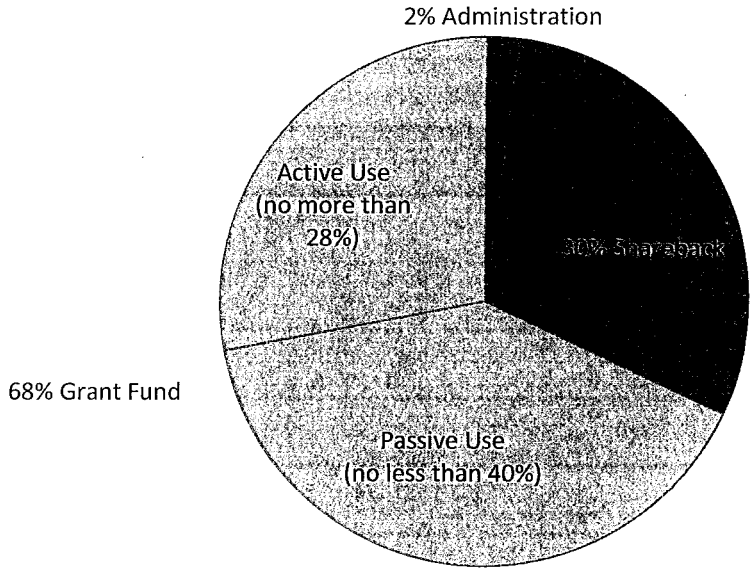
Introduction

Adams County citizens passed an Open Space Tax on November 2, 1999, and reauthorized it on November 2, 2004, to be extended until December 31, 2026. The voter approved issue called for 68% of the proceeds from the tax to be distributed to eligible jurisdictions by a grant process. The Open Space "Tax Issue" also provides for 30% of the funds to be returned to the Cities and County based on a formula of where the tax is collected. Two percent may be used for administrative purposes. Adams County Open Space Sales Tax funds are subject to an annual independent audit.



This document is meant to provide a brief overview of each component of the Sales Tax program and provide specific guidance for use of 30% Shareback funds and the administration of the 68% Grant Fund.

2% Administration Fund

The 2% Administration Fund is the first set of funds removed from the Sales Tax revenues. These monies are used annually to fund the salaries and benefits of Open Space staff who administer the program. In addition, these funds are used for the day-to-day administration of the entire Sales Tax revenue. Major costs from this fund include public relations costs (such as promotional materials, attending local community days, and publishing an annual report), and all costs associated with coordinating two grant cycles per year. The budget for these funds is developed annually by Open Space staff and is approved by the Adams County Parks and Open Space Director, the Adams County Finance Department staff, and ultimately the Adams County Board of County Commissioners as part of the overall County budget.

Annual Report

An annual report describing projects funded with the open space funds will be made available to the residents of Adams County annually. The County will compile information based upon reporting they receive from each jurisdiction describing how 30% Shareback funds were used. The County will also compile a list of projects funded in the past year, including a brief description of each project and the amount of funding awarded.

Annual Audits

All expenditures of Open Space Sales Tax funds are subject to an annual audit. This includes projects awarded grant funds as well as funds disbursed from the 30% portion of the Sales Tax Fund.

30% Shareback Program

Purpose

The Shareback Program distributes a portion of Open Space Sales Tax revenues directly back to the taxing jurisdiction for use on either passive or active projects. The shareback is distributed as described in Section 8, b (iii) of Resolution 99-1 (Appendix A): "After payment of the administrative fee, thirty percent (30%) of the remaining Open Space Sales Tax collected shall be automatically returned to the cities, towns and unincorporated area of Adams County in the same proportion as is the ratio of Open Space Sales Tax collected within the city, town or unincorporated area to the total County sales tax collections, as computed from information provided by the Colorado Department of Revenue. This money may be used by the jurisdiction for either active or passive uses but shall not be used to augment existing parks and open space budgets".

Distributions of these funds are made twice yearly to all qualified jurisdictions. Payments are distributed as checks to the qualified jurisdiction, or in the case of Adams County, as an internal transfer of funds.

Eligible Expenses

Shareback funds received by the qualified jurisdiction may be used for passive or active uses. However, there are some limitations to use of the shareback funds:

- As stated in Resolution 99-1 (Appendix A), "no land or interests acquired with revenues of the Open Space Sales Tax may be sold, leased, traded, or otherwise conveyed, nor may an exclusive license or permit on such land or interests be given, without the approval of such action by the Board [of County Commissioners]".
- Funds from the 30% distribution can be used to maintain active and passive projects previously funded through the Open Space Sales Tax, but may not otherwise augment existing budgets.

Annual Reporting

In approximately January of each year, Open Space staff will distribute an annual reporting form to qualified jurisdictions. The purpose of this form is to detail how each qualified jurisdiction allocated the previous year's 30% distribution. Forms from all qualified jurisdictions must be returned to Adams County Open Space staff prior to any spring distributions being processed. The information acquired through this process will be included in the annual report.

68% Grant Fund

Purpose

The 68% Grant Fund is a competitive grant process where parks and open space projects compete for limited funds available though the Sales Tax program. Applications are reviewed by the Open Space Advisory Board (OSAB), comprised of 7 volunteer members appointed by the BoCC. The OSAB makes funding recommendations to the BoCC based on funds available and project merits. All final funding decisions are made by the BoCC.

Available Funding

The funding available in each grant cycle is comprised of the grant fund share of Open Space Sales Tax revenues for the last six months of the previous year (Spring grant cycle) or the first six months of the year (Fall grant cycle), all interest earnings on Open Space Sales Tax revenues, any unallocated monies remaining from previous revenues, and monies returned to the fund due to projects coming in under budget or projects that were unable to be completed.

Funding is limited for each grant cycle. The OSAB can elect to recommend a project be funded in full, part, or may choose not to recommend funding for the project. The BoCC will review the recommendations of the OSAB and award in full, modify the amount, or deny grant funds to specific projects.

Applicants for projects or phases of projects that were not awarded Open Space Sales Tax funds in the full amount requested in the initial grant proposal are encouraged to reapply for up to two additional grant cycles following the initial submittal, in the event the applicant deems the project worthwhile of additional funding.

Grant Cycle Timeline

Grant cycles occur twice each year in February and July. Grant applications are generally due on the First of February, unless it falls on a weekend in which case applications are due the following Monday, and the fourth Wednesday in July. For a more detailed grant cycle schedule, visit www.adcogov.org/openspace or contact Open Space staff.

Applicant Eligibility

Applicants must not have any unresolved compliance issues. The applicant must be in compliance on projects previously funded with Adams County Open Space Sales Tax Funds, including funds received from the 30% Open Space Sales Tax distributions. Compliance includes but is not limited to completion of projects as funded and provision of information when requested or due.

Qualified Jurisdictions

The Qualified Jurisdictions are defined as the sales tax collecting entities in the County and special districts that solely provide parks or recreational facilities or programs currently include: City of Arvada, City of Aurora, Town of Bennett, Bennett Park and Recreation District, City of Brighton, City of Commerce City, City of Federal Heights, Hyland Hills Park and Recreation District, City of Northglenn, Strasburg Parks and Recreation District, City of Thornton, City of Westminster, and Adams County. Qualified jurisdictions must have an adopted Parks and/or Open Space Plan. Metropolitan Districts that provide park and recreation services among other services shall not be considered park and recreation districts for the purposes of these policies and procedures.

Sponsored Organizations

Any organization, including, but not limited to Metropolitan Districts providing services in addition to parks and recreation, other governmental entities and non-profit organizations are eligible to apply, provided they are sponsored by a qualified jurisdiction. These organizations must receive sponsorship from one of the qualified jurisdictions, as evidenced by documentation from the sponsoring qualified jurisdiction indicating their sponsorship of and support for the project. These organizations should contact the most appropriate qualified jurisdiction well ahead of the grant application due date to allow for enough time to navigate that jurisdiction's process. If seeking sponsorship from Adams County, please contact Open Space staff at least 6 weeks ahead of the grant application due date for additional information. If a qualified jurisdiction agrees to sponsor an application, the sponsored application does not count against the qualified jurisdiction's allowed number of applications per grant cycle.

The role of the sponsoring qualified jurisdiction is flexible, but at minimum consists of providing approval for the requesting organization to apply for the program. A more significant relationship between sponsoring qualified jurisdiction and sponsored organization is encouraged, especially for organizations new to the Open Space program, but is not required. Any additional contact between the sponsoring qualified jurisdiction and sponsored organization is optional at the will of either party.

Eligible Projects

Staff will review the application and project for conformance with the voter-approved "Tax" and the Open Space Policy and Procedures.

Facilities, including but not limited to parks, sports fields, golf courses, and recreation centers, or land must be accessible to the public, inclusive of those with disabilities, except for land acquisitions and conservation easements for agricultural preservation and habitat preservation.

Eligible Project Types

The following is a list of eligible projects for the Adams County Open Space Sales Tax Grant Program. This list comes from Resolution 99-1 (Appendix A). If a prospective project is not directly related to one of these items, please contact Open Space staff for further discussion. Adams County Open Space Sales Tax funds in the grant program can be used for:

- Purchase, construction, maintenance of:
  - Horse, bike, running trails
  - Natural areas with limited development for fishing, hiking, walking, or biking
  - Wildlife preserves
  - Lakes for fishing with accessible walks, docks, picnic areas, and restrooms
  - Conservation easements on agricultural land
  - Environmental education programs
  - Lands and waterways as community buffers
  - River and stream corridor land
  - Unimproved flood plains
  - Wetlands
  - Preservation of cemeteries
  - Picnic facilities
- Acquisition of:
  - Fee title interest and less than fee title interest(s) in real property for open space, natural areas, wildlife habitat, agricultural and ranch lands, historical amenities, parks, and trails. Less than fee title interests include: easements (including conservation and agricultural), leases, options, future interests, covenants, development rights, subsurface rights and contractual rights, either on an exclusive or nonexclusive basis.
  - Water rights and water storage rights for use in connection with aforementioned purposes
  - Rights-of-way and easements for trails and access to public lands and to build and improve such trails and accessways
- Joint projects between counties and municipalities, recreation districts, or other governmental entities in the County
- To improve, protect, manage, patrol, and maintain:
  - Open space
  - Natural areas
  - Wildlife habitats
  - Agricultural and ranch lands
  - Historical amenities
  - Parks
  - Trails
- To pay for related acquisition, construction, equipment, operation, and maintenance costs
- To implement and effectuate the purposes of the Open Space Program
- Acquisition and maintenance of:
  - Lands with significant natural resource, scenic, and wildlife habitat values
  - Lands that are buffers maintaining community identity
  - Lands that are to be used for trails and/or wildlife migration routes

    - Lands that will be preserved for agricultural or ranch purposes
    - Lands for outdoor recreation purposes limited to passive recreational use, including but not limited to hiking, hunting, fishing, photography, nature studies, and if specifically designated, bicycling or horseback riding
    - Lands with other important values such as scenic and historic sites that contribute to the County's and County municipalities' natural and cultural heritage
- Purchase, construction, equipping, and maintenance of:
    - Sports fields
    - Golf courses
    - Recreation centers
    - Lands for park purposes
    - Park and recreational improvements and facilities

In addition to eligible project types, the following list indicates Eligible Project Expenses. This list is meant to clarify eligible expenses, but is not a comprehensive list of eligible expenses. Please contact Open Space staff regarding expenses not otherwise included on this list. These items can appear in the project budget and be reimbursed for as a part of the project. They can be grant request, applicant/partner match, or in-kind contribution or any combination thereof. The following items are Eligible Project Expenses:

- Consultant costs for acquisition, planning, design, and/or construction of parks, trails, or open space (including natural areas, wildlife habitats, agricultural lands, ranch lands, and historical amenities)
- General volunteer time or Board member time (see Salary below)
- Organization fees including certification and accreditation fees (directly relating to project or program, or a requirement thereof)
- Training tuition for programs/certifications directly related to the project
- Staff time and expenses that are related to a specific project (see Salary below)
- Costs that directly relate to the planning activities (inventories, design, GIS/mapping, printing, etc)
- Existing operations and maintenance
- Public input costs (meeting rooms, mailings or other advertising, facilitation, surveys and web-based outreach)
- Acquisition of conservation easement or land for open space, park, or trail purposes:
    - Purchase price
    - Water rights
    - Mineral rights
    - Associated closing costs
    - Appraisal
    - Survey
    - Environmental assessment and cleanup
    - Baseline report
    - Mineral remoteness report, etc.
- Conservation easement stewardship endowments for passive use land acquisitions (see Conservation easement stewardship endowment below)
- Park amenities, including but not limited to:

    - Athletic fields/courts
    - Track and field facilities (including projects involving artificial turf)
    - Playgrounds
    - Swings
    - Climbing structures
    - Skateparks/rinks
    - Swimming pools (indoor or outdoor)
    - Splashpads
    - Water slides
- Trails, including:
    - Bridges
    - Underpasses
    - Overpasses
- Construction and/or redevelopment of golf courses
- Development and/or redevelopment of environmental education facilities, outdoor classrooms, and natural areas intended for environmental education purposes
- Programmatic funding for environmental education
- Disc golf courses
- Whitewater parks
- Fishing piers and boat docks
- Sculptures and artwork in a park or open space, including memorials
- Outdoor amenities located at fairgrounds
- Concession stands and storage buildings located in a park or open space and used in association with activities conducted at the park or open space
- Indoor facilities, including:
    - Recreation centers
    - Buildings at fairgrounds
    - Nature Centers
- Infrastructure, including:
    - Irrigation
    - Drainage
    - Parking lot
    - Lighting
    - Utilities, etc.
- Amenities, including:
    - Restrooms
    - Drinking fountains
    - Benches
    - Landscaping
    - Picnic tables
    - Grills
    - Pavilions
    - Amphitheaters or outdoor performing arts centers when located in a park or open space
    - Signage
    - Fencing
    - Lighting

    - Historical facilities when located in a park or open space, etc.
- Eligible work completed prior to application (see Prior Completed Work below)
    - Land acquisition and design work within three (3) years of application
    - All other eligible work within one (1) year of application
- Expenses associated with on-the-ground project management
- Printing and development of parks, trails and open space related publications
- Promotional items (all to include Open Space logo, see Open Space Signage and Logo Use policy)
- Indirect costs (see Indirect Costs below)
- Non-fixed assets, including:
    - Lawnmowers
    - Snow blowers
    - Gloves
    - Shovels
    - Rakes
    - Weed eaters
    - Staff uniforms
    - Wildlife cameras, etc.
- Costs associated with volunteer programs, including:
    - Food and drink
    - Training
    - Clothing
    - Appreciation items
- Donations of the items above can be counted as in-kind match

The following are ineligible project expenses and may not appear in any form on the project budget:

- Fundraising costs
- Any meeting costs not associated with the project
- Grant writing
- Events, publications, advertising, and/or similar event items for fundraising
- Amusement parks
- Recreational program costs, including:
    - Staffing
    - T-shirts or uniforms
    - Trophies
    - Medals, etc.

Salary

Salary is an eligible project expense if it is project and/or program specific. The salary being funded must be time-limited and for specific project-related job duties, not general job duties of the position. At the time of project completion, documentation of hours spent working on the project must be provided either through timesheets or other tracking mechanism. Please speak with Open Space staff for specific questions related to salary and the documentation required.

Conservation easement stewardship endowment

A conservation easement stewardship endowment is meant to be the principle investment into a dedicated fund for use by the easement Grantee for annual stewardship and monitoring costs. The amount of the endowment allowance is determined by multiple factors that have been agreed upon by the qualifying jurisdictions. To reflect the perpetual nature of these obligations, the amount allowed as part of a grant request may fluctuate over time to reflect current costs in staffing, etc. and current interest rates. Please contact Open Space staff regarding current conservation easement stewardship endowment practices and allowance.

Indirect Costs

Up to 10% of a project's direct costs may be requested as part of the grant request. Additional indirect costs can be included as part of the applicant match. The Open Space program strongly encourages applicants to request reasonable amounts of funding for indirect costs to ensure that the application is competitive.

Indirect costs include costs which are frequently referred to as overhead expenses (e.g., rent and utilities) and general and administrative expenses (e.g., officers' salaries, accounting department costs and personnel department costs).

Prior Completed Work

Acquisition of property and design work previously completed and related to a specific project are eligible expenses, as long as the work is completed within three years of the application date. All other expenses, as listed in the Eligible Project Expenses section, are eligible as long as the work is completed within one year of the application date. Individual expenses may be older than the deadline only if the final work is completed within the deadline timeframe. All previously incurred expenses will be expected to submit the same documentation at project closeout as work completed directly as a part of the grant project (including invoices and proof of payment).

Specific Requirements of Land Acquisitions

To meet the intent of Resolution 99-1 (Appendix A), land purchased with Open Space sales tax dollars with passive funds will be encumbered to perpetually protect the passive uses of the property. Primarily, this encumbrance will take the form of a conservation easement. In some instances, a conservation easement may not be the best tool for land preservation and a declaration of covenants, conditions and restrictions may be placed on the land in lieu of the conservation easement. These situations may include, but are not limited to: property where there is less than five acres of habitat or preservable land, sites where there are no easily identified conservation values, a redevelopment site or site where significant changes to the property are anticipated, or land purchased solely for use as a trail corridor. In all situations, it is at Open Space staff's sole discretion whether a conservation easement or declaration of covenants, conditions and restrictions will be used to protect the land's passive uses.

The negotiation, approval, and full execution of a conservation easement or a declaration of covenants, conditions and restrictions are required before such a project will be closed out. Additional information on project closeout can be found in subsequent sections. Land purchased using active funds will not be

required to have an encumbrance on the property. If the acquiring organization desires to place a conservation easement on a portion of a property purchased with active funds, please contact Open Space staff for additional information.

Applying to the Program

Application Types

- Passive Project applications are for uses defined in Resolution 99-1, Section C, (ii), see Glossary of Terms, page 17.
- Active Project applications are for uses defined in Resolution 99-1, Section C, (iii), see Glossary of Terms, page 17.
- Mini Grant applications are for uses defined in either of the above sections but are geared towards smaller scale projects. A project is determined to be a Mini-Grant if the total amount of the grant request does not exceed $5,000. Funding for mini-grants is limited to $50,000 per year. The Mini Grant is also limited to one application per applicant, per grant cycle. Mini Grants are subject to the same requirements as both the Active and Passive Grants.

Submission Requirements

Each qualified jurisdiction or sponsored organization applying to the Open Space Program may only submit up to three (3) grants per grant cycle, up to two (2) of which may be full project applications (i.e., not mini-grants). For sponsored organizations, each project in a single grant cycle must be sponsored by a different qualified jurisdiction. Each qualified jurisdiction may only sponsor one project per grant cycle from any given sponsored organization, but there is no limit on the total number of applications a qualified jurisdiction may sponsor in any grant cycle. Sponsored applications do not count against a qualified jurisdiction's allowed number of applications per grant cycle.

Applications must be made on the pertinent Application Form. See the current Application Form for the number of completed application and all attachments that are required for submittal. Mail or deliver application to: Adams County Parks & Open Space, 9755 Henderson Road, Brighton, Colorado 80601. Applications must arrive no later than 4:30 p.m. of the specified grant application deadline date. No material will be accepted after the deadline date with the exception of additional materials or documentation requested by the Open Space staff, the OSAB or the BoCC.

The primary contact person(s) identified in the Open Space Application will be used for all official correspondence for each submitted project, including all correspondence regarding project status reports and closeout information. Please contact Open Space staff as soon as it becomes necessary to change the primary contact person.

Matching Funds

All projects must leverage the funds being requested of the Open Space Grant Program. For passive applications, applicants must provide a minimum of 30% of the total project costs toward the project. For active applications, a minimum of 40% must be provided. Any additional funds brought toward the project will be considered favorably by the OSAB during their evaluation.

In-kind sources of funds, such as donations of goods or services or volunteer hours are acceptable forms of match. All donations of goods or services must be documented in the application with a letter from the donor describing the donation and its estimated value. The use of volunteer hours is acceptable. Applicants must estimate the number of volunteer hours anticipated for completion of the project and include in the project narrative a description of the work to be completed by those volunteers. Volunteer time should be valued at the standard rate for the state of Colorado as found at http://www.independentsector.org/volunteer_time. Please see the Glossary of Terms for additional information about what constitutes in-kind contributions.

Application Components Specific to Real Estate Transactions

For real estate transactions, applicants should obtain a qualified buyer's appraisal, see Glossary of Terms, page 17. When a qualified appraisal is not available at the time of application, applicants should provide additional information with their application verifying the purchase price they are estimating. Additional information can include, but is not limited to, recent purchases by the organization of similar land, comparable listings or sales in the area, and other information used by the applicant to determine the cost included in the application. A qualified appraisal will be required prior to project closeout, or prior to closing if funds are to be wired at the time of closing. When the applicant is seeking to buy property for a price that exceeds the qualified appraisal value, the OSAB will make recommendations on a case by case basis to the BoCC for final approval. If no appraisal was available to the OSAB and more is paid for the property than the appraised value, unless specifically requested by the grantee from the BoCC, no reimbursement will be made for a purchase price exceeding the appraised value. If the grantee wishes to be reimbursed for that additional amount, a request will be sent to the BoCC for approval prior to reimbursement.

Application Criteria and Scoring

OSAB will request presentations by applicants for all active and passive applications. Presentations for mini-grant applications are welcomed but not required. Presentations will not be scored and are for informational purposes only.

The OSAB will review projects and make funding recommendations to the BoCC based on criteria and information provided by the applicant in the Passive or Active Applications in the following categories:

- Grant Fund Use
- Project Funding
- Project Support
- Project Management and Applicant's Past Performance of Awarded Projects
- Project Location within Adams County

The OSAB utilizes standard score sheets while reviewing projects. Examples of the most recent score sheets can be requested from Open Space staff at any time. Each OSAB member ranks the projects based on their impressions of the project. Each project receives a unique ranking from each OSAB member. For example, if there are ten projects in a particular cycle, the OSAB members assign a one (1) to their highest priority project and a ten (10) to their least priority project. The rankings for each project are then totaled and projects are organized from highest ranking (lowest number of points) to lowest

ranking (highest number of points). The projects are then discussed by the OSAB in rank order and funding recommendations are made.

Note: Current scoring practice is described. This process may be changed as the OSAB changes and as projects change. Any changes to OSAB scoring of projects will be shared with applicants prior to the grant cycle in which the changes will be instituted.

After Grant Award

If a press release is issued, include the following statement:

"Funds were awarded from proceeds of the Adams County Open Space Sales Tax which was passed by Adams County voters in 1999, and reauthorized in November, 2004 to be extended until December 31, 2026."

Grant Agreement

The BoCC will publically award the grants at a public hearing. At the public hearing, Open Space staff will distribute copies of the grant agreement to each successful applicant. Signed grant agreements are due back to Open Space staff within 45 days of the public hearing. Once they are received back, Open Space staff will have the agreements signed by the BoCC and will return one fully executed copy to the applicant in either electronic or paper form. The BoCC reserves the right to add specific conditions as part of the Grant Agreement and/or Conservation Easement. A revised budget sheet shall be requested if awarded funds differ from the original grant request.

Project Due Date

All projects must be completed within two years of the grant award date. All documentation necessary to close out the project must be submitted to Open Space staff or an extension must be requested by this date. If no documentation is received by Open Space staff by the project due date, this may result in non-compliance. Please see the Grant Non-compliance section below.

Project Extension Policy

Requests for extension must be received prior to the project due date, preferably one month prior to the project due date. A sample Extension Request form is included as Appendix B, but may be updated at any time. As such, Grantee should confirm with Open Space staff the correct form to submit for their request. Project extension requests may be approved for up to 6 months at a time by Open Space staff. Grantee should include in their request progress made to date on the project, barriers to completion of the project and plans to overcome said barriers, and a timeline for project completion. If, at Open Space staff's discretion, no significant progress towards completion has been made, the extension request may be denied.

If a request for an extension is denied, Grantee will be promptly notified by Open Space staff. Upon receiving this notification, the Grantee must notify Adams County Open Space in writing as to whether or not they will complete the project as originally funded. If the Grantee is unable to complete the project as originally funded, a termination of Grant Agreement will be executed by Adams County and

the Grantee will be required to deauthorize awarded funds or return all previously awarded funds for that project along with accrued interest and applicable market value adjustment within 30 days of receiving the Termination of Grant Agreement. Failure to respond to such a notification will result in an automatic de-authorization of the grant and may result in non-compliance. Please see Grant Non-compliance section below.

Project Modification Policy

If a change to an awarded project is anticipated, Grantee should contact Open Space staff to discuss the proposed change. At that time, Open Space staff will determine whether a formal project modification should be requested. Most change requests will likely fall into one of three categories: 1) minor material change, no request necessary; 2) more significant change to project described in the application, but no change to the budget, staff approval possible, and 3) significant change that impacts the intent of the project and/or the project budget, BoCC approval necessary. If there is any question of which category the request falls into, it will be elevated to the next level for approval.

If it is deemed necessary, the Grantee must submit a Modification Request form to Adams County Open Space staff. A sample Modification Request form is included as Appendix C, but may be updated at any time. As such, Grantee should confirm with Open Space staff the correct form to submit for their request.

If necessary, this information will be forwarded to the BoCC along with a full staff report for the BoCC's consideration. If the modification request is rejected and the project cannot be completed as originally approved, the Grantee may request deauthorization of the grant award and submit a new application for the revised project for consideration in future grant cycles.

Failure to notify Adams County Open Space staff of changes to an awarded project may result in non-compliance. Please see Grant Non-compliance section below.

Grant Non-compliance

A non-compliance issue may arise due to a failure to adhere to the project due date policy, extension policy, modification policy, or at Open Space staff's discretion. At such time that Open Space staff feels a non-compliance issue has arisen, staff will forward the information and a full staff summary to the BoCC. The BoCC will review the issue and determine what if any remedy will be required. Potential consequences of non-compliance include 1) deauthorization of the current grant award, with a request to repay any funds plus interest already disbursed for the award, 2) suspension of the Grantee from participating in the Open Space Grant program as an applicant, partner, or sponsor, or 3) any other consequence deemed appropriate by the BoCC.

Open Space Signage and Logo Use

An Adams County Open Space Sign provided or approved by Open Space staff will be posted in a prominent place at the project site once the project is completed. This does not apply to projects that will not have public access (i.e. conservation easement projects or planning projects). Signs provided by the County must remain up at the project site through the reporting period (i.e., 10 years). For acquisitions funded through the Open Space program, signs must remain up on the property through

the life of the sales tax. Open Space staff will periodically do audits of signs at project locations and will offer replacement signs when needed. Grantee may also ask for replacement signs at any time when a sign becomes damaged or otherwise in poor condition. Following the expiration of the Open Space Sales Tax, signs shall remain in place until damaged or otherwise in poor condition at which time the sign may be removed and not replaced.

If the Grantee wishes not to place a separate Adams County Open Space sign, but rather to use the logo as a part of new signage to be produced for the project, a high quality digital design file of the Adams County Open Space logo can be provided by Open Space staff. Use of the Adams County Open Space logo on other permanent signage must be approved by Open Space staff prior to final production of said signage. The program logo can also be provided for other uses via digital image files at the sole discretion of Open Space staff. Any additional usage of the program logo must be approved by Open Space staff.

Reimbursement and Closeout Process

Funds will be disbursed:

- Once the project has been both physically and contractually completed as funded, or at a specified periodic reimbursement date as described in the grant agreement (subject to documentation described below).
- The documentation requested in the reimbursement process has been received and verified by staff. Documentation should indicate that all work has been completed, invoiced, and paid on the project contract, including payment of retainage, as necessary.
- If the final product of a project is a document, including but not limited to a plan, design, or construction documents, those documents must be sent to Open Space staff for inclusion in the project file and for project closeout. In addition, if a document is being developed in association with a land purchase including but not limited to surveys, baseline assessments, or environmental analysis, those documents must be forwarded to Open Space staff for project closeout.

The amount of funds disbursed will correspond to the submitted project budget. The amount of disbursement will be adjusted as necessary to maintain the level of funding originally awarded and specified in the Grant Agreement. All reimbursements will be based on the award percentage of the total project costs, up to the full award amount. At no time will the amount of reimbursement, whether periodic or final, exceed the project expenditures when in-kind contributions are used as match. Unused grant funds will be returned to the grant fund. For example, if a project is under budget the leverage amount will be based on the final cost of the awarded project and the remaining award amount will be returned to the grant fund for future reallocation. Under no circumstances will the amount of funds reimbursed by Adams County Open Space Sales Tax increase over the awarded amount represented in the Grant Agreement. An increased percentage of project costs will only be allowed if approved by the BoCC in a modification requesting such a change (see Project Modification Policy, page 13).

In the case of periodic reimbursements, all procedures for reimbursement remain the same, see All Other Projects Reimbursement Process section below. The reimbursement will be for the awarded percentage for the project for that time period. Open Space staff will keep records of all periodic

reimbursements to ensure that the total never exceeds the maximum award stated in the grant agreement.

Failure to provide requested documents may result in non-compliance. All forms related to the closeout process can be found in Appendix D. Please contact Open Space staff for the most up-to-date files.

Land Acquisition/Conservation Easement Reimbursement Process

The awarded funds can be disbursed to the Grantee after closing or directly to the title company at the time of closing. The Grantee will need to provide Adams County Open Space with copies of the following documents to receive the grant award:

- Copies of All Easements/Encumbrances
- Final Contract
- Full Qualified Appraisal
- Preliminary Buyers Settlement Agreement
- Title Commitment

It is the applicant's responsibility to ensure that Open Space staff is kept informed of any changes to the date, time or location of the closing. Adams County Open Space must have the wiring instructions at least five (5) business days ahead of the scheduled closing to forward to the Adams County Treasurer's Office to set up the wire transfer. All other documents should be to Open Space staff a minimum of two (2) business days before closing to have funds wired to closing. After closing, copies of the following documents must be forwarded to the Open Space Office prior to the project being closed out:

- Grant Closeout Request Form
- Recorded Deeds specific to this transaction
- Signed Settlement Statement
- Title Policy
- Fully executed Conservation Easement must be on file with Open Space staff (for passive acquisitions)
- Associated invoices and checks
- Other applicable items

All Other Projects Reimbursement Process

For all other projects, to close out a project the applicant must submit to the Open Space Office copies of the following documentation:

- Grant Closeout Request Form
- Completed Grant Closeout Worksheet
- Copies of ALL invoices listed on Grant Closeout Worksheet
- Copies of cancelled checks (front and back) for all costs indicated on Grant Closeout Worksheet
  OR
  Signature of authorized Financial Officer on Grant Closeout Worksheet certifying all payments have been made

- Documentation for all in-kind donations (e.g., letter from donor stating value, invoice from business indicating value)

Reporting Following Closeout

As stated in Resolution 99-1, "no land or interests acquired with revenues of the Open Space Sales Tax may be sold, leased, traded, or otherwise conveyed, nor may an exclusive license or permit on such land or interests be given, without the approval of such action by the Board [of County Commissioners]".

At the 5- and 10-year anniversaries of project closeout, Open Space staff will send Grantee a reporting form for all projects closed out during that timeframe, not including planning projects or environmental education programs. This form will request basic information about all closed out projects specifically what, how and why anything has changed on the project. Grantee will include dated photos of the project for Open Space staff review. If in Open Space staff's opinion, the intent of the original project has been changed, a full report will be forwarded to the BoCC. At that time, the BoCC will review the information and determine what, if any, action will be taken, including but not limited to the return of all grant funds plus interest.

Code of Ethics

The Code of Ethics applies to all employees and officials of Adams County, including the Open Space Advisory Board. The Code of Ethics can be found on the Adams County website: www.adcogov.org

Glossary of Terms

ACTIVE USE: Lands for park purposes and other recreational uses such as sports fields, golf courses and recreation centers. Park purposes shall be defined as the construction, equipping, acquisition and maintenance of park and recreational improvements and facilities for the use and benefit of the public. (Source: Resolution 99-1, Section C, item iii, Appendix A)

DEAUTHORIZATION OF FUNDS: In cases where funds are deauthorized (i.e., non-compliance, project completed under budget) remaining funds are returned to the grant fund for future allocation to projects. When funds have been paid, either for a completed project or for periodic reimbursements, and the BoCC requests those funds be returned to the grant fund, it is at the BoCC's discretion to also request payment of interest on those funds being returned.

IN-KIND SOURCES OF FUNDS: In-kind sources of funds are donations of time, services, or goods. At no time is the applicant paying for this contribution to the project, whether directly from the project proceeds or indirectly from other funding. These sources must be documented through timesheets, invoices, or other means for project closeout purposes.

PASSIVE USE: Passive uses shall include, but not be limited to the purchase, construction and maintenance of: horse, bike or running trails; natural areas with limited development for fishing, hiking, walking or biking; wildlife preserves; lakes for fishing with accessible walks, docks, picnic areas and restrooms; conservation easements on agricultural land; environmental education programs; lands and waterways as community buffers; river and stream corridor land; unimproved flood plains; wetlands; preservation of cemeteries; and picnic facilities. (Source: Resolution 99-1, Section C, item ii, Appendix A)

QUALIFIED APPRAISAL:

- commissioned by the purchaser, another project partner that does not have an ownership interest in the property being acquired, or jointly by the seller and the purchaser;
- prepared by an experienced independent appraiser and in accordance with the IRS definitions of a qualified appraisal and of highest and best use, as defined in Treas. Reg. 1.170A-13(c)(3); and
- based upon the sales comparison method, which determines the value of the subject property by comparing sale prices of comparative properties. Adjustments are made to the sale price of each comparative property to reflect the differences between the comparison property and the subject property.
- specific about the easement value of the property, and the value of the property before and after an easement is placed on it. Information about these values is necessary to determine ability to fund the project. (If funding is for a fee acquisition, only the full fee fair market value is needed; the before and after easement values are not required.)
- effective within one year prior to closing, the grantee will be required to have an appraiser update the appraisal.

QUALIFIED JURISDICTIONS: The qualified jurisdictions are defined as the taxing entities within the county and include, but are not limited to: City of Arvada, City of Aurora, Town of Bennett, City of Brighton, City of Commerce City, City of Federal Heights, City of Northglenn, City of Thornton, City of Westminster, and Adams County.

Appendix A

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton on WEDNESDAY the 6TH day of OCTOBER, 1999 there were present:

Ted L. Strickland _____ Chairman
Elaine T. Valente _____ Commissioner
Martin J. Flaum _____ Commissioner
Rita Connerly _____ County Attorney
Lucy Trujillo, Deputy _____ Clerk of the Board

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10/08/99 14:32:16
BK: 5917 PG: 0756-0769
0.00 DOC FEE: ADAMS CO
CAROL SNYDER

when the following proceedings, among others were held and done, to-wit:

RESOLUTION CORRECTING SCRIVENER'S ERROR IN RESOLUTION 99-1

WHEREAS, the Board of County Commissioners (Board) of Adams County, Colorado (County), adopted Resolution 99-1 on September 1, 1999; and,

WHEREAS, paragraph 7a contains an obvious scrivener or typographical error; and,

WHEREAS, the Board determines that the scrivener or typographical or typographical error, considered in context, is insubstantial; and,

WHEREAS, the Board, nonetheless, desires to correct the scrivener error contained within paragraph 7a of Resolution 99-1.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that Resolution 99-1, paragraph 7a be corrected to read as follows:

> (a) *Imposition of Tax*. There is hereby imposed on all sales of tangible personal property at retail or the furnishing of services in the County as provided in Section 29-2-105(1)(d), Colorado Revised Statutes, as amended, a tax equal to one-fifth of one percent of the gross receipts (the "Sales Tax").

BE IT FURTHER RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Clerk of the Board make the above-referenced correction *nunc pro tunc* to September 1, 1999.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Strickland _____ Aye
Valente _____ Aye
Flaum _____ Aye
Commissioners

STATE OF COLORADO)
County of Adams)

I, Carol Snyder, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 6TH day of OCTOBER, A.D. 1999.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Carol Snyder:

By _____ Deputy

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton on WEDNESDAY the 1ST day of SEPTEMBER, 1999 there were present:

Ted L. Strickland	Chairman
Elaine T. Valente	Commissioner
Martin J. Flaum	Commissioner
Rita Connerly	County Attorney
Sylvia Puebla, Deputy	Clerk of the Board

when the following proceedings, among others were held and done, to-wit:

RESOLUTION 99-1

A RESOLUTION CALLING AN ELECTION ON NOVEMBER 2, 1999 TO AUTHORIZE THE IMPOSITION OF A ONE-FIFTH OF ONE PERCENT COUNTYWIDE SALES TAX FOR THE PURPOSE OF PRESERVING OPEN SPACE AND CREATING AND MAINTAINING PARKS AND RECREATION FACILITIES; SETTING THE BALLOT TITLE AND BALLOT QUESTION FOR THE ELECTION; AND, PROVIDING THE EFFECTIVE DATE OF SUCH RESOLUTION

WHEREAS, the Board of County Commissioners (the "Board") of Adams County, Colorado (the "County"), has determined that it is in the public interest and desirable to the residents of the County to preserve open space in order to limit sprawl, to preserve farmland, to protect wildlife areas, wetlands, rivers and streams, and for creating, improving and maintaining parks and recreational facilities; and,

WHEREAS, there are not sufficient funds in the treasury of the County and the Board does not anticipate that existing sources of revenue will be sufficient to generate the moneys necessary to preserve open space and create and maintain parks and recreational facilities; and,

WHEREAS, the County is authorized by law to impose a sales tax on the sale of tangible personal property at retail and the furnishing of services, subject to approval of the registered electors of the County; and,

WHEREAS, the Board has determined that it is in the interests of the residents of the County to impose a Countywide sales tax at the rate of one-fifth of one percent for the period beginning January 1, 2000 through December 31, 2006, the receipts from which shall be restricted in application to the Open Space Program; and,

WHEREAS, the Board has determined that a question regarding the imposition of a sales tax for the purposes enunciated herein should be submitted by the Board to the eligible electors of the County; and,

WHEREAS, the Board has determined to set the ballot title and ballot question for the issues to be submitted at the election called by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS, STATE OF COLORADO:

1. An election shall be held on Tuesday, November 2, 1999, at which there shall be submitted to the eligible electors of the County one question authorizing the imposition of an additional one-fifth of one percent sales tax (the "Open Space Sales Tax") on all sales of tangible personal property at retail or the furnishing of services in the County as provided in Section 29-2-105(1)(d), Colorado Revised Statutes, as amended ("C.R.S."). The question to be submitted to the registered electors shall be as follows:

ISSUE ____

SHALL ADAMS COUNTY TAXES BE INCREASED $5.5 MILLION, AND WHATEVER AMOUNTS ARE RAISED ANNUALLY THERAFTER, BY A COUNTYWIDE SALES TAX OF ONE FIFTH OF ONE PERCENT (20 CENTS ON A $100 PURCHASE), EFFECTIVE JANUARY 1, 2000 AND AUTOMATICALLY EXPIRING AFTER 7 YEARS, WITH THE PROCEEDS TO BE USED SOLELY TO PRESERVE OPEN SPACE IN ORDER TO LIMIT SPRAWL, TO PRESERVE FARMLAND, TO PROTECT WILDLIFE AREAS, WETLANDS, RIVERS AND STREAMS, AND FOR CREATING, IMPROVING AND MAINTAINING PARKS AND RECREATION FACILITIES, IN ACCORDANCE WITH RESOLUTION 99-1, WITH ALL EXPENDITURES BASED ON RECOMMENDATIONS OF A CITIZEN ADVISORY COMMISSION AND SUBJECT TO AN ANNUAL INDEPENDENT AUDIT AND SHALL ALL REVENUES FROM SUCH TAX AND ANY EARNINGS THEREON, CONSTITUTE A VOTER APPROVED REVENUE CHANGE.

YES _____ NO_____

2. The election shall be conducted by the County Clerk and Recorder in accordance with the Uniform Election Code and other laws of the State of Colorado, including without limitation, the requirements of Article X, Section 20 of the Colorado Constitution (hereinafter "TABOR").

3. All acts required or permitted by the Uniform Election Code relevant to voting by early voters' ballots, absentee ballots and emergency absentee ballots shall be performed by the County Clerk and Recorder.

4. The County Clerk and Recorder shall cause a Notice of Election to be published in accordance with the laws of the State of Colorado, including but not limited to, the Uniform Election Code and TABOR.

5. Pursuant to Section 29-2-104(5), Colorado Revised Statutes, the County Clerk and Recorder is directed to publish the text of this Resolution four separate times, a week apart, in the official newspaper of the county and each city and incorporated town within the County.

6. No later than October 1, 1999, the County Clerk and Recorder shall mail the Notice of Election required by Article X, Section 20(3)(b) of the Colorado Constitution.

7. If a majority of the votes cast on the question of imposing the Open Space Sales Tax shall be in favor of such question, the Open Space Sales Tax shall be imposed and shall apply to all taxable transactions, unless exempt, occurring on or after January 1, 2000, and shall be collected and administered in accordance with this Resolution and the schedules set forth in the rules and regulations promulgated by the Colorado Department of Revenue.

(a) *Imposition of Tax.* There is hereby imposed on all sales of tangible personal property at retail or the furnishing of services in the County as provided in Section 29-2-105(1)(d), Colorado Revised Statutes, as amended, a tax equal to one-half of one percent of the gross receipts (the "Sales Tax").

(b) *Transactions Subject to the Sales Tax.*

(i) The tangible personal property and services taxable hereunder shall be the same as the tangible personal property and services taxable pursuant to Section 39-26-104, C.R.S., and shall be subject to the same exemptions as those specified in Section 39-26-114, C.R.S., including specifically the exemption provided by Section 39-26-114(11), C.R.S., for purchases of machinery or machine tools; the exemption provided by Section 39-26-114(1)(a)(XXI), C.R.S., for the sales and purchases of electricity, coal, wood, gas (including natural, manufactured and liquefied petroleum gas), fuel oil or coke sold, but not for resale, to occupants of residences, whether owned, leased or rented by said occupants, for the purpose of operating residential fixtures and appliances which provide light, heat and power for such residences; the exemption provided by Section 39-26-114(1)(a)(XX), C.R.S.,

for the sales of food (as defined in Section 39-26-102(4.5), C.R.S.); the exemption for occasional sales by a charitable organization as set forth in Section 39-26-114(18), C.R.S.; and, the exemption for sales and purchases of farm equipment under lease or contract specified in Section 39-26-114(20), C.R.S.

(ii) The Sales Tax shall not be imposed on the sale of construction and building materials if such materials are picked up by the purchaser and if the purchaser of such materials presents to the retailer a building permit or other acceptable documentation that a local use tax has been paid or is required to be paid on the value thereof.

(iii) The Sales Tax shall not be imposed on the sale of personal property on which a specific ownership tax has been paid or is payable if: (I) the purchaser is a nonresident of, or has its principal place of business outside the County, and (II) such personal property is registered or required to be registered outside the limits of the County under the laws of the State of Colorado.

(iv) The Sales Tax shall not be imposed on the sale of tangible personal property at retail or the furnishing of services if the transaction has been previously subjected to a sales or use tax lawfully imposed on the purchaser or user by another statutory or home rule county equal to or in excess of the amount imposed by Section 7(a) hereof. A credit shall be granted against the Sales Tax payable with respect so such transaction equal in amount to the lawfully imposed sales or use tax previously paid by the purchaser or user to such other statutory or home rule county, provided that such credit shall not exceed the amount of the Sales Tax imposed by Section 7(a) hereof.

(c) *Determination of Place at Which Sales are Consummated.* For the purpose of this Resolution, all retail sales shall be considered consummated at the place of business of the retailer, unless the tangible personal property sold is delivered by the retailer or his agent to a destination outside the County or to a common carrier for delivery to a destination outside the limits of the County. The gross taxable sales shall include delivery charges, when such charges are subject to the state sales and use tax imposed by Article 26 of Title 39, C.R.S., regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the County, or has more than one place of business, the place or places at which the retail sales are consummated for the purpose of this Sales Tax shall be determined by the provisions of Article 26 of Title 39, C.R.S., and by the rules and regulations promulgated by the Colorado Department of Revenue. The amount subject to the Sales Tax shall not include the amount of any state sales and use tax imposed by Title 39, Article 26, C.R.S.

(d) *Collection, Administration and Enforcement.* The collection, administration and enforcement of the Sales Tax shall be performed by the Executive Director of the Colorado Department of Revenue (the "Executive Director") in the same manner as the collection, administration and enforcement of the Colorado state sales tax. The provisions of Article 26 of Title 39, C.R.S. and all rules and regulations promulgated thereunder by the Executive Director shall govern the collection, administration and enforcement of the Sales Tax.

(e) *Vendor Fee.* No vendor fee shall be permitted or withheld with respect to the collection and remittance of the Sales Tax.

(f) *Application of Section 29-2-108, C.R.S.* The imposition of the Sales Tax will result in the 7% limitation on the total sales tax imposed by the State of Colorado, any county and city or town in any locality in the State of Colorado as provided in Section 29-2-108, C.R.S. being exceeded. Such notwithstanding, the rate of Sales Tax does not exceed the rate permitted to be imposed by the County pursuant to Section 29-2-108, C.R.S.

8. Distribution of Sales Tax Revenue. The proceeds from the collection of the Open Space Sales Tax shall be administered in the following manner:

(a) *Open Space Advisory Board.* An Open Space Advisory Board shall be appointed by the Board of County Commissioners within ninety (90) days following approval of the election question.

(i) The Open Space Advisory Board shall consist of seven members, four of whom shall be residents of unincorporated Adams County and three of whom shall be residents of cities or towns located in Adams County.

(ii) Members shall serve four-year terms of office, except the initial term of two members from the unincorporated area of Adams County and two members from cities and towns shall be six years. Members may be re-appointed to successive terms.

(iii) Members shall serve at the pleasure of the Board.

(iv) The Board of County Commissioners shall develop a system to rotate the jurisdictions represented on the Open Space Advisory Board in a systematic fashion.

(v) Members shall not be compensated for their services, but may be reimbursed for reasonable expenses actually incurred in the performance of their duties in accordance with this Resolution and County policy.

(vi) Members shall act in accordance with law, including Colorado conflict of interest law applicable to public bodies. No member shall vote or participate in the application process regarding an acquisition or expenditure in which he or she has a financial or ownership interest, or where he or she has an ownership interest in adjacent property.

(vii) The Open Space Advisory Board will meet quarterly, beginning in the first quarter of 2000, or as necessary to review proposed projects. All meetings shall be held in accordance with the Open Meetings Law.

(viii) The Open Space Advisory Board will make recommendations to the Board of County Commissioners regarding the distribution of proceeds from the collection of the Open Space Sales Tax, substantially in accordance with the guidelines set forth in this Resolution.

(b) *Deposit and Expenditure of Revenue.*

(i) The County shall establish an Open Space Fund within which all revenues and expenditures from the Open Space Sales Tax shall be accounted for.

(ii) Two percent (2%) of the Open Space Sales Tax collected shall be used by the Open Space Advisory Board for administrative purposes, i.e. consultants, studies, site reviews, etc.

(iii) After payment of the administrative fee, thirty percent (30%) of the remaining Open Space Sales Tax collected shall be automatically returned to the cities, towns and unincorporated area of Adams County in the same proportion as is the ratio of Open Space Sales Tax collected within the city, town or unincorporated area to the total County sales tax collections, as computed from information provided by the Colorado Department of Revenue. This money may be used by the jurisdiction for either active or passive uses but shall not be used to augment existing parks and open space budgets.

(iv) After payment of the administrative expenses and distribution of the thirty percent, moneys remaining in the Open Space Fund shall be used as directed by the Board of County Commissioners, substantially in accordance with the following guidelines:

(1) Grant applications may be submitted to the Open Space Advisory Board by those jurisdictions having an approved open space and/or recreation plan.

(2) The Open Space Advisory Board shall review the application and make recommendations to the Board of County Commissioners regarding approval or denial of the application. Fund distributions may be attributable to both active and passive open space uses, so long as:

(a) no less than forty percent (40%) shall be expended for passive open space uses, to include the purchase, construction and maintenance of: horse, bike or running trails; natural areas with limited development for fishing, hiking, walking or biking; wildlife preserves; lakes for fishing with accessible walks, docks, picnic areas and restrooms; conservation easements on agricultural land; environmental education programs; lands and waterways as community buffers; river and stream corridor land; unimproved flood plains; wetlands; preservation of cemeteries; and picnic facilities.

(b) no more than twenty eight percent (28%) shall be expended for active uses, to include the purchase, construction, equipping and maintenance of: sports fields, golf courses, and recreation centers.

(v) Any funds received from the disposition of assets acquired or constructed with revenues for the Open Space Sales Tax shall be used in accordance with the above guidelines.

C. *Authorized Projects and Uses of Funds.*

(i) Revenues collected from the Open Space Sales Tax may be used in the following manner:

(A) To acquire fee title interest in real property for open space, natural areas, wildlife habitat, agricultural and ranch lands, historical amenities, parks and trails;

(B) To acquire less than fee interests in real property such as easements (including conservation and agricultural), leases, options, future interests, covenants, development rights, subsurface rights and contractual rights, either on an exclusive or nonexclusive basis, for open space, natural areas, wildlife habitat, agricultural and ranch lands, historical amenities, parks and trails purposes;

(C) To acquire water rights and water storage rights for use in connection with the aforementioned purposes;

(D) To acquire rights-of-way and easements for trails and access to public lands, and to build and improve such trails and accessways;

(E) To allow expenditure of funds for joint projects between counties and municipalities, recreation districts, or other governmental entities in the County;

(F) To improve and protect open space, natural areas, wildlife habitats, agricultural and ranch lands, historical amenities, parks and trails;

(G) To manage, patrol and maintain open space, natural areas, wildlife habitats, agricultural and ranch lands, historical amenities, parks and trails;

(H) To pay for related acquisition, construction, equipment, operation and maintenance costs;

(I) To implement and effectuate the purposes of the Open Space Program.

(ii) Passive open space lands may be acquired and maintained and may include:

(A) Lands with significant natural resource, scenic and wildlife habitat values;

(B) Lands that are buffers maintaining community identity;

(C) Lands that are to be used for trails and/or wildlife migration routes;

(D) Lands that will be preserved for agricultural or ranch purposes;

(E) Lands for outdoor recreation purposes limited to passive recreational use, including but not limited to hiking, hunting, fishing, photography, nature studies, and if specifically designated, bicycling or horseback riding;

(F) Lands with other important values such as scenic and historic sites that contribute to the County's and County municipalities' natural and cultural heritage.

(iii) Active open space lands may include lands for park purposes and other recreational uses such as sports fields, golf courses and recreation centers. Park purposes shall be defined as the construction, equipping, acquisition and maintenance of park and recreational improvements and facilities for the use and benefit of the public.

(iv) No land or interests acquired with the revenues of the Open Space Sales Tax may be sold, leased, traded, or otherwise conveyed, nor may an exclusive license or permit on such land or interests be given, without the approval of such action by the Board.

9. If a majority of the votes cast on the question of imposing the Open Space Sales Tax shall be in favor of such question, the County Clerk and Recorder is hereby directed to provide a notice of adoption of this Resolution, together with a certified copy of this Resolution, to the Executive Director of the Colorado Department of Revenue at least forty-five (45) days prior to January 1, 2000.

10. This Resolution shall serve to set the ballot title and the ballot question for the question set forth herein and the ballot title for such question shall be the text of the question itself.

11. The officers and employees of the County are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

12. The rate of the Open Space Sales Tax and the deposit of revenues collected for the Open Space Sales Tax as set forth in this Resolution shall not be amended, altered or otherwise changed unless first submitted to a vote of the registered electors of the County for their approval or rejection. Other provisions of this Resolution may be amended as necessary to effectuate the purposes of this Resolution by resolution adopted by the Board of County Commissioners in accordance with law.

13. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Board and the officers and employees of the County and directed toward holding the election for the purposes stated herein are hereby ratified, approved and confirmed.

14. All prior acts, orders or resolutions, or parts thereof, by the County in conflict with this resolution are hereby repealed, except that this repealer shall not be

construed to revive any act, order or resolution, or part thereof, heretofore repealed.

15. If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution, it being the intention that the various parts hereof are severable.

16. The cost of the election shall be paid from the County's general fund.

17. This Resolution shall take effect immediately upon its passage.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Strickland _____ Aye
Valente _____ Aye
Flaum _____ Aye
Commissioners

STATE OF COLORADO)
County of Adams)

I, Carol Snyder, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 1st. day of SEPTEMBER, A.D. 1999.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Carol Snyder:

By _____
Deputy

Appendix B

Adams County Open Space
Extension Request Form
Revised 9/2017

Date of Request:
Grantee Name:
Project Name:
Contact Person:
Phone Number:
Email:

Original Project Due Date:	Requested Due Date: (No longer than 6 months)

Please explain in detail the reason(s) for extending this project. Include information regarding progress made to date, items remaining to be completed and estimated timeline for completing all work.

Attach the following:

- Copy of original timeline submitted with grant application
- Revised timeline
- Evidence of progress (Photos of project or in narrative above)

Prepared by: _____ Date:

Print name: Title:

1

Appendix C

Adams County Open Space
Modification Request Form
Revised 9/2017

Date of Request:
Grantee Name:
Project Name:
Contact Person:
Phone Number:
Email:
Project Due Date:

Previously Submitted Leverage Summary:	Proposed Revision to Leverage Summary:
Grant Total:	Grant Total:
Total Project Costs:	Total Project Costs:
% of Funding Requested:	% of Funding Requested:

Please provide a description of the changes to the project as well as an explanation for the changes. Please provide specific details.

Attach the following:

- Copy of original budget submitted with grant application
- Revised budget
- Copy of original timeline submitted with grant application
- Revised timeline
- Evidence of progress (Photos of project or in narrative above)

Prepared by: _____ Date:

Print name: Title:

1

Appendix D

Adams County Open Space
Grant Closeout Request Form
Revised 9/2017

Project Name: Contact Person: Phone Number: Email: Reimbursement Request:
For land acquisitions only: Has money already been wired to closing? ◯Yes ◯No Are additional funds being requested to closeout the project? ◯Yes ◯No

Please review the appropriate project closeout checklist. Submit all documentation described on the checklist to:

Adams County Parks and Open Space
Attn: Renee Petersen or Shannon McDowell
9755 Henderson Rd.
Brighton, CO 80601

If you have questions or need assistance please contact Renee Petersen at 303.637.8072 or rpetersen@adcogov.org or Shannon McDowell at 303.637.8039 or smcdowell@adcogov.org.

I certify that all required documentation is attached or has been sent to Adams County Open Space to close out this project.

Prepared by: _____ Date:

Print name: Title:

Adams County Open Space
Grant Closeout Checklist

Revised 9/2017

Project Name:

Contact Person:

Use this checklist when closing out **ALL** projects, except land acquisitions. Provide copies of all documentation described below and this checklist to Open Space staff to begin the closeout process.

Please submit the following:

Grant Closeout Request Form

Completed Grant Closeout Worksheet

Copies of **ALL** invoices listed on Grant Closeout Worksheet

Copies of cancelled checks for all costs indicated on Grant Closeout Worksheet

OR

Signature of authorized Financial Officer on Grant Closeout Worksheet certifying all payments have been made

Documentation for all in-kind donations (e.g., letter from donor stating value, invoice from business indicating value)

Adams County Open Space
Grant Closeout Checklist - Land Acquisition

Revised 9/2017

Project Name:

Contact Person:

Use this checklist when closing out land acquisitions. Use page 1 when funds are to be wired to closing. Use page 2 if being reimbursed after closing. Provide copies of all documentation described below and this checklist to Open Space staff to begin the closeout process.

For money to be wired directly to closing, please submit the following:

All Easements/Encumbrances

Final Contract

Preliminary Buyers/Sellers Settlement Statement

Title Commitment

☐ Qualified Appraisal

Following closing when money has already been wired, submit the following additional documentation to closeout the project:

Grant Closeout Request Form

Final Title Policy

Recorded Deeds specific to this transaction

Signed Settlement Statement

A fully executed Conservation Easement must be on record with Open Space staff (for passive acquisitions)

If additional funds are being requested at the time of closeout, submit the following:

Completed Grant Closeout Worksheet

Copies of all invoices for additional expenses requested for the acquisition (e.g., survey, Phase I Environmental Report)

Copies of cancelled checks for additional costs indicated on Grant Closeout Worksheet

OR

Signature of authorized Financial Officer on Grant Closeout Worksheet certifying all payments have been made

Copies of all reports or documents (e.g., Baseline, Phase I Environmental) for which additional funds are being requested.

Documentation for all in-kind donations (e.g., letter from donor stating value, invoice from business indicating value)

Adams County Open Space
Grant Closeout Checklist - Land Acquisition
Revised 9/2017

Project Name:

Contact Person:

Please submit the following documentation to closeout the project if no funds have previously been received:

Grant Closeout Request Form

Completed Grant Closeout Worksheet

All Easements/Encumbrances

Final Title Policy

☐ Qualified Appraisal

Final Contract

Recorded Deeds specific to this transaction

Signed Settlement Statement

A fully executed Conservation Easement must be on record with Open Space staff (for passive acquisitions)

Copies of all invoices for any additional expenses requested for the acquisition (e.g., survey, Phase I Environmental Report)

Copies of cancelled checks for additional costs indicated on Grant Closeout Worksheet

OR

Signature of authorized Financial Officer on Grant Closeout Worksheet certifying all payments have been made

Copies of all reports or documents (e.g., Baseline, Phase I Environmental) for which additional funds are being requested.

Documentation for all in-kind donations (e.g., letter from donor stating value, invoice from business indicating value)

Adams County Open Space
Project Closeout Worksheet
Revised 12/2011

Applicant:	
Project Name:	
Awarded Amount:	$0.00
Awarded Percentage:	0.00%
Date Awarded:	

I certify the items listed below are expenditures incurred as a result of this project and all listed expenditures have been paid by my organization.

(signature of Controller or authorized financial officer)

Please enter each invoice only once. List all Budget Categories included in that invoice in the appropriate column. Please explain in Comments if the check total does not match the invoice total.

Vendor	Invoice #	Budget Category/Categories	Invoice Total	Check #	Comment
			$ -		
			$ -		
			$ -		
			$ -		
			$ -		
			$ -		
			$ -		
			$ -		
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			$ -		
			$ -		
			$ -		
			$ -		
			$ -		
Total Project Costs			$ -		

Reimbursement Summary	.% of Actual Project Costs	Maximum Award	Actual Award
	$ -	$ -	$ -

ADAMS COUNTY
COLORADO

STUDY SESSION LIGHTNING ROUND REQUEST

TITLE:
Open Space Grant Modification Request
City of Arvada: Tennyson Complete and Connected Corridor

PURPOSE:
The City of Arvada was awarded an open space grant for 66.7% of total project costs not to exceed $1,647,265.00 on May 22, 2018.
The City is requesting approval to modify three of the nine sections included in this project.

ACTION REQUIRED:
If yes, please explain: This request requires the approval of the Board of County Commissioners per the Open Space Grant Policies and Procedures.

approve / deny Heard on Dec. 3, 2020
BOCC approved.

BUDGET IMPACT:
Fund 28, Open Space Sales Tax Fund
Original Grant: 66.7% of the total project costs, not to exceed $1,647,265.00

New Terms if modification is approved:
61% of the total project costs, not to exceed $1,022,993.55
($624,271.45 less than the original grant award)

OPEN SPACE SALES TAX
GRANT MODIFICATION
October 8, 2025

TIMELINE

May 22, 2018 – City of Arvada received Open Space Grant Award

New Deadline: December 3, 2025

The City of Arvada has requested the necessary extensions to remain in compliance with the agreement terms. Multiple factors have contributed to the delay:

- Covid
- Adams County Public Works Collaboration
- City staffing shortages
- Conflicts with City's Utility Projects identified
- Delays with permitting

FUNDING:

On May 22, 2018, the City of Arvada was awarded 66.7% of the total project costs, not to exceed
$1,647,265.00 for this project.

SUPPORTING STAFF

J. Byron Fanning, Director of Parks, Open Space, & Cultural Arts

Rae-Anne Reichow, Open Space Tax Program Supervisor

PUBLIC WORKS:
Rene Valdez, Capital Improvement Manager

Mark McDonald, Structural Engineer

CITY OF ARVADA:
Deirdre Oster, Civil Engineer
R. Britton Thomas, Engineering Manager

PROJECT BACKGROUND

The original grant request described the planned project as such: Arvada will create 1.4 Miles of continuous bike lanes through the Tennyson corridor, while adding sidewalks, trails and pedestrian connections linking numerous recreational amenities, including: Clear Creek Regional Trail, Clear Creek Valley Park, Tennyson Knolls Park, Lowell Ponds State Wildlife Area, the Jim Baker Reservoir, Tennyson Knolls Elementary, Early College of Arvada, and the RTD Gold Strike Station. Enhancements include buffered bike lanes, a pedestrian bridge over Clear Creek, ADA improvements, and marked crosswalks.

The request did not consider a later partnership with Adams County Public Works. This partnership was established in 2022 with the goal of efficiently bringing needed infrastructure improvements to Tennyson Street.

MODIFICATION REQUEST

Arvada is proposing to modify the following sections of the original project, Section A, Section B and Section I to align with the partnership with Adams County Public Works.
I will list a summary of the original language for each of these sections along with what they are proposing to modify:

Section A: The project starts at the Tennyson St. bridge over Clear Creek, north of W. 55th Ave. Shoulders will be removed to create bike lanes on both sides, with traffic lanes narrowed. A new pedestrian bridge will provide safe creek crossings and trail connection. Additional improvements include wayfinding signs and crosswalk striping along the Clear Creek Trail.

Section B:
This section runs from the Clear Creek Bridge to Clear Creek Valley Park at W. 58th Ave. Pavement will be added on the east side for 5' bike lanes and 11' travel lanes. A detached side path for safe pedestrian travel will be built. Additional drainage improvements are proposed to address issues impacting the park and new bike/pedestrian facilities.

Sections A and B **(Modified)**:
In 2022, Adams County Public Works determined the Clear Creek bridge required replacement. The project was divided: Arvada would complete improvements from 58th to 64th Avenues, while Adams County would administer Tennyson Street sidewalk and bike lane upgrades from 58th Avenue to the Clear Creek Trail, to be built with the bridge replacement. As a result, Arvada is requesting to remove these sections from the grant request.

Section I: This section covers W. 60th Ave. from Tennyson St. to Wolff St. The street currently has wide lanes, with unsigned parking, a 4' detached sidewalk on the south side, and a narrow 3' sidewalk on the north side. Removing parking on the north side will create space for 6' bike lanes and wider 5' sidewalks. This connection will provide RTD riders with direct access to Jim Baker Reservoir and destinations along the Tennyson corridor.

Section I **(Modified)**:
Current Arvada staff were unaware that this area was included in the original grant funded project. The city has planned and/or completed several projects in this area during the years that this grant has been active.

Recent work included sidewalk repairs, ADA curb ramp upgrades, an asphalt overlay and new bike lanes. An additional City project will widen sidewalks between Sheridan Blvd. and Wolff St., completing multimodal connections along 60th Avenue. As a result, Arvada is requesting to remove this section from the grant request.

STAFF RECOMMENDATION

Staff recommend approving this request. The proposed modifications include splitting the project with Arvada, completing improvements from 58th to 64th Avenues, while Adams County administers the bridge replacement and Tennyson Street upgrades from 58th Avenue to the Clear Creek Trail, should the BOCC elect to do so. Additionally, the city has taken over 60th Avenue improvements outside the grant project.

STAFF RECOMMENDATION - CONTINUED -

ACTION REQUIRED:
Per Policies and Procedures: This modification requires the approval of the BOCC. Significant changes that impact the intent of the project and/or the project budget require BoCC approval.

If this modification is approved, a new two-year agreement will be issued from the date of BOCC approval.

BUDGET IMPACT

Fund 28, Open Space Sales Tax Fund
Original Grant: 66.7% of the total project costs, not to exceed $1,647,265.00

New Terms if modification is approved:
61% of the total project costs, not to exceed $1,022,993.55
($624,271.45 less than the original grant award)

Adams County Open Space Modification Request

Date of Request:	
Grantee Name:	City of Arvada
Project Name:	Tennyson Complete & Connected Corridor
Contact Person:	Deirdre Oster
Phone Number:	720-390-0717
Email:	doster@arvada.org
Project Due Date:	10/16/2025

Previously Submitted Leverage Summary:	Proposed Revision to Leverage Summary:
Grant Total: 1,647,265.00	Grant Total: 1,022,993.55
Total Project Costs: 2,470,420.00	Total Project Costs: 1,677,038.61
% of Funding Requested: 66.7	% of Funding Requested: 61

Please provide a description of the changes to the project as well as an explanation for the changes. Please provide specific details.

Please see below for proposed changes to the scope, the original grant cost estimate, current construction cost estimate, and an email exchange with Adams County staff confirming the change of scope in November 2022. Tennyson Corridor plans will be submitted separately. There are no proposed changes to the approved 2024 project schedule

Attach the following:

- [x] Copy of original budget submitted with grant application
- [x] Revised budget
- [ ] Copy of original timeline submitted with grant application
- [ ] Revised timeline
- [x] Evidence of progress (Photos of project or in narrative above)

Prepared by: _____ Date: _____

Print name: Deirdre Oster Title: Project Manager

Original grant scope is in italics and responses with proposed changes are in blue below.

Tennyson Grant Agreement
Project Description

The corridor has been broken into these 9 segments based on the varying streetscape throughout the project. The proposal will create 1.4 miles of continuous bike lanes through the corridor, while adding sidewalks, trail and pedestrian connections wherever possible.

Section A: The corridor project begins at the Tennyson St. bridge crossing over Clear Creek, just north of W. 55th Ave. The current bridge has a limited shoulder on each side (5' on the west and 3' on the east) that will be eliminated to provide room for a 5' bike lane on each side, with a reduction of traffic lanes from 11' to 10'. A pedestrian bridge is proposed to allow safe pedestrian crossing of the creek and connection to the rest of the corridor. Additional improvements would include wayfinding signage and crosswalk striping along the Clear Creek Trail.

- In 2022, Adams County Public Works determined the existing bridge of Clear Creek required replacement. Also, Adams County Open Space determined the proposed pedestrian bridge over Clear Creek would be difficult to maintain. The County determined the best path forward would be to split the project in two. The City of Arvada would continue the project from 58th to 64th Avenues as planned. Adam's County would be responsible for completing the Tennyson Street sidewalk and bike lane improvements from 58th Avenue to the Clear Creek trail along with the bridge replacement. This change included removing Section A from the grant scope.

Section B: This section extends from the Clear Creek Bridge to the entrance of Clear Creek Valley Park, at W. 58th Ave. The existing roadway consists of two 11' lanes with narrow shoulders. We will add pavement on the east side to allow for 5' bike lanes and 11' travel lanes. Currently, no sidewalk exists on this segment. Acquisition of easements or ROW will be necessary to construct a detached, paved sidepath to allow safe pedestrian travel without negatively impacting drainage in this floodplain area. Other drainage improvements are also proposed to mitigate some of the drainage issues in this area negatively affecting Clear Creek Valley Park and any proposed bicycle and pedestrian facilities.

- Section B was removed from the grant scope by Adam's County in 2022.

Section C: The following segment extends from roughly W 58th Ave to W 60th Ave, and crosses over the railroad tracks. This broad section of the street contains 5' detached sidewalks on both sides, wide traffic lanes with ample room for undesignated parking. Given the industrial nature of this area, on street parking is unnecessary, and will be removed to create buffer bike lanes.

- Section C is addressed in the current Tennyson Corridor Improvements plans.

Section D: Section D encompasses the roadway directly in front of Jim Baker Reservoir. The sidewalk on the west side is narrow and needs replacing north of 60th Ave, while the east side has no sidewalks and mostly dirt in front of the reservoir entrance. We propose widening the sidewalks on the west side, and extending the east sidewalk until the entrance of Jim Baker. A marked crosswalk will connect the reservoir to the transit station on 60th Ave while providing a designated place for pedestrians continuing northbound along Tennyson Street to cross. The width of the vehicular travel lanes will be modified to allow for bicycle lanes while maintaining on street parking for residents. Wayfinding signage would also be constructed to guide pedestrians and bicyclists along the appropriate route.

- Section D is addressed in the current Tennyson Corridor Improvements plans.

Section E: This section extends from just north of Jim Baker reservoir to W 62nd Ave. The section extends in front of Tennyson Knolls Park, providing direct bicycle and pedestrian access. The existing sections of street includes a narrow sidewalk only on the west side of the street and vehicular lanes that are not quite wide enough for on street parking. We propose to reduce the existing thru lanes to 10' each and add bike lanes on each side, removing the possibility of parking in an area where the narrow street width can cause safety issues. Additionally, the sidewalk on the west side would be expanded to 5' and receive ADA related improvements.

- Section E is addressed in the current Tennyson Corridor Improvements plans.

Section F: This section extends from W 62nd Ave to the entrance of Tennyson Knolls Elementary School. The existing street section includes sidewalks that are wide enough but substandard on the eastern side of the street. We propose reducing the thru lanes in both directions to 10' to add buffered bike lanes on each side. Additional improvements to this section would include raising the eastern sidewalk to add physical separation from the street, installing curb and gutter, and properly locating utility poles outside of the travel way.

- Section F is addressed in the current Tennyson Corridor Improvements plans.

Adams County Open Space
Project Budget

Date: 12/9/2025

Project Name: Tennyson Complete & Connected Corridor

Amount Requested: ~~$1,029,475.95~~ 1,022,993.55

% Total Project Costs: 61%

Description of Item/Expense	Grant Request	Previous ADCO Award	Applicant Match	Partner Match	In-Kind (funds/services to be provided by applicant or partner)	Total Project Costs
Pavement (Full 9" Depth)	168,614.27	166,320.00	84,180.74			252,795.00
Sidewalk	83,125.00	83,125.00	108,055.00			191,180.00
Curb	38,532.59	65,700.00	19,237.41			57,770.00
Driveway Curb Cut (ST-27)	66,546.59	68,800.00	33,223.41			99,770.00
ADA Ramps	28,597.63	21,450.00	14,277.38			42,875.00
Cross Pan	2,567.95	3,900.00	1,282.05			3,850.00
Storm Inlets 5' Type R	34,183.75	0	17,066.25			46,000.00
Storm Inlets 15- Type R	13,006.50	12,500.00	6,493.50			19,500.00
Storm Sewer 18"	14,273.80	0	7,126.20			21,400.00
Storm Sewer 24"	0	0	0			0
24" RCP Culvert w/ Headwalls	0	50,000.00	0			0
Floodway/ Floodplain Analysis*	10,812.07	15,000.00	5,397.93			16,210.00
Striping	22,824.74	87,863.00	11,395.26			34,220.00
Buffer striping	3,868.60	10,312.00	1,931.40			5,800.00
Budget Total	See next page					

Adams County Open Space
Project Budget

Date: 12/9/2025

Project Name: Tennyson Complete & Connected Corridor

Amount Requested: $1,029,475.95

% Total Project Costs: 61%

Description of Item/Expense	Grant Request	Previous ADCO Award	Applicant Match	Partner Match	In-Kind (funds/services to be provided by applicant or partner)	Total Project Costs
Easement Acquisition	0	52,500.00	0			0
6" Concrete Trail	0	81,667.00	0			0
Pedestrian Bridge	0	500,000.00	0			0
Crosswalk Striping	10,638.65	960.00	5,311.35			15,950.00
Wayfind signage/ RRFB	1,528.27	100.00	6,631.73			8,160.00
Dry Utility Coordination*	12,632.98	24,404.00	6,307.02			18,940.00
Engineering*	157,229.51	97,616.00	145,538.49			302,768.00
Mobilization	49,245.54	61,010.00	24,585.86			73,831.40
Erosion Control	37,050.02	0	18,497.23			55,547.25
Temporary Traffic Control	142,554.58	0	71,170.43			213,725.00
Contigency	131,230.22	244,038.00	65,516.74			196,746.96
Budget Total	1,022,993.55	1,647,265.00	650,195.06			1,677,038.61

*Floodway/ Floodplain Analysis, Dry Utility Coordination and Engineering costs have already been spent and reimbursed.

CITY OF ARVADA

REPORT TO CITY COUNCIL ORDINANCE FIRST READING	AGENDA ITEM 8.C.1.

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: CB26-005, An Ordinance Repealing and Reenacting Chapter 18, Buildings and Building Regulations, of the Arvada City Code through the Adoption of General and Administrative Provisions and the Adoption, by Reference, of the 2024 International Building Code, the 2024 International Residential Code, the Colorado Low Energy and Carbon Code based on the 2024 International Energy Conservation Code, the 2024 International Existing Building Code, the 2024 International Fuel Gas Code, the 2024 International Mechanical Code, the 2024 International Plumbing Code, the 2024 International Property Maintenance Code, the 2024 International Swimming Pool and Spa Code, the most current National Electrical Code from the National Fire Protection Association, and the Adoption of Penalties for Violations thereof (Public Hearing to be set for March 24, 2026 at 6:15 p.m.)

Report in Brief

PRESENTER: Kyley Flynn, CBO

City Council will consider the adoption of the 2024 the International Code Council suite of building codes (ICC).

The Arvada team recommends that the City Council approve CB26-005, An Ordinance Repealing and Reenacting Chapter 18, Buildings and Building Regulations, of the Arvada City Code through the Adoption of General and Administrative Provisions and the Adoption, by Reference, of the 2024 International Building Code, the 2024 International Residential Code, the Colorado Low Energy and Carbon Code based on the 2024 International Energy Conservation Code, the 2024 International Existing Building Code, the 2024 International Fuel Gas Code, the 2024 International Mechanical Code, the 2024 International Plumbing Code, the 2024 International Property Maintenance Code, the 2024 International Swimming Pool and Spa Code, the most current National Electrical Code from the National Fire Protection Association, and the Adoption of Penalties for Violations thereof (Public Hearing to be set for March 24, 2026 at 6:15 p.m.)

Financial Impact

There is no financial impact to the City as it relates to the adoption of building code.

Background

The best practice for updates to Building Codes is every three years. This is a process that occurs all over the state, nation and internationally as well. The last update to the codes happened in September 2020 for Arvada, and the 2018 suite of International Codes was adopted. When the 2021 I-codes and energy code updates were created, there were delays at the federal and national level with updates. Additionally, because the changes to other codes were minimal, the Building Official at the time elected to skip the 2021 code cycle and to wait for some of these delays and conflicts to be resolved in the following cycle. The 2024 codes represent the most current nationally recognized standards, newest innovations in building technology and are intended to enhance life safety, structural integrity, sustainability and fire protection which provide resiliency, among other benefits, for our community. Adoption of the updated codes ensures consistency with best practices, aligns the city with regional jurisdictions and supports safe, sustainable development.

Discussion

- The proposed Ordinance repeals and reenacts Chapter 18- Buildings and Building Regulations. These revisions modernize technical standards, incorporate current best practices and includes locally adopted amendments tailored to the City of Arvada's needs. Compared to the existing codes, the updated codes provided clearer requirements, improved safety provisions and increased consistency with regional jurisdictions.
- Approval of the proposed ordinance will enhance life safety, structural integrity, fire protection and overall building resiliency within the City of Arvada. Adoption ensures the City remains aligned with nationally recognized standards and supports clear and reasonable minimum requirements for construction and operations within the city of Arvada. Additionally, per state of Colorado law we have to adopt specific energy codes and a wildfire code and these proposals ensure we are in compliance with the State of Colorado.
- We are limited in what we can and cannot modify for this code adoption due to state of Colorado Law and specific house and senate bills. If we choose not to adopt the minimum required energy codes and wildfire code then we will be in violation of these state laws per HB22-1362 and SB23-166.. Additionally, not adopting updated modern building codes would result in the city relying on outdated standards that do not reflect current construction methods, materials or safety advancements and may create inconsistencies with neighboring jurisdictions.
- There is no direct fiscal impact associated with adoption of the proposed ordinance. The recommended action and alternatives are cost and revenue neutral to the City's budget.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

At the time of this adoption, no quorum for the Building Code Advisory Board could be established due to vacancies and no response from a member. The Building Official and Fire Marshal met directly with the three remaining members and discussed the changes and recommendations from each member. Overall, staff received recommendations for a few changes which we have addressed and recommendations to move forward with adoption.

Strategic Alignment

Building Code adoption is in alignment with Strategic Result, Quality of Life: Foster an accessible and inclusive community that preserves and improves quality of life and ensures a safe and thriving place for all community members.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada Team recommend the City Council approve the first reading of CB26-005, An Ordinance Repealing and Reenacting Chapter 18, Buildings and Building Regulations, of the Arvada City Code through the Adoption of General and Administrative Provisions and the Adoption, by Reference, of the 2024 International Building Code, the 2024 International

Residential Code, the Colorado Low Energy and Carbon Code based on the 2024 International Energy Conservation Code, the 2024 International Existing Building Code, the 2024 International Fuel Gas Code, the 2024 International Mechanical Code, the 2024 International Plumbing Code, the 2024 International Property Maintenance Code, the 2024 International Swimming Pool and Spa Code, the most current National Electrical Code from the National Fire Protection Association, and the Adoption of Penalties for Violations thereof (Public Hearing to be set for March 24, 2026 at 6:15 p.m.)

Suggested Motion:

I move that CB26-005, An Ordinance Repealing and Reenacting Chapter 18, Buildings and Building Regulations, of the Arvada City Code through the Adoption of General and Administrative Provisions and the Adoption, by Reference, of the 2024 International Building Code, the 2024 International Residential Code, the Colorado Low Energy and Carbon Code based on the 2024 International Energy Conservation Code, the 2024 International Existing Building Code, the 2024 International Fuel Gas Code, the 2024 International Mechanical Code, the 2024 International Plumbing Code, the 2024 International Property Maintenance Code, the 2024 International Swimming Pool and Spa Code, the most current National Electrical Code from the National Fire Protection Association, and the Adoption of Penalties for Violations thereof, be (approved on first reading, ordered published in full, and a public hearing set for March 24, 2026, at 6:15 p.m.) (rejected).

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Kyley Flynn, Chief Building Official	02/06/2026
Jessica Garner, Director of Community and Economic Development	02/06/2026
Gail Walker, Legal Specialist-Contracts	02/13/2026
Kelsy Sargent, Assistant City Attorney	02/13/2026
Rachel Morris, City Attorney	02/17/2026
Allison Scheck, Deputy City Manager	02/17/2026
Don Wick, City Manager	02/17/2026

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 26-005
ORDINANCE NO.

AN ORDINANCE REPEALING AND REENACTING CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS, OF THE ARVADA CITY CODE THROUGH THE ADOPTION OF GENERAL AND ADMINISTRATIVE PROVISIONS AND THE ADOPTION, BY REFERENCE, OF THE 2024 INTERNATIONAL BUILDING CODE, THE 2024 INTERNATIONAL RESIDENTIAL CODE, THE COLORADO LOW ENERGY AND CARBON CODE, BASED ON THE 2024 INTERNATIONAL ENERGY CONSERVATION CODE, THE 2024 INTERNATIONAL EXISTING BUILDING CODE, THE 2024 INTERNATIONAL FUEL GAS CODE, THE 2024 INTERNATIONAL MECHANICAL CODE, THE 2024 INTERNATIONAL PLUMBING CODE, THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, THE 2024 INTERNATIONAL SWIMMING POOL AND SPA CODE, THE MOST CURRENT NATIONAL ELECTRICAL CODE FROM THE NATIONAL FIRE PROTECTION ASSOCIATION, AND THE ADOPTION OF PENALTIES FOR VIOLATIONS THEREOF

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

Section 1. Chapter 18 of the Arvada City Code is hereby repealed as set forth above.

Section 2. Article I, In General, of Chapter 18, Buildings and Building Regulations, of the Arvada City Code is hereby enacted to read as follows:

"ARTICLE I. IN GENERAL

Sec. 18-1. Rules of construction.

(a) *Scope.* Unless otherwise expressly stated, the following words and terms shall, for the purposes of this Code, have the meanings indicated in this chapter.

(b) *Interchangeability.* Words used in the present tense include the future; words in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

(c) *Terms defined in other codes.* Where terms are not defined in this Code such terms shall have meanings ascribed to them as in other code publications of the International Code Council (I.C.C.).

(d) *Terms not defined.* Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

Sec. 18-2. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building service equipment means any plumbing, mechanical, electrical, and elevator equipment including piping, wiring, fixtures, and other accessories which provide sanitation, lighting, heating, ventilation, cooling, refrigeration, firefighting, and transportation facilities essential to the occupancy of the building or structure for its designated use, or any swimming pool, spa, or hot tub equipment, or any elevator, escalator, or moving walk.

Chief building official or *building official* or *code official* means the city employee charged with the administration and enforcement of this Code and the technical codes, or his/her designees. For the purposes of enforcing the *International Property Maintenance Code* (IPMC), chief building official includes the Chief of the Arvada Police Department and the Arvada Police Neighborhood Services Supervisor and their designees.

Contractor means any person, firm, partnership, corporation, or organization that, for a fee or value received, undertakes to perform any of the operations governed by the technical codes.

> Exception: If a public utility company or a water and sanitation or other similar district is engaged in the installation, operation, or maintenance of equipment that will be used for the production, generation, or distribution of the utility, product, or service from their source through the facilities owned or operated by such company or district to the point of customer service, neither such company or districts, nor employees thereof, shall be considered contractors.

Contractor also means a person performing work governed by this chapter for a fee or value received and for a person or entity that is appropriately licensed or registered.

Combination permit means a type of building permit that is issued to a general contractor and includes the subcontractor's valuation and fees as a part of the permit. Only a combination permit shall be issued where more than one (1) category of work is involved.

> Exception: The building official may issue separate permits when a general contractor is not required for the scope of work involved, or when the building official finds good cause.

Electrical contractor means a person, firm, corporation, partnership, association, joint venture, or other entity that, for a fee, undertakes or offers to undertake for another the planning, laying out, supervising and installing or the making of additions, alterations, or repairs in the installation of wiring apparatus and equipment for electrical light, heat, or power. A registered professional engineer who plans or designs electrical installation shall not be classified as an electrical contractor.

General contractor means a person, firm, corporation, partnership, association, joint venture, or other entity that, for a fee, undertakes or offers to undertake for another the planning, supervising and installing or the making of additions, alterations, repairs to or constructs new structures, utilities, or rights of way and who first obtains a permit for a construction project that requires more than one (1) type of permit (i.e., a combination permit).

Radon mitigation contractor means a person, firm, corporation, partnership, association, joint venture, or other entity that, for a fee, undertakes or offers to undertake for another the planning, layout, supervising and installing or the making of additions, alterations, or repairs of a

radon mitigation system to reduce the concentration of radon or radon progeny in the indoor environment of a building.

Special Inspector means a qualified person, firm, corporation, partnership, association, joint, venture, or other entity that is approved by the Chief Building Official as having the competence necessary to inspect a particular type of construction requiring special inspection. Special Inspectors are responsible for performing periodic or continuous inspections of materials, installation, fabrication, erection, or placement of components requiring special expertise to ensure compliance with the approved construction documents and applicable codes. Special Inspector's roles are independent of the contractor to ensure impartial verification of code compliance. Special Inspections may be required for but are not limited to areas identified in the technical codes including structural steel, welding, bolting, concrete, masonry, soils, wood construction, sprayed fire-resistant materials, mastic/intumescent fire-resistant coatings and other specialty type inspections as designated by the Building Official.

Technical codes means those codes adopted by this jurisdiction containing the provisions for design, construction, alteration, addition, repair, removal, demolition, use, location, or occupancy, and maintenance of buildings, structures, building service equipment, utilities, and rights-of-way. It also includes the *International Fire Code* (I.F.C.).

Secs. 18-3 – 18-30. Reserved."

Section 3. Article II, Administration, of Chapter 18, Buildings and Building Regulations, of the Arvada City Code is hereby enacted to read as follows:

"ARTICLE II. ADMINISTRATION

Sec. 18-31. General.

(a) *Title.* These regulations shall be known as the "administrative code," may be cited as such, and will be referred to herein as "this Code," either separately or in conjunction with the technical codes.

(b) *Purpose.* The purpose of this Code is to provide for the administration and enforcement of the technical codes adopted by this jurisdiction.

(c) *Copy on file.* At least one (1) copy of each technical code adopted by reference is on file in the office of the city clerk and may be inspected during regular business hours.

Sec. 18-32. Applicability.

(a) *General.* The provisions of this Code shall serve as the administrative, organizational, and enforcement rules and regulations for all technical codes within this chapter. These provisions shall apply to the site preparation, construction, installation, alteration, moving, demolition, enlargement, replacement, abatement, repair, use, occupancy, location, or maintenance of any building or structure, or part thereof, and building service equipment within this jurisdiction.

(b) *Conflicts.* In the event of a conflict between any provision of this administrative code and a provision contained in any of the technical codes, this Code shall prevail. In the event of a conflict between a technical code and an amendment to a technical code, the amendment shall prevail.

(c) *Conflicts between technical codes.* In the event of a conflict between any of the provisions of the technical codes, those provisions providing the greater safety to life shall prevail. In conflicts where sanitation, life safety, or fire safety are not involved, the most restrictive provision shall prevail.

(d) *Different materials.* Where, in a specific case, different sections of the technical codes specify different materials, methods of construction, or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall prevail.

(e) *Other codes and standards.* Any code or standard referenced in the technical codes shall be considered part of the requirements of this ordinance to the prescribed extent of each such reference. Where differences occur between provisions of the technical codes and provisions of the referenced code or standard, the provision of the technical code shall prevail.

Exceptions:

1. Whenever a technical code references the ICC Electrical Code, that reference shall be to the *National Electrical C*ode most recently adopted by Arvada.

2. Whenever a technical code references the ICC Zoning Code, that reference shall be to the Arvada Land Development Code most recently adopted by Arvada.

(f) *Compatibility of ICC Codes.* ICC codes are drafted and intended to be used in coordination with each other. Arvada recognizes the compatibility of ICC codes. Arvada also recognizes that in many cases, portions of one ICC technical code are excerpted in another technical code for ease of understanding and use. Excerpts from one technical code that appear in another technical code are designated by section numbers appearing in parentheses after each section number of the code in which the excerpts appear
In cases where a provision from one technical code has been excerpted from another technical code, and where this code contains an amendment to, deletion of, or addition to such text, Arvada has endeavored to make the change to both the technical code from which the text was excerpted and the technical code in which the excerpted text appears. To the extent that this code contains an amendment to, deletion of, or addition to a section of a technical code which is either excerpted from or into another technical code, such amendment, deletion or addition shall be construed to apply to the corresponding technical code.

(g) *Appendices*. Any appendix of any technical code that is not specifically adopted by reference shall have no force or effect.

(h) *Department created.* Whenever any technical code refers to the creation of a department charged with or authorized to enforce this Code or any technical code, that reference shall be to the Arvada Building Safety Division. The Arvada police department is authorized to enforce any provision of chapter 18 of the City Code.

Sec. 18-33. - Duties and powers of building official.

(a) *General.* The building official is hereby authorized and directed to enforce all the provisions of this Code and the technical codes. For such purposes, the building official shall have the powers of a law enforcement officer.

(b) *Notices and orders.* The building official may issue a notice or order to a permit holder or contractor whose work does not comply with this Code or the technical codes. The permit holder or contractor shall, within 30 calendar days of the date of the notice, complete all necessary work or repairs.

> Exception: Should a property owner prevent a contractor from obtaining inspections or completing corrective work by refusal to allow the contractor entry to the property or other reason, the contractor shall, within 30 calendar days of the date of the notice, file with the building official on company letterhead or on a form provided by the building official, notice of refusal to allow entry. The letter or form must be accompanied by copies of no fewer than two written notices from the contractor to the property owner seeking permission to allow entry for purposes of making corrections. The filing of such letter or form and accompanying documentation shall create a presumption that the contractor has complied with the contractor's responsibility under section 18-72(i) to complete all work authorized by the permit. Although the building permit in such a case shall remain open until the work is completed and approved by the division, said open permit shall not provide the basis for denial of a contractor's license pursuant to section 18-71(c)(2).

(c) *Record of action.* Documentation concerning the application of this Code and decisions or actions of the building official shall be kept in accordance with Arvada's adopted records retention schedule.

Secs. 18-34 – 18-35. Reserved.

Sec. 18-36. Board of appeals.

(a) *General.* There is hereby created a board of appeals, also known as the "Building Code Advisory Board." Whenever in this Code or in a technical code reference is made to an appeal from any written interpretation, decision, notice, or order, the Building Code Advisory Board shall be the appellate body so designated. In this article, the Building Code Advisory Board shall be referred to as the "Board of Appeals," or "Board."

(b) *Organization.* The Board shall consist of five (5) members who are appointed by City Council and hold office at its pleasure. The building official and a fire code official designated by each fire protection district having jurisdiction within the territorial limits of

Arvada shall be ex officio non-voting members of the Board. When meeting to hear and decide an appeal, or a case brought under section 18-37, the building official and a fire code official from the fire district having jurisdiction over the affected property shall be an ex officio non-voting member of the Board. The building official may serve as recording secretary to the Board, or designate another employee to serve as recording secretary. The Board shall adopt reasonable rules of procedure for conducting meetings and hearings.

(c) *Qualifications.* The Board shall consist of members who are qualified by experience and training to pass upon matters pertaining to building construction and are not employees of the jurisdiction. When possible, the Board shall consist of representatives from the following fields: engineering, architecture, building construction, and building design.

(d) *Duties.* The Board shall:

(1) Advise the building official on the adoption of ordinances affecting buildings and building regulations and other related matters;

(2) Hear and decide appeals of:

i. A written interpretation, decision, notice, or order issued by the building official or designee;

ii. A written disapproval of a request for alternate material, design, or method of construction;

iii. An emergency suspension of a contractor's license imposed pursuant to section 18-38(c);

iv. A decision to deny an applicant a contractor's license or not renew a license made pursuant to section 18-71 except when such decision is based on an illegible or incomplete application;

(3) For a case brought under section 18-37, hear the case and decide whether there has been a violation of this code or the technical codes, and should a violation or violations be found, determine the most appropriate penalty in the case; and

(4) Hold hearings or other proceedings as set forth in this chapter.

(e) *Application.* Application for a Board hearing shall be made on forms furnished by the building official. Completed applications shall be submitted to the building official. In the case of an appeal, the application shall list all grounds of appeal and shall be accompanied by all documentation supporting the applicant's position with regard to every ground of appeal; those grounds of appeal not listed shall be deemed to be waived by the applicant.

(f) *Fee.* Except as otherwise set forth herein, each application for hearing before the Board shall be accompanied by a fee of one hundred dollars ($100.00) or as set forth in the administrative fee schedule, whichever is higher.

(1) The Board shall, upon a finding that an appeal is frivolous, assess a five hundred dollars ($500.00) surcharge against the appellant.

(2) Should an appellant successfully appeal a decision, the application fee shall be refunded to the appellant.

(g) *Time limit.* A written interpretation, decision, notice, or order issued by the building official shall be subject to appeal by the aggrieved person for up to thirty (30) calendar days following the date of the interpretation, decision, notice, or order. No appeal shall be accepted or heard if filed after this time limit.

(h) *Hearing.* All administrative show cause hearings, and all hearings held to appeal the denial of the issuance of a contractor's license or renewal thereof of the Board shall be conducted in accordance with division 3 of article V of chapter 2 of the Arvada City Code, except as otherwise provided in this chapter. Other hearings of the Board shall be conducted in accordance with rules of procedure promulgated by the Board.

(i) *Limitations on authority.* The Board shall not have the authority to grant variances from specific provisions of this code or any of the technical codes or recommend decreasing public safety or fire-resistive standards set forth in this Code or any of the technical codes.

(j) *Standard and burden of proof on appeal.*

(1) Where the Board meets to hear and decide an appeal, the standard of proof shall be whether the interpretation, decision, order, or notice of the building official is supported by a preponderance of the evidence.

(2) Where the Board meets to hear and decide whether there has been a violation of this code or the technical codes, the standard of proof shall be whether the violation has been proven by a preponderance of the evidence.

(k) *Legal defense.* Any suit instituted against any officer, employee, or Board member of the City of Arvada because of an act performed by that officer, employee, or Board member in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the City until the final termination of the proceedings. The officer, employee, or Board member shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer, employee or Board member, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith."

(l) *Frivolous Appeal.* For the purposes of this section a frivolous appeal shall be one where the Board finds that there is no rational argument based on evidence or law in support of proponent's claim or defense, or that the appeal is undertaken for the sole purpose of harassment or delay.

Sec. 18-37. Authority to deny, restrict, suspend, or revoke a license.

(a) *Authority.* The building official or Building Code Advisory Board shall have the authority to deny, place restrictions on, suspend, suspend and reinstate a license with restrictions, not renew a license, or revoke a license following the procedures set forth in this chapter when the applicant or licensee commits one or more of the following acts or omissions:

(1) Provides false or misleading information on the license application;

(2) Fails to provide reasonable information or documentation of knowledge and experience required by the license classification applied for;

(3) Provides false or misleading information on a permit application;

(4) Fails to comply with any of the licensee's responsibilities as outlined in this chapter, Chapter 42, or Chapter 78 of the Arvada City Code;

(5) Knowingly combines or conspires with any other person, firm or corporation to permit or allow the licensee's license to be used by such person, firm or corporation;

(6) By acting as agent, partner, associate or in any other capacity with persons, firms or corporations to evade any provisions of this chapter, Chapter 42, or Chapter 78 of the Arvada City Code;

(7) Violates any of the provisions of this chapter, Chapter 42, or Chapter 78 of the Arvada City Code. Issuance of a correction shall not constitute a violation of this chapter except as set forth in section 18-33;

(8) After having been notified of a policy or procedure promulgated by the building official pursuant to section 18-33, violates that policy. A contractor who violates such a policy or procedure may be sanctioned as set forth in this section, but the contractor shall not be criminally liable solely for a violation of a policy or procedure promulgated by the building official;

(9) Any conduct constituting fraud in or connected with any activity relating to construction which is governed by this chapter, Chapter 42, or Chapter 78 of the Arvada City Code;

(10) Fails or refuses to correct or remove work, material, equipment or an appliance that is in violation of this chapter, Chapter 42, or Chapter 78 of the Arvada City Code;

(11) Provides to a customer or client, or a prospective customer or client, false or misleading permit fee charges assessed by the city; or

(12) Fails to take all reasonable actions to assist the building safety division and other city departments in ensuring that all inspections, including a final inspection, are completed before the expiration of the permit.

Exceptions:

i. A contractor who complies with the exception to section 18-33(b) in a particular case shall be presumed to have complied with their obligation to take all reasonable actions to ensure that a required inspection or inspections are completed.

ii. Should the expiration date of a permit be held in abeyance pursuant to section 18-39(f), the contractor's obligations to assist the division shall be held in abeyance from the day on which an inspection is postponed, until such day that the postponed inspection is completed, at which time the contractor's obligations to assist in the inspection process as set forth herein shall again be applicable.

Sec. 18-38. Procedure relating to the restriction, non-renewal, suspension, or revocation of a contractor license.

(a) *Informal meeting*.

(1) *Purpose*. To allow for continuing open communications between the building official and the licensee pertaining to a suspected violation of this Code or any of the technical codes.

(2) *Notice of informal meeting.* The licensee shall be notified of the informal meeting by certified mail addressed to the licensee's address of record with the building safety division.

(3) *Contents of notice.* The informal meeting notice shall contain:

i. The time and place of the informal meeting. The informal meeting shall be held during regular business hours within fourteen (14) calendar days of the date of the notice at City Hall or at another location designated in the notice.

ii. A brief narrative outlining the nature of the building official's concerns and list of code provisions that the building official has reason to believe may have been violated.

iii. An explanation that the meeting is an opportunity for the licensee to respond to the building official's concerns, and that the licensee will be encouraged to explain their position and to submit all documentation that supports their position.

iv. A copy of this section 18-38.

(4) *Format of the informal meeting.* The meeting shall be conducted informally by the building official. A licensee may be accompanied by counsel at the informal meeting, and shall give the building official prior notice of such.

(5) *Subsequent investigation*. Based on the information provided by licensee, the building official may conduct an additional investigation, or consult with others,

including the licensee, as necessary to clarify the issues and better understand the licensee's actions.

(6) *Order.* Within twenty-one (21) calendar days of the informal meeting, the building official shall notify the licensee of the outcome of the informal meeting through issuing a no cause found notice or requesting that the Board issue a show cause notice, or by issuing such other notice or agreement as may be appropriate.

(7) *Costs*. No costs shall be assessed against a licensee for the cost of holding the informal meeting. Costs for records requests by any licensee shall be in accordance with the fee schedule set by the City.

(b) *Administrative show cause hearing before the Board.* Upon request by the building official and review by the Board, and upon a finding by the Board that there is probable cause to believe that a violation or violations of this Code or the technical codes has occurred, the Board may issue a show cause notice to the licensee.

(1) *Purpose.* To allow the licensee an opportunity to respond to formal specifications, or allegations against him. This hearing shall be held following the issuance of a show cause notice commanding the licensee to appear before the Board to show cause why the licensee's license should not be restricted, suspended, or revoked for an alleged violation or violations of this Code or any technical code.

(2) *Notice of the administrative show cause hearing.* The licensee shall be notified of the administrative show cause hearing by means of a show cause notice sent by certified mail addressed to the licensee's address of record with the building safety division.

(3) *Contents of notice*. The administrative show cause hearing notice shall contain:

i. The time and place of the show cause hearing. The show cause hearing shall be held not less than fourteen (14) calendar days of the date of the notice at City Hall or at another location designated in the notice;

ii. A list of each and every specification, or allegation, against the licensee for which action against their license may be taken;

iii. A notice that the hearing provides an opportunity for the licensee to respond to the building official's concerns;

iv. A brief outline of the hearing procedure; and

v. A copy of section 18-36, section 18-37, and this section 18-38.

(4) *Format*. Except where this Code provides otherwise, the provisions of division 3 of article V of chapter 2 of the Arvada City Code shall govern the conduct of any administrative show cause hearing conducted in accordance with this article.

The Board, or the Chair of the Board acting on behalf of the Board, may at any time at or following the issuance of a show cause notice issue such orders or make such rulings are as necessary to ensure that both the licensee and the city's positions are presented in an efficient manner at the show cause hearing, and in such a way as to avoid undue surprise or burden to the other party. Such orders may include, but are not limited to, ordering each party to submit documentary evidence, and a list of witness names, addresses, and telephone numbers to the other no later than fourteen (14) calendar days before the appeal hearing.

At the hearing, the Board shall hear such testimony and consider such evidence as is relevant to the issue of whether the licensee violated any provision of this code and if so, what penalty is appropriate for such violation or violations.

The Board shall take notice of the Arvada City Code, including all technical codes adopted by reference and as may be amended. The Board may require that any relevant allegation or factual assertion that is capable of being proven by the submission of a certified copy of the pertinent public record shall be proven by the submission of such a record, if such submission will expedite the hearing.
Following presentation of such evidence as the Board deems relevant to the issues before the Board, the Board shall deliberate on the record, make a determination about the issues, and shall issue an order as set forth below.

(5) *Burden of proof*. The burden of going forward shall rest with the City. The burden of proof is to show, by a preponderance of the evidence, that a provision or provisions of this Code or any of the technical codes was violated. The burden of proof is on the City.

(6) *Order*. At the conclusion of the hearing, the Board may make findings of fact from the statements and evidence offered as to whether a violation or violations of this Code or the technical codes occurred and issue a verbal order and penalty determination as necessary, or may take the matter under advisement and issue findings in the form of a written order.

Should the Board take the matter under advisement, it shall within twenty-one (21) calendar days of the date of the hearing issue a written order containing its findings of fact. Should a violation or violations be substantiated through a written order, the Board shall also issue a determination about the penalty that should be imposed on the licensee pursuant to section 18-37. The written order shall be sent to the licensee by first class mail.

Any suspension will be stated in terms of days, months, or a year, and the suspension will be for the period stated in the order. Any order restricting, suspending, or revoking a license may include reasonable orders or conditions with which the licensee must comply to protect the work in progress as well as the public health, safety and welfare. Any penalty imposed by the Board will be imposed beginning on the day after the appeal period set forth below has run.

(7) *Costs*. No costs shall be assessed against the licensee for the cost of holding the administrative show cause hearing. Costs for records requests by any licensee shall be in accordance with the fee schedule set by the City.

(8) *Reconsideration*. Either party may move that the Board reconsider any or all of its order. Said motion shall be filed within seven (7) calendar days of the date of the Board's order. The motion must state each and every ground upon which the motion is based, and if the Board does not grant the motion in writing within fourteen (14) calendar days after the date it is filed, it shall be deemed denied.

(9) *Appeal*. An appeal may be filed pursuant to C.R.C.P. Rule 106. Should such an appeal be filed, the penalty imposed by the Board shall be held in abeyance until the conclusion of all proceedings under C.R.C.P. Rule 106.

(c) *Emergency suspension*. Notwithstanding any other provision of this chapter, if the building official finds that an imminent danger to persons or property exists, he may enter an order for the immediate emergency suspension of such license for a period not to exceed thirty (30) days, pending further investigation and proceedings for suspension as provided for herein. Any order for emergency suspension may include reasonable orders or conditions with which the licensee must comply to protect the work in progress as well as the public health, safety, and welfare.

(1) *Notice*. The building official shall notify the licensee of the emergency suspension by whatever means is practicable, and document such notice in the files of the building safety division.

(2) *Format*. The licensee, upon notice of such emergency suspension, may request an informal meeting with the building official, which meeting shall be held as soon as is practicable, and in accordance with the procedures set forth in subsection (a) above.

(3) *Order of the building official*. Following the conclusion of the informal meeting, the building official may take any action reasonably necessary to protect the public health, safety and welfare, including but not limited to issuing additional orders to the licensee, reinstating the license with restrictions, requesting a show cause notice and order from the Board, or lifting the suspension. Should the building official take no action within fourteen (14) calendar days of the informal meeting, any emergency suspension shall be deemed lifted and no longer in effect. Should no informal meeting be requested, the emergency suspension shall be deemed lifted within thirty (30) calendar days of issuance, or as ordered lifted by the building official, whichever occurs first.

(4) *Review of building official's emergency suspension order*. A licensee may at any time during the course of an emergency suspension file with the Board an application for an appeal of the emergency suspension order. The Chair of the Board, or designee thereof, shall act as a hearing officer at the hearing. The only issue the Chair is authorized to decide at a hearing to review an emergency

suspension and the standard upon review is whether the emergency suspension order is supported by a preponderance of the evidence.

Notwithstanding the fact that a licensee has filed an application for an appeal of the emergency suspension, the building official may at any time file with the Board a request for a show cause notice in the same matter.

The filing of an application for an appeal of the emergency suspension before the Board shall constitute a waiver by the licensee of any subsequent conflict of interest claim against a Board member or the Board in a show cause hearing based on the claim by the licensee that the Board or any member thereof was familiar with the case due to licensee's application for an appeal of the emergency suspension, or by having ruled on the emergency suspension.

If, at any time after an application for an appeal of an emergency suspension order has been filed, but before the chair issues an order, the building official lifts the suspension, the application for hearing shall be deemed withdrawn.

(5) *Format*. To the extent practicable, a hearing on the emergency suspension shall be held in accordance with the procedure set forth in subsection (b) above.

(6) *Burden.* The burden of going forward, as well as the burden of proof, rests with the city.

(7) *Costs.* No costs shall be assessed against the licensee for the cost of holding a hearing held solely for the purpose of an appeal of an emergency suspension order. Costs for records requests by any licensee shall be in accordance with the fee schedule set by the city.

(8) *Order of the Board*. The Chair shall issue an order in accordance with the procedure set forth in subsection (b) above.

(9) *Appeal.* An appeal of the Chair's order may be filed pursuant to C.R.C.P. Rule 106.

(d) *Denial or non-renewal of contractor's license.* Any applicant who is denied a contractor's license or whose license is not renewed by the building official, except when such decision is based on an illegible or incomplete application, may file with the Board an application for a hearing on such action. The format of the hearing, burdens, costs, and reconsideration and appeal matters shall be as set forth in subsection (b) above. If, at any time after an application for a hearing is filed, but before an order is issued, the building official issues or renews the applicant's license, the application shall be deemed withdrawn.

Sec. 18-39. Unlawful acts and penalty.

(a) *Generally.* It shall be unlawful for any person to do or cause to be done or perform or cause to be performed any act contrary to or in violation of any of the provisions of this Code or any other policy, regulation, or code promulgated under this Code which is enforced and administered by the building safety division.

(1) *Alternate methods, materials and equipment.* It shall be unlawful for any person to use any method, material, or equipment as an alternate to the methods, materials or equipment permitted by this Code, without first having obtained approval in the manner provided.

(2) *Licensing.* It shall be unlawful to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building, structure, utility, or public improvement in the city without first obtaining a license in accordance with the provisions of article III, Contractor licensing.

(3) *Permits.* It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy, or maintain any building or structure in the city or cause such to be done contrary to or in violation of any of the provisions of this Code and without first having obtained a permit as required by the provisions of this Code. Permits for work in rights of way shall be in accordance with Chapter 78 of the Arvada Code of Ordinances.

(4) *Licensee responsibility.* It shall be unlawful for any licensee to fail to comply with any responsibility set forth in section 18-72 of this chapter, or for a licensee to violate any such responsibility.

(5) *Certificate of occupancy.* It shall be unlawful for any person to occupy any building or structure without first obtaining a certificate of occupancy, temporary certificate of occupancy, or certificate of completion as required by the provisions of this Code.

(6) *Unsafe structures and equipment.* It shall be unlawful for any person to use or allow to be used any unsafe structure or equipment. This prohibition shall apply to structures or equipment that are new, existing, under construction, or being demolished.

(7) *Other.* It shall be unlawful to perform any act prohibited by a provision of this Code, or to fail to comply with any policy, dimension, or limitation imposed on the erection, alteration, maintenance or occupancy of any building, structure, or building service equipment, or to cause or permit the same to be done in violation of this Code.

(b) *Violation penalties.* Any person, firm, or corporation convicted of a violation of any section of this chapter shall, for each offense, be punished by a fine, or imprisonment, or both, not to exceed the limits established in section 1-5 of the Arvada City Code. The denial, suspension, revocation, or restriction of any license, certificate, permit, or other privilege conferred by the city shall not be regarded as a penalty for purposes of this Code. Each day that a violation continues shall be deemed a separate offense.

(c) *Other.* In the event that any building, structure, or equipment is erected, constructed, reconstructed, altered, repaired, converted, demolished, moved, or maintained, or any building, structure or equipment is used in violation of this Code, the city may institute any

appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or occupancy, or to restrain, correct, or abate such violation or to prevent the use or occupancy of such building, structure, equipment, or land. The imposition of any penalty under this subsection shall not preclude the city from instituting any appropriate action or proceeding to require compliance with the provisions of this Code and with administrative orders and determinations made under this Code.

(d) *Notice of method of service.* Notwithstanding any other provision of this chapter, prosecution for any violation of any provision of this Code or any of the technical codes shall be initiated by the issuance of a summons and complaint in accordance with Chapter 58, Municipal Court, of the Arvada City Code.

(e) *Qualifications of technical officer or inspector not an element.* The city shall not be required to prove as an element of the case in any prosecution or proceeding related to a violation of any provision of the Code, that a technical officer or inspector is qualified.

(f) *Expiration of permits.* Every permit issued by the building official under the provisions of the technical codes shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within one hundred eighty (180) calendar days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) calendar days. Such permit will be considered to be suspended or abandoned if one hundred eighty (180) calendar days pass and no required inspections are called for. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit that has either been abandoned or expired for over one year, the permittee may apply for a reactivation of such permit, in writing and demonstrate justifiable cause for such request, subject to review by the Building Official. Reactivated permits shall require the permittee to pay new full permit fees.

A permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding one hundred eighty (180) calendar days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once unless approval has been given by the Building Official and demonstration of good cause has been demonstrated in writing by the permittee. When the work authorized by a permit is suspended or abandoned by one contractor and continued by another contractor or the homeowner or when there is a change of contractors on an existing job, the new contractor or homeowner shall make application for a new permit. The fee for such a new permit shall be as set forth in the administrative fee schedule established by this jurisdiction, which is subject to change from time to time.

Any structure for which a building permit is issued that includes exterior additions or modifications; those exterior modifications shall be completed in less than two (2) years from issuance of the original permit. If the exterior work is not completed within that two (2) year time frame and complaints are received, the property will be considered a nuisance as defined in the Arvada Municipal Code and/or the International Property Maintenance Code and will be subject to legal action.

Should weather or other conditions not within the control of the permittee preclude completion or an inspection of permitted work, the expiration date of the permit shall be held in abeyance for a reasonable number of days, as determined by the building official, until the work and inspections are completed. The justification for the postponement shall be made as part of the permit record.

Exception: At the discretion of the building official and for good cause any expired permit for work done within a residential dwelling unit can be reactivated for up to (180) days. A reactivation fee, as set forth per the Administrative Fee Schedule shall be required to be paid for every reactivation provided. If the codes related to the permitted work have changed since the permit expired, a new permit and full permit fees will be required.

Sec. 18-40 -18-41. Reserved.

Sec. 18-42. Fees.

(a) *Payment of fees.* A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid. If for any reason the fees for a permit, whether check or credit card, do not clear the bank or other financial institution, the permit becomes null and void.

Exception: The government of the United States of America, the State of Colorado and its political subdivisions, the city, and all agencies and departments thereof, shall be exempt from the payment of fees for work performed on buildings or structures owned wholly by such agencies or departments and devoted exclusively to governmental use.

(b) *Schedule of permit fees.* A fee set in accordance with the administrative fee schedule established by this jurisdiction shall be paid for any permit required by or related to this Code, or for any other service or application as noted in this Code.

(c) *Combination permit fees.* When a combination permit is issued, the permit fee charged to the general contractor will generally include the fees due from other subcontractor's fees associated with that permit.

(d) *Building permit valuations.* The determination of value or valuation under the provisions of this chapter shall be based on the actual contract value or by the building valuation table as included in the administrative fee schedule established by this jurisdiction, whichever is higher. The valuation specified above shall be based on the cost figures per square foot shown in the most recent Building Valuation Data Chart published by the International Code Council. The cost figures from the Building Valuation Data shall be revised each

year by applying the City Cost Index for Denver as shown in the most recent RSMeans Data. The new cost data will become effective January 1 of each year. If an applicant provides actual documentation of contract cost and those costs are more or less than those calculated by the building valuation data table, adjustments to the building permit and use tax fees may be made if an audit is requested. Audits shall be handled pursuant to Chapter 98. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent equipment.

(e) *Work commencing before permit issuance.* Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an investigation fee set in accordance with the administrative fee schedule of this jurisdiction, in addition to the required permit fees.

> Exception: This provision shall not apply to emergency work when it can be demonstrated to the satisfaction of the building official that such work was urgently necessary and that it was not practical or possible to obtain a permit prior to the commencement of such work. In all such cases, any person performing emergency work, including equipment replacement or repair, shall notify the building safety division by telephone or facsimile of the commencement of the work before the end of the next working business day, and shall submit to the building safety division a permit application within one week of the commencement of the work. Any unreasonable delay in obtaining such permit shall result in the assessment of an investigation fee, in addition to the required permit fees.

(f) *Related fees.* The payment of the fee for the construction, alteration, removal, or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

(g) *Plan review fees.* When submittal documents are required, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be assessed in accordance with the administrative fee schedule established by this jurisdiction.

(h) *Reinspection fees.* When a reinspection is called for under this Code, or is necessary in the opinion of the building official, the reinspection shall not be performed until a reinspection fee, assessed in accordance with the administrative fee schedule established by this jurisdiction, is paid. The reinspection fee may be waived for good cause shown by the licensee and at the discretion of the building official.

(i) *Refunds.* The building official is authorized to establish a refund policy.

Sec. 18-43. Posting of premises; inspections.

Prior to the commencement of any work regulated by any of the technical codes, the permit holder shall post the property in such a way that the address of the property is clearly visible

from the street. The building official may refuse to inspect any premises not posted in accordance with this section.

Sec. 18-44. Reserved.

Sec. 18-45. Moved buildings.

(a) *Moved buildings.* Buildings, structures and their building service equipment moved into or within this jurisdiction shall comply with the provisions of the technical codes for new buildings or structures and their building service equipment. It is the intent of the city to require any person who moves a building into or within the city to provide the city with the financial assurance that the exterior of the building will be completed and that the lot or tract of land upon which a building is placed complies with applicable codes and requirements, including subdivision regulations of the city. It is further the intent of the city to require any person who moves a building into or within or out of the city to provide the city with a financial security for any damage that may occur to any public street or other public facility. This article does not apply to any manufactured home moved into the city that is subject to the provisions of C.R.S. §§ 31-23-301(5) and 31-23-303(3) or to any other manufactured building moved into or within the city.

(b) *Pre-move inspection.* Prior to issuance of a permit, the building official may make or cause to be made an inspection of the structure to be moved. A pre-move inspection fee as set forth in the administrative fee schedule established by this jurisdiction, as well as travel expenses based upon current Internal Revenue Service mileage reimbursable rates, shall be paid to the city in advance of the pre-move inspection. Upon completion of the inspection, the building official shall transmit to the applicant a letter, setting forth in general terms, those areas or items of the structure which fail to meet this Code.

(c) *Moving permit required.* Any person who moves a building into, within, through, or out of the city is required to obtain a moving permit from the building official. In addition to the other requirements of this article, the city may designate the streets over which the building may be moved and the time of the day and the days of the week during which the building may be moved. The traffic engineer may also require a permittee to obtain permits or secure the approval from any telephone, electric, gas, railroad, bus, or cable television company or from the state department of highways or from any other governmental or public entity that may be affected by the moving of a building.

(d) *Building permit required.* No person will prepare any building for a move or move any building to any lot or tract of land within the city unless such person has first obtained a building permit for such building on such lot or tract of land.

(e) *Deposit and right of entry.* Before the city issues a moving permit to move a building into or within the city, a deposit of funds with the city is required to assure the city of the completion of the exterior of the building and associated sitework. The amount deposited will be an amount equal to one hundred fifty percent (150%) of the cost of completing the exterior of the moved building, as determined by the building official, on the lot or tract of land to which it is moved, including grading and landscaping. The completion of the exterior of a moved building must be completed within one year from the date of issuance

of the building permit. Upon completion of the exterior to the reasonable satisfaction of the building official, the deposit will be returned within fourteen (14) calendar days. Should the permittee fail to complete the exterior of the building, the funds necessary to complete the exterior of the building, including grading and landscaping, will be expended from the permittee's deposit to perform, either by city forces or by a contractor for the city, the work necessary to complete the exterior. After work on the exterior is completed, any balance of the amount deposited will be returned to the permittee, less a ten percent (10%) administrative fee for the city based on the amount expended to complete the exterior. As a condition of issuing a moving permit, the building official will require the permittee to sign a right of entry authorizing the city or its contractor to enter upon the lot or tract of land for the purpose of performing all work necessary to complete the exterior, including grading, landscaping, driveway, water and sewer service lines, curbs and gutters, and site work. The right of entry will include the legal description of the lot or tract of land, and the city will record the right of entry in the records of the county clerk and recorder.

Secs. 18-46 – 18-70. Reserved."

Section 4. Article III, Contractor Licensing, of Chapter 18, Buildings and Building Regulations, of the Arvada City Code is hereby enacted to read as follows:

"ARTICLE III. CONTRACTOR LICENSING

Sec. 18-71. General requirement.

(a) *License required.* No contractor shall perform any work or services in the construction, erection, addition, alteration, repair, equipping, moving, removal, conversion or demolition of any building or structure governed by this chapter in the city unless such contractor shall have first applied for, paid the required fee and obtained a valid license authorizing the performance of such work within the classifications hereinafter set forth. Contractors shall maintain a current and valid license while performing any work governed by this chapter.

(1) Except as set forth in section 18-74(a)(5), Class H Homeowner's "Limited" Building, an owner/occupant shall not be required to apply for a contractor's license to perform work at the owner's home. However, an owner-occupant must secure a permit for work when such a permit is required, and all work governed by this Code that is performed by an owner-occupant must be done in accordance with this Code.

(2) Owners of single-family homes, duplexes, and townhomes, built in accordance with the International Residential Code, shall not be required to apply for a contractor's license to install fencing, decks or retaining walls or to perform re-roofing, siding, window replacement work at the owner's home. However, an owner must secure a permit for work when such a permit is required, and all work governed by this Code that is performed by an owner-occupant must be done in accordance with this Code. For the purposes of this section, "owner" includes individual owners noted on the property title, shareholders of a corporation, or trustees or beneficiaries of a trust.

(b) *License examination.* The building official may establish reasonable examination procedures for issuance of licenses to assure that the applicant has the knowledge and capability to perform work in accordance with the regulations of this chapter. The building official may accept an examination result from another jurisdiction. The building official shall not deny a license to any person or firm conforming to the requirements of this chapter and other applicable law, subject to section 18-37.

(c) *Application form and fee.* Application for contractor's licenses and renewal thereof shall be on forms designated by the city for such purpose, and each application shall be accompanied by a fee as set forth in the administrative fee schedule established by this jurisdiction. A final review and appropriate action shall be taken on such license application, and the applicant shall be notified accordingly.

(1) *Requirements.* All applications for contractor licenses must be legible and complete in every detail. The building official shall not accept any application that is not complete in every detail. If an omission or error is discovered by the building official, the application shall be rejected and returned to the applicant for completion or correction without further action by the building official. All fees shall be returned with the rejected application.

(2) *Eligibility.* To be eligible for a contractor's license, an applicant must be compliant in requesting timely inspections.

i. At the time an application for a contractor's license or renewal thereof is filed, the building official shall conduct a search of building records to determine if the applicant has complied with the applicant's responsibilities pursuant to section 18-72(l) for all work permitted on or after the effective date of this ordinance.

ii. If the search reveals open jobs for which no inspection has been requested in accordance with the law, the building official shall notify the applicant of such open or incomplete work. The building official may take other action as appropriate, such as ordering the applicant to close out all open or incomplete work within a time certain or to show good cause why the applicant could not comply with the applicant's responsibilities. The building official may issue a restricted license to such applicant, but in no event shall such restricted license be valid for more than sixty (60) calendar days from the date of issuance. A contractor holding a restricted license issued pursuant to this section may re-apply for a license following the expiration of the restricted license in accordance with the licensing and fee provisions set forth herein.

(d) *Liability for subcontractors.* The licensee shall be responsible for all work included in the licensee's contract and authorized in the licensee's permit whether or not such work is done by the licensee, licensee's employee or agent or a subcontractor of the licensee.

(e) *Incomplete work.* In the event a job or structure is not pursued to completion and work is stopped for any period exceeding one hundred eighty (180) calendar days, the licensee shall notify the building safety division of such stoppage and shall take reasonable steps to

protect and to prevent the equipment or structure from deteriorating to the condition of a dangerous or unsafe structure.

Exception: Any work stoppage caused solely by a refusal of the property owner to allow completion of the work shall not be considered a violation of this chapter, if the contractor has filed the appropriate form and documentation for a refusal to allow entry in accordance with section 18-33(b). In a case where the expiration date of a permit has been held in abeyance, the operation of this provision shall be suspended for the period of time during which that date has been held in abeyance; once this period has passed, this section shall again apply.

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 when required by the building official or the building official's authorized representative;

(c) Inform the building safety division promptly of any change in 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 safety division and permit issued for same unless changes are approved by the building safety 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(b);

(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 safety 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 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.

Sec. 18-73. Validity.

(a) *Change in ownership.* A change in name or ownership of a licensed entity shall have the legal effect of terminating the license. Therefore, all such changes shall be reported by the licensee to the building safety division, a new license obtained, and a new license fee paid prior to any new construction work or before continuing any construction work.

(b) *Incorporation.* Incorporation or dissolution of a corporation and creation of a new legal entity that requires a license, even though one or more stockholders or directors have a license, shall terminate the license. All such changes shall be reported to the building safety division, a new license obtained, and a new license fee paid prior to any new construction work or before continuing any construction work.

(c) *Change in partnership.* The creation of a partnership or a change in any general or managing partner requires that a new license be obtained, and a new license fee paid, even though one or more of the partners are licensed.

(d) *Dissolution of entity.* The dissolution of a corporation or partnership that has been licensed terminates the license and no individual or firm may operate under such license.

(e) *Change of name.* In the case where it is desired to change the name of a presently licensed firm, partnership or corporation where there is no change in ownership, a new license shall

be issued under the new name, without charge, upon surrender of the previously issued license.

(f) *Licenses not transferable.* Licenses are not transferable, and the use of one contractor's license by any other contractor shall be a violation of this chapter.

(g) *Upgrade of license classification.* When a contractor requests an upgrade to a higher license classification, and upon verification of the contractor's ability to perform satisfactorily in that classification, a new license shall be issued and a new fee shall be charged, if the current license will expire less than six (6) months of the date of the request. If the license will expire six or more months after the date of the request, the difference in license fees shall be charged.

Sec. 18-74. Classification.

(a) *General.* There shall be various classes of contractors' licenses, and the holder of each license shall be authorized to do the following:

(1) *Class A General Contractor License.* This license shall entitle the holder to erect, add to, alter, demolish, or repair any building or structure classified under the International Building Code (IBC). It is the responsibility of the licensee that all subcontractors in its employ are properly licensed.

(2) *Class B General Contractor License.* This license shall entitle the holder to erect, add to, alter, demolish, or repair any building or structure classified under the International Building Code (IBC) and International Residential Code (IRC).The holder of a Class B license may perform any work authorized by a Class A, Class C, and a Class D license. It shall be the responsibility of the licensee that all subcontractors in its employ are properly licensed.

(3) *Class C General Contractor License.* This license shall entitle the holder to erect, add to, alter, demolish or repair of detached one- and two- family dwellings and townhouses classified under the International Residential Code (IRC) and U Occupancy buildings classified under the International Building Code (IBC) The holder of a Class C license may perform any work authorized by a Class D license.

(4) *Class D Builder's Subcontractor's License.* This license shall be issued to those engaged in contracting for labor or for labor and material involving only one trade, such as masonry, framing, insulation, drywalling, glazing, concrete flat work, swimming pool, siding, solar panel installation, , fire detection systems, burglar alarms, or building demolition, but shall not authorize any electrical, plumbing or mechanical work. Contractors doing minor installation of prefabricated or manufactured units, such as countertops, storm windows, gutters and downspouts or carpet, shall not be required to obtain a license.

(5) *Class H Homeowner's "Limited" Building License.* This license shall be issued to an individual and is limited to the building of a single-family residence or accessory dwelling unit (ADU) to be owned and occupied by the licensee. The licensee may

perform all or part of the work personally or act as a general contractor; in either case, the licensee shall be fully responsible for the performance of all the work in accordance with the city's building codes and, further, shall pursue the completion of all work in an orderly and diligent manner. Documentation shall be submitted with the permit application to show that the individual owns the property to be built on and that if there is a construction loan, the loan is issued to the individual.

(6) *Class P Plumbing License.* This license shall entitle the holder to contract for and perform all work involving sanitary plumbing, potable water piping, the installation of plumbing appliances and apparatus and related plumbing work. To be qualified as a plumbing contractor, the person, firm, partnership, corporation, association or other organization must either be or employ full-time a master plumber licensed by the state according to C.R.S. § 12-155-101 *et seq*. It shall be the responsibility of the applicant to provide evidence of the state license to the city.

(7) *Class M Mechanical License.* This license shall entitle the holder to erect, install or construct all mechanical systems, including hot water heating systems, air conditioning systems, refrigeration systems, or install boilers, evaporative coolers, and sheet metal work. This license shall entitle the holder to replace existing boilers, evaporative coolers, and all connections thereto. Other connections to the potable water system must be performed by either a state-licensed master plumber in the employ of the licensed mechanical contractor or city-licensed plumbing contractor unless specifically exempted in the Colorado State Plumbing Code. Line voltage electrical work must be done by a city-registered electrical contractor.

(8) *Class E Electrical License*. This license shall entitle the holder to contract for and perform all work involving electrical systems, wiring, installing, and repairing electrical apparatus and equipment for electric light, heat, and power. To be qualified as an electrical contractor, the person, firm, partnership, co-partnership, association or other organization must hold a valid electrical contractor's license issued by the state according to C.R.S. § 12-115-101 *et seq*. It shall be the responsibility of the applicant to provide evidence of the state license to the city.

(9) *Class BM Building Moving License.* This license shall entitle the holder to move any building or structure, subject to all applicable regulations of the city. Before a moving license is granted, the applicant shall file with the building official, a Certificate of Insurance in the same amounts and subject to the same requirements as for municipal contractors' licenses set forth in section 78-183.

(10) *Class R Builder's Roofing License.* This license shall entitle the holder to do roofing of any building or structure including nonstructural decking repair or replacement.

(11) *Class RM Radon Mitigation License*. This license shall entitle the holder to contract for and perform all work involving radon mitigation. To be qualified as a radon mitigation contractor, the person, firm, partnership, corporation, association or other organization must hold a valid Radon Mitigation Professional License issued

by the state according to C.R.S. § 12-165-108 *et seq*. It shall be the responsibility of the applicant to provide evidence of the state license to the city.

(12) *Class LL Limited license.* A limited license will allow the owner or tenant of a building to do specific minor work relative to their building or tenant space, and may be issued at the discretion of the building official, when the owner or tenant has demonstrated his/her ability to perform said work. All contractor limited license fees shall be one-half of the regular license fee as set forth in the administrative fee schedule established by this jurisdiction.

(b) *Registration of electrical contractors.*

(1) *Registration*. It shall be unlawful for any person to engage in electrical contracting in the City of Arvada without being duly registered as provided in this chapter.

(2) *Qualifications*. To be qualified for registration as an electrical contractor, an applicant must hold a valid electrical contractor's license issued by the state according to C.R.S. § 12-115-101 *et seq*. It shall be the responsibility of the applicant to provide evidence of the state license to the city.

(3) *Registration forms.* Registration under this chapter shall be on forms furnished by the building safety division. The continuation or completion of work in progress shall require the renewal of an expired registration. No fee shall be charged to process a registration form.

(4) *Expiration and renewal.* Registration expiration shall be as outlined in section 18-75.

(5) *Other provisions apply.* Except as set forth in this subsection (b), all other provisions of this code apply to registered electrical contractors.

(m) *Registration of plumbing contractors.*

(1) *Registration.* It shall be unlawful for any person to engage in plumbing contracting in the City of Arvada without being duly registered as provided in this chapter.

(2) *Qualifications.* To be qualified for registration as a plumbing contractor, an applicant must hold a valid plumbing contractor's license issued by the state according to C.R.S. § 12-155-101 *et seq.* It shall be the responsibility of the applicant to provide evidence of the state license to the city.

(3) *Registration forms*. Registration under this chapter shall be on forms furnished by the building safety division. The continuation or completion of work in progress shall require the renewal of an expired registration. No fee shall be charged to process a registration form.

(4) *Expiration and renewal.* Registration expiration shall be as outlined in section 18-75.

(5) *Other provisions apply.* Except as set forth in this subsection (c), all other provisions of this code apply to registered plumbing contractors.

(n) *Registration of radon mitigation contractors.*

(1) *Registration*. It shall be unlawful for any person to engage in radon mitigation contracting in the City of Arvada without being duly registered as provided in this chapter.

(2) *Qualifications*. To be qualified for registration as a radon mitigation contractor, an applicant must hold a valid radon mitigation professional license issued by the state according to C.R.S. § 12-165-101 *et seq*. It shall be the responsibility of the applicant to provide evidence of the state license to the city.

(3) *Registration forms.* Registration under this chapter shall be on forms furnished by the building safety division. The continuation or completion of work in progress shall require the renewal of an expired registration. No fee shall be charged to process a registration form.

(4) *Expiration and renewal.* Registration expiration shall be as outlined in section 18-75.

(5) *Other provisions apply.* Except as set forth in this subsection (d), all other provisions of this code apply to registered electrical contractors

Sec. 18-75. Expiration and renewal.

(a) *Expiration.* The Class P Plumbing Contractor license shall expire three years from the date of issue or upon the expiration date of the plumbing contractor's license issued by the state, whichever is sooner. The Class E Electrical contractor registrations shall expire three years from date of issue or upon the expiration date of the electrical contractor's license issued by the state, whichever is sooner. The Class RM Radon Mitigation contractor registrations shall expire three years from date of issue or upon the expiration date of the radon mitigation professional license issued by the state, whichever is sooner. All other licenses shall expire one year from date of issue. Expired licenses and registrations shall be renewed, and a new license fee, where applicable, paid prior to continuation or completion of work.

(b) *Renewal license fee.* The fee for the renewal of a contractor's license shall be the same as those set forth for the contractor's license in the administrative fee schedule established by this jurisdiction.

Sec. 18-76. Qualified supervisors.

(a) *When required.* The respective licensees, whether individuals, firms or corporations, shall not be required to possess those skills and qualifying experience records required for the work they are permitted to do under the terms and provisions of their respective licenses,

provided that they retain in their business a supervisor whose skills and qualifying experience records are such that the licensee would be qualified to supervise all work in their principal's license category. The respective licensees' rights to do business shall be dependent upon the continued retention of the designated supervisors in active, full-time capacity.

(b) *Termination of supervisor.* Whenever a designated supervisor terminates the supervisor's association with a licensee or otherwise becomes inactive, the licensee shall immediately notify the building safety division. In such event, the license shall be deemed to be suspended and there shall be a thirty (30) calendar day grace period from the date of termination of the supervisor in order to acquire a proper supervisor before complete termination of the license. Should the supervisor be replaced, such fact shall be made known to the building safety division. If the proposed replacement is found to meet the required qualifications, the license shall again be deemed in full force and effect without imposition of an additional license fee for the license period.

(c) *Qualifications of supervisor.* Each individual who is to act as a supervisor shall work proposed to be done. Each individual who is to act as a supervisor shall be designated as such in each application for a license. Each supervisor shall be required to take a license examination in accordance with section 18-71(b) or provide information as requested to demonstrate knowledge and proficiency to perform work in accordance with the regulations of this chapter."

Section 5. Article IV, Special Inspectors, of Chapter 18, Buildings and Building Regulations, of the Arvada City Code is hereby enacted to read as follows:

"ARTICLE IV. SPECIAL INSPECTORS

Secs. 18-77. General requirement.

(a) *Registration required.* No special inspector shall perform any special inspection of any building or structure governed by this chapter in the city unless such special inspector shall have first applied for and become registered as a Special Inspector, authorizing the performance of such inspection within the classifications hereinafter set forth. Special Inspectors shall maintain current registration with the City while performing any special inspection governed by this chapter and technical codes.

(b) *Registration qualifications.* The building official may establish reasonable qualification procedures for registration to assure that the special inspector has the knowledge and capability to perform special inspections in accordance with the regulations of this section and technical codes. The building official may accept qualification documentation from special inspections performed in another jurisdiction. The building official shall not deny registration to any person or firm conforming to the requirements of this chapter, industry best practices and other applicable law and technical codes.

(c) *Application form.* Application for special inspection registration and renewal thereof shall be on forms designated by the city for such purpose. A final review and appropriate action

shall be taken on such registration application, and the applicant shall be notified accordingly.

(d) *Requirements.* All applications for special inspectors must be legible and complete in every detail. The building official shall not accept any application that is not complete in every detail. If an omission or error is discovered by the building official, the application shall be rejected and returned to the applicant for completion or correction without further action by the building official.

(e) *Change of Special Inspector.* In the event a special inspector is no longer performing special inspections for a project, the special inspector shall notify the building safety division in writing of such change and state the reason why.

Sec. 18-78. Responsibilities.

All special inspector registrants shall be responsible for any special inspection they are performing, without limitation to the items as herein listed to:

(a) Present the required city license when required by the building official or the building official's authorized representative;

(b) Inform the building safety division promptly of any change in licensee's address or telephone number;

(c) Obtain a special inspector license when the same is required;

(d) Provide correct and honest factual information on all applications for special inspector licensing;

(e) Provide special inspections without substantial departure from or disregard of drawings and specifications when such drawings and specifications have been filed and approved by the building safety division and permit issued for same unless changes are approved by the building safety division;

(f) Perform the activity authorized by the special inspection license and qualifications in a proficient manner consistent with acceptable building practices and special inspector practices;

(g) Comply with all orders, conditions, and restrictions issued by written order of the building official.

Sec. 18-79. Validity.

(a) *Change in ownership.* A change in name or ownership of a registered entity shall have the legal effect of terminating the registration. Therefore, all such changes shall be reported by the registrant to the building safety division, and a new registration obtained prior to any additional special inspection continuing.

(b) *Incorporation.* Incorporation or dissolution of a corporation and creation of a new legal entity that requires registration, even though one or more stockholders or directors are registered, shall terminate the registration. All such changes shall be reported to the building safety division, and a new registration obtained prior to any additional special inspection continuing.

(c) *Change in partnership.* The creation of a partnership or a change in any general or managing partner requires that new registration be obtained even though one or more of the partners are registered.

(d) *Dissolution of entity.* The dissolution of a corporation or partnership that has been registered terminates the registration and no individual or firm may operate under such registration.

(e) *Change of name.* In the case where it is desired to change the name of a presently registered firm, partnership or corporation where there is no change in ownership, a new registration shall be applied for under the new name, upon surrender of the previously issued registration.

(o) *Registration not transferable.* Special Inspector registrations are not transferable, and the use of one special inspector registration by any other special inspector shall be a violation of this chapter.

(g) *Change of Special Inspector classification.* When a special inspector requests a change to a different registration classification, and upon verification of his/her ability to perform satisfactorily in that classification, a new license shall be issued.

(h) *Approval.* The approval of a special inspector registration shall not be construed to be approval of any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Registration for Special Inspectors presuming to give authority to violate or cancel the provisions of the technical codes or ordinances of the city shall not be valid. The approval of registration for a special inspector based on the data and forms provided shall not prevent the building official from requiring correction of errors in forms, reports, documents or other data provided by the special inspector.

Sec. 18-80. Classification.

(a) *General.* There shall be various classes of special inspector registration, and the holder of each approved registration shall be authorized to do the following:

(1) Structural Steel Welding
(2) Structural Concrete and Reinforced Steel
(3) Anchor Bolts in Concrete
(4) Prestressed Concrete and PT tendons
(5) Shotcrete
(6) Masonry
(7) High Load Diaphragms
(8) Grading, Excavation and filling

(9) Driven Deep Foundations
(10) Cast-In-Place Deep Foundations
(11) Structural Load Bearing Items to be Fabricated Off Site
(12) Sprayed Fire-Resistant Materials
(13) Mastic and Intumescent Coatings
(14) Exterior Insulation and Finish System
(15) Expansion and Adhesive Anchors
(16) Smoke Control
(17) Structural Wood
(18) Structural Steel
(19) Architectural Components
(20) Mech and Elec Components
(21) Other Inspections as required by the design professional or the Building Official

Sec. 18-81. Expiration and renewal.

(a) *Expiration.* The Special Inspector registration shall expire three years from the date of issuance.

Secs. 18-82 - 18-100. Reserved."

Section 6. Article V, International Building Code, of Chapter 18, Buildings and Building Regulations, of the Arvada City Code, is hereby amended by adopting by reference the 2024 edition of the International Building Code, subject to the additions, amendments, and deletions set forth as follows:

"ARTICLE V. INTERNATIONAL BUILDING CODE

Sec. 18-101. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq*. and the Arvada City Charter, the International Building Code, 2024 Edition, including Appendixes C and I, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478, is hereby adopted by reference and incorporated into the city Code. All other appendices are deleted.

The 2024 International Building Code shall be known as the "IBC" or the "building code" and may be cited and referred to as such.

Sec. 18-102. – IBC – Section 101.1, Title.

Section 101.1. Title, is hereby amended in its entirety to read as follows:

> *"101.1. Title.* These regulations shall be known as the *Building Code of the City of Arvada*, hereinafter referred to as "this code.""

Sec. 18-103. – IBC – Section 103.1, Creation of enforcement agency.

Section 103.1 Creation of enforcement agency, is hereby amended in its entirety to read as follows:

> "*103.1 Creation of enforcement agency*. The Building Safety Division is hereby created, and the official in charge thereof shall be known as the *building official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Sec. 18-104. – IBC – Section 105.2, Work exempt from permit.

Section R105.2. Work exempt from permit, is hereby amended to change subsection (2) under "Building" to read as follows:

> "2. Fences, other than swimming pool, hot tubs or spa barriers, not over 6 feet high."

The remaining subsections to remain unchanged

Sec. 18- 105. – IBC – Section 105.5, Expiration.

Section 105.5. Expiration, is hereby amended in its entirety to read as follows:

> *"105.5. Expiration.* Expiration of permits shall be as set forth in Sec. 18-39(f)."

Sec. 18- 106. – IBC – Section 109, Fees.

Section 109. Fees, is hereby amended in its entirety to read as follows:

> *"109. Fees.* The fees for all work shall be as set forth in Sec. 18-42."

Sec. 18- 107. – IBC – Section 113, Means of Appeals.

Section 113. Board of Appeals is hereby amended in its entirety to read as follows:

> "*113.1 Means of Appeals.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36."

Sec. 18-108. – IBC – Section 114.4, Violation penalties.

Section 114.4. Violation penalties, is hereby amended in its entirety to read as follows:

> "*114.4. Violation penalties.* Any violation of the building code shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in Section 1-5 of the Arvada City Code."

Sec. 18-109. – IBC – Section 303.1.4. Accessory to places of religious worship.

Section 303.1.4. Accessory to places of religious worship, is hereby amended in its entirety to read as follows:

"303.1.4. Accessory to places of religious worship. Accessory religious educational rooms and religious auditoriums with *occupant loads* less than 100 per room or space are not considered separate occupancies.

Rooms and spaces within places of religious worship providing overnight homeless sheltering for fewer than 50 occupants, for less than 16 continuous hours, shall be classified as part of the primary occupancy notwithstanding any other provisions of this code which would disallow overnight occupancy in such rooms or spaces, and provided the aggregate area used for sleeping is less than 10,000 square feet and has all of the following:

- Exiting and emergency lighting
- Operational smoke alarms and carbon monoxide alarms in all sleepings areas
- Minimum of one awake attendant
- An emergency plan

An operational permit and an *approved* emergency plan for such use may be required on an annual basis through the governing Fire Code Official subject to review of compliance with these provisions."

Sec 18-110. – IBC – Section 308.2 Institutional Group I-1

Section 308.2 Institutional Group I-1, shall be amended in its entirety to read as follows:

"308.2 Institutional Group I-1. Institutional Group I-1 occupancy shall include buildings, structures or portions thereof for more than 16 persons, excluding staff, who reside on a 24-hour basis in a supervised environment and receive *custodial care.* Buildings of Group I-1 shall be classified as Condition 2 as specified in **Section 308.2.2** unless approved by the building and *fire code official* as Condition 1 as specified in **Section 308.2.1** and shall comply with Section 420 of the *International Building Code*. This group shall include, but not be limited to, the following:

Alcohol and drug centers
Assisted living facilities
Congregate care facilities
Group homes
Halfway houses
Residential board and care facilities
Social rehabilitation facilities"

Sec 18-111. – IBC – Section 310.5 Residential Group R-4

Section 310.5 Residential Group R-4, shall be amended in its entirety to read as follows:

"310.5 Residential Group R-4. Residential Group R-4 occupancy shall include buildings, structures or portions thereof for more than 16 persons, excluding staff, who reside on a 24-hour basis in a supervised environment and receive *custodial care.* Buildings of Group R-4 shall be classified as Condition 2 as specified in **Section 310.5.2** unless approved by the building and *fire code official* as Condition 1 as specified in **Section 310.5.1** except as

otherwise provided for in the *International Building Code*. This group shall include, but not be limited to, the following:

Alcohol and drug centers
Assisted living facilities
Congregate care facilities
Group homes
Halfway houses
Residential board and care facilities
Social rehabilitation facilities

Group R-4 occupancies shall meet the requirements for construction as defined for Group R-3, except as otherwise provided for in this code."

Sec. 18- 112. – IBC – Section 508.5 Live/work units.

Section 508.5 Live/work units under *"Exception"* is hereby amended by the addition of a second paragraph under the exception to read as follows:

"Single family homes, duplexes, and townhomes built in accordance with the International Residential Code may include up to 300 square feet of area within the dwelling unit and attached garage or 600 square feet in a detached building accessory to the dwelling unit, for uses that would otherwise be classified as B, M, F, or S Occupancies in accordance with this code, without complying with the provisions of this code. Operational permits and limitation of quantities of hazardous materials in accordance with the International Fire Code are required. Alterations to these spaces shall be in accordance with the International Residential Code."

Sec. 18- 113. – IBC – Section 902.1. Pump and riser room size.

Section 902.1 Pump and riser room size, is hereby amended to read as follows:

"*902.1. Pump and riser room size*. Where provided, fire pump rooms and automatic sprinkler system riser rooms shall be designed with adequate space for all equipment necessary for the installation, as defined by the manufacturer, with sufficient working space around the stationary equipment. Clearances around equipment to elements of permanent construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required fire-resistance-rated assembly. Fire pump and automatic sprinkler system riser rooms shall be provided with doors and unobstructed passageways large enough to allow removal of the largest piece of equipment. The room shall provide a minimum of 36 square feet working space around a fire pump or automatic sprinkler system riser."

Sec. 18-114. IBC – Section 902.1.1. Access.

Section 902.1.1. Access, is hereby amended to read as follows:

> "*902.1.1 Access*. Automatic fire sprinkler system risers, fire pumps and controllers shall be provided with ready access. Where located in a fire pump room or automatic sprinkler system riser room, the door shall be permitted to be locked provided that the key is available at all times. When automatic fire sprinkler systems are provided within a building and the system serves multiple tenant spaces, the main fire sprinkler control valves shall be placed within an approved room that has access provided directly from the building exterior."

Sec. 18- 115. – IBC – Section 903.1. General.

Section 903.1 General, is hereby amended by adding the following subsections:

> *"903.1.2 Location of sprinkler control valves.* When automatic sprinkler systems are required within a building and the system serves more than one tenant space, the main control valves shall be located within an approved room that is accessible directly from the building exterior. The door shall be not less than three (3) feet in width by six (6) feet in height."
>
> *"903.1.3 Fire department access.* Any change of occupancy of an existing building that does not have approved fire department access as required in Chapter 5 of the International Fire Code may be required by the *fire code official* to have an automatic fire sprinkler system installed regardless of the building size."
>
> *"903.1.4 Multi-tenant buildings*. In buildings that have warehouse space(s) that have the ability to allow high-piled combustible storage per Chapter 32 of the International Fire Code shall have a fire line installed with a main that runs the length of the building for future addition of fire sprinkler systems."

Sec. 18-116. – IBC – Section 903.4.3. Alarms.

Section 903.4.3. Alarms, is hereby amended to read as follows and with the added subsection:

> "*903.4.3. Alarms.* An approved audible/visual alarm device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler waterflow alarm devices shall be activated by waterflow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system and cause notification as set forth in Section 907.5. When buildings have multiple tenant spaces notification devices shall be installed in accordance with Section 907.5 in each tenant space. "
>
> *"903.4.4 Audible and visual signals*. Audible and visual fire alarm notification devices shall be connected to every automatic sprinkler system. Such audible and visual devices shall be activated throughout the building upon water flow. When buildings have multiple tenant spaces, notification devices shall be installed in accordance with Section 907.5 in each tenant space."

Sec. 18- 117. – IBC – Section 904. 15. Domestic cooking facilities.

Section 904.15. Domestic cooking facilities, is hereby amended by adding item number four to read as follows:

> "4. In Group R-4 occupancies where domestic cooking facilities are installed in accordance with Section 420.9 of the International Building Code."

Sec. 18- 118. – IBC – Section 907.5.2.2. Emergency voice/alarm communication systems.

Sec. 907.5.2.2. Emergency voice/alarm communication, is hereby amended by adding the following subsection:

> *"907.5.2.2.6. Intelligibility.* The intelligibility of a voice/alarm communication system shall be tested in an objective manner in accordance with NFPA 72."

Sec. 18- 119. – IBC – Section 912.4.1. Locking fire department connection caps.

Sec. 912.4.1. Locking fire department connection caps, is hereby amended in its entirety to read as follows:

> "*912.4.1. Locking fire department connection caps.* Approved locking fire department connection caps shall be installed on all new water-based fire protection systems. Locking fire department connection caps shall be installed when fire department connection caps are found missing on existing water-based fire protection systems and the fire department connection is subjected to internal obstructions."

Sec. 18- 120. – IBC – Section 1206.3, Structure-borne sound.

Section 1206.3. Structure- borne sound, is hereby amended by the addition of an exception to read as follows:

"1206.3. Structure- borne sound. Exception: Floor ceiling assemblies between a dwelling unit or sleeping unit and a public or service area shall not be required to have an impact insulation rating."

Sec. 18- 121. – IBC – Section 1507.2.8.4, Sidewall and other flashing.

Section 1507.2.8.4. Sidewall and other flashing, is hereby added to read as follows:

"*1507.2.8.4. Sidewall and other flashing.* Base flashing against a vertical sidewall shall be continuous or step flashing and shall be not less than 4 inches (102 mm) in height and 4 inches (102 mm) in width and shall direct water away from the vertical sidewall onto the roof or into the gutter. Flashing is required against a vertical front wall, soil stack, vent pipe, chimney, evaporative cooler, skylights and other similar roof openings, and shall be applied in accordance with the asphalt shingle manufacturer's instructions."

Sec. 18- 122. – IBC – Section 1609.3, Basic wind speed.

Section 1609.3. Basic wind speed, is hereby amended in its entirety to read as follows:

> *"1609.3. Basic wind speed.* The wind speeds for the City of Arvada are 136V from the Eastern city limit West to Highway 93. The wind speed for areas West of Highway 93 is 150V."

Sec. 18- 123. – IBC – Section 1609.4, Exposure category.

Section 1609.4. Exposure category, is hereby amended by adding a second paragraph to read as follows:

> "The building official may accept an exposure classification from a qualified engineer, licensed with the state, if a detailed analysis of site conditions adjacent to the proposed project or structure is provided to support the engineer's recommendation. Recommendations should take into account exposure categories that adequately reflect the characteristics of ground surface irregularities for each wind direction and variations in ground surface roughness that arise from natural topography and vegetation as well as from constructed features. If an engineer's analysis is not provided, an exposure classification of "C" shall be used."

Sec. 18- 124. – IBC – Section 1803.5.3, Expansive soils.

Section 1803.5.3. Expansive soils, is hereby amended in its entirety to read as follows:

> "*R401.4. Expansive soils.* Expansive soils are deemed present throughout most of the city. A soils report and registered design professional stamped foundation plans are required for all new construction. Soils reports shall be prepared by a state registered geotechnical engineer and foundation plans shall be prepared by a state registered professional engineer. The documents must specifically include design computations for pier diameter and length, describe methods to provide restraint from lateral soil pressures, provide a slab performance risk evaluation, compaction, and soil preparation requirements for slab on grade, and other information deemed necessary to the engineer of record.
>
> *Exceptions:*
>
> 1. If the existing foundation of an R-3 residential building or an IRC compliant residential building is performing adequately, foundations for additions to such existing buildings are allowed to match the existing foundation type without the need for a soils report as long as one or more of the following exceptions is met:
>
> a. An open hole soils investigation by a state licensed geotechnical engineer is provided prior to pouring concrete foundation elements and is evaluated by the design professional of record.
>
> b. The Engineer of record may use of the worst case scenario soil bearing capacity is used in the design of the foundation.

2. Decks, patio covers and pergola projections attached to an existing R-3 residential building need not provide a soils report or engineered foundation plans, unless deemed necessary by the code official.
3. Detached accessory structures for R-3 residential Buildings or IRC compliant residential buildings under 600 sf and under 10' eave height that are non-habitable, need not provide a soils report or engineered foundation plans unless deemed necessary by the code official."

Sec. 18- 125. – IBC – Section 3002.10, Handrails.

Section 3002.10. Handrails, is hereby added to read as follows:

"*3002.10. Handrails.* A handrail shall be provided on one wall of the car, preferably the rear. The rails shall be smooth and the inside surface at least 1 1/2 inches (38 mm) clear of the walls at a nominal height of 32 inches (813 mm) from the floor.
Nominal = +1 inch (25 mm).

Note: Thirty-two inches (813 mm) required to reduce interference with car controls where lowest button is centered at 35 inches (889 mm) above floor."

Sec. 18- 126. – IBC – Section 3310.1, Stairways required

Section 3310.1 Stairways required, is hereby amended to read as follows:

"*3310.1 Stairways required.* Where building construction exceeds 20 feet (6 096mm) in height above the lowest level of fire department vehicle access, a temporary or permanent *stairway* shall be provided. As construction progresses, such *stairway* shall be extended to within one floor of the highest point of construction having secured decking or flooring."

Secs. 18- 127 - 18-166. Reserved."

Section 7. Article VI, International Residential Code, of Chapter 18, Buildings and Building Regulations, of the Arvada City Code, is hereby enacted by adopting by reference the 2024 edition of the International Residential Code, subject to the additions, amendments, and deletions set forth as follows:

"ARTICLE VI. INTERNATIONAL RESIDENTIAL CODE

Sec. 18-167. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq*. and the Arvada City Charter, the International Residential Code, 2024 Edition, including Appendices BB, BC, BE, BF, BG, BH, BM, BO, CA, CB, CC, CD and CE, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478, is hereby adopted by reference and incorporated into the city Code..

The 2024 International Residential Code shall be known as the "IRC" or the "residential code" and may be cited and referred to as such.

Sec. 18-168. – IRC – Section R101.1, Title.

Section 101.1. Title, is hereby amended in its entirety to read as follows:

> "*101.1 Title*. These provisions shall be known as the *Residential Code for One- and Two-family Dwellings of the City of Arvada and shall be cited as such and will be referred to herein as "this code.""*

Sec. 18-169. – IRC – Section R103.1, Creation of agency.

Section 103.1 Creation of agency, is hereby amended to read as follows:

> "*103.1 Creation of agency*. The Building Safety Division is hereby created, and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Sec. 18-170. – IRC – Section R105.2, Work exempt from permit.

Section R105.2. Work exempt from permit, is hereby amended to change subsection (1) and subsection (2) under "Building" to read as follows:

> "1. One-story detached accessory structures, provided that the floor area does not exceed 120 sf."
> "2. Fences, other than swimming pool, hot tubs and spa barriers, not over 6 feet high."

The remaining subsections to remain unchanged.

Sec. 18-171. – IRC – Section R105.5, Expiration.

Section R105.5. Expiration, is hereby amended in its entirety to read as follows:

> *"R105.5. Expiration.* Expiration of permits shall be as set forth in Sec. 18-39(f)."

Sec. 18-172. – IRC – Section R108, Fees.

Section R108. Fees, is hereby amended in its entirety to read as follows:

> *"R108. Fees.* The fees for all work shall be as set forth in Sec. 18-42."

Sec. 18-173. – IRC – Section R109.1.2, Plumbing, mechanical, gas, and electrical systems inspection.

Section R109.1.2. Plumbing, mechanical, gas and electrical systems inspection, is hereby amended h in its entirety to read as follows:

"*R109.1.2. Plumbing, mechanical, gas and electrical systems inspection.* A rough mechanical, electrical, and plumbing inspection shall be made prior to rough frame inspection and after the roof and roof covering, framing, fire-blocking, and bracing are in place, and all vents, duct systems, piping, and HVAC equipment is properly installed, including all vents, exhausts, and intakes extended through the completed roof and walls.

Exception: Backfiling of ground-source heat pump loop systems tested in accordance with Section M.2105.28 prior to inspection shall be permitted.".

Sec. 18-174. – IRC – Section R109.1.7, Grading performance inspection.

Section R109.1.7. Grading performance inspection, is hereby added to read as follows:

"*R109.1.7. Grading performance inspection.* Prior to issuance of a certificate of occupancy, a grading performance certificate shall be provided to the building official. The document shall be prepared by a state licensed land surveyor or state registered professional engineer. The grading performance certificate shall contain an affirmative statement that an inspection of the site has been performed and that the lot will drain adequately and in accordance with the drainage plan of the approved subdivision plat and drainage will not result in ponding or flooding conditions to adjacent lots."

Sec. 18-175. – IRC – Section R109.1.8, Building Location Inspection

Section R109.1.8. Building Location Inspections, is hereby added to read as follows:

"*R109.1.8. Building Location Inspections.* A building location inspection shall be made prior to the foundation being poured. This inspection is required for all new buildings and building additions. Prior to issuance of a certificate of occupancy, an improvement location certificate (ILC) or survey shall be provided to the building official. The document shall be prepared by a state licensed land surveyor or state registered professional engineer and show compliance with required setbacks of the Land Development Code adopted by the City of Arvada. The building official shall determine whether an actual survey or an ILC is required and, at the building official's discretion, may waive these requirements for good cause."

Sec. 18-176. – IRC – Section R110.2, Certificate issued.

Section R110.2. Certificate issued, is hereby amended in its entirety to read as follows:

"*R110.2. Certificate issued.* After the building official inspects the building or structure and finds no violations of the provisions of this code or any other applicable policies or laws that are enforced by the department of building safety, the building official shall issue a certificate of occupancy which shall contain the following:

1. The *permit* number.
2. The address of the structure.
3. The name and address of the *owner* or the *owner's* authorized agent.

4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code.
6. The name of the *building official.*
7. The edition of the code under which the *permit* was issued.
8. Where an automatic sprinkler system is provided and whether the sprinkler system is required.
9. Any special stipulations and conditions of the building *permit*."

Sec. 18-177. – IRC – Section R112, Board of Appeals.

Section R112. Board of Appeals is hereby amended in its entirety to read as follows:

" *R112. Means of Appeals.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36."

Sec. 18-178. – IRC – Section R113.4, Violation penalties.

Section R113.4. Violation penalties, is hereby amended in its entirety to read as follows:

"*R113.4. Violation penalties.* Any violation of the residential code shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in section 1-5."

Sec. 18-179. – IRC – Section R202 Definitions, Accessory Structure.

Section R202. Definitions. "*Accessory Structure"* is hereby amended to read as follows.

"*Accessory Structure,* shall be as defined in the Land Development Code as adopted by the City of Arvada."

Sec. 18-180. – IRC -Section R202 Definitions, Bedroom.

Section R202. Definitions. *"Bedroom"* is hereby added to read as follows:

"*Bedroom*. A habitable room that is used primarily for sleeping and contains a clothes closet. Bedrooms may be designed without a clothes closet where desired."

Sec. 18- 181. – IRC – Section R301.2, Climatic and geographical design criteria.

Table R301.2 (1) of Section R301.2. Climatic and geographical design criteria, is hereby amended to read as follows:

Table R301.2 (1)
CLIMATIC AND GEOGRAPHICAL DESIGN CRITERIA

Ground and Roof	Wind Design	Seismic Design	Subject to Damage From	Winter Design Temp[e]	Ice Barrier Underlay-	Flood Hazards[g]	Air Freezing Index[i]	Mean Annual Temp[j]	IECC Zone

Snow Load[p]	Speed (mph)[d]	Topo-graphic Effects[k]	Category [f]	Weathering[a]	Frost-line Depth[b]	Termite[c]		ment Reuired[h]				
30 psf	136 V^{ult} E. of Hwy 93 150 V^{ult} W. of Hwy 93 Exp.C	Yes	"B"	Severe	36"	Slight	1˚ F	Yes	NFIP: Nov. 20, 1972 FIRM: July 13, 2016	500-1000	50.5	5b

Manual J Design Criteria[n]							
Elevation	Latitude	Winter Heating 99% Dry Bulb	Summer Cooling 1% Dry Bulb	Altitude Correction Factor	Indoor Design Temp.	Design Temp. Cooling	Heating Temp. Difference
5453' E. of Hwy. 93; Varies W. of Hwy. 93	40 ˚ North	1˚	91˚	.832 E. of Hwy. 93; Varies W. of Hwy. 93	70 ˚	75 ˚	69 ˚

Cooling Temperature Difference	Wind Velocity Heating	Wind Velocity Cooling	Coincident Wet Bulb	Daily Range	Winter Humidity	Summer Humidity	--
16 ˚	15 mph	7.5 mph	60	High (H)	30%	50%	--

The remainder of the section, including the information underneath the chart, remains unchanged.

Sec. 18- 182. – IRC – Section R301.2.1.4, Exposure category.

Section R301.2.1.4. Exposure category, is hereby amended by adding a second paragraph to read as follows:

> "*R301.2.1.4. Exposure category.* The building official may accept an exposure category from a qualified engineer, licensed with the state, provided a detailed analysis of site conditions adjacent to the proposed project or structure is provided to support the engineer's recommendation. Recommendations should take into account exposure categories that adequately reflect the characteristics of ground surface irregularities for each wind direction and variations in ground surface roughness that arise from natural topography and vegetation as well as from constructed features. If an engineer's analysis is not provided, an exposure category of "C" shall be used."

Sec. 18-183. – IRC – Section R328.2, Pools in floodplain hazard areas.

Section R328.2 Pools in floodplain hazard areas, is hereby added to read:

> "*R328.2 Pools in flood hazard areas*. Pools that are located in floodplain hazard areas shall be in accordance with those sections as set forth in Division 4-1-2 of the Land Development Code as may be amended from time to time."

Sec. 18-184. – IRC – Section R401.4, Soil tests.

Section R401.4. Soil tests, is hereby amended in its entirety to read as follows:

"*R401.4. Soil tests and Foundation Plans.* Expansive soils are deemed present throughout most of the city. A soils report and registered design professional stamped foundation plans are required for all new construction. Soils reports shall be prepared by a state registered geotechnical engineer and foundation plans shall be prepared by a state registered professional engineer. The documents must specifically include design computations for pier diameter and length, describe methods to provide restraint from lateral soil pressures, provide a slab performance risk evaluation, compaction, and soil preparation requirements for slab on grade, and other information deemed necessary to the engineer of record. Where the *seismic design category* in accordance with Section R301.2.2.1 is C or greater and where soil testing is performed, the geotechnical report shall include the determination of the site class and the short-period spectral response acceleration, S_{DS}, in accordance with Section 1613 of the *International Building Code*. The *seismic design category* shall be assigned in accordance with Table R301.2.2.1.1.

Exceptions:

1. If the existing foundation of an R-3 residential building or an IRC compliant residential building is performing adequately, foundations for additions to such existing buildings are allowed to match the existing foundation type without the need for a soils report as long as one or more of the following exceptions is met:
   a. An open hole soils investigation by a state licensed geotechnical engineer is provided prior to pouring concrete foundation elements and is evaluated by the design professional of record.
   b. The Engineer of record uses the worst case scenario soil bearing capacity in the design of the foundation.
2. Decks, patio covers and pergola projections attached to an existing R-3 residential building need not provide a soils report or engineered foundation plans, unless deemed necessary by the code official.
3. Detached accessory structures for R-3 residential Buildings or IRC compliant residential buildings under 600 sf and under 10' eave height that are non-habitable, need not provide a soils report or engineered foundation plans unless deemed necessary by the code official."

Sec. 18-185. – IRC – Section R408.8, Under-floor vapor retarder.

Section 408.8. Under-floor vapor retarder, is hereby amended by adding a second paragraph to read as follows:

"The *vapor retarder class* shall be defined using the desiccant method with Procedure A of ASTM E96. The following shall be deemed to meet the class specified:

- Class I: Rated at 0.1 perms or less (min. 6 mil thickness). Sheet polyethylene (visqueen), unperforated aluminum foil (FSK).
- Class II: Rated greater than 0.1 perms and less than or equal to 1.0 perms. Kraft-faced fiberglass batts.
- Class III: Rated greater than 1.0 perms and less than or equal to 10 perms. Latex or enamel paint."

Sec. 18-186. – IRC – Section R501.3, Structural floors.

Section R501.3. Structural floors, is hereby added to read as follows:

> "*R501.3. Structural floors.* When structural floors are required, they shall comply with sections R501.3.1 and R501.3.2."

Sec. 18-187. – IRC – Section R501.3.1, Structural floors ventilation.

Section R501.3.1. Structural floors ventilation, is hereby added to read as follows:

> *"R501.3.1. Structural floor ventilation.* Adequate under floor ventilation systems shall be provided to ventilate under floor areas when structural floor systems are required. Such systems shall be designed to provide at least one air change per hour, be controlled by a dehumidistat, and exhaust to the outside. A state licensed engineer's design may be required.
>
> Exception: The building official may approve alternates to such ventilation requirements when sufficient documentation is provided by the engineer of record to substantiate their alternate method is at least the equivalent of that prescribed."

Sec. 18-188. – IRC – Section R501.3.2, Grading under structural floors.

Section R501.3.2. Grading under structural floors, is hereby added to read as follows:

> *"R501.3.2. Grading under structural floors.* When structural basement floors are installed, a minimum of 18 inches (457 mm) of clear space is required below untreated wood floor joists and any wood girders or beams. Where steel or concrete beams or joists are used, the minimum clearance shall be the height of the void plus 6 inches (152 mm), or be as recommended by the soils engineer.
>
> The surface of the underfloor area shall be free of construction debris and graded to a relatively flat plane to slope toward the sump pit, or toward drain systems installed to control free water in the underfloor space. The underfloor area shall not allow ponding of water."

Sec. 18-189. – IRC – Section R602.5.1 Floating walls in basement construction.

Section R602.5.1 Floating walls in basement construction, is hereby added to read as follows:

> "*R602.5.1 Floating walls in basement construction.* All non-load bearing basement walls constructed on a concrete slab must be floated, allowing a minimum three inches(3") of float space, and hold drywall at least 3 inches off the slab, and use a spacer of the same thickness as a wall material to attach baseboard molding.

Sec. 18-190. – IRC – Section R902.1, Roofing assemblies.

Section R902.1. Roofing covering materials, is hereby amended in its entirety to read as follows:

"*R902.1. Roof assemblies.* Roof decks shall be covered with materials as set forth in Sections R904 or with roof coverings as set forth in Section R905. Ordinary roof covering (non-classified) materials shall not be permitted, and Class A, B or C roofing shall be installed in all areas or when the edge of the roof is less than three (3) feet (914 mm) from a property line. Classes A, B and C roof assemblies shall be tested in accordance with ASTM E 108 or UL 790. The roof assembly shall be listed and identified as to class by an approved testing agency. Roof assemblies with coverings of brick, masonry, slate, clay or concrete roof tile, exposed concrete roof deck, ferrous or copper shingles or sheets, and metal sheets and shingles, shall be considered Class A roof coverings.

Sec. 18-191. – IRC- Section R905.2.4.2, Impact Resistance of Asphalt Shingles.

Section R905.2.4.2. Impact resistance of asphalt shingles, is hereby added to read as follows:

"*R905.2.4.2.* Impact resistance of asphalt shingles. Asphalt shingles shall be Class 4 impact resistant, tested in accordance with UL 2218, and installed in accordance with the manufacturer's installation instructions.

Exceptions:

1. When an owner wishes to repair or replace existing asphalt shingles that are less than class 4 impact resistant with tiles of a similar color or style, and there are no class 4 impact resistance shingles available of similar color or style, the building official may approve alternate materials that are less than class 4 impact resistant, so long as the replacement shingles are the highest class of impact resistant shingles available that match the color or style of the existing shingles. If no impact resistant materials are available, the building official may approve non-impact resistant materials that meet all other applicable requirements of this Code.

2. For repairs or additions not exceeding 100 sq. ft. to existing asphalt shingles that are less than class 4 impact resistant, the owner may use the same or similar materials regardless of impact resistance of the new shingles."

Sec 18-192. -IRC- Chapter 11 [RE] Energy Efficiency.

Chapter 11 Chapter 11 [RE] Energy Efficiency, is hereby deleted in its entirety and replaced to read as follows:

"Chapter 11 Energy Efficiency. Energy efficiency for residential buildings as constructed per the provisions of this code shall follow the Colorado Low Energy and Carbon Code, Based on the 2024 International Code Council Energy Conservation Code (LECC) Residential provisions as adopted by the City of Arvada."

Sec. 18-193. – IRC – Section M1414.1, General.

Section M1414.1. General, is hereby amended in its entirety to read as follows:

"M1414.1. General. Fireplace stoves shall be *listed*, *labeled,* and installed in accordance with the terms of the listing. Fireplace stoves shall be tested in accordance with UL 737.

Wood burning *appliances* shall meet the latest emission standards as required by the State of Colorado and Federal Regulation 40 CFR Part 60, Subpart AAA."

Sec. 18-194. – IRC – Section G2417.4.1, Test pressure.

Section G2417.4.1. Test pressure, is hereby amended in its entirety to read as follows:

"*G2417.4.1. Test pressure.* The test pressure to be used shall be no less than 1 ½ times the proposed maximum working pressure, but not less than 10 psig (69 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe."

Sec. 18-195. – IRC – Section G2422.1, Connecting appliances.

Section G2422.1. Connecting appliances, is hereby amended by adding subsection (8) to read as follows:

"*8.* Gas piping to all appliances installed on ground supported concrete slabs or floors shall provide for a minimum vertical movement of 4 inches of the appliance by the use of approved metal appliance connectors or other methods approved by the building official."

Sec. 18-196. – IRC – Section P2501.1, Scope.

Section P2501.1. Scope, is hereby amended by adding a second paragraph to read as follows:

"Any amendment to a technical provision of the 2024 I.P.C. or successor code that is adopted by the State of Colorado shall also apply within Arvada. To the extent of any conflict between a state technical amendment and one adopted solely by Arvada, the state amendment to the I.P.C. shall control."

Sec. 18-197. – IRC – Section P2603.5.1, Sewer depth.

Section P2603.5.1. Sewer depth, is hereby amended in its entirety to read as follows:

"*P2603.51. Sewer Depth. Building sewers* that connect to public sewage disposal systems shall be not less than (36) inches (304.8 mm) below grade and shall follow the city of Arvada Engineering Standards where applicable.

Exception: Unless technically infeasible due to site constraints or existing conditions do not allow for thirty-six(36) inches (304.8 mm) of bury depth. Subject to approval from the building official."

Sec. 18-198. – IRC – Section P2705.1, General.

Section P2705.1. General, is hereby amended by adding subsection (9) to read as follows:

"9. Unions or an approved means of disconnect shall be installed in the water supply piping within twelve (12) inches (305 mm) and on each side of the regulating equipment, water heating, conditioning tanks, and similar equipment which may require service by removal or replacement."

Sec. 18-199. – IRC – Section P27191.2, Floor drains required locations.

Section P2719.2 Floor Drains Required Locations, is hereby added to read as follows:

"*P2719.2 Floor Drains Required Locations.* Floor drains shall be installed where all portions of a floor level, finished or not, is entirely below finish grade level at all points and that area has therein a water heater, a steam or hot water boiler, or water connections for a clothes washer. Floor drains shall be located in full view at all times and readily accessible for servicing."

Sec. 18-200. – IRC – Section P3005.2.12, Dead ends.

Section P3005.2.12. Dead ends, is hereby added to read:

"*P3005.2.12 Dead ends*. Dead ends shall be prohibited except where necessary to extend a cleanout or as an *approved* part of a rough-in more than 2 feet (610 mm) in length."

Sec. 18-201. - IRC Section P3009, Graywater Soil Absorption System.

Section P3009. General, is hereby deleted in its entirety.

Sec. 18-202. - IRC Section P3201.4.1, Private Garage Floor Drains.

Section P3201.4.1. Private Garage Floor Drains, is added to read as follows:

"*P3201.4.1. Private Garage Floor Drains.* Private garages in which servicing, repair, or washing of vehicles is not conducted, and in which gasoline is not dispensed, shall not require a separator, unless the garage drains into the sanitary sewer system. Areas of garages utilized only for storage of automobiles are not required to be drained through a separator, unless the garage drains into the sanitary sewer system."

Sec. 18-203. – IRC- Section BC101.1, Scope.

Section BC101.1 Scope, is hereby amended in its entirety to read as follows.

"*BC101.1 Scope*. Accessory dwelling units (ADUs) proposed to be added either within an existing residential construction or as an addition to existing residential construction, shall be in accordance with this appendix and other applicable requirements in this code, and the existing building together with the ADU shall not exceed the scoping limitations of Section R101.2."

Sec. 18-204. - IRC - Section BC101.1.1, Prohibited conditions.

Section BC101.1.1 Prohibited conditions, is hereby deleted in its entirety.

Sec. 18-205. - IRC - Section BC101.2, Conditions.

Section BC101.2 Conditions, is hereby amended in its entirety to read as follows:

> "*BC101.2 Conditions*. ADUs shall be permitted without requiring a *change of occupancy* where in compliance with all of the following:
>
> 1. An ADU shall be permitted within an existing single-family dwelling or attached to a single family dwelling that is within the scope of the International Residential Code.
> 2. An ADU shall be provided with adequate provisions for electricity, water supply and sewage disposal.
> 3. ADUs shall meet the definition of a dwelling unit per the International Residential Code
> 4. ADUs shall meet all applicable code requirements per the International Residential code and this appendix, as required by the building official."

Sec. 18-206. - IRC - Section BE103.1, General

Section BE103.1 General, is hereby amended in its entirety to read as follows:

> "*BE103.1. General*. The following construction techniques are intended to resist radon entry and prepare new buildings containing dwelling units for radon mitigation, if necessary (see Figure BE103). These techniques are required throughout the City of Arvada."

Secs. 18-207 - 18-254. Reserved."

Section 8. Article VII, International Energy Conservation Code, of Chapter 18, Buildings and Building Regulations, of the Arvada City Code, is hereby enacted by adopting by reference the 2024 edition of the International Residential Code, subject to the additions, amendments, and deletions set forth as follows:

"ARTICLE VII. INTERNATIONAL ENERGY CONSERVATION CODE

Sec. 18-255. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq.* and the Arvada City Charter, the Colorado Low Energy and Carbon Code, based on the International Energy Conservation Code, 2024 Edition, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478, is hereby adopted by reference and incorporated into the Arvada City Code.

The 2024 Colorado Low Energy and Carbon Code, based on the 2024 International Energy Conservation Code shall be known as the "LECC" or the "energy code" and may be referred to as such.

Sec. 18-256. – LECC – Section C101.1, Title.

Section C101.1. Title, is hereby amended as follows:

> "*C101.1. Title*, This code shall be known as the Low Energy and Carbon Code of the City of Arvada, and shall be cited as such. It is referred to herein as 'this code.'"

Sec. 18-257. – LECC – Section C103.1, Creation of enforcement agency.

Section 103.1 Creation of enforcement agency, is hereby amended to read as follows:

> "*103.1 Creation of enforcement agency*. The Building Safety Division is hereby created, and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Sec. 18-258. – LECC – Section C106, Fees.

Section 106.Fees, is hereby amended in its entirety to read as follows:

> *"106. Fees.* The fees for all work shall be as set forth in Sec. 18-42."

Sec. 18-259. – LECC – Section C109, Means of Appeals.

Section C109. Means of Appeals is hereby amended in its entirety to read as follows:

> "*C109.1 Board of Appeals*. Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36."

Sec. 18-260. – LECC- Section C401.2, Application.

Section C401.2 Application, is hereby amended to read as follows:

> *"C401.2. Application.* Commercial buildings shall comply with section C410 of the Colorado Model Low Energy and Carbon Code as published by the State of Colorado Energy Code Board September 2, 2025, and one of the following: Section C401.2.1 or C401.2.2."

Sec. 18-261. – LECC – Section R403.5.1, Heated Water Circulation and Temperature Maintenance Systems.

Section R403.5.1, Heated water circulation and temperature maintenance systems is amended to read as follows:

> *"R403.5.1 Heated water circulation and temperature maintenance systems.*
> Where installed, Heated water circulation systems shall be in accordance with Section R403.5.1.1. Where installed, Heat trace temperature maintenance systems shall be in accordance with Section R403.5.1.2. Where required, Automatic controls, temperature

sensors and pumps shall be in a location with access. Manual controls shall be in a location with ready access."

Sec. 18-262. – LECC – Section C405.2.10.2, Sleeping units in congregate living facilities.

*Section C405.2.10.2. Sleeping units in congregate living facilities,*is hereby amended to read as follows:

"C405.2.10.2 Sleeping Units in Congregate Living Facilities. Sleeping Units in congregate living facilities shall be provided with The following controls:

(1) Lighting in bathrooms shall be controlled by an occupant sensor control that automatically turns off lights within 20 minutes after all occupants have left the space.
(2) Each unit shall have a manual control by the entrance that turns off all lighting and where installed, switched receptacles in the unit, except for lighting in bathrooms and kitchens. The manual control shall be marked to indicate its function."

Sec. 18-263. – LECC – Section C405.15, Renewable energy systems.

Section C405.15. Renewable energy systems, is hereby deleted in its entirety.

Sec 18-264. – LECC – Section C410.4.3, Commercial Solar Panel Capacity.

Section C410.4.3 Commercial Solar Panel Capacity, is hereby amended to remove the exception.

Sec. 18-265. – LECC – Section R101.1, Title.

Section R101.1. Title, is hereby amended as follows:

"*R101.1. Title*, This code shall be known as the International Energy Conservation Code of the City of Arvada, and shall be cited as such. It is referred to herein as 'this code.'"

Sec. 18-266. – LECC – Section R103.1, Creation of enforcement agency.

Section 103.1 Creation of enforcement agency, is hereby amended to read as follows:

"*103.1 Creation of agency*. The Building Safety Division is hereby created, and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code."

Sec. 18-267. – LECC – Section R106, Fees.

Section R106. Fees, is hereby amended in its entirety to read as follows:

"R106. Fees. The fees for all work shall be as set forth in Sec. 18-42."

Sec. 18-268. – LECC – Section R109, Means of Appeals.

Section R109. Means of Appeals is hereby amended in its entirety to read as follows:

> *"R109.1 Board of Appeals.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36."

Sec. 18-269. – LECC- Section R401.2, Application.

Section R401.2. Application is hereby amended in its entirety to read as follows:

> "*R401.2. Application.* Residential buildings shall comply with section R409 of the State of Colorado Model Low Energy and Carbon Code, and either Sections R401.2.1, R401.2.2, <u>or</u> R401.2.3
>
> > Exception: Additions, alterations, repairs and changes of occupancy to existing buildings complying with Chapter 5."

Sec. 18-270. – LECC – Section R403.5.1, Heated Water Circulation and Temperature Maintenance Systems.

Section R403.5.1, Heated water circulation and temperature maintenance systems is hereby amended to read as follows:

> *"R403.5.1 Heated water circulation and temperature maintenance systems.* Where installed, Heated water circulation systems shall be in accordance with Section R403.5.1.1. Where installed, Heat trace temperature maintenance systems shall be in accordance with Section R403.5.1.2. Where required, Automatic controls, temperature sensors and pumps shall be in a location with access. Manual controls shall be in a location with ready access."

Secs. 18-271 - 18-284. Reserved."

<u>Section 9.</u> Article VIII, International Existing Building Code, of Chapter 18, Buildings and Building Code Regulations, of the Arvada City Code is hereby enacted by adopting by reference the 2024 International Existing Building Code, subject to the additions, amendments, and deletions set forth as follows:

"ARTICLE VIII. INTERNATIONAL EXISTING BUILDING CODE

Sec. 18-285. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq*. and the Arvada City Charter, the International Existing Building Code, 2024 Edition, including Appendices B and E, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478 is hereby adopted by reference and incorporated into the Arvada City Code.

The 2024 International Existing Building Code shall be known as the "IEBC" or the "existing building code" and may be referred to as such.

Sec. 18-286. – IEBC – Section 101.1, Title.

Section 101.1. Title, is hereby amended to read as follows:

> "*101.1. Title*. This code shall be known as the International Existing Building Code of the City of Arvada, hereinafter referred to as "this code.""

Sec. 18-287. – IEBC – Section 101.2, Scope.

Section 101.2. Scope, is hereby amended in its entirety to read as follows:

> "*101.2. Scope.* The provisions of the I.E.B.C. shall apply to the repair, alteration, change of occupancy, and relocation of existing buildings. Anywhere the word "addition" is used in the I.E.B.C. in reference to new construction in an existing building, that construction shall be regulated by the most recent edition of the *International Building Code* or the *International Residential Code*, as applicable and as adopted and amended by Arvada."

Sec. 18-288. – IEBC – Section 101.3, Purpose.

Section 101.3. Purpose, is hereby amended by adding a second paragraph to read as follows:

> "Additions or alterations shall not be made to an existing building or structure when such existing building or structure is not in full compliance with the provisions of this code except when such addition or alteration will result in the existing building or structure being no more hazardous based on life safety, fire safety, and sanitation, than before such additions or alterations are undertaken."

Sec. 18-289. – IEBC – Section 103.1, Creation of agency.

Section 103.1 Creation of agency, is hereby amended to read as follows:

> "*103.1 Creation of agency*. The Building Safety Division is hereby created, and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Sec. 18-290. – IEBC – Section 105.5, Expiration.

Section 105.5. Expiration, is hereby amended in its entirety to read as follows:

> *"105.5. Expiration.* Expiration of permits shall be as set forth in Sec. 18-39(f)."

Sec. 18-291. – IEBC – Section 108, Fees.

Section 108. Fees, is hereby amended in its entirety to read as follows:

> *"108. Fees.* The fees for all work shall be as set forth in Sec. 18-42."

Sec. 18-292. – IEBC – Section 112, Means of Appeals.

Section 112. Means of Appeals, is hereby amended in its entirety to read as follows:

> "*112. Means of Appeals.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36."

Sec. 18-293. – IEBC – Section 113.4, Violation penalties.

Section 113.4. Violation penalties, is hereby amended in its entirety to read as follows:

> "*113.4. Violation penalties.* Any violation of the I.E.B.C. shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in Section 1-5 of the Arvada City Code."

Secs. 18-294 - 18-316. Reserved."

Section 10. Article IX, International Fuel Gas Code, of Chapter 18, Buildings and Building Code Regulations, of the Arvada City Code is hereby enacted by adopting by reference the 2024 International Fuel Gas Code, subject to the additions, amendments, and deletions set forth as follows:

"ARTICLE IX. INTERNATIONAL FUEL GAS CODE

Sec. 18-317. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq*. and the Arvada City Charter, the International Fuel Gas Code, 2024 Edition, including Appendices A and B, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478, is hereby adopted by reference and incorporated herein into the city Code.

The 2024 International Fuel Gas Code shall be known as the "IFGC" or the "fuel gas code" and may be cited and referred to as such.

Sec. 18-318. – IFGC – Section 101.1, Title.

Section 101.1. Title, is hereby amended to read as follows:

> *"101.1. Title*. These regulations shall be known as the *Fuel Gas Code* of the City of Arvada, hereinafter referred to as "this code.""

Sec. 18-319. – IFGC – Section 103.1, Creation of agency.

Section 103.1 Creation of agency, is hereby amended to read as follows:

"*103.1 Creation of agency*. The Building Safety Division is hereby created, and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code."

Sec. 18-320. – IFGC – Section 105.5.3, Expiration.

Section 105.5.3. Expiration, is hereby amended in its entirety to read as follows:

"105.5.3. Expiration. Expiration of permits shall be as set forth in Sec. 18-39(f)."

Sec. 18-321. – IFGC – Section 105.5.4, Extensions.

Section 105.5.4. Extensions, is hereby deleted in its entirety.

Sec. 18-322. – IFGC – Section 106.1, Construction documents.

Section 106.1. Construction Documents, is hereby amended by adding a second paragraph to read as follows:

"Any permit applicant intending to provide combustion, ventilation, and dilution air by a method described in chapter 3 of the IFGC shall at the time of permit application, submit to the building official all calculations, drawings, and other information necessary to demonstrate compliance with code provisions governing such methods."

Sec. 18-323. – IFGC – Section 108, Fees.

Section 108. Fees, is hereby amended in its entirety to read as follows:

"*Section 108. Fees.* All fees shall be as set forth in Sec. 18-42."

Sec. 18-324. – IFGC – Section 112, Means of Appeal.

Section 112. Means of Appeal is hereby amended in its entirety to read as follows:

" *112 Means of Appeal.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36."

Sec. 18-325. – IFGC – Section 113.4, Violation penalties.

Section 113.4. Violation penalties, is hereby amended in its entirety to read as follows:

"*113.4. Violation penalties.* Any violation of the fuel gas code shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in Section 1-5 of the Arvada City Code."

Sec. 18-326. – IFGC – Section 406.4.1, Test pressure.

Section 406.4.1. Test pressure, is hereby amended in its entirety to read as follows:

> "*406.4.1. Test pressure.* The test pressure to be used shall be no less than 1 ½ times the proposed maximum working pressure, but not less than 10 psig (69 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe."

Sec. 18-327. – IFGC – Section 411.1, Connecting appliances.

Section 411.1. Connecting appliances, is hereby amended by adding subsection (10) to read as follows:

> "10. Gas piping to all appliances installed on ground supported concrete slabs or floors shall provide for a minimum vertical movement of 4 inches of the appliance by the use of approved metal appliance connectors or other methods approved by the building official."

Secs. 18-328 - 18-350. Reserved."

Section 11. Article X, International Mechanical Code, of Chapter 18, Buildings and Building Code Regulations, of the Arvada City Code is hereby enacted by adopting by reference the 2024 International Mechanical Code, subject to the additions, amendments, and deletions set forth as follows:

"ARTICLE X. INTERNATIONAL MECHANICAL CODE

Sec. 18-351. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq.* and the Arvada City Charter, the International Mechanical Code, 2024 Edition, including Appendix A, D and E published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478, is hereby adopted by reference and incorporated into the city Code.

The 2024 International Mechanical Code shall be known as the "IMC" or the "mechanical code", and may be referred to as such.

Sec. 18-352. – IMC – Section 101.1, Title.

Section 101.1. Title, is hereby amended to read as follows:

> "*101.1. Title.* These regulations shall be known as the Mechanical Code of the City of Arvada, hereinafter referred to as "this code.""

Sec. 18-353. – IMC – Section 103.1, Creation of agency.

Section 103.1 Creation of agency, is hereby amended to read as follows:

"*103.1 Creation of agency*. The Building Safety Division is hereby created, and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Sec. 18- 354. – IMC – Section 105.4.3, Expiration.

Section 105.4.3. Expiration, is hereby amended in its entirety to read as follows:

"105.4.3. Expiration. Expiration of permits shall be as set forth in Sec. 18-39(f)."

Sec. 18- 355. – IMC – Section 105.4.4, Extensions.

Section 105.4.4. Extensions, is hereby deleted in its entirety.

Sec. 18- 356. – IMC – Section 108, Fees.

Section 108. Fees, is hereby amended in its entirety to read as follows:

"108. Fees. The fees for all work shall be as set forth in Sec. 18-42."

Sec. 18- 357. – IMC – Section 111.2, Required inspections and testing.

Section 111.2. Required inspections and testing, subsection (2) is hereby amended to read as follows:

"2. A rough mechanical inspection shall be made prior to rough frame inspection and after the roof and roof covering, framing, fire-blocking, and bracing are in place, and all vents, duct systems, piping, and HVAC equipment is properly installed, including all vents, exhausts, and intakes extended through the completed roof and walls."

The remainder of the section to remain unchanged.

Sec. 18-358. – IMC – Section 112, Means of Appeal.

Section 112. Means of Appeal is hereby amended in its entirety to read as follows:

"*112 Means of Appeal.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36."

Sec. 18-359. – IMC - Section 113, Board of Appeals.

Section 113. Board of Appeals is hereby deleted in its entirety.

Sec. 18-360. – IMC – Section 114.4, Violation penalties.

Section 114.4. Violation penalties, is hereby amended in its entirety to read as follows:

> "*114.4. Violation penalties.* Any violation of the mechanical code shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in Section 1-5 of the Arvada City Code."

Sec. 18-361. – IMC – Section 507.1.2, Domestic cooking appliances used for commercial purposes.

Section 507.1.2. Domestic cooking appliances used for commercial purposes, is hereby amended by adding an exception to read as follows:

> *"*Exception: When a single piece of residential cooking equipment is installed within Groups A, B, E, F, I, S and R-4 occupancies for use in warming and cooking purposes and where grease laden vapors are not produced, a residential type hood with fire suppression capabilities may be installed in place of a Type I hood after review by and with the approval of the fire code official and building code official. A Commercial Cooking Hood Waiver Request form is available from the building safety division."

The remainder of the section remains unchanged.

Sec. 18- 362. – IMC – Section 507.2, Type I hoods.

Section 507.2. Type I hoods, is hereby amended by adding a second paragraph to read as follows:

> "For the purpose of this section, a commercial application shall include any building or portion thereof used for the processing of food, but shall not include equipment installed within a dwelling unit, unless the equipment is of a commercial type and its listing requires a hood. An employee lounge in conjunction with an office use or other similar uses where warming is done in a microwave, toaster ovens or similar counter top appliances are excluded from the hood requirements. Warming ovens and small baking ovens used for cookies and breads that generate small amounts of heat are also exempt from the hood requirements, unless otherwise required by their listing. All appliances are to be installed in accordance with their listings and approvals, and all appliances are subject to review and approval by the building official and the fire marshal in determining whether a hood is required or not."

The remainder of this section remains unchanged.

Sec. 18- 363. – IMC – Section 603.19, Vibration isolators.

Section 603.19. Vibration isolators, is hereby added to read as follows:

> "*603.19. Vibration Isolators.* When equipment is supported by a concrete floor slab, vibration isolators shall be installed between mechanical equipment and metal ducts and shall be of an approved material not less than three inches (75 mm) nor more than ten inches (254 mm) in length."

Secs. 18- 364 - 18-385. Reserved."

Section 12. Article XI, International Plumbing Code, of Chapter 18, Buildings and Building Code Regulations, of the Arvada City Code is hereby enacted by adopting by reference the 2024 International Plumbing Code, subject to the additions, amendments, and deletions set forth as follows:

"ARTICLE XI. INTERNATIONAL PLUMBING CODE

Sec. 18-386. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq.* and the Arvada City Charter, the International Plumbing Code, 2024 Edition, including Appendices B, C, and D, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478, is hereby adopted by reference and incorporated into the Arvada City Code.

The 2024 International Plumbing Code shall be known as the "IPC" or the "plumbing code" and may be cited and referred to as such.

Sec. 18-387. – IPC – Section 101.1, Title.

Sec. 101.1. Title, is hereby amended to read as follows:

> *"101.1. Title.* These regulations shall be known as the International Plumbing Code of the City of Arvada hereinafter referred to as "this code.""

Sec. 18-388. – IPC – Section 101.5, Engineering standards.

Section 101.5. Engineering standards, is hereby added to read as follows:

> "*101.5. Engineering standards.* All references to "Arvada Engineering Standards" shall be to the City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements, as adopted by reference into the city Code at A.C.C. section 78-261 or any successor ordinance."

Sec. 18-389. – IPC – Section 101.6, State technical amendments.

Section 101.6. State technical amendments, is hereby added to read as follows:

> "*101.6. State technical amendments.* Any amendment to a technical provision of the 2024 IPC or successor code that is adopted by the State of Colorado shall also apply within Arvada. To the extent of any conflict between a state technical amendment and one adopted solely by Arvada, the state amendment to the IPC shall control."

Sec. 18-390. – IPC – Section 103.1, Creation of agency.

Section 103.1 Creation of agency, is hereby amended to read as follows:

"*103.1 Creation of agency*. The Building Safety Division is hereby created, and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code."

Sec. 18- 391. – IPC – Section 105.5.3, Expiration.

Section 105.5.3. Expiration, is hereby amended in its entirety to read as follows:

"105.5.3. Expiration. Expiration of permits shall be as set forth in Sec. 18-39(f)."

Sec. 18- 392. – IPC – Section 105.5.4, Extensions.

Section 105.5.4 Extensions, is hereby deleted in its entirety.

Sec. 18- 393. – IPC – Section 108, Fees.

Section 108 Fees, is hereby amended in its entirety to read as follows:

"108 Fees. The fees for all plumbing work shall be as set forth in Sec. 18-42."

Sec. 18- 394. – IPC – Section 112, Means of Appeal.

Section 112. Means of Appeal, is hereby amended in its entirety to read as follows:

"*112 Means of Appeal.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36."

Sec. 18-395. – IPC - Section 113, Board of Appeals.

Section 113. Board of Appeals is hereby deleted in its entirety.

Sec. 18- 396. – IPC – Section 114.4, Violation penalties.

Section 114.4. Violation penalties is hereby amended in its entirety to read as follows:

"*114.4. Violation penalties.* Any violation of the plumbing code shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in Section 1-5 of the Arvada City Code."

Sec. 18-397. – IPC – Section 305.4.1, Sewer depth.

Section 305.4.1. Sewer depth is hereby amended in its entirety to read as follows:

"*305.4.1. Sewer depth. Building sewers* that connect to public sewage disposal systems shall be not less than (36) inches (304.8 mm) below grade and shall follow the city of Arvada Engineering Standards where applicable.

Exception: Unless technically infeasible due to site constraints or existing conditions do not allow for twelve (36) inches (304.8 mm) of bury depth. Subject to approval from the building official."

Sec. 18-398. – IPC – Section 312.7, Gravity sewer test.

Section 312.7. Gravity sewer test, is hereby amended in its entirety to read as follows:

"*312.7. Gravity sewer test.* Gravity sewer tests shall be conducted as set forth in the Arvada Engineering Standards."

Sec. 18-399. – IPC – Section 312.8, Forced sewer test.

Section 312.8. Forced sewer test, is hereby amended in its entirety to read as follows:

"*312.8. Forced sewer test.* Forced sewer tests shall be conducted as set forth in the Arvada Engineering Standards."

Sec. 18-400. – IPC – Section 405.1.1, Unions.

Section 405.1.1. Unions, is hereby added to read as follows:

"*405.1.1. Unions.* Unions or an approved means of disconnect shall be installed in the water supply piping within twelve (12) inches (305 mm) and on each side of the regulating equipment, water heating, conditioning tanks, and similar equipment which may require service by removal or replacement."

Sec. 18- 401. – IPC – Section 413.2.1, Floor drain traps.

Section 413.2.1. Floor drain traps, is hereby added to read as follows:

"*413.2.1. Floor drain traps.* Floor drains shall be installed in all grade occupancies where all portions of a floor level, finished or not, is not entirely below finish grade level at all points and that area has therein a water heater, a steam or hot water boiler, or water connections for a clothes washer. Floor drains shall be located in full view at all times and readily accessible for servicing."

Sec. 18- 402. – IPC – Section 603.1, Size of water service pipe.

Section 603.1. Size of water service pipe, is hereby amended in its entirety to read as follows:

"*603.1. Size of water service pipe.* The water service pipe shall be sized as set forth in the Arvada Engineering Standards."

Sec. 18- 403. – IPC – Section 603.2, Separation of water service and building sewer.

Section 603.2. Separation of water service and building sewer is hereby amended in its entirety to read as follows:

> "*603.2. Separation of water service and building sewer.* Water service pipe and the building sewer shall be separated as set forth in the Arvada Engineering Standards."

Sec. 18-404. – IPC – Section 605.3, Water service pipe.

Section 605.3. Water service pipe, is hereby amended in its entirety to read as follows:

> "*605.3. Water service pipe.* Water service pipe, shall conform to the standards set forth in the Arvada Engineering Standards."

Sec. 18-405. – IPC – Table 605.3, Water service pipe.

Table 605.3. Water service pipe, is hereby deleted.

Sec. 18- 406. – IPC – Section 701.2, Connection to sewer required.

Section 701.2. Connection to sewer required, is hereby amended by adding a second paragraph to read as follows:

> "The public sewer shall not be available when such public sewer or any building or any exterior drainage facility connected thereto is located more than 400 feet (121,920 mm) from any proposed building or exterior drainage facility on any lot or premises which abuts and is served by such public sewer."

The remainder of the section remains unchanged.

Sec. 18- 407. – IPC – Section 701.3, Separate sewer connections.

Section 701.3. Separate sewer connections, is hereby amended in its entirety to read as follows:

> "*701.3. Separate sewer connections.* Separate sewer connections shall be required as set forth in Chapter 102, Utilities, of the Arvada City Code."

Sec. 18- 408. – IPC – Section 701.5, Damage to drainage system or public sewer.

Section 701.5. Damage to drainage system or public sewer, is hereby amended in its entirety to read as follows:

> "*701.5. Damage to drainage system or public sewer.* Wastes detrimental to the public sewer system or to the functioning of the sewage-treatment plant shall be treated and disposed of in accordance with the requirements of chapter 102, Utilities, of the Arvada City Code as may be from time to time amended."

Sec. 18- 409 – IPC – Section 701.6, Tests.

Section 701.6. Tests, is hereby amended in its entirety to read as follows:

> "*701.6. Tests.* The sanitary drainage system shall be tested in accordance with the Arvada Engineering Standards."

Sec. 18- 410. – IPC – Section 702.3, Building sewer pipe.

Section 702.3. Building sewer pipe, is hereby amended in its entirety to read as follows:

> "*702.3. Building sewer pipe.* Building sewer pipe material and standards shall conform to the Arvada Engineering Standards."

Sec. 18- 411. – IPC – Table 702.3, Building sewer pipe.

Table 702.3. Building sewer pipe, is hereby deleted and amended in its entirety to read as follows:

> "*Table 702.3. Building sewer pipe.* Building sewer pipe material and standards shall be as set forth in the Arvada Engineering Standards."

Sec. 18- 412. – IPC – Section 703.1, Building sewer pipe near the water service.

Section 703.1. Building sewer pipe near the water service, is hereby amended in its entirety to read as follows:

> "*703.1. Building sewer pipe near the water service.* Building sewer pipe near the water service shall conform to the Arvada Engineering Standards."

Sec. 18- 413. – IPC – Section 703.2, Drainage pipe in-filled ground.

Section 703.2. Drainage pipe in-filled ground, is hereby amended in its entirety to read as follows:

> "*703.2. Drainage pipe in-filled ground.* When a building sewer or building drain is installed on filled or unstable ground, the drainage pipe shall conform to the Arvada Engineering Standards."

Sec. 18- 414. – IPC – Section 703.3, Sanitary and storm sewers.

Section 703.3. Sanitary and storm sewers, is hereby amended in its entirety to read as follows:

> "*703.3. Sanitary and storm sewers.* Where separate systems of sanitary drainage and storm drainage are installed in the same property, the sanitary and storm building sewers shall be installed as set forth in the Arvada Engineering Standards."

Sec. 18- 415. – IPC – Section 703.4, Existing building sewers and building drains.

Section 703.4. Existing building sewers and building drains, is hereby amended in its entirety to read as follows:

"*703.4 Existing building sewers and building drains.* Existing building sewers and drains shall connect with new building sewers and drainage systems in accordance with the Arvada Engineering Standards."

Sec. 18- 416. – IPC – Section 703.5, Cleanouts on building sewers.

Section 703.5. Cleanouts on building sewers, is hereby amended in its entirety to read as follows:

"*703.5. Cleanouts on building sewers.* Cleanouts on building sewers shall be located as set forth in the Arvada Engineering Standards."

Sec. 18-417. – IPC – Section 704.5, Dead ends.

Section 704.5. Dead ends, is hereby added to read as follows:

"*704.5. Dead ends.* Dead ends shall be allowed only in conformance with Arvada Engineering Standards. Cleanout extensions and approved future fixture drainage piping shall not be considered as dead ends."

Sec. 18-418. – IPC – Table 706.3, Fittings for change in direction.

Table 706.3 is hereby amended in its entirety to read as follows:

TABLE 706.3
FITTINGS FOR CHANGE IN DIRECTION

TYPE OF FITTING PATTERN	CHANGE IN DIRECTION		
	HORIZONTAL TO VERTICAL	VERTICAL TO HORIZONTAL	HORIZONTAL TO HORIZONTAL
Sixteenth bend	X	X	X
Eighth bend	X	X	X
Sixth bend	X	X	X
Quarter bend	X	--------[a]	--------[a]
Short sweep	X	--------[a,b]	--------[a]
Long sweep	X	X	X
Sanitary tee	X[c]	-------	------
Wye	X	X	X
Combination wye and eighth bend	X	X	X

For SI: 1 inch = 25.4 mm.
a. The fittings shall only be permitted for a 2-inch or smaller fixture drain.
b. Three inches or larger—fixture drain.
c. For a limitation on double sanitary tees, see Section 706.3.

Sec. 18-419. – IPC – Section 708.1.2, Building sewers.

Section 708.1.2. Building sewers, is hereby amended in its entirety to read as follows:

"*708.1.2. Building sewers.* Building sewer cleanouts and manholes shall be located and installed as set forth in the Arvada Engineering Standards. Manholes and manhole covers shall be of an approved type as set forth in the Arvada Engineering Standards."

Sec. 18- 420 – IPC – Section 712.3.3, Discharge pipe and fittings.

Section 712.3.3. Discharge pipe and fittings, is hereby amended by adding a second paragraph to read as follows:

"When sub-soil drainage systems are installed and are discharged into an approved sump or receiving tank, they shall be discharged in a satisfactory manner within the yard area of the building. The discharge from sump pumps shall not be directly or indirectly discharged into or connected in any manner to the sanitary sewer system."

Sec. 18-421. – IPC – Section 714.1, Sewage backflow.

Section 714.1. Sewage backflow, is hereby amended in its entirety to read as follows:

"*714.1. Sewage backflow.* A backwater valve may be installed in the building drain or horizontal branch serving fixtures installed on a floor with a finished floor elevation below the elevation of the manhole cover of the next upstream manhole in the public sewer. Plumbing fixtures installed on a floor with a finished floor elevation above the elevation of the manhole cover of the next upstream manhole in the public sewer shall not discharge through a backwater valve.

Exception: In existing buildings, fixtures above the elevation of the manhole cover of the next upstream manhole in the public sewer shall not be prohibited from discharging through a backwater valve."

Sec. 18- 422. – IPC – Section 903.1.1, Roof extension unprotected.

Section 903.1.1. Roof extension unprotected, is hereby amended in its entirety to read as follows:

"903.1.1 Roof extensions unprotected. Open vent pipes that extend through a roof shall be terminated not less than twelve (12) inches (152.4mm) above the roof."

Sec. 18- 423. – IPC – Section 912.1, Horizontal wet vent permitted.

Section 912.1. Horizontal wet vent permitted, is hereby amended in its entirety to read as follows:

"*912.1. Horizontal wet vent permitted.* Horizontal wet vents shall be located and installed in conformance with the requirements of the Colorado Plumbing Code."

Sec. 18- 424. – IPC – Section 1003.4.2.2, Garages and service stations.

Section 1003.4.2.2. Garages and service stations, is hereby amended in its entirety to read as follows:

"*1003.4.2.2. Garages and service stations*. When automobiles are serviced, greased, repaired, or washed or where gasoline is dispensed, oil separators shall have a capacity of not less than 6 cubic feet (0.168m³) for the first square 100 feet (9.3m²) of area to be drained, plus 1 cubic foot (0.028m³) for each additional 100 square feet (9.3m²) of area to be drained into the separator. Parking garages in which servicing, repair, or washing of vehicles is not conducted, and in which gasoline is not dispensed, shall not require a separator, unless the garage drains into the sanitary sewer system. Areas of commercial garages utilized only for storage of automobiles are not required to be drained through a separator, unless the garage drains into the sanitary sewer system."

Sec. 18- 425. – IPC – Chapter 14, Subsurface graywater soil absorption systems.

Chapter 14. Subsurface graywater soil absorption systems, is hereby deleted in its entirety.

Secs. 18- 426 - 18-454. Reserved."

Section 13. Article XII, International Property Maintenance Code, of Chapter 18, Buildings and Building Code Regulations, of the Arvada City Code is hereby enacted by adopting by reference the 2024 International Property Maintenance Code, subject to the additions, amendments, and deletions set forth as follows:

"ARTICLE XII. INTERNATIONAL PROPERTY MAINTENANCE CODE

Sec. 18-455. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq.* and the Arvada City Charter, the International Property Maintenance Code, 2009 Edition, published by the International Code Council, 5203 Leesburg Pike, Suite 600, Falls Church, VA 22041, is hereby adopted by reference and incorporated into the Arvada City Code.

The International Property Maintenance Code shall be known as the "IPMC" and may be referred to as such.

Sec. 18-456 – IPM – Section 101.1, Title.

Section 101.1. Title, is hereby amended in its entirety to read as follows:

"*101.1. Title.* These regulations shall be known as the International Property Maintenance Code of the City of Arvada, hereinafter referred to as "this code.""

Sec. 18-457. – IPMC – Section 103.1, Creation of agency.

Section 103.1 Creation of agency, is hereby amended to read as follows:

"*103.1 Creation of agency*. The Code Enforcement Department is hereby created, and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code."

Sec. 18-458. – IPMC – Section 104.1, Fees.

Section 104.1. Fees, is hereby amended to read as follows:

"*Section 104.1. Fees.* The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as established by the applicable governing authority and be published."

Sec. 18-459. – IPMC – Section 105.1, General.

Section 105.1. General, is hereby amended by adding a sentence to the end of the section to read as follows:

"For purposes of enforcement of the IPMC, the code official shall include the Chief of the Arvada Police Department and the Arvada Police Neighborhood Services Supervisor and their designees thereof."

Sec. 18- 460. – IPMC – Section 106, Means of Appeal.

Section 106. Means of Appeal is hereby amended in its entirety to read as follows:

"*106 Means of Appeal.* Appeals of orders, decisions, or determinations made by the code official relative to the application and interpretation of this code shall be in accordance with Section 106.1 through 106.2"

Sec. 18-461. – IPMC – Section 106.1, Application for appeal.

Section 106.1. Application for appeal, is hereby created to read as follows:

"*106.1. Application for appeal.* Appeals of municipal court matters shall be as set forth in applicable state and local rules. Appeals of nuisance abatement proceedings shall be as follows:

1. Appeal of any notice, order, or decision of the code official or a hearing officer related to any proceeding to determine or abate a nuisance or a nuisance property shall be as set forth in article III of chapter 38, Environment.

2. Appeal of any notice, order, or decision of the code official or a hearing officer related to any proceeding to abate a snow, ice, or slush nuisance shall be as set forth in article I of chapter 94, Streets, Sidewalks, and Certain Other Public Areas.

3. Appeal of any notice, order, or decision of the code official or hearing officer related to a proceeding to determine or abate weeds or noxious weeds shall be as set forth in article V of chapter 38, Environment.

4. Appeal of any notice, order, or decision of the code official or hearing officer related to a proceeding to determine or abate graffiti shall be as set forth in article IV of chapter 38, Environment.

5. Appeal of any notice, order, or decision of the code official related to a procedure to determine or abate rubbish or garbage shall be as set forth in article III of chapter 90, Solid waste.

6. Appeal of any notice, order, or decision of the code official or city manager related to the abatement of an unsafe structure or condition, or of unsafe building equipment, shall be as set forth in section 108.6 herein."

Sec. 18-462. – IPMC – Section 106.2, Board jurisdiction.

Section 106.2 Board Jurisdiction, is hereby created to read as follows:

"(A) The following violations are exclusively appealable to the Board of Adjustment subject to those limitations as set forth in Section 111.1:

301.3 - Vacant Structures and Land;
302.1 - Misc. Standing/Stagnant Water;
302.3 - Sidewalk/Driveway Maintenance;
302.3.1 - Parking Lots/Potholes;
302.4 - Weeds/Noxious Weeds;
302.7 - Maintenance of Fences;
302.8 - Inoperable/Unlicensed Vehicles;
302.8 - Vehicle Repairs on Street;
302.9 - Graffiti;
302.10 - Storage of Building Materials;
303.1 - Swimming Pools-Maintenance;
303.2 - Swimming Pool Enclosures; or
308 - All offenses involving the Accumulation and Disposal of Rubbish and Garbage as well as its Removal

(B) Those violations of the IPMC not listed above in subsection (A) shall be appealable to the Building Code Advisory Board subject to those limitations in section 111.1."

Sec. 18-463. – IPMC – Section 107.4, Violation penalties.

Section 107.4. Violation penalties, is hereby amended in its entirety to read as follows:

"*106.4. Violation penalties.* Any violation of the International Property Maintenance Code shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in section 1-5 of the Arvada City Code."

Sec. 18-464. – IPMC – Section 108.4, Failure to comply.

Section 108.4. Failure to comply, is hereby amended to read as follows:

"*108.4. Failure to comply*. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in section 1-5 of the Arvada City Code."

Sec. 18-465. – IPMC – Section 109.4, Notice.

Section 109.4. Notice, is hereby amended in its entirety to read as follows:

"*109.4. Notice.* Initiation of prosecution for a violation of this code shall be in accordance with section 18-39(d) of this chapter. Initiation of nuisance proceedings shall be as follows:

1. In any proceeding to determine, abate, or remove a nuisance or a nuisance property, notice shall be given as set forth in article III of chapter 38, Environment, and all proceedings conducted in accordance with that article.

2. In any proceeding to determine, abate, or remove a snow, ice, or slush nuisance, notice shall be given as set forth in article I of chapter 94, Streets, Sidewalks, and Certain Other Public Areas, and all proceedings conducted in accordance with that article.

3. In any proceeding to determine, abate, or remove weeds or noxious weeds, notice shall be given as set forth in article V of chapter 38, Environment, and all proceedings conducted in accordance with this article.

4. In any proceeding to determine, abate, or remove graffiti, notice shall be given as set forth in article IV of chapter 38, Environment, and all proceedings conducted in accordance with this article.

5. In any proceeding to determine, abate, or remove rubbish or garbage, notice shall be given as set forth in article III of chapter 90, Solid Waste, and all proceedings conducted in accordance with this article.

6. In any proceeding to determine, abate, or remove an unsafe structure or condition, or unsafe building equipment, notice shall be given as set forth in section 108.6 or 7, as is applicable, and all proceedings conducted in accordance with these sections."

Sec. 18-466. – IPMC – Section 109.4.1, Form.

Section 109.4.1. Form, is hereby amended to read as follows:

"*109.4.1. Form.* Such notice prescribed in Section 109.4 shall be in accordance with all of the following:

1. Be in writing;

2. Include a description of the real estate sufficient for identification;

3. Include a statement of the violation or violations and why the notice is being issued;

4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code;

5. Inform the property owner of the enforcement process including the appeals process as set forth in Section 18-481. – I.P.M.C. – Section 111.1 of this code; or

6. Include a statement of the right to file a lien in accordance with I.P.M.C. 107.3."

Sec. 18-467. – IPMC – Section 202, General definitions.

Section 202. General definitions, is hereby amended by adding or amending certain definitions to read as follows:

"*Dwelling unit*. Dwelling unit has the same meaning as that set forth in the Arvada Land Development Code, as may be from time to time amended.

Inoperable motor vehicle. A vehicle which cannot be driven upon the public streets for reasons including, but not limited to, not having a current license plate or tag, being wrecked, in a state of major disassembly, in a state of disrepair, or incapable of being moved under its own power.

Noxious weed. A plant or part thereof that meets one or more of the following criteria:

a) Aggressively invades or is detrimental to economic crops or native plant communities;

b) Is poisonous to livestock;

c) Is a carrier of detrimental insects, diseases, or parasites;

d) The direct or indirect effect of the presence of this plant is detrimental to the environmentally sound management of natural or agricultural ecosystems.

In addition, noxious weeds includes, but is not limited to the following types of plants:

Leafy Spurge (Euphorbia Esula), Canadian Thistle (Cirsium Arvense), Musk Thistle (Caduus Nutans), Russian Knapweed (Centaurea Repens), Diffuse

Knapweed (Centurea Diffusa), Spotted Knapweed (Centaurea Maculosa), and Purple Loosestrife (Lythrium Salicaria).

Rubbish. Combustible and noncombustible waste materials, except garbage, and including, but not limited to the residue from the burning of wood, coal, coke and other combustible materials, and paper, plastic, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, dust and other similar materials regardless of whether the item could be put to any reasonable use or has any claimed value. Rubbish shall also include household appliances, furniture, machinery, and car parts that are not stored within an enclosed structure. Items may be deemed to be rubbish regardless of whether the item could be put to any reasonable use or has any claimed value.

Weed. All grasses, annual plants and other vegetation more than 12 inches in height as measured from ground level.

Exceptions:

1. Trees;
2. Shrubs;
3. Cultivated flower or vegetable gardens;
4. Vegetation grown in an A-1 or R-CE zoning district for the purpose of crop production or as animal fodder; and
5. Plants of the Gramineae family (ornamental grasses) commonly used as part of an ornamental landscaping plan."

All other definitions contained in the General definitions section shall remain the same.

Sec. 18-468. – IPMC – Section 301.4, Code compliance administration service fees.

Section 301.4. Code compliance administration service fees, is hereby added to read as follows:

"*301.4. Code compliance administration service fees*. The code official shall charge those code compliance administration service fees as set forth in the land-use fees ordinance. Any such fees charged but not paid may be assessed against the property in accordance with the provisions of this chapter and of chapter 59, "Municipal Liens." These service fees are in addition to and separate from any fines or other penalty imposed by the Municipal Court for violation of any provision of this Code."

Sec. 18-469. – IPMC – Section 302.3.1, Parking lots.

Section 302.3.1. Parking lots, is hereby added to read as follows:

"*302.3.1. Parking lots.* All cracks, potholes, or other breaks in the surface of a parking lot shall be filled in and repaired promptly by the proprietor, who shall also take all other steps to ensure that the parking lot is reasonably available for use by the public."

Sec. 18-470. – IPMC – Section 302.3.2, Vegetation upon streets or sidewalks.

Section 302.3.2. Vegetation upon streets or sidewalks, is hereby added to read as follows:

> "*302.3.2. Vegetation upon streets or sidewalks.* No person shall permit vegetation or plant growth of any kind to obstruct, grow into or encroach upon streets or sidewalks."

Sec. 18-471. – IPMC – Section 302.3.3, Snow removal generally.

Section 302.3.3. Snow removal generally, is hereby added to read as follows:

> "*302.3.3. Snow removal generally*. The owner of any premises other than a one- or two-family dwelling unit, or agent thereof, shall remove from sidewalk and sidewalk areas snow, ice, or slush within 24 hours of the end of any snow fall or ice storm. For purposes of enforcement of this section 302.3.3, "sidewalk" means that portion of a street between the curb lines or the lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians. It also includes all other walkways wherever they may be located on the property, exterior stairs, driveways, parking spaces and similar areas.
>
> > *302.3.3.1. Snow removal for one- or two-family dwelling units*. The occupant, or if none, the owner of any one- or two-family dwelling unit shall remove from sidewalks, snow, ice, or slush within 24 hours of the end of any snow fall or ice storm. For purposes of enforcement this section 302.3.3.1, "sidewalk" means that portion of a street between the curb lines or the lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians."

Sec. 18-472. – IPMC – Section 302.4, Weeds.

Section 302.4. Weeds, is hereby amended and an exception has been added, the second paragraph remains unchanged and applicable:

> "*302.4. Weeds.* All premises and exterior property shall be maintained free from weeds or dead plant growth in excess of twelve (12) inches. All noxious weeds shall be prohibited. Removal of noxious weeds shall be done in such a manner that will minimize the reproduction of the noxious weeds.
>
> > Exception: Ornamental grasses may be cultivated in small plots as part of an overall ornamental landscaping plan, but in no case shall they be used as a ground cover over a substantial portion of a property."

Sec. 18-473. – IPMC – Section 302.8, Motor vehicles.

Section 302.8. Motor vehicles, is hereby amended in its entirety to read as follows:

> "*302.8. Motor vehicles.* Except as provided for in other regulations, no inoperable motor vehicle shall be parked, kept, or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception:

1. A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes. This exception shall not be construed to allow or justify a violation of rules relating to home occupations or other provisions of the zoning or city code."

Sec. 18-474. – IPMC – Section 302.8.1, Investigation.

Section 302.8.1. Investigation, is hereby added to read as follows:

"*302.8.1. Investigation*. The chief of police or designee thereof, including code enforcement managers or officers, is authorized to investigate any vehicle left at any place within the city which reasonably appears to be in violation of this section, or may be lost, stolen, or unclaimed. The chief of police or a designee thereof is hereby authorized to go onto private property for the purpose of making an investigation for any violation of this chapter for the purpose of determining ownership and condition of any vehicle reasonably appearing to be in violation of any provision of this code. In the event that the owner of such vehicle or the person in possession of the premises on which such vehicle is located cannot be found, then a summons and complaint alleging the violation of this section may be issued against the vehicle describing the same by make, year and model."

Sec. 18-475. – IPMC – Section 302.9, Defacement of property.

Section 302.9. Defacement of property, is hereby amended by adding a sentence to the end of the second paragraph to read as follows:

"All unlawful acts of graffiti defacement shall be charged in accordance with article VI, Graffiti, of chapter 62, Offenses, of the Arvada City Code. All proceedings to determine or abate graffiti vandalism shall be held in accordance with article IV, Graffiti, of chapter 38, Environment, of the Arvada City Code."

Sec. 18-476. – IPMC – Section 302.10, Storage of building materials.

Section 302.10. Storage of building materials, is hereby added to read as follows:

"3*02.10. Storage of building materials.* In any area zoned for residential purposes, it shall be unlawful to store outside and uncovered any building materials unless there is in force a valid building permit issued by the city for construction of a new, or modification of an existing, structure upon the property and said materials are intended for use in connection with such construction or modification. Building materials may be stored inside an enclosed building or may be stacked and covered in the rear of any residentially zoned property, out of view from any adjoining street, whether or not a building permit is in force. Building materials shall include, but shall not be limited to, lumber, bricks, concrete or cinderblocks, plumbing materials, electrical wiring or equipment, heating ducts or

equipment, shingles, mortar, concrete or cement, sand, gravel, dirt, rocks, nails, screws or any other materials used in construction or modifying any structure or property."

Sec. 18-477. – IPMC –Section 304.2, Appearance of structures and premises.

Section 304.2. Protective treatment, is hereby deleted in its entirety and replaced with *304.2 Appearance of structures and premises,* to read as follows:

"*304.2. Appearance of structures and premises.* The exterior appearance of structures and premises shall not be kept or maintained in a condition that clearly impairs the overall appearance of a neighborhood or is likely to diminish the value and reasonable enjoyment of adjacent properties. A condition that impairs the appearance of a neighborhood or the value and enjoyment of adjacent properties may be a single extreme deficiency, or it may be a combination of several deficiencies. Such deficiencies may include, without limitation: exterior surfaces such as doors, door and window frames, walls, cornices, porches, trim, balconies, decks and fences with deteriorated surface treatment over a substantial portion of the surface; poorly maintained landscaping; accumulation of rubbish, unused equipment, building materials, and other debris; broken or sagging fences."

Sec. 18-478. – IPMC – Section 304.14, Insect screens.

Section 304.14. Insect screens, is hereby amended to read as follows:

"*304.14 Insect screens.* In non-residential environments every door, window and other outside opening required for ventilation of food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed."

Sec. 18-479. - IPMC – Section 306.1, General.

Section 306.1. General, is hereby amended in its entirety to read as follows:

"*306.1. General.* The components of a structure and equipment therein shall be maintained structurally sound and in a sanitary condition.

306.1.1. Unsafe conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired replaced or demolished to comply with the International Building Code as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:

1.1. Collapse of footing or foundation system;

1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;

1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil or from the effects of groundwater.

2. Concrete that is deteriorated, deformed, fractured or otherwise defective in any structural element making such element unsafe.

Exception:

1. When substantiated otherwise by an approved method."

Sec. 18-480. - IPMC – Section 308.2 Disposal of rubbish.

Section 308.2. Disposal of rubbish, is hereby amended by adding a second paragraph to read as follows:

"The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, leakproof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal."

Sec. 18-481. – IPMC – Section 308.4, Removal of rubbish or garbage.

Section 308.4. Removal of rubbish or garbage, is hereby added to read as follows:

"*308.4. Removal of rubbish or garbage*. The owner, lessee, tenant or any other person having the right to possession of all or a portion of any premises shall provide for the removal of all rubbish or garbage from the premises at regular intervals. Removal of rubbish or garbage shall occur no less than once every thirty days, or more often if necessary to prevent a nuisance."

Sec. 18-482. – IPMC – Section 308.5, Residential areas.

Section 308.5. Residential areas, is hereby added to read as follows:

"*308.5. Residential areas.* No rubbish or garbage containers shall be stored in front of a residence, whether single-family or multiple-family, or in front of the residential building line closest to an adjacent street. Such containers shall be placed as close to curbside as possible without obstructing the sidewalk or street in front of a single-family dwelling or multiple-family dwelling for collection purposes, for a period not to exceed 24 consecutive hours once each week."

Sec. 18-483. – IPMC – Section 308.6, Other than residential areas.

Section 308.6. Other than residential areas, is hereby added to read as follows:

"*308.6. Other than residential areas.* The owner, lessee, tenant or any other person having the right to possession of all or a portion of any premises used for other than residential purposes shall provide adequate and accessible enclosures for the storage of rubbish and garbage containers. Said enclosures shall either be in an area fully contained within a building or be in an area fully screened from public view by masonry or solid noncombustible fencing at least six feet in height. Uses existing prior to August 12, 1980, shall be exempt from this provision."

Sec. 18-484. – IPMC – Section 308.7, Unlawful use of another's rubbish or garbage container.

Section 308.7. Unlawful use of another's rubbish or garbage container, is hereby added to read as follows:

"*308.7. Unlawful use of another's rubbish or garbage container*. It shall be unlawful for any person to put, place or dump rubbish or garbage in, on, under or around a rubbish or garbage container belonging to another except where written permission for such use is granted by the owner or lessee of the real property on which the dumpster or other rubbish or garbage container is located."

Sec. 18-485. – IPMC – Section 308.8, Abatement and removal.

Section 308.8. Abatement and removal, is hereby added to read as follows:

"*308.8. Abatement and removal.* All proceedings to determine, abate, or remove rubbish and/or garbage shall be done in accordance with article III, Abatement procedures for rubbish and garbage, of chapter 90, Solid Waste, of the Arvada City Code."

Sec. 18-486. – IPMC – Section 505.1, General.

Section 505.1. General, is hereby amended to read as follows:

"*505.1. General.* Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system or well. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code."

Sec. 18-487. – IPMC – Section 602.3, Heat supply

Section 602.3. Heat Supply, is hereby amended by adding the dates in the blanks of the first paragraph to read as follows:

"from September 1st to May 1st"

Sec. 18-488. – IPMC – Section 602.4, Occupiable work spaces

Section 602.4. Occupiable work spaces, is hereby amended by adding the dates in the blanks of the first paragraph to read as follows:

"from September 1st to May 1st"

Sec. 18-489. – IPMC – Chapter 8, Referenced standards.

Chapter 8. Referenced standards, is hereby amended by deleting the following ICC referenced standards:

1. ICC EC-06, ICC Electrical Code – Administrative Provisions; and
2. IZC EC-06, International Zoning Code.

All other referenced standards shall remain unchanged.

Secs. 18-490 – 18-549. Reserved."

Section 14. Article XIII, International Swimming Pool and Spa Code, of Chapter 18, Buildings and Building Code Regulations of the Arvada City Code, is hereby enacted by adopting by reference the 2024 International Swimming Pool and Spa Code, subject to the additions, amendments, and deletions set forth as follows:

"ARTICLE XIII. INTERNATIONAL SWIMMING POOL AND SPA CODE

Sec. 18-550. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq.* and the Arvada City Charter, the International Swimming Pool and Spa Code, 2024 Edition, published by the International Code Council, 5203 Leesburg Pike, Suite 600, Falls Church, VA 22041, is hereby adopted by reference and incorporated into the Arvada City Code.

The International Swimming Pool and Spa Code shall be known as the "ISPSC" and may be referred to as such.

Sec. 18-551. – ISPSC – Section 101.1, Title.

Section 101.1. Title, is hereby amended to read as follows:

> *"101.1. Title.* These regulations shall be known as the International Swimming Pool and Spa Code of the City of Arvada hereinafter referred to as "this code.""

Sec. 18-552. – ISPSC – Section 103.1, Creation of agency.

Section 103.1. Creation of agency, is hereby amended to read as follows:

> *"103.1. Creation of agency.* The Building Safety Division is hereby created and the official in charge thereof shall be known as the code official. The function of the agency

shall be the implementation, administration and enforcement of the provisions of this code."

Sec. 18-553. – ISPSC – Section 105.4.3, Expiration.

Section 105.4.3. Expiration, is hereby amended in its entirety to read as follows:

"105.4.3. Expiration. Expiration of permits shall be as set forth in Sec. 18-39(f)."

Sec. 18-554. – ISPSC – Section 105.4.4, Extensions.

Section 105.4.4. Extensions, is hereby deleted in its entirety.

Sec. 18-555. – ISPSC – Section 109, Fees.

Section 109. Fees, is hereby amended in its entirety to read as follows:

"109. Fees. The fees for all work shall be as set forth in Sec. 18-42."

Sec 18-556. – ISPSC – Section 112, Means of Appeals.

Section 112. Means of Appeals is hereby amended in its entirety to read as follows:

"*112 Means of Appeals.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36."

Sec. 18-557. – ISPSC – Section 113.4, Violation penalties.

Section 113.4. Violation penalties, is hereby amended in its entirety to read as follows:

"*113.4. Violation penalties.* Any violation of the international swimming pool and spa code shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in Section 1-5 of the Arvada City Code."

Sec. 18-558. – ISPSC – Section 305.8, Means of egress.

Section 305.8. Means of egress, is hereby amended in its entirety to read as follows:

"*305.8. Means of egress.* Public pools provided with barriers shall have means of egress as required by Chapter 10 of the *International Building Code*."

Sec. 18-559. – ISPSC – Section 410.1, Toilet facilities.

Section 410.1. Toilet facilities, is hereby amended in its entirety to read as follows:

"*410.1. Plumbing facilities.* Public swimming pools covered under the scope of this chapter, shall be provided with plumbing facilities having the required number of plumbing

fixtures in accordance with section 609 of the International Swimming Pool and Spa Code and the *International Plumbing Code*."

Secs. 18-560 – 18-569. Reserved."

Section 15. Article XIV, National Electrical Code, of Chapter 18, Buildings and Building Code Regulations, of the Arvada City Code, is hereby enacted as follows:

"ARTICLE XIV. NATIONAL ELECTRICAL CODE

Sec. 18-570. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq.* and the Arvada City Charter, the most current edition of the National Electrical Code (NEC), as it becomes published by the National Fire Protection Association and as may be updated from time to time, is hereby adopted as the electrical code of the City of Arvada."

Section 16. Should any provision of this ordinance be declared by a court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 17. This ordinance shall be effective on April 1st, 2026.

INTRODUCED, READ, AND ORDERED PUBLISHED this 3rd day of March, 2026.

PASSED, ADOPTED AND APPROVED this _____ day of March, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

Publication Dates: March 5, 2026

REDLINE/STRIKETHROUGH VERSION

FOR INFORMATION ONLY – NOT PART OF THE ORDINANCE

Underlined indicates new material

~~Strikethrough~~ indicates deleted material

ARTICLE I. IN GENERAL

Sec. 18-1. Rules of construction.

(a) *Scope.* Unless otherwise expressly stated, the following words and terms shall, for the purposes of this Code, have the meanings indicated in this chapter.

(b) *Interchangeability.* Words used in the present tense include the future; words in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

(c) *Terms defined in other codes.* Where terms are not defined in this Code such terms shall have meanings ascribed to them as in other code publications of the International Code Council (I.C.C.).

(d) *Terms not defined.* Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

Sec. 18-2. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building service equipment means any plumbing, mechanical, electrical, and elevator equipment including piping, wiring, fixtures, and other accessories which provide sanitation, lighting, heating, ventilation, cooling, refrigeration, firefighting, and transportation facilities essential to the occupancy of the building or structure for its designated use, or any swimming pool, spa, or hot tub equipment, or any elevator, escalator, or moving walk.

Chief building official or *building official* or *code official* means the city employee charged with the administration and enforcement of this Code and the technical codes, or his/her designees. For the purposes of enforcing the *International Property ~~Management~~Maintenance Code* (~~I.P.M.C.),~~IPMC), chief building official includes the Chief of the Arvada Police Department and the Arvada Police Neighborhood Services Supervisor and their designees.

Contractor means any person, firm, partnership, corporation, or organization that, for a fee or value received, undertakes to perform any of the operations governed by the technical codes.

Exception: If a public utility company or a water and sanitation or other similar district is engaged in the installation, operation, or maintenance of equipment that will be used for the production, generation, or distribution of the utility, product, or service from their source through the facilities owned or operated by such company or district to the point of customer service, neither such company or districts, nor employees thereof, shall be considered contractors.

Contractor also means a person performing work governed by this chapter for a fee or value received and for a person or entity that is appropriately licensed or registered.

Combination permit means a type of building permit that is issued to a general contractor and includes the subcontractor's valuation and fees as a part of the permit. Only a combination permit shall be issued where more than one (1) category of work is involved.

Exception: The building official may issue separate permits when a general contractor is not required for the scope of work involved, or when the building official finds good cause.

Electrical contractor means a person, firm, corporation, partnership, association, joint venture, or other entity that, for a fee, undertakes or offers to undertake for another the planning, laying out, supervising and installing or the making of additions, alterations, or repairs in the installation of wiring apparatus and equipment for electrical light, heat, or power. A registered professional engineer who plans or designs electrical installation shall not be classified as an electrical contractor.

General contractor means a person, firm, corporation, partnership, association, joint venture, or other entity that, for a fee, undertakes or offers to undertake for another the planning, supervising and installing or the making of additions, alterations, repairs to or constructs new structures, utilities, or rights of way and who first obtains a permit for a construction project that requires more than one (1) type of permit (i.e., a combination permit).

Radon mitigation contractor means a person, firm, corporation, partnership, association, joint venture, or other entity that, for a fee, undertakes or offers to undertake for another the planning, layout, supervising and installing or the making of additions, alterations, or repairs of a radon mitigation system to reduce the concentration of radon or radon progeny in the indoor environment of a building.

Special Inspector means a qualified person, firm, corporation, partnership, association, joint, venture, or other entity that is approved by the Chief Building Official as having the competence necessary to inspect a particular type of construction requiring special inspection. Special Inspectors are responsible for performing periodic or continuous inspections of materials, installation, fabrication, erection, or placement of components requiring special expertise to ensure compliance with the approved construction documents and applicable codes. Special Inspector's roles are independent of the contractor to ensure impartial verification of code compliance. Special Inspections may be required for but are not limited to areas identified in the technical codes including structural steel, welding, bolting, concrete, masonry, soils, wood construction, sprayed fire-resistant materials, mastic/intumescent fire-resistant coatings and other specialty type

inspections as designated by the Building Official.

Technical codes means those codes adopted by this jurisdiction containing the provisions for design, construction, alteration, addition, repair, removal, demolition, use, location, or occupancy, and maintenance of buildings, structures, building service equipment, utilities, and rights-of-way. It also includes the *International Fire Code* (I.F.C.).

Secs. 18-3— – 18-30. Reserved.

ARTICLE II. ADMINISTRATION

~~DIVISION 1. GENERAL AUTHORITY AND RESPONSIBILITIES~~

Sec. 18-31. General.

(a) *Title.* These regulations shall be known as the "“administrative code,",” may be cited as such, and will be referred to herein as "“this Code," either separately or in conjunction with the technical codes.

(b) *Purpose.* The purpose of this Code is to provide for the administration and enforcement of the technical codes adopted by this jurisdiction.

(c) *Copy on file.* At least one (1) copy of each technical code adopted by reference is on file in the office of the city clerk and may be inspected during regular business hours.

Sec. 18-32. Applicability.

(a) *General.* The provisions of this Code shall serve as the administrative, organizational, and enforcement rules and regulations for all technical codes within this chapter. These provisions shall apply to the site preparation, construction, installation, alteration, moving, demolition, enlargement, replacement, abatement, repair, use, occupancy, location, or maintenance of any building or structure, or part thereof, and building service equipment within this jurisdiction.

(b) *Conflicts.* In the event of a conflict between any provision of this administrative code and a provision contained in any of the technical codes, this Code shall prevail. In the event of a conflict between a technical code and an amendment to a technical code, the amendment shall prevail.

(c) *Conflicts between technical codes.* In the event of a conflict between any of the provisions of the technical codes, those provisions providing the greater safety to life shall prevail. In conflicts where sanitation, life safety, or fire safety are not involved, the most restrictive provision shall prevail.

(d) *Different materials.* Where, in a specific case, different sections of the technical codes specify different materials, methods of construction, or other requirements, the most

restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall prevail.

(e) *Other codes and standards.* Any code or standard referenced in the technical codes shall be considered part of the requirements of this ordinance to the prescribed extent of each such reference. Where differences occur between provisions of the technical codes and provisions of the referenced code or standard, the provision of the technical code shall prevail.

Exceptions:

1. Whenever a technical code references the ~~I.C.C.~~ICC Electrical Code, that reference shall be to the *National Electrical C*ode most recently adopted by Arvada.

2. Whenever a technical code references the ~~I.C.C.~~ICC Zoning Code, that reference shall be to the Arvada Land Development Code most recently adopted by Arvada.

(f) *Compatibility of ~~I.C.C.~~ICC Codes.* ~~I.C.C.~~ ICC codes are drafted and intended to be used in coordination with each other. Arvada recognizes the compatibility of ~~I.C.C.~~ICC codes. Arvada also recognizes that in many cases, portions of one ~~I.C.C.~~ICC technical code are excerpted in another technical code for ease of understanding and use. Excerpts from one technical code that appear in another technical code are designated by section numbers appearing in parentheses after each section number of the code in which the excerpts appear~~.~~
In cases where a provision from one technical code has been excerpted from another technical code, and where this code contains an amendment to, deletion of, or addition to such text, Arvada has endeavored to make the change to both the technical code from which the text was excerpted and the technical code in which the excerpted text appears. To the extent that this code contains an amendment to, deletion of, or addition to a section of a technical code which is either excerpted from or into another technical code, such amendment, deletion or addition shall be construed to apply to the corresponding technical code.

(g) *Appendices*. Any appendix of any technical code that is not specifically adopted by reference shall have no force or effect.

(h) *Department created.* Whenever any technical code refers to the creation of a department charged with or authorized to enforce this Code or any technical code, that reference shall be to the Arvada ~~building inspection division.~~Building Safety Division. The Arvada police department is authorized to enforce any provision of chapter 18 of the City Code.

Sec. 18-33. - Duties and powers of building official.

(a) ~~(a)~~ *General.* The building official is hereby authorized and directed to enforce all the provisions of this Code and the technical codes. For such purposes, the building official shall have the powers of a law enforcement officer.

(b) ~~(b)~~ *Notices and orders.* The building official may issue a notice or order to a permit holder or contractor whose work does not comply with this Code or the technical codes. The permit holder or contractor shall, within 30 calendar days of the date of the notice, complete all necessary work or repairs.

> Exception: Should a property owner prevent a contractor from obtaining inspections or completing corrective work by refusal to allow the contractor entry to the property or other reason, the contractor shall, within 30 calendar days of the date of the notice, file with the building official on company letterhead or on a form provided by the building official, notice of refusal to allow entry. The letter or form must be accompanied by copies of no fewer than two written notices from the contractor to the property owner seeking permission to allow entry for purposes of making corrections. The filing of such letter or form and accompanying documentation shall create a presumption that the contractor has complied with ~~his~~the contractor's responsibility under section 18-72~~ section 18-72(~~(i) to complete all work authorized by the permit. Although the building permit in such a case shall remain open until the work is completed and approved by the division, said open permit shall not provide the basis for denial of a contractor's license pursuant to section 18-71~~ section 18-71(~~(c)(2).

(c) *Record of action.* Documentation concerning the application of this Code and decisions or actions of the building official shall be kept in accordance with Arvada~~'~~'s adopted records retention schedule.

Secs. 18-34~~,~~ – 18-35. Reserved.

Sec. 18-36. Board of appeals.

(a) *General.* There is hereby created a board of appeals, also known as the ~~"building code advisory board."~~"Building Code Advisory Board." Whenever in this Code or in a technical code reference is made to an appeal from any written interpretation, decision, notice, or order, the ~~building code advisory board~~Building Code Advisory Board shall be the appellate body so designated. In this article, the ~~building code advisory board~~Building Code Advisory Board shall be referred to as the ~~"b~~"Board of ~~a~~Appeals,~~"~~" or ~~"b~~"Board.~~"~~"

(b) *Organization.* The ~~b~~Board shall consist of five (5) members who are appointed by ~~city council~~City Council and hold office at its pleasure. The building official and a fire code official designated by each fire protection district having jurisdiction within the territorial limits of Arvada shall be ex officio non-voting members of the ~~b~~Board. When meeting to hear and decide an appeal, or a case brought under section 18-37, the building official and a fire code official from the fire district having jurisdiction over the affected property shall be an ex officio non-voting member of the ~~b~~Board. The building official may serve as recording secretary to the ~~b~~Board, or designate another employee to serve as recording

secretary. The ~~b~~Board shall adopt reasonable rules of procedure for conducting meetings and hearings.

(c) *Qualifications.* The ~~b~~Board shall consist of members who are qualified by experience and training to pass upon matters pertaining to building construction and are not employees of the jurisdiction. When possible, the ~~b~~Board shall consist of representatives from the following fields: engineering, architecture, building construction, and building design.

(d) *Duties.* The ~~b~~Board shall:

(1) Advise the building official on the adoption of ordinances affecting buildings and building regulations and other related matters;

(2) Hear and decide appeals of:

~~a~~

i. A written interpretation, decision, notice, or order issued by the building official or designee;

~~b~~

ii. A written disapproval of a request for alternate material, design, or method of construction;

~~c~~

iii. An emergency suspension of a contractor~~'~~'s license imposed pursuant to section 18-38(c);

~~d~~

iv. A decision to deny an applicant a contractor~~'~~'s license or not renew a license made pursuant to section 18-71 except when such decision is based on an illegible or incomplete application;

(3) For a case brought under section 18-37, hear the case and decide whether there has been a violation of this code or the technical codes, and should a violation or violations be found, determine the most appropriate penalty in the case; and

(4) Hold hearings or other proceedings as set forth in this chapter.

(e) *Application.* Application for a ~~b~~Board hearing shall be made on forms furnished by the building official. Completed applications shall be submitted to the building official. In the case of an appeal, the application shall list all grounds of appeal and shall be accompanied by all documentation supporting the applicant~~'~~'s position with regard to every ground of appeal; those grounds of appeal not listed shall be deemed to be waived by the applicant.

(f) *Fee.* Except as otherwise set forth herein, each application for hearing before the ~~b~~Board shall be accompanied by a fee of ~~$~~one hundred dollars ($100.00) or as set forth in the administrative fee schedule, whichever is higher.

(1) The ~~b~~Board shall, upon a finding that an appeal is frivolous, assess a ~~$~~five hundred dollars ($500.00) surcharge against the appellant.

(2) Should an appellant successfully appeal a decision, the application fee shall be refunded to the appellant.

(g) *Time limit.* A written interpretation, decision, notice, or order issued by the building official shall be subject to appeal by the aggrieved person for up to thirty (30) calendar days following the date of the interpretation, decision, notice, or order. No appeal shall be accepted or heard if filed after this time limit.

(h) *Hearing.* All administrative show cause hearings, and all hearings held to appeal the denial of the issuance of a contractor'’s license or renewal thereof of the ~~b~~Board shall be conducted in accordance with division 3 of article V of chapter 2 of the Arvada City Code, except as otherwise provided in this chapter. Other hearings of the ~~b~~Board shall be conducted in accordance with rules of procedure promulgated by the ~~b~~Board.

(i) *Limitations on authority.* The ~~b~~Board shall not have the authority to grant variances from specific provisions of this code or any of the technical codes or recommend decreasing public safety or fire-resistive standards set forth in this Code or any of the technical codes.

(j) *Standard and burden of proof on appeal.*

(1) Where the ~~b~~Board meets to hear and decide an appeal, the standard of proof shall be whether the interpretation, decision, order, or notice of the building official is supported by a preponderance of the evidence.

(2) Where the ~~b~~Board meets to hear and decide whether there has been a violation of this code or the technical codes, the standard of proof shall be whether the violation has been proven by a preponderance of the evidence.

(k) *Legal defense.* Any suit instituted against any officer, employee, or ~~b~~Board member of the City of Arvada because of an act performed by that officer, employee, or ~~b~~Board member in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the ~~c~~City until the final termination of the proceedings. The officer, employee, or ~~b~~Board member shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer, employee or ~~b~~Board member, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith~~.~~.”

(l) ~~(1)~~ *Frivolous ~~a~~Appeal.* For the purposes of this section a frivolous appeal shall be one where the ~~b~~Board finds that there is no rational argument based on evidence or law in support of proponent's claim or defense, or that the appeal is undertaken for the sole purpose of harassment or delay.

Sec. 18-37. Authority to deny, restrict, suspend, or revoke a license.

(a) *Authority.* The building official or ~~building code advisory board~~Building Code Advisory Board shall have the authority to deny, place restrictions on, suspend, suspend and reinstate a license with restrictions, not renew a license, or revoke a license following the procedures set forth in this chapter when the applicant or licensee commits one or more of the following acts or omissions:

(1) Provides false or misleading information on the license application;

(2) Fails to provide reasonable information or documentation of knowledge and experience required by the license classification applied for;

(3) Provides false or misleading information on a permit application;

(4) Fails to comply with any of the licensee's responsibilities as outlined in this chapter, ~~c~~Chapter 42, or ~~c~~Chapter 78 of the Arvada City Code;

(5) Knowingly combines or conspires with any other person, firm or corporation to permit or allow the licensee's license to be used by such person, firm or corporation;

(6) By acting as agent, partner, associate or in any other capacity with persons, firms or corporations to evade any provisions of this chapter, ~~c~~Chapter 42, or ~~c~~Chapter 78 of the Arvada City Code;

(7) Violates any of the provisions of this chapter, ~~c~~Chapter 42, or ~~c~~Chapter 78 of the Arvada City Code. Issuance of a correction shall not constitute a violation of this chapter except as set forth in section 18-33;

(8) After having been notified of a policy or procedure promulgated by the building official pursuant to section 18-33, violates that policy. A contractor who violates such a policy or procedure may be sanctioned as set forth in this section, but the contractor shall not be criminally liable solely for a violation of a policy or procedure promulgated by the building official;

(9) Any conduct constituting fraud in or connected with any activity relating to construction which is governed by this chapter, ~~c~~Chapter 42, or ~~c~~Chapter 78 of the Arvada City Code;

(10) Fails or refuses to correct or remove work, material, equipment or an appliance that is in violation of this chapter, ~~c~~Chapter 42, or ~~c~~Chapter 78 of the Arvada City Code;

(11) Provides to a customer or client, or a prospective customer or client, false or misleading permit fee charges assessed by the city; or

(12) Fails to take all reasonable actions to assist the building ~~inspection~~safety division and other city departments in ensuring that all inspections, including a final inspection, are completed before the expiration of the permit.

Exceptions:

~~a~~

i. A contractor who complies with the exception to section 18-33(b) in a particular case shall be presumed to have complied with the~~is~~r obligation to take all reasonable actions to ensure that a required inspection or inspections are completed.

~~b~~

ii. Should the expiration date of a permit be held in abeyance pursuant to section 18-39(f), the contractor~~'~~'s obligations to assist the division shall be held in abeyance from the day on which an inspection is postponed, until such day that the postponed inspection is completed, at which time the contractor~~'~~'s obligations to assist in the inspection process as set forth herein shall again be applicable.

Sec. 18-38. Procedure relating to the restriction, non-renewal, suspension, or revocation of a contractor license.

(a) *Informal meeting*.

(1) *Purpose*. To allow for continuing open communications between the building official and the licensee pertaining to a suspected violation of this Code or any of the technical codes.

(2) *Notice of informal meeting.* The licensee shall be notified of the informal meeting by certified mail addressed to the licensee~~'~~'s address of record with the building ~~inspection~~safety division.

(3) *Contents of notice.* The informal meeting notice shall contain:

i. ~~a.~~ The time and place of the informal meeting. The informal meeting shall be held during regular business hours within fourteen (14) calendar days of the date of the notice at ~~city hall~~City Hall or at another location designated in the notice.

ii. ~~b.~~ A brief narrative outlining the nature of the building official~~'~~'s concerns and list of code provisions that the building official has reason to believe may have been violated.

iii. ~~c.~~ An explanation that the meeting is an opportunity for the licensee to respond to the building official~~'~~'s concerns, and that the licensee will be encouraged to explain the~~is~~r position and to submit all documentation that supports the~~is~~r position.

iv. ~~d~~ A copy of this section 18-38.

(4) *Format of the informal meeting.* The meeting shall be conducted informally by the building official. A licensee may be accompanied by counsel at the informal meeting, and shall give the building official prior notice of such.

(5) *Subsequent investigation*. Based on the information provided by licensee, the building official may conduct an additional investigation, or consult with others, including the licensee, as necessary to clarify the issues and better understand the licensee~~'~~'s actions.

(6) *Order.* Within twenty-one (21) calendar days of the informal meeting, the building official shall notify the licensee of the outcome of the informal meeting through issuing a no cause found notice or requesting that the ~~b~~Board issue a show cause notice, or by issuing such other notice or agreement as may be appropriate.

(7) *Costs*. No costs shall be assessed against a licensee for the cost of holding the informal meeting. Costs for records requests by any licensee shall be in accordance with the fee schedule set by the ~~c~~City.

(b) *Administrative show cause hearing before the ~~b~~Board.* Upon request by the building official and review by the ~~b~~Board, and upon a finding by the ~~b~~Board that there is probable cause to believe that a violation or violations of this Code or the technical codes has occurred, the ~~b~~Board may issue a show cause notice to the licensee.

(1) *Purpose.* To allow the licensee an opportunity to respond to formal specifications, or allegations against him. This hearing shall be held following the issuance of a show cause notice commanding the licensee to appear before the ~~b~~Board to show cause why the licensee~~'~~'s license should not be restricted, suspended, or revoked for an alleged violation or violations of this Code or any technical code.

(2) *Notice of the administrative show cause hearing.* The licensee shall be notified of the administrative show cause hearing by means of a show cause notice sent by certified mail addressed to the licensee~~'~~'s address of record with the building ~~inspection~~safety division.

(3) *Contents of notice*. The administrative show cause hearing notice shall contain:

i. ~~a.~~ The time and place of the show cause hearing. The show cause hearing shall be held not less than fourteen (14) calendar days of the date of the notice at ~~city hall~~City Hall or at another location designated in the notice;

ii. ~~b.~~ A list of each and every specification, or allegation, against the licensee for which action against the~~i~~r license may be taken;

iii. ~~c.~~ A notice that the hearing provides an opportunity for the licensee to respond to the building official~~'~~'s concerns;

iv. ~~d.~~ A brief outline of the hearing procedure; and

v. ~~e.~~ A copy of section 18-36, section 18-37, and this section 18-38.

(4) *Format*. Except where this Code provides otherwise, the provisions of division 3 of article V of chapter 2 of the Arvada City Code shall govern the conduct of any administrative show cause hearing conducted in accordance with this article.

The ~~b~~Board, or the ~~c~~Chair of the ~~b~~Board acting on behalf of the ~~b~~Board, may at any time at or following the issuance of a show cause notice issue such orders or make such rulings are as necessary to ensure that both the licensee and the city~~'~~'s positions are presented in an efficient manner at the show cause hearing, and in such a way as to avoid undue surprise or burden to the other party. Such orders may include, but are not limited to, ordering each party to submit documentary evidence, and a list of witness names, addresses, and telephone numbers to the other no later than fourteen (14) calendar days before the appeal hearing.

At the hearing, the ~~b~~Board shall hear such testimony and consider such evidence as is relevant to the issue of whether the licensee violated any provision of this code and if so, what penalty is appropriate for such violation or violations.

The ~~b~~Board shall take notice of the Arvada City Code, including all technical codes adopted by reference and as may be amended. The ~~b~~Board may require that any relevant allegation or factual assertion that is capable of being proven by the submission of a certified copy of the pertinent public record shall be proven by the submission of such a record, if such submission will expedite the hearing. Following presentation of such evidence as the ~~b~~Board deems relevant to the issues before the ~~b~~Board, the ~~b~~Board shall deliberate on the record, make a determination about the issues, and shall issue an order as set forth below.

(5) *Burden of proof*. The burden of going forward shall rest with the ~~c~~City. The burden of proof is to show, by a preponderance of the evidence, that a provision or provisions of this Code or any of the technical codes was violated. The burden of proof is on the ~~c~~City.

(6) *Order*. At the conclusion of the hearing, the ~~b~~Board may make findings of fact from the statements and evidence offered as to whether a violation or violations of this Code or the technical codes occurred and issue a verbal order and penalty determination as necessary, or may take the matter under advisement and issue findings in the form of a written order.

Should the ~~b~~Board take the matter under advisement, it shall within twenty-one (21) calendar days of the date of the hearing issue a written order containing its findings of fact. Should a violation or violations be substantiated through a written order, the ~~b~~Board shall also issue a determination about the penalty that should be

imposed on the licensee pursuant to section 18-37. The written order shall be sent to the licensee by first class mail.

Any suspension will be stated in terms of days, months, or a year, and the suspension will be for the period stated in the order. Any order restricting, suspending, or revoking a license may include reasonable orders or conditions with which the licensee must comply to protect the work in progress as well as the public health, safety and welfare. Any penalty imposed by the ~~b~~Board will be imposed beginning on the day after the appeal period set forth below has run.

(7) *Costs*. No costs shall be assessed against the licensee for the cost of holding the administrative show cause hearing. Costs for records requests by any licensee shall be in accordance with the fee schedule set by the ~~c~~City.

(8) *Reconsideration*. Either party may move that the ~~b~~Board reconsider any or all of its order. Said motion shall be filed within seven (7) calendar days of the date of the ~~b~~Board~~'~~'s order. The motion must state each and every ground upon which the motion is based, and if the ~~b~~Board does not grant the motion in writing within fourteen (14) calendar days after the date it is filed, it shall be deemed denied.

(9) *Appeal*. An appeal may be filed pursuant to C.R.C.P. Rule 106. Should such an appeal be filed, the penalty imposed by the ~~b~~Board shall be held in abeyance until the conclusion of all proceedings under C.R.C.P. Rule 106.

(c) *Emergency suspension*. Notwithstanding any other provision of this chapter, if the building official finds that an imminent danger to persons or property exists, he may enter an order for the immediate emergency suspension of such license for a period not to exceed thirty (30) days, pending further investigation and proceedings for suspension as provided for herein. Any order for emergency suspension may include reasonable orders or conditions with which the licensee must comply to protect the work in progress as well as the public health, safety, and welfare.

(1) *Notice*. The building official shall notify the licensee of the emergency suspension by whatever means is practicable, and document such notice in the files of the building ~~inspections~~safety division.

(2) *Format*. The licensee, upon notice of such emergency suspension, may request an informal meeting with the building official, which meeting shall be held as soon as is practicable, and in accordance with the procedures set forth in subsection (a) above.

(3) *Order of the building official*. Following the conclusion of the informal meeting, the building official may take any action reasonably necessary to protect the public health, safety and welfare, including but not limited to issuing additional orders to the licensee, reinstating the license with restrictions, requesting a show cause notice and order from the ~~b~~Board, or lifting the suspension. Should the building official

take no action within fourteen (14) calendar days of the informal meeting, any emergency suspension shall be deemed lifted and no longer in effect. Should no informal meeting be requested, the emergency suspension shall be deemed lifted within thirty (30) calendar days of issuance, or as ordered lifted by the building official, whichever occurs first.

(4) *Review of building official~~'~~'s emergency suspension order*. A licensee may at any time during the course of an emergency suspension file with the ~~b~~Board an application for an appeal of the emergency suspension order. The ~~c~~Chair of the ~~b~~Board, or designee thereof, shall act as a hearing officer at the hearing. The only issue the ~~c~~Chair is authorized to decide at a hearing to review an emergency suspension and the standard upon review is whether the emergency suspension order is supported by a preponderance of the evidence.

Notwithstanding the fact that a licensee has filed an application for an appeal of the emergency suspension, the building official may at any time file with the ~~b~~Board a request for a show cause notice in the same matter.

The filing of an application for an appeal of the emergency suspension before the ~~b~~Board shall constitute a waiver by the licensee of any subsequent conflict of interest claim against a ~~b~~Board member or the ~~b~~Board in a show cause hearing based on the claim by the licensee that the ~~b~~Board or any member thereof was familiar with the case due to licensee~~'~~'s application for an appeal of the emergency suspension, or by having ruled on the emergency suspension.

If, at any time after an application for an appeal of an emergency suspension order has been filed, but before the chair issues an order, the building official lifts the suspension, the application for hearing shall be deemed withdrawn.

(5) *Format*. To the extent practicable, a hearing on the emergency suspension shall be held in accordance with the procedure set forth in subsection (b) above.

(6) *Burden.* The burden of going forward, as well as the burden of proof, rests with the city.

(7) *Costs.* No costs shall be assessed against the licensee for the cost of holding a hearing held solely for the purpose of an appeal of an emergency suspension order. Costs for records requests by any licensee shall be in accordance with the fee schedule set by the city.

(8) *Order of the ~~b~~Board*. The ~~c~~Chair shall issue an order in accordance with the procedure set forth in subsection (b) above.

(9) *Appeal.* An appeal of the ~~c~~Chair~~'~~'s order may be filed pursuant to C.R.C.P. Rule 106.

(d) *Denial or non-renewal of contractor~~'~~'s license.* Any applicant who is denied a contractor~~'~~'s license or whose license is not renewed by the building official, except when such decision is based on an illegible or incomplete application, may file with the ~~b~~Board an application for a hearing on such action. The format of the hearing, burdens, costs, and reconsideration and appeal matters shall be as set forth in subsection (b) above. If, at any time after an application for a hearing is filed, but before an order is issued, the building official issues or renews the applicant~~'~~'s license, the application shall be deemed withdrawn.

Sec. 18-39. Unlawful acts and penalty.

(a) *Generally.* It shall be unlawful for any person to do or cause to be done or perform or cause to be performed any act contrary to or in violation of any of the provisions of this Code or any other policy, regulation, or code promulgated under this Code which is enforced and administered by the building ~~inspection~~safety division.

(1) *Alternate methods, materials and equipment.* It shall be unlawful for any person to use any method, material, or equipment as an alternate to the methods, materials or equipment permitted by this Code, without first having obtained approval in the manner provided.

(2) *Licensing.* It shall be unlawful to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building, structure, utility, or public improvement in the city without first obtaining a license in accordance with the provisions of article III, Contractor licensing.

(3) *Permits.* It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy, or maintain any building or structure in the city or cause such to be done contrary to or in violation of any of the provisions of this Code and without first having obtained a permit as required by the provisions of this Code. Permits for work in rights of way shall be in accordance with ~~c~~Chapter 78 of the Arvada Code of Ordinances.

(4) *Licensee responsibility.* It shall be unlawful for any licensee to fail to comply with any responsibility set forth in section 18-72 of this chapter, or for a licensee to violate any such responsibility.

(5) *Certificate of occupancy.* It shall be unlawful for any person to occupy any building or structure without first obtaining a certificate of occupancy, temporary certificate of occupancy, or certificate of completion as required by the provisions of this Code.

(6) *Unsafe structures and equipment.* It shall be unlawful for any person to use or allow to be used any unsafe structure or equipment. This prohibition shall apply to structures or equipment that are new, existing, under construction, or being demolished.

(7) *Other.* It shall be unlawful to perform any act prohibited by a provision of this Code, or to fail to comply with any policy, dimension, or limitation imposed on the erection, alteration, maintenance or occupancy of any building, structure, or building service equipment, or to cause or permit the same to be done in violation of this Code.

(b) *Violation penalties.* Any person, firm, or corporation convicted of a violation of any section of this chapter shall, for each offense, be punished by a fine, or imprisonment, or both, not to exceed the limits established in section 1-5 of the Arvada City Code. The denial, suspension, revocation, or restriction of any license, certificate, permit, or other privilege conferred by the city shall not be regarded as a penalty for purposes of this Code. Each day that a violation continues shall be deemed a separate offense.

(c) *Other.* In the event that any building, structure, or equipment is erected, constructed, reconstructed, altered, repaired, converted, demolished, moved, or maintained, or any building, structure or equipment is used in violation of this Code, the city may institute any appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or occupancy, or to restrain, correct, or abate such violation or to prevent the use or occupancy of such building, structure, equipment, or land. The imposition of any penalty under this subsection shall not preclude the city from instituting any appropriate action or proceeding to require compliance with the provisions of this Code and with administrative orders and determinations made under this Code.

(d) *Notice of method of service.* Notwithstanding any other provision of this chapter, prosecution for any violation of any provision of this Code or any of the technical codes shall be initiated by the issuance of a summons and complaint in accordance with ~~c~~Chapter 58, Municipal Court, of the Arvada City Code.

(e) *Qualifications of technical officer or inspector not an element.* The city shall not be required to prove as an element of the case in any prosecution or proceeding related to a violation of any provision of the Code, that a technical officer or inspector is qualified.

(f) *Expiration of permits.* Every permit issued by the building official under the provisions of the technical codes shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within one hundred eighty (180) calendar days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) calendar days. ~~Work is~~Such permit will be considered to be suspended or abandoned if one hundred eighty (180) calendar days pass and no required inspections are called for. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit that has either been abandoned or expired for over one year, the permittee ~~shall pay a new full~~

~~permit fee.~~may apply for a reactivation of such permit, in writing and demonstrate justifiable cause for such request, subject to review by the Building Official. Reactivated permits shall require the permittee to pay new full permit fees.

A permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding one hundred eighty (180) calendar days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once~~.~~ unless approval has been given by the Building Official and demonstration of good cause has been demonstrated in writing by the permittee. When the work authorized by a permit is suspended or abandoned by one contractor and continued by another contractor or the homeowner or when there is a change of contractors on an existing job, the new contractor or homeowner shall make application for a new permit. The fee for such a new permit shall be ~~$100.00 or~~ as set forth in the administrative fee schedule established by this jurisdiction, which is subject to change from time to time~~, whichever is higher.~~ .

Any structure for which a building permit is issued that includes exterior additions or modifications; those exterior modifications shall be completed in less than two (2) years from issuance of the original permit. If the exterior work is not completed within that two (2) year time frame and complaints are received, the property will be considered a nuisance as defined in the Arvada Municipal Code and/or the International Property Maintenance Code and will be subject to legal action.

~~Exception: 1. At the discretion of the building official and for good cause any expired permit for work done within a residential dwelling unit can be reactivated for up to 60 days. A fee of $100.00 or as per the Administrative Fee Schedule, whichever is higher, shall be required. If the codes related to the permitted work have changed since the permit expired, a new permit and full permit fee will be required.~~

Should weather or other conditions not within the control of the permittee preclude completion or an inspection of permitted work, the expiration date of the permit shall be held in abeyance for a reasonable number of days, as determined by the building official, until the work and inspections are completed. The justification for the postponement shall be made ~~a~~as part of the permit record.
~~Secs~~

Exception: At the discretion of the building official and for good cause any expired permit for work done within a residential dwelling unit can be reactivated for up to (180) days. A reactivation fee, as set forth per the Administrative Fee Schedule shall be required to be paid for every reactivation provided. If the codes related to the permitted work have changed since the permit expired, a new permit and full permit fees will be required.

Sec. 18-40~~,~~ -18-41. Reserved.

Sec. 18-42. Fees.

(a) *Payment of fees.* A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid. If for any reason the fees for a permit, whether check or credit card, do not clear the bank or other financial institution, the permit becomes null and void.

Exception: The government of the United States of America, the State of Colorado and its political subdivisions, the city, and all agencies and departments thereof, shall be exempt from the payment of fees for work performed on buildings or structures owned wholly by such agencies or departments and devoted exclusively to governmental use.

(b) *Schedule of permit fees.* A fee set in accordance with the administrative fee schedule established by this jurisdiction shall be paid for any permit required by or related to this Code, or for any other service or application as noted in this Code.

(c) *Combination permit fees.* When a combination permit is issued, the permit fee charged to the general contractor will generally include the fees due from other subcontractor's fees associated with that permit.

(d) *Building permit valuations.* The determination of value or valuation under the provisions of this chapter shall be based on the actual contract value or by the building valuation table as included in the administrative fee schedule established by this jurisdiction, whichever is higher. The valuation specified above shall be based on the cost figures per square foot shown in the most recent Building Valuation Data Chart published by the International Code Council. The cost figures from the Building Valuation Data shall be revised each year by applying the City Cost Index for Denver as shown in the most recent RSMeans Data. The new cost data will become effective January 1 of each year. If an applicant provides actual documentation of contract cost and those costs are more or less than those calculated by the building valuation data table, adjustments to the building permit and use tax fees may be made if an audit is requested. Audits shall be handled pursuant to ~~e~~Chapter 98. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent equipment.

(e) *Work commencing before permit issuance.* Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an investigation fee set in accordance with the administrative fee schedule of this jurisdiction, in addition to the required permit fees.

Exception: This provision shall not apply to emergency work when it can be demonstrated to the satisfaction of the building official that such work was urgently necessary and that it was not practical or possible to obtain a permit prior to the commencement of such work. In all such cases, any person performing emergency work, including equipment replacement or repair, shall notify the building

~~inspection~~safety division by telephone or facsimile of the commencement of the work before the end of the next working business day, and shall submit to the building ~~inspection~~safety division a permit application within one week of the commencement of the work. Any unreasonable delay in obtaining such permit shall result in the assessment of an investigation fee, in addition to the required permit fees.

(f) *Related fees.* The payment of the fee for the construction, alteration, removal, or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

(g) *Plan review fees.* When submittal documents are required, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be assessed in accordance with the administrative fee schedule established by this jurisdiction.

(h) *Reinspection fees.* When a reinspection is called for under this Code, or is necessary in the opinion of the building official, the reinspection shall not be performed until a reinspection fee, assessed in accordance with the administrative fee schedule established by this jurisdiction, is paid. The reinspection fee may be waived for good cause shown by the licensee and at the discretion of the building official.

(i) *Refunds.* The building official is authorized to establish a refund policy.

Sec. 18-43. Posting of premises; inspections.

Prior to the commencement of any work regulated by any of the technical codes, the permit holder shall post the property in such a way that the address of the property is clearly visible from the street. The building official may refuse to inspect any premises not posted in accordance with this section.

Sec. 18-44. Reserved.

Sec. 18-45. Moved buildings.

(a) *Moved buildings.* Buildings, structures and their building service equipment moved into or within this jurisdiction shall comply with the provisions of the technical codes for new buildings or structures and their building service equipment. It is the intent of the city to require any person who moves a building into or within the city to provide the city with the financial assurance that the exterior of the building will be completed and that the lot or tract of land upon which a building is placed complies with applicable codes and requirements, including subdivision regulations of the city. It is further the intent of the city to require any person who moves a building into or within or out of the city to provide the city with a financial security for any damage that may occur to any public street or other public facility. This article does not apply to any manufactured home moved into the city

that is subject to the provisions of C.R.S. §§ 31-23-301(5) and 31-23-303(3) or to any other manufactured building moved into or within the city.

(b) *Pre-move inspection.* Prior to issuance of a permit, the building official may make or cause to be made an inspection of the structure to be moved. A pre-move inspection fee as set forth in the administrative fee schedule established by this jurisdiction, as well as travel expenses based upon current Internal Revenue Service mileage reimbursable rates, shall be paid to the city in advance of the pre-move inspection. Upon completion of the inspection, the building official shall transmit to the applicant a letter, setting forth in general terms, those areas or items of the structure which fail to meet this Code.

(c) *Moving permit required.* Any person who moves a building into, within, through, or out of the city is required to obtain a moving permit from the building official. In addition to the other requirements of this article, the city may designate the streets over which the building may be moved and the time of the day and the days of the week during which the building may be moved. The traffic engineer may also require a permittee to obtain permits or secure the approval from any telephone, electric, gas, railroad, bus, or cable television company or from the state department of highways or from any other governmental or public entity that may be affected by the moving of a building.

(d) *Building permit required.* No person will prepare any building for a move or move any building to any lot or tract of land within the city unless such person has first obtained a building permit for such building on such lot or tract of land.

(e) *Deposit and right of entry.* Before the city issues a moving permit to move a building into or within the city, a deposit of funds with the city is required to assure the city of the completion of the exterior of the building and associated sitework. The amount deposited will be an amount equal to ~~150~~one hundred fifty percent (150%) of the cost of completing the exterior of the moved building, as determined by the building official, on the lot or tract of land to which it is moved, including grading and landscaping. The completion of the exterior of a moved building must be completed within one year from the date of issuance of the building permit. Upon completion of the exterior to the reasonable satisfaction of the building official, the deposit will be returned within fourteen (14) calendar days. Should the permittee fail to complete the exterior of the building, the funds necessary to complete the exterior of the building, including grading and landscaping, will be expended from the permittee's deposit to perform, either by city forces or by a contractor for the city, the work necessary to complete the exterior. After work on the exterior is completed, any balance of the amount deposited will be returned to the permittee, less a ten percent (10%) administrative fee for the city based on the amount expended to complete the exterior. As a condition of issuing a moving permit, the building official will require the permittee to sign a right of entry authorizing the city or its contractor to enter upon the lot or tract of land for the purpose of performing all work necessary to complete the exterior, including grading, landscaping, driveway, water and sewer service lines, curbs and gutters, and site work. The right of entry will include the legal description of the lot or tract of land, and the city will record the right of entry in the records of the county clerk and recorder.

Secs. 18-46— – 18-70. Reserved.

ARTICLE III. CONTRACTOR LICENSING

Sec. 18-71. General requirement.

(a) *License required.* No contractor shall perform any work or services in the construction, erection, addition, alteration, repair, equipping, moving, removal, conversion or demolition of any building or structure governed by this chapter in the city unless such contractor shall have first applied for, paid the required fee and obtained a valid license authorizing the performance of such work within the classifications hereinafter set forth. Contractors shall maintain a current and valid license while performing any work governed by this chapter.

(1) (1) Except as set forth in section 18-74(a)(5), Class V-B Homeowner's "H Homeowner's "Limited"" Building, an owner-/occupant shall not be required to apply for a contractor'’s license to perform work at his or herthe owner's home. However, an owner-occupant must secure a permit for work when such a permit is required, and all work governed by this Code that is performed by an owner-occupant must be done in accordance with this Code.

(2) (2) Owners of single-family homes, duplexes, and townhomes, built in accordance with the International Residential Code, shall not be required to apply for a contractor'’s license to install fencing, decks or retaining walls or to perform re-roofing, siding, window replacement work at his or herthe owner's home. However, an owner must secure a permit for work when such a permit is required, and all work governed by this Code that is performed by an owner-occupant must be done in accordance with this Code. For the purposes of this section, ""owner"" includes individual owners noted on the property title, shareholders of a corporation, or trustees or beneficiaries of a trust.

(b) *License examination.* The building official may establish reasonable examination procedures for issuance of licenses to assure that the applicant has the knowledge and capability to perform work in accordance with the regulations of this chapter. The building official may accept an examination result from another jurisdiction. The building official shall not deny a license to any person or firm conforming to the requirements of this chapter and other applicable law, subject to section 18-37.

(c) *Application form and fee.* Application for contractor's licenses and renewal thereof shall be on forms designated by the city for such purpose, and each application shall be accompanied by a fee as set forth in the administrative fee schedule established by this jurisdiction. A final review and appropriate action shall be taken on such license application, and the applicant shall be notified accordingly.

(1) *Requirements.* All applications for contractor licenses must be legible and complete in every detail. The building official shall not accept any application that is not complete in every detail. If an omission or error is discovered by the building

official, the application shall be rejected and returned to the applicant for completion or correction without further action by the building official. All fees shall be returned with the rejected application.

(2) *Eligibility.* To be eligible for a contractor'’s license, an applicant must be compliant in requesting timely inspections.

a

i. At the time an application for a contractor'’s license or renewal thereof is filed, the building official shall conduct a search of building records to determine if the applicant has complied with histhe applicant’s responsibilities pursuant to section 18-72(12l) for all work permitted on or after the effective date of this ordinance.

b

ii. If the search reveals open jobs for which no inspection has been requested in accordance with the law, the building official shall notify the applicant of such open or incomplete work. The building official may take other action as appropriate, such as ordering the applicant to close out all open or incomplete work within a time certain or to show good cause why the applicant could not comply with histhe applicant’s responsibilities. The building official may issue a restricted license to such applicant, but in no event shall such restricted license be valid for more than sixty (60) calendar days from the date of issuance. A contractor holding a restricted license issued pursuant to this section may re-apply for a license following the expiration of the restricted license in accordance with the licensing and fee provisions set forth herein.

(e

(d) *Liability for subcontractors.* The licensee shall be responsible for all work included in the licensee's contract and authorized in the licensee's permit whether or not such work is done by the licensee, licensee's employee or agent or a subcontractor of the licensee.

(f

(e) *Incomplete work.* In the event a job or structure is not pursued to completion and work is stopped for any period exceeding one hundred eighty (180) calendar days, the licensee shall notify the building inspectionsafety division of such stoppage and shall take reasonable steps to protect and to prevent the equipment or structure from deteriorating to the condition of a dangerous or unsafe structure.

Exception: Any work stoppage caused solely by a refusal of the property owner to allow completion of the work shall not be considered a violation of this chapter, if the contractor has filed the appropriate form and documentation for a refusal to allow entry in accordance with section 18-33(b). In a case where the expiration date of a permit has been held in abeyance, the operation of this provision shall be suspended for the period of time during which that date has been held in abeyance; once this period has passed, this section shall again apply.

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:

~~(1~~

(a) Provide generally recognized safety measures and equipment to protect laborers and the public in general;

~~(2~~

(b) Present the required city license when required by the building official or the building official's authorized representative;

~~(3~~

(c) Inform the building ~~inspection~~safety division promptly of any change in licensee's address or telephone number;

~~(4~~

(d) Obtain a permit when the same is required;

~~(5~~

(e) Provide correct and honest factual information on all applications for permits;

~~(6~~

(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;

~~(7~~

(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~~safety division and permit issued for same unless changes are approved by the building ~~inspection~~safety division;

~~(8~~

(h) Perform the activity authorized by a permit in a proficient, workmanlike manner consistent with acceptable building practices;

~~(9~~

(i) Complete all work authorized by the permit issued under the authority of this chapter unless good cause is proved;

~~(10~~

(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(b);

~~(11~~

(k) Obtain all required inspections and special inspections when the same are required by this chapter;

~~(12~~

(l) Take all reasonable actions to assist the building ~~inspection~~safety 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;

~~(13~~

(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;

~~(14~~

(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;

~~(15~~

(o) Observe and conform to all of the rules and regulations governing construction and land use in the city; and

~~(16~~

(p) Comply with all orders, conditions, and restrictions issued by written order of the building official or the ~~b~~Board.

Sec. 18-73. Validity.

(a) *Change in ownership.* A change in name or ownership of a licensed entity shall have the legal effect of terminating the license. Therefore, all such changes shall be reported by the licensee to the building ~~inspection~~safety division, a new license obtained, and a new license fee paid prior to any new construction work or before continuing any construction work.

(b) *Incorporation.* Incorporation or dissolution of a corporation and creation of a new legal entity that requires a license, even though one or more stockholders or directors have a license, shall terminate the license. All such changes shall be reported to the building ~~inspection~~safety division, a new license obtained, and a new license fee paid prior to any new construction work or before continuing any construction work.

(c) *Change in partnership.* The creation of a partnership or a change in any general or managing partner requires that a new license be obtained, and a new license fee paid, even though one or more of the partners are licensed.

(d) *Dissolution of entity.* The dissolution of a corporation or partnership that has been licensed terminates the license and no individual or firm may operate under such license.

(e) *Change of name.* In the case where it is desired to change the name of a presently licensed firm, partnership or corporation where there is no change in ownership, a new license shall be issued under the new name, without charge, upon surrender of the previously issued license.

(f) *Licenses not transferable.* Licenses are not transferable, and the use of one contractor's license by any other contractor shall be a violation of this chapter.

(g) *Upgrade of license classification.* When a contractor requests an upgrade to a higher license classification, and upon verification of ~~his~~the contractor's ability to perform satisfactorily in that classification, a new license shall be issued and a new fee shall be charged, if the current license will expire less than six (6) months of the date of the request.

If the license will expire six or more months after the date of the request, the difference in license fees shall be charged.

Sec. 18-74. Classification.

(a) *General.* There shall be various classes of contractors' licenses, and the holder of each license shall be authorized to do the following:

(1) ~~(1)~~ *Class ~~I-B builder's unlimited license.~~A General Contractor License.* This license shall entitle the holder to erect, add to, alter, demolish, or repair any building or structure~~.~~ classified under the International Building Code (IBC). It is the responsibility of the licensee that all subcontractors in its employ are properly licensed.

(2) *Class ~~II~~ B ~~builder's license.~~General Contractor License.* This license shall entitle the holder to erect, add to, alter, demolish, or repair any building or structure classified ~~as less than a high rise, as defined by~~under the International Building Code (IBC~~). The demolition of any building or structure classified as less than a high rise is permitted. The licensee may complete nonstructural interior finish or remodel of any type of building.~~) and International Residential Code (IRC).The holder of a Class ~~II~~ B license may perform any work authorized by a Class ~~III-B and a~~ A, Class ~~IV-B~~ C, and a Class D license. It shall be the responsibility of the licensee that all subcontractors in its employ are properly licensed.

(3) *Class ~~III-B builder's miscellaneous license.~~C General Contractor License.* This license shall entitle the holder to erect, add to, alter, demolish or repair of detached one- and two- family dwellings~~,~~ and townhouses classified under the International Residential Code (IRC) and U Occupancy buildings ~~and attached single-unit dwellings (IRC townhouses). The demolition of any one- and two-dwelling building or U Occupancy building or structure is permitted.~~classified under the International Building Code (IBC) The holder of a Class ~~III-B~~ C license may perform any work authorized by a Class ~~IV-B~~ D license.

(4) *Class ~~IV-B builder's subcontractor's license.~~D Builder's Subcontractor's License.* This license shall be issued to those engaged in contracting for labor or for labor and material involving only one trade, such as masonry, framing, insulation, drywalling, glazing, concrete flat work, ~~irrigation systems~~swimming pool, siding, ~~elevator contractors,~~ solar panel installation, ~~installation of radon mitigation system~~, fire detection systems, burglar alarms, or building demolition, but shall not authorize any electrical, plumbing or mechanical work. Contractors doing minor installation of prefabricated or manufactured units, such as countertops, storm windows, gutters and ~~down spouts~~downspouts or carpet, shall not be required to obtain a license.

(5) *Class ~~V-B homeowner's "limited" building license.~~H Homeowner's "Limited" Building License.* This license shall be issued to an individual and is limited to the

building of a single-family residence or accessory dwelling unit (ADU) to be owned and occupied by the licensee. The licensee may perform all or part of the work personally or act as a general contractor; in either case, the licensee shall be fully responsible for the performance of all the work in accordance with the city's building codes and, further, shall pursue the completion of all work in an orderly and diligent manner. Documentation shall be submitted with the permit application to show that the individual owns the property to be built on and that if there is a construction loan, the loan is issued to the individual.

(6) *Class ~~VI~~ P ~~plumbing license.~~Plumbing License.* This license shall entitle the holder to contract for and perform all work involving sanitary plumbing, potable water piping, the installation of plumbing appliances and apparatus and related plumbing work. To be qualified as a plumbing contractor, the person, firm, partnership, corporation, association or other organization must either be or employ full-time a master plumber licensed by the state according to C.R.S. § 12-155-101 *et seq*. It shall be the responsibility of the applicant to provide evidence of the state license to the city.

(7) *Class ~~VII~~ M ~~mechanical license.~~Mechanical License.* This license shall entitle the holder to erect, install or construct all mechanical systems, including hot water heating systems, air conditioning systems, refrigeration systems, or install boilers, evaporative coolers, and sheet metal work. This license shall entitle the holder to replace existing boilers, evaporative coolers, and all connections thereto. Other connections to the potable water system must be performed by either a state-licensed master plumber in the employ of the licensed mechanical contractor or city-licensed plumbing contractor unless specifically exempted in the Colorado State Plumbing Code. Line voltage electrical work must be done by a city-registered electrical contractor.

~~(8) *Class VIII-D building moving license.*~~

(8) *Class E Electrical License*. This license shall entitle the holder to contract for and perform all work involving electrical systems, wiring, installing, and repairing electrical apparatus and equipment for electric light, heat, and power. To be qualified as an electrical contractor, the person, firm, partnership, co-partnership, association or other organization must hold a valid electrical contractor's license issued by the state according to C.R.S. § 12-115-101 *et seq*. It shall be the responsibility of the applicant to provide evidence of the state license to the city.

(9) *Class BM Building Moving License.* This license shall entitle the holder to move any building or structure, subject to all applicable regulations of the city. Before a moving license is granted, the applicant shall file with the building official, a ~~c~~Certificate of ~~i~~Insurance in the same amounts and subject to the same requirements as for municipal contractors' licenses set forth in section 78-183.

~~(9~~

(10) *Class ~~IX~~ R ~~builder's roofing license.~~Builder's Roofing License.* This license shall entitle the holder to do roofing of any building or structure including nonstructural decking repair or replacement.

~~(b) *Limited license.* All license categories except for~~

(11) *Class* ~~1-B builder's unlimited license, Class VI-P plumbing license, Class VII-M mechanical license,~~ *RM Radon Mitigation License*. This license shall entitle the holder to contract for and ~~Class VIII-D building moving license may~~perform all work involving radon mitigation. To be qualified as a radon mitigation contractor, the person, firm, partnership, corporation, association or other organization must hold a valid Radon Mitigation Professional License issued ~~as a "limited license."~~by the state according to C.R.S. § 12-165-108 *et seq*. It shall be the responsibility of the applicant to provide evidence of the state license to the city.

(12) *Class LL Limited license.* A limited license will allow the owner or tenant of a building to do specific minor work relative to the~~is~~r building or tenant space, and may be issued at the discretion of the building official, when the owner or tenant has demonstrated his/her ability to perform said work. All contractor limited license fees shall be one-half of the regular license fee as set forth in the administrative fee schedule established by this jurisdiction.

~~(c~~

(b) *Registration of electrical contractors.*

(1) *Registration*. It shall be unlawful for any person to engage in electrical contracting in the City of Arvada without being duly registered as provided in this chapter.

(2) *Qualifications*. To be qualified for registration as an electrical contractor, an applicant must hold a valid electrical contractor~~'~~'s license issued by the state according to C.R.S. § 12-115-101 *et seq*. It shall be the responsibility of the applicant to provide evidence of the state license to the city.

(3) *Registration forms.* Registration under this chapter shall be on forms furnished by the building ~~inspection~~safety division. The continuation or completion of work in progress shall require the renewal of an expired registration. No fee shall be charged to process a registration form.

(4) *Expiration and renewal.* Registration expiration shall be as outlined in section 18-75.

(5) *Other provisions apply.* Except as set forth in this subsection (b), all other provisions of this code apply to registered electrical contractors.

(m) *Registration of plumbing contractors.*

(1) *Registration.* It shall be unlawful for any person to engage in plumbing contracting in the City of Arvada without being duly registered as provided in this chapter.

(2) *Qualifications.* To be qualified for registration as a plumbing contractor, an applicant must hold a valid plumbing contractor's license issued by the state

according to C.R.S. § 12-155-101 *et seq.* It shall be the responsibility of the applicant to provide evidence of the state license to the city.

(3) *Registration forms*. Registration under this chapter shall be on forms furnished by the building safety division. The continuation or completion of work in progress shall require the renewal of an expired registration. No fee shall be charged to process a registration form.

(4) *Expiration and renewal.* Registration expiration shall be as outlined in section 18-75.

~~(1)~~(5) *Other provisions apply.* Except as set forth in this subsection (c), all other provisions of this code apply to registered ~~electrical~~plumbing contractors.

~~Sec. 18-75. Expiration and renewal.~~

~~(a~~

(n) *Registration of radon mitigation contractors.*

(1) *Registration*. It shall be unlawful for any person to engage in radon mitigation contracting in the City of Arvada without being duly registered as provided in this chapter.

(2) *Qualifications*. To be qualified for registration as a radon mitigation contractor, an applicant must hold a valid radon mitigation professional license issued by the state according to C.R.S. § 12-165-101 *et seq*. It shall be the responsibility of the applicant to provide evidence of the state license to the city.

(3) *Registration forms.* Registration under this chapter shall be on forms furnished by the building safety division. The continuation or completion of work in progress shall require the renewal of an expired registration. No fee shall be charged to process a registration form.

(4) *Expiration~~.~~ and renewal.* Registration expiration shall be as outlined in section 18-75.

(5) *Other provisions apply.* Except as set forth in this subsection (d), all other provisions of this code apply to registered electrical contractors

Sec. 18-75. Expiration and renewal.

(a) *Expiration.* The ~~VI~~ Class P ~~plumbing contractor~~Plumbing Contractor license shall expire three years from the date of issue or upon the expiration date of the plumbing contractor~~'~~'s license issued by the state, whichever is sooner. The Class E Electrical contractor registrations shall expire three years from date of issue or upon the expiration date of the electrical ~~contractor's~~contractor's license issued by the state, whichever is sooner. The Class RM Radon Mitigation contractor registrations shall expire three years from date of

issue or upon the expiration date of the radon mitigation professional license issued by the state, whichever is sooner. All other licenses shall expire one year from date of issue. Expired licenses and registrations shall be renewed, and a new license fee, where applicable, paid prior to continuation or completion of work.

(b) *Renewal license fee.* The fee for the renewal of a contractor's license shall be the same as those set forth for the contractor's license in the administrative fee schedule established by this jurisdiction.

Sec. 18-76. Qualified supervisors.

(a) *When required.* The respective licensees, whether individuals, firms or corporations, shall not be required to possess those skills and qualifying experience records required for the work they are permitted to do under the terms and provisions of their respective licenses, provided that they retain in their business a supervisor whose skills and qualifying experience records are such that ~~he~~the licensee would be qualified to supervise all work in the~~is~~r principal's license category. The respective licensees' rights to do business shall be dependent upon the continued retention of the designated supervisors in active, full-time capacity.

(b) *Termination of supervisor.* Whenever a designated supervisor terminates ~~his~~the supervisor's association with a licensee or otherwise becomes inactive, the licensee shall immediately notify the building ~~inspection~~safety division. In such event, the license shall be deemed to be suspended and there shall be a thirty (30) calendar day grace period from the date of termination of the supervisor in order to acquire a proper supervisor before complete termination of the license. Should the supervisor be replaced, such fact shall be made known to the building ~~inspection~~safety division. If the proposed replacement is found to meet the required qualifications, the license shall again be deemed in full force and effect without imposition of an additional license fee for the license period.

(c) *Qualifications of supervisor.* Each individual who is to act as a supervisor shall work proposed to be done. Each individual who is to act as a supervisor shall be designated as such in each application for a license. Each supervisor shall be required to take a license examination in accordance with section 18-71(b) or provide information as requested to demonstrate knowledge and proficiency to perform work in accordance with the regulations of this chapter.

ARTICLE IV. SPECIAL INSPECTORS

Secs. 18-77—. General requirement.

(a) *Registration required.* No special inspector shall perform any special inspection of any building or structure governed by this chapter in the city unless such special inspector shall have first applied for and become registered as a Special Inspector, authorizing the performance of such inspection within the classifications hereinafter set forth. Special

Inspectors shall maintain current registration with the City while performing any special inspection governed by this chapter and technical codes.

(b) *Registration qualifications.* The building official may establish reasonable qualification procedures for registration to assure that the special inspector has the knowledge and capability to perform special inspections in accordance with the regulations of this section and technical codes. The building official may accept qualification documentation from special inspections performed in another jurisdiction. The building official shall not deny registration to any person or firm conforming to the requirements of this chapter, industry best practices and other applicable law and technical codes.

(c) *Application form.* Application for special inspection registration and renewal thereof shall be on forms designated by the city for such purpose. A final review and appropriate action shall be taken on such registration application, and the applicant shall be notified accordingly.

(d) *Requirements.* All applications for special inspectors must be legible and complete in every detail. The building official shall not accept any application that is not complete in every detail. If an omission or error is discovered by the building official, the application shall be rejected and returned to the applicant for completion or correction without further action by the building official.

(e) *Change of Special Inspector.* In the event a special inspector is no longer performing special inspections for a project, the special inspector shall notify the building safety division in writing of such change and state the reason why.

Sec. 18-78. Responsibilities.

All special inspector registrants shall be responsible for any special inspection they are performing, without limitation to the items as herein listed to:

(a) Present the required city license when required by the building official or the building official's authorized representative;

(b) Inform the building safety division promptly of any change in licensee's address or telephone number;

(c) Obtain a special inspector license when the same is required;

(d) Provide correct and honest factual information on all applications for special inspector licensing;

(e) Provide special inspections without substantial departure from or disregard of drawings and specifications when such drawings and specifications have been filed and approved by the building safety division and permit issued for same unless changes are approved by the building safety division;

(f) Perform the activity authorized by the special inspection license and qualifications in a proficient manner consistent with acceptable building practices and special inspector practices;

(g) Comply with all orders, conditions, and restrictions issued by written order of the building official.

Sec. 18-79. Validity.

(a) *Change in ownership.* A change in name or ownership of a registered entity shall have the legal effect of terminating the registration. Therefore, all such changes shall be reported by the registrant to the building safety division, and a new registration obtained prior to any additional special inspection continuing.

(b) *Incorporation.* Incorporation or dissolution of a corporation and creation of a new legal entity that requires registration, even though one or more stockholders or directors are registered, shall terminate the registration. All such changes shall be reported to the building safety division, and a new registration obtained prior to any additional special inspection continuing.

(c) *Change in partnership.* The creation of a partnership or a change in any general or managing partner requires that new registration be obtained even though one or more of the partners are registered.

(d) *Dissolution of entity.* The dissolution of a corporation or partnership that has been registered terminates the registration and no individual or firm may operate under such registration.

(e) *Change of name.* In the case where it is desired to change the name of a presently registered firm, partnership or corporation where there is no change in ownership, a new registration shall be applied for under the new name, upon surrender of the previously issued registration.

(o) *Registration not transferable.* Special Inspector registrations are not transferable, and the use of one special inspector registration by any other special inspector shall be a violation of this chapter.

(g) *Change of Special Inspector classification.* When a special inspector requests a change to a different registration classification, and upon verification of his/her ability to perform satisfactorily in that classification, a new license shall be issued.

(h) *Approval.* The approval of a special inspector registration shall not be construed to be approval of any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Registration for Special Inspectors presuming to give authority to violate or cancel the provisions of the technical codes or ordinances of the city shall not be valid.

The approval of registration for a special inspector based on the data and forms provided shall not prevent the building official from requiring correction of errors in forms, reports, documents or other data provided by the special inspector.

Sec. 18-80. Classification.

(a) *General.* There shall be various classes of special inspector registration, and the holder of each approved registration shall be authorized to do the following:

(1) Structural Steel Welding
(2) Structural Concrete and Reinforced Steel
(3) Anchor Bolts in Concrete
(4) Prestressed Concrete and PT tendons
(5) Shotcrete
(6) Masonry
(7) High Load Diaphragms
(8) Grading, Excavation and filling
(9) Driven Deep Foundations
(10) Cast-In-Place Deep Foundations
(11) Structural Load Bearing Items to be Fabricated Off Site
(12) Sprayed Fire-Resistant Materials
(13) Mastic and Intumescent Coatings
(14) Exterior Insulation and Finish System
(15) Expansion and Adhesive Anchors
(16) Smoke Control
(17) Structural Wood
(18) Structural Steel
(19) Architectural Components
(20) Mech and Elec Components
(21) Other Inspections as required by the design professional or the Building Official

Sec. 18-81. Expiration and renewal.

(a) *Expiration.* The Special Inspector registration shall expire three years from the date of issuance.

Secs. 18-82 - 18-100. Reserved.

ARTICLE ~~I~~V. INTERNATIONAL BUILDING CODE

Sec. 18-101. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq*. and the Arvada City Charter, the International Building Code, 20~~18~~24 Edition, including Appendixes C and I, published by the International

Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478, is hereby adopted by reference and incorporated into the city Code. All other appendices are deleted.

The 20~~18~~24 International Building Code shall be known as the ~~"I.B.C."~~"IBC" or the ~~"~~"building code~~"~~" and may be cited and referred to as such.

Sec. 18-102. ~~I.B.C.~~ **– IBC – Section 101.1, Title.**

Section 101.1. Title, is hereby amended in its entirety to read as follows:

~~"~~

"*101.1. Title.* These regulations shall be known as the *Building Code* ~~*of Arvada*~~*of the City of Arvada*, hereinafter referred to as ~~"~~"this code~~.""~~ ."""

Sec. 18-103. ~~I.B.C.~~ **– IBC – Section 103.1, Creation of enforcement agency.**

Section 103.1 Creation of enforcement agency, is hereby amended in its entirety to read as follows:

"*103.1 Creation of enforcement agency*. The Building Safety Division is hereby created, and the official in charge thereof shall be known as the *building official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Sec. 18-104. – IBC – Section 105.2, Work exempt from permit.

Section R105.2. Work exempt from permit, is hereby amended to change subsection (2) under "Building" to read as follows:

"2. Fences, other than swimming pool, hot tubs or spa barriers, not over 6 feet high."

The remaining subsections to remain unchanged

Sec. 18- 105. – IBC – Section 105.5, Expiration.

Section 105.5. Expiration, is hereby amended in its entirety to read as follows:

~~"~~

"*105.5. Expiration.* Expiration of permits shall be as set forth in Sec. 18-39(f~~)."~~)."

Sec. 18-~~104. I.B.C.~~ **106. – IBC – Section 109, Fees.**

Section 109. Fees, is hereby amended in its entirety to read as follows:

~~"~~

"*109. Fees.* The fees for all work shall be as set forth in Sec. 18-42~~."~~ ."

Sec. 18-~~105. I.B.C.~~ **107. – IBC – Section 113,** ~~Board~~ **Means of Appeals.**

Section 113. Board of Appeals is hereby amended in its entirety to read as follows:

"

"*113.1 Board Means of Appeals.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36." ."

Sec. 18-106. I.B.C.108. – IBC – Section 114.4, Violation penalties.

Section 114.4. Violation penalties, is hereby amended in its entirety to read as follows:
"

"*114.4. Violation penalties.* Any violation of the building code shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in Section 1-5 of the Arvada City Code." ."

Sec. 18-107. I.B.C.109. – IBC – Section 303.1.4,. Accessory to places of religious worship.

Section 303.1.4. Accessory to places of religious worship, is hereby amended by adding a second paragraphin its entirety to read as follows:

"*"303.1.4. Accessory to places of religious worship.* Accessory religious educational rooms and religious auditoriums with *occupant loads* less than 100 per room or space are not considered separate occupancies.

Rooms and spaces within places of religious worship providing overnight homeless sheltering for fewer than 50 occupants, for less than 16 continuous hours, shall be classified as part of the primary occupancy notwithstanding any other provisions of this code which would disallow overnight occupancy in such rooms or spaces, and provided the aggregate area used for sleeping is less than 10,000 square feet and has all of the following:

- • eExiting and emergency lighting
- • oOperational smoke alarms and carbon monoxide alarms in all sleepings areas
- • a minimumMinimum of one awake attendant
- • anAn emergency plan

An operational permit and an *approved* emergency plan for such use may be required on an annual basis through the governing Fire Code Official subject to review of compliance with these provisions." ."

Sec. 18-108. I.B.C.110. – IBC – Section 419.308.2 Institutional Group I-1, General.

Section 419.308.2 Institutional Group I-1 General, is hereby, shall be amended in its entirety to read as follows:

"*419.1. General.* A live/work unit shall comply with Sections 419.1 through 419.9.

Exception: Dwelling or sleeping units that include an office that is less than 10 percent of the area of the dwelling unit are permitted to be classified as dwelling units with accessory occupancies in accordance with section 508.2.

"308.2 Institutional Group I-1. Institutional Group I-1 occupancy shall include buildings, structures or portions thereof for more than 16 persons, excluding staff, who reside on a 24-hour basis in a supervised environment and receive *custodial care.* Buildings of Group I-1 shall be classified as Condition 2 as specified in **Section 308.2.2** unless approved by the building and *fire code official* as Condition 1 as specified in **Section 308.2.1** and shall comply with Section 420 of the *International Building Code*. This group shall include, but not be limited to, the following:

Alcohol and drug centers
Assisted living facilities
Congregate care facilities
Group homes
Halfway houses
Residential board and care facilities
Social rehabilitation facilities"

Sec 18-111. – IBC – Section 310.5 Residential Group R-4

Section 310.5 Residential Group R-4, shall be amended in its entirety to read as follows:

"310.5 Residential Group R-4. Residential Group R-4 occupancy shall include buildings, structures or portions thereof for more than 16 persons, excluding staff, who reside on a 24-hour basis in a supervised environment and receive *custodial care.* Buildings of Group R-4 shall be classified as Condition 2 as specified in **Section 310.5.2** unless approved by the building and *fire code official* as Condition 1 as specified in **Section 310.5.1** except as otherwise provided for in the *International Building Code*. This group shall include, but not be limited to, the following:

Alcohol and drug centers
Assisted living facilities
Congregate care facilities
Group homes
Halfway houses
Residential board and care facilities
Social rehabilitation facilities

Group R-4 occupancies shall meet the requirements for construction as defined for Group R-3, except as otherwise provided for in this code."

Sec. 18- 112. – IBC – Section 508.5 Live/work units.

Section 508.5 Live/work units under *"Exception"* is hereby amended by the addition of a second paragraph under the exception to read as follows:

"Single family homes, duplexes, and townhomes built in accordance with the International Residential Code may include up to 300 square feet of area within the dwelling unit and attached garage or 600 square feet in a detached building accessory to the dwelling unit, for uses that would otherwise be classified as B, M, F, or S Occupancies in accordance with this code, without complying with the provisions of this code. Operational permits and limitation of quantities of hazardous materials in accordance with the International Fire Code are required. Alterations to these spaces shall be in accordance with the International Residential Code." ."

Sec. 18-109. I.B.C. 113. – IBC – Section 902.1, . Pump and riser room size.

Section 902.1 Pump and riser room size, is hereby amended to read as follows:
"

"*902.1. Pump and riser room size*. Where provided, fire pump rooms and automatic sprinkler system riser rooms shall be designed with adequate space for all equipment necessary for the installation, as defined by the manufacturer, with sufficient working space around the stationary equipment. Clearances around equipment to elements of permanent construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required fire-resistance-rated assembly. Fire pump and automatic sprinkler system riser rooms shall be provided with doors and unobstructed passageways large enough to allow removal of the largest piece of equipment. The room shall provide a minimum of 36 square feet working space around a fire pump or automatic sprinkler system riser." ."

Sec. 18-110. I.B.C.114. IBC – Section 902.1.1. Access.

Section 902.1.1. Access, is hereby amended to read as follows:

"*902.1.1 Access*. Automatic fire sprinkler system risers, fire pumps and controllers shall be provided with ready access. Where located in a fire pump room or automatic sprinkler system riser room, the door shall be permitted to be locked provided that the key is available at all times. When automatic fire sprinkler systems are provided within a building and the system serves multiple tenant spaces, the main fire sprinkler control valves shall be placed within an approved room that has access provided directly from the building exterior."

Sec. 18- 115. – IBC – Section 903.1, . General.

Section 903.1 General, is hereby amended by adding the following subsections:
"

"*903.1.2 Location of sprinkler control valves.* When automatic sprinkler systems are required within a building and the system serves more than one tenant space, the main control valves shall be located within an approved room that is accessible directly from the building exterior. The door shall be not less than three (3) feet in width by six (6) feet in height." ."

"

"*903.1.3 Fire department access.* Any change of occupancy of an existing building that does not have approved fire department access as required in ~~c~~Chapter 5 of the International Fire Code may be required by the *fire code official* to have an automatic fire sprinkler system installed regardless of the building size~~." ~~."

"

"*903.1.4 Multi-tenant buildings*. In buildings that have warehouse space(s) that have the ability to allow high-piled combustible storage per ~~c~~Chapter 32 of the International Fire Code shall have a fire line installed with a main that runs the length of the building for future addition of fire sprinkler systems~~." ~~."

Sec. 18-~~111. I.B.C. Section 904.13, Domestic cooking systems.~~

~~*Section 904.13. Domestic cooking systems,* is hereby amended by adding item number four (4.) as follows:~~

~~"4. In Group R-4 occupancies where domestic cooking facilities are installed in accordance with section 407.2.3 of the International Building Code."~~

~~Sec. 18-112. I.B.C.~~**116. – IBC – Section 903.4.~~2,~~3. Alarms.**

Section 903.4.~~2~~3. Alarms, is hereby amended to read as follows and with the added subsection:

"*903.4.~~2~~3. Alarms.* An approved audible/visual alarm device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler waterflow alarm devices shall be activated by waterflow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system and cause notification as set forth in Section 907.5. When buildings have multiple tenant spaces notification devices shall be installed in accordance with Section 907.5 in each tenant space~~." ;s1; ". ~~"

"*903.4.~~2.1~~4 Audible and visual signals*. Audible and visual fire alarm notification devices shall be connected to every automatic sprinkler system. Such audible and visual devices shall be activated throughout the building upon water flow. When buildings have multiple tenant spaces, notification devices shall be installed in accordance with ~~s~~Section 907.5 in each tenant space~~." ~~."

Sec. 18-~~113. I.B.C.~~ 117. – IBC – Section 904. 15. Domestic cooking facilities.

Section 904.15. Domestic cooking facilities, is hereby amended by adding item number four to read as follows:

"4. In Group R-4 occupancies where domestic cooking facilities are installed in accordance with Section 420.9 of the International Building Code."

Sec. 18- 118. – IBC – Section 907.5.2.2~~,~~. Emergency voice/alarm communication~~.~~ systems.

Sec. 907.5.2.2. Emergency voice/alarm communication, is hereby amended by adding the following subsection:

"

"*907.5.2.2.6. Intelligibility.* The intelligibility of a voice/alarm communication system shall be tested in an objective manner in accordance with NFPA 72." ."

Sec. 18-114. I.B.C. Section 912.2, Location.

Sec. 912.2. Location, is hereby amended to read as follows:

"*912.2. Location.* With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The fire department connection for automatic sprinkler systems and standpipe systems shall be located a minimum of 50 feet and a maximum 150 feet (45,720 mm) of a fire hydrant."

Sec. 18-115. I.B.C. **119. – IBC – Section 912.4.1,. Locking fire department connection caps.**

Sec. 912.4.1. Locking fire department connection caps, is hereby amended in its entirety to read as follows:

"

"*912.4.1. Locking fire department connection caps.* Approved locking fire department connection caps shall be installed on all new water-based fire protection systems. Locking fire department connection caps shall be installed when fire department connection caps are found missing on existing water-based fire protection systems and the fire department connection is subjected to internal obstructions." ."

Sec. 18-116. I.B.C. 120. – IBC – Section 1206.3, Structure-borne sound.

Section 1206.3. Structure- borne sound, is hereby amended by the addition of an exception to read as follows:

"*1206.3. Structure- borne sound.* Exception: Floor ceiling assemblies between a dwelling unit or sleeping unit and a public or service area shall not be required to have an impact insulation rating."

Sec. 18- 121. – IBC – Section 1507.2.8.4, Step Sidewall and counther flashing.

Section 1507.2.8.4. Step Sidewall and counther flashing, is hereby added to read as follows:

"

"*1507.2.8.4. Step Sidewall and counther flashing.* Step and counterBase flashing, or an approved alternative method of against a vertical sidewall shall be continuous or step flashing is required around evaporative coolers, skylights and other similarand shall be not less than 4 inches (102 mm) in height and 4 inches (102 mm) in width and shall direct water away from the vertical sidewall onto the roof openings."

~~Sec. 18-117. I.B.C. Section 1511.6,~~or into the gutter. Flashing~~.~~

~~*Section 1511.6. Flashing,* is hereby amended by adding a second paragraph to read as follows:~~
~~"*1511.6. Flashing.* Step and counter flashing, or an approved alternative method of flashing~~ is required ~~around~~against a vertical front wall, soil stack, vent pipe, chimney, evaporative cooler~~s~~, skylights and other similar roof openings~~."~~, and shall be applied in accordance with the asphalt shingle manufacturer's instructions."

Sec. 18-~~118. I.B.C.~~ 122. – IBC – Section 1609.3, Basic wind speed.

Section 1609.3. Basic wind speed, is hereby amended in its entirety to read as follows:
"

"*1609.3. Basic wind speed.* The wind speeds for the City of Arvada are 136V~~ult~~ from the Eastern city limit West to Highway 93. The wind speed for areas West of Highway 93 is 150V~~ult~~.~~"~~"

Sec. 18-~~119. I.B.C.~~ 123. – IBC – Section 1609.4, Exposure category.

Section 1609.4. Exposure category, is hereby amended by adding a second paragraph to read as follows:
~~"*1609.4. Exposure category.*~~

"The building official may accept an exposure classification from a qualified engineer, licensed with the state, if a detailed analysis of site conditions adjacent to the proposed project or structure is provided to support the engineer's recommendation. Recommendations should take into account exposure categories that adequately reflect the characteristics of ground surface irregularities for each wind direction and variations in ground surface roughness that arise from natural topography and vegetation as well as from constructed features. If an engineer's analysis is not provided, an exposure classification of "C" shall be used~~."~~."

Sec. 18-~~120. I.B.C.~~ 124. – IBC – Section 1803.5.3, Expansive soils.

Section 1803.5.3. Expansive soils, is hereby amended in its entirety to read as follows:
~~"*1083.5.3*~~

"*R401.4. Expansive soils.* Expansive soils are deemed present throughout most of the city. A soils report and ~~engineered~~registered design professional stamped foundation plans are required for all new construction. ~~Such plans must~~Soils reports shall be prepared by a state registered geotechnical engineer and foundation plans shall be prepared by a state registered professional engineer. The documents must specifically include design computations for pier diameter and length, describe methods to provide restraint from lateral soil pressures, provide a slab performance risk evaluation, compaction, and soil preparation requirements for slab~~s~~ on grade, and other information deemed necessary ~~by~~to the engineer of record.
~~Exception:~~
Exceptions:

1. If the existing foundation of an R-3 residential building or an IRC compliant residential building is performing adequately, foundations for additions to such existing buildings are allowed to match the existing foundation type without the need for a soils report as long as one or more of the following exceptions is met:
a. An open hole soils investigation by a state licensed geotechnical engineer is provided prior to pouring concrete foundation elements and is evaluated by the design professional of record.
b. The Engineer of record may ~~be required."~~ use of the worst case scenario soil bearing capacity is used in the design of the foundation.
2. Decks, patio covers and pergola projections attached to an existing R-3 residential building need not provide a soils report or engineered foundation plans, unless deemed necessary by the code official.
3. Detached accessory structures for R-3 residential Buildings or IRC compliant residential buildings under 600 sf and under 10' eave height that are non-habitable, need not provide a soils report or engineered foundation plans unless deemed necessary by the code official."

Sec. 18-~~121. I.B.C.~~ 125. – IBC – Section 3002.10, Handrails.

Section 3002.10. Handrails, is hereby added to read as follows:

"
"*3002.10. Handrails.* A handrail shall be provided on one wall of the car, preferably the rear. The rails shall be smooth and the inside surface at least 1 1/2 inches (38 mm) clear of the walls at a nominal height of 32 inches (813 mm) from the floor. ~~Nominal = +1 inch (25 mm).~~
Nominal = +1 inch (25 mm).

Note: Thirty-two inches (813 mm) required to reduce interference with car controls where lowest button is centered at 35 inches (889 mm) above floor~~."~~."

Sec. 18- 126. – IBC – Section 3310.1, Stairways required

Section 3310.1 Stairways required, is hereby amended to read as follows:

"*3310.1 Stairways required.* Where building construction exceeds 20 feet (6 096mm) in height above the lowest level of fire department vehicle access, a temporary or permanent *stairway* shall be provided. As construction progresses, such *stairway* shall be extended to within one floor of the highest point of construction having secured decking or flooring."

Secs. ~~18-122~~ 18- 127 - 18-166. Reserved.

ARTICLE VI. INTERNATIONAL RESIDENTIAL CODE

Sec. 18-167. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq*. and the Arvada City Charter, the International Residential Code, 20~~18~~24 Edition, including Appendices ~~A, B, C, F, G, H, J, K, M, N,~~ BB, BC, BE, BF, BG, BH, BM, BO, CA, CB, CC, CD and ~~O,~~CE, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478, is hereby adopted by reference and incorporated into the city Code..

The 20~~18~~24 International Residential Code shall be known as the "~~I.R.C."~~IRC" or the "residential code" and may be cited and referred to as such.

Sec. 18-168. ~~I.R.C.~~ **– IRC – Section R101.1, Title.**

Section 101.1. Title, is hereby amended in its entirety to read as follows:
"

> "*101.1 Title*. These provisions shall be known as the *Residential Code for One- and Two-family Dwellings of the City of Arvada and shall be cited as such and will be referred to herein as* ~~"~~ *"this code*~~."~~*.""*

Sec. 18-169. ~~I.R.C.~~ **– IRC – Section** ~~R101.2, Scope~~**R103.1, Creation of agency.**

Section ~~*R101.2. Scope*~~*103.1 Creation of agency,* is hereby amended to read as follows:

> ~~"*R101.2. Scope.* The provisions of the International Residential Code for One- and Two-family Dwellings shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height.~~
>
> ~~Any installation, alteration, modification, repair, movement, removal, demolition, or use of any system, equipment, or component that is not specifically covered in these chapters of the I.R.C. shall comply with applicable provisions of the related technical codes."~~
>
> "*103.1 Creation of agency*. The Building Safety Division is hereby created, and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Sec. 18-170. ~~I.R.C.~~ **– IRC – Section R105.2, Work exempt from permit.**

Section R105.2. Work exempt from permit, is hereby amended to change subsection (1) and subsection (2) under "Building" to read as follows:
"

> "1. One-story detached accessory structures, provided that the floor area does not exceed 120 sf."
>
> "2. Fences, other than swimming pool, hot tubs and spa barriers, not over 6 feet high~~."~~."

The remaining subsections to remain unchanged.

Sec. 18-171. ~~I.R.C.~~ **– IRC – Section R105.5, Expiration.**

Section R105.5. Expiration, is hereby amended in its entirety to read as follows:
"
"*R105.5. Expiration.* Expiration of permits shall be as set forth in Sec. 18-39(f~~)."~~)."

Sec. 18-172. ~~I.R.C.~~ **– IRC – Section R108, Fees.**

Section R108. Fees, is hereby amended in its entirety to read as follows:
"
"*R108. Fees.* The fees for all work shall be as set forth in Sec. 18-42~~."~~."

Sec. 18-173. ~~I.R.C.~~ **– IRC – Section R109.1.2, Plumbing, mechanical, gas, and electrical systems inspection.**

Section R109.1.2. Plumbing, mechanical, gas and electrical systems inspection, is hereby amended ~~by amending the first paragraph~~h in its entirety to read as follows:
"

"*R109.1.2. Plumbing, mechanical, gas and electrical systems inspection.* A rough mechanical, electrical, and plumbing inspection shall be made prior to rough frame inspection and after the roof and roof covering, framing, fire-blocking, and bracing are in place, and all vents, duct systems, piping, and HVAC equipment is properly installed, including all vents, exhausts, and intakes extended through the completed roof and walls~~."~~.

~~The exception listed in Section R109.1.2 shall remain the same.~~

Exception: Backfiling of ground-source heat pump loop systems tested in accordance with Section M.2105.28 prior to inspection shall be permitted.".

Sec. 18-174. ~~I.R.C.~~ **– IRC – Section R109.1.7, Grading performance inspection.**

Section R109.1.7. Grading performance inspection, is hereby added to read as follows:
"

"*R109.1.7. Grading performance inspection.* Prior to issuance of a certificate of occupancy, a grading performance certificate shall be provided to the building official. The document shall be prepared by a state licensed land surveyor or state registered professional engineer. The grading performance certificate shall contain an affirmative statement that an inspection of the site has been performed and that the lot will drain adequately and in accordance with the drainage plan of the approved subdivision plat and drainage will not result in ponding or flooding conditions to adjacent lots~~."~~."

Sec. 18-175. ~~I.R.C.~~ **– IRC – Section R109.1.8, Building Location Inspection**

Section R109.1.8. Building Location Inspections, is hereby added to read as follows:

"

"*R109.1.8. Building Location Inspections.* A building location inspection shall be made prior to the foundation being poured. This inspection is required for all new buildings and building additions. Prior to issuance of a certificate of occupancy, an improvement location certificate (ILC) or survey shall be provided to the building official. The document shall be prepared by a state licensed land surveyor or state registered professional engineer and show compliance with required setbacks of the Land Development Code adopted by the City of Arvada. The building official shall determine whether an actual survey or an ILC is required, and, at his the building official's discretion, may waive these requirements for good cause." ."

Sec. 18-176. I.R.C. – IRC – Section R110.32, Certificate issued.

Section R110.3.2. Certificate issued, is hereby amended by amending the first paragraph in its entirety to read as follows:
"

"*R110.3.2. Certificate issued.* After the building official inspects the building or structure and finds no violations of the provisions of this code or any other applicable policies or laws that are enforced by the department of building safety, the building official shall issue a certificate of occupancy which shall contain the following:" :

The remaining numbered provisions of section R110.3 of the I.R.C. shall remain unchanged.

1. The *permit* number.
2. The address of the structure.
3. The name and address of the *owner* or the *owner's* authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code.
6. The name of the *building official.*
7. The edition of the code under which the *permit* was issued.
8. Where an automatic sprinkler system is provided and whether the sprinkler system is required.
9. Any special stipulations and conditions of the building *permit*."

Sec. 18-177. I.R.C. – IRC – Section R112, Board of Appeals.

Section R112. Board of Appeals, is hereby amended in its entirety to read as follows:
"

" *R112.1. Board Means of Appeals.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36." ."

Sec. 18-178. I.R.C. – IRC – Section R113.4, Violation penalties.

Section R113.4. Violation penalties, is hereby amended in its entirety to read as follows:

"

"*R113.4. Violation penalties.* Any violation of the residential code shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in section 1-5.".”

Sec. 18-179. I.R.C. – IRC – Section R202, Definitions, Accessory Structure.

Section R202. Definitions. *“Accessory Structure”* is hereby amended to read as follows.
"

“*Accessory Structure,* shall be as defined in the Land Development Code as adopted by the City of Arvada." .”

Sec. 18-180. I.R.C. – IRC -Section R301.1, ApplicationR202 Definitions, Bedroom.

Section R301.1. Application,R202. Definitions. “Bedroom” is hereby amended by adding a second paragraphadded to read as follows:

"*R301.1. Application.* Design snow loads for this jurisdiction are: roof snow load = 30 psf (1.44 kN/m2); ground snow load = 25 psf (1.2 kN/m2)."

“*Bedroom*. A habitable room that is used primarily for sleeping and contains a clothes closet. Bedrooms may be designed without a clothes closet where desired.”

Sec. 18- 181. I.R.C. – IRC – Section R301.2, Climatic and geographical design criteria.

Table R301.2 (1) of Section R301.2. Climatic and geographical design criteria, is hereby amended in its entirety to read as follows:

"Table R301.2 (1)
CLIMATIC AND GEOGRAPHICAL DESIGN CRITERIA

Ground and Roof Snow Load[p]	Wind Design		Seismic Design Category[f]	Subject to Damage From			Winter Design Temp[e]	Ice Barrier Underlay-ment Reuired[h]	Flood Hazards[g]	Air Freezing Index[i]	Mean Annual Temp[j]	IECC Zone
	Speed (mph)[d]	Topo-graphic Effects[k]		Weathering[a]	Frost-line Depth[b]	Termite[c]						
30 psf	136 V^{ult} E. of Hwy 93 150 V^{ult} W. of Hwy 93 Exp.C	Yes	“B”	Severe	36”	Slight	1˚ F	Yes	NFIP: Nov. 20, 1972 FIRM: July 13, 2016	500-1000	50.5	5b

Manual J Design Criteria[n]							
Elevation	Latitude	Winter Heating 99% Dry Bulb	Summer Cooling 1% Dry Bulb	Altitude Correction Factor	Indoor Design Temp.	Design Temp. Cooling	Heating Temp. Difference
5453’ E. of Hwy. 93; Varies W. of Hwy. 93	40 ˚ North	1˚	91˚	.832 E. of Hwy. 93; Varies W. of Hwy. 93	70 ˚	75 ˚	69 ˚

Cooling Temperature Difference	Wind Velocity Heating	Wind Velocity Cooling	Coincident Wet Bulb	Daily Range	Winter Humidity	Summer Humidity	--
16 ˚	15 mph	7.5 mph	60	High (H)	30%	50%	--

The remainder of the section, including the information underneath the chart, remains unchanged.

Sec. 18- 182. ~~I.R.C.~~ – IRC – Section R301.2.1.4, Exposure category.

Section R301.2.1.4. Exposure category, is hereby amended by adding a second paragraph to read as follows:

"

"*R301.2.1.4. Exposure category.* The building official may accept an exposure category from a qualified engineer, licensed with the state, provided a detailed analysis of site conditions adjacent to the proposed project or structure is provided to support the engineer's recommendation. Recommendations should take into account exposure categories that adequately reflect the characteristics of ground surface irregularities for each wind direction and variations in ground surface roughness that arise from natural topography and vegetation as well as from constructed features. If an engineer's analysis is not provided, an exposure category of "C" shall be used. ~~"~~."

Sec. 18-183. ~~I.R.C.~~ – IRC – Section ~~R303.3, Bathrooms.~~

~~*Section R303.3. Bathrooms,* is hereby amended to read as follows:~~

~~"*R303.3. Bathrooms.* Bathrooms, water closet compartments and other similar rooms shall have mechanical ventilation even if those areas have an openable window that satisfies the minimum size requirements herein. The minimum ventilation rates shall be in accordance with section M1507. Ventilation air from the space shall be exhausted directly to the outside."~~

~~The exception is hereby deleted.~~

~~**Sec. 18-184. I.R.C. Section R313.1, Townhouse automatic fire sprinkler systems.**~~

~~*Section R313.1, Townhouse automatic fire sprinkler systems* is hereby deleted in its entirety.~~

~~**Sec. 18-185. I.R.C. Section 313.2, One- and two-family dwelling automatic fire systems.**~~

~~*Section R313.2 One- and two-family dwelling automatic fire systems,* is hereby deleted in its entirety.~~

~~Sec. 18-186. I.R.C. Section R326~~ **R328.2, Pools in floodplain hazard areas.**

Section R32~~6~~8.2 Pools in floodplain hazard areas, is hereby added to read:

"

"*R32~~6~~8.2 Pools in flood hazard areas*. Pools that are located in floodplain hazard areas shall be in accordance with those sections as set forth in ~~d~~Division 4-1-2 of the Land Development Code as may be amended from time to time. ~~"~~."

Sec. 18-~~187. I.R.C.~~184. – IRC – Section R401.4, Soil tests.

Section R401.4. Soil tests, is hereby amended ~~by adding a second paragraph and an exception~~in its entirety to read as follows:
"

"*R401.4. Soil tests~~.~~ and Foundation Plans.* Expansive soils are deemed present throughout most of the city. A soil's report and ~~engineered~~registered design professional stamped foundation plans are required for all new construction. ~~Such plans must~~Soils reports shall be prepared by a state registered geotechnical engineer and foundation plans shall be prepared by a state registered professional engineer. The documents must specifically include design computations for pier ~~and~~ diameter and length, describe methods to provide restraint from lateral soil pressures, provide a slab performance risk evaluation, compaction, and soil preparation requirements for slab on grade, and other information deemed necessary to the engineer of record. Where the *seismic design category* in accordance with Section R301.2.2.1 is C or greater and where soil testing is performed, the geotechnical report shall include the determination of the site class and the short-period spectral response acceleration, S_{DS}, in accordance with Section 1613 of the *International Building Code*. The *seismic design category* shall be assigned in accordance with Table R301.2.2.1.1.

~~*Exception:*~~

Exceptions:

1. If the existing foundation of an R-3 residential building or an IRC compliant residential building is performing adequately, foundations for additions to such existing buildings are allowed to match the existing foundation type~~.~~ without the need for a soils report as long as one or more of the following exceptions is met:

   a. An open hole soil's investigation by a state licensed geotechnical engineer ~~may be required."~~is provided prior to pouring concrete foundation elements and is evaluated by the design professional of record.

~~**Sec. 18-188. I.R.C. Section R403.1, General.**~~

~~*Section R403.1. General,* is hereby amended in its entirety to read as follows:~~

~~"*R403.1. General.* Footings~~b. The Engineer of record uses the worst case scenario soil bearing capacity in the design of the foundation.

2. Decks, patio covers and ~~foundations shall be designed by a state licensed engineer or architect, and the plans shall be submitted with the permit application.~~

~~Exception: Detached Group U Occupancies and minor additions to Group R-3, Occupancies. If the~~pergola projections attached to an existing ~~foundation for a~~ R-3 residential building ~~is performing adequately, foundations for additions may match the existing foundation type. An open hole soil's investigation by a state licensed engineer may be required.~~

~~All exterior walls shall be supported on continuous solid or fully grouted masonry or concrete footings, wood foundations, or other approved structural systems which shall be of sufficient design to accommodate all loads according to section R301 and to transmit the resulting loads to the soil within the limitations as determined from the character of the soil. Footings shall be supported on~~

~~undisturbed natural~~ need not provide a soils report or engineered ~~fill. The base footing elevation, bottom of grade beam, bottom of pad or other portions of foundations except drilled piers to bedrock, shall be no less than three feet three (3) inches (991 mm) above ground water~~foundation plans, unless ~~justified by the soil's engineer to the satisfaction of the building~~deemed necessary by the code official~~."~~.

3. Detached accessory structures for R-3 residential Buildings or IRC compliant residential buildings under 600 sf and under 10' eave height that are non-habitable, need not provide a soils report or engineered foundation plans unless deemed necessary by the code official."

Sec. 18-~~189. I.R.C.~~185. – IRC – Section R408.~~1, Ventilation.~~

~~*Section R408.1. Ventilation* is hereby amended to read as follows:~~
~~"*R408.1. Ventilation.* In the second sentence after "Class 1~~ **8, Under-floor vapor retarder**~~" insert (min. 10 mil thickness)" (The rest of section R408.1 is to remain unchanged)."~~ **.**

~~Sec. 18-190. I.R.C.~~ *Section* ~~R408.3, Unvented crawl space.~~

~~*Section R408.3. Unvented crawl space*~~ *408.8. Under-floor vapor retarder,* is hereby amended by adding a second paragraph to read as follows:
~~"1. Exposed earth is covered with a continuous Class I~~

"The *vapor retarder class* shall be defined using the desiccant method with Procedure A of ASTM E96. The following shall be deemed to meet the class specified:

- Class I: Rated at 0.1 perms or less (min. ~~10~~6 mil ~~in~~ thickness). ~~Joints of the vapor retarder shall overlap by 6 inches (152 mm)~~Sheet polyethylene (visqueen), unperforated aluminum foil (FSK).
- Class II: Rated greater than 0.1 perms and ~~shall be sealed or taped. The edges of the vapor retarder shall extend at least 6 inches (152 mm) up the stem wall~~less than or equal to 1.0 perms. Kraft-faced fiberglass batts.
- Class III: Rated greater than 1.0 perms and ~~shall be attached and sealed to the stem wall or insulation; and"~~ less than or equal to 10 perms. Latex or enamel paint."

Sec. 18-~~191. I.R.C.~~186. – IRC – Section R501.3, Structural floors.

Section R501.3. Structural floors, is hereby added to read as follows:
"

"*R501.3. Structural floors.* When structural floors are required, they shall comply with sections R501.3.1 and R501.3.2~~."~~."

Sec. 18-~~192. I.R.C.~~187. – IRC – Section R501.3.1, Structural floors ventilation.

Section R501.3.1. Structural floors ventilation, is hereby added to read as follows:
"

"*R501.3.1. Structural floor ventilation.* Adequate under floor ventilation systems shall be provided to ventilate under floor areas when structural floor systems are required. Such systems shall be designed to provide at least one air change per hour, be controlled by a dehumidistat, and exhaust to the outside. A state licensed engineer's design may be required.

Exception: The building official may approve alternates to such ventilation requirements when sufficient documentation is provided by the engineer of record to substantiate ~~his~~ their alternate method is at least the equivalent of that prescribed~~."~~."

Sec. 18-~~193. I.R.C.~~188. – IRC – Section R501.3.2, Grading under structural floors.

Section R501.3.2. Grading under structural floors, is hereby added to read as follows:

"

"*R501.3.2. Grading under structural floors.* When structural basement floors are installed, a minimum of 18 inches (457 mm) of clear space is required below untreated wood floor joists and any wood girders or beams. Where steel or concrete beams or joists are used, the minimum clearance shall be the height of the void plus 6 inches (152 mm), or be as recommended by the soils engineer.

The surface of the underfloor area shall be free of construction debris and graded to a relatively flat plane to slope toward the sump pit, or toward drain systems installed to control free water in the underfloor space. The underfloor area shall not allow ponding of water~~."~~."

Sec. 18-~~194. I.R.C.~~189. – IRC – Section R602.5.1 Floating walls in basement construction.

Section R602.5.1 Floating walls in basement construction, is hereby added to read as follows:

"*R602.5.1 Floating walls in basement construction.* All non-load bearing basement walls constructed on a concrete slab must be floated, allowing a minimum three inches(3") of float space, and hold drywall at least 3 inches off the slab, and use a spacer of the same thickness as a wall material to attach baseboard molding.

Sec. 18-190. – IRC – Section R902.1, Roofing ~~covering materials.~~assemblies.

Section R902.1. Roofing covering materials, is hereby amended ~~by adding a second paragraph to read as follows:~~

~~"*R902.1. Roofing covering materials.* All areas of the city where the required fire flow is not available in accordance with the 2018 Edition of the International Fire Code Appendix B Section 103.2, a minimum of Class B roof is required. The classification of the roof is also required to be in accordance with other applicable sections of this code."~~

~~**Sec. 18-195. I.R.C. Section R905.2.4.1, Wind resistance of asphalt shingles.**~~

~~*Section R905.2.4.1. Wind resistance of asphalt shingles,* is hereby amended~~ in its entirety to read as follows:

"*R905.2.4.1. Wind resistance of asphalt shingles.* Asphalt shingles shall be installed in accordance with Section R905.2.6. Shingles classified using ASTM D 3161 is acceptable for use in wind zones 110 mph (49 m/s) or less. Shingles classified using ASTM 3161, Class F, are acceptable for use in all cases where special fastening is required."

Sec. 18-196. I.R.C. Section R908.6, Flashing.

"*R902.1. Roof assemblies.* Roof decks shall be covered with materials as set forth in Sections R904 or with roof coverings as set forth in Section R905. Ordinary roof covering (non-classified) materials shall not be permitted, and Class A, B or C roofing shall be installed in all areas or when the edge of the roof is less than three (3) feet (914 mm) from a property line. Classes A, B and C roof assemblies shall be tested in accordance with ASTM E 108 or UL 790. The roof assembly shall be listed and identified as to class by an approved testing agency. Roof assemblies with coverings of brick, masonry, slate, clay or concrete roof tile, exposed concrete roof deck, ferrous or copper shingles or sheets, and metal sheets and shingles, shall be considered Class A roof coverings.

Sec. 18-191. – IRC- Section R905.2.4.2, Impact Resistance of Asphalt Shingles.

*Section R908.6. Flashing*R905.2.4.2. Impact resistance of asphalt shingles, is hereby amended by adding a second paragraph to read as follows:

"R908.6. *Flashing.* Flashing shall be installed in accordance with Section R905."

Sec. 18-197. I.R.C. Section R908.7, Step and counter flashing.

Section R908.7. Step and counter flashing, is added to read as follows:

"R908.7. *Step and counter flashing.* Flashing"*R905.2.4.2.* Impact resistance of asphalt shingles. Asphalt shingles shall be Class 4 impact resistant, tested in accordance with UL 2218, and installed in accordance with Section R905."

Sec. 18-198. I.R.C. Section N1101.1, Scope.

Section N1101. Scope, is hereby amended to add an exception as follows:

"Exception.

1. Portions of the building envelope that do not enclose conditioned space."

Sec. 18-199. I.R.C. Section 2-N1101.12, Maintenance information.

Section N1101.12. Maintenance information, is hereby amended to read as follows:

"*N1101.12. Maintenance information.* Maintenancethe manufacturer's installation instructions shall be furnished for equipment and systems that require preventive maintenance." .

~~Sec. 18-200. I.R.C. Section N1101.14, Certificate (Mandatory).~~

~~*Section N1101.14 Certificate (Mandatory),* first two sentences are hereby amended to read as follows:~~

> ~~"*N101.14. Certificate (Mandatory).* A permanent certificate shall be completed by the builder or registered design professional and either posted on a wall in the space where the furnace is located, a utility room or an approved location inside the building where it shall not cover or obstruct the visibility of the circuit directory label, service disconnect label, or other required labels, or filed with the city."~~

~~Sec. 18-201. I.R.C. Section N1103.1.1, Programmable thermostat.~~

~~*Section N1103.1.1. Programmable thermostat*~~Exceptions:

1. When an owner wishes to repair or replace existing asphalt shingles that are less than class 4 impact resistant with tiles of a similar color or style, and there are no class 4 impact resistance shingles available of similar color or style, the building official may approve alternate materials that are less than class 4 impact resistant, so long as the replacement shingles are the highest class of impact resistant shingles available that match the color or style of the existing shingles. If no impact resistant materials are available, the building official may approve non-impact resistant materials that meet all other applicable requirements of this Code.

2. For repairs or additions not exceeding 100 sq. ft. to existing asphalt shingles that are less than class 4 impact resistant, the owner may use the same or similar materials regardless of impact resistance of the new shingles."

Sec 18-192. -IRC- Chapter 11 [RE] Energy Efficiency.

Chapter 11 Chapter 11 [RE] Energy Efficiency, is hereby deleted in its entirety~~.~~ and replaced to read as follows:

> *"Chapter 11 Energy Efficiency.* Energy efficiency for residential buildings as constructed per the provisions of this code shall follow the Colorado Low Energy and Carbon Code, Based on the 2024 International Code Council Energy Conservation Code (LECC) Residential provisions as adopted by the City of Arvada."

Sec. 18-~~202. I.R.C.~~193. – IRC – Section ~~M1308.2, Protection against physical damage~~M1414.1, General.

Section ~~M1308.2. Protection against physical damage~~M1414.1. General, is hereby amended in its entirety to read as follows:

> ~~"*M1308.2. Protection against physical damage.* In concealed locations, where piping, other than cast-iron or galvanized steel, is installed through holes or notches in studs, joints, rafters or similar members less than 1¼ inches (31.8 mm) from the nearest edge of the member, the pipe shall be protected by steel shield plates. Such shield plates shall have a thickness of not less than 0.0575 inch (1.463 mm) (No. 16 Gage). Such plates shall cover~~

~~the area of the pipe where the member is notched or bored, and shall extend not less than 2 inches (51mm) above sole plates and below top plates."~~

"M1414.1. General. Fireplace stoves shall be *listed*, *labeled,* and installed in accordance with the terms of the listing. Fireplace stoves shall be tested in accordance with UL 737. Wood burning *appliances* shall meet the latest emission standards as required by the State of Colorado and Federal Regulation 40 CFR Part 60, Subpart AAA."

Sec. 18-~~203. I.R.C. Section M1411.4, Condensate pumps.~~

~~*Section M1411.4. Condensate pumps,* is deleted in its entirety.~~

~~Sec. 18-204. I.R.C. Section G2404.11, Condensate pumps.~~

~~*Section G2404.11. Condensate pumps,* is deleted in its entirety.~~

~~Sec. 18-205. I.R.C.~~**194. – IRC – Section G2417.4.1, Test pressure.**

Section G2417.4.1. Test pressure, is hereby amended in its entirety to read as follows:
"

"*G2417.4.1. Test pressure.* The test pressure to be used shall be no less than 1 ½ times the proposed maximum working pressure, but not less than 10 psig (69 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe."

Sec. 18-195. – IRC – Section G2422.1, Connecting appliances.

Section G2422.1. Connecting appliances, is hereby amended by adding subsection (8) to read as follows:

"*8.* Gas piping to all appliances installed on ground supported concrete slabs or floors shall provide for a minimum vertical movement of 4 inches of the appliance by the use of approved metal appliance connectors or other methods approved by the building official."

Sec. 18-196. – IRC – Section P2501.1, Scope.

Section P2501.1. Scope, is hereby amended by adding a second paragraph to read as follows:

"Any amendment to a technical provision of the 2024 I.P.C. or successor code that is adopted by the State of Colorado shall also apply within Arvada. To the extent of any conflict between a state technical amendment and one adopted solely by Arvada, the state amendment to the I.P.C. shall control."

Sec. 18-197. – IRC – Section P2603.5.1, Sewer depth.

Section P2603.5.1. Sewer depth, is hereby amended in its entirety to read as follows:

"*P2603.51. Sewer Depth. Building sewers* that connect to public sewage disposal systems shall be not less than (36) inches (304.8 mm) below grade and shall follow the city of Arvada Engineering Standards where applicable.

Exception: Unless technically infeasible due to site constraints or existing conditions do not allow for thirty-six(36) inches (304.8 mm) of bury depth. Subject to approval from the building official."

Sec. 18-198. – IRC – Section P2705.1, General.

Section P2705.1. General, is hereby amended by adding subsection (9) to read as follows:

"9. Unions or an approved means of disconnect shall be installed in the water supply piping within twelve (12) inches (305 mm) and on each side of the regulating equipment, water heating, conditioning tanks, and similar equipment which may require service by removal or replacement."

Sec. 18-199. – IRC – Section P27191.2, Floor drains required locations.

Section P2719.2 Floor Drains Required Locations, is hereby added to read as follows:

"*P2719.2 Floor Drains Required Locations.* Floor drains shall be installed where all portions of a floor level, finished or not, is entirely below finish grade level at all points and that area has therein a water heater, a steam or hot water boiler, or water connections for a clothes washer. Floor drains shall be located in full view at all times and readily accessible for servicing."

Sec. 18-200. – IRC – Section P3005.2.12, Dead ends.

Section P3005.2.12. Dead ends, is hereby added to read:

"*P3005.2.12 Dead ends*. Dead ends shall be prohibited except where necessary to extend a cleanout or as an *approved* part of a rough-in more than 2 feet (610 mm) in length."

Sec. 18-201. - IRC Section P3009, Graywater Soil Absorption System.

Section P3009. General, is hereby deleted in its entirety.

Sec. 18-202. - IRC Section P3201.4.1, Private Garage Floor Drains.

Section P3201.4.1. Private Garage Floor Drains, is added to read as follows:

"*P3201.4.1. Private Garage Floor Drains.* Private garages in which servicing, repair, or washing of vehicles is not conducted, and in which gasoline is not dispensed, shall not

require a separator, unless the garage drains into the sanitary sewer system. Areas of garages utilized only for storage of automobiles are not required to be drained through a separator, unless the garage drains into the sanitary sewer system."

Sec. 18-203. – IRC- Section BC101.1, Scope.

Section BC101.1 Scope, is hereby amended in its entirety to read as follows.

"*BC101.1 Scope*. Accessory dwelling units (ADUs) proposed to be added either within an existing residential construction or as an addition to existing residential construction, shall be in accordance with this appendix and other applicable requirements in this code, and the existing building together with the ADU shall not exceed the scoping limitations of Section R101.2."

Sec. 18-204. - IRC - Section BC101.1.1, Prohibited conditions.

Section BC101.1.1 Prohibited conditions, is hereby deleted in its entirety.

Sec. 18-205. - IRC - Section BC101.2, Conditions.

Section BC101.2 Conditions, is hereby amended in its entirety to read as follows:

"*BC101.2 Conditions*. ADUs shall be permitted without requiring a *change of occupancy* where in compliance with all of the following:

1. An ADU shall be permitted within an existing single-family dwelling or attached to a single family dwelling that is within the scope of the International Residential Code.
2. An ADU shall be provided with adequate provisions for electricity, water supply and sewage disposal.
3. ADUs shall meet the definition of a dwelling unit per the International Residential Code
4. ADUs shall meet all applicable code requirements per the International Residential code and this appendix, as required by the building official."

Sec. 18-206. - IRC - Section BE103.1, General

Section BE103.1 General, is hereby amended in its entirety to read as follows:

"*BE103.1. General*. The following construction techniques are intended to resist radon entry and prepare new buildings containing dwelling units for radon mitigation, if necessary (see Figure BE103). These techniques are required throughout the City of Arvada."

Secs. 18-207 - 18-254. Reserved.

ARTICLE VII. INTERNATIONAL ENERGY CONSERVATION CODE

Sec. 18-255. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq.* and the Arvada City Charter, the Colorado Low Energy and Carbon Code, based on the International Energy Conservation Code, 2024 Edition, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478, is hereby adopted by reference and incorporated into the Arvada City Code.

The 2024 Colorado Low Energy and Carbon Code, based on the 2024 International Energy Conservation Code shall be known as the "LECC" or the "energy code" and may be referred to as such.

Sec. 18-256. – LECC – Section C101.1, Title.

Section C101.1. Title, is hereby amended as follows:

> "*C101.1. Title*, This code shall be known as the Low Energy and Carbon Code of the City of Arvada, and shall be cited as such. It is referred to herein as 'this code.'"

Sec. 18-257. – LECC – Section C103.1, Creation of enforcement agency.

Section 103.1 Creation of enforcement agency, is hereby amended to read as follows:

> "*103.1 Creation of enforcement agency*. The Building Safety Division is hereby created, and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Sec. 18-258. – LECC – Section C106, Fees.

Section 106.Fees, is hereby amended in its entirety to read as follows:

> *"106. Fees.* The fees for all work shall be as set forth in Sec. 18-42."

Sec. 18-259. – LECC – Section C109, Means of Appeals.

Section C109. Means of Appeals is hereby amended in its entirety to read as follows:

> "*C109.1 Board of Appeals*. Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36."

Sec. 18-260. – LECC- Section C401.2, Application.

Section C401.2 Application, is hereby amended to read as follows:

"C401.2. Application. Commercial buildings shall comply with section C410 of the Colorado Model Low Energy and Carbon Code as published by the State of Colorado Energy Code Board September 2, 2025, and one of the following: Section C401.2.1 or C401.2.2."

Sec. 18-261. – LECC – Section R403.5.1, Heated Water Circulation and Temperature Maintenance Systems.

Section R403.5.1, Heated water circulation and temperature maintenance systems is amended to read as follows:

"R403.5.1 Heated water circulation and temperature maintenance systems. Where installed, Heated water circulation systems shall be in accordance with Section R403.5.1.1. Where installed, Heat trace temperature maintenance systems shall be in accordance with Section R403.5.1.2. Where required, Automatic controls, temperature sensors and pumps shall be in a location with access. Manual controls shall be in a location with ready access."

Sec. 18-262. – LECC – Section C405.2.10.2, Sleeping units in congregate living facilities.

*Section C405.2.10.2. Sleeping units in congregate living facilities,*is hereby amended to read as follows:

"C405.2.10.2 Sleeping Units in Congregate Living Facilities. Sleeping Units in congregate living facilities shall be provided with The following controls:

(1) Lighting in bathrooms shall be controlled by an occupant sensor control that automatically turns off lights within 20 minutes after all occupants have left the space.
(2) Each unit shall have a manual control by the entrance that turns off all lighting and where installed, switched receptacles in the unit, except for lighting in bathrooms and kitchens. The manual control shall be marked to indicate its function."

Sec. 18-263. – LECC – Section C405.15, Renewable energy systems.

Section C405.15. Renewable energy systems, is hereby deleted in its entirety.

Sec 18-264. – LECC – Section C410.4.3, Commercial Solar Panel Capacity.

Section C410.4.3 Commercial Solar Panel Capacity, is hereby amended to remove the exception.

Sec. 18-265. – LECC – Section R101.1, Title.

Section R101.1. Title, is hereby amended as follows:

"*R101.1. Title*, This code shall be known as the International Energy Conservation Code of the City of Arvada, and shall be cited as such. It is referred to herein as 'this code.'"

Sec. 18-266. – LECC – Section R103.1, Creation of enforcement agency.

Section 103.1 Creation of enforcement agency, is hereby amended to read as follows:

> "*103.1 Creation of agency*. The Building Safety Division is hereby created, and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code."

Sec. 18-267. – LECC – Section R106, Fees.

Section R106. Fees, is hereby amended in its entirety to read as follows:

> *"R106. Fees.* The fees for all work shall be as set forth in Sec. 18-42."

Sec. 18-268. – LECC – Section R109, Means of Appeals.

Section R109. Means of Appeals is hereby amended in its entirety to read as follows:

> *"R109.1 Board of Appeals.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36."

Sec. 18-269. – LECC- Section R401.2, Application.

Section R401.2. Application is hereby amended in its entirety to read as follows:

> "*R401.2. Application.* Residential buildings shall comply with section R409 of the State of Colorado Model Low Energy and Carbon Code, and either Sections R401.2.1, R401.2.2, or R401.2.3
>
> > Exception: Additions, alterations, repairs and changes of occupancy to existing buildings complying with Chapter 5."

Sec. 18-270. – LECC – Section R403.5.1, Heated Water Circulation and Temperature Maintenance Systems.

Section R403.5.1, Heated water circulation and temperature maintenance systems is hereby amended to read as follows:

> *"R403.5.1 Heated water circulation and temperature maintenance systems.* Where installed, Heated water circulation systems shall be in accordance with Section R403.5.1.1. Where installed, Heat trace temperature maintenance systems shall be in accordance with Section R403.5.1.2. Where required, Automatic controls, temperature sensors and pumps shall be in a location with access. Manual controls shall be in a location with ready access."

Secs. 18-271 - 18-284. Reserved.

ARTICLE VIII. INTERNATIONAL EXISTING BUILDING CODE

Sec. 18-285. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq*. and the Arvada City Charter, the International Existing Building Code, 2024 Edition, including Appendices B and E, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478 is hereby adopted by reference and incorporated into the Arvada City Code.

The 2024 International Existing Building Code shall be known as the "IEBC" or the "existing building code" and may be referred to as such.

Sec. 18-286. – IEBC – Section 101.1, Title.

Section 101.1. Title, is hereby amended to read as follows:

> "*101.1. Title*. This code shall be known as the International Existing Building Code of the City of Arvada, hereinafter referred to as "this code.""

Sec. 18-287. – IEBC – Section 101.2, Scope.

Section 101.2. Scope, is hereby amended in its entirety to read as follows:

> "*101.2. Scope.* The provisions of the I.E.B.C. shall apply to the repair, alteration, change of occupancy, and relocation of existing buildings. Anywhere the word "addition" is used in the I.E.B.C. in reference to new construction in an existing building, that construction shall be regulated by the most recent edition of the *International Building Code* or the *International Residential Code*, as applicable and as adopted and amended by Arvada."

Sec. 18-288. – IEBC – Section 101.3, Purpose.

Section 101.3. Purpose, is hereby amended by adding a second paragraph to read as follows:

> "Additions or alterations shall not be made to an existing building or structure when such existing building or structure is not in full compliance with the provisions of this code except when such addition or alteration will result in the existing building or structure being no more hazardous based on life safety, fire safety, and sanitation, than before such additions or alterations are undertaken."

Sec. 18-289. – IEBC – Section 103.1, Creation of agency.

Section 103.1 Creation of agency, is hereby amended to read as follows:

"*103.1 Creation of agency*. The Building Safety Division is hereby created, and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Sec. 18-290. – IEBC – Section 105.5, Expiration.

Section 105.5. Expiration, is hereby amended in its entirety to read as follows:

"105.5. Expiration. Expiration of permits shall be as set forth in Sec. 18-39(f)."

Sec. 18-291. – IEBC – Section 108, Fees.

Section 108. Fees, is hereby amended in its entirety to read as follows:

"108. Fees. The fees for all work shall be as set forth in Sec. 18-42."

Sec. 18-292. – IEBC – Section 112, Means of Appeals.

Section 112. Means of Appeals, is hereby amended in its entirety to read as follows:

"*112. Means of Appeals.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36."

Sec. 18-293. – IEBC – Section 113.4, Violation penalties.

Section 113.4. Violation penalties, is hereby amended in its entirety to read as follows:

"*113.4. Violation penalties.* Any violation of the I.E.B.C. shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in Section 1-5 of the Arvada City Code."

Secs. 18-294 - 18-316. Reserved.

ARTICLE IX. INTERNATIONAL FUEL GAS CODE

Sec. 18-317. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq*. and the Arvada City Charter, the International Fuel Gas Code, 2024 Edition, including Appendices A and B, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478, is hereby adopted by reference and incorporated herein into the city Code.

The 2024 International Fuel Gas Code shall be known as the "IFGC" or the "fuel gas code" and may be cited and referred to as such.

Sec. 18-318. – IFGC – Section 101.1, Title.

Section 101.1. Title, is hereby amended to read as follows:

> *"101.1. Title*. These regulations shall be known as the *Fuel Gas Code* of the City of Arvada, hereinafter referred to as "this code.""

Sec. 18-319. – IFGC – Section 103.1, Creation of agency.

Section 103.1 Creation of agency, is hereby amended to read as follows:

> "*103.1 Creation of agency*. The Building Safety Division is hereby created, and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code."

Sec. 18-320. – IFGC – Section 105.5.3, Expiration.

Section 105.5.3. Expiration, is hereby amended in its entirety to read as follows:

> *"105.5.3. Expiration.* Expiration of permits shall be as set forth in Sec. 18-39(f)."

Sec. 18-321. – IFGC – Section 105.5.4, Extensions.

Section 105.5.4. Extensions, is hereby deleted in its entirety.

Sec. 18-322. – IFGC – Section 106.1, Construction documents.

Section 106.1. Construction Documents, is hereby amended by adding a second paragraph to read as follows:

> "Any permit applicant intending to provide combustion, ventilation, and dilution air by a method described in chapter 3 of the IFGC shall at the time of permit application, submit to the building official all calculations, drawings, and other information necessary to demonstrate compliance with code provisions governing such methods."

Sec. 18-323. – IFGC – Section 108, Fees.

Section 108. Fees, is hereby amended in its entirety to read as follows:

> "*Section 108. Fees.* All fees shall be as set forth in Sec. 18-42."

Sec. 18-324. – IFGC – Section 112, Means of Appeal.

Section 112. Means of Appeal is hereby amended in its entirety to read as follows:

" *112 Means of Appeal.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36."

Sec. 18-325. – IFGC – Section 113.4, Violation penalties.

Section 113.4. Violation penalties, is hereby amended in its entirety to read as follows:

"*113.4. Violation penalties.* Any violation of the fuel gas code shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in Section 1-5 of the Arvada City Code."

Sec. 18-326. – IFGC – Section 406.4.1, Test pressure.

Section 406.4.1. Test pressure, is hereby amended in its entirety to read as follows:

"*406.4.1. Test pressure.* The test pressure to be used shall be no less than 1 ½ times the proposed maximum working pressure, but not less than 10 psig (69 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe~~." ~~."

Sec. 18-~~206. I.R.C.~~327. – IFGC – Section ~~G2422~~411.1, Connecting appliances.

Section ~~G2422~~411.1. Connecting appliances, is hereby amended by adding ~~number 8~~subsection (10) to read as follows:
~~"8.~~

"10. Gas piping to all appliances installed on ground supported concrete slabs or floors shall provide for a minimum vertical movement of 4 inches of the appliance by the use of approved metal appliance connectors or other methods approved by the building official~~." ~~."

~~**Sec. 18-207. I.R.C. Section P2501.1, Scope.**~~

~~*Section P2501.1. Scope,* is hereby amended by adding a second paragraph to read as follows:~~

~~"*P2501.1. Scope.* Any amendment to a technical provision of the 2018 I.P.C. or successor code that is adopted by the State of Colorado shall also apply within Arvada. To the extent of any conflict between a state technical amendment and one adopted solely by Arvada, the state amendment to the I.P.C. shall control."~~

~~**Sec. 18-208. I.R.C. Section P2705.1, General.**~~

~~*Section P2705.1. General,* is hereby amended by adding item number 9 to the first paragraph to read as follows:~~

~~"9. Unions or an approved means of disconnect shall be installed in the water supply piping within 12 inches (305 mm) and on each side of the regulating equipment, water heating,~~

~~conditioning tanks, and similar equipment which may require service by removal or replacement."~~

~~Sec. 18-209. I.R.C. Section P3005.1.7, Dead ends.~~

~~*Section P3005.1.7. Dead ends,* is hereby added to read:~~

~~"*P3005.1.7 Dead ends.* Dead ends shall be prohibited except where necessary to extend a cleanout or as an *approved* part of a rough-in more than 2 feet (610 mm) in length."~~

~~Sec. 18-210. I.R.C. Section P3201.4.1, Private Garage Floor Drains.~~

~~*Section P3201.4.1. Private Garage Floor Drains,* is added to read as follows:~~

~~"*P3201.4.1. Private Garage Floor Drains.* Private garages in which servicing, repair, or washing of vehicles is not conducted, and in which gasoline is not dispensed, shall not require a separator, unless the garage drains into the sanitary sewer system. Areas of garages utilized only for storage of automobiles are not required to be drained through a separator, unless the garage drains into the sanitary sewer system."~~

~~Sec. 18-211. I.R.C. Section E3601.6.2, Service disconnect location.~~

~~*Section E3601.6.2. Service disconnect location,* is hereby amended in its entirety to read as follows:~~

~~"*E3601.6.2. Service disconnect location.* The service disconnecting (main disconnect) means shall be installed at a readily accessible location outside of a building or structure.~~

~~EXCEPTION: The service disconnecting means may be installed inside the building if it is located within a room built with materials similar to that of the building or structure that is used only for electrical equipment and has exterior access by doors having a minimum dimension of three feet (914 mm) by six feet eight inches (2032 mm). The doors shall be labeled "MAIN ELECTRICAL DISCONNECT" in a minimum of one inch (25 mm) letters on a contrasting background. The disconnect must be located nearest the point of entrance into the building of the service conductors in accordance with this code. In residential single-family homes, the main disconnect may be installed inside the garage if near a service door, when approved by the building official. Service disconnecting means shall not be installed in bathrooms. Each occupant shall have access to the disconnect serving the dwelling unit in which they reside."~~

~~Sec. 18-212. I.R.C. Section AF103.1, General.~~

~~*Section AF103.1 General,* is hereby amended to read as follows:~~

~~"*AF103.1. General.* The following construction techniques are intended to resist radon entry and prepare new buildings containing dwelling units for post-construction radon mitigation, if necessary (see Figure AF103). These techniques are required throughout the City of Arvada."~~

~~Sec. 18-213. I.R.C. Section AM101.1, General.~~

~~*Section AM101.1 General,* is hereby amended to include an additional subsection as follows:~~

"*AM101.1.1. Fire sprinkler systems.* A fire sprinkler system in accordance with Section R313 shall be installed when the home day care is licensed by the State of Colorado for the custodial care of more than 8 occupants."

Secs. 18-214 — 328 - 18-254. 350. Reserved.

ARTICLE VI. INTERNATIONAL ENERGY CONSERVATION CODE

Sec. 18-255. Adopted.

Pursuant to C.R.S. § 31-16-101 et seq. and the Arvada City Charter, the International Energy Conservation Code, 2018 Edition, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478, is hereby adopted by reference and incorporated into the Arvada City Code.

The 2018 International Energy Conservation Code shall be known as the "I.E.C.C." or the "energy code" and may be referred to as such. (Ord. No. 4738, § 7, 9-14-2020)

Sec. 18-256. I.E.C.C. Section C105.1, Title.

Section C101.1. Title, is hereby amended as follows:

"*C101.1. Title.* This code shall be known as the International Energy Conservation Code of the City of Arvada, and shall be cited as such. It is referred to herein as "this code."

Sec. 18-257. I.E.C.C. Section C104, Fees.

Section 104. Fees, is hereby amended in its entirety to read as follows:

"104. Fees. The fees for all work shall be as set forth in Sec. 18-42."

Sec. 18-258. I.E.C.C. Section C109, Board of Appeals.

Section C109. Board of Appeals is hereby amended in its entirety to read as follows:

"*C109.1 Board of Appeals.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36."

Sec. 18-259. I.E.C.C. Section R101.1, Title.

Section R101.1. Title, is hereby amended as follows:

"*R101.1. Title,* This code shall be known as the International Energy Conservation Code of the City of Arvada, and shall be cited as such. It is referred to herein as "this code."

Sec. 18-260. I.E.C.C. Section R104, Fees.

Section R104. Fees, is hereby amended in its entirety to read as follows:

"R104. Fees. The fees for all work shall be as set forth in Sec. 18-42."

~~Sec. 18-261. I.E.C.C. Section R109, Board of Appeals.~~

~~*Section R109. Board of Appeals* is hereby amended in its entirety to read as follows:~~

> ~~"*R109.1 Board of Appeals.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36."~~

~~Secs. 18-262—18-284. Reserved.~~

~~ARTICLE VII. INTERNATIONAL EXISTING BUILDING CODE~~

~~Sec. 18-285. Adopted.~~

~~Pursuant to title 31, article 16, C.R.S. and the Arvada City Charter, the International Existing Building Code, 2018 Edition, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478 is hereby adopted by reference and incorporated into the Arvada City Code.~~

~~The 2018 International Existing Building Code shall be known as the "I.E.B.C." or the "existing building code" and may be referred to as such.~~

~~Sec. 18-286. I.E.B.C. Section 101.1, Title.~~

~~*Section 101.1. Title,* is hereby amended as follows:~~

> ~~"*101.1. Title.* This code shall be known as the International Existing Building Code of the City of Arvada, and shall be cited as such. It is referred to herein as "this code.""~~

~~Sec. 18-287. I.E.B.C. Section 101.2, Scope.~~

~~*Section 101.2. Scope,* is hereby amended in its entirety to read as follows:~~

> ~~"*101.2. Scope.* The provisions of the I.E.B.C. shall apply to the repair, alteration, change of occupancy, and relocation of existing buildings. Anywhere the word "addition" is used in the I.E.B.C. in reference to new construction in an existing building, that construction shall be regulated by the most recent edition of the *International Building Code* or the *International Residential Code,* as applicable and as adopted and amended by Arvada."~~

~~Sec. 18-288. I.E.B.C. Section 101.3, Intent.~~

~~*Section 101.3. Intent,* is hereby amended by adding a new second paragraph to read as follows:~~

> ~~"*101.3. Intent.* Additions or alterations shall not be made to an existing building or structure when such existing building or structure is not in full compliance with the provisions of this code except when such addition or alteration will result in the existing building or structure being no more hazardous based on life safety, fire safety, and sanitation, than before such additions or alterations are undertaken."~~

~~Sec. 18-289. I.E.B.C. Section 105.5, Expiration.~~

~~*Section 105.5. Expiration,* is hereby amended in its entirety to read as follows:~~

~~*"105.5. Expiration.* Expiration of permits shall be as set forth in Sec. 18-41."~~

~~Sec. 18-290. I.E.B.C. Section 108, Fees.~~

~~*Section 108. Fees,* is hereby amended in its entirety to read as follows:~~

~~*"108. Fees.* The fees for all work shall be as set forth in Sec. 18-42."~~

~~Sec. 18-291. I.E.B.C. Section 112, Board of Appeals.~~

~~*Section 112. Board of Appeals,* is hereby amended in its entirety to read as follows:~~

~~"*112.1 Board of Appeals.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36."~~

~~Sec. 18-292. I.E.B.C. Section 113.4, Violation penalties.~~

~~*Section 113.4. Violation penalties,* is hereby amended in its entirety to read as follows:~~

~~"*113.4. Violation penalties.* Any violation of the I.E.B.C. shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in Section 1-5 of the Arvada City Code."~~

~~Secs. 18-293—18-316. Reserved.~~

~~ARTICLE VIII. INTERNATIONAL FUEL GAS CODE~~

~~Sec. 18-317. Adopted.~~

~~Pursuant to C.R.S. § 31-16-101 et seq., and the Arvada City Charter, the International Fuel Gas Code, 2018 Edition, including Appendices A, B, and C, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478, is hereby adopted by reference and incorporated herein into the city Code.~~

~~The 2018 International Fuel Gas Code shall be known as the "I.F.G.C." or the "fuel gas code" and may be cited and referred to as such.~~

~~Sec. 18-318. I.F.G.C. Section 101.1, Title.~~

~~*Section 101.1. Title,* is hereby amended to read as follows:~~

~~*"101.1. Title.* These regulations shall be known as the *Fuel Gas Code* of the City of Arvada, hereinafter referred to as "this code.""~~

~~Sec. 18-319. I.F.G.C. Section 106.5.3, Expiration.~~

~~*Section 106.5.3. Expiration,* is hereby amended in its entirety to read as follows:~~

~~*"106.5.3. Expiration.* Expiration of permits shall be as set forth in Sec. 18-41.~~

~~Sec. 18-320. I.F.G.C. Section 106.5.4, Extensions.~~

~~*Section 106.5.4. Extensions,* is hereby deleted in its entirety.~~

~~Sec. 18-321. I.F.G.C. Section 106.6, Fees.~~

~~*Section 106.6. Fees,* is hereby amended in its entirety to read as follows:~~

~~"*106.6. Fees.* All fees shall be as set forth in Sec. 18-42."~~

~~Sec. 18-322. I.F.G.C. Section 108.4, Violation penalties.~~

~~*Section 108.4. Violation penalties,* is hereby amended in its entirety to read as follows:~~

~~"*108.4. Violation penalties.* Any violation of the fuel gas code shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in Section 1-5 of the Arvada City Code."~~

~~Sec. 18-323. I.F.G.C. Section 109, Means of Appeal.~~

~~*Section 109. Means of Appeal* is hereby amended in its entirety to read as follows:~~

~~"*109.1 Means of Appeal.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36."~~

~~Sec. 18-324. I.F.G.C. Section 304.1, General.~~

~~*Section 304.1. General,* is hereby amended by adding a second paragraph after the exception to the first paragraph to read as follows:~~

~~"*304.1. General.* Any permit applicant intending to provide combustion, ventilation, and dilution air by a method other than outdoor combustion air shall, at the time of permit application, submit to the building official all calculations, drawings, and other information necessary to demonstrate compliance with code provisions governing such alternate method. In a case where the permit applicant has selected the all indoor combustion air method, all such calculations and information shall be submitted on forms provided by the building inspection division. No permit for work using a method other than outdoor combustion air shall be issued until after the building official or designee thereof has reviewed and approved all submitted documentation."~~

~~Sec. 18-325. I.F.G.C. Section 406.4.1, Test pressure.~~

~~*Section 406.4.1. Test pressure,* is hereby amended in its entirety to read as follows:~~

~~"*406.4.1. Test pressure.* The test pressure to be used shall be no less than 1 ½ times the proposed maximum working pressure, but not less than 10 psig (69 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe."~~

~~Sec. 18-326. I.F.G.C. Section 411.1, Connecting appliances.~~

~~*Section 411.1. Connecting appliances,* is hereby amended by adding number 10 to read as follows:~~

> ~~"10. Gas piping to all appliances installed on ground supported concrete slabs or floors shall provide for a minimum vertical movement of 4 inches of the appliance by the use of approved metal appliance connectors or other methods approved by the building official."~~

~~Secs. 18-327—18-350. Reserved.~~

~~ARTICLE IX.~~ X. INTERNATIONAL MECHANICAL CODE

Sec. 18-351. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq.* and the Arvada City Charter, the International Mechanical Code, 20~~18~~24 Edition, including Appendix A, D and E published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478, is hereby adopted by reference and incorporated into the city Code.

The 20~~18~~24 International Mechanical Code shall be known as the ~~"I.M.C."~~"IMC" or the ~~"~~"mechanical code~~",~~", and may be referred to as such.

Sec. 18-352. ~~I.M.C.~~ – IMC – Section 101.1, Title.

Section 101.1. Title, is hereby amended to read as follows:
~~"~~

> "*101.1. Title.* These regulations shall be known as the Mechanical Code of the City of Arvada, hereinafter referred to as ~~""~~"this code~~.""~~."

Sec. 18-353. ~~I.M.C.~~ – IMC – Section ~~106~~103.1, Creation of agency.

Section 103.1 Creation of agency, is hereby amended to read as follows:

> "*103.1 Creation of agency*. The Building Safety Division is hereby created, and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Sec. 18- 354. – IMC – Section 105.4.3, Expiration.

Section 10~~6~~5.4.3. Expiration, is hereby amended in its entirety to read as follows:
~~"106~~

> "*105.4.3. Expiration.* Expiration of permits shall be as set forth in Sec. 18-39(f~~)."~~)."

Sec. 18-~~354. I.M.C.~~ 355. – IMC – Section 10~~6~~5.4.4, Extensions.

Section 10~~6~~5.4.4. Extensions, is hereby deleted in its entirety.

Sec. 18-~~355. I.M.C.~~ 356. – IMC – Section ~~106.5~~108, Fees.

Section ~~106.5~~108. Fees, is hereby amended in its entirety to read as follows:
~~"106.5~~
"108. Fees. The fees for all work shall be as set forth in Sec. 18-42~~."~~."

Sec. 18-~~356. I.M.C.~~ 357. – IMC – Section ~~107~~111.2, Required inspections and testing.

Section ~~107~~111.2. Required inspections and testing, ~~is hereby amended by amending item number~~ subsection (2 ~~in its entirety~~) is hereby amended to read as follows:
~~"~~

"2. A rough mechanical inspection shall be made prior to rough frame inspection and after the roof and roof covering, framing, fire-blocking, and bracing are in place, and all vents, duct systems, piping, and HVAC equipment is properly installed, including all vents, exhausts, and intakes extended through the completed roof and walls~~."~~."

The remainder of the section to remain unchanged.

Sec. 18-~~357. I.M.C.~~358. – IMC – Section ~~108.4, Violation penalties~~112, Means of Appeal.

Section ~~108.4. Violation penalties,~~112. Means of Appeal is hereby amended in its entirety to read as follows:
~~"108~~

"*112 Means of Appeal.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36."

Sec. 18-359. – IMC - Section 113, Board of Appeals.

Section 113. Board of Appeals is hereby deleted in its entirety.

Sec. 18-360. – IMC – Section 114.4, Violation penalties.

Section 114.4. Violation penalties, is hereby amended in its entirety to read as follows:

"*114.4. Violation penalties.* Any violation of the mechanical code shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in Section 1-5 of the Arvada City Code~~."~~."

Sec. 18-~~358. I.M.C.~~361. – IMC – Section ~~109, Means of Appeal~~507.1.2, Domestic cooking appliances used for commercial purposes.

Section ~~109. Means of Appeal~~ 507.1.2. Domestic cooking appliances used for commercial purposes, is hereby amended ~~in its entirety~~by adding an exception to read as follows:

"*109.1 Means of Appeal.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36."

"Exception: When a single piece of residential cooking equipment is installed within Groups A, B, E, F, I, S and R-4 occupancies for use in warming and cooking purposes and where grease laden vapors are not produced, a residential type hood with fire suppression capabilities may be installed in place of a Type I hood after review by and with the approval of the fire code official and building code official. A Commercial Cooking Hood Waiver Request form is available from the building safety division."

The remainder of the section remains unchanged.

Sec. 18-359. I.M.C. 362. – IMC – Section 507.2, Type I hoods.

Section 507.2. Type I hoods, is hereby amended by adding a new second paragraph to read as follows:

"*507.2. Type I hoods.*

"For the purpose of this section, a commercial application shall include any building or portion thereof used for the processing of food, but shall not include equipment installed within a dwelling unit, unless the equipment is of a commercial type and its listing requires a hood. An employee lounge in conjunction with an office use or other similar uses where warming is done in a microwave, toaster ovens or similar counter top appliances are excluded from the hood requirements. Warming ovens and small baking ovens used for cookies and breads that generate small amounts of heat are also exempt from the hood requirements, unless otherwise required by their listing. All appliances are to be installed in accordance with their listings and approvals, and all appliances are subject to review and approval by the building official and the fire marshal in determining whether a hood is required or not." ."

The remainder of this section remains unchanged.

Sec. 18-360. I.M.C. Section 507.1.2, Domestic cooking appliances used for commercial purposes.

Section 507.1.2. Domestic cooking appliances used for commercial purposes, is hereby amended by adding an exception to read as follows:

"5071.2. Domestic cooking appliances used for commercial purposes.

Exception: When a single piece of residential cooking equipment is installed within Groups A, B, E, F, I, S and R-4 occupancies for use in warming and cooking purposes and where grease laden vapors are not produced, a residential type hood with fire suppression capabilities may be installed in place of a Type I hood after review by and with the approval of the fire code official and building code official. A Commercial Cooking Hood Waiver Request form is available from the building inspection division."

~~Sec. 18-361. I.M.C.~~ 363. – IMC – Section 603.19, Vibration isolators.

Section 603.19. Vibration isolators, is hereby added to read as follows:
"

"*603.19. Vibration Isolators.* When equipment is supported by a concrete floor slab, vibration isolators shall be installed between mechanical equipment and metal ducts and shall be of an approved material not less than three inches (75 mm) nor more than ten inches (254 mm) in length~~."~~."

Secs. 18-~~362 –~~ 364 - 18-385. Reserved.

ARTICLE XI. INTERNATIONAL PLUMBING CODE

Sec. 18-386. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq.* and the Arvada City Charter, the International Plumbing Code, 20~~18~~24 Edition, including Appendices B, C, ~~D, E, F,~~ and ~~G~~D, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478, is hereby adopted by reference and incorporated into the Arvada City Code.

The 20~~18~~24 International Plumbing Code shall be known as the ~~"I.P.C."~~"IPC" or the ~~"~~"plumbing code~~"~~" and may be cited and referred to as such.

Sec. 18-387. ~~I.P.C.~~ – IPC – Section 101.1, Title.

Sec. 101.1. Title, is hereby amended to read as follows:
"

"*101.1. Title.* These regulations shall be known as the International Plumbing Code of the City of Arvada hereinafter referred to as ~~"~~"this code~~.""~~."""

Sec. 18-388. ~~I.P.C.~~ – IPC – Section 101.5, Engineering standards.

Section 101.5. Engineering standards, is hereby added to read as follows:
"

"*101.5. Engineering standards.* All references to ~~"~~"Arvada Engineering Standards~~"~~" shall be to the City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements, as adopted by reference into the city Code at A.C.C. section 78-261 or any successor ordinance~~."~~."

Sec. 18-389. ~~I.P.C.~~ – IPC – Section 101.6, State technical amendments.

Section 101.6. State technical amendments, is hereby added to read as follows:
"

"*101.6. State technical amendments.* Any amendment to a technical provision of the ~~2018 I.P.C.~~2024 IPC or successor code that is adopted by the State of Colorado shall also apply

within Arvada. To the extent of any conflict between a state technical amendment and one adopted solely by Arvada, the state amendment to the ~~I.P.C.~~IPC shall control~~."~~."

Sec. 18-390.~~ I.P.C.~~ – IPC – Section ~~106~~103.1, Creation of agency.

Section 103.1 Creation of agency, is hereby amended to read as follows:

"*103.1 Creation of agency*. The Building Safety Division is hereby created, and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code."

Sec. 18- 391. – IPC – Section 105.5.3, Expiration.

Section 10~~6~~5.5.3. Expiration, is hereby amended in its entirety to read as follows:
~~"106~~
"*105.5.3. Expiration.* Expiration of permits shall be as set forth in Sec. 18-39(f~~)."~~)."

Sec. 18-~~391. I.P.C.~~ 392. – IPC – Section 10~~6~~5.5.4, Extensions.

Section 10~~6~~5.5.4~~.~~ Extensions, is hereby deleted in its entirety.

Sec. 18-~~392. I.P.C.~~ 393. – IPC – Section ~~106.6~~108, Fees.

Section ~~106.6.~~108 Fees, is hereby amended in its entirety to read as follows:
~~"106.6.~~
"*108 Fees.* The fees for all plumbing work shall be as set forth in Sec. 18-42~~."~~."

Sec. 18-~~393. I.P.C.~~ 394. – IPC – Section ~~108.4, Violation penalties~~112, Means of Appeal.

Section ~~108.4. Violation penalties~~112. Means of Appeal, is hereby amended in its entirety to read as follows:

~~"*108.4. Violation penalties*. Any violation of the plumbing code shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in Section 1-5 of the Arvada City Code."~~

~~**Sec. 18-394. I.P.C. Section 109, Means of Appeal.**~~

~~*Section 109. Means of Appeal* is hereby amended in its entirety to read as follows:~~
~~"*109.1*~~

"*112 Means of Appeal.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36~~."~~."

Sec. 18-395.~~ I.P.C.~~ – IPC - Section 113, Board of Appeals.

Section 113. Board of Appeals is hereby deleted in its entirety.

Sec. 18- 396. – IPC – Section 114.4, Violation penalties.

Section 114.4. Violation penalties is hereby amended in its entirety to read as follows:

> "*114.4. Violation penalties.* Any violation of the plumbing code shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in Section 1-5 of the Arvada City Code."

Sec. 18-397. – IPC – Section 305.4.1, Sewer depth.

Section 305.4.1. Sewer depth is hereby amended in its entirety to read as follows:

> "*305.4.1. Sewer depth. Building sewers* that connect to public sewage disposal systems shall be not less than (36) inches (304.8 mm) below grade and shall follow the city of Arvada Engineering Standards where applicable.
>
> Exception: Unless technically infeasible due to site constraints or existing conditions do not allow for twelve (36) inches (304.8 mm) of bury depth. Subject to approval from the building official."

Sec. 18-398. – IPC – Section 312.~~6~~7, Gravity sewer test.

Section 312.~~6~~7. Gravity sewer test, is hereby amended in its entirety to read as follows:
"

> "*312.~~6~~7. Gravity sewer test.* Gravity sewer tests shall be conducted as set forth in the Arvada Engineering Standards~~."~~."

Sec. 18-~~396. I.P.C.~~399. – IPC – Section 312.~~7~~8, Forced sewer test.

Section 312.~~7.~~8. Forced sewer test, is hereby amended in its entirety to read as follows:
"

> "*312.~~7~~8. Forced sewer test.* Forced sewer tests shall be conducted as set forth in the Arvada Engineering Standards~~."~~."

~~**Sec. 18-397. I.P.C. Section 401.2, Prohibited fixtures and connections.**~~

~~*Section 401.2. Prohibited fixtures and connections,* is hereby amended by adding a second paragraph to read as follows:~~

> ~~"Fixed wooden, concrete, cement, or tile wash trays or sinks for domestic use shall not be installed in any building designed or used for human habitation. No sheet metal lined wooden bathtub shall be installed or reconnected. No dry or chemical water closet (toilet) shall be installed in any building used for human habitation unless first approved by the building official and utilities manager."~~

~~Sec. 18-398. I.P.C.~~

Sec. 18-400. – IPC – Section 405.1.1, Unions.

Section 405.1.1. Unions, is hereby added to read as follows:

"

"*405.1.1. Unions.* Unions or an approved means of disconnect shall be installed in the water supply piping within twelve (12) inches (305 mm) and on each side of the regulating equipment, water heating, conditioning tanks, and similar equipment which may require service by removal or replacement." ."

Sec. 18-399. I.P.C. 401. – IPC – Section 412.3.2.1, Floor drain traps.

Section 412.3.2.1. Floor drain traps, is hereby added to read as follows:
"412

"*413.2.1. Floor drain traps.* Floor drains shall be installed in all grade occupancies where all portions of a floor level, finished or not, is not entirely below finish grade level at all points and that area has therein a water heater, a steam or hot water boiler, or water connections for a clothes washer. Floor drains shall be located in full view at all times and readily accessible for servicing." ."

Sec. 18-400. I.P.C. Section 501.2, Water heater as space heater.

Section 501.2. Water heater as space heater, is hereby amended in its entirety to read as follows:
"*501.2. Water heater as space heater.* Where a combination potable water heating and space heating system requires water for space heating, a master thermostatic mixing valve complying with ASSE 1017 shall be provided to limit the water supplied to the potable hot water distribution system to a temperature of 140° F (60° C) or less. The potability of the water shall be maintained throughout the system."

Sec. 18-401. I.P.C. **402. – IPC – Section 603.1, Size of water service pipe.**

Section 603.1. Size of water service pipe, is hereby amended in its entirety to read as follows:
"

"*603.1. Size of water sewerservice pipe.* The water service pipe shall be sized to supply water to the structure in the quantities and at the pressures required in this code. The minimum diameter of water service pipe shall be one inch (25mm).

Exception: The building official has the authority to allow a water service pipe that is smaller than one inch in diameter or require a water service pipe that is larger than one inch in diameter upon completion of an accurate water pipe sizing calculation as set forth in the plumbing code."Arvada Engineering Standards."

Sec. 18-402. I.P.C. 403. – IPC – Section 603.2, Separation of water service and building sewer.

Section 603.2. Separation of water service and building sewer, and the exceptions thereto, are is hereby amended in theirits entirety to read as follows:
"

"*603.2. Separation of water service and building sewer.* Water service pipe and the building sewer shall be separated as set forth in the Arvada Engineering Standards." ."

Sec. ~~18-403. I.P.C. Section 604.8, Water-pressure reducing valve or regulator.~~

~~*Section 604.8. Water-pressure reducing valve or regulator,* is hereby amended by amending the first paragraph in its entirety to read as follows:~~

> ~~"*604.8. Water pressure reducing valve or regulator.* All buildings connected to city water mains shall be provided an approved water-pressure reducing valve conforming to ASSE 1003 with strainer to reduce the pressure in the building water distribution piping to 80 psi (552 kPa) static or less."~~

~~Sec.~~ **18-404.** ~~I.P.C.~~ **– IPC – Section 605.3, Water service pipe.**

Section 605.3. Water service pipe, is hereby amended in its entirety to read as follows:
"

> "*605.3. Water service pipe.* Water service pipe, shall conform to the standards set forth in the Arvada Engineering Standards~~."~~."

Sec. 18-405. ~~I.P.C.~~ **– IPC – Table 605.3, Water service pipe.**

Table 605.3. Water service pipe, is hereby deleted.

Sec. 18- 406. **~~I.P.C. Section 608.3.2, Water inlets to water supplied aspirators.~~**

~~*Section 608.3.2. Water inlets to water supplied aspirators,* is hereby added to read as follows:~~

> ~~"*608.3.2. Water inlets to water supplied aspirators.* Water inlets to water supplied aspirators shall be equipped with a listed reduced-pressure backflow preventer, installed in accordance with its listing requirements and this chapter. The discharge shall drain through an airgap. When using the tailpiece of a fixture to receive the discharge of an aspirator, the airgap shall be located above the flood level rim of the fixture."~~

~~Sec. 18-407. I.P.C.~~ **– IPC – Section 701.2,** ~~Sewer~~**Connection to sewer required.**

Section 701.2. ~~*Sewer*~~ *Connection to sewer required,* is hereby amended by adding a second paragraph to read as follows:
~~"*701.2. Sewer required.*~~

> "The public sewer shall not be available when such public sewer or any building or any exterior drainage facility connected thereto is located more than 400 feet (121,920 mm) from any proposed building or exterior drainage facility on any lot or premises which abuts and is served by such public sewer~~." ~~."

The remainder of the section remains unchanged.

Sec. 18-~~408. I.P.C.~~ **407. – IPC – Section 701.3, Separate sewer connections.**

Section 701.3. Separate sewer connections, is hereby amended in its entirety to read as follows:
"

"*701.3. Separate sewer connections.* Separate sewer connections shall be required as set forth in ~~e~~Chapter 102~~."~~, Utilities, of the Arvada City Code."

Sec. 18-~~409. I.P.C.~~ 408. – IPC – Section 701.5, Damage to drainage system or public sewer.

Section 701.5. Damage to drainage system or public sewer, is hereby amended in its entirety to read as follows:
"

"*701.5. Damage to drainage system or public sewer.* Wastes detrimental to the public sewer system or to the functioning of the sewage-treatment plant shall be treated and disposed of in accordance with the requirements of chapter 102, Utilities, of the Arvada City Code as may be from time to time amended~~."~~."

Sec. 18-~~410. I.P.C.~~ 409 – IPC – Section 701.6, Tests.

Section 701.6. Tests, is hereby amended in its entirety to read as follows:
"

"*701.6. Tests.* The sanitary drainage system shall be tested in accordance with the Arvada Engineering Standards~~."~~."

Sec. 18-~~411. I.P.C.~~ 410. – IPC – Section 702.3, Building sewer pipe.

Section 702.3. Building sewer pipe, is hereby amended in its entirety to read as follows:
"

"*702.3. Building sewer pipe.* Building sewer pipe material and standards shall conform to the Arvada Engineering Standards~~."~~."

Sec. 18-~~412. I.P.C.~~ 411. – IPC – Table 702.3, Building sewer pipe.

Table 702.3. Building sewer pipe, is hereby deleted and amended in its entirety to read as follows:
"

"*Table 702.3. Building sewer pipe.* Building sewer pipe material and standards shall be as set forth in the Arvada Engineering Standards~~."~~."

Sec. 18-~~413. I.P.C.~~ 412. – IPC – Section 703.1, Building sewer pipe near the water service.

Section 703.1. Building sewer pipe near the water service, is hereby amended in its entirety to read as follows:
"

"*703.1. Building sewer pipe near the water service.* Building sewer pipe near the water service shall conform to the Arvada Engineering Standards~~."~~."

Sec. 18-~~414. I.P.C.~~ 413. – IPC – Section 703.2, Drainage pipe in-filled ground.

Section 703.2. Drainage pipe in-filled ground, is hereby amended in its entirety to read as follows:
"

"*703.2. Drainage pipe in-filled ground.* When a building sewer or building drain is installed on filled or unstable ground, the drainage pipe shall conform to the Arvada Engineering Standards.".”

Sec. 18-415. I.P.C. 414. – IPC – Section 703.3, Sanitary and storm sewers.

Section 703.3. Sanitary and storm sewers, is hereby amended in its entirety to read as follows:
"

"*703.3. Sanitary and storm sewers.* Where separate systems of sanitary drainage and storm drainage are installed in the same property, the sanitary and storm building sewers shall be installed as set forth in the Arvada Engineering Standards.".”

Sec. 18-416. I.P.C. 415. – IPC – Section 703.4, Existing building sewers and building drains.

Section 703.4. Existing building sewers and building drains, is hereby amended in its entirety to read as follows:
"

"*703.4 Existing building sewers and building drains.* Existing building sewers and drains shall connect with new building sewers and drainage systems in accordance with the Arvada Engineering Standards.".”

Sec. 18-417. I.P.C. Section703.5 416. – IPC – Section 703.5, Cleanouts on building sewers.

Section 703.5. Cleanouts on building sewers, is hereby amended in its entirety to read as follows:
"

"*703.5. Cleanouts on building sewers.* Cleanouts on building sewers shall be located as set forth in the Arvada Engineering Standards.".”

Sec. 18-418. I.P.C. Section 704.1, Slope of horizontal drainage piping.

Section 704.1. Slope of horizontal drainage piping, is hereby amended in its entirety to read as follows:

"*704.1. Slope of horizontal drainage piping.* Horizontal drainage piping shall be installed and have a minimum slope in accordance with the Arvada Engineering Standards."

Sec. 18-419. I.P.C. Table 704.1, Slope of horizontal drainage piping.

Table 704.1. Slope of horizontal drainage pipe, is hereby amended in its entirety to read as follows:

"TABLE 704.1
SLOPE OF HORIZONTAL DRAINAGE PIPE

For SI: 1 inch = 25.4 mm, 1 inch per foot = 0.083 mm/m."

Sec. 18-420. I.P.C.**417. – IPC – Section 704.5, Dead ends.**

Section 704.5. Dead ends, is ~~a new section~~hereby added to read as follows:
"

"*704.5. Dead ends.* Dead ends shall be allowed only in conformance with Arvada Engineering Standards. Cleanout extensions and approved future fixture drainage piping shall not be considered as dead ends~~.~~".”

Sec. 18-~~421. I.P.C. Section 706,~~418. – IPC – Table 706.3, Fittings for change in direction.

~~*Section 706.*~~ *Table 706.3* is hereby amended in its entirety to read as follows:

TABLE 706.3
FITTINGS FOR CHANGE IN DIRECTION

TYPE OF FITTING PATTERN	CHANGE IN DIRECTION		
	HORIZONTAL TO VERTICAL	VERTICAL TO HORIZONTAL	HORIZONTAL TO HORIZONTAL
Sixteenth bend	X	X	X
Eighth bend	X	X	X
Sixth bend	X	X	X
Quarter bend	X	--------[a]	--------[a]
Short sweep	X	--------[a,b]	--------[a]
Long sweep	X	X	X
Sanitary tee	X[c]	-------	------
Wye	X	X	X
Combination wye and eighth bend	X	X	X

For SI: 1 inch = 25.4 mm.
a. The fittings shall only be permitted for a 2-inch or smaller fixture drain.
b. Three inches or larger—fixture drain.
c. For a limitation on double sanitary tees, see Section 706.3.

~~TABLE 706.3~~
~~FITTINGS FOR CHANGE IN DIRECTION~~

~~For SI: 1 inch = 25.4 mm.~~

~~a. The fittings shall only be permitted for a 2-inch or smaller fixture drain.~~

~~b. Three inches or larger—fixture drain.~~

~~c. For a limitation on double sanitary tees, see Section 706.3.~~

~~*706.4 Heel- or side-inlet quarter bends.* Heel-inlet quarter bends shall be an acceptable means of connection, except where the quarter bend serves as water closet. A low-heel inlet shall not be used as a wet-vented connection. Side-inlet quarter bends shall be an acceptable means of connection for drainage, wet venting and stack venting arrangements.~~

Sec. 18-~~422. I.P.C.~~419. – IPC – Section 708.1.2, Building sewers.

Section 708.1.2. Building sewers, is hereby amended in its entirety to read as follows:
"

"*708.1.2. Building sewers.* Building sewer cleanouts and manholes shall be located and installed as set forth in the Arvada Engineering Standards. Manholes and manhole covers shall be of an approved type as set forth in the Arvada Engineering Standards." ."

Sec. 18-423. I.P.C. Section 710.1, Maximum fixture unit load.

Section 710.1. Maximum fixture unit load, is hereby amended by adding a second paragraph to read as follows:

"*710.1. Maximum fixture unit load.* The building drain shall be four inches (101.6 mm) to the first three inch (76.2 mm) branch or bathroom group."

Sec. 18-424. I.P.C. **420 – IPC – Section 712.3.3.3, Discharge pipe and fittings.**

Section 712.3.3. 3. Discharge pipe and fittings, is a new section hereby added amended by adding a second paragraph to read as follows:
"*712.3.3.3. Discharge pipe and fittings.*

"When sub-soil drainage systems are installed and are discharged into an approved sump or receiving tank, they shall be discharged in a satisfactory manner within the yard area of the building. The discharge from sump pumps shall not be directly or indirectly discharged into or connected in any manner to the sanitary sewer system." ."

Sec. 18-425. I.P.C.421. – IPC – Section 714.1, Sewage backflow.

Section 714.1. Sewage backflow, is hereby amended in its entirety to read as follows:
"

"*714.1. Sewage backflow.* A backwater valve may be installed in the building drain or horizontal branch serving fixtures installed on a floor with a finished floor elevation below the elevation of the manhole cover of the next upstream manhole in the public sewer. Plumbing fixtures installed on a floor with a finished floor elevation above the elevation of the manhole cover of the next upstream manhole in the public sewer shall not discharge through a backwater valve.

Exception: In existing buildings, fixtures above the elevation of the manhole cover of the next upstream manhole in the public sewer shall not be prohibited from discharging through a backwater valve." ."

Sec. 18-426. I.P.C. 422. – IPC – Section 904903.1.1, Roof extension unprotected.

Section 903.1.1. Roof extension unprotected, is hereby amended in its entirety to read as follows:
"

"*903.1.1 Roof extension. All openextensions unprotected.* Open vent pipes that extend through a roof shall be terminated at least sixnot less than twelve (12) inches (152.4 mm4mm) above the roof, except that where a roof is to be used for any purpose other than weather protection, including, but not limited to, as a floor for the patio on the roof of a structure, the vent extensions shall be run at least seven feet (2134 mm) above the roof." ."

Sec. 18-~~427. I.P.C. Section 909.1, Distance of trap from vent.~~

~~*Section 9091. Distance of trap from vent,* is hereby amended in its entirety to read as follows:~~

~~"*909.1. Distance of trap from vent.* Each fixture trap shall have a protecting vent located and installed in conformance with the requirements of the Colorado Plumbing Code."~~

~~Sec. 18-428. I.P.C. Section 911.4, Single bathroom groups.~~

~~*Section 911.4. Single bathroom groups,* is hereby added to read as follows:~~

~~"*9114. Single bathroom groups.* A single bathroom group of fixtures may be installed with the drain from an individually vented lavatory or lavatories serving as a wet vent for a bathtub, shower compartment, or floor drain and for a water closet provided all the requirements listed below are met:~~

~~1. Not more than four fixture units drain into a minimum two inch (50.8 mm) diameter wet vent. Kitchen sinks, dishwashers, or automatic clothes washer's connections are not permitted.~~

~~2. The horizontal branch drain connects to the stack at the same level as the water closet drain. In the alternative, the horizontal branch drain may connect to the upper half of the horizontal portion of the water closet bend at an angle not greater than 45 degrees from the direction of flow.~~

~~3. Trap arm sizes and lengths must conform to the requirements of the Colorado Plumbing Code."~~

~~Sec. 18-429. I.P.C.~~ **423. – IPC – Section 912.1, Horizontal wet vent permitted.**

Section 912.1. Horizontal wet vent permitted, is hereby amended in its entirety to read as follows: "

"*912.1. Horizontal wet vent permitted.* Horizontal wet vents shall be located and installed in conformance with the requirements of the Colorado Plumbing Code~~."~~."

Sec. 18-~~430. I.P.C. Section 912.1.1, Vertical wet vent.~~

~~*Section 912.1.1. Vertical wet vent,* is hereby amended in its entirety to read as follows:~~

~~"*912.1.1. Vertical wet vent.* Vertical wet vents shall be located and installed in accordance with the requirements of the Colorado Plumbing Code."~~

~~Sec. 18-431. I.P.C.~~ **424. – IPC – Section 1003.4.2.2, Garages and service stations.**

Section 1003.4.2.2. Garages and service stations, is hereby amended ~~by amending the last two sentences~~in its entirety to read as follows:

~~"*1003.4.2.2. Garages and service stations.*~~

"*1003.4.2.2. Garages and service stations*. When automobiles are serviced, greased, repaired, or washed or where gasoline is dispensed, oil separators shall have a capacity of

not less than 6 cubic feet (0.168m³) for the first square 100 feet (9.3m²) of area to be drained, plus 1 cubic foot (0.028m³) for each additional 100 square feet (9.3m²) of area to be drained into the separator. Parking garages in which servicing, repair, or washing of vehicles is not conducted, and in which gasoline is not dispensed, shall not require a separator, unless the garage drains into the sanitary sewer system. Areas of commercial garages utilized only for storage of automobiles are not required to be drained through a separator, unless the garage drains into the sanitary sewer system.~~".~~."

Sec. 18- 425. – IPC – Chapter 14, Subsurface graywater soil absorption systems.

Chapter 14. Subsurface graywater soil absorption systems, is hereby deleted in its entirety.

Secs. ~~18-432 –~~18- 426 - 18-454. Reserved.

ARTICLE XII. INTERNATIONAL PROPERTY MAINTENANCE CODE

Sec. 18-455. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq.* and the Arvada City Charter, the International Property Maintenance Code, 2009 Edition, published by the International Code Council, 5203 Leesburg Pike, Suite 600, Falls Church, VA 22041, is hereby adopted by reference and incorporated into the Arvada City Code.

The International Property Maintenance Code shall be known as the ~~"I.P.M.C."~~"IPMC" and may be referred to as such.

Sec. 18-456~~. I.P.M.C.~~ – IPM – Section 101.1, Title.

Section 101.1. Title, is hereby amended in its entirety to read as follows:
"

"*101.1. Title.* These regulations shall be known as the International Property Maintenance Code of the City of Arvada, hereinafter referred to as "this code.~~""~~.""

Sec. 18-457.~~ I.P.M.C. Section 101.2, Scope.~~

~~*Section 101.2. Scope,* is hereby amended in its entirety to read as follows:~~

~~"*101.2. Scope.* The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises, subject to the limitations contained in 101.3, and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties."~~

~~Sec. 18-458. I.P.M.C. Section 101.3, Intent.~~

~~*Section 101.3. Intent,* is hereby amended in its entirety to read as follows:~~

> ~~"*101.3. Intent.* This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein. A structure or premise shall not be considered in violation of this code if such structure or premise complied with applicable codes at the time of construction or alteration unless maintenance is required for health and safety issues."~~

~~Sec. 18-459. I.P.M.C. Section 102.1, General.~~

~~*Section 102.1. General,* is hereby amended by adding a sentence to the end of the section to read as follows:~~

> ~~"Where, in a specific case, there is a conflict between a provision of the I.P.M.C. and a provision of chapter 38, Environment, the provision of chapter 38 shall control."~~

~~Sec. 18-460. I.P.M.C. Section 102.2, Maintenance.~~

~~*Section 102.2. Maintenance,* is hereby amended in its entirety to read as follows:~~

> ~~"*102.2. Maintenance.* Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, operator or occupant shall cause removal, shut off or discontinuance of any service, facility, equipment or utility which is required under this section except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner shall be responsible for the maintenance of buildings, structures and premises."~~

~~Sec. 18-461. I.P.M.C. Section 102.8, Requirements not covered by code.~~

~~*Section 102.8. Requirements not covered by code,* is hereby amended in its entirety to read as follows:~~

> ~~"*102.8. Requirements not covered by code.* Requirements necessary for the strength, stability or safe operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official."~~

~~Sec. 18-462. I.P.M.C.~~ **– IPMC – Section 103.1, ~~General~~Creation of agency.**

Section 103.1~~. General~~ Creation of agency, is hereby amended to read as follows:

"

"*103.1*~~. *General.* The~~ *Creation of agency*. The Code Enforcement Department is hereby created, and the official in charge ~~of property maintenance inspection~~thereof shall be known as the *code official*~~."~~. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code."

Sec. 18-~~463. I.P.M.C.~~458. – IPMC – Section ~~103.2, Appointment.~~

~~*Section 103.2. Appointment,* is hereby amended in its entirety to read as follows:~~

~~"The building official shall be appointed by the chief appointing authority of this jurisdiction."~~

~~**Sec. 18-464. I.P.M.C. Section 103.4, Liability.**~~

~~*Section 103.4. Liability,* is hereby amended to read as follows:~~

~~"*103.4. Liability.* The code official, members of the respective boards of appeals or employees charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code."~~

~~Sec. 18-465. I.P.M.C. Section 103.5~~**104.1, Fees**.

Section ~~103.5~~104.1. Fees, is hereby amended to read as follows:
~~"*103.5.*~~

"*Section 104.1.* *Fees.* The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be ~~published."~~ as established by the applicable governing authority and be published."

Sec. 18-~~466. I.P.M.C.~~459. – IPMC – Section 10~~4~~5.1, General.

Section 10~~4~~5.1. General, is hereby amended by adding a sentence to the end of the section to read as follows:
"

"For purposes of enforcement of the ~~I.P.M.C.,~~IPMC, the code official shall include the ~~code enforcement manager~~ Chief of the Arvada Police Department and the Arvada Police Neighborhood Services Supervisor and their designees thereof~~, and the chief of police and designees thereof."~~."

Sec. 18-~~467. I.P.M.C.~~ 460. – IPMC – Section ~~104.3, Right~~106, Means of ~~entry~~Appeal.

Section ~~104.3. Right~~106. Means of ~~entry,~~Appeal is hereby amended in its entirety to read as follows:

> ~~"*104.3 Right of entry.* Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the code official has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this code, the code official is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code, provided that if such structure or premises is occupied the code official shall present credentials to the occupant and request entry. If such structure or premises is unoccupied, the code official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the code official shall have recourse to the remedies provided by law to secure entry, such as obtaining a warrant pursuant to state and local laws."~~

~~Sec. 18-468. I.P.M.C. Section 105.1, Modifications.~~

> "*106 Means of Appeal.* Appeals of orders, decisions, or determinations made by the code official relative to the application and interpretation of this code shall be in accordance with Section 106.1 through 106.2"

Sec. 18-461. – IPMC – Section 10~~5~~6.1~~. *Modifications*~~, Application for appeal.

Section 106.1. Application for appeal, is hereby ~~amended~~created to read as follows:

> ~~"*105.1. Modifications.* Whenever there are practical difficulties involved in carrying out the provisions of this code, the code official or the building code advisory board shall have the authority to grant modifications for individual cases upon application of the owner or owner's representative, provided the code official or the building code advisory board shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files."~~

~~Sec. 18-469. I.P.M.C. Section 105.2, Alternative materials, methods and equipment.~~

~~*Section 105.2. Alternative materials, methods and equipment,* is hereby amended to read as follows:~~

> ~~"*105.2. Alternative materials, methods and equipment.* The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved where the code official or building code advisory board finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety."~~

"*106.1. Application for appeal.* Appeals of municipal court matters shall be as set forth in applicable state and local rules. Appeals of nuisance abatement proceedings shall be as follows:

1. Appeal of any notice, order, or decision of the code official or a hearing officer related to any proceeding to determine or abate a nuisance or a nuisance property shall be as set forth in article III of chapter 38, Environment.

2. Appeal of any notice, order, or decision of the code official or a hearing officer related to any proceeding to abate a snow, ice, or slush nuisance shall be as set forth in article I of chapter 94, Streets, Sidewalks, and Certain Other Public Areas.

3. Appeal of any notice, order, or decision of the code official or hearing officer related to a proceeding to determine or abate weeds or noxious weeds shall be as set forth in article V of chapter 38, Environment.

4. Appeal of any notice, order, or decision of the code official or hearing officer related to a proceeding to determine or abate graffiti shall be as set forth in article IV of chapter 38, Environment.

5. Appeal of any notice, order, or decision of the code official related to a procedure to determine or abate rubbish or garbage shall be as set forth in article III of chapter 90, Solid waste.

6. Appeal of any notice, order, or decision of the code official or city manager related to the abatement of an unsafe structure or condition, or of unsafe building equipment, shall be as set forth in section 108.6 herein."

Sec. 18-462. – IPMC – Section 106.2, Board jurisdiction.

Section 106.2 Board Jurisdiction, is hereby created to read as follows:

"(A) The following violations are exclusively appealable to the Board of Adjustment subject to those limitations as set forth in Section 111.1:

301.3 - Vacant Structures and Land;
302.1 - Misc. Standing/Stagnant Water;
302.3 - Sidewalk/Driveway Maintenance;
302.3.1 - Parking Lots/Potholes;
302.4 - Weeds/Noxious Weeds;
302.7 - Maintenance of Fences;
302.8 - Inoperable/Unlicensed Vehicles;
302.8 - Vehicle Repairs on Street;
302.9 - Graffiti;
302.10 - Storage of Building Materials;

303.1 - Swimming Pools-Maintenance;
303.2 - Swimming Pool Enclosures; or
308 - All offenses involving the Accumulation and Disposal of Rubbish and Garbage as well as its Removal

(B) Those violations of the IPMC not listed above in subsection (A) shall be appealable to the Building Code Advisory Board subject to those limitations in section 111.1."

Sec. 18-~~470. I.P.M.C.~~463. – IPMC – Section 10~~6~~7.4, Violation penalties.

Section 10~~6~~7.4. Violation penalties, is hereby amended in its entirety to read as follows:
"

"*106.4. Violation penalties.* Any violation of the ~~housing code~~International Property Maintenance Code shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in section 1-5~~."~~ of the Arvada City Code."

Sec. 18-~~471. I.P.M.C.~~464. – IPMC – Section ~~106.5, Abatement of violation~~108.4, Failure to comply.

Section ~~106.5. Abatement of violation~~108.4. Failure to comply, is hereby amended ~~in its entirety~~ to read as follows:

~~"*106.5. Abatement of violation.* The imposition of the penalties herein prescribed shall not preclude an officer or official of this jurisdiction from instituting appropriate legal action to restrain, correct, or abate a violation or a nuisance, or to prevent illegal occupancy of a building, structure, or premises, or to stop an illegal act, conduct, business, or utilization of the building, structure, or premises."~~

"*108.4. Failure to comply.* Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in section 1-5 of the Arvada City Code."

Sec. 18-~~472. I.P.M.C.~~465. – IPMC – Section ~~107.1~~ 109.4, Notice~~ to person responsible~~.

Section ~~107.1~~ 109.4. Notice~~ to person responsible~~, is hereby amended in its entirety to read as follows:
~~"*107.1*~~

"*109.4. Notice~~ to person responsible~~.* Initiation of prosecution for a violation of this code shall be in accordance with section 18-39(d) of this chapter. Initiation of nuisance proceedings shall be as follows:

1. In any proceeding to determine, abate, or remove a nuisance or a nuisance property, notice shall be given as set forth in article III of chapter 38, Environment, and all proceedings conducted in accordance with that article.

2. In any proceeding to determine, abate, or remove a snow, ice, or slush nuisance, notice shall be given as set forth in article I of chapter 94, Streets, Sidewalks, and Certain Other Public Areas, and all proceedings conducted in accordance with that article.

3. In any proceeding to determine, abate, or remove ~~a~~ weeds or noxious weeds, notice shall be given as set forth in article V of chapter 38, Environment, and all proceedings conducted in accordance with this article.

4. In any proceeding to determine, abate, or remove graffiti, notice shall be given as set forth in article IV of chapter 38, Environment, and all proceedings conducted in accordance with this article.

5. In any proceeding to determine, abate, or remove rubbish or garbage, notice shall be given as set forth in article III of chapter 90, Solid Waste, and all proceedings conducted in accordance with this article.

6. In any proceeding to determine, abate, or remove an unsafe structure or condition, or unsafe building equipment, notice shall be given as set forth in section 108.6 or 7, as is applicable, and all proceedings conducted in accordance with these sections~~."~~ ."

Sec. 18-~~473. I.P.M.C.~~466. – IPMC – Section ~~107.2~~ 109.4.1, Form.

Section ~~107.2~~ 109.4.1. Form, is hereby amended to read as follows:
~~"*107.2*~~
"*109.4.1. Form.* Such notice prescribed in Section ~~107.1~~109.4 shall be in accordance with all of the following:

1. Be in writing;

2. Include a description of the real estate sufficient for identification;

3. Include a statement of the violation or violations and why the notice is being issued;

4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code;

5. Inform the property owner of the enforcement process including the appeals process as set forth in Section 18-481. ~~–~~ I.P.M.C. ~~–~~ Section 111.1 of this code; or

6. Include a statement of the right to file a lien in accordance with I.P.M.C. 10~~6~~7.3~~."~~ ."

Sec. 18-~~474. I.P.M.C. Section 107.3, Method of service.~~

~~*Section 107.3. Method of service,* is hereby amended to read as follows:~~

~~"*107.3. Method of service.* Such notice shall be deemed to be properly served if a copy thereof is:~~

~~1. Delivered personally; or~~

~~2. Sent by certified or first-class mail addressed to the last known address of the owner; or~~

~~3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice."~~

~~Sec. 18-475. I.P.M.C. Section 107.5, Penalties.~~

~~*Section 107.5. Penalties,* is hereby amended to read as follows:~~

~~"*107.5. Penalties.* Penalties for noncompliance with orders and notices shall be as set forth in Section 1-5 of the municipal code."~~

~~Sec. 18-476. I.P.M.C. Section 108.1.1, Unsafe structures.~~

~~*Section 108.1.1. Unsafe structures,* is hereby amended by adding the following exception:~~

~~"*108.1.1. Unsafe structures.* An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible."~~

~~Sec. 18-477. I.P.M.C. Section 108.1.4, Unlawful structure.~~

~~*Section 108.1.4. Unlawful structure,* is hereby amended to read as follows:~~

~~"*108.1.4. Unlawful structure.* An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under the land development code, or was erected, altered or occupied contrary to law."~~

~~Sec. 18-478. I.P.M.C. Section 108.1.5, Dangerous structure or premises.~~

~~*Section 108.1.5. Dangerous structure or premises,* is hereby amended to read as follows:~~

~~"*108.1.5. Dangerous structure or premises.* For the purpose of this code, any structure or premises that has any or all of the conditions or defects described below shall be considered dangerous:~~

1. ~~Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings.~~
2. ~~The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.~~
3. ~~Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.~~
4. ~~Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.~~
5. ~~The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.~~
6. ~~The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.~~
7. ~~The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants or criminals, or enables persons to use the building or structure for committing a nuisance or an unlawful act.~~
8. ~~Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.~~
9. ~~A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.~~
10. ~~Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.~~
11. ~~Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to~~

~~constitute such building or portion thereof as an attractive nuisance or hazard to the public.~~

~~12. Any structure, alteration, or improvements that complied with codes applicable at the time of construction and where the use or occupancy of the building has not changed, shall not be in violation."~~

~~Sec. 18-479. I.P.M.C. Section 108.8, Abatement of unsafe structure or condition.~~

~~*Section 108.8. Abatement of unsafe structure or condition,* is hereby added to read as follows:~~

~~"*108.8. Abatement of unsafe structure or condition.* All structures or portions thereof which are determined after inspection by the building official to be unsafe as set forth herein are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedure specified herein.~~

~~108.8.1. *General.* Any structure declared unsafe shall be made to comply with one of the following:~~

~~108.8.1.1. The structure may be repaired in accordance with the current building code or other current code applicable to the type of substandard conditions requiring repair; or~~

~~108.8.1.2. The structure may be demolished at the option of the building owner; or~~

~~108.8.1.3. If the structure does not constitute an immediate danger to the life, limb, property, or safety of the public it may be vacated, secured, and maintained against entry.~~

~~108.8.2. *Vacation.* If the structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public and its occupants, it shall be ordered to be vacated.~~

~~108.8.3. *Commencement.* When the building official has inspected or caused to be inspected any structure and has found and determined that such structure is unsafe, the building official shall commence proceedings to cause the repair, vacation, or demolition of the structure.~~

~~108.8.4. *Notice and order.* The building official shall issue a written notice and order directed to any person having record title or interest in the structure. The notice and order shall contain:~~

~~108.8.4.1. The street address of the property on which the unsafe structure is located.~~

~~108.8.4.2. A statement that the building official has found the structure to be unsafe with a brief and concise description of the conditions found to deem the structure unsafe under the provisions of this section.~~

~~108.8.4.3. A statement of action required to be taken and the time period allowed for such action.~~

~~108.8.4.4. A statement advising that if the required action is not commenced within the time specified, the building official will order the structure vacated and posted to~~

~~prevent further occupancy until the work is completed and may proceed to cause the work to be done and charged the costs thereof against the property or its owner.~~

~~108.8.4.5. A statement advising that any person having record title or interest in the structure may appeal the notice and order or any action of the building official to the city manager, provided such appeal is made in writing within 14 calendar days from the date of service of such notice and that failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.~~

~~108.8.5. *Service.* The notice and order, and any amended or supplemental notice and order, shall be served upon the record owner and posted on the structure affected by such notice. The building official may serve additional such notice and order on any parties that may have interest in the property. The failure of the building official to serve every party that may have an interest in the property shall not invalidate any proceedings herein or relieve any person or party properly served from any duty or obligation imposed by the provisions of this code.~~

~~108.8.6. *Method of service.* Service of the notice and order shall be deemed properly served if a copy thereof is delivered to the owner personally or sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested.~~

~~108.8.7. *Recording notice and order.* If compliance is not had with the notice and order within the specified time, and no appeal has been properly filed, the building official may file in the office of the county recorder a certificate describing the property and certifying that the building is unsafe and the owner has been so notified.~~

~~108.8.8. *Notice to vacate.* Every notice to vacate shall, in addition to being served as required in this section, be posted at or upon each exit of the structure. No person shall remain in or enter any building which has been so posted, except that entry may be made to repair, demolish or remove such structure under permit. No person shall remove or deface any such posting until the required repairs, demolition or removal have been completed.~~

~~108.8.9. *Appeals.* Appeals shall be made to the city manager. Except where this article provides otherwise, the provisions of section 2-171 et seq. shall govern the conduct of any administrative hearing conducted in accordance with this article.~~

~~108.8.9.1. *Order.* The order of the city manager, or his designee, made during or following an appeal shall be a final decision and may be appealed to the district court pursuant to Colorado Rule of Civil Procedure 106(a)(4).~~

~~108.8.9.2. *Effect of failure to appeal.* Failure of a party in interest to file an appeal in accordance with the provisions of this article shall constitute a waiver by him of any right he may otherwise have to contest the city's right to eliminate or remove the unsafe structure or condition from his property, and charge the resulting costs against him and/or the property.~~

~~108.8.9.3. *Staying of order of appeal.* Except for vacation orders, enforcement of any notice and order of the building official issued under this code shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.~~

~~108.8.9.4. *Enforcement of order.* After any order of the code official or appeals board made pursuant to this code shall have become final, no person to whom such order is directed shall fail, neglect, or refuse to obey any such order."~~

~~108.8.9.4.1. *Compliance.* If an order has not been complied with before the latter of 30 days after service of the order, the city at the direction of the city manager, or his designee, may cause the elimination or removal of the unsafe building or condition, unless an extension for compliance was granted."~~

~~108.8.9.4.2. *Costs.* Any such owner, occupant, lessee or other party in interest who fails to comply with an order issued by the city manager, or his designee, pursuant to sections 108.6 and 108.8, shall be charged with all administrative costs and expenses incurred in the elimination or removal of the unsafe structure or condition. Such administrative costs shall include the cost of said removal or elimination, inspection fees, postal charges, legal expenses, and other expenses as ascertained by the city manager, or his designee, which are the result of the enforcement of this article. All costs are independent of any other penalties and powers of the city as set forth anywhere in this code."~~

~~108.8.10. *Enforcement of order.* After any order of the building official or city manager made pursuant to this code shall have become final, no person to whom such order is directed shall fail, neglect, or refuse to obey any such order.~~

~~108.8.10.1. *Compliance.* If an order issued by the city manager, or his designee, pursuant to section 108.8.9 of this section has not been complied with within 30 calendar days after its issuance, the city at the direction of the city manager, or his designee, may cause the elimination or removal of the unsafe building or condition.~~

~~108.8.10.2. *Costs.* Any such owner, occupant, lessee or other party in interest who fails to comply with an order issued by the city manager, or his designee, pursuant to section 108.8.9 of this section, shall be charged with all administrative costs and expenses incurred in the elimination or removal of the unsafe structure or condition. Such administrative costs shall include the cost of said removal or elimination, inspection fees, postal charges, legal expenses, and other expenses as ascertained by the city manager, or his designee, which are the result of the enforcement of this article. All costs are independent of any other penalties and powers of the city as set forth anywhere in this code.~~

~~108.8.10.3. *Collection of costs.*~~

~~*Section 108.8.10.3. Collection of costs,* is hereby added to read as follows:~~

~~"*108.8.10.3. Collection of costs.* The manner in which all administrative costs incurred by the city in removing or eliminating the unsafe structure or condition are collected shall be left to the discretion of the city manager, or designee. Said costs may be assessed against the property on which the unsafe building or condition exists, or may be recovered in a suit against the owner, occupant, and/or lessee of the property. If the city manager or a designee thereof determines to assess costs against the property, a statement enumerating all such costs to be assessed against the property shall be prepared. A copy of the statement of costs or assessment shall be served upon the necessary parties by certified mail with return receipt required. In the event the~~

~~assessment is not paid, collection of the assessment may be handled pursuant to the provisions of chapter 59 entitled "Municipal Liens". All property or tax liens are to be filed without unnecessary delay, and pursuant to State and County regulations."~~

~~108.8.11. *Costs.* The manner in which all administrative costs incurred by the city in removing or eliminating the unsafe structure or condition are collected shall be left to the discretion of the city manager, or designee. Said costs may be assessed against the property on which the unsafe building or condition exists, or may be recovered in a suit against the owner, occupant, and/or lessee of the property. If the city manager or a designee thereof determines to assess costs against the property, a statement enumerating all such costs to be assessed against the property shall be prepared. A copy of the statement of costs or assessment shall be served upon the necessary parties by first class mail. In the event the assessment is not paid, collection of the assessment may be handled pursuant to the provisions of chapter 59 entitled "Municipal Liens.""~~

~~Sec. 18-480. I.P.M.C. Section 108.9, Abatement of unsafe building equipment.~~

~~*Section 108.9. Abatement of unsafe building equipment,* is added to read as follows:~~

~~"*108.9. Abatement of unsafe building equipment.* Whenever building equipment regulated in the technical codes has become hazardous to life, health, or property, or has become unsanitary, the building official shall order in writing that such equipment either be removed or restored to a safe or sanitary condition, as appropriate. The written notice itself shall fix a time limit for compliance with such order. Defective building equipment shall not be maintained after receiving such notice. When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours or as soon thereafter as is practicable to the serving utility, and owner and occupant of such building, structure, or premises. When any building equipment is maintained in violation of notice issued pursuant to the provisions of this section, the building official shall institute appropriate action to prevent, restrain, correct or abate the violation."~~

~~Sec. 18-481. I.P.M.C. Section 111.1, Application for appeal.~~

~~*Section 111.1. Application for appeal,* is hereby amended in its entirety to read as follows:~~

~~"*111.1. Application for appeal.* Appeals of municipal court matters shall be as set forth in applicable state and local rules. Appeals of nuisance abatement proceedings shall be as follows:~~

~~1. Appeal of any notice, order, or decision of the code official or a hearing officer related to any proceeding to determine or abate a nuisance or a nuisance property shall be as set forth in article III of chapter 38, Environment.~~

~~2. Appeal of any notice, order, or decision of the code official or a hearing officer related to any proceeding to abate a snow, ice, or slush nuisance shall be as set forth in article I of chapter 94, Streets, Sidewalks, and Certain Other Public Areas.~~

3. Appeal of any notice, order, or decision of the code official or hearing officer related to a proceeding to determine or abate weeds or noxious weeds shall be as set forth in article V of chapter 38, Environment.

4. Appeal of any notice, order, or decision of the code official or hearing officer related to a proceeding to determine or abate graffiti shall be as set forth in article IV of chapter 38, Environment.

5. Appeal of any notice, order, or decision of the code official related to a procedure to determine or abate rubbish or garbage shall be as set forth in article III of chapter 90, Solid waste.

6. Appeal of any notice, order, or decision of the code official or city manager related to the abatement of an unsafe structure or condition, or of unsafe building equipment, shall be as set forth in section 108.6 herein."

Sec. 18-482. I.P.M.C. Section 111.2, Board jurisdiction.

Section 111.2 Membership of board, is deleted in its entirety and replaced with *111.2. Board jurisdiction* to read as follows:

"(A) The following violations are exclusively appealable to the board of adjustment subject to those limitations as set forth in Section 111.1:

301.3 Vacant Structures and Land;

302.1 Misc. Standing/Stagnant Water;

302.3 Sidewalk/Driveway Maintenance;

302.3.1 Parking Lots/Potholes;

302.4 Weeds/Noxious Weeds;

302.7 Maintenance of Fences;

302.8 Inoperable/Unlicensed Vehicles;

302.8 Vehicle Repairs on Street;

302.9 Graffiti;

302.10 Storage of Building Materials;

303.1 Swimming Pools-Maintenance;

303.2 Swimming Pool Enclosures; or

308 All offenses involving the Accumulation and Disposal of Rubbish and Garbage as well as its Removal.

(B) Those violations of the467. – IPMC not listed above in subsection (A) shall be appealable to the building code advisory board subject to those limitations in section 111.1."

Sec. 18-483. I.P.M.C. Section 112.4, Failure to comply.

Section 112.4. Failure to comply, is hereby amended to read as follows:

"*112.4. Failure to comply.* Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in section 1-5 of the municipal code."

Sec. 18-484. I.P.M.C. **Section 202, General definitions.**

Section 202. General definitions, is hereby amended by adding or amending certain definitions to read as follows:

"

"*Dwelling unit*. Dwelling unit has the same meaning as that set forth in the Arvada Land Development Code, as may be from time to time amended.

Inoperable motor vehicle. A vehicle which cannot be driven upon the public streets for reasons including, but not limited to, not having a current license plate or tag, being wrecked, in a state of major disassembly, in a state of disrepair, or incapable of being moved under its own power.

Noxious weed. A plant or part thereof that meets one or more of the following criteria:

a) Aggressively invades or is detrimental to economic crops or native plant communities;

b) Is poisonous to livestock;

c) Is a carrier of detrimental insects, diseases, or parasites;

d) The direct or indirect effect of the presence of this plant is detrimental to the environmentally sound management of natural or agricultural ecosystems.

In addition, noxious weeds includes, but is not limited to the following types of plants:

Leafy Spurge (Euphorbia Esula), Canadian Thistle (Cirsium Arvense), Musk Thistle (Caduus Nutans), Russian Knapweed (Centaurea Repens), Diffuse Knapweed (Centurea Diffusa), Spotted Knapweed (Centaurea Maculosa), and Purple Loosestrife (Lythrium Salicaria).

Rubbish. Combustible and noncombustible waste materials, except garbage, and including, but not limited to the residue from the burning of wood, coal, coke and other combustible materials, and paper, plastic, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, dust and other similar materials regardless of whether the item could be put to any reasonable use or has any claimed value. Rubbish shall also include household appliances, furniture, machinery, and car parts that are not stored within an enclosed structure. Items

may be deemed to be rubbish regardless of whether the item could be put to any reasonable use or has any claimed value.

Weed. All grasses, annual plants and other vegetation more than 12 inches in height as measured from ground level.

Exceptions:

1. ~~1.~~ Trees;
2. ~~2.~~ Shrubs;
3. ~~3.~~ Cultivated flower or vegetable gardens;
4. ~~4.~~ Vegetation grown in an A-1 or R-CE zoning district for the purpose of crop production or as animal fodder; and
5. ~~5.~~ Plants of the Gramineae family (ornamental grasses) commonly used as part of an ornamental landscaping plan~~."~~."

All other definitions contained in the General definitions section shall remain the same.

Sec. 18-~~485. I.P.M.C. Section 301.1, Scope.~~

~~*Section 301.1. Scope,* is hereby amended to read as follows:~~

~~"*301.1. Scope.* The provisions of this chapter shall govern the conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property."~~

~~Sec. 18-486. I.P.M.C. Section 301.2, Responsibility.~~

~~*Section 301.2. Responsibility,* is hereby amended to read as follows:~~

~~"*301.2. Responsibility.* The owner of the premises shall maintain the structures in reasonable compliance with these requirements, except as otherwise provided for in this code. For purposes of this section, the term "reasonable" shall mean that the compliance with the requirements of this code shall be determined by being within the realm of common sense and not strict of excessive compliance. A person shall not occupy as owner-occupant or permit another person to occupy premises which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control."~~

~~Sec. 18-487. I.P.M.C.~~**468. – IPMC – Section 301.4, Code compliance administration service fees.**

Section 301.4. Code compliance administration service fees, is hereby added to read as follows: "

"*301.4. Code compliance administration service fees*. The code official shall charge those code compliance administration service fees as set forth in the land-use fees ordinance. Any such fees charged but not paid may be assessed against the property in accordance with the provisions of this chapter and of chapter 59, ~~"~~"Municipal Liens~~."~~." These service

fees are in addition to and separate from any fines or other penalty imposed by the Municipal Court for violation of any provision of this Code." ."

Sec. 18-488. I.P.M.C. Section 302.1, Sanitation.

Section 302.1. Sanitation, is hereby amended to read as follows:

"*302.1. Sanitation.* All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition, in compliance with this code."

Sec. 18-489. I.P.M.C.**469. – IPMC – Section 302.3.1, Parking lots.**

Section 302.3.1. Parking lots, is hereby added to read as follows:
"

"*302.3.1. Parking lots.* All cracks, potholes, or other breaks in the surface of a parking lot shall be filled in and repaired promptly by the proprietor, who shall also take all other steps to ensure that the parking lot is reasonably available for use by the public." ."

Sec. 18-490. I.P.M.C.470. – IPMC – Section 302.3.2, Vegetation upon streets or sidewalks.

Section 302.3.2. Vegetation upon streets or sidewalks, is hereby added to read as follows:
"

"*302.3.2. Vegetation upon streets or sidewalks.* No person shall permit vegetation or plant growth of any kind to obstruct, grow into or encroach upon streets or sidewalks." ."

Sec. 18-491. I.P.M.C.471. – IPMC – Section 302.3.3, Snow removal generally.

Section 302.3.3. Snow removal generally, is hereby added to read as follows:
"

"*302.3.3. Snow removal generally*. The owner of any premises other than a one- or two-family dwelling unit, or agent thereof, shall remove from sidewalk and sidewalk areas snow, ice, or slush within 24 hours of the end of any snow fall or ice storm. For purposes of enforcement of this section 302.3.3, ""sidewalk"" means that portion of a street between the curb lines or the lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians. It also includes all other walkways where everwherever they may be located on the property, exterior stairs, driveways, parking spaces and similar areas.

302.3.3.1. Snow removal for one- or two-family dwelling units. The occupant, or if none, the owner of any one- or two-family dwelling unit shall remove from sidewalks, snow, ice, or slush within 24 hours of the end of any snow fall or ice storm. For purposes of enforcement this section 302.3.3.1, ""sidewalk"" means that portion of a street between the curb lines or the lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians." ."

Sec. 18-492. I.P.M.C.472. – IPMC – Section 302.4, Weeds.

Section 302.4. Weeds, is hereby amended ~~in its entirety to read as follows:~~ and an exception has been added, the second paragraph remains unchanged and applicable:
"

"*302.4. Weeds.* All premises and exterior property shall be maintained free from weeds or dead plant growth in excess of twelve (12) inches. All noxious weeds shall be prohibited.

~~*302.4.1. Unlawful acts.* It shall be unlawful for any owner, agent, or resident having charge of a property to permit the growth of weeds or noxious weeds upon any property.~~

~~*302.4.2. Continued.* It shall be unlawful for any owner, agent, or resident having charge of a property to permit the growth of ornamental grasses in any area other than A-1 or R-CE zoning districts.~~

~~Exception: Ornamental grasses may be cultivated in small plots as part of an overall ornamental landscaping plan in other than A-1 or R-CE zoning districts, but in no case shall they be used as a ground cover over a substantial portion of a property.~~

~~*302.4.3. Removal.*~~ Removal of noxious weeds shall be done in such a manner that will minimize the reproduction of the noxious weeds~~."~~.

~~**Sec. 18-493. I.P.M.C. Section 302.7, Accessory structures.**~~

~~*Section 302.7. Accessory structures,* is hereby amended to read as follows:~~

~~"*302.7. Accessory structures.* All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound."~~

~~Sec. 18-494. I.P.M.C.~~

Exception: Ornamental grasses may be cultivated in small plots as part of an overall ornamental landscaping plan, but in no case shall they be used as a ground cover over a substantial portion of a property."

Sec. 18-473. – IPMC – Section 302.8, Motor vehicles.

Section 302.8. Motor vehicles, is hereby amended in its entirety to read as follows:
"

"*302.8. Motor vehicles.* Except as provided for in other regulations, no inoperable motor vehicle shall be parked, kept, or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception:

1. A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes. This exception shall not be construed to allow or justify a violation of rules relating to home occupations or other provisions of the zoning or city code~~."~~."

Sec. 18-~~495. I.P.M.C.~~474. – IPMC – Section 302.8.1, Investigation.

Section 302.8.1. Investigation, is hereby added to read as follows:
"

"*302.8.1. Investigation*. The chief of police or designee thereof, including code enforcement managers or officers, is authorized to investigate any vehicle left at any place within the city which reasonably appears to be in violation of this section, or may be lost, stolen, or unclaimed. The chief of police or a designee thereof is hereby authorized to go onto private property for the purpose of making an investigation for any violation of this chapter for the purpose of determining ownership and condition of any vehicle reasonably appearing to be in violation of any provision of this code. In the event that the owner of such vehicle or the person in possession of the premises on which such vehicle is located cannot be found, then a summons and complaint alleging the violation of this section may be issued against the vehicle describing the same by make, year and model." ."

Sec. 18-496. I.P.M.C.475. – IPMC – Section 302.9, Defacement of property.

Section 302.9. Defacement of property, is hereby amended by adding a sentence to the end of the second paragraph to read as follows:
"

"All unlawful acts of graffiti defacement shall be charged in accordance with article VI, Graffiti, of chapter 62, Offenses, of the Arvada City Code. All proceedings to determine or abate graffiti vandalism shall be held in accordance with article IV, Graffiti, of chapter 38, Environment, of the Arvada City Code." ."

Sec. 18-497. I.P.M.C.476. – IPMC – Section 302.10, Storage of building materials.

Section 302.10. Storage of building materials, is hereby added to read as follows:
"

"3*02.10. Storage of building materials.* In any area zoned for residential purposes, it shall be unlawful to store outside and uncovered any building materials unless there is in force a valid building permit issued by the city for construction of a new, or modification of an existing, structure upon the property and said materials are intended for use in connection with such construction or modification. Building materials may be stored inside an enclosed building or may be stacked and covered in the rear of any residentially zoned property, out of view from any adjoining street, whether or not a building permit is in force. Building materials shall include, but shall not be limited to, lumber, bricks, concrete or cinderblocks, plumbing materials, electrical wiring or equipment, heating ducts or equipment, shingles, mortar, concrete or cement, sand, gravel, dirt, rocks, nails, screws or any other materials used in construction or modifying any structure or property." ."

Sec. 18-498. I.P.M.C. Section 303.1, Swimming pools.

Section 302.10. Swimming pools, is hereby amended to read as follows:

"*302.10. Swimming pools.* Swimming pools shall be maintained in a clean, safe and sanitary condition."

~~Sec. 18-499. I.P.M.C. Section 304.1, General.~~

~~*Section 304.1. General,* is hereby amended to read as follows:~~

~~"*304.1. General.* The exterior of a structure shall be maintained structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare."~~

~~Sec. 18-500. I.P.M.C.~~ **477. – IPMC –Section 304.2, Appearance of structures and premises**.

Section 304.2. Protective treatment, is hereby deleted in its entirety and replaced with *304.2 Appearance of structures and premises,* to read as follows:
"

"*304.2. Appearance of structures and premises.* The exterior appearance of structures and premises shall not be kept or maintained in a condition that clearly impairs the overall appearance of a neighborhood or is likely to diminish the value and reasonable enjoyment of adjacent properties. A condition that impairs the appearance of a neighborhood or the value and enjoyment of adjacent properties may be a single extreme deficiency, or it may be a combination of several deficiencies. Such deficiencies may include, without limitation: exterior surfaces such as doors, door and window frames, walls, cornices, porches, trim, balconies, decks and fences with deteriorated surface treatment over a substantial portion of the surface; poorly maintained landscaping; accumulation of rubbish, unused equipment, building materials, and other debris; broken or sagging fences~~."~~."

Sec. 18-~~501. I.P.M.C. Section 304.8, Decorative features.~~

~~*Section 304.8. Decorative features,* is hereby amended to read as follows:~~

~~"*304.8. Decorative features.* For non-residential properties and for any portion of a residential structure that is within 10 feet of a public sidewalk or roadway, all cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition."~~

~~Sec. 18-502. I.P.M.C. Section 304.9, Overhang extensions.~~

~~*Section 304.9. Overhang extensions,* is hereby amended to read as follows:~~

~~"*304.9. Overhang extensions.* For non-residential properties and for any portion of a residential structure that is within 10 feet of a public sidewalk or roadway, all overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment."~~

~~Sec. 18-503. I.P.M.C. Section 304.10, Stairways, decks, porches and balconies.~~

~~*Section 304.10. Stairways, decks, porches and balconies,* is hereby amended to read as follows:~~

~~"*304.10. Stairways, decks, porches and balconies.* Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, with proper anchorage and capable of supporting the imposed loads."~~

~~Sec. 18-504. I.P.M.C. Section 304.11, Chimneys and towers.~~

~~*Section 304.11. Chimneys and towers,* is hereby amended to read as follows:~~

~~"*304.11. Chimneys and towers.* All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust."~~

~~Sec. 18-505. I.P.M.C. Section 304.13, Window, skylight and door frames.~~

~~*Section 304.13. Window, skylight and door frames,* is hereby amended to read as follows:~~

~~"*304.13. Window, skylight and door frames.* Every window, skylight and door frame shall be kept in structurally sound condition and weather tight."~~

~~Sec. 18-506. I.P.M.C.~~**478. – IPMC – Section 304.14, Insect screens.**

Section 304.14. Insect screens, is hereby amended to read as follows:
"

"*304.14 Insect screens.* In non-residential environments every door, window and other outside opening required for ventilation of food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed~~."~~."

Sec. 18-~~507. I.P.M.C.~~479. - IPMC – Section ~~304.15, Doors~~306.1, General.

Section ~~304.15. Doors,~~ ~~is hereby amended to read as follows:~~

~~"*304.15. Doors.* All exterior doors, door assemblies and hardware shall be maintained in operable condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3."~~

~~Sec. 18-508. I.P.M.C. Section 304.18.1, Doors.~~

~~*Section 304.18.1 Doors,* is hereby amended in its entirety to read as follows:~~

~~"*304.18.1. Doors.* Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a lock. Such locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable lock."~~

~~Sec. 18-509. I.P.M.C. Section 305.1, General.~~

~~*Section 305*~~*306.1. General,* is hereby amended in its entirety to read as follows~~.~~:
~~"*305*~~

"306.1. General. ~~The interior of a structure and equipment therein shall be maintained structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in sanitary condition, the shared or public areas of the structure and exterior property."~~

~~Sec. 18-510. I.P.M.C. Section 305.3, Interior surfaces.~~

~~*Section 305.3. Interior surfaces,* is hereby amended to read as follows:~~

~~"*Section 305.3. Interior surfaces.* All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered, if paint is demonstrated to be lead based paint. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected."~~

~~Sec. 18-511. I.P.M.C. Section 305.4, Stairs and walking surfaces.~~

~~*Section 305.4. Stairs and walking surfaces,* is hereby amended to read as follows:~~

~~"*305.4. Stairs and walking surfaces.* Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition."~~

~~Sec. 18-512. I.P.M.C. Section 305.5, Handrails and guards.~~

~~*Section 305.5. Handrails and guards,* is hereby amended to read as follows:~~

~~"*305.5. Handrails and guards.* Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in sound condition."~~

~~Sec. 18-513. I.P.M.C. Section 306.1, General.~~

~~*Section 306.1. General,* is hereby amended to reads as follows:~~

~~"*306.1. General.*~~ The components of a structure and equipment therein shall be maintained structurally sound and in a sanitary condition~~."~~.

~~"~~*306.1.1. Unsafe conditions.* Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired replaced or demolished to comply with the International Building Code as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:

1.1. Collapse of footing or foundation system;

1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;

1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil or from the effects of groundwater.

2. Concrete that is deteriorated, deformed, fractured or otherwise defective in any structural element making such element unsafe.

Exception:

1. ~~1.~~ When substantiated otherwise by an approved method~~."~~."

Sec. 18-~~514. I.P.M.C.~~480. - IPMC – Section 308.~~3,~~2 Disposal of ~~garbage~~rubbish.

Section 308.~~3~~2. Disposal of ~~garbage~~rubbish, is hereby amended by adding a second paragraph to read as follows:

~~"*308.3. Disposal of garbage.* Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facilities or garbage containers."~~

~~**Sec. 18-515. I.P.M.C. Section 303.3.2, Containers.**~~

~~*Section 303.3.2. Containers,* is hereby amended to read as follows:~~
~~"*303.3.2. Containers.*~~

"The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, leakproof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal~~."~~."

Sec. 18-~~516. I.P.M.C.~~481. – IPMC – Section 308.4, Removal of rubbish or garbage.

Section 308.4. Removal of rubbish or garbage, is hereby added to read as follows:
"

"*308.4. Removal of rubbish or garbage*. The owner, lessee, tenant or any other person having the right to possession of all or a portion of any premises shall provide for the removal of all rubbish or garbage from the premises at regular intervals. Removal of rubbish or garbage shall occur no less than once every thirty days, or more often if necessary to prevent a nuisance~~."~~."

Sec. 18-~~517. I.P.M.C.~~482. – IPMC – Section 308.5, Residential areas.

Section 308.5. Residential areas, is hereby added to read as follows:
"

"*308.5. Residential areas.* No rubbish or garbage containers shall be stored in front of a residence, whether single-family or multiple-family, or in front of the residential building line closest to an adjacent street. Such containers shall be placed as close to curbside as possible without obstructing the sidewalk or street in front of a single-family dwelling or

multiple-family dwelling for collection purposes, for a period not to exceed 24 consecutive hours once each week.~~"~~."

Sec. 18-~~518. I.P.M.C.~~483. – IPMC – Section 308.6, Other than residential areas.

Section 308.6. Other than residential areas, is hereby added to read as follows:
"

"*308.6. Other than residential areas.* The owner, lessee, tenant or any other person having the right to possession of all or a portion of any premises used for other than residential purposes shall provide adequate and accessible enclosures for the storage of rubbish and garbage containers. Said enclosures shall either be in an area fully contained within a building or be in an area fully screened from public view by masonry or solid noncombustible fencing at least six feet in height. Uses existing prior to August 12, 1980, shall be exempt from this provision.~~"~~."

Sec. 18-~~519. I.P.M.C.~~484. – IPMC – Section 308.7, Unlawful use of another~~'~~'s rubbish or garbage container.

Section 308.7. Unlawful use of another~~'~~'s rubbish or garbage container, is hereby added to read as follows:
"

"*308.7. Unlawful use of another~~'~~'s rubbish or garbage container*. It shall be unlawful for any person to put, place or dump rubbish or garbage in, on, under or around a rubbish or garbage container belonging to another except where written permission for such use is granted by the owner or lessee of the real property on which the dumpster or other rubbish or garbage container is located.~~"~~."

Sec. 18-~~520. I.P.M.C.~~485. – IPMC – Section 308.8, Abatement and removal.

Section 308.8. Abatement and removal, is hereby added to read as follows:
"

"*308.8. Abatement and removal.* All proceedings to determine, abate, or remove rubbish and/or garbage shall be done in accordance with article III, Abatement procedures for rubbish and garbage, of chapter 90, Solid Waste, of the Arvada City Code.~~"~~."

Sec. 18-~~521. I.P.M.C. Section 309.1, Infestation.~~

~~*Section 309.1. Infestation,* is hereby amended to read as follows:~~

~~"*309.1. Infestation.* All structures shall be kept free from insect and rodent infestation. All structures found to be infested by insects or rodents shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation."~~

~~**Sec. 18-522. I.P.M.C. Section 402.2, Common halls and stairways.**~~

~~*Section 402.2. Common halls and stairways,* is hereby amended to read as follows:~~

"*402.2. Common halls and stairways.* Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be illuminated at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m2) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads."

Sec. 18-523. I.P.M.C. Section 403.2, Bathrooms and toilet rooms.

Section 403.2. Bathrooms and toilet rooms, is hereby amended to read as follows:

"*403.2. Bathrooms and toilet rooms.* Every bathroom and toilet room shall have an openable window or mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated."

Sec. 18-524. I.P.M.C. Section 501.2, Responsibility.

Section 501.2. Responsibility, is hereby amended to read as follows:

"*501.2. Responsibility.* The owner or occupant of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any structure or premises which does not comply with the requirements of this chapter."

Sec. 18-525. I.P.M.C.**486. – IPMC – Section 505.1, General**.

Section 505.1. General, is hereby amended to read as follows:

"*Section*

"*505.1. General.* Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system or well. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code." ."

Sec. 18-526. I.P.M.C. Section 602.2, Residential occupancies.

Section 602.2. Residential occupancies, is hereby amended to read as follows:

"*Section 602.2. Residential occupancies.* Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the International Plumbing Code. Cooking appliances shall not be used to provide space heating to meet the requirements of this section."

Sec. 18-527. I.P.M.C.**487. – IPMC – Section 602.3, Heat supply**.

Section 602.3. Heat Supply, is hereby amended by adding the dates in the blanks of the first paragraph to read as follows:

"602.3. Heat supply. (Insert dates) "
"from September 1st to May 1st." "

Sec. 18-528. I.P.M.C.488. – IPMC – Section 602.4, Occupiable work spaces.

Section 602.4. Occupiable work spaces, is hereby amended by adding the dates in the blanks of the first paragraph to read as follows:
"602.4. Occupiable work spaces. (insert dates) "
"from September 1st to May 1st." "

Sec. 18-529. I.P.M.C.489. – IPMC – Chapter 8, Referenced standards.

Chapter 8. Referenced standards, is hereby amended by deleting the following I.C.C.ICC referenced standards:
1. I.C.C.
    1. ICC EC-06, ICC Electrical Code – Administrative Provisions; and
    2. 2. I.Z.C.IZC EC-06, International Zoning Code.

All other referenced standards shall remain unchanged.

Secs. 18-530 490 – 18-549. Reserved.

ARTICLE XIII. INTERNATIONAL SWIMMING POOL AND SPA CODE

Sec. 18-550. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq.* and the Arvada City Charter, the International Swimming Pool and Spa Code, 2018 24 Edition, published by the International Code Council, 5203 Leesburg Pike, Suite 600, Falls Church, VA 22041, is hereby adopted by reference and incorporated into the Arvada City Code.

The International Swimming Pool and Spa Code shall be known as the "I.S.P.S.C."“ISPSC” and may be referred to as such.

Sec. 18-551. I.S.P.S.C. – ISPSC – Section 101.1, Title.
Sec.
Section 101.1. Title, is hereby amended to read as follows:
"
“101.1. Title. These regulations shall be known as the International Swimming Pool and Spa Code of the City of Arvada hereinafter referred to as "“this code."" .”

Sec. 18-552. I.S.P.S.C. – ISPSC – Section 103.1, Creation of agency.

Section 103.1. Creation of agency, is hereby amended to read as follows:

"103.1. Creation of agency. The Building Safety Division is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code."

Sec. 18-553. – ISPSC – Section 105.~~5~~4.3, Expiration.

Section 105.~~5~~4.3. Expiration, is hereby amended in its entirety to read as follows:
~~"~~

"105.~~5~~4.3. Expiration. Expiration of permits shall be as set forth in Sec. 18-39(f~~)."~~)."

Sec. 18-~~553. I.S.P.S.C.~~554. – ISPSC – Section 105.~~5~~4.4, Extensions.

Section 105.~~5~~4.4. Extensions, is hereby deleted in its entirety.

Sec. 18-~~554. I.S.P.S.C.~~555. – ISPSC – Section ~~105.6~~109, Fees.

Section ~~105.6~~109. Fees, is hereby amended in its entirety to read as follows:
~~"105.6~~

"109. Fees. The fees for all work shall be as set forth in Sec. 18-42~~."~~ ."

Sec~~.~~ 18-~~555. I.S.P.S.C.~~556. – ISPSC – Section ~~107.4, Violation penalties~~112, Means of Appeals.

Section ~~107.4. Violation penalties,~~112. Means of Appeals is hereby amended in its entirety to read as follows:
~~"107~~

"*112 Means of Appeals.* Appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code shall be in accordance with Section 18-36."

Sec. 18-557. – ISPSC – Section 113.4, Violation penalties.

Section 113.4. Violation penalties, is hereby amended in its entirety to read as follows:

"*113.4. Violation penalties.* Any violation of the ~~mechanical~~international swimming pool and spa code shall be punishable by a fine, or imprisonment, or both, not to exceed the limits established in Section 1-5 of the Arvada City Code~~."~~."

Sec. 18-~~556. I.S.P.S.C.~~558. – ISPSC – Section ~~107.5, Stop work orders~~305.8, Means of egress.

Section~~ 107.5. Stop work orders,~~ 305.8. Means of egress, is hereby amended in its entirety to read as follows:

"*305.8. Means of egress.* Public pools provided with barriers shall have means of egress as required by ~~deleting~~Chapter 10 of the ~~last sentence.~~*International Building Code*."

Sec. 18-~~557. I.S.P.S.C.~~559. – ISPSC – Section ~~108, Means of appeal~~410.1, Toilet facilities.

Section ~~108. Means of Appeal~~ 410.1. Toilet facilities, is hereby amended in its entirety to read as follows:

~~"*108.1 Means of Appeal.* Appeals of orders, decisions, or determinations made by~~

"*410.1. Plumbing facilities.* Public swimming pools covered under the ~~building official relative to the application and interpretation~~scope of this ~~code~~chapter, shall be provided with plumbing facilities having the required number of plumbing fixtures in accordance with ~~Section~~section 609 of the International Swimming Pool and Spa Code and the *International Plumbing Code*."

Secs. 18-~~36."~~

Sec.560 – 18-558 – 18-569. Reserved.

ARTICLE XIIV. NATIONAL ELECTRICAL CODE

Sec. 18-570. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq.* and the Arvada City Charter, the most current edition of the National Electrical Code, 2023 Edition, including Annexes A through K, (NEC), as it becomes published by the National Fire Protection Association and as may be updated from time to time, is hereby adopted by reference and incorporated into the Arvada City Code. The 2023 National Electrical Code shall be known as the "N.E.C." or the "as the electrical code," and may be cited and referred to as such. Any reference in any of the technical codes to the International Code Council Electrical Code shall be to the most nearly equivalent of the 2023 National Electrical Code, or any successor electrical code adopted by Arvada. of the City of Arvada."

CITY OF ARVADA

REPORT TO CITY COUNCIL ORDINANCE FIRST READING	AGENDA ITEM 8.C.2.

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: CB26-006, An Ordinance Repealing and Reenacting Chapter 42, Fire Prevention and Protection of The Arvada City Code, Through Adoption by Reference of the 2024 International Fire Code Published by the International Code Council, and Establishing Penalties for Violation Thereof (Public Hearing to be set for March 24, 2026 at 6:15 p.m.)

Report in Brief

PRESENTER: Kyley Flynn, CBO

City Council will consider the adoption of the 2024 IFC- International Fire Code. The city of Arvada adopts a fire code and the three fire districts in Arvada will enforce and utilize this code.

The Arvada team recommends that the City Council approve CB26-006, An Ordinance Repealing and Reenacting Chapter 42, Fire Prevention and Protection of The Arvada City Code, Through Adoption by Reference of the 2024 International Fire Code Published by the International Code Council, and Establishing Penalties for Violation Thereof.

Financial Impact

There is no financial impact to the City as it relates to the adoption of building code.

Background

The best practice for updates to Building Codes is every three years. This is a process that occurs across the state, nation and internationally. The last update to the codes happened in September 2020 for Arvada, and the 2018 suite of International Codes was adopted. When the 2021 I-codes and energy code updates were created, there were delays at the federal and national level with updates. Additionally, because the changes to other codes were minimal, the Building Official at the time elected to skip the 2021 code cycle and to wait for some of these delays and conflicts to be resolved in the following cycle. The 2024 codes represent the most current nationally recognized standards, newest innovations in building technology and are intended to enhance life safety, structural integrity, sustainability and fire protection which provide resiliency, among other benefits, for our community. Adoption of the updated codes ensures consistency with best practices, aligns the city with regional jurisdictions and supports safe, sustainable development.

Discussion

- The proposed Ordinance repeals and reenacts Chapter 42- Fire Prevention and Protection. These revisions modernize technical standards, incorporate current best practices and includes locally adopted amendments tailored to the City of Arvada's needs. Compared to the existing codes, the updated codes provided clearer requirements, improved safety provisions and increased consistency with regional jurisdictions.
- Approval of the proposed ordinance will enhance life safety, structural integrity, fire protection and overall building resiliency within the City of Arvada. Adoption ensures the City remains aligned with nationally recognized standards and supports clear and reasonable minimum requirements for construction and operations within the city of Arvada.

Additionally, per state of Colorado law we have to adopt specific energy codes and a wildfire code and these proposals ensure we are in compliance with the State of Colorado.

- We are limited in what we can and cannot modify for this code adoption due to state of Colorado Law and specific house and senate bills. If we choose not to adopt the minimum required energy codes and wildfire code then we will be in violation of these state laws per HB22-1362 and SB23-166.. Additionally, not adopting updated modern building codes would result in the city relying on outdated standards that do not reflect current construction methods, materials or safety advancements and may create inconsistencies with neighboring jurisdictions.
- There is no direct fiscal impact associated with adoption of the proposed ordinance. The recommended action and alternatives are cost and revenue neutral to the City's budget.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

At the time of this adoption, no quorum for the Building Code Advisory Board could be established due to vacancies and no response from a member. The Building Official and Fire Marshal met directly with the three remaining members and discussed the changes and recommendations from each member. Over all, staff received recommendations for a few changes which we have addressed and recommendations to move forward with adoption.

Strategic Alignment

Building Code adoption is in alignment with Strategic Result, Quality of Life: Foster an accessible and inclusive community that preserves and improves quality of life and ensures a safe and thriving place for all community members.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada Team recommends the City Council approve CB26-006, An Ordinance Repealing and Reenacting Chapter 42, Fire Prevention and Protection of The Arvada City Code, Through Adoption by Reference of the 2024 International Fire Code Published by the International Code Council, and Establishing Penalties for Violation Thereof.

Suggested Motion:

I move that CB26-006, An Ordinance Repealing and Reenacting Chapter 42, Fire Prevention and Protection of The Arvada City Code, Through Adoption by Reference of the 2024 International Fire Code Published by the International Code Council, and Establishing Penalties for Violation Thereof, be (approved on first reading, ordered published in full, and a public hearing set for March 24, 2026, at 6:15 p.m.) (rejected).

Prepared by:
Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Kyley Flynn, Chief Building Official	02/06/2026
Jessica Garner, Director of Community and Economic Development	02/06/2026
Gail Walker, Legal Specialist-Contracts	02/12/2026
Kelsy Sargent, Assistant City Attorney	02/13/2026
Rachel Morris, City Attorney	02/17/2026
Allison Scheck, Deputy City Manager	02/17/2026
Don Wick, City Manager	02/17/2026

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 26-006
ORDINANCE NO.

AN ORDINANCE REPEALING AND REENACTING CHAPTER 42, FIRE PREVENTION AND PROTECTION OF THE ARVADA CITY CODE, THROUGH ADOPTION BY REFERENCE OF THE 2024 INTERNATIONAL FIRE CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, AND ESTABLISHING PENALTIES FOR VIOLATION THEREOF

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

Section 1. Articles I, II, and III of Chapter 42 of the Arvada City Code are hereby repealed.

Section 2. Article I of Chapter 42, International Fire Code, is hereby enacted to read as follows:

"ARTICLE I. IN GENERAL

Sec. 42-1 - 42-30. – Reserved."

Section 3. Article II of Chapter 42, International Fire Code, of the Arvada City Code, is hereby enacted by adopting by reference the 2024 *International Fire Code*, subject to the additions, amendments, and deletions set forth as follow:

"ARTICLE II. INTERNATIONAL FIRE CODE

Sec. 42-31. – Adopted.

Pursuant to Title 31, Article 16, C.R.S. and the Arvada City Charter, the *2024 International Fire Code*, including Appendices B, D, E, F, G H, I, K, and O published by the International Code Council is hereby adopted by reference thereto and incorporated into the Arvada City Code.

Sec. 42-32. IFC – Section 101.1 Title.

Section 101.1 Title, is hereby amended to read as follows:

> "*101.1 Title.* These regulations shall be known as the Fire Code of the City of Arvada, hereinafter referred to as "this code," or "IFC."

Sec. 42-33. IFC- Section 102.7 Referenced codes and standards.

Section 102.7 Referenced codes and standards, is hereby amended by the inclusion of a second paragraph to read as follows:

"In every case where this code references a standard published by the National Fire Protection Association (NFPA), the most current edition of the referenced standard is hereby adopted. The most current edition of the referenced NFPA standard shall become effective on January 1st following publication and release of the standard."

Sec. 42-34. IFC – Section 103.1 Creation of agency.

Section 103.1. Creation of agency, is hereby amended in its entirety to read as follows:

"103.1. Creation of agency. The Arvada Fire Protection District, Adams County Fire Protection District, and the Coal Creek Fire Protection District, is hereby created and the official in charge thereof shall be known as the *fire code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code."

Sec. 42-35. IFC – Section 104.8.1 Legal defense.

Section 103.4.1. Legal defense, is hereby amended to read as follows:

"103.4.1. Legal defense. Any suit or criminal complaint instituted against any officer or employee of any fire protection district or any officer or employee of the City of Arvada because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the fire protection district or City by which he or she is employed until the final termination of the proceedings. The fire code official, city officer, employee or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer or employee of any fire protection district or any officer or employee of the City of Arvada, acting in good faith, and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith."

Sec. 42-36. IFC – Section 105.5 Required operational permits.

Section 105.5. Required operational permits, subsections are hereby deleted in its entirety except for the following:

- 105.5.5 Carnivals and fairs
- 105.5.16 Explosives
- 105.5.29 Lithium batteries
- 105.5.34 Mobile food preparation vehicles
- 105.5.36 Open burning
- 105.5.38 Open flames and torches

- 105.5.40 Outdoor assembly event
- 105.5.44 Pyrotechnic special effects material
- 105.5.51 Temporary membrane structures and tents
- 105.5.56 Temporary heating or cooking in wildfire risk areas
- 105.5.57 Temporary heating for construction sites
- 105.5.58 Sky lanterns. An operational permit is required to use sky lanterns in accordance with **Section 308.1.7.**
- 105.5.59 Temporary sheltering in occupancies other than R occupancies. An operational permit is required to operate sheltering in occupancies other than R occupancies on a short-term basis.
- 105.5.60 Valet trash and recycling collection in Group R-2 occupancies. An operational permit is required for the operation and maintenance of valet trash and recycling collection services in R-2 occupancies. This service shall be conducted and operated in accordance with Appendix O.

Sec. 42-37. IFC – Section 105.6 Required construction permits.

Section 105.6 Required construction permits, the following subsection is hereby added as follows:

> *"105.6.26 Temporary fire apparatus access roads.* A construction permit is required for the installation of a temporary fire apparatus access road when used in lieu of an approved surface per Section 503.2.3 and Chapter 33."

Sec. 42-38. IFC – Section 110.3 Recordkeeping.

Section 110.3 Record keeping, is hereby amended to read as follows:

> *"110.3 Recordkeeping.* A record of periodic inspections, tests, servicing and other operations and maintenance shall be maintained on the premises or other *approved* location for not less than 3 years, or a different period of time where specified in this code or referenced standards. Records shall be made available for inspection by the *fire code official,* and a copy of the records shall be provided to the *fire code official* on request.
>
> The *fire code official* is authorized to prescribe the form and format of such recordkeeping. The *fire code official* is authorized to require that certain required records be filed with the *fire code official*, through a third-party reporting company chosen by the fire district."

Sec. 42-39. IFC – Section 112.1 General.

Section 112.1. General, is hereby amended to read as follows:

> *"112.1. General*. In order to hear and decide appeals of orders, decisions, or determinations made by the *fire code official* relative to the application and interpretation of this code, there is hereby created a board of appeals. The board of appeals shall be known as the *Building Code Advisory Board (BCAB)*. The BCAB shall be appointed by the governing body and shall hold office at its pleasure. The *fire code official* of the responsible fire district shall be an ex-officio member of said board but shall not vote on any matter before the board. Rules of procedure for conducting the Board's business shall be as set forth in section 18-36 of the administrative code, as amended, in Article II Chapter 18 of the Arvada City Code."

Sec. 42-40. IFC – Section 112.3 Qualifications.

Section 112.3. Qualifications, is hereby amended in its entirety to read as follows:

> "*112.3. Qualifications.* Qualifications of the members of the BCAB shall be as set forth in Section 18-36 of the administrative code, as amended, in Article II Chapter 18 of the Arvada City Code."

Sec. 42-41. IFC – Section 113.4 Violation penalties.

Section 113.4. Violation penalties, is hereby amended in its entirety to read as follows:

"113.4. Violation penalties. Persons, firms or corporations who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under the provisions of this code, shall be guilty of a fire code violation, punishable by a fine, or by imprisonment or both, not to exceed the limits established in Section 1-5 of the Arvada City Code. The denial, suspension, revocation or restriction of any permit or other privilege conferred by this code shall not be regarded as a penalty for the purposes of this chapter. Each day that a violation continues after due notice has been served, shall be deemed a separate offense."

Sec. 42-42 – Sec 42-50. Reserved.

Section 42-51 – IFC Section 202 General Definitions.

Section 202 General definitions, is amended by addition and modification of the following definitions:

> **"***Electric Locks – Master Switch***.** A two-position, toggle electrical switch labeled "ELECTRIC LOCKS" with its positions labeled "LOCKED" and "UNLOCKED" configured to immediately and simultaneously unlock all connected door locks.

Powered Micromobility Devices. Motorized bicycles, motorized scooters and other personal mobility devices powered by a lithium-ion or lithium metal battery. This term includes the batteries associated with these devices, whether connected to the device or not. The term does not include motor vehicles that are required to be registered with the Department of Motor Vehicles for the state or jurisdiction

*Rural***.** A geographic area that is located outside incorporated towns and cities that lack substantial development and/or cannot connect to existing infrastructure."

Sec. 42-52 – IFC Section 203.2.4 Accessory to places of religious worship.

Section 203.2.4 Accessory to places of religious worship, shall be amended in its entirety to read as follows:

"*203.2.4* Accessory to places of religious worship.

1**.** Accessory religious educational rooms and religious auditoriums with occupant loads of less than 100 per room or space are not considered separate occupancies.

2. Rooms and spaces within places of religious worship providing overnight homeless sheltering for fewer than 50 occupants, for less than 16 continuous hours, shall be classified as part of the primary occupancy notwithstanding any other provisions of this code which would disallow overnight occupancy in such rooms or spaces, and provided the aggregate area used for sleeping is less than 10,000 square feet and has all the following:

a) exiting and emergency lighting
b) operational smoke alarms and carbon monoxide alarms in all sleeping areas
c) a minimum of one awake attendant
d) an emergency plan

An operational permit and an *approved* emergency plan for such use may be required on an annual basis through the governing Fire Code Official subject to review of compliance with these provisions."

Sec. 42-53 – IFC Section 203.7.1 Institutional Group I-1.

Section 203.7.1 Institutional Group I-1, shall be amended in its entirety to read as follows:

"203.7.1 Institutional Group I-1. Institutional Group I-1 occupancy shall include buildings, structures or portions thereof for more than 16 persons, excluding staff, who reside on a 24-hour basis in a supervised environment and receive *custodial care.* Buildings of Group I-1 shall be classified as Condition 2 as specified in **Section 203.7.1.2** unless approved by the building and *fire code official* as Condition 1 as specified in **Section 203.7.1.1** and shall comply with Section 420 of

the *International Building Code*. This group shall include, but not be limited to, the following:

Alcohol and drug centers
Assisted living facilities
Congregate care facilities
Group homes
Halfway houses
Residential board and care facilities
Social rehabilitation facilities"

Sec. 42-54 – IFC *Section 203.9.4 Residential Group R-4.*

Section 203.9.4 Residential Group R-4, shall be amended to read as follows:

"203.9.4 Residential Group R-4. Residential Group R-4 occupancy shall include buildings, structures or portions thereof for more than 16 persons, excluding staff, who reside on a 24-hour basis in a supervised environment and receive *custodial care.* Buildings of Group R-4 shall be classified as Condition 2 as specified in **Section 203.9.4.2** unless approved by the building and *fire code official* as Condition 1 as specified in **Section 203.9.4.1** except as otherwise provided for in the *International Building Code*. This group shall include, but not be limited to, the following:

Alcohol and drug centers
Assisted living facilities
Congregate care facilities
Group homes
Halfway houses
Residential board and care facilities
Social rehabilitation facilities"

Sec. 42-55. IFC – Section 301.2 Permits.

Section 301.2 Permits, is hereby amended in its entirety to read as follows:

"301.2 Permits. Permits shall be required as set forth in Section 105.5 for the activities or uses regulated by **Sections 304, 306, 307, 308, 315, 320** and **321.**"

Sec. 42.56. IFC – Section 304.1.1. Valet Trash.

Section 304.1.1 Valet trash, is hereby amended in its entirety to read as follows:

"304.1.1 Valet trash. Valet trash collection shall be permitted only where *approved*. The *owner,* and *valet trash collection* service provider shall comply with

the rules and limitations established by the jurisdiction as adopted and amended in Appendix O."

Sec. 42.57. IFC – Section 304.1.1.1 Permit Required.

Section 304.1.1.1 Permit required, is hereby added to read as follows:

> *"304.1.1.1 Permit Required.* An operational permit shall be obtained from the *fire code official* in accordance with **Section 105.5.60** prior to contracting and using valet trash services. Application for such approval shall only be presented by and permits issued to the owner of the property in which the services are to be used."

Sec. 42-58. IFC – Section 307.1.1. Prohibited open burning.

Section 307.1.1 Prohibited open burning. Is hereby amended in its entirety to read as follows:

> *"Section 307.1.1 Prohibited open burning. Open burning* shall be prohibited when in a Stage One Fire Restriction or Stage Two Fire Ban as outlined in ARTICLE III. FIRE RESTRICTIONS OR BANS, atmospheric conditions or local circumstances make such fires hazardous as identified within the open burning operational permit requirements established by the *fire code official*."

Sec. 42-59. IFC – Section 307.1.1.1 Prohibited open burning in wildland urban interface.

Section 307.1.1.1 Prohibited open burning in wildland urban interface, is hereby added to read as follows:

> *"Section 307.1.1.1 Prohibited open burning in wildland urban interface. Open burning* shall be prohibited in areas defined as the Wildland Urban Interface per the Community Wildfire Protection Plan.
>
> > **Exception**: *Portable outdoor fireplaces*, *recreational fires,* and prescribed burning for the purposes of reducing the impact of wildland fire when authorized by the *fire code official."*

Sec. 42-60. IFC – Section 307.5 Attendance.

Section 307.5 Attendance, is hereby amended in its entirety to read as follows:

> *"Section 307.5 Attendance. Open burning*, bonfires, *recreational fires* and use of portable outdoor fireplaces shall be constantly attended until the fire is extinguished. For *recreational* fires and portable outdoor fireplaces, not fewer than one portable fire extinguisher complying with **Section 906** with a minimum 4-A

rating, a garden hose, or other *approved* on-site extinguishment method shall be available for immediate utilization. For *open burning* and bonfires, the extinguishment method shall be approved through the open burning operational permit requirements established by the *fire code official*."

Sec. 42-61. IFC – Section 307.6 Prohibited materials.

Section 307.6 Prohibited materials, is hereby added to read as follows:

> *"Section 307.6 Prohibited materials*. Only approved materials shall be allowed to be burned as approved by this code. Materials such as trash, paper, rubbish, wastepaper, construction materials, treated lumber, weeds, tree stumps, tree limbs and branches larger than 6-inch diameter, brush, plants, or other combustible or flammable materials are not allowed to be burned at any time."

Sec. 42-62. IFC – Section 308.1.7 Sky lanterns.

Section 308.1.7 Sky lanterns, is hereby amended in its entirety to read as follows:

> *"Section 308.1.7 Sky lanterns.* The use of sky lanterns shall meet all the following requirements:
>
> *1.* Shall be prohibited in areas defined as the Wildland Urban Interface per the Community Wildfire Protection Plan and the Colorado Division of Fire Prevention and Control
> *2.* A person shall not release or cause to be released an untethered sky lantern.
> *3.* Sky lantern tethers shall not be longer than the shortest distance from the anchor point to the nearest combustible material.
> *4.* Sky lanterns shall be released in an area that is non-combustible.
> *5.* Sky lanterns shall not be released within 50 feet of any structure.
> *6.* Sky lanterns shall not be released on Red Flag days, or when ground wind speeds exceed 15 miles per hour.
> *7.* Sky lanterns shall not be released during a Stage 1 Fire Restriction or Stage 2 Fire Ban in accordance with ARTICLE III. FIRE RESTRICTIONS OR BANS.
> *8.* Sky lanterns shall be constantly attended by an adult until the open flames are fully extinguished.
> *9.* An approved means of extinguishment shall be available, but no less than one 4-A fire extinguisher or a 5-gallon bucket of water.
> *10.* The fire district dispatch center shall be contacted prior and at the end of the release of sky lanterns."

Sec. 42-63. IFC – Section 308.2 Permits required.

Section 308.2 Permits required, is hereby amended in its entirety to read as follows:

"Section 308.2 Permits Required. Permits shall be obtained from the *fire code official* in accordance with **Section 105.5** prior to engaging in the following activities involving open flame, fire and burning:

1. Use of open flame, fire or burning in connection with Group A or E occupancies.
2. Use of torches and other devices, machines or processes liable to start or cause fire in or on wildfire risk areas.
3. Sky lanterns."

Sec. 42-64. IFC – Section 503.1 Where required.

Section 503.1. Where required, is hereby amended in its entirety to read as follows:

"*503.1. Where required.* Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3 and Appendix D."

Sec. 42-65. IFC – Section 503.1.1 Buildings and facilities.

Section 503.1.1 Buildings and facilities, is hereby amended in its entirety to read as follows:

"Section 503.1.1. Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the *exterior walls* of the first story of the building as measured by an *approved* route around the exterior of the building or facility.

Exceptions:

1. The *fire code official* is authorized to increase the dimension of 150 feet (45 720 mm) where any of the following conditions occur:
    - 1.1 The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3, and shall not exceed 300 feet.
    - 1.2 Unchanged
    - 1.3 There are not more than two Group U occupancies."

Sec. 42-66. IFC – Section 503.1.4 Private driveways.

Section 503.1.4 Private driveways, is hereby added to read as follows:

"Section 503.1.4 Private driveways. Private residential driveways shall not be considered as fire apparatus access roads.

Exceptions:

1. Where *approved* by the *fire code official*, private residential driveways may be used as fire apparatus access roads."

Sec. 42-67. IFC – Section 503.2. Specifications.

Section 503.2. Specifications, is hereby amended in its entirety to read as follows:

> *"503.2 Specifications*. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8 and Appendix D."

Sec. 42-68. IFC – Section 503.2.1 Dimensions.

Section 503.2.1. Dimensions, is hereby amended in its entirety to read as follows:

> "*503.2.1 Dimensions.* Fire apparatus access roads shall have an unobstructed width of not less than 24 feet, exclusive of shoulders, except for *approved* security gates in accordance with Section 503.6,and an unobstructed vertical clearance of not less than thirteen (13) feet six (6) inches (4115 mm)."

Sec. 42-69. IFC – Section 503.2.1.1 Driveways and private roads serving one- and two-family dwelling units in rural areas.

Section 503.2.1.1. Driveways and private roads serving one- and two-family dwelling units in rural areas, is hereby added to read as follows:

> "*503.2.1.1 Driveways and private roads serving one- and two-family dwelling units in rural areas*. Driveways and private roads serving one- and two-family dwelling units used for fire apparatus access shall have an unobstructed width. Private roads serving up to 16 dwelling units shall have a total width of 20 feet, including 16-foot paved surface and two-foot shoulders on either side, or a total width of 14 feet, including a 10-foot paved surface, two-foot shoulders on either side, and pullouts 50 feet long and eight feet wide, at 150-foot intervals."

Sec. 42-70. IFC – Section 503.2.1.2 Dead end driveways and private roads serving one-and two-family dwelling units in rural areas.

Section 503.2.1.2. Dead end driveways and private roads serving one-and two-family dwelling units in rural areas, is hereby added to read as follows:

> *"503.2.1.2 Dead end driveways and private roads serving one-and two-family dwelling units in rural areas.* Dead end driveways and private roads shall comply with the following:

1. Roads greater than 150 feet in length and less than 750 feet in length shall have an approved turnaround provided at the dead end.

2. Roads exceeding 750 feet in length shall have an approved turnaround at the dead end and mid-way point."

Sec. 42-71. IFC – Section 503.2.3 Surface.
Section 503.2.3 Surface, is hereby amended in its entirety to read as follows:

"503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be paved with asphalt or concrete.
Exception: Alternate surfaces shall be *approved* by the *fire code official*."

Sec. 42-72. IFC – Section 503.2.4 Turning Radius.

Section 503.2.4 Turning Radius, is hereby amended in its entirety to read as follows:

"503.2.4 Turning Radius. The turning radius of a fire apparatus access road shall have an inside radius of 26 feet and an outside radius of 50 feet or as otherwise required by the *fire code official*. Computer modeling may be required to establish that each fire district's apparatus can adequately maneuver the proposed access road(s)."

Sec. 42-73. IFC – Section 503.2.4.1.Turning radius clearance.

Section 503.2.4.1 Turning radius clearance, the following subsection is added to read as follows:

"503.2.4.1 Turning radius clearance. There shall be a minimum of a 2-foot clearance to any vertical curb, building, or obstruction from fire apparatus overhangs."

Sec. 42-74. IFC – Section 503.7 Grade.

Section 503.7 Grade, is hereby amended in its entirety to read as follows:

"503.7 Grade. The maximum grade shall not exceed 8%.
Exception: In rural areas the maximum grade shall not exceed 10%."

Sec. 42-75. IFC – Section 507.2.3 Rural water supplies.

Section 507.2.3 Rural water supplies, is hereby added to read as follows*:*

"507.2.3 Rural water supplies. Areas identified as rural where adequate and reliable water mains do not exist or cannot be installed within 1,000 feet of

individual properties, shall have alternative water supplies in accordance with Section 507.6 that provide the required fire flow in accordance with Appendix B105.1.2.

Exception: Buildings containing only private garages, carports, sheds, and agricultural buildings with a floor area of not more than 600 square feet."

Sec. 42-76. IFC – Section 507.5.1 Where required.

Section 507.5.1 Where required, Number 1 under Exceptions is hereby amended to read as follows:

"1. For sprinklered Group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183 m)."

Sec. 42-77. IFC – Section 507.5.1.1 Hydrant for standpipe systems.

Section 507.5.1.1 Hydrant for standpipe systems, is hereby amended in its entirety to read as follows:

"507.5.1.1 Hydrant for automatic sprinkler systems and standpipe systems. Buildings equipped with an automatic sprinkler system in accordance with Section 903.3.1.1 or Section 903.3.1.2 and/or standpipe system installed in accordance with Section 905 shall have a fire hydrant within 100 feet (30 480 mm) of the fire department connections along a fire apparatus access road.

Exception: The distance shall be permitted to exceed 100 feet where approved by the *fire code official* to a maximum of 150 feet.*"*

Sec. 42-78. IFC – Section 507.5.1.2 Dead-end fire hydrants.

Section 507.5.1.2 Dead-end fire hydrants, is hereby added to read as follows:

"507.5.1.2 Dead-end fire hydrants: Fire hydrants on a dead-end water line shall not exceed the limits established by the water purveyor nor shall it be allowed to have more than one fire hydrant on a dead-end water line."

Sec. 42-79. IFC – Section 507.6 Rural water supplies.

Section 507.6 Rural water supplies, is hereby added to read as follows:

"507.6 Rural water supplies. This section shall apply to all new developments of one- and two-family dwellings and legally existing properties that are not within the Arvada Fire Protection District at the time of adoption of this code. The water supply facility shall be funded and installed by the developer/owner prior to construction of any structure within the development. Rural water supplies shall meet the requirements as

determined by the Arvada Fire Protection District in the Rural Water Supply Design, Construction, Testing, and Maintenance specifications."

Sec. 42-80. IFC – Section 510.1 Emergency responder communications enhancement systems in new buildings.
Section 510.1 Emergency responder communications enhancement systems in new buildings, is hereby amended to delete Exception number 4 in its entirety.

Sec. 42-81. IFC – Section 510.4.1.1 Minimum signal strength into the building.

Section 510.4.1.1 Minimum signal strength into the building, is amended in its entirety to read as follows:

> *"510.4.1.1 Minimum signal strength into the building.* A minimum signal strength of -95 dBm shall be receivable within the building."

Sec. 42-82. IFC – Section 510.4.1.2 Minimum signal strength out of the building.

Section 510.4.1.2 Minimum signal strength out of the building, is amended in its entirety to read as follows:

> *"510.4.1.2 Minimum signal strength out of the building.* A minimum signal strength of -95 dBm shall be received by the agency's radio system when transmitted from within the building."

Sec. 42-83. IFC – Section 605.1.7 Outdoor decorative gas appliance emergency shut down.

Section 605.1.7 Outdoor decorative gas appliance emergency shut down, is hereby added to read as follows:

> *"605.1.7 Outdoor decorative gas appliance emergency shut down.* If a fire pit is powered by a fuel gas, there shall be an emergency stop button installed in an approved location on the exterior to disconnect the fuel gas in the event of an emergency. This emergency shut off shall be labeled using a weatherproof sign with letters on contrasting background."

Sec. 42-84. IFC – Section 605.1.8 Outdoor decorative gas appliance timer.

Section 605.1.8 Outdoor decorative gas appliance timer, is hereby added to read as follows:

> *"605.1.8 Outdoor decorative gas appliance timer.* If a fire pit is powered by a fuel gas, there shall be a timer installed in the piping system to limit the run time of the fuel gas to no more than 60 minutes without needing a reset."

Sec. 42-85. IFC – Section 901.4.7. Pump and riser room size.

Section 901.4.7. Pump and riser room size, is hereby amended in its entirety to read as follows:

> *"Sec. 901.4.7. Pump and riser room size.* Where provided, fire pump rooms and *automatic sprinkler system* riser rooms shall be designed with adequate space for all equipment necessary for the installation, as defined by the manufacturer, with sufficient working space around the stationary equipment. Clearances around equipment to elements of permanent construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required fire-resistance-rated assembly. Fire pump and *automatic sprinkler system* riser rooms shall be provided with doors and unobstructed passageways large enough to allow removal of the largest piece of equipment. The room shall provide a minimum of 36 square feet working space around a fire pump or *automatic sprinkler system* riser."

Sec. 42-86. IFC – Section 901.4.7.1. Access.

Section 901.4.7.1. Access, is hereby amended in its entirery to read as follows:

> *"901.4.7.1 Access.* When automatic fire sprinkler system risers, fire pumps and controllers shall be provided with ready access. Where located in a fire pump room or automatic sprinkler system riser room, the door shall be permitted to be locked provided that the key is available at all times. When automatic fire sprinkler systems are provided within a building and the system serves multiple tenant spaces, the main fire sprinkler control valves shall be placed within an approved room that has access provided directly from the building exterior."

Sec. 42-87. IFC – Section 901.6 Inspection, testing and maintenance.

Section 901.6 Inspection, testing and maintenance, is hereby amended in its entirety to read as follows:

> *"901.6 Inspection, testing and maintenance*. Fire detection and alarm systems, emergency alarm systems, gas detection systems, fire-extinguishing systems, mechanical smoke exhaust systems and smoke and heat vents shall be maintained in an operative condition at all times and shall be replaced or repaired where defective. Nonrequired *fire protection systems* and equipment shall be inspected, tested and maintained or removed. The removal of any non-required *fire protection system* or equipment shall be *approved* by the fire district."

Sec. 42-88. IFC – Section 903.1.2 Fire department access.

Section 903.1.2. Fire department access, is hereby added to read as follows:

> *"903.1.2 Fire department access*. Any change of occupancy of an existing building that does not have approved fire department access as required in Chapter 5 may be required by the *fire code official* to have an automatic fire sprinkler system installed regardless of the building size."

Sec. 42-89. IFC – Section 903.1.3 Multi-tenant buildings.

Section 903.1.3. Multi-tenant buildings, is hereby added to read as follows:

> *"903.1.3 Multi-tenant buildings.* In buildings that have warehouse space(s) that have the ability to allow high-piled combustible storage per Chapter 32 shall have a fire line installed with a main that runs the length of the building for future addition of fire sprinkler systems."

Sec. 42-90. IFC – Section 903.4.3 Alarms.

Section 903.4.3. Alarms, is hereby amended in its entirety to read as follows:

> "*903.4.3. Alarms.* An approved audible/visual alarm device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler waterflow alarm devices shall be activated by waterflow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system and cause notification as set forth in **Section 907.5**. When buildings have multiple tenant spaces notification devices shall be installed in accordance with **Section 907.5** in each tenant space."

Sec. 42-91. IFC – Section 903.4.3.1 Audible and visual signals.

Section 903.4.3.1 Audible and visual signals, is hereby added to read as follows:

> *"903.4.3.1 Audible and visual signals*. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system and cause notification as set forth in **Section 907.5**. When buildings have multiple tenant spaces notification devices shall be installed in accordance with **Section 907.5** in each tenant space. Audible and visual fire alarm notification devices shall be connected to every automatic sprinkler system. Such audible and visual devices shall be activated throughout the building upon water flow. When buildings have multiple tenant spaces, notification devices shall be installed in accordance with **Section 907.5** in each tenant space."

Sec. 42-92. IFC – Section 904.15 Domestic cooking systems.

Section 904.15. Domestic cooking systems, is hereby amended by adding Number Four to the end of the section as follows:

> "4. In Group R-4 occupancies where domestic cooking facilities are installed in accordance with Section 420.9 of the *International Building Code*."

Sec. 42-93. IFC – Section 907.5.2.6 Inelligibility.

Section 907.5.2.2.6. Intelligibility, is hereby added to read as follows:

> *"907.5.2.2.6. Intelligibility.* The intelligibility of a voice/alarm communication system shall be tested in an objective manner in accordance with NFPA 72."

Sec. 42-94. IFC – Section 912.4.1 Locking fire department connection caps.

Section 912.4.1. Locking fire department connection caps, is hereby amended in its entirety to read as follows:

> "*912.4.1. Locking fire department connection caps.* Approved locking fire department connection caps shall be installed on all new water-based fire protection systems. Locking fire department connection caps shall be installed when fire department connection caps are found missing on existing water-based fire protection systems and the fire department connection is subjected to internal obstructions."

Sec. 42-95. IFC – Section 1010.2.6. Stairway doors.

Section 1010.2.6 Stairway doors, is amended by replacing Exception Number 3 to read as follows:

> "3. Stairway exit doors are permitted to be locked from the side opposite the egress side, provided that they are openable from the egress side and capable of being unlocked simultaneously without unlatching upon a fire alarm, loss of power, or an electric locks – master switch signal from the fire command center. The lockset shall be wired to all three of these monitor/power/control points. When located in a non-secure area, a two-position, key operated switch may be used when a matching key is located in the building's Key Lock Box."

Sec. 42-96. IFC – Section 1023.9.2 Door operation identification.

Section 1023.9.2. Door operation identification, is hereby added to read as follows:

"1023.9.2 Door operation identification. At locked stairway doors in accordance with Section 403.5.3, identification required by Section 1023.9 shall be in accordance with Section 1023.9.1 and ICC A117.1 and identify the door operation as follows:

1. All doors that are locked for more than 5 consecutive floors shall have a sign that reads: THIS DOOR IS LOCKED. EMERGENCY COMMUNICATION DEVICES ARE LOCATED ON FLOORS ____ AND _____.

2. All doors that are locked for 5 consecutive floors or less shall have a sign that reads: THIS DOOR IS LOCKED. FOR THE NEXT UNLOCKED DOOR GO DOWN TO FLOOR __OR UP TO FLOOR__."

Sec. 42-97. IFC – Section 1023.9.3 Stairway communication system identification.

Section 1023.9.3 Stairway communication system identification, is hereby added to read as follows:

"1023.9.3 Stairway communication system identification. Emergency telephones or two-way communication systems, where required, in exit stairways shall have a sign stating: "Emergency Communications," the building address and the floor and stair location of the telephone or two-way communications system. Signage shall be in accordance with Section 1023.9.1 and ICC A117.1."

Sec. 42-98. IFC – Section 1103.7.6. Group R-2.

Section 1103.7.6. Group R-2, is amended in in its entirety to read as follows:

"1103.7.6 Group R-2. A manual *fire alarm system* that activates the occupant notification system in accordance with Section 907.5 shall be installed in existing Group R-2 occupancies more than three stories in height or with more than 24 *dwelling* or *sleeping units*.

Exceptions:

1. Where each living unit is separated from other contiguous living units by *fire barriers* having a *fire-resistance rating* of not less than 3/4 hour, and where each living unit has either its own independent exit or its own independent *stairway* or *ramp* discharging at grade.
2. A separate *fire alarm system* is not required in buildings that are equipped throughout with an *approved* supervised *automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2 and having a local alarm to notify all occupants.
3. A *fire alarm system* is not required in buildings that do not have interior *corridors* serving *dwelling units* and are protected by an

approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, provided that *dwelling units* either have a *means of egress* door opening directly to an exterior *exit access* that leads directly to the *exits* or are served by open ended *corridors* designed in accordance with Section 1027.6, Exception 3.

4. A *fire alarm system* is not required in buildings that do not exceed three stories in height and comply with all the following:

   4.1. Each *dwelling unit* is separated from the corridor and from other contiguous *dwelling units* by *fire barriers* having a *fire-resistance rating* of not less than ¾ hour.

   4.2. Each *dwelling unit* is provided with smoke alarms complying with the requirements of Section 907.2.11.

   4.3. Doors from each *dwelling* unit to the exit or exit access shall meet the requirements of the *International Building Code* Section 716.2 for fire resistance, closing, and latching."

Sec. 42-99. IFC – Section 3103.8 Structural stability and anchorage required.

Section 3103.8 Structural stability and anchorage required, is amended in its entirety to read as follows:

> *"Section 3103.8 Structural stability and anchorage required.* Tents or membrane structures and their appurtenances shall be designed and installed to withstand the elements of weather and prevent collapsing. Water barrels are strictly prohibited from use for anchorage of tents and membrane structures. Documentation of structural stability shall be furnished to the *fire code official*."

Sec. 42-100. IFC – Section 3103.8.1 Water-filled vessels.

Section 3103.8.1 Water-filled vessels, is deleted in its entirety.

Sec. 42-101. IFC – Section 3307.1 Required Access.

Section 3307.1 Required access, is amended in its entirety to read as follows:

> "*3307.1 Required access. Approved* vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 150 feet (45 720mm) of all portions of the exterior walls of the first story of the building and within 100 feet (30 480) of temporary or permanent fire department connections. Vehicle access shall be provided by permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until final fire apparatus access roads are available.
>
> > **Exception**: Where *approved* and permitted per Section 105.5, temporary vehicle access can be installed during construction of sites not consisting of

one- and two- family dwellings or where practical difficulty exists with providing permanent fire apparatus access during construction. Permanent fire apparatus access shall be provided prior to occupancy."

Sec. 42-102. IFC – Section 3307.1.2 Stairways required.

Section 3307.1.2 Stairways required, is hereby amended in its entirety to read as follows:

> *"3307.1.2 Stairways required.* Where building construction exceeds 20 feet (6 096mm) in height above the lowest level of fire department vehicle access, a temporary or permanent *stairway* shall be provided. As construction progresses, such *stairway* shall be extended to within one floor of the highest point of construction having secured decking or flooring."

Sec. 42-103. IFC – Section 3307.1.4 Temporary fire apparatus access specifications.

Section 3307.1.4. Temporary fire apparatus access specifications, is hereby added to read as follows:

> *"3307.1.4 Temporary fire apparatus access specifications.* Temporary fire apparatus access roads shall be installed and arranged in accordance with Sections 3307.1.4.1 through 3307.1.4.3."

Sec. 42-104. IFC – Section 3307.1.4.1 Dimensions.

Section 3307.1.4.1. Dimensions, is hereby added to read as follows:

> *"3307.1.4.1. Dimensions.* Temporary fire apparatus access roads shall have an unobstructed width of not less than 24 feet (6096 mm) and a vertical clearance of not less than 13 feet 6 inches (4115 mm)."

Sec. 42-105. IFC – Section 3307.1.4.2 Surface.

Section 3307.1.4.2. Surface, is hereby added to read as follows:

> *"3307.1.4.2. Surface.* Temporary fire apparatus access roads shall have an all-weather surface consisting of the first lift of asphalt, concrete, alternative design as approved by a geotechnical engineer. The surface shall be capable of supporting an 90,000-pound imposed load, all weather maintainable and free from obstructions. Documentation from a licensed civil engineer attesting that the surface will support the required imposed load shall be provided."

Sec. 42-106. IFC – Section 3307.1.4.3 Dead ends.

Section 3307.1.4.3. Dead ends, is hereby added to read as follows:

"3307.1.4.4. Dead ends. Dead-end temporary fire apparatus access roads in excess of 150 feet (45,720 mm) in length shall be provided with an approved area for turning around fire apparatus."

Sec. 42-107. – IFC – Section 4104.2 Open-flame cooking devices.

Section 4104.2. Open-flame cooking devices, is hereby amended in its entirety to read as follows:

"4104.2. Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings.
2. Where buildings, balconies or decks are protected by an approved automatic sprinkler system."
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 20 pounds [nominal 1 pound (0.454 kg) LP-gas capacity]."

Sec. 42-108. IFC – Section 5307.1 General.

Section 5307.1 General, is amended in its entirety to read as follows:

"5307.1 General. Compressed gasses in storage or use not regulated by this material-specific provisions of Chapters 6, 54, 55 and 60 through 67, including asphyxiant, irritant and radioactive gasses, shall comply with this section in addition to other requirements of this chapter. The provisions of this chapter shall apply to new or existing systems."

Sec. 42-109. IFC – Section 5307.3 Insulated liquid carbon dioxide systems used in beverage dispensing applications.

Section 5307.3 Insulated liquid carbon dioxide systems used in beverage dispensing applications, is amended in its entirety to read as follows:

"5307.3 Insulated liquid carbon dioxide systems with more than 100 pounds (45.4 kg) of carbon dioxide used in beverage dispensing applications shall comply with Section 5307.3.1."

Sec. 42-110. IFC Chapter 80 Referenced Standards.

Chapter 80 Referenced Standards, is hereby amended by addition of the following referenced standard:

NFPA 1140

Sec. 42-111. IFC Section B105.4 Rural water supplies.

Section B105.4, Rural water supplies, is hereby added under Appendix B to read as follows:

> *"B105.4 Rural water supplies.* The minimum fire-flow and flow duration requirements for one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses in rural areas shall have a water supply system which is capable of providing two hundred fifty (250) gallons per minute (GPM) fire flow, with water storage sufficient to maintain the fire flow for a duration of two (2) hours.
>
> > **Exception**: The total fire flow can be reduced by 50% when the entire development has an automatic fire sprinkler system installed in accordance with Section 903.3.1.3 including automatic fire sprinkler protection within the garage of the structures."

Sec. 42-112. IFC Section D102.1 Access and loading.

Section D102.1. Access and loading, is hereby amended in its entirety to read as follows:

> *"D102.1. Access and loading.* Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete capable of supporting the imposed load of fire apparatus weighing at least 90,000 pounds."

Sec. 42.113. IFC – Section D103.2 Grade.

Section D103.2 Grade, is hereby amended in its entirety to read as follows:

> "*D103.2 Grade*. Fire apparatus access roads shall not exceed 8% in grade."

Sec. 42-114. IFC - Section D103.6 Signs.

Section D103.6. Signs, is hereby amended in its entirety to read as follows:

> "*D103.6. Signs.* Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING-FIRE LANE signs that comply with City of Arvada Engineering Standards. Signs shall be posted on one or both sides of private streets, roads, or drives designated as fire apparatus access as required by Sections D103.6.1 or D103.6.2."

Sec. 42-115. IFC – Section O102.4.1 Quantities in excess of capacity limit.

Section O102.4.1 Quantities in excess of capacity limit, is hereby added to read as follows:

> *"O102.4.1. Quantities in excess of capacity limit.* Trash and recyclables not able to fit within the approved container with a closed lid shall be placed into the site's dumpster or trash collection receptacle and not within the corridor."

Sec. 42-116. IFC – Section O102.6 Container Lids.

Section O102.6 Container lids, is hereby added to read as follows:

> "*O102.6. Container lids.* All valet trash and recycling container lids shall be self-closing."

Sec. 42-117. IFC – Section O104 Additional Requirements.

Section O104. Additional requirements, is hereby amended by adding the following subsections:

> *"O104.4. Automatic sprinkler systems.* An automatic sprinkler system shall be installed in accordance with **Chapter 9**."
>
> "*O104.5. Door closing.* Each dwelling unit shall have an operable self-closing door from the living space to the corridor in accordance with **Section 716.2.6.1**.
>
> "*O104.6. Emergency planning and preparedness.* Each complex shall create an emergency guide describing the location, function, and use of fire protection equipment and appliances available for use by residents, including fire alarm systems, smoke alarms, and portable fire extinguishers. Guides shall include fire evacuation plans in accordance with **Section 404.2.1** and fire safety plans in accordance with **Section 404.2.2** for each dwelling and distributed to each resident.""

Section 4. Article III of Chapter 42, Fire Prevention and Protection is hereby amended to read as follows:

"ARTICLE III. FIRE RESTRICTIONS OR BANS

Sec. 42-118. Legislative declaration, purpose, and scope.

(a) *Legislative declaration.* The City Council finds that establishing laws, regulations, and procedures that safeguard life and property from fire and explosion dangers

arising from hazardous conditions is necessary to protect the health, safety, and welfare of the public. The City Council also finds that County and AFPD officials have the necessary expertise to determine when Stage 1 fire restrictions or a Stage 2 fire ban is necessary to protect the public's health, safety, and welfare.

(b) *Purpose.* The purpose of this ordinance is to provide for the regulation of open fires or burning, or recreational fires, when atmospheric or other local conditions increase the danger of wild or other uncontrolled fires.

(c) *Scope.* This Article does not apply to:

(1) A fire specifically authorized by permit issued by the fire code official having jurisdiction over the fire location including, but not limited to: a fire permitted as part of a professional fireworks display, permitted as part of the use of a pyrotechnics device or of pyrotechnics, or a permitted bonfire; or
(2) An open fire or open burning activity by any federal, state, or local fire protection employee as part of an authorized training exercise or otherwise in the performance of an official fire suppression function.

Sec. 42-119. Definitions.

Except as set forth herein, or except where the context clearly indicates otherwise, words, terms, and phrases used in this article shall have the meanings ascribed to them in the International Fire Code as adopted by the City.

AFPD means the Arvada Fire Protection District.

County means the Critical Incident Response Section of the Jefferson County Sheriff's Office.

Hot work means operations including, but not limited to, cutting, welding, Thermit welding, brazing, soldering, grinding, thermal spraying, thawing pipe, installation of torch-applied roof systems, or any other similar activity. It also includes the operation of an electric or gas-fueled portable powered welder or cutting appliance that produces heat, flame, sparks, or molten metal slag.

Liquid- or gas-fueled appliance means any equipment or device that burns liquid or gaseous fuel that can be shut off by means of a switch or other mechanical means and that is designed or intended for use outdoors to produce heat for pleasure, religious, ceremonial, cooking, warmth, or similar purposes. This includes, but is not limited to, a liquid- or gas-fueled camp stove, fire pit, or grill.

City Manager means the Arvada City Manager or his or her designee.

Open fire or open burning has the meaning set forth in the International Fire Code. It also

includes a fire or combustion of materials created as a result of hot work, or a fire in a tethered or untethered sky lantern. For purposes of enforcement of this Article, and notwithstanding any other provision of this Code, any fire that is not a recreational fire shall be deemed to be an open fire.

Portable outdoor fireplace means a portable, outdoor solid-fuel-burning fireplace that may be constructed of steel, concrete, clay, or other noncombustible material. A portable outdoor fireplace may be open in design or may be equipped with a small hearth opening and a short chimney or chimney opening in the top. This type of fireplace is sometimes known as a chiminea.

Recreational fire means an outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator and that has a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking, warmth, or similar purposes. For purposes of this article, a recreational fire includes, but is not limited to, a fire in a charcoal barbeque grill, a barbeque pit, a fire pit, or a fixed, permanent outdoor fireplace that is fueled by charcoal, wood, or other solid fuel, a fire in a barrel or drum, a fire in a portable outdoor fireplace, or a fire in a tiki torch, or in a similar device, object, or piece of equipment. It also includes any fire created as a result of the use of liquid- or gas-fueled appliance.

Stage 1 fire restriction or *restrictions* mean a limitation or limitations on building, maintaining, or attending to a recreational fire, an open fire, or on acts related to, or that may create, open burning, and as further described in section 42-105 of this Article.

Stage 2 fire ban means a limitation or limitations on building, maintaining, or attending to a recreational fire, an open fire, or on acts related to, or that may create, open burning, and as further described in section 42-106 of this Article.

Undeveloped area means publicly or privately owned land that is not landscaped, groomed, manicured through frequent and regular mowing, or watered by means other than natural precipitation, or any area where vegetation has been allowed to grow in a natural environment or manner such that it may reasonably be deemed an undue wild fire hazard.

Sec. 42-120. Authority.

The City Manager may declare and implement Stage 1 fire restrictions, or a Stage 2 fire ban based upon and following the declaration of fire restrictions or a fire ban by the County or by recommendation of the AFPD.

Sec 42-121. Declaration and notice.

(a) *Issuance of the declaration.* Within a reasonable time after the County declares fire restrictions or a fire ban to be in effect in unincorporated areas of the County, or the AFPD recommends the imposition of fire restrictions or a fire ban, the City

Manager may declare Stage 1 fire restrictions or a Stage 2 fire ban to be in effect within or upon any area within the City by publishing notice of the restrictions or ban on the City's website. Subject to available resources, the City Manager may cause the declaration to be published on other social media sites of the City Manager's choosing, or by other means deemed reasonably necessary to implement or publicize the restrictions or ban.

(b) *Contents of the declaration.* The declaration of the existence of Stage 1 fire restrictions or a Stage 2 fire ban must specify the date the restrictions or ban begins and the geographic parameters of the restrictions or ban. The declaration must specify whether Stage 1 fire restrictions or a Stage 2 fire ban is in place, and the general nature of the activities prohibited and allowed under the restrictions or ban. In addition, the declaration must reference this article of the Code.

(c) *Other information.* The declaration may specify measures citizens may take to reduce the possibility of, or to prevent, uncontrolled fires, and to extinguish fires that do occur. The notice may remind the public that the possession, manufacture, storage, sale, handling, and use of fireworks, and the discharge of firearms, are prohibited throughout Arvada.

(d) *Withdrawal of the declaration.* The declaration may be withdrawn by the City Manager after a County declaration has been lifted, after the AFPD has withdrawn its fire restrictions or ban recommendation, or otherwise upon a finding by the City Manager that there exists competent evidence to lift the restrictions or ban, and by the publication of the withdrawal of the declaration on the City's website. The notice must specify the date the declaration is withdrawn. The notice may specify the reason or reasons the declaration is withdrawn. Subject to available resources, the City Manager may also publish the withdrawal of the declaration on other social media sites or by other means deemed reasonable by the City Manager.

Sec. 42-122. Stage 1 fire restrictions – unlawful acts.

(a) *Fire restrictions generally.* Notwithstanding any other provision of this Code, it shall be unlawful for a person to build, maintain, attend to, or use a recreational fire or an open fire within the City after a Stage 1 fire restrictions declaration has been issued by the City Manager.

Exceptions: The following acts or activities are allowed during a declared Stage 1 fire restrictions period:

1. Smoking, if it is done in an enclosed vehicle or building, or outdoors in an area that is more than thirty feet from an undeveloped area, and then, only if smoking is otherwise allowed under existing state and local smoking laws.
2. The use of a recreational fire, if it is contained within a permanently constructed fire grate upon private property or within a park, and if the fire is more than 30

feet from an undeveloped area.

3. The use of a tiki torch or portable outdoor fireplace upon private property, or the use of a fire pit upon private property or within a park, if the tiki torch, portable outdoor fireplace, or fire pit is more than 30 feet from an undeveloped area.
4. The use of a liquid- or gas-fueled appliance.
5. The use of an Underwriters Laboratories (UL) listed wood pellet grill.
6. The operation of a chain saw.
7. Hot work operations if the work is performed in an area more than 30 feet from an undeveloped area.
8. The burning of explosive wastes by the manufacturer of the explosives in an area zoned for industrial use, if the fire is supervised by the fire protection district.
9. The use of an explosive initiation system requiring a burning fuse line.

Sec. 42-123. Stage 2 fire ban – unlawful acts.

(a) *Fire ban generally.* Notwithstanding any other provision of this Code, it shall be unlawful for a person to build, maintain, attend to, or use a recreational fire or an open fire within the City after a Stage 2 fire ban declaration has been issued by the City Manager.

Exceptions: The following acts or activities are allowed during a declared Stage 2 fire ban period:

1. Smoking, if it is done in an enclosed vehicle or building, or outdoors in an area that is more than thirty feet from an undeveloped area, and then, only if smoking is otherwise allowed under existing state and local smoking laws.
2. The use of a liquid- or gas-fueled appliance.
3. The use of Underwriters Laboratories (UL) listed wood pellet grill.
4. The operation of a chain saw equipped with a properly installed spark arresting device that is in good working order. The operator must also have readily available for quick use at all times while the saw is being operated an extinguishing source such as a pressurized water extinguisher, a proper chemical pressurized extinguisher that is large enough to handle nearby hazards, or sufficient water to extinguish any fire created through use of the saw. In addition, the operator must have in his or her possession at all times while the saw is being operated at least one pointed shovel with an overall length of at least 36 inches.
5. Hot work operations if the work is performed in an area that is barren or cleared of all combustible material more 30 feet in all directions from the operating equipment, and with a permit from the fire code official having jurisdiction over the operating location.

Sec. 42-124. Initiation of prosecution.

(a) *Initiation of prosecution.* When a peace officer finds any person has acted in violation of this article, he or she may issue a summons and complaint to that person, firm, or corporation by means set forth in Chapter 58 of this Code.

(b) *Unattended or abandoned locations.* For unattended or abandoned locations, a copy of a summons and complaint shall be posted on the premises in a conspicuous place at or near the entrance to such premises, and the summons and complaint shall be mailed by certified mail, with return receipt requested or a certificate of mailing, to the last known address of the owner, occupant, or both.

Sec. 42-125. Penalty.

Any violation of this Article shall be punished by a fine or imprisonment not to exceed the limits established in section 1-5 of this Code."

Section 5**.** Should any provision of this ordinance be declared by a court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared unconstitutional or invalid.

Section 6. Savings clause. This repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed prior to the effective date of this ordinance and that is in violation of the section repealed by this ordinance.

Section 7. This ordinance shall be effective on April 1st, 2026.

INTRODUCED, READ, AND ORDERED PUBLISHED this 3rd day of March, 2026.

PASSED, ADOPTED AND APPROVED this ___ day of ____, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

Publication Dates: March 5, 2026

_____

REDLINE/STRIKETHROUGH VERSION

FOR INFORMATION ONLY – NOT PART OF THE ORDINANCE

Underlined indicates new material

~~Strikethrough~~ indicates deleted material

ARTICLE I. IN GENERAL

Sec~~s~~. 42-1~~—~~ - 42-30. – Reserved.

ARTICLE II. INTERNATIONAL FIRE CODE

Sec. 42-31. – Adopted.

Pursuant to Title 31, Article 16, C.R.S. and the Arvada City Charter, the *20~~18~~24 International Fire Code*, including Appendices B, D, E, F, G~~,~~ H, I, K, ~~L,~~ and ~~N~~O published by the International Code Council is hereby adopted by reference thereto and incorporated into the Arvada City Code.

Sec. 42-32. ~~I.F.C.~~ IFC – Section 101.1~~,~~ Title.

Section 101.1~~.~~ Title, is hereby amended to read as follows:

~~"~~

"*101.1 Title.* These regulations shall be known as the Fire Code of the City of Arvada, hereinafter referred to as ~~"~~"this code~~,"~~," or ~~"~~"IFC~~.""~~."

Sec. 42-33. ~~I.F.C.~~ IFC- Section 102.7 Referenced codes and standards.

Section 102.7 Referenced codes and standards, is hereby amended by the inclusion of a second paragraph to read as follows:

"In every case where this code references a standard published by the National Fire Protection Association (NFPA), the most current edition of the referenced standard is hereby adopted. The most current edition of the referenced NFPA standard shall become effective on January 1st following publication and release of the standard."

Sec. 42-34. IFC – Section 103.1~~, General.~~ Creation of agency.

Section 103.1. ~~General~~Creation of agency, is hereby amended in its entirety to read as follows:
~~*"103.1. General.* The respective fire code official shall be responsible for the implementation, administration, and enforcement of this code within the~~

"103.1. Creation of agency. The Arvada Fire Protection District, Adams County Fire Protection District, and the Coal Creek Fire Protection District~~. In areas where there~~, is ~~no fire district,~~ hereby created and the ~~chief building~~ official in charge thereof shall be ~~responsible for~~known as the *fire code official*. The function of the agency shall be the implementation, administration~~,~~ and enforcement of the provisions of this code~~."~~."

Sec. 42-~~34. I.F.C.~~35. IFC – Section ~~103.4~~104.8.1~~,~~ Legal defense.

Section 103.4.1. Legal defense, is hereby amended to read as follows:
~~"~~

> "*103.4.1. Legal defense.* Any suit or criminal complaint instituted against any officer or employee of any fire protection district or any officer or employee of the City of Arvada because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the fire protection district or City by which he or she is employed until the final termination of the proceedings. The fire code official, city officer, employee or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer or employee of any fire protection district or any officer or employee of the City of Arvada, acting in good faith, and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith~~."~~."

Sec. 42-~~35. I.F.C.~~36. IFC – Section 105.~~6,~~5 Required operational permits.

Section 105.~~6~~5. Required operational permits, subsections are hereby deleted in its entirety except for the following:

- ~~105.6.2 Amusement buildings~~
  - ~~105.6.4~~5.5 Carnivals and fairs
  - ~~105.6.14~~5.16 Explosives
  - 105.5.29 Lithium batteries
  - 105.~~6.30~~5.34 Mobile food preparation vehicles
  - ~~105.6.32~~5.36 Open burning
  - ~~105.6.33~~5.38 Open flames and torches
  - ~~105.6.36~~5.40 Outdoor assembly event
- ~~105.6.39 Private fire hydrants~~
  - ~~105.6.40~~5.44 Pyrotechnic special effects material
  - ~~105.6.47~~5.51 Temporary membrane structures and tents

  - ~~Sec. 42-36. I.F.C.~~105.5.56 Temporary heating or cooking in wildfire risk areas
  - 105.5.57 Temporary heating for construction sites
  - 105.5.58 Sky lanterns. An operational permit is required to use sky lanterns in accordance with **Section ~~105~~308.1.7~~,~~.**
  - 105.5.59 Temporary sheltering in occupancies other than R occupancies. An operational permit is required to operate sheltering in occupancies other than R occupancies on a short-term basis.

- 105.5.60 Valet trash and recycling collection in Group R-2 occupancies. An operational permit is required for the operation and maintenance of valet trash and recycling collection services in R-2 occupancies. This service shall be conducted and operated in accordance with Appendix O.

Sec. 42-37. IFC – Section 105.6 Required construction permits.

Section 105.~~7~~6 Required construction permits, the following subsection is hereby added as follows:

"

"105.~~7~~6.26 Temporary fire apparatus access roads. A construction permit is required for the installation of a temporary fire apparatus access road when used in lieu of an approved surface per Section 503.2.3 and Chapter 33~~."~~."

Sec. 42-~~37. I.F.C.~~38. IFC – Section 110~~8~~.3~~,~~ Recordkeeping.

Section 110~~8~~.3 Record keeping, is hereby amended to read as follows:

~~"108~~

"110.3 Recordkeeping. A record of periodic inspections, tests, servicing and other operations and maintenance shall be maintained on the premises or other *approved* location for not less than 3 years, or a different period of time where specified in this code or referenced standards. Records shall be made available for inspection by the *fire code official,* and a copy of the records shall be provided to the *fire code official* on request.

The *fire code official* is authorized to prescribe the form and format of such recordkeeping. The *fire code official* is authorized to require that certain required records be filed with the *fire code official*, through a third-party reporting company chosen by the fire district~~."~~."

Sec. 42-~~38. I.F.C.~~39. IFC – Section ~~109~~112.1~~, Board of appeals established~~ General.

Section ~~109~~112.1. ~~Board of appeals established~~General, is hereby amended to read as follows:

~~"109~~

"112.1. ~~Board of appeals established~~General. In order to hear and decide appeals of orders, decisions, or determinations made by the *fire code official* relative to the application and interpretation of this code, there is hereby created a board of appeals. The board of appeals shall be known as the *Building Code Advisory Board (BCAB)*. The BCAB shall be appointed by the governing body and shall hold office at its pleasure. The *fire code official* of the responsible fire district shall be an ex-officio member of said board but shall not vote on any matter before the board. Rules of procedure for conducting the Board~~'~~'s business shall be as set forth in section 18-36 of the administrative code, as amended, in Article II Chapter 18 of the Arvada City Code~~."~~."

Sec. 42-~~39. I.F.C.~~40. IFC – Section ~~109~~112.3~~,~~ Qualifications.

Section ~~109~~112.3. Qualifications, is hereby amended in its entirety to read as follows:

~~"108~~

"*112.3. Qualifications.* Qualifications of the members of the BCAB shall be as set forth in Section 18-36 Section 18-36 of the administrative code, as amended, in Article II Chapter 18 Chapter 18 of the Arvada City Code." ."

Sec. 42-40. I.F.C.41. IFC – Section 1103.4, Violation penalties.

Section 1103.4. Violation penalties, is hereby amended in its entirety to read as follows:
"110

"113.4. Violation penalties. Persons, firms or corporations who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under the provisions of this code, shall be guilty of a fire code violation, punishable by a fine, or by imprisonment or both, not to exceed the limits established in Section 1-5 of the Arvada City Code. The denial, suspension, revocation or restriction of any permit or other privilege conferred by this code shall not be regarded as a penalty for the purposes of this chapter. Each day that a violation continues after due notice has been served, shall be deemed a separate offense." ."

Sec. 42-41. I.F.C. Section 112.1, Order.

Section 112.1. Order, is hereby amended to read as follows:

"112.1. Order. Whenever the fire code official finds any work regulated by the Code is being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the fire code official, with the concurrence of the building official, is authorized to issue a stop work order."

42 – Sec . 42-42 – 42-50. Reserved.
Sec.
Section 42-51. I.F.C. – IFC Section 202, General Definitions.

Section 202 General Definitions, shall be definitions, is amended by adding addition and modification of the following definitions:

"*202 Occupancy Classification*, Assembly Group A: Accessory with places of worship.

"*Electric Locks – Master Switch*. A two-position, toggle electrical switch labeled "ELECTRIC LOCKS" with its positions labeled "LOCKED" and "UNLOCKED" configured to immediately and simultaneously unlock all connected door locks.

Powered Micromobility Devices. Motorized bicycles, motorized scooters and other personal mobility devices powered by a lithium-ion or lithium metal battery. This term includes the batteries associated with these devices, whether connected to the device or not. The term does not include motor vehicles that are required to be registered with the Department of Motor Vehicles for the state or jurisdiction

Rural. A geographic area that is located outside incorporated towns and cities that lack substantial development and/or cannot connect to existing infrastructure."

Sec. 42-52 – IFC Section 203.2.4 Accessory to places of religious worship.

Section 203.2.4 Accessory to places of religious worship, shall be amended in its entirety to read as follows:

"*203.2.4* Accessory to places of religious worship.

1**.** Accessory religious educational rooms and religious auditoriums with occupant loads of less than 100 per room or space are not considered separate occupancies.

2. Rooms and spaces within places of religious worship providing overnight homeless sheltering for fewer than 50 occupants, for less than 16 continuous hours, shall be classified as part of the primary occupancy notwithstanding any other provisions of this code which would disallow overnight occupancy in such rooms or spaces, and provided the aggregate area used for sleeping is less than 10,000 square feet and has all ~~of~~ the following:

a) exiting and emergency lighting
b) operational smoke alarms and carbon monoxide alarms in all sleeping areas
c) a minimum of one awake attendant
d) an emergency plan

An operational permit and an *approved* emergency plan for such use may be required on an annual basis through the governing Fire Code Official subject to review of compliance with these provisions~~."~~."

Sec. 42-~~52. I.F.C.~~53 – IFC Section ~~308~~203.7.1~~.4, Open-flame cooking devices~~ Institutional Group I-1.

*Section ~~308~~203.7.1~~.4. Open-flame cooking devices~~, ~~is hereby~~ *Institutional Group I-1,* shall be amended in its entirety to read as follows:

~~*"308.1.4. Open-flame cooking devices.* Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048mm) of combustible construction.~~

~~Exceptions:~~

~~1. One- and two-family dwellings.~~

~~2. Where buildings, balconies or decks are protected by an approved automatic sprinkler system."~~

~~3. Gas burners having L-P gas container with a water capacity up to twenty (20) pounds (9.1kg) L-P gas capacity may be used on combustible construction."~~

~~**Sec. 42-53. I.F.C. Section 315.3.5. Storage in buildings.**~~

~~*Section 315.3.5. Storage in buildings*~~

"203.7.1 Institutional Group I-1. Institutional Group I-1 occupancy shall include buildings, structures or portions thereof for more than 16 persons, excluding staff, who reside on a 24-hour basis in a supervised environment and receive *custodial care.* Buildings of Group I-1 shall be classified as Condition 2 as specified in **Section 203.7.1.2** unless approved by the building and *fire code official* as Condition 1 as specified in **Section 203.7.1.1** and shall comply with Section 420 of the *International Building Code*. This group shall include, but not be limited to, the following:

Alcohol and drug centers
Assisted living facilities
Congregate care facilities
Group homes
Halfway houses
Residential board and care facilities
Social rehabilitation facilities"

Sec. 42-54 – IFC *Section 203.9.4 Residential Group R-4.*

Section 203.9.4 Residential Group R-4, shall be amended to read as follows:

"203.9.4 Residential Group R-4. Residential Group R-4 occupancy shall include buildings, structures or portions thereof for more than 16 persons, excluding staff, who reside on a 24-hour basis in a supervised environment and receive *custodial care.* Buildings of Group R-4 shall be classified as Condition 2 as specified in **Section 203.9.4.2** unless approved by the building and *fire code official* as Condition 1 as specified in **Section 203.9.4.1** except as otherwise provided for in the *International Building Code*. This group shall include, but not be limited to, the following:

Alcohol and drug centers
Assisted living facilities
Congregate care facilities
Group homes
Halfway houses
Residential board and care facilities
Social rehabilitation facilities"

Sec. 42-55. IFC – Section 301.2 Permits.

Section 301.2 Permits, is hereby amended in its entirety to read as follows:

"301.2 Permits. Permits shall be required as set forth in Section 105.5 for the activities or uses regulated by **Sections 304, 306, 307, 308, 315, 320** and **321.**"

Sec. 42.56. IFC – Section 304.1.1. Valet Trash.

Section 304.1.1 Valet trash, is hereby amended ~~by addition of the following subsection:~~ in its entirety to read as follows:

> ~~*"315.3.5. Marking maximum permitted storage height.* Identification of the maximum approved storage height shall be provided in areas where stacked or shelved storage of materials occurs. The maximum approved height will be based upon the requirements of Section 315 and Chapter 32. Maximum storage height identification shall consist of a minimum of a four (4) inch (101.6mm) stripe on a contrasting background shall be placed at the maximum storage height as determined by Section 315 and Chapter 32 above the finished floor and clearly labeled with the designation "No Storage Above This Line".~~

~~Sec. 42-54. I.F.C.~~

> *"304.1.1 Valet trash. Valet trash collection* shall be permitted only where *approved*. The *owner,* and *valet trash collection* service provider shall comply with the rules and limitations established by the jurisdiction as adopted and amended in Appendix O."

Sec. 42.57. IFC – Section 304.1.1.1 Permit Required.

Section 304.1.1.1 Permit required, is hereby added to read as follows:

> *"304.1.1.1 Permit Required.* An operational permit shall be obtained from the *fire code official* in accordance with **Section 105.5.60** prior to contracting and using valet trash services. Application for such approval shall only be presented by and permits issued to the owner of the property in which the services are to be used."

Sec. 42-58. IFC – Section 307.1.1. Prohibited open burning.

Section 307.1.1 Prohibited open burning. Is hereby amended in its entirety to read as follows:

> *"Section 307.1.1 Prohibited open burning. Open burning* shall be prohibited when in a Stage One Fire Restriction or Stage Two Fire Ban as outlined in ARTICLE III. FIRE RESTRICTIONS OR BANS, atmospheric conditions or local circumstances make such fires hazardous as identified within the open burning operational permit requirements established by the *fire code official*."

Sec. 42-59. IFC – Section 307.1.1.1 Prohibited open burning in wildland urban interface.

Section 307.1.1.1 Prohibited open burning in wildland urban interface, is hereby added to read as follows:

> *"Section 307.1.1.1 Prohibited open burning in wildland urban interface. Open burning* shall be prohibited in areas defined as the Wildland Urban Interface per the Community Wildfire Protection Plan.
>
> > **Exception**: *Portable outdoor fireplaces*, *recreational fires,* and prescribed burning for the purposes of reducing the impact of wildland fire when authorized by the *fire*

code official."

Sec. 42-60. IFC – Section 307.5 Attendance.

Section 307.5 Attendance, is hereby amended in its entirety to read as follows:

> *"Section 307.5 Attendance. Open burning*, bonfires, *recreational fires* and use of portable outdoor fireplaces shall be constantly attended until the fire is extinguished. For *recreational* fires and portable outdoor fireplaces, not fewer than one portable fire extinguisher complying with **Section 906** with a minimum 4-A rating, a garden hose, or other *approved* on-site extinguishment method shall be available for immediate utilization. For *open burning* and bonfires, the extinguishment method shall be approved through the open burning operational permit requirements established by the *fire code official*."

Sec. 42-61. IFC – Section 307.6 Prohibited materials.

Section 307.6 Prohibited materials, is hereby added to read as follows:

> *"Section 307.6 Prohibited materials*. Only approved materials shall be allowed to be burned as approved by this code. Materials such as trash, paper, rubbish, wastepaper, construction materials, treated lumber, weeds, tree stumps, tree limbs and branches larger than 6-inch diameter, brush, plants, or other combustible or flammable materials are not allowed to be burned at any time."

Sec. 42-62. IFC – Section 308.1.7 Sky lanterns.

Section 308.1.7 Sky lanterns, is hereby amended in its entirety to read as follows:

> *"Section 308.1.7 Sky lanterns.* The use of sky lanterns shall meet all the following requirements:
>
> *1.* Shall be prohibited in areas defined as the Wildland Urban Interface per the Community Wildfire Protection Plan and the Colorado Division of Fire Prevention and Control
> *2.* A person shall not release or cause to be released an untethered sky lantern.
> *3.* Sky lantern tethers shall not be longer than the shortest distance from the anchor point to the nearest combustible material.
> *4.* Sky lanterns shall be released in an area that is non-combustible.
> *5.* Sky lanterns shall not be released within 50 feet of any structure.
> *6.* Sky lanterns shall not be released on Red Flag days, or when ground wind speeds exceed 15 miles per hour.
> *7.* Sky lanterns shall not be released during a Stage 1 Fire Restriction or Stage 2 Fire Ban in accordance with ARTICLE III. FIRE RESTRICTIONS OR BANS.
> *8.* Sky lanterns shall be constantly attended by an adult until the open flames are fully extinguished.
> *9.* An approved means of extinguishment shall be available, but no less than one 4-A fire extinguisher or a 5-gallon bucket of water.

10. The fire district dispatch center shall be contacted prior and at the end of the release of sky lanterns."

Sec. 42-63. IFC – Section 308.2 Permits required.

Section 308.2 Permits required, is hereby amended in its entirety to read as follows:

"Section 308.2 Permits Required. Permits shall be obtained from the *fire code official* in accordance with **Section 105.5** prior to engaging in the following activities involving open flame, fire and burning:

1. Use of open flame, fire or burning in connection with Group A or E occupancies.
2. Use of torches and other devices, machines or processes liable to start or cause fire in or on wildfire risk areas.
3. Sky lanterns."

Sec. 42-64. IFC – Section 503.1~~,~~ Where required.

Section 503.1. Where required, is hereby amended in its entirety to read as follows:
"
"*503.1. Where required.* Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3 and Appendix D~~."~~."

Sec. 42-~~55. I.F.C.~~65. IFC – Section 503.1.1 Buildings and facilities.

Section 503.1.1 Buildings and facilities, is hereby amended in its entirety to read as follows:

"Section 503.1.1. Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the *exterior walls* of the first story of the building as measured by an *approved* route around the exterior of the building or facility.

Exceptions:

1. The *fire code official* is authorized to increase the dimension of 150 feet (45 720 mm) where any of the following conditions occur:
   - 1.1 The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3, and shall not exceed 300 feet.
   - 1.2 Unchanged
   - 1.3 There are not more than two Group U occupancies."

Sec. 42-66. IFC – Section 503.1.4 Private driveways.

Section 503.1.4 Private driveways, is hereby added to read as follows:

"Section 503.1.4 Private driveways. Private residential driveways shall not be considered as fire apparatus access roads.

Exceptions:

1. Where *approved* by the *fire code official*, private residential driveways may be used as fire apparatus access roads."

Sec. 42-67. IFC – Section 503.2. Specifications.

Section 503.2. Specifications, is hereby amended in its entirety to read as follows:

"

"*503.2 Specifications*. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8 and Appendix ~~B."~~ D."

Sec. 42-~~56. I.F.C.~~68. IFC – Section 503.2.1~~,~~ Dimensions.

Section 503.2.1. Dimensions, is hereby amended in its entirety to read as follows:

"*503.2.1 Dimensions.* Fire apparatus access roads shall have an unobstructed width of not less than 24 feet, exclusive of shoulders, except for *approved* security gates in accordance with Section 503.6,and an unobstructed vertical clearance of not less than thirteen (13) feet six (6) inches (4115 mm)."

Sec. 42-69. IFC – Section 503.2.1.1 Driveways and private roads serving one- and two-family dwelling units in rural areas.

Section 503.2.1.1. Driveways and private roads serving one- and two-family dwelling units in rural areas, is hereby added to read as follows:

"*503.2.1.1 Driveways and private roads serving one- and two-family dwelling units in rural areas*. Driveways and private roads serving one- and two-family dwelling units used for fire apparatus access shall have an unobstructed width. Private roads serving up to 16 dwelling units shall have a total width of 20 feet, including 16-foot paved surface and two-foot shoulders on either side, or a total width of 14 feet, including a 10-foot paved surface, two-foot shoulders on either side, and pullouts 50 feet long and eight feet wide, at 150-foot intervals."

Sec. 42-70. IFC – Section 503.2.1.2 Dead end driveways and private roads serving one-and two-family dwelling units in rural areas.

Section 503.2.1.2. Dead end driveways and private roads serving one-and two-family dwelling units in rural areas, is hereby added to read as follows:

"503.2.1.2 Dead end driveways and private roads serving one-and two-family dwelling units in rural areas. Dead end driveways and private roads shall comply with the following:

1. Roads greater than 150 feet in length and less than 750 feet in length shall have an approved turnaround provided at the dead end.

2. Roads exceeding 750 feet in length shall have an approved turnaround at the dead end and mid-way point."

Sec. 42-71. IFC – Section 503.2.3 Surface.

Section 503.2.3 Surface, is hereby amended in its entirety to read as follows:

"

"*503.2.3 Surface*. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be paved ~~so as to provide all-weather driving capabilities."~~with asphalt or concrete.

Exception: Alternate surfaces shall be *approved* by the *fire code official*."

Sec. 42-~~57. I.F.C.~~72. IFC – Section 503.2.~~1, Dimensions~~4 Turning Radius.

Section 503.2.~~1. Dimensions~~4 Turning Radius, is hereby amended in its entirety to read as follows:

"

"*503.2.~~1 Dimensions-Public streets.~~ ~~Public streets that are used for~~4 Turning Radius.* The turning radius of a fire apparatus access road shall have an ~~unobstructed width that meets the dimensions and parking restrictions~~ inside radius of 26 feet and an outside radius of 50 feet or as ~~set forth~~otherwise required by the ~~*Street Standards* adopted by~~*fire code official*. Computer modeling may be required to establish that each fire district's apparatus can adequately maneuver the ~~City of Arvada; and an unobstructed vertical clearance of not less than thirteen (13) feet six (6) inches (4115 mm)."~~ proposed access road(s)."

Sec. 42-~~58. I.F.C.~~73. IFC – Section 503.2.~~1, Dimensions~~4.1.Turning radius clearance.

Section 503.2.~~1. Dimensions~~4.1 Turning radius clearance, the following subsection is added to read as follows:

"*503.2.4.1 Turning radius clearance.* There shall be a minimum of a 2-foot clearance to any vertical curb, building, or obstruction from fire apparatus overhangs."

Sec. 42-74. IFC – Section 503.7 Grade.

Section 503.7 Grade, is hereby amended ~~by addition of the following subsection:~~ in its entirety to read as follows:

~~"*503.2.1.1. Dimensions-Private streets, roads, drives.* Private streets, roads or drives designated as fire apparatus access shall have an unobstructed width of not less than twenty-four (24) feet (7315.2mm) and an unobstructed vertical clearance of not less than thirteen (13) feet six (6) inches (4115 mm)."~~

~~Sec. 42-59. I.F.C.~~

"*503.7 Grade.* The maximum grade shall not exceed 8%.

Exception: In rural areas the maximum grade shall not exceed 10%."

Sec. 42-75. IFC – Section 507.2.3 Rural water supplies.

Section 507.2.3 Rural water supplies, is hereby added to read as follows:

> *"507.2.3 Rural water supplies.* Areas identified as rural where adequate and reliable water mains do not exist or cannot be installed within 1,000 feet of individual properties, shall have alternative water supplies in accordance with Section 507.6 that provide the required fire flow in accordance with Appendix B105.1.2.
>
> > **Exception**: Buildings containing only private garages, carports, sheds, and agricultural buildings with a floor area of not more than 600 square feet."

Sec. 42-76. IFC – Section 507.5.1. Where required.

Section 507.5.1 Where required, Number 1 under Exceptions is hereby amended to read as follows:

> "1,. For sprinklered Group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183 m)."

Sec. 42-77. IFC – Section 507.5.1.1 Hydrant for standpipe systems.

Section 507.5.1.1 Hydrant for standpipe systems, is hereby amended in its entirety to read as follows:

> "
>
> "*507.5.1.1 Hydrant for automatic sprinkler systems and standpipe systems.* Buildings equipped with an automatic sprinkler system in accordance with Section 903.3.1.1 or Section 903.3.1.2 and/or standpipe system installed in accordance with Section 905 shall have a fire hydrant a minimum of 50within 100 feet and a maximum of 150 feet(30 480 mm) of the fire department connectionconnections along a fire apparatus access road.
>
> > **Exception**: The distance shall be permitted to exceed 1500 feet where approved by the *fire code official.*" to a maximum of 150 feet."

Sec. 42-60. I.F.C.78. IFC – Section 507.5.1.2 Dead-end fire hydrants.

Section 507.5.1.2 Dead-end fire hydrants, is hereby added to read as follows:

> *"507.5.1.2 Dead-end fire hydrants*: Fire hydrants on a dead-end water line shall not exceed the limits established by the water purveyor nor shall it be allowed to have more than one fire hydrant on a dead-end water line."

Sec. 42-79. IFC – Section 507.6 Rural water supplies.

Section 507.6 Rural water supplies, is hereby added to read as follows:

"507.6 Rural water supplies. This section shall apply to all new developments of one- and two-family dwellings and legally existing properties that are not within the Arvada Fire Protection District at the time of adoption of this code. The water supply facility shall be funded and installed by the developer/owner prior to construction of any structure within the development. Rural water supplies shall meet the requirements as determined by the Arvada Fire Protection District in the Rural Water Supply Design, Construction, Testing, and Maintenance specifications."

Sec. 42-80. IFC – Section 510.1 Emergency responder communications enhancement systems in new buildings.

Section 510.1 Emergency responder communications enhancement systems in new buildings, is hereby amended to delete Exception number 4.1.1, in its entirety.

Sec. 42-81. IFC – Section 510.4.1.1 Minimum signal strength into the building.

Section 510.4.1.1 Minimum signal strength into the building, is amended in its entirety to read as follows:

"

"*510.4.1.1 Minimum signal strength into the building.* A minimum signal strength of -95 dBm shall be receivable within the building." ."

Sec. 42-61. I.F.C.82. IFC – Section 510.4.1.2, Minimum signal strength out of the building.

Section 510.4.1.2 Minimum signal strength out of the building, is amended in its entirety to read as follows:

"

"*510.4.1.2 Minimum signal strength out of the building.* A minimum signal strength of -95 dBm shall be received by the agency!'s radio system when transmitted from within the building." ."

Sec. 42-62. I.F.C.83. IFC – Section 510.5605.1, Approval prior to installation.7 Outdoor decorative gas appliance emergency shut down.

Section 510.5605.1. Approval prior to installation7 Outdoor decorative gas appliance emergency shut down, is hereby amended to read as follows:

"*510.5.1. Approval prior to installation.* Amplification systems capable of operating on frequencies licensed to any public safety agency by the FCC shall not be installed without prior coordination and approval of the City's radio system administrator and local fire code official."

"605.1.7 Outdoor decorative gas appliance emergency shut down. If a fire pit is powered by a fuel gas, there shall be an emergency stop button installed in an approved location on the exterior to disconnect the fuel gas in the event of an emergency. This emergency shut off shall be labeled using a weatherproof sign with letters on contrasting background."

Sec. 42-~~63. I.F.C.~~84. IFC – Section ~~510.5.2, Minimum qualifications of personnel~~605.1.8 Outdoor decorative gas appliance timer.

Section ~~510.5.2. Minimum qualifications of personnel~~605.1.8 Outdoor decorative gas appliance timer, is hereby a~~men~~dded to read as follows:

~~"*510.5.2. Minimum qualifications of personnel.* The minimum qualifications of the system designer and lead installation personnel shall include:~~

~~1. Certifications of in-building system training issued by a nationally recognized organization, school or a certificate issued by the manufacturer of the equipment being installed.~~

~~This qualification shall not be required where demonstration of adequate skills and experience are satisfactory to either the City's radio systems administrator or the fire code official."~~

~~**Secs. 42-64—42-69. Reserved.**~~

"605.1.8 Outdoor decorative gas appliance timer. If a fire pit is powered by a fuel gas, there shall be a timer installed in the piping system to limit the run time of the fuel gas to no more than 60 minutes without needing a reset."

Sec. 42-~~70. I.F.C.~~85. IFC – Section 901.4.~~6,~~7. Pump and riser room size.

Section 901.4.~~6~~7. Pump and riser room size, is hereby amended in its entirety to read as follows:
"

"Sec. 901.4.~~6~~7. Pump and riser room size. Where provided, fire pump rooms and *automatic sprinkler system* riser rooms shall be designed with adequate space for all equipment necessary for the installation, as defined by the manufacturer, with sufficient working space around the stationary equipment. Clearances around equipment to elements of permanent construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required fire-resistance-rated assembly. Fire pump and *automatic sprinkler system* riser rooms shall be provided with doors and unobstructed passageways large enough to allow removal of the largest piece of equipment. The room shall provide a minimum of 36 square feet working space around a fire pump or *automatic sprinkler system* riser~~."~~."

Sec. 42-~~71. I.F.C.~~86. IFC – Section 901.4.~~6~~7.1~~,~~. Access.

Section 901.4.~~6~~7.1. Access, is hereby amended in its entirery to read as follows:
"

"901.4.~~6~~7.1 Access. When automatic fire sprinkler system risers, fire pumps and controllers shall be provided with ready access. Where located in a fire pump room or automatic sprinkler system riser room, the door shall be permitted to be locked provided

that the key is available at all times. When automatic fire sprinkler systems are provided within a building and the system serves multiple tenant spaces, the main fire sprinkler control valves shall be placed within an approved room that has access provided directly from the building exterior.". ."

Sec. 42-72. I.F.C.87. IFC – Section 901.6, Inspection, testing and maintenance.

Section 901.6 Inspection, testing and maintenance, is hereby amended in its entirety to read as follows:

"

"*901.6 Inspection, testing and maintenance*. Fire detection and alarm systems, emergency alarm systems, gas detection systems, fire-extinguishing systems, mechanical smoke exhaust systems and smoke and heat vents shall be maintained in an operative condition at all times and shall be replaced or repaired where defective. Nonrequired *fire protection systems* and equipment shall be inspected, tested and maintained or removed. The removal of any non-required *fire protection system* or equipment shall be *approved* by the fire district.". ."

Sec. 42-73. I.F.C.88. IFC – Section 903.1, General.2 Fire department access.

Section 903.1 General.2. Fire department access, is hereby amended by adding the following subsections: added to read as follows:

"903.1.2 Location of sprinkler control valves. When automatic sprinkler systems are required within a building and the system serves more than one tenant space, the main control valves shall be located within an approved room that is accessible directly from the building exterior. The door shall be not less than three (3) feet in width by six (6) feet in height.

903.1.3 Fire department access.

"*903.1.2 Fire department access*. Any change of occupancy of an existing building that does not have approved fire department access as required in Chapter 5 may be required by the *fire code official* to have an automatic fire sprinkler system installed regardless of the building size. ."

Sec. 42-89. IFC – Section 903.1.43 Multi-tenant buildings.

Section 903.1.3. Multi-tenant buildings, is hereby added to read as follows:

"*903.1.3 Multi-tenant buildings.* In buildings that have warehouse space(s) that have the ability to allow high-piled combustible storage per Chapter 32 shall have a fire line installed with a main that runs the length of the building for future addition of fire sprinkler systems.". ."

Sec. 42-74. I.F.C.90. IFC – Section 903.4.2,3 Alarms.

Section 903.4.23. Alarms, is hereby amended in its entirety to read as follows and with the added subsection:

"*903.4.~~2~~3. Alarms.* An approved audible/visual alarm device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler waterflow alarm devices shall be activated by waterflow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system and cause notification as set forth in **Section 907.5**. When buildings have multiple tenant spaces notification devices shall be installed in accordance with **Section 907.5** in each tenant space."

Sec. 42-91. IFC – Section 903.4.3.1 Audible and visual signals.

Section 903.4.3.1 Audible and visual signals, is hereby added to read as follows:

"903.4.3.1 Audible and visual signals. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system and cause notification as set forth in **Section 907.5**. When buildings have multiple tenant spaces notification devices shall be installed in accordance with **Section 907.5** in each tenant space.

~~*903.4.2.1 Audible and visual signals.*~~ Audible and visual fire alarm notification devices shall be connected to every automatic sprinkler system. Such audible and visual devices shall be activated throughout the building upon water flow. When buildings have multiple tenant spaces, notification devices shall be installed in accordance with **Section 907.5** in each tenant space~~."~~."

Sec. 42-~~75. I.F.C.~~92. IFC – Section 904.~~13,~~15 Domestic cooking systems.

Section 904.~~13~~15. Domestic cooking systems, is hereby amended by adding ~~item number four (4.)~~Number Four to the end of the section as follows:
"

"4. In Group R-4 occupancies where domestic cooking facilities are installed in accordance with Section ~~407.2.3~~420.9 of the *International Building Code*~~."~~."

Sec. 42-~~76. I.F.C.~~93. IFC – Section 907.5.2.~~2, Emergency voice/alarm communication~~6 Inelligibility.

Section 907.5.2.2~~ Emergency voice/alarm communication~~.6. Intelligibility, is hereby ~~amended by adding the following subsection:~~ added to read as follows:
"

"*907.5.2.2.6. Intelligibility.* The intelligibility of a voice/alarm communication system shall be tested in an objective manner in accordance with NFPA 72~~."~~."

Sec. 42-~~77. I.F.C. Section 912.2, Location.~~

~~*Section 912.2. Location,* is hereby amended to read as follows:~~

~~*"912.2. Location.* With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply~~

~~the system will not obstruct access to the buildings for other fire apparatus. The fire department connection for automatic sprinkler systems and standpipe systems shall be located a minimum of 50 feet and a maximum 150 feet (45,720 mm) of a fire hydrant."~~

~~Sec. 42-78. I.F.C.~~94. IFC – Section 912.4.1~~,~~ Locking fire department connection caps.

Section 912.4.1. Locking fire department connection caps, is hereby amended in its entirety to read as follows:

> "*912.4.1. Locking fire department connection caps.* Approved locking fire department connection caps shall be installed on all new water-based fire protection systems. Locking fire department connection caps shall be installed when fire department connection caps are found missing on existing water-based fire protection systems and the fire department connection is subjected to internal obstructions~~."~~."

Sec. 42-~~79. I.F.C.~~95. IFC – Section 1010.2.6. Stairway doors.

Section 1010.2.6 Stairway doors, is amended by replacing Exception Number 3 to read as follows:

> "3. Stairway exit doors are permitted to be locked from the side opposite the egress side, provided that they are openable from the egress side and capable of being unlocked simultaneously without unlatching upon a fire alarm, loss of power, or an electric locks – master switch signal from the fire command center. The lockset shall be wired to all three of these monitor/power/control points. When located in a non-secure area, a two-position, key operated switch may be used when a matching key is located in the building's Key Lock Box."

Sec. 42-96. IFC – Section 1023.9.2 Door operation identification.

Section 1023.9.2. Door operation identification, is hereby added to read as follows:

> *"1023.9.2 Door operation identification.* At locked stairway doors in accordance with Section 403.5.3, identification required by Section 1023.9 shall be in accordance with Section 1023.9.1 and ICC A117.1 and identify the door operation as follows:
>
> 1. All doors that are locked for more than 5 consecutive floors shall have a sign that reads: THIS DOOR IS LOCKED. EMERGENCY COMMUNICATION DEVICES ARE LOCATED ON FLOORS ____ AND _____.
>
> 2. All doors that are locked for 5 consecutive floors or less shall have a sign that reads: THIS DOOR IS LOCKED. FOR THE NEXT UNLOCKED DOOR GO DOWN TO FLOOR __OR UP TO FLOOR__."

Sec. 42-97. IFC – Section 1023.9.3 Stairway communication system identification.

Section 1023.9.3 Stairway communication system identification, is hereby added to read as follows:

> *"1023.9.3 Stairway communication system identification.* Emergency telephones or two-way communication systems, where required, in exit stairways shall have a sign stating: "Emergency Communications," the building address and the floor and stair location of the telephone or two-way communications system. Signage shall be in accordance with Section 1023.9.1 and ICC A117.1."

Sec. 42-98. IFC – Section 1103.~~2, Emergency responder radio coverage in existing buildings~~7.6. Group R-2.

Section 1103.7.6. Group R-2~~. Emergency responder radio coverage in existing buildings~~, is ~~hereby~~ amended in in its entirety to read as follows:
"

> *"1103.7.6 Group R-2. ~~IFC Section 1103.2. Emergency responder radio coverage in existing buildings.~~ ~~Buildings undergoing alterations~~*A manual *fire alarm system* that activates the occupant notification system in accordance with Section ~~505~~907.5 shall be installed in existing Group R-2 occupancies more than three stories in height or with more than 24 *dwelling* or *sleeping units*.
>
> **Exceptions:**
>
> 1. Where each living unit is separated from other contiguous living units by *fire barriers* having a *fire-resistance rating* of not less than 3/4 hour, and where each living unit has either its own independent exit or its own independent *stairway* or *ramp* discharging at grade.
> 2. A separate *fire alarm system* is not required in buildings that are equipped throughout with an *approved* supervised *automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2 and having a local alarm to notify all occupants.
> 3. A *fire alarm system* is not required in buildings that do not have interior *corridors* serving *dwelling units* and are protected by an *approved automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2, provided that *dwelling units* either have a *means of egress* door opening directly to an exterior *exit access* that leads directly to the *exits* or are served by open ended *corridors* designed in accordance with Section 1027.6, Exception 3.
> 4. A *fire alarm system* is not required in buildings that do not exceed three stories in height and comply with all the following:
>
> 4.1. Each *dwelling unit* is separated from the corridor and from other contiguous *dwelling units* by *fire barriers* having a *fire-resistance rating* of not less than ¾ hour.
>
> 4.2. Each *dwelling unit* is provided with smoke alarms complying with the requirements of Section 907.2.11.
>
> 4.3. Doors from each *dwelling* unit to the exit or exit access shall meet the requirements of the *International* ~~Existing~~ *Building Code*

~~(Alteration - Level 3), and Section 507 of the International Existing Building Code (Additions), shall comply with the Emergency Responder Radio Coverage provisions in Section 510 of the IFC."~~Section 716.2 for fire resistance, closing, and latching."

Sec. 42-~~80. I.F.C.~~99. IFC – Section 3103.~~9,~~8 Structural stability and anchorage required.

Section 3103.~~9~~8 Structural stability and anchorage required, is amended in its entirety to read as follows:

~~"~~

"Section 3103.~~9~~8 Structural stability and anchorage required. Tents or membrane structures and their appurtenances shall be designed and installed to withstand the elements of weather and prevent collapsing. Water barrels are strictly prohibited from use for anchorage of tents and membrane structures. Documentation of structural stability shall be furnished to the *fire code official*~~."~~ ."

Sec. 42-~~81. I.F.C.~~100. IFC – Section ~~3310~~3103.8.1~~,~~ Water-filled vessels.

Section 3103.8.1 Water-filled vessels, is deleted in its entirety.

Sec. 42-101. IFC – Section 3307.1 Required Access.

Section 33~~1~~07.1~~.~~ Required ~~A~~access, is amended in its entirety to read as follows:

~~"~~

"*33~~1~~07.1~~.~~ Required access. Approved* ~~fire apparatus~~vehicle access for firefighting ~~and emergency medical services is required to~~ shall be provided to all construction or demolition sites. ~~Access~~Vehicle access shall be provided to within 150 feet (45 ~~,~~720mm) of all portions of the exterior walls of the first story of the building ~~as measured~~ and within 100 feet (30 480) of temporary or permanent fire department connections. Vehicle access shall be provided by ~~an approved route around the exterior of the building. When~~permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until final fire apparatus access roads are available.

Exception: Where *approved* and permitted per Section 105.~~7.26~~5, temporary ~~fire apparatus~~vehicle access can be installed during construction of sites not consisting of one- and two- family dwellings or ~~Group R occupancies and~~ where practical difficulty exists with providing permanent fire apparatus access during construction. Permanent fire apparatus access shall be provided prior to occupancy~~. Approved temporary access shall be installed as set forth in Section 3310.2."~~ ."

Sec. 42-~~82. I.F.C.~~102. IFC – Section ~~3310.3,~~3307.1.2 Stairways required.

Section 3307.1.2 Stairways required, is hereby amended in its entirety to read as follows:

"3307.1.2 Stairways required. Where building construction exceeds 20 feet (6 096mm) in height above the lowest level of fire department vehicle access, a temporary or permanent

stairway shall be provided. As construction progresses, such *stairway* shall be extended to within one floor of the highest point of construction having secured decking or flooring."

Sec. 42-103. IFC – Section 3307.1.4 Temporary fire apparatus access specifications.

Section ~~3310.3~~3307.1.4. Temporary fire apparatus access specifications, is hereby added to read as follows:
~~"3310.3~~

"3307.1.4 Temporary fire apparatus access specifications. Temporary fire apparatus access roads shall be installed and arranged in accordance with Sections ~~3310.3~~3307.1.4.1 through ~~3310~~3307.1.4.3~~.3."~~."

Sec. 42-~~83. I.F.C.~~104. IFC – Section ~~3310.3~~3307.1.~~,~~.4.1 Dimensions.

Section ~~3310.3~~3307.1.4.1. Dimensions, is hereby added to read as follows:
~~"3310.3~~

"3307.1.4.1. Dimensions. Temporary fire apparatus access roads shall have an unobstructed width of not less than 24 feet (6096 mm) and a vertical clearance of not less than 13 feet 6 inches (4115 mm~~)."~~)."

Sec. 42-~~84. I.F.C.~~105. IFC – Section ~~3310.3~~3307.1.4.2~~,~~ Surface.

Section ~~3310.3~~3307.1.4.2. Surface, is hereby added to read as follows:
~~"3310.3~~

"3307.1.4.2. Surface. Temporary fire apparatus access roads shall have an all-weather surface consisting of the first lift of asphalt, concrete, alternative design as approved by a geotechnical engineer. The surface shall be capable of supporting an ~~85~~90,000-pound imposed load, all weather maintainable and free from obstructions. Documentation from a licensed civil engineer attesting that the surface will support the required imposed load shall be provided~~."~~."

Sec. 42-~~85. I.F.C.~~106. IFC – Section ~~3310~~3307.1.4.3~~.3,~~ Dead ends.

Section ~~3310.3~~3307.1.4.3. Dead ends, is hereby added to read as follows:
~~"3310.3.3~~

"3307.1.4.4. Dead ends. Dead-end temporary fire apparatus access roads in excess of 150 feet (45,720 mm) in length shall be provided with an approved area for turning around fire apparatus~~."~~."

Sec. 42-~~86. I.F.C.~~107. – IFC – Section 4104.2 Open-flame cooking devices.

Section 4104.2. Open-flame cooking devices, is hereby amended in its entirety to read as follows:

"4104.2. Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings.
2. Where buildings, balconies or decks are protected by an approved automatic sprinkler system."
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 20 pounds [nominal 1 pound (0.454 kg) LP-gas capacity]."

Sec. 42-108. IFC – Section 5307.1, General.

Section 5307.1 General, is amended in its entirety to read as follows:

"

"*5307.1 General. Compressed gasses* in storage or use not regulated by this material-specific provisions of Chapters 6, 54, 55 and 60 through 67, including asphyxiant, irritant and radioactive gasses, shall comply with this section in addition to other requirements of this chapter. The provisions of this chapter shall apply to new or existing systems." ."

Sec. 42-87. I.F.C.109. IFC – Section 5307.3, Liquid Insulated liquid carbon dioxide systems used in beverage dispensing applications.

Section 5307.3 Liquid Insulated liquid carbon dioxide systems used in beverage dispensing applications, is amended and readsin its entirety to read as follows:

"

"5307.3 LiquidInsulated liquid carbon dioxide systems with more than 100 pounds (45.4 kg) of carbon dioxide used in beverage dispensing applications."

Sec. 42-88. I.F.C. shall comply with Section 5704.2.9.65307.3.1, Locations where above-ground tanks are prohibited.."

Section 5704.2.9.6.1 Locations where above-ground tanks are prohibited, is amended to read as follows:

"*5704.2.9.6.1. Locations where above-ground tanks are prohibited.* The storage of Class I and II liquids in above-ground tanks shall conform to the geographic limits established in this code."

Sec. 42-89. I.F.C. Section 5706.2.4.4, Locations where above-ground tanks are prohibited.

Section 5706.2.4.4. Locations where above-ground tanks are prohibited, is amended to read as follows:

"*5706.2.4.4. Locations where above-ground tanks are prohibited.* The storage of Class I and II liquids in above-ground tanks shall conform to the geographic limits established in this code."

~~Sec. 42-90. I.F.C. Section 5806.2, Limitations.~~

~~*Section 5806.2 Limitations*, is amended to read as follows:~~

~~*"5806.2. Limitations.* Storage of flammable cryogenic fluids in stationary containers outside of buildings shall conform to the geographic limits established in this code."~~

~~Sec. 42-91. I.F.C. Section 6104.2, Maximum capacity within established limits.~~

~~*Section 6104.2. Maximum capacity within established limits*, is amended to read as follows:~~

~~*"6104.2. Maximum capacity within established limits.* Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons."~~

~~Sec. 42-92. I.F.C.~~

Sec. 42-110. IFC Chapter 80~~,~~ Referenced Standards.

Chapter 80 Referenced Standards, is hereby amended by addition of the following ~~section and subsection:~~

~~*Section 8001* Adoption of Standards~~

~~*"Section 8001.1* NFPA Standards. In every case where this code references a standard published by the National Fire Protection Association (NFPA), the most current edition of the~~ referenced standard~~ is hereby adopted. The most current edition of the referenced NFPA standard shall become effective on January 1st following publication and release of the standard."~~ :

NFPA 1140

Sec. 42-~~93. I.F.C. Table~~111. IFC Section B105.~~1(1).~~4 Rural water supplies.

~~*Table*~~

Section B105.~~1(1)~~ ~~shall be amended~~4, Rural water supplies, is hereby added under Appendix B to read as follows:

~~"Table B105.1(1)~~

~~REQUIRED FIRE-FLOW FOR ONE-AND TWO-FAMILY DWELLINGS, Group R-3 and R-4 BUILDINGS AND TOWNHOUSES~~

~~Sec. 42-94. I.F.C. Table B105.2.~~

~~*Table B105.2* shall be amended to read as follows:~~

~~"Table B105.2~~
~~REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOMES~~

~~For SI: 1 gallon per minute = 3.785 L/min.~~

~~a. The reduced fire-flow shall not be less than 1,500 gallons per minute.~~

~~b. The reduced fire-flow shall not be less than 1,500 gallons per minute."~~

~~Sec. 42-95. I.F.C.~~

"B105.4 Rural water supplies. The minimum fire-flow and flow duration requirements for one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses in rural areas shall have a water supply system which is capable of providing two hundred fifty (250) gallons per minute (GPM) fire flow, with water storage sufficient to maintain the fire flow for a duration of two (2) hours.

Exception: The total fire flow can be reduced by 50% when the entire development has an automatic fire sprinkler system installed in accordance with Section 903.3.1.3 including automatic fire sprinkler protection within the garage of the structures."

Sec. 42-112. IFC Section D102.1~~,~~ Access and loading.

Section D102.1. Access and loading, is hereby amended in its entirety to read as follows:

"

"D102.1. Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete~~, or other approved driving surface~~ capable of supporting the imposed load of fire apparatus weighing at least ~~85~~90,000 pounds~~ (38,636 kg)."~~."

Sec. 42~~-96. I.F.C. Figure~~.113. IFC – Section D103.~~1, Dead end fire apparatus access road turnaround~~2 Grade.

~~*Figure D103.1 Dead end fire apparatus access road turnaround*~~

Section D103.2 Grade, is hereby amended in its entirety to read as follows:

~~"*D103.1 Dead end fire apparatus access road turnaround.* The portion of the figure entitled ninety-six (96) foot (29260.8 mm) diameter cul-de-sac shall be titled ninety (90) foot (27432 mm) diameter cul-de-sac and indicate that the diameter of the cul-de-sac is 90 feet (27,432 mm)."~~

~~The remaining provisions of Figure D103.1 shall remain unchanged.~~

"*D103.2 Grade*. Fire apparatus access roads shall not exceed 8% in grade."

Sec. 42-~~97. I.F.C.~~114. IFC - Section D103.6~~,~~ Signs.

Section D103.6. Signs, is hereby amended in its entirety to read as follows:
"

"*D103.6. Signs.* Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING-FIRE LANE signs that comply with City of Arvada Engineering Standards. Signs shall be posted on one or both sides of private streets, roads, or drives designated as fire apparatus access as required by Sections D103.6.1 or D103.6.2~~."~~."

Sec. 42-~~98. I.F.C. Figure D103.6, Fire Lane Signs.~~

~~*Fire Lane Signs* is deleted in its entirety.~~

~~Sec. 42-99. I.F.C.~~**115. IFC – Section ~~D103.6~~O102.4.1~~, Roads 20-26 feet in width~~ Quantities in excess of capacity limit.**

Section ~~D103.6~~O102.4.1~~. Roads 20-26 feet~~ Quantities in ~~width~~excess of capacity limit, is hereby a~~men~~dded to read as follows:

~~"*D103.6.1. Roads less than 30 feet in width.* Fire lane signs as specified in Section D103.6 shall be posted on both sides of private streets, roads, or drives designated as fire apparatus access that are less than 30 feet wide (9,144 mm). Installation method of fire lane signs shall be in accordance with City of Arvada Engineering Standards."~~

"*O102.4.1. Quantities in excess of capacity limit.* Trash and recyclables not able to fit within the approved container with a closed lid shall be placed into the site's dumpster or trash collection receptacle and not within the corridor."

Sec. 42-~~100. I.F.C.~~ 116. IFC – Section O102.6 Container Lids.

Section ~~D103.6.2, Roads more than 26 feet in width.~~

~~*Section D103.6.2. Roads more than 26 feet in width*~~*O102.6 Container lids,* is hereby a~~men~~dded to read as follows:

~~"*D103.6.2. Roads 30 to 34 feet in width.* Fire lane signs as specified in Section D103.6 shall be posted on one side of private streets, roads, or drives designated as fire apparatus access that are 30-34 feet wide (9,144 mm- 10,363 mm). Installation method of fire lane signs shall be in accordance with City of Arvada Engineering Standards."~~

~~**Secs. 42-101—42-109. Reserved.**~~

"*O102.6. Container lids.* All valet trash and recycling container lids shall be self-closing."

Sec. 42-117. IFC – Section O104 Additional Requirements.

Section O104. Additional requirements, is hereby amended by adding the following subsections:

"O104.4. Automatic sprinkler systems. An automatic sprinkler system shall be installed in accordance with **Chapter 9**."

"*O104.5. Door closing.* Each dwelling unit shall have an operable self-closing door from the living space to the corridor in accordance with **Section 716.2.6.1**.

"*O104.6. Emergency planning and preparedness.* Each complex shall create an emergency guide describing the location, function, and use of fire protection equipment and appliances available for use by residents, including fire alarm systems, smoke alarms, and portable fire extinguishers. Guides shall include fire evacuation plans in accordance with **Section 404.2.1** and fire safety plans in accordance with **Section 404.2.2** for each dwelling and distributed to each resident."

ARTICLE III. FIRE RESTRICTIONS OR BANS

Sec. 42-11~~0~~8. Legislative declaration, purpose, and scope.

(a) ~~(a)~~ *Legislative declaration.* The ~~city council~~City Council finds that establishing laws, regulations, and procedures that safeguard life and property from fire and explosion dangers arising from hazardous conditions is necessary to protect the health, safety, and welfare of the public. The ~~city council~~City Council also finds that ~~c~~County and AFPD officials have the necessary expertise to determine when Stage 1 fire restrictions or a Stage 2 fire ban is necessary to protect the public~~'~~'s health, safety, and welfare.

(b) ~~(b)~~ *Purpose.* The purpose of this ~~article~~ordinance is to provide for the regulation of open fires or burning, or recreational fires, when atmospheric or other local conditions increase the danger of wild or other uncontrolled fires.

(c) ~~(c)~~ *Scope.* This ~~a~~Article does not apply to:

(1) ~~(1)~~ A fire specifically authorized by permit issued by the fire code official having jurisdiction over the fire location including, but not limited to: a fire permitted as part of a professional fireworks display, permitted as part of the use of a pyrotechnics device or of pyrotechnics, or a permitted bonfire; or

(2) ~~(2)~~ An open fire or open burning activity by any federal, state, or local fire protection employee as part of an authorized training exercise or otherwise in the performance of an official fire suppression function.

Sec. 42-11~~1~~9. Definitions.

Except as set forth herein, or except where the context clearly indicates otherwise, words, terms, and phrases used in this article shall have the meanings ascribed to them in the International Fire Code as adopted by the ~~c~~City.

AFPD means the Arvada Fire Protection District.

~~*City manager* means the Arvada City Manager or his or her designee.~~

~~*City's boundaries* mean the boundaries of the City of Arvada that delineate the incorporated areas of the city regardless of the county that the area is within.~~

County means the Critical Incident Response Section of the Jefferson County~~, the Jefferson County Board of County Commissioners, or the Jefferson County Sheriff.;p0;~~ Sheriff's Office.

Hot work means operations including, but not limited to, cutting, welding, Thermit welding, brazing, soldering, grinding, thermal spraying, thawing pipe, installation of torch-applied roof systems, or any other similar activity. It also includes the operation of an electric or gas-fueled portable powered welder or cutting appliance that produces heat, flame, sparks, or molten metal slag.

Liquid- or gas-fueled appliance means any equipment or device that burns liquid or gaseous fuel that can be shut off by means of a switch or other mechanical means and that is designed or intended for use outdoors to produce heat for pleasure, religious, ceremonial, cooking, warmth, or similar purposes. This includes, but is not limited to, a liquid- or gas-fueled camp stove, fire pit, or grill.

City Manager means the Arvada City Manager or his or her designee.

Open fire or open burning has the meaning set forth in the International Fire Code. It also includes a fire or combustion of materials created as a result of hot work, or a fire in a tethered or untethered sky lantern. For purposes of enforcement of this ~~a~~Article, and notwithstanding any other provision of this Code, any fire that is not a recreational fire shall be deemed to be an open fire.

Portable outdoor fireplace means a portable, outdoor solid-fuel-burning fireplace that may be constructed of steel, concrete, clay, or other noncombustible material. A portable outdoor fireplace may be open in design or may be equipped with a small hearth opening and a short chimney or chimney opening in the top. This type of fireplace is sometimes known as a chiminea.

Recreational fire means an outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator and that has a total fuel area of ~~three~~3 feet (914 mm) or less in diameter and ~~two~~2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking, warmth, or similar purposes. For purposes of this article, a recreational fire includes, but is not limited to, a fire in a charcoal barbeque grill, a barbeque pit, a fire pit, or a fixed, permanent outdoor fireplace that is fueled by charcoal, wood, or other solid fuel, a fire in a barrel or drum, a

fire in a portable outdoor fireplace, or a fire in a tiki torch, or in a similar device, object, or piece of equipment. It also includes any fire created as a result of the use of liquid- or gas-fueled appliance.

Stage 1 fire restriction or *restrictions* mean a limitation or limitations on building, maintaining, or attending to a recreational fire, an open fire, or on acts related to, or that may create, open burning, and as further described in section 42-105 of this ~~a~~Article.

Stage 2 fire ban means a limitation or limitations on building, maintaining, or attending to a recreational fire, an open fire, or on acts related to, or that may create, open burning, and as further described in section 42-106 of this ~~a~~Article.

Undeveloped area means publicly or privately owned land that is not landscaped, groomed, manicured through frequent and regular mowing, or watered by means other than natural precipitation, or any area where vegetation has been allowed to grow in a natural environment or manner such that it may reasonably be deemed an undue wild fire hazard.

Sec. 42-1~~1~~20. Authority~~ and applicability~~.

~~(a) *Authority.*~~ The ~~city manager~~City Manager may declare~~, modify, upgrade, downgrade, issue or lift a stay of,~~ and implement~~, or withdraw~~ Stage 1 fire restrictions, or a Stage 2 fire ban ~~as set forth in this article.~~

~~(b) *Applicability.* This article applies to all incorporated areas within~~ based upon and following the ~~city's boundaries regardless of which county the area is within.~~

~~Sec. 42-113. Fire~~ declaration of fire restrictions or a fire ban by ~~declaration; notice and withdrawal~~the County or by recommendation of the AFPD.

~~(a)~~

Sec 42-121. Declaration ~~by~~and notice.

(a) *Issuance of the ~~county.~~ ~~When~~declaration.* Within a reasonable time after the ~~c~~County declares fire restrictions or a fire ban ~~within any~~ to be in effect in unincorporated ~~area of the county that is within fifteen miles of any portion of~~ areas of the ~~city's boundaries, there shall be in effect immediately for all areas within the city's boundaries~~ County, or the AFPD recommends the imposition of fire restrictions or a fire ban, the City Manager may declare Stage 1 fire restrictions ~~if fire restrictions have been declared~~ or a Stage 2 fire ban ~~if a fire ban has been declared.~~ to be in effect within or upon any area within the City by publishing notice of the restrictions or ban on the City's website. Subject to available resources, the City Manager may cause the declaration to be published on other social media sites of the City Manager's choosing, or by other means deemed reasonably necessary to implement or publicize the restrictions or ban.

~~(1) *Notice—Declaration by the county.* As soon as practicable after~~

Contents of the declaration ~~by the county of fire restrictions or a fire ban, the city manager will post notice~~. The declaration of the existence of Stage 1 fire restrictions or a Stage 2 fire ban ~~on~~must specify the ~~city's website. The failure of~~date the ~~city manager to publicize that fire~~ restrictions or ~~a fire~~ ban ~~is in effect as set forth in this subsection does not affect in any way~~begins and the ~~enforcement within the city's boundaries~~geographic parameters of the ~~Stage 1 fire restrictions or Stage 2 fire ban that is in effect upon declaration by the county.~~

~~(2) *Modification of*~~ restrictions or ban. The ~~city manager may upon recommendation of the AFPD declare that~~declaration must specify whether Stage 1 fire restrictions or a Stage 2 fire ban ~~that is in effect upon declaration by the county be modified by limiting the area in which the fire restrictions or fire ban is in effect within the city's boundaries, by upgrading Stage 1 fire restrictions to a Stage 2 fire ban, or by downgrading a Stage 2 fire ban to Stage 1 fire restrictions. Notice of any modification must be posted on the city's website and will be in effect on or after the date and time specified in the notice.~~

~~(3) *Issuance of stay of restrictions or ban.* The city manager upon the recommendation of the AFPD may issue a stay of any Stage 1 fire restrictions or Stage 2 fire ban going into effect within the city's boundaries upon declaration by the county. To issue the stay, the city manager must post notice on the city's website that notwithstanding the county declaring fire restrictions or a fire ban for an unincorporated area of the county that is within fifteen miles of any portion of the city's boundaries, no restrictions or ban will be in effect within the city's boundaries for the duration specified in the notice or unless the city manager otherwise declares that Stage 1 fire restrictions or a Stage 2 fire ban is in effect in accordance with subsection (b) of this section.~~

~~(b) *Declaration by the city manager.* Upon the recommendation of the AFPD, the city manager may declare Stage 1 fire restrictions or a Stage 2 fire ban to be in effect within the city's boundaries.~~

~~(1) *Notice—Declaration by the city manager.* Upon declaring that Stage 1 fire restrictions or a Stage 2 fire ban is in effect, the manager will post notice of the restrictions or ban on the city's website. The restrictions or ban are only enforceable on or after the date and time specified in the notice.~~

(b) ~~(c) *Notices generally—Issuance and contents of.* Subject to available resources, the city manager may publish any notice required under this section on social media sites other than the city's website and by other means deemed reasonable by the city manager. A notice issued by the city manager under this section should be tailored to the circumstances calling for the notice. The notice must specify the date and time that the restrictions or ban went or will go into effect, the geographic parameters of the restrictions or ban, any modifications made by the city manager to the restrictions or ban~~is in place, and the general nature of the activities prohibited and allowed under the restrictions or ban. In addition, the ~~notice~~declaration must reference this article of the Code.

~~(1) Any notice posted by the city manager pursuant to this section~~

(c) *Other information.* The declaration may specify measures citizens may take to reduce the possibility of, or to prevent, uncontrolled fires, and to extinguish fires that do occur. ~~Any~~ The notice may remind the public that the possession, manufacture, storage, sale, handling, and use of fireworks, and the discharge of firearms, are ~~always~~ prohibited ~~within the city.~~ throughout Arvada.

(d) ~~(d)~~ *Withdrawal~~. Upon the~~ of the declaration.* The declaration may be withdrawn by the City Manager after a County declaration has been lifted, after the AFPD has withdrawn its fire restrictions or ban recommendation~~ of the AFPD~~, or otherwise upon a finding by the ~~city manager~~City Manager that there exists competent evidence to lift ~~Stage 1 fire~~the restrictions or ~~a Stage 2 fire~~ ban~~ that is in effect upon declaration by the county or~~, and by the ~~city manager, the city manager may withdraw the Stage 1 fire restrictions or Stage 2 fire ban. The city manager must post notice~~publication of the withdrawal of the declaration on the ~~c~~City~~'~~'s website~~ and the withdrawal of any fire restrictions or fire ban is not effective until the~~. The notice must specify the date ~~and time specified in the withdrawal notice.~~the declaration is withdrawn. The notice may specify the reason or reasons ~~for the withdrawal.~~ the declaration is withdrawn. Subject to available resources, the City Manager may also publish the withdrawal of the declaration on other social media sites or by other means deemed reasonable by the City Manager.

Sec. 42-~~114.~~ 122. Stage 1 fire restrictions~~—U~~ – unlawful acts.

(a) ~~(a)~~ *Fire restrictions generally.* Notwithstanding any other provision of this Code, it shall be unlawful for a person to build, maintain, attend to, or use a recreational fire or an open fire within the ~~city's boundaries~~City after a Stage 1 fire restrictions ~~are in effect.~~ declaration has been issued by the City Manager.

Exceptions: The following acts or activities are allowed during a declared Stage 1 fire restrictions period:

1. ~~(1)~~ Smoking, if it is done in an enclosed vehicle or building, or outdoors in an area that is more than thirty feet from an undeveloped area, and then, only if smoking is otherwise allowed under existing state and local smoking laws.
2. ~~(2)~~ The use of a recreational fire, if it is contained within a permanently constructed fire grate upon private property or within a park, and if the fire is more than 30 feet from an undeveloped area.
3. ~~(3)~~ The use of a tiki torch or portable outdoor fireplace upon private property, or the use of a fire pit upon private property or within a park, if the tiki torch, portable outdoor fireplace, or fire pit is more than 30 feet from an undeveloped area.
4. ~~(4)~~ The use of a liquid- or gas-fueled appliance.
5. ~~(5)~~ The use of an Underwriters Laboratories (UL) listed wood pellet grill.
6. ~~(6)~~ The operation of a chain saw.
7. ~~(7)~~ Hot work operations if the work is performed in an area more than 30 feet from an undeveloped area.
8. ~~(8)~~ The burning of explosive wastes by the manufacturer of the explosives in an area zoned for industrial use, if the fire is supervised by the fire protection district.
9. ~~(9)~~ The use of an explosive initiation system requiring a burning fuse line.

Sec. 42-~~115.~~ 123. Stage 2 fire ban~~—U~~ – unlawful acts.

(a) ~~(a)~~ *Fire ban generally.* Notwithstanding any other provision of this Code, it shall be unlawful for a person to build, maintain, attend to, or use a recreational fire or an open fire within the ~~city's boundaries~~City after a Stage 2 fire ban ~~is in effect.~~ declaration has been issued by the City Manager.

Exceptions: The following acts or activities are allowed during a declared Stage 2 fire ban period:

1. ~~(1)~~ Smoking, if it is done in an enclosed vehicle or building, or outdoors in an area that is more than thirty feet from an undeveloped area, and then, only if smoking is otherwise allowed under existing state and local smoking laws.
2. ~~(2)~~ The use of a liquid- or gas-fueled appliance.
3. ~~(3)~~ The use of Underwriters Laboratories (UL) listed wood pellet grill.
4. ~~(4)~~ The operation of a chain saw equipped with a properly installed spark arresting device that is in good working order. The operator must also have readily available for quick use at all times while the saw is being operated an extinguishing source such as a pressurized water extinguisher, a proper chemical pressurized extinguisher that is large enough to handle nearby hazards, or sufficient water to extinguish any fire created through use of the saw. In addition, the operator must have in his or her possession at all times while the saw is being operated at least one pointed shovel with an overall length of at least 36 inches.
5. ~~(5)~~ Hot work operations if the work is performed in an area that is barren or cleared of all combustible material more ~~than~~ 30 feet in all directions from the

operating equipment, and with a permit from the fire code official having jurisdiction over the operating location.

Sec. 42-~~116.~~ 124. Initiation of prosecution.

(a) ~~(a)~~ *Initiation of prosecution.* When a peace officer finds any person has acted in violation of this article, he or she may issue a summons and complaint to that person, firm, or corporation by means set forth in ~~c~~Chapter 58 of this Code.

(b) ~~(b)~~ *Unattended or abandoned locations.* For unattended or abandoned locations, a copy of a summons and complaint shall be posted on the premises in a conspicuous place at or near the entrance to such premises, and the summons and complaint shall be mailed by certified mail, with return receipt requested or a certificate of mailing, to the last known address of the owner, occupant, or both.

Sec. 42-~~117.~~ 125. Penalty.

Any violation of this ~~a~~Article shall be punished by a fine or imprisonment not to exceed the limits established in section 1-5 of this Code.

CITY OF ARVADA

REPORT TO CITY COUNCIL ORDINANCE FIRST READING	AGENDA ITEM 8.C.3.

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: CB26-007, An Ordinance Enacting a New Chapter 106 of the City Code of the City of Arvada, Colorado Relating to the Establishment of the Arvada Wildfire Resiliency Code (Public Hearing to be set for March 24, 2026 at 6:15 p.m.)

Report in Brief

PRESENTER: Kyley Flynn, CBO
City Council will consider the adoption of the the new Arvada Wildfire Resiliency Code, based on the state minimum required Colorado Wildfire Resiliency Code which is based on the 2024 International Wildland Urban Interface Code- published by the ICC- International Code Council.

The Arvada team recommends that the City Council approve CB26-007, An Ordinance Enacting a New Chapter 106 of the City Code of the City of Arvada, Colorado Relating to the Establishment of the Arvada Wildfire Resiliency Code.

Financial Impact

There is no financial impact to the City as it relates to the adoption of building code.

Background

Per Senate Bill SB23-166, a Wildfire Resiliency Code Board was developed in the Division of Fire Prevention and Control (DFPC) to create the Colorado Wildfire Resiliency Code. Per this Senate Bill, municipalities that fall within the wildland urban interface and within a risk area, are required to adopt this minimum code which is based on the International Wildland Urban Interface Code, developed by the International Code Council (IWUIC- ICC). A portion of Arvada does fall within this zone and so we are mandated to adopt a wildfire code that is in compliance with the state of Colorado's minimum requirements. The City of Arvada, in partnership with Jefferson County, has created our own Arvada Wildfire Resiliency Code, to meet this state law and address specific conditions in Arvada and Jefferson County. This new code will be a step in the right direction for Arvada to help us prevent the spread of wildfires by protecting our community and in so doing, will help us create a more resilient Arvada.

Discussion

- The proposed Ordinance will enact a new Chapter- 106, concerning a new Arvada Wildfire Resiliency Code. This change, while state mandated, is also going to be very beneficial for our community in helping to build a more resilient community and protecting our citizens from the increasing risk of Wildfires that we face every day.
- Approval of the proposed ordinance will enhance life safety, fire protection and overall building resiliency within the City of Arvada. Adoption ensures the City remains aligned with nationally recognized standards and supports clear and reasonable minimum requirements for construction and operations within the city of Arvada.
- We are limited in what we can and cannot modify for this code adoption due to state of Colorado Law and this specific senate bill. If we choose not to adopt the minimum wildfire code then we will be in violation of this state law per

SB23-166. Additionally, not adopting a wildfire code would result in the city not having the minimum requirements to properly mitigate this growing risk for our community.

- There is no direct fiscal impact associated with adoption of the proposed ordinance. The recommended action and alternatives are cost and revenue neutral to the City's budget.

Public Contact

Posting of the City Council agenda

Commission Recommendation

At the time of this adoption, no quorum for the Building Code Advisory Board could be established due to vacancies and no response from a member. The Building Official and Fire Marshal met directly with the three remaining members and discussed the changes and recommendations from each member. Over all, staff received recommendations for a few changes which we have addressed and recommendations to move forward with adoption.

Strategic Alignment

Building Code adoption is in alignment with Strategic Result, Quality of Life: Foster an accessible and inclusive community that preserves and improves quality of life and ensures a safe and thriving place for all community members.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada Team recommends the City Council approve CB26-007, An Ordinance Enacting a New Chapter 106 of the City Code of the City of Arvada, Colorado Relating to the Establishment of the Arvada Wildfire Resiliency Code.

Suggested Motion:

I move that CB26-007, An Ordinance Enacting a New Chapter 106 of the City Code of the City of Arvada, Colorado Relating to the Establishment of the Arvada Wildfire Resiliency Code, be (approved on first reading, ordered published in full and a public hearing date be set for March 24, 2026, at 6:15 p.m.) (rejected).

Prepared by:
Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Kyley Flynn, Chief Building Official	02/06/2026
Jessica Garner, Director of Community and Economic Development	02/06/2026
Gail Walker, Legal Specialist-Contracts	02/12/2026
Kelsy Sargent, Assistant City Attorney	02/13/2026
Rachel Morris, City Attorney	02/17/2026

Allison Scheck, Deputy City Manager	02/17/2026
Don Wick, City Manager	02/17/2026

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 26-007
ORDINANCE NO.

AN ORDINANCE ENACTING A NEW CHAPTER 106 OF THE CITY CODE OF THE CITY OF ARVADA, COLORADO RELATING TO THE ESTABLISHMENT OF THE ARVADA WILDFIRE RESILIENCY CODE

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

Section 1. Chapter 106, Arvada Wildfire Resiliency Code, is hereby enacted and shall read as follows:

Chapter 106

ARTICLE I. IN GENERAL

Sec. 106-1. Rules of construction.

(a) *Scope.* Unless otherwise expressly stated, the following words and terms shall, for the purposes of this Code, have the meanings indicated in this chapter.

(b) *Interchangeability.* Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; And the singular number includes the plural and the plural the singular.

(c) *Terms defined in other codes.* Where terms are not defined in this code and are defined in other codes and regulations, such terms shall have the meaning ascribed to them as in those codes and regulations.

(d) *Terms not defined.* Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

(e) *Defined terms in this code.* Where terms defined by this code are used within this code, the term is italicized.

Sec. 106-2. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory Structure means a subordinate building, or portion of a main building, the use of which is incidental to that of the main building on the same lot. This includes detached garages, workshop, sheds, barns, coops, greenhouses, and detached living space.

Approved means acceptable to the *code official*.

Barn means a building used exclusively for the housing and care of horses or other permitted livestock, and for the storage of feed, hay, other farm crops, and farm or equine equipment. Barns may not be used for a garage or as a storage shed for items not associated with livestock or farm crops.

Building means any *structure* intended for supporting or sheltering any occupancy.

Class A Tests means tests applicable to *roof coverings* that are expected to be effective against severe fire exposure, before a high degree of fire protection to the *roof deck*, do not slip from position, and are not expected to present a flying brand hazard.

Code Official means the official designated by the jurisdiction to interpret and enforce this code, or the *code official's* authorized representative.

Defensible Space means an area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

Embellishments means elements incorporated in design and construction for ornamental or decorative purposes that are not integral to the *structure* or structural support.

Fire Intensity Classification means the level of fire intensity identified for areas where significant fuel hazards and associated dangerous fire behavior may exist, based upon vegetative fuels, topography, weather conditions, and flame length value.

Fire-Resistance-Rated Construction means the use of materials and systems in the design and construction of a *building* or *structure* to safeguard against the spread of fire within a *building* or *structure* and the spread of fire to or from *buildings* or *structures* to the *wildland-urban interface* area.

Fire-Retardant-Treated Wood means any wood product that, when impregnated with chemicals by a pressure process or other means during manufacture, shall have, when tested in accordance with ASTM E84 or UL 723, a listed *flame spread index* of 25 or less. The ASTM E84 or UL 723 test shall be continued for an additional 20 minute. And the flame front shall not progress more than 10.5 feet beyond the center line of the burners at any time during the test.

Flame Spread Index means comparative measure, expressed as the dimensionless number, derived from visual measurements of the spread of flame versus time for a material tested in accordance with ASTM 84.

Fuel Modification means a method of modifying fuel load by reducing the amount of non fire resistive vegetation or altering the type of vegetation to reduce the fuel load.

Habitable Space means a space in a *building* for living, sleeping, eating or cooking.

Historic Structure means any *building* or *structure* that has one or more of the following:

1. Listed, or certified as eligible for listing, by the state historic preservation office or Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under applicable state or local law.
3. Certified as contributing resource within the National Register, state designated or locally designated historic district.

Home Ignition Zone (Hiz) means the home and the area around the home which takes into account both the potential of the *structure* to ignite and the quality of *defensible space* surrounding it.

Ignition-Resistant Building Material means a type of *building* material that resists ignition or sustained flaming combustion sufficiently so as to reduce losses from wildfire exposure of burning embers and small flames.

Ignition-Resistant Building Materials shall comply with any of the following:

1. Material shall be tested on all sides with the extended ASTM E84 (UL 723) test or ASTM E2768, except panel products shall be permitted to test only the front and back faces. Panel products shall be tested with a ripped or cut longitudinal gap of 1/8 inch. Materials that, when tested in accordance with the test procedures set forth in ASTM E84 or UL 723 for a test period of 30 minutes, or with ASTM E2768, comply with the following:
    a. Flame spread. Material shall exhibit a *flame spread index* not exceeding 25 and shall not show evidence of progressive combustion following the extended 30-minute test.
    b. Flame front. Material shall exhibit a flame front that does not progress more than 10.5 feet beyond the centerline of the burner at any time during the extended 30-minute test.
    c. Weathering. *Ignition-resistant building materials* shall maintain their performance in accordance with this section under conditions of use. Materials shall meet the performance requirements for weathering (including exposure to temperature, moisture and ultraviolet radiation) contained in the following standards, as applicable to the materials and the conditions or use:
        i. Method A "Test method for Accelerated Weathering of *Fire-Retardant-Treated* Wood for Fire Testing" in ASTM D2898, for *fire-retardant treated wood*, wood-plastic composite and plastic lumber materials.
        ii. ASTM D7032 for wood-plastic composite materials.
        iii. ASTM D6662 for plastic lumber materials.
    d. Identification. Materials shall bear identification showing the fire test results.

Exception: Materials composed of a combustible core and a *noncombustible* exterior covering made from either aluminum at a minimum 0.019 inch (0.48 mm) thickness or corrosion-resistant steel at a minimum 0.0149 inch (0.38 mm) thickness shall not be required to be tested with a ripped or cut longitudinal gap.

Ignition-Resistant Vegetation means plants that are less likely to readily ignite from a flame or other ignition source and produce fewer embers. While they can still be damaged by fire, their foliage and stems don't significantly contribute to the intensity of the fire.

Log Wall Construction means a type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is not less than 6 inches. *Log wall construction* shall follow requirements of ICC 400.

Mass Timber Construction means as described in section 602.4 of the 2024 International Building Code. Also known as Type IV construction.

Multilayered Glazed Panels means window or door assemblies that consists of two or more independently glazed panels installed parallel to each other, having a sealed air gap in between, within a frame designed to fill completely the window or door opening in which the assembly is intended to be installed.

Noncombustible, as applied to *building* construction material, means and material that, in the form in which it is used, is one of the following:

1. Material of which no part will ignite and burn when subjected to fire.
2. Any material confirming to ASTM E136 shall be considered *noncombustible* within the meaning of this section.
3. For the purposes of this code, fire-rated gypsum board tested in accordance with ASTM C1396 with no less than a 1-hour fire-resistance-rating with fire exposure from the outside only is considered a *noncombustible* material.

Occupiable Space means a room or enclosed space designed for human occupancy in which individuals congregate for amusement, education or similar purposes or in which occupants are engaged at labor.

Roof Assembly means a system designed to provide weather protection and resistance to design loads. The system consists of a *roof covering* and *roof deck* or a single component serving as both the *roof covering* and *roof deck*. A *roof assembly* can include an underlayment, thermal barrier, ignition barrier, insulation or vapor retarder.

Roof Covering means the covering applied to the *roof deck* for weather resistance, fire classification or appearance.

Roof Deck means the flat or sloped surface not including its supporting members or vertical supports.

Slope means the variation of terrain from the horizontal; The number of feet rise or fall per 100 feet measured horizontally, expressed as a percentage.

Structure means that which is built or constructed. For the purposes of this code, fences are not considered a structure.

Structure Ignition Zone is the *structure* and the area around the *structure* (or home). The SIZ takes into account both the potential of the *structure* to ignite and the quality of *defensible space* surrounding it.

Tree Crown means the primary and secondary branches growing out from the main stem, together with twigs and foliage.

Wildfire Interface Specialist means an individual who meets the minimum training and experience requirements as required by the code official for conducting *structure ignition zone* inspections.

Wildland-Urban Interface Interior means that geographical area farther away from wildland vegetation than the *Interface Perimeter* where homes are primarily exposed to radiant heat and embers from adjacent homes as well as embers from burning vegetation. These areas have the potential for urban conflagrations.

Wildland-Urban Interface Perimeter means that geographical area adjacent to wildland vegetation where homes can be exposed to embers and radiant and convective heat from burning vegetation and adjacent homes. These areas have the potential for wildland fires to transition into urban conflagrations.

Wildland-Urban Intermix means that geographical area where the built environment intermingles with wildland vegetation and where homes are primarily exposed to embers and radiant and convective heat from burning vegetation.

Secs. 106-3 – 106-09. Reserved.

ARTICLE II. SCOPE AND ADMINISTRATION

Sec. 106-10. Scope and General Requirements.

(a) *Title.* Articles 1-5 of this code shall be considered a part of the Arvada Code. These regulations shall be known as, and shall be cited as, the "Arvada Wildfire Resiliency Code" and shall be referred to herein as "this code."

(b) *Scope.* The provisions of this code shall apply to the construction, exterior alteration, movement, exterior repair, and replacement of any *building or structure* within the *wildland-urban interface areas* in this jurisdiction. Existing non-habitable and non-*occupiable buildings* or *structures*, which undergo a change of occupancy to include habitable or *occupiable space*, shall comply with the provisions of this code for new *buildings* or *structures*. Although not considered a structure, new fences and retaining walls are required to follow the provisions of Article 5 in this code.

Buildings, structures, or conditions in existence at the time of the adoption of this code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided that such continued use does not constitute a distinct danger to life or property.

When portions of existing non-habitable and non-*occupiable buildings* or *structures* undergo a change of occupancy which includes a residential occupancy classification or single- or two-family dwellings, per the City's adopted Building Codes and Supplements the *building* or *structure* shall comply with the provisions of this code for new *buildings* or *structures*.

Buildings or *structures* moved into or within the jurisdiction shall comply with the provisions of this code for new *buildings* or *structures*.

(c) *Date effective.* This code shall become effective on July 1, 2026, and shall apply to *permits* applied for on or after July 1, 2026. Applications for *permits* made prior to July 1, 2026, shall be governed by the terms of the codes and regulations in effect at the time of application.

(d) *Purpose.* The purpose of this code is to establish minimum regulations for the safeguarding of life and for property protection. Regulations in this code are intended to mitigate the risk to life and *structures* from intrusion of fire from wildland fire exposures and fire exposures from adjacent *structures* and to mitigate *structure* fires from spreading to wildland fuels. The extent of this regulation is intended to be tiered commensurate with the relative level of hazard present.

The unrestricted use of property in *wildland-urban interface areas* is a potential threat to life and property from fire and resulting erosion. Safeguards to prevent the occurrence of fires and to provide adequate fire protection facilities to control the spread of fire in *wildland-urban interface areas* shall be in accordance with this code.

The standards in this code are incorporated into and are a part of the jurisdiction's adopted *Building C*odes and Supplements, and augment the jurisdiction's fire codes, to mitigate the fire- and life-safety hazards of the *wildland-urban interface areas*.

(e) *Retroactivity.* The provisions of the code shall apply to conditions arising after the adoption thereof, conditions not legally in existence at the adoption of this code and conditions that, in the opinion of the *code official*, constitute a distinct hazard to life or property.

> **Exception:** Provisions of this code that specifically apply to existing conditions are retroactive.

(f) *Additions or alterations.* Additions or alterations shall be permitted to be made to any *building* or *structure* without requiring the existing *building* or *structure* to comply with all of the requirements of this code, provided that the addition or alteration conforms to that required for a new *building* or *structure*.

Exception: Provisions of this code that specifically apply to existing conditions are retroactive.

Additions or alterations shall not be made to an existing *building* or *structure* that will cause the existing *building* or *structure* to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing *building* or *structure* to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing *building* or *structure* to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

(g) *Maintenance. Buildings*, *structures*, landscape materials, vegetation, *defensible space* or other devices or safeguards required by this code shall be maintained in conformance to the code edition under which installed. The owner or the owner's authorized agent shall be responsible for the maintenance of *buildings*, *structures*, landscape materials and vegetation.

Sec. 106-11. Applicability.

(a) *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where, in any specific case, different sections of this code, or any other adopted City code or regulation, specify different materials, methods of construction or other requirements, the most restrictive shall govern.

(b) *Other Laws.* The provisions of this code shall not be deemed to nullify any provisions of local, state, or federal law.

(c) *Application of references.* Certain additional codes and standards are referenced in this code and are listed throughout. Such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in the below subsections (1) and (2).

(1) Conflicts. Where conflicts occur between provisions of this code and the referenced codes and standards, the most restrictive shall apply.

(2) Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

(d) *Subjects not regulated by this code.* Where applicable standards or requirements are not set forth in this code, or are contained within other laws, codes, regulations, ordinances or policies adopted by the jurisdiction, compliance with applicable standards of other nationally recognized safety standards, as *approved*, shall be deemed as prima facie evidence of compliance with the intent of this code. Nothing herein shall derogate from the authority of the *code official* to determine compliance with codes or standards for those activities or installations within the *code official's* jurisdiction or responsibility.

(e) *Matters not provided for.* Requirements that are essential for the public safety of an existing or proposed activity, *building* or *structure*, or for the safety of the occupants thereof, which are not specifically provided for by this code, shall be determined by the *code official* consistent with the necessity to establish the minimum requirements to safeguard the public health, safety and general welfare.

(f) *Partial Invalidity.* In the event any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

(f) *Exemptions: Work exempt from the requirements of this code.* Exemptions from code requirements shall not be deemed to grant authorization for any work that violates the provisions of this code or any other laws, ordinances, regulations or rules of the jurisdiction. This code does not apply to:

(1) Alterations that only affect the interior of existing *structures*.
(2) The reconstruction, replacement, alteration, or repair of the exterior walls of an existing *building*, when less than 25 percent of the surface area of all exterior walls is affected.
(3) The reconstruction, replacement, alteration, or repair of the existing exterior *roof covering* of an existing *building* when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.
(4) Alterations or repairs to the exterior of an existing *structure*, or an attachment to it, when less than 25 percent of the exterior of the *structure* is affected by the alteration or repair.
(5) Painting, staining, and similar maintenance or restorative work.
(6) Materials and methods of construction, when required to maintain a *building's* or *structure's* continued designation as a *historic structure*, are exempt from the requirements of this code.
(7) One story detached accessory, non-habitable *structures*, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent *occupiable* structure. The distance between structures is measured from the outermost point of the structures.
(8) *Barns* used exclusively to house livestock, store livestock feed, store farm products, protect equipment, or manage agricultural waste, located more than 50 feet from a *structure* containing *occupiable* or *habitable space*. The distance between structures is measured from the outermost point of the structures.
(9) Fences located more than 8 feet from the outermost point of a habitable structure.

Sec. 106-12. Code Compliance Agency.

(a) *Creation of Agency.* The Arvada Building Safety Division and the Fire Protection Districts within Arvada are hereby designated as the code compliance agencies and the officials in charge thereof shall be known as the *code officials*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

(b) *Code Official*. The *code official* is the Chief Building Official, Fire Code Official or their designee.

(c) *Deputies.* The *code official* shall have the authority to appoint deputy *code officials*, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the *code official*.

Sec. 106-13. Duties and Powers of the Code Official.

(a) *Powers and duties of the code official.* The *code official* is hereby authorized to enforce the provisions of this code.

(b) *Determination of compliance.* The *code official* shall have the authority to determine compliance with this code, to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures:

(1) Shall be in compliance with the intent and purpose of this code.

(2) Shall not have the effect of waiving requirements specifically provided for in this code.

(c) *Technical assistance.* Documentation concerning the application of this Code and decisions or actions of the building official shall be kept in accordance with Arvada's adopted records retention schedule.

(1) Costs. A technical opinion and report shall be provided without charge to the jurisdiction.

(2). Preparer qualifications. The technical opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

(3) Content. The technical opinion and report shall analyze the properties of the design, operation or use of the *building* or premises, the facilities and appurtenances situated thereon and fuel management to identify and propose necessary recommendations.

(4) Tests. Where there is insufficient evidence of compliance with the provisions of this code, the *code official* shall have the authority to require tests as evidence of compliance. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized test standards, the *code official* shall approve the testing procedures. Such tests shall be performed by a party acceptable to the *code official*.

(d) *Alternative materials, design, and methods.* The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative is not specifically prohibited by this code and has been *approved*.

(1) Approval authority. An alternative material, design or method shall be *approved* where the *code official* finds that the proposed alternative is satisfactory and complies with the below subsections (2) through (7), as applicable.

(2) Application and disposition. A request to use an alternative material, design or method of construction shall be submitted in writing to the *code official* for approval. Where the alternative material, design or method of construction is not *approved*, the *code official* shall respond in writing, stating the reasons the alternative was not *approved*.

(3) Compliance with code intent. An alternative material, design or method of construction shall comply with the intent of the provisions of this code.

(4) Equivalency criteria. An alternative material, design or method of construction shall, for the purpose intended, be not less than the equivalent of that prescribed in this code with respect to all of the following, as applicable:

(i) Quality.
(ii) Strength.
(iii) Effectiveness.
(iv) Durability.
(v) Safety, other than fire safety.
(vi) Fire safety.

(5) Tests. Tests conducted to demonstrate equivalency in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official*.

(i) Fire tests. Tests conducted to demonstrate equivalent fire safety in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict fire safety performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official*.

(6) Reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall comply with the below subsections (i) and (ii).

(i) Evaluation reports. Evaluation reports shall be issued by an *approved* agency and use of the evaluation report shall require approval by the *code official* for the installation. The alternate material, design or method of construction and product evaluated shall be within the scope of the *code official's* recognition of the *approved* agency. Criteria used for the evaluation shall be identified within the report and, where required, provided to the *code official.*

(ii) Other reports. Reports not complying with the above subsection (i) shall describe criteria, including but not limited to any referenced testing or analysis, used to determine compliance with code intent and justify code equivalence. The report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official.* The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

(7) Peer review. The *code official* is authorized to require submittal of a peer review report in conjunction with a request to use an alternative material, design or method of construction, prepared by a peer reviewer that is *approved* by the *code official*.

(e) *Modifications.* Where there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases, provided that the *code official* shall first find that one or more special individual reasons make the strict letter of this code impractical, that the modification is in conformance with the intent and purpose of this code, and that such modification does not lessen health, life and fire safety requirements. The details of the written request and action granting modifications shall be recorded and entered into the files of the code enforcement agency.

(f) *Applications and permits.* The *code official* is authorized to receive applications, review construction documents and issue permits for construction regulated by this code, and inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

(g) *Right of Entry.* Where it is necessary to make an inspection to enforce the provisions of this code, or where the *code official* has reasonable cause to believe that there exists in a *structure* or on any premises a condition that is contrary to or in violation of this code that makes the *structure* or premises unsafe, dangerous or hazardous, the *code official* is authorized to enter the *structure* or premises at all reasonable times to inspect or to perform the duties imposed by this code. If such *structure* or premises is occupied, the *code official* shall present proper credentials to the occupant and request entry. If such *structure* or premises is unoccupied, the *code official* shall first make a reasonable effort to locate the owner, the owner's authorized agent or other person having charge or control of the *structure* or premises and request entry. If such entry is refused, then the *code official* shall have recourse to every remedy provided by law to secure entry.

(1) Warrant. Where the *code official* has first obtained a proper inspection warrant or other remedy provided by law to secure entry, an owner, the owner's authorized agent, occupant or person having charge, care or control of the *structure* or premises shall not fail or neglect, after a proper request is made as herein provided, to permit entry therein by the *code official* for the purposes of inspection and examination pursuant to this code.

(h) *Identifications.* The *code official* shall carry proper identification when inspecting *structures* or premises in the performance of duties under this code.

(i) *Notices and orders.* The *code official* shall issue all necessary notices or orders to ensure compliance with this code. Notices of violations shall be in accordance with the violation

procedures related to the adopted Arvada Building Codes and Supplements or the Arvada Zoning Resolution, as may be applicable.

(j) *Official records.* Official records shall be maintained in accordance with the Colorado Open Records Act and City record retention policies.

(k) *Approved materials and equipment.* Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

(1) Materials and equipment reuse. Materials, equipment and devices shall not be reused unless such elements are in good working order and *approved*.

Sec. 106-14. Permits.

(a) *General.* Within the *wildland-urban interface* Class 1 and Class 2 Areas, *structure* hardening will be regulated as part of and through the permit process specified in the adopted Arvada Building Codes and Supplements. Site and area regulations will be regulated as part of and through the *defensible space* permit process specified in the Arvada Zoning Resolution.

The code official is authorized to stipulate conditions for permits. Permits shall not be issued where public safety would be at risk, as determined by the code official.

(b) *Permit application.* In obtaining permits, every such application shall:

(1) Identify the Wildland-Urban Interface Class.
(2) Identify and describe the work, activity, operation, practice or function to be covered by the permit for which application is made.
(3) Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed *building*, work, activity, operation, practice or function.
(4) Indicate the use or occupancy for which the proposed work is intended.
(5) Be accompanied by plans, diagrams, computation and specifications and other data as required to determine compliance.
(6) Give such other data and information as required by the *code official*.

(c) *Preliminary inspection.* Before a permit is issued, the *code official* is authorized to inspect and approve the systems, equipment, *buildings*, devices, premises and spaces or areas to be used.

(d) *Refusal to issue a permit.* Where the application or construction documents do not conform to the requirements of pertinent laws, the *code official* shall reject such application in writing, stating the reasons therefor.

(e) *Validity of permit.* The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits

presuming to give authority to violate or conceal the provisions of this code or other ordinances of the jurisdiction shall not be valid.

(f) *Revocation of permits.* The *code official* is allowed to, in writing, suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this code.

Sec. 106-15. Fees.

(a) *Payment of fees.* Fees for permits, if required, shall be in accordance with the Building Permit Fee schedule and/or the Development Application & Permit Fee schedule adopted by the city of Arvada. A permit shall not be valid until the fees prescribed by law have been paid. An amendment to a permit shall not be released until the additional fee, if any, has been paid.

Sec. 106-16. Inspections.

(a) *General.* Inspections shall generally be conducted as specified in adopted Arvada Building Codes and Supplement, as applicable.

Sec. 106-17. Enforcement.

(a) *General.* Enforcement of this code shall be in accordance with the adopted Arvada Building Codes and Supplements, or the Arvada Land Development code, as applicable.

Sec. 106-18. Appeals.

(a) *General.* Appeals shall be as specified in the adopted Arvada Building Codes, the Building Code Supplements, or in the Arvada Zoning Resolution, as each may be applicable.

Generally, the Building Code Advisory Board has authority to hear and decide appeals or orders, requirements or decisions of the *code official* relating to the application and interpretation of Article 1, 2, and 4 of this code or arising out of the permitting process set forth in the adopted Arvada Building Codes and Supplements.

The Arvada Building Code Advisory Board has authority to hear and decide appeals or orders, requirements or decisions of the *code official* relating to the application and interpretation of Articles 3 and 5 of this code or arising out of the permitting process set forth in the Arvada Code.
An applicant for an appeal arising out of the administration of the provisions of this code that are incorporated into or are a part of both the Arvada Building Codes and Supplements elect to have the Building Code Advisory Board hear the entirety of the appeal.

Secs. 106-19– 106-29. Reserved.

ARTICLE III. WILDFIRE HAZARD IDENTIFICATION

Sec. 106-30. General.

(a) *Scope.* Inspections shall generally be conducted as specified in adopted Arvada Building Codes and Supplement, as applicable.

Sec. 106-31. Wildland-Urban interface and designations.

(a) *Declaration.* Inspections shall generally be conducted as specified in adopted Arvada Building Codes and Supplement, as applicable.

Sec. 106-32. Mapping and applicability.

(a) *Applicability of code provisions.* The requirements of this code shall apply to all parcels located within designated *wildland-urban interface and intermix* areas derived from corresponding *fire intensity classifications* and ember exposure areas as identified on the Arvada Wildland-Urban Interface Overlay District map. The level of structure hardening, *defensible space*, and other mitigation measures required shall correspond to the applicable *wildland-urban interface* classification, Class 1 Intermix or Class 2 Interface.

Structures and parcels identified with low *fire intensity classification* and are therefore located in the *Interface Perimeter* and *Interface Interior* zones shall be constructed and maintained in accordance with provisions for Class 1 Interface *structure* hardening and site and area requirements.

Structures and parcels identified with moderate to high *fire intensity classification*s and therefore are in the *Intermix* zone shall be constructed and maintained in accordance with the provisions for Class 2 Intermix *structure* hardening and site and area requirements.

Sec. 106-33. Mapping amendment process.

(a) *General.* Property owners, or their representatives, who disagree with the *wildland-urban interface* mapped areas, can submit a formal application for a map amendment pursuant to the process set forth by the *code official*.

Secs. 106-34– 106-49. Reserved.

ARTICLE IV. STRUCTURE HARDENING

Sec. 106-50. General.

(a) *Scope.* Exterior design and construction of *buildings* and *structures* within the *wildland-urban interface* areas of Arvada shall be constructed in accordance with this Article.

Sec. 106-51. Class 1 interface structure hardening.

(a) *General.* Class 1 *structure* hardening shall be in accordance with Sec. 106-51(b) through (j) and shall apply to *buildings* and *structures* hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* Class 1.

(b) *Roofing.* Roof shall have a *roof assembly* classified as *Class A* when tested in accordance with ASTM E108 or UL790.

(1) Flame and ember protection of roofs**.** For roof assemblies where the *roof covering* profile creates a space between the *roof covering* and *roof deck*, the space shall resist the entry of flames and embers by one or more of the following methods:

(i) Fire stopping, with *noncombustible material*, of the space between the *roof covering* and the *roof deck*.
(ii) Installation of one layer of cap sheet complying with ASTM D3909 over the combustible *roof deck*.
(iii) Installation of a listed *Class A* classified *roof assembly*.

(2) Open valley flashings**.** Open valley flashing shall not be less than 0.019 inch (No. 26 galvanized sheet gauge) corrosion resistant metal installed over a minimum 36-inch-wide underlayment consisting of one layer of cap sheet complying with ASTM D3909 running the full length of the valley.

(c) *Gutters and downspouts.* Gutters and downspouts shall be constructed of *noncombustible* material.

(d) *Ventilation openings.* Ventilation openings for enclosed attics, enclosed rafter spaces, and under floor spaces shall be in accordance with Sec. 106-51(d)(1) or Sec. 106-51(d)(2) as applicable.

(1) Performance requirements**.** Ventilation openings shall be fully covered with listed vents, tested in accordance with ASTM E2886, to demonstrate compliance with all of the following requirements:

(i) There shall be no flaming ignition of the cotton material during the Ember Intrusion Test.
(ii) There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test.
(iii) The maximum temperature of the unexposed side of the vent shall not exceed 662°F (350°C).

(2) Prescriptive requirements**.** Ventilation openings for enclosed attics, enclosed rafter spaces, and under floor spaces shall be covered with *noncombustible* corrosion resistant mesh with openings not to exceed 1/8 inch.

(e) *Exterior wall.* Exterior walls shall be limited to the following:

(1) Vinyl siding as part of or applied to exterior wall assemblies with a 1-hour-fire-resistance rating, rated for exposure on the exterior side.
(2) Vinyl siding over *noncombustible* sheathing.
(3) A wall covered with *noncombustible siding.*
(4) A wall covered with *fire-retardant-treated wood siding.*
(5) A wall covered with *siding* made of *ignition resistant building materials.*
(6) *Mass timber* or *log wall construction.*

Such materials shall extend from the top of the foundation to the underside of the eave or the underside of the roof sheathing. Exterior wall coverings shall be labeled for exterior use or shall be covered by a material labeled for exterior use.

Exceptions:

1. Exterior wall *embellishments* and architectural trim (exclusive of trim on exterior windows and doors) not to exceed 5 percent of the square footage of exterior walls.
2. Roof or wall top cornice projections and similar assemblies.
3. Solid wood rafter tails and solid wood blocking installed between rafters having a minimum dimension of 2 inches nominal.

(f) *Flashing.* A minimum of 6 inches of metal flashing or *noncombustible* material applied vertically between the wall sheathing and the exterior cladding shall be installed at the ground, decking, and roof intersections.

Combustible sheathing products exposed by the gap created at the base of the exterior walls, posts, or columns must be protected with *noncombustible* material or *ignition-resistant building materials* while still permitting drainage and moisture control from behind exterior cladding.

(g) *Exterior glazing.* Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, *multilayered glazed panels*, glass block or have a fire protection rating of not less than 20 minutes.

(h) *Underfloor enclosure. Buildings* or *structures* shall have underfloor areas enclosed to the ground with exterior walls in accordance with Sec. 106-51(e).

Exception: Complete enclosure shall not be required where the underside of exposed floors and exposed structural columns, beams and supporting walls are protected as required for exterior one hour *fire-resistance-rated construction* or *mass timber construction* or *fire-retardant-treated wood*.

(i) *Decks, appendages, and projections.* Decks and other unenclosed *accessory structures* attached to *buildings* shall be constructed of materials per the following:

(1) Deck surface. *Noncombustible* material, *approved* wood thermoplastic composite lumber with an ASTM E84 *flame spread index* no greater than 200, *ignition-resistant building materials* or any *approved Class A roof assembly*.

(2) Deck framing. Deck framing shall be constructed of one of the following:

(i) One-hour *fire-resistance-rated construction*.
(ii) *Mass timber construction*.
(iii) *Approved noncombustible* materials.
(iv) *Fire-retardant-treated wood.*
(v) *Ignition-resistant building materials.*
(vi) Wood with a minimum nominal thickness of at least two inches for joists and four inches for beams and columns or posts. Multi-ply beams and posts with an equivalent nominal four-inch thickness are allowed.

(j) *Vehicle access door perimeter gap*. Exterior vehicle access door shall resist the intrusion of embers from entering by preventing gaps between doors and door openings, at the head, sill, and jam of doors from exceeding 1/8 inch.

Gaps between doors and door openings shall be controlled by one of the following methods.

(1) Deck surface. Weather-stripping products made of materials that: (a) have been tested for tensile strength in accordance with ASTM D638 (Standard Test Method for Tensile Properties of Plastics) after exposure to ASTM G155 (Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials) for a period of 2,000 hours, when the maximum allowable difference in tensile strength values between exposed and non-exposed samples does not exceed 10 percent; and (b) exhibit a V-2 or better flammability rating when tested to UL 94 (Standards for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances).
(2) Door overlaps onto jams and headers.
(3) Garage door jams and headers covered with metal flashing.

Sec. 106-52. Class 2 intermix structure hardening.

(a) *General.* Class 2 *structure* hardening shall be in accordance with Sec. 106-52(b) through (c) as well as the provisions of Class 1 *structure* hardening in Sec. 106-51(b) through (j).

(b) *Protection of eaves and soffits.* Eaves and soffits shall be protected on the exposed underside by one of the following.

(1) *Noncombustible* material.
(2) *Ignition-resistant building materials*.
(3) Materials *approved* for not less than 1-hour *fire-resistance-rated construction*.
(4) 5/8 inch type X drywall.

(5) 2-inch nominal dimensional lumber.
(6) 1-inch nominal *fire-retardant-treated wood.*
(7) 3/4 inch *fire-retardant-treated* ply*wood.*

Fascia, where provided and exposed, shall be protected on the backside by one of the following:

(1) *Noncombustible* material.
(2) *Ignition-resistant building materials*.
(3) Materials *approved* for not less than 1-hour *fire-resistance-rated construction*.
(4) 5/8 inch type X drywall.
(5) 2-inch nominal dimensional lumber.
(6) 1-inch nominal *fire-retardant-treated wood.*
(7) 3/4 inch *fire-retardant-treated* ply*wood.*

(c) *Exterior doors.* Exterior door shall be *approved noncombustible* construction, solid core wood not less than 1 3/4 inch thick or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Sec. 106-51(g).

Exception: Vehicle access doors.

(d) *Protection of eaves and soffits.* Eaves and soffits shall be protected on the exposed underside by one of the following.

Secs. 106-53 – 106-59. Reserved.

ARTICLE V. SITE AREA REQUIREMENTS

Sec. 106-60. General.

(a) *Scope.* The provisions of this Article shall apply to parcels subject to this code.

Exceptions:

1. For Site and Area Requirements, only Structure Ignition Zone 1 standards apply to the reconstruction, replacement, alteration, or repair of the exterior walls of an existing *building.*
2. The reconstruction, replacement, alteration, or repair of the existing exterior *roof covering* of an existing *building.*

(b) *Reference.* As needed, the Wildfire Interface Specialist shall refer to the *Home Ignition Zone (HIZ)* Guide as developed by the Colorado State Forest Service. Where conflicts occur between provisions of this code and the *HIZ* Guide, the provisions of this code shall govern. The provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

Sec. 106-61. Class 1 interface requirements

(a) *Structure ignition zone 1 (0-5 feet) - Immediate Zone*.

(1) Objective. This zone is designated to reduce or eliminate ember ignition and direct flame contact with the *structure*, decks, stairs, and attachments.
(2) Materials. Use *noncombustible*, hard surface materials in this zone, such as rock, gravel, sand, concrete, bare earth or stone/concrete pavers.
(3) Plantings. Remove all plantings including shrubs, slash, combustible mulch and other woody debris.
(4) Trees.
    (i) There shall be no planting of new trees in the Immediate Zone. Mature trees of no less than 10-inch diameter at 4.5 feet above ground level may be maintained.
    (ii) *Tree crowns* extending to within 10 feet of the outermost point of any *structure* shall be pruned to maintain a minimum clearance of 10 feet.
    (iii) Prune tree branches to a height of 6 to 10 feet from the ground or a third of the total height of the tree, whichever is less.
(5) Storage of combustibles. There shall be no storage of firewood or other combustible materials in this area or areas under decks.

(b) *Structure ignition zone 2 (5-30 feet) - Intermediate Zone*.

(1) Objective. This zone is designed to give an approaching fire less fuel, which will help reduce its intensity as it gets nearer to *structures*.
(2) Dead materials. Within the fuel modification area, hazardous dead plant material must be removed from live vegetation.
(3) Fuels accumulation. There shall be no large accumulations of surface fuels such as logs, branches, slash and combustible mulch. Mulch shall not exceed a maximum depth of 4 inches. Firewood piles must be kept at least 30 feet away from habitable structures unless stored in a *noncombustible* container or structure comprised of *ignition resistant building materials* or *noncombustible* materials.
(4) Trees. *Tree crowns* extending to within 10 feet of the outermost point of any *structure* shall be pruned to maintain a minimum clearance of 10 feet. Prune tree branches to a height of 6 to 10 feet from the ground or a third of the total height of the tree, whichever is less.
(5) Shrubs. Shrub groups within this zone shall be spaced to prevent *structure* ignition. Shrubs shall not be planted under trees within the tree drip line.
(6) Prohibited plants. *Juniperus* spp. (Juniper species), *Thuja occidentalis* (American arborvitae), *Thuja orientalis* (Oriental Arborvitae) are prohibited.
(7) Slope adjustment of the intermediate zone. For tree removals on any *slopes* of 20% or greater, the W*ildfire Interface Specialist* must provide a report on the appropriate spacing of trees to meet the intent of this code.

(c) *Retaining walls*. Retaining walls shall be constructed with either *noncombustible* or *ignition-resistant building materials* when any of the following conditions exist

(1) The retaining wall is within 8 feet of a *structure* regulated by this code or up to the property line when the property line is less than 8 feet away from the *structure*.
(2) The retaining wall is integral to the support of a *structure* regulated by this code.
(3) The retaining wall is integral to the egress from a *structure* regulated by this code to a public way, easement, or private road.

(d) *Fencing.* Fencing within 8 feet of a *structure* regulated by this code or up to the property line when the property line is less than 8 feet away from the *structure* shall be constructed with *noncombustible* or *ignition-resistant building materials.*

(e) *Site Signage.*

(1) Marking of roads. *Approved* signs or other *approved* notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof.
(2) Marking of fire protection equipment. Fire protection equipment and fire hydrants shall be clearly identified in a manner *approved* by the *code official* to prevent obstruction.
(3) Address markers. *Buildings* shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located in a manner *approved* by the *code official*.

Sec. 106-62. Class 2 intermix requirements.

(a) *Structure ignition zone 1 (0-5 feet) - Immediate Zone*.

(1) Objective. This zone is designated to reduce or eliminate ember ignition and direct flame contact with the *structure*, decks, stairs, and attachments.
(2) Materials. Use *noncombustible*, hard surface materials in this zone, such as rock, gravel, sand, concrete, bare earth or stone/concrete pavers.
(3) Plantings. Remove all plantings including shrubs, slash, combustible mulch and other woody debris.
(4) Trees.
    (i) There shall be no planting of new trees in the Immediate Zone. Mature trees of no less than 10-inch diameter at 4.5 feet above ground level may be maintained.
    (ii) *Tree crowns* extending to within 10 feet of the outermost point of any *structure* shall be pruned to maintain a minimum clearance of 10 feet.
    (iii) Prune tree branches to a height of 6 to 10 feet from the ground or a third of the total height of the tree, whichever is less.

(5) Storage of combustibles. There shall be no storage of firewood or other combustible materials in this area or areas under decks.

(b) *Structure ignition zone 2 (5-30 feet) - Intermediate Zone*.

(1) Objective. This zone is designed to give an approaching fire less fuel, which will help reduce its intensity as it gets nearer to *structures*.
(2) Dead materials. Within the fuel modification area, hazardous dead plant material must be removed from live vegetation.
(3) Fuels accumulation. There shall be no large accumulations of surface fuels such as logs, branches, slash and combustible mulch. Mulch shall not exceed a maximum depth of 4 inches. Firewood piles must be kept at least 30 feet away from habitable structures unless stored in a *noncombustible* container or structure comprised of *ignition resistant building materials* or *noncombustible* materials.
(4) Trees. *Tree crowns* extending to within 10 feet of the outermost point of any *structure* shall be pruned to maintain a minimum clearance of 10 feet. Prune tree branches to a height of 6 to 10 feet from the ground or a third of the total height of the tree, whichever is less.
(5) Tree Spacing. *Tree crowns* within this zone shall be spaced to prevent structure ignition and promote fuel discontinuity to limit fire spread.
(6) Shrubs. Shrub groups within this zone shall be spaced to prevent *structure* ignition. Shrubs shall be at least 10 feet away from the edge of tree branches.
(7) Prohibited plants. *Juniperus* spp. (Juniper species), *Thuja occidentalis* (American arborvitae), *Thuja orientalis* (Oriental Arborvitae) are prohibited.
(8) Slope adjustment of the intermediate zone. For tree removals on any *slopes* of 20% or greater, the W*ildfire Interface Specialist* must provide a report on the appropriate spacing of trees to meet the intent of this code.

(c) *Retaining walls*. Retaining walls shall be constructed with either *noncombustible* or *ignition-resistant building materials* when any of the following conditions exist

(1) The retaining wall is within 8 feet of a *structure* regulated by this code or up to the property line when the property line is less than 8 feet away from the *structure*.
(2) The retaining wall is integral to the support of a *structure* regulated by this code.
(3) The retaining wall is integral to the egress from a *structure* regulated by this code to a public way, easement, or private road.

(d) *Fencing.* Fencing within 8 feet of a *structure* regulated by this code or up to the property line when the property line is less than 8 feet away from the *structure* shall be constructed with *noncombustible* or *ignition-resistant building materials.*

(e) *Site Signage.*

(1) Marking of roads. *Approved* signs or other *approved* notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof.
(2) Marking of fire protection equipment. Fire protection equipment and fire hydrants shall be clearly identified in a manner *approved* by the *code official* to prevent obstruction.
(3) Address markers. *Buildings* shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located in a manner *approved* by the *code official*.

(f) *Structure ignition zone 3 (30-100 feet) - Expanded Zone*.

(1) Objective. This zone focuses on mitigation that keeps fire on the ground.
(2) Trees. Prune tree branches to a height of 6 to 10 feet from the ground or a third of the total height of the tree, whichever is less.
(3) Tree Spacing. *Tree crowns* within this zone shall be spaced at a minimum of 6 to 10 feet.
(4) Dead materials. Within the fuel modification area, hazardous dead plant material must be removed from live vegetation.
(5) Fuels accumulation. There shall be no large accumulations of surface fuels such as logs, branches, slash and combustible mulch. Mulch shall not exceed a maximum depth of 4 inches. Firewood piles must be kept at least 30 feet away from habitable structures unless stored in a *noncombustible* container or structure comprised of *ignition resistant building materials* or *noncombustible* materials.
(6) Slope adjustment of the expanded zone. For tree removals on any *slopes* of 20% or greater, the W*ildfire Interface Specialist* must provide a report on the appropriate spacing of trees to meet the intent of this code.

Secs. 106-63 – 106-70. Reserved.

Section 2. Should any provision of this ordinance be declared by a court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 3. This ordinance shall be effective on April 1st, 2026.

INTRODUCED, READ, AND ORDERED PUBLISHED this 3rd day of March, 2026.

PASSED, ADOPTED AND APPROVED this ____ day of March, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

Publication Dates: March 5, 2026

_____

CITY OF ARVADA

REPORT TO CITY COUNCIL OTHER	AGENDA ITEM 9.A.

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: Ratification and Approval of CP2025-0005 a Resolution by the Planning Commission for the City of Arvada, Colorado, Adopting the 2014 Arvada Comprehensive Plan as Arvada's Three Mile Plan Pursuant to Section 31-12-105(1)(E), C.R.S., as Amended (Presenter: Rob Smetana, Manager of City Planning and Development)

Report in Brief

PRESENTER: Rob Smetana, Manager of City Planning and Development

The purpose of this resolution is to comply with Section 31-12-105(1)(e), C.R.S. of the Colorado Municipal Annexation Act, which requires that the City's Three Mile Plan regarding future annexations be updated at least once annually.

The City has used the Arvada Comprehensive Plan as Arvada's Three Mile Plan for purposes of compliance with Section 31-12-105(1)(e). That section generally requires:

1. That no annexation has the effect of extending a municipal boundary more than three miles in any one year; and

2. That, as a precondition to final adoption of an annexation ordinance within the three-mile area outside present city boundaries, the municipality has in place a plan for that area, in the nature of a comprehensive or master plan. The plan must be updated at least annually.

The Arvada Team recommends that City Council ratify CP2025-0005 a Resolution by the Planning Commission for the City of Arvada, Colorado, Adopting the 2014 Arvada Comprehensive Plan as Arvada's Three Mile Plan Pursuant to Section 31-12-105(1)(E), C.R.S., as Amended.

Financial Impact

There is no fiscal impact to the city.

Background

The Three Mile Plan is intended to provide guidance on land use decisions in the planned area; to promote well-ordered development compatible with the indigenous character of the area; and to encourage the simplification of governmental structure and efficient provision of services through discouragement of special district creation. To that end, the plan must generally describe items such as proposed streets, other public ways, open spaces, utilities and proposed land uses within the three-mile area.

All plans require an annual update in order to comply with the statute. Accordingly, Arvada's Three Mile Plan must be reviewed (and updated where necessary) to ensure such conformance. The 2014 Comprehensive Plan, as amended in association the new Land Development Code adopted in May of 2020, addresses proposed land uses and other statutorily prescribed matters with respect to land within the three-mile area; consequently, it should be adopted as the City's Three Mile Plan.

Discussion

The City has routinely adopted a resolution annually, either at the end of a year or at the beginning of a year.

During the previous year, the City did not annex any property more than three miles from the previous City boundary. Additionally, the City does have a plan in place for future annexations within the 2014 Comprehensive Plan, which includes the City's Planning Boundary on the Future Land Use map.

Public Contact

Posting of the City Council Agenda.

Commission Recommendation

On January 21, 2026, the Planning Commission held a public hearing and voted 6 - 0 (1 Absent) to approve the ratification and approval of the Three-Mile Plan.

Strategic Alignment

The proposed action aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada Team recommends that City Council ratify CP2025-0005 a Resolution by the Planning Commission for the City of Arvada, Colorado, Adopting the 2014 Arvada Comprehensive Plan as Arvada's Three Mile Plan Pursuant to Section 31-12-105(1)(E), C.R.S., as Amended.

Suggested Motion:

I move that CP2025-0005, a Resolution by the Planning Commission for the City of Arvada, Colorado, Adopting the 2014 Arvada Comprehensive Plan as Arvada's Three Mile Plan Pursuant to Section 31-12-105(1)(E), C.R.S., as Amended, be ratified and approved.

This motion is based on the findings of fact adopted by the Planning Commission (if approved).

This motion is based on the following findings of fact for denial: (Recite approval criteria you believe the evidence fails to satisfy and your reasons).

Prepared by:
Dixielee Rodriguez, Administrative Specialist

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager	02/10/2026
Rob Smetana, Planning Manager	02/10/2026
Kelsy Sargent, Assistant City Attorney	02/12/2026
Jessica Garner, Director of Community and Economic Development	02/12/2026
Gail Walker, Legal Specialist-Contracts	02/13/2026
Rachel Morris, City Attorney	02/17/2026
Allison Scheck, Deputy City Manager	02/17/2026
Don Wick, City Manager	02/17/2026

Enclosure, exhibits & attachments required to support the report

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RESOLUTION NO. CP2025-0005

A RESOLUTION BY THE PLANNING COMMISSION FOR THE CITY OF ARVADA, COLORADO ADOPTING THE 2014 ARVADA COMPREHENSIVE PLAN AS ARVADA'S THREE MILE PLAN PURSUANT TO SECTION 31-12-105(1)(E), C.R.S., AS AMENDED

WHEREAS, Section 31-12-105(1)(e), C.R.S., as amended, of the Colorado Municipal Annexation Act provides that no annexation by a municipality shall have the effect of extending a municipal boundary more than three miles in any one year; and

WHEREAS, Section 31-12-105(1)(e), C.R.S., as amended, further provides that the municipality shall have in place a plan for the three mile area outside present municipal boundaries prior to any annexation and that such plan be updated at least annually; and

WHEREAS, the Planning Commission adopted, to the extent applicable, the 2014 Comprehensive Plan as the City's Three Mile Plan in accordance with the Municipal Annexation Act, which action was ratified by the Arvada City Council on October 6, 2014; and

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

That, to the extent applicable, the 2014 Comprehensive Plan is hereby adopted as the City's Three Mile Plan pursuant to Section 31-12-105(1)(e), C.R.S., as amended.

APPROVED AND ADOPTED this 2nd day of Feb, 2026.

CITY OF ARVADA PLANNING COMMISSION

Tim Knapp

Tim Knapp, Chairman

ATTEST:

Tom Aljinovich

Tom Aljinovich, Secretary

RATIFIED AND APPROVED this _____ day of _____, 2026.

_____

Lauren Simpson, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

_____

City of Arvada Community and Economic Development Department

STAFF REPORT

Three Mile Plan

CP2025-0005

NATURE OF REQUEST

The purpose of this resolution is to comply with Section 31-12-105(1)(e), C.R.S. of the Colorado Municipal Annexation Act, which requires that the City's Three Mile Plan regarding future annexations be updated at least once annually.

The City has used the Arvada Comprehensive Plan as Arvada's Three Mile Plan for purposes of compliance with Section 31-12-105(1)(e). That section generally requires:

1. That no annexation have the effect of extending a municipal boundary more than three miles in any one year; and

2. That, as a precondition to final adoption of an annexation ordinance within the three mile area outside present city boundaries, the municipality has in place a plan for that area, in the nature of a comprehensive or master plan. The plan must be updated at least annually.

The Three Mile Plan is intended to provide guidance on land use decisions in the plan area; to promote well-ordered development compatible with the indigenous character of the area; and to encourage the simplification of governmental structure and efficient provision of services through discouragement of special district creation. To that end, the plan must generally describe items such as proposed streets, other public ways, open spaces, utilities and proposed land uses within the three mile area.

All plans require an annual update in order to comply with the statute. Accordingly, Arvada's Three Mile Plan must be reviewed (and updated where necessary) to ensure such conformance. The 2014 Comprehensive Plan, as amended in association the new Land Development Code adopted in May of 2020, addresses proposed land uses and other statutorily prescribed matters with respect to land within the three mile area; consequently, it should be adopted as the City's Three Mile Plan.

CITY OF ARVADA

REPORT TO CITY COUNCIL PUBLIC HEARING	AGENDA ITEM 10.A.

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: CB26-002, An Ordinance Repealing and Reenacting Chapter 66, Parks and Recreation, of the Arvada City Code (Ordinance No. 4918) (Presenter: Ryan Stevenson, VCN Director)

Report in Brief

PRESENTER: Ryan Stevenson, VCN Director

In partnership with the City Attorney's Office, the Vibrant Community and Neighborhoods (VCN) Work System is seeking to repeal and replace Chapter 66, Parks and Recreation, of the Arvada City Code in order to modernize existing rules and regulations to accommodate best industry practices in the use of open space areas, parks, recreational facilities, and urban design amenities. Doing so will allow the public to enjoy these resources in ways that are respectful of these properties and all users. In addition, the purpose is to facilitate sound parks and recreation management techniques and initiatives focused on ensuring the resilience, sustainability, and long-term viability of these valuable recreational assets.

The Arvada team recommends that the City Council approve CB26-002, An Ordinance Repealing and Reenacting Chapter 66, Parks and Recreation, of the Arvada City Code.

Financial Impact

There are no anticipated financial impacts associated with this ordinance.

Background

The last complete re-write of Chapter 66 occurred in 1981. Since then, changes have been made piecemeal—1988, 1993, 2003, and 2011—but nothing comprehensive in nearly 15 years. During that same time, the City has grown, recreational assets have diversified, and expectations around safety, equity, and access have evolved. As a result, the Code no longer reflects how the City actually manages its parks and facilities day to day. The current regulations are sparse with little to no guidance on procedures that the Vibrant Community and Neighborhoods (VCN) Work System must routinely utilize (e.g., Issuance of a park permit; designating an area as “closed” for the purpose of vegetation management; establishing hours of operation, etc.). Furthermore, the current regulations do not account for the different types of recreational assets owned and maintained by the City (e.g., open space, parks, recreational facilities, and urban design amenities.) The goal of this ordinance is to repeal and reenact the chapter to both modernize existing rules and regulations and to enact new legislation that is in line with industry best practices for use of all of the City’s recreational assets and help to facilitate sound management techniques.

Discussion

The approach to drafting was intentionally conservative and practical. Where existing regulations are still applicable, those were integrated, sometimes re-numbering or re-titling for clarity. Where gaps existed, clear procedures and standards were added so expectations are well-defined for staff, users, and enforcement.

Integrated Content

Existing regulations, including Sections 66-22 through 66-33 (Currently, Article II, Public Parks Regulations) and Sections 66-53 through 66-60 (Currently, Article III, Arvada/Blunn Reservoir Rules) were all incorporated into this ordinance. Provisions

were re-numbered and re-titled.

New Content

Article I

- Definitions - this ordinance contains a more thorough definitions section that accounts for the different types of recreational assets, defines roles, etc.
- Authority of the VCN Director - the authority for the VCN Director is not currently described in the Code. Provisions were added codifying the VCN Director's authority to:
    - Manage, operate, control/repair/clean recreational resources;
    - Set fees (in accordance with Chapter 2 of the City Code);
    - Summarily remove or trespass users for good cause; and
    - Issue permits to use a recreational resource (this section also includes terms/conditions associated with the application and use of a permit).

Article II

- Unlawful acts - the existing regulations pertaining to unlawful conduct were integrated into this article, but regulations were also added or expanded. More specifically, the ordinance:
    - Expands regulations related to vehicles and parking;
    - Expands regulations related to hazardous activities and the possession of dangerous items;
    - Expands regulations related to animals (to include pets/domesticated animals, horses, wildlife, etc.);
    - Adds regulations related to the display of a permit and compliance with associated permit conditions (to include a clear reference to vendor cart and food trucks operating upon a recreational resource); and
    - Moves the charge of Criminal Mischief – Recreational Resource that is currently in Chapter 62 of the Code to this Chapter 66.

Article III

- Very few changes were made to regulations pertaining to the Arvada/Blunn Reservoir. However, Section 66-61, "Park permit fees for groups consuming 3.2 beer" that is currently housed in Article III was removed.

Article IV

- This new article applies to the City's two publicly operated golf courses - West Woods Golf Club and Lake Arbor Golf Club. These assets are unique, as they fall more on the business operations side of the City. These assets differ a bit in terms of permitted actions - for example, alcohol consumption (without a permit) and operation of golf cars in parks is prohibited under Article II, but alcohol is sold by the City and the City supplies users with golf cars at our golf courses, so they necessarily need to be regulated differently.
- This new article contains regulations related to the consumption of alcohol, renting/use of golf cars, modifying course grounds, fishing on course grounds, etc.

Public Contact

The City Attorney's Office, in partnership with VCN, presented to and deliberated with the Arvada Parks Advisory Committee (APAC) at two meetings in November and December 2025. City staff then presented the ordinance to City Council at a public workshop taking place on January 13, 2026. To the extent possible, comments from City Council from that public workshop have been incorporated into the ordinance.

Commission Recommendation

N/A

Strategic Alignment

This strategic result directs the mission of VCN: *"A vibrant community is engaged in civic life, the arts, and the outdoors. It comprises individuals and groups who are dedicated to their community, get involved with neighborhood associations, and participate with local government to ensure responsiveness to changing needs, resulting in Arvada being the preferred place to live, work, play, and stay."* Supporting that mission are the VCN Work System Goals : VCN1 - VCN8. The proposed rewrite is impactful to each of the work system's goals.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB26-002, An Ordinance Repealing and Reenacting Chapter 66, Parks and Recreation, of the Arvada City Code.

Suggested Motion:

I move that CB26-002, An Ordinance Repealing and Reenacting Chapter 66, Parks and Recreation, of the Arvada City Code, be (approved on final reading, numbered 4918 and ordered published by title only) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Derrick Kuhl, Deputy Director VCN	02/09/2026
Jermel Stevenson, Director VCN	02/11/2026
Bryan Archer, Chief Financial Officer	02/11/2026
Gail Walker, Legal Specialist-Contracts	02/11/2026
Janelle Miller, Assistant City Attorney	02/11/2026
Rachel Morris, City Attorney	02/17/2026
Allison Scheck, Deputy City Manager	02/17/2026
Linda Haley, Deputy City Manager	02/17/2026
Don Wick, City Manager	02/17/2026

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 26-002
ORDINANCE NO. 4918

AN ORDINANCE REPEALING AND REENACTING CHAPTER 66, PARKS AND RECREATION, OF THE ARVADA CITY CODE

WHEREAS, the City of Arvada has the authority under C.R.S. §31-15-702 to establish and regulate the use of parks and public grounds, and otherwise has the authority as a Home Rule city to establish laws, regulations, and procedures that protect life and property; and

WHEREAS, the City of Arvada offers a vast array of open space areas, parks, recreational facilities, and urban design amenities to citizens; and

WHEREAS, these recreational assets help define the City's exceptional quality of life; and

WHEREAS, the City maintains these assets to the highest possible standards while making the best use of City resources in an equitable and consistent fashion; and

WHEREAS, the City partners with area parks and recreation districts to ensure that our recreational resources are made available and accessible to as many users as is feasible; and

WHEREAS, some users wish to utilize recreational resources for relatively passive pursuits, such as tranquil reflection and relaxation; and

WHEREAS, some users desire recreational resources that are designed for organized sports activities, such as golf or baseball; and

WHEREAS, the City endeavors, to the extent practicable, to accommodate the needs and desires of all users of its recreational resource; and

WHEREAS, certain activities may be detrimental to the intended use of the City's recreational resources or the properties themselves, or may even be potentially hazardous to those who use or enjoy these resources; and

WHEREAS, the Arvada City Council finds the City has a significant interest in providing, maintaining, and preserving safe open space areas, parks, recreational facilities, and other urban design amenities for the use and enjoyment of all residents; and

WHEREAS, the City Council has evaluated the use of Arvada's recreational assets and determined that regulations concerning access to and use of these resources are reasonably related to the City's interest in providing safe and enjoyable recreational resources for all citizens; and

WHEREAS, the City Council finds that it is in the public's interest to manage the City's recreational resources in ways that allow for a variety of recreational activities, that enhance the resilience of these resources, that minimize risks to these valuable resources

and those who use them, and that foster the continued environmental, social, and economic viability of these assets; and

WHEREAS, the City Council finds that the repeal and reenactment of laws relating to the access to, use and enjoyment of, and preservation of recreational assets by citizens is necessary to protect the health, safety, and welfare of the public.

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

Section 1. Chapter 66, Parks and Recreation, of the Arvada City Code is hereby repealed in its entirety and reenacted to read as follows:

"PARKS AND RECREATION

Article I.

Administration and Management of Recreational Resources

Sec. 66-1—10. Reserved.

Sec. 66-11. Legislative declaration; purpose.

The city council hereby finds that the city offers a vast array of open space areas, parks, recreational facilities, and urban design amenities that are heavily used and greatly valued by citizens. As the steward of these recreational resources, the city is obligated to use best practices to manage these assets in ways that maximize the enjoyment of these areas by all users; that reduce potential risks to users and to property; and that enhance the role these recreational resources play in creating vibrant neighborhoods. The city council also finds that efforts to regulate activities in and upon open space areas, parks, recreational facilities, and urban design amenities are necessary to protect those assets and the health, safety, and welfare of the public.

The purpose of this ordinance is to establish laws governing the access to and use of open space areas, parks, recreational facilities, and urban design amenities to allow the public to enjoy or utilize these resources in ways that are respectful of these properties and all users. In addition, the purpose of this ordinance is to facilitate sound parks and recreation management techniques and initiatives focused on ensuring the resilience, sustainability, and long-term viability of these valuable recreational assets.

Sec. 66-12. Definitions.

In this chapter, the following definitions apply, unless the context clearly requires otherwise:

Alcohol beverage has the same meaning as that set forth in Colo. Rev. Stat. §44-3-103 as may be from time to time amended, except that it shall not include a spirituous liquor as defined in Colo. Rev. Stat. §44-3-103(54).

Day means a calendar day.

Director means the director of the city's Vibrant Community and Neighborhoods work system or designee thereof.

District means any parks and recreation district approved by the city that is located partly or wholly within Arvada.

Good cause means a reason that is supported by credible evidence to take a certain action. In the context of decision making about whether to summarily remove or trespass a person from a recreational resource under this chapter, good cause means that a director, recreation official, or peace officer has credible evidence that demonstrates a violation by an occupant or user of the resource of a city or State law, policy, procedure, rule, regulation, or code of conduct, or that demonstrates an occupant or user has engaged in conduct that substantially interferes with the enjoyment of the resource by others or with the efficient operation of the resource.

Human-powered vehicle means a mode of transportation that uses only human muscle to power for propulsion, such as a bicycle, tricycle, skateboard, etc.

Motorized vehicle means a self-propelled vehicle which is designed primarily for travel on the public highways, and which is generally and commonly used to transport persons and property over the public highways. For purposes of this chapter, it also includes but is not limited to electric devices as that term is defined in sec. 54-91 of this Code, electric scooters, farm tractors, golf cars, low-power scooters, low-speed electric vehicles, motorcycles, mini-bikes and other similar vehicles, and off-highway vehicles, but does not include wheelchairs or vehicles moved solely by human power.

Open space or *open space area* means a city-owned or managed property not formally designated by the city as a park that is maintained predominantly in a natural, scenic, and open condition to preserve the area for passive recreational pursuits consistent with the protection of open land and the environment, including but not limited to a green belt or other similar area, a bank or bed of a non-navigable fresh stream flowing through an open space area, a walkway or other pathway within the open space area, and a city-owned parking lot in or upon an open space area. It does not include a city sidewalk or a street or roadway along the perimeter of an open space area and does not include a park, recreational facility, or urban design amenity.

Park means a city-owned or managed property located within the city that is formally designated by the city as a park, including but not limited to a bank or bed of a non-navigable fresh stream flowing through a park, a flower garden, lawn, or

other natural or landscaped area in or upon a park, a splash pad area in or upon a park, an off-leash dog park, a city-owned parking lot in or upon a park, a sidewalk or other pathway in or upon a park, or a picnic table, shelter, or other city-owned structure in or upon a park. It does not include a city sidewalk or a street or roadway along the perimeter of a park and does not include an open space area, a recreational facility, or an urban design amenity.

Permit means a license, permit, or use agreement issued by the director that allows for the use of a recreational resource, including but not limited to an alcohol beverages permit, a fishing permit, a field programming permit, a park use permit, or a pavilion use permit.

Recreational facility means a city-owned or managed place or premises dedicated generally to or used for a specific sporting activity or recreational pursuit engaged in by the public. It includes but is not limited to the Arvada/Blunn reservoir, a lake or other body of water, a bicycle, equestrian, or pedestrian path or trail, a city- or district-owned parking lot in or upon a recreational facility, a bank or bed of a non-navigable fresh stream flowing through an outdoor recreational facility, a golf course, club house, indoor or outdoor baseball diamond, basketball court, equestrian center, fitness center, football field, ice rink, pickleball court, soccer field, skate park area, swimming pool, tennis court, and the appurtenances thereto. It does not include a city sidewalk or a street or roadway along the perimeter of a recreational facility and does not include an open space area, park, or an urban design amenity.

Recreation official means an employee of the City of Arvada or a district who is acting within the course and scope of their duties. It also includes a uniformed or credentialed volunteer authorized by the city to act as a park or reservoir ranger or to work during a city festival or similar permitted or special event who is acting within the course and scope of their duties, and a volunteer authorized by a district who is acting within the course and scope of their duties.

Recreational resource or *resource* means a city-owned or managed open space area, park, recreational facility, urban design amenity, and includes any other city-owned asset managed by the director.

Sign or *signage* means an announcement or communication that is produced in whole or in part by the construction, erection, affixing, or placing of a placard or structure, or produced by painting on or posting or placing any printed, lettered, pictured, figured, or colored material on any building, structure, or surface.

Structure means anything constructed or erected, the use of which requires a location on the ground or attached to something having a location on the ground. It includes a tent or similar portable shelter made of fabric or similar material stretched over poles or other supports that is typically fixed to the ground by means of a stake or stakes and that may be enclosed by means of a zipper, ties, or similar device such that an occupant would not be readily visible from outside of the tent

when closed. It does not include a canopy or tarpaulin typically used as a temporary sunshade that is no larger than 64 square feet in total area, designed to always be completely open on one or more sides, and not affixed to the ground by means of a stake or stakes.

Urban design amenity means an outdoor area located within the city, owned by the city, and made available by the city for the enjoyment or viewing pleasure of the public, including but not limited to a flower garden, lawn, or other natural or designed landscaped area running along or beside a city sidewalk or a street or roadway, or other area designated by the city as an urban design amenity, or a bank or bed of a non-navigable fresh stream flowing through an urban design amenity. It does not include a city sidewalk or a street or roadway along the perimeter of an urban design amenity and does not include an open space area, a park, or a recreational facility.

Sec. 66-13. Authority of the director.

(a) *Generally.* The director is responsible for managing recreational resources in ways that maximize the enjoyment of these resources by all users, that reduce potential health and safety risks to users, that promote resilience and sustainability, that protect the long-term viability of the properties themselves, that communicate to the public an understanding of the purposes and uses of recreational resources and the practical limitations on those uses, and that enhance the role these resources play in creating vibrant neighborhoods and a safe community.

(b) *Operations*. The director has the power and authority to establish and enforce policies, procedures, rules, regulations, and codes of conducts related to the management, operation, and control of recreational resources, the occupancy and use of these resources, the construction, care, maintenance, and repair of any structure thereon, and the care of the land on which these resources are located as set forth herein.

(1) *Manage and schedule operations.* The director may develop and administer a system to manage the use, permitted use, programming, and scheduling of any recreational resource managed by the city, and create, issue, modify, suspend, or revoke any permit used to administer that system.

(2) *Regulate occupancy and use.* The director may regulate the time, place and manner of activities in or upon a recreational resource, authorize the closure of or limit or restrict the occupancy and use of a recreational resource or portion thereof or otherwise act to protect designed or natural features and structures in or upon a resource from damage or overuse, to protect the value and viability of the resource, or to protect the health, safety, or welfare of the public. The director may take any reasonable action to facilitate these actions, including enclosing a resource or portion thereof. The director may authorize the issuance or posting of signs or other notices setting forth the

hours of operation of any recreational resource as well as any limitation, restriction, or prohibition on the occupancy or use of that resource.

(i) In making a decision to limit, restrict, or prohibit the access to, use of, or occupation of a recreational resource, the director may consider common or best resilience principles and sustainable parks and recreational resources management practices, the identity of an area, the resource's traditional or future use, circulation control, the need to protect the resource from damage, the most efficient use of construction, repair, and maintenance staff and resources, education of the public, or any other relevant consideration.

(ii) The posting or placement of a sign by the director under this subsection (b) shall not constitute or be deemed to be the adoption of a rule.

(3) *Set fees.* The director may assess, impose, and publish in accordance with chapter 2 of this Code a fees schedule relating to the permitted use, field or facility sports programming use, licensing, or other use of any recreational resource, and damage or other deposits as may be reasonably necessary to protect recreational assets and facilitate the efficient use and management of these resources.

(4) *Trespass users.* Understanding that owners and managers of property have the right to limit, restrict, or prohibit access to that property under sec. 62-4-504.5 of this Code, the director may for good cause limit, restrict, revoke, or otherwise prohibit the access to or use of any recreational resource by any user reasonably deemed by the director to be in violation of any applicable city or State law, policy, procedure, rule, regulation, or code of conduct in accordance with the procedures set forth in this chapter.

(5) *Clean, repair, and maintain structures and land.* The director may authorize the cleaning, repair, and maintenance of, and construction or landscaping in or upon a recreational resource and remove or have removed an unpermitted structure found in or upon a recreational resource, including an unpermitted structure that is found in a park after 11:00 p.m. or before sunrise the next day.

(6) *Return certain property.* Consistent with existing law and upon request of the city manager, the director may ensure that any recreational resource situated on property owned by the city's Water Fund be returned for use by the city's utilities department. These resources include but are not limited to the Arvada/Blunn Reservoir, the Bird's Nest Disc Golf Course, the West Arvada Dog Park, and any other recreational resource created in the future upon property owned by the city's Water Fund.

(7) *Other.* The director is authorized to take any other action reasonably necessary to administer, facilitate, or enforce upon the provisions of this chapter to ensure the city's recreational resources are developed, maintained, and managed in ways that enhance the overall quality of life for recreational resource users and residents, that promote sustainable practices, that promote necessary health and safety measures, that preserve as appropriate objects or areas of cultural, historic, or scientific value or interest, that help mitigate the impacts of unusual weather or other events so as to increase the resilience of our recreational resources, and to otherwise preserve and protect the long-term viability of these valuable assets.

Sec. 66-14. Hours of operation.

Except as otherwise set forth herein, open space areas and parks will be open to the public between sunrise and 11:00 p.m. each day. Except as otherwise set forth herein, recreational facilities will be open to the public at regular operating hours designated by the director and posted at the facility or on the internet as appropriate.

Sec. 66-15. Recreational resource permit.

(a) *Issuance.* The director may issue permits to use a recreational resource. For purposes of this chapter, entering into a license or use agreement shall be deemed to be the issuance of a permit. A permit pertaining to use of the Arvada/Blunn Reservoir will be issued under article III of this chapter. The director may modify, suspend, or revoke a previously issued permit.

(1) *Effect.* A permit allows for the reservation and use of a recreational resource or any area within a recreational resource by the permit holder for a planned event or activity or for a certain period according to the terms and conditions of the permit.

(2) *Transferability.* A permit is not transferable unless the terms and conditions of the permit allows for its transfer.

(b) *Terms and conditions*.

(1) *Mandatory.* Each permit will be subject to the terms and conditions noted on the permit or otherwise published on the City's website. At a minimum, each permit to use a recreational resource or portion thereof must contain the following terms or conditions:

(i) *Payment of fees.* The permit holder must agree to pay all permit, service, and damage or other deposit fees, and agree to pay reasonable clean up and repair costs not covered by the damage deposit for the permitted event;

(ii) *Compliance with laws.* The permit is conditioned on compliance with any laws, policies, procedures, rules, regulations, or codes of conduct applicable to that recreational resource;

(iii) *Display.* The permit must be displayed at the event or be available for immediate display upon request by a recreation official or peace officer on the day(s) and during the time or times designated in the permit;

(iv) *Noise.* The permit holder is responsible for ensuring that activities at the permitted event do not create noise that is unreasonable considering the nature of the permitted event and the activities allowed under the permit; and

(v) *Suspension or revocation.* The permit holder must acknowledge that the director may modify, suspend, or revoke a permit. Remedies, if any, for the modification, suspension, or revocation of a permit shall be noted in the terms and conditions of the permit.

(2) *Other.* The director may place additional terms and conditions on the issuance of a permit for the use of a recreational resource or portion thereof under a permit, including but not limited to the following terms and conditions:

(i) *Insurance.* A permit holder may be required to acquire and show proof of insurance sufficient to insure against risks reasonably anticipated as part of the permitted endeavor or activity as determined in the sole discretion of the director; or

(ii) *Tents.* Notwithstanding any other provision of this Code, the director may allow the construction or erection of a tent or other structure by the permit holder in or upon a recreational resource and may allow the tent or other structure to remain in or upon the recreational resource for the duration of the permit, including overnight; or

(iii) *Alcohol beverages.* The director may permit the consumption of alcohol beverages only to a natural person 21 years of age or older, and only for recreational resources designated by the director. Any permit granted for the use of alcohol beverages must contain the following conditions:

a. *Hours permitted.* Each permit that allows for the consumption of alcohol beverages upon the permitted premises shall set forth the specific time at which the consumption of the beverage(s) may begin and end on each day the permit is granted;

b. *Glass containers prohibited.* All containers used to transport alcohol beverages to or from the premises and to consume beverages at the event must be of non-glass material; and

c. *Permit holder to remain on premises.* The permit holder must remain on the premises at any time during which alcohol beverages are available for consumption on the permitted premises.

Sec. 66-16. Fees.

(a) *Permit fees.* The director may set and shall assess a fee for each permit as noted in the applicable fees schedule and may set and shall assess a damage or other deposit fee.

(1) *Refunds.* No refund of a fee for a permit that has been modified, suspended, or revoked by the director is due the permit holder, except where the permit was suspended or revoked due to circumstances entirely out of the permittee's control, such as an adverse weather event. In that case, the permit fee may be refunded on a pro-rated basis. No refund of a city permit or service fee is due a permit holder who has been summarily removed or trespassed from the premises of a permitted event under sec. 66-17 of this article, or who has been trespassed from the premises of a permitted event under a no trespass order issued by a peace officer under sec. 62-4-504.5 of this Code. A damage deposit fee may be refunded in whole or in part in accordance with the provisions of this chapter if the area subject to the permit is in clean condition, and if no damage other than reasonable wear and tear occurred during the time the permit holder utilized the permitted area.

(b) *Other fees.* The director may set and shall assess service or other fees as noted in the applicable fees schedule.

(c) *Setting.* In setting permit fees, damage or deposit fees, and service or other fees, the director may consider any factor or cost deemed relevant in covering or recovering the direct and indirect costs of providing the service or the use of the recreational resource, including but not limited to the nature of the use of the resource, the type and location of an event, the level of disruption caused by an event or activity, whether alcohol beverages are permitted at an event, the need for trash collection and removal, the need for cleaning, and the need to repair damage to any recreational resource following an event. Damage or other deposits related to the use of a recreational resource may not be reduced for any person, group, or organization. All permit fees shall be set and published in accordance with the procedures set forth in chapter 2 of this Code.

Sec. 66-17. Use of recreational resources; remedies for inappropriate use.

(a) *Use.* All recreational resources are available for use or enjoyment by the public on a "first-come, first-served" basis as appropriate to the resource and throughout the year unless otherwise indicated by signage, or unless the resource or an area within that resource has been reserved by a permit or is otherwise subject to the city's field programming scheduling system. Notwithstanding the above, the city may, by intergovernmental agreement, give priority to certain sports or recreational activities sponsored or programmed by a special district.

(b) *Summary removal.* A recreation official or peace officer may for good cause order any person to leave a recreational resource. A person who is summarily removed from a recreational resource for good cause shall not return to that resource that same day.

(1) *Hazardous situations.* Nothing in this subsection shall be deemed to limit the authority of a recreation official or peace officer to issue an order to vacate an area or resource, or to take other action reasonably necessary to respond to an adverse weather event or another hazardous condition or situation. An order to vacate or other action taken by an official or officer under this subsection (b) shall not be deemed to be a modification, suspension, or revocation of a permit.

(c) *Trespass.*

(1) *Director's authority.* The director may for good cause trespass any person from a recreational resource. A trespass notice limiting, restricting, revoking, or prohibiting access to a recreational resource issued under this subsection (c) may remain in effect for no more than six months following the date of the director's notice. A person need not be summarily removed from a recreational resource before the director takes action to trespass that person from the resource.

(2) *Process.*

(i) *Notice.* The director shall provide notice to any person whose access to a recreational resource is to be limited, restricted, revoked, or prohibited under subsection (c) of this section by sending a letter by first class U.S. Mail or by electronic mail to the person's last known physical or electronic address, or by personal service. The notice must generally describe the date and nature of the conduct that prompted the enforcement action, and the nature, scope, and length of the enforcement action. The notice shall also state that the person is entitled to be heard about whether the evidence in the record supported the director's trespass action and provide information about how to appeal the action.

(ii) *Appeal of the director's action.* A person who has been trespassed from recreational resource may appeal the director's action by filing with the Arvada Municipal Court, within 14 days of the date of the director's notice, a written request for review of the director's action on form prescribed by the court, along with a statement or other evidence explaining why there was not good cause for the director's action.

(iii) *Review by hearing officer.* The presiding municipal court judge or designee thereof acting as a hearing officer shall, within 21 days of the date the appeal was filed, review the evidence submitted by the appellant, along with any information submitted by the director, and issue a written decision about the matter. The only issue to be determined by the hearing officer is whether there exists in the record good cause to support the director's action. Should the hearing officer determine that there was not sufficient evidence in the record to support the director's action, the sole remedy is that the person will be allowed to return to the recreational resource. Should the hearing officer fail to issue a written decision within 21 days, the hearing officer will be deemed to have found good cause for the director's action. Nothing in this section shall be deemed to permit a violation of the terms and conditions of any permit, or a violation of any law, policy, procedure, rule, regulation, or code of conduct by a person whose ability to access or use a recreational recourse has been restored or reinstated.

(3) *Review by court.* The decision of the hearing officer shall be considered a final agency decision reviewable under Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

(d) *Concurrent remedies.* A person may be summarily removed from a recreational resource by order of a recreation official or peace officer, or trespassed from that resource by the director, or both. Nothing in this section may be deemed to limit the authority of the director to otherwise enforce the provisions of a licensing or use agreement or contract or the terms or conditions of a permit. Nothing in this section may be deemed to limit the authority of a peace officer to issue a summons and complaint or arrest for a violation of law committed in or upon a recreational resource and for which they have probable cause, or to issue a no trespass order under sec. 62-4-504.5 of this Code or as otherwise authorized by law.

Sec. 66-18—30. Reserved.

Article II. Unlawful Acts

Sec. 66-31-40. Reserved.

Sec. 66-41. Vehicles and parking.

(a) *Motorized vehicles.* It shall be unlawful for any person to operate or ride a motorized vehicle in or upon a recreational resource anywhere other than in or upon a designated roadway or parking area in or upon that resource.

(b) *Speed limit.* Except as otherwise noted in this chapter, it shall be unlawful for any person to operate or drive a motorized vehicle, where otherwise permitted, in or upon any recreational resource at a speed greater than 15 miles per hour.

(c) *Parking.* It shall be unlawful for any person to park a motorized vehicle in or upon a recreational resource except in or upon a designated parking area.

(d) *Exceptions.*

(1) Nothing in this section may be deemed to prohibit a peace officer or other first responder, a recreation official or authorized city volunteer, or an authorized city contractor from operating or parking a motorized vehicle anywhere in or upon a recreational resource while acting within the course and scope of their duties.

(2) A golf car may be operated or parked in or upon a golf course where the operation or parking of a golf car is not prohibited.

(3) An electric device as defined in sec. 54-91 of this Code may be operated upon a bicycle or pedestrian path or trail. An electric device may be parked in or upon an open space area, a park, outside of any indoor recreational facility or in or upon an open-air recreational facility, or in or upon an urban design amenity if the parked device does not create a hazard to passersby, obstruct a passageway, interfere with the operation of the recreational resource, or damage landscaping or other city property.

(e) *Summons placed on vehicle.* A peace officer may ticket a vehicle found to be parked in violation of this section by placing a copy of the summons upon the vehicle or otherwise by issuing a summons in accordance with the provisions of this Code.

Sec. 66-42. Trespass.

It shall be unlawful for any person to be in or upon a recreational facility at a time other than during its regular operating hours, or to be in or upon an open space area or a park between the hours of 11:00 p.m. and sunrise the next day, unless the area is designated as being open under a city-issued festival or other special permit.

Exception. Nothing in this section shall be deemed to prohibit a peace officer or other first responder, a recreation official or authorized city volunteer, or an authorized contractor working within the course and scope of their duties from

being in or upon a recreational resource outside of its regular hours of operation or posted hours, or in violation of signage prohibiting entry into a resource.

Sec. 66-43. Use of recreational resources.

(a) *Watersports.* It shall be unlawful for any person to boat, fish, float using a flotation device, raft, scuba dive, swim, wade, water ski, windsurf, paddleboard, or engage in any other watersport activity in or upon a recreational resource, except in a facility specifically designed and constructed for that activity, or where the activity is permitted by signage.

(b) *Snow and ice activities.* It shall be unlawful for any person to snow ski, sled, snowboard, snowshoe, ice skate, ice fish, or engage in any other snow or ice activity in or upon a golf course or where the activity is prohibited by signage.

(c) *Permits.*

(1) *Failure to display permit*. It shall be unlawful for any permit holder to fail to immediately display, upon the request of any peace officer or recreation official, a permit authorizing the holder to use a recreational resource or any portion thereof.

(2) *Failure to comply with permit conditions.* It shall be unlawful for any permit holder to fail to comply with a term or condition set forth on a permit.

(d) *Placement of a structure.*

(1) *Unlawful to erect.* It shall be unlawful for any person to build, erect, or place a structure, including a tent, in or upon a recreational resource managed by the city without first having obtained from the director a permit that allows for the erection of the structure or tent.

(2) *Unlawful to leave in place.* It shall be unlawful for any permit holder to leave in place a structure, including a tent, in or upon a recreational resource managed by the city after the expiration of the permit allowing for the erection or placement of that structure or tent.

(e) *Vendor carts and food trucks.* It shall be unlawful for any person to operate or allow to be operated any vendor cart, food truck, or similar business in or upon a recreational resource without first having obtained a transient merchant permit to operate in or upon the premises as set forth in chapter 3 of Arvada's Land Development Code. A transient merchant permit must be prominently displayed upon the cart or truck or be available for immediate display upon request by a recreation official or peace officer when the cart or truck is on or upon the recreational resource. It shall be unlawful for the operator or manager of the cart or truck to fail to display or make the permit immediately available upon request by a recreation official or peace officer.

Sec. 66-44. Health and sanitation.

(a) *Littering.* It shall be unlawful for any person to dump, deposit, or dispose of any glass, paper, can, bottle, box, garbage, trash, debris, or rubbish in or upon a recreational resource, except in a designated trash or recycling receptacle provided for such purpose.

(b) *Glass bottles or containers.* It shall be unlawful to possess or use a glass bottle or container of any kind in or upon a recreational resource.

(c) *Discharge of pollutant into water.* It shall be unlawful for any person to discharge or otherwise place in any creek, fountain, lake, pond, pool, or stream in or upon a recreational resource any substance, matter, or thing which may cause or result in pollution of those waters.

Sec. 66-45. Hazardous activities; dangerous items.

(a) *Hazardous activities.* It shall be unlawful for any person to engage in any activity in or upon a recreational resource which may constitute a hazard to the safety of other users of the resource unless the area is specifically designed and signed for the activity. Hazardous activities include but are not limited to:

(1) Archery or the possession of an archery bow or arrow;

(2) Hitting a golf ball or golfing;

(3) Shooting a paintball, BB, air gun pellet, or other projectile, or the possession of a paintball gun, BB gun, air gun, or other item designed to shoot or launch a projectile;

(4) Launching, landing, operating, or flying of a drone or any unmanned aircraft system, or of a motorized, radio, or remote controlled or operated model or toy aircraft, or the possession of such a system or device, except in the area designated by the city as the Arvada Modelers Airpark; or

(5) Any other activity that may constitute a hazard to the safety of other park users.

(b) *Possession of dangerous items.*

(1) *Propane tanks.* It shall be unlawful for any person to possess or use a propane tank or torch in or upon a recreational resource, except in compliance with a condition of a previously issued permit to use the recreational resource or by a licensed contractor engaged in work authorized by the director or designee thereof in or upon the recreational resource.

(2) *Whips.* It shall be unlawful for any person to possess in or upon any recreational resource a whip that measures more than 18 inches in length from the bottom end of the handle to the end of its longest cord or lash. For purposes of this subsection (b)(2), a whip means a strip or strips of leather, cord, or similar material sometimes plaited together and fastened to a handle to create a flexible object commonly designed to beat or flog a person or animal.

(3) *Firearms.* It shall be unlawful for any person to open or openly carry any firearm in or upon any recreational resource owned by the City. The provisions of section 62-12-101 of this Code shall apply to any prosecution for a violation of this subsection (b)(3).

(4) *Fireworks.* It shall be unlawful for any person to possess or use fireworks as that term is defined in sec. 62-13-136 of this Code, except as permitted under any applicable subsection(s) of that section.

(c) *Open fires.* It shall be unlawful for any person to start, build, or maintain a fire in or upon a recreational resource except within an area specially designed and constructed by the city to accommodate a cooking or other open fire and then, only when not otherwise prohibited by an applicable fire restriction or ban. It shall be unlawful to leave unattended a fire in or upon a recreational resource without first having completely extinguished the fire and properly disposing of any ashes.

(d) *Penalty.* A violation of this sec. 66-45 shall be punished by a fine, imprisonment, or both not to exceed the limits established in sec. 1-5 of this Code, but in no event shall any such punishment exceed the maximum penalties set forth by state law for a violation that corresponds to a state offense prohibiting the same conduct.

Sec. 66-46. Animals.

(a) *Definitions.* In this section, the following definitions apply, unless the context clearly requires otherwise:

Damage means causing harm to, or the destruction of, wildlife, wildlife habitat, or a wildlife den or nest.

Run or *running at large* shall have the same meaning as set forth in sec. 14-3 of this Code.

Wildlife shall be defined as set forth in Colo. Rev. Stat. §33-1-102, and for purposes of enforcement of this section, it includes migratory and domestic waterfowl, including but not limited to ducks, geese, and swans.

(b) *Horses.* It shall be unlawful for any person to ride, lead, or otherwise permit a horse in or upon a recreational resource except upon a posted equestrian trail or in or upon a designated equestrian center.

(c) *Pet or other domesticated animals.* It shall be unlawful for any owner or custodian of a pet or other domesticated animal to allow the animal to run or go or be at large while in or upon a recreational resource.

Exceptions.

(1) A dog may be off leash at the area designated as the West Arvada Dog Park, the area designated as the Bird's Nest Disc Golf Course Park, or at an area designated by the city as a dog training site.

(2) Cats are excepted from the provisions of this subsection (c).

(d) *Feeding of wildlife*. It shall be unlawful for any person to feed, cause to be fed, or provide food for any wildlife in or upon a recreational resource.

(e) *Molestation of wildlife*. It shall be unlawful for any person to catch, attempt to catch, hunt, trap, molest, harass, worry, harm, chase, injure, or kill any wildlife in or upon a recreational resource, except with the prior written authorization of the director.

(f) *Possession of wildlife.* It shall be unlawful for any person to take or have in their possession any wildlife while in or upon a recreational resource.

(g) *Disruption or damage to wildlife habitat.* It shall be unlawful for any person to willfully disrupt, damage, or destroy any wildlife habitat located in or upon a recreational resource, or to willfully remove any wildlife, habitat, or vegetation from a park except with the prior written authorization of the director. Wildlife habitat includes, but is not limited to, a den or nest containing wildlife or eggs.

(h) *Exceptions generally.* Nothing in this section shall be deemed to prevent the fishing of game fish at the Arvada/Blunn Reservoir in accordance with the rules set forth in article III of this chapter. Nothing in this section shall be deemed to prohibit the director from authorizing the disruption of, trapping of, or removal of an animal, wildlife, or wildlife habitat including the destruction or removal of any den or nest from a recreational resource managed by the director, in accordance with applicable state or federal laws. Nothing in this section shall be deemed to prevent an animal management officer or peace officer from taking lawful action to catch, attempt to catch, trap, chase, or kill any animal in or upon any recreational resource while acting within the course and scope of their duties, and as permitted under applicable law.

(i) *Penalty.* A violation of this sec. 66-46 shall be punished by a fine, imprisonment, or both not to exceed the limits established in sec. 1-5 of this Code, but in no event shall any such punishment exceed the maximum penalties set forth by state law for a violation that corresponds to a state offense prohibiting the same conduct.

Sec. 66-47. Interference with operations.

It shall be unlawful for any person to willfully fail to immediately comply with an order issued by a recreation official or peace officer to leave or otherwise vacate a recreational resource; to willfully fail to immediately comply with any other order issued by an official or officer related to the safe and efficient operation of the resource; or to hinder, obstruct, or otherwise interfere with any recreation official or peace officer in the discharge of their official duties. For purposes of this section, *recreation official* includes a uniformed or credentialed sports referee, umpire, judge, scorekeeper, timekeeper, or similar person officiating, working, or volunteering at a pre-scheduled or permitted sporting contest or event occurring in or upon a recreational resource owned or managed by the city or a district. A violation of this section shall be punished by a fine, imprisonment, or both not to exceed the limits established in sec. 1-5 of this Code, but in no event shall any such punishment exceed the maximum penalties set forth by state law if such violation corresponds to a state offense prohibiting the same conduct.

Sec. 66-48. Criminal mischief – recreational resource.

(a) *Definition.* For purposes of this section, *damage* means to cause harm to a recreational resource or any landscaping or structure in or upon a recreational resource by any means, including but not limited to the unauthorized burning, cutting, defacing, placing graffiti or marking upon, digging, driving upon, excavating, trenching, or otherwise injuring or impairing the natural beauty or usefulness of a recreational resource. Damage also includes but is not limited to the unauthorized alteration or modification to a designed or natural landscaping area, painting of turf, structures, or trail surfaces, mowing of maintained turf or natural vegetation surfaces, planting, pruning, removing, or in any way modifying trees, plants, flowers, turf, or other vegetation, whether natural or maintained, in or upon a recreational resource. Damage also includes but is not limited to the unauthorized removal of, modification to, adjustment to, connection to, or turning on or off an irrigation system or any part thereof, and the application of any fertilizer or other chemical to vegetation in or upon a recreational resource.

(b) *Unlawful act.* A person commits criminal mischief of a recreational resource when that person knowingly damages property, real or otherwise, in or upon a recreational resource.

(c) *Monetary damage.* This section shall apply only where the aggregate amount of damage to the real or personal property that is damaged or destroyed in a single criminal episode is less than $2,000.00.

(d) *Penalty.* A violation of this section shall be punished by a fine, imprisonment, or both not to exceed the limits established in sec. 1-5 of this Code, but in no event shall any such punishment exceed the maximum penalties set forth by state law if such violation corresponds to a state offense prohibiting the same conduct.

Sec. 66-49. Violation and penalty.

(a) *Penalty.* Except as otherwise set forth herein, a violation of this article shall be punished by a fine not to exceed the limits established in sec. 1-5 of this Code.

(b) *Continuing violation.* In accordance with sec. 1-5 of this Code, every day any violation of this article continues or is permitted or allowed to continue shall constitute a separate offense.

(c) *Concurrent remedies.* The initiation of a prosecution for a violation of a provision of this article shall not preclude the director from taking other appropriate actions to stop or reduce the possibility of a violation of a permit term or condition, city or State law, policy, procedure, rule, regulation, or code of conduct on or about the recreational resource, to stop or reduce the possibility of a disturbance occurring on or about a recreational resource, or from taking action that enhances safe and efficient operation of the resource and otherwise protects the health, safety, and welfare of the public.

Sec. 66-50—60. Reserved.

Article III. Arvada/Blunn Reservoir

Sec. 66-61. Title.

This article may be known and will be cited as the "Arvada/Blunn Reservoir Ordinance."

Sec. 66-62. Purpose.

The purpose of this article is to establish specific laws about the access to and use of the Reservoir to allow the public to enjoy or utilize this asset in ways that are respectful of the premises and to the rights of all users, and to facilitate sound recreational resource management.

Sec. 66-63. Definitions.

In this article, the following definitions apply, unless the context clearly requires otherwise:

Arvada/Blunn Reservoir, *Reservoir*, or *premises* means the lake, dam, spillways, appurtenances, and surrounding lands owned by the city and designated as the "Arvada/Blunn Reservoir" in Ordinance No. 2153 and that have been annexed to the city by Ordinance No. 2371 and by Ordinance No 2396. It does not include the West Arvada Dog Park or the Bird's Nest Disc Golf Park.

Fishing shall have the same meaning as set forth in Colo. Rev. Stat. §33-1-102.

Good cause means a reason that is supported by credible evidence to take a certain action. In the context of decision making about whether to summarily remove or trespass a person from the Arvada/Blunn Reservoir under this article, good cause

means that the director, a Reservoir coordinator, a Reservoir ranger, or peace officer has credible evidence that demonstrates a violation by an occupant or user of the Arvada/Blunn Reservoir or State law, policy, procedure, rule, regulation, or code of conduct, or that demonstrates an occupant or user has engaged in conduct that substantially interferes with the enjoyment of the Arvada/Blunn Reservoir by others or with the efficient operation of the Arvada/Blunn Reservoir.

Reservoir coordinator means the city employee authorized by the director to manage the day-to-day operations of the Arvada/Blunn Reservoir and includes the city's parks manager.

Reservoir permit means a permit to use the premises and includes but is not limited to an annual fishing permit, a daily fishing permit, an annual vehicle permit, a daily vehicle permit, and an annual boat permit.

Reservoir ranger means a uniformed or credentialed volunteer authorized by the city to oversee activities at the Arvada/Blunn Reservoir and assist in enforcing rules related to the safe use of the premises.

Sec. 66-64. Authority of the director.

The director has all the powers and duties with respect to the Reservoir as they have for other recreational resources set forth in elsewhere in this chapter, as well as the powers and duties set forth in this article.

Sec. 66-65. Hours of operation.

The Reservoir will be open to Reservoir permit holders from 7:00 a.m. to 7:00 p.m. beginning on April 1 through and including October 31 of each year unless there is ice on the Reservoir as determined by the director, or unless the Reservoir has been closed by the director under sec. 66-13 of this chapter, or due to high winds or other adverse weather events.

Sec. 66-66. Reservoir permits.

(a) *Issuance.* The director may issue permits to use the Reservoir.

(b) *Effect.* A permit allows for the use of the premises by the permit holder and their guests in accordance with the terms and conditions of the permit and applicable laws, policies, procedures, rules, regulations, or codes of conduct for the Reservoir.

(c) *Terms and conditions*. The director shall place terms and conditions on the issuance of a Reservoir permit or on the use of the premises as otherwise required in this chapter and may place additional conditions on a permit as the director sees fit in their sole discretion.

(d) *Transferability.* Reservoir permits are not transferable, except that an annual vehicle permit may be transferred from one wheeled vehicle registered to a permit holder to another wheeled vehicle registered to that permit holder if the vehicle's owner can demonstrate good cause for the transfer as it relates to ownership or damage to the first vehicle.

Sec. 66-67. Reservoir permit fees.

(a) *Definitions.* In this section, the following definitions apply unless the context clearly indicates otherwise:

Person with disabilities means a person who has a physical or mental impairment that substantially limits one or more major life activities. A person with a disability does not include a person currently engaged in illegal drug use.

Senior citizen means any person who is 62 years of age or older.

Veteran means a person who served in a branch of the United States military.

Youth means any person who is under the age of 18 years.

(b) *Generally.* Fees for Reservoir permits shall be set in accordance with the provisions of sec. 66-16 of this chapter.

(c) *Reduced rates.* The director, in conjunction with the adoption of fees relating to the use of the Arvada/Blunn Reservoir, may set reduced permit rates for the following persons: city residents, veterans, persons with disabilities, senior citizens, and youth.

(1) *Supporting documentation.* In responding to a request for a reduced permit fee relating to the use of the Arvada/Blunn reservoir, the director may, in their sole discretion, request from the permit applicant any documentation necessary to demonstrate the applicant's qualification for the reduced fee. The director may determine based on the documentation provided whether the applicant qualifies for a reduced permit fee rate.

(2) *Appeal of director's denial.* Any person aggrieved by the director's decision to deny a reduced permit fee who wishes to appeal the decision must file with the director by electronic or first-class U.S. Mail a written request for a reconsideration of the matter along with any relevant documentation to be considered by the director in reconsidering the decision. The reconsideration request must be received by the director within seven days of the director's decision. The director shall conduct a review of the record and may issue a ruling on the reconsideration request within 21 days of the request. If no such ruling is issued by the director, the reconsideration

request will be deemed denied. Any decision of the director under this section shall be deemed a final agency decision under Rule 106 of the Colorado Rules of Civil Procedure.

(d) *Refund.* No refund is due a permit holder whose has been summarily removed or trespassed from the premises under sec. 66-68 of this article, or who has been trespassed from the premises under a no trespass order issued by a peace officer under sec. 62-4-504.5 of this Code.

Sec. 66-68. Use of the Reservoir; remedies for inappropriate use.

(a) *Use.* The principal recreational use of the Arvada/Blunn Reservoir is for the fishing of game fish as that term is defined in Colo. Rev. Stat. §33-1-102.

(b) *Summary removal.* A recreation official or peace officer may for good cause order any person to leave the premises. A person who is summarily removed from the premises for good cause shall not return to the premises that same day.

(1) *Hazardous situations.* Nothing in this subsection shall be deemed to limit the authority of a recreation official or peace officer to issue an order to vacate the premises, or to take other action reasonably necessary to respond to inclement weather or another hazardous condition or situation. An order to vacate or other action taken by a recreational official or peace officer under this subsection (b) shall not be deemed to be a modification, temporary suspension, suspension, or revocation of a permit.

(c) *Director's trespass authority.* The director may for good cause shown trespass any person from the premises. A trespass notice limiting, restricting, revoking, or prohibiting access to the premises issued under this subsection (c) may remain in effect for no more than six months following the date of the director's notice. A person need not be summarily removed from the premises before the director takes action to trespass that person from the premises.

(d) *Process to trespass user from the Reservoir.*

(1) *Notice.* The director shall provide notice to the person whose access to the premises is to be limited, restricted, revoked, or prohibited under subsection (c) of this section as set forth in sec. 66-17 of this Code.

(2) *Appeal of the director's action.* A person who has been trespassed from the premises may appeal the director's action as set forth in sec. 66-17 of this Code.

(3) *Review by hearing officer.* The review of evidence in the record and the hearing officer's actions shall take place as set forth in sec. 66-17 of this Code.

(4) *Review by court.* The decision of the hearing officer shall be considered a final agency decision reviewable under Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

(e) *Concurrent remedies*. A person may be summarily removed from the premises by order of a recreation official or peace officer, or trespassed from the premises by the director, or both. A person need not be summarily removed from the premises before the director takes action to trespass that person from the premises. Nothing in this section may be deemed to limit the authority of the director to otherwise enforce the provisions of a licensing or use agreement or the terms or conditions of a permit. Nothing in this section may be deemed to limit the authority of a peace officer to issue a summons and complaint or arrest for a violation of law committed in or upon the premises and for which they have probable cause, or to issue a no trespass order under sec. 62-4-504.5 of this Code or as otherwise authorized by law.

Sec. 66-69. Unlawful acts.

(a) *Entry and use, generally.* In addition to the unlawful acts set forth in this section, all acts declared to be unlawful in or upon other recreational resources are also declared to be unlawful upon the Reservoir premises. It shall be unlawful for any person to:

(1) Enter the premises in a vehicle from anywhere except at the main entrance located on West 66th Avenue;

(2) Operate a motorized vehicle in excess of 10 miles per hour anywhere on the premises;

(3) Operate a motorized vehicle anywhere on the premises except on the entrance road or parking lot;

(4) Operate a motorized vehicle in or upon the premises or allow a motorized vehicle in or upon the premises that does not have affixed to the lower left side of the front windshield at all times a current and valid Reservoir permit, or displayed prominently from within the vehicle so as to be clearly visible from the outside a daily Reservoir permit for the vehicle;

(5) Enter the premises in a vehicle containing more than six people, including a permit holder except with the prior permission of the director, the parks manager, or the reservoir coordinator;

(6) Be or remain within 50 feet of the small ponds located south of the Reservoir but north of West 66th Avenue;

(7) Be or remain inside the inner perimeter of land immediately surrounding the Reservoir except with a valid boating or fishing permit and only then as permitted by signage;

(8) Walk or bike upon the premises or remain in or upon any area except upon a designated and signed trail; or

(9) Be or remain on the premises at any time other than during the Reservoir's hours of operation.

(b) *Boating.*

(1) It shall be unlawful to for any person to launch or operate a boat in or upon the Reservoir:

(i) Before 7:00 a.m. or after 7:00 p.m.;

(ii) Without always having on board while the boat is in the water one Coast Guard approved lifesaving device for each occupant of the boat, and any additional safety equipment required by the State;

(iii) Unless the boat and operation thereof conforms with the rules and regulations promulgated by the Colorado Division of Parks and Wildlife, including but not limited to submitting to any inspection required by State authorities;

(iv) That does not carry or hold a person 16 years of age or older;

(v) That does not have affixed to the left bow a current and valid Reservoir permit;

(vi) That has or is equipped with a gasoline-powered engine, except that boats may have or be equipped with an electric trolling motor;

(vii) Within 75 feet of any person fishing from the shore of the Reservoir, except when engaged in departing from or returning to the boat dock or ramp; or

(viii) In a careless or reckless manner.

(2) It shall be unlawful for any person to launch a boat except from upon the boat dock or ramp.

(3) To eliminate unnecessary delays in the launching of a boat from the boat ramp, each person engaged in launching a boat shall work diligently to launch the boat expeditiously and without avoidable delays. It shall be unlawful for any person to fail to launch or unnecessarily delay the launch of a boat.

(c) *Fishing.*

(1) *Unlawful acts.* It shall be unlawful for any person to fish in or upon the Reservoir:

(i) Unless they have in their possession a valid Colorado fishing license;

(ii) Except with a fishing permit issued under the authority of the director;

(iii) From the dam, spillway, a marked wildlife area, or any area of the Reservoir cordoned or marked off with buoys;

(iv) Except where permitted by sign; or

(v) Except in conformance with all Colorado fishing laws, rules, and regulations.

(2) *Bag limit.* It shall be unlawful for any person to have in their possession more than the number of fish allowed under the daily bag limit established by the State. For purposes of this subsection, daily bag limit means the maximum number of fish a person can take in a day, regardless of what that person does with the fish that day. Fish caught and placed on a stringer, in a container or live well, or not returned to the same water immediately, count toward a person's daily bag or possession limit. Fish released immediately are not part of the limit.

(d) *Pet or domesticated animals.* It shall be unlawful for any person to have in their custody or allow any pet or domesticated animal in or upon the premises.

(e) *Exceptions.* Nothing in this section shall be deemed to prohibit a peace officer or other first responder, a recreation official, or an authorized contractor from being in or upon the premises outside of the hours of operation for the Reservoir or in violation of a use limitation, restriction, or prohibition while working within the course and scope of their duties.

Sec. 66-70. Interference with operations.

It shall be unlawful for any person to willfully fail to immediately comply with an order issued by a recreation official or peace officer to leave or otherwise vacate the premises; to willfully fail to immediately comply with any other order issued by the recreational official related to the safe and efficient operation of the premises; or to hinder, obstruct, or otherwise interfere with any recreation official in the discharge of their official duties. For purposes of this section, *recreation official* includes the director, a Reservoir coordinator, and a Reservoir ranger. A violation of this section shall be punished by a fine, imprisonment, or both not to exceed the limits established in sec. 1-5 of this Code, but in

no event shall any such punishment exceed the maximum penalties set forth by state law if such violation corresponds to a state offense prohibiting the same conduct.

Sec. 66-71. Violation and penalty.

(a) *Penalty.* Except as otherwise noted in this article, a violation of this article shall be punishable by a fine not to exceed the limits established in sec. 1-5 of this Code.

(b) *Continuing violation.* In accordance with sec. 1-5 of this Code, every day any violation of this article continues or is permitted or allowed to continue shall constitute a separate offense.

(c) *Concurrent remedies.* The initiation of a prosecution for a violation of a provision of this article shall not preclude the director from taking other appropriate actions to stop or reduce the possibility of a violation of a permit term or condition, city or State law, policy, procedure, rule, regulation, or code of conduct on or about the Reservoir, to stop or reduce the possibility of a disturbance occurring on or about the premises, or from taking action that enhances safe and efficient operation of the Reservoir and otherwise protects the health, safety, and welfare of the public.

Sec. 66-72—80. Reserved.

Article IV. City-Operated Golf Courses.

Sec. 66-81—90. Reserved.

Sec. 66-91. Definitions.

In this article, the following definitions apply, unless the context clearly requires otherwise:

Alcohol or *alcohol beverage* means a fermented malt beverage or malt, vinous, or spirituous liquor.

City-operated golf course means a golf course facility operated by the City of Arvada and includes the golf course, driving range, clubhouse, restaurant, bar, pro shop, operations and maintenance buildings, sidewalks, and parking areas, but does not include the roadway along the perimeter of a golf course.

Modification means to alter, adjust, change, damage, or move.

Sec. 66-92. Hours of operation.

The director shall have the authority to establish operating hours for a city-operated golf course. Unless otherwise authorized by the director, it shall be unlawful for any person to be on a city-operated golf course at a time other than the established operating hours.

Sec. 66-93. Alcohol.

An alcohol beverage purchased at a city-operated golf course may only be consumed on the premises of a city-operated golf course. It shall be unlawful to possess or consume alcohol purchased off of the premises of a city-operated golf course while on such premises.

Sec. 66-94. Golf cars.

(a) *Golf cars*.

(1) A golf car may be operated on a city-operated golf course only if rented from the city-operated golf course. No personal golf cars will be permitted on the premises of a city-operated golf course.

(2) A golf car may only be rented to and operated by a person 18 years of age or older who presents a valid driver's license.

(3) No more than two riders are permitted in each golf car. Riders must be seated when the golf car is moving.

(4) A golf car must be operated responsibly. It shall be unlawful for any person to operate or handle any golf car in such a manner as to unjustifiably or unnecessarily annoy, frighten, or endanger other golfers or other users of golf cars or to operate such golf car in a reckless or careless manner.

(5) Failure to comply with this subsection (a) of this section may result in termination of the golf car rental and removal from the golf course in accordance with sec. 66-98 of this Code.

(b) *Other vehicles.* Unless explicitly authorized by the director, or designee thereof, it shall be unlawful to operate a human-powered vehicle or motorized vehicle, except a wheelchair or golf car, on a city-operated golf course.

Sec. 66-95. Fishing prohibited.

It shall be unlawful to fish in any waters on a city-operated golf course.

Sec. 66-96. Modifications to grounds.

It shall be unlawful for any person, other than authorized personnel, to intentionally make or cause modifications outside of the normal course of play, temporary or permanent, to a city-operated golf course.

Sec. 66-97. Interference with course operations.

It shall be unlawful for any person to willfully fail or refuse to comply with any directive of a recreational official at a city-operated golf course that is intended to protect the health,

safety, and welfare of the users of the city-operated golf course or to protect or preserve the condition and use of the city-operated golf course, or to hinder, obstruct, or otherwise interfere with any recreational official at a city-operated golf course in the discharge of their official duties. A violation of this section shall be punished by a fine, imprisonment, or both not to exceed the limits established in sec. 1-5 of this Code, but in no event shall any such punishment exceed the maximum penalties set forth by state law if such violation corresponds to a state offense prohibiting the same conduct.

Sec. 66-98. Admittance refused; removal from premises.

(a) *Admittance refused.* The director or a recreational official is authorized to refuse admission to a city-operated golf course to any person who is clearly intoxicated or under the influence of drugs or alcohol; who fails to comply with any applicable rules, regulations, or codes of conduct; or when deemed to be in the best interest of orderly operation and management of the golf course.

(b) *Summary removal.* The director, a recreational official, or a peace officer may, for good cause, order any person to leave the premises of a city-operated golf course. A person who is summarily removed from a city-operated golf course for good cause shall not return to the premises that same day.

(c) *Director's authority to trespass.* The director may, for good cause shown, trespass any person from a city-operated golf course. A trespass notice limiting, restricting, revoking, or prohibiting access to the premises issued under this subsection (c) may remain in effect for no more than six months following the date of the director's notice. A person need not be summarily removed from the premises before the director takes action to trespass that person from the premises.

(d) *Process to trespass from a city-operated golf course.*

(1) *Notice.* The director shall provide notice to the person whose access to the premises is to be limited, restricted, revoked, or prohibited under subsection (c) of this section as set forth in sec. 66-17 of this Code.

(2) *Appeal of the director's action.* A person who has been trespassed from the premises may appeal the director's action as set forth in sec. 66-17 of this Code.

(3) *Review by hearing officer.* The review of evidence in the record and the hearing officer's actions shall take place as set forth in sec. 66-17 of this Code.

(4) *Review by court.* The decision of the hearing officer shall be considered a final agency decision reviewable under Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

(e) *Concurrent remedies.* A person may be summarily removed from a city-operated golf course by order of the director or peace officer, or trespassed from the golf course by the director, or both. Nothing in this section may be deemed to limit the authority of a peace officer to issue a summons and complaint or arrest for a violation of law committed in or upon a city-operated golf course and for which they have probable cause, or to issue a no trespass order under sec. 62-4-504.5 of this Code or as otherwise authorized by law.

(f) *No refunds issued.* Should a person be denied admittance, summarily removed, or be trespassed from a city-operated golf course, all outstanding golf course use fees, pro shop charges, restaurant, and bar charges incurred by that person or the person's group remain due and owing to the golf course. A person who holds an annual membership or pass to a city-operated golf course but who is denied admittance, summarily removed, or trespassed from the golf course is not eligible for a refund of all or a portion of their membership fee.

Sec. 66-99. Rules, regulations, or codes of conduct.

The city manager may, after public hearing, adopt rules, regulations, or codes of conduct governing the use of a city-operated golf course as may be necessary to ensure the safe and efficient operation of the golf course and otherwise protect the health, safety, and welfare of the public. The adoption and publication of such rules, regulations, or codes of conduct shall be in accordance with Chapter 2 of this Code.

Sec. 66-100. Violation and penalty.

(a) *Penalty.* Except as otherwise noted in this article, a violation of this article shall be punishable by a fine not to exceed the limits established in sec. 1-5 of this Code.

(b) *Continuing violation.* In accordance with sec. 1-5 of this Code, every day any violation of this article continues or is permitted or allowed to continue shall constitute a separate offense.

(c) *Concurrent remedies.* The initiation of a prosecution for a violation of a provision of this article shall not preclude the director from taking other appropriate actions to stop or reduce the possibility of a violation of city or State law, policy, procedure, rule, regulation, or code of conduct on or about a city-operated golf course, to stop or reduce the possibility of a disturbance occurring on or about the premises, or from taking action that enhances safe and efficient operation of the golf course and otherwise protects the health, safety, and welfare of the public.

Sec. 66-101—110. Reserved."

Section 2. Savings. The repeal of language from the City Code as noted herein shall not affect or prevent the prosecution or punishment of any person for any act done or committed prior to the effective date of this ordinance and that is in violation of the sections repealed by this ordinance.

Section 3. Severability. Should any provision of this ordinance be declared by a court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared unconstitutional or invalid. The City Council declares it would have adopted this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 4. This ordinance shall be effective five days after publication.

INTRODUCED, READ, AND ORDERED PUBLISHED this 17th day of February, 2026.

PASSED, ADOPTED AND APPROVED this 3rd day of March, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

Publication Dates: February 19, 2026
March 5, 2026

REDLINE/STRIKETHROUGH VERSION

FOR INFORMATION ONLY – NOT PART OF THE ORDINANCE

Underlined indicates new material
~~Strikethrough~~ indicates deleted material

PARKS AND RECREATION

Article I.

~~In General.~~ Administration and Management of Recreational Resources

Secs. 66-10 – 66-~~2~~10. Reserved.

Sec. 66-11. Legislative declaration; purpose.

The city council hereby finds that the city offers a vast array of open space areas, parks, recreational facilities, and urban design amenities that are heavily used and greatly valued by citizens. As the steward of these recreational resources, the city is obligated to use best practices to manage these assets in ways that maximize the enjoyment of these areas by all users; that reduce potential risks to users and to property; and that enhance the role these recreational resources play in creating vibrant neighborhoods. The city council also finds that efforts to regulate activities in and upon open space areas, parks, recreational facilities, and urban design amenities are necessary to protect those assets and the health, safety, and welfare of the public.

The purpose of this ordinance is to establish laws governing the access to and use of open space areas, parks, recreational facilities, and urban design amenities to allow the public to enjoy or utilize these resources in ways that are respectful of these properties and all users. In addition, the purpose of this ordinance is to facilitate sound parks and recreation management techniques and initiatives focused on ensuring the resilience, sustainability, and long-term viability of these valuable recreational assets.

Sec. 66-12. Definitions.

In this chapter, the following definitions apply, unless the context clearly requires otherwise:

> *Alcohol beverage* has the same meaning as that set forth in Colo. Rev. Stat. §44-3-103 as may be from time to time amended, except that it shall not include a spirituous liquor as defined in Colo. Rev. Stat. §44-3-103(54).
>
> *Day* means a calendar day.
>
> *Director* means the director of the city's Vibrant Community and Neighborhoods work system or designee thereof.

District means any parks and recreation district approved by the city that is located partly or wholly within Arvada.

Good cause means a reason that is supported by credible evidence to take a certain action. In the context of decision making about whether to summarily remove or trespass a person from a recreational resource under this chapter, good cause means that a director, recreation official, or peace officer has credible evidence that demonstrates a violation by an occupant or user of the resource of a city or State law, policy, procedure, rule, regulation, or code of conduct, or that demonstrates an occupant or user has engaged in conduct that substantially interferes with the enjoyment of the resource by others or with the efficient operation of the resource.

Human-powered vehicle means a mode of transportation that uses only human muscle to power for propulsion, such as a bicycle, tricycle, skateboard, etc.

Motorized vehicle means a self-propelled vehicle which is designed primarily for travel on the public highways, and which is generally and commonly used to transport persons and property over the public highways. For purposes of this chapter, it also includes but is not limited to electric devices as that term is defined in sec. 54-91 of this Code, electric scooters, farm tractors, golf cars, low-power scooters, low-speed electric vehicles, motorcycles, mini-bikes and other similar vehicles, and off-highway vehicles, but does not include wheelchairs or vehicles moved solely by human power.

Open space or *open space area* means a city-owned or managed property not formally designated by the city as a park that is maintained predominantly in a natural, scenic, and open condition to preserve the area for passive recreational pursuits consistent with the protection of open land and the environment, including but not limited to a green belt or other similar area, a bank or bed of a non-navigable fresh stream flowing through an open space area, a walkway or other pathway within the open space area, and a city-owned parking lot in or upon an open space area. It does not include a city sidewalk or a street or roadway along the perimeter of an open space area and does not include a park, recreational facility, or urban design amenity.

Park means a city-owned or managed property located within the city that is formally designated by the city as a park, including but not limited to a bank or bed of a non-navigable fresh stream flowing through a park, a flower garden, lawn, or other natural or landscaped area in or upon a park, a splash pad area in or upon a park, an off-leash dog park, a city-owned parking lot in or upon a park, a sidewalk or other pathway in or upon a park, or a picnic table, shelter, or other city-owned structure in or upon a park. It does not include a city sidewalk or a street or roadway along the perimeter of a park and does not include an open space area, a recreational facility, or an urban design amenity.

Permit means a license, permit, or use agreement issued by the director that allows for the use of a recreational resource, including but not limited to an alcohol beverages permit, a fishing permit, a field programming permit, a park use permit, or a pavilion use permit.

Recreational facility means a city-owned or managed place or premises dedicated generally to or used for a specific sporting activity or recreational pursuit engaged in by the public. It includes but is not limited to the Arvada/Blunn reservoir, a lake or other body of water, a bicycle, equestrian, or pedestrian path or trail, a city- or district-owned parking lot in or upon a recreational facility, a bank or bed of a non-navigable fresh stream flowing through an outdoor recreational facility, a golf course, club house, indoor or outdoor baseball diamond, basketball court, equestrian center, fitness center, football field, ice rink, pickleball court, soccer field, skate park area, swimming pool, tennis court, and the appurtenances thereto. It does not include a city sidewalk or a street or roadway along the perimeter of a recreational facility and does not include an open space area, park, or an urban design amenity.

Recreation official means an employee of the City of Arvada or a district who is acting within the course and scope of their duties. It also includes a uniformed or credentialed volunteer authorized by the city to act as a park or reservoir ranger or to work during a city festival or similar permitted or special event who is acting within the course and scope of their duties, and a volunteer authorized by a district who is acting within the course and scope of their duties.

Recreational resource or *resource* means a city-owned or managed open space area, park, recreational facility, urban design amenity, and includes any other city-owned asset managed by the director.

Sign or *signage* means an announcement or communication that is produced in whole or in part by the construction, erection, affixing, or placing of a placard or structure, or produced by painting on or posting or placing any printed, lettered, pictured, figured, or colored material on any building, structure, or surface.

Structure means anything constructed or erected, the use of which requires a location on the ground or attached to something having a location on the ground. It includes a tent or similar portable shelter made of fabric or similar material stretched over poles or other supports that is typically fixed to the ground by means of a stake or stakes and that may be enclosed by means of a zipper, ties, or similar device such that an occupant would not be readily visible from outside of the tent when closed. It does not include a canopy or tarpaulin typically used as a temporary sunshade that is no larger than 64 square feet in total area, designed to always be completely open on one or more sides, and not affixed to the ground by means of a stake or stakes.

Urban design amenity means an outdoor area located within the city, owned by the city, and made available by the city for the enjoyment or viewing pleasure of the

public, including but not limited to a flower garden, lawn, or other natural or designed landscaped area running along or beside a city sidewalk or a street or roadway, or other area designated by the city as an urban design amenity, or a bank or bed of a non-navigable fresh stream flowing through an urban design amenity. It does not include a city sidewalk or a street or roadway along the perimeter of an urban design amenity and does not include an open space area, a park, or a recreational facility.

Sec. 66-13. Authority of the director.

(a) *Generally.* The director is responsible for managing recreational resources in ways that maximize the enjoyment of these resources by all users, that reduce potential health and safety risks to users, that promote resilience and sustainability, that protect the long-term viability of the properties themselves, that communicate to the public an understanding of the purposes and uses of recreational resources and the practical limitations on those uses, and that enhance the role these resources play in creating vibrant neighborhoods and a safe community.

(b) *Operations.* The director has the power and authority to establish and enforce policies, procedures, rules, regulations, and codes of conducts related to the management, operation, and control of recreational resources, the occupancy and use of these resources, the construction, care, maintenance, and repair of any structure thereon, and the care of the land on which these resources are located as set forth herein.

(1) *Manage and schedule operations.* The director may develop and administer a system to manage the use, permitted use, programming, and scheduling of any recreational resource managed by the city, and create, issue, modify, suspend, or revoke any permit used to administer that system.

(2) *Regulate occupancy and use.* The director may regulate the time, place and manner of activities in or upon a recreational resource, authorize the closure of or limit or restrict the occupancy and use of a recreational resource or portion thereof or otherwise act to protect designed or natural features and structures in or upon a resource from damage or overuse, to protect the value and viability of the resource, or to protect the health, safety, or welfare of the public. The director may take any reasonable action to facilitate these actions, including enclosing a resource or portion thereof. The director may authorize the issuance or posting of signs or other notices setting forth the hours of operation of any recreational resource as well as any limitation, restriction, or prohibition on the occupancy or use of that resource.

(i) In making a decision to limit, restrict, or prohibit the access to, use of, or occupation of a recreational resource, the director may consider common or best resilience principles and sustainable parks

and recreational resources management practices, the identity of an area, the resource's traditional or future use, circulation control, the need to protect the resource from damage, the most efficient use of construction, repair, and maintenance staff and resources, education of the public, or any other relevant consideration.

(ii) The posting or placement of a sign by the director under this subsection (b) shall not constitute or be deemed to be the adoption of a rule.

(3) *Set fees.* The director may assess, impose, and publish in accordance with chapter 2 of this Code a fees schedule relating to the permitted use, field or facility sports programming use, licensing, or other use of any recreational resource, and damage or other deposits as may be reasonably necessary to protect recreational assets and facilitate the efficient use and management of these resources.

(4) *Trespass users*. Understanding that owners and managers of property have the right to limit, restrict, or prohibit access to that property under sec. 62-4-504.5 of this Code, the director may for good cause limit, restrict, revoke, or otherwise prohibit the access to or use of any recreational resource by any user reasonably deemed by the director to be in violation of any applicable city or State law, policy, procedure, rule, regulation, or code of conduct in accordance with the procedures set forth in this chapter.

(5) *Clean, repair, and maintain structures and land.* The director may authorize the cleaning, repair, and maintenance of, and construction or landscaping in or upon a recreational resource and remove or have removed an unpermitted structure found in or upon a recreational resource, including an unpermitted structure that is found in a park after 11:00 p.m. or before sunrise the next day.

(6) *Return certain property.* Consistent with existing law and upon request of the city manager, the director may ensure that any recreational resource situated on property owned by the city's Water Fund be returned for use by the city's utilities department. These resources include but are not limited to the Arvada/Blunn Reservoir, the Bird's Nest Disc Golf Course, the West Arvada Dog Park, and any other recreational resource created in the future upon property owned by the city's Water Fund.

(7) *Other.* The director is authorized to take any other action reasonably necessary to administer, facilitate, or enforce upon the provisions of this chapter to ensure the city's recreational resources are developed, maintained, and managed in ways that enhance the overall quality of life for recreational resource users and residents, that promote sustainable

practices, that promote necessary health and safety measures, that preserve as appropriate objects or areas of cultural, historic, or scientific value or interest, that help mitigate the impacts of unusual weather or other events so as to increase the resilience of our recreational resources, and to otherwise preserve and protect the long-term viability of these valuable assets.

Sec. 66-14. Hours of operation.

Except as otherwise set forth herein, open space areas and parks will be open to the public between sunrise and 11:00 p.m. each day. Except as otherwise set forth herein, recreational facilities will be open to the public at regular operating hours designated by the director and posted at the facility or on the internet as appropriate.

Sec. 66-15. Recreational resource permit.

(a) *Issuance.* The director may issue permits to use a recreational resource. For purposes of this chapter, entering into a license or use agreement shall be deemed to be the issuance of a permit. A permit pertaining to use of the Arvada/Blunn Reservoir will be issued under article III of this chapter. The director may modify, suspend, or revoke a previously issued permit.

(1) *Effect.* A permit allows for the reservation and use of a recreational resource or any area within a recreational resource by the permit holder for a planned event or activity or for a certain period according to the terms and conditions of the permit.

(2) *Transferability.* A permit is not transferable unless the terms and conditions of the permit allows for its transfer.

(b) *Terms and conditions.*

(1) *Mandatory.* Each permit will be subject to the terms and conditions noted on the permit or otherwise published on the City's website. At a minimum, each permit to use a recreational resource or portion thereof must contain the following terms or conditions:

(i) Payment of fees. The permit holder must agree to pay all permit, service, and damage or other deposit fees, and agree to pay reasonable clean up and repair costs not covered by the damage deposit for the permitted event;

(ii) Compliance with laws. The permit is conditioned on compliance with any laws, policies, procedures, rules, regulations, or codes of conduct applicable to that recreational resource;

(iii) *Display.* The permit must be displayed at the event or be available for immediate display upon request by a recreation official or peace officer on the day(s) and during the time or times designated in the permit;

(iv) *Noise.* The permit holder is responsible for ensuring that activities at the permitted event do not create noise that is unreasonable considering the nature of the permitted event and the activities allowed under the permit; and

(v) *Suspension or revocation.* The permit holder must acknowledge that the director may modify, suspend, or revoke a permit. Remedies, if any, for the modification, suspension, or revocation of a permit shall be noted in the terms and conditions of the permit.

(2) *Other.* The director may place additional terms and conditions on the issuance of a permit for the use of a recreational resource or portion thereof under a permit, including but not limited to the following terms and conditions:

(i) *Insurance.* A permit holder may be required to acquire and show proof of insurance sufficient to insure against risks reasonably anticipated as part of the permitted endeavor or activity as determined in the sole discretion of the director; or

(ii) *Tents.* Notwithstanding any other provision of this Code, the director may allow the construction or erection of a tent or other structure by the permit holder in or upon a recreational resource and may allow the tent or other structure to remain in or upon the recreational resource for the duration of the permit, including overnight; or

(iii) *Alcohol beverages*. The director may permit the consumption of alcohol beverages only to a natural person 21 years of age or older, and only for recreational resources designated by the director. Any permit granted for the use of alcohol beverages must contain the following conditions:

a. *Hours permitted.* Each permit that allows for the consumption of alcohol beverages upon the permitted premises shall set forth the specific time at which the consumption of the beverage(s) may begin and end on each day the permit is granted;

b. *Glass containers prohibited.* All containers used to transport alcohol beverages to or from the premises and to

consume beverages at the event must be of non-glass material; and

c. *Permit holder to remain on premises.* The permit holder must remain on the premises at any time during which alcohol beverages are available for consumption on the permitted premises.

Sec. 66-16. Fees.

(a) *Permit fees.* The director may set and shall assess a fee for each permit as noted in the applicable fees schedule and may set and shall assess a damage or other deposit fee.

(1) *Refunds.* No refund of a fee for a permit that has been modified, suspended, or revoked by the director is due the permit holder, except where the permit was suspended or revoked due to circumstances entirely out of the permittee's control, such as an adverse weather event. In that case, the permit fee may be refunded on a pro-rated basis. No refund of a city permit or service fee is due a permit holder who has been summarily removed or trespassed from the premises of a permitted event under sec. 66-17 of this article, or who has been trespassed from the premises of a permitted event under a no trespass order issued by a peace officer under sec. 62-4-504.5 of this Code. A damage deposit fee may be refunded in whole or in part in accordance with the provisions of this chapter if the area subject to the permit is in clean condition, and if no damage other than reasonable wear and tear occurred during the time the permit holder utilized the permitted area.

(b) *Other fees.* The director may set and shall assess service or other fees as noted in the applicable fees schedule.

(c) *Setting.* In setting permit fees, damage or deposit fees, and service or other fees, the director may consider any factor or cost deemed relevant in covering or recovering the direct and indirect costs of providing the service or the use of the recreational resource, including but not limited to the nature of the use of the resource, the type and location of an event, the level of disruption caused by an event or activity, whether alcohol beverages are permitted at an event, the need for trash collection and removal, the need for cleaning, and the need to repair damage to any recreational resource following an event. Damage or other deposits related to the use of a recreational resource may not be reduced for any person, group, or organization. All permit fees shall be set and published in accordance with the procedures set forth in chapter 2 of this Code.

Sec. 66-17. Use of recreational resources; remedies for inappropriate use.

(a) *Use.* All recreational resources are available for use or enjoyment by the public on a "first-come, first-served" basis as appropriate to the resource and throughout the

year unless otherwise indicated by signage, or unless the resource or an area within that resource has been reserved by a permit or is otherwise subject to the city's field programming scheduling system. Notwithstanding the above, the city may, by intergovernmental agreement, give priority to certain sports or recreational activities sponsored or programmed by a special district.

(b) *Summary removal.* A recreation official or peace officer may for good cause order any person to leave a recreational resource. A person who is summarily removed from a recreational resource for good cause shall not return to that resource that same day.

(c) *Trespass.*

(1) *Director's authority.* The director may for good cause trespass any person from a recreational resource. A trespass notice limiting, restricting, revoking, or prohibiting access to a recreational resource issued under this subsection (c) may remain in effect for no more than six months following the date of the director's notice. A person need not be summarily removed from a recreational resource before the director takes action to trespass that person from the resource.

(2) *Process.*

(i) *Notice*. The director shall provide notice to any person whose access to a recreational resource is to be limited, restricted, revoked, or prohibited under subsection (c) of this section by sending a letter by first class U.S. Mail or by electronic mail to the person's last known physical or electronic address, or by personal service. The notice must generally describe the date and nature of the conduct that prompted the enforcement action, and the nature, scope, and length of the enforcement action. The notice shall also state that the person is entitled to be heard about whether the evidence in the record supported the director's trespass action and provide information about how to appeal the action.

(ii) *Appeal of the director's action.* A person who has been trespassed from recreational resource may appeal the director's action by filing with the Arvada Municipal Court, within 14 days of the date of the director's notice, a written request for review of the director's action on form prescribed by the court, along with a statement or other evidence explaining why there was not good cause for the director's action.

(iii) *Review by hearing officer.* The presiding municipal court judge or designee thereof acting as a hearing officer shall, within 21 days of the date the appeal was filed, review the evidence submitted by the appellant, along with any information submitted by the director, and issue a written decision about the matter. The only issue to be determined by the hearing officer is whether there exists in the record good cause to support the director's

action. Should the hearing officer determine that there was not sufficient evidence in the record to support the director's action, the sole remedy is that the person will be allowed to return to the recreational resource. Should the hearing officer fail to issue a written decision within 21 days, the hearing officer will be deemed to have found good cause for the director's action. Nothing in this section shall be deemed to permit a violation of the terms and conditions of any permit, or a violation of any law, policy, procedure, rule, regulation, or code of conduct by a person whose ability to access or use a recreational recourse has been restored or reinstated.

(3) *Review by court.* The decision of the hearing officer shall be considered a final agency decision reviewable under Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

(d) *Concurrent remedies.* A person may be summarily removed from a recreational resource by order of a recreation official or peace officer, or trespassed from that resource by the director, or both. Nothing in this section may be deemed to limit the authority of the director to otherwise enforce the provisions of a licensing or use agreement or contract or the terms or conditions of a permit. Nothing in this section may be deemed to limit the authority of a peace officer to issue a summons and complaint or arrest for a violation of law committed in or upon a recreational resource and for which they have probable cause, or to issue a no trespass order under sec. 62-4-504.5 of this Code or as otherwise authorized by law.

Sec. 66-18 -- 30. Reserved.

Article II.

~~Public Parks Regulations.~~ Unlawful Acts

~~Sec. 66-21. Definition.~~

~~For the purposes of this chapter, the terms "park" and "public park" shall be defined to include any recreation facility located within the city, owned by either the city or the North Jeffco Metropolitan Park and Recreation District, including, but not limited to, swimming pools, tennis courts, ice rinks, basketball courts, pedestrian and bicycle paths, green belts, picnic facilities, lawns and gardens.~~

~~Sec. 66-22. Penalties.~~

~~Any violation of the public parks regulations contained in this chapter shall be punishable by a fine not to exceed the limits established in section 1-5.~~

~~Sec. 66-23. Erection of tents and buildings.~~

~~It shall be unlawful for any person to build or place any tent, building, booth, stand or other structure, in or upon any public park within the city, without first having obtained a permit to do so from the director of parks, golf and hospitality services.~~

~~Sec. 66-24. Vehicle speed limit.~~

~~It shall be unlawful for any person to drive or ride a motorized vehicle, where otherwise permitted, in any public park at a speed greater than 15 miles per hour.~~

~~Sec. 66-25. Snow and ice activities.~~

~~It shall be unlawful to sled, ski, snowboard, ice skate, or snowshoe on any golf course or where such activity is prohibited by sign.~~

~~Sec. 66-26. Horses.~~

~~It shall be unlawful for any person to ride, lead or otherwise permit any horse in or upon any public park, except for posted equestrian trails and posted equestrian centers.~~

~~Sec. 66-27. Closed areas generally.~~

~~It shall be unlawful for any person to enter into or trespass upon any enclosed areas of a park, including, but not limited to, fenced swimming pools, tennis courts and buildings whenever such facilities are closed to the public by locked gates, doors or barricades or where any enclosed area of a park is posted with a sign restricting the use of said facility.~~

~~Sec. 66-28. Lakes, ponds and streams.~~

~~In any lake, stream or pond in any public park within the city, no person shall swim, wade, boat, raft or ice skate unless signs are posted expressly permitting such activity.~~

~~Sec. 66-29. Hazardous activity.~~

~~It shall be unlawful for any person to engage in any activity in a public park which may constitute a hazard to the safety of other users of such facility, except that such activity may be conducted in areas specifically designed for such activity. Such activities include, but are not limited to, archery and hitting golf balls.~~

~~Sec. 66-30. Littering.~~

~~It shall be unlawful for any person to:~~

~~(1) Dump, deposit or dispose of any glass, paper, can, bottle, box, garbage or any other trash whatsoever anywhere in any public park within the city, except in a trash receptacle provided for such purpose.~~

~~(2) Discharge or otherwise place in any pool, fountain, lake or stream within a public park or recreation facility any substance, matter or thing which may result in pollution of said waters.~~

~~Sec. 66-31. Destruction of park property.~~

~~(a) It shall be unlawful for any person to cut, mark, remove, break or in any way injure, damage or deface the trees, shrubs, plants, turf, or any of the buildings, fences, bridges, tennis courts or other structures, or property within or upon park premises; or any way injure or impair the natural beauty or usefulness of any park or recreational facility.~~

~~(b) Subsection (a) shall not apply where the aggregate damage to real or personal property is $100.00 or more.~~

~~Sec. 66-32. Hours.~~

~~Public parks within the city, unless otherwise closed as provided in section 66-8, shall be open daily to the public from daylight until 11:00 p.m., and no person, not an employee of the city or the North Jeffco Metropolitan Recreation and Park District, in his official capacity, shall enter or remain in or within the boundaries of such facilities at any other time; provided, however, the board of directors of the North Jeffco Metropolitan Recreation and Park District may issue permits extending or limiting the time specified in this section for special events, provided prior notification is given to the police department.~~

~~Sec. 66-33. Rules and regulations.~~

~~(a) The city manager may, after public hearing, adopt rules and regulations governing the use of public parks within the city. Such rules and regulations may be adopted as are reasonable and necessary to ensure the safe, orderly and efficient use of the public parks in accordance with the laws of the city.~~

~~(b) Upon adoption of such rules and regulations, three copies thereof shall be filed in the office of the city clerk and shall be kept available for public inspection during regular business hours.~~

Sec. 66-31-40. Reserved.

Sec. 66-41. Vehicles and parking.

(a) *Motorized vehicles.* It shall be unlawful for any person to operate or ride a motorized vehicle in or upon a recreational resource anywhere other than in or upon a designated roadway or parking area in or upon that resource.

(b) *Speed limit.* Except as otherwise noted in this chapter, it shall be unlawful for any person to operate or drive a motorized vehicle, where otherwise permitted, in or upon any recreational resource at a speed greater than 15 miles per hour.

(c) *Parking*. It shall be unlawful for any person to park a motorized vehicle in or upon a recreational resource except in or upon a designated parking area.

(d) *Exceptions.*

(1) Nothing in this section may be deemed to prohibit a peace officer or other first responder, a recreation official or authorized city volunteer, or an authorized city contractor from operating or parking a motorized vehicle anywhere in or upon a recreational resource while acting within the course and scope of their duties.

(2) A golf car may be operated or parked in or upon a golf course where the operation or parking of a golf car is not prohibited.

(3) An electric device as defined in sec. 54-91 of this Code may be operated upon a bicycle or pedestrian path or trail. An electric device may be parked in or upon an open space area, a park, outside of any indoor recreational facility or in or upon an open-air recreational facility, or in or upon an urban design amenity if the parked device does not create a hazard to passersby, obstruct a passageway, interfere with the operation of the recreational resource, or damage landscaping or other city property.

(e) *Summons placed on vehicle*. A peace officer may ticket a vehicle found to be parked in violation of this section by placing a copy of the summons upon the vehicle or otherwise by issuing a summons in accordance with the provisions of this Code.

Sec. 66-42. Trespass.

It shall be unlawful for any person to be in or upon a recreational facility at a time other than during its regular operating hours, or to be in or upon an open space area or a park between the hours of 11:00 p.m. and sunrise the next day, unless the area is designated as being open under a city-issued festival or other special permit.

Exception. Nothing in this section shall be deemed to prohibit a peace officer or other first responder, a recreation official or authorized city volunteer, or an authorized contractor working within the course and scope of their duties from being in or upon a recreational resource outside of its regular hours of operation or posted hours, or in violation of signage prohibiting entry into a resource.

Sec. 66-43. Use of recreational resources.

(a) *Watersports.* It shall be unlawful for any person to boat, fish, float using a flotation device, raft, scuba dive, swim, wade, water ski, windsurf, paddleboard, or engage in any other watersport activity in or upon a recreational resource, except in a

facility specifically designed and constructed for that activity, or where the activity is permitted by signage.

(b) *Snow and ice activities.* It shall be unlawful for any person to snow ski, sled, snowboard, snowshoe, ice skate, ice fish, or engage in any other snow or ice activity in or upon a golf course or where the activity is prohibited by signage.

(c) *Permits.*

(1) *Failure to display permit.* It shall be unlawful for any permit holder to fail to immediately display, upon the request of any peace officer or recreation official, a permit authorizing the holder to use a recreational resource or any portion thereof.

(2) *Failure to comply with permit conditions*. It shall be unlawful for any permit holder to fail to comply with a term or condition set forth on a permit.

(d) *Placement of a structure.*

(1) *Unlawful to erect.* It shall be unlawful for any person to build, erect, or place a structure, including a tent, in or upon a recreational resource managed by the city without first having obtained from the director a permit that allows for the erection of the structure or tent.

(2) *Unlawful to leave in place.* It shall be unlawful for any permit holder to leave in place a structure, including a tent, in or upon a recreational resource managed by the city after the expiration of the permit allowing for the erection or placement of that structure or tent.

(e) *Vendor carts and food trucks.* It shall be unlawful for any person to operate or allow to be operated any vendor cart, food truck, or similar business in or upon a recreational resource without first having obtained a transient merchant permit to operate in or upon the premises as set forth in chapter 3 of Arvada's Land Development Code. A transient merchant permit must be prominently displayed upon the cart or truck or be available for immediate display upon request by a recreation official or peace officer when the cart or truck is on or upon the recreational resource. It shall be unlawful for the operator or manager of the cart or truck to fail to display or make the permit immediately available upon request by a recreation official or peace officer.

Sec. 66-44. Health and sanitation.

(a) *Littering*. It shall be unlawful for any person to dump, deposit, or dispose of any glass, paper, can, bottle, box, garbage, trash, debris, or rubbish in or upon a recreational resource, except in a designated trash or recycling receptacle provided for such purpose.

(b) *Glass bottles or containers.* It shall be unlawful to possess or use a glass bottle or container of any kind in or upon a recreational resource.

(c) *Discharge of pollutant into water.* It shall be unlawful for any person to discharge or otherwise place in any creek, fountain, lake, pond, pool, or stream in or upon a recreational resource any substance, matter, or thing which may cause or result in pollution of those waters.

Sec. 66-45. Hazardous activities; dangerous items.

(a) *Hazardous activities.* It shall be unlawful for any person to engage in any activity in or upon a recreational resource which may constitute a hazard to the safety of other users of the resource unless the area is specifically designed and signed for the activity. Hazardous activities include but are not limited to:

(1) Archery or the possession of an archery bow or arrow;

(2) Hitting a golf ball or golfing;

(3) Shooting a paintball, BB, air gun pellet, or other projectile, or the possession of a paintball gun, BB gun, air gun, or other item designed to shoot or launch a projectile;

(4) Launching, landing, operating, or flying of a drone or any unmanned aircraft system, or of a motorized, radio, or remote controlled or operated model or toy aircraft, or the possession of such a system or device, except in the area designated by the city as the Arvada Modelers Airpark; or

(5) Any other activity that may constitute a hazard to the safety of other park users.

(b) *Possession of dangerous items.*

(1) *Propane tanks.* It shall be unlawful for any person to possess or use a propane tank or torch in or upon a recreational resource, except in compliance with a condition of a previously issued permit to use the recreational resource or by a licensed contractor engaged in work authorized by the director or designee thereof in or upon the recreational resource.

(2) *Whips*. It shall be unlawful for any person to possess in or upon any recreational resource a whip that measures more than 18 inches in length from the bottom end of the handle to the end of its longest cord or lash. For purposes of this subsection (b)(2), a whip means a strip or strips of leather, cord, or similar material sometimes plaited together and fastened to a handle to create a flexible object commonly designed to beat or flog a person or animal.

(3) *Firearms.* It shall be unlawful for any person to open or openly carry any firearm in or upon any recreational resource owned by the City. The provisions

of section 62-12-101 of this Code shall apply to any prosecution for a violation of this subsection (b)(3).

(4) *Fireworks.* It shall be unlawful for any person to possess or use fireworks as that term is defined in sec. 62-13-136 of this Code, except as permitted under any applicable subsection(s) of that section.

(c) *Open fires.* It shall be unlawful for any person to start, build, or maintain a fire in or upon a recreational resource except within an area specially designed and constructed by the city to accommodate a cooking or other open fire and then, only when not otherwise prohibited by an applicable fire restriction or ban. It shall be unlawful to leave unattended a fire in or upon a recreational resource without first having completely extinguished the fire and properly disposing of any ashes.

(d) *Penalty.* A violation of this sec. 66-45 shall be punished by a fine, imprisonment, or both not to exceed the limits established in sec. 1-5 of this Code, but in no event shall any such punishment exceed the maximum penalties set forth by state law for a violation that corresponds to a state offense prohibiting the same conduct.

Sec. 66-46. Animals.

(a) *Definitions.* In this section, the following definitions apply, unless the context clearly requires otherwise:

Damage means causing harm to, or the destruction of, wildlife, wildlife habitat, or a wildlife den or nest.

Run or *running at large* shall have the same meaning as set forth in sec. 14-3 of this Code.

Wildlife shall be defined as set forth in Colo. Rev. Stat. §33-1-102, and for purposes of enforcement of this section, it includes migratory and domestic waterfowl, including but not limited to ducks, geese, and swans.

(b) *Horses.* It shall be unlawful for any person to ride, lead, or otherwise permit a horse in or upon a recreational resource except upon a posted equestrian trail or in or upon a designated equestrian center.

(c) *Pet or other domesticated animals.* It shall be unlawful for any owner or custodian of a pet or other domesticated animal to allow the animal to run or go or be at large while in or upon a recreational resource.

Exceptions:

(1) A dog may be off leash at the area designated as the West Arvada Dog Park, the area designated as the Bird's Nest Disc Golf Course Park, or at an area designated by the city as a dog training site.

(2) Cats are excepted from the provisions of this subsection (c).

(d) *Feeding of wildlife.* It shall be unlawful for any person to feed, cause to be fed, or provide food for any wildlife in or upon a recreational resource.

(e) *Molestation of wildlife.* It shall be unlawful for any person to catch, attempt to catch, hunt, trap, molest, harass, worry, harm, chase, injure, or kill any wildlife in or upon a recreational resource, except with the prior written authorization of the director.

(f) *Possession of wildlife.* It shall be unlawful for any person to take or have in their possession any wildlife while in or upon a recreational resource.

(g) *Disruption or damage to wildlife habitat.* It shall be unlawful for any person to willfully disrupt, damage, or destroy any wildlife habitat located in or upon a recreational resource, or to willfully remove any wildlife, habitat, or vegetation from a park except with the prior written authorization of the director. Wildlife habitat includes, but is not limited to, a den or nest containing wildlife or eggs.

(h) *Exceptions generally.* Nothing in this section shall be deemed to prevent the fishing of game fish at the Arvada/Blunn Reservoir in accordance with the rules set forth in article III of this chapter. Nothing in this section shall be deemed to prohibit the director from authorizing the disruption of, trapping of, or removal of an animal, wildlife, or wildlife habitat including the destruction or removal of any den or nest from a recreational resource managed by the director, in accordance with applicable state or federal laws. Nothing in this section shall be deemed to prevent an animal management officer or peace officer from taking lawful action to catch, attempt to catch, trap, chase, or kill any animal in or upon any recreational resource while acting within the course and scope of their duties, and as permitted under applicable law.

(i) *Penalty.* A violation of this sec. 66-46 shall be punished by a fine, imprisonment, or both not to exceed the limits established in sec. 1-5 of this Code, but in no event shall any such punishment exceed the maximum penalties set forth by state law for a violation that corresponds to a state offense prohibiting the same conduct.

Sec. 66-47. Interference with operations.

It shall be unlawful for any person to willfully fail to immediately comply with an order issued by a recreation official or peace officer to leave or otherwise vacate a recreational resource; to willfully fail to immediately comply with any other order issued by an official or officer related to the safe and efficient operation of the resource; or to hinder, obstruct, or otherwise interfere with any recreation official or peace officer in the discharge of their official duties. For purposes of this section, *recreation official* includes a uniformed or credentialed sports referee, umpire, judge, scorekeeper, timekeeper, or similar person officiating, working, or volunteering at a pre-scheduled or permitted sporting contest or

event occurring in or upon a recreational resource owned or managed by the city or a district. A violation of this section shall be punished by a fine, imprisonment, or both not to exceed the limits established in sec. 1-5 of this Code, but in no event shall any such punishment exceed the maximum penalties set forth by state law if such violation corresponds to a state offense prohibiting the same conduct.

Sec. 66-48. Criminal mischief – recreational resource.

(a) *Definition.* For purposes of this section, damage means to cause harm to a recreational resource or any landscaping or structure in or upon a recreational resource by any means, including but not limited to the unauthorized burning, cutting, defacing, placing graffiti or marking upon, digging, driving upon, excavating, trenching, or otherwise injuring or impairing the natural beauty or usefulness of a recreational resource. Damage also includes but is not limited to the unauthorized alteration or modification to a designed or natural landscaping area, painting of turf, structures, or trail surfaces, mowing of maintained turf or natural vegetation surfaces, planting, pruning, removing, or in any way modifying trees, plants, flowers, turf, or other vegetation, whether natural or maintained, in or upon a recreational resource. Damage also includes but is not limited to the unauthorized removal of, modification to, adjustment to, connection to, or turning on or off an irrigation system or any part thereof, and the application of any fertilizer or other chemical to vegetation in or upon a recreational resource.

(b) *Unlawful act.* A person commits criminal mischief of a recreational resource when that person knowingly damages property, real or otherwise, in or upon a recreational resource.

(c) *Monetary damage.* This section shall apply only where the aggregate amount of damage to the real or personal property that is damaged or destroyed in a single criminal episode is less than $2,000.00.

(d) *Penalty.* A violation of this section shall be punished by a fine, imprisonment, or both not to exceed the limits established in sec. 1-5 of this Code, but in no event shall any such punishment exceed the maximum penalties set forth by state law if such violation corresponds to a state offense prohibiting the same conduct.

Sec. 66-49. Violation and penalty.

(a) *Penalty.* Except as otherwise set forth herein, a violation of this article shall be punished by a fine not to exceed the limits established in sec. 1-5 of this Code.

(b) *Continuing violation.* In accordance with sec. 1-5 of this Code, every day any violation of this article continues or is permitted or allowed to continue shall constitute a separate offense.

(c) *Concurrent remedies.* The initiation of a prosecution for a violation of a provision of this article shall not preclude the director from taking other appropriate actions to stop or reduce the possibility of a violation of a permit term or condition, city or

State law, policy, procedure, rule, regulation, or code of conduct on or about the recreational resource, to stop or reduce the possibility of a disturbance occurring on or about a recreational resource, or from taking action that enhances safe and efficient operation of the resource and otherwise protects the health, safety, and welfare of the public.

Sec. 66-50—60. Reserved.

Article III.

Arvada/Blunn Reservoir ~~Rules~~

~~Sec. 66-51. Short title.~~

~~This article is known and may be cited as the "Arvada/Blunn Reservoir Rules."~~

~~Sec. 66-52. Legislative declaration.~~

~~These rules govern the recreational use by the public of Arvada/Blunn Reservoir. It is the policy of the city that the principal recreational use of Arvada/Blunn Reservoir is hereby limited to fishing for game fish as the term "fishing" is defined in C.R.S. § 33-1-102(16) and as the term "game fish" is defined in C.R.S. § 33-1-102(20).~~

~~Sec. 66-53. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Alcohol* means 190 proof ethyl alcohol or any fermented malt beverage, as defined in the Colorado Beer Code, or alcoholic beverages or alcoholic liquors, as defined in the Colorado Liquor Code.~~

~~*Arvada/Blunn Reservoir* or *reservoir* means the lake, dam, spillways, appurtenances, and lands owned by the city and designated as the "Arvada/Blunn Reservoir" in Ordinance No. 2153 and such lands are located in sections 2 and 3, township 3 south, range 70 west of the 6th principal meridian, and in section 34, township 2 south, range 70 west of the 6th principal meridian, Jefferson County, State of Colorado, and as such lands have been annexed to the city by Ordinance No. 2371 and by Ordinance No. 2396.~~

~~*Controlled substances* means any drug or other substance or immediate precursor that is declared to be a controlled substance by the Colorado Controlled Substances Act and defined in C.R.S. § 12-22-303, as amended.~~

~~*Disabled American Veteran* means any Colorado resident who has been awarded a Purple Heart or has a 30 percent or more service-connected disability as determined by the Department of Veterans Affairs.~~

~~*Handicapped person* means any person who meets the definition of a "handicapped person" in C.R.S. § 42-4-1109(1) and who has been issued a distinguishing license plate by the state motor vehicle division pursuant to C.R.S. § 42-4-1109(2) or (2.5).~~

~~*Reservoir ranger* means any person designated to exercise authority to enforce this article at the reservoir.~~

~~*Senior citizen* means any person who is 62 years of age or older.~~

~~Sec. 66-54. Prohibited activities.~~

~~The following are prohibited at the reservoir:~~

~~(1) Swimming, wading, tubing, belly boating, floating on a flotation device, windsurfing, and scuba diving;~~

~~(2) Possession, use, or being under the influence of alcohol or controlled substances;~~

~~(3) Possession of glass beverage containers;~~

~~(4) Horses, dogs, other pets, motorcycles, or motorbikes, except that dogs shall be permitted in the following areas:~~

~~a. Arvada Dog Park, located north of 64th Avenue Community Trail and southeast of the southernmost spillway structure at Arvada/Blunn Reservoir;~~

~~b. Arvada Disc Golf Course Park, located north of 64th Avenue Community Trail and east of the southernmost spillway structure at Arvada/Blunn Reservoir;~~

~~(5) Boats with gasoline motors;~~

~~(6) Shore fishing from the dam, spillway, or wildlife areas;~~

~~(7) Boat fishing in the wildlife area or at other areas marked with buoys;~~

~~(8) Ice fishing or ice skating;~~

~~(9) Possession or use of firearms, bows and arrows, or airguns;~~

~~(10) Hunting or trapping;~~

~~(11) Dumping of trash;~~

~~(12) Camping;~~

~~(13) Open fires;~~

~~(14) Fishing or coming within 50 feet of the small ponds located south of the reservoir;~~

~~(15) Possession or use of fireworks;~~

~~(16) Digging, trenching, or excavating; and~~

~~(17) Driving vehicles on any area, except the entrance road or parking lot.~~

~~Sec. 66-55. Boating.~~

~~(a) Boats with electric trolling motors are permitted on the water at the reservoir.~~

~~(b) Boats are required to comply with the rules and regulations promulgated by the Colorado Division of Parks and Outdoor Recreation.~~

~~(c) The city reserves the right to prohibit boating and to close the reservoir to boating during periods of high winds.~~

~~(d) Any person who recklessly, carelessly, or unsafely operates a boat on reservoir water may be summarily removed from reservoir property by a police officer or park ranger. After notice and hearing, the permit of any person so removed may be revoked by the city manager or a designee thereof.~~

~~(e) Each boat must carry one Coast Guard approved lifesaving device for each occupant and any additional safety equipment required by the state.~~

~~(f) Boats loading or unloading at the ramp must expeditiously move away from the ramp after such loading or unloading.~~

~~(g) Boats may enter the water only after sunrise and must exit the water before sunset.~~

~~(h) Except when departing or returning to the boat dock or boat ramp, boats must remain at least 150 feet from any person fishing from the shore.~~

~~Sec. 66-56. Fishing.~~

~~Any person who fishes for game fish in waters at the reservoir must possess a valid state fishing license. All state laws, rules, or regulations relating to fishing apply at the reservoir.~~

~~The City of Arvada reserves the right to check fish bag limits. Any person who has been warned and continues to catch more fish than allowed may be summarily removed from the reservoir by a police officer, designated parks employee, or park ranger. After notice and hearing, the permit of any person so removed may be revoked by the city.~~

~~Sec. 66-57. - Arvada/Blunn Reservoir permit.~~

~~(a) Any person entering the reservoir will do so only in a vehicle upon which is affixed a currently valid reservoir permit. Such permit must at all times be displayed on the upper left side of the front windshield of the vehicle. Permits for boats must be displayed on the right bow of the boat.~~

~~(b) No person will enter the reservoir at any location except at the main entrance located on West 66th Avenue. Any person entering the reservoir must do so in a vehicle that has affixed to it a currently valid annual reservoir permit, or must purchase a daily permit for the vehicle and boat at the main entrance to the reservoir.~~

~~(c) Not more than six people, including the permit holder, may enter the reservoir in a permitted vehicle.~~

~~(d) No person in a permitted vehicle will drop off another person at the reservoir and then leave the reservoir.~~

~~(e) Any person who enters the reservoir in violation of this section is guilty of section 62-40(a).~~

~~Sec. 66-58. Fishing permit fees.~~

~~(a) Annual fishing permits are available at the Arvada City Hall, Finance Department, 8101 Ralston Road, Arvada, Colorado between 8:30 a.m. and 4:30 p.m., Monday through Friday. Permits are nontransferable.~~

~~(b) For residents of the city the annual fishing permit fees are as follows: $25.00 per vehicle; $25.00 per boat; $15.00 per vehicle for a senior citizen or handicapped person; $15.00 per boat for a senior citizen or handicapped person; no cost per one vehicle for a Disabled American Veteran; no cost per one boat for a Disabled American Veteran.~~

~~(c) The annual fishing permit fees for nonresidents are as follows: $35.00 per vehicle; $35.00 per boat; $25.00 per vehicle for a senior citizen or handicapped person; $25.00 per boat for a senior citizen or handicapped person.~~

~~(d) Daily fishing permits are available at the Arvada/Blunn Reservoir main entrance on a self-service basis during the times that the reservoir is open. Permits are nontransferable.~~

~~(e) Daily fishing permit fees for people who wish to fish are as follows: $5.00 per motorized vehicle, $5.00 per boat, $3.00 per bicyclist, $3.00 per individual fisherman, and $3.00 per walk-in.~~

~~(f) Annual fishing permits for second or more vehicles or boats owned by the same person may be purchased at 50 percent of the cost set forth in subsections (b) and (c) of this section but must be purchased at the same time that the original permit is purchased pursuant to subsections (b) and (c) of this section.~~

~~Sec. 66-59. Miscellaneous.~~

~~(a) The city reserves the right to hold special functions at the reservoir at any time and may close the reservoir to permit holders during such special functions.~~

~~(b) No vehicle will exceed the speed of ten miles per hour while at the reservoir.~~

~~(c) Any person who hikes or rides a bicycle at the reservoir will remain on designated and signed trails.~~

~~(d) The Arvada/Blunn Reservoir property will be open from sunrise to sunset from April 1 through October 31 to all permit holders, except when there is ice on the reservoir or because of administrative closures by the city.~~

~~Sec. 66-60. Penalties.~~

~~(a) Any violation of these Arvada/Blunn Reservoir Rules is punishable by a fine not to exceed the limits established in section 1-5.~~

~~(b) In addition to the penalties provided by this section, any person violating any provision of this article shall have his permission, license, or authority to remain at the reservoir terminated or revoked and shall be in violation of section 62-39(b). Any police officer or park ranger is hereby delegated the authority to terminate or revoke the permission, license, or authority of any person to remain at the reservoir when such person has violated any provision of the Arvada/Blunn Reservoir Rules.~~

Sec. 66-61. ~~Park permit fees for groups consuming 3.2 beer.~~ Title.

~~(a) There is hereby imposed a $15.00 permit fee for groups of people who consume 3.2 fermented malt beverages in any public park facility in the city.~~

~~(b) Consumption of 3.2 fermented malt beverages by permit issued pursuant to subsection (a) of this section is limited to the following public park facilities in the city: Pioneer Pavilion, North Jeffco West Park, Allen House Pavilion, Oak Park, Oak Park Pavilion, Lutz Sports Complex, Youth Memorial Complex, and Arvada Tennis Center, Mechelen Pavilion Memorial Park, and McIlvoy Park Pavilion.~~

~~(c) The Director of Parks, Golf and Hospitality Services is authorized to grant a written permit for consumption of 3.2 fermented malt beverages upon public park facilities in the city, subject to the provisions of chapter 6 and subject to the following provisions:~~

~~(1) The permittee is a natural person who is 21 years of age or older;~~

~~(2) The permittee agrees to remain with the group so long as 3.2 fermented malt beverages are consumed by any member of the group;~~

~~(3) The permittee agrees to maintain the noise level of the group within the limits established by section 38-91 relating to maximum permissible continuous sound pressure levels;~~

~~(4) The permittee agrees to pay the cost of cleaning or the cost of repair of any damage of the public park facility; and~~

~~(5) The permittee agrees that the group will transport and consume 3.2 fermented malt beverages in nonglass containers.~~

~~(d) Any permit for the consumption of 3.2 fermented malt beverages granted by the director of parks, golf and hospitality services is valid only between the hours of 11:00 a.m. and 9:00 p.m. on the day for which the city manager grants the permit.~~

~~(e) Any permit granted by the director of parks, golf and hospitality services for the consumption of 3.2 fermented malt beverages in public park facilities may be revoked by the director of parks, golf and hospitality services or a designee thereof for good cause shown. The term "good cause shown" means a violation by the permittee or any member of the permittee's group of this section, of any other terms and conditions of the permit granted by the director of parks, golf and hospitality services, or chapter 6, or of any law or ordinance.~~

This article may be known and will be cited as the "Arvada/Blunn Reservoir Ordinance."

Sec. 66-62. Purpose.

The purpose of this article is to establish specific laws about the access to and use of the Reservoir to allow the public to enjoy or utilize this asset in ways that are respectful of the premises and to the rights of all users, and to facilitate sound recreational resource management.

Sec. 66-63. Definitions.

In this article, the following definitions apply, unless the context clearly requires otherwise:

Arvada/Blunn Reservoir, *Reservoir*, or *premises* means the lake, dam, spillways, appurtenances, and surrounding lands owned by the city and designated as the "Arvada/Blunn Reservoir" in Ordinance No. 2153 and that have been annexed to the city by Ordinance No. 2371 and by Ordinance No 2396. It does not include the West Arvada Dog Park or the Bird's Nest Disc Golf Park.

Fishing shall have the same meaning as set forth in Colo. Rev. Stat. §33-1-102.

Good cause means a reason that is supported by credible evidence to take a certain action. In the context of decision making about whether to summarily remove or trespass a person from the Arvada/Blunn Reservoir under this article, good cause means that the director, a Reservoir coordinator, a Reservoir ranger, or peace officer has credible evidence that demonstrates a violation by an occupant or user of the Arvada/Blunn Reservoir or State law, policy, procedure, rule, regulation, or code of conduct, or that demonstrates an occupant or user has engaged in conduct that substantially interferes with the enjoyment of the Arvada/Blunn Reservoir by others or with the efficient operation of the Arvada/Blunn Reservoir.

Reservoir coordinator means the city employee authorized by the director to manage the day-to-day operations of the Arvada/Blunn Reservoir and includes the city's parks manager.

Reservoir permit means a permit to use the premises and includes but is not limited to an annual fishing permit, a daily fishing permit, an annual vehicle permit, a daily vehicle permit, and an annual boat permit.

Reservoir ranger means a uniformed or credentialed volunteer authorized by the city to oversee activities at the Arvada/Blunn Reservoir and assist in enforcing rules related to the safe use of the premises.

Sec. 66-64. Authority of the director.

The director has all the powers and duties with respect to the Reservoir as they have for other recreational resources set forth in elsewhere in this chapter, as well as the powers and duties set forth in this article.

Sec. 66-65. Hours of operation.

The Reservoir will be open to Reservoir permit holders from 7:00 a.m. to 7:00 p.m. beginning on April 1 through and including October 31 of each year unless there is ice on the Reservoir as determined by the director, or unless the Reservoir has been closed by the director under sec. 66-13 of this chapter, or due to high winds or other adverse weather events.

Sec. 66-66. Reservoir permits.

(a) *Issuance.* The director may issue permits to use the Reservoir.

(b) *Effect*. A permit allows for the use of the premises by the permit holder and their guests in accordance with the terms and conditions of the permit and applicable laws, policies, procedures, rules, regulations, or codes of conduct for the Reservoir.

(c) *Terms and conditions.* The director shall place terms and conditions on the issuance of a Reservoir permit or on the use of the premises as otherwise required in this chapter and may place additional conditions on a permit as the director sees fit in their sole discretion.

(d) *Transferability.* Reservoir permits are not transferable, except that an annual vehicle permit may be transferred from one wheeled vehicle registered to a permit holder to another wheeled vehicle registered to that permit holder if the vehicle's owner can demonstrate good cause for the transfer as it relates to ownership or damage to the first vehicle.

Sec. 66-67. Reservoir permit fees.

(a) *Definitions.* In this section, the following definitions apply unless the context clearly indicates otherwise:

Person with disabilities means a person who has a physical or mental impairment that substantially limits one or more major life activities. A person with a disability does not include a person currently engaged in illegal drug use.

Senior citizen means any person who is 62 years of age or older.

Veteran means a person who served in a branch of the United States military.

Youth means any person who is under the age of 18 years.

(b) *Generally.* Fees for Reservoir permits shall be set in accordance with the provisions of sec. 66-16 of this chapter.

(c) *Reduced rates.* The director, in conjunction with the adoption of fees relating to the use of the Arvada/Blunn Reservoir, may set reduced permit rates for the following persons: city residents, veterans, persons with disabilities, senior citizens, and youth.

(1) *Supporting documentation.* In responding to a request for a reduced permit fee relating to the use of the Arvada/Blunn reservoir, the director may, in their sole discretion, request from the permit applicant any documentation necessary to demonstrate the applicant's qualification for the reduced fee. The director may determine based on the documentation provided whether the applicant qualifies for a reduced permit fee rate.

(2) *Appeal of director's denial.* Any person aggrieved by the director's decision to deny a reduced permit fee who wishes to appeal the decision must file with the director by electronic or first-class U.S. Mail a written request for a reconsideration of the matter along with any relevant documentation to be considered by the director in reconsidering the decision. The reconsideration request must be received by the director within seven days of the director's decision. The director shall conduct a review of the record and may issue a ruling on the reconsideration request within 21 days of the request. If no such ruling is issued by the director, the reconsideration request will be deemed denied. Any decision of the director under this section shall be deemed a final agency decision under Rule 106 of the Colorado Rules of Civil Procedure.

(d) *Refund.* No refund is due a permit holder whose has been summarily removed or trespassed from the premises under sec. 66-68 of this article, or who has been trespassed from the premises under a no trespass order issued by a peace officer under sec. 62-4-504.5 of this Code.

Sec. 66-68. Use of the Reservoir; remedies for inappropriate use.

(a) *Use.* The principal recreational use of the Arvada/Blunn Reservoir is for the fishing of game fish as that term is defined in Colo. Rev. Stat. §33-1-102.

(b) *Summary removal.* A recreation official or peace officer may for good cause order any person to leave the premises. A person who is summarily removed from the premises for good cause shall not return to the premises that same day.

(1) *Hazardous situations.* Nothing in this subsection shall be deemed to limit the authority of a recreation official or peace officer to issue an order to vacate the premises, or to take other action reasonably necessary to respond to inclement weather or another hazardous condition or situation. An order to vacate or other action taken by a recreational official or peace officer under this subsection (b) shall not be deemed to be a modification, temporary suspension, suspension, or revocation of a permit.

(c) *Director's trespass authority.* The director may for good cause shown trespass any person from the premises. A trespass notice limiting, restricting, revoking, or prohibiting access to the premises issued under this subsection (c) may remain in effect for no more than six months following the date of the director's notice. A person need not be summarily removed from the premises before the director takes action to trespass that person from the premises.

(d) *Process to trespass user from the Reservoir.*

(1) *Notice.* The director shall provide notice to the person whose access to the premises is to be limited, restricted, revoked, or prohibited under subsection (c) of this section as set forth in sec. 66-17 of this Code.

(2) *Appeal of the director's action.* A person who has been trespassed from the premises may appeal the director's action as set forth in sec. 66-17 of this Code.

(3) *Review by hearing officer.* The review of evidence in the record and the hearing officer's actions shall take place as set forth in sec. 66-17 of this Code.

(4) *Review by court.* The decision of the hearing officer shall be considered a final agency decision reviewable under Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

(e) *Concurrent remedies.* A person may be summarily removed from the premises by order of a recreation official or peace officer, or trespassed from the premises by the director, or both. A person need not be summarily removed from the premises before the director takes action to trespass that person from the premises. Nothing in this section may be deemed to limit the authority of the director to otherwise enforce the provisions of a licensing or use agreement or the terms or conditions of a permit. Nothing in this section may be deemed to limit the authority of a peace officer to issue a summons and complaint or arrest for a violation of law committed in or upon the premises and for which they have probable cause, or to issue a no trespass order under sec. 62-4-504.5 of this Code or as otherwise authorized by law.

Sec. 66-69. Unlawful acts.

(a) *Entry and use, generally*. In addition to the unlawful acts set forth in this section, all acts declared to be unlawful in or upon other recreational resources are also declared to be unlawful upon the Reservoir premises. It shall be unlawful for any person to:

(1) Enter the premises in a vehicle from anywhere except at the main entrance located on West 66th Avenue;

(2) Operate a motorized vehicle in excess of 10 miles per hour anywhere on the premises;

(3) Operate a motorized vehicle anywhere on the premises except on the entrance road or parking lot;

(4) Operate a motorized vehicle in or upon the premises or allow a motorized vehicle in or upon the premises that does not have affixed to the lower left side of the front windshield at all times a current and valid Reservoir permit, or displayed prominently from within the vehicle so as to be clearly visible from the outside a daily Reservoir permit for the vehicle;

(5) Enter the premises in a vehicle containing more than six people, including a permit holder except with the prior permission of the director, the parks manager, or the reservoir coordinator;

(6) Be or remain within 50 feet of the small ponds located south of the Reservoir but north of West 66th Avenue;

(7) Be or remain inside the inner perimeter of land immediately surrounding the Reservoir except with a valid boating or fishing permit and only then as permitted by signage;

(8) Walk or bike upon the premises or remain in or upon any area except upon a designated and signed trail; or

(9) Be or remain on the premises at any time other than during the Reservoir's hours of operation.

(b) *Boating.*

(1) It shall be unlawful to for any person to launch or operate a boat in or upon the Reservoir:

(i) Before 7:00 a.m. or after 7:00 p.m.;

(ii) Without always having on board while the boat is in the water one Coast Guard approved lifesaving device for each occupant of the boat, and any additional safety equipment required by the State;

(iii) Unless the boat and operation thereof conforms with the rules and regulations promulgated by the Colorado Division of Parks and Wildlife, including but not limited to submitting to any inspection required by State authorities;

(iv) That does not carry or hold a person 16 years of age or older;

(v) That does not have affixed to the left bow a current and valid Reservoir permit;

(vi) That has or is equipped with a gasoline-powered engine, except that boats may have or be equipped with an electric trolling motor;

(vii) Within 75 feet of any person fishing from the shore of the Reservoir, except when engaged in departing from or returning to the boat dock or ramp; or

(viii) In a careless or reckless manner.

(2) It shall be unlawful for any person to launch a boat except from upon the boat dock or ramp.

(3) To eliminate unnecessary delays in the launching of a boat from the boat ramp, each person engaged in launching a boat shall work diligently to launch the boat expeditiously and without avoidable delays. It shall be unlawful for any person to fail to launch or unnecessarily delay the launch of a boat.

(c) *Fishing.*

(1) *Unlawful acts.* It shall be unlawful for any person to fish in or upon the Reservoir:

(i) Unless they have in their possession a valid Colorado fishing license;

(ii) Except with a fishing permit issued under the authority of the director;

(iii) From the dam, spillway, a marked wildlife area, or any area of the Reservoir cordoned or marked off with buoys;

(iv) Except where permitted by sign; or

(v) Except in conformance with all Colorado fishing laws, rules, and regulations.

(2) *Bag limit.* It shall be unlawful for any person to have in their possession more than the number of fish allowed under the daily bag limit established by the State. For purposes of this subsection, daily bag limit means the maximum number of fish a person can take in a day, regardless of what that person does with the fish that day. Fish caught and placed on a stringer, in a container or live well, or not returned to the same water immediately, count toward a person's daily bag or possession limit. Fish released immediately are not part of the limit.

(d) *Pet or domesticated animals.* It shall be unlawful for any person to have in their custody or allow any pet or domesticated animal in or upon the premises.

(e) *Exceptions.* Nothing in this section shall be deemed to prohibit a peace officer or other first responder, a recreation official, or an authorized contractor from being in or upon the premises outside of the hours of operation for the Reservoir or in violation of a use limitation, restriction, or prohibition while working within the course and scope of their duties.

Sec. 66-70. Interference with operations.

It shall be unlawful for any person to willfully fail to immediately comply with an order issued by a recreation official or peace officer to leave or otherwise vacate the premises; to willfully fail to immediately comply with any other order issued by the recreational official related to the safe and efficient operation of the premises; or to hinder, obstruct, or otherwise interfere with any recreation official in the discharge of their official duties. For

purposes of this section, *recreation official* includes the director, a Reservoir coordinator, and a Reservoir ranger. A violation of this section shall be punished by a fine, imprisonment, or both not to exceed the limits established in sec. 1-5 of this Code, but in no event shall any such punishment exceed the maximum penalties set forth by state law if such violation corresponds to a state offense prohibiting the same conduct.

Sec. 66-71. Violation and penalty.

(a) *Penalty*. Except as otherwise noted in this article, a violation of this article shall be punishable by a fine not to exceed the limits established in sec. 1-5 of this Code.

(b) *Continuing violation.* In accordance with sec. 1-5 of this Code, every day any violation of this article continues or is permitted or allowed to continue shall constitute a separate offense.

(c) *Concurrent remedies.* The initiation of a prosecution for a violation of a provision of this article shall not preclude the director from taking other appropriate actions to stop or reduce the possibility of a violation of a permit term or condition, city or State law, policy, procedure, rule, regulation, or code of conduct on or about the Reservoir, to stop or reduce the possibility of a disturbance occurring on or about the premises, or from taking action that enhances safe and efficient operation of the Reservoir and otherwise protects the health, safety, and welfare of the public.

Sec. 66-72—80. Reserved.

Article IV. City-Operated Golf Courses.

Sec. 66-81--90. Reserved.

Sec. 66-91. Definitions.

In this article, the following definitions apply, unless the context clearly requires otherwise:

> *Alcohol* or *alcohol beverage* means a fermented malt beverage or malt, vinous, or spirituous liquor.
>
> *City-operated golf course* means a golf course facility operated by the City of Arvada and includes the golf course, driving range, clubhouse, restaurant, bar, pro shop, operations and maintenance buildings, sidewalks, and parking areas, but does not include the roadway along the perimeter of a golf course.
>
> *Modification* means to alter, adjust, change, damage, or move.

Sec. 66-92. Hours of operation.

The director shall have the authority to establish operating hours for a city-operated golf course. Unless otherwise authorized by the director, it shall be unlawful for any person to be on a city-operated golf course at a time other than the established operating hours.

Sec. 66-93. Alcohol.

An alcohol beverage purchased at a city-operated golf course may only be consumed on the premises of a city-operated golf course. It shall be unlawful to possess or consume alcohol purchased off of the premises of a city-operated golf course while on such premises.

Sec. 66-94. Golf cars.

(a) *Golf cars.*

(1) A golf car may be operated on a city-operated golf course only if rented from the city-operated golf course. No personal golf cars will be permitted on the premises of a city-operated golf course.

(2) A golf car may only be rented to and operated by a person 18 years of age or older who presents a valid driver's license.

(3) No more than two riders are permitted in each golf car. Riders must be seated when the golf car is moving.

(4) A golf car must be operated responsibly. It shall be unlawful for any person to operate or handle any golf car in such a manner as to unjustifiably or unnecessarily annoy, frighten, or endanger other golfers or other users of golf cars or to operate such golf car in a reckless or careless manner.

(5) Failure to comply with this subsection (a) of this section may result in termination of the golf car rental and removal from the golf course in accordance with sec. 66-98 of this Code.

(b) *Other vehicles.* Unless explicitly authorized by the director, or designee thereof, it shall be unlawful to operate a human-powered vehicle or motorized vehicle, except a wheelchair or golf car, on a city-operated golf course.

Sec. 66-95. Fishing prohibited.

It shall be unlawful to fish in any waters on a city-operated golf course.

Sec. 66-96. Modifications to grounds.

It shall be unlawful for any person, other than authorized personnel, to intentionally make or cause modifications outside of the normal course of play, temporary or permanent, to a city-operated golf course.

Sec. 66-97. Interference with course operations.

It shall be unlawful for any person to willfully fail or refuse to comply with any directive of a recreational official at a city-operated golf course that is intended to protect the health, safety, and welfare of the users of the city-operated golf course or to protect or preserve the condition and use of the city-operated golf course, or to hinder, obstruct, or otherwise interfere with any recreational official at a city-operated golf course in the discharge of their official duties. A violation of this section shall be punished by a fine, imprisonment, or both not to exceed the limits established in sec. 1-5 of this Code, but in no event shall any such punishment exceed the maximum penalties set forth by state law if such violation corresponds to a state offense prohibiting the same conduct.

Sec. 66-98. Admittance refused; removal from premises.

(a) *Admittance refused.* The director or a recreational official is authorized to refuse admission to a city-operated golf course to any person who is clearly intoxicated or under the influence of drugs or alcohol; who fails to comply with any applicable rules, regulations, or codes of conduct; or when deemed to be in the best interest of orderly operation and management of the golf course.

(b) *Summary removal.* The director, a recreational official, or a peace officer may, for good cause, order any person to leave the premises of a city-operated golf course. A person who is summarily removed from a city-operated golf course for good cause shall not return to the premises that same day.

(c) *Director's authority to trespass.* The director may, for good cause shown, trespass any person from a city-operated golf course. A trespass notice limiting, restricting, revoking, or prohibiting access to the premises issued under this subsection (c) may remain in effect for no more than six months following the date of the director's notice. A person need not be summarily removed from the premises before the director takes action to trespass that person from the premises.

(d) *Process to trespass from a city-operated golf course.*

(1) *Notice.* The director shall provide notice to the person whose access to the premises is to be limited, restricted, revoked, or prohibited under subsection (c) of this section as set forth in sec. 66-17 of this Code.

(2) *Appeal of the director's action.* A person who has been trespassed from the premises may appeal the director's action as set forth in sec. 66-17 of this Code.

(3) *Review by hearing officer.* The review of evidence in the record and the hearing officer's actions shall take place as set forth in sec. 66-17 of this Code.

(4) *Review by court.* The decision of the hearing officer shall be considered a final agency decision reviewable under Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

(e) *Concurrent remedies.* A person may be summarily removed from a city-operated golf course by order of the director or peace officer, or trespassed from the golf course by the director, or both. Nothing in this section may be deemed to limit the authority of a peace officer to issue a summons and complaint or arrest for a violation of law committed in or upon a city-operated golf course and for which they have probable cause, or to issue a no trespass order under sec. 62-4-504.5 of this Code or as otherwise authorized by law.

(f) *No refunds issued.* Should a person be denied admittance, summarily removed, or be trespassed from a city-operated golf course, all outstanding golf course use fees, pro shop charges, restaurant, and bar charges incurred by that person or the person's group remain due and owing to the golf course. A person who holds an annual membership or pass to a city-operated golf course but who is denied admittance, summarily removed, or trespassed from the golf course is not eligible for a refund of all or a portion of their membership fee.

Sec. 66-99. Rules, regulations, or codes of conduct.

The city manager may, after public hearing, adopt rules, regulations, or codes of conduct governing the use of a city-operated golf course as may be necessary to ensure the safe and efficient operation of the golf course and otherwise protect the health, safety, and welfare of the public. The adoption and publication of such rules, regulations, or codes of conduct shall be in accordance with Chapter 2 of this Code.

Sec. 66-100. Violation and penalty.

(a) *Penalty.* Except as otherwise noted in this article, a violation of this article shall be punishable by a fine not to exceed the limits established in sec. 1-5 of this Code.

(b) *Continuing violation.* In accordance with sec. 1-5 of this Code, every day any violation of this article continues or is permitted or allowed to continue shall constitute a separate offense.

(c) *Concurrent remedies.* The initiation of a prosecution for a violation of a provision of this article shall not preclude the director from taking other appropriate actions to stop or reduce the possibility of a violation of city or State law, policy, procedure, rule, regulation, or code of conduct on or about a city-operated golf course, to stop or reduce the possibility of a disturbance occurring on or about the premises, or from taking action that enhances safe and efficient operation of the golf course and otherwise protects the health, safety, and welfare of the public.

Sec. 66-101—110. Reserved.

Proposed Re-Write of Ch. 66, Parks & Recreation, of the Arvada City Code

CITY OF ARVADA

Recap

- Chapter 66 of the Arvada City Code regulates Parks and Recreation
- Last complete re-write of Chapter 66 occurred in 1981
- Edits have been made piece-meal over the years (ex. 1988; 1993; 2003; 2011) but none have been made since 2011 (nearly 15 years ago)

CITY OF ARVADA

Recap

- Staff presented on proposed changes to APAC at two meetings in 2025 - no substantive feedback to report since workshop

- Staff presented proposed changes to City Council at a workshop on January 13, 2026 - to the extent possible, comments from the workshop have been incorporated into the draft

Purpose

Repeal and reenact chapter to both modernize existing rules and regulations, and to enact new legislation that is in line with industry best practices for use of all of the City's recreational assets and the facilitation of sound management techniques

CITY OF ARVADA

Overview of Draft

Structure of Chapter:

- Article I: Administration and Management of Recreational Resources
- Article II: Unlawful Acts
- Article III: Arvada/Blunn Reservoir
- Article IV: City-Operated Golf Courses

CITY OF ARVADA

Article I: Administration and Management of Recreational Resources

- Codifies authority of the VCN Director
  - Processes described in the chapter primarily capture existing day-to-day obligations / responsibilities of VCN Director
  - Provides direction to VCN Director when it comes to management of City resources - e.g. The responsibility to manage recreational assets in ways that maximize the enjoyment of these resources by all users, reduce potential health and safety risks to users, promote resilience and sustainability, etc. should always guide decisions related to parks and recreation
    - Inputs the policy direction from City Council into the Code to ensure direction applies to all management decisions
  - Increasing transparency and due process

CITY OF ARVADA

Article II: Unlawful Acts

- Current regulations were incorporated
- Also expanded regs (related to vehicles/parking, hazardous activities, & animals), and added regs (related to permits & criminal mischief)

Section Title / Regulation	Current ACC Number	New ACC Number
Article II		
Definitions	66-21	66-12
Penalties	66-22	66-49
Erection of Tents & Buildings	66-23	66-43(d)
Vehicle Speed Limit	66-24	66-41(b)
Snow & Ice Activities	66-25	66-43(b)
Horses	66-26	66-46(b)
Closed Areas Generally	66-27	66-42
Lakes, Ponds, & Streams	66-28	66-43(a)
Hazardous Activity	66-29	66-45(a)
Littering	66-30	66-44
Destruction of Park Property	66-31	66-48
Hours	66-32	66-14
Rules & Regulations	66-33	66-13 & 66-99

CITY OF ARVADA

Article III: Arvada/Blunn Reservoir

- Current regulations were incorporated with the exception of park permits for 3.2 beer
- Few substantive changes - clean up / re-organization

Section Title / Regulation	Current ACC Number	New ACC Number
Article III		
Short Title	66-51	66-61
Legislative Declaration	66-52	66-62
Definitions	66-53	66-63 & 66-67
Prohibited Activities	66-54	66-69
Boatings	66-55	66-69(b)
Fishing	66-56	66-69(c)
Arvada/Blunn Reservoir Permit	66-57	66-66 & 66-69
Fishing Permit Fees	66-58	66-67
Miscellaneous	66-59(a)	66-65
	66-59(b)	66-69(a)(2)
	66-59(c)	66-69(a)(8)
	66-59(d)	66-65
Penalties	66-60	66-71 & 66-68
Park Permit Fees for Groups Consuming 3.2 Beer	66-61	N/A but see 66-15

CITY OF ARVADA

Article IV: City-Operated Golf Courses

- Unique recreational assets that require slightly different or more specific regulations
  - For instance, unlike in other parks or recreational assets, alcohol is being sold on premises, users are renting city equipment, etc.
- Includes regulations related to the consumption of alcohol, renting/use of golf cars, modifying course grounds, fishing on course grounds, etc.

CITY OF ARVADA

Questions?

CITY OF ARVADA

CITY OF ARVADA

REPORT TO CITY COUNCIL PUBLIC HEARING	AGENDA ITEM 10.B.

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: CB26-003, An Ordinance Repealing and Reenacting Section 6-3, Reporting of Disorderly Conduct, of Article I, General, of Chapter 6, Alcoholic Beverages; Repealing Section 6-8, Illegal Possession or Consumption of Ethyl Alcohol by an Underage Person, of Article I, General, of Chapter 6, Alcoholic Beverages; Repealing Article II, Trial by Jury, of Chapter 58, Municipal Court; and Repealing and Reenacting Chapter 62, Offenses, of the Arvada City Code (Ordinance No. 4919) (Presenter: Katie Kurtz, Presiding Municipal Judge & Janelle Miller, Assistant City Attorney II)

Report in Brief

PRESENTER: Katie Kurtz, Presiding Municipal Judge & Janelle Miller, Assistant City Attorney II

The Colorado Supreme Court recently issued an opinion that has immediate impacts to sentencing in Arvada's municipal court. In a combined opinion concerning cases In re People v. Camp, No. 24SA276, and In re People v. Simons, No. 24SA309, the Colorado Supreme Court ruled that when a municipal ordinance and state statute prohibit identical conduct, the municipal penalties for such conduct may not exceed the state penalties for that conduct. In light of this ruling, the City Attorney's Office, in consultation with the Municipal Court and Police Department, has prepared an ordinance repealing and reenacting Chapter 62 of the Arvada City Code, which currently houses the majority of the City's criminal offenses, to align the offenses and associated penalties with state law.

The Arvada team recommends that the City Council approve CB26-003, An Ordinance Repealing and Reenacting Section 6-3, Reporting of Disorderly Conduct, of Article I, General, of Chapter 6, Alcoholic Beverages; Repealing Section 6-8, Illegal Possession or Consumption of Ethyl Alcohol by an Underage Person, of Article I, General, of Chapter 6, Alcoholic Beverages; Repealing Article II, Trial by Jury, of Chapter 58, Municipal Court; and Repealing and Reenacting Chapter 62, Offenses, of the Arvada City Code.

Financial Impact

There are no anticipated financial impacts associated with the adoption of this ordinance.

Background

Senate Bill 21-271 (SB 271), enacted in 2021, implemented a comprehensive reform of Title 18 of the Colorado Revised Statutes based on the recommendations of Colorado Criminal and Juvenile Justice Commission, focusing specifically on lower-level offenses, including misdemeanor and petty offenses. SB 271 reclassified a number of lower-level offenses and instituted a four-tier classification system, consisting of class 1 misdemeanors, class 2 misdemeanors, petty offenses, and civil infractions. SB 271 established maximum penalties for each type of offense, capping possibilities for fines and imprisonment.

In the opinion concerning cases In re People v. Camp, No. 24SA276, and In re People v. Simons, No. 24SA309, the Colorado Supreme Court specifically considered whether home rule municipalities may sentence offenders in excess of the statutory sentencing caps established under SB 271 in sections 18-1.3-501(1)(a.5) and 18-1.3-503(1.5) of the Colorado Revised Statutes when the offender violates a municipal ordinance that corresponds to a state offense prohibiting identical conduct.

Applying a preemption analysis, the Colorado Supreme Court held that when a municipal ordinance and a state statute prohibit

identical conduct, the municipal penalties for such conduct may not exceed the corresponding state penalties for that conduct. While an individual may be prosecuted in municipal court for their ordinance violation, they may not be subjected to penalties that exceed the state caps for the corresponding offenses. The ruling was made absolute - meaning it applies immediately.

Chapter 62 of the Arvada City Code does not currently classify offenses as “class 1 misdemeanors” or “petty offenses”, for example. Rather, all ordinance violations are subject to penalties as set forth in Section 1-5 of the Code. In short, Section 1-5 provides that an adult who is convicted of a violation may, for each offense, be fined a sum of not more than $2,650.00, or be imprisoned for a term not longer than 364 days, or both. For juveniles, a fine of a sum of not more than $2,650.00 may be imposed, or the juvenile may be detained in in-home detention, not to exceed 10 days in length.

If an offender were to be sentenced by the Arvada Municipal Court to the maximum penalty under Section 1-5 for an offense with a comparable state statute, that would run afoul of the Camp/Simons ruling. For example, the crime of trespassing at the state level is categorized as a “petty offense” for which the maximum penalty is 10 days jail and/or a fine of up to $300.00. Under the current version of Chapter 62, that crime in Arvada has a potential penalty of up to 364 days jail and/or a fine of $2,650.00.

Discussion

Section 1 of the ordinance amends the “definitions” section of Sec. 6-3 to broadly refer to “Chapter 62 of this Code” in light of the renumbering being done in Chapter 62. For example, the definition of “assault” in Sec. 6-3(a) currently provides, “Assault is defined as set forth in section 62-32(a).” If this ordinance is approved, Sec. 62-32(a) will no longer exist and therefore needs to be updated.

Section 2 of the ordinance is repealing the rules pertaining to illegal possession or consumption of alcohol by an underage person that are set forth in Chapter 6 of the City Code. These rules will now be found in Section 62-13-122.

Section 3 of the ordinance is repealing the provisions related to jury trials in the municipal court that are set forth in Chapter 58 of the City Code. Those provisions will now be found in Section 62-1-406.

Section 4 of the ordinance is repealing and reenacting Chapter 62 in its entirety. The revisions to this chapter will not only alter the City’s criminal sentencing structure to be in alignment with state sentencing schemes for similar offenses, but also have many other improvements, including:

- Triplicate numbers to match state offenses;

<u>Example – Assault</u>
Current Ordinance: 62-32
State Law: 18-3-204
New Ordinance: 62-3-204

This provides consistency and is beneficial to law enforcement officers who cite offenders into both state and municipal court.

- Clear offense designation;

Section 62-1.3-501(a) contains a table that describes the class of offense alongside the maximum penalty (Ex. Class 1 Misdemeanor -> 364 days imprisonment; not more than a $1,000.00 fine; or both; Class 2 Misdemeanor -> 120 days

imprisonment; not more than a $750.00 fine; or both; etc.).

Each offense will also be clearly designated in the text describing the unlawful act.

Example – Assault.

"62-3-204. Assault.

(a) Unlawful act. It shall be unlawful for any person to commit assault. A person commits assault if the person knowingly or recklessly causes bodily injury to another person. This section shall not apply where serious bodily injury results, a deadly weapon is used, or the assault is otherwise felonious.

(b) Penalty. Assault is a class 1 misdemeanor."

- Codification of rights of defendants and defenses under common law;

Part 4 of Article I codifies the rights of defendants, including the presumption of innocence, the right to a speedy trial, and outlines when a defendant is entitled to jury trial and how to exercise that right. Parts 5 through 8 of Article I describe principles of culpability and define defenses that are available under common law (for example, what legally constitutes self-defense, duress, entrapment, etc.), which are not currently captured in the City Code.

- Direction on sentencing in criminal cases, including alternatives in sentencing.

Article 1.3 sets forth all of the rules and regulations pertaining to sentencing. Not only does it describe the maximum penalties set forth by state law, but also provides the court with alternative sentencing options, such as pretrial diversion, probation, etc.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

This ordinance is in alignment with the Safe Community Work System's strategic result #6: *"Provides an independent, fair, and impartial justice system that efficiently processes the court docket, renders fair and just decisions, and holds all stakeholders accountable while providing access to resources and services to reduce recidivism and improve the well-being of defendants."*

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB26-003, An Ordinance Repealing and Reenacting Section 6-3, Reporting of Disorderly Conduct, of Article I, General, of Chapter 6, Alcoholic Beverages; Repealing Section 6-8, Illegal Possession or Consumption of Ethyl Alcohol by an Underage Person, of Article I, General, of Chapter 6, Alcoholic Beverages; Repealing Article II, Trial by Jury, of Chapter 58, Municipal Court; and Repealing and Reenacting Chapter 62, Offenses, of the Arvada City Code.

Suggested Motion:

I move that CB26-003, An Ordinance Repealing and Reenacting Section 6-3, Reporting of Disorderly Conduct, of Article I, General, of Chapter 6, Alcoholic Beverages; Repealing Section 6-8, Illegal Possession or Consumption of Ethyl Alcohol by an Underage Person, of Article I, General, of Chapter 6, Alcoholic Beverages; Repealing Article II, Trial by Jury, of Chapter 58, Municipal Court; and Repealing and Reenacting Chapter 62, Offenses, of the Arvada City Code be (approved on final reading, numbered 4919 and ordered published by title only) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Rachel Morris, City Attorney	02/17/2026
Allison Scheck, Deputy City Manager	02/17/2026
Linda Haley, Deputy City Manager	02/17/2026
Don Wick, City Manager	02/17/2026

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 26-003
ORDINANCE NO. 4919

AN ORDINANCE REPEALING AND REENACTING SECTION 6-3, REPORTING OF DISORDERLY CONDUCT, OF ARTICLE I, GENERAL, OF CHAPTER 6, ALCOHOLIC BEVERAGES; REPEALING SECTION 6-8, ILLEGAL POSSESSION OR CONSUMPTION OF ETHYL ALCOHOL BY AN UNDERAGE PERSON, OF ARTICLE I, GENERAL, OF CHAPTER 6, ALCOHOLIC BEVERAGES; REPEALING ARTICLE II, TRIAL BY JURY, OF CHAPTER 58, MUNICIPAL COURT; AND REPEALING AND REENACTING CHAPTER 62, OFFENSES, OF THE ARVADA CITY CODE

WHEREAS, the City of Arvada has the authority under Colo. Rev. Stat. §31-16-101, and otherwise under its authority as a Home Rule city to establish ordinances, regulations, and procedures that protect life and property; and

WHEREAS, during the 2021 legislative session, the Colorado General Assembly passed Senate Bill (SB) 21-271, concerning the adoption of the 2021 recommendations of the Colorado Criminal Justice Commission Regarding Sentencing for Offenses; and

WHEREAS, SB 21-271 reclassified many State misdemeanors and petty offenses and adjusted the penalties for those offenses; and

WHEREAS, in 2025, the Colorado Supreme Court ruled that the penalties established under SB 21-271 are the maximum penalties that may be imposed for such offenses, whether such offenses are prosecuted in state courts or municipal courts; and

WHEREAS, Arvada City Council, based on the Colorado Supreme Court ruling, finds it necessary to conform offense information set forth in the City Code with that set forth in the Colorado Revised Statutes to the extent practicable.

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

Section 1. Section 6-3, Reporting of Disorderly Conduct, of Article I, General, of Chapter 6, Alcoholic Beverages, of the Arvada City Code is hereby repealed and reenacted to read as follows:

"**Sec. 6-3. Reporting of disorderly conduct.**

(a) *Definitions.* The following words or phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Assault has the same meaning as set forth in Chapter 62 of this Code, as may be amended from time to time.

Disorderly conduct has the same meaning as set forth in Chapter 62 of this Code, as may be amended from time to time.

Harassment has the same meaning as set forth in Chapter 62 of this Code, as may be amended from time to time.

Premises has the same meaning as set forth in Colo. Rev. Stat. § 44-3-103, as may be amended from time to time.

(b) *Reports.* It shall be unlawful for any licensee or permit holder, or any agent, manager, or employee thereof, to fail to immediately report any disorderly conduct, assault, harassment, or any other criminal activity occurring or originating on or within the licensed premises.

(c) *Warning signs to be displayed.* Each licensee and permit holder shall post and keep at all times visible to the public in a conspicuous place on the premises, a sign to be provided by the city clerk's office which shall be in the following form:

"WARNING: The police department must be notified of all disturbances, including assault, disorderly conduct, harassment, and any other criminal activities which occur on or within the premises of this licensed establishment."

(d) *Absence of licensee or permit holder not a defense*. It shall not be a defense to a prosecution of a licensee or permit holder under this section that the licensee was not personally present on the premises at the time such unlawful or disorderly act, conduct, or disturbance was committed; provided, however, that an agent, servant, or employee of the licensee shall not be responsible hereunder when such agent, servant, or employee is absent from the premises.

(e) *Failure to comply*. Failure to comply with the requirements of this section may be considered by the licensing authority in any action relating to the issuance, revocation, suspension, or nonrenewal of a license, or the cancellation, revocation, or suspension of a temporary permit. A violation of this section is also a municipal infraction, punishable by a fine as set forth in section 1-5 of this Code."

Section 2. Section 6-8, Illegal Possession or Consumption of Ethyl Alcohol by an Underage Person, of Article I, General, of Chapter 6, Alcoholic Beverages, of the Arvada City Code is hereby repealed and reserved.

Section 3. Article II, Trial by Jury, of Chapter 58, Municipal Court, of the Arvada City Code is hereby repealed and reserved.

Section 4. Chapter 62, Offenses, of the Arvada City Code is hereby repealed in its entirety, retitled, and reenacted to read as follows:

"CHAPTER 62. CRIMINAL CODE

ARTICLE I. PROVISIONS APPLICABLE TO OFFENSES GENERALLY

Part 1. Purpose and Scope of Code-Classifications of Offenses

Sec. 62-1-101. Citation.

This Chapter shall be known and may be cited as the "Arvada Criminal Code."

Sec. 62-1-102. Purpose; statutory construction.

(a) The Arvada Criminal Code shall be construed in such manner as to promote maximum fulfillment of its general purposes, namely:

(1) To define offenses, to adequately define the act and mental state which constitute each offense, to place limitations upon the condemnation of conduct as criminal when it is without fault, and to give fair warning to all persons concerning the nature of the conduct prohibited and the penalties authorized upon conviction;

(2) To forbid the commission of offenses and to prevent their occurrence through the deterrent influence of the sentences authorized; to provide for the rehabilitation of those convicted and their punishment when required in the interests of public protection;

(3) To differentiate on reasonable grounds between serious and minor offenses, and prescribe penalties which are proportionate to the seriousness of offenses and which permit recognition of differences in rehabilitation possibilities as between individual offenders;

(4) To prevent arbitrary or oppressive treatment of persons accused or convicted of offenses and to identify certain minimum standards for criminal justice which, within the concept of due process of law, have the stature of substantive rights of persons accused of crime;

(5) To promote acceptance of responsibility and accountability by offenders and to provide restoration and healing for victims and the community while attempting to reduce recidivism and the costs to society by the use of restorative justice practices.

(b) It is the intent and purpose of this Code to not include or cover any offense which is deemed by the Colorado Revised Statutes to be a felony, and this Code shall be so construed.

(c) Except as otherwise set forth in this Code, it is the intent and purpose of this Code to criminalize conduct deemed unlawful by this Code.

Sec. 62-1-102.5. Purposes of code with respect to sentencing; penalty.

The purposes of this Code with respect to sentencing are:

(a) To punish a convicted offender by assuring the imposition of a sentence the offender deserves in relation to the seriousness of the offense committed;

(b) To assure the fair and consistent treatment of all convicted offenders by eliminating unjustified disparity in sentences, providing fair warning of the nature of the sentence to be imposed, and establishing fair procedures for the imposition of sentences;

(c) To prevent crime and promote respect for the law by providing an effective deterrent to others likely to commit similar offenses;

(d) To promote rehabilitation by encouraging programs that elicit the voluntary cooperation and participation of convicted offenders;

(e) To select a sentence, a sentence length, and a level of supervision that addresses the offender's individual characteristics and reduces the potential that the offender will engage in criminal conduct after completing the imposed sentence; and

(f) To promote acceptance of responsibility and accountability by offenders and to provide restoration and healing for victims and the community while attempting to reduce recidivism and the costs to society by the use of restorative justice practices.

Sec. 62-1-103. Scope and application of code.

(a) Except as otherwise expressly provided by this Code, or unless the context otherwise requires, the provisions of this Code govern the construction of and punishment for any offense defined in the Arvada City Code committed on or after the effective date of this Code, as well as the construction and application of any defense to a prosecution for such an offense.

(b) All pending actions shall proceed to final disposition in the same manner as if this Code had not been enacted.

(c) The provisions of this Code do not bar, suspend, or otherwise affect any right or liability to damages, penalty, forfeiture, or other remedy authorized by law to be recovered or enforced in a civil action for any conduct which this Code makes punishable; and the civil injury is not merged in the offense.

Sec. 62-1-103.5. Adoption of the Colorado Municipal Court Rules of Procedure.

The Colorado Municipal Court Rules of Procedure are hereby adopted as the rules governing the procedure in all cases heard before the Arvada Municipal Court. These Rules shall be known and cited as "C.M.C.R."

Sec. 62-1-104. Offense defined; offenses classified; common-law crimes abolished.

(a) The terms “offense,” “violation,” and “crime” are synonymous and mean conduct defined by any ordinance for which a fine or imprisonment may be imposed.

(b) Each offense shall be classified as set forth below:

(1) *Ordinance violations.* Notwithstanding any other provision of this Code, for offenses committed on or after the effective date of this ordinance, ordinance violations are divided into either municipal offenses, misdemeanor offenses, petty offenses, or municipal infractions.

(i) *Municipal offense.* Any ordinance offense for which there is not an equivalent state counterpart violation and that carries the possibility of imprisonment shall be classified as municipal offense.

(ii) *Misdemeanor and petty offenses.*

a) *Class 1 and class 2 misdemeanors.* Any ordinance offense for which the state counterpart violation carries the possibility of imprisonment for up to 364 days shall be classified as class 1 misdemeanor offense. An ordinance offense for which the state counterpart violation carries the possibility of imprisonment for up to 120 days shall be classified as a class 2 misdemeanor offense.

b) *Petty offenses*. An ordinance offense for which the state counterpart violation carries the possibility of imprisonment of up to 10 days shall be classified as a petty offense.

(iii) *Municipal infractions.* An ordinance offense that carries the possibility of a fine only shall be classified a municipal infraction.

(2) *Traffic violations.* Traffic violations are found in the Model Traffic Code for Colorado as adopted and amended by Arvada. All violations of the Model Traffic Code for Colorado as adopted and amended by Arvada shall be classified as noncriminal traffic infractions, except for the following, which shall be classified as a misdemeanor traffic offenses:

(i) Section 1101(1), "Speed Limits," only where the speed alleged is twenty-five or more miles in excess of the reasonable and prudent speed;

(ii) Section 1105, "Speed contests-speed exhibition;"

(iii) Section 1401, "Reckless driving;"

(iv) Section 1402, "Careless driving'"

(v) Section 1409, "Compulsory insurance;"

(vi) Section 1413, "Eluding or attempting to elude a police officer;" and

(vii) Section 1903, "School buses-stops-signs-passing."

(2.5) Civil parking violations. Any parking violation found in Division 1 of Article IV, Local Parking Regulations, of Chapter 54, Motor Vehicles and Traffic, of the Arvada City Code shall be classified as a civil parking violation.

(c) Common-law crimes are abolished and no conduct shall constitute an offense unless it is described as an offense in this Code or in another provision of the Arvada City Code, but this provision does not affect the power of the municipal court to punish for contempt, or to employ any sanction authorized by law for the enforcement of an order lawfully entered, nor does it affect the use of case law as an interpretive aid in the construction of the provisions of this Code.

Secs. 62-1-105 -- 200. Reserved.

Part 2. Jurisdiction

Sec. 62-1-201. Jurisdiction.

(a) A person is subject to prosecution in the municipal court for an offense which the person commits, by the person's own conduct or that of another for which the person is legally accountable, if:

(1) The conduct constitutes an offense and is committed either wholly or partly within the city;

(2) The conduct outside the city constitutes an attempt, as defined by this Code, to commit an offense within the city;

(3) The conduct outside the city constitutes a conspiracy to commit an offense within the city, and an act in furtherance of the conspiracy occurs in the city; or

(4) The conduct within the city constitutes an attempt, solicitation, or conspiracy to commit in another jurisdiction an offense prohibited under the laws of this city and such other jurisdiction.

(b) An offense is committed partly within this city if conduct occurs in this city which is an element of an offense or if the result of conduct in this city is such an element.

(c) Whether an offender is in or outside of the city is immaterial to the commission of an offense based on an omission to perform a duty imposed by the law of this city.

Sec. 62-1-202. Place of trial.

In making a determination about whether a case may be properly tried in the municipal court, the judge may refer to the provisions of Colo. Rev. Stat. §18-1-202, as may be amended from time to time.

Secs. 62-1-203 -- 300. Reserved.

Part 3. When Prosecution Barred by Former Proceedings

Sec. 62-1-301. Second trial barred.

Prosecution may be barred by former proceedings as set forth in Part 3 of Article I of Title 18 of the Colorado Revised Statutes.

Secs. 62-1-302 -- 400. Reserved.

Part 4. Rights of Defendant

Sec. 62-1-401. Purpose.

It is the intent of this Part 4 to confer upon every person accused of an offense the benefits arising from this Part 4 as a matter of substantive right, in implementation of minimum standards of criminal justice within the concept of due process of law for prosecutions in the municipal court.

Sec. 62-1-402. Presumption of innocence.

Every person is presumed innocent until proven guilty. No person shall be convicted of any offense unless their guilt thereof is proven beyond a reasonable doubt.

Sec. 62-1-403. Legal assistance and support services.

All indigent persons who are charged with or held for the commission of a crime that carries a potential possibility of imprisonment are entitled to legal representation at the expense of the city, to the extent deemed appropriate by the presiding municipal court judge, and in accordance with the C.M.C.R.

Sec. 62-1-404. Reserved.

Sec. 62-1- 405. Speedy trial.

A case shall be tried within the deadline set forth by C.M.C.R.

Sec. 62-1-406. Right to jury trial.

(a) *Right to jury trial.*

(1) Trial shall be to the court, except that a defendant charged with a municipal offense,

class 1 misdemeanor, class 2 misdemeanor, petty offense, or traffic misdemeanor shall have a right to a trial by jury if, within 21 days after the entry of a plea, the defendant files with the court a written jury demand and at the same time tenders to the court a jury fee at a rate set forth in C.M.C.R. The jury fee may be waived by the judge if the judge finds the defendant to be indigent.

(i) *Exception:* No juvenile shall be entitled to a trial by jury for any municipal offense, class 1 misdemeanor, class 2 misdemeanor, petty offense, municipal infraction, or traffic violation.

(2) The jury shall consist of three jurors unless a greater number, not to exceed six, is requested by the defendant in said jury demand. If the charge is dismissed or the defendant is acquitted of the charge in the municipal court, or if the defendant, having paid the jury fee, files with the court, at least ten days prior to the scheduled trial date a written waiver of jury trial, the jury fee shall be refunded.

(3) In the event that a defendant is charged with more than one violation arising out of the same incident, and at least one of the charged offenses is a municipal offense, class 1 misdemeanor, class 2 misdemeanor, petty offense, or traffic misdemeanor, the defendant shall have the right to demand a trial by jury as to all violations arising out of that incident. All such violations shall be consolidated for purposes of trial.

(b) *Payment.* Jurors shall receive for appearing before the municipal court $6.00 per day, or $12.00 per day if chosen to sit on a jury, to be paid out of the general funds of the city.

(c) *Failure to appear.* In all cases where a person is summoned as a juror to appear for jury duty and fails to attend at the time and place appointed in the summons, the court shall have power to issue a show cause order commanding the juror to appear before the municipal court and show cause why the juror should not be punished for contempt. On the appearance of the juror subject to the order the court shall have the power to punish the juror for contempt or wholly discharge them, if a satisfactory excuse is given.

(d) *Challenging prospective jurors; incomplete juries.*

(1) *Challenges for cause.* In each jury trial, each party shall be entitled to challenge a juror for cause on grounds set forth in C.M.C.R. 224. If the challenge for cause is successful, the juror shall be excused.

(2) *Peremptory challenges.* In each jury trial, each party shall be entitled to three peremptory challenges, all of which must be exercised either orally or by striking names from a list prepared by the court, and to be exercised alternatively by the parties.

(3) *Challenge to the array.* A challenge to the array must be made in accordance with C.M.C.R. 224.

(4) *Declaration of mistrial.* If a fair and impartial jury cannot be impaneled from the jury pool summoned to appear for jury trial at the time and date appointed on the summons, the court shall declare a mistrial.

(e) *Verdict and sentence.* Upon the jury returning its verdict of guilty, the judge of the municipal court shall record the same and shall proceed to fix or determine the punishment or penalty and render judgment upon such verdict for the punishment or penalty so determined by the judge. But if the jury returns a verdict of not guilty, the judge shall record the same and shall discharge the defendant.

Sec. 62-1-407. Affirmative defense.

(a) "Affirmative defense" means that unless the city's evidence raises the issue involving the alleged defense, the defendant, to raise the issue, shall present some credible evidence on that issue.

(b) If the issue involved in an affirmative defense is raised, then the guilt of the defendant must be established beyond a reasonable doubt as to that issue as well as all other elements of the offense.

(c) The affirmative defenses available in Colo. Rev. Stat. §§18-1-701 to 18-1-709 shall be available as affirmative defenses to prosecution in the municipal court.

Sec. 62-1-408 -- 409. Reserved.

Sec. 62-1-410. Postconviction remedy.

Postconviction remedies available to the defendant are as set forth in C.M.C.R. 235 and Colo. Rev. Stat. §18-1-410.6.

Secs. 62-1-411 -- 416. Reserved.

Sec. 62-1-417. Ineffective assistance of counsel.

(a) Notwithstanding any other provision of law, whenever a defendant alleges ineffective assistance of counsel, the defendant automatically waives any confidentiality, including attorney-client and work-product privileges, between counsel and defendant, and between the defendant or counsel and any expert witness retained or appointed in connection with the representation, but only with respect to the information that is related to the defendant's claim of ineffective assistance. After the defendant alleges ineffective assistance of counsel, the allegedly ineffective counsel and an expert witness may discuss with, may disclose any aspect of the representation that is related to the defendant's claim of ineffective assistance to, and may produce documents related to such representation that are related to the defendant's claim of ineffective assistance to the prosecution without the need for an order by the court that confidentiality has been waived.

(b) If the allegedly ineffective counsel or an expert witness has released their file or a portion thereof to defendant or defendant's current counsel, defendant or current counsel shall permit the prosecution to inspect and copy any or all portions of the file that are related to the defendant's claim of ineffective assistance upon request of the prosecution.

Part 5. Principles of Criminal Culpability

Sec. 62-1-501. Definitions.

The following definitions are applicable to the determination of culpability requirements for offenses defined in this Code:

Act means a bodily movement, and includes words and possession of property.

Conduct means an act or omission and its accompanying state of mind or, where relevant, a series of acts or omissions.

Criminal negligence. A person acts with criminal negligence when, through a gross deviation from the standard of care that a reasonable person would exercise, the person fails to perceive a substantial and unjustifiable risk that a result will occur or that a circumstance exists.

Culpable mental state means intentionally, or with intent, or knowingly, or willfully, or recklessly, or with criminal negligence, as these terms are defined in this section.

Intentionally or *with intent*. A person acts "intentionally" or "with intent" when that person's conscious objective is to cause the specific result proscribed by the statute defining the offense. It is immaterial to the issue of specific intent whether or not the result actually occurred.

Knowingly or *willfully*. A person acts "knowingly" or "willfully" with respect to conduct or to a circumstance described by a statute defining an offense, when a person is aware that their conduct is of such nature or that such circumstance exists. A person acts "knowingly" or "willfully," with respect to a result of their conduct, when the person is aware that their conduct is practically certain to cause the result. All offenses defined in this Code in which the mental culpability requirement is expressed as "knowingly" or "willfully" are declared to be general intent crimes.

Omission means a failure to perform an act as to which a duty of performance is imposed by law.

Recklessly. A person acts "recklessly" when a person consciously disregards a substantial and unjustifiable risk that a result will occur or that a circumstance exists.

Voluntary act means an act performed consciously as a result of effort or determination, and includes the possession of property if the actor was aware of their physical possession

or control thereof for a sufficient period to have been able to terminate it.

Sec. 62-1-502. Requirements for criminal liability in general and for offenses of strict liability and of mental culpability.

The minimum requirement for criminal liability is the performance by a person of conduct which includes a voluntary act or the omission to perform an act which the person is physically capable of performing. If that conduct is all that is required for commission of a particular offense, or if an offense or some material element thereof does not require a culpable mental state on the part of the actor, the offense is one of "strict liability." If a culpable mental state on the part of the actor is required with respect to any material element of an offense, the offense is one of "mental culpability."

Sec. 62-1-503. Construction of statutes with respect to culpability requirements.

(a) When the commission of an offense, or some element of an offense, requires a particular culpable mental state, that mental state is ordinarily designated by use of the terms "intentionally," "with intent," "knowingly," "willfully," "recklessly," or "criminal negligence" or by use of the terms "with intent to defraud" and "knowing it to be false" describing a specific kind of intent or knowledge.

(b) Although no culpable mental state is expressly designated in a statute defining an offense, a culpable mental state may nevertheless be required for the commission of that offense, or with respect to some or all of the material elements thereof, if the proscribed conduct necessarily involves such a culpable mental state.

(c) If a statute provides that criminal negligence suffices to establish an element of an offense, that element also is established if a person acts recklessly, knowingly, or intentionally. If recklessness suffices to establish an element, that element also is established if a person acts knowingly or intentionally. If acting knowingly suffices to establish an element, that element also is established if a person acts intentionally.

(d) When a statute defining an offense prescribes as an element thereof a specified culpable mental state, that mental state is deemed to apply to every element of the offense unless an intent to limit its application clearly appears.

Sec. 62-1-503.5. Reserved.

Sec. 62-1-504. Effect of ignorance or mistake upon culpability.

(a) A person is not relieved of criminal liability for conduct because the person engaged in that conduct under a mistaken belief of fact, unless:

(1) It negatives the existence of a particular mental state essential to commission of the offense;

(2) The statute defining the offense or a statute relating thereto expressly provides that a factual mistake or the mental state resulting therefrom constitutes a defense or exemption; or

(3) The factual mistake or the mental state resulting therefrom is of a kind that supports a defense of justification as defined in Colo. Rev. Stat. §§18-1-701 to 18-1-707.

(b) A person is not relieved of criminal liability for conduct because the person engages in that conduct under a mistaken belief that it does not, as a matter of law, constitute an offense, unless the conduct is permitted by one or more of the following:

(1) A statute or ordinance binding in the city;

(2) An administrative regulation, order, or grant of permission by a body or official authorized and empowered to make such order or grant the permission under the laws of the state of Colorado;

(3) An official written interpretation of the statute or law relating to the offense, made or issued by a public servant, agency, or body legally charged or empowered with the responsibility of administering, enforcing, or interpreting a statute, ordinance, regulation, order, or law. If such interpretation is by judicial decision, it must be binding in the state of Colorado.

(c) A defense authorized by this section is an affirmative defense.

Sec. 62-1-505. Reserved.

Part 6. Parties to Offenses - Accountability

Sec. 62-1-601. Liability based upon behavior.

A person is guilty of an offense if it is committed by the behavior of another person for which they are legally accountable as provided in this Part 6.

Sec. 62-1-602. Behavior of another.

(a) A person is legally accountable for the behavior of another person if:

(1) The person is made accountable for the conduct of another by the ordinance defining the offense or by a specific provision of this chapter;

(2) The person acts with the culpable mental state sufficient for the commission of the offense in question and the person causes an innocent person to engage in such behavior.

(b) As used in subsection (a) of this section, “innocent person” is defined as set forth in Colo.

Rev. Stat. §18-1-602.

Sec. 62-1-603. Complicity.

A person is legally accountable as principal for the behavior of another constituting a criminal offense if, with the intent to promote or facilitate the commission of the offense, the person aids, abets, advises, or encourages the other person in planning or committing the offense.

Sec. 62-1-604. Exemptions from liability based upon behavior of another.

Exemptions from liability based on the behavior of another shall be as set forth in Colo. Rev. Stat. §18-1-604.

Sec. 62-1-605. Liability based upon behavior of another - no defenses.

The assertion of a defense to an offense in which criminal liability is based on the behavior of another under this Part 6 shall be governed by the provisions of Colo. Rev. Stat. §18-1-605.

Sec. 62-1-606. Criminal liability of business entities - definitions.

(a) A business entity is guilty of an offense if:

(1) The conduct constituting the offense consists of an omission to discharge a specific duty of affirmative performance imposed on the business entity by law; or

(2) The conduct constituting the offense is engaged in, authorized, solicited, requested, commanded, or knowingly tolerated by the governing body or individual authorized to manage the affairs of the business entity or by a high managerial agent acting within the scope of their employment or on behalf of the business entity.

(b) As used in this section:

(1) *Agent* means any director, officer, or employee of a business entity, or any other person who is authorized to act in behalf of the business entity, and "high managerial agent" means an officer of a business entity or any other agent in a position of comparable authority with respect to the formulation of the business entity's policy or the supervision in a managerial capacity of subordinate employees.

(2) *Business entity* means a corporation or other entity that is subject to the provisions of Title 7 of the Colorado Revised Statutes; foreign corporations qualified to do business in this State pursuant to Article 115 of Title 7 of the Colorado Revised Statutes, specifically including federally chartered or authorized financial institutions; a corporation or other entity that is subject to the provisions of Title 11 of the Colorado Revised Statutes; or a sole proprietorship or other association or group of individuals doing business in the state.

(c) Every offense committed by a business entity which would be a municipal offense, misdemeanor, petty offense, or municipal infraction if committed by an individual shall subject the business entity to the payment of a fine as authorized by this article.

Sec. 62-1-607. Criminal liability of an individual for corporate conduct.

A person is criminally liable for conduct constituting an offense which that person performs or causes to occur in the name of or on behalf of a corporation to the same extent as if such conduct were performed or caused by that person in their own name or behalf.

Part 7. Justifications and Exemptions From Criminal Responsibility

Sec. 62-1-701. Execution of public duty.

(a) Unless inconsistent with other provisions of sections 62-1-702 to 62-1-710 of this Code defining justifiable use of physical force, or with some other provision of law, conduct which would otherwise constitute an offense is justifiable and not criminal when it is required or authorized by a provision of law or a judicial decree binding in Colorado.

(b) A "provision of law" and a "judicial decree" in subsection (a) of this section means:

(1) Laws defining duties and functions of public servants;

(2) Laws defining duties of private citizens to assist public servants in the performance of certain of their functions;

(3) Laws governing the execution of legal process;

(4) Laws governing the military service and conduct of war; and/or

(5) Judgments and orders of court.

Sec. 62-1-702. Choice of evils.

(a) Unless inconsistent with other provisions of sections 62-1-703 to 62-1-707 of this Code defining justifiable use of physical force, or with some other provision of law, conduct which would otherwise constitute an offense is justifiable and not criminal when it is necessary as an emergency measure to avoid an imminent public or private injury which is about to occur by reason of a situation occasioned or developed through no conduct of the actor, and which is of sufficient gravity that, according to ordinary standards of intelligence and morality, the desirability and urgency of avoiding the injury clearly outweigh the desirability of avoiding the injury sought to be prevented by the statute defining the offense in issue.

(b) The necessity and justifiability of conduct under subsection (a) of this section shall not rest

upon considerations pertaining only to the morality and advisability of the statute, either in its general application or with respect to its application to a particular class of cases arising thereunder. When evidence relating to the defense of justification under this section is offered by the defendant, before it is submitted for the consideration of the jury, the court shall first rule as a matter of law whether the claimed facts and circumstances would, if established, constitute a justification.

Sec. 62-1-703. Use of physical force - special relationships.

(a) The use of physical force upon another person that would otherwise constitute an offense is justifiable and not criminal under any of the following circumstances:

(1) A parent, guardian, or other person entrusted with the care and supervision of a minor or an incompetent person, and a teacher or other person entrusted with the care and supervision of a minor, may use reasonable and appropriate physical force upon the minor or incompetent person when and to the extent it is reasonably necessary and appropriate to maintain discipline or promote the welfare of the minor or incompetent person.

(2) A superintendent or other authorized official of a jail, prison, or correctional institution may, in order to maintain order and discipline, use objectively reasonable and appropriate physical force when and to the extent the superintendent or other authorized official reasonably believes it necessary to maintain order and discipline.

(3) A person responsible for the maintenance of order in a common carrier of passengers, or a person acting under their direction, may use reasonable and appropriate physical force when and to the extent that it is necessary to maintain order and discipline.

(4) A person acting under a reasonable belief that another person is about to commit suicide or to inflict serious bodily injury upon themselves may use reasonable and appropriate physical force upon that person to the extent that it is reasonably necessary to thwart the result.

(5) A duly licensed physician, advanced practice nurse, or a person acting under the direction of a duly licensed physician or advanced practice nurse, may use reasonable and appropriate physical force for the purpose of administering a recognized form of treatment that the person reasonably believes to be adapted to promoting the physical or mental health of the patient if:

(i) The treatment is administered with the consent of the patient, or if the patient is a minor or an incompetent person, with the consent of the patient's parent, guardian, or other person entrusted with their care and supervision; or

(ii) The treatment is administered in an emergency when the physician or

advanced practice nurse reasonably believes that no one competent to consent can be consulted and that a reasonable person, wishing to safeguard the welfare of the patient, would consent.

Sec. 62-1-704. Use of physical force in defense of a person - definitions.

(a) Except as provided in subsection (b) of this section, a person is justified in using physical force upon another person in order to defend themselves or a third person from what the person reasonably believes to be the use or imminent use of unlawful physical force by that other person, and may use a degree of force which the person reasonably believes to be necessary for that purpose.

(b) Notwithstanding the provisions of subsection (a) of this section, a person is not justified in using physical force if:

(1) With intent to cause bodily injury or death to another person, the person provokes the use of unlawful physical force by that other person; or

(2) The person is the initial aggressor; except that their use of physical force upon another person under the circumstances is justifiable if they withdraw from the encounter and effectively communicates to the other person their intent to do so, but the latter nevertheless continues or threatens the use of unlawful physical force;

(3) The physical force involved is the product of a combat by agreement not specifically authorized by law; or

(4) The use of physical force against another is based on the discovery of, knowledge about, or potential disclosure of the victim's actual or perceived gender, gender identity, gender expression, or sexual orientation, including but not limited to under circumstances in which the victim made an unwanted nonforcible romantic or sexual advance toward the defendant. Nothing in this subsection precludes the admission of evidence, which is otherwise admissible, of a victim's or witness's conduct, behavior, or statements.

(c) In a case in which the defendant is not entitled to a jury instruction regarding self-defense as an affirmative defense, the court shall allow the defendant to present evidence, when relevant, that the defendant was acting in self-defense. If the defendant presents evidence of self-defense, the court shall instruct the jury with a self-defense law instruction. The court shall instruct the jury that it may consider the evidence of self-defense in determining whether the defendant acted recklessly, with extreme indifference, or in a criminally negligent manner. However, the self-defense law instruction shall not be an affirmative defense instruction and the prosecuting attorney shall not have the burden of disproving self-defense. This section shall not apply to strict liability crimes.

Sec. 62-1-705. Use of physical force in defense of premises.

A person in possession or control of any building, realty, or other premises, or a person who is licensed or privileged to be thereon, is justified in using reasonable and appropriate physical force upon another person when and to the extent that it is reasonably necessary to prevent or terminate what the person reasonably believes to be the commission or attempted commission of an unlawful trespass by the other person in or upon the building, realty, or premises.

Sec. 62-1-706. Use of physical force in defense of property.

A person is justified in using reasonable and appropriate physical force upon another person when and to the extent that the person reasonably believes it necessary to prevent what the person reasonably believes to be an attempt by the other person to commit theft, criminal mischief, or criminal tampering involving property.

Sec. 62-1-706.5. Justification and exemption from liability when rendering emergency assistance to an at-risk person or animal in a locked vehicle.

A person is justified and exempt from criminal liability for criminal mischief, criminal trespass, or criminal tampering involving property if such action occurred when the person rendered emergency assistance to an at-risk person or animal in a locked vehicle, provided the person rendering assistance acted in accordance with the provisions of Colo. Rev. Stat. §13-21-108.4.

Sec. 62-1-707. Reserved.

Sec. 62-1-708. Duress.

A person may not be convicted of an offense tried before the municipal court, based upon conduct in which the person engaged at the direction of another person because of the use or threatened use of unlawful force upon them or upon another person, which force or threatened use thereof a reasonable person in their situation would have been unable to resist. This defense is not available when a person intentionally or recklessly places themselves in a situation in which it is foreseeable that they will be subjected to such force or threatened use thereof. The choice of evils defense, provided in section 62-1-702, shall not be available to a defendant in addition to the defense of duress provided under this section unless separate facts exist which warrant its application.

Sec. 62-1-709. Entrapment.

The commission of acts which would otherwise constitute an offense is not criminal if the defendant engaged in the proscribed conduct because the defendant was induced to do so by a law enforcement official or other person acting under the defendant's direction, seeking to obtain evidence for the purpose of prosecution, and the methods used to obtain that evidence were such as to create a substantial risk that the acts would be committed by a person who, but for such inducement, would not have conceived of or engaged in conduct of the sort induced. Merely affording a person an opportunity to commit an offense is not entrapment even though representations or inducements calculated to overcome the offender's fear of detection are used.

Sec. 62-1-710. Affirmative defenses.

The issues of justification or exemption from criminal liability under section 62-1-701 to 62-1-709 are affirmative defenses.

Secs. 62-1-711 -- 714. Reserved.

Part 8. Responsibility

Sec. 62-1-801. Insufficient age.

No child under ten years of age shall be found guilty of an offense.

Secs. 62-1-802 -- 803. Reserved.

Sec. 62-1-804. Intoxication.

(a) Intoxication of the accused is not a defense to a criminal charge, except as provided in subsection (b) of this section, but in any prosecution for an offense, evidence of intoxication of the defendant may be offered by the defendant when it is relevant to negative the existence of a specific intent if such intent is an element of the crime charged.

(b) A person is not criminally responsible for their conduct if, by reason of intoxication that is not self-induced at the time the person acts, the person lacks capacity to conform their conduct to the requirements of the law.

Sec. 18-1-805. Responsibility - affirmative defense.

The issue of responsibility under this Part 8 is an affirmative defense.

Part 9. Definitions

Sec. 62-1-901. Definitions.

(a) Definitions set forth in any section of this chapter apply wherever the same term is used in the same sense in another section of this chapter unless the definition is specifically limited or the context indicates that it is inapplicable.

Accomplice means any person who knowingly and voluntarily unites with the principal offender in the commission of any violation, either as a principal or as an accessory, before, during, or after the fact.

To aid or *to assist* means to make possible or available or to further the activity, and includes knowingly giving or lending money or extend credit.

Benefit means any gain or advantage to the beneficiary including any gain or advantage to another person pursuant to the desire or consent of the beneficiary.

Bodily injury means physical pain, illness, or any impairment of physical or mental condition.

City means the City of Arvada.

City attorney means the city attorney appointed by city council or designee thereof.

Child or *juvenile* means a person under eighteen years of age.

Court means the Arvada municipal court, unless the context requires otherwise.

Deadly weapon means a firearm, whether loaded or unloaded, or knife, bludgeon, or any other weapon, device, instrument, material, or substance, whether animate or inanimate, that, in the manner it is used or intended to be used, is capable of producing death or serious bodily injury.

Dwelling means a building which is used, intended to be used, or usually used by a person for habitation.

Firearm means any handgun, automatic, revolver, pistol, rifle, shotgun, or other instrument or device capable or intended to be capable of discharging bullets, cartridges, or other explosive charges.

Gender identity and *gender expression* have the same meaning as in Colo. Rev. Stat. §18-1-901.

Government means the United States, any state, county, municipality, or other political unit, any branch, department, agency, or subdivision of any of the foregoing, and any corporation or other entity established by law to carry out any governmental function.

Intoxication means a disturbance of mental or physical capacities resulting from the introduction of any substance into the body.

Motor vehicle means any self-propelled device by which persons or property may be moved, carried, or transported from one place to another by land, water, or air, except devices operated on rails, tracks, or cables fixed to the ground or supported by pylons, towers, or other structures.

Person means a corporation, firm, partnership, association, organization and any other group acting as a unit, as well as individuals. It shall also include an executor, administrator, trustee, receiver or other representative appointed according to law. Whenever the word "person" is used in any section of this Code prescribing a penalty or fine, as to partnerships or associations, the word shall include the partners or members thereof, and as to corporations, it shall include the officers, agents or members thereof who are responsible for any violation of such section.

Public place means a place to which the public or a substantial number of the public has access, and includes but is not limited to highways, transportation facilities, schools, places of amusement, parks, playgrounds, and the common areas of public and private buildings and facilities.

Public servant means any officer or employee of government, whether elected or appointed, and any person participating as an advisor, consultant, process server, or otherwise in performing a governmental function, but the term does not include witnesses.

Restorative justice practices means practices that emphasize repairing the harm caused to victims and the community by offenses. Restorative justice practices include victim-offender conferences, family group conferences, circles, community conferences, and other similar victim-centered practices. Restorative justice practices are facilitated meetings attended voluntarily by the victim or victim's representatives, the victim's supporters, the offender, and the offender's supporters and may include community members. By engaging the parties to the offense in voluntary dialogue, restorative justice practices provide an opportunity for the offender to accept responsibility for the harm caused to the victim and community, promote victim healing, and enable the participants to agree on consequences to repair the harm, to the extent possible, including but not limited to apologies, community service, reparation, restoration, and counseling. Restorative justice practices may be used in addition to any other conditions, consequences, or sentence imposed by the court.

Self-induced intoxication means intoxication caused by substances which the defendant knows, or ought to know, have the tendency to cause intoxication and which the defendant knowingly introduced or allowed to be introduced into their body, unless they were introduced pursuant to medical advice or under circumstances that would afford a defense to a charge of crime.

Serious bodily injury means bodily injury that, either at the time of the actual injury or at a later time, involves a substantial risk of death; a substantial risk of serious permanent disfigurement; a substantial risk of protracted loss or impairment of the function of any part or organ of the body; or breaks, fractures, a penetrating knife or penetrating gunshot wound, or burns of the second or third degree.

Sexual orientation has the same meaning as in Colo. Rev. Stat. §18-9-121.

Tamper means to interfere with something improperly, to meddle with it, or to make unwarranted alterations in its condition.

Thing of value means real property, tangible and intangible personal property, contract rights, choses in action, services, confidential information, medical records information, and any rights of use or enjoyment connected therewith.

Transgender identity means identity based on an individual's gender identity or expression being different from that typically associated with their sex at birth.

Utility means an enterprise which provides gas, sewer, electric, steam, water, transportation, or communication services, and includes any carrier, pipeline, transmitter, or source, whether publicly or privately owned or operated.

Victim means any person aggrieved by the conduct of an offender and includes, but is not limited to the following: (1) any person against whom a municipal penal offense has been perpetrated or attempted; (2) any person harmed by an offender's criminal conduct in the course of a scheme, conspiracy, or pattern of criminal activity; or (3) any victim compensation board that has paid a victim compensation claim. If any person described in subsection (1) or (2) of this definition is deceased or incapacitated, the person's spouse, parent, legal guardian, natural or adopted child, child living with the victim, sibling, grandparent, significant other, as defined in Colo. Rev. Stat. §24-4.1-302 or other lawful representative shall be included in this definition. Any "victim" under the age of 18 is considered incapacitated, unless that person is legally emancipated or the court orders otherwise. "Victim" shall not include a person, who is accountable for the crime or a crime arising from the same conduct, criminal episode, or plan as defined under the City Code, the laws of this state, or of the United States.

Part 10. Orders and Proceedings Against Defendant

Sec. 62-1-1001. Protection order against defendant - definitions - violations.

(a) *Definitions.* The following words or phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Protected person means the person identified in the protection order as the person for whose benefit the protection order was issued. "Protected person" does not include the defendant.

Protection order means any order that prohibits the restrained person from contacting, harassing, injuring, intimidating, molesting, threatening, or touching any protected person or protected animal, or from entering or remaining on premises, or from coming within a specified distance of a protected person or protected animal or premises, or any other provision to protect the protected person or protected animal from imminent danger to life or health, that is issued by a state court or municipal court, and that is issued pursuant to:

(1) Article 14 of Title 13 of the Colorado Revised Statutes, Colo. Rev. Stat. §18-1-1001, Colo. Rev. Stat. §19-2.5-607, Colo. Rev. Stat. §19-4-111, or rule 365 of the Colorado rules of county court civil procedure;

(2) Colo. Rev. Stat. §§14-4-101 to 14-4-105, Colo Rev. Stat. §14-10-107, Colo. Rev. Stat. § 14-10-108, or Colo. Rev. Stat. §19-3-316, as those sections existed prior to July 1, 2004;

(3) this section; or

(4) Any other order of a court that prohibits a person from contacting, harassing, injuring, intimidating, molesting, threatening, or touching any person, or from entering or remaining on premises, or from coming within a specified distance of a protected person or premises.

For purposes of this section only, "protection order" includes any order that amends, modifies, supplements, or supersedes the initial protection order. "Protection order" also includes any restraining order entered prior to July 1, 2003, and any foreign protection order as defined in Colo. Rev. Stat. §13-14-110.

Restrained person means the person identified in the order as the person prohibited from doing the specified act or acts.

Until final disposition of the action means until the case is dismissed, until the defendant is acquitted, or until the defendant completes the defendant's sentence. Any defendant sentenced to probation is deemed to have completed the defendant's sentence upon discharge from probation. A defendant sentenced to incarceration is deemed to have completed the defendant's sentence upon release from incarceration.

(b) *Procedure for municipal protection orders.*

(1) *Time for issuance; notice.*

(i) At the time of arraignment or the defendant's first appearance before the municipal court, the court shall inform the defendant of the protection order effective pursuant to this section and shall inform the defendant that a violation of such order is punishable by law.

(ii) Nothing in this section precludes the defendant from applying to the municipal court at any time for modification or dismissal of the protection order issued pursuant to this section or the city attorney from applying to the court at any time for further orders, additional provisions under the protection order, or modification or dismissal of the same. The municipal court retains jurisdiction to enforce, modify, or dismiss a municipal protection order until final disposition of the action.

(2) *Order requirements.*

(i) An order issued by the municipal court pursuant to this section shall restrain the defendant from contacting, harassing, injuring, intimidating, molesting, threatening, or touching any protected person or protected animal, or from entering or remaining on premises, or from coming within a specified distance of a protected person or protected animal or premises, or any other provision to protect the protected person or protected animal from imminent danger to life or health.

(ii) An order issued by the municipal court shall be issued both orally and in writing. The municipal court shall advise the defendant of the order and its requirements on the record at the time of arraignment or the defendant's first appearance before the court. The court shall also provide the defendant a written copy of the order on a standardized form.

(c) *Unlawful act*. A person commits the crime of violation of a protection order if, after the person has been personally served with a protection order that identifies the person as a restrained person or otherwise has acquired from the court or law enforcement personnel actual knowledge of the contents of a protection order that identifies the person as a restrained person, the person contacts, harasses, injures, intimidates, molests, threatens, or touches the protected person or protected property, including an animal, identified in the protection order, or enters or remains on premises or comes within a specified distance of the protected person, protected property, including an animal, or premises, or violates any other provision of the protection order to protect the protected person from imminent danger to life or health, and such conduct is prohibited by the protection order.

(d) *Contempt.* Nothing in this section shall be construed to alter or diminish the inherent authority of the court to enforce its orders through civil or criminal contempt proceedings.

(e) *Collateral attack.* No person charged with the violation of an order pursuant to this section shall be permitted, in the criminal action resulting from such charges, to collaterally attack the validity of the order which such person is accused of violating.

(f) *Penalty.*

(1) A person who violates this section commits a class 2 misdemeanor; except that, if the restrained person has previously been convicted of violating this section or a former version of this section or an analogous state statute, or if the protection order is issued pursuant to Colo. Rev. Stat. §18-1-1001, the violation is a class 1 misdemeanor.

(2) Any sentence imposed for a violation of this section shall run consecutively and not concurrently with any sentence imposed for any crime which gave rise to the issuing of the protection order.

Sec. 62-1-1002. Reserved.

Part 11. Reserved

ARTICLE 1.3. SENTENCING IN CRIMINAL CASES

Part 1. Alternatives in Sentencing

Sec. 62-1.3-101. Pretrial diversion.

(a) *Legislative declaration.* The intent of this section is to facilitate and encourage diversion of defendants from the criminal justice system when diversion may prevent defendants from committing additional criminal acts, restore victims of crime, facilitate the defendant's ability to pay restitution to victims of crime, and reduce the number of cases in the criminal justice system. Diversion should ensure defendant accountability while allowing defendants to avoid the collateral consequences associated with criminal charges and convictions.

(b) *Deferred Prosecution.* In any case, the court may, prior to trial or entry of a plea of guilty or no contest and with the consent of the defendant and the city attorney, order the prosecution of the offense to be deferred for a period not to exceed one year from the date of entry of the order. During that time the court may place the defendant under the supervision of the probation division and conditions may be imposed pursuant to a written stipulation signed by the defendant, the defendant's attorney of record, if applicable, and the city attorney, under which the defendant agrees to act in accordance with the conditions set forth in the stipulation.

(1) Upon the defendant's satisfactory completion of the deferred prosecution, the charge against the defendant shall be dismissed with prejudice. If conditions of the deferred prosecution are violated, the defendant may be tried for the offense for which the defendant is charged. The violation of conditions of supervision shall be determined by a hearing before the court which granted the deferred prosecution. The burden of proof in such hearing shall be upon the city attorney to show by a preponderance of the evidence that a violation has in fact occurred; except that the commission of a criminal offense must be established beyond a reasonable doubt, unless the defendant has been convicted thereof in a criminal proceeding. The judge at the hearing may temper the rules of evidence at such hearing in the exercise of sound judicial discretion.

(2) Upon consenting to a deferred prosecution, the defendant shall execute a written waiver of their right to a speedy trial. Consent to a deferred prosecution under this section shall not be construed as an admission of guilt, nor shall such consent be admitted in evidence in a trial for the offense for which the defendant is charged.

Sec. 62-1.3-102. Deferred sentencing of defendant.

(a) Whenever any person enters a plea of guilty or no contest to the violation of any ordinance of the city, or of any rule or regulation promulgated thereunder, the court accepting the

plea has the power, upon the written request of the city attorney, together with the written consent of the defendant, to continue or defer the case for a period not to exceed one year from the date of entry of such plea for the purpose of entering judgment and sentence upon such plea of guilty or no contest.

(b) Prior to entry of a plea of guilty or no contest under a deferred judgment, the city attorney is authorized to enter into a written stipulation, to be signed by the defendant and the city attorney, under which the defendant is obligated to act in accordance with the conditions set forth in the stipulation. The conditions may include making restitution to the victim, performing useful community or public service work, attending a counseling program, completing a substance abuse evaluation and treatment as recommended, and adhering to or abiding by any other condition that serves the ends of justice, the best interests of the public, and the defendant.

(c) Upon full compliance with such conditions by the defendant, the plea of guilty or no contest previously entered shall be withdrawn, and the action against the defendant dismissed with prejudice. Such deferred judgment stipulation shall specifically provide that, upon a breach by the defendant of any such condition regulating the conduct of the defendant, the court shall enter judgment and impose sentence upon such plea of guilty or no contest. Whether a breach of any condition has occurred shall be determined by the court without a jury upon application of the city attorney at any time within the term of the deferred judgment or within 35 days thereafter. Reasonable notice of hearing shall be given to the defendant or the defendant's attorney of record. Such a hearing may be held after the last day of the deferred judgment if application for the hearing is made by the city attorney within the term of the deferred judgment or within 35 days thereafter. The burden of proof in such hearing shall be upon the city attorney to show by a preponderance of the evidence that breach of a condition has in fact occurred; except that the commission of a criminal offense must be established beyond a reasonable doubt unless the defendant has been convicted thereof in a criminal proceeding. The procedural safeguards required in a probation revocation hearing shall apply.

(d) When a defendant signs a stipulation by which it is provided that judgment and sentence shall be deferred for a time certain, the defendant thereby waives all rights to a speedy trial or sentencing as provided by ordinance or rule.

Secs. 62-1.3-103 -- 107. Reserved.

Part 2. Probation

Sec. 62-1.3-201. Eligibility for probation.

A person convicted of an ordinance violation as described in section 62-1-104 is eligible for probation. A defendant granted probation may be placed under the supervision of the probation division.

Sec. 62-1.3-202. Probationary power of court.

When it appears to the satisfaction of the court that the ends of justice and best interests of the public, as well as the defendant, will be served thereby, the court may grant the defendant probation for such period and upon such terms and conditions as it deems best. The length of probation shall not exceed one year from the date of sentencing. The court may, as a condition of probation, order the defendant to attend a counseling program, a substance abuse evaluation and treatment as recommended, make restitution to the victim of the defendant, or adhere to or act in accordance with any other condition that serves the ends of justice, the best interests of the public, and the defendant.

Sec. 62-1.3-203. Probation revocation.

(a) If facts are presented to the court upon application of the city attorney or the probation division from which it reasonably appears that the conditions of probation have been violated by any person on probation, the court may issue a warrant for the arrest of the person and require that person to be brought before the court to show cause why the probation should not be revoked.

(b) At or prior to the commencement of the probation revocation hearing, the court shall advise the probationer of the probationer rights pursuant to C.M.C.R. as applicable to the probationer allegations contained in the petition for revocation, the possible penalties therefore, and shall require the probationer to admit or deny the allegations. There shall be no right to a trial by jury in proceedings for revocation of probation. If the probationer is in custody, the court may admit such probationer to bail conditioned upon his appearance before the court on a day certain. Such bail may be continued from time to time until the final order of the court. If the probationer remains in custody and unable to post bond, the hearing shall be held within 15 days after the filing of the complaint, unless a continuance is granted by the court at the instance or request of the probationer, or for other good cause found by the court justifying the continuance.

(c) At the probation revocation hearing, the prosecution has the burden of establishing by a preponderance of the evidence the violation of a condition of probation; except that the commission of a criminal offense must be established beyond a reasonable doubt unless the probationer has been convicted thereof in a criminal proceeding. The court may, when it appears that the alleged violation of conditions of probation consists of an offense with which the probationer is charged in a criminal proceeding then pending, continue the probation revocation hearing until the termination of the criminal proceeding. Any evidence having probative value shall be received regardless of its admissibility under the exclusionary rules of evidence if the defendant is accorded a fair opportunity to rebut hearsay evidence.

(d) If, at the probation revocation hearing, the presiding judge determines that such probationer is in violation of the conditions of probation, the presiding judge shall enter an order in accordance therewith and forthwith order the probationer's release, if in custody. If the presiding judge determines that the violation of the conditions of such probation has been committed, the presiding judge shall either revoke or continue the probation within five

days after the hearing. If probation is revoked and no sentence has been previously imposed, the court may impose any sentence which might originally have been imposed. If probation is revoked and sentence has been previously imposed, the court may vacate the suspension of sentence and reinstate the sentence originally imposed. Any person who has been admitted to probation and against whom proceedings for the revocation of probation have not been commenced within the term of probation shall be conclusively presumed to have satisfied the sentence or fine imposed. Upon a specific court finding that a defendant has not fully complied with a court order or that the defendant has failed to appear during the period of probation or the period of a suspended or stayed sentence, the court may extend such period not to exceed one year.

Secs. 62-1.3-204 -- 213. Reserved.

Parts 3 through Part 4. Reserved.

Part 5. Ordinance Violation Sentencing

Sec. 62-1.3-501. Ordinance violations classified - penalties.

(a) Ordinance violations shall be divided into the following classes that are distinguished by the following penalties that are authorized upon conviction:

Class	**Maximum Penalty**
Municipal Offense	364 days imprisonment; not more than a $2,650.00 fine; or both
Class 1 Misdemeanor	364 days imprisonment; not more than a $1,000.00 fine; or both
Class 2 Misdemeanor	120 days imprisonment; not more than a $750.00 fine; or both
Petty Offense	10 days imprisonment; not more than a $300.00 fine; or both
Municipal Infraction	Not more than a $100.00 fine

(b) Notwithstanding the above, the maximum penalty for a municipal offense may be adjusted for inflation pursuant to section 1-5 of this Code.

Secs. 62-1.3-502 -- 510. Reserved.

Part 6. Restitution

Sec. 62-1.3-601. Restitution - legislative declaration.

(a) City council hereby finds and declares that:

(1) Crime victims endure undue suffering and hardship resulting from physical injury, emotional and psychological injury, or loss of property;

(2) Persons found guilty of causing such suffering and hardship should be under a moral and legal obligation to make full restitution to those harmed by their misconduct;

(3) The payment of restitution by criminal offenders to their victims is a mechanism for the rehabilitation of offenders;

(4) Restitution is recognized as a deterrent to future criminality; and

(5) An effective criminal justice system requires timely restitution to victims of crime and to members of the immediate families of such victims in order to lessen the financial burdens inflicted upon them, to compensate them for their suffering and hardship, and to preserve the individual dignity of victims.

(b) Restitution shall be ordered, collected, and disbursed to victims of crime in accordance with procedures set forth in Sec. 58-1 of this Code.

Secs. 62-1.3-602 -- 603. Reserved.

Parts 7 through Part 14. Reserved.

ARTICLE II. INCHOATE OFFENSES

Part 1. Attempts

Sec. 62-2-101. Criminal attempt.

(a) *Unlawful act.*

(1) It shall be unlawful for a person to attempt to commit an offense. A person commits criminal attempt if, acting with the kind of culpability otherwise required for commission of an offense, such person engages in conduct constituting a substantial step toward the commission of the offense. A substantial step is any conduct, whether act, omission, or possession, which is strongly corroborative of the firmness of the actor's purpose to complete the commission of the offense. Factual or legal impossibility of committing the offense is not a defense if the

offense could have been committed had the attendant circumstances been as the actor believed them to be, nor is it a defense that the crime attempted was actually perpetrated by the accused.

(2) A person who engages in conduct intending to aid another to commit an offense commits criminal attempt if the conduct would establish complicity under section 62-2-201 of this Code were the offense committed by the other person, even if the other is not guilty of committing or attempting the offense.

(b) *Defenses.* It is an affirmative defense to a charge under this section that the defendant abandoned their effort to commit the crime or otherwise prevented its commission, under circumstances manifesting the complete and voluntary renunciation of their criminal intent.

(c) *Penalty.*

(1) Criminal attempt to commit a class 1 or class 2 misdemeanor is a class 2 misdemeanor.

(2) Criminal attempt to commit a municipal offense is a petty offense.

(3) Criminal attempt to commit a petty offense is a petty offense.

(4) Criminal attempt to commit a municipal infraction is a municipal infraction.

Part 2. Criminal Conspiracy

Sec. 62-2-201. Criminal conspiracy.

(a) It shall be unlawful for a person to conspire to commit an offense. A person commits conspiracy to commit a crime if, with the intent to promote or facilitate its commission, that person agrees with another person or persons that they, or one or more of them, will engage in conduct which constitutes a crime or an attempt to commit a crime, or that person agrees to aid the other person or persons in the planning or commission of a crime or of an attempt to commit such crime.

(b) No person may be convicted of conspiracy to commit a crime unless an overt act in pursuance of that conspiracy is proved to have been done by that person or by a person with whom that person conspired.

(c) If a person knows that one with whom such person conspires to commit a crime has conspired with another person to commit the same crime, that person is guilty of conspiring to commit a crime with the other person or persons, whether or not such person knows their identity.

(d) If a person conspires to commit a number of crimes, that person is guilty of only one

conspiracy so long as such multiple crimes are part of a single criminal episode.

(e) Joinder and venue in conspiracy prosecutions shall proceed as set forth herein. Subject to the provisions of subsection (f) of this section, two or more persons charged with criminal conspiracy may be prosecuted jointly if:

(1) They are charged with conspiring with one another; or

(2) They are charged with being involved in conspiracies that are so related as to constitute different aspects of a scheme of organized criminal conduct. In such case it is immaterial that the persons charged are not parties to the same conspiracy.

(f) In any joint prosecution under subsection (e) of this section:

(1) No defendant shall be charged with a conspiracy in this jurisdiction unless the defendant entered into the conspiracy in this jurisdiction, or unless the defendant or a person with whom the defendant conspired did an overt act pursuant to such conspiracy in this jurisdiction; and

(2) Neither the liability of any defendant nor the admissibility against the defendant of evidence of acts or declarations of another shall be enlarged by this joinder; and

(3) The court shall order a severance or take a special verdict as to any defendant who so requests, if it deems it necessary or appropriate to promote the fair determination of the defendant's guilt or innocence.

(g) It is an affirmative defense to a charge of conspiracy that the offender, after conspiring to commit a crime, thwarted the success of the conspiracy, under circumstances manifesting a complete and voluntary renunciation of the offender's criminal intent.

(h) It is immaterial to the liability of a person who conspires with another to commit a crime that:

(1) They or the person with whom they conspire does not occupy a particular position or have a particular characteristic which is an element of the crime, if they believe that one of them does; or

(2) The person with whom they conspire is irresponsible or has immunity to prosecution or conviction for the commission of the crime.

(i)

(1) Criminal conspiracy to commit a class 1 or class 2 misdemeanor is a class 2 misdemeanor.

(2) Criminal conspiracy to commit a municipal offense is a petty offense.

(3) Criminal conspiracy to commit a petty offense is a petty offense.

(4) Criminal conspiracy to commit a municipal infraction is a municipal infraction.

Secs. 62-2-202 -- 206. Reserved.

Part 3. Criminal Solicitation

Sec. 62-2-301. Criminal solicitation.

(a) *Unlawful act.* It shall be unlawful for a person to commit criminal solicitation. Except as to bona fide acts of persons authorized by law to investigate and detect the commission of offenses by others, a person is guilty of criminal solicitation if that person commands, induces, entreats, or otherwise attempts to persuade another person, or offers their services or another's services to a third person, to commit an offense, whether as principal or accomplice, with intent to promote or facilitate the commission of that crime, and under circumstances strongly corroborative of that intent.

(b) *Defense.*

(1) It is a defense to a prosecution under this section that, if the criminal object were achieved, the defendant would be the sole victim of the offense or the offense is so defined that the defendant's conduct would be inevitably incident to its commission or the defendant otherwise would not be guilty under the statute defining the offense or under section 62-2-201 of this Code.

(2) It is no defense to a prosecution under this section that the person solicited could not be guilty of the offense because of lack of responsibility or culpability, or other incapacity.

(3) It is an affirmative defense to a prosecution under this section that the defendant, after soliciting another person to commit an offense, persuaded that person not to do so or otherwise prevented the commission of the offense, under circumstances manifesting a complete and voluntary renunciation of the defendant's criminal intent.

(c) *Penalty.*

(1) Criminal solicitation to commit a class 1 or class 2 misdemeanor is a class 2 misdemeanor.

(2) Criminal solicitation to commit a municipal offense is a petty offense.

(3) Criminal solicitation to commit a petty offense is a petty offense.

(4) Criminal solicitation to commit a municipal infraction is a municipal infraction.

Part 4. Renunciation and Abandonment

Sec. 62-2-401. Nonavailability of defenses.

Renunciation and abandonment are not voluntary and complete so as to be a defense to prosecution under sections 62-2-101, 62-2-201, or 62-2-301, if they are motivated in whole or in part by:

(a) A belief that a circumstance exists which increases the probability of detection or apprehension of the defendant or another or which makes more difficult the consummation of the crime; or

(b) A decision to postpone the crime until another time or to substitute another victim or another but similar objective.

ARTICLE III. OFFENSES AGAINST THE PERSON

Part 1. Reserved.

Part 2. Assaults

Secs. 62-3-201 -- 203. Reserved.

Sec. 62-3-204. Assault.

(a) *Unlawful act.* It shall be unlawful for any person to commit assault. A person commits assault if the person knowingly or recklessly causes bodily injury to another person. This section shall not apply where serious bodily injury results, a deadly weapon is used, or the assault is otherwise felonious.

(b) *Penalty.* Assault is a class 1 misdemeanor.

Sec. 62-3-205. Reserved.

Sec. 62-3-206. Menacing.

(a) *Unlawful act.* A person commits the crime of menacing if, by any threat or physical action, such person knowingly places or attempts to place another person in fear of imminent serious bodily injury. This section shall not apply if committed by the use of a firearm, knife, or bludgeon or a simulated firearm, knife, or bludgeon.

(b) *Penalty.* Menacing is a class 1 misdemeanor.

Secs. 62-3-207 -- 210. Reserved.

Parts 3 through Part 6. Reserved.

ARTICLE IV. OFFENSES AGAINST PROPERTY

Part 1. Reserved.

Part 2. Burglary and Related Offenses

Secs. 62-4-201 -- 203. Reserved.

Sec. 62-4-204. Third degree burglary.

(a) *Unlawful act.* A person commits third degree burglary if with intent to commit a crime the person enters or breaks into any vault, safe, cash register, coin vending machine, product dispenser, money depository, safety deposit box, coin telephone, coin box, or other apparatus or equipment whether or not coin operated.

(b) *Penalty.* Third degree burglary is a class 2 misdemeanor, but it is a class 1 misdemeanor if it is a burglary, the objective of which is the theft of a controlled substance, as defined in section Colo. Rev. Stat. §18-18-102, lawfully kept in or upon the property burglarized.

Sec. 62-4-205. Reserved.

Part 3. Reserved.

Part 4. Theft

Sec. 62-4-401. Theft.

(a) *Unlawful act.* A person commits theft when they knowingly obtain, retain, or exercise control over any thing of value of another without authorization or by threat or deception; receives, loans money by pawn or pledge on, or disposes of anything of value or belonging to another that they know or believe to have been stolen; and:

(1) Intends to deprive the other person permanently of the use or benefit of the thing of value;

(2) Knowingly uses, conceals, or abandons the thing of value in such manner as to deprive the other person permanently of its use or benefit;

(3) Uses, conceals, or abandons the thing of value intending that such use, concealment, or abandonment will deprive the other person permanently of its use or benefit;

(4) Demands any consideration to which they are not legally entitled as a condition of restoring the thing of value to the other person; or

(5) Knowingly retains the thing of value more than seventy-two hours after the agreed-upon time of return in any lease or hire agreement.

(b) *Defined.* For the purposes of this section, a thing of value is that of "another" if anyone other than the defendant has a possessory or proprietary interest therein.

(c) *Penalty.*

(1) Theft is a petty offense if the thing of value is valued at or less than $300.00.

(2) Theft is a class 2 misdemeanor if the thing of value is valued between $300.01–$999.99.

(d) *Restitution.* Upon a conviction for theft as described in subsection (a)(5) of this section, the court shall consider as part of any restitution ordered the loss of revenue proximately resulting from the failure of the defendant to timely return the property involved.

Secs. 62-4-402 -- 405. Reserved.

Sec. 62-4-406. Concealment of goods.

If any person shall willfully conceal unpurchased goods, wares, or merchandise owned or held by and offered or displayed for sale by any store or other mercantile establishment, whether such concealment is on their own person or otherwise, and whether on or off the premises of said store or mercantile establishment, such concealment shall constitute prima facie evidence that such person intended to commit the crime of theft within the meaning of section 62-4-401.

Secs. 62-4-407 -- 420. Reserved.

Part 5. Trespass, Tampering, and Criminal Mischief

Sec. 62-4-501. Criminal mischief.

(a) *Unlawful act.* It shall be unlawful for any person to knowingly damage real or personal property belonging to another, including property owned jointly by the person with another or property owned by the person in which another person has a possessory or proprietary interest, in the course of a single criminal episode.

(b) *Penalty.*

(1) Criminal mischief is a petty offense when the aggregate damage to the real or personal property is less than $300.00.

(2) Criminal mischief is a class 2 misdemeanor when the aggregate damage to the real or personal property is between $300.01–$999.99.

(3) Criminal mischief is a class 1 misdemeanor when the aggregate damage to the real or personal property is between $1,000.00–1,999.99.

Sec. 62-4-502 -- 503. Reserved.

Sec. 62-4-504. Criminal trespass on private or public property.

(a) *Legislative declaration; purpose.* The city council recognizes that owners of both private and public property have the right to limit, restrict, or prohibit access to that property. The city council has determined that property owners are best situated to determine whether the property is suitable for access, use, or occupation by members of the public or by those who do not own the property. The purpose of this section is to place on notice those who enter or remain upon the premises of another, including premises owned by private entities, public entities, or individuals, that doing so without the proper license or authority, or after that license or authority has been revoked, may result in criminal liability.

(b) *Definitions.* The following words or phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Premises means real property, buildings, and other improvements thereon, and the stream banks and beds of any non-navigable freshwater stream flowing through such property.

Sign or signage means any announcement or communication that is produced in whole or in part by the construction, erection, affixing, or placing of a placard or structure or produced by painting on or posting or placing any printed, lettered, pictured, figured, or colored material on any building, structure, or surface.

(c) *Unlawful act.*

(1) *Unlawful entry.*

(i) *Enclosed or fenced premises.* It shall be unlawful for any person to enter or remain upon the premises of another if the premises are enclosed in a manner designed to exclude intruders or are fenced.

(ii) *Common areas.* It shall be unlawful for any person, having previously been advised not to enter, to knowingly and unlawfully enter upon the common areas of a hotel, motel, condominium, or apartment building.

(2) *Unlawful remaining.* It shall be unlawful for any person to remain in or upon the premises of another after permission, license, or authority has been terminated or revoked and the person has been notified of the termination or revocation verbally, through signage, or otherwise in writing.

(3) *Failure to obey no trespassing sign—posted premises.* It shall be unlawful for any person to enter or remain in or upon the premises of another contrary to, or in violation of, any sign limiting, restricting, or prohibiting access to, use of, or occupation of the premises.

(i) *Posting of a no trespassing sign.* A sign that is posted or placed at the entry to or upon a premises that gives notice of a limitation, restriction, or prohibition on the access to, use of, or occupation of the premises shall be deemed a no trespassing sign. Examples of no trespassing signs that give notice of a limitation, restriction, or prohibition on the access to, use of, or occupation of a premises include, but are not limited to, signs that read "parking lot open only to customers," "area closed," "area closed to the public between 2:00 a.m. and 6:00 a.m.," "area closed except to residents and authorized guests," "keep out," "no overnight occupancy," "no trespassing," "private property—keep out," or that contain similar language.

(ii) *No trespassing sign constitutes prima facie evidence of notice.* The posting or placement of a no trespassing sign that is reasonably calculated to provide notice to an ordinarily observant person entering in or upon the premises shall be prima facie evidence that notice was sufficient. The prosecution is not required to prove that a no trespassing sign was visible from every location in, upon, or about the premises at the time of the alleged violation.

(d) *Penalty.* Criminal trespass is a petty offense.

Sec. 62-4-504.5. No trespass orders on city-owned property.

(a) *Legislative declaration.* The city council hereby finds and declares that it is necessary to restrict, limit, or revoke access to city-owned property of those persons who have been charged with committing an offense on that property. The issuance and enforcement of no trespass orders are important in reducing crime in public places and are key to promoting the public health, safety, and welfare. The city council also finds and declares that any person to whom a no trespass order has been issued must be accorded the opportunity to be heard as soon as is practicable.

(b) *Definitions.* As used in this section:

Defendant means the person charged with committing an offense on city-owned property and to whom a no trespass order has been issued.

No trespass order means any order that prohibits a person from entering or remaining on city-owned premises or from coming within a specified distance of those premises and that is issued to the person charged with an offense that occurred on the premises, or any order that amends, modifies, supplements, extends, or supersedes the initial no trespass order.

Offense means any crime or violation punishable by law by either fine or imprisonment or both, and that occurs on city-owned property. For purposes of enforcement of this section, it does not include a traffic violation or offense committed on a public highway, street, or roadway.

Premises or property means any real property, building, or other improvement or improvements thereon that is owned or leased for use by the city, including the banks and beds of any non-navigable freshwater streams or creeks flowing through such real property. For purposes of enforcement of this section, it does not mean or include any property owned by the city but leased to another person or entity pursuant to a valid lease document.

(c) *Authority.* The court is authorized to hear matters related to the issuance of no trespass orders pursuant to this section because venue is proper in the city where the acts necessitating the no trespass order are alleged to have occurred. Any Arvada police officer is authorized by the city to serve upon a person who has been charged with any offense alleged to have been committed in or upon city-owned property a no trespass order.

(d) *Initiation of process.* Any person who has been charged with any offense alleged to have been committed in or upon city-owned property may be served with a no trespass order at any time after the initiation of prosecution and before the case has been closed by the court in which it was charged. The no trespass order shall take effect and become enforceable upon service.

(e) *Contents of order.* The no trespass order shall contain:

(1) The defendant's name;

(2) A physical description of the defendant;

(3) The street address of the city-owned property on which the offense is alleged to have been committed, as well as the name by which the property is commonly known, if available. If no street address is known, or if the common name of the property is unavailable, the location shall be designated by reference to a numbered block or by the two nearest cross streets;

(4) The nature of the restriction, limitation, or revocation;

(5) Notice that the defendant must appear at the court for a status hearing at a time and date set not more than 14 days following service of the no trespass order for the purpose of allowing the defendant to request a contested hearing that will provide the defendant an opportunity to be heard or to otherwise contest the order;

(6) Notice that if the defendant does not appear at the court at the time and date fixed by the order for a status hearing, that a contested hearing will not be held; that the no trespass order shall become an order of the court; and that the order shall remain

in effect for one year from the date of service;

(7) Notice that a violation of the no trespass order shall constitute a criminal offense pursuant to section 62-4-504.5 of the Arvada City Code, and may subject the defendant to such punishment as may be provided by law; and

(8) Notice that a third party may not give the defendant permission to violate the no trespass order.

(f) *Documentation to court.* The police department shall make available to the court at the earliest practicable time following service of the no trespass order documentation relevant to the issuance of the order, including a copy of the no trespass order served upon the defendant.

(g) *Status hearing.* The court shall, at the time and date set forth in the no trespass order, convene a status hearing during which the defendant may request a contested hearing to determine whether the no trespass order should be lifted, be modified in any aspect or manner, or remain in effect. If the defendant fails to appear for the status hearing or for a status hearing that has been continued for any reason, a contested hearing will not be held. The no trespass order shall become an order of the court, and shall remain in effect for one year from the date of service of the order.

(h) *Contested hearing.* If, at the status hearing, the defendant requests a contested hearing, the court shall convene, at a reasonable time thereafter, a contested hearing to allow the defendant an opportunity to be heard and respond to whether the no trespass order should be lifted, be modified in any aspect or manner, or remain in effect. At the contested hearing, the judge shall examine the record and the evidence to determine whether the no trespass order should be lifted, be modified in any aspect or manner, or remain in effect. If the defendant fails to appear for the contested hearing, or for a contesting hearing that has been continued for any reason, a contested hearing will not be held. The no trespass order shall become an order of the court, and shall remain in effect for one year from the date of service of the order.

(1) *Order to become order of the court.* Upon a finding that:

(i) The defendant has engaged in an activity on city-owned property which activity serves to impair or diminish the right or ability of the public to use and enjoy the property;

(ii) Restricting, limiting, or revoking the defendant's access to the property will serve to restrain, prevent, or reduce the defendant's ability to engage in the activity on the property; and

(iii) Issuing the no trespass order will promote the public's health, safety, and welfare

The court shall order that the no trespass order, including any modifications, become an order of the court and that it shall remain in effect for one year from the date of service.

(2) *Standard for issuance and burden of proof.* A conviction of the offense or offenses which triggered the no trespass order is not required for such a finding or findings to be made. The burden of proof is by a preponderance of the evidence.

(3) *Advisement.* Upon issuance of an order at a hearing, the judge shall inform the defendant that a violation of the no trespass order shall constitute a criminal offense pursuant to section 62-4-504.5 of the Arvada City Code. Failure of the judge to so advise the defendant shall not affect the validity of the order.

(i) *Continuance.* If a hearing held under this section is continued for any reason, the court shall immediately and in writing notify both the defendant and the city attorney's office of the continuance, and notify the defendant that if the defendant does not appear on the date and time to which the hearing has been continued, the no trespass order shall become an order of the court which shall remain in effect for one year from the date of service. The order shall remain in effect for the period of any continuance.

(j) *Length of order.* A no trespass order shall remain in effect for one (1) year from the date of service of the order.

Exception: In a municipal court case which triggered the service of the no trespass order, the court, on its own motion or that of the city attorney, may extend the order until the case is closed by the court.

(k) *Entry of order.* The original no trespass order shall be kept in the court's file. The court shall deliver a copy of the no trespass order to the defendant if the defendant is present at the contested no trespass order hearing, and a copy to the records bureau of the police department. The court shall notify the records bureau of the police department any time a no trespass order is modified, extended, or dismissed.

(l) *Motion to dismiss or modify the order.* No motion to modify or dismiss a no trespass order may be filed by the defendant within six months of service of any no trespass order. In a case where the defendant is found not guilty of the offense, or all offenses, that triggered the service of the no trespass order, the order shall be automatically dismissed.

(m) *Not to affect the rights of other property owners.* Nothing in the section shall prevent any other property owner, public or private, from issuing or requesting enforcement of any no trespass notice or order to any person, or from posting no trespassing signs upon property, or from posting signs prohibiting trespassing by any person on certain days or during certain times, nor shall anything in this section otherwise affect the rights of other property owners.

(n) *Court authority.* Nothing in this section shall be construed to alter or diminish the inherent

authority of the court to issue or enforce no trespass or other orders through contempt proceedings or as otherwise authorized by law.

(o) *Collateral attack.* No person charged with violation of an order pursuant to this section shall be permitted, in the criminal action resulting from such charges, to collaterally attack the validity of the order which such person is accused of violating.

(p) *Violation and penalty.* It shall be unlawful for any person, having been served with or issued a no trespass order pursuant to this section that prohibits the person from entering or remaining on, or coming within a specified distance of a city-owned property, to enter or remain upon, or come within a specified distance of those premises. A person failing to comply with a no trespass order served or issued pursuant to this section may be prosecuted for a violation of this section. Violation of a no trespass order served or issued pursuant to this section is a municipal offense.

(q) *Civil in nature.* A no trespass order served or issued pursuant to this section shall be civil in nature. If issued pursuant to any municipal court case, a no trespass order may be issued in lieu of or in addition to any penalty specified in subsection (p).

Sec. 62-4-505. Criminal tampering - service.

(a) *Unlawful act.* A person commits the crime of criminal tampering with a service if, with intent to cause interruption or impairment of a service rendered to the public by a utility or by an institution providing health or safety protection, the person tampers with property of a utility or institution.

(b) *Penalty.* Criminal tampering under this section is a class 2 misdemeanor.

Sec. 62-4-506. Criminal tampering - property.

(a) *Unlawful act.* A person commits criminal tampering with property if:

(i) the person tampers with the property of another with intent to cause injury, inconvenience, or annoyance to that person or to another; or

(ii) the person knowingly makes an unauthorized connection with property of a utility; or

(iii) with intent to cause interruption or impairment of a service rendered to the public by a utility or by an institution providing health or safety protection, the person tampers with property of a utility or institution

(b) *Penalty.* Criminal tampering under this section is a class 2 misdemeanor.

Sec. 62-4-506.5. Criminal tampering - utility meter.

(a) *Unlawful act.* A person commits criminal tampering if:

(1) the person connects any pipe, tube, stopcock, wire, cord, socket, motor, or other instrument or contrivance with any main, service pipe, or other medium conducting or supplying gas, water, or electricity to any building without the knowledge and consent of the person supplying such gas, water, or electricity; or

(2) the person, in any manner, alters, obstructs, or interferes with the action of any meter provided for measuring or registering the quantity of gas, water, or electricity passing through said meter without the knowledge and consent of the person owning said meter.

(b) *Exception.* Nothing in this section shall be construed to apply to any licensed electrical or plumbing contractor while performing usual and ordinary services in accordance with recognized customs and standards.

(c) *Penalty.* Criminal tampering under this section is a class 2 misdemeanor.

Secs. 62-4-507 -- 509. Reserved.

Sec. 62-4-510. Unlawful to remove notice.

(a) *Legislative declaration.* The city council finds that the city has a compelling interest in ensuring that members of the public receive proper notice of city actions or activities on or related to property within its jurisdiction. The city council also finds that in order to ensure members of the public are properly notified of these actions or activities, the city or an authorized third party must sometimes post a notice or notices relating to the impending action or activity on or upon a particular property. In order to balance the rights of all citizens, and especially to protect the rights of individuals who may be affected by the impending action or activity, it is essential that these notices be legible and they remain in place.

(b) *Definitions.* The following words or phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Notice means a sign or placard conveying information that is placed or posted on or upon property within the jurisdiction of the city by a city employee while carrying out duties associated with or relating to a city ordinance or policy, or a rule, procedure, or order of a city board, commission, or council. It also means a sign or placard placed or posted on or upon private property by another person as required by a city ordinance or by a rule, procedure, or order of a city board, commission, or council. It does not include a notice placed or posted under Chapter 18, Buildings and Building Regulations, of this Code.

(c) *Unlawful act.* It shall be unlawful for any person to remove or tamper with a notice.

(d) *Exceptions.*

(1) A city employee carrying out duties associated with or relating to a city ordinance or policy, or a rule, procedure, or order of a city board, commission, or council may move, remove, or destroy a notice.

(2) In the case of a notice placed or posted on or upon private property by another person as required by a city ordinance, or by a rule, procedure, or order of a city board, commission, or council, the person may move, remove, or destroy the notice in accordance with the applicable ordinance, rule, procedure, or order.

(e) *Strict liability.* A violation of this section is strict liability in nature. No culpable mental state or mens rea of any type or degree shall be required to prove a violation of this section.

(f) *Penalty.* Any violation of this section is a municipal offense.

Sec. 62-4-511. Littering.

(a) *Unlawful act.* It shall be unlawful for any persons to dump, deposit, or dispose of any glass, paper, can, bottle, box, garbage, or any other trash whatsoever anywhere on any street, alley, road, highway, parking lot, public or community building, or any private property open to the general public except in a trash or recycle receptacle provided for such purpose.

(b) *Penalty.* Littering is a municipal infraction.

Sec. 62-4-512. Abandonment of a motor vehicle.

(a) *Definitions.* The following words or phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandon means to leave a thing with the intention not to retain possession of or assert ownership over it. The intent need not coincide with the act of leaving.

Inoperable vehicle means a vehicle which cannot be driven upon the public streets for reasons including, but not limited to, not having a current license plate or tag, being wrecked, in a state of major disassembly, in a state of disrepair, or incapable of being moved under its own power.

(b) *Presumptions.*

(1) It is prima facie evidence of the necessary intent to abandon that:

(i) The motor vehicle has been left for more than seven days unattended and unmoved other than in a public parking garage; or

(ii) License plates or other identifying marks have been removed from the motor vehicle; or

(iii) The motor vehicle has been damaged or is deteriorated so extensively that it has value only for junk or salvage; or

(iv) The owner has been notified by a law enforcement agency to remove the motor vehicle, and it has not been removed within three days after notification; or

(v) The motor vehicle has been parked in a public parking garage in excess of thirty days.

(2) For purposes of enforcement and prosecution of this section, the owner of the motor vehicle shall be presumed to be the person who abandoned the motor vehicle, or who parked or left the inoperable vehicle, unless the owner can furnish sufficient evidence that the vehicle was, at the time the vehicle was abandoned, parked, or left, in the care, custody, or control of another person. In the event that the owner of such vehicle or the person in possession cannot be found, then a summons and complaint alleging the violation of this section may be issued against the vehicle, describing the same by year, make and model. The chief of police or designee thereof is authorized to investigate any vehicle left at any place within the city which reasonably appears to be in violation of this section.

(c) *Unlawful act.*

(1) It shall be unlawful for any person to leave or park an inoperable motor vehicle upon a street, highway, right-of-way, or any other public property.

(2) It shall be unlawful to abandon any motor vehicle upon a street, highway, right-of-way, or any other public property, or upon any private property without the express consent of the owner or person in lawful charge of that private property.

(d) *Penalty.* A violation of this section is a petty offense.

Secs. 62-4-513 -- 516. Reserved.

Sec. 62-4-517. Motor vehicle trespass.

(a) *Legislative declaration.* The city council hereby finds and declares as a matter of legislative determination that the unauthorized use of motor vehicles in Arvada has risen substantially and that such unauthorized use often contributes to or makes possible other criminal activity. In addition, city council finds and declares that many crimes involving the unauthorized use of a motor vehicle begin with a vehicle that is taken in Arvada and later located in Arvada. It is the intent of city council, and council finds it necessary, to exercise

to the fullest extent possible its authority to provide for the regulation and control of the unauthorized use of motor vehicles.

(b) *Jurisdiction.* A person is subject to prosecution in Arvada for a violation of this article if the conduct constitutes an offense and is committed either wholly or partly within Arvada.

(c) *Unlawful act.* It shall be unlawful to enter, ride, or remain in a motor vehicle of another without authorization from, or by threat to or deception of the registered owner or any authorized driver.

(d) *Penalty.* Motor vehicle trespass is a class 2 misdemeanor.

Parts 6 through Part 8. Reserved

ARTICLE V. OFFENSES INVOLVING FRAUD

Part 1. Forgery, Simulation, Impersonation, and Related Offenses

Sec. 62-5-101. False identification.

(a) *Unlawful act.* It shall be unlawful for any person to offer, use or attempt to offer or use any means, manner, type or kind of paper, document, card, license or any other evidence of the identification of such person for the purpose of making sales or purchases of commodities, cashing checks, making other monetary transactions, to gain admission to any place or for any other purpose whatsoever where such means, manner, type or kind of identification offered or used, or which is attempted to be offered or used, is false, fraudulent or incorrect in any manner or way, or which misrepresents such person so offering or using the same, or who attempts to offer or use the same, or which does not belong to such person, or which is altered, forged or changed in any respect; except such changes as are required or authorized by law.

(b) *Penalty.* A violation of this section is a municipal offense.

Secs. 62-5-102 -- 120. Reserved.

Parts 2 through Part 9. Reserved.

ARTICLE VI. RESERVED.

ARTICLE VII. OFFENSES RELATED TO MORALS

Parts 1 through Part 2. Reserved.

Part 3. Public Indecency

Secs. 62-7-301 -- 302. Reserved.

Sec. 62-7-303. Urination or defecation in public.

(a) *Unlawful act.* It shall be unlawful for any person to urinate or defecate in the public view, whether in or on public or private property, except in a room or area designated and equipped for such purposes.

(b) *Penalty.* Urination or defecation in public is a municipal infraction.

Parts 4 through Part 9. Reserved.

ARTICLE VIII. OFFENSES - GOVERNMENTAL OPERATIONS

Part 1. Obstruction of Public Justice

Sec. 62-8-101. Disobey lawful order.

(a) *Unlawful act*. It shall be unlawful for any person to willfully disobey a lawful order of a police officer.

(b) *Penalty.* Disobeying a lawful order is a municipal offense.

Sec. 62-8-102. Interference with city official.

(a) *Unlawful act.* It shall be unlawful for a person to knowingly hinder, obstruct, or otherwise interfere with any city official or employee of the city in the discharge of the employee's official duties.

(b) *Penalty.* A violation of this section is a class 2 misdemeanor.

Sec. 62-8-103. Resisting arrest.

(a) *Unlawful act.* It shall be unlawful for any person to knowingly prevent or attempt to prevent a peace officer, acting under color of their official authority, from effecting an arrest of the actor or another, by:

(1) Using or threatening to use physical force or violence against the peace officer or another; or

(2) Using any other means which creates a substantial risk of causing bodily injury to the peace officer or another.

(b) *Defenses*. It is no defense to a prosecution under this section that a police officer was attempting to make an arrest which in fact was unlawful, if the police officer was acting under color of their official authority, and in attempting to make the arrest the police officer was not resorting to unreasonable or excessive force giving rise to the right of self-defense.

A peace officer acts "under color of their official authority" when, in the regular course of assigned duties, the police officer is called upon to make, and does make, a judgment in good faith based upon surrounding facts and circumstances that an arrest should be made by the police officer.

(c) *Penalty.* Resisting arrest is a class 2 misdemeanor.

Sec. 62-8-104. Interference with police.

(a) *Unlawful act.* It shall be unlawful for any person to knowingly hinder, obstruct, or otherwise interfere with any police officer acting under color of their official authority in the discharge or apparent discharge of their official duties.

(b) *Penalty.* A violation of this section is a class 2 misdemeanor.

Sec. 62-8-105. Reserved.

Sec. 62-8-106. Refusal to permit inspections.

(a) *Definitions.* The following words or phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Legally authorized inspection means any lawful search, sampling, testing, or other examination of property, in connection with the regulation of a business or occupation, that is authorized by statute or lawful regulatory provision.

Property means any real or personal property, including books, records, and documents which are owned, possessed, or otherwise subject to the control of the defendant.

(b) *Unlawful act.* It shall be unlawful for any person, knowing that a public servant is legally authorized to inspect property to:

(1) Refuse to produce or make available the property for inspection at a reasonable hour; or

(2) If the property is available for inspection, the person refuses to permit the inspection at a reasonable hour.

(c) *Penalty.* A violation of this section is a municipal infraction.

Secs. 62-8-107 -- 110. Reserved.

Sec. 62-8-111. False reporting of an emergency.

(a) *Unlawful act.* A person commits false reporting to authorities if:

(1) The person knowingly:

(i) Causes by any means, including but not limited to activation, a false alarm of fire or other emergency or a false emergency exit alarm to sound or to be transmitted to or within an official or volunteer fire department, ambulance service, law enforcement agency, or any other government agency which deals with emergencies involving danger to life or property; or

(ii) Prevents by any means, including but not limited to deactivation, a legitimate fire alarm, emergency exit alarm, or other emergency alarm from sounding or from being transmitted to or within an official or volunteer fire department, ambulance service, law enforcement agency, or any other government agency that deals with emergencies involving danger to life or property; or

(2) The person makes a report or knowingly causes the transmission of a report to law enforcement authorities of a crime or other incident within their official concern when the person knows that it did not occur; or

(3) The person makes a report or knowingly causes the transmission of a report to law enforcement authorities pretending to furnish information relating to an offense or other incident within their official concern when the person knows that they have no such information or knows that the information is false.

(b) *Penalty.* False reporting of an emergency is a class 2 misdemeanor except that it is a class 1 misdemeanor if the report causes the occupants of a building, place of assembly, or facility of public transportation to be evacuated or to be issued a shelter-in-place order; the report causes any disruptions or impacts to regular activities; or the report results in the initiation of a standard response protocol in response to the false report.

Sec. 62-1-111.5. False reporting to authorities.

(a) *Definitions.* The following words or phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Identifying information means a person's name, address, birth date, social security number, or driver's license or Colorado identification number.

(b) *Unlawful act.* It shall be unlawful for any person intentionally, knowingly, or recklessly to give false or misleading information, or make any false statement, or display false identification to any peace officer or other employee of the city who is acting in their official capacity and within the scope of their employment.

(c) *Penalty.* False reporting to authorities is a class 2 misdemeanor.

Sec. 62-8-112. Reserved.

Sec. 62-8-113. Impersonating a public servant.

(a) *Unlawful act.* A person commits impersonating a public servant if such person falsely pretends to be a public servant, other than a peace officer, and performs any act in that pretend capacity.

(b) *Defenses.* It is no defense to a prosecution under this section that the office the person pretended to hold in fact did not exist.

(c) *Penalty.* Impersonating a public servant is a class 2 misdemeanor.

Secs. 62-8-114 -- 118. Reserved.

Parts 2 through Part 4. Reserved.

Part 5. Perjury and Related Offenses.

Secs. 62-8-501 -- 503. Reserved.

Sec. 62-8-504. False swearing.

(a) *Unlawful act.* It shall be unlawful for any person to knowingly make a false statement, other than those prohibited Colo. Rev. Stat. §§18-8-502 and 18-8-503, which they do not believe to be true before the city council or municipal court or before any board, commission, committee, or hearing officer of the city when an oath or affirmation has been duly administered and taken by such person.

(b) *Penalty.* False swearing or affirming is a petty offense.

Secs. 62-8-504 -- 509. Reserved.

Part 6. Offenses Relating to Judicial and Other Proceedings

Secs. 62-8-601 -- 611. Reserved.

Sec. 62-8-612. Failure to obey a juror summons.

(a) *Unlawful act.* It shall be unlawful for any person who receives a summons to serve as a trial juror issued by the Arvada Municipal Court to knowingly fail to obey the summons without a justifiable excuse.

(b) *Penalty.* A violation of this section is a petty offense.

Secs. 62-8-613 -- 616. Reserved.

Parts 7 through Part 8. Reserved.

ARTICLE IX. OFFENSES AGAINST PUBLIC PEACE, ORDER, AND DECENCY

Part 1. Public Peace and Order

Secs. 62-9-101 -- 105. Reserved.

Sec. 62-9-106. Disorderly conduct.

(a) *Unlawful act.* It shall be unlawful for any person to commit disorderly conduct. A person commits disorderly conduct if they intentionally, knowingly, or recklessly:

(1) Makes a coarse and obviously offensive utterance, gesture, or display in a public place and the utterance, gesture, or display tends to incite an immediate breach of the peace; or

(2) Makes unreasonable noise in a public place or near a private residence that they have no right to occupy; or

(3) Fights with another in a public place, except in an amateur or professional contest of athletic skill; or

(4) Reserved;

(5) Not being a peace officer, displays a real or simulated firearm, displays any article used or fashioned in a manner to cause a person to reasonably believe that the article is a firearm, or represents verbally or otherwise that such person is armed with a firearm in a public place in a manner calculated to alarm and does alarm another person.

(b) *Penalty.*

(1) A violation of subsection (a)(1) or (a)(2) of this section is a petty offense; except that, if the offense is committed with intent to disrupt, impair, or interfere with a funeral, or with intent to cause severe emotional distress to a person attending a funeral, it is a class 2 misdemeanor.

(2) A violation of subsection (a)(3) of this section is a petty offense.

(3) A violation of subsection (a)(5) of this section is a class 2 misdemeanor.

Sec. 62-9-106.5. Discharging firearms.

(a) *Unlawful act.* It shall be unlawful for any person, other than a peace officer or a member of the armed forces of the United States or the Colorado National Guard acting in lawful discharge of their duties, to discharge or cause to be discharged any firearm within or into the limits of the city; provided, however, that this section shall not apply to persons discharging firearms in shooting galleries or shooting ranges, where such firearms may be discharged so as not to endanger persons or property and the projectile from such firearms are prevented from traversing any grounds or space outside the limits of such galleries or range or to the discharge of a firearm in lawful defense of person or property.

(b) *Penalty.* Discharging a firearm is a municipal offense.

Sec. 62-9-107 -- 108. Reserved.

Sec. 62-9-109. Interference with staff, faculty, or students of educational institutions.

(a) *Short title.* This section is known and may be cited as the "School Interference Ordinance."

(b) *Legislative declaration; purpose.* The city council recognizes that education is crucial to developing the intellectual capacity of citizens and preparing them to become independent and productive members of society. It has also determined that disruptive or criminal behaviors at educational institutions interfere with proper learning environments and negatively impact educational progress. The city council further finds that measures that protect students, staff, and others in educational institutions are necessary to protect the health, safety, and welfare of the public. The purpose of this section is to place on notice those who are on or upon the premises or facilities of any educational institution that they may not impede the lawful performance of the duties by school staff or faculty, and that they may not disrupt, impair, interfere with, or obstruct the processes, procedures, or function of the educational institution.

(c) *Definitions.* The following words or phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Chief administrative officer means a person designated as the principal, vice-principal, or dean of an educational institution, or a person occupying a position similar to that of a principal, vice-principal, or a dean, and includes any designee of the principal, vice-principal, or dean charged with maintaining order on the school premises and in its facilities.

Credible threat means a threat or physical action that would cause a reasonable person to be in fear of bodily injury.

Fight means to engage in or take part in any type of loud or disruptive verbal disagreement or argument, or to engage in or take part in any physical scuffle or struggle, including but not limited to biting, boxing, elbowing, grabbing, hitting,

kicking, pinching, pulling, punching, pushing, scratching, shoving, slapping, spitting, or throwing an object at another person, except as part of a previously scheduled and school-sanctioned amateur contest of athletic skill.

Impede means to delay, hamper, hinder, obstruct, or otherwise interfere with the discharge of any school official's duties, or the ability of any student to pursue his or her educational activities, even momentarily.

Order means a command, direction, or instruction by a school official to do, to discontinue, or to refrain from doing something. This includes, but is not limited to verbal direction to "get back," "let go," "stop," "stop fighting," "step away," or "step back," or other language or action by a school official that a reasonable person would view as direction to do, to discontinue, or to refrain from doing something.

School official means any person employed by any educational institution, or any person duly authorized by the chief administrative officer of an educational institution to act as a volunteer in or in a volunteer capacity for that educational institution.

(d) *Unlawful act.*

(1) *Deny use or movement.* It shall be unlawful for any person located on or near the premises or facilities of any educational institution, to willfully or recklessly deny to students, school officials, or invitees:

(i) Lawful freedom of movement on the premises;

(ii) Lawful use of the property or facilities of the institution; or

(iii) The right of lawful ingress and egress to the institution's physical facilities.

(2) *Impede performance.*

(i) *By use of restraint or intimidation.* It shall be unlawful for any person located on the premises of any educational institution or at or in any building or other facility being used by any educational institution, to willfully or recklessly impede a school official of that institution in the lawful performance of their duties, or to willfully or recklessly impede a student of the institution in the lawful pursuit of their educational activities through the use of restraint, abduction, coercion, or intimidation or when force and violence are present or threatened.

(ii) *By engaging in a fight.* It shall be unlawful for any person located on the premises of any educational institution or at or in any building or other facility being used by any educational institution, to willfully or recklessly impede a school official of that institution in the lawful performance of their duties, or

to willfully or recklessly impede a student of the institution in the lawful pursuit of their educational activities by engaging in a fight or by engaging in activities that reasonably appear to the school official to be a fight requiring the intervention of the school official.

(iii) *By refusing to discontinue a fight.* It shall be unlawful for any person located on the premises of any educational institution or at or in any building or other facility being used by any educational institution, to willfully or recklessly impede a school official of that institution in the lawful performance of his duties by refusing to obey an order of the school official to discontinue or stop fighting.

(3) *Refusal to leave premises.* It shall be unlawful for any person to willfully or recklessly refuse or fail to leave the property of or any building or other facility used by any educational institution upon being requested to do so by the chief administrative officer, if such person has committed, is committing, threatens to commit, or has incited or is inciting others to commit any act which would disrupt, impair, interfere with, or obstruct the lawful missions, processes, procedures, or functions of the institution.

(4) *Threat.* It shall be unlawful for any person to knowingly make or convey to another person either in person, in writing, or by electronic means a credible threat to cause bodily injury against a person the actor knows or believes to be a student or school official of an educational institution, or against a person the actor knows or believes to be an invitee who is on the premises of an educational institution.

(e) *Affirmative defense.* It shall be an affirmative defense to subsections (d)(1), (d)(2)(i), or (d)(3) that the defendant was exercising their right to lawful assembly and peaceful and orderly petition for the redress of grievances, including any labor dispute between an educational institution and its employees, any contractor or subcontractor, or any employee thereof.

(f) *Penalty.*

(1) A person who violates any provision in subsection (d)(1) commits a petty offense.

(2) A person who violates subsections (d)(2)(i), (d)(3), or (d)(4) commits a class 2 misdemeanor.

(3) A person who violates subsections (d)(2)(ii) or (d)(2)(iii) commits a municipal offense.

Sec. 62-9-110. Reserved.

Sec. 62-9-111. Harassment.

(a) *Definitions.* The following words or phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

> *Obscene* means a patently offensive description of ultimate sexual acts or solicitation to commit ultimate sexual acts, whether or not said ultimate sexual acts are normal or perverted, actual or simulated, including masturbation, cunnilingus, fellatio, anilingus, or excretory functions.

(b) *Unlawful act.* It shall be unlawful for any person to commit harassment. A person commits harassment if, with intent to harass, annoy, or alarm another person, such person:

(1) Strikes, shoves, kicks, or otherwise touches a person or subjects that person to physical contact; or

(2) In a public place directs obscene language or makes an obscene gesture to or at another person; or

(3) Follows a person in or about a public place; or

(4) Directly or indirectly initiates communication with a person or directs language toward another person, anonymously or otherwise, by telephone, telephone network, data network, text message, instant message, computer, computer network, computer system, or other interactive electronic medium in a manner that threatens bodily injury or property damage, or makes any comment, request, suggestion, or proposal by telephone, computer, computer network, computer system, or other interactive electronic medium that is obscene; or

(5) Makes a telephone call or causes a telephone to ring repeatedly, whether or not a conversation ensues, with no purpose of legitimate conversation; or

(6) Makes repeated communications at inconvenient hours that invade the privacy of another and interfere in the use and enjoyment of another's home or private residence or other private property; or

(7) Repeatedly insults, taunts, challenges, or makes communications in offensively coarse language to another in a manner likely to provoke a violent or disorderly response; or

(8) Wrongfully interferes with a transit worker performing a lawful duty.

(c) *Penalty.*

(1) A person who violates subsection (b)(1), (b)(3), or (b)(8) of this section, or violates any provision of subsection (b) of this section with the intent to intimidate or harass another person, in whole or in part, because of that person's actual or perceived

race; color; religion; ancestry; national origin; physical or mental disability, as defined in Colo. Rev. Stat. §18-9-121; sexual orientation, as defined in Colo. Rev. Stat. §18-9-121; or transgender identity, commits a class 1 misdemeanor.

(2) A person who violates subsection (b)(4), (b)(5), (b)(6), or (b)(7) of this section commits a class 2 misdemeanor.

(3) A person who violates subsection (b)(2) of this section commits a petty offense.

Secs. 62-9-112 -- 13. Reserved.

Sec. 62-9-114. Hindering transportation.

(a) *Definitions.* The following words, when used in this section, shall have the meaning ascribed to it in this section, except where the context clearly indicates otherwise:

Obstruct means to render impassable or to render passage unreasonably inconvenient or hazardous, and includes but is not limited to, conduct such as extending objects into the traveled portion of a roadway.

(b) *Unlawful act.* It shall be unlawful for any person to:

(1) Willfully and unnecessarily hinder, obstruct, or delay traffic, or to willfully and unnecessarily attempt to hinder, obstruct, or delay any other person who is lawfully driving or traveling along or upon any roadway so as to interfere with the effective movement of traffic; or

(2) Knowingly and without lawful authority forcibly stop and hinder the operation of any vehicle used in providing transportation services of any kind to the public or to any person, association, or corporation.

(c) *Exception.* This section shall not apply to any person within a crosswalk who lawfully entered the crosswalk and is crossing from one side of the traveled portion of the roadway for that period of time reasonably necessary to cross over the roadway.

(d) *Penalty.* A violation of this section is a petty offense.

Sec. 62-9-115. Reserved.

Sec. 62-9-116. Throwing missiles.

(a) *Unlawful act.* No person shall throw or shoot any stone, snowball, substance, or other missile at or upon any person, animal, building, structure or vehicle in such a manner as may cause injury or damage.

(b) *Penalty.* A violation of this section is a municipal infraction.

Secs. 62-9-117 -- 125. Reserved.

Parts 2 through Part 3. Reserved.

ARTICLE X through ARTICLE XI. RESERVED.

ARTICLE XII. OFFENSES RELATED TO FIREARMS AND WEAPONS

Part 1. Firearms and Weapons - General

Sec. 62-12-101. Open carry of firearms prohibited.

(a) *Definitions.* The following words or phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Public building means any structure, facility, site, or area that is owned, operated, or leased by the city.

Specific area means:

(1) All recreational facilities and sports complexes located within the city and owned, operated, or leased by either the city or the APEX Park and Recreation District including, but not limited to, swimming pools, tennis courts, pickleball courts, ice rinks, skate parks, basketball courts, pedestrian and bicycle paths, green belts, golf courses, picnic facilities, lawns, gardens, parks, trails, or open space; or

(2) Arvada/Blunn Reservoir, including the lake, dam, spillways, appurtenances, and city-owned lands surrounding the reservoir.

(b) *Carrying firearms*. All firearms must be carried in such a manner so as to be completely concealed from the view of another. Any firearm carried in such a manner as to be visible in whole or in part and for any length of time to another shall be deemed to be open or openly carried.

(c) *Unlawful act.* It shall be unlawful for any person to open or openly carry any firearm in or upon any public building or specific area within the city.

(d) *Exception.* Nothing in this section shall be construed to allow the carrying of any firearm except in accordance with state and federal law.

(e) *Authorized persons.* Nothing in this section shall be construed to forbid any peace officer or other city employee duly authorized to carry a firearm from carrying or wearing such firearms as may be necessary in the proper discharge of his duties. Nothing in this section

shall be construed to forbid the employee of any armored car service agency providing money transport services pursuant to a contractual arrangement with the city or APEX Park and Recreation District from carrying or wearing such firearms as may be necessary in the proper discharge of their duties, so long as the employee has been duly authorized by their employer to carry a firearm and they are acting within the course of their employment at the time the firearm is being carried or worn.

(f) *Concealed permit.* Possession of a valid concealed carry permit shall not constitute a defense to a charge of openly carrying a firearm where prohibited.

(g) *Penalty.* Violating subsection (c) of this section is a class 1 misdemeanor.

Secs. 62-12-102 -- 115. Reserved.

Parts 2 through Part 5. Reserved.

ARTICLE XIII. MISCELLANEOUS OFFENSES

Secs. 62-13-101 -- 105. Reserved.

Sec. 62-13-106. Abandoned Refrigerators.

(a) *Unlawful act.* It shall be unlawful for any person to leave or permit to remain outside of any dwelling, building or other structure or within any unoccupied or abandoned building, dwelling or other structure under their control or in any other place accessible to children, any abandoned, unattended or discarded refrigerator or other container which has an airtight door or lid, snaplock or other locking device, which may not be released from the inside, without first removing such door or lid, snaplock or other locking device from the refrigerator or container.

(b) *Penalty.* A violation of this section is a petty offense.

Secs. 62-13-107 -- 121. Reserved.

Sec. 62-13-122. Illegal possession or consumption of alcohol or marijuana by an underage person.

(a) *Definitions.* The following words or phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcohol or *alcoholic beverage* has the same meaning as set forth in Colo. Rev. Stat. §44-3-103, as may be amended from time to time.

Establishment means a business, firm, enterprise, service or fraternal organization, club, institution, entity, group, or residence; any real property, including buildings

and improvements, connected therewith; and any members, employees, and occupants associated therewith.

Marijuana has the same meaning as in Section 16(2)(f) of Article XVIII of the Colorado Constitution.

Marijuana paraphernalia has the same meaning as marijuana accessories in Section 16(2)(g) of Article XVIII of the Colorado Constitution.

Possession of alcohol means that a person has or holds any amount of alcohol anywhere on their person, or that a person owns or has custody of alcohol, or has alcohol within their immediate presence and control.

Possession of marijuana means that a person has or holds any amount of marijuana anywhere on their person, or that a person owns or has custody of marijuana, or has marijuana within their immediate presence and control.

Private property means any dwelling and its curtilage which is being used by a natural person or natural persons for habitation and which is not open to the public and privately owned real property which is not open to the public. "Private property" shall not include:

(i) Any establishment that has or is required to have a license pursuant to Articles 3, 4, or 5 of Title 44 of the Colorado Revised Statutes;

(ii) Any establishment which sells alcohol or upon which alcohol is sold; or

(iii) Any establishment which leases, rents, or provides accommodations to members of the public generally.

(b) *Unlawful act.*

(1) A person under 21 years of age who possesses or consumes alcohol anywhere in the City of Arvada commits illegal possession or consumption of alcohol by an underage person. Illegal possession or consumption of alcohol by an underage person is a strict liability offense.

(2) A person under 21 years of age who possesses two ounces or less of marijuana or consumes marijuana anywhere in the City of Arvada commits illegal possession or consumption of marijuana by an underage person. Illegal possession or consumption of marijuana by an underage person is a strict liability offense.

(3) A person under 21 years of age who possesses marijuana paraphernalia anywhere in the City of Arvada and knows or reasonably should know that the paraphernalia could be used in circumstances in violation of the laws of this state commits illegal possession of marijuana paraphernalia by an underage person. Illegal possession of

marijuana paraphernalia by an underage person is a strict liability offense.

(c) *Immunity and exceptions.*

(1) An underage person is immune from arrest and prosecution under this section if the underaged person establishes the following:

(i) The underage person called 911 and reported in good faith that another underage person was in need of medical assistance due to alcohol or marijuana consumption;

(ii) The underage person who called 911 provided their legal name to the 911 operator;

(iii) The underage person was the first person to make the 911 report; and

(iv) The underage person who made the 911 call remained on the scene with the underage person in need of medical assistance until assistance arrived and cooperated with medical assistance or law enforcement personnel on the scene.

a. The immunity described in paragraph (c) of this section also extends to the underage person who was in need of medical assistance due to alcohol or marijuana consumption if the conditions of said paragraph (c) are satisfied.

(2) The possession or consumption of alcohol or marijuana shall not constitute a violation of this section if such possession or consumption takes place for religious purposes protected by the First Amendment to the United States Constitution.

(d) *Presumptions.*

(1) Prima facie evidence of a violation of subsection (b) of this section shall consist of:

(i) Evidence that the defendant was under 21 years of age and possessed or consumed alcohol or marijuana or possessed marijuana paraphernalia anywhere in the City of Arvada; or

(ii) Evidence that the defendant was under 21 years of age and manifested any of the characteristics commonly associated with alcohol intoxication or impairment or marijuana impairment while present anywhere in the City of Arvada.

(2) During any trial for a violation of subsection (b) of this section, any bottle, can, or any other container with labeling indicating the contents of such bottle, can, or container shall be admissible into evidence, and the information contained on any

label on such bottle, can, or other container shall be admissible into evidence and shall not constitute hearsay. A judge may consider the information upon such label in determining whether the contents of the bottle, can, or other container were composed in whole or in part of alcohol or marijuana. A label which identifies the contents of any bottle, can, or other container as "beer", "ale", "malt beverage", "fermented malt beverage", "malt liquor", "wine", "champagne", "whiskey" or "whisky", "gin", "vodka", "tequila", "schnapps", "brandy", "cognac", "liqueur", "cordial", "alcohol", or "liquor" shall constitute prima facie evidence that the contents of the bottle, can, or other container was composed in whole or in part of alcohol.

(e) *Penalty.* A violation of this section is a petty offense.

Secs. 62-13-123 -- 133. Reserved.

Sec. 62-13-134. Pedestrian use of roadway center medians.

(a) *Legislative declaration; purpose.* The city council hereby finds that collisions between pedestrians and vehicles in Arvada have increased and declares it necessary to clearly delineate the responsibilities of pedestrians to allow for safer pedestrian and vehicle interactions throughout the city. Certain higher speed roadways in Arvada have center medians that are designed to separate traffic and channel the flow of traffic through turns and intersections. Except for crosswalk refuge areas, such center medians were not designed and are not suitable for access, occupation, or use by pedestrians. Pedestrians who use center medians not designed for pedestrian use may distract or even startle drivers, especially along higher speed roadways. This endangers the pedestrian as well as drivers and their passengers. The purpose of this ordinance is to reduce the number of situations during which pedestrians are in close proximity to the traveled portion of a higher speed roadway. The city council finds this ordinance will promote pedestrian and traffic safety and is necessary to protect the health, safety, and welfare of the public.

(b) *Definitions.* The following words or phrases, when used in this section, shall have the meaning ascribed to them in this section, except where the context clearly indicates otherwise:

Center median means the raised area that divides a roadway carrying traffic in opposite directions, and which is defined by curbing, landscaping, or other obstacles.

Center median not designed or suitable for pedestrian use means a center median that is located on any higher speed roadway within the city.

Higher speed roadway means a roadway within the city with a posted speed limit greater than 30 miles per hour.

Temporary pedestrian refuge area means that part of a crosswalk that is located

within or at the end of a center median that is designed to allow a pedestrian to safely pause before continuing to cross from one side of a roadway to the other.

(c) *Unlawful act.* It shall be unlawful for any person to access, occupy, use, assemble or congregate on or about any center median not designed or suitable for pedestrian use that has been posted, either on such center median not designed or suitable for pedestrian use or at the crosswalk access points to such center median, with a sign pursuant to this section prohibiting such access, occupancy, use, assembly, or congregation.

(1) *Exceptions*. This section shall not apply to:

(i) A person utilizing that portion of a center median designed as a temporary pedestrian refuge along a crosswalk if the person was not able to safely cross the entire roadway during the traffic signal pedestrian phase or green light signal phase. This exception allows a person to occupy the pedestrian refuge area for the duration of one traffic signal cycle before crossing the entire roadway;

(ii) A local, state, or federal law enforcement officer or authorized first responder engaged in the performance of their official duties;

(iii) A city or state employee or contractor authorized by the city manager or designee thereof, or by the state, to access the center median to perform construction, landscaping, maintenance, repair, or similar duties thereon; or

(iv) An employee or contractor of a utility company authorized by the city or the state to access the center median to perform construction, landscaping, maintenance, repair, or similar duties thereon.

(d) *Determination.* The city engineer, or designee thereof, may prohibit pedestrian access, occupancy, use, assembly, or congregation on or about any center median not designed or suitable for pedestrian use by having posted or placed upon, or at the crosswalk access points to, such center median not designed or suitable for pedestrian use a sign that reads "unlawful to occupy center median," or that contains similar language. Only a raised center median that lies along a higher speed roadway may be posted under this section. A sign posted or placed under this section must be posted or placed in a way that is reasonably calculated to provide effective notice to an ordinarily observant person entering upon the center median. However, there is no requirement that the sign be visible from every position on or about the center median or from every position at or about the crosswalk access points to such center median.

(e) *Sign constitutes prima facie evidence of notice.* The posting or placement of a sign reading "unlawful to occupy center median" or similar language upon a center median or at the crosswalk access points to such center median shall be prima facie evidence that the notice was sufficient. The prosecution is not required to prove that the sign was visible from every position on or about the center median or at the crosswalk access points to such center

median.

(f) *Strict liability.* A violation of any provision of this section is strict liability in nature. No culpable mental state or mens rea of any type or degree shall be required to prove a violation of this section.

(g) *Penalty.* A violation of this section is a municipal offense.

Sec. 62-13-135. Solicitation.

(a) *Legislative declaration; purpose.* Under certain circumstances, pedestrian solicitation directed at vehicles operating on a roadway creates safety hazards to the public. In addition, the presence of pedestrians on Interstates 70 and 76, on other controlled access or beltway highways, and on entrance and exit ramps thereto causes safety concerns as a result of the high rates of speed permitted and the lack of pull-off locations or vehicle parking areas that would otherwise facilitate transactions in these areas. The purpose of this ordinance is to provide for the safety of the public related to solicitation activity as described below. The city council finds this ordinance will promote pedestrian and traffic safety and is necessary to protect the health, safety, and welfare of the public.

(b) *Definitions.* The following words or phrases, when used in this section, shall have the meaning ascribed to them in this section, except where the context clearly indicates otherwise:

Interstate highway means any portion of a roadway within the city that has been designated by the federal government as part of the interstate highway system, or that is a controlled access highway or beltway, and includes any entrance to or exit from that roadway.

Traveled portion of the street or highway means that portion of the road normally used by moving motor vehicle traffic.

(c) *Unlawful act.* It shall be unlawful for any person to solicit employment, business, contributions, or sales of any kind, or to collect monies for the same, from an occupant of any vehicle traveling upon any street, highway, or interstate highway within the city when such solicitation or collection:

(1) Causes the person performing the activity to enter onto the traveled portion of a street or highway; or

(2) Is performed at a location in which vehicles cannot move into a legal parking area to safely conduct the transaction.

(d) *Penalty.* A violation of this section is a municipal offense.

Sec. 62-13-136. Fireworks.

(a) *Legislative declaration*. The city council hereby finds that the city, due to its geographical location, terrain, and average environmental conditions, is at an increased risk for wildfires. The possession, manufacture, storage, sale, handling, and use of fireworks within the city limits may, even unintentionally, result in the ignition and spread of a fire, putting the health and safety of the public at risk. Therefore, city council, as a matter of local concern, deems it appropriate to strictly regulate fireworks and provide for mandatory minimum penalties for violating city firework regulations.

(b) *Definitions.* The following words or phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Fireworks means any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration or detonation that meets the definition of 1.4G fireworks or 1.3G fireworks as set forth in the International Fire Code as adopted by the city and as may be from time to time amended.

Social host means an owner of any private residential or non-residential real property in the city; or any person who has the right to use, possess, or occupy public or private property under a lease, permit, license, rental agreement, or contract; or any person who hosts, organizes, supervises, officiates, conducts, or is otherwise responsible for a gathering on public or private property.

Strictly liable means that no culpable mental state or mens rea of any type or degree shall be required to prove a violation.

(c) *Unlawful act.*

(1) *Prohibition.* The possession, manufacture, storage, sale, handling, and use of fireworks is prohibited, except as may be permitted by the International Fire Code as adopted by the city and as may be from time to time amended.

(2) *Social host permitting use of property for possession or use of fireworks prohibited.* No social host shall permit any person to possess or use fireworks anywhere on property owned or otherwise subject to the control of the social host, as defined herein.

(i) Any social host shall be strictly liable for any use or possession of any fireworks in violation of this section.

(d) *Exceptions.* No person who has the right to use, possess, or occupy a unit in a multifamily residential property under a lease, rental agreement, or contract shall be liable for a violation of this section occurring in the common area of the property unless the person hosts, organizes, supervises, officiates, conducts, or is otherwise responsible for a gathering

at which the violation occurs. No person who is employed, contracted, or otherwise permitted or authorized to provide a City-sponsored fireworks display shall be liable for a violation of this section.

(e) *Penalty.* A violation of this section is a municipal offense but any sentence imposed for such violation shall include the following mandatory, minimum penalties:

(1) *First offense.* A sentence imposed for a first-time violation of this section shall include, at a minimum, a fine of $500.00.

(2) *Second or subsequent offense.* A sentence imposed for a second or subsequent violation of this section by the same offender shall include, at a minimum, a fine of $1,000.00.

Sec. 62-13-137. Obstruction of public passageways.

(a) *Definitions.* The following words or phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Obstruct means to render a passageway impassable or make passage thereupon unreasonably inconvenient or hazardous; to place furniture or other personal property upon a passageway unless incidental to the lawful use of the passageway; to stop or stand within or occupy a crosswalk for a period of time longer than that reasonably necessary to cross over the roadway, except when necessary to avoid conflict with vehicular traffic, or in compliance with the direction of a police officer or an official traffic control device; or to cause a violation of other applicable law, such as the Americans with Disabilities Act, to occur or exist in or upon the passageway.

Passageway means an alley, building entrance, public elevator or entrance to a public elevator, sidewalk, stairway, stairwell or stairwell landing, railway, creek, creek bank or other waterway, or any other public place used for the passage of persons, vehicles, or conveyances.

Person with authority to control the use of the premises means a uniformed peace officer, emergency medical technician, paramedic, firefighter, or city employee acting within the course and scope of their duties.

Public place means property owned by the city or other political subdivision of the State.

(b) *Unlawful act.* No person shall intentionally, knowingly, or recklessly:

(1) Obstruct a passageway, whether the obstruction was created by the person acting alone or with others; or

(2) Disobey a reasonable request or order to end or discontinue an obstruction of a passageway that is issued by a person with authority to control the use of the premises to maintain public safety.

(c) *Exception.* Subsection (b)(1) shall not apply to an obstruction caused by a medical emergency, or by attending a parade, festival, performance, rally, demonstration, meeting, or similar event conducted in the public right-of-way pursuant to any permit or license issued by the city, or as otherwise authorized by law.

(d) *Penalty.* A violation of this section is a petty offense.

Sec. 62-13-138. Prohibited use of skateboards, in-line skates, and similar devices.

(a) *Unlawful act.* It shall be unlawful for any person to use skateboards, in-line skates, or similar devices on public or private property which is posted to prohibit any person from entering or remaining upon that property while utilizing skateboards, in-line skates, or similar devices.

(b) *Posting.* The owner of private property is authorized to post or cause to be posted signs which give notice of the prohibition of the use of skateboards, in-line skates, or similar devices referenced in subsection (a). Such posting shall be deemed to authorize, without further action of the owner, enforcement of this section.

(c) *Penalty.* A violation of this section is a municipal infraction.

Sec. 62-13-139. Curfew.

(a) *Definitions.* The following words or phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adult means a person 21 years of age or older.

Loiter means to be dilatory, to stand idly around, to linger, delay or wander about, or to remain idle in or about a public place, whether in or out of a vehicle.

Permit or *allow* means to consent, to tolerate, to give permission, to authorize, or to give opportunity through ineffective or insufficient control.

Public place means in or upon the public streets, highways, roads, alleys, parks, playgrounds or other public grounds, public buildings, private property open to the public, places of amusement, eating places, parking lots, vacant lots, private or public school parking lots and grounds, or any similar place.

(b) *Unlawful act.*

(1) *Minors age 17 or younger.* Except as set forth in subsection (c), it shall be unlawful for any minor 17 years of age or younger to be or to loiter in a public place, unsupervised by an adult having the lawful authority to be in such public place where the minor is or is loitering, between the hours of 10:00 p.m. on any day and 6:00 a.m. of the following day; except that on Saturday and Sunday the effective hours of this prohibition are between midnight and 6:00 a.m.

(2) *Parental failure to supervise.* It shall be unlawful for the parent, guardian, or other adult having the care, control, or custody of the minor to knowingly permit or allow such minor to be or to loiter in violation of subsection (b)(1). The term "knowingly" includes knowledge which a parent should be reasonably expected to have concerning the whereabouts of the minor in that adult's custody or indifference to activities of the minor.

(c) *Exceptions.*

(1) It shall not be a violation of subsection (b)(1) when the minor who is 17 years of age or younger is:

(i) Accompanied by their parent, guardian, or other adult who has the lawful care and custody of the minor; or

(ii) Upon an emergency errand directed by their parent, guardian, or other adult who has the lawful care and custody of the minor; or

(iii) Going to or returning directly home from a school activity, entertainment, recreational activity, or dance; or

(iv) Returning directly home from lawful employment that makes it necessary to be in the above referenced public places during the proscribed period of time; or

(v) Attending or traveling directly to or from an activity involving the exercise of first amendment rights of free speech, freedom of assembly, or the free exercise of religion; or

(vi) Traveling interstate through the city.

(2) It shall not be a violation of subsection (b)(2) if the responsible adult has made a missing person notification to the appropriate police department prior to the minor's violation of subsection (b)(1).

(d) *Penalty.* A violation of this section is a municipal infraction.

Sec. 62-13-140. Graffiti.

(a) *Definitions.* The following words or phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Felt tip marker means any broad-tipped marker pen with a tip exceeding three-eighths of one inch in width, or any similar implement containing an ink that is not water soluble.

Graffiti, tag, or tagging means the defacing of public or private property by means of painting, drawing, writing, etching, carving with knives, carving with scribes, or any similar method without the written permission of the property owner.

Marking substance means any substance or implement, other than aerosol paint containers and felt tip markers, that could be used to draw, spray, paint, etch, or mark.

(b) *Unlawful act.*

(1) *Tagging.*

(i) It shall be a violation of this section for any person to tag or place graffiti upon any public or private property.

(ii) It shall be a violation of this section for any person to aid, abet, or advise another in the commission of tagging or placing graffiti upon any public or private property.

(2) *Purchase and possession of graffiti materials prohibited.*

(i) It shall be unlawful for any person under the age of 18 years to purchase an aerosol container of paint that is capable of defacing property.

(ii) It shall be unlawful for any person to possess a masonry or glass drill bit, a carbide drill bit, a glass cutter, a grinding stone, an awl, a chisel, a carbide scribe, an aerosol paint container, a felt tip marker, or any other tool, instrument, or marking substance adapted, designed, or commonly used to deface property with the intent to commit graffiti vandalism or knowing that some person intends to use the thing possessed in the commission of graffiti vandalism.

(iii) It shall be unlawful for any person to carry on their person and in plain view to the public an aerosol container of paint while in any public facility, park, playground, swimming pool, beach, or recreational area, other than a highway, street, alley, or way, unless the person has first received valid authorization from the governmental entity which has jurisdiction over the

public area.

(iv) It shall be unlawful for any person to possess an aerosol container of paint for the purpose of defacing property while on any public highway, street, alley, or way, or other public place, regardless of whether that person is or is not in an automobile, vehicle, or other conveyance.

(c) *Exceptions.*

(1) It shall not be a violation of subsection (b)(2) if a minor is in possession of an aerosol container of paint for the minor's use under the supervision of the minor's parent, legal guardian, instructor, or employer.

(2) Aerosol containers of paint or related substances may be furnished for use in school-related activities that are part of the instructional program when used under controlled and supervised situations within the classroom or on the site of a supervised project.

(d) *Penalty.* A violation of this section is a municipal infraction.

ARTICLE XIV through ARTICLE XVII. RESERVED.

ARTICLE XVIII. CONTROLLED SUBSTANCES

Parts 1 through Part 3. Reserved.

Part 4. Offenses and Penalties

Secs. 62-18-401 -- 405. Reserved.

Sec. 62-18-406. Offenses relating to marijuana.

(a) *Purpose and intent, findings of facts, applicability, and authority.*

(1) *Purpose and intent*. The purpose of this section is to protect the public health, safety, and welfare by reasonably regulating and in some instances prohibiting the possession, use, display, purchase, or transportation of marijuana, marijuana accessories, and marijuana products. The intent of this section is to provide for such regulations or prohibitions consistent with and conforming to the regulatory framework set forth in Section 14 of Article XVIII of the Colorado Constitution regulating medical marijuana, in Section 16 of Article XVIII of the Colorado Constitution regulating recreational or retail marijuana, and the Colorado Marijuana Code.

(2) *Findings of fact.* In furtherance of the purpose and intent of this ordinance, the city council makes the following findings:

(i) Section 14 of Article XVIII of the Colorado Constitution establishes an affirmative defense to or exception from state criminal laws for patients or primary caregivers acting in conformance with the provisions thereof, and further contemplates cultivation activities associated with patients as being on a small scale (e.g., six plants per patient);

(ii) Colo. Rev. Stat. §25-1.5-103 clarifies Colorado law regarding the scope and extent of Section 14 of Article XVIII of the Constitution, as it relates to patients and primary caregivers, and further contemplates primary caregiver operations as generally being on a small scale (e.g., five patients per primary caregiver);

(iii) Section 16 of Article XVIII of the Colorado Constitution creates an exception from state and local criminal laws relating to aspects of the possession, consumption, and use of recreational, or retail, marijuana for persons 21 years of age or older acting in conformance with the provisions thereof, and further contemplates cultivation activities associated with such persons as being on that same small scale (e.g., no more than six plants per authorized person);

(iv) Marijuana is currently categorized as a controlled substance in the Controlled Substances Act, 21 U.S.C. § 812(c). Activities associated with the possession, cultivation, and use of even relatively small amounts of marijuana have the potential to produce residual and secondary effects and impacts detrimental to the health, safety and welfare not only of primary users of marijuana, but also of those in the community as a whole;

(v) The above-referenced constitutional and statutory provisions do not purport to comprehensively regulate the possession, consumption, and use of marijuana from a criminal perspective, nor do they purport to completely preempt or restrict a Colorado home-rule municipality from regulating the possession, consumption or use of marijuana through the exercise of its police powers;

(vi) The City of Arvada is a home-rule municipality and the city council is empowered to adopt such ordinances as are necessary and convenient to protect the health, safety, and welfare of the city and its inhabitants; and

(vii) The provisions of this section are necessary to protect and are enacted in furtherance of the public health, safety, and welfare of the city and its inhabitants.

(3) *Applicability.* This section shall apply to all patients, primary caregivers, and other persons within the municipal boundaries of the city, as such boundaries are now or in the future defined. If Section 14 or 16, or any provision thereof, of Article XVIII of the Colorado Constitution is declared to be unconstitutional by a court of

competent jurisdiction, nothing in this Code shall be deemed to permit the possession, consumption, or use of marijuana, marijuana accessories, or marijuana products for medical or any other purpose in light of the decision declaring part or all of said sections to be unconstitutional. Nothing in this section shall be deemed to prevent the prosecution of offenses under the state or federal controlled substances acts or other related offenses occurring in the City of Arvada. Any section headings shall not be deemed to govern, limit, modify, or in any manner limit the scope, meaning, or extent of the provisions of this section or any subsections thereof.

(4) *Authority.* The city has the power and authority to adopt this section pursuant to the Home Rule Charter of the City of Arvada and the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the Colorado Marijuana Code as cited above.

(b) *Definitions*. The following words or phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authorized person means a person 21 years of age or older lawfully permitted to engage in the personal use of marijuana, including growing and processing marijuana plants, pursuant to Article XVIII, § 16 of the Colorado Constitution.

Colorado Marijuana Code means Colo. Rev. Stat. §44-10-101 et seq. as may be from time to time amended and related provisions throughout the Colorado Revised Statutes that regulate the possession and use of medical marijuana.

Display means to carry or possess an item in such a manner that it is visible or becomes visible to another in whole or in part and for any length of time.

Drug paraphernalia shall have the same meaning set forth in Colo. Rev. Stat. §18-18-426, as may be from time to time amended.

Non-medical marijuana means marijuana that is grown, processed, or otherwise utilized pursuant to and for a purpose authorized by Article XVIII, § 16 of the Colorado Constitution.

Marijuana shall have the same meaning set forth in Article XVIII, § 16 of the Colorado Constitution, and for purposes of this section, it includes marijuana products.

Marijuana accessories shall have the same meaning set forth in Article XVIII, § 16 of the Colorado Constitution.

Marijuana products shall have the same meaning set forth in Article XVIII, § 16 of the Colorado Constitution.

Medical marijuana means marijuana that is grown pursuant to the provisions of the Colorado Medical Marijuana Code and for a purpose authorized by Article XVIII, § 14 of the Colorado Constitution.

Motor vehicle shall have the same meaning set forth in Colo. Rev. Stat. §42-4-1305.5(1)(b) as may be from time to time amended.

Open and public, or *openly and publicly,* means a place that is commonly or usually open or accessible by the general public including but not limited to parks, open space areas, trails, paths, sidewalks, streets, highways, and public rights-of-way, mercantile establishments, shopping centers, places of business open to the general public, the common areas of any multi-family dwelling units, parking lots, and vehicles in or upon such places. Open and public does not include the yard, deck, or patio of a single family dwelling unit, condominium, duplex, or town home that is completely enclosed by a solid privacy fence or otherwise screened from ordinary view such that the activity within is not readily apparent to neighbors or passersby. For purposes of enforcement of section 62-18-406(c)(3), the fact that the display, use, or consumption of marijuana may be viewed incidentally from an adjoining private property does not render the activity open and public.

Open marijuana container shall have the same meaning set forth in Colo. Rev. Stat. §42-4-1305.5(1)(c) as may be from time to time amended, and includes all medical or non-medical marijuana or all marijuana products that are grown or produced by an individual for personal use.

Passenger area shall have the same meaning set forth in Colo. Rev. Stat. §42-4-1305.5(1)(d) as may be from time to time amended.

Patient shall have the same meaning set forth in Article XVIII, § 14 of the Colorado Constitution.

Primary caregiver shall have the same meaning set forth in Article XVIII, § 14 of the Colorado Constitution, and such person shall be registered as a primary caregiver with the State of Colorado under Colo. Rev. Stat. §25-1.5-106.

Sale or *sell* shall have the same meaning set forth in Colo. Rev. Stat. §44-10-103 as may be from time to time amended.

(c) *Unlawful act.*

(1) *Possession—Under 21.* It shall be unlawful for any person under 21 years of age to knowingly possess, use, display, transfer, transport, grow, or purchase marijuana subject to the provisions of Section 14 of Article XVIII of the Colorado Constitution.

(2) *Possession—21 or older.* It shall be unlawful for any person 21 years of age or older to knowingly possess more than one ounce of marijuana subject to the provisions of either Section 14 or Section 16 of Article XVIII of the Colorado Constitution.

(3) *Open and public consumption.* It shall be unlawful for any person to openly and publicly display, consume, or use marijuana.

(4) *Open marijuana container.* Except as otherwise permitted, a person while in the passenger area of a motor vehicle that is on a public highway of this state or the right-of-way of a public highway of this state or on a street, alley, or roadway of this city or the right-of-way of a street, alley, or road of this city shall not knowingly:

(i) Use or consume marijuana; or

(ii) Have in their possession an open marijuana container.

a) *Exceptions.* The provisions of this subsection (c)(4) shall not apply to:

1) Passengers, other than the driver or a front seat passenger, located in the passenger area of a motor vehicle designed, maintained, or used primarily for the transportation of persons for compensation; or

2) The possession by a passenger, other than the driver or a front seat passenger, of an open marijuana container in the living quarters of a house coach, house trailer, motor home, as defined in Colo. Rev. Stat. §42-1-102(57), or trailer coach, as defined in Colo. Rev. Stat. §42-1-102(106)(a); or

3) The possession of an open marijuana container in the area behind the last upright seat of a motor vehicle that is not equipped with a trunk; or

4) The possession of an open marijuana container in an area not normally occupied by the driver or a passenger in a motor vehicle that is not equipped with a trunk.

(5) *Marijuana—Transportation.* It shall be unlawful for any person to transport more than six plants at any time, with no more than three of those plants being mature, flowering plants.

(6) *Prohibitions on city-owned property.* It shall be unlawful for any person to possess, use, display, transfer, transport, grow, or purchase marijuana, marijuana products,

or marijuana accessories in or upon any city owned property, except that these products or items may be transported along public streets and highways in this city so long as the products or items are being transported in compliance with all other applicable state and local laws.

(7) *Possession of drug paraphernalia.* It shall be unlawful for any person to possess drug paraphernalia if that person knows or reasonably should know that the drug paraphernalia could be used under circumstances in violation of the laws of the State of Colorado.

(i) *Exception.* It shall not be a violation of this subsection if the person is 21 years of age or older and all drug paraphernalia involved are solely marijuana accessories.

(8) *Possession of marijuana accessories—Under 21*. It shall be unlawful for any person under the age of 21 years of age to possess marijuana accessories.

(9) *Manufacture, sale, or delivery.* It shall be unlawful for any person to sell or deliver, possess with intent to sell or deliver, or manufacture with intent to sell or deliver equipment, products, or materials knowing or under circumstances where one should reasonably know that such equipment, products, or materials could be used as drug paraphernalia.

(i) *Exception.* It shall not be a violation of this subsection if the person is 21 years of age or older and all drug paraphernalia involved are solely marijuana accessories.

(10) *Sale of marijuana accessories—Under 21.* It shall be unlawful for any person to sell marijuana accessories to any person under the age of 21 years of age.

(11) *Advertisement.* It shall be unlawful for any person to place an advertisement in any newspaper, magazine, handbill, or other publication who intends thereby to promote the sale of equipment, products, or materials designed and intended for use as drug paraphernalia.

(i) *Exception.* It shall not be a violation of this subsection if the person is 21 years of age or older and all drug paraphernalia involved are solely marijuana accessories.

(d) *Paraphernalia and accessories determination.* In determining whether an object is drug paraphernalia or a marijuana accessory, a court, in its discretion, may consider, in addition to all other relevant factors, the following:

(1) Statements by an owner or by anyone in control of the object concerning its use;

(2) The proximity of the object to controlled substances;

(3) The existence of any residue or controlled substances on the object;

(4) Direct or circumstantial evidence of the knowledge of an owner, or of anyone in control of the object, or evidence that such person reasonably should know that it will be delivered to persons who such person knows or reasonably should know could use the object to facilitate a violation of this section;

(5) Instructions, oral or written, provided with the object concerning its use;

(6) Descriptive materials accompanying the object which explain or depict its use;

(7) National or local advertising concerning its use;

(8) The manner in which the object is displayed for sale;

(9) Whether the owner, or anyone in control of the object, is a supplier of like or related items to the community for legal purposes, such as an authorized distributor or dealer of tobacco products;

(10) The existence and scope of legal uses for the object in the community; and

(11) Expert testimony concerning its use.

(e) *Exemptions.*

(1) A person may be exempt from prosecution if, at the time of the alleged offense, the person is in possession of drug paraphernalia received from an approved syringe exchange program created pursuant to Colo. Rev. Stat. §25-1-520 or a program carried out by a harm reduction organization, as defined in section Colo. Rev. Stat. §12-30-110(7), while participating in the program.

(2) A person may be exempt from prosecution under certain sections of this section if, at the time of the alleged offense, the person is in possession of a valid medical or retail marijuana transport manifest approved by the state marijuana enforcement division at the time of the offense and is transporting the marijuana in accordance with the rules allowing transport that are promulgated by the Colorado Department of Revenue.

(3) A person may be exempt from prosecution under certain section of this section if, at the time of the alleged offense, the person holds a valid retail marijuana establishment license issued by the state marijuana enforcement division, or is an owner, employee, or agent of such establishment and who is at the time of the alleged offense actually engaged in regular authorized work activities.

(4) Documentation demonstrating any such exemption may be presented at an

arraignment or a pre-trial conference on the offense and may result in dismissal of the charge as appropriate.

(f) *Affirmative defenses*.

(1) Nothing in this article shall be construed to prohibit the assertion of an affirmative defense to any charge under this section to the extent provided in Section 14 of Article XVIII of the Colorado Constitution. Any person seeking to assert an affirmative defense to a charge under this article may present a medical marijuana registry identification card that is issued by the Colorado Department of Public Health and Environment and that is valid at the time of the alleged offense, or may present a primary caregiver license or other verification that is issued by the Colorado Department of Public Health and Environment and is valid at the time of the alleged offense, as may be appropriate. Such documentation may be presented at an arraignment or at a pre-trial conference on the offense and shall result in the dismissal of the charge as appropriate.

(2) The affirmative defenses contained in Section 14 of Article XVIII of the Colorado Constitution shall not apply to any charge involving a sale, open and public consumption, an open marijuana container, or to any case involving prohibitions on city-owned property.

(g) *Penalty.* A violation of this section is a petty offense.

Secs. 62-18-407 -- 411. Reserved.

Sec. 62-18-412. Substances releasing toxic vapors - definitions - sales - unlawful acts.

(a) *Definitions.* The following words or phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Substance releasing toxic vapors means plastic (styrene) cements containing toluene, acetone, benzene, aliphatic acetates (such as, but not limited to, ethyl acetate and methylcellosolve acetate), hexacane or cyclo hexane; model cements containing acetone, toluene or naphtha of petroleum origin; cements containing toluene, acetone, isopropanol, methyl ethyl ketone or methyl isobutyl ketone; cosmetics containing acetone aliphatic acetates, benzene or alcohol; paint, lacquer or similar substance thinners containing toluene, aliphatic acetates or methyl, ethyl or propyl alcohol; lighter and cleaning fluids containing naphtha of petroleum origin, perchlorethylene, trechlorethane or carbon tetrachloride; or any other liquid or substance of any nature whatsoever containing any of the above mentioned toxic materials.

(b) *Unlawful act.*

(1) *Offer, sale, or other transfer to minors.* It shall be unlawful for any person to sell, give, furnish, deliver or otherwise transfer, or offer to sell, give, furnish, deliver or otherwise transfer, any substance releasing toxic vapors to any person under the age of 18 years, without the oral or written consent of a parent or guardian of such person, except for the sale or offer of sale to such person of one ounce or less of any substance releasing toxic vapors.

(2) *Record.* With reference to any sale in excess of the quantity provided in the preceding section of this section to any person under the age of 18 years, such seller shall, simultaneously with such sale, enter into a permanent record the date of said sale, the name, address, age and sex of each such purchaser, including the name and address of the consenting parent or guardian, intentional failure of which shall result in a violation of this section.

(3) *By other than commercial establishment or employee.* It shall be unlawful for any person, except a person who is at the time of sale or offer of sale lawfully employed by or engaged in a bona fide commercial establishment, to sell or offer to sell to any person any substance releasing toxic vapors.

(4) *Unlawful purposes.* It shall be unlawful for any person to sell, give, furnish, deliver or otherwise transfer, or offer to sell, give, furnish, deliver or otherwise transfer to any person, any substance releasing toxic vapors, when such seller, giver, furnisher, deliverer, transferrer or offerer knows or has reason to believe that such substance will be used for purposes unlawful under subsections (b)(1)-(b)(4).

(5) *Intentional inhalation of fumes.* It shall be unlawful for any person intentionally to smell or inhale the fumes of any substance releasing toxic vapors for the purpose of causing a condition or state of excitement, exhilaration, euphoria, stupefaction or dulled senses or nervous system in such person, commonly known as "glue sniffing"; or to buy, receive, possess or use any such substance for any of the aforementioned purposes; or to aid, abet or assist any other person in the purchase, receipt, possession or use of any such substance for any of the aforementioned purposes.

(c) *Exceptions.* This section shall not apply to the inhalation of any substance releasing toxic vapors for medical or dental purposes when prescribed by duly licensed and qualified physicians or dentists.

(d) *Separate offenses.* Each violation under this section shall be considered a separate offense.

(e) *Penalty.* A violation of this section is a class 2 misdemeanor.

Secs. 62-18-413 -- 434. Reserved.

Part 5 through Part 6. Reserved.

ARTICLE XIV through ARTICLE XXVI. RESERVED

ARTICLE XXVII. ABANDONED, LOST, OR UNCLAIMED PROPERTY AND EVIDENCE

62-27-101. Legislative declaration; definitions; and applicability.

(a) *Legislative declaration.* The city council declares that it is necessary to standardize the management of property and evidence coming into possession of the city, to provide for the efficient processing of such property, and to promote the efficient return of property to its owner.

(b) *Definitions.* The following words or phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

Abandoned, lost, or *unclaimed property* means any item or items that come into the possession of the police department or the city and for which the custodian is unable to determine an owner, or which is otherwise deemed forfeited.

Custodian means the chief of police or designee thereof who is assigned to act as the holder of all property coming into the possession of the police department or the city, whether it is lost, abandoned, forfeited, seized, confiscated, or recovered stolen property. Nothing in this article shall be held to require the chief to take possession of or make a disposition of any property the possession or disposition of which is otherwise provided for in this Code.

Days means calendar days.

Director means the director of finance for the city or designee thereof.

Evidence means an item or material that has probative value in either tending to prove or disprove a material fact in a criminal or civil matter.

Owner means a person or entity, including a corporation, partnership, association, governmental entity other than the city, or a duly authorized legal representative of the same, which has a legal or equitable interest in property subject to this article.

Police department means the Arvada Police Department.

Policy means a city policy or procedure, or a police department rule, procedure, or guideline.

Property or *item* means tangible personal property and, for purposes of the administration of this article, includes cash, checks, securities, and gift cards or certificates.

(c) *Applicability.* This article shall apply to every item of property in the custody of the custodian on the effective date of this ordinance and to all items of property coming into the custody of the custodian thereafter.

62-27-102. Property held as evidence.

(a) The custodian shall keep in custody all items of property seized or held as evidence, which property has been delivered to the custodian for care, custody, and control and for use in any pending trial or other court proceeding, unless otherwise ordered by the court having jurisdiction or upon proper authorization of the prosecuting attorney following the final disposition of any pending charges, including any appeals or the lapse of time for filing any appeal. Thereafter, the custodian shall make disposition of such property in accordance with the provisions of this article, and any applicable police department policy.

(b) Notwithstanding the above, any evidence that is required to be maintained pursuant to Colo. Rev. Stat. §18-1-1101 et seq., as may be from time to time amended, shall be destroyed only upon receipt of signed notice from the district attorney or designee thereof, or a court order allowing such destruction.

(c) Photographs, video tapes, or films of property over which a person is alleged to have exerted unauthorized control or otherwise to have obtained unlawfully are competent evidence if the photographs, video tapes, or films are admissible into evidence under the rules of law governing the admissibility of photographs, video tapes, or films into evidence pursuant to Colo. Rev. Stat. §13-25-130, as may be from time to time amended.

(d) During any trial for a violation of any section of Chapter 6, Alcoholic Beverages, of the Arvada City Code, any bottle, can, or any other container that has affixed to it or contains a label indicating the contents of such bottle, can, or container shall be admissible into evidence, and the information contained on any label on such bottle, can, or container shall be admissible into evidence and shall not constitute hearsay. In the event that multiple bottles, cans, or other containers of liquid are recovered, an officer may log into evidence one empty bottle, can, or other container as being representative of the whole. A judge or jury, as appropriate, may consider the information upon such label in determining whether the contents of the bottle, can, or other container were composed in whole or in part of ethyl alcohol. A label which identifies the contents of any bottle, can or other container as "beer," "ale," "malt beverage," "fermented malt beverage," "malt liquor," "wine," "champagne," "bourbon," "rum," "scotch," "whiskey," "gin," "vodka," "tequila," "schnapps," "brandy," "cognac," "liqueur," "cordial," "alcohol," "liquor," or other similar term shall constitute prima facie evidence that the contents of the bottle, can, or other container was composed in whole or in part of ethyl alcohol.

(e) An officer who seizes or otherwise takes control of a cigarette or any other type of tobacco product from a minor pursuant to Colo. Rev. Stat. §18-13-121 or Colo. Rev. Stat. §25-14-301 may deliver such item or items to the custodian for destruction, or may immediately destroy the item or items.

62-27-103. Disposition of property.

All abandoned, lost, or unclaimed property, and all property that is no longer being held as evidence pursuant to section 62-27-102 shall be disposed of as follows:

(a) *Last known owner determined by custodian.* If, following examination of the property and those public records readily available to the custodian, the custodian is able to identify the owner of the property, the custodian shall notify the owner. Such notice shall contain a description of the property, a statement that the custodian is holding the property, and that, if the owner does not make claim to the property within 30 days of the date of the notice, any claim of ownership shall be waived, and the property shall be deemed forfeited and it shall become the sole property of the city. In addition, the notice shall state the place at which the property may be claimed. The notice shall state that the owner, in claiming the property, must provide photo identification to the custodian prior to release of any property to the owner. Notwithstanding the above, the last known owner may file a claim for property after it has been posted on the police department website and within the time given for filing of claims after such posting.

(b) *No last known owner determined.* If, following examination of the property and those public records readily available to the custodian, the custodian is unable to determine the identity of the owner, the property shall be deemed abandoned, lost, or unclaimed.

(c) *Abandoned, lost, or unclaimed property.* For any property not claimed by the last known owner within 30 days of notice, and for all other property deemed abandoned, lost, or unclaimed, the custodian may cause a notice to be published on the police department's website. The notice shall include a description of the property and last known owner of the property, if applicable. The notice shall contain a statement that the custodian is holding the property and the place at which the property may be claimed. The notice shall state that the owner, in claiming the property, must provide proof of ownership acceptable to the custodian based on any applicable police department policy, and provide photo identification to the custodian prior to release of any property to the owner. Finally, the notice shall state that if no one comes forward within 30 days of the posting of the notice, any claim of ownership shall be deemed to be waived, the property shall be deemed forfeited, and it shall become the sole property of the city.

    (1) The custodian shall determine which, if any, items of property shall be posted on the website. This determination shall be made in accordance with any applicable police department policy.

(d) *Form of claim.* Any claim for property shall be on such form or forms as shall be provided by the custodian, shall be in writing, and shall be signed by the claimant. The custodian may make any claim form available on the police department's website.

(e) *Evaluation of claim.* Each claim received by the custodian within the claim period as set forth herein shall be evaluated by the custodian, who shall review the claim document(s)

submitted, and may consult city records, other readily available public records or other documentation, and may consult with other persons who may have knowledge of the situation as may be required in investigating the validity of such claim. The custodian may at any time during the evaluation period request additional supporting documentation from the claimant.

(1) The custodian shall, within 30 days of receiving a claim, notify the claimant that the claim has been accepted, denied, or accepted in part and denied in part, except that if the nature of the claim is such that more than 30 days are required to investigate the claim or otherwise make a determination, the custodian shall notify the claimant of this fact, and shall give the claimant the expected date the claim will be resolved. Any denial notice shall state that the item or property will be held for 30 days from the date of the notice to allow for appeal of the custodian's decision in accordance with section 62-27-103(i), and then distributed or otherwise disposed of in accordance with the custodian's decision.

(f) *Competing claims.* In the event that more than one person files a claim for the same property, the custodian shall resolve any competing claims. The custodian may, in the course of resolving the competing claims, request additional supporting documentation, or consult with any knowledgeable person(s) for assistance. The custodian shall notify each claimant of the resolution of the claim. The notice shall state that the disputed property will be held for 30 days from the date of the notice to allow for appeal of the custodian's decision in accordance with section 62-27-103(i), and then distributed or otherwise disposed of in accordance with the custodian's decision. In the alternative, the custodian may resolve competing claims by depositing any or all of the disputed property with the registry of the district court in an interpleader or other action. Should the custodian petition any court to resolve any disputed claims, the custodian shall notify each claimant of this action.

(g) *Distribution.* In all cases, once the custodian has resolved a claim and there are no statutory or other prohibitions on release of the property, the property shall be distributed as soon as is practicable.

(h) *Procedure when claims are denied.* In the event that any claim or all claims filed are denied in whole or in part the remaining property shall become the sole property of the city and any claim to such property shall be deemed forfeited.

(i) *Appeal of denial of claim.* Any legal action challenging the denial by the custodian of a claim in whole or in part, or any legal action challenging a forfeiture, shall be filed pursuant to Rule 106 of the Colorado Rules of Civil Procedure within 30 days after the date of the custodian's notice, or after the date of the custodian's notification of the impending forfeiture, or shall be forever barred. If any legal action is timely filed, the property shall be disbursed or distributed by the custodian pursuant to the order of the court having jurisdiction over such claim.

(j) *Bond forfeited.* The forfeiture of any bond that is posted with the municipal court shall be done in compliance with municipal court standards.

(k) *Disposition.* If property held in custody remains unclaimed 30 days after such property is no longer required to be held in evidence pursuant to section 62-27-102, or 30 days after such property has come into the possession of the custodian, or 30 days after the mailing of any notice provided for in this section, whichever is the longest time, such property may be retained by the police department for use in training or for other official purposes, or disposed of from time-to-time by the custodian as follows:

(1) Any such unclaimed property may be transferred to the custody of the director who is authorized to retain and use or dispose of any property that becomes the property of the city under the provisions of this article. In the alternative, the custodian may deliver to the director an itemized inventory of property, after which the custodian may facilitate pickup or delivery of the items to the contractor responsible for auctioning surplus city property, or to another authorized party. Any such sale or other disposition of unclaimed property shall occur in accordance with the provisions of the purchasing and contracts ordinance.

(l) *Status of purchaser.* The purchaser of any unclaimed property that is sold by the city pursuant to the provisions of this article takes the property free of any and all claims of the owner or previous holder thereof and of all persons claiming through or under them.

(m) *Items of minimal value.* Notwithstanding any other provision of this article to the contrary, certain items of property having a minimal value which are not suitable for sale, and which can be used for the public's benefit, may be donated to a recognized charitable institution or nonprofit organization, if approved by the city manager, without having to comply with the provisions of this article. Such items may include, but are not necessarily limited to: toys, bicycles, clothing, bedding, and personal care items.

(n) *Appraisal of property.* The custodian may seek information about any item's value, or have any item appraised.

(o) *Cash.* Notwithstanding any other provision of this article, any cash that comes into the possession of the custodian may be placed into an interest bearing account, which interest shall accrue to the benefit of the city. The custodian shall work to determine the last known owner or otherwise evaluate any claims to the cash. If a determination of ownership is made, the custodian shall pay to the owner by check in U.S. funds, the amount originally deposited in the matter. If no rightful owner is determined, the city may retain the cash for use by the city, unless ordered to the contrary by a court of competent jurisdiction, or if such cash is subject to forfeiture under state or federal law, then the city shall disburse the cash in accordance with such court order or forfeiture law.

(p) *Notice.* All notices referred to in this article shall be in writing, be done by United States first class mail, postage prepaid, and sent to the last known address of the owner of the property as shown on readily available public records, or in the case of a claimant, to the address provided by the claimant.

(1) Notices placed on the police department's website shall be made in accordance with any applicable city or police department policy.

62-27-104. Rights of finder.

(a) Notwithstanding any other provision of this article to the contrary, whenever any property is lost or abandoned and has been found and delivered to the custodian for care, custody, and control, such property shall be returned to the original finder whenever a claim has been made by the finder and the following conditions have been met:

(1) The claimant is the person who originally found the lost or abandoned property;

(2) The claimant, after surrendering the property to the custodian, has filed a written claim on that item within 30 days of the surrender of the property;

(3) The lost or abandoned property has remained unclaimed by the owner or person having a right to such property for 30 days after the surrender of the property to the custodian; and

(4) The lost or abandoned property is not known by the custodian to be stolen, is not being held as evidence, and is not subject to the exceptions set forth below.

62-27-105. Exceptions.

(a) *Disposition of dangerous or worthless property.* The provisions of section 62-27-103 do not apply to the disposition of dangerous or worthless property. The custodian may destroy, or order destroyed, each and every article of the following described property which is not subject to the jurisdiction of any court or quasi-judicial authority: burglary tools; explosives; armor or bulletproof clothing; gambling apparatus; beer, wine, spirituous liquors or fermented malt beverages; cigarettes or tobacco products; soiled, bloody, or unsanitary clothing; solids or liquids of unknown or uncertain composition; drugs, medicines, pharmaceutical products, hallucinogenic substances, or hypodermic syringes or needles; obscene pictures, images, or objects contained in or on any media or format; any poisonous or noxious solids or liquids; or any other property which reasonably might result in injury to the health or safety of the public or be the subject of unlawful use.

(1) Notwithstanding the above, the custodian may, at their sole discretion, deliver to the director for auction in accordance with the purchasing and contracts ordinance any unopened fine wine, spirituous liquor, fermented malt beverage, or other alcoholic beverage which, in the opinion of the custodian, may be of value to connoisseurs.

(b) *Disposition of automobiles, stray animals, or certain other property.* The provisions of this article shall not apply to the sale of abandoned automobiles as addressed in the state statutes regarding the removal and disposal of abandoned vehicles; the disposition of lost or stray animals; or to the disposition of any property which is governed by the terms of any specific

ordinance or applicable statute.

(c) *Disposition of firearms, cartridges, ammunition, or other weapons except explosives.* The provisions of section 62-27-103 do not apply to the disposition of firearms, cartridges, ammunition, or other weapons. These items shall be disposed of as follows:

(1) *Dangerous, illegal, or contraband weapon.* Any weapon that is dangerous, illegal, or deemed to be contraband pursuant to state or federal law shall also be deemed forfeited and shall become the sole property of the city.

(2) *Lawful possession apparent.* If the custodian has determined that the item may be lawfully possessed by the owner or other person entitled to possession of the item, or if there exists a valid court order directing that the item be released to such person, the custodian shall release the item in accordance with the custodian's determination or the court order.

(3) *Lawful possession not apparent.* If the custodian has determined that the owner or other person thought to be entitled to possession of the item is no longer legally entitled to possession of the item pursuant to federal, state, or local law, and if there exists no valid court order directing that the item be released to any person, the item shall be disposed of as follows:

(i) The custodian shall notify the owner or other person thought to be legally entitled to possession of the item that the owner is no longer legally entitled to possess the item because of a legal disqualification. The notice shall contain a description of the item or items, along with a forfeiture notice as set forth in subsection 62-27-105(c)(5).

a) The owner or other person may, within 30 days of the date of the notification, appeal the disqualification decision as set forth in subsection 62-27-103(i), or file with the custodian a written designation of another person who does not reside with the owner or other person, as the third-party recipient of the item. If the written designation is not timely filed, any claim of ownership to such item shall be deemed to be waived, the item shall be deemed forfeited, and it shall become the sole property of the city.

i) The owner, other person, or third-party recipient shall, within 14 days of the designation, provide to the custodian all information necessary to determine if the recipient is qualified to possess the item. Should the necessary information not be provided, the claim to ownership of the item shall be deemed waived, the item shall be deemed forfeited, and it shall become the sole property of the city.

ii) Should the custodian determine the recipient is not legally

entitled to possession of the item the custodian shall notify the owner, other person and the third-party recipient of such fact. The owner or other person may, within 30 days of the date of the notification, file with the custodian a written designation of an alternate third-party recipient, which shall be processed as set forth in this subsection. If the written designation is not timely filed, any claim of ownership shall be deemed to be waived, the item shall be deemed forfeited, and it shall become the sole property of the city. Should the alternate recipient be deemed by the custodian as not legally entitled to the item, the item shall be deemed forfeited, and it shall become the sole property of the city.

iii) In the event any third-party recipient is deemed qualified to possess the item, the custodian shall release the item upon payment of all fees and costs incurred by the custodian in processing and investigating the release to the recipient.

(4) *Municipal court case.* In any matter where a firearm, cartridge, ammunition, or other weapon is seized during the investigation of a municipal ordinance violation, or seized in a situation where no charges are filed, the custodian may release the item in accordance with the law, except that if for any reason, the custodian is unable to determine whether the item may be lawfully released, or is otherwise unable to release the item for any reason, the municipal court shall, upon motion of the owner or the city attorney for disposition of said item, convene a hearing on the disposition of the item. After taking evidence on the disposition of the property, the court shall order the return or other disposition of each and every item in the custody of the custodian. The court may hold such an order in abeyance until after any relevant case in the court has been closed.

(5) *Notice and appeal.* In any case where a firearm, cartridge, ammunition, or other weapon is subject to impending forfeiture pursuant to subsections 62-27-105(c)(1) or (3), the custodian shall in any notification to an owner, other person, or third-party recipient, state that the item may be forfeited. The custodian may include a copy of section 62-27-105(c) in any written notice concerning a firearm, cartridge, ammunition, or other weapon to satisfy this requirement. In any case where a firearm, cartridge, ammunition, or other weapon is deemed forfeited, the custodian shall retain the forfeited item for 30 days after the date of the notification to allow for an appeal in accordance with subsection 62-27-103(i).

(6) *Competing claims.* In any case where there is a competing claim for a firearm, cartridge, ammunition, or other weapon, the claims shall be resolved in accordance with subsection 62-27-103(f).

(7) *Record to be kept.* In any case where a firearm, cartridge, ammunition, or other weapon is deemed forfeited, the custodian may:

(i) Order the item destroyed;

(ii) Order that the item be retained by the police department for use in training or for other official purposes; or

(iii) Following consultation with the director, order that the item be otherwise disposed of.

Whenever an item is retained by the police department for use in training or for other official purposes, the item shall be accounted for on the property records of the police department until such item is depleted or otherwise disposed of.

(8) Any release of a firearm, cartridge, ammunition, or other weapon must be done in accordance with applicable police department policy."

Section 5. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity of constitutionality of the remaining portions of this ordinance. The City Council declares it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 6. This ordinance shall be effective five days following publication.

INTRODUCED, READ, AND ORDERED PUBLISHED this 17th day of February, 2026.

PASSED, ADOPTED AND APPROVED this 3rd day of March, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

BY: _____

Publication Dates: February 19, 2026

March 5, 2026

Proposed Revisions to Chapter 62 of the Arvada City Code

CITY OF ARVADA

Background

- 2025 Supreme Court Decision -
  In re People v. Camp + In re People v. Simons

- Question at issue -
  Whether home-rule municipalities may sentence offenders in excess of the statutory sentencing caps in sections 18-1.3-501(1)(a.5), C.R.S. (2025), and 18-1.3-503(1.5), C.R.S. (2025), when the offender violates a municipal ordinance that corresponds to a state offense prohibiting identical conduct.

Holding & Impact to Municipal Court

- Applying a preemption analysis, the CO Supreme Court held that when a municipal ordinance and a state statute prohibit identical conduct, the municipal penalties for such conduct may not exceed the corresponding state penalties for that conduct.

- Ruling was made absolute - meaning it applies immediately.

- Code as currently written is in conflict with the CO Supreme Court's ruling

Changes in Municipal Court Sentencing

- We have modified our current sentencing to be in line with state sentencing laws when there is an equivalent state offense.
- Ex - Trespass - now limited to 10 days jail.

Revisions to Chapter 62

- Chapter 62 contains the majority of the City's criminal offenses (ex. Assault, theft, resisting arrest, etc.)
- The vast majority have state counterparts - could be prosecuted at either the city or state level
- City code is not currently structured like state law

CITY OF ARVADA

Revisions to Chapter 62

- Goal of the rewrite is to mirror Title 18 (“Criminal Code”) of the Colorado Revised Statutes (CRS)

- CRS Title 18 contains more than a list of criminal offenses
  - For example –
    - Article 1: Provisions Applicable to Offenses Generally
      - Part 1: Purpose & Scope of the Code…
      - Part 2: Jurisdiction & Place of Trial
      - Part 3: When Prosecution Barred…
      - Part 4: Rights of Defendant

CITY OF ARVADA

Revisions to Chapter 62

- Organization of Ch. 62 will mirror CRS Title 18, to include tripartite numbering

  Example - **Assault**
  Current Ordinance: 62-32
  State Law: 18-3-204
  New Ordinance: 62-3-204

Revisions to Chapter 62

Class	Maximum Penalty
Municipal Offense	364 days imprisonment; not more than a $2,650.00 fine; or both
Class 1 Misdemeanor	364 days imprisonment; not more than a $1,000.00 fine; or both
Class 2 Misdemeanor	120 days imprisonment; not more than a $750.00 fine; or both
Petty Offense	10 days imprisonment; not more than a $300.00 fine; or both
Municipal Infraction	Not more than a $100.00 fine

- Introduces offense classes
- Each offense will be clearly designated within its section

Ex. "62-3-204. Assault.

(a) Unlawful act. It shall be unlawful for any person to commit assault. A person commits assault if the person knowingly or recklessly causes bodily injury to another. This section shall not apply where serious bodily injury results, a deadly weapon is used, or the assault is otherwise felonious.

(b) Assault is a class 1 misdemeanor."

CITY OF ARVADA

Revisions to Chapter 62

- Chapter 62 currently contains 63 criminal charges

- 53 of the existing 63 charges remain on the books
  - 10 repealed for various reasons (ex. Overlap with LDC; no charges within 10+ years; sex offenses should all be prosecuted at the state level; etc.)

- Added 5 new charges
  - Third degree burglary; criminal tampering with a utility meter; failure to obey juror summons; & refusal to permit inspections; illegal possession of alcohol/marijuana by minor (moved from Chapter 6 of the City Code)

Questions?

CITY OF ARVADA

CITY OF ARVADA

REPORT TO CITY COUNCIL PUBLIC HEARING	AGENDA ITEM 10.C.

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: CB26-004, An Ordinance Repealing and Reenacting Section 59-3, Statement of Costs or Assessments, of Chapter 59, Municipal Liens, of the Arvada City Code to Account for Increased Administrative Costs in Processing Municipal Liens (Ordinance No. 4920) (Presenter: Bryan Archer CFO)

Report in Brief

PRESENTER: Bryan Archer CFO

The current language of Section 59-3 codifies a $50.00 administrative processing fee associated with the filing of certifications of debt or liens with the county treasurer. Recently, Jefferson County, Colorado increased its filing fees for those wishing to file a certification of debt or a lien. Due to this recent filing fee increase, the $50.00 administrative processing fee that the City charges to file liens will not be enough to cover the City's costs. If approved, the new section 59-3 will serve to increase the administrative processing fee and will also establish the fee in a fee schedule. The administrative processing fee's inclusion in a fee schedule will also allow the city to be more agile in responding to future fee increases at the county level.

The Arvada team recommends that the City Council approve An Ordinance Repealing and Reenacting Section 59-3, Statement of Costs or Assessments, of Chapter 59, Municipal Liens, of the Arvada City Code to Account for Increased Administrative Costs in Processing Municipal Liens.

Financial Impact

The estimated cost incurred by the City in 2024 was approximately $8,000.00 in lien processing costs. Based on projected volume and increased recording fees, the estimated cost in 2026 could reach over $20,000.00. Therefore, the City does not recommend rejecting this ordinance, as it would present a loss of City resources.

Background

The proposed ordinance reflects a Notice of Recording Fee Change – Effective July 1, 2025, and in compliance with Colorado Revised Statutes § 30-1-103, the recording fee structure for liens will be updated as follows: the current fee schedule of $13.00 for the first page and $5.00 for each additional page will be replaced with a flat fee of $43.00 per document. This change simplifies the recording fee process and applies to most recorded documents.

Currently, the City charges a $50.00 fee to process lien documents. This amount does not cover the City's internal staffing costs associated with processing these liens, nor does it fully account for the $43.00 pass-through recording fee. As a result, a revised fee is being recommended to more accurately reflect the true cost of service and will be updated on the City's fee schedule accordingly. There are several departments in the City that utilize filing a lien for collection of past due balances.

Discussion

Approving the ordinance will not only prevent the City from experiencing further losses from an inadequate administrative processing fee, but will also provide the City flexibility in responding to future fee increases at the county level. This fee increase is not intended to create a profit to the city, but is only to cover administrative costs associated with the filing of debt interests or liens with the county.

The administrative processing fee is intended to cover the original filing fee, as well as the subsequent filing fee associated with releasing the lien, as well as the costs the City incurs to prepare those documents. Prior to Jefferson County increasing the fee, there was a $13.00 filing fee with each of these documents. Beginning on July 1, 2025, the Jefferson County filing fee was increased to $43.00. If City Council does not pass this ordinance, there will be a loss of $36.00 per lien filed by the City under the current county fee structure, to say nothing of the administrative costs of preparing the filings.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

This action aligns with the Infrastructure Principle and the Vibrant Community and Neighborhoods in the City Council Strategic Plan:

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.

Supports equitable City policies, programs, and efforts to secure an economically, socially, and environmentally sustainable city.

Alternative Courses of Action

1. Approve the Ordinance, adopting the updated lien fee, which incorporates both the $43.00 pass-through recording fee mandated by CRS § 30-1-103 (effective July 1, 2025) and the City's internal staffing costs associated with processing liens. This updated fee will apply to those subject to an annual lien fee and will more accurately reflect the actual costs incurred by the City.
2. Do not approve the Ordinance. The city team does not recommend this alternative, the City would be required to continue absorbing both the state-mandated recording fee and the administrative burden, which is not sustainable.

Recommendation for Action

The Arvada team recommends that the City Council approve CB26-004, An Ordinance Repealing and Reenacting Section 59-3, Statement of Costs or Assessments, of Chapter 59, Municipal Liens, of the Arvada City Code to Account for Increased Administrative Costs in Processing Municipal Liens

Suggested Motion:

I move that CB26-004, An Ordinance Repealing and Reenacting Section 59-3, Statement of Costs or Assessments, of Chapter 59, Municipal Liens, of the Arvada City Code to Account for Increased Administrative Costs in Processing Municipal Liens, be (approved on final reading, numbered 4920 and ordered published by title only) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Jessica Morales, Deputy City Attorney	02/09/2026
Bryan Archer, Chief Financial Officer	02/10/2026
Tammy Hedlund, Legal Specialist	02/11/2026
Zachary Woolweaver, Assistant City Attorney I	02/12/2026
Rachel Morris, City Attorney	02/17/2026
Allison Scheck, Deputy City Manager	02/17/2026
Linda Haley, Deputy City Manager	02/17/2026
Don Wick, City Manager	02/17/2026

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 26-004
ORDINANCE NO. 4920

AN ORDINANCE REPEALING AND REENACTING SECTION 59-3, STATEMENT OF COSTS OR ASSESSMENTS, OF CHAPTER 59, MUNICIPAL LIENS, OF THE ARVADA CITY CODE TO ACCOUNT FOR INCREASED ADMINISTRATIVE COSTS IN PROCESSING MUNICIPAL LIENS

WHEREAS, the city of Arvada has the authority under C.R.S. §31-15-103, and otherwise under its authority as a Home Rule city to establish ordinances, regulations, and procedures that protect life and property; and

WHEREAS, the City Council finds it is important for the City to frequently review, update, and correct language in its code of ordinances; and

WHEREAS, the following section is being amended to account for increased administrative costs associated with the processing of municipal liens.

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

Section 1. Section 59-3, Statement Of Costs Or Assessment, of Chapter 59, Municipal Liens, of the Arvada City Code is hereby repealed and reenacted in its entirety to read as follows:

"Sec. 59-3. Statement of costs or assessment.

The finance director or designee shall send to the owner of record or business owner by first class mail a statement of costs or assessment which reflects the monetary value of the municipal services performed or the amount of money due and owing to the city. The statement of costs or assessment is due and payable to the city within 30 days from the date of the statement. A failure by the owner of record or business owner to pay the statement of costs or assessment constitutes a debt due and owing to the city. Interest on any unpaid balance due to the city shall accrue at the legal rate specified in C.R.S. §5-12-101, as amended. The city reserves the right to recover the monetary amount in the statement of costs or assessment in the manner provided by law including this chapter or in any court of competent jurisdiction.

(a) If the owner of record or business owner fails to pay the entire amount according to the statement of costs, including applicable interest, the city may file a lien or certification of debt to the county treasurer pursuant to section 59-4. The owner of record or business owner shall also be assessed an administrative processing fee in accordance with the administrative fee schedule established by the city. This fee shall cover the costs of the notice and filing the lien or certification to the county treasurer."

Section 2. Severability. Should any provision of this ordinance be declared by a court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or

any part thereof, other than the part so declared unconstitutional or invalid. The City Council declares it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. This Ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 17th day of February, 2026.

PASSED, ADOPTED AND APPROVED this 3rd day of March, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

BY: _____

Publication Dates: February 19, 2026
March 5, 2026

REDLINE/~~STRIKETHROUGH VERSION~~

FOR INFORMATION ONLY -- NOT PART OF THE ORDINANCE

Underlined indicates new material
~~Strikethrough~~ indicates deleted material

Sec. 59-3. ~~--~~Statement of costs or assessment.

The finance director or designee shall send a statement of costs or assessment which reflects the monetary value of the municipal services performed or the amount of money due and owing to the city to the owner of record or business owner by first class mail. The statement of costs or assessment is due and payable to the city within 30 days from the date of the statement. A failure by the owner of record or business owner to pay the statement of costs or assessment constitutes a debt due and owing to the city. Interest on any unpaid balance due to the city shall accrue at the legal rate specified in C.R.S. § 5-12-101, as amended. ~~An administrative processing fee shall be charged in the amount of $50.00 or five percent of the unpaid amount, including interest, whichever is greater, which shall cover the costs of the notice and filing the lien or certification to the county treasurer.~~ The city reserves the right to recover the monetary amount in the statement of costs or assessment in the manner provided by law including this chapter or in any court of competent jurisdiction.

(a) If the owner of record or business owner fails to pay the entire amount according to the statement of costs, including applicable interest, the city may file a lien or certification of debt to the county treasurer pursuant to section 59-4. The owner of record or business owner shall also be assessed an administrative processing fee in accordance with the administrative fee schedule established by the city. This fee shall cover the costs of the notice and filing the lien or certification to the county treasurer.

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 10.C.1.

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: R26-021, A Resolution Adopting a Revised Administrative Fee Schedule for the City Clerk (Presenter: Zach Woolweaver, Asst. City Attorney)

Report in Brief

Presenter: Zach Woolweaver, Asst. City Attorney

The Clerk's Administrative Fee Schedule was last revised in 2014 and it is out of date. There are services included in the currently adopted Administrative Fee Schedule that the City no longer offers due to obsolescence, such as passport photo services, CD or DVD duplication, or printed copies of the City Charter. Additionally, if CB26-004 is approved by Council, the City will need to revise the Clerk's Administrative Fee Schedule to include the Administrative Processing Fee included in the new language.

The Arvada team recommends that the City Council approve R26-021, A Resolution Adopting a Revised Administrative Fee Schedule for the City Clerk.

Financial Impact

The proposed fees in the revised version of the Administrative Fee Schedule are reflective of the costs to the City Clerk's office in providing the service. Many of the current fees are unchanged, but those that have increased have only done so due to rising costs of providing the relevant service.

The Administrative Processing Fee has been set to account for staff time and materials, as well as the two recording fees that will be assessed by the county when the City files a municipal lien and then eventually files a lien release. As it currently stands, the City is losing nearly $100 per lien filed.

Background

The City Clerk has historically offered many services to members of the public related to the Clerk's core functions, but in a rapidly changing world the public's desire for such services changes as well. Due to declining demand, the City Clerk's Administrative Fee Schedule has not been revised since 2014 and is out of date. The Administrative Fee Schedule was initially reviewed as a part of the Arvada Teams due diligence related to publishing the Administrative Processing Fee in the proposed new language of A.C.C. 59-3, and additional deficiencies can be corrected if City Council approves this resolution.

Discussion

The public is best served when the City's fee schedules are concise, accurate, and reflective of services the City can actually support. There are minimal increases in the proposed revisions, other than the Administrative Processing Fee, which is by in large set at the county level by virtue of their recording fees.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

n/a

Strategic Alignment

This fits into the City's Strategic Plan by providing transparency and accessibility of fees to interested members of the public.

Alternative Courses of Action

There are no reasonable alternatives. The Administrative Fee Schedule needs to be revised.

Though the Arvada team considers the proposed fee reasonable, If City Council has concerns regarding the Administrative Processing Fee, the Arvada team can reconvene at a later date to propose an alternative after receiving City Council's feedback.

Recommendation for Action

The Arvada team recommends that the City Council approve R26-021, A Resolution Adopting a Revised Administrative Fee Schedule for the City Clerk.

Suggested Motion:

I move that R26-021, A Resolution Adopting a Revised Administrative Fee Schedule for the City Clerk, be (approved) (rejected).

Prepared by:
Zachary Woolweaver, Assistant City Attorney I

Reviewed by:

Approved by:

Tammy Hedlund, Legal Specialist	02/12/2026
Kristen Rush, City Clerk	02/12/2026
Bryan Archer, Chief Financial Officer	02/13/2026
Rachel Morris, City Attorney	02/17/2026
Allison Scheck, Deputy City Manager	02/17/2026
Linda Haley, Deputy City Manager	02/17/2026
Don Wick, City Manager	02/17/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-021

A RESOLUTION ADOPTING A REVISED ADMINISTRATIVE FEE SCHEDULE FOR THE CITY CLERK

WHEREAS, pursuant to Arvada City Code § 2-261(a), the City may establish such administrative fees as proposed by the City Clerk, approved by the City Manager, and adopted by City Council; and

WHEREAS, the City Clerk last updated its administrative fee schedule in 2014; and

WHEREAS, the City's has stopped offering many of the services included on the current fee schedule due to obsolescence; and

WHEREAS, in approving CB26-004, City Council has approved a recent revision to Arvada City Code 59-3, which refers to an "Administrative Processing Fee," which is not listed in the current Administrative Fee Schedule; and

WHEREAS, it is in the best interest of the City to adopt a revised Administrative Fee Schedule setting forth reasonably updated Fees to accurately reflect the services offered by the City and the costs associated with them.

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

Section 1. Pursuant to Arvada City Code § 2-261(b), the City Council of the City of Arvada hereby adopts the attached Administrative Fee Schedule for the City Clerk establishing reasonable fees for the City Clerk's various services.

Section 2. This Resolution will only be considered by City Council in the event CB26-004, "An Ordinance Repealing and Reenacting Section 59-3, Statement of Costs or Assessments, Of Chapter 59, Municipal Liens, of the Arvada City Code to Account for Increased Administrative Costs in Processing Municipal Liens" is approved and adopted.

Section 3. This resolution shall be effective five days after the publication following final passage of CB26-004, "An Ordinance Repealing and Reenacting Section 59-3, Statement of Costs or Assessments, Of Chapter 59, Municipal Liens, of the Arvada City Code to Account for Increased Administrative Costs in Processing Municipal Liens."

APPROVED AND ADOPTED this 3rd day of March, 2026.

_____

Lauren Simpson, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By:_____

CITY OF ARVADA

ADMINISTRATIVE FEE SCHEDULE

The following fees are hereby set in accordance with Chapter 2, Article X, Sections 2-261, 2-262 and 2-263 of the Arvada City Code as adopted October 23, 1995, and as amended and effective March __, 2026

ADMINISTRATIVE PROCESSING FEE under A.C.C. 59-3(a)	Twice the then current recording fees set by the county in which the property is located plus $50.00
CITY CODE and/or CITY CODE SUPPLEMENTS – Purchased through Municipal Code Corporation	Actual Cost
COMPREHENSIVE PLAN BOOK	$57.25
DISHONORED CHECK FEE	$25.00
DOCUMENT CERTIFICATION	$2.00
LAND DEVELOPMENT CODE BOOK	$87.75
LAND DEVELOPMENT CODE CD	$5.00
MAINTENANCE OF ESCROW ACCOUNT ANNUAL FEE (Finance Dept.)	$25.00
MAPS Black & White Color	24”x36” $10.00 36”x64” $15.00 24”x36” $15.00 36”x64” $20.00
PARKING ENFORCEMENT-APPEAL FEE FOR CIVIL CITATION. Note that this fee only applies to those violations contained within Division 1 of Article IV of Chapter 54, Motor Vehicles and Traffic and only applies to the "appeal" fee, not the dispute fee. The dispute fee is the first appeal of the civil citation and there is no charge for that. This is an appeal of the "dispute" fee. Fees and costs associated with all other parking violations are set by the Municipal Court.	$50.00 non-refundable
PHOTOCOPIES Documents – black and white Documents – color CORA	 $0.25/ each page $1.00/each page $25.00/hour
REQUESTS FOR RECORDS Research/Retrieval/Review/Production/Supervision of Inspection – by department staff Review by Senior Attorney in Legal Department	 $25.00/hour No charge for first hour Billed in 15-minute increments at $50.00/hour
VERBATIM TRANSCRIPTS	Actual Cost

_____

Don Wick, City Manager

CITY OF ARVADA

ADMINISTRATIVE FEES

The following fees are hereby set in accordance with Chapter 2, Article X, Sections 2-261, 2-262 and 2-263 of the Arvada City Code as adopted October 23, 1995, and as amended and effective March 6, 2014

PHOTOCOPIES: Documents – black and white Documents - color Microfilm	 $ .25/each page $ 1.00/each page $ 2.00
PASSPORT PHOTOS	$10.00
DVD/CD CREATION OR DUPLICATION	$ 5.00
DOCUMENT CERTIFICATION	$ 2.00
CITY CODE AND/OR CITY CODE SUPPLEMENTS – Purchased through Municipal Code Corporation	Actual Cost
CITY CHARTER	$10.00
COMPREHENSIVE PLAN BOOK	$25.00
LAND DEVELOPMENT CODE BOOK	$50.00
LAND DEVELOPMENT CODE CD	$ 5.00
VOTER INFORMATION BY CITY OR DISTRICT VOTER INFORMATION REQUIRING DATA MANIPULATION	$10.00 per disk $25.00/HR staff time plus disk charge
MAPS: City Map (B&W or Color) Zoning Map Subdivision Map Current Development Map Land Use Map Print on HP or Oce: Line coverage 24"x36" or smaller Line coverage 36"x48" or larger Print on HP or Oce: Solid coverage 24"x36" or smaller Solid coverage 36"x48" or larger	 24"x36" $10.00 36"x64" $20.00 24"x36" $10.00 24"x36" $2.00 36"x64" $5.00 24"x36" $2.00 24"x36" $10.00 $2.00 $5.00 $10.00 $20.00
DISHONORED CHECK FEE	$25.00
VERBATIM TRANSCRIPTS: Prepared by City Staff – double spaced Prepared by outside firm	 $10.00/page Actual cost
REQUESTS FOR RECORDS: Research/ Retrieval/ Review/Production/ Supervision of Inspection - by departmental staff Review by Senior Attorney in Legal Department	 $25.00/hr. No charge for first hour Billed in 15 minute increments at $50.00/hour
PARKING ENFORCEMENT – APPEAL FEE FOR CIVIL CITATION. Note that this fee only applies to those violations contained within Division 1 of Article IV of Chapter 54, Motor Vehicles and Traffic and only applies to the "appeal" fee, not the dispute fee. The dispute fee is the first appeal of the civil citation and there is no charge for that. This is an appeal of the "dispute" fee. Fees and costs associated with all other parking violations are set by the Municipal Court.	$50.00 non-refundable
MAINTENANCE OF ESCROW ACCOUNT ANNUAL FEE (Finance Dept.)	$25.00

Mark Deven, City Manager

CITY OF ARVADA

REPORT FROM CITY COUNCIL

AGENDA ITEM 12.A.

DATE: March 3, 2026

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 E-470 Authority (Alternate) *Metro Mayors' Caucus Olde Town Business Improvement (BID)(Alternate) Urban Drainage and Flood Control District West Connect Coalition
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 Economic Development Association Board Arvada Fire Protection District Coordinating Committee Arvada Visitors Center Committee (Alternate) Bond Oversight Committee CML Policy Committee Denver Regional Council of Governments (DRCOG) (Alternate) Jefferson County R-1 Schools Coordinating Committee

Sharon Davis	Apex Coordinating Committee Arvada Fire Protection District Coordinating Committee Arvada Municipal Court/Judicial Committee Denver Regional Council of Governments (DRCOG) E-470 Authority (Alternate) Jefferson County Community Corrections Board Jefferson Economic Development Council (JEDC) Jeffco Transportation Action & Advisory Group (JEFFTAAG)
Bob Fifer	Arvada City Attorney Committee Arvada Transportation Committee Jefferson Parkway Public Highway Authority Northwest Parkway Authority (Alternate) Smart City Advisory Committee
Michael Griffith	Adams County Regional Economic Partnership (ACREP) (Alternate) Arvada Audit Committee Arvada Chamber of Commerce Government Affairs Committee Housing Advisory Committee Jeffco Transportation Action & Advisory Group (JEFFTAAG) (Alternate) Jefferson County Community Corrections Board (Alternate) Smart City Advisory Committee West Connect Coalition (Alternate)
Rebecka Lovisone	Bond Oversight Committee Jefferson County R-1 Schools Coordinating Committee Olde Town Business Improvement (BID)

*asterisked committees are not appointed by Council

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 13.A.

TO: THE HONORABLE CITY COUNCIL DATE: March 3, 2026

SUBJECT: Review of Future Workshops and Presentations

Report in Brief

The City Manager's Office maintains a list of upcoming workshops and presentations to be scheduled for City Council meetings. During City Manager Reports, at the end of City Council business meetings, City Manager Don Wick, will review with City Council the tentative schedule and make any adjustments necessary.

Prepared by:
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Reviewed by:

Approved by:

Rachel Morris, City Attorney	02/05/2026
Allison Scheck, Deputy City Manager	02/17/2026
Linda Haley, Deputy City Manager	02/17/2026
Don Wick, City Manager	02/17/2026

Enclosure, exhibits & attachments required to support the report

2026 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Polling for Streets Funding	**Mar 10**	CMO
Solid Waste Rates and Fees	**Mar 10**	INFRA
Business meeting – no workshops	**Mar 24**	
Annual Update for City Attorney's Office	**Apr 14**	CAO
Annual Update for Municipal Court	**Apr 14**	MC
SW Rate Structure	**Apr 28**	INFRA
ADA Transition Plan Updates	**Apr 28**	INFRA
W/WW/SW Rates and Fees – Why and How	**May 12**	INFRA
Harvard Bloomberg Innovation Project	**May 26**	
System Development Charges	**June 9**	INFRA
No meeting – CML Conference	**June 23**	
No Meeting – Appointee Evaluations	**July 14**	
W/WW/SW Rates and Fees – Financial Scenario	**July 28**	INFRA
W/WW/SW Rates and Fees – Final Scenario	**Aug 25**	INFRA
	Sept 8	
Place holder for additional W/WW/SW Rates and Fees (if needed)	**Sept 22**	INFRA
	Oct 13	
	Oct 27	
	Nov 10	
No Meeting – Holiday Week	**Nov 24**	
Infrastructure Annual Report	**Dec 8**	INFRA
No Meeting – Holiday Week	**Dec 22**	
End of Year City Council Strategic Plan Update	**TBD**	CMO
Building Code Update	**TBD**	CED
Parks Master Plan	**TBD**	VCN
Pavement Program	**TBD**	INFRA
PRESENTATIONS		
STUDY SESSIONS		
Metro Districts	**March 24**	CED/Legal
City Expenditures, BID and Chamber funding	**TBD**	Finance
Waste Diversion Plan	**TBD**	INFRA
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		

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