City of Arvada
City Council Agenda
MAY 19, 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. April 28, 2026 and May 5, 2026, City Council Meetings
5. Recognitions and Communications
   A. Recognition of Deborah Pearson for Design Review Commitee - Presented by Councilmember Lovisone
   B. Recognition of Steven Hannan for Planning Commission - Presented by Mayor Pro Tem Moorman
   C. Recognition of Cheryl Cheney for Building Code Advisory Board - Presented by Councilmember Davis
   D. Recognition of Cyndi Stovall, Terri Binder & Jon Girand for Transportation Committee - Presented by Councilmember Fifer
   E. Proclamation for National Preservation Month - Presented by Councilmember Griffith
   F. Proclamation for National Gun Violence Awareness Day - Presented by Councilmember Lovisone
6. Presentations
   A. 2026 State Legislative Session Wrap-Up
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business

A. Consent Agenda

1. R26-037, A Resolution Authorizing an Agreement Between the City of Arvada and Brannan Construction Company for Construction Services Related to the Pomona Water Main Replacement Project, Project No. 26-WA-01, in an Amount not to Exceed $2,074,469.00
2. R26-038, A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and the City of Westminster for Waterline Improvements in Connection with the City of Arvada's North Trunk Sewer Improvements – Sheridan & 76th – Project No. 23-SR-03
3. R26-039, A Resolution Granting a Non-Exclusive Public Utility Easement to the Public Service Company of Colorado (Xcel Energy) to Service Utility Lines and Related Fixtures and Devices at 6901 Wadsworth Blvd, Arvada CO 80003

B. Resolutions

1. R26-040, A Resolution Authorizing an Intergovernmental Agreement between the City of Arvada, Arvada Fire Protection District, and City of Golden for the Use of a Co-Responder & Mental Health Case Management System provided by the company "Julota" (Presenter: Padraic Emerine, Senior Assistant City Attorney; Commander Melanie Thornton)
2. R26-041, A Resolution Authorizing Contract Amendment #7 to a State of Colorado Behavioral Health Administration Contract #23 IBEH 174364 to Provide Grant Funding to the City for the Arvada Police Department CO-Responder Program (Presenter:: Padraic Emerine, Sr. Asst. City Attorney)

C. Ordinances (First Reading)

1. CB26-018, An Ordinance Amending Section 102-182, Water Surcharges, of Chapter 102, Utilities, of the Arvada City Code (Public Hearing to be set for June 16, 2026 at 6:15 p.m.)
2. PROJECT: Barber-Nichols Plant Expansion #2, for an Annexation and a Rezoning. A 1.793 Acre Parcel of Land approximately located at 6290 W 56th Ave

A. CB26-019, An Ordinance Annexing Certain Land into the City of Arvada, Barber Nichols Plant Expansion #2, a 1.793 Acre Parcel of Land Located 6290 W 56th Ave, in the County of Jefferson, State of Colorado (Public hearing set for June 16, 2026 at 6:15 p.m.)

B. CB26-020, An Ordinance Rezoning Certain Land within the City of Arvada, Barber Nichols Plant Expansion #2, from Jefferson County R-2 to City of Arvada IL (Light Industrial) and Amending the Official Zoning Maps of the City of Arvada, Colorado, a 1.793 Acre Parcel of Land Located at 6290 W 56th Ave, in the County of Jefferson, State of Colorado (Public Hearing to be set for June 16, 2026 at 6:15 P.M.)

9. Other

A. Appointment to the Metro Water Recovery Board of Directors

B. Appointment to Boards and Commissions

10. Public Hearings - 6:15 PM

A. PROJECT: Candelas Parcels 1-2, 1-5, and 1-6 Rezoning, generally located at the northeast intersection of Highway 72 and Highway 93 **(TO BE CONTINUED TO JULY 7, 2026)**

1. CB26-012, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Parcel 1-2, from City of Arvada PUD (Planned Unit Development) to City of Arvada R-24 (Residential 24) and Arvada CG (Commercial General), and Amending the Official Zoning Maps of the City of Arvada, Colorado (Ordinance No. 4928) (Presenter: Rob Smetana, Planning Manager) **(TO BE CONTINUED TO JULY 7, 2026)**
2. CB26-013, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Parcel 1-5, from City of Arvada PUD (Planned Unit Development) to City of Arvada R-13 (Residential 13), and Amending the Official Zoning Maps of the City of Arvada, Colorado, a 26.68 Acre Parcel of Land Located at the Northeast Corner of the Intersection of Highway 72 and Highway 93 (Ordinance No. 4929) (Presenter: Rob Smetana, Planning Manager) **(TO BE CONTINUED TO JULY 7, 2026)**

3. CB26-014, An Ordinance Rezoning Certain Land within the City of Arvada, Candelas Parcel 1-6, from City of Arvada PUD (Planned Unit Development) to City of Arvada R-6 (Residential 6), and Amending the Official Zoning Maps of the City of Arvada, Colorado, a 35.33 Acre Parcel of Land Located at the Northeast Corner of the Intersection of Highway 72 and Highway 93 (Ordinance No. 4930) (Presenter: Rob Smetana, Planning Manager) **(TO BE CONTINUED TO JULY 7, 2026)**

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 SPECIAL MEETING OF THE ARVADA CITY COUNCIL HELD APRIL 28, 2026

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

2. Moment of Reflection and Pledge of Allegiance

3. Roll Call of Councilmembers

Those Present: Mayor Lauren Simpson, Mayor Pro Tem Randy Moorman, Councilmember Shawna Ambrose, Councilmember Bob Fifer, Councilmember Michael Griffith, Councilmember Rebecka Lovisone.

Councilmember Fifer moved to excuse Councilmember Davis from the meeting.

The following votes were cast on the Motion:
Those voting Yes: Simpson, Moorman, Ambrose, Fifer, Griffith, Lovisone
Those Absent: Davis
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, Sean Starr, Communications Manager, Vibrant Communities and Neighborhoods and Kristen Rush, City Clerk.

4. Motion
   A. Motion to Authorize Retention of an Outside Investigator and/or Outside Counsel to Pursue an Investigation and Administrative Process under Arvada's Code of Ethics.

Councilmember Fifer moved to Authorize Retention of an Outside Investigator and/or Outside Counsel to Pursue an Investigation and Administrative Process under Arvada's Code of Ethics..

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

16. Adjournment at 6:10 p.m.

_____
Lauren Simpson, Mayor

SEAL:

_____
Kristen R. Rush, City Clerk

CITY OF ARVADA

SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD MAY 5, 2026

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

2. Moment of Reflection and Pledge of Allegiance

3. Roll Call of Councilmembers

Those Present: Mayor Lauren Simpson, Mayor Pro Tem Randy Moorman, Councilmember Shawna Ambrose, Councilmember Sharon Davis, Councilmember Bob Fifer, , Councilmember Rebecka Lovisone.

Councilmember Fifer moved to excuse Councilmember Griffith from the meeting.

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

Also Present: Don Wick, City Manager, Rachel Morris, City Attorney, Linda Haley, 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 – None

5. Recognition and Communication

A. Proclamation for Provider Appreciation Day

Councilmember Ambrose read the proclamation and said that City Council proclaims May 8, 2026, as Provider Appreciation Day.

Lisa Jansen Thompson, Executive Director of the Early Childhood Partnership of Adams County and Julia Brink, Director of Workforce Development for Triad Early Childhood Council, were present to accept the proclamations.

B. Proclamation for Poppy Month

Councilmember Davis read the proclamation and said that City Council proclaims May, 2026 as Poppy Month in Arvada. Members of the American Legion Auxiliary Wilmore-Richter Unit 161 were present to accept the proclamation.

C. Proclamation for Mental Health Month

Councilmember Fifer read the proclamation and said that City Council proclaims May 2026 as Mental Health Month.

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

D. Proclamation for Economic Development Week

Councilmember Lovisone read the proclamation and said that City Council proclaims the week of May 4-8, 2026 as Economic Development Week.

Members of the AEDA Board were present to accept the proclamation.

E. Proclamation for Building Safety Month

Mayor Pro Tem Moorman read the proclamation and said that City Council proclaims the month of May 2026 as Building Safety Month.

Team members from the Building Safety Division and Arvada Fire were present to accept the proclamation.

F. Proclamation for ALS Awareness Month

Councilmember Ambrose read the proclamation and said that City Council proclaims May 2026 as ALS Awareness Month.

Tami Anderson, Senior Development Manager with ALS United Rocky Mountain was present to accept the proclamation.

G. Proclamation for Drinking Water Week

Councilmember Davis read the proclamation and said that City Council will proclaim May 3-9, 2026, as Drinking Water Week.

Infrastructure team members were present to accept the proclamation.

H. Proclamation for Affordable Housing Month

Councilmember Fifer read the proclamation and said that City Council proclaims May 2026 as Affordable Housing Month. Sam Bradley, Housing Development Specialist, was present to accept the proclamation.

6. Presentation –

A. Arts & Culture Commission Presentation

Adelle Burton and Arts & Culture Commission members Kimberly Wagner and Tory Fink presented an overview of the commission's recent work and strategic priorities for the coming year. Topics discussed included the commission's annual operations, updates on upcoming initiatives, highlights from past projects, and other arts and culture priorities for the City of Arvada.

7. Public Comment
   - A. Renee Azerbegi, Arvada resident, addressed council regarding the Climate and Sustainability Action Plan.
   - B. Dar-Lon Chang, Arvada resident, addressed council regarding the Climate and Sustainability Action Plan.
   - C. Judy Douglas, Arvada resident, addressed council regarding housing.
   - D. Patty Shannon, Arvada resident, addressed council regarding evacuation plans for west Arvada.
   - E. Julie Callahan, Arvada resident, addressed council regarding the Climate and Sustainability Action Plan.
   - F. Mindy Mohr, Arvada resident, addressed council regarding the Welby Gardens public hearing.
   - G. Robert Slay, Arvada resident, addressed council regarding the Welby Gardens public hearing.
   - H. Todd Nicotra, Denver resident, addressed council regarding a reconsideration of the Welby Gardens Conditional Use Permit.
   - I. Andrew Johnson, Denver resident, addressed council regarding a reconsideration of the Welby Gardens Conditional Use Permit.

8. New Business
   - A. Consent Agenda –
     1. R26-034 A Resolution Authorizing an Agreement Between the City of Arvada and Olsson, Inc., for Design Services Relating to the Leyden Road Improvements in an Amount not to Exceed $899,738.00
     2. R26-035 A Resolution Accepting an Annexation Petition for Certain Land Into the City of Arvada, Barber Nichols Plant Expansion #2, a 1.793 acre parcel of land located at 6290 W. 56th Ave, in the 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 June 16, 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

Councilmember Fifer moved that R26-034, A Resolution Authorizing an Agreement Between the City of Arvada and Olsson, Inc., for Design Services Relating to the Leyden Road Improvements in an Amount not to Exceed $899,738.00; R26-035, A Resolution Accepting an Annexation Petition for Certain Land Into the City of Arvada, Barber Nichols Plant Expansion #2, a 1.793 acre parcel of land located at 6290 W. 56th Ave, in the 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 June 16, 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, be approved.

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

B. Resolutions –

1. R26-036 A Resolution Authorizing an Intergovernmental Agreement by and between Apex Park and Recreation District and the City of Arvada for the Activation and Operation of a Disaster Resource Center in the Event of an Emergency

Brian Wilkerson, Emergency Manager, reviewed this resolution with council.

Councilmember Davis moved that R26-036, A Resolution Authorizing an Intergovernmental Agreement by and between Apex Park and Recreation District and the City of Arvada for the Activation and Operation of a Disaster Resource Center in the Event of an Emergency, be approved.

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

2. R26-009 A Resolution Repealing the Current City Council Rules of Procedures Governing Meetings and Adopting City Council Bylaws (TO BE POSTPONED INDEFINITELY)

Rachel Morris, City Attorney, discussed postponing this item indefinitely.

Councilmember Fifer moved that R26-009, A Resolution Repealing the Current City Council Rules of Procedures Governing Meetings and Adopting City Council Bylaws, be postponed indefinitely.

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

C. Ordinances (First Reading) -

1. CB26-017 An Ordinance Rezoning Certain Land Within the City of Arvada, Lots 1, 2, 3, & 4, Block 1, of Candelas 93-72 South Filing No. 1 from City of Arvada PUD-BP (Planned Unit Development) to City of Arvada CG (Commercial, General), and Amending the Official Zoning Maps of the City of Arvada, Colorado, a parcel of land Generally located at the

Southeast Corner of SH-93 and SH-72 (Public Hearing to be set for June 16, 2026 at 6:15 P.M.)

Mayor Pro Tem Moorman moved that CB26-017, An Ordinance Rezoning Certain Land Within the City of Arvada, Lots 1, 2, 3, & 4, Block 1, of Candelas 93-72 South Filing No. 1 from City of Arvada PUD-BP (Planned Unit Development) to City of Arvada CG (Commercial, General), and Amending the Official Zoning Maps of the City of Arvada, Colorado, a parcel of land Generally located at the Southeast Corner of SH-93 and SH-72, be approved on first reading, ordered published in full and a public hearing set for June 16, 2026, at 6:15 p.m.

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

9. Other -

A. Motion to cancel June 2, 2026 City Council Business Meeting

Councilmember Fifer moved to cancel the June 2, 2026 City Council Meeting.

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

10. Public Hearings –

A. CB26-016 An Ordinance Repealing, Retitling, and Reenacting Chapter 94, Article II, Construction and Repair of Sidewalks, etc., of the Arvada City Code (Ordinance No. 4932)

Mayor Simpson opened the public hearing on CB26-016

Chris Lisberg, Assistant City Engineer, reviewed this ordinance with council.

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

Mayor Pro Tem Moorman moved that CB26-016, An Ordinance Repealing, Retitling, and Reenacting Chapter 94, Article II, Construction and Repair of Sidewalks, etc., of the Arvada City Code, be approved on final reading, numbered 4932 and ordered published by title only.

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

11. Other - None

12. Public Comment - Five Minute Limit –

13. City Council Reports –

A. Mayor Pro Tem Moorman congratulated the Arvada Center for their production of Come Fly Away.
B. Councilmember Ambrose thanked Mayor Pro Tem Morman and Councilmember Davis for their support at the Bulldog Bustle.
C. Councilmember Ambrose said that Second Saturdays are starting back up in Olde Town on May 9.
D. Councilmember Davis invited everyone to the Historical Society's Allen House Open House on June 13th from 11 a.m to 2 p.m., next to Arvada West High School.
E. Councilmember Davis said that the Arvada Center has an informational exhibit on Rocky Flats
F. Councilmember Lovisone said that there would be some pavement sealing and a bit of a facelift in Olde Town from May 11 to May 16, weather permitting.
G. Mayor Simpson said that on May 9, Arvada PD will be installing free vehicle trackers for members of the community.
H. Mayor Simpson said that weather permitting, the Chamber awards are tomorrow, May 6.
I. Mayor Simpson wished everyone a Happy Mother's Day on Sunday.

14. City Manager Reports –

Don Wick, City Manager, reviewed the upcoming workshop schedule.

15. City Attorney Reports – None

16. Adjournment at 7:55 p.m.

_____
Lauren Simpson, Mayor

SEAL:

_____
Kristen R. Rush, City Clerk

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 5.A.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: Recognition of Deborah Pearson for Design Review Commitee - Presented by Councilmember Lovisone

Report in Brief

Tonight we recognize Deborah Pearson for her years of service to the Design Review Committee. As an advisory committee to the City Council, the Design Review Advisory Committee (DRC) reviews applications for land use activities within the Olde Town Zoning District to ensure compliance with the Design Guidelines for Olde Town Arvada. The Committee also provides input on updates and refinements to the Design Guidelines as needed. Membership is intended to reflect a range of expertise, including history, architecture, landscape architecture, architectural history, and prehistoric or historic archaeology, as well as a strong interest in the character and preservation of Olde Town Arvada.

Ms. Pearson was re-appointed to the Committee in 2013 as an Olde Town Resident Representative after already serving terms previously. Ms. Pearson was one of the original community members that worked with staff to create the Olde Town Guidelines. She has shown her love for Olde Town through dedication, years of service and thoughtful discussions about developments.

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager	04/10/2026
Rob Smetana, Planning Manager	04/10/2026
Jessica Garner, Director of Community and Economic Development	04/10/2026
Gail Walker, Legal Specialist-Contracts	04/28/2026
Kelsy Sargent, Assistant City Attorney	04/28/2026
Rachel Morris, City Attorney	04/28/2026
Allison Scheck, Deputy City Manager	04/29/2026
Don Wick, City Manager	04/29/2026

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: May 19, 2026

SUBJECT: Recognition of Steven Hannan for Planning Commission - Presented by Mayor Pro Tem Moorman

Report in Brief

Tonight, we proudly recognize Steven Hannan for his remarkable and dedicated service to the Arvada Planning Commission. The Planning Commission serves as a vital advisory body to the City Council, carefully reviewing annexations, rezonings, subdivisions, planned unit developments, and shaping the long-range vision for our community. The work of this Commission directly influences the growth, character, and future of the City of Arvada.

Mr. Hannan served with distinction on the Planning Commission for 13 years, from April 2013 to April 2026. During that time, he thoughtfully reviewed countless development proposals and played an integral role in guiding the evolution of our city. His contributions have left a lasting imprint, and he can truly take pride in helping shape Arvada's future.

His commitment was not only measured in years, but in consistency and reliability. With an outstanding 91% attendance rate over the past five years, Mr. Hannan demonstrated a deep sense of responsibility and dedication. Staff and fellow commissioners alike knew they could depend on him not just to be present, but to engage thoughtfully and contribute meaningfully to every discussion.
Among the many impactful efforts he helped guide are several notable projects and initiatives, including the Comprehensive Plan Update in 2014, the Walmart development, the Arvada Triangle Redevelopment, the Candelas Master Plan, the Whisper Creek Final Development Plan, multiple fire and police stations, the Apex Field House, the Hilton Garden Inn, Olde Town Residences, and the Land Development Code rewrite in 2020.

For 13 years, Mr. Hannan has brought leadership, insight, and a genuine passion for public service to every Planning Commission meeting. His dedication to both the Commission and the Arvada community has been extraordinary. We extend our deepest gratitude to Mr. Hannan for his years of service, his thoughtful leadership, and his lasting contributions to the City of Arvada.

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager	04/22/2026
Rob Smetana, Planning Manager	04/23/2026
Jessica Garner, Director of Community and Economic Development	04/24/2026

Rachel Morris, City Attorney	04/24/2026
Allison Scheck, Deputy City Manager	04/24/2026
Don Wick, City Manager	04/24/2026

Enclosure, exhibits & attachments required to support the report

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 5.C.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: Recognition of Cheryl Cheney for Building Code Advisory Board - Presented by Councilmember Davis

Report in Brief

Tonight we recognize Cheryl Cheney for her years of service to the Arvada Building Code Advisory Board, which serves as an advisory body to the City Council. The Building Code Advisory Board plays a vital role in supporting the integrity of the community's built environment. Its duties include advising the Building Official on the adoption of ordinances affecting buildings, building regulations, and other related matters. The Board also hears and decides appeals regarding written interpretations, decisions, notices, or orders issued by the Building Official, as well as written disapproval of requests for alternate materials, designs, or methods of construction.

Over the course of Ms. Cheney's tenure, she brought her expertise in the building world, professionalism, to our meetings in an effort to advance safe and effective building practices within the community. During this time, Ms. Cheney has contributed to the review of two major building code updates, helping ensure that adopted regulations reflect current standards, safety considerations, and industry best practices. In addition, the member has thoughtfully participated in the review and decision-making process of one appeals case, applying sound judgment and expertise to support fair and consistent outcomes.

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager	04/10/2026
Kyley Flynn, Chief Building Official	04/13/2026
Jessica Garner, Director of Community and Economic Development	04/15/2026
Gail Walker, Legal Specialist-Contracts	04/15/2026
Kelsy Sargent, Assistant City Attorney	04/16/2026
Rachel Morris, City Attorney	04/18/2026
Allison Scheck, Deputy City Manager	04/29/2026
Don Wick, City Manager	04/29/2026

Enclosure, exhibits & attachments required to support the report

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 5.D.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: Recognition of Cyndi Stovall, Terri Binder & Jon Girand for Transportation Committee - Presented by Councilmember Fifer

Report in Brief

Tonight we recognize Cyndi Stovall, Terri Binder and Jon Girand for their years of service to the Arvada Transportation Committee, which serves as an advisory body to the City Council. The Transportation Advisory Committee (TAC) is instrumental in making recommendations to Council on specific policies, transportation-related projects and mobility options for consideration to improve citizens' access to and choices within the City's transportation network. Over their tenure, they saw many changes in personnel, both on the committee side and on the City staff side, staying steadfast in their dedication to the committee's goals.

Cyndi, Terri and Jon brought their passion for improving the City's transportation system to the committee, volunteering their time to advocate for the community as a whole for more than a decade. Cyndi came to the committee on April 7th, 2014 with a background in law, bringing her unique perspective around land use and development to inform the group on how these policies can impact transportation networks. On the same date, Terri brought immense transportation knowledge from her background on the RTD Board of Directors and time advocating for transportation improvements and connections at the local level. Jon joined the committee on March 4th, 2013 and brought his civil engineering, planning, construction and design background, adding a technical perspective to the committee.

All three of them contributed to the successful implementation of many improvements to Arvada's transportation system. The following are the more notable projects that came to fruition over their time with the TAC:

- An inventory of missing sidewalks to assist the City in prioritizing missing pedestrian connections
- Micromobility first and last mile connections around our G-Line stations
- Olde Town Pedestrian Street Closures
- The Transportation System Plan

We thank Cyndi, Terri and Jon for their years of service and dedication to the City of Arvada.

Prepared by:
Derek Fern, Parking and Travel Demand Management Coordinator

Reviewed by:

Approved by:

Claudia Vaughan, City Engineer 04/28/2026
Jacqueline Rhoades, Director of Infrastructure 04/30/2026

Zachary Woolweaver, Assistant City Attorney I	04/30/2026
Rachel Morris, City Attorney	05/05/2026
Allison Scheck, Deputy City Manager	05/05/2026
Don Wick, City Manager	05/06/2026

Enclosure, exhibits & attachments required to support the report

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 5.E.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

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

Report in Brief

City Council will proclaim the month of May 2026 as National Preservation Month.

A representative from the Arvada Historical Society will be present to accept the proclamation.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator	04/29/2026
Megan McCall, Assistant City Attorney II	04/29/2026

Approved by:

Rachel Morris, City Attorney	05/04/2026
Allison Scheck, Deputy City Manager	05/04/2026
Linda Haley, Deputy City Manager	05/05/2026
Don Wick, City Manager	05/05/2026

Enclosure, exhibits & attachments required to support the report

WHEREAS, The National Trust for Historic Preservation declared the month of May as National Preservation Month; and

WHEREAS, Arvada is a community rich in history, both physical assets and events that have shaped our lives today; and

WHEREAS, preserving this history informs the community about our foundation, enriching current and future residents; and

WHEREAS, the City of Arvada is committed to preserving our history, as documented in official Plans and Ordinances.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado, that May 2026 be designated National Preservation Month to acknowledge the importance of preserving our historic legacy and we encourage all Arvada citizens to learn about our historic legacy.

Dated this 19th day of May, 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.F.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: Proclamation for National Gun Violence Awareness Day - Presented by Councilmember Lovisone

Report in Brief

City Council will proclaim June 5, 2026 as National Gun Violence Awareness Day.

Bradford St. Matthew, representing Be SMART, Moms Demand, Action, Colorado Ceasefire, Brady United, Giffords Gun Owners for Safety, and CFCU (Colorado Faith Communities United to End Gun Violence) will be present to accept the proclamation.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator	05/11/2026
Megan McCall, Assistant City Attorney II	05/11/2026

Approved by:

Rachel Morris, City Attorney	05/11/2026
Linda Haley, Deputy City Manager	05/11/2026
Don Wick, City Manager	05/12/2026

Enclosure, exhibits & attachments required to support the report

WHEREAS, every day, 130 people in the United States are killed by gun violence and more than 200 are shot and wounded, with an average of more than 19,000-gun homicides every year and people in the United States are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, Colorado has 1,000-gun deaths every year, with a rate of 16.4 deaths per 100,000 people, a crisis that costs the state $11.7 billion each year, of which $156.1 million is paid by taxpayers. Colorado has the 23rd-highest rate of gun deaths in the US and gun homicides and assaults are concentrated in cities, with more than half of all gun homicides in the nation occurring in 42 cities; and

WHEREAS, cities across the nation, including Arvada, are working to end the senseless violence with evidence-based solutions; support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from those who are a danger to themselves or others; and

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 5, 2026 to recognize the 29th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to Hadiya Pendleton and other victims of gun violence and the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 5th, the first Friday in June 2026, to help raise awareness about gun violence and by wearing orange on June 5, 2026 people across the United States will raise awareness about gun violence and honor the lives of gun violence victims and survivors; we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them and encourage responsible gun ownership to help keep our families and communities safe.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado, that June 5, 2026, be designated National Gun Violence Awareness Day and we encourage all citizens to support local efforts to prevent the tragic effects of gun violence and to honor and value human lives.

Dated this 19th day of May 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 6.A.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: 2026 State Legislative Session Wrap-Up

Report in Brief

PRESENTER: Linda Haley will introduce the presenters.

Bowditch and Cassell Public Affairs, the city's contracted lobbyists, will provide a summary of the 2026 legislative session. The summary will include an overview of legislation passed and failed and the impact on local government. It will also include the overall themes of the session along with state-wide budget decisions. You will also hear results of Arvada's positions and how our delegated state representatives and senators voted. The presentation will conclude with what to expect in this year's upcoming election and next year's session.

The City of Arvada, in partnership with Bowditch and Cassell, is committed to advocating for our community and organization's best interests during each state legislative session. Part of that commitment includes an end-of-session summary that will be presented to the City Council on May 19th, 2026. This will help inform the City Council and our community of our current efforts along with intended plans for the next legislative session.

Prepared by:
Linda Haley, Deputy City Manager

Reviewed by:

Approved by:

Padraic Emerine, Assistant City Attorney I	04/28/2026
Megan McCall, Assistant City Attorney II	04/28/2026
Rachel Morris, City Attorney	04/28/2026
Linda Haley, Deputy City Manager	04/28/2026
Don Wick, City Manager	04/28/2026

Enclosure, exhibits & attachments required to support the report

CITY OF ARVADA

2026 LEGISLATIVE SUMMARY

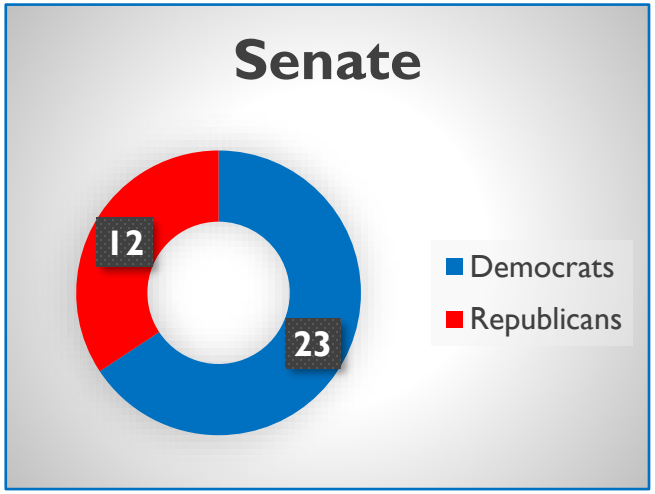
BOWDITCH & CASSELL PUBLIC AFFAIRS

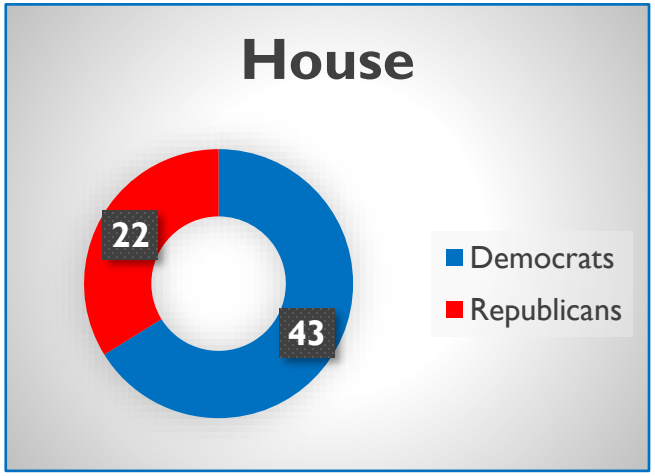
MAY 19, 2026

LEGISLATIVE OVERVIEW

The 2026 Colorado General Assembly convened on January 14 and adjourned on May 13, 2026

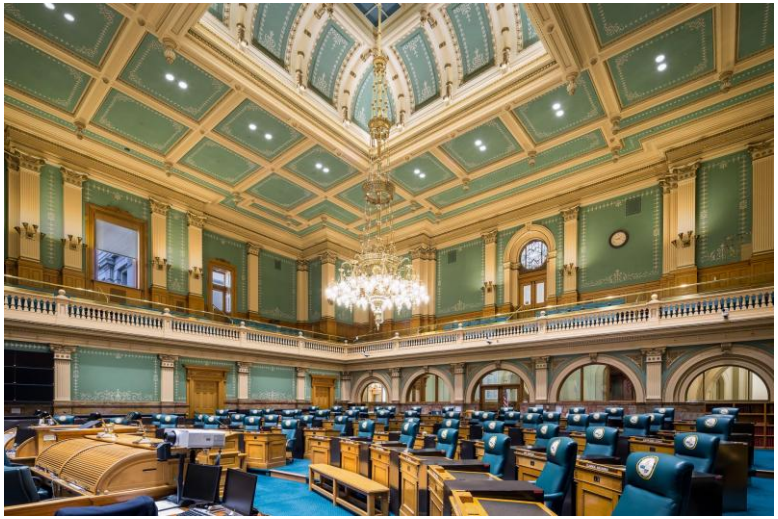
- The Democrats held majorities in both chambers in the 2026 session.
  - The Senate is **23 (D) – 12 (R)**
  - The House is **43 (D) – 22 (R)**
  - Governor Polis **(D)**
- 4 new members in the House and 3 in the Senate due to vacancies.
- A total of 626 bills were introduced, and around 500 passed.
  - 2025 – 647 bills introduced, 487 passed
  - 2024 – 705 bills introduced, 577 passed
  - 2023 – 617 bills introduced, 528 passed





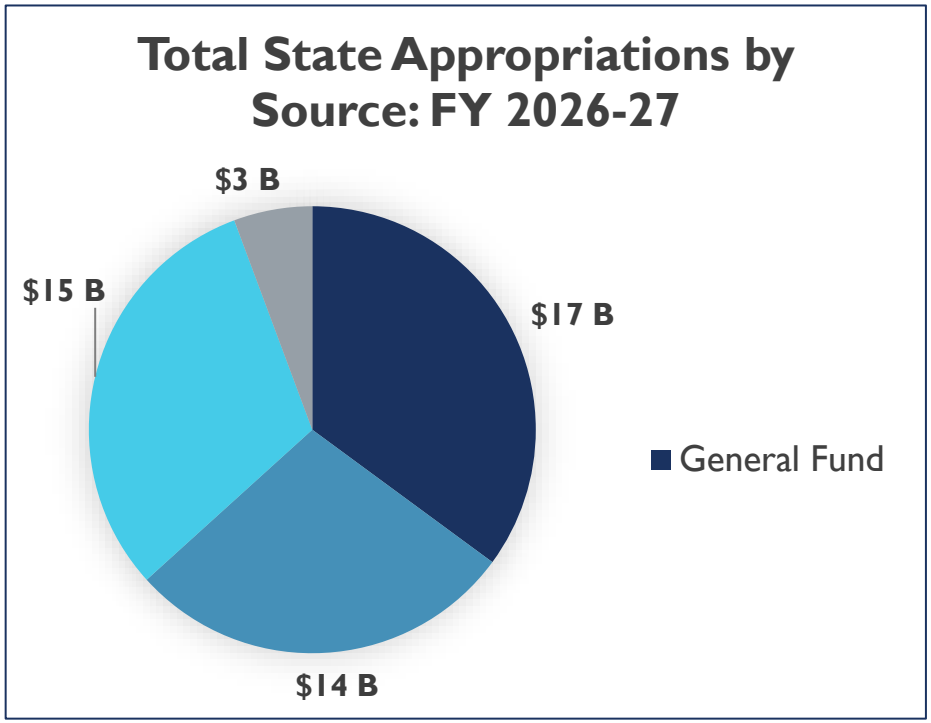
THEMES

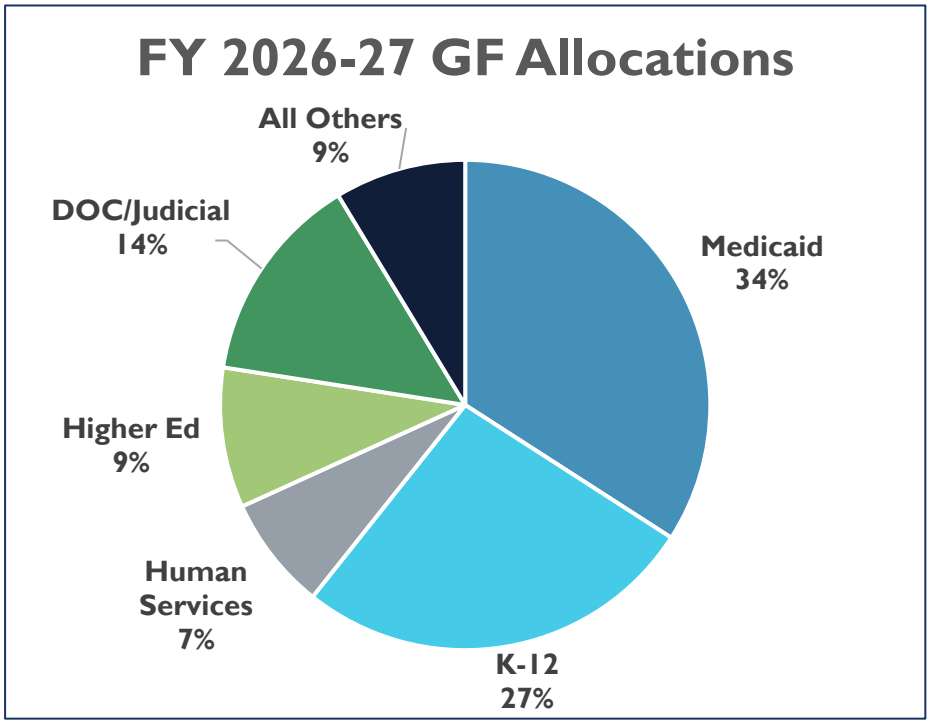
- THERE AIN'T NO MONEY!
- ELECTION YEAR DISCORD
- FEDERAL ACTION & REACTION
- DETERRING BALLOT MEASURES



State Budget

STATE BUDGET





STATE BUDGET

The FY 2026-27 budget was constrained by a $1.5 billion General Fund shortfall (on a base of $17 billion). This shortfall is a result of increased Medicaid utilization, a major General Fund revenue decrease due to the implementation of Federal H.R.1, TABOR's revenue cap, and expansion of state programs in prior years.

- Reductions/eliminations in various state programs, such as:
  - Reducing $10 million in annual allocations for the Multimodal Options Fund.
  - Cutting $130 million from Proposition 123 funds (Colorado's Affordable Housing Measure).
  - Reducing Medicaid provider rates by 2%.
  - Diverting dollars from the Marijuana Tax Cash Fund (impacting local governments).
  - Reducing the state budget reserve from 15% to 13%.

- Despite General Fund reductions, the JBC:
  - Increased funding for K-12 education by over $192 million.
  - Maintained the Senior Homestead Tax Exemption.

BIG ISSUES: AI AND DATA CENTERS

The legislature spent the better part of the 2026 session coming to a compromise on:

- Artificial Intelligence – A compromise to the 2024 AI bill finally came to fruition, requiring companies to notify consumers when AI is used to make certain decisions.
- Data Centers – 2 bills were introduced (1 pro industry, 1 pro environment), and both bills died.

BIG ISSUES: AFFORDABLE HOUSING

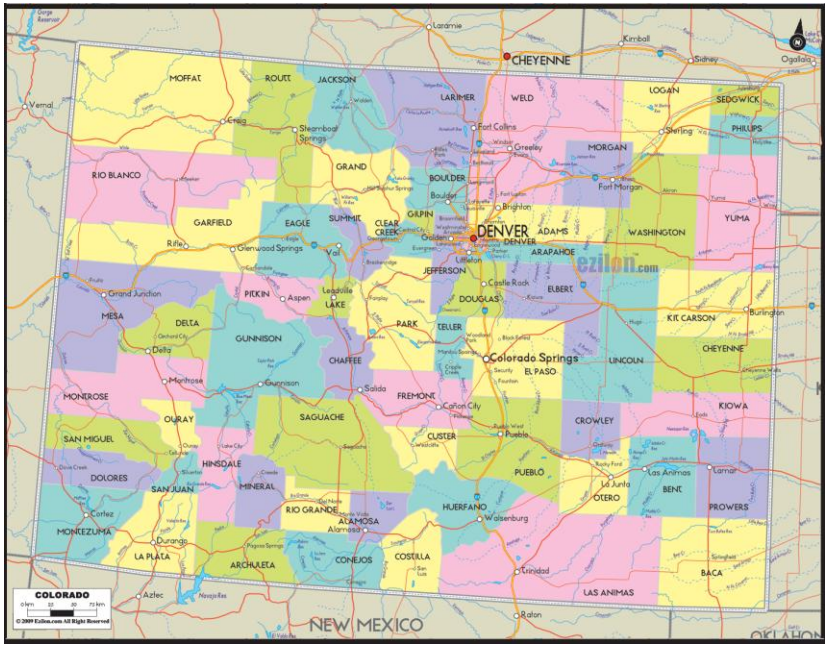
Similar to last year, legislation to promote the development of more affordable housing was a top priority. This year, the legislature passed bills to:

- Allow residential development on qualified properties.
- Create housing and transit investment zones that use TIF and tax credits.
- Expand a tax exemption to apply to rental properties.
- Provide baseline flexibility and created a waiver process to allocate money for affordable housing.
- Allow counties to sell property and spend property tax revenue to develop affordable housing.

BIG ISSUES: HUMAN SERVICES REDESIGN

The Governor's Office, counties, state agencies, and advocacy organizations worked year-round to find compromise on a redesign of Colorado's Human Services operations to create more consistent rules within the state. The bill will:

- Direct the state and counties to design a collaborative model to administer public assistance programs, consisting of no more than 12 cohorts of counties.
- Improve technology that supports cross-county work sharing.



BIG ISSUES: IMMIGRATION

Both chambers brought forward a number of bills to protect the rights of immigrants following certain federal actions. These include:

- Allowing individuals injured during an immigration enforcement action to bring civil suit to those involved.
- Permitting individuals to sue federal, state, and local officials for alleged constitutional violations.
- Establishing requirements and civil liabilities related to federal immigration enforcement and state and local compliance regarding detention centers.

ARVADA LEGISLATION

CITY OF ARVADA

HB 26-1001 Housing Development on Qualifying Properties

- Requires local governments to allow residential development on qualifying properties.

Status: Signed into law by the Governor
Position: Oppose
Votes: House: 40-24, Senate: 22-13

HB 26-1114 Allowed Minimum Lot Size for Subject Jurisdictions

- Prohibited certain local jurisdictions from requiring that the lot size for a single-family dwelling be greater than 2,000 square feet.

Status: Killed
Position: Oppose
Votes: House: 42-23, Senate: N/A

ARVADA LEGISLATION

CITY OF ARVADA

HB 26-1037 Ban Government Purchase of Personal Data from Third Party

- Prohibited law enforcement and other government entities from obtaining or sharing personal data on third-party platforms in exchange for anything of value.

Status: Killed
Position: Oppose
Votes: N/A

SB 26-070 Ban Government Access Historical Location Information Database

- Placed restrictions on the ability of state and local governments to access a database that reveals historical location information data collected with automated license plate reader technology, and limited how long that information may be stored.

Status: Killed
Position: Oppose
Votes: N/A

ARVADA LEGISLATION

CITY OF ARVADA

HB 26-1250 Procedures Related to Civil Asset Forfeiture

- Requires that defendants in forfeiture proceedings be appointed legal counsel if funding is available, and creates a cash fund to pay for attorney fees.

Status: Sent to the Governor for Signature
Position: Monitor
Votes: House: 64-1, Senate: 33-2

HB 26-1281 Homicide Criminal Offenses

- Reclassified first degree murder as a lower felony and a parole-eligible offense when only one person is killed.

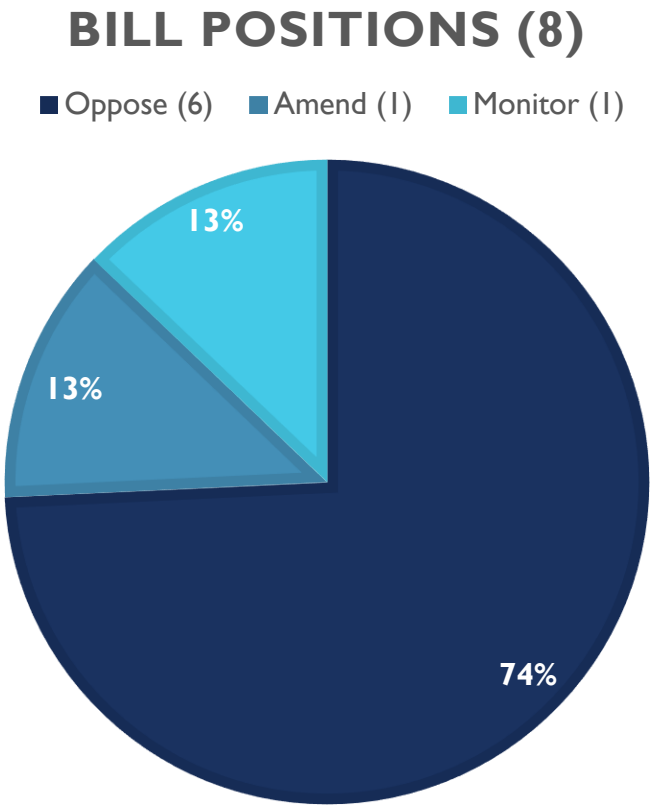
Status: Killed
Position: Oppose
Votes: House: 33-32, Senate: N/A

SB 26-176 State Remedies for Constitutional Rights Violation

- Created a new cause of action against any public employees for alleged violations of an individual's right under the U.S. Constitution.

Status: Killed
Position: Oppose
Votes: N/A

ARVADA'S ACTION ON BILLS



ARVADA'S SUCCESS RATE

	Total # of bills	Total # of bills passed	Success Rate
Oppose	6	1	83%
Amend	1	0	-
Monitor	1	1	-

INTERIM

INTERIM ACTIVITIES

Typically, legislators met throughout the summer/fall to discuss state-wide issues.

Because of the lack of available funding, interim committees will not be meeting this year.

GENERAL ELECTION

Half the Senate and every member of the House are up for election.

- **15 new** members of the House.
- **7 new** members of the Senate.

- Each Colorado Congress seat is up for election.
- One U.S. Senate seat is up for election.
- Voters will also be choosing a new Governor, Treasurer, Attorney General, and Secretary of State.

HOT BALLOT MEASURES

Retain and Spend K-12 Education Revenue

This referred measure (SB 26-135) asks voters to allow the state to retain revenue above the TABOR cap, up to a newly established limit, to fund K-12 education.

- This new "Positive Factor" would allocate $136.1 million in FY 26/27 and $670.5 million in FY 27/28.

HOT BALLOT MEASURES

Initiative 195
Change in Income Taxes Owed by Income Category

Income Categories	Current Average Income Tax Owed	Proposed Average Income Tax Owed	Proposed Change in Average Income Tax Owed if Passed + or -
$25,000 or less	$59	$50	-$9
$25,001 - $50,000	$751	$632	-$119
$50,001 - $100,000	$1,877	$1,666	-$210
$100,001 - $200,000	$4,126	$3,828	-$298
$200,001 - $500,000	$9,344	$9,019	-$325
$500,001 - $1,000,000	$19,288	$18,963	-$325
$1,000,001 - $2,000,000	$29,432	$34,196	+$4,764
$2,000,001 - $5,000,000	$41,196	$55,110	+$13,914

Income categories use adjusted gross income reported to the federal Internal Revenue Service.

Graduated Income Tax

This measure will implement a graduated income tax system that requires people to pay a higher percentage in taxes as their income increases.

HOT BALLOT MEASURES

Support for Transportation Funding

This measure requires state revenue collected from specified transportation related taxes and fees to be spent only on road transportation.

- Estimated yearly impact to local governments is $280 million

LOOKING AHEAD

- Federal uncertainty
- New administration – how will the first floor interact with the legislature?
- Continued budget deficit

QUESTIONS OR COMMENTS

Ed Bowditch

ed.bowditch@bcpublicaffairs.com

(303) 489-8680

Jennifer Cassell

jennifer.cassell@bcpublicaffairs.com

(785) 393-0472

Bowditch & Cassell

PUBLIC AFFAIRS

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 8.A.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: Consent Agenda

Report in Brief

1. R26-037, A Resolution Authorizing an Agreement Between the City of Arvada and Brannan Construction Company for Construction Services Related to the Pomona Water Main Replacement Project, Project No. 25-WA-01, in an Amount not to Exceed $2,074,469.00

2. R26-038, A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and the City of Westminster for Waterline Improvements in Connection with the City of Arvada's North Trunk Sewer Improvements – Sheridan & 76th – Project No. 23-SR-03

3. R26-039, A Resolution Granting a Non-Exclusive Public Utility Easement to the Public Service Company of Colorado (Xcel Energy) to Service Utility Lines and Related Fixtures and Devices at 6901 Wadsworth Blvd, Arvada CO 80003

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

YES _____ NO _____ ABSENT _____

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

YES _____ NO _____ ABSENT _____

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.A.1.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: R26-037, A Resolution Authorizing an Agreement Between the City of Arvada and Brannan Construction Company for Construction Services Related to the Pomona Water Main Replacement Project, Project No. 26-WA-01, in an Amount not to Exceed $2,074,469.00

Report in Brief

The attached resolution authorizes an agreement with Brannan Construction Company for an amount not to exceed $2,074,469.00. This project involves the installation of 2370 linear feet of new 8” water main and 4235 linear feet of new 12" water main to replace the existing undersized 6” and 8" asbestos cement (AC) water main that is at end of useful life and undersized.

The Arvada team recommends that City Council approve R26-037, A Resolution Authorizing an Agreement Between the City of Arvada and Brannan Construction Company for Construction Services Related to the Pomona Water Main Replacement Project, Project No. 26-WA-01, in an Amount not to Exceed $2,074,469.00.

Financial Impact

IP Project: 26WA01 - Pomona Dr Water Main Replacement
Financial Impact: $2,074,469.00
Funding Source: UT CIP Water
CIP Account Number: PRJ26000016

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

Bidders	Bid Amount	Confirmed to Meet Minimum Qualifications as stated in the CSB
American West Construction, LLC	$ 2,898,241.00	YES
Brannan Sand & Gravel Company	$ 2,074,469.00	YES
Concrete Express Inc.	$ 2,498,075.30	YES
NexCivil	$ 2,294,765.11	YES
T. Lowell Construction, Inc.	$ 2,595,000.00	YES

TWX	$ 2,998,111.00	YES

The lowest qualified bidder was Brannan Construction Company 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 November 2026.

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 INF1: **Provides the community with a safe, reliable high quality water supply, drainage system, and wastewater disposal services for full city build-out, as defined in the Comprehensive Plan. This includes maintaining utility rates at the lowest practical levels with accurate billing that supports replacement of aging infrastructure in order to maintain robust utility systems.**

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that City Council approve R26-037, A Resolution Authorizing an Agreement Between the City of Arvada and Brannan Construction Company for Construction Services Related to the Pomona Water Main Replacement Project, Project No. 26-WA-01, in an Amount not to Exceed $2,074,469.00.

Suggested Motion:

I move that R26-037, A Resolution Authorizing an Agreement Between the City of Arvada and Brannan Construction Company for Construction Services Related to the Pomona Water Main Replacement Project, Project No. 26-WA-01, in an Amount not to Exceed $2,074,469.00, be (approved) (rejected).

Prepared by:
Katy Smith, Civil Engineer II

Reviewed by:

Approved by:

Mary Stahl, Senior Civil Engineer	04/27/2026
Claudia Vaughan, City Engineer	04/28/2026
Jacqueline Rhoades, Director of Infrastructure	04/30/2026

Bryan Archer, Chief Financial Officer	04/30/2026
Tammy Hedlund, Legal Specialist	04/30/2026
Megan McCall, Assistant City Attorney II	04/30/2026
Rachel Morris, City Attorney	05/04/2026
Allison Scheck, Deputy City Manager	05/04/2026
Don Wick, City Manager	05/05/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-037

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF ARVADA AND BRANNAN CONSTRUCTION COMPANY FOR CONSTRUCTION SERVICES RELATED TO THE POMONA WATER MAIN REPLACEMENT PROJECT, PROJECT NO. 26-WA-01, IN AN AMOUNT NOT TO EXCEED $2,074,469.00

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 19th day of May, 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 BRANNAN CONSTRUCTION COMPANY FOR CONSTRUCTION SERVICES RELATED TO THE POMONA WATER MAIN REPLACEMENT PROJECT, PROJECT NO. 26-WA-01, IN AN AMOUNT NOT TO EXCEED $2,074,469.00

This Agreement is made this _____day of _____, 2026, by and between the City of Arvada, a home rule municipal corporation ("Arvada" or "City") and Brannan Construction Company, 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 the Pomona Water Main Replacement Project, Project No. 26-WA-01, which includes project areas at West 84th Avenue to Pomona Drive and West 67th Avenue to Holland Court, as described in the Contract Documents (the "Project" or the "Work"); and

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

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

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

ARTICLE 1. GENERAL DESCRIPTION OF SERVICES

1.1. **The Services.** Contractor agrees to furnish or arrange for the construction services set forth in the Contract Documents and required for the completion of the Project within the timeframe provided in the Contract Documents. Contractor represents that it is thoroughly familiar with, and understands, the requirements of the Project's scope and is experienced in the construction of projects of the type and scope contemplated by the Contract Documents. Contractor represents to Arvada that Contractor has all necessary education, skill, knowledge, expertise, and experience required for construction of the Project, and will maintain, at all times during the term of this Agreement, such personnel on its staff to provide the services contemplated hereby within the time periods required hereby. In addition, Contractor represents that it or Arvada-approved subcontractors or subconsultants performing services under this Agreement have all applicable licenses required by the City and 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 sites 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 any of the 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, as revised and attached hereto as **Exhibit A** ("CSB 26-ENG-020"), issued on March 10, 2026, numbered CSB # 26-ENG-020, and entitled "Pomona Water Main Replacement Project (Project No. 25-WA-01*)", including Addendum #1 dated March 20, 2026 which includes questions and clarifications to the solicitation and makes revisions to the following solicitation documents as set forth in **Exhibit A**:
   - Additional section added to Section B, Construction Considerations, of the Special Provisions section of the solicitation;
   - Line item added to Attachment A, Bid Schedule; and
   - Modifications to General Notes, Number 8, page 2 and Notes, Number 7, pages 11 through 23 in Attachment C, CV Signed Project Plans.

   *The project number is incorrect in the title of CSB 26-ENG-020. The correct project number is "26-WA-01".

B. Contractor's response to Arvada's solicitation CSB 26-ENG-020, including Bid Bond, Bid Proposal, Bid Schedule, Required Contractor Submittal Form, References, Performance Measures, Certificate of Liability Insurance, and Minimum Required Qualifications, attached hereto as **Exhibit B** ("Contractor's Response");

C. Notice of Award;

D. Performance and Payment Bond;

E. Notice(s) to Proceed;

F. Change Orders (if any);

G. City of Arvada Engineering Code of Standards and Specifications dated October 2, 2023 ("Arvada Engineering Code of Standards and Specifications");
H. Requests for Information and Responses (if any);
I. All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications (if applicable).

1.5. **Interpretation of Contract Documents.** In the event of conflicts or discrepancies among the Contract Documents, the documents shall govern in the following order: (1) this Agreement; (2) Arvada's solicitation CSB 26-ENG-020; (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.

1.6. **Insurance Required of the Contractor.** Contractor shall purchase and maintain insurance as set forth in the Insurance Requirements section of Arvada's CSB 26-ENG-020 and Contractor shall additionally have Umbrella Liability of $5,000,000, following form to the Commercial General Liability, which shall be subject to all applicable requirements set forth in the Insurance Requirements section of Arvada's CSB 26-ENG-020.

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 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, 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, conditions of the sites, 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.

ARTICLE 4. CHANGES TO THE WORK

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

4.2. **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.

4.3. **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. Field Orders shall be deemed part of the Contract Documents.

4.4. **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.

4.5. **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.

4.6. **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.

4.7. **Change Order Contents.** Any Requested Change Order shall include (a) a detailed description of the requested change to this Agreement; (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.

4.8. **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; and (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; and (e) defective construction.

4.9. **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 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 of portions of the Work already performed under this Agreement, if any, 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 in accordance with the date indicated in the Notice to Proceed unless otherwise mutually agreed-upon by the Parties in writing. Notwithstanding anything in the Contract Documents to the contrary, Contractor must meet all prerequisite requirements of the City before the Notice to Proceed will be issued.

6.1.2. Contractor shall complete the Work required by the Contract Documents either within 120 calendar days of the date that the Notice to Proceed is issued or by October 1, 2026, whichever occurs sooner, unless otherwise mutually agreed upon by the Parties in writing.

6.1.3. Contractor agrees to perform the Work for an amount not to exceed **$2,074,469.00.**

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 November 1, 2026, 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.

6.2.1. Notwithstanding Section 7 "Award of Contract" of the Special Terms and Conditions for Bidders in **Exhibit A**, Arvada shall execute this Agreement in accordance with Arvada's Purchasing Ordinance.

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 with this Agreement, but in no event shall the total Contract Amount exceed **$2,074,469.00** absent a properly executed Change Order that amends this Agreement. Measurement of the work performed and monthly payment shall be made in accordance with requirements of Section SC-A-3 "Measurement and Payment" of Section A "General Conditions" of

Special Provisions in **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 engineer and in accordance with the Arvada Engineering Code of Standards and Specifications or other applicable provision set forth in the other Contract Documents.

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 this 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. 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.

[Signature page follows.]

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

CITY OF ARVADA, 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: _____

BRANNAN CONSTRUCTION COMPANY, a Colorado corporation

_____

J.C. Marvel, Jr.
President
2500 E. Brannan Way
Denver, CO 80229
cmarvel@brannan1.com

Exhibit A

AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND BRANNAN CONSTRUCTION COMPANY FOR CONSTRUCTION SERVICES RELATED TO THE POMONA WATER MAIN REPLACEMENT PROJECT, PROJECT NO. 26-WA-01, IN AN AMOUNT NOT TO EXCEED $2,074,469.00

CITY OF ARVADA

COMPETITIVE SEALED BID

BID #: **26-ENG-020**

Title: **POMONA WATER MAIN REPLACEMENT PROJECT (Project No. 25-WA-01)**

Issue Date: **03/10/2026**

Pre-bid Meeting: **NON-MANDATORY**
03/16/2026 - 3:00 PM MT
Online via Zoom
https://arvadaco-gov.zoom.us/j/83556909013?pwd=2Hb1bugVrH617WgsbluiG00CniGfLI.1
Meeting ID: 835 5690 9013
Passcode: 247419
One tap mobile
+17193594580,,83556909013#,,,,*247419# US
+13462487799,,83556909013#,,,,*247419# US (Houston)
Join by SIP
83556909013@zoomcrc.com
Passcode: 247419
Join instructions
https://arvadaco-gov.zoom.us/meetings/83556909013/invitations?signature=0m4QP0jznf5llT6gq4ReHc9fr_8KNOJFC_DqK7wSLTQ

Questions Deadline: **03/26/2026 2:00 PM MT**
Questions must be submitted through BidnetDirect.com. Responses will be posted on BidNet via addendum.

Bid Due Date: **04/09/2026 2:00 PM MT**

Virtual Opening Information: https://arvadaco-gov.zoom.us/j/85473927076?pwd=bxWpvTVhEWaaO6cSUd3cEbmPk5q6fm.1
Meeting ID: 854 7392 7076
Passcode: 395545
One tap mobile
+17193594580,,85473927076#,,,,*395545# US
+16699006833,,85473927076#,,,,*395545# US (San Jose)
Join by SIP
85473927076@zoomcrc.com
Passcode: 395545
Join instructions
https://arvadaco-gov.zoom.us/meetings/85473927076/invitations?signature=B82DuGMav6FNCrnL0H7UAbHgJimC8Lcmu8lzCn2YcnE

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

Project Delivery Date: 365 Days after NTP

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

Documents included in this Request:

Cover Page	pages 1-2
Advertisement for Bidders	page 3
General Terms and Conditions	pages 4-6
Special Terms and Conditions for Bidders	pages 7-9
Insurance Requirements	page 10
Project Special Provisions	pages 11-23
Submittal Forms to be completed and returned	
-Bid Bond	page 24
-Bid Proposal	page 25
-Required Contractor Submittal Form	page 26
Sample Documents if Awarded	page 29

Attachments
A – CSB 26-ENG-020 Bid Schedule (Excel Format)
B – CD – 84th Pomona & Holland 67th Waterlines – Drawings
C – CV Signed Project Plans

ARVADA'S VISION MISSION AND VALUES

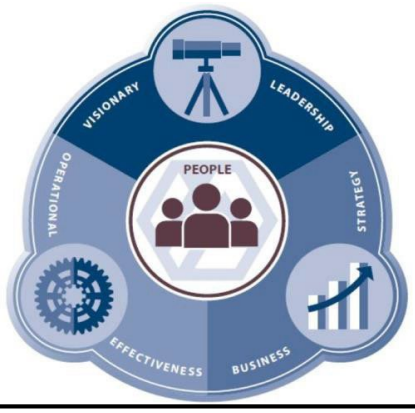
VISION: We dream big and deliver.

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

VALUES:

Innovation – We excel in creativity, flexibility and the use of best practices while valuing diverse backgrounds, ideas and perspectives. **Passion** – We are a high performing, inclusive team inspiring each other to pursue excellence.

Opportunity – We value our diversity, embrace possibilities, face challenges, persevere and take action to deliver quality results.



ADVERTISEMENT FOR BIDS

Submit bids electronically on Bidnetdirect.com for the construction of City of Arvada, CSB 26-ENG-020 Project Title: Pomona Water Main Replacement (Project No. 26-WA-01).

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: 03/09/2026.

ESTIMATED QUANTITIES OF THE MAJOR ITEMS OF WORKARE:

4235 LF	12" PVC WATERLINE AND FITTINGS
2370 LF	8” PVC WATERLINE AND FITTINGS
14 EA	12” GATE VALVE AND BOX
26 EA	8” GATE VALVE AND BOX
9 EA	FIRE HYDRANT ASSEMBLY
2200 CY	SELECT BACKFILL (CLASS 1 STRUCTURAL FILL)
3669 SY	ASPHALT REMOVAL AND RESURFACING

Miscellaneous items include citizen notification, traffic control, and other appurtenances.

Bidders, subcontractors and suppliers must be familiar with the then current City of Arvada *Engineering Code of Standards and Specifications*, 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 website at https://www.arvadaco.gov/167/Engineering-Code. Holders are responsible for keeping their City of Arvada Engineering Code of Standards and Specifications current.

Date: 3/10/26

CITY OF ARVADA

Claudia Vaughan
City Engineer
8101 Ralston Road
Arvada, Colorado 80002

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, including any unauthorized disclosure of Arvada Confidential Information, or by its employees, agents, assigns, or subcontractors. "Confidential Information" means any and all Arvada Records not subject to disclosure under CORA. Confidential Information includes, but is not limited to, Personally Identifiable Information ("PII"), Protected Health Information ("PHI"), Payment Card Industry data ("PCI"), data related to tax information, Criminal Justice Information ("CJI"), and Arvada personnel records not subject to disclosure under the Colorado Open Records Act (C.R.S. §§24-72-200.1 et seq.)("CORA"). Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to Arvada, which has been communicated, furnished, or disclosed by Arvada to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to Arvada; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any Confidential Information. "Arvada Records" means any and all Arvada data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under the CORA.

   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.

   4.3. **Artificial Intelligence (AI).** Contractor shall be fully responsible for all acts and omissions related to its use of any AI functionality to provide the Work. 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 arising from Contractor's use of AI functionality to provide the Work.

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 Work that will result in completion of the Work in accordance with this Agreement. To that end, Contractor agrees to proceed with all due diligence to complete the Work in a timely manner in accordance with this Agreement and further agrees that failure to complete any of the Work 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 UNDER C.R.S. §24-85-104.**

26.1 Contractor shall comply with the accessibility standards for an individual with a disability adopted by the office of information technology pursuant to C.R.S. §24-85-103.

26.2 Contractor shall indemnify, hold harmless, and assume liability on behalf of Arvada, and Arvada's officers, employees, and agents, for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the state agency or public entity in relation to Contractor's noncompliance with the accessibility standards for an individual with a disability adopted by the office of information technology pursuant to C.R.S. §24-85-103.

26.3 Arvada may require that Contractor's compliance with the accessibility standards for an individual with a disability adopted by the office of information technology pursuant to C.R.S. §24-85-103 be determined and attested to by a qualified third party selected by Arvada.

27. **ARTIFICIAL INTELLIGENCE (AI) DISCLOSURE & USE**. Contractor shall not use any AI functionality while performing the work or providing the goods or deliverables without Arvada's prior written consent. Contractor shall not use, access, or permit access to any Arvada Records for the purpose of training, improving, or refining any AI functionality, regardless of whether the functionality belongs to Contractor or a third-party, without Arvada's prior written consent.

28. **PROHIBITED PRICING PRACTICES**. Contractor shall not include speculative tariff increases, unsupported contingency amounts, or broad percentage markups labeled as "tariff risk" in any contract document. Any line-item or percentage factor appearing on any document incorporating these terms and conditions must be tied to current, published tariff levels and documented upon request in a manner satisfactory to Arvada.

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:**
   - **3.1.** Contractors shall make all investigations necessary to inform themselves of the sites affected and the work 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 Bids. A copy of such addenda will be publicly posted with the original CSB 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. **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 website. 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.

14.1. **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.

14.2. **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.

15.1. The City may reject a Bid, in whole or in part, for reasons including, but not be limited to:

15.1.1. The Contractor misstates or conceals any material fact in its Bid;
15.1.2. The Contractor's Bid does not strictly conform to the law or requirements of the Solicitation;
15.1.3. The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
15.1.4. The Bid does not include documents which are required for submission with the Bid; or
15.1.5. The Bid has not been executed by the Contractor through an authorized signature.

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

15.2.1. Reject all or parts of Bids submitted by prospective Contractors;
15.2.2. Re-advertise this Solicitation;
15.2.3. Postpone or cancel the Solicitation;
15.2.4. A Bid may not be accepted from, nor any contract be awarded to, any person or firm which;
15.2.4.1. is in arrears to the City for any debt or Contract or is a defaulter as surety for any obligation to the City.
15.2.4.2. 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.
15.2.4.3. has pending litigation against the City on the date and time that the Solicitation is due.

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

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

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

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

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

20. PERFORMANCE MEASUREMENTS FOR 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.

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

21. PREPARATION AND SUBMISSION.

Bids will be prepared as follows:

21.1. 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.

21.2. 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.

21.3. 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 $, following form to the Commercial General Liability.

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

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

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

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

Additional Insurance Requirements:

- Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.
- All coverage must be written with carriers holding a minimum A.M. Best rating of A-:VII, and authorized to do business in Colorado. Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.
- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the Contractor fails to submit the required insurance documents within 15 calendar days after notice to submit such policies is given to the Contractor by a City representative, the Contractor may be in default of the Award.
- Except for Workers Compensation, Employer's Liability insurance, Automobile Liability and Professional Liability insurance, the City of Arvada must be endorsed as an additional insured on a Certificate of Insurance.
- The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.

SPECIAL PROVISIONS

CSB 26-ENG-020 -2026 WATER MAIN REPLACEMENT W 84TH AVE – POMONA DR, W 67TH AVE- HOLAND CT (Project No. 26-WA-01).

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).

A. GENERAL CONSIDERATIONS

SC-A-1 MINIMUM REQUIRED QUALIFICATIONS: Evidence of these qualifications must be submitted.

1. Successful installation of an average of 10,000 LF or more of 4–16-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.
2. Three references: two of which must be on projects for the proposed Project Manager and one of which must be on projects for the proposed superintendent. All references must be from Colorado entities.
3. Resumes for the proposed superintendent and project manager must be provided.

SC-A-2 CONTRACT TIME AND LIQUIDATED DAMAGES: This project is to be completed, including cleanup, within 120 consecutive calendar days after the date to be specified in the Notice to Proceed, unless the contract time is adjusted by change order. The Contractor shall agree to pay to the Owner, as liquidated damages, the sum as identified in subsection 1121.07 Time for Completion and Liquidated Damages, for each consecutive calendar day that the work exceeds the allotted contract time.

SC-A-3 MEASUREMENT AND PAYMENT: Measurement of the work performed and payment, at the unit or lump sum price quoted in the Bid Schedule, shall be made in accordance with requirements of the Measurement and Payment Section of the City of Arvada Engineering Code of Standards and Specifications or as hereinafter stated in the Special Conditions.

SC-A-4 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.

SC-A-5 TAXES: The City of Arvada is exempt from Colorado State Sales and Use Taxes on materials and equipment to be incorporated in the work. Said taxes shall not be included in the Contract Price**.**

SC-A-6 OSHA REQUIREMENTS: Observing the rules and regulations required by the Occupational Health and Safety Administration (OSHA) is the responsibility of the Contractor on this project.

SC-A-7 CITY HOLIDAYS: 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, agrees to reimburse the Owner for the inspector's time at the following rate:

First 2 hours, or fraction thereof: $150.00
Each additional 2 hours or fraction thereof: $150.00

Payment shall be made payable to the City of Arvada within ten days of the date of invoice from the Owner.

SC-A-8 PERMITS REQUIRED: As a subsidiary obligation of the contract, the Contractor shall obtain all required permits needed for the project to include those required by other agencies as outlined in section 144.00 Permissions and Permits Required by Other Agencies of the City of Arvada Standards and Specifications and SC-A-9 – Stormwater Construction Permits. City of Arvada permits that may be required for this project are.

1. City of Arvada Capital Improvement Project Permit
2. City of Arvada Site Disturbance Permit (see SC-A-9 – Stormwater Construction Permits)

SC-A-9 SITE DISTURBANACE PERMITS: All projects that disturb 0.5 acres or more must obtain an Arvada Site Disturbance Permit. Projects that disturb 5 acres or more must also obtain a State Stormwater Discharges Associated With Construction Activity General Permit.

Erosion Control plans for this project were developed using information and assumptions available during design. It shall be the responsibility of the Contractor to markup/modify these plans as needed during construction to reflect field conditions and to comply with City of Arvada and/or State stormwater requirements. A copy of these plans and the markups shall always be on the construction site, as City staff may request to view these plans at any time during construction.

More information on obtaining a Site Disturbance Permit can be found on the City of Arvada Site Disturbance Permit webpage.

SC-A-10 CONSTRUCTION WATER: All construction water will be provided by the City free of charge through existing City owned fire hydrants. Contractor will be required to obtain a hydrant meter from the City Utilities division which will require a $2,000 refundable meter deposit upon return of the meter in acceptable working condition.

SC-A-11 MINOR CONTRACT REVISIONS: Miscellaneous modifications in the work, ordered by the Project Engineer in the form of a written or verbal 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 subsection 1121.05 Changes in Contract Price of the Arvada Engineering Code of Standards and Specifications. If the contractor feels that a field order issued by the Engineer entitles the contractor to a change in the total contract price or time, or both, (i.e. the contractor feels that the field order involves costs over and above the amount available in the Minor Contract Revisions bid item) then the Contractor shall notify the Engineer, in writing, within 5 days after receipt of the field order. The Contractor shall not execute any such field order changes ordered by the Engineer pending the receipt of a written Change Order document executed either by the City Manager or Mayor authorizing an increase in the total contract price. Any such work completed by the contractor prior to receipt of an executed Change Order will be at the contractor's risk and be subject to removal by the contractor should a Change Order not be approved and executed by the City Manager or Mayor for such work.

Acceptable uses for the minor contract revisions are as follows: minor pipe length and alignment changes, number of service connections, hydrants, valves, taps, and any minor concrete, asphalt, or curb quantity changes. All other changes that are required must follow the change order request process provided in Special Conditions section SC-A-12, Change Orders

SC-A-12 CHANGE ORDERS: 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. Any changes that are not covered via SC-A-13; Field Modifications need to be properly documented and submitted to the Project Engineer for review.

Acceptable justification for change orders must follow SC-A-11, Minor Contract Revisions

SC-A-13 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 order, the contractor shall follow the requirements outlined in SC-A-12, Change Orders.

SC-A-14 CHANGE OF METHOD: Any cost due to a change in construction method will be the responsibility of the contractor.

SC-A-15 CONSTRUCTION SCHEDULE: An overall construction schedule shall be submitted by the contractor to the project engineer at the pre-construction meeting and shall be updated and submitted with each monthly pay application.

A detailed three-week look-ahead schedule shall be updated and submitted weekly 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.

SC-A-16 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 weekly 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 Engineer for the following purposes:

1. Review the overall progress of the work and the current status of the schedule of work.
2. Identification and resolution of problems which are or may be impeding the planned progress of the work.
3. Coordination of the efforts of concerned Parties so that the work progresses per the schedule of work.
4. 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 City 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.

SC-A-17 SUBMITTALS: All materials used for construction must be submitted to the City for approval in the form of a submittal. Submittals shall be submitted electronically via a system agreed upon by the City and Contractor and shall be separated by material. Submittal packages with combined materials will not be accepted. Each submittal shall be clearly identified with a number and material name. The City's Project Engineer will review the submitted data and shop drawings and return to the Contractor with notations thereon indicating "No Exception Taken", "Make Corrections Noted", "Amend and Resubmit", or "Rejected-See Remarks".

SC-A-18 SUBSIDIARY OBLIGATIONS: The following items shall be considered subsidiary obligations of the contract. No separate payment will be made for furnishing, installing, and removing temporary items. No separate payment will be made for furnishing, installing, and removing temporary plugs for pressure testing, temporary connections made from new mains to existing mains, temporary base course or cold mix trench surfacing placed at contractor's option, temporary blow offs for pressure testing; temporary water service to customers as required, cutting and plugging existing lines to facilitate new pipe installation, and furnishing and installing detector wire. The contractor shall protect or remove and replace, all shrubs, decorative rock, sod, underground sprinklers, signs, landscaping, fences, or other private or public improvements, adjacent to the construction area. Disturbed areas shall be restored to a condition equal to or better than that which existed prior to construction. All sod shall be replaced unless approved by the municipal inspector to re-use existing sod. Re-sodding of affected areas around new fire hydrants shall be considered a subsidiary obligation of the new hydrant installation.

Asphalt pavement, concrete curb, gutter, sidewalk, and cross pans, etc., along the trench shall be protected unless identified by the plans for removal and replacement. Any concrete not scheduled for removal and replacement that is damaged by the contractor shall be replaced by the contractor at no cost to the City.

As a subsidiary obligation, the Contractor shall be responsible for notifying adjacent property owners and managers prior to construction, of notifying residents of any potential service interruptions, and maintaining water access in accordance with the Special Provisions SC-C-2, SC-C-3, and the Standard Specifications Asphalt pavement, concrete curb, gutter, sidewalk and cross pans, etc., along the trench shall be protected unless identified by the plans for removal and replacement. Any concrete not scheduled for removal and replacement that is damaged by the contractor shall be replaced by the contractor at no cost to the City.

SC-A-19 STORMWATER MANAGEMENT PLAN (SWMP): As a subsidiary obligation of the contract, the Contractor shall be responsible for creating and maintaining the Stormwater Management Plan. The contractor will be required to use the City of Arvada Stormwater Management Plan (SWMP) Template located on the City's Site Disturbance Permit webpage under Quick Links. The revised plan shall be submitted to the City for review prior to any construction work beginning.

SC-A-20 PRORATED PAYMENT ITEMS: The following payment items will be prorated throughout the project based on the dollar amount of the total project completed each month divided by the total contract dollar amount. In no case shall payment exceed 100% of the bid amount on each item.

1. Mobilization
2. Citizen Notification
3. Traffic Control
4. Trench Maintenance and Project Site Cleanup
5. Best Management Practices (BMPs) for Stormwater Management

B. CONSTRUCTION CONSIDERATIONS

SC-B-1 LOCATIONS AND PRIORITIES: The City has identified the following areas to be completed first. These areas will be paved through the City's pavement management project in the summer/fall of 2026:

- Priority 1: Work in Pomona Drive to be completed no later than July 31, 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.

SC-B-2 MINIMIZING WORK ZONE DAMAGES: During all phases of construction including cleanup, contractor shall operate all equipment and utilize personnel so as to minimize or prevent damages to public or private property. The Contractor shall limit operation of heavy equipment to safe prudent speeds and minimize operation of equipment over concrete sidewalks, curbs and gutters. Contractors shall also conduct operations to avoid dings, nicks, gouges, scrapes, etc., on streets and concrete curb, gutter and sidewalks as well as other facilities in the construction area. Should contractors' operations cause damages, contractor shall be fully responsible for repairs at no cost to the City.

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

SC-B-3 LIMITATION ON CONSTRUCTION ZONE: Installation of the water main shall be completed in segments such that no more than two locations are under construction at any one time. These limitations include all aspects of construction including, but not limited to, asphalt removal, excavation, backfill, temporary trench resurfacing, pressure testing and flushing, service connections and cleanup. Adverse weather may delay the construction process. No additional locations may be opened beyond the above limit should weather cause delays.

SC-B-4 TRAFFIC CONTROL AND STREET RESTIRCTIONS: Traffic control methods shall conform to Arvada Engineering Code of Standards and Specifications and the FHA Manual for Uniform Traffic Control Devices and Colorado Supplement thereto. No hand painted traffic control devices shall be permitted. After award of the contract and prior to the start of construction, contractor shall submit (1) electronic of the proposed traffic control plans for approval encompassing all locations of the project. The contractor shall modify the installation to meet requirements of the City of Arvada Traffic Division at no extra charge, if so required. Contractor is responsible for checking specific requirements with Traffic Division prior to final bid preparation.

"No Parking" signs shall be set by the contractor in sufficient time, 24 hours minimum preceding work, to properly clear streets of parking interference. Care shall be taken to insure that "No Parking" signs are promptly removed after work is completed. The City will assist the contractor in clearing parked vehicles in isolated cases where vehicles are in the way and owners fail to respond to "No Parking" signs. Access for local traffic must be maintained at all times on all streets within the project.

The contractor shall notify the Traffic Division of all closures, either partial or complete, of any public street, road, highway or alley per Section 700 of Arvada's Engineering Code of Standards and Specifications. Notification shall be made a minimum of 24 hours in advance of the actual closure; except on commercial, parkway, and collector streets, where a minimum three (3) day advance notice will be required. All streets in the project will be considered for closure to thru traffic except for the following:

1. Pomona Drive – Collector
2. W. 84th Avenue – Collector

The above streets are classified as collector streets. All other streets in the project are classified as local streets. Work hours shall be as outlined in SC-B-5, Working Restrictions

SC-B-5 WORKING RESTRICTIONS: Lane closures in various street classifications are as follows:

COLLECTOR STREETS:	Lane closures 8:30 am – 3:30 pm only Must maintain one lane with adequate flagging at all times
LOCAL STREETS:	Construction Activity & Lane Closures 7:00 am – 7:00 pm only May be closed to thru traffic unless otherwise noted (during working hours)

All work to be completed on the project shall be performed during regular working hours as listed above Monday through Friday. There shall be no construction between 9:00 p.m. and 7:00 a.m. unless it is an emergency or is authorized by the City Manager.

There shall be no shutdowns or tie-ins on Fridays. Existing tie-in locations shall be visualized by test holing prior to the scheduled tie-in date. Flushing operations shall take place on Fridays only if they have begun prior to 8:00 am. High chlorine tests shall take place on Fridays only if they have begun prior to 9:00 am. Pressure testing on Fridays requiring Water Operations Staff support shall begin before 9:00 am. Pressure testing not requiring Water Operations Staff support shall be at the discretion of the City's Inspector.

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

If contractor violates these working time limitations, the Project Engineer may give written notice to stop work on the project at the beginning of the next day's work and work may not resume until contractor provides written explanation for the violation and assurance to the City that there will not be a reoccurrence of the violation. If subsequent working time violations occur, the Project Engineer will notify contractor in writing that there will be a price reduction for each incidence of violation in accordance with this specification. Price reduction will not be imposed where changed contract conditions are encountered during the specific period or the violation in question was a result of circumstances beyond contractor or subcontractor's control. The price reduction will not constitute a penalty but will be considered a failure to perform traffic control in accordance with the contract.

An incident is any violation up to 30 minutes in duration. Each 30 minutes or increment thereof will be considered an incident. A price reduction will be assessed for each successive or cumulative 30-minute period in violation of the working time limitations, as determined by the Project Engineer. The price reduction for each incident will increase at a progressive rate starting with $150 for the second incident and increasing to $600 for the fourth and subsequent incidents in accordance with the following schedule. A 15-minute grace period will be allowed at the beginning of the second incident on the project before the price reduction is applied. The 15-minute grace period applies only to the second incident. The number of incident charges will be accumulated throughout the duration of the contract.

PRICE REDUCTION SCHEDULE

INCIDENT	INCIDENT RATE	TOTAL PRICE REDUCTION
1	Notice to Stop Work	$0
2	$150	$150
3	$300	$450
4	$600	$1050
5	$600	$1650
6	$600	$2250
ETC.	$600	$2850
	ETC.	ETC.

SC-B-6 CONSTRUCTION STAKING & SURVEY MONUMENTS: The Contractor shall be responsible for all construction staking on this project.

The Contractor shall use every reasonable precaution to prevent the damage or destruction of survey monuments adjacent to or on the site. The Contractor shall protect and carefully preserve all aliquot corners, property, NGS, and Arvada survey control monumentation. Any monument that may be disturbed shall be referenced to a minimum of two points outside the limits of construction and replaced by a Colorado Registered Professional Land Surveyor. All monuments disturbed or removed by the Contractor, through negligence or carelessness on their part or on the part of their employees or subcontractors, shall be restored per section 151.02 – Survey Monuments of the City of Arvada Engineering code of Standards and Specifications. A monument record shall be turned into the City immediately after restoration of the monument.

SC-B-7 CONTRACTOR AS BUILTS: Contractor shall maintain at the site one set of specifications, full size drawings, shop drawings, equipment drawings and supplemental drawings which shall be corrected as the work progresses to show all changes made. Drawings shall be available for inspection by the City and a copy should be submitted with each monthly pay application. Upon completion of the contract and prior to final payment, a complete drawing set shall be turned over to the City.

SC-B-8 UTILITY PROTECTION: In many locations, existing gas mains, water and sewer service lines, power poles and other utilities are in close proximity to the construction work. The Contractor may be required to perform excavation with hand shovels and/or provide temporary utility line support and/or reschedule construction so that utility owners can relocate their lines. The contractor's costs to protect and/or support and/or coordinate construction with owners of existing utilities shall be considered a subsidiary obligation of the contract. No separate payment shall be made. As a subsidiary

obligation, the contractor shall also be responsible for protecting existing sections of piping not scheduled for removal that are adjacent to pipe scheduled for removal as part of the work. No separate payment shall be made.

SC-B-9 PROTECTION AND RESTORATION OF EXISTING LANDSCAPE: The contractor shall protect or remove and replace, all shrubs, decorative rock, sod, underground sprinklers, signs, landscaping, fences or other private or public improvements within or adjacent to the project area. Disturbed areas shall be restored to conditions equal to or better than those which existed prior to construction. All sod shall be new unless approved by the municipal inspector to re-use existing sod.

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

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

Protection and restoration of existing shrubs, trees and landscaping shall be a subsidiary cost to the project.

SC-B-10 COORDINATION WITH UTILITIES: Utility lines indicated on the plans have been plotted using the best available information and do not necessarily reflect all utilities which may be encountered during construction or the exact location of all utilities which may be encountered during construction. The contractor shall be responsible for locating all utilities prior to commencing any construction activity that requires excavation in accordance with most current SUE Quality Levels. The contractor shall be responsible for prompt repair of any damage caused to these or other utilities not shown on the plans. In no way will additional payment be made for down time for the repair of utilities that are damaged during construction whether properly marked or unmarked. Contract time only may be adjusted to account for delays due to utility repair. Should a delay in utility repair be significant enough that the contractor decides to demobilize from the project site, no additional payment shall be made for remobilization to the project site once the utility line has been repaired.

It shall be the contractor's responsibility to make all arrangements with the utility owner(s) for utility relocations or adjustments and to coordinate the sequence of such work to eliminate possible conflict with construction progress. The contractor shall provide any advance notice required by the utility owner(s) prior to commencing any work affecting said utility(ies).

Should the Contractor desire and/or choose to perform any additional excavation work required for utility repairs on behalf of the utility owner in order to expedite construction and minimize delays and down time, the City shall in no way be responsible for costs associated with this additional work done for the utility owner.

Work involving changes in, or interference with, utility service shall be done at such times and in such a manner that it will cause the least interference with the proper handling and delivery of the utility service to the receiving customers.

Attention is directed to the possible existence of underground facilities not known to the City and therefore not shown on the plans or in a location different from that which is indicated on the plans or in the special provisions. The contractor shall take reasonable steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service. If the contractor discovers underground facilities not indicated on the plans or in a

different location than indicated on the plans and that will be in conflict with the new construction, he shall immediately give the Engineer and the utility owner written notification of the existence of such facilities and coordinate the rearrangement of the facility as necessary or request a field engineered change as described in SC-A-13, Field Modifications.

No additional payment will be made for field verifying all utility locations whether shown or not shown on the plans, coordination with utility companies, utility relocations or downtime due to utility relocations or repairs but shall be considered a subsidiary obligation of the contract.

SC-B-11 TEST HOLES (connections to existing): The Contractor shall be required to locate all connections to existing points along proposed construction areas to determine exact size, type, location and depth of existing water mains prior to scheduling a tie-in date. Any required design changes due to the findings from the test hole must be submitted to the project engineer in accordance with SC-A-13, Field Modifications.

Payment: Test holes shall be paid for only the connection points shown on the plans, to verify existing water main locations ahead of the scheduled tie-in day. The unit price for this item includes, but is not limited to, utility locating services, vacuuming and disposal of existing backfill, imported backfill and asphalt patch-back in accordance with the governing agency's standards and permit requirements, and all associated costs, materials, labor, tools, and equipment necessary to test hole existing underground utilities in accordance with the drawings and specifications.

SC-B-12 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. Quality assurance materials testing will be coordinated by the City on this project. The City will contract with a third-party testing company for this work. 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.

SC-B-13 TRENCH BACKFILL: For this project native soil shall not be considered suitable for backfill and shall be hauled off site by the Contractor. CDOT class 1 structural fill shall be imported. This work shall be considered subsidiary to the furnishing and installation of the main pay item, and no separate payment shall be made.

SC-B-14 TRACER WIRE: Tracer wire shall be attached to all newly installed water mains per the City of Arvada's Engineering Code of Standards and Specifications section 420.20, Tracer Wire, Warning Tape, and Marker Posts. This work shall be considered subsidiary to the furnishing and installation of the main pay item, and no separate payment shall be made.

SC-B-15 ABANDONMENT OF VALVE BOX: Existing valve boxes on mains that will be abandoned shall be removed entirely once the new main is placed in service.

Measurement: The unit of measure for this item is each.

Payment: Shall include labor, materials, equipment, excavation, valve box removal, backfill, and landscape restoration. Excluded from this item are asphalt removal and replacement and concrete removal and replacement.

SC-B-16 REMOVAL OF EXISTING FIRE HYDRANT: Fire hydrants identified for removal in the approved plans shall be salvaged to the City's Water Operation Shops.

Measurement: The unit of measure for this item is each.

Payment: Shall include labor, materials, equipment, trench excavation, fire hydrant removal, backfill, landscape restoration, delivery to the shops. Excluded from this item are asphalt removal and replacement and concrete removal and replacement.

SC-B-17 TRENCHLESS REHABILITATION: Rehabilitation of the sanitary sewer mains at the locations as shown on the Project Drawings shall be completed using a City of Arvada approved CIPP process as described in the section SC-B-20 of these Special Conditions. Slip lining will not be allowed. Glass Reinforced Plastic (GRP) cured-in-place thermosetting resin pipe supplied and installed in accordance with ASTM F2019 that is cured with ultraviolet light will be considered an acceptable alternative process for the work on this project.

Costs for this work shall include cleaning any existing root intrusion or other dirt or debris inside the pipe prior to the installation of the CIPP. All 8" felt CIPP liner shall be minimum 0.21" wall thickness or in accordance with ASTM F1216, Appendix X.1, whichever results in a greater wall thickness. The minimum Modulus of Elasticity of the felt CIPP liner per ASTM F1216 shall be 250,000 psi. CIPP shall be designed assuming no bonding to the original pipe wall. All CIPP shall be designed assuming a fully deteriorated condition of the existing pipe.

For UV cured glass reinforced plastic liner only:

- All UV cured-in-place, glass reinforced plastic lining products shall comply with ASTM F2019, or intent thereof as determined by the Engineer, minimum finished liner thickness 3-mm and maximum of 6-mm up to 15-inch diameter (M liner). Wall thicknesses shall be a minimum of 3-mm to a maximum of 10-mm from 18-inch to 33-inch diameter (S liner) (except for services).
- The Contractor shall furnish a general purpose, polyester or vinyl ester UV Curing resin and catalyst system compatible with the Ultraviolet Light Curing process that provides cured physical strengths specified herein.
- Liner material shall be manufactured with resins pre-impregnated within the liner to eliminate the possibility of air bubbles and voids.
- The reconstruction tube will be vacuum impregnated with UV Curing Resins in the manufacturing facility prior to installation. The Contractor shall allow the Owner to inspect the materials before installation.
- The Pre Impregnated UV Light Fiberglass Liner shall be inserted through the existing manhole or other approved access by means of a pull-in-place process by means of a winch in which will fully extend it to the next designated manhole or termination point. The Fiberglass Liner shall be inflated in place slightly with air to the manufacturer's specification for installing the UV Chain. The Ultraviolet Light Chain, with built in safety air loss shut off sensors, as provided by the ProKasro UV light chain, Shall then be installed into the liner and the gates are then to be closed. The Fiberglass liner will then be inspected with a camera mounted on the UV Chain as it is pulled to the end of the liner. After inspection and complete inflation to the manufacturer's specifications, the UV light bulbs will be turned on. The curing will commence at a rate specified by the manufacturer according to the total dimensions of the size of the liner.
- As the liner is curing the UV Curing System shall record all curing data in digital video format for the viewing of the City.
- Initial cure shall be deemed to be complete when the UV Chain arrives at the initial entry point of insertion.

- The Contractor shall apply a hydrophilic seal at the terminus of each segment. The seal shall be of a material compatible with the CIPP material.

SC-B-18 EPOXY PROTECTIVE COATING FOR SANITARY SEWER MANHOLE: As identified in the approved plans and/or when 10 feet of horizontal separation between a sanitary sewer manhole (maintenance hole) and a water main cannot be maintained then the maintenance hole shall be epoxy lined per section 522.10.02, In-Place Rehabilitation of Existing Maintenance Holes, of the City of Arvada Engineering Code of Standards and Specifications.

Measurement: The unit of measure for this item is each.

Payment: Shall include labor, materials, equipment, bypassing, cleaning, epoxy coating application, and any other incidentals required to line the maintenance hole.

SC-B-19* CURED IN PLACE PIPE (CIPP): CIPP rehabilitation of pipelines and conduits shall be the installation of a resin impregnated flexible tube which is inverted into the original conduit by use of a hydrostatic head. The resin is cured by circulating hot water or steam within the tube. When cured, the finished pipe (CIPP) will be continuous and tight fitting.

The work shall consist of cleaning, TV inspecting, and preparing the sewer, bypass pumping as required, installing and curing the resin-impregnated tube, testing the installed CIPP, and reconnecting all live service lines.

The work shall consist of furnishing all labor, material, tools, equipment, and incidentals necessary to complete the project.

MATERIAL:

a. Tube: The tube material shall meet the requirements of ASTM F-1216, Section 5.1 and ASTM D-5813. The tube shall have a uniform thickness that when compressed at installation pressures will equal the specified nominal tube thickness. The tube shall be fabricated to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion. The outside layer of the tube (before inversion) shall be translucent plastic coated with a flexible material that clearly allows inspection of the resin impregnation (wet-out) procedure. The plastic coating shall not be subject to de-lamination after curing of the CIPP. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No materials shall be included in the tube that is subject to delamination of the cured CIPP. The wall color of the interior pipe surface of the CIPP after installation shall be white or light brown so that a clear detail examination with closed circuit television inspection equipment may be made.

b. Resin: The resin system shall meet the requirements of ASTM F-1216 and ASTM D-5813. The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with an additional 5% to 10% allowance for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used to uniformly distribute the resin throughout the tube.

STRUCTURAL REQUIREMENTS: The CIPP shall be designed in accordance with ASTM F-1216, Appendix XI. The design shall assume no bonding to the original pipe wall. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers cleanly with a pointed probe; nor shall separation of the layers occur during testing as required by this specification. The CIPP shall conform to the minimum structural properties as listed in Table 1 of ASTM F1216 and requirements of ASTM D-5813. The cured pipe material (CIPP) shall conform to the minimum structural standards, as listed below:

- Flexural Stress (ASTM D-790) 4,500 psi
- Modulus of Elasticity (ASTM D-790) 250,000 psi
- Chemical Resistance (ASTM D-453) loss not to exceed values for required strength

The Proposer shall determine the actual lengths of the material needed by field verification.

MEASUREMENT AND PAYMENT: The unit price bid per linear foot for this item shall include, but not be limited to, furnishing and setting up all equipment, labor and materials necessary for the construction process; furnish water and energy required for the pipe process; furnish and apply thermal setting resin and impregnating the CIPP pipe material; curing and trimming; testing and laboratory costs; inspection of pipelines and videotaping (before and after CIPP installation) and sewer line cleaning as referenced in other sections of these specifications; and all other related and necessary labor, equipment and materials required to complete this item in accordance with these specifications, the City of Arvada Engineering Code of Standards and Specifications and these bid documents.

SC-B-20 INSPECTION AND TESTING: CIPP samples shall be prepared and physical properties tested in accordance with ASTM. F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in Table 1 of the applicable ASTM standard. The results shall be submitted to the Owner.

Wall thickness of samples shall be determined as described in Paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 95% of the minimum design wall thickness as calculated in paragraph 5.6 of

ASTM F1743.

If the deviation in thickness of the finished CIPP is less than 5%, no adjustment in payment will be made. If the deviation in thickness is measured to be between 5% and 10%, a 10% reduction in the CIPP unit cost will be applied. If the deviation in thickness is greater than 10% the entire run will be rejected and the line segment shall either be relined or replaced at the contractor's cost at the discretion of the Engineer.

SC-B-21 SEWER LINE CLEANING: No separate measurement or payment shall be made for sewer line cleaning of lines to be rehabilitated using trenchless technology but shall be considered a part of the unit price bid per linear foot of CIPP installed.

Sewer line cleaning shall include, but not be limited to, furnishing and setting up all the equipment and labor necessary to clean the sewer to be rehabilitated; to furnish water for jetting; furnish energy required for de-rooting equipment; and other power cleaning machines' removal of all foreign material from the sewer pipe walls that will prevent the proper installation of the CIPP; transporting sediment for proper disposal; payment of any and all landfill fees; and all other related labor, equipment and materials required to complete this item in accordance with these specifications and bid documents. If hazardous materials are encountered during the sewer line cleaning and testing, a cost will be negotiated for handling of these materials, and a field order or change order will be issued.

SC-B-22 INSPECTION OF PIPELINES AND VIDEOTAPPING: No separate measurement or payment shall be made for pre and post construction inspection and videotaping of pipelines to be restored using trenchless technology but shall be considered a part of the unit price bid per lineal foot of CIPP installed. Post construction videos shall be submitted weekly showing the segments completed the previous week.

Inspection of pipelines and videotaping both prior to and after installation of the CIPP shall include, but not be limited to, furnishing and setting up all equipment and labor necessary to inspect the sewer to be rehabilitated by closed circuit television, record on video tape the TV inspections; determine, identify and locate live sewer taps; determine extended sewer taps that require trimming; locate and identify structural deficient pipe sections that may be considered for point repairs; supply energy required for all equipment and all other related labor, equipment and materials required to complete this item in accordance with these specifications and bid documents. The video camera rate of travel shall not exceed 30 feet per minute.

Leakage testing of the CIPP shall be accomplished during cure while under positive head. CIPP products in which the pipe wall is cured while not in direct contact with the pressurizing fluid (e.g., a removable bladder) must be tested by an alternative method of an acceptable low pressure air or water exfiltration test at 4 to 5 psi above the groundwater pressure.

SC-B-23 TWO 8" INCH SERVICE RECONNECTIONS FOR SCHOOL: The two (2) eight (8) inch service reconnections for Pomona High School shall only occur when school is out of session. At no point during construction shall the school be without service during normal school hours. The Contractor shall be responsible for coordinating with the school and the City on this work a minimum of **three (3) weeks** prior to work being performed.

Measurement: The unit of measure for this item is each.

Payment: Shall include labor, materials, equipment, excavation, 12"x8" tee and any other fittings to service reconnection, backfill, and landscape restoration. Excluded from this item are asphalt removal and replacement and concrete removal and replacement.

SC-B-24 PAVEMENT MARKINGS: Any pavement marking disrupted to complete any portion of this project shall be the responsibility of the contractor to replace.

Measurement: The unit of measure for this item is lump sum.

Payment: This item will be paid according to the City of Arvada Engineering Standards and Specifications section 1177.00

SC-B-25 REPLACEMENT OF NON-COPPER WATER SERVICE LINE/INSTALLATION OF COPPER WATER SERVICE LINE:

Any water service pipe encountered other than copper, such as lead, galvanized pipe, cast iron, etc., shall be replaced from the corporation stop to the meter pit or curb stop. All service pipes shall be installed at four (4) feet minimum depth of cover.

Measurement: The quantity paid for shall be the number of lineal feet of Type K copper as measured along centerline of the pipe from the corporation stop to the curb stop or meter pit.

Payment: Shall include labor, materials, equipment, excavation, dewatering, boring under sidewalks and curbs if directed by City representative, returning disturbed areas to a condition equal to or better than that which existed prior to construction including fine grading, sodding, replacement of landscaping, underground sprinklers, etc., and any other incidentals required and accepted to replace non-copper water service from corporations stop to meter pit or curb stop in place excluding trench resurfacing, select backfill, and removal and replacement of concrete curb, gutter, and

sidewalk.

SC-B-26 BEST MANAGEMENT PRACTICES (BMPs) FOR STORMWATER MANAGEMENT: This section provides a set of criteria and technical guidance for erosion and sediment control and material management at utility construction sites. Erosion control measures limit erosion of soil from disturbed areas including stockpiled material at the construction site. Sediment control measures prevent the transport of sediment off-site to downstream properties and stormwater conveyances. Materials management is the practice of containing and controlling all materials used in order to eliminate potential pollutants from leaving the site. Due to the fast-paced nature of utility projects, the site's erosion and sediment controls and material management BMPs must be inspected and maintained by the owner/operator daily.

Measurement: No separate measurements will be made for maintaining the BMPs in accordance with these standards and also for controlling mud and dust sufficiently to eliminate affected property owners and citizens from calling the City and registering a complaint pertaining thereto.

Payment: Prorated payment of the contract amount bid for stormwater management will be made monthly. The percentage paid shall be equal to the percentage of the total contract dollar amount completed that month. Payment shall be full compensation for all materials, equipment, labor, etc., required to install and adequately maintain stormwater BMPs during the performance of the work.

Site Development Permit (SDP):

In accordance with the City of Arvada's permit criteria, contractors performing underground utility construction including the installation, maintenance and repair of all utilities under hard-surfaced roads, streets or sidewalks must acquire a City Site Development Permit and implement and maintain erosion control, sediment entrapment, and material management BMPs.

Initial documentation required:

a) Completed SDP Application
b) Application fee (waived for City funded projects)
c) Escrow/LOC (waived for City funded projects)
d) Site Map
e) Potential pollutant list
f) BMP specification details

SDP – Required Documentation:

A site map including construction boundaries, all proposed locations of BMPs, stockpiles, staging areas, portable restrooms, concrete containment, construction material storage and waste material storage must be prepared by the contractor and provided to the City's Stormwater Division for approval prior to beginning work. This site map must be updated daily by the contractor to reflect the site's condition.

Potential pollutants must be listed and BMPs prescribed for each individual pollutant. If onsite fueling or maintenance will be conducted, a spill plan must be provided to the Stormwater Division prior to beginning work and a copy must be retained by fueling/maintenance personnel during operations.

A copy of these requirements including BMP specifications and details must remain on site and be referred to by any personnel installing, maintaining, repairing, repositioning or inspecting BMPs.

A daily log of BMP inspections, installation, repair and maintenance must be kept on site. This log must contain the date, name, location of BMP, and nature of work. It must also include that the site map was revised.

SDP – Enforcement Policy:

If it is determined by the City inspector that BMPs are not inspected, installed and maintained daily, payment to the contractor may be withheld. If BMPs are not installed or maintained for a period of three consecutive days, a separate company will be contracted to do the work whereas costs incurred will be 100% reimbursed to the City with an inclusion of an additional 50% for administrative fees.

Site Development Permit BMP Requirements for Underground Utilities:

- ✓ All paved surfaces, gutters and sidewalks affected by utility work must be cleared at the end of each day.
- ✓ Where consistent with safety and space considerations, excavated material is to be placed on the uphill side of trenches.
- ✓ Trench dewatering discharges must be filtered, and it will not be allowed to come in contact with stockpiles or soils remaining on paved surfaces or in gutters. Site dewatering permits must be obtained from the Colorado Department of Public Health and Environment.
- ✓ Water main flushing discharges must be routed around disturbed areas and stockpiles. Water must not come in contact with soil stockpiles or soils remaining on paved surfaces or in gutters.
- ✓ All inlets within and downstream of work areas must be protected.
- ✓ Curb check dams must be installed at all locations downstream of work areas where stormwater flows may

potentially come in contact with dirt and exit the work area.

- ✓ An area must be designated for construction material waste. All waste materials must be placed into waste containers and covered immediately.
- ✓ Portable toilets must be provided on site and an area designated for their placement.
- ✓ A portable concrete washout basin must be provided on site should any type of concrete work be conducted. If small amounts of concrete are to be prepared on site, containment is required.
- ✓ Staging areas must be designated and employ appropriate BMPs. Staging areas (whether on public or private property) must be restored to a condition equal to or better than that which existed prior to construction, including necessary re-vegetation.
- ✓ Stockpiles must, at all times, have a perimeter BMP installed at the downstream side, and all material dragged from a stockpile during operations must be swept back into the pile at the end of each day.
- ✓ All erosion and sediment control practices shall be maintained and repaired by the owner/operator during the construction phase, as needed, to assure continued performance of their intended function. All BMPs must be inspected, maintained and replaced daily if necessary.
- ✓ After all work has been completed, including asphalt and re-vegetation, clean out and remove all temporary construction BMPs within 48 hours.

***SC-B-27 SECONDARY CONTAINMENT FOR UTILITY CROSSING*:** As identified on the approved plans and/or when a minimum of 18 inches of vertical separation between a water main and another utility is not feasible, protection of utilities crossing other utilities shall be as follows:

- The new waterline shall be placed such that a stick of pipe or full pipe segment is centered at the crossing.
- If the minimum vertical clearance cannot be met, where a new waterline crosses under a dry utility (e.g., electric, gas, telecommunications, fiber optics), a field decision will be made by the City of Arvada Inspector as to whether or not a lowering is necessary.
- If the minimum vertical clearance cannot be met, where a new waterline crosses over a dry utility (e.g., electric, gas, telecommunications, fiber optics), no action is needed unless the dry utility is visible in the trench, at which point a water lowering may be required, as determined by the City of Arvada Inspector.
- If the minimum vertical clearance cannot be met, where a new waterline crosses under a sanitary sewer or storm sewer, Controlled Low Strength Material (CLSM) flowable fill (200-psi) shall be applied to encase the sanitary/storm pipe, extending 10 linear feet each side of crossing.
- If the minimum vertical clearance cannot be met, where a new waterline crosses over a sanitary sewer or storm sewer, Controlled Low Strength Material (CLSM) flowable fill (200-psi) shall be applied to encase the sanitary/storm pipe, extending 10 linear feet each side of crossing. If the sanitary/storm pipe is visible in the trench, a water lowering may be required, as determined by the City of Arvada Inspector.

  Measurement: The unit of measure for this item is each.

  Payment: Shall include labor, materials, equipment, excavation, backfill, and any other incidentals required to apply the material.

C. OBLIGATIONS TO THE PUBLIC

SC-C-1 TRENCH MAINTENANCE AND PROJECT SITE CLEANUP: Contractor shall coordinate the work and minimize inconveniences to citizens, affected property owners and the traveling public. Residents shall be notified 24 hours prior to the time that access must be denied to their parking spaces when access to said residential parking lots will be blocked for a period in excess of one (1) hour. Residents shall be provided access to their parking lots between 5:00 P.M. and 7:30 A.M., and at all times on weekends and holidays or when work is not underway.

No more than fifteen (15) feet of trench is to be left barricaded and opened overnight. Cold mix or base course trench surfacing shall be maintained free of surface ruts until permanently resurfaced. Cold mix, roto millings, or base course shall be placed during backfill installation and shall remain in place until weather permits the installation of hot plant mix.

Throughout all phases of construction, including suspension of work, and until final cleanup, the contractor shall keep the work site clean and trench surfaces rut free. The contractor shall abate mud and dust by sweeping, flushing with a fire hose, scraping mud off paved surfaces, removing excess mud from trenches and replacing with base course or other means as necessary. This work shall be completed at a minimum on a daily basis or more frequently as required by the Engineer and/or Inspector to maintain a clean work site. Loose rock scattered beyond the trench limits shall be swept, picked up and removed from the site. Gutters and roadside ditches shall be kept open to allow storm water runoff as well as water from flushing operations to flow to storm drainage inlets or roadside ditches and prevent the water from running down sidewalks or on private property. Contractor will be responsible for any damage caused by flushing operations due to gutters, roadside ditches or other natural drainage ways being blocked by construction materials. Contractor shall also be responsible for providing inlet protection to all storm water inlets susceptible to runoff from the project due to flushing operations and/or rainfall. Fine soil particles from construction operations shall be prevented from entering the storm sewer system. New water mains will not be filled or flushed until this provision has been met.

Final right-of-way and area clean-up shall include the removal of all debris, etc., including fine soil particles. Various methods of clean-up shall be acceptable, if the area can be cleaned to a condition equal or better than pre-construction conditions as determined by the City's Inspector.

Note: For each calendar day a substantive complaint is received from an affected citizen or for each day that trench maintenance and project site cleanup is not completed in accordance with the above parameters as determined by the Engineer and/or Inspector, the total contract amount will be reduced by $250. The Engineer will investigate or have his designated representative investigate all registered complaints. The Engineer shall determine if the complaint is substantive. His decision will be final.

Measurement: No separate measurement will be made for patrolling base course or cold mix trench surfacing, removing loose rock or mud from pavement surfaces, maintaining the trench surface in a rut free condition, and controlling the mud and dust sufficiently to eliminate affected property owners and citizens from calling the City and registering a complaint pertaining hereto.

Payment: Prorated payment of the contract amount bid for trench maintenance and project site cleanup will be made monthly. The percentage paid shall be equal to the percentage of the total contract dollar amount completed that month minus any deductions for inadequate trench maintenance or substantive complaints received as determined by the Engineer and/or Inspector. Payment shall be full compensation for all materials, equipment, labor, etc. required to maintain a clean work site and/or prevent substantive calls from being registered with the City during the performance of work

SC-C-2 SERVICE INTERRUPTION & NOTIFICATION: The contractor shall notify, in person, all parties that will be affected a minimum of forty-eight (48) hours prior to the time the contractor will disconnect, or interrupt known sewer or water service or immediately upon the interruption of a service not shown on the plans. All services interrupted or damaged shall be immediately repaired and service restored. **NO SERVICES SHALL BE LEFT INOPERATIVE OVERNIGHT**. Contractor must provide, install, and maintain all temporary piping and fittings required to provide temporary overnight water service to residents during installation of cured in place pipe. All water delivered to residents must meet CDPHE and City drinking water standards. Notification for water shutoffs on Monday shall be made by 4:00 p.m. the previous Friday. The City will provide the contractor with notification card door hangers to leave in the event no one can be contacted in person at the residence or business. The City will also provide shut off lists to the contractor for each required shut off so that all residents who will be affected during a particular shut off are notified.

The City of Arvada Utilities Division will operate all existing valves, hydrants, blow offs, and curb stops. **NO VALVE OR OTHER CONTROL ON THE EXISTING SYSTEM SHALL BE OPERATED FOR ANY PURPOSE BY THE CONTRACTOR.** The contractor shall advise all water customers prior to interrupting flows so they may make provisions to store sufficient water for their interim needs. Service termination periods shall not exceed four (4) hours. Interruption of service shall be limited to the hours between 8:30 a.m. and 3:00 p.m., unless prior approval is received from the Project Engineer and/or 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 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.

SC-C-3 MAINTAINING WATER SERVICE: Water service to all customers shall be a priority item of this work. Water service to schools, businesses, hospitals, medical centers and all other commercial enterprises and those other customers that indicate a need for uninterrupted water service shall not be interrupted during school or business hours. In certain instances, work may need to be done overnight in order to meet this requirement. Overnight work must be approved in writing by the City Manager prior to commencement. If necessary, that an interruption is to be made or if an unintentional interruption occurs, contractor shall provide the necessary temporary piping, hoses, etc., to provide temporary water service to those customers. All water delivered shall meet CDPHE and City drinking water standards. This work shall also be coordinated through the City's Water Utility Division.

This work shall be considered a subsidiary obligation of water main installation contract work. No separate payment shall be made for supplying temporary water service to any customer during this work or for completing work during overnight hours in order to maintain an uninterrupted water supply during school or business hours where necessary.

SC-C-4 DISINFECTION, TESTING, AND FLUSHING OF NEW WATER MAINS: Disinfection, testing, and flushing shall be performed in accordance with the requirements of the Colorado Department of Public Health and Environment and shall comply with AWWA C651 and the City of Arvada Engineering Code of Standards and Specifications section 412.13. City forces will operate all valves required to fill and flush the new water mains in order to put them into service. Mains shall be installed whenever possible (in accordance with the construction drawings) so that the new main can be filled from the low point of the new line in order to allow air to be released from the high point of the new line and avoid air pockets. Prior to pressure testing or placing any new water main in service, a bacteriological analysis of the water in the new main shall be performed by City forces. A minimum of 16 hours after the new main is flushed of the high chlorine residual, a bacteriological sample will be obtained by City forces. Results of the bacteriological analysis shall be available 24 hours after the sample was obtained. If the bacteriological analysis turns out positive, a second test shall be taken. If the second test turns up positive, the main shall be re-flushed and the process started over until a negative bacteriological analysis is obtained. Only after a negative bacteriological analysis is obtained, can a new watermain be placed in service and water services transferred to the new main.

SC-C-5 WORK IN EASEMENTS: The Contractor shall coordinate with private property owners as necessary. Landscaping, surface restoration and fence restoration shall be completed within 24 hours following piping and conduit installation and other construction work.

Certain portions of this project require working near existing structures and property within easements. It is the Contractor's responsibility to conduct its operations and limit the size of equipment used in such a manner to prevent damage to existing property from excessive vibration or from other direct or indirect Contractor operations. The cost associated with repairing or replacing the property that is damaged by the Contractor's operations shall be the responsibility of the Contractor.

SC-C-5 DRIVEWAY ACCESS: Contractor shall coordinate the work and minimize inconveniences to citizens and affected property owners. Residents shall be notified by the contractor 24 hours prior to the time that access must be denied to their driveway or when driveway will be blocked for any period of time. Residents shall be provided access to their driveways between 5:00 pm and 7:30 am, and at all times on weekends or holidays or when work is not occurring.

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. _____.

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), (anindividual).

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. _____ entitled _____ _____ 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 _____. The bidder shall agree to pay the owner the sum of $2,000 for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

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

SUBMITTED BY:

Company Name: _____

Contact Names: _____

Address:

Phone: (_____)_____Email(s): _____

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Contractor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges 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.

REQUIRED CONTRACTOR SUBMITTAL FORM

SUBMITTAL CHECKLIST:

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

- ☐ Submit completed Bid Bond, Bid Proposal, Bid Schedule, Required Contractor Submittal, and any other attachments requested.
- ☐ Submit implementation timeline and warrantees, if applicable.
- ☐ Attach Contractor's Licensing, if applicable.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable.
- ☐ 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: _____

_____

VENDOR NAME: _____ **SOLICITATION #:** _____

OR QUOTE #: _____

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.

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: _____

CHANGE ORDER
No. ___

TO:

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

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

TOTAL ADD **$**

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

Contract Time Expires on:

APPROVED FOR CITY

_____

8101 Ralston Road
Arvada, CO 80002

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

For Rachael Morris, City Attorney

By: _____

ACCEPTED FOR CONTRACTOR

By:_____
Title:_____
Date: _____

CITY OF ARVADA

BID SCHEDULE

26-WA-01
WATER MAIN REPLACEMENT - W 84TH AVE - POMONA DR, W 67TH AVE - HOLLAND CT

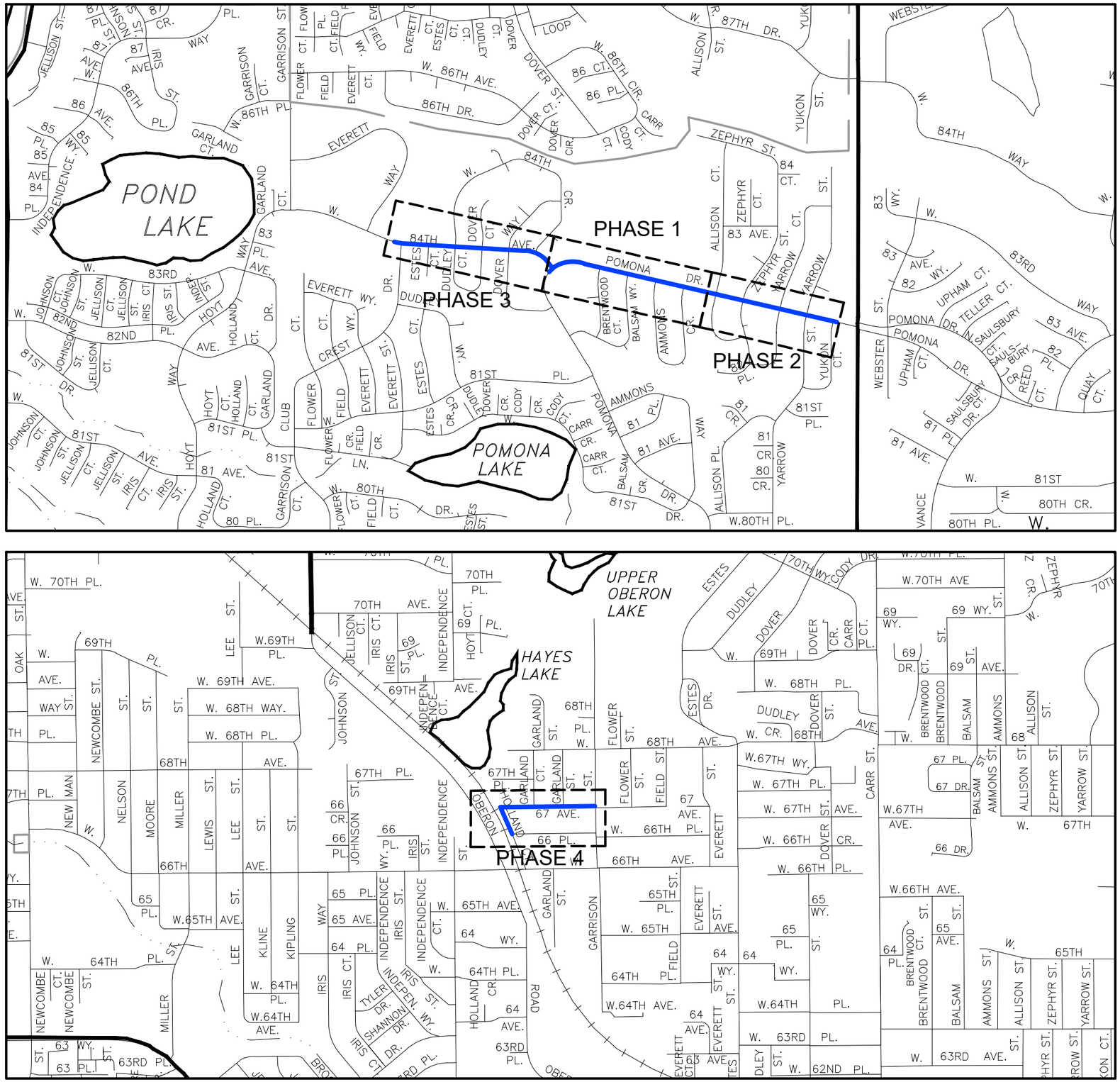
CONTRACTOR _____

BID PREPARED BY _____ **DATE** _____

ITEM NO.	ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	COST
WEST 84TH AVENUE - POMONA DRIVE					
1	12" PVC WATERLINE AND FITTINGS	LF	4235		$0.00
2	12" GATE VALVE AND BOX	EA	14		$0.00
3	8" PVC WATERLINE	LF	1239		$0.00
4	8" GATE VALVE AND BOX	EA	21		$0.00
5	ABANDON VALVE BOX	EA	23		$0.00
6	FIRE HYDRANT ASSEMBLY	EA	6		$0.00
7	REMOVE FIRE HYDRANT	EA	6		$0.00
9	CONNECT TO EXISTING 12" MAIN	EA	1		$0.00
10	CONNECT TO EXISTING 8" MAIN	EA	1		$0.00
11	CONNECT TO EXISTING 6" MAIN	EA	23		$0.00
12	CHLORINATION AND PRESSURE TESTING	EA	6		$0.00
13	TAP MAIN AND INSTALL CORP STOP (IRRIGATION IN MEDIAN)	EA	2		$0.00
14	RECONNECT IRRIGATION WATER SERVICE	EA	2		$0.00
16	SELECT BACKFILL (CLASS 1 STRUCTURAL)	CY	1823		$0.00
17	REMOVE AND REPLACE CONCRETE (CROSSPANS)	SY	27		$0.00
18	ASPHALT REMOVAL AND RESURFACING	SY	3041		$0.00
19	REMOVE CURB AND GUTTER - PLACE ASPHALT CURB	LF	633		$0.00
20	EPOXY COATING MANHOLE	EA	1		$0.00
21	***SECONDARY CONTRAINMENT FLOWFILL***	***EA***	***6***		$0.00
22	PAVEMENT MARKINGS	LS	1		$0.00
HOLLAND COURT - WEST 67TH AVENUE					
23	8" PVC WATERLINE AND FITTINGS	LF	1131		$0.00
24	8" GATE VALVE AND BOX	EA	5		$0.00
25	ABANDON VALVE BOX	EA	7		$0.00
26	FIRE HYDRANT ASSEMBLY	EA	2		$0.00
27	REMOVE FIRE HYDRANT	EA	2		$0.00
28	CONNECT TO EXISTING 8" MAIN	EA	3		$0.00
29	CONNECT TO EXISTING 12" MAIN	EA	1		$0.00
30	CHLORINATION AND PRESSURE TESTING	EA	1		$0.00
31	TAP MAIN AND INSTALL CORP STOP (3/4")	EA	13		$0.00
32	RECONNECT WATER SERVICE	EA	13		$0.00
33	SELECT BACKFILL (CLASS 1 STRUCTURAL)	CY	377		$0.00
34	REMOVE AND REPLACE CONCRETE (CROSSPANS)	SY	6		$0.00
35	ASPHALT REMOVAL AND RESURFACING	SY	628		$0.00
36	PAVEMENT MARKINGS	LS	1		$0.00
GENERAL					
37	MOBILIZATION	LS	1		$0.00
38	TRAFFIC CONTROL	LS	1		$0.00
39	TRENCH MAINTENANCE AND PROJECT SITE CLEANUP	LS	1		$0.00
40	BEST MANAGEMENT PRACTICES FOR STORMWATER MANAGEMENT	LS	1		$0.00
41	SURVEY	LS	1		$0.00
42	TEST HOLES	EA	29		$0.00
43	MINOR CONTRACT REVISIONS ($150,000.00 FORCE ACCOUNT)	LS	1		$0.00

TOTAL BASE BID			**$0.00**

TOTAL BASE BID WRITTEN _____



CITY OF ARVADA

PROJECT NO. 25-WA-__
WATER MAIN REPLACEMENT
W 84TH AVE - POMONA DR, W 67TH AVE - HOLLAND CT

INDEX

KEY	DESCRIPTION	SHT.
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	POMONA DR	7-14
	HOLLAND CT - W 67TH AVE	15

BASIS OF BEARINGS:

BEARINGS ARE BASED ON A GRID BEARING NORTH 89°01'39" EAST, A DISTANCE OF 2639.91 FEET ALONG THE NORTH LINE OF THE SW ¼ OF SECTION 26 FROM THE WEST ¼ CORNER TO THE CENTER ¼ CORNER OF SECTION 26, MINUMENTED AT EACH END BY A 3½" ALUMINUM CAP PLS-37967 AND A 3¼" ALUMINUM CAP PLS-23904, RESPECTIVELY.

BASIS OF ELEVATIONS:

NAVD 88 ELEVATIONS OF CONTROL POINTS 100, 110, 120, 130, WERE DERIVED BY A LEVEL LOOP FROM NGS BENCHMARK X412. BENCHMARK X412 WAS HELD AS THE PROJECT BENCHMARK WITH A PUBLISHED NAVD 88 ELEVATIONOF 5441.75 FEET.

PRELIMINARY NOT FOR CONSTRUCTION

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
SD	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:

A. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS", LATEST EDITION, UNLESS OTHERWISE SPECIFIED HEREIN.

B. ALL MUNICIPAL GENERAL CONTRACTORS SHALL BE LICENSED WITH THE CITY OF ARVADA ENGINEERING DIVISION.

C. ALL WORK WILL REQUIRE A CITY OF ARVADA ENGINEERING DIVISION RIGHT-OF-WAY (ROW) OR DEVELOPMENT (DEV) PERMIT PRIOR TO THE START OF CONSTRUCTION. ANY CONSTRUCTION WITHIN THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) RIGHT-OF-WAY WILL REQUIRE A CDOT CONSTRUCTION PERMIT PRIOR TO ANY WORK IN THEIR RIGHT-OF-WAY.

D. ALL CONTRACTORS AND SUBCONTRACTORS SHALL HAVE A 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.

E. INSPECTIONS MUST BE SCHEDULED FOR EVERY DAY THAT CREWS ARE WORKING. INSPECTIONS ARE COMPLETED ON A DAILY BASIS MONDAY THROUGH FRIDAY BETWEEN 8:00 AM AND 3:00 PM, AND MUST BE SCHEDULED ONLINE BY 6:00 AM THE DESIRED DAY OF INSPECTION. TO SCHEDULE INSPECTIONS PLEASE VISIT ARVADAPERMITS.ORG.

F. SUE REQUIREMENTS SHALL BE MET PRIOR TO PROJECT APPROVAL. THE CONTRACTOR IS RESPONSIBLE TO VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AND TO PROTECT THEM DURING CONSTRUCTION.

G. THE CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT SAFETY INCLUDING, BUT NOT LIMITED TO, TRENCH EXCAVATION AND SHORING, TRAFFIC CONTROL AND SECURITY.

H. BENCHMARK LOCATION, ELEVATION AND DATUM ARE AS NOTED.

I. AS-BUILT DRAWINGS SHOWING ALL CHANGES FROM THE APPROVED CONSTRUCTION DRAWINGS PER SECTION 222.00 OF THE ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF ARVADA ENGINEERING WARRANTY DIVISION PRIOR TO INITIATION OF THE REQUIRED TWO YEAR WARRANTY PERIOD. UTILITY AS-BUILTS SHALL INCLUDE STATIONING OF ALL FITTINGS, SERVICES AND PERTINENT ELEVATION. BUILDING PERMITS FOR ANY BUILDINGS OR STRUCTURES WITHIN THE DEVELOPMENT WILL NOT BE ISSUED UNTIL THE PROJECT IS IN INITIAL WARRANTY.

J. PUBLIC IMPROVEMENT TAX WILL ALSO BE COLLECTED AT TIME OF PERMIT. USE TAX IS CALCULATED ON THE JOB VALUE PROVIDED ON YOUR APPLICATION. SALES AND USE TAX IS REQUIRED BY LAW ON ALL MATERIALS AND EQUIPMENT INCORPORATED IN OR USED IN THE PERFORMANCE OF THE WORK. THE CONTRACTOR/DEVELOPER IS SUBJECT TO AUDITS ON THESE TAXES. ONCE THE PERMIT IS ISSUED, PLEASE USE THE PERMIT WHEN PURCHASING GOODS AND MATERIALS FOR YOUR PROJECT. IF YOU ARE AN ARVADA BUSINESS LICENSE HOLDER YOU CAN SUBMIT YOUR BUSINESS LICENSE NUMBER FOR QUARTERLY REPORTING. IF THE PROJECT IS TAX-EXEMPT, YOU WILL NEED TO INCLUDE YOUR PROJECT SPECIFIC TAX EXEMPT FORM OR THE PERMIT WILL NOT BE ISSUED UNTIL THIS FORM HAS BEEN RECEIVED, REVIEWED AND APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION.

K. OWNER/DEVELOPER SHALL OBTAIN A STORMWATER CONSTRUCTION PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, WATER QUALITY CONTROL DIVISION, PRIOR TO CLEARING, GRADING, OR EXCAVATING A SITE OF FIVE (5) ACRE OR MORE (OR LESS IF PART OF A LARGER DEVELOPMENT). A COPY OF THE APPROVED PERMIT MUST BE SUBMITTED TO THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO THE START OF CLEARING, GRADING OR EXCAVATING OF THE SITE. A COPY OF THE APPROVED PERMIT MUST ALSO BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.

L. 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.

M. ALL CURB RAMPS SHALL COMPLY WITH THE LATEST ADA STANDARD.

N. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE CITY OF ARVADA ENGINEERING DIVISIOTHE 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".

O. A PLAN FOR TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE SUBMITTED TO THE CITY OF ARVADA ENGINEERING DIVISION FOR ACCEPTANCE WITH THE ROW OR DEV PERMIT APPLICATIONO PERMITS WILL BE ISSUED WITHOUT AN APPROVED TRAFFIC CONTROL PLAN FOR TRAFFIC CONTROL ON EXISTING ROADS DURING CONSTRUCTION.

P. CONTRACTOR SHALL VERIFY ACCURACY BETWEEN WORK SET FORTH ON THESE CONSTRUCTION DOCUMENTS AND WORK REQUIRED IN THE FIELANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER WHEN APPLICABLE, PRIOR TO START OF CONSTRUCTION OR IMMEDIATELY UPON DISCOVERY.

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

CONSTRUCTION LEGEND:

- M ——— WATER SERVICE TO BE RECONNECTED
- VALVE BOX TO BE ABANDONED
- REMOVE FIRE HYDRANT
- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- SANITARY SEWER MAIN
- STORM DRAIN
- SANITARY SEWER SERIVCE

(APPROX. LOCATION, EXTRACTED FROM GIS DATA)

NO	REVISION	DATE	BY
1			
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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-____
WATER MAIN REPLACEMENT
GENERAL NOTES

ENGINEER
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SHT **2**

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STREET NOTES:

A. CONTRACTOR SHALL HAVE ON SITE A COPY OF THE CITY OF ARVADA APPROVED SUBGRADE SOILS AND PAVEMENT DESIGN REPORT SHOWING MINIMUM REQUIRED SUBGRADE PREPARATION REQUIREMENTS AND MINIMUM REQUIRED PAVEMENT THICKNESSES.

B. 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 REQUIREMENT. BASE COURSE TEST RESULTS SHALL ALSO BE APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO INSTALLING PAVEMENALL CONCRETE AND ASPHALT PLACED SHALL BE TESTED IN ACCORDANCE WITH CITY OF ARVADA MINIMUM MATERIALS TESTING STANDARD. TEST RESULTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO INITIATION OF THE REQUIRED TWO YEAR WARRANTY PERIOD.

C. THE SUBGRADE MATERIAL SHALL BE REMOVED TO A DEPTH REQUIRED BY THE CITY OF ARVADA ACCORDING TO INFORMATION OBTAINED FROM LABORATORY TESTS AND/OR AS REQUIRED IN THE PAVEMENT DESIGN REPORT. ADDITIVES OR APPROVED MATERIAL MAY BE REQUIRED IF THE NATIVE MATERIAL IS UNSATISFACTORY. THE SUBGRADE SHALL BE COMPACTED TO A MINIMUM DENSITY DETERMINED IN ACCORDANCE WITH AASHTO DESIGNATION T180 OR T99 AND IN ACCORDANCE WITH CDOT STANDARD SPECIFICATIONS SECTION 203.07.

D. 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." PROOF ROLLING SHALL BE INSPECTED AND ACCEPTED BY THE CITY PRIOR TO INSTALLATION OF PAVEMENT AND/OR CONCRETE FLATWORK.

E. ALL CONCRETE CURB, GUTTER, SIDEWALK AND OTHER FLATWORK WITHIN THE CITY RIGHT OF WAY SHALL BE MINIMUM 6" THICKNESS. CROSSPANS SHALL BE MINIMUM 8" THICKNESS AND MINIMUM 8 FOOT WIDTH. ALL CONCRETE SHALL BE MINIMUM 4500 PSI DESIGN STRENGTH REINFORCED WITH 1.5 LBS/CY FIBERMESH IN ACCORDANCE WITH THE CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS."

UTILITIES NOTES:

A. CONTRACTOR SHALL NOTIFY ALL AFFECTED PARTIES, CITY OF ARVADA UTILITY AND ENGINEERING DIVISIONS, A MINIMUM OF 24 HOURS PRIOR TO ANY WATER OR SEWER SERVICE INTERRUPTION.

B. 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 ENGINEERING INSPECTOR.

C. FIRE SERVICE LINES TO BUILDINGS AND FIRE HYDRANT LATERALS SHALL BE PVC DR-14, C-900 OR 305 PSI, C909.

D. ALL METALLIC FITTINGS SHALL BE WRAPPED WITH MINIMUM 8 MIL THICKNESS POLYETHYLENE ENCASEMENT.

E. ALL NEW WATER LINES, UNLESS OTHERWISE SPECIFIED, ARE TO BE LOCATABLE AND INSTALLED WITH TRACER WIRE PER CITY OF ARVADA SPECIFICATION. COPPER SERVICE LINES ARE EXCLUDED UNLESS OTHERWISE NOTED.

F. STORM, SANITARY AND WATER MANHOLE COVERS SHALL SAY "CITY OF ARVADA STORM, WATER OR SANITARY" WHERE APPLICABLE IN ACCORDANCE WITH THE CITY'S STANDARD LID DETAIL.

G. BLOW-OFFS, BOTH PERMANENT AND TEMPORARY, SHALL BE IN ACCORDANCE WITH CITY OF ARVADA STANDARD DETAIL DRAWINGS.

H. ALL SANITARY SEWER MAINS INSTALLED SHALL BE HIGH PRESSURE JET CLEANED AFTER COMPLETION OF THE FINAL LIFT OF ASPHALT PLACEMENT AND PRIOR TO REQUIRED TELEVISION INSPECTION.

I. CONTRACTOR IS TO NOTIFY AFFECTED IRRIGATION/DITCH COMPANIES A MINIMUM OF 24 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION IN IRRIGATION EASEMENTS OR ON IRRIGATION DITCHES.

EROSION CONTROL NOTES:

A. 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.

B. THERE SHALL BE NO EARTH-DISTURBING ACTIVITY OUTSIDE THE LIMITS DESIGNATED IN THE ACCEPTED PLANS.

C. 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.

D. AT ALL TIMES DURING CONSTRUCTION, THE DEVELOPER SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING ON-SITE EROSION INCLUDING KEEPING THE PROPERTY SUFFICIENTLY WATERED SO AS TO MINIMIZE WINDBLOWN SEDIMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR INSTALLING AND MAINTAINING ALL EROSION CONTROL FACILITIES SHOWN HEREIN.

E. 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.

F. 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 INSTALLENO 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.SEED/MULCH, LANDSCAPING, ETC.) IS INSTALLED, UNLESS OTHERWISE APPROVED BY THE CITY OF ARVADA STORMWATER INSPECTOR.

G. IN ORDER TO MINIMIZE EROSION POTENTIAL, ALL TEMPORARY (STRUCTURAL) EROSION CONTROL MEASURES SHALL:
1. 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.
2. 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.
3. BE REMOVED WHEN THEY ARE NO LONGER FUNCTIONAL OR AFTER THE SITE HAS BEEN SUFFICIENTLY STABILIZED AS DETERMINED BY THE STORMWATER INSPECTOTHE CITY OF ARVADA STORMWATER INSPECTOR MUST BE NOTIFIED PRIOR TO REMOVAL.

H. WHEN TEMPORARY EROSION CONTROL MEASURES ARE REMOVED, THE DEVELOPER SHALL BE RESPONSIBLE FOR THE CLEAN UP AND REMOVAL OF ALL SEDIMENT AND DEBRIS FROM ALL DRAINAGE INFRASTRUCTURE AND OTHER PUBLIC FACILITIES.

I. 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.

J. 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 METHODANY SOIL STOCKPILE THAT WILL BE DORMANT FOR OVER THIRTY (30) DAYS SHALL BE SEEDED.

K. 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).

L. CITY ORDINANCE REQUIREMENTS MAKE IT UNLAWFUL TO DISCHARGE OR ALLOW THE DISCHARGE OF ANY POLLUTANT OR CONTAMINATED WATER FROM CONSTRUCTION SITE. POLLUTANTS INCLUDE, BUT ARE NOT LIMITED TO DISCARDED BUILDING MATERIALS, CONCRETE TRUCK WASHOUT, CHEMICALS, OIL AND GAS PRODUCTS, LITTER, AND SANITARY WASTE. THE DEVELOPER 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.

M. 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.

N. MASONRY ACTIVITIES WILL BE CONTAINED WITH APPROPRIATE LOT-SPECIFIC BMPS, SUCH AS STOCKPILE PERIMETER CONTROL AND BERMED WASHOUT PITALL WASTE PRODUCTS FROM MASONRY ACTIVITIES WILL BE REMOVED AND DISPOSED OF PROPERLY.

O. 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.
1. BELOW ALL GUTTER DOWNSPOUTS.
2. OUT TO DRAINAGE SWALES.
3. ALONG LOT PERIMETER.
4. OTHER LOCATIONS, IF NEEDED.

P. 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.

Q. CONDITIONS IN THE FIELD MAY WARRANT EROSION CONTROL MEASURES IN ADDITION TO WHAT IS SHOWN ON THESE PLANS. THE DEVELOPER SHALL IMPLEMENT WHATEVER MEASURES ARE DETERMINED NECESSARY, AS DIRECTED BY THE CITY OF ARVADA.

CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	QUANTITY
WEST 84TH AVENUE - POMONA DRIVE			
1	12" PVC WATERLINE	LF	4232
2	12" GATE VALVE AND BOX	EA	32
3	8" PVC WATERLINE	LF	1265
4	8" GATE VALVE AND BOX	EA	22
5	ABANDON VALVE BOX	EA	26
6	CONNECT TO EXISTING 8" MAIN	EA	2
7	CONNECT TO EXISTING 6" MAIN	EA	22
8	CHLORINATION AND PRESSURE TESTING	LS	1
9	TAP MAIN AND INSTALL CORP STOP (IRRIGATION IN MEDIAN)	EA	2
10	RECONNECT IRRIGATION WATER SERVICE	EA	2
11	SELECT BACKFILL (CLASS 1 STRUCTURAL)	CY	1831
12	REMOVE AND REPLACE CONCRETE (CROSSPANS)	SY	27
13	ASPHALT REMOVAL AND RESURFACING	SY	3054
14	REMOVE AND REPLACE CURB AND GUTTER	LF	200
15	EPOXY COATING AT SANITARY MH-49-10	EA	1
16	PAVEMENT MARKINGS	LS	1
HOLLAND COURT - WEST 67TH AVENUE			
17	8" PVC WATERLINE	LF	1164
18	8" GATE VALVE AND BOX	EA	8
19	6" PVC WATERLINE	LF	53
20	6" GATE VALVE AND BOX	EA	2
21	ABANDON VALVE BOX	EA	7
22	FIRE HYDRANT ASSEMBLY	EA	2
23	REMOVE FIRE HYDRANT	EA	2
24	CONNECT TO EXISTING MAIN	EA	4
25	CHLORINATION AND PRESSURE TESTING	LS	1
26	TAP MAIN AND INSTALL CORP STOP (3/4")	EA	13
27	RECONNECT WATER SERVICE	EA	13
28	SELECT BACKFILL	CY	405
29	REMOVE AND REPLACE CONCRETE (CROSSPANS)	SY	6
30	ASPHALT REMOVAL AND RESURFACING	SY	676
31	EPOXY COATING AT SANITARY MANHOLE	EA	3
32	PAVEMENT MARKINGS	LS	1

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-
WATER MAIN REPLACEMENT
GENERAL NOTES

ENGINEER

CHECKED BY

DESIGN BY

SHT 3

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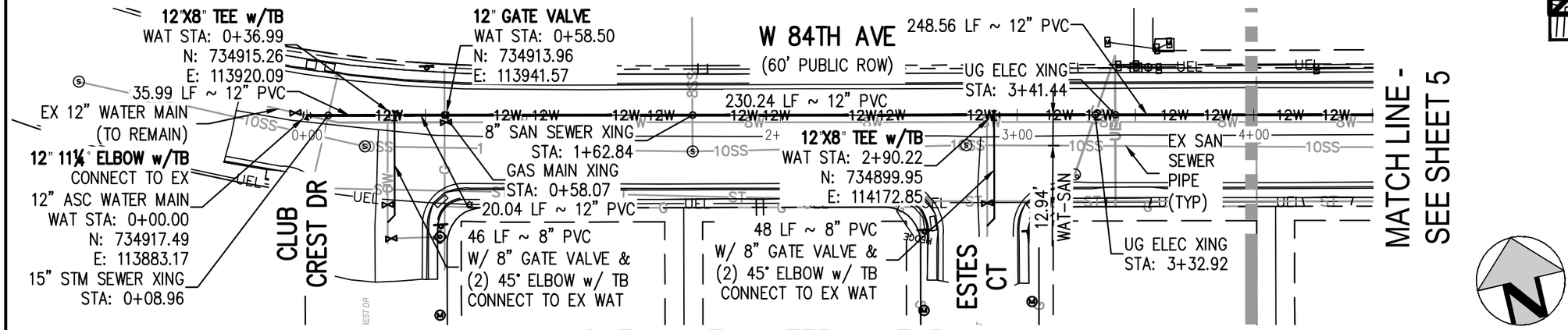
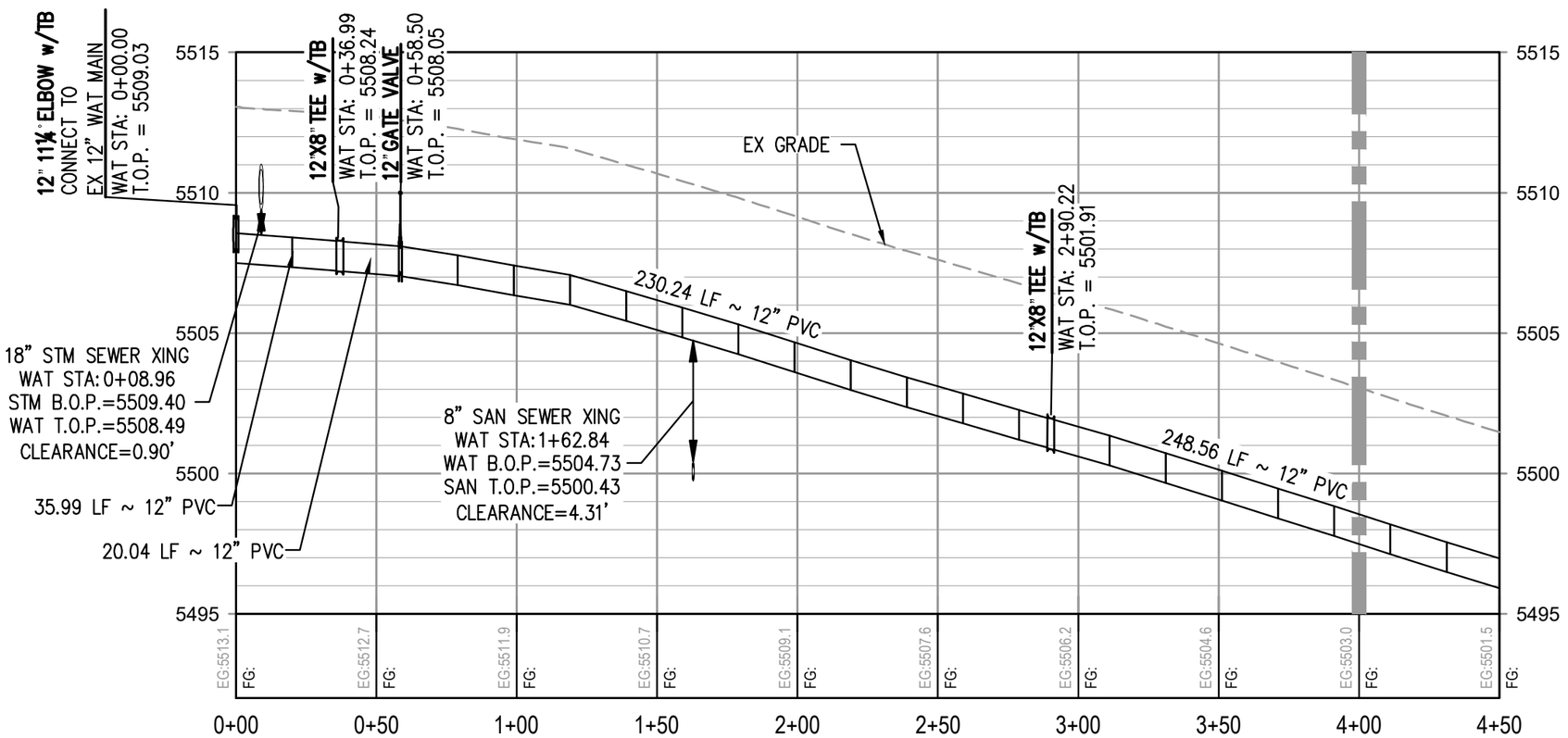


W 84TH AVE WATER LINE PLAN

SCALE = 1" = 50'



PIPE RUN - 84TH PROFILE

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

MATCH LINE - SEE SHEET 5

PRELIMINARY
NOT FOR
CONSTRUCTION

KEY MAP
SCALE: 1"=1000'

NO.	REVISION	DATE	BY
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Public Works Department
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CITY OF ARVADA

PROJECT NO. 25-WA-__
WATER MAIN REPLACEMENT
W 84TH AVE
STA 0+00.00 TO STA 4+00.00

ENGINEER
MAW
CHECKED BY
MAW
DESIGN BY
VCB

SHT 4

Know what's below. Call before you dig.

HARRIS KOCHER SMITH

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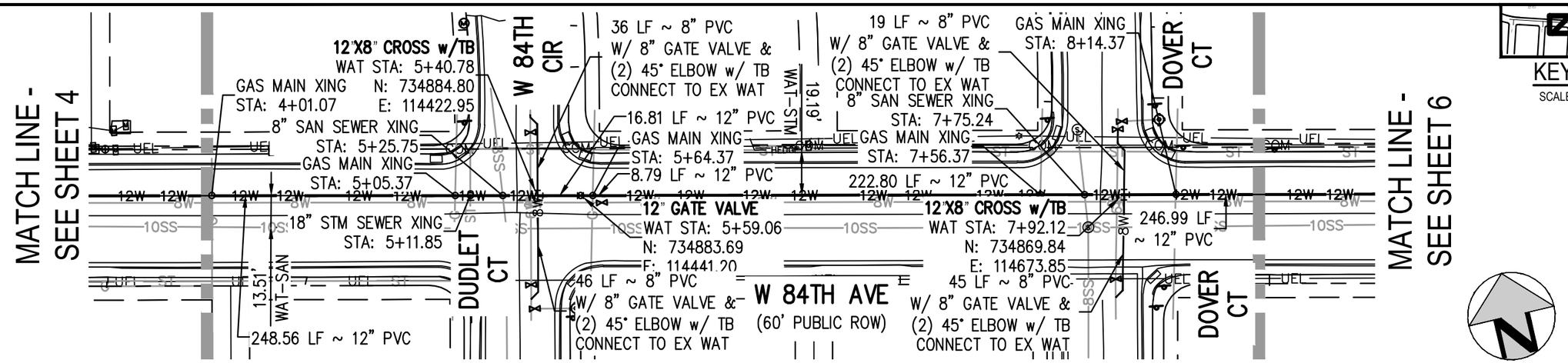
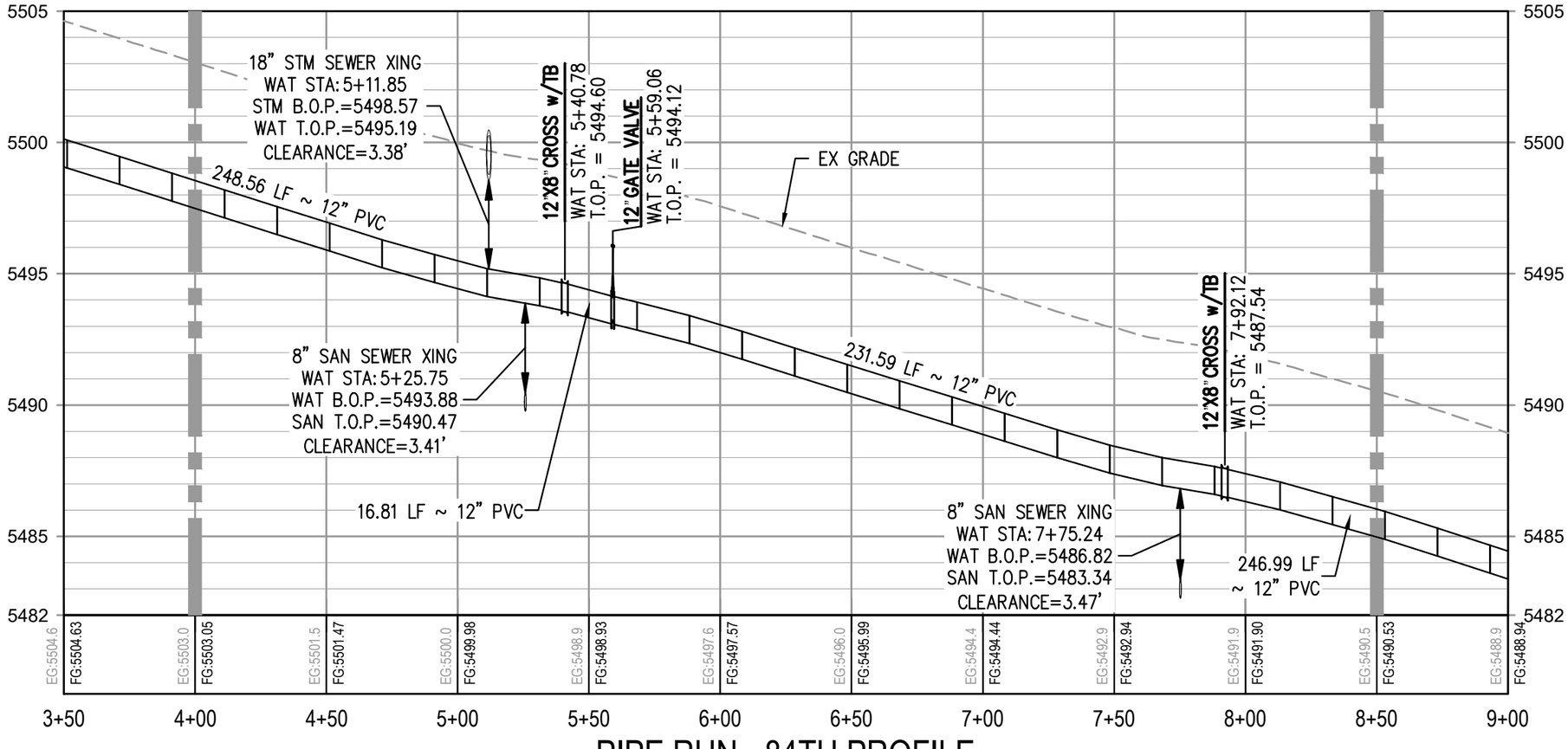


W 84TH AVE WATER LINE PLAN

SCALE = 1" = 50'



PIPE RUN - 84TH PROFILE

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

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8101 Ralston Road
Arvada, Colorado 80002
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CITY OF ARVADA

PROJECT NO. 25-WA-__
WATER MAIN REPLACEMENT
W 84TH AVE
STA 4+00.00 TO STA 8+50.00

PRELIMINARY
NOT FOR
CONSTRUCTION

ENGINEER
MAW
CHECKED BY
MAW
DESIGN BY
VCB

SHT 5

Know what's below. Call before you dig.

HARRIS KOCHER SMITH

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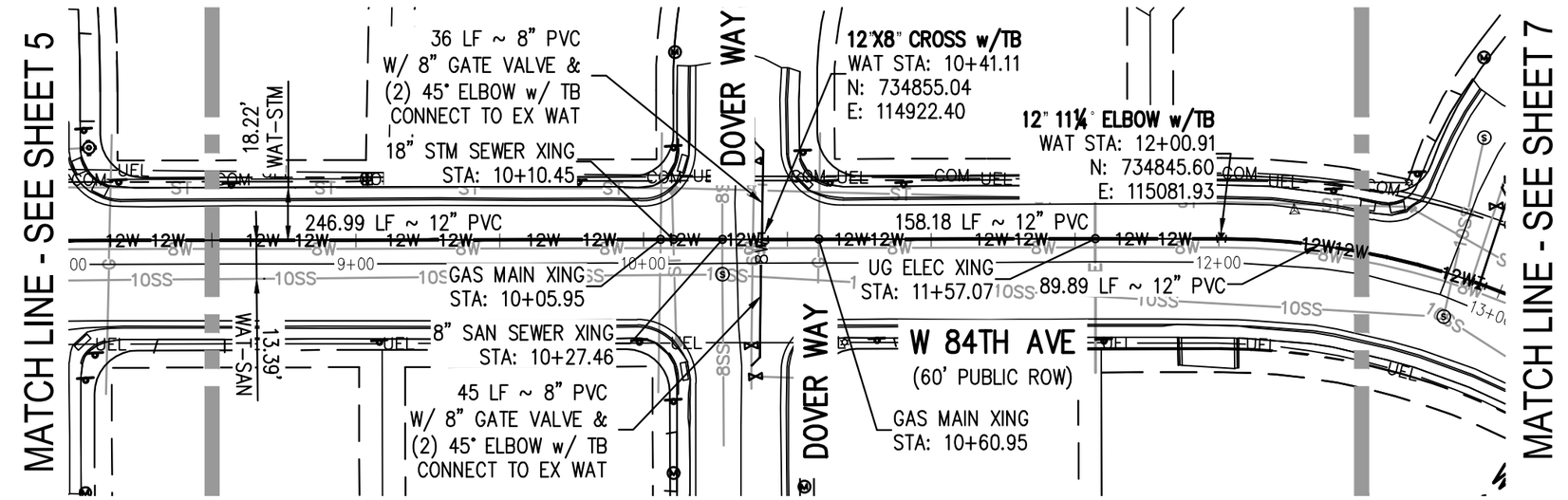
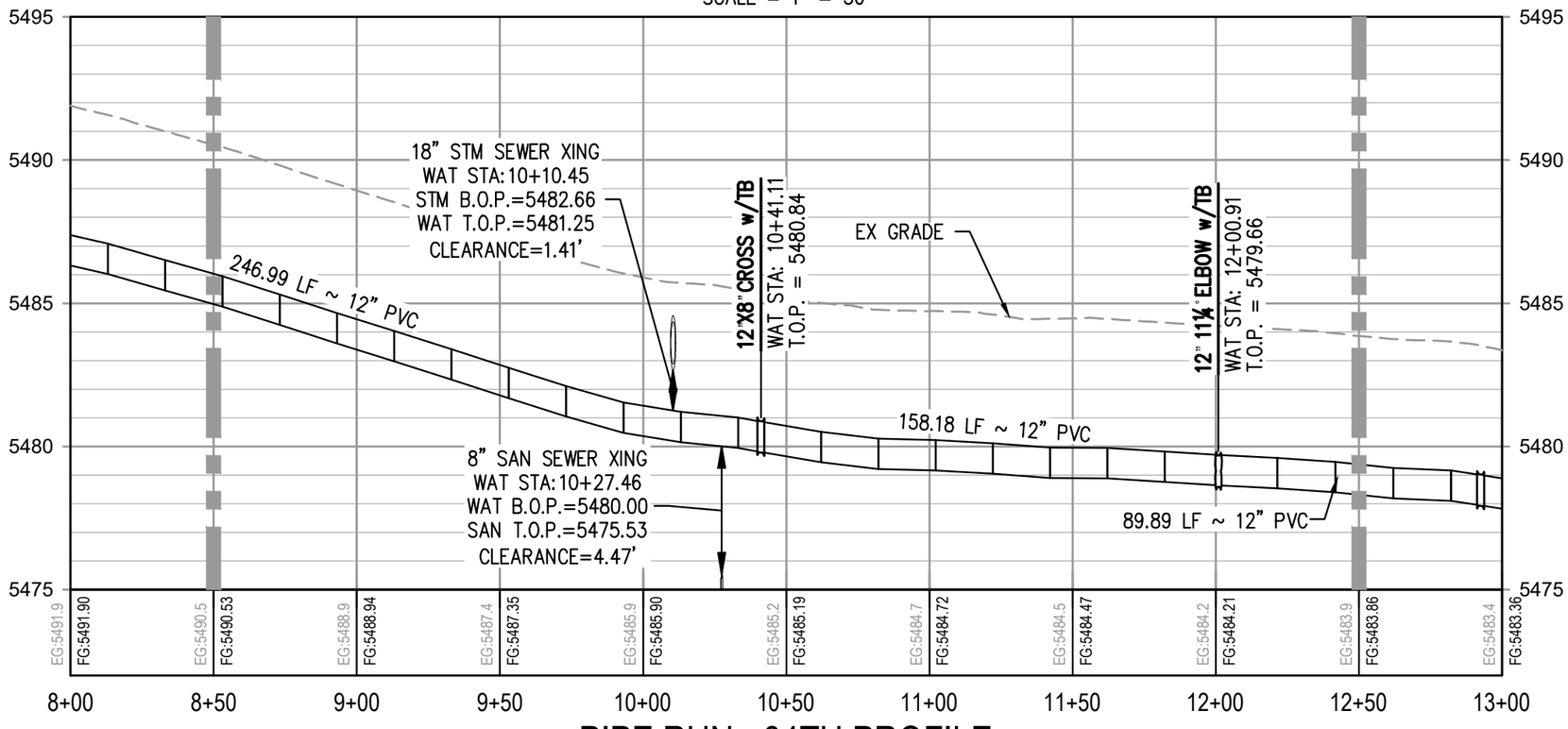


W 84TH AVE WATER LINE PLAN

SCALE = 1" = 50'



PIPE RUN - 84TH PROFILE

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

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-__
WATER MAIN REPLACEMENT
W 84TH AVE
STA 8+50.00 TO STA 12+50.00

PRELIMINARY
NOT FOR
CONSTRUCTION

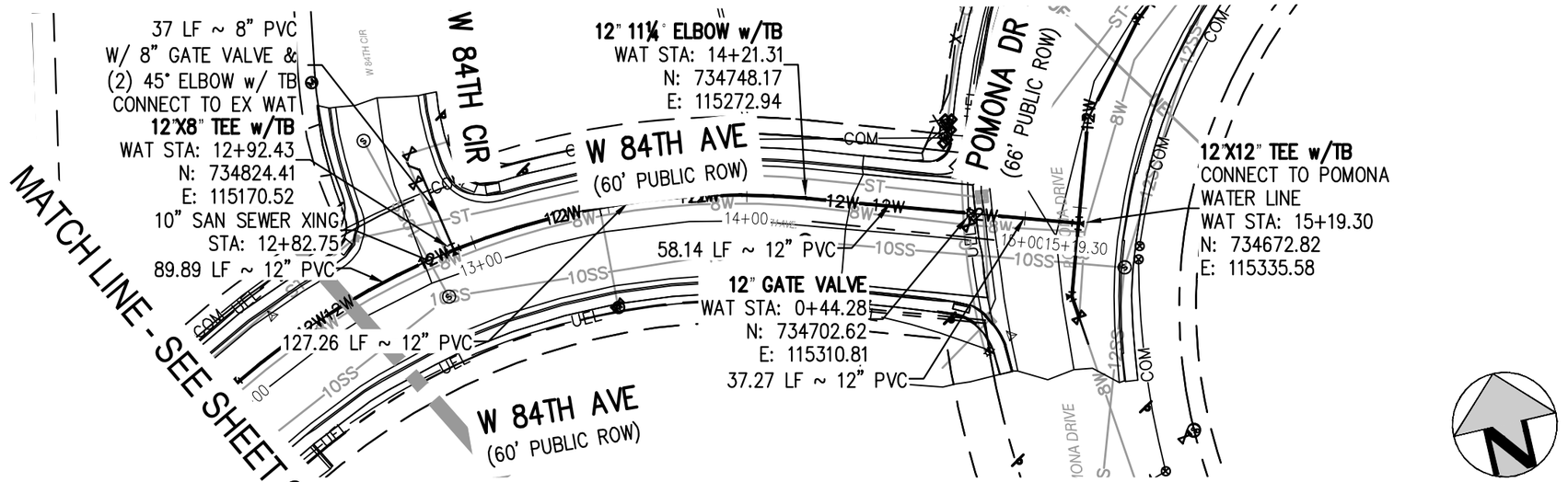
ENGINEER
MAW
CHECKED BY
MAW
DESIGN BY
VCB

SHT 6

Know what's below. Call before you dig.

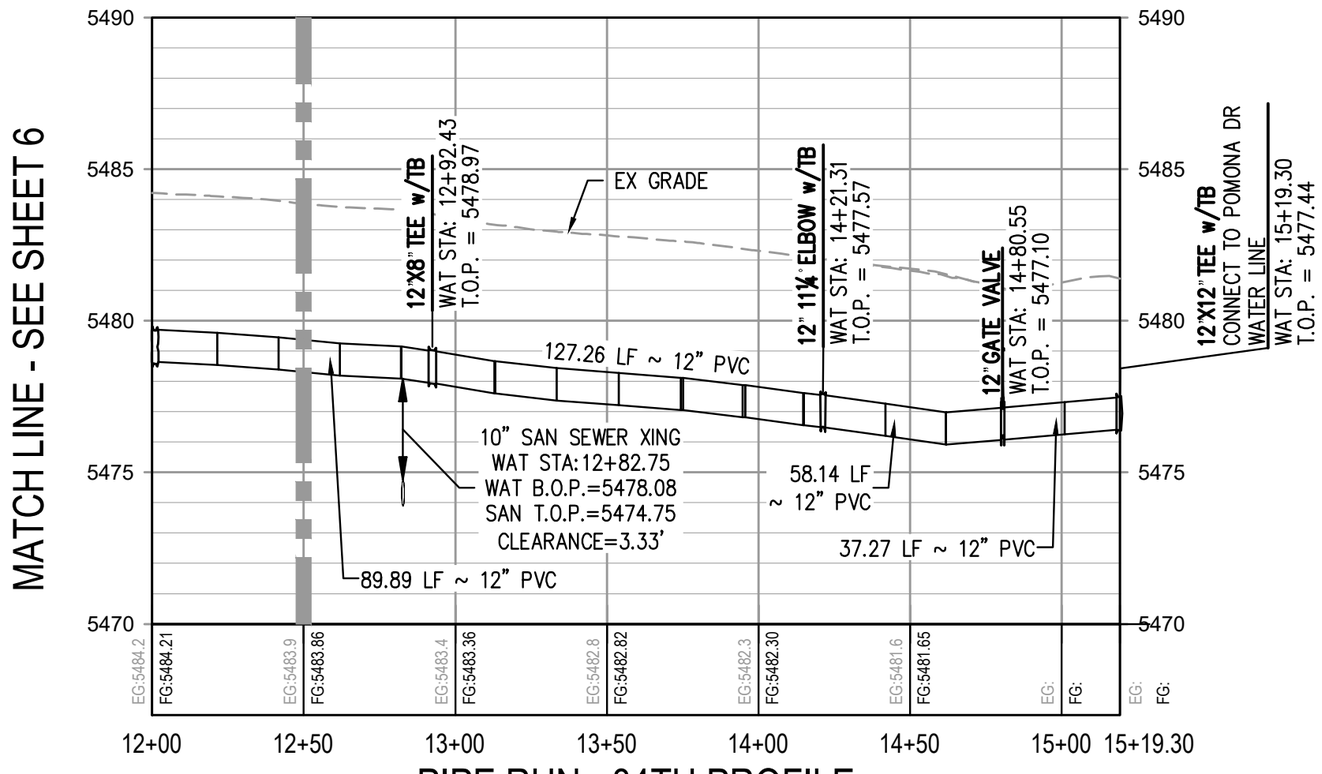
HARRIS KOCHER SMITH

P:\2025\2511019\Engineering\Utilities\Water\CD - Water PRP 84th-Pomona.dwg , Plot Date: 12/8/2025



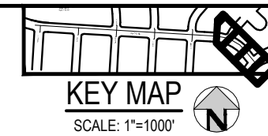
W 84TH AVE WATER LINE PLAN

SCALE = 1" = 50'



PIPE RUN - 84TH PROFILE

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'



NO.	REVISION	DATE	BY
1			
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4			
5			

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

CITY OF ARVADA

PROJECT NO. 25-WA-__
WATER MAIN REPLACEMENT
W 84TH AVE
STA 12+50.00 TO STA 15+19.30

PRELIMINARY
NOT FOR
CONSTRUCTION

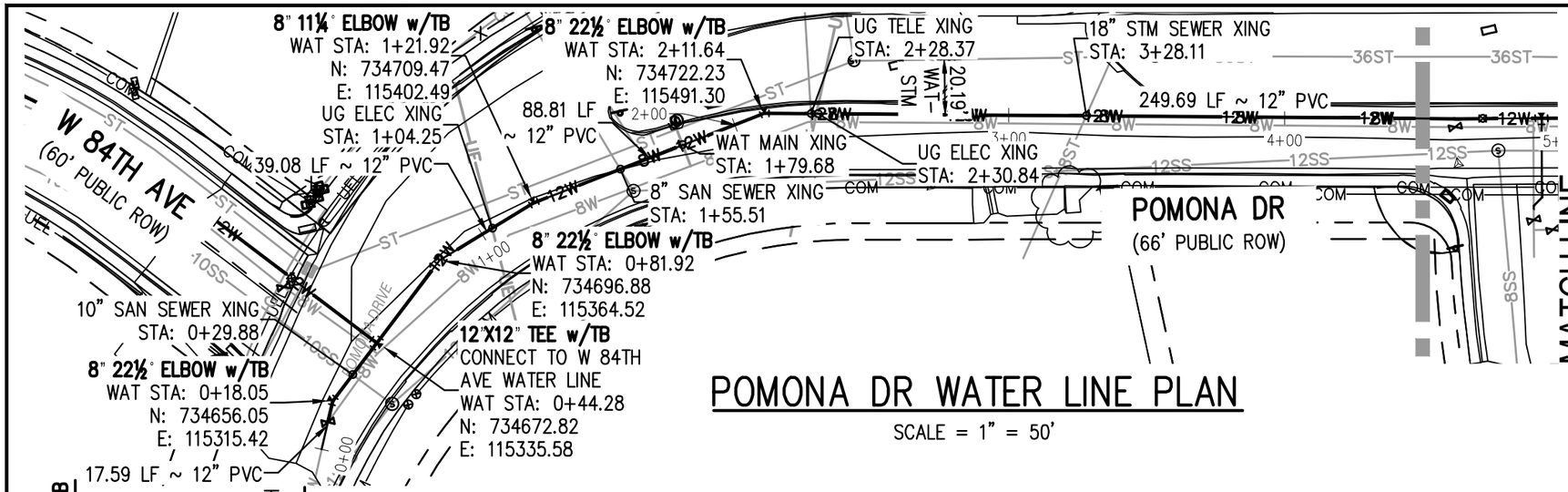
ENGINEER
MAW
CHECKED BY
MAW
DESIGN BY
VCB

SHT 7

Know what's below. Call before you dig.

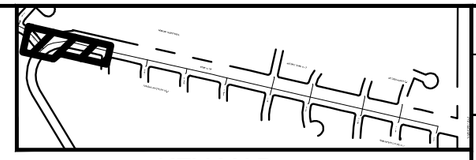
HARRIS KOCHER SMITH

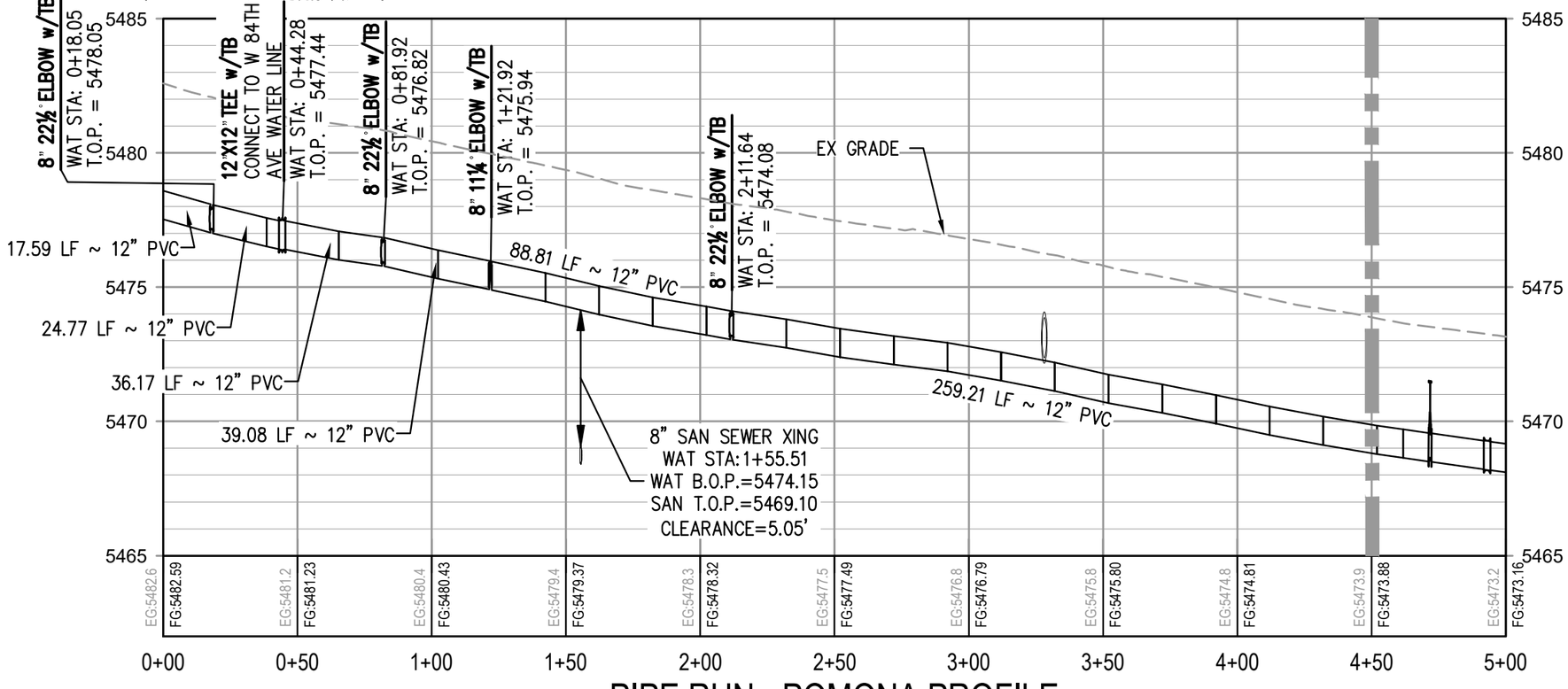
P:\2025\25110161\Engineering\Utilities\Water\CD - Water PHP 84th-Pomona.dwg , Plot Date: 12/9/2025



POMONA DR WATER LINE PLAN

SCALE = 1" = 50'





PIPE RUN - POMONA PROFILE

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

MATCH LINE - SEE SHEET 9

PRELIMINARY
NOT FOR
CONSTRUCTION

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-__
WATER MAIN REPLACEMENT
POMONA DR
STA 0+00.00 TO STA 4+50.00

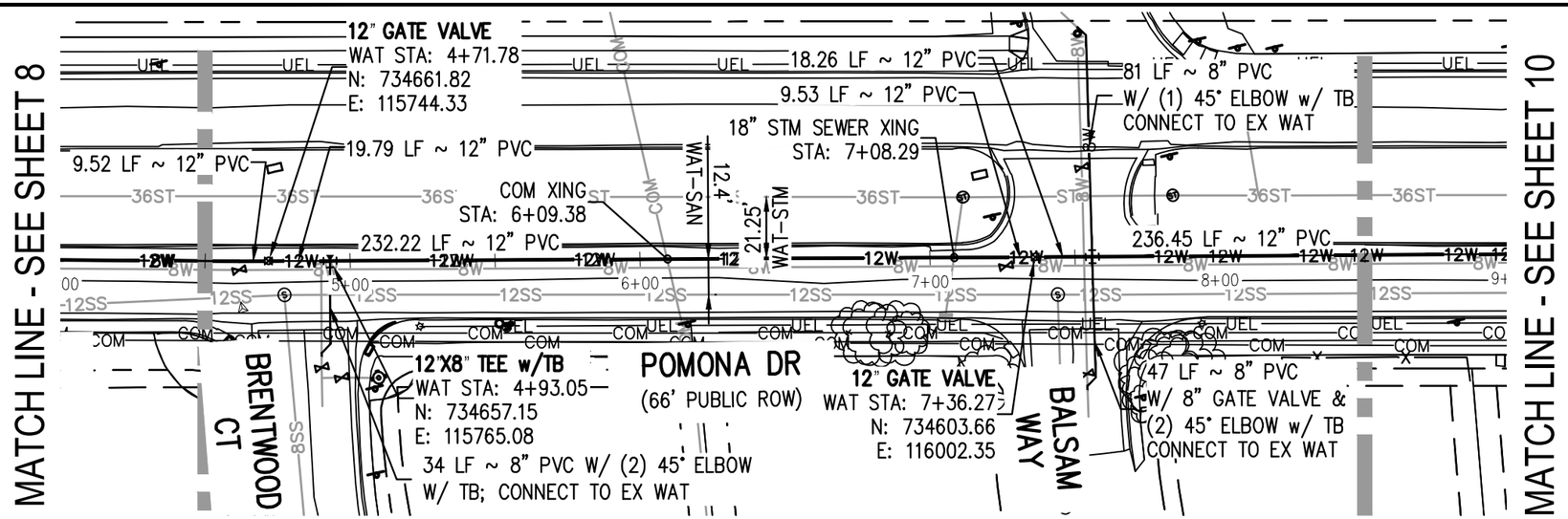
ENGINEER
MAW
CHECKED BY
MAW
DESIGN BY
VCB

SHT 8

Know what's below. Call before you dig.

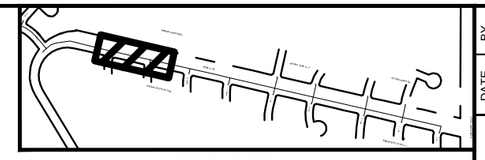
HARRIS KOCHER SMITH

P:\2025\25110191\Engineering\Utilities\Water\CD - Water PRP 84th-Pomona.dwg , Plot Date: 12/9/2025



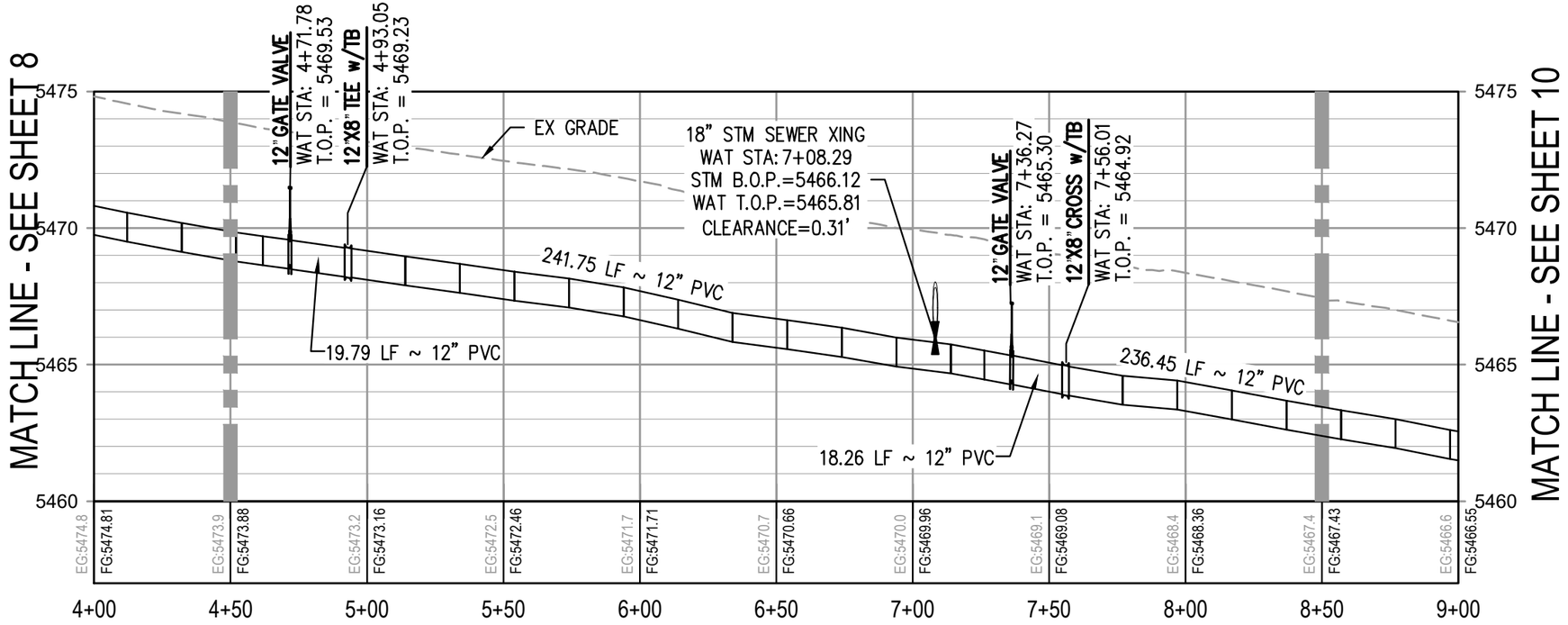
POMONA DR WATER LINE PLAN

SCALE = 1" = 50'



KEY MAP

SCALE: 1"=1000'



PIPE RUN - POMONA PROFILE

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

NO.	REVISION	DATE	BY
1			
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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-_____
WATER MAIN REPLACEMENT
POMONA DR
STA 4+50.00 TO STA 8+50.00

PRELIMINARY
NOT FOR
CONSTRUCTION

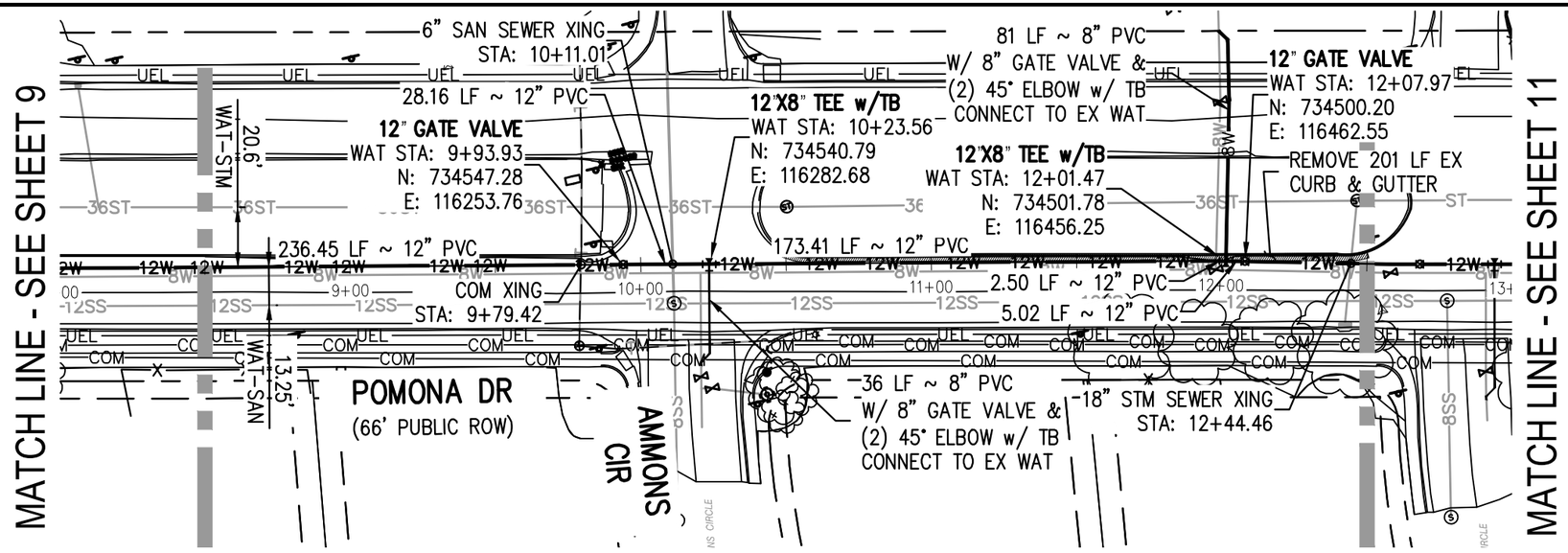
ENGINEER
MAW
CHECKED BY
MAW
DESIGN BY
VCB

SHT 9

Know what's below. Call before you dig.

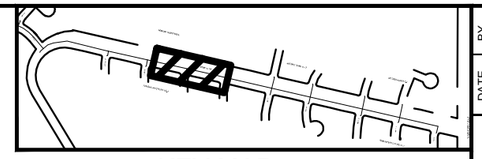
HARRIS KOCHER SMITH

P:\2025\251101\Engineering\Utilities\Water\CD - Water PNP 84th--Pomona.dwg , Plot Date: 12/9/2025



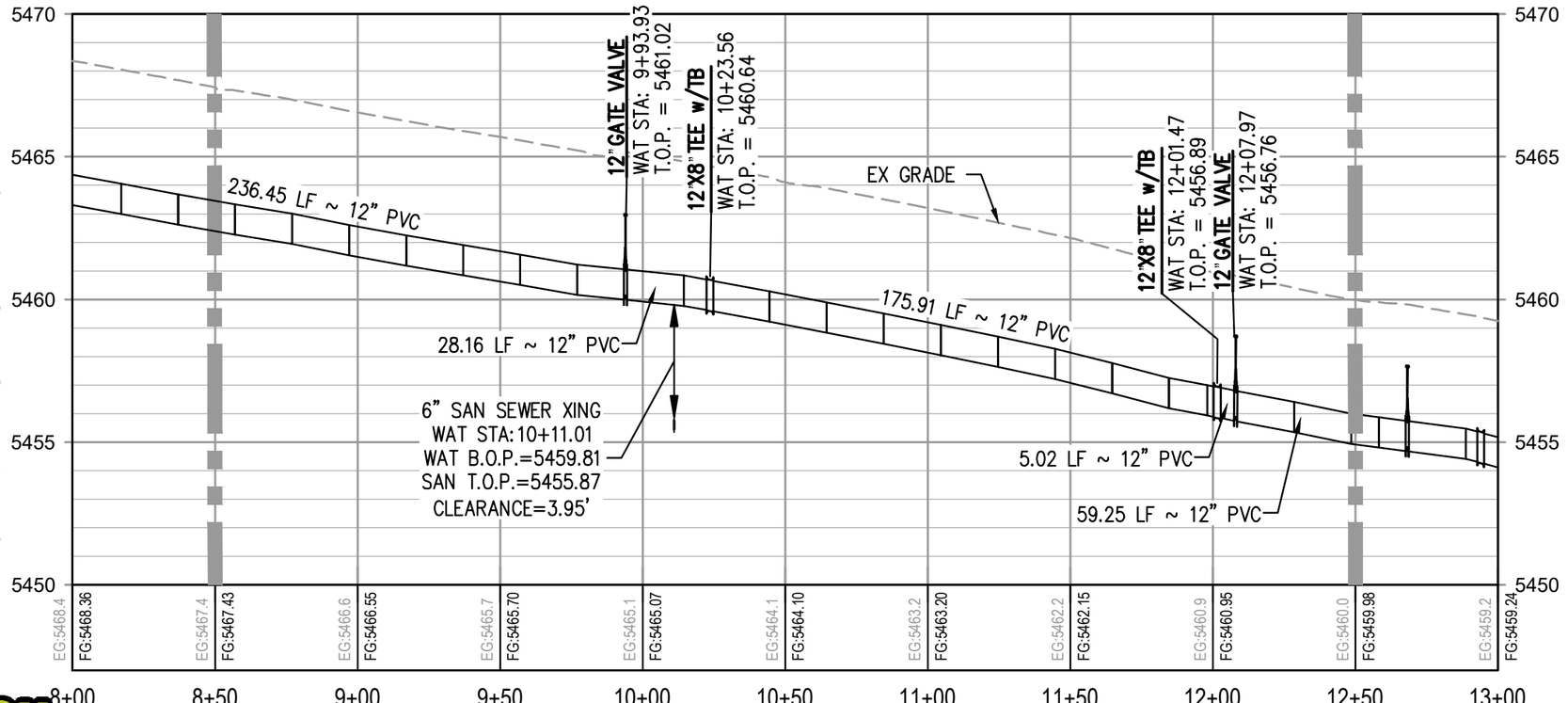
POMONA DR WATER LINE PLAN

SCALE = 1" = 50'



KEY MAP

SCALE: 1"=1000'



PIPE RUN - POMONA PROFILE

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

NO.	REVISION	DATE	BY
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4			
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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-
WATER MAIN REPLACEMENT
POMONA DR
STA 8+50.00 TO STA 12+50.00

PRELIMINARY
NOT FOR
CONSTRUCTION

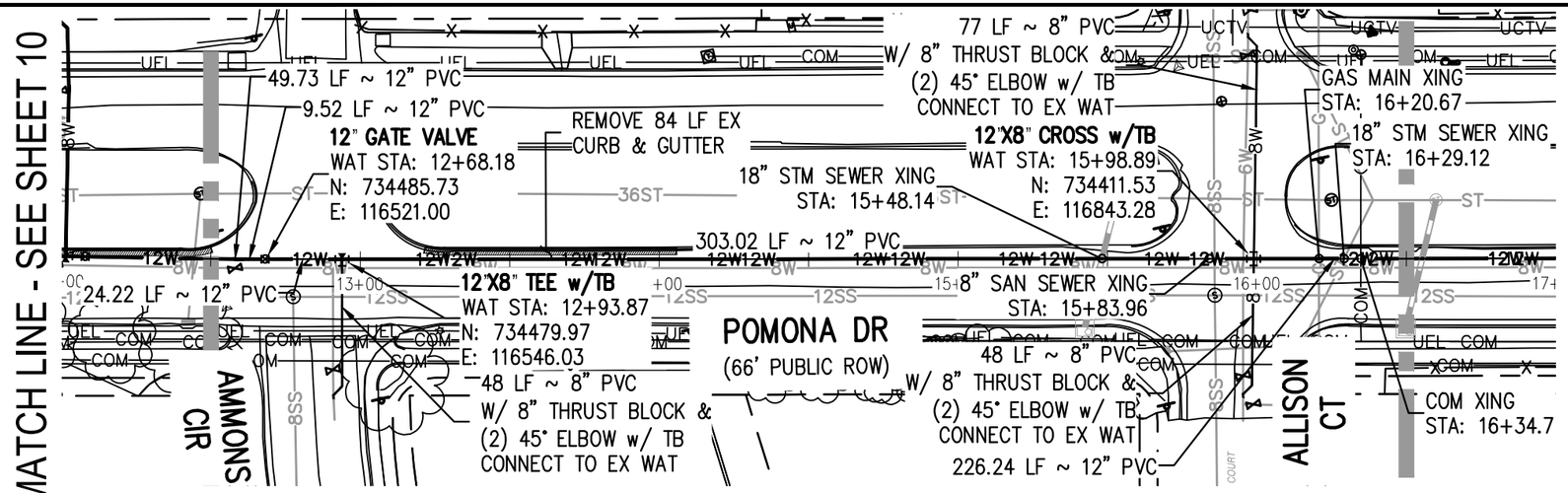
ENGINEER
MAW
CHECKED BY
MAW
DESIGN BY
VCB

SHT 10

Know what's below. Call before you dig.

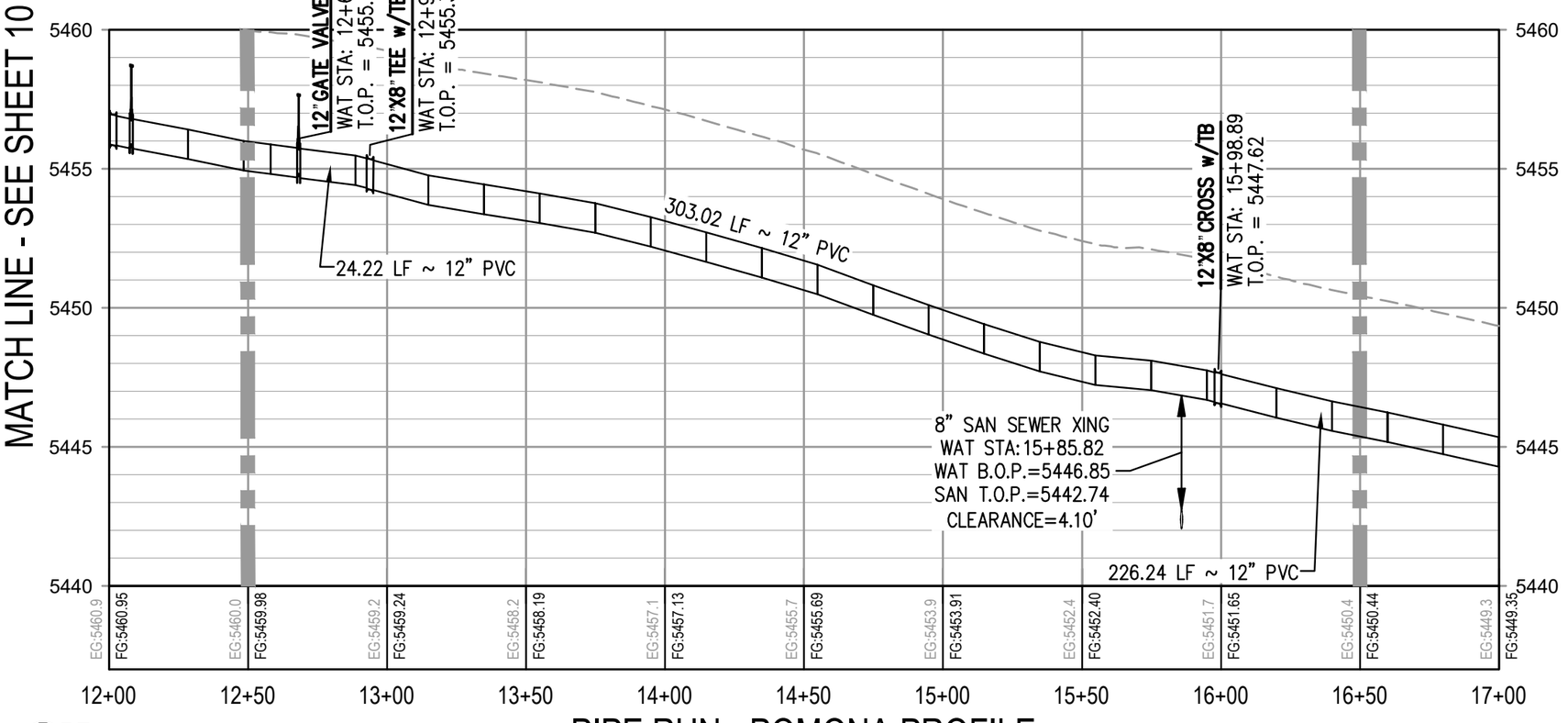
HARRIS KOCHER SMITH

P:\2025\2511016\Engineering\Utilities\Water\CD - Water PNP 84th--Pomona.dwg , Plot Date: 12/9/2025



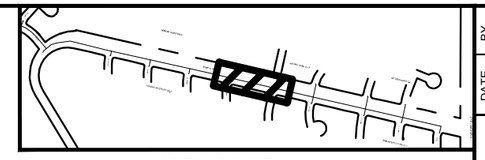
POMONA DR WATER LINE PLAN

SCALE = 1" = 50'



PIPE RUN - POMONA PROFILE

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'



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

PRELIMINARY
NOT FOR
CONSTRUCTION

PROJECT NO. 25-WA-__
WATER MAIN REPLACEMENT
POMONA DR
STA 12+50.00 TO STA 16+50.00

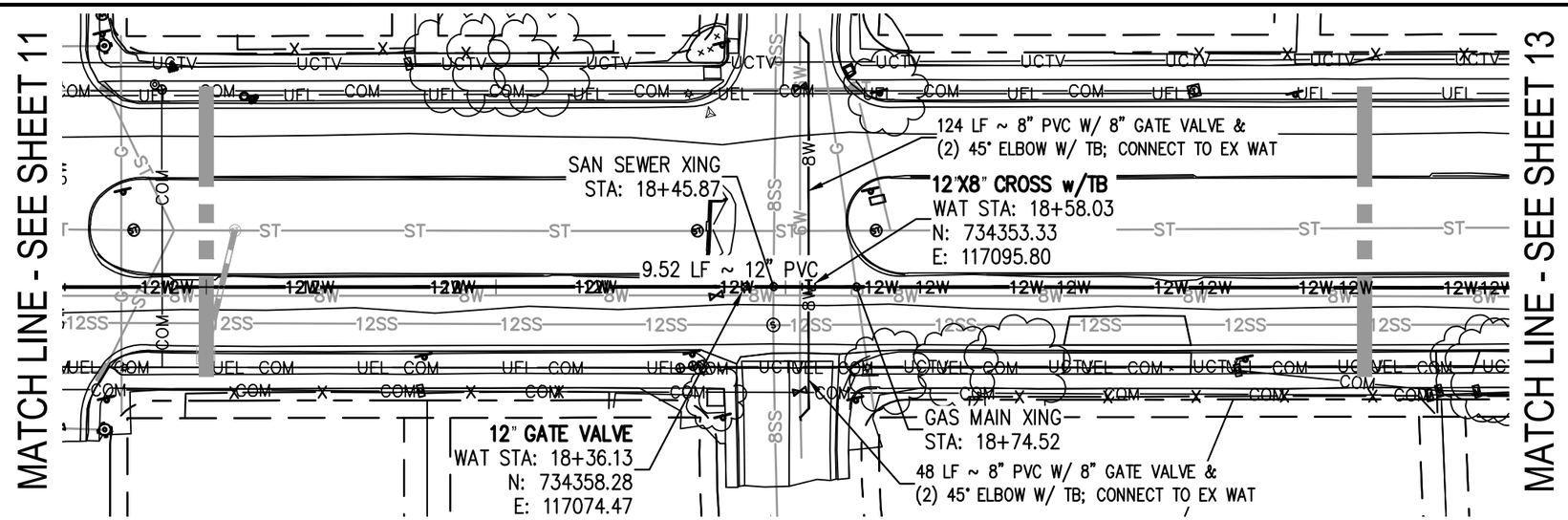
ENGINEER
MAW
CHECKED BY
MAW
DESIGN BY
VCB

SHT 11

Know what's below. Call before you dig.

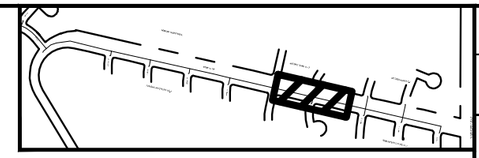
HARRIS KOCHER SMITH

P:\2025\2511019\Engineering\Utilities\Water\CD - Water PMP 84th-Pomona.dwg , Plot Date: 12/9/2025



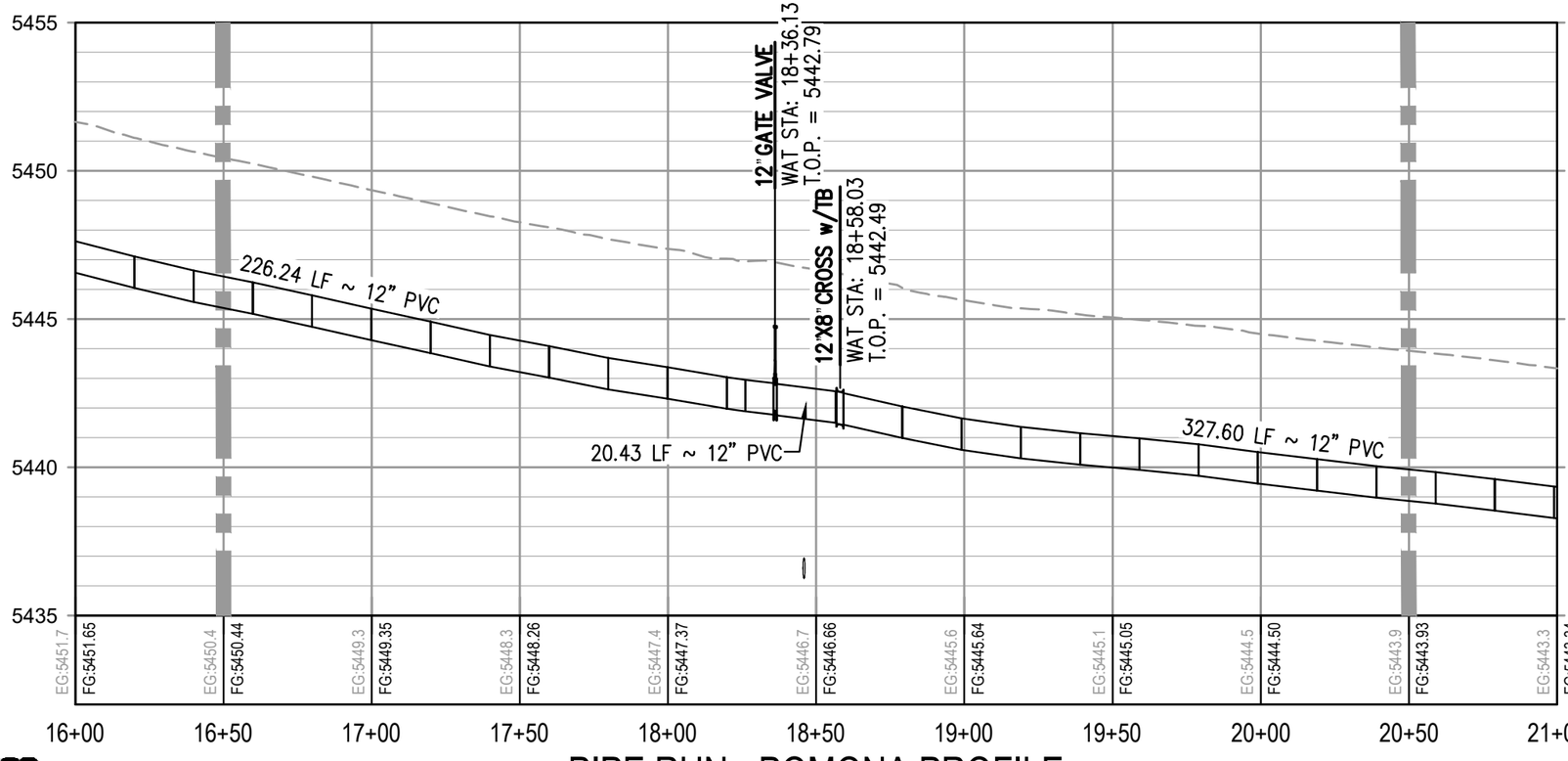
POMONA DR WATER LINE PLAN

SCALE = 1" = 50'



KEY MAP

SCALE: 1"=1000'



PIPE RUN - POMONA PROFILE

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

PRELIMINARY
NOT FOR
CONSTRUCTION

NO.	REVISION	DATE	BY
1			
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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-__
WATER MAIN REPLACEMENT
POMONA DR
STA 16+50.00 TO STA 20+50.00

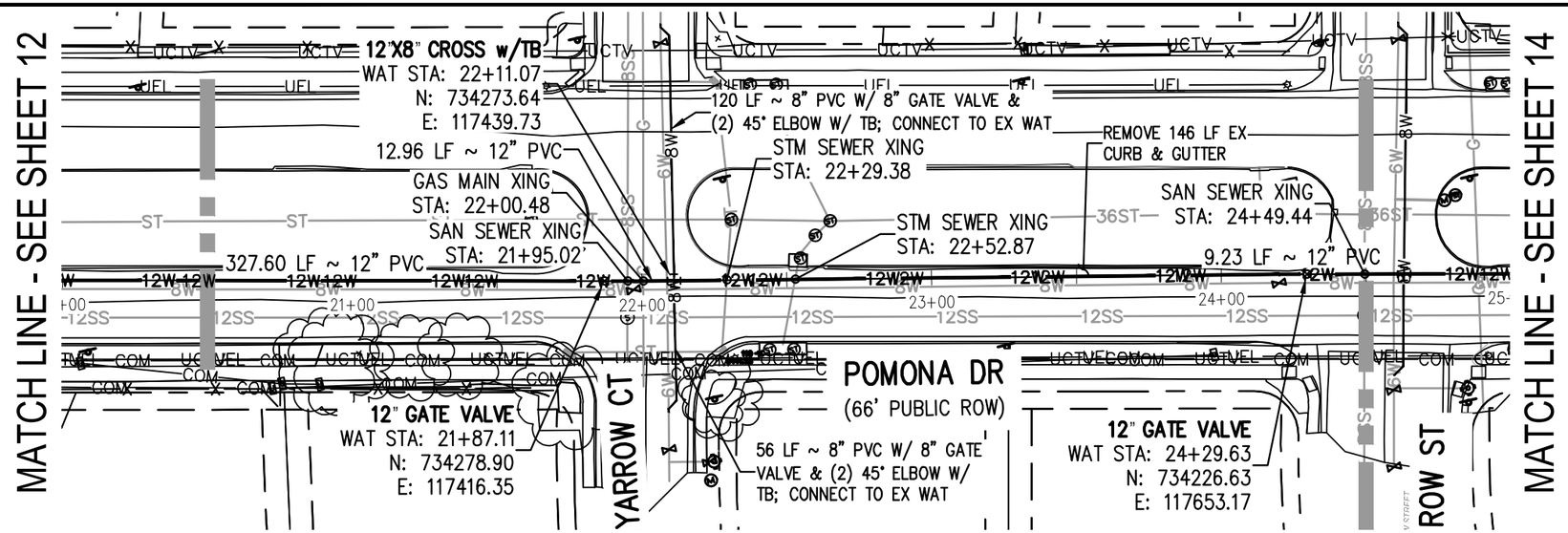
ENGINEER
MAW
CHECKED BY
MAW
DESIGN BY
VCB

SHT 12

Know what's below. Call before you dig.

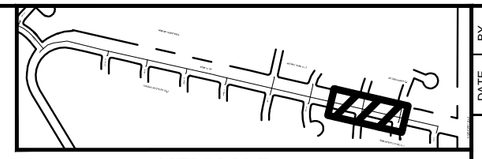
HARRIS KOCHER SMITH

P:\2025\2511019\Engineering\Utilities\Water\CD - Water P&P Pomona - Eastlong , Plot Date: 12/9/2025



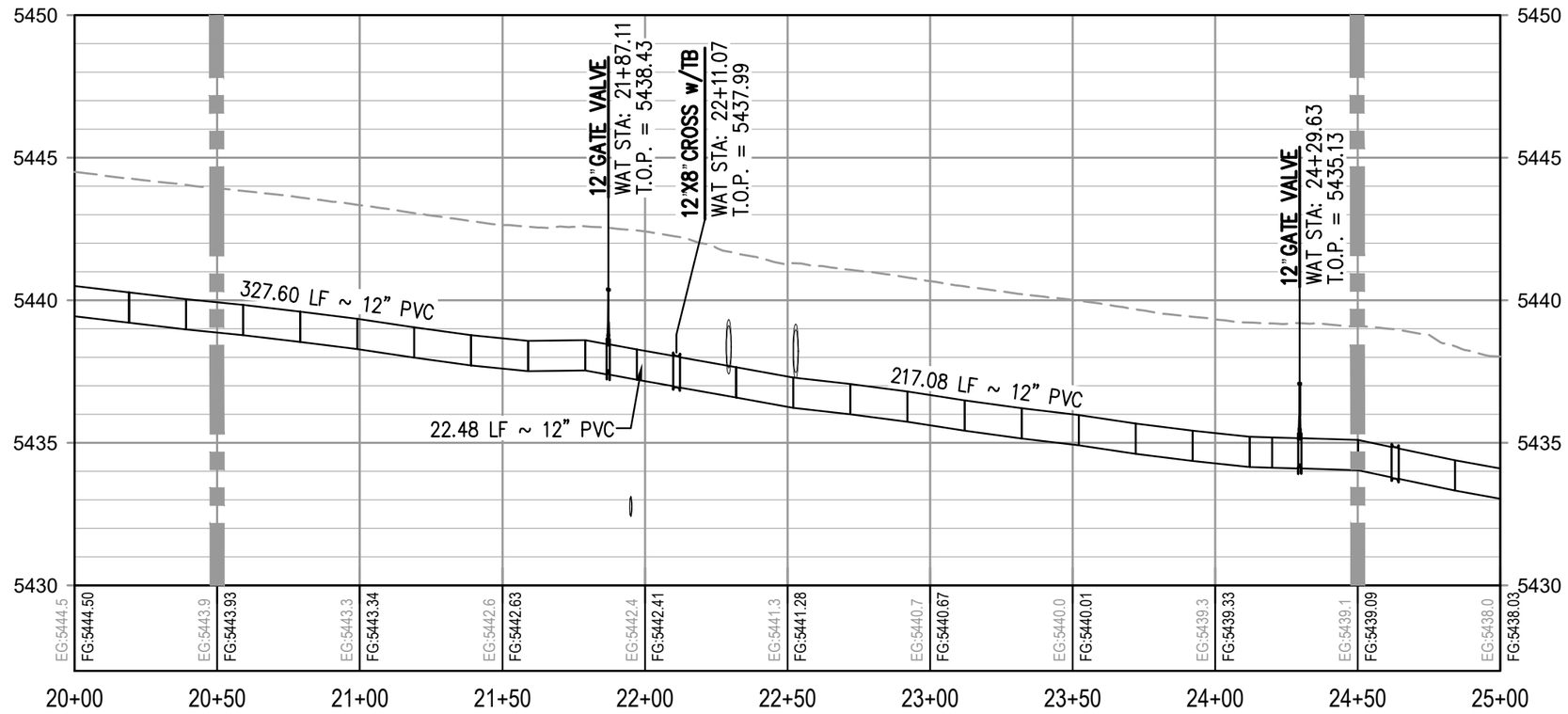
POMONA DR WATER LINE PLAN

SCALE = 1" = 50'



KEY MAP

SCALE: 1"=1000'



PIPE RUN - POMONA PROFILE

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

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-____
WATER MAIN REPLACEMENT
POMONA DR
STA 20+50.00 TO STA 24+50.00

PRELIMINARY
NOT FOR
CONSTRUCTION

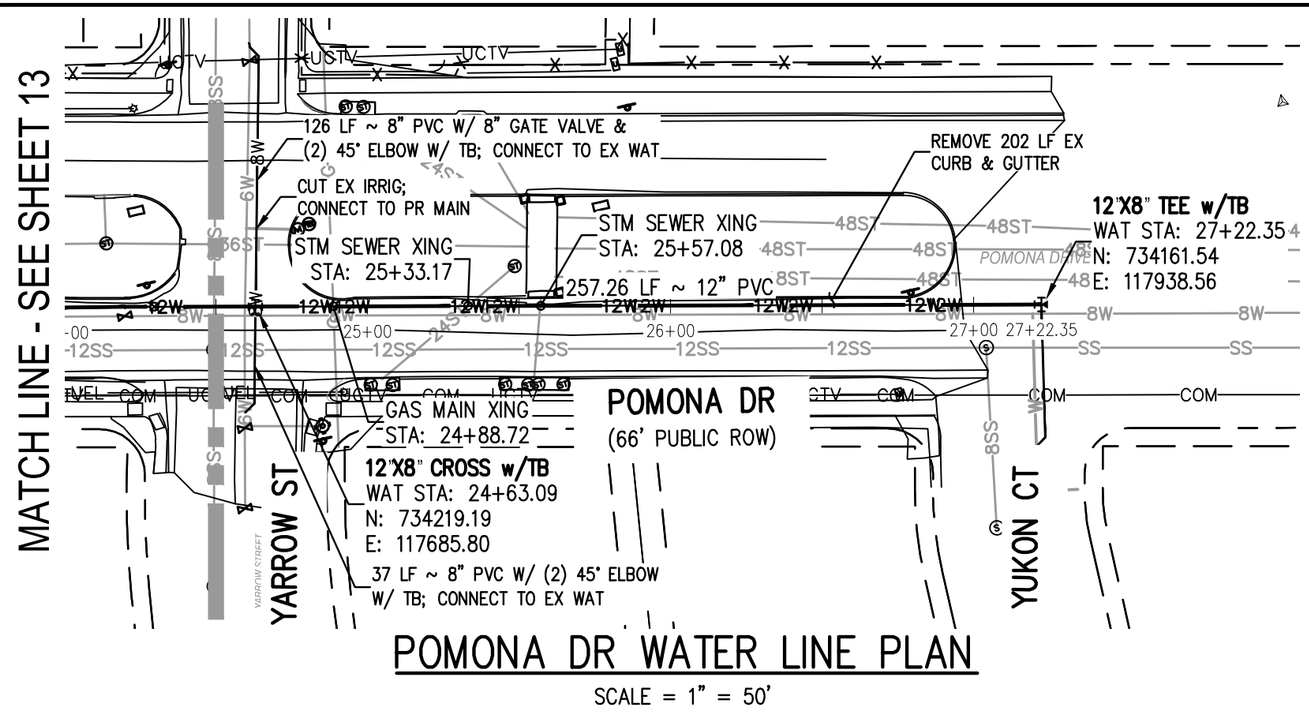
ENGINEER
MAW
CHECKED BY
MAW
DESIGN BY
VCB

13
SHT

Know what's below. Call before you dig.

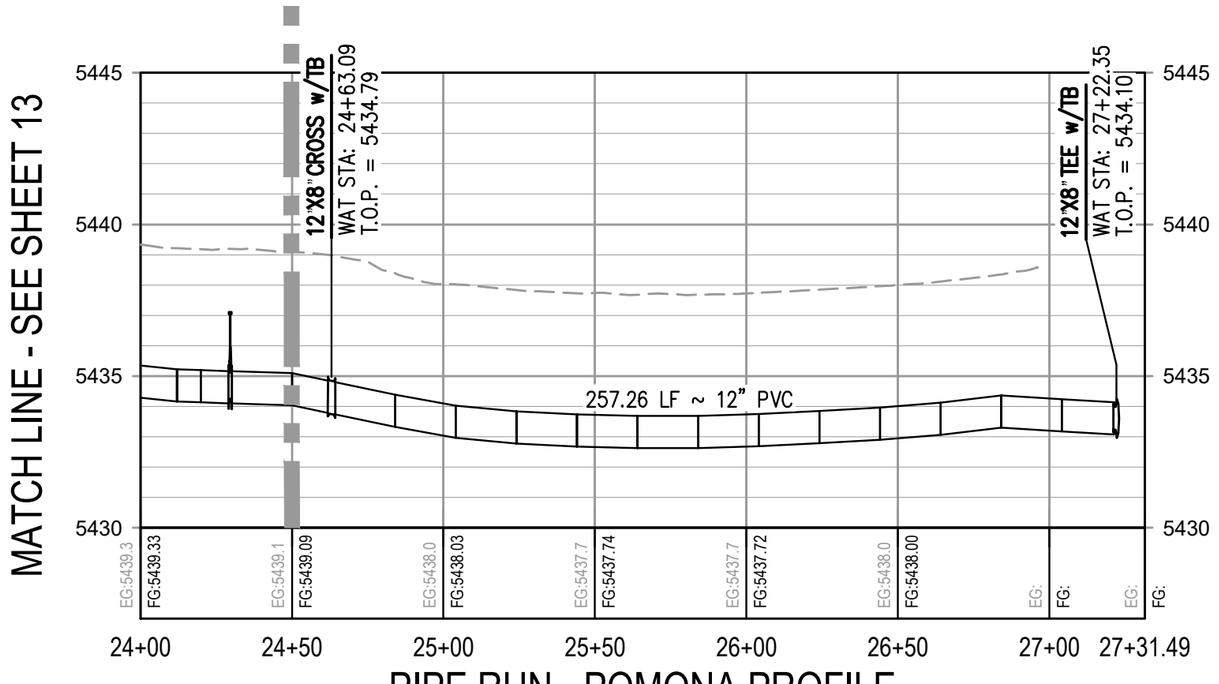
HARRIS KOCHER SMITH

P:\2025\2511019\Engineering\Utilities\Water\CD – Water R&P Pomona – East.dwg , Plot Date: 12/9/2025



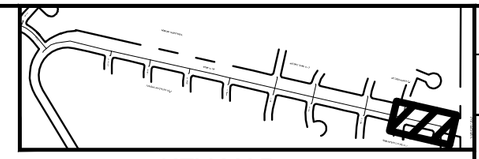
POMONA DR WATER LINE PLAN

SCALE = 1" = 50'



PIPE RUN - POMONA PROFILE

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'



KEY MAP

SCALE: 1"=1000'

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-___
WATER MAIN REPLACEMENT
POMONA DR
STA 24+50.00 TO STA 27+31.49

PRELIMINARY
NOT FOR
CONSTRUCTION

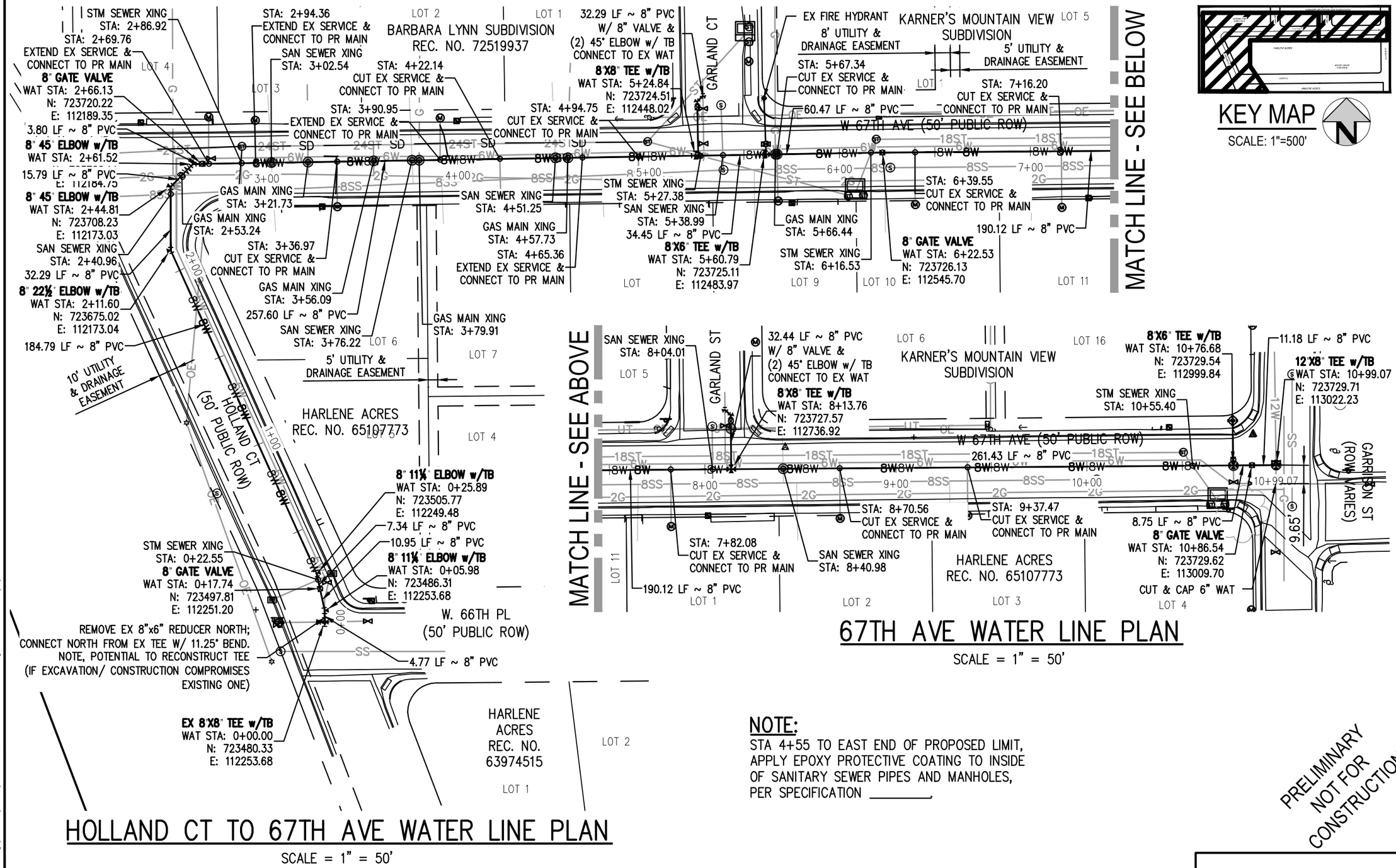
ENGINEER
MAW
CHECKED BY
MAW
DESIGN BY
VCB

SHT 14

Know what's below. Call before you dig.

HARRIS KOCHER SMITH

P:\2025\2511019\Engineering\Utilities\Water\CD - Water P&P Pomona - Eset.dwg , Plot Date: 12/9/2025



HOLLAND CT TO 67TH AVE WATER LINE PLAN

SCALE = 1" = 50'

67TH AVE WATER LINE PLAN

SCALE = 1" = 50'

NOTE:

STA 4+55 TO EAST END OF PROPOSED LIMIT, APPLY EPOXY PROTECTIVE COATING TO INSIDE OF SANITARY SEWER PIPES AND MANHOLES, PER SPECIFICATION _____.

PRELIMINARY NOT FOR CONSTRUCTION

NO.	REVISION	DATE	BY
1			
2			
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4			
5			

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

CITY OF ARVADA

PROJECT NO. 25-WA-____
WATER MAIN REPLACEMENT
HOLLAND CT - W 67TH AVE

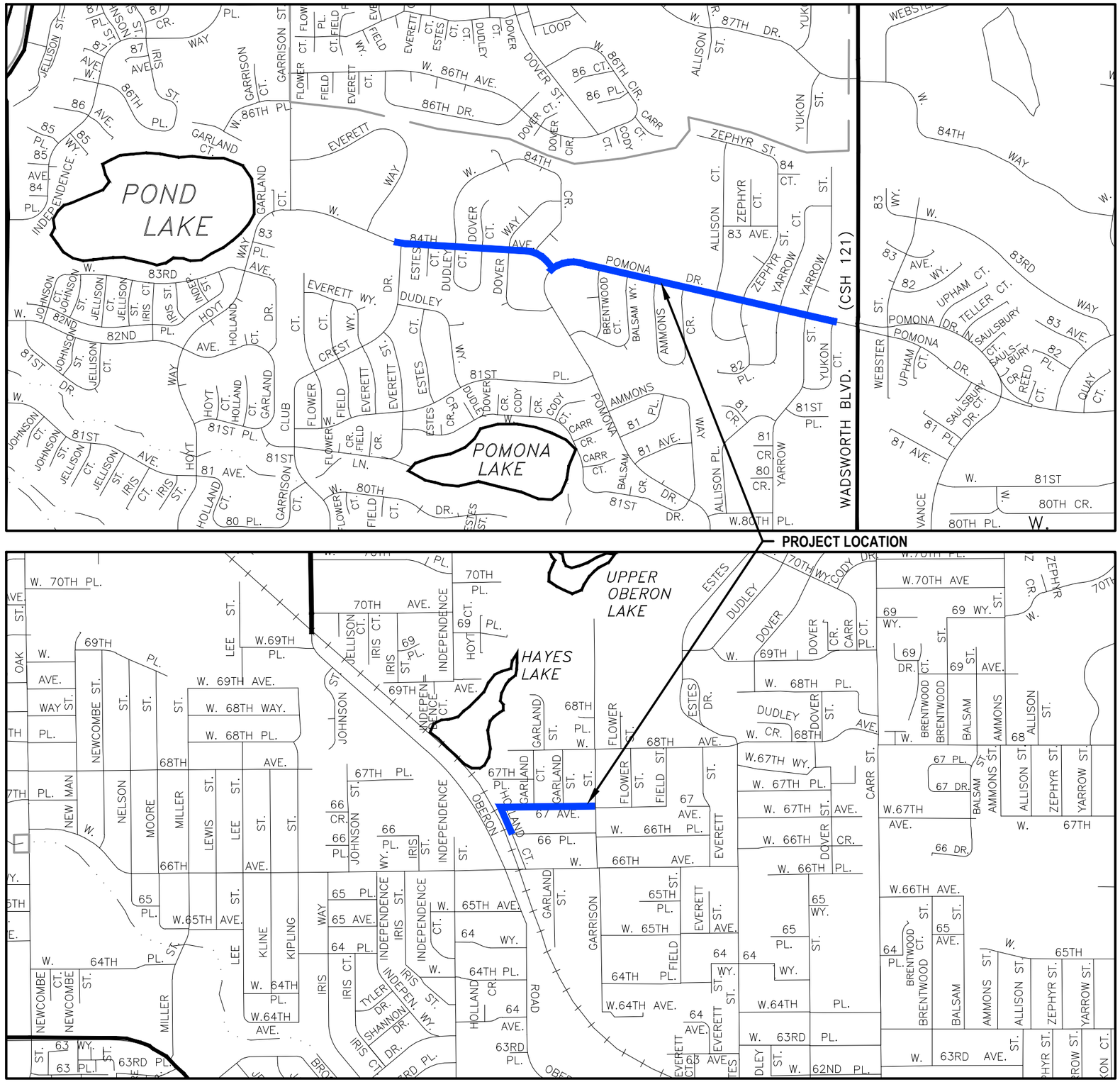
ENGINEER
MAW
CHECKED BY
MAW
DESIGN BY
VCB

15
SHT

Know what's below. Call before you dig.

HARRIS KOCHER SMITH

P:\2025\251101F\Engineering\Utilities\Water\CD - Water Plan Holland-67th.dwg , Plot Date: 12/9/2025



CITY OF ARVADA

PROJECT NO. 26-WA-01
WATER MAIN REPLACEMENT
W 84TH AVE - POMONA DR, W 67TH AVE - HOLLAND CT
ISSUED FOR BID: MARCH 4, 2026

ADDENDUM ISSUED: MARCH 20, 2026

INDEX

KEY	DESCRIPTION	SHT.
	COVER SHEET	1
	GENERAL NOTES	2-3
	SURVEY CONTROL DIAGRAM	4-6
	EROSION CONTROL PLAN	7-8
	SUGGESTED PHASING PLAN	9-10
	W 84TH AVE	11-14
	POMONA DR	15-21
	HOLLAND CT - W 67TH AVE	22-23
	TEST HOLE INFORMATION, TEMP CURB DETAIL	24

COLORADO LICENSED
MARK A. WEST
38561
PROFESSIONAL ENGINEER
03/23/2026

HKS HARRIS KOCHER SMITH

APPROVED:

City Engineer — 3/23/26 Date — 26WA01 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
G	MISCELLANEOUS MANHOLE
T	TELEPHONE VAULT
U	UTILITY PEDESTAL
	UTILITY PULL BOX
	POWER POLE
	GUY WIRE
	LIGHT POLE
SP	SIGNAL POLE
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 20,138 SQUARE FEET (0.46 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".
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:

EXISTING UTILITY LINES:

- UCTV — CABLE TV (UNDERGROUND)
- UE — ELECTRIC (UNDERGROUND)
- OE — ELECTRIC (OVERHEAD)
- FO — FIBER OPTICS
- G — NATURAL GAS
- SS — SANITARY SEWER
- ST — STORM SEWER
- T — TELECOMMUNICATIONS
- COM — COMMUNICATIONS (VARIOUS)
- W — POTABLE WATER
- ## — TEST HOLE ID LABEL

PROPOSED POTABLE WATER:

- 12W — 12" PVC WATER
- 8W — 8" PVC WATER
- FITTINGS (ELBOWS, TEE, CROSS, REDUCER)
- GATE VALVE
- FIRE HYDRANT ASSEMBLY
- TEMPORARY BLOWOFF VALVE

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
B.O.P. – BOTTOM OF PIPE
CP – CONTROL POINT
EX – EXISTING
KB – KICKBLOCK
PR – PROPOSED
UU – UNKNOWN UTILITY

COLORADO LICENSED MARK A. WEST 38561 PROFESSIONAL ENGINEER
03/23/2026

APPROVED:

City Engineer — 3/23/26 Date — 26WA01 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	ADDENDUM 1	03-20-2026	HKS
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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 26-WA-01
WATER MAIN REPLACEMENT
GENERAL NOTES

ENGINEER
CHECKED BY
DESIGN BY

SHT 2

HKS HARRIS KOCHER SMITH

P:\2025\2511019\Engineering\CD\CD – Cover & Notes.dwg , Plot Date: 3/19/2026

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.

HKS HARRIS KOCHER SMITH

COLORADO LICENSED MARK A. WEST 38561 PROFESSIONAL ENGINEER 03/23/2026

APPROVED:

City Engineer — 3/23/26 Date — 26WA01 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	ADDENDUM	03-20-2026	HKS
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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 26-WA-01
WATER MAIN REPLACEMENT
GENERAL NOTES

ENGINEER
CHECKED BY
DESIGN BY

SHT 3

P:\2025\2511019\Engineering\CD\CD - Cover & Notes.dwg , Plot Date: 3/19/2026

APPROVED:

City Engineer — 3/23/26 Date — 26WA01 Job Number

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Survey Control Diagram
Pomona Drive
Project 26-WA-01

Section 26, 27, 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 Pomona Drive 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 North 89°01'39" East, a distance of 2639.91' feet along the north line of the SW$\frac{1}{4}$ of section 26 from the west $\frac{1}{4}$ corner to the center $\frac{1}{4}$ corner of section 26, monumented at each end by 3 $\frac{1}{2}$" aluminum cap PLS-37967 and a 3 $\frac{1}{4}$" aluminum cap PLS-23904, respectively.

BASIS OF ELEVATIONS:

NAVD 88 Elevations of control points 100, 110, 120, 130, were derived by a level loop from NGS Benchmark X412. BM X412 was held as the Project Benchmark with a published NAVD 88 Elevation of 5441.75 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, and 130 were derived by Leica Smartnet Reports of a 45 minute GNSS Fast Static survey in April, 2025. An average combined factor of all the control points' Leica Smartnet reports 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 * 1.000237406) - 1000000.00

Project Easting = (State Plane Easting * 1.000237406) - 3000000.00

CONVERSION OF PROJECT COORDINATES TO COLORADO STATE PLANE CENTRAL ZONE:

State Plane Northing = (Project Northing +1000000.00) * .999762650
State Plane Easting = (Project Easting + 3000000.00) * .999762650

LEGEND:

◆ = Section, Quarter, and Sixteenth Corners

△ = Control Point set by the City of Arvada

▲ = City of Arvada Bench Mark

CITY OF ARVADA

SURVEYOR'S CERTIFICATE:

I, Daniel A. Smith, a professional land surveyor licensed in the State of Colorado, do hereby certify that this Survey Control Diagram 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 map accurately and properly shows said Survey Control, and this is not a guaranty or warranty, either expressed or implied.

_____

_____, PLS _____ DATE

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. 26-WA-01

DRAFTER DJL
CHECKED BY DAS
PLOT DATE 12/18/2025

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Survey Control Diagram
Pomona Drive
Project 26-WA-01

Section 26, 27, Township 2 South, Range 69 West, of the 6th Principle Meridian, City of Arvada, County of Jefferson, State of Colorado

Sheet 2 of 3

APPROVED:

City Engineer — Date: 3/23/26 — Job Number: 26WA01

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NO.	REVISION	DATE	BY
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Geodetic Control Table

				CO Central State Plane (US ft.)		Project Control (US ft)		Ortho Height	
Point Id	Latitude	Longitude	Ellip. Height (ft)	Northing	Easting	Northing	Easting	NAVD88 (US ft.)	Description
100	39° 50' 50.44" N	105° 04' 56.22" W	5,385.01	1733797.22	3117290.95	734,208.83	118,031.01	5,440.24	1 1/2" ALUMINUM CAP SET 2' SOUTH OF SIDEWALK
110	39° 50' 50.79" N	105° 05' 03.50" W	5,386.61	1733830.76	3116723.21	734,242.38	117,463.13	5,441.78	1" BRASS PLUG SET IN TYPE R INLET SOUTHEAST CORNER POMONA DR AND YARROW CT
120	39° 50' 54.66" N	105° 05' 19.53" W	5,410.65	1734215.93	3115470.69	734,627.65	116,210.32	5,465.73	1" BRASS PLUG SET IN SIDEWALK APPROX 25' SOUTH OF POMONA HIGH SCHOOL SIGN
130	39° 50' 55.23" N	105° 05' 28.07" W	5,422.27	1734271.35	3114804.55	734,683.08	115,544.02	5,477.29	1" BRASS PLUG SET IN SIDEWALK NEAR KING OF KINGS PARKING LOT

Benchark Monument Table

	Project Control (US ft)		Ortho Height	
Point Id	Northing	Easting	NAVD88 (US ft.)	Description
1	734,476.68	116,898.79	5,451.55	BRASS DISC SET NORTHEAST CORNER POMONA & ALLISON
800	734,023.84	118,265.41	5,441.75	NGS MONUMENT X412

Aliquot Monument Table

	Project Control (US ft)		Ortho Height		
Point Id	Northing	Easting	NAVD88 (US ft.)	Description	Aliquot Position
6145	734,801.60	115,528.44	N/A	3 1/2" ALUMINUM CAP ON 2 1/2" PIPE PLS-37967	W ¼ CORNER
900	734,846.40	118,167.97	N/A	3 1/4" ALUMINUM CAP ON 2 3/8" PIPE	CENTER CORNER

Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
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CITY OF ARVADA

PROJECT NO. 26-WA-01

DRAFTER DJL
CHECKED BY DAS
PLOT DATE 12/18/2025

SHT 5
OF

G:\SURVEY\SDRFILES\STREETS\2025 Streets\Pomona Drive\Control\Survey Control Pomona – 2026 Water Line Version.dwg • Plot Date: 12/18/2025

Survey Control Diagram
Pomona Drive
Project 26-WA-01

Section 26, 27, Township 2 South, Range 69 West, of the 6th Principle Meridian, City of Arvada, County of Jefferson, State of Colorado

Sheet 3 of 3

N

NOT TO SCALE

LEGEND:

◆ = Section, Quarter, and Sixteenth Corners

△ = Control Point set by the City of Arvada

△ = City of Arvada Bench Mark

APPROVED:

City Engineer — Date: 3/23/26 — Job Number: 26WA01

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			
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5			

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

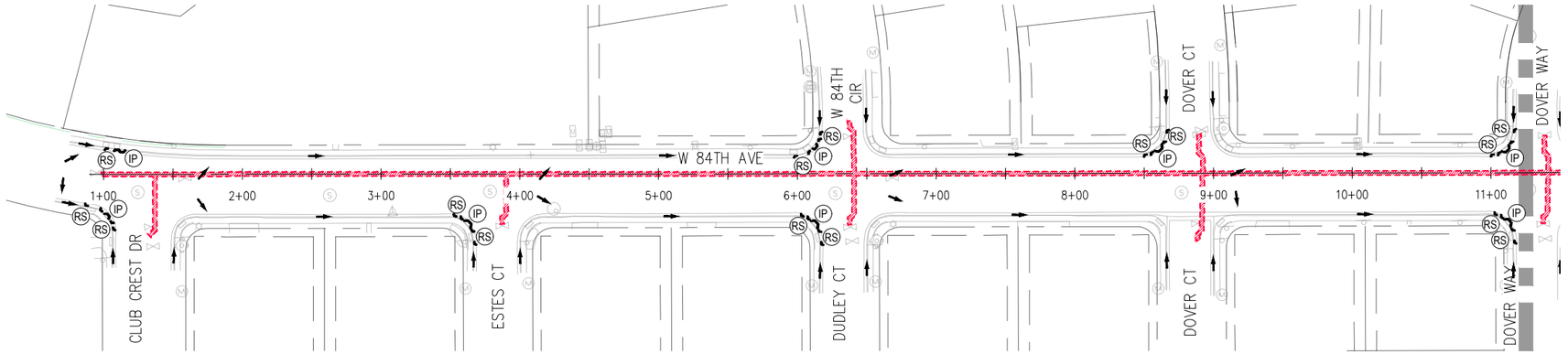
CITY OF ARVADA

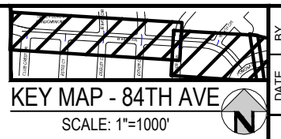
PROJECT NO. 26-WA-01

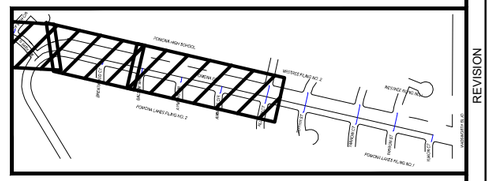
DRAFTER DJL
CHECKED BY DAS
PLOT DATE 12/18/2025

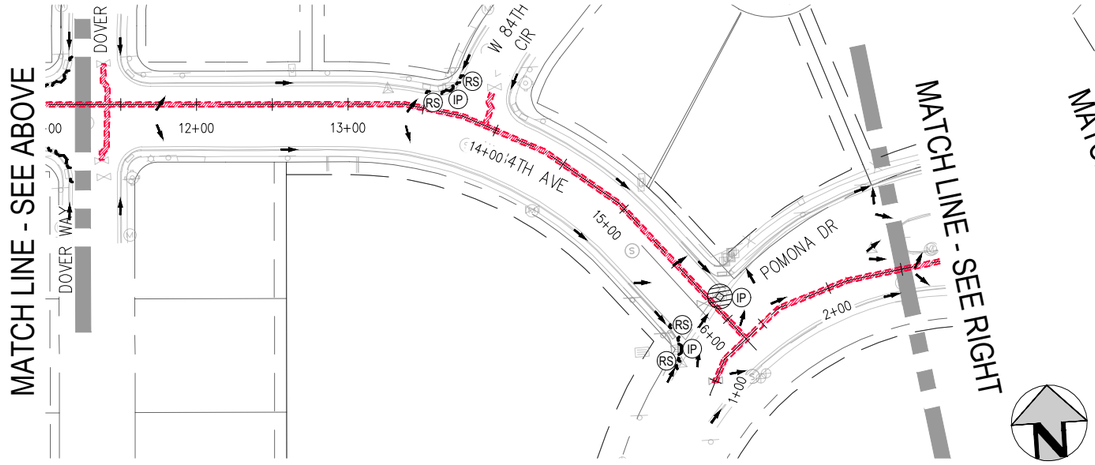
SHT 6 OF

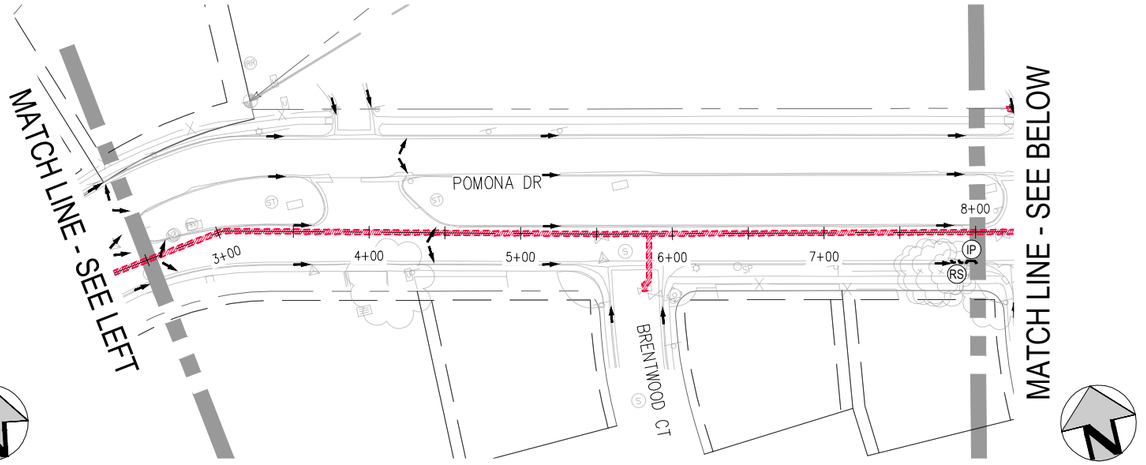
G:\SURVEY\SDRFILES\STREETS\2025 Streets\Pomona Drive\Control\Survey Control Pomona – 2026 Water Line Version.dwg , Plot Date: 12/18/2025

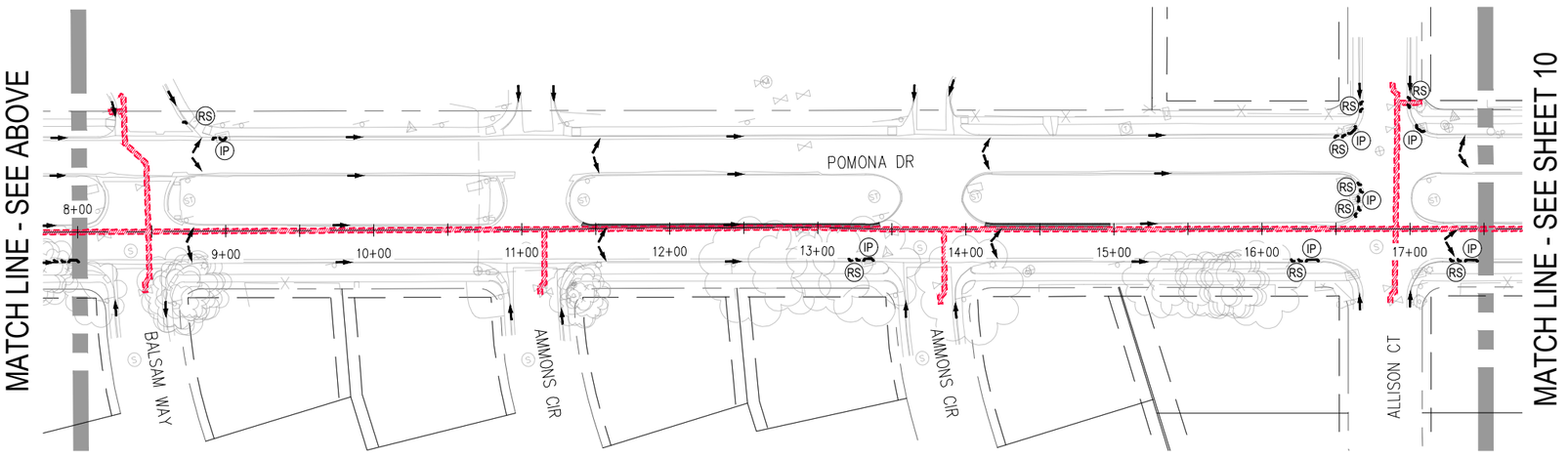












NOTES:
1. STOCKPILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTOR DISCRETION, AND ANNOTATED BY CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. AREA OF DISTRUBANCE, THIS SHEET:: W 84TH AVE – POMONA DR: 0.27 AC.

LEGEND:

LIMITS OF DISTURBANCE	LOD
FLOW ARROW	
ROCK SOCKS	RS
CURB/COMB INLET PROTECTION	IP
VALLEY INLET PROTECTION	IP

COLORADO LICENSED
MARK A. WEST
38561
PROFESSIONAL ENGINEER
03/23/2026

APPROVED:

City Engineer — 3/23/26 Date — 26WA01 Job Number

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W 84TH AVE TO POMONA DR WATER LINE PLAN

SCALE = 1" = 100'

NO.	REVISION	DATE	BY
1	ADDENDUM	03-20-2026	HKS
2			
3			
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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 26-WA-01
WATER MAIN REPLACEMENT
EROSION CONTROL PLAN

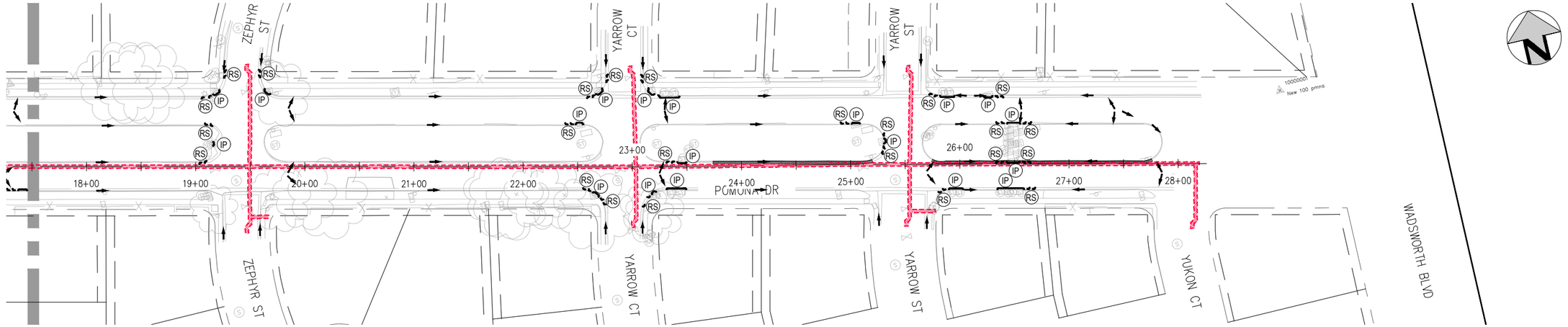
ENGINEER MAW
CHECKED BY MAW
DESIGN BY VCB

SHT 7

Know what's below. Call before you dig. 811

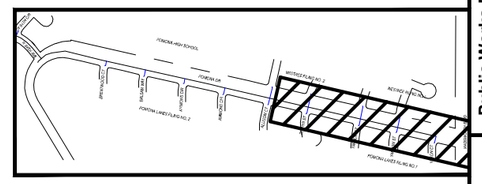
HKS HARRIS KOCHER SMITH

P:\2025\2511019\Engineering\Erosion\CD – Erosion Control Plan.dwg , Plot Date: 3/19/2026



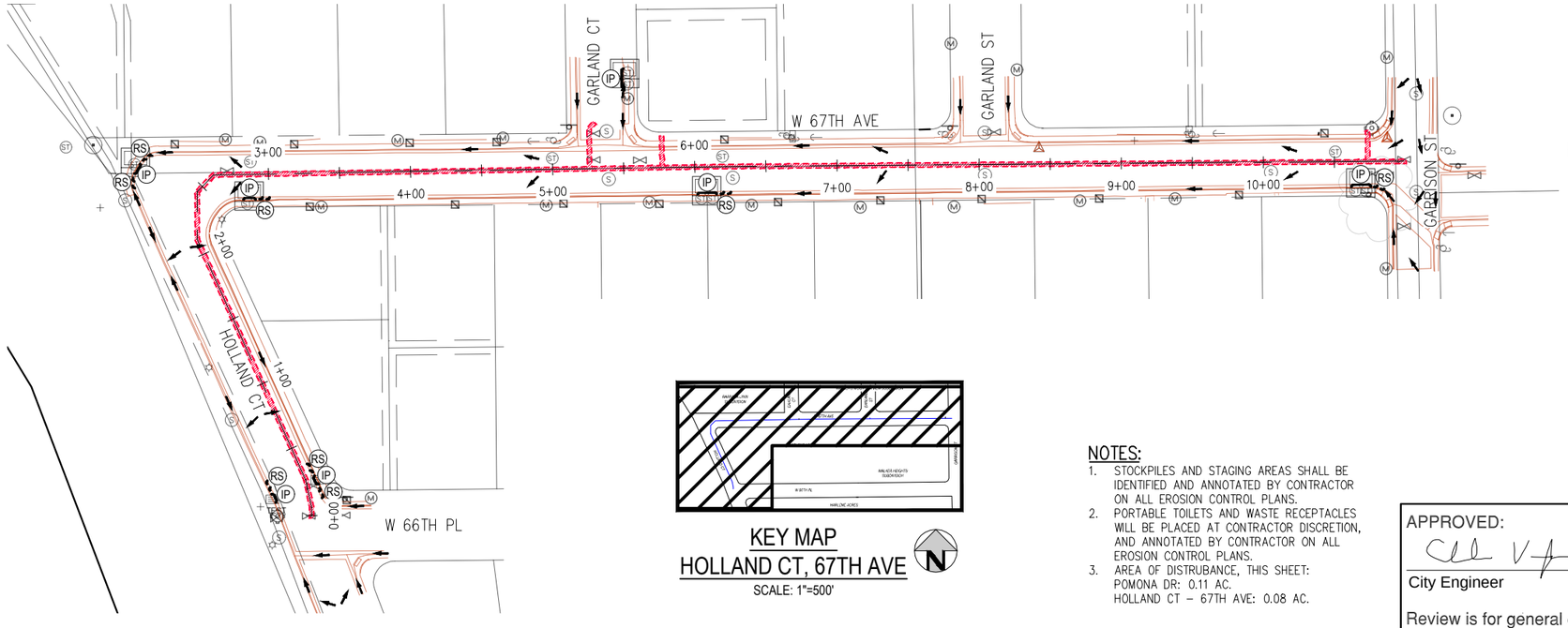
POMONA DR WATER LINE PLAN

SCALE = 1" = 100'



KEY MAP - POMONA DR

SCALE: 1"=1000'



KEY MAP
HOLLAND CT, 67TH AVE

SCALE: 1"=500'

HOLLAND CT TO 67TH AVE WATER LINE PLAN

SCALE = 1" = 100'

NOTES:

1. STOCKPILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTOR DISCRETION, AND ANNOTATED BY CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. AREA OF DISTRUBANCE, THIS SHEET:
   POMONA DR: 0.11 AC.
   HOLLAND CT – 67TH AVE: 0.08 AC.

LEGEND:

- LIMITS OF DISTURBANCE
- FLOW ARROW
- ROCK SOCKS (RS)
- CURB/COMB INLET PROTECTION (IP)

COLORADO LICENSED
MARK A. WEST
38561
PROFESSIONAL ENGINEER
03/23/2026

APPROVED:

City Engineer — 3/23/26 Date — 26WA01 Job Number

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Public Works Department
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CITY OF ARVADA

PROJECT NO. 26-WA-01
WATER MAIN REPLACEMENT
EROSION CONTROL PLAN

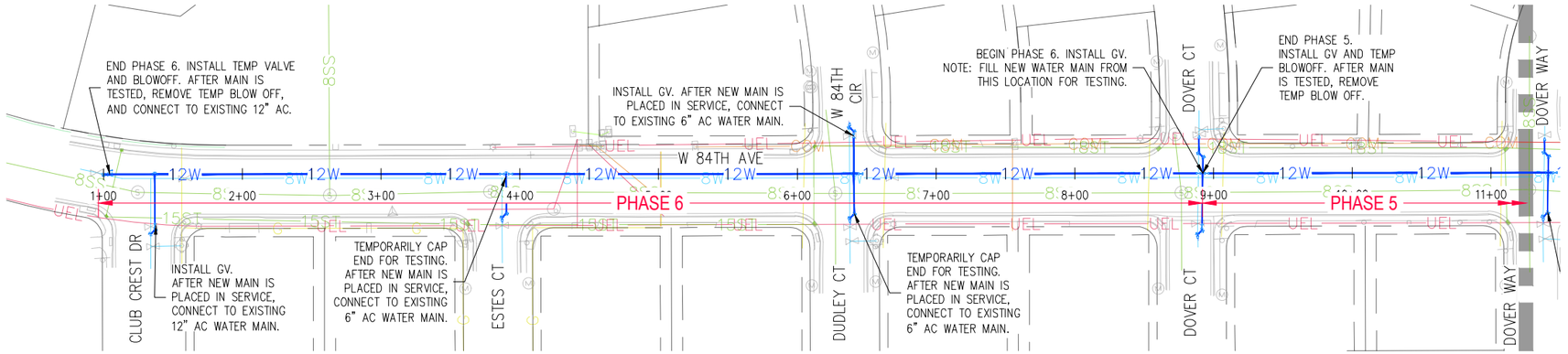
ENGINEER MAW
CHECKED BY MAW
DESIGN BY VCB

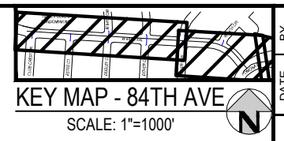
SHT 8

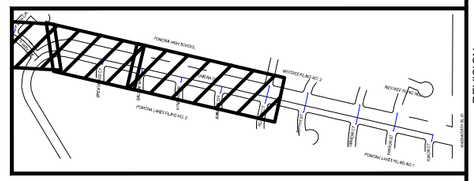
Know what's below. Call before you dig.

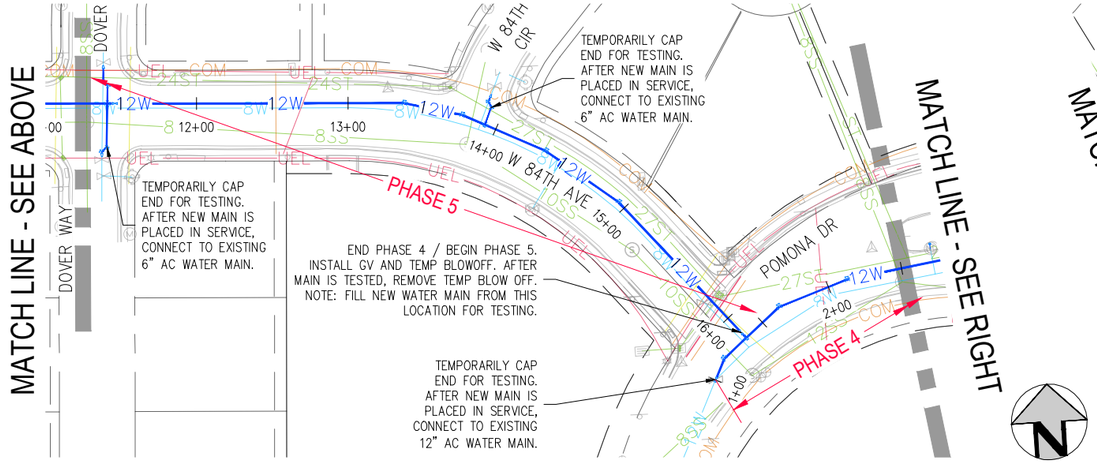
HARRIS KOCHER SMITH

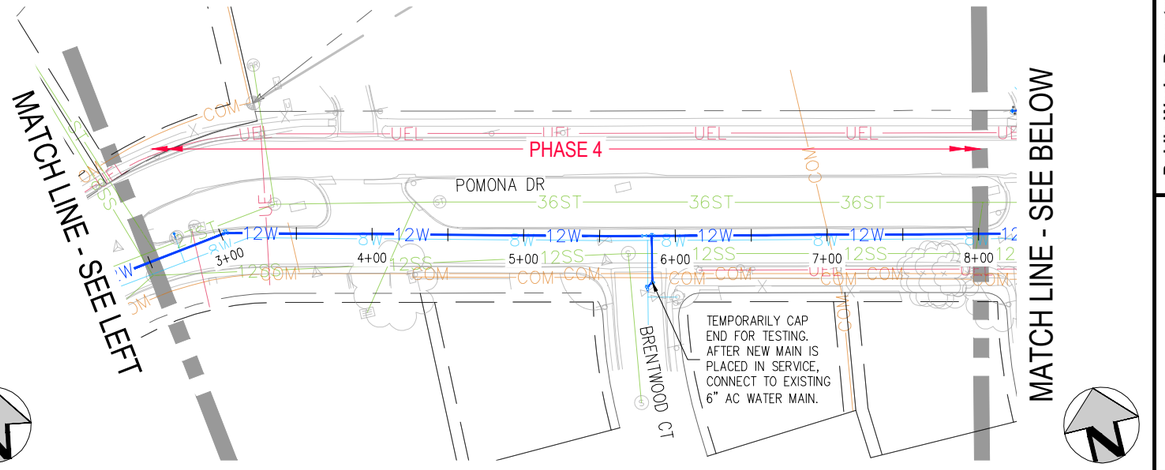
P:\2025\2511019\Engineering\Erosion\CD – Erosion Control Plan.dwg , Plot Date: 3/19/2026

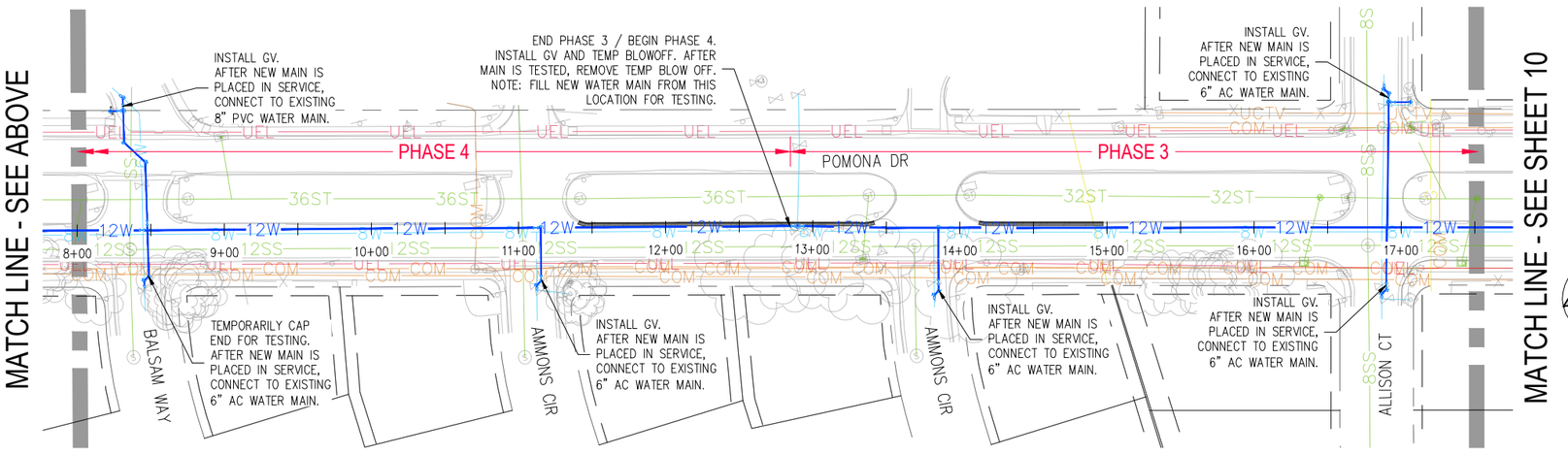












NO.	REVISION	DATE	BY
1	ADDENDUM	03-20-2026	HKS
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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 26-WA-01
WATER MAIN REPLACEMENT
SUGGESTED PHASING PLAN

COLORADO LICENSED
MARK A. WEST
38561
PROFESSIONAL ENGINEER
03/23/2026

APPROVED:

City Engineer — 3/23/26 Date — 26WA01 Job Number

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ENGINEER MAW
CHECKED BY MAW
DESIGN BY VCB

SHT 9

Know what's below. Call before you dig.

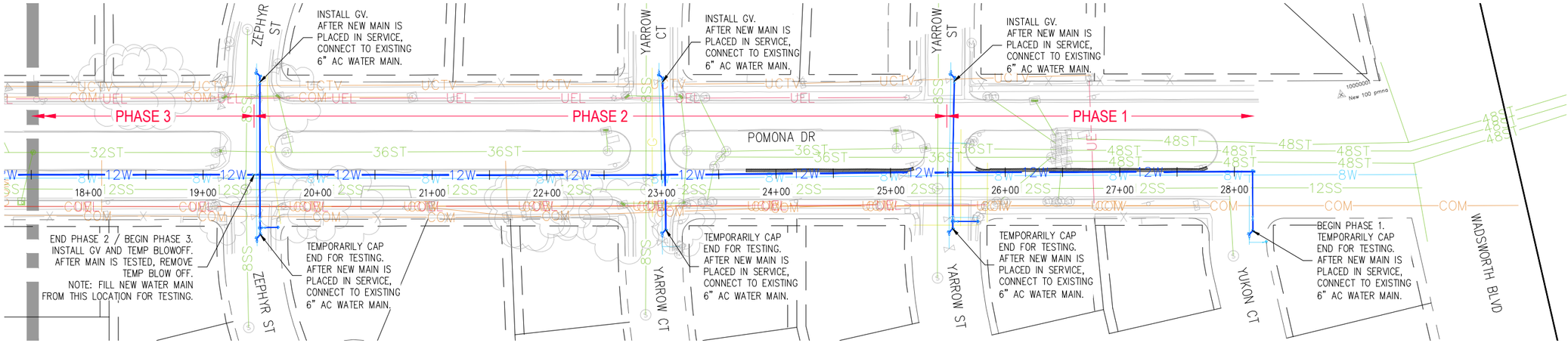
HARRIS KOCHER SMITH

W 84TH AVE TO POMONA DR WATER LINE PLAN

SCALE = 1" = 100'

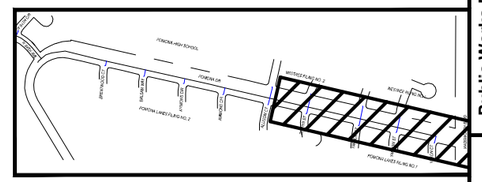
P:\2025\2511019\Engineering\CD\CD – Phasing Plan.dwg , Plot Date: 3/19/2026

MATCH LINE - SEE SHEET 9



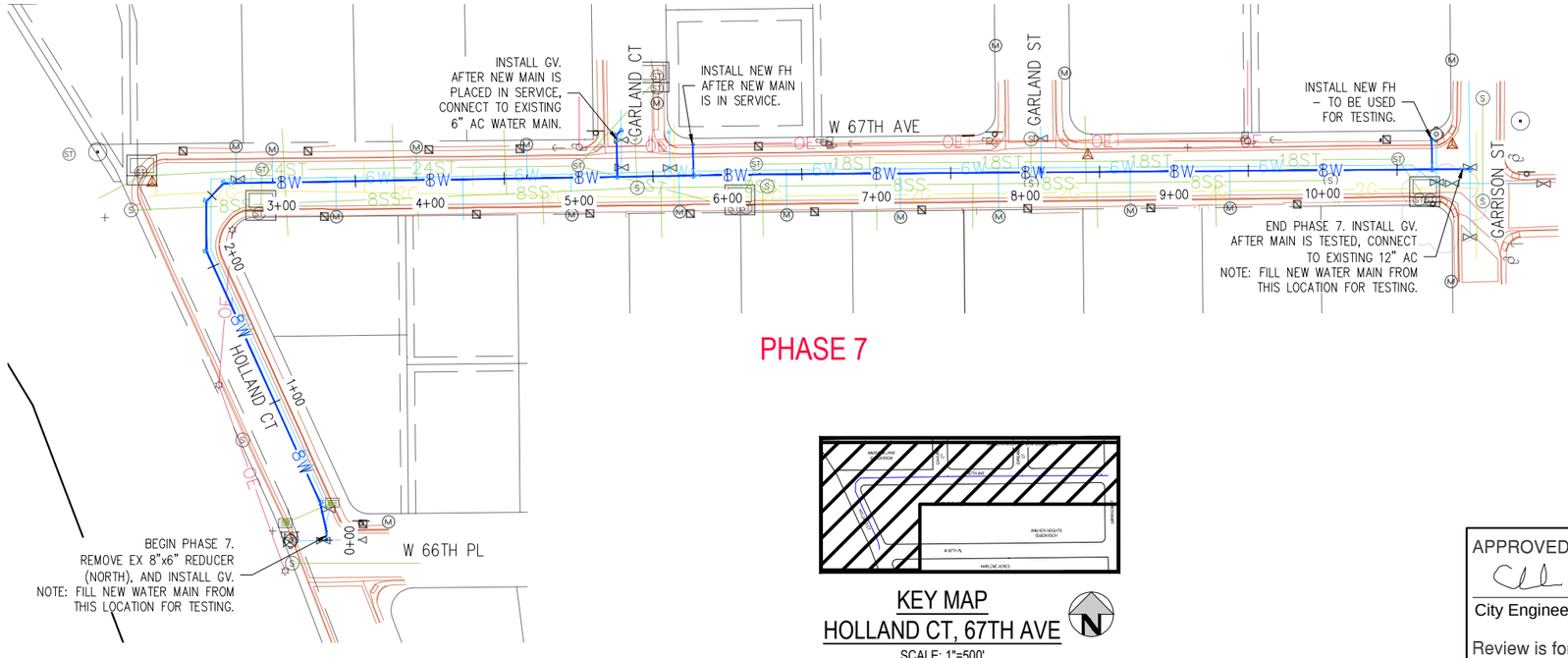
POMONA DR WATER LINE PLAN

SCALE = 1" = 100'



KEY MAP - POMONA DR

SCALE: 1"=1000'



PHASE 7

KEY MAP
HOLLAND CT, 67TH AVE

SCALE: 1"=500'

HOLLAND CT TO 67TH AVE WATER LINE PLAN

SCALE = 1" = 100'

NO.	REVISION	DATE	BY
1	ADDENDUM	03-20-2026	HKS
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4			
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Public Works Department
Engineering Division
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Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 26-WA-01
WATER MAIN REPLACEMENT
SUGGESTED PHASING PLAN

COLORADO LICENSED
MARK A. WEST
38561
PROFESSIONAL ENGINEER
03/23/2026

APPROVED:

City Engineer — 3/23/26 Date — 26WA01 Job Number

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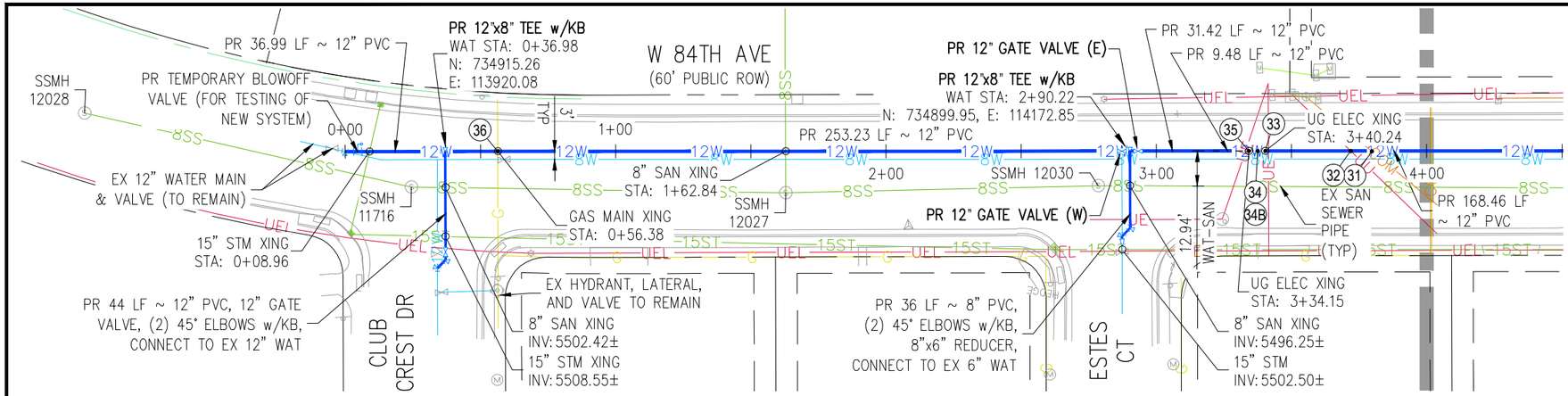
ENGINEER MAW
CHECKED BY MAW
DESIGN BY VCB

SHT 10

Know what's below. Call before you dig.

HARRIS KOCHER SMITH

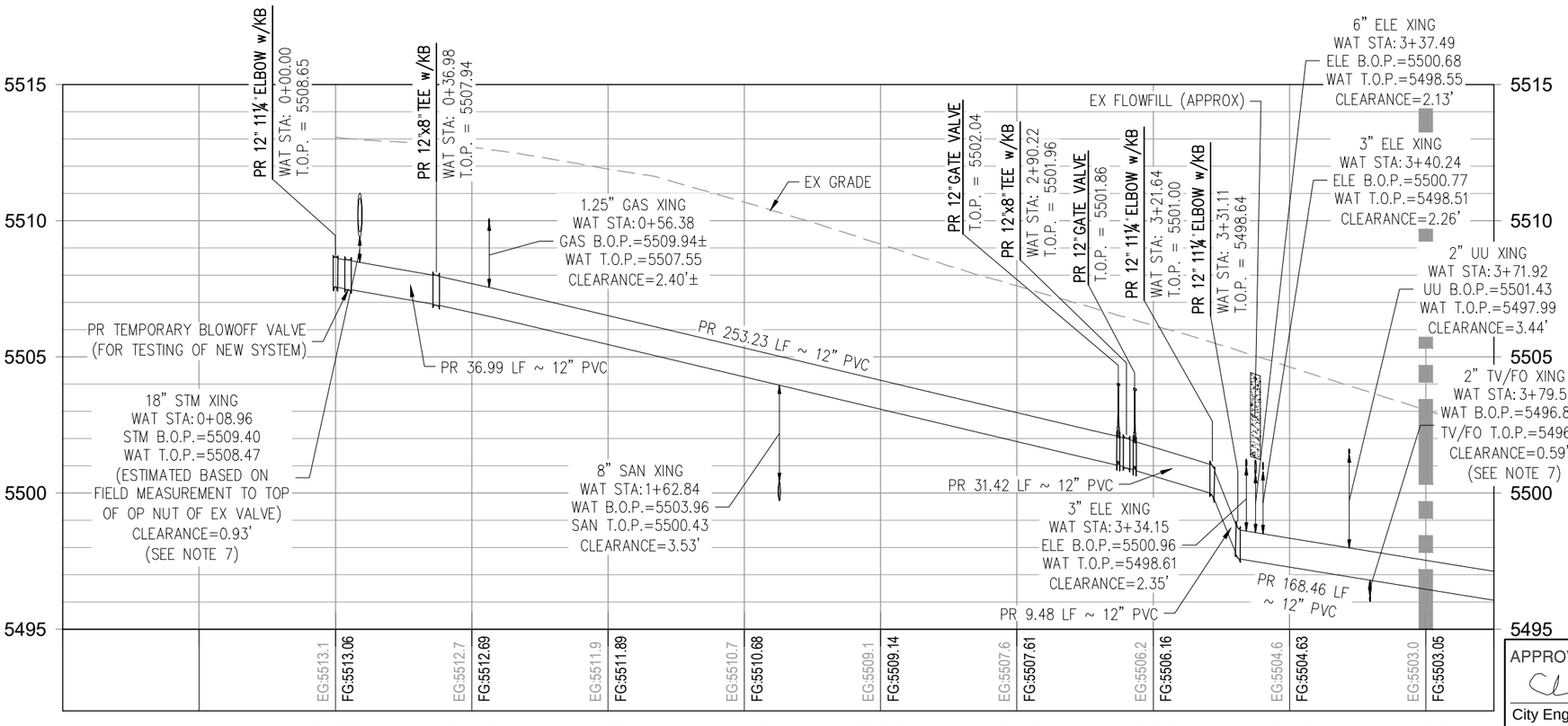
P:\2025\2511019\Engineering\CD\CD – Phasing Plan.dwg , Plot Date: 3/19/2026



W 84TH AVE WATER LINE PLAN

SCALE = 1" = 50'

PHASE 6



PIPE RUN - 84TH PROFILE

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

NO.	REVISION	DATE	BY
1	ADDENDUM #1	03-20-2026	HKS
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NOTES:

1. CONTRACTOR SHALL NOTIFY COLORADO 811 PRIOR TO EXCAVATION, IN ACCORDANCE WITH COLORADO STATE STATUTES.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE AND SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE, AS SUPPLIED BY THE UTILITY OWNERS. PRIOR TO EXCAVATION, CONTRACTOR SHALL VERIFY EXISTENCE, SIZE AND LOCATION OF EXISTING UTILITIES AND IMMEDIATELY NOTIFY HARRIS KOCHER SMITH OF ANY DISCREPANCIES. CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UNDERGROUND FACILITIES.
3. EXISTING WATERLINES BEING REPLACED SHALL BE ABANDONED IN PLACE, EXCEPT AT CROSSING LOCATIONS. WHERE THE EXISTING WATERLINE INTRUDES INTO THE TRENCH ENVELOPE OF THE NEW LINE, THE EXISTING LINE SHALL BE REMOVED A MINIMUM OF 2' OUTSIDE OF THE NEW TRENCH ENVELOPE.
4. CONCRETE CURB & GUTTER REPLACEMENT IS NOT PART OF THIS PROJECT. TEMPORARY ASPHALT RESTORATION OF REMOVED CURB & GUTTER WILL BE REQUIRED.
5. PROJECT PHASING LIMITS SHOWN ARE FOR INFORMATION ONLY.
6. CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION MEANS AND METHODS, PHASING, AND LAY SCHEDULE.
7. REFER TO PROJECT SPECIAL PROVISIONS FOR SECONDARY CONTAINMENT METHODS, WHERE VERTICAL CLEARANCE IS LESS THAN 18", FOR EACH TYPE OF UTILITY CROSSING.
8. PIPE LENGTHS SHOWN ARE FROM CENTERS OF FITTINGS.
9. REFER TO SHEET 24 FOR A SUMMARY TABLE OF TEST HOLE INFORMATION.
10. SIDE STREET TIE-IN LOCATIONS TO EX WATER FROM PR 12" MAIN ARE SHOWN BASED ON BEST AVAILABLE INFORMATION. REVISIONS TO TIE-IN LOCATIONS, AND LOGISTICS OF FITTINGS AND APPURTENANCES, SHALL BE COORDINATED IN ADVANCE WITH THE CITY.

COLORADO LICENSED PROFESSIONAL ENGINEER
MARK A. WEST
38561
03/23/2026

APPROVED:

City Engineer — Date: 3/23/26 — Job Number: 26WA01

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

CITY OF ARVADA

PROJECT NO. 26-WA-01
WATER MAIN REPLACEMENT
W 84TH AVE
STA 0+00.00 TO STA 4+00.00

ENGINEER MAW
CHECKED BY MAW
DESIGN BY VCB

SHT 11

Know what's below. Call before you dig.

HARRIS KOCHER SMITH

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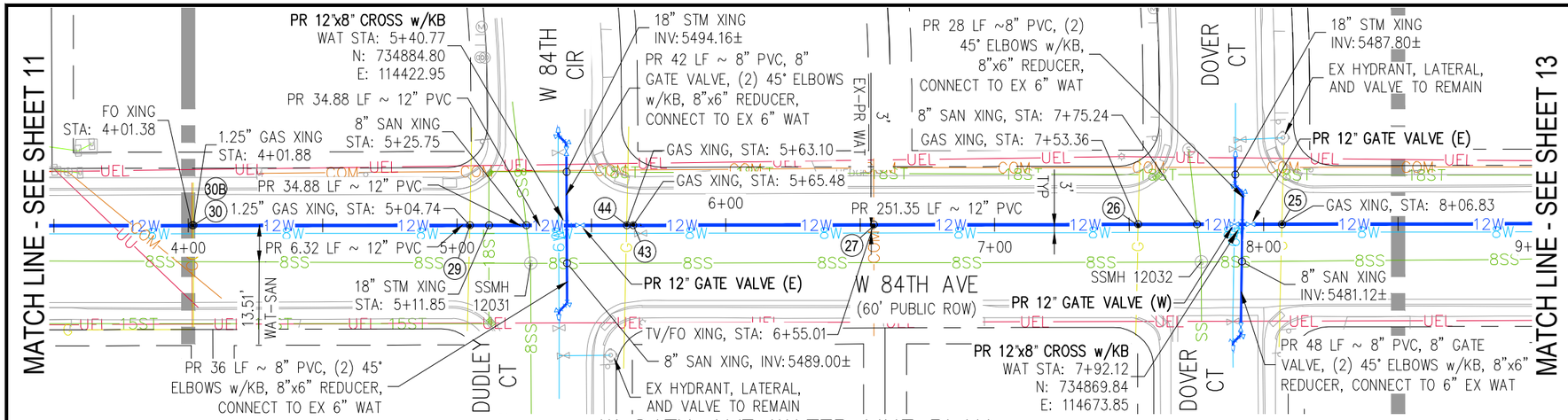
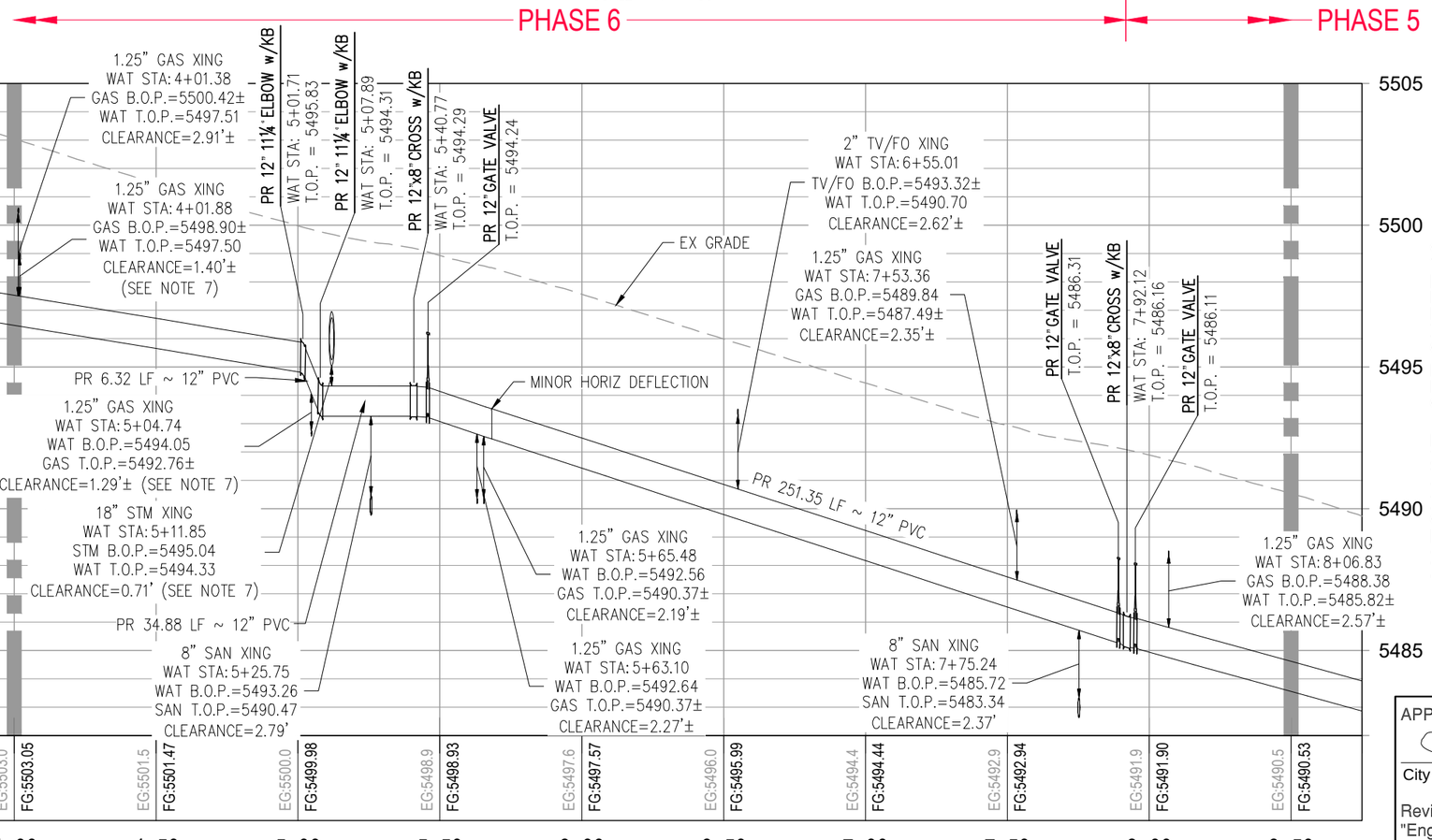


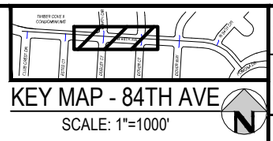
W 84TH AVE WATER LINE PLAN

SCALE = 1" = 50'



PIPE RUN - 84TH PROFILE

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'



NOTES:

1. CONTRACTOR SHALL NOTIFY COLORADO 811 PRIOR TO EXCAVATION, IN ACCORDANCE WITH COLORADO STATE STATUTES.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE AND SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE, AS SUPPLIED BY THE UTILITY OWNERS. PRIOR TO EXCAVATION, CONTRACTOR SHALL VERIFY EXISTENCE, SIZE AND LOCATION OF EXISTING UTILITIES AND IMMEDIATELY NOTIFY HARRIS KOCHER SMITH OF ANY DISCREPANCIES. CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UNDERGROUND FACILITIES.
3. EXISTING WATERLINES BEING REPLACED SHALL BE ABANDONED IN PLACE, EXCEPT AT CROSSING LOCATIONS. WHERE THE EXISTING WATERLINE INTRUDES INTO THE TRENCH ENVELOPE OF THE NEW LINE, THE EXISTING LINE SHALL BE REMOVED A MINIMUM OF 2' OUTSIDE OF THE NEW TRENCH ENVELOPE.
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NO.	REVISION	DATE	BY
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Public Works Department
Engineering Division
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Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 26-WA-01
WATER MAIN REPLACEMENT
W 84TH AVE
STA 4+00.00 TO STA 8+50.00

COLORADO LICENSED
MARK A. WEST
38561
PROFESSIONAL ENGINEER
03/23/2026

APPROVED:

City Engineer — 3/23/26 Date — 26WA01 Job Number

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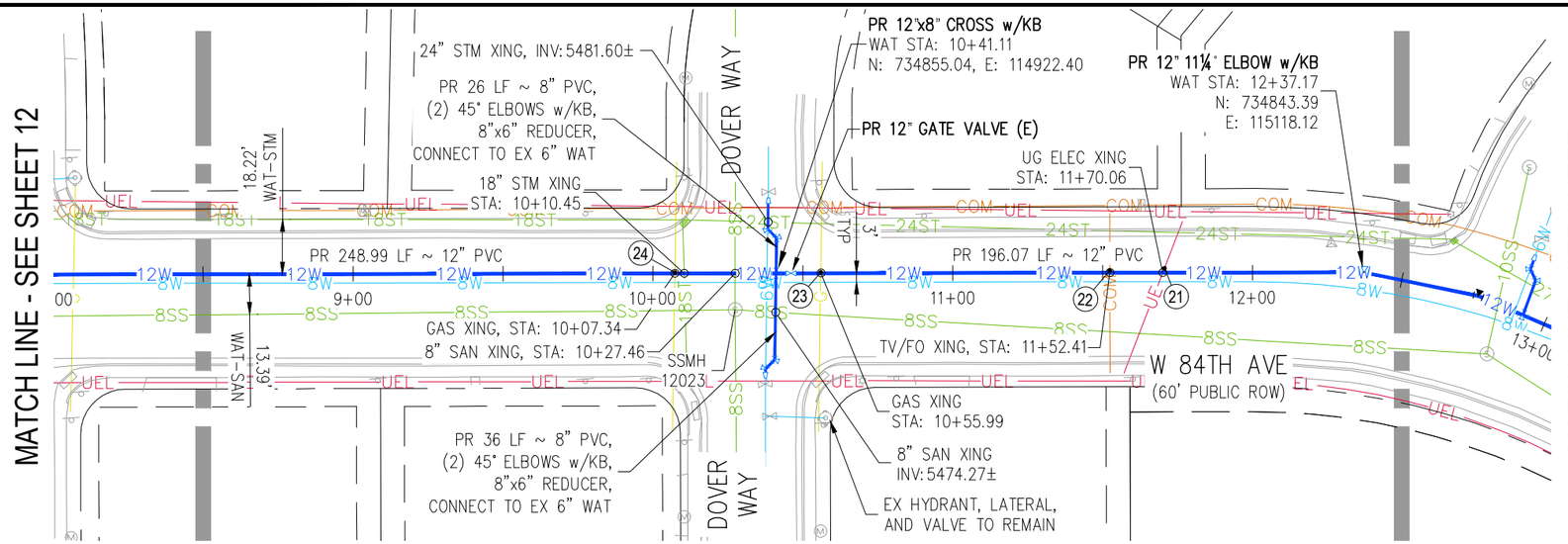
ENGINEER MAW
CHECKED BY MAW
DESIGN BY VCB

SHT 12

Know what's below. Call before you dig.

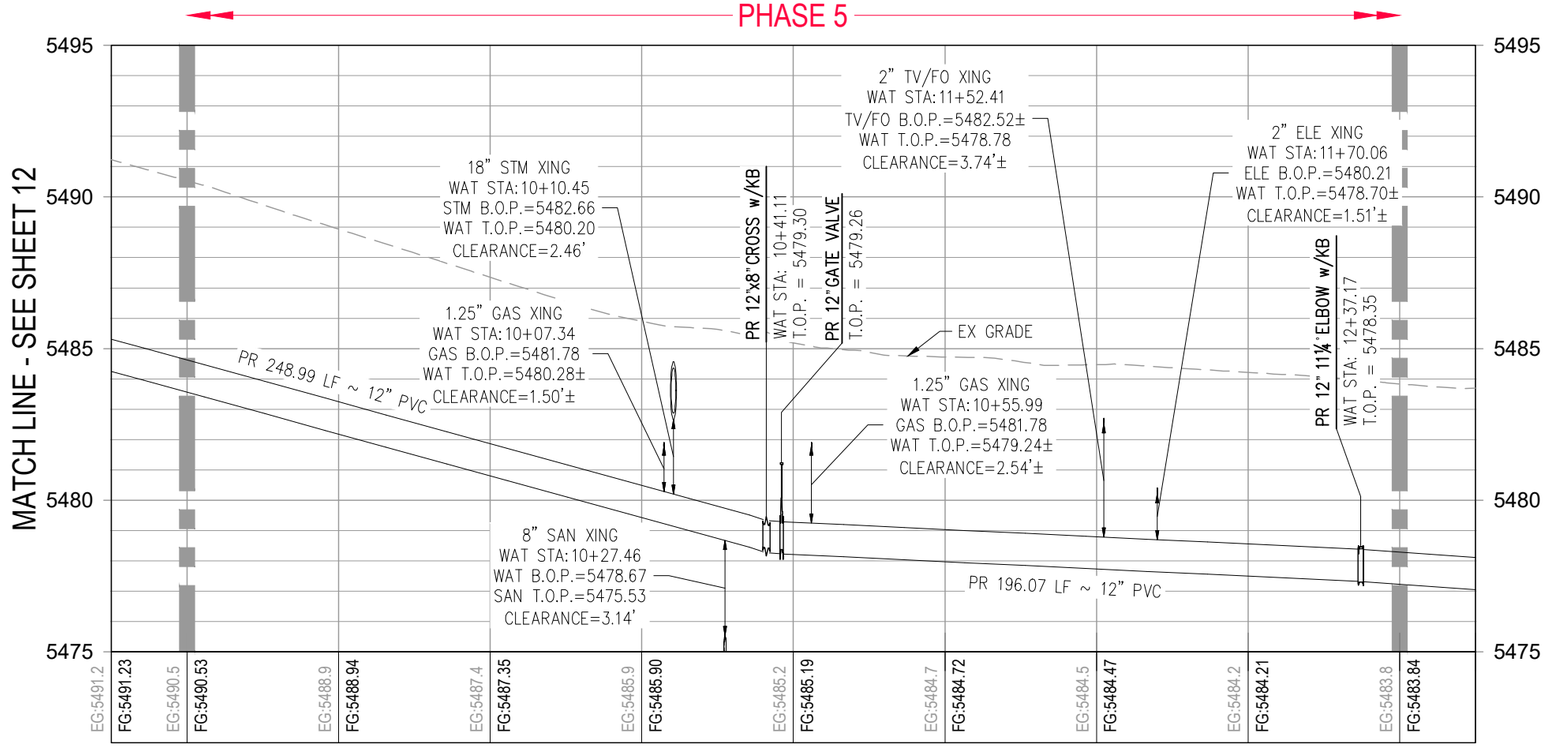
HARRIS KOCHER SMITH

P:\2025\2511019\Engineering\Utilities\Water\CD - Water P&P 84th-Pomona.dwg , Plot Date: 3/19/2026



W 84TH AVE WATER LINE PLAN

SCALE = 1" = 50'



PIPE RUN - 84TH PROFILE

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

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

CITY OF ARVADA

PROJECT NO. 26-WA-01
WATER MAIN REPLACEMENT
W 84TH AVE
STA 8+50.00 TO STA 12+50.00

COLORADO LICENSED
MARK A. WEST
38561
PROFESSIONAL ENGINEER
03/23/2026

APPROVED:

City Engineer — Date: 3/23/26 — Job Number: 26WA01

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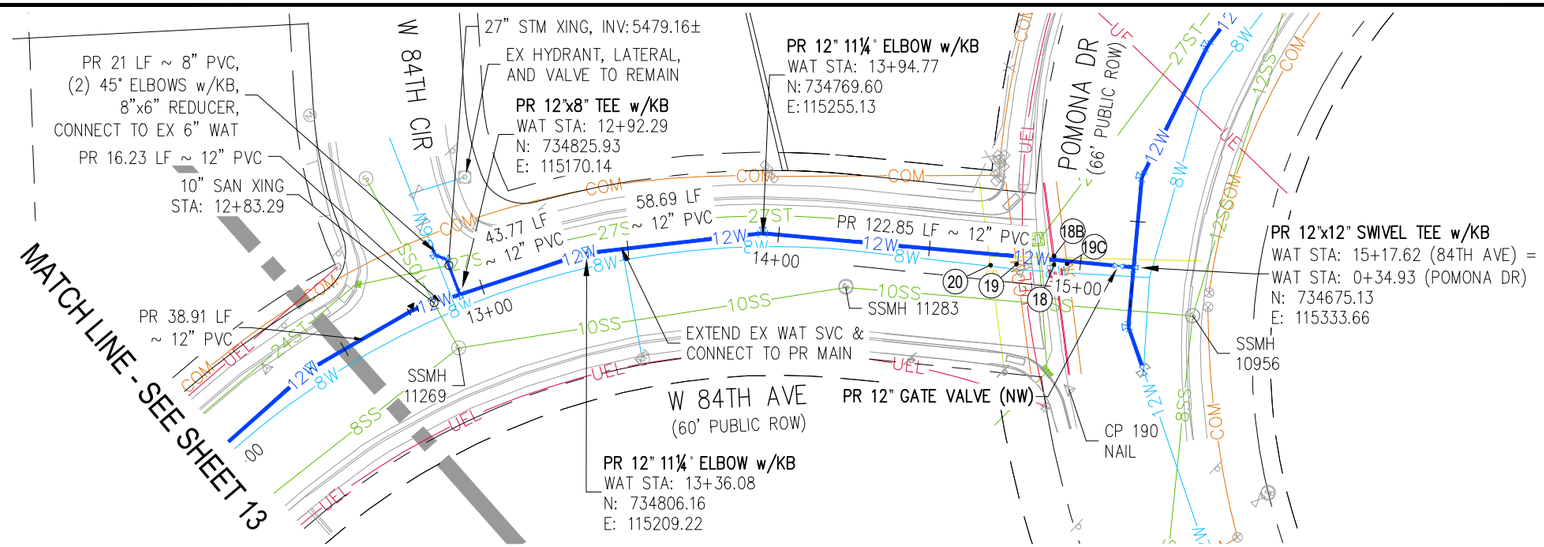
ENGINEER MAW
CHECKED BY MAW
DESIGN BY VCB

SHT 13

Know what's below. Call before you dig.

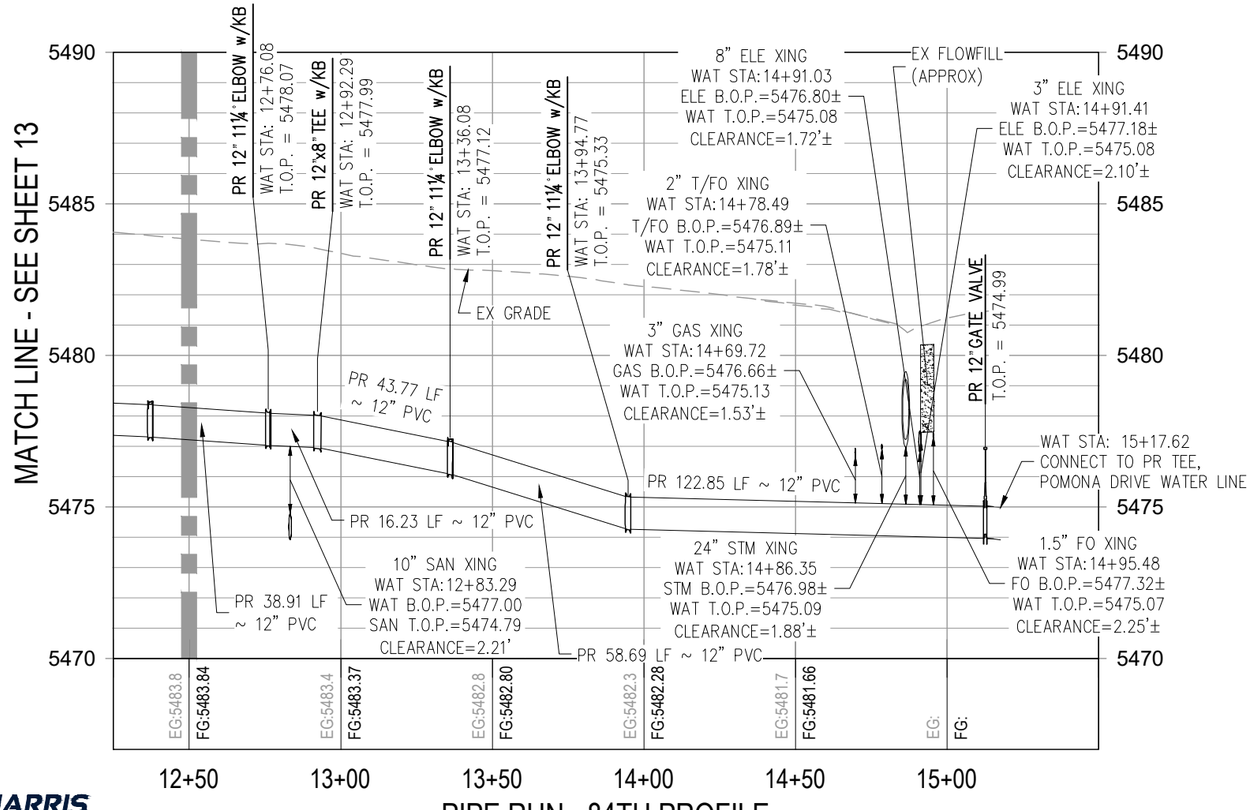
HARRIS KOCHER SMITH

P:\2025\2511019\Engineering\Utilities\Water\CD - Water P&P 84th-Pomona.dwg , Plot Date: 3/19/2026



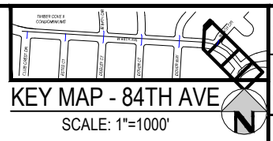
W 84TH AVE WATER LINE PLAN

SCALE = 1" = 50'



PIPE RUN - 84TH PROFILE

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'



NO.	REVISION	DATE	BY
1	ADDENDUM 1	03-20-2026	HKS
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COLORADO LICENSED
MARK A. WEST
38561
PROFESSIONAL ENGINEER
03/23/2026

APPROVED:

City Engineer — 3/23/26 Date — 26WA01 Job Number

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Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 26-WA-01
WATER MAIN REPLACEMENT
W 84TH AVE
STA 12+50.00 TO STA 15+19.30

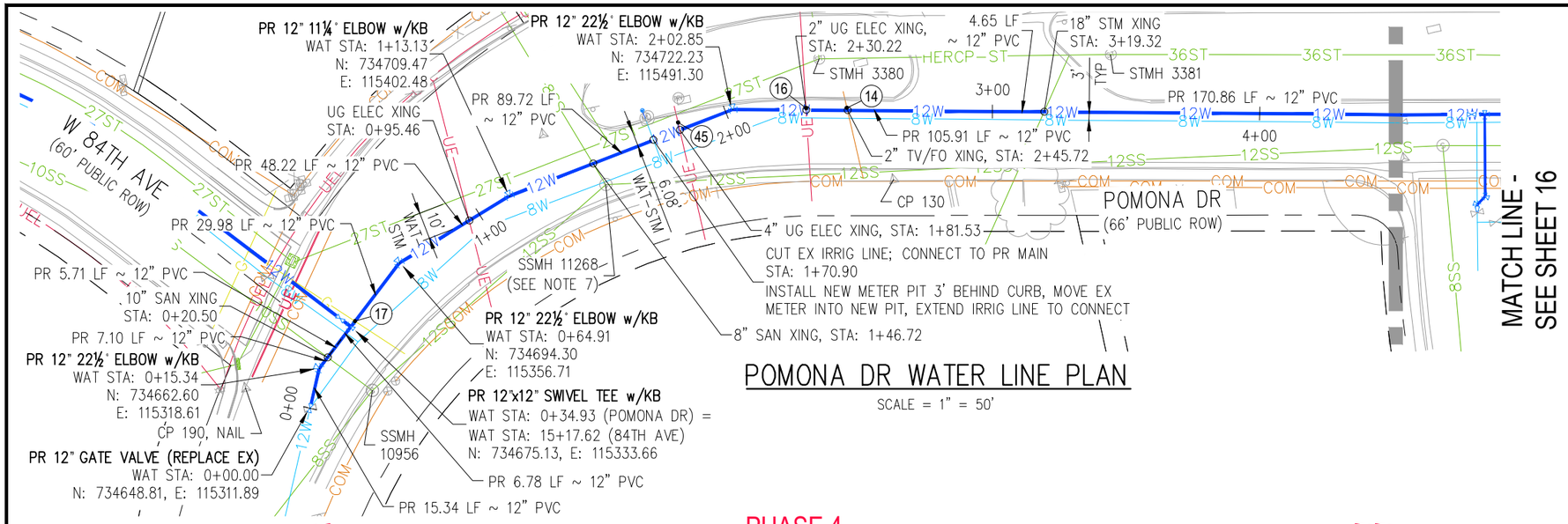
ENGINEER MAW
CHECKED BY MAW
DESIGN BY VCB

SHT 14

Know what's below. Call before you dig.

HARRIS KOCHER SMITH

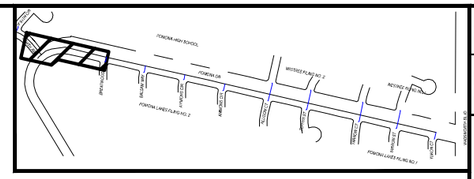
P:\2025\2511019\Engineering\Utilities\Water\CD - Water P&P 84th-Pomona.dwg , Plot Date: 3/19/2026



POMONA DR WATER LINE PLAN

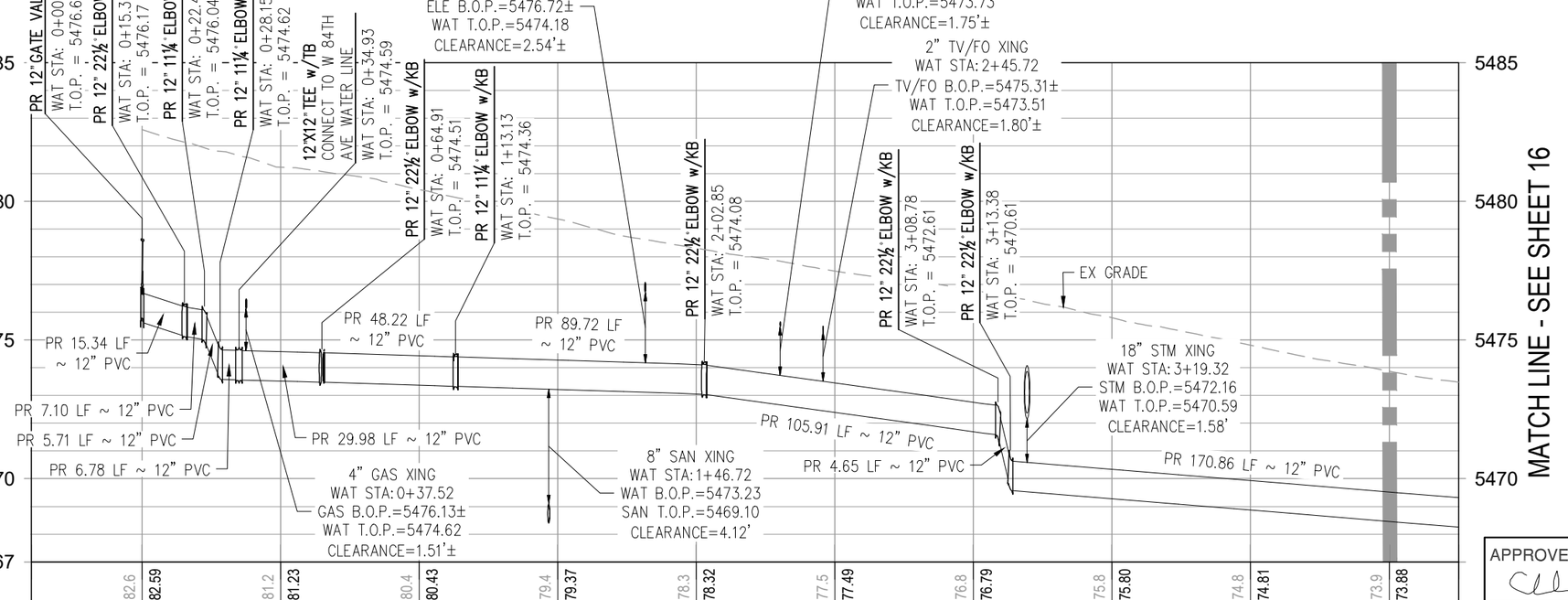
SCALE = 1" = 50'

PHASE 4



KEY MAP - POMONA DR

SCALE: 1"=1000'



PIPE RUN - POMONA PROFILE

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

MATCH LINE - SEE SHEET 16

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COLORADO LICENSED
MARK A. WEST
38561
PROFESSIONAL ENGINEER
03/23/2026

APPROVED:

City Engineer — 3/23/26 Date — 26WA01 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. 26-WA-01
WATER MAIN REPLACEMENT
POMONA DR
STA 0+00.00 TO STA 4+50.00

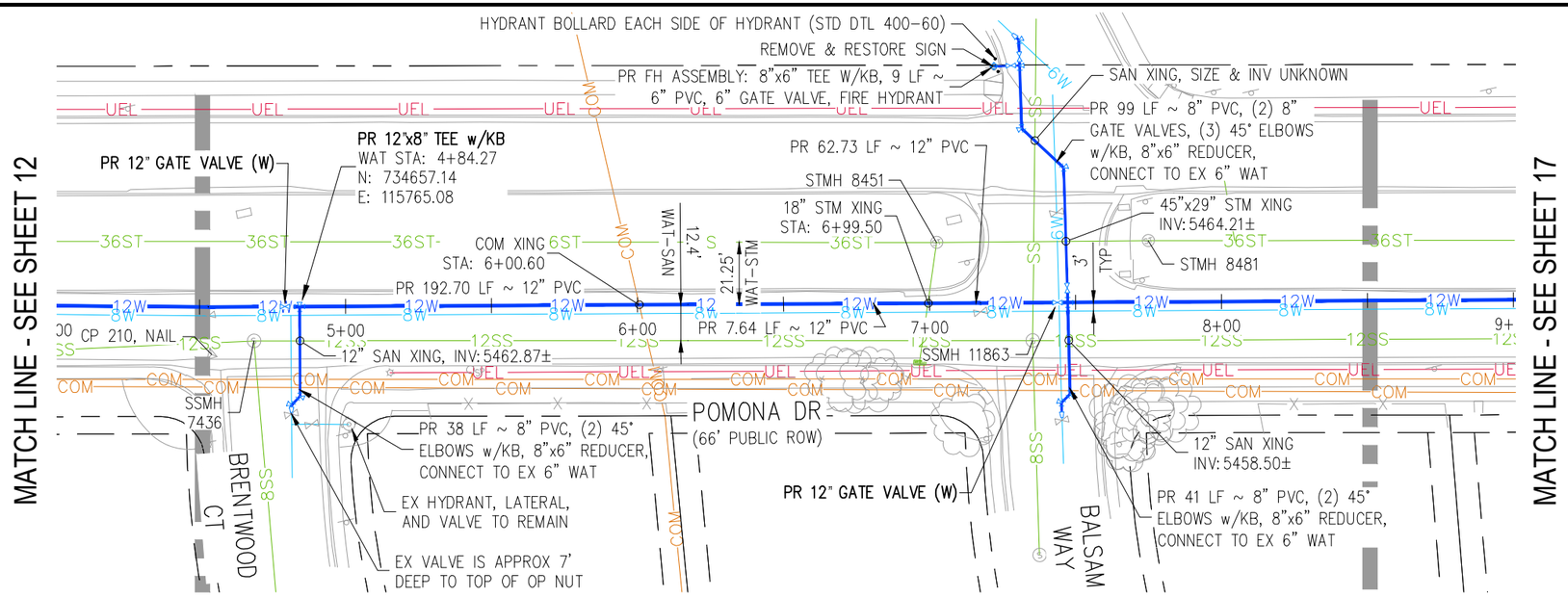
ENGINEER MAW
CHECKED BY MAW
DESIGN BY VCB

SHT 15

Know what's below. Call before you dig.

HARRIS KOCHER SMITH

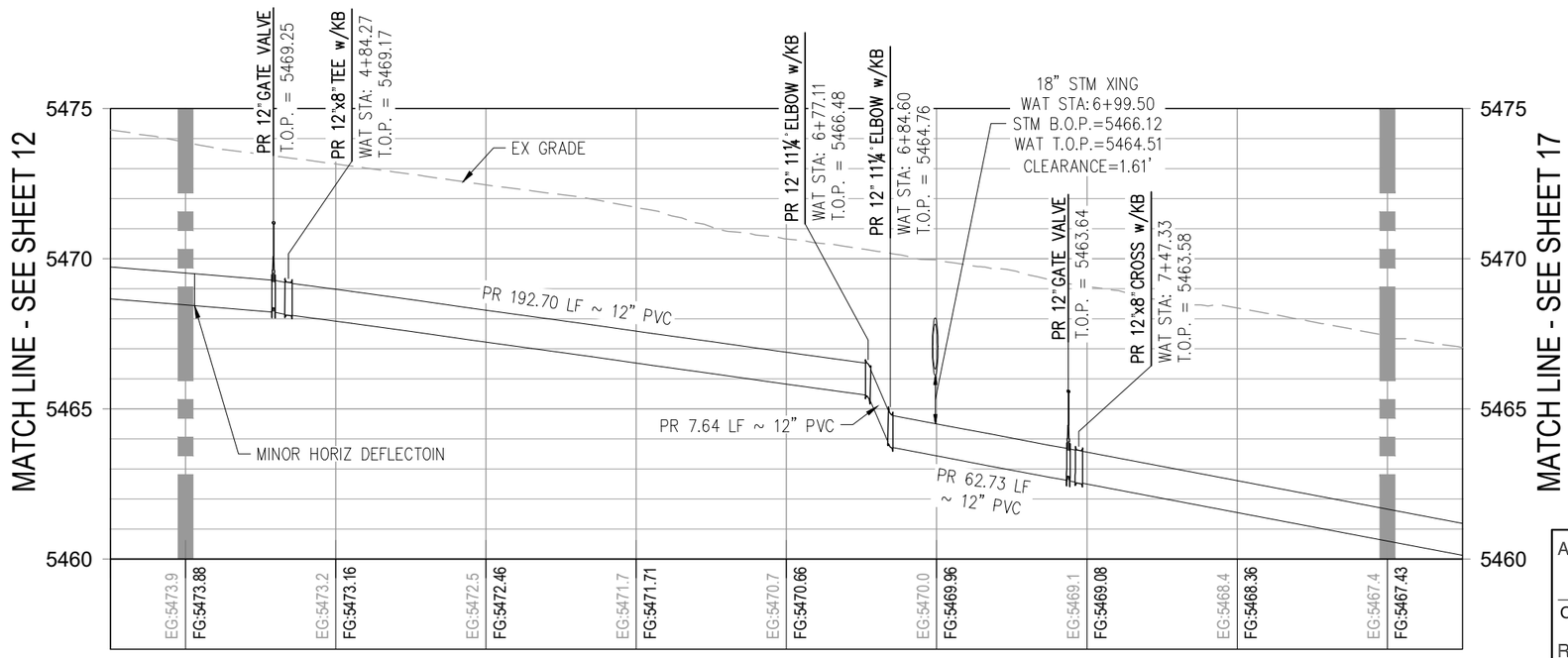
P:\2025\2511019\Engineering\Utilities\Water\CD - Water P&P 84th-Pomona.dwg , Plot Date: 3/23/2026



POMONA DR WATER LINE PLAN

SCALE = 1" = 50'

PHASE 4



PIPE RUN - POMONA PROFILE

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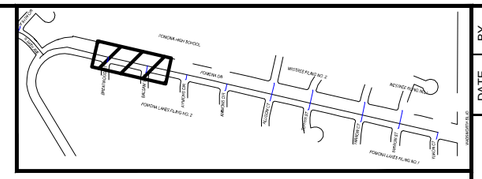

KEY MAP - POMONA DR

SCALE: 1"=1000'

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

CITY OF ARVADA

PROJECT NO. 26-WA-01
WATER MAIN REPLACEMENT
POMONA DR
STA 4+50.00 TO STA 8+50.00

COLORADO LICENSED
MARK A. WEST
38561
PROFESSIONAL ENGINEER
03/23/2026

APPROVED:

City Engineer — Date: 3/23/26 — Job Number: 26WA01

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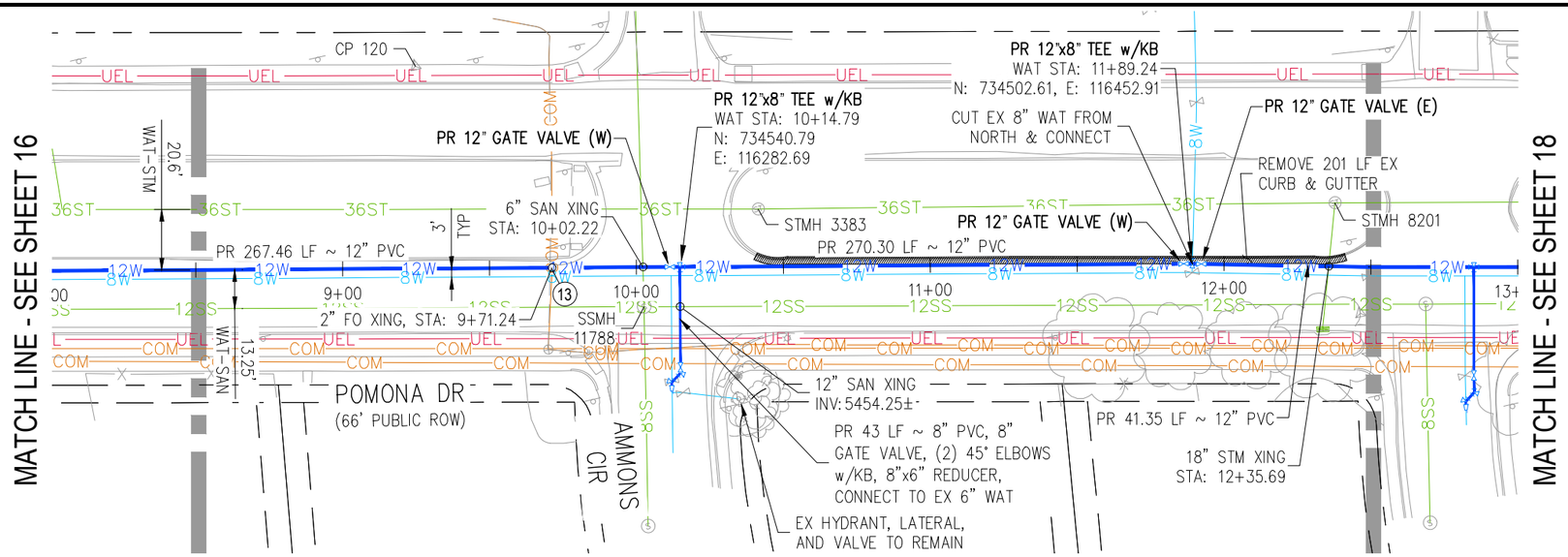
ENGINEER MAW
CHECKED BY MAW
DESIGN BY VCB

SHT 16

811 Know what's below. Call before you dig.

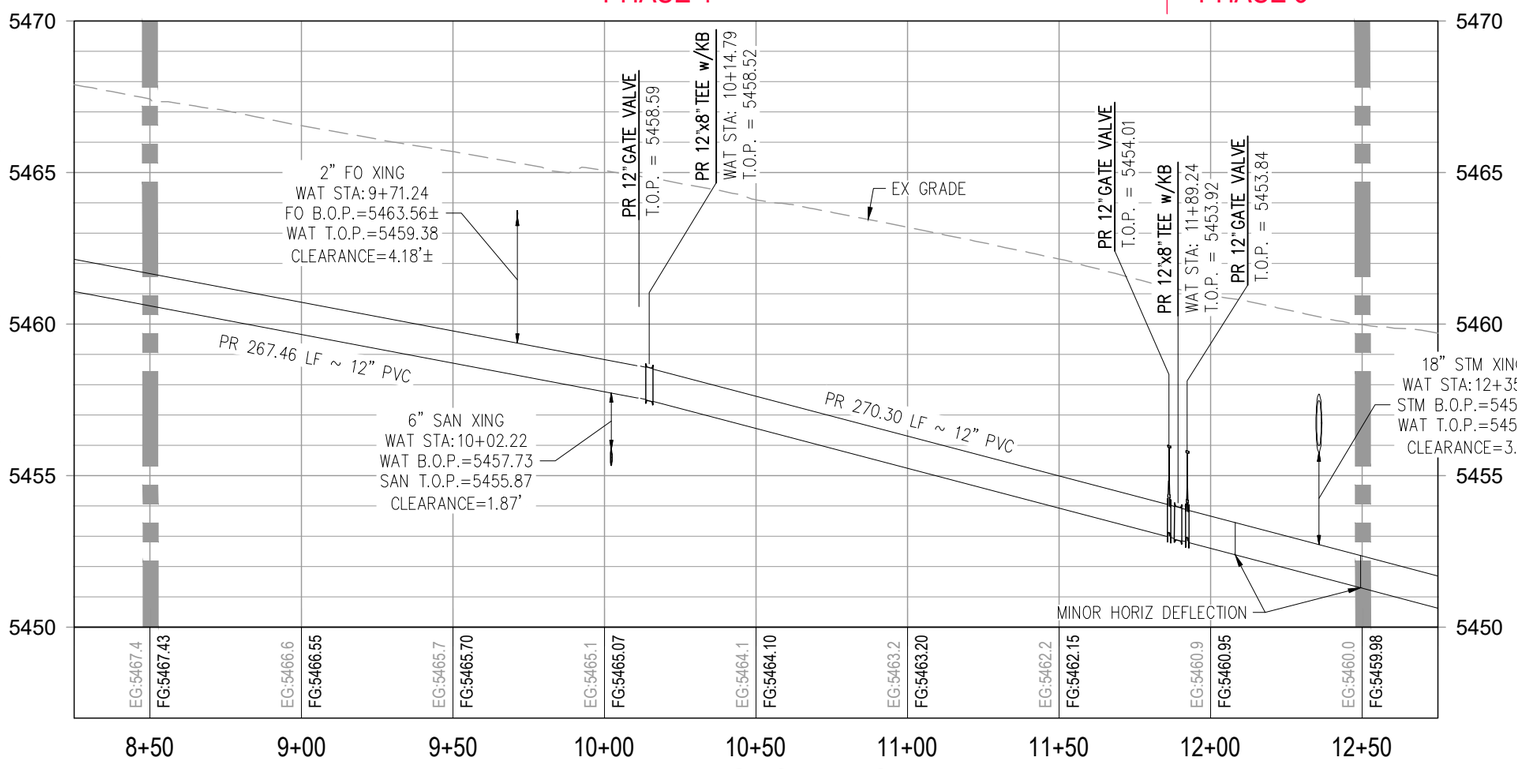
HARRIS KOCHER SMITH

P:\2025\2511019\Engineering\Utilities\Water\CD - Water P&P 84th-Pomona.dwg , Plot Date: 3/19/2026



POMONA DR WATER LINE PLAN

SCALE = 1" = 50'



PIPE RUN - POMONA PROFILE

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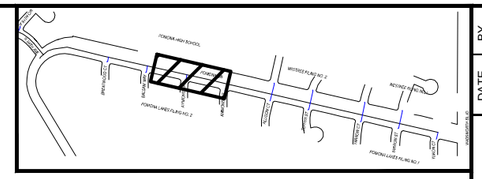
VERTICAL SCALE: 1" = 5'



KEY MAP - POMONA DR

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Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 26-WA-01
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POMONA DR
STA 8+50.00 TO STA 12+50.00

COLORADO LICENSED
MARK A. WEST
38561
PROFESSIONAL ENGINEER
03/23/2026

APPROVED:

City Engineer — 3/23/26 Date — 26WA01 Job Number

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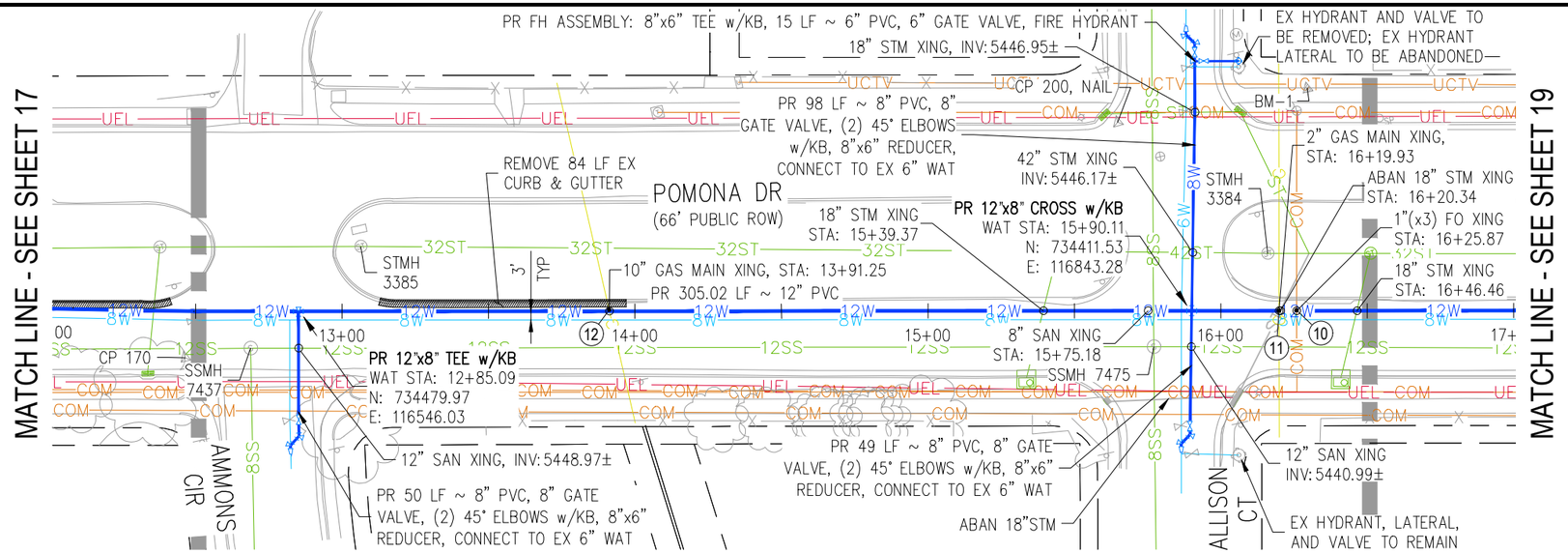
SHT 17

Know what's below. Call before you dig.

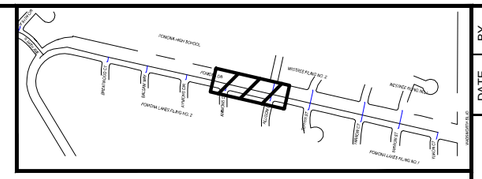
HARRIS KOCHER SMITH

P:\2025\2511019\Engineering\Utilities\Water\CD - Water P&P 84th-Pomona.dwg , Plot Date: 3/19/2026



POMONA DR WATER LINE PLAN

SCALE = 1" = 50'



KEY MAP - POMONA DR

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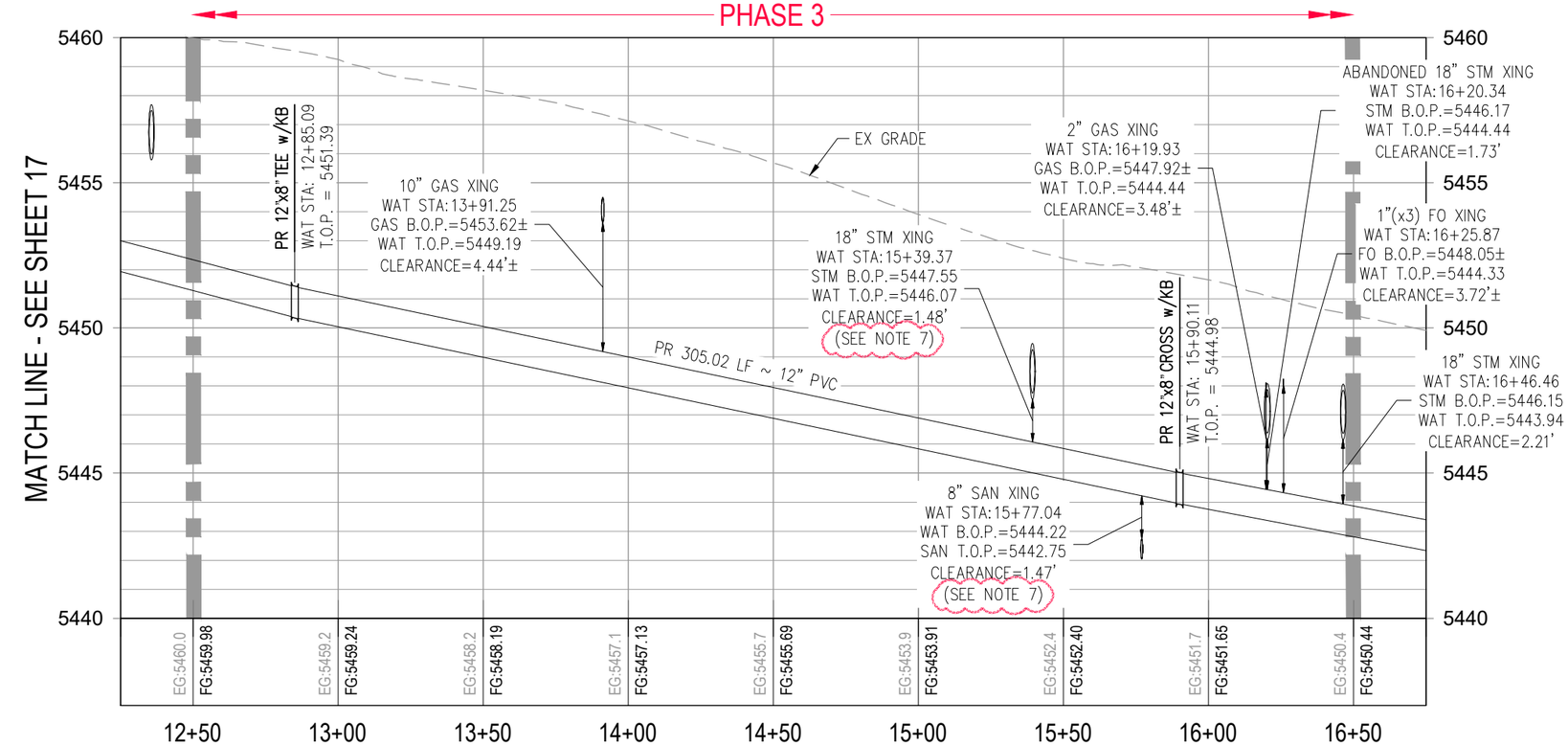

PIPE RUN - POMONA PROFILE

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VERTICAL SCALE: 1" = 5'

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COLORADO LICENSED MARK A. WEST 38561 PROFESSIONAL ENGINEER
03/23/2026

APPROVED:

City Engineer — 3/23/26 Date — 26WA01 Job Number

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Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 26-WA-01
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POMONA DR
STA 12+50.00 TO STA 16+50.00

ENGINEER MAW
CHECKED BY MAW
DESIGN BY VCB

SHT 18

Know what's below. Call before you dig.

HARRIS KOCHER SMITH

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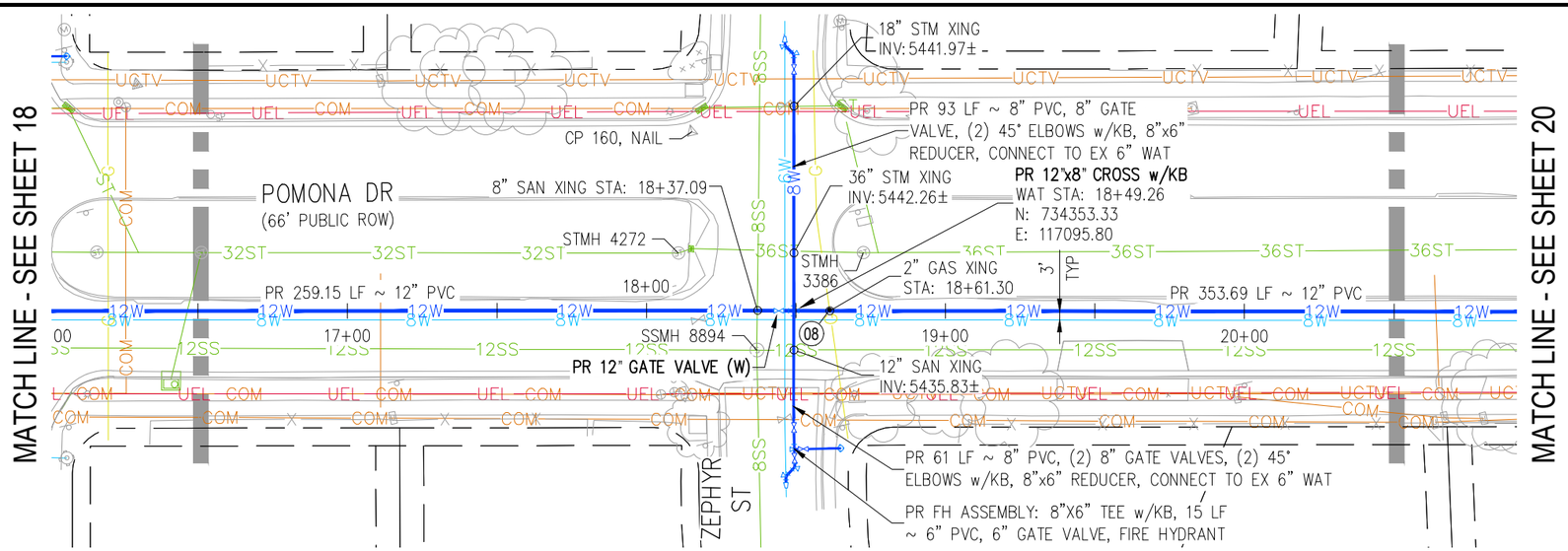
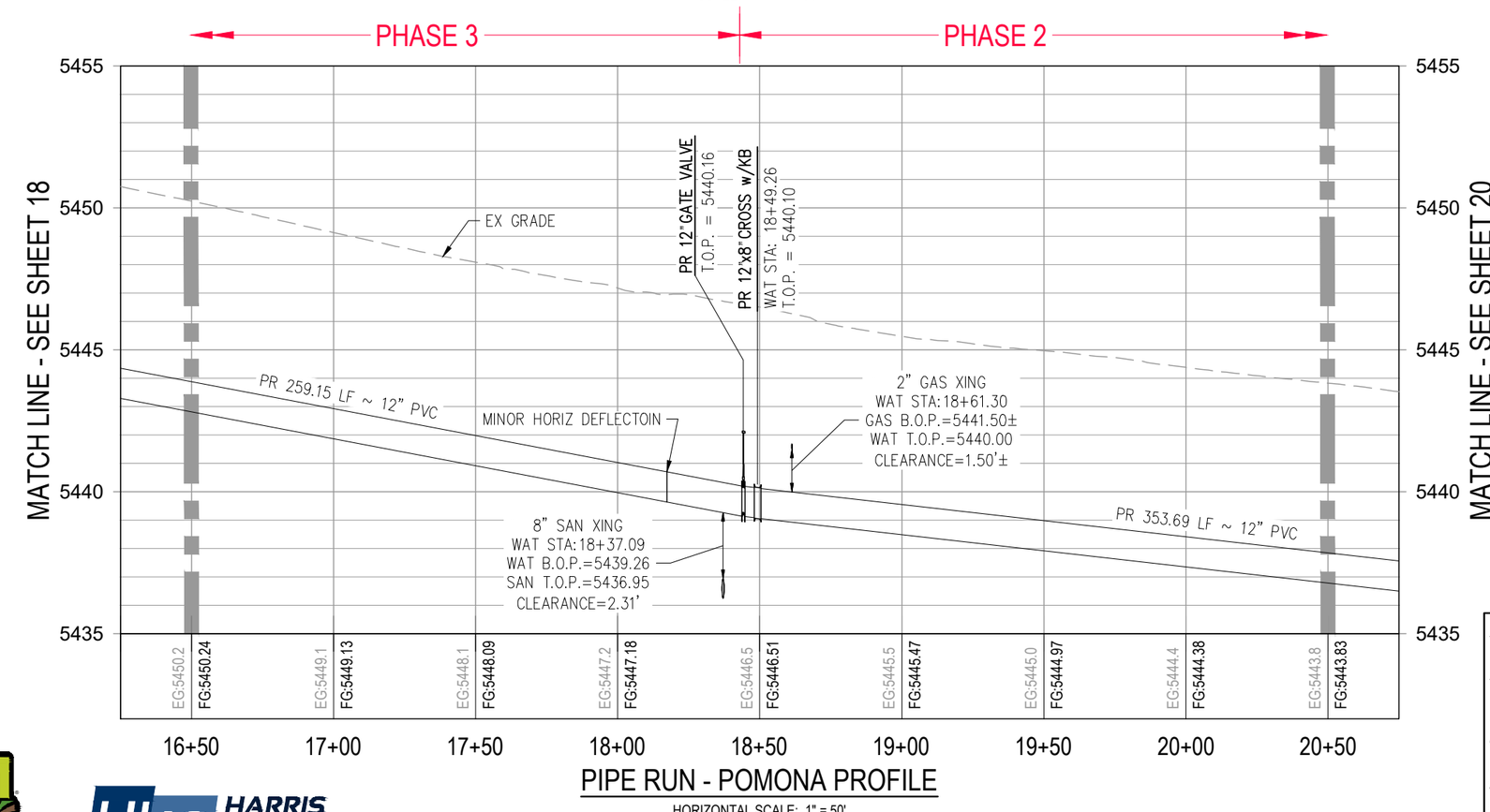


POMONA DR WATER LINE PLAN

SCALE = 1" = 50'



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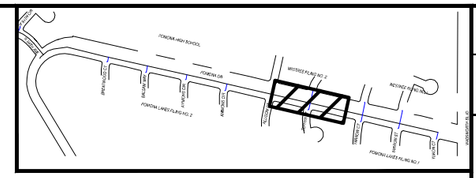
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'



KEY MAP - POMONA DR

SCALE: 1"=1000'

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COLORADO LICENSED
MARK A. WEST
38561
PROFESSIONAL ENGINEER
03/23/2026

APPROVED:

City Engineer — 3/23/26 Date — 26WA01 Job Number

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NO.	REVISION	DATE	BY
1	ADDENDUM 1	03-20-2026	HKS
2			
3			
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5			

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

CITY OF ARVADA

PROJECT NO. 26-WA-01
WATER MAIN REPLACEMENT
POMONA DR
STA 16+50.00 TO STA 20+50.00

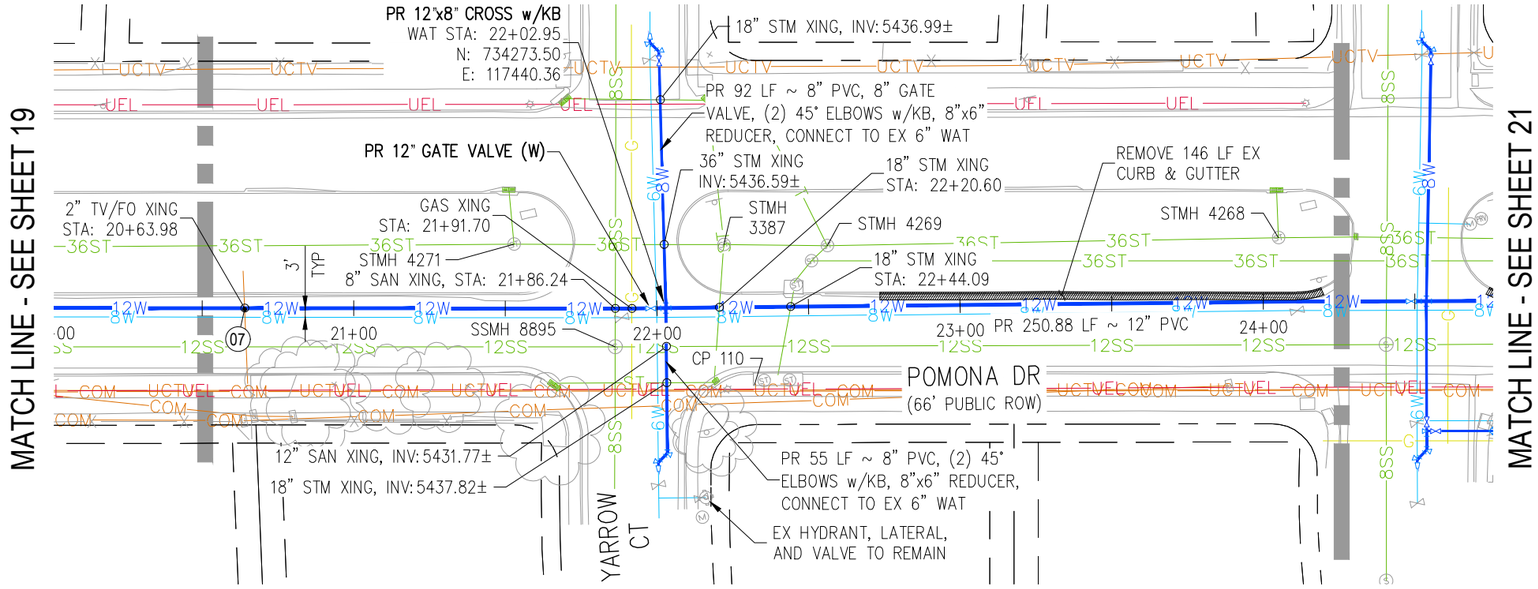
ENGINEER MAW
CHECKED BY MAW
DESIGN BY VCB

SHT 19

Know what's below. Call before you dig.

HARRIS KOCHER SMITH

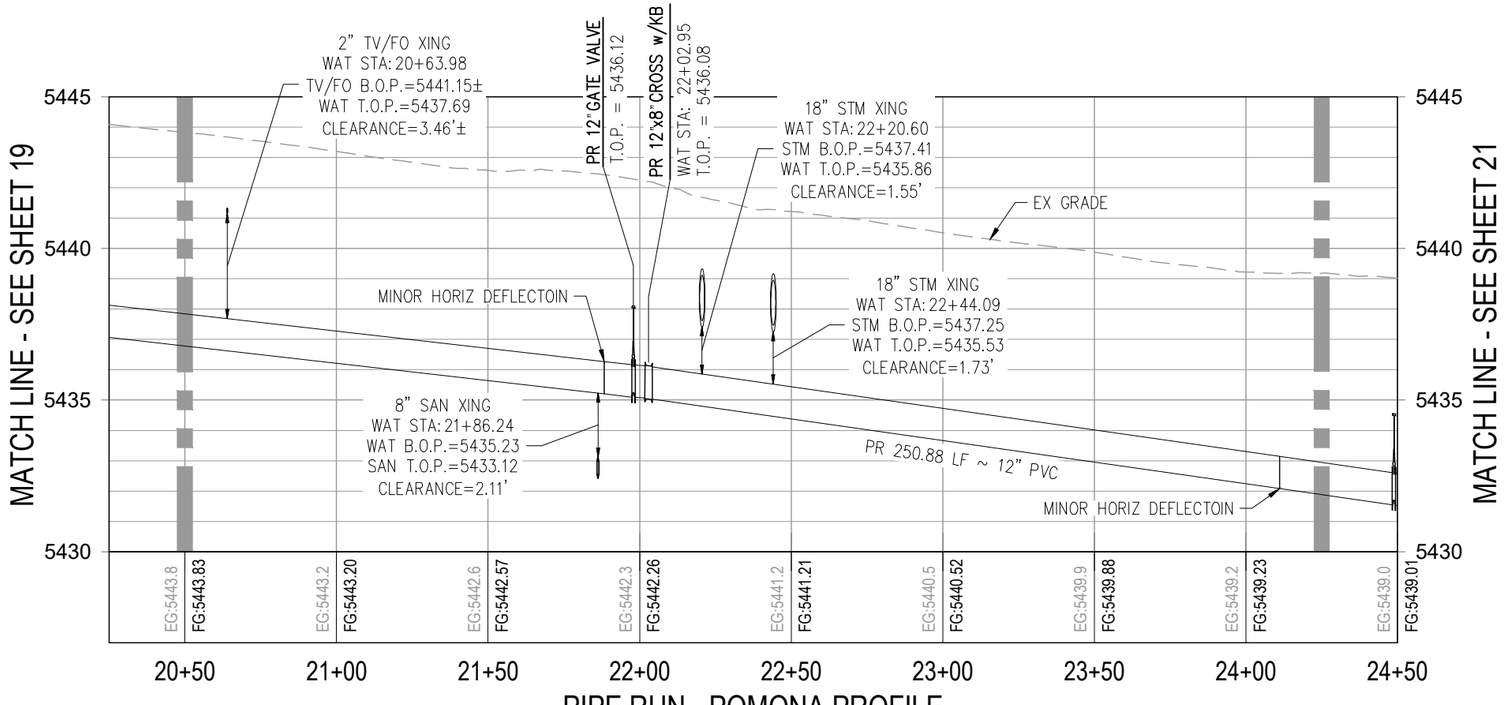
P:\2025\2511019\Engineering\Utilities\Water\CD - Water P&P Pomona - East.dwg , Plot Date: 3/19/2026



POMONA DR WATER LINE PLAN

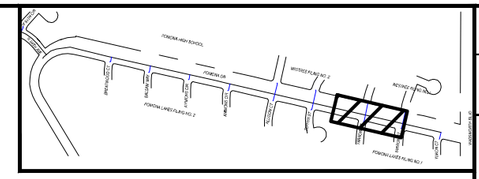
SCALE = 1" = 50'

PHASE 2



PIPE RUN - POMONA PROFILE

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'



KEY MAP - POMONA DR

SCALE: 1"=1000'

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COLORADO LICENSED
MARK A. WEST
38561
PROFESSIONAL ENGINEER
03/23/2026

APPROVED:

City Engineer — 3/23/26 Date — 26WA01 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. 26-WA-01
WATER MAIN REPLACEMENT
POMONA DR
STA 20+50.00 TO STA 24+50.00

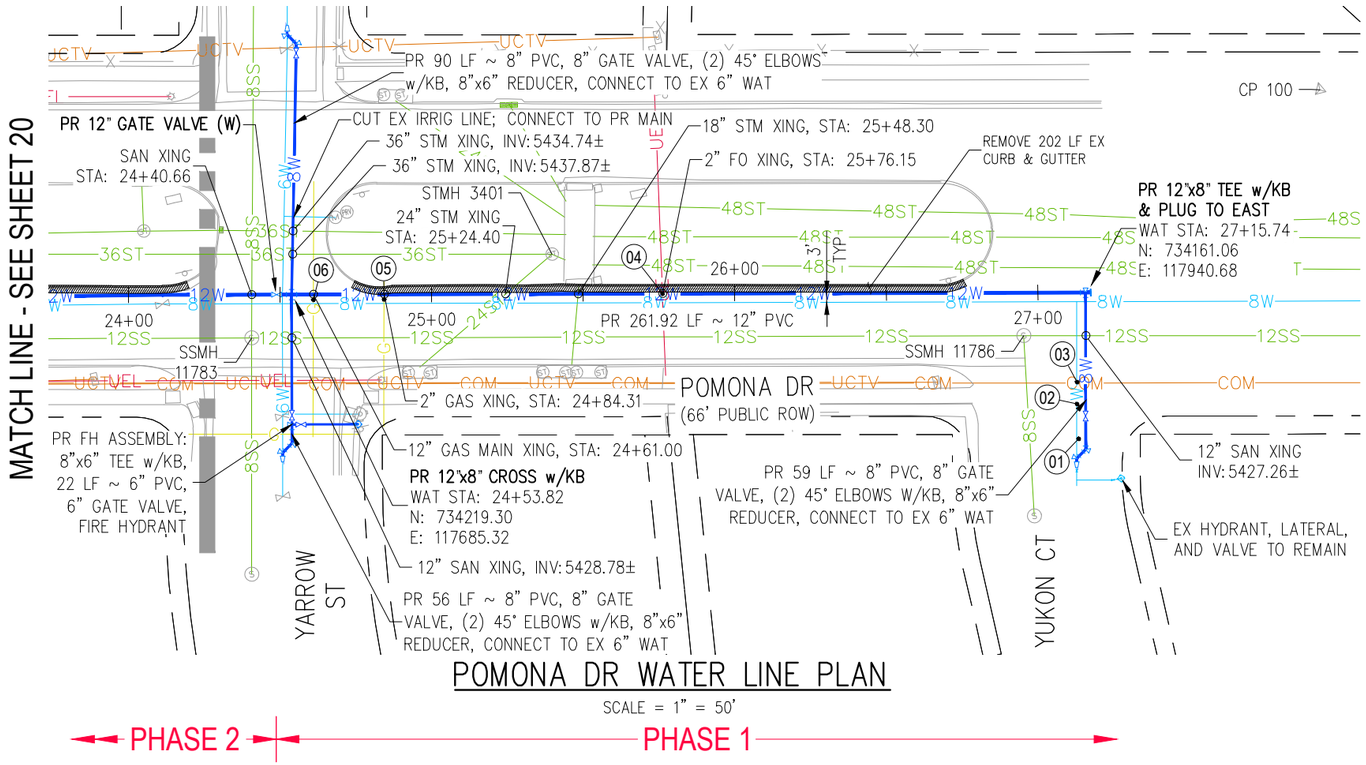
ENGINEER MAW
CHECKED BY MAW
DESIGN BY VCB

SHT 20

Know what's below. Call before you dig.

HARRIS KOCHER SMITH

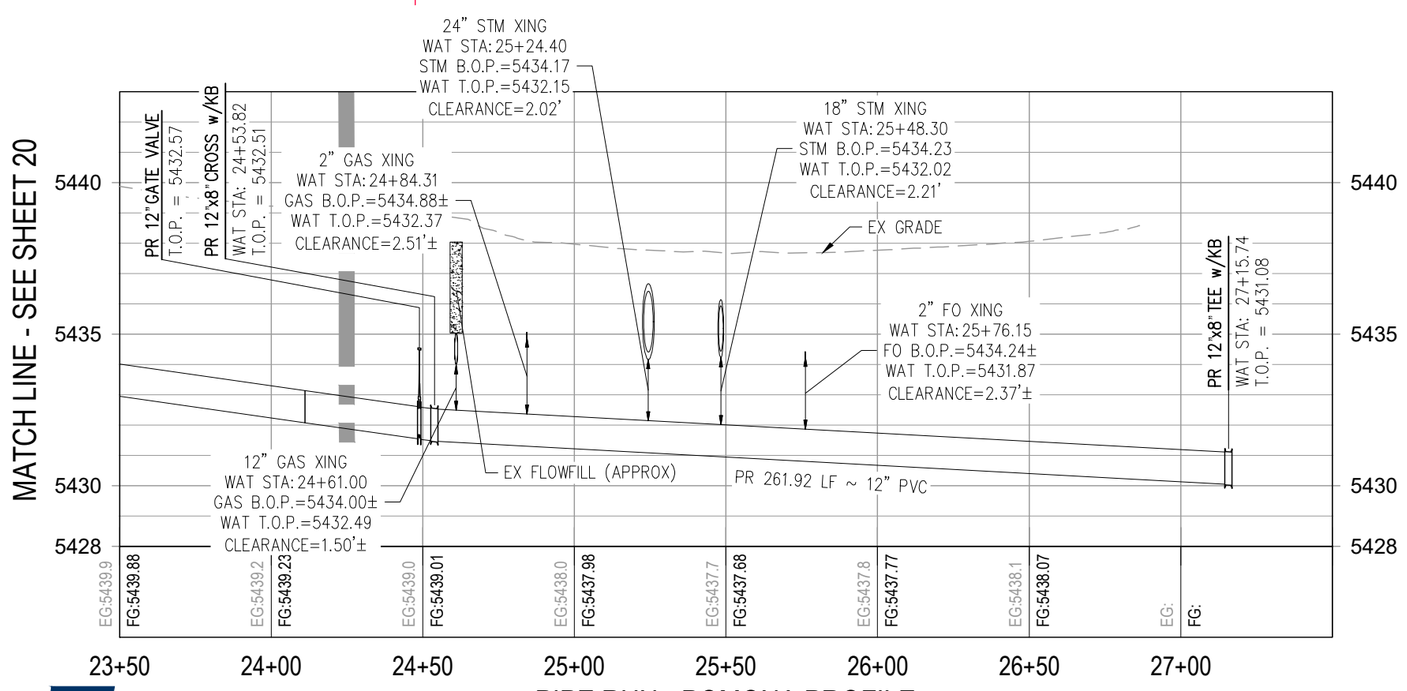
P:\2025\2511019\Engineering\Utilities\Water\CD - Water P&P Pomona - East.dwg , Plot Date: 3/19/2026



POMONA DR WATER LINE PLAN

SCALE = 1" = 50'

PHASE 2 | PHASE 1



PIPE RUN - POMONA PROFILE

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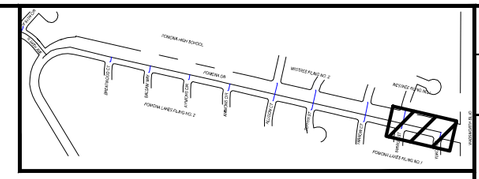

KEY MAP - POMONA DR

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

CITY OF ARVADA

PROJECT NO. 26-WA-01
WATER MAIN REPLACEMENT
POMONA DR
STA 24+50.00 TO STA 27+31.49

COLORADO LICENSED
MARK A. WEST
38561
PROFESSIONAL ENGINEER
03/23/2026

APPROVED:

City Engineer — 3/23/26 Date — 26WA01 Job Number

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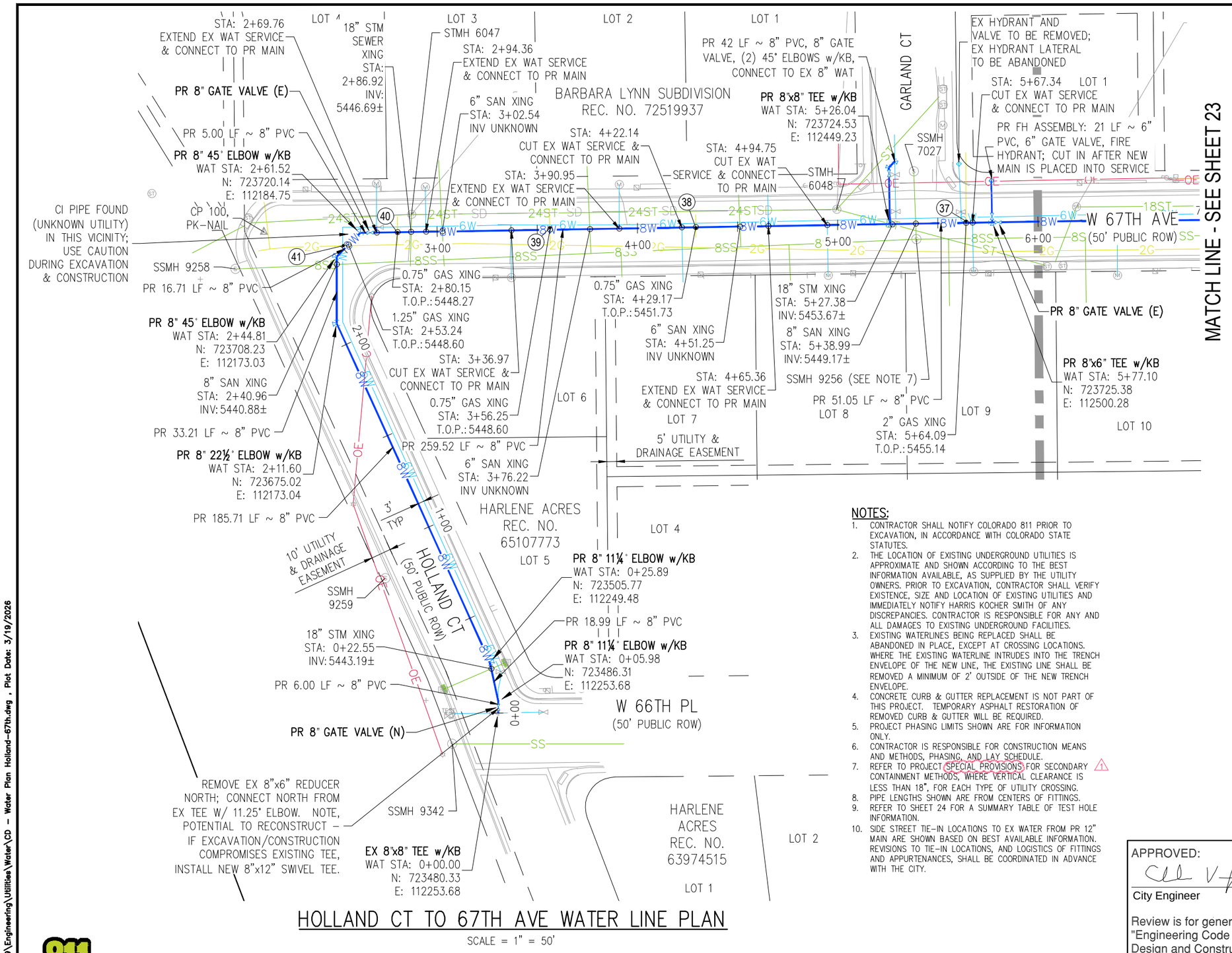
ENGINEER MAW
CHECKED BY MAW
DESIGN BY VCB

SHT 21

811 Know what's below. Call before you dig.

HKS HARRIS KOCHER SMITH

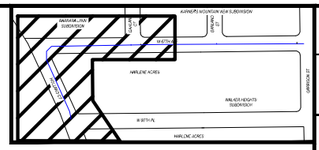
P:\2025\2511019\Engineering\Utilities\Water\CD - Water P&P Pomona - East.dwg , Plot Date: 3/19/2026



HOLLAND CT TO 67TH AVE WATER LINE PLAN

SCALE = 1" = 50'

PHASE 7



KEY MAP
HOLLAND CT, 67TH AVE
SCALE: 1"=500'

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COLORADO LICENSED
MARK A. WEST
38561
PROFESSIONAL ENGINEER
03/23/2026

APPROVED:

City Engineer — Date: 3/23/26 — Job Number: 26WA01

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

CITY OF ARVADA

PROJECT NO. 26-WA-01
WATER MAIN REPLACEMENT
HOLLAND CT - W 67TH AVE
STA 0+00.00 TO STA 6+00.00

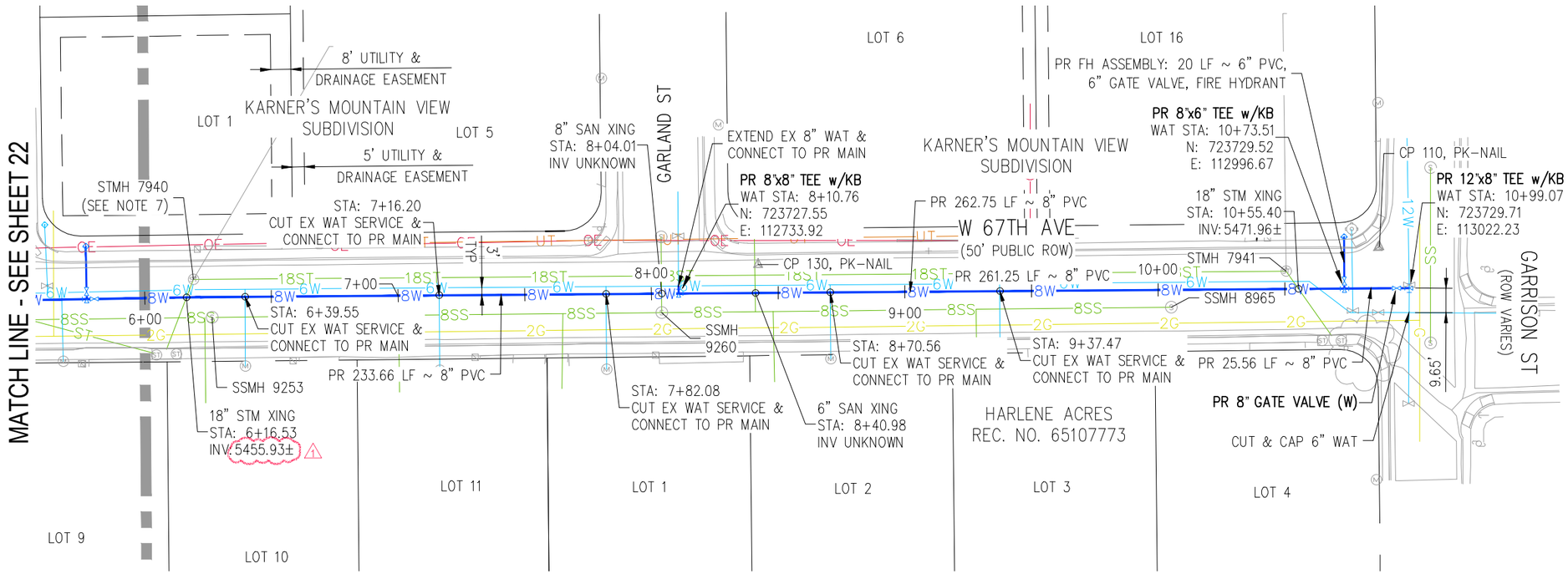
ENGINEER MAW
CHECKED BY MAW
DESIGN BY VCB

SHT 22

Know what's below. Call before you dig.

HARRIS KOCHER SMITH

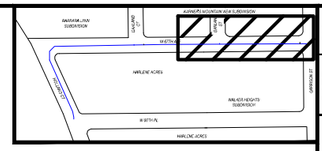
P:\2025\2511019\Engineering\Utilities\Water\CD - Water Plan Holland-67th.dwg , Plot Date: 3/19/2026



67TH AVE WATER LINE PLAN

SCALE = 1" = 50'

PHASE 7



KEY MAP
HOLLAND CT, 67TH AVE

SCALE: 1"=500'

NO.	REVISION	DATE	BY
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MARK A. WEST
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PROFESSIONAL ENGINEER
03/23/2026

APPROVED:

City Engineer — Date: 3/23/26 — Job Number: 26WA01

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CITY OF ARVADA

PROJECT NO. 26-WA-01
WATER MAIN REPLACEMENT
W 67TH AVE
STA 6+00.00 TO STA 10+99.07

ENGINEER MAW
CHECKED BY MAW
DESIGN BY VCB

SHT 23

Know what's below. Call before you dig.

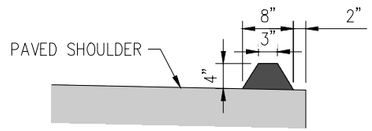
HARRIS KOCHER SMITH

P:\2025\2511019\Engineering\Utilities\Water\CD - Water Plan Holland-67th.dwg , Plot Date: 3/19/2026

TEST HOLE DATA TABLE

TEST HOLE ID	SIZE MATERIAL (#)	UTILITY TYPE	UTILITY OWNER	GROUND ELEV	DEPTH TO T.O.P.	T.O.P. ELEV
01	2" STL	GAS	XCEL	5438.62	36"	5435.62
02	2" PLA (2)	TV/FO	COMCAST, COA	5438.66	47"-49"	5434.58-5434.74
03	1.5" PLA	TV	COMCAST	5438.49	27"	5436.24
04	2" PLA	FO	XCEL	5437.68 (NOT SURVEYED)	39"	5434.43
05	2" STL	GAS	XCEL	5438.24	38"	5435.07
06	12" STL (IP, 3 FLOWFILL ON TOP)	GAS	XCEL	5438.88	46"	5435.05
07	2" PLA	TV/FO	COMCAST	5443.76	29"	5441.34
08	2" PE/PLA	GAS	XCEL	5446.27	55"	5441.69
09	2" PLA (2)	TV/FO	COMCAST	5448.95	32"	5446.28
10	1" PLA (3)	FO	AT&T	5450.82	31"	5448.24
11	2" PE/PLA	GAS	XCEL	5451.03	35"	5448.11
12	10" STL	GAS "RETIRED"	XCEL	5457.17	32"	5454.50
13	2" PLA	FO	CITY OF ARVADA	5465.25	18"	5463.75
14	2" PLA (3)	TV/FO	COMCAST	5477.50	24"	55475.50
16	2" PVC	ELECTRIC	UNKNOWN	5477.85	26"	5475.68
17	4" PE/PLA	GAS	XCEL	5481.42	59"	5476.50
18	8" PVC (FLOWFILL DOWN TO PIPE)	ELECTRIC	XCEL	5480.94	41"	5477.52
18B	3" PVC (3) (FLOWFILL DOWN TO PIPES)	ELECTRIC	XCEL	5480.89	41"	5477.47
19	1-1/2" PLA	T/FO	CENTURYLINK	5481.25	50"	5477.08
19C	1-1/2" PLA	FO	UNKNOWN	5481.11	42"	5477.61
20	3" SW/STL	GAS	XCEL	5481.53	55"	5476.95
21	2" STL	ELECTRIC	XCEL	5484.32	47"	5480.40
22	2" PLA	TV/FO	COMCAST	5484.54	22"	5482.71
23	1-1/4" PE/PLA	GAS	XCEL	5485.08	38"	5481.91
24	1-1/4" PE/PLA	GAS	XCEL	5485.83	47"	5481.91
25	1-1/4" PE/PLA	GAS	XCEL	5491.68	38"	5488.51
26	1-1/4" PE/PLA	GAS	XCEL	5492.97	36"	5489.97
27	2" PVC	TV/FO	COMCAST	5495.84	28"	5493.51
29	1-1/4" PE/PLA	GAS	XCEL	5499.84	85"	5492.76
30	1-1/4" PE/PLA	GAS	XCEL	5503.03	44"	5499.03
30B	2" PVC	FO	UNKNOWN	5503.03	29"	5500.61
31	2" PLA (2)	TV/FO	COMCAST	5503.78	89"	5496.36
32	2" STL	UNKNOWN	UNKNOWN	5504.05	68"	5501.62
33	3" PVC	ELECTRIC	XCEL	5505.06	47"	5501.14
34	6" PVC	ELECTRIC	XCEL	5505.14	47"	5501.22
34B	CAP/DUCT (44Wx37"D FLOWFILL)	ELECTRIC	XCEL	5505.14	47"	5504.47
35	3" PVC	ELECTRIC	XCEL	5505.25	48"	5501.25
36	1-1/4" PLA	GAS	XCEL	5512.82	33"	5510.07
37	2" PE/PLA	GAS	XCEL	5457.89	30"	5455.39
38	3/4" STL	GAS	XCEL	5454.40	32"	5451.73
39	3/4" STL	GAS	XCEL	5452.51	30"	5450.01
40	1/2" PLA OR 3/4" STL"	GAS	XCEL	5450.44	26"	5448.27
41	1-1/4" STL	GAS	XCEL	5449.66	18"	5448.6
43	1-1/4" PE/PLA	GAS	XCEL	5498.70	100"	5490.37
44	4" STL	ELECTRIC	XCEL	5498.70	15"	5490.37
45	4" STL	ELECTRIC	XCEL	5478.51	17"	5477.09

FOR INFORMATION ONLY, BASED ON HKS SUBSURFACE UTILITY ENGINEERING (SUE) TEST HOLE INFORMATION OBTAINED JANUARY–FEBRUARY 2026.



TEMPORARY ASPHALT CURB
SECTION DETAIL
NTS

COLORADO LICENSED
MARK A. WEST
38561
PROFESSIONAL ENGINEER
03/23/2026

APPROVED:

City Engineer | 3/23/26 Date | 26WA01 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	ADDENDUM	03-20-2026	HKS
2			
3			
4			
5			

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

CITY OF ARVADA

PROJECT NO. 26-WA-01
WATER MAIN REPLACEMENT
TEST HOLE INFORMATION, TEMP CURB DETAIL

ENGINEER MAW
CHECKED BY MAW
DESIGN BY VCB

SHT 24

Know what's below. Call before you dig.

HKS HARRIS KOCHER SMITH

P:\2025\2511019\Engineering\CD\CD – Details.dwg , Plot Date: 3/19/2026

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

Competitive Sealed Bid- ADDENDUM No. 1

Solicitation #: 26-ENG-020

Title: Pomona Drive Water Main Replacement (Project No. 26-WA-010)

RFQ Issued: 03/10/2026

Addendum #: **1**

Today's Date: 03/20/2026

Proposals Due By: **04/09/2026 2:00 PM MT (NO CHANGE)**

Questions Deadline: **03/26/2026 2:00 PM MT** (**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 **Competitive Sealed Bid (CSB) 26-ENG-020: Pomona Drive Water Main Replacement (Project No. 26-WA-010)**.

1. **Questions and Clarifications**
   The following are questions and clarifications to the solicitation.

Q1. There is a Bid item for Asphalt Removal & Resurfacing? what is the thickness that needs to be placed back? the local & collector street depths are different?
A1. You may find this information in the City of Arvada Standards and Specifications section 728.04.05.

Q2. What is the estimated start time for this project?
A2. The estimated start time for the project is late May - early June 2026.

Q3. What is the warranty, 1 or 2 years?
A3. The Warranty is for 2 years.

Q4. Page 1 and 25 of the ITB states completion is 365 days, page 11 states 120 days, can you clarify which is correct? Does the Performance Measures Form need to be submitted with the bid or is this for the awarded contractor?
A4. The Project delivery date is 120 Calendar Days after Notice to Proceed.

Q5. Is a geotechnical report available for this project?
A5. No, a geotechnical report is not available for this project.

Q6. The bid proposal asks for an NTP date, and I don't see that in the ITB. Can you confirm what the NTP date will be?
A6. The Notice to Proceed (NTP) date is dependent on when a contract is approved, and permits are obtained. We anticipate an NTP in late May-Early June for this project.

Q7. Is a geotechnical report available for this project? What is the patching depth?
A7. No, a geotechnical report is not available for this project. You may find this patching information in the City of Arvada Standards and Specifications section 728.04.05.

Q8. If we do not meet exactly 10,000 LF in the last three calendar years but we have performed water replacement for the city of Arvada and we have installed thousands of LF of water main in the last three years, will we still be considered for this opportunity? Can we have the 10,000 LF adjusted?

A8. The City is confident that contractors who regularly perform this type of work can meet this requirement, so the City will not be easing the requirement at this time. Ongoing projects that are in good standing are acceptable. A count of LF completed to date should be included in the project reference information.

2. Revisions to the Solicitation Documents

The following are revisions to the solicitation document and all associated attachments. Please review all information and updated documentation. All changes made will be made in ***red font, italicized, bold, and underlined***.

A. The following revisions are made to the plans attached (Revised CV Signed 26-WA-01 Water Main Replacement):

i. General Notes, Number 8, page 2:
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 ***20,138*** square feet (***0.46 Acres***).

ii. Notes, Number 7, page 11-23:
Refer to project ***Special Provisions*** for secondary containment methods, where vertical clearance is less that 18", for each type of utility crossing.

B. The following revisions are made to the Bid Schedule

i. Line ***21*** was added to the Bid schedule

C. The following addition was made to the Solicitation

i. ***SC-B-27 SECONDARY CONTAINMENT FOR UTILITY CROSSING*:** As identified on the approved plans and/or when a minimum of 18 inches of vertical separation between a water main and another utility is not feasible, protection of utilities crossing other utilities shall be as follows:

- The new waterline shall be placed such that a stick of pipe or full pipe segment is centered at the crossing.
- If the minimum vertical clearance cannot be met, where a new waterline crosses under a dry utility (e.g., electric, gas, telecommunications, fiber optics), a field decision will be made by the City of Arvada Inspector as to whether or not a lowering is necessary.
- If the minimum vertical clearance cannot be met, where a new waterline crosses over a dry utility (e.g., electric, gas, telecommunications, fiber optics), no action is needed unless the dry utility is visible in the trench, at which point a water lowering may be required, as determined by the City of Arvada Inspector.
- If the minimum vertical clearance cannot be met, where a new waterline crosses under a sanitary sewer or storm sewer, Controlled Low Strength Material (CLSM) flowable fill (200-psi) shall be applied to encase the sanitary/storm pipe, extending 10 linear feet each side of crossing.
- If the minimum vertical clearance cannot be met, where a new waterline crosses over a sanitary sewer or storm sewer, Controlled Low Strength Material (CLSM) flowable fill (200-psi) shall be applied to encase the sanitary/storm pipe, extending 10 linear feet each side of crossing. If the sanitary/storm pipe is visible in the trench, a water lowering may be required, as determined by the City of Arvada Inspector.

Measurement: The unit of measure for this item is each.

Payment: Shall include labor, materials, equipment, excavation, backfill, and any other incidentals required to apply the material.

Exhibit B

AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND BRANNAN CONSTRUCTION COMPANY FOR CONSTRUCTION SERVICES RELATED TO THE POMONA WATER MAIN REPLACEMENT PROJECT, PROJECT NO. 26-WA-01, IN AN AMOUNT NOT TO EXCEED $2,074,469.00

BID BOND

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

*of Amount Bid---(--5%–)

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 - Pomona Water Main Replacement Project - Bid #: 26-ENG-020

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 9th day of April, 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

Name: Brannan Construction Company

By: _____

Title: President

SURETY

Address: Western Surety Company
151 N. Franklin Street, Chicago, IL 60606

By: _____
Regina R. Fleming

Title: Attorney-In-Fact

Attorney-in-Fact:

_____
(SEAL)

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jody L Anderson, Evan E Moody, Karen A Feggestad, Tina Marie Post, Bradley J Moody, Andrew J Waterbury, Elizabeth Ostblom, Regina R Fleming, Individually

of Denver, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of April, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

BID PROPOSAL

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

FROM: Brannan Construction Company (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 POMONA 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.** 1 Initials: _____ _____ _____ _____

Bidder states that their:

Major Material Suppliers are:	Material They Will Supply
Winwater	Pipe Material
Brannan Aggregate	Aggregate
LG Everist	Aggregate
APC Oldcastle	Aggregate

Major Subcontractors are:	Work They Will Perform
Prime Milling	Milling
Chacon Paving	Asphalt/Concrete
S&S	Striping
Colorado Barricade	Traffic Control
Drexel	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 _____. The bidder shall agree to pay the owner the sum of $2,000 for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

Total from included Bid Schedule: **TOTAL BID $** 2,074,469.00

SUBMITTED BY:

Company Name: Brannan Construction Company

Contact Names: Ryan Rosel

Address: 2500 E. Brannan Way, Denver, CO 80229

Phone: (303) 534-1231 Email(s): RRosel@Brannan1.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 accepts and acknowledges 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: _____	April 9 , 2026	84-1263435 Signature of
Authorized Agent	Date	FEIN
J.C. Marvel, Jr.	President	CMarvel@Brannan1.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.

CITY OF ARVADA

BID SCHEDULE

26-WA-01
WATER MAIN REPLACEMENT - W 84TH AVE - POMONA DR, W 67TH AVE - HOLLAND CT

CONTRACTOR __Brannan Construction Company _____

BID PREPARED BY _____Ryan Rosel _____ **DATE** _____ 4/9/2026

ITEM NO.	ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	COST
WEST 84TH AVENUE - POMONA DRIVE					
1	12" PVC WATERLINE AND FITTINGS	LF	4235	$107.00	$453,145.00
2	12" GATE VALVE AND BOX	EA	14	$4,620.00	$64,680.00
3	8" PVC WATERLINE	LF	1239	$143.00	$177,177.00
4	8" GATE VALVE AND BOX	EA	21	$2,730.00	$57,330.00
5	ABANDON VALVE BOX	EA	23	$688.00	$15,824.00
6	FIRE HYDRANT ASSEMBLY	EA	6	$10,200.00	$61,200.00
7	REMOVE FIRE HYDRANT	EA	6	$1,361.00	$8,166.00
9	CONNECT TO EXISTING 12" MAIN	EA	1	$9,030.00	$9,030.00
10	CONNECT TO EXISTING 8" MAIN	EA	1	$6,220.00	$6,220.00
11	CONNECT TO EXISTING 6" MAIN	EA	23	$4,550.00	$104,650.00
12	CHLORINATION AND PRESSURE TESTING	EA	6	$169.00	$1,014.00
13	TAP MAIN AND INSTALL CORP STOP (IRRIGATION IN MEDIAN)	EA	2	$5,440.00	$10,880.00
14	RECONNECT IRRIGATION WATER SERVICE	EA	2	$1,900.00	$3,800.00
16	SELECT BACKFILL (CLASS 1 STRUCTURAL)	CY	1823	$41.00	$74,743.00
17	REMOVE AND REPLACE CONCRETE (CROSSPANS)	SY	27	$276.00	$7,452.00
18	ASPHALT REMOVAL AND RESURFACING	SY	3041	$110.00	$334,510.00
19	REMOVE CURB AND GUTTER - PLACE ASPHALT CURB	LF	633	$27.00	$17,091.00
20	EPOXY COATING MANHOLE	EA	1	$21,300.00	$21,300.00
21	***SECONDARY CONTRAINMENT FLOWFILL***	***EA***	***6***	$725.00	$4,350.00
22	PAVEMENT MARKINGS	LS	1	$6,677.00	$6,677.00
HOLLAND COURT - WEST 67TH AVENUE					
23	8" PVC WATERLINE AND FITTINGS	LF	1131	$82.00	$92,742.00
24	8" GATE VALVE AND BOX	EA	5	$2,580.00	$12,900.00
25	ABANDON VALVE BOX	EA	7	$688.00	$4,816.00
26	FIRE HYDRANT ASSEMBLY	EA	2	$9,890.00	$19,780.00
27	REMOVE FIRE HYDRANT	EA	2	$2,420.00	$4,840.00
28	CONNECT TO EXISTING 8" MAIN	EA	3	$9,720.00	$29,160.00
29	CONNECT TO EXISTING 12" MAIN	EA	1	$8,465.00	$8,465.00
30	CHLORINATION AND PRESSURE TESTING	EA	1	$675.00	$675.00
31	TAP MAIN AND INSTALL CORP STOP (3/4")	EA	13	$898.00	$11,674.00
32	RECONNECT WATER SERVICE	EA	13	$618.00	$8,034.00
33	SELECT BACKFILL (CLASS 1 STRUCTURAL)	CY	377	$44.00	$16,588.00
34	REMOVE AND REPLACE CONCRETE (CROSSPANS)	SY	6	$241.00	$1,446.00
35	ASPHALT REMOVAL AND RESURFACING	SY	628	$74.00	$46,472.00
36	PAVEMENT MARKINGS	LS	1	$2,000.00	$2,000.00
GENERAL					
37	MOBILIZATION	LS	1	$79,000.00	$79,000.00
38	TRAFFIC CONTROL	LS	1	$76,000.00	$76,000.00
39	TRENCH MAINTENANCE AND PROJECT SITE CLEANUP	LS	1	$26,300.00	$26,300.00
40	BEST MANAGEMENT PRACTICES FOR STORMWATER MANAGEMENT	LS	1	$18,200.00	$18,200.00
41	SURVEY	LS	1	$13,900.00	$13,900.00
42	TEST HOLES	EA	29	$422.00	$12,238.00
43	MINOR CONTRACT REVISIONS ($150,000.00 FORCE ACCOUNT)	LS	1	$150,000.00	$150,000.00
	TOTAL BASE BID				**$2,074,469.00**

TOTAL BASE BID WRITTEN _____Two Million, Seventy Four Thousand, Four hundred Sixty Nine Dollars and Zero Cents _____

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, and any other attachments requested.
- [x] Submit implementation timeline and warrantees, if applicable.
- [ ] Attach Contractor's Licensing, if applicable. BCC does not currently have a Contractor's License with the City of Arvada.BCC has never been denied a Contractor's License when applied for.
- [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: See attached Trade References 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: _____

_____

BRANNAN
Construction Company

Business Name:	Brannan Construction Company (A wholly owned subsidiary of Brannan Sand & Gravel Company, LLC)
Address:	2500 E Brannan Way Denver, CO 80229 Ph: 303-534-1231
Federal ID:	84-0624115
Ownership Information:	Brannan Sand & Gravel Company, LLC 2500 E Brannan Way Denver, CO 80229 Ph: 303-534-1231
Company Officers:	James C. Marvel, Jr. – President, General Manager Ann VanPortfliet – CFO, Treasurer/Secretary
Date Business Established:	July 2nd, 1972
Accounts Payable Contact:	Schyler Adams AccountsPayable@Brannan1.com
Bank Reference:	Geoffrey C. Goodwin, CFA SVP, Corporate Banking, PnC Bank, N.A. 1144 15th Street Suite 3650 Denver, CO 80202 Ph: 303-729-1934

Trade References:

Ferguson Waterworks: Colby Hudson colby.hudson@ferguson.com	1788 Helena Street Aurora, CO 80011 Ph: 720-859-3060
Oldcastle Precast, Inc: Ryan Agar ryan.agar@oldcastle.com	8392 Riverview Parkway Littleton, CO 80125 Ph: 303-791-1100
Copeland Precast: Mike Stapleton mike@copelandprecast.com	904 S. Lipan Street Denver, CO 80223 Ph: 303-936-4817
Prime Milling Inc.: Andrew Cortese acortese@primemilling.com	33500 E. US HWY 50 Pueblo, CO 81006 Ph: 303-990-3528
Powell Restoration: Derek Butts derek.butts@powellenviro.com	6395 Brighton Blvd. Commerce City, CO Ph: 303-289-4647

VENDOR NAME: Brannan Construction Company **SOLICITATION #:** 26-WA-01

OR QUOTE #:

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. Brannan will track quantities for each bid item and invoice monthly for the accepted work.
2. The work will be submitted per the agreed upon date.

(b) Punctuality/Responsiveness

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

1. Brannan can supply 3 week look ahead schedule as work progresses. Along with an overall schedule update with eac
2.

(c) Quality/Reliability

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

1. Brannan will handle quality control of all aspects of the job. Bells and joints will be inspected on every pipe and every fitting.
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. All reports can be delivered digitally to the city. 90% of invoicing internally will be digital as well
2. Brannan will try to accomodate all needs of the affected residents during construction to help reduce the cities time and effort for dealing with residental calls, inquiries, etc...

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/6/2026

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

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

PRODUCER HUB International Great Plains, LLC 1300 West 57th Street Suite 100 Sioux Falls SD 57108 License#: 100187254 BRANCOM-04	**CONTACT NAME:** Bonita Feilmeier **PHONE (A/C, No, Ext):** 605-444-5104 **FAX (A/C, No):** 605-221-4757 **E-MAIL ADDRESS:** Bonita.Feilmeier@hubinternational.com
INSURED Brannan Sand and Gravel Company, LLC 2500 E Brannan Way Denver CO 80229	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** Travelers Property Casualty Company of America — 25674 **INSURER C :** Allied World Assurance Co Inc — 19489 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 752214478 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			GLO 5480633-01	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BAP 5480634-01	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CUP-5Y560023-25-NF	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WC 5480632-01	7/1/2025	7/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Excess Liability			0312-6721	7/1/2025	7/1/2026	Each Occurrence Prod/Comp Ops Agg Aggregate	5,000,000 5,000,000 5,000,000

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

Additional Named Insureds:
2982 RHR, LLC A Colorado Limited Liability Company- Limited Liability Company, Additional Named Insured
Aggregate Investments, L.L.C.- Limited Liability Company, Additional Named Insured
Brannan Aggregates, LLC- Limited Liability Company, Additional Named Insured
Brannan Construction Company-Corporation, Insured Multiple Names
Brannan Holdings, LLC - Limited corporation, Insured Multiple Names
Brannan Management Company, Inc.- Corporation, Insured Multiple Names
Brannan Properties LLLP - Limited partnership, Insured Multiple Names
See Attached...

CERTIFICATE HOLDER

City of Arvada
8101 Ralston Road
Arvada CO 80002

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: BRANCOM-04

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
HUB International Great Plains, LLC		Brannan Sand and Gravel Company, LLC 2500 E Brannan Way Denver CO 80229
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Brannan Sand&Gravel Company OBA Brannan Ready Mix -Corporation, Insured Multiple Names
BS&G Holdings Company, LLC - Limited Liability Company, Additional Named Insured
HRM Financial, LLC - Limited Liability Company, Additional Named Insured
Morton Lakes, LLC - Limited Liability Company, Additional Named Insured
Paveset America, LLC - Limited Liability Company, Additional Named Insured
Pit 10 LLC - Limited Liability Company, Additional Named Insured
Ready Mixed Concrete Company, LLC- Limited Liability Company, Additional Named Insured
Sprat-Platte Ranch Co, LLLP- Additional Named Insured

No Deductible: GL/Umbrella
-Employee Benefits Liability Coverage – Deductible: $1,000
Deductible: Auto
- $250 Comprehensive Ded per auto other than tractors, $2,500 per Tractor
- $500 Collision Ded per auto other than tractors, $2,500 per Tractor

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WORKERS COMPENSATION	
CARRIER	ZURICH AMERICAN INSURANCE COMPANY
TERM	07/01/2025-07/01/2026
POLICY NUMBER	WC 5480632-01
WORKERS COMPENSATION	***Limit / Coverage***
Workers Compensation - Coverage A	*Statutory*
Employers Liability (Accident/Disease/Employee) - Coverage B	$1,000,000/$1,000,000/$1,000,000
Employers Liability Coverage	$1,000,000
WC000000C	Workers Compensation and Employers Liability Insurance Policy
WC000303	Employers Liability Coverage Endorsement
WC000303 (CA, MA only)	Employers Liability Coverage Endorsement
WC 00 04 04	Pending Rate Change Endorsement
WC040360 (CA Only - in addition to above)	Employers Liability Coverage Endorsement Amendatory Endorsement - CA
WC090303	Florida Employers Liability Coverage
Coverages provided within the Workers' Compensation policy:	Broad Form All States
Coverages provided by attachment of endorsement to policy:	
WC000301	Blanket Alternate Employer
WC000311A - countrywide, WC040305 (CA), WC000311 (HI), N/A NJ, MI	Voluntary Compensation and Employers Liability
WC990302 - Countrywide, UWC198C (AK, MN, MO, VT), WC990302CA (CA), WC990315 (MA), WC480603 (WI). N/A - NJ, NC, PA	Foreign Voluntary Compensation - **Repatriation Limit:** $50,000 Each Employee /$100,000 Each Accident. **Employers Liability Limit:** $1,000,000 BI each accident, $1,000,000 BI disease each employee, $1,000,000 BI disease policy limit
WC310617B (NY)	NY Foreign Voluntary Compensation - **Repatriation Limit:** $50,000 Each Employee /$100,000 Each Accident. **Employers Liability Limit:** $1,000,000 BI each accident, $1,000,000 BI disease each employee, $1,000,000 BI disease policy limit
WC000313 (Other Than NH, KY, NJ, CA, TX, UT)	Waiver of Subrogation for: Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us.
WC040306 (CA)	CA Waiver of Subrogation for any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us
WC420304 (TX)	TX Waiver of Subrogation for any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us
WC430305 (UT)	UT Waiver of Subrogation for any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us
WC000106	Longshore and Harbor Workers Compensation Act Coverage Endorsement, provided on an "If Any" basis; no known exposures - known exposures will be separately underwritten
WC040101 (CA)	Longshore and Harbor Workers Compensation Act Coverage Endorsement - CA
WC990643 (where approved), WC990645 (AZ), WC990646 (IL), WC420601 (TX)	30 Days Blanket Notification to Others of Cancellation / 7 Days for Nonpayment of Premium
UWC3078	60 Days Cancellation Notice/ 10 Days for Non Payment of Premium
WC000421	Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement
WC000422	Terrorism Risk Insurance Program Reauthorizzation Act Disclosure
WC000424	Audit Noncompliance Change Endorsement
WC000404 (where approved)	Pending Rate Change Endorsement
WC000414	Notification of Change in Ownership (Not available CA,DE,MI,ND,NJ,OH,PA,TX & WA)
WC000419 (where approved)	Premium Due Date Endorsement
WC000425	Experience Rating Modification Factor Endorsement
WC990002	Named Insured - Schedule of Locations
WC000406	Premium Discount
CONTRACTORS ONLY	
WC000302 UWC3071 (CA)	Designated Workplaces Exclusion Endorsement - Any work performed under a consolidated (wrap-up) insurance program, providing coverage to the Named Insured

Forms and form numbers shown are subject to change/availability, based on specific state filing requirements/approvals.

GENERAL LIABILITY	
CARRIER	ZURICH AMERICAN INSURANCE COMPANY
TERM	07/01/2025-07/01/2026
POLICY NUMBER	WC 5480632-01
GENERAL LIABILITY	***Limit / Coverage***
Each Occurrence	$2,000,000
General Aggregate (Other than Products - Completed Operations)	$4,000,000
Products - Completed Operations Aggregate Limit	$4,000,000
Personal and Advertising Injury	$2,000,000
Medical Expense Limit	$10,000 - Any One Person
Fire Legal Liability-Damage to Premises	$1,000,000- Any One Fire
UGL851	Employee Benefits Liability Coverage Form - Occurrence
UGL851A (OK), UGL264 (MI, MT)	Employee Benefits Liability Coverage Form - Occurrence
UGLD851	Employee Benefits Liability Coverage Declarations – Limits: $2,000,000 Aggregate Limit; $2,000,000 Each Act, Error or Omission Limit
UGL852, UGL264 (MI, MT)	Employee Benefits Liability Coverage – Deductible: $1,000
CG0001	Commercial General Liability Coverage Form, that includes the following:
	Premises Operations
	Products/Completed Operations
	Contractual Liability (refer to Section 1. Exclusion 2.b.)
	Broad Form Property Damage including Completed Operations (refer to Section 1., Exclusion 2.j)
	Employees as insureds related to your business (refer to Section 2., Who is an Insured, part 2.a.)
	Host Liquor Liability if not in the business (refer to Section 1., Exclusion 2.c.)
Coverages provided by attachment of endorsement to policy:	
UGL1345	**General Liability Extended Coverages** - providing the following coverages:
	Broadened Named Insured
	Newly Acquired or Formed Organizations as Named Insureds
	Insured Status - Employees and Incidental Med Mal
	Additional Insureds - Lessees of Premises
	Additional Insured - Vendors
	Additional Insured - Managers, Lessors or Government Entity

	Damage to Premises Rented or Occupied by You
	Broadened Contractual Liability
	Definition - Specific Perils
	Limited Contractual Liability Coverage - Personal and Advertising Injury
	Supplementary Payments
	Broadened Property Damage
	Expected or Intended Injury or Damage
	Definition - Bodily Injury
	Insured Status - Amateur Athletic Participants
	Non-Owned Aircraft, Auto or Watercraft
	Definition - Leased Worker, Temporary Worker and Labor Leasing Firm
	Definition - Mobile Equipment
	Definitions - Your Product and Your Work
	Duties in the Event of Occurrence, Offense, Claim or Suit Condition
	Other Insurance Condition
	Unintentional Failure to Disclose All Hazards
	Transfer Of Rights of Recovery Against Others To Us/Waiver of Right of Subrogation
	Liberalization Condition
UGL 2153	Blanket Partnerships and JV's including Past and Present
UGL1344	Resulting Damage to Your Work
UGL2162	Additional Insured - Automatic - Owners, Lessees or Contractors (MEGA)
UGL917	Incidental Med Mal
CG2504	Designated Location Aggregate
UGL1521	30 Days Blanket Notification to Others of Cancellation or Non-Renewal/7 Days for Nonpayment
UGU296	60 Days Notice of Cancellation / 10 days for Nonpayment of Premium
UGL872	Composite Rate Endorsement
CG2413	Amended Definition of Personal and Advertising Injury
UGU1016	Knowledge of an Occurrence
UGU767	Cap on Losses from Certified Acts of Terrorism
UGU630ECW or UGU767B	Disclosure of Important Information Relating to Terrorism Risk Insurance Act
CONTRACTORS INCLUDE THE FOLLOWING COVERAGE	
CG2503	Designated Construction Project Aggregate (**All contractors**)
EXCLUSIONS as required (including, but not limited to):	
CG0069 or UGL5400 (CA)	Exclusion - Violation of Law Addressing Data Privacy (Biometric Exclusion)
CG2106	Exclusion - Disclosure of Confidential or Personal Information
CG4035	Exclusion - Cyber Incident
CG2109	Exclusion - Unmanned Aircraft
CG2116	Exclusion - Designated Professional Services (All Policies Other Than Contractors)
CG2233	Exclusion - Testing or Consulting Errors and Omissions (All Policies Other Than Contractors)
CG2270	Real Estate Property Managed
CG2141	Exclude Intercompany Products Suits
CG2155, CG3268 (AK), CG3285 (VA), CG0123 (IN), CG0134 (MO), UGL1203 (Disclosure Notice to match state and form)	Total Pollution Exclusion, Hostile Fire Exception
UGL441	Aircraft Products Exclusion
UGL923B	Silica Exclusion
UGL1205	Welding Health Hazard Exclusion
UGL1342 or UGL1016 (NY) or CG2651 (NJ)	Lead Liability Exclusion
UGL1517, in states where approved	Recording or Distribution of Material or Information in Violation of Law Exclusion
UGL1178	Asbestos Exclusion
IL0021 (NY only; IL0023)	Nuclear Energy Liability Exclusion
CG 2147, CG2639 (TX), CG0197 (WA)	Employment Related Practices
UGL1171 - all States except AK,VA, NY (CG2167 = VA)	Fungi Or Bacteria
CONTRACTORS INCLUDE THE FOLLOWING EXCLUSIONS	
CG 2186	EIFS Exclusion (**All Contractors**)
CG2154 where approved, otherwise UGL1294 (CA, FL, KY, HI, AK)	Limited Operations Coverage - Work Excluded Under a Consolidated (Wrap-Up) Program (**All Contractors**)
CG2279	Exclusion - Contractors - Professional Liability (**All Contractors**)
Forms and form numbers shown are subject to change/availability, based on specific state filing requirements/approvals.	

Affinity Insurance Program Zurich's Auto Template of Coverage 7/1/2025 to 7/1/2026	**Please note the Auto coverage on this template does not apply to Auto Dealers and Garage policies**
AUTOMOBILE	***Limit / Coverage***
Bodily Injury and Property Damage Liability	$2,000,000 CSL - Each Person/Accident
Uninsured Motorists Liability (Non-stacked)	Reject UIM where possible or State Minimum Financial Responsibility UIM split limits
Underinsured Motorists (Non-stacked)	Reject UM where possible or State Minimum Financial Responsibility UM split limits
Medical Payments	$5,000 - Each Person (and PIP where allowed)
No Fault CA2220 MI PIP CA2224 MI Property Protection	Statutory Limit where required by no-fault law Required endorsement for MI Auto, $250,000 Limit Required endorsement for MI Auto
Hired Auto Physical Damage	ACV or cost of repair, whichever is less, minus $250 Comprehensive Ded per auto other than tractors, $2,500 per Tractor $500 Collision Ded per auto other than tractors, $2,500 per Tractor
CA0001	Business Auto Coverage Form
Coverages provided by attachment of endorsements to policy:	
UCA424, where approved in domicile state; UCA424FAK (AK), UCA424FMA (MA), UCA424FMI (MI), UCA424GNY (NY), UCA424FVA (VA); UCA428C for Liability Only policies; UCA428BAK (AK), UCA428BFL (FL), UCA428BNY (NY), UCA428CVA (VA)	**Auto Coverage Extension Endorsement** - providing the following coverages: The UCA424 is for auto schedules covering AL and APD while the UCA428 is for auto schedules covering AL only, thus APD coverage items below do not apply to the UCA428
	Amended Who Is An Insured (Broad Form Additional Insured, includes employees)
	Amendment - Supplementary Payments (Bail Bonds/Loss of Earnings $5,000/$500)
	Fellow Employee Coverage
	Driver Safety Program Liability Coverage and Physical Damage Coverage (modifies the racing exclusion)
	Lease or Loan Gap Coverage, UCA424 Only
	Towing and Labor for PPTs, LT & Med Trucks up to $75, UCA424 Only
	Extended Glass Coverage, no deductible for repairs instead of replacement, UCA424 Only
	Hired Auto Physical Damage - Increased Loss of Use Expenses, $100/day, $3000 Maximum, UCA424 Only
	Personal Effects Coverage up to $750 for total thefts, UCA424 Only
	Tapes, Records and Discs Coverage up to $500, UCA424 Only
	Airbag Coverage, UCA424 Only
	Two or More Deductibles, UCA424 Only
	Temporary Substitute Autos - Physical Damage, UCA424 Only
	Amended Duties in the Event of Accident, Claim, Suit or Loss
	Waiver of Transfer of Rights Of Recovery Against Others to Us
	Employee Hired Autos - Physical Damage, UCA424 Only
	Unintentional Failure to Disclose Hazards
	Hired Auto - World Wide Coverage, extend to 60 days
	Bodily Injury Redefined, includes mental anguish
CA2048	Designated Insured for Covered Autos Liability Coverage, Blanket Coverage
CA9960, Limit $10,000	Coverage for Audio, Visual and Data (Permanently Installed), only autos with physical damage coverage
CA0121	Limited Mexico Coverage-Fill in INCL.

UCA825, UCA825BMA (MA), UCA825BMI (MI)	Who Is An Insured Amendment - Broad Form
UCA548 (except NY) (NY; CA9954 w/symbol 10, showing deductible schedule) Physical Damage coverage is optional and in some cases will be defined by symbol 10	Schedule of Auto Physical Damage Deductibles: Private Passenger vehicles and commercial vehicles, other than tractors: - $250 Deductible Comprehensive - $500 Deductible Collision Tractors: - $2,500 Deductible Comprehensive/Collision applies per vehicle (If a trailer is attached to a tractor, then one deductible applies) ** actual cash value at time of loss*
CA9923, MM9939 (MA) where physical damage coverage is provided	Rental Reimbursement - All PPT's and/or light trucks with comprehensive and collision coverage: $100 per day/30 days maximum
UCA832	30 Days Blanket Notification to Others of Cancellation / 7 Days Nonpayment of Premium
CA0422	60 Days Notice of Cancellation / 10 days for Nonpayment of Premium
UGU1016	Knowledge of an Occurrence
CA2001; CA2039 (VA), MM2026 (MA), CA0430 (TN), CA0413 (LA), CA9901 (KS), N/A (HI, NH), Blanket Coverage	Lessor-Additional Insured, Loss Payee-Any "Leased Auto" with a lease of 6 months or more
CA9910, CA0426 (CA)	Drive Other Car Coverage - Broadened Coverage for Named Individuals, Available Upon Request - Must List the Individuals (only one spouse, not both). $1,000,000 limit, $1,000 comp/coll deductible, UM/UIM Reject
CA9944 (Not applicable in MA, WA), CA9987 (TN), CA0432 (NH)	Loss Payable Clause
UCA387	Schedule of Loss Payee(s): Blanket Coverage
UCA411	Composite Rate Endorsement
UCA388A	Reject/Minimum UM/UIM Limits by state
UCA531	Notice Regarding Terrorism Premium For Commercial Automobile Insurance
EXCLUSIONS as required (including, but not limited to):	
IL0021 (NY only: IL0023)	Nuclear Energy Liability Exclusion
CA2304	Rolling Stores Endorsement
CA2345, CA0504 (FL), CA0506 (TX), CA0508 (PR), CA0510 (NJ), CA2377 (MI), CA0513 (WV), CA0517 (AK), CA0519 (VA)	Public or Livery Passenger Conveyance and On-Demand Delivery Services Exclusion
CA2394	Silica Mixed Dust Exclusion
Forms and form numbers shown are subject to change/availability, based on specific state filing requirements/approvals.	

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 5480633-01	Effective Date: 07/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP 5480634-01	Effective Date: 7.1.2025

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any architect, engineer or surveyor engaged by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or
2. In the performance of your ongoing operations.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Negotiated Large Risk Rating Option Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 5480633 - 01	Effective Date: 07/01/2025

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part
Commercial General Liability Coverage Part

This endorsement is issued because you chose to have the premiums for this insurance rated based upon the Large Risk Rating Option (LRRO) plan. The premiums developed are determined based on individual risk characteristics of your account. The premiums that are developed under this plan can vary and are mutually agreed upon by you and us. They are dependent on the coverages you purchase and the locations eligible for this plan.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO 5480633 - 01	07/01/2025	07/01/2025		60782000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Brannan Sand and Gravel Company, LLC

Address (including ZIP Code): 2500 Brannan Way
Denver, CO 80229-7029

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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General Liability Supplemental Coverage Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 5480633 - 01	Effective Date: 07/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section **II – Who Is An Insured**:

   Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

   a. Is newly acquired or formed during the policy period;

   b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or

   c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

   Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section **II – Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph **3.** of Section **II – Who Is An Insured** is replaced by the following:

   3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section **II – Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph **2.a.(1)** of Section **II – Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

   (1) "Bodily injury" or "personal and advertising injury":

   (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

   (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

   (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

   (d) Arising out of his or her providing or failing to provide professional health care services.

   However:

   Paragraphs **(1)(a)** and **(1)(d)** do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

   "Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

   Paragraphs **(1)(a)**, **(b)** and **(c)** do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

   This provision does not apply after the person or organization ceases to lease or rent premises from you.

   However, the insurance afforded to such additional insured:

   a. Only applies to the extent permitted by law; and

   b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

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The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **D.1.** above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **E.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in Subparagraphs **(4)** or **(6)**; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **E.1.** above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Managers, Lessors or Governmental Entity

1. Section **II – Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omission of those acting on your behalf; and

resulting directly from:

a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;

b. Ownership, maintenance, occupancy or use of premises by you; or

c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";

b. To any person or organization included as an insured under Paragraph **3.** of Section **II – Who Is An Insured**;

c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;

d. To any:

(1) Owners or other interests from whom land has been leased by you; or

(2) Managers or lessors of premises, if:

(a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;

(b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

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a. Required by the written contract or written agreement referenced in Subparagraph **F.1.** above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **F.** shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

   Exclusions **c.** through **n.** do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III – Limits Of Insurance**.

2. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

   6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the **Definitions** Section:

"Specific perils" means:

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a. Fire;

b. Lightning;

c. Explosion;

d. Windstorm or hail;

e. Smoke;

f. Aircraft or vehicles;

g. Vandalism;

h. Weight of snow, ice or sleet;

i. Leakage from fire extinguishing equipment, including sprinklers; or

j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

J. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion **e.** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

(a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;

(b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and

(c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph **(a)** above, provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and

(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph **2.d.** of Section **I – Supplementary Payments – Coverages A and B** is replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph **2.f.** of Section **I – Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph **2.e.(2)** of Section **I – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

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K. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs **1.b.** and **1.d.** are replaced by the following:

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

L. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph **(6)** in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section **III – Limits Of Insurance**.

2. Elevator Property Damage

a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is $25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to equipment you borrow from others is $25,000 per "occurrence".

M. Expected or Intended Injury or Damage

Exclusion **a.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

N. Definitions – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

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O. Insured Status – Amateur Athletic Participants

Section **II – Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

a. "Bodily injury" to:

(1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

(2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

(1) Your "employee", "volunteer worker" or any person you sponsor; or

(2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or

(6) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

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"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

a. Employment agency, contractor or services;

b. Professional employer organization; or

c. Temporary help service.

R. Definition – Mobile Equipment

Paragraph **f.** of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

a. Means:

(1) Work, services or operations performed by you or on your behalf; and

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(2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

T. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

U. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

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(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or

(v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:

Equipment you borrow from others; or

Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

(b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

(c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

V. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

a. Fail to disclose all hazards existing at the inception of this policy; or

b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

W. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

X. Liberalization Condition

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The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
Any Mortgagee, Assignee, Successor or Receiver whom you are required to add as an additional insured under this policy under a written contract or written agrement prior to the loss	Any location owned by the insured and designated by said written contract or written agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Who Is An Insured Amendment – Your Interest in Partnerships and Joint Ventures – Blanket

ZURICH®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 5480633 - 01	Effective Date: 07/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. The following is added to Section **II – Who Is An Insured**:

Your Interest – Partnership(s) or Joint Venture(s)

1. You are an insured for your legal liability arising out of any partnership or joint venture subject to the following:

a. You are a member of such partnership or joint venture; and

b. Such partnership or joint venture does not otherwise qualify as an insured.

This provision **1.** does not apply to any terminated partnership or terminated joint venture.

2. With respect to any terminated partnership or terminated joint venture, you are an insured as respects **Coverage A** only, but only for "bodily injury" and "property damage" included in the "products-completed operations hazard" and arising out of such terminated partnership or terminated joint venture, subject to the following:

a. You were a member of such partnership or joint venture; and

b. Such partnership or joint venture does not otherwise qualify as an insured.

The insurance provided by this paragraph will not inure to the benefit of any party except you.

B. Solely with respect to, and subject to the limitations indicated in Section **A.** of this endorsement, the following additional provisions apply:

1. The following is added after the first sentence of Paragraph **a.** under Paragraph **1. Insuring Agreement** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

However, our obligation to pay sums for such damages applies only to the extent of your percentage of ownership interest pursuant to the partnership or joint venture agreement controlling your participation in any partnership or joint venture.

2. The following is added after the first sentence of Paragraph **a.** under Paragraph **1. Insuring Agreement** of Section **I – Coverage B – Personal And Advertising Injury Liability**:

However, our obligation to pay sums for such damages applies only to the extent of your percentage of ownership interest pursuant to the partnership or joint venture agreement controlling your participation in any partnership or joint venture.

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3. The following Condition is added to Section **IV – Commercial General Liability Conditions:**

Settlement Of Claims And Defense Of Suits

a. We will have no duty to pay any sums to which the insurance provided by this endorsement applies until after:

(1) All policies issued to the partnership(s) or joint venture(s) providing coverage to you have paid the full amount of the Limits of Insurance of all their policies in the settlement of claims or "suits", whether those policies are primary, excess, contingent or on any other basis; and

(2) You have paid any applicable deductibles or self-insured retentions for which you are responsible to pay under those other policies issued to the partnership(s) or joint venture(s).

b. We will have no duty under **Coverages A** or **B** to defend the insured against any "suit" arising from your participation in the partnership(s) or joint venture(s) if any other insurer has a duty to defend the insured against that "suit". However, if no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

c. We will have the right but not the duty to defend the partnership(s) or joint venture(s) but only to the extent that such defense protects your interest in a "suit" to which this insurance applies. In the event we decide to defend any such partnership(s) or joint venture(s), the following conditions must be met:

(1) The partnership or joint venture and you must:

(a) Provide us with written authorization to conduct and control the defense of that partnership or joint venture against such "suit"; and

(b) Agree that we can assign the same counsel to defend you and that partnership or joint venture; and

(2) The partnership or joint venture must:

(a) Agree in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the partnership or joint venture; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the partnership or joint venture; and

(b) Provide us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the partnership or joint venture in such "suit".

However, any of the above conditions can be waived by us at our discretion.

So long as the applicable conditions in this Paragraph **c.** are met, attorneys' fees and necessary litigation expenses incurred by us in the defense of that partnership or joint venture and necessary litigation expenses incurred by such partnership or joint venture at our request will be paid as Supplementary Payments. However, our offer to defend a partnership or joint venture and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when any of the following apply:

i We have used up the applicable Limit of Insurance;

ii The applicable conditions set forth in this Paragraph **c.** are no longer met; or

iii It is determined by us that such defense no longer protects your interest in a "suit" to which this insurance applies,

whichever occurs first.

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4. Subject to Paragraphs **B.1.**, **B.2.** and **B.3.** above:

   a. Insurance provided by this endorsement is excess over any and all other insurance whether that other insurance was purchased to be primary, excess, contingent or on any other basis, except as provided under Paragraph **b.** below.

   b. If the insurance provided by this endorsement provides broader coverage for you, except for the applicable limits of insurance, for any exposures of the partnership or joint venture, and such broader coverage is not provided by separate policies issued to such partnership or joint venture, then this Coverage Part will provide primary coverage with respect to those exposures.

   Any existing provisions of Condition **4. Other Insurance** of Section **IV – Commercial General Liability Conditions** that may be contrary to the provisions of this Paragraph **4.** are amended to comply with the changes in coverage as stipulated in this Paragraph **4.**

C. The last paragraph of Section **II – Who Is An Insured** does not apply to this endorsement to the extent that such paragraph would conflict with this endorsement.

D. The insurance provided by this endorsement will not inure to the benefit of any participant of any partnership or joint venture, other than you.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Pollution Liability Exclusion Disclosure Notice

ZURICH®

This insurance policy does not apply to or provides very limited coverage as respects pollution liability. You should refer to the specific pollution liability policy exclusions or pollution liability exclusion endorsements of your policy for determination of specific terms and conditions as respects exclusion of any pollution liability exposures that you may have. The policy exclusions of the Commercial General Liability Coverage Part, form CG 00 01, apply to pollution exposures in the "coverage territory" unless replaced or modified, as indicated in the applicable endorsement, by one or more of the following pollution exclusion endorsements. The pollution exclusion endorsements that are checked [X] apply to pollution exposures in the indicated area(s) of the "coverage territory":

ISO FORM CG 00 01	
☐ Total Pollution Exclusion Endorsement, ISO Form CG 21 49	☐ All states in the "coverage territory" except:
☒ Total Pollution Exclusion - Hostile Fire Exception, ISO Form CG 21 55	☒ All states in the "coverage territory" except: Alaska and Virginia ☐ Only applicable in the following state(s) _____
☐ Total Pollution Exclusion with a Building Heating Equipment Exception and a Hostile Fire Exception ISO Form CG 21 65	☐ All states in the "coverage territory" except: ☐ Only applicable in the following state(s) _____
Other State Endorsements:	
☐ Indiana Changes - Pollution Exclusion, ISO Form CG 01 23	☐ Indiana
☐ Missouri Changes - Pollution Exclusion, ISO Form CG 01 34; or	☐ Missouri
☐ Missouri Changes – Gasoline Risks - Pollution Exclusion, ISO Form CG 01 35;	☐ Missouri
☐ Vt. Changes - Pollution, ISO form CG 01 54	☐ Vermont

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2025 Policy No. WC 5480632 - 01 Endorsement No.

Insured Brannan Sand and Gravel Company, LLC Premium $

Insurance Company Zurich American Insurance Company Countersigned by_____

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POLICY NUMBER: GLO 5480633

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):	A General Aggregate Limit applies to each construction project where the Named Insured is performing operations, however, a General Aggregate Limit does not apply to any construction project where the Named Insured is performing operations that are insured under a wrap up or any other consolidated or similar insurance program.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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CITY OF ARVADA

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

Competitive Sealed Bid- ADDENDUM No. 1

Solicitation #:	26-ENG-020
Title:	Pomona Drive Water Main Replacement (Project No. 26-WA-010)
RFQ Issued:	03/10/2026
Addendum #:	**1**
Today's Date:	03/20/2026
Proposals Due By:	**04/09/2026 2:00 PM MT (NO CHANGE)**
Questions Deadline:	**03/26/2026 2:00 PM MT (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 **Competitive Sealed Bid (CSB) 26-ENG-020: Pomona Drive Water Main Replacement (Project No. 26-WA-010).**

1. **Questions and Clarifications**
   The following are questions and clarifications to the solicitation.

Q1. There is a Bid item for Asphalt Removal & Resurfacing? what is the thickness that needs to be placed back? the local & collector street depths are different?
A1. You may find this information in the City of Arvada Standards and Specifications section 728.04.05.

Q2. What is the estimated start time for this project?
A2. The estimated start time for the project is late May - early June 2026.

Q3. What is the warranty, 1 or 2 years?
A3. The Warranty is for 2 years.

Q4. Page 1 and 25 of the ITB states completion is 365 days, page 11 states 120 days, can you clarify which is correct? Does the Performance Measures Form need to be submitted with the bid or is this for the awarded contractor?
A4. The Project delivery date is 120 Calendar Days after Notice to Proceed.

Q5. Is a geotechnical report available for this project?
A5. No, a geotechnical report is not available for this project.

Q6. The bid proposal asks for an NTP date, and I don't see that in the ITB. Can you confirm what the NTP date will be?
A6. The Notice to Proceed (NTP) date is dependent on when a contract is approved, and permits are obtained. We anticipate an NTP in late May-Early June for this project.

Q7. Is a geotechnical report available for this project? What is the patching depth?
A7. No, a geotechnical report is not available for this project. You may find this patching information in the City of Arvada Standards and Specifications section 728.04.05.

Q8. If we do not meet exactly 10,000 LF in the last three calendar years but we have performed water replacement for the city of Arvada and we have installed thousands of LF of water main in the last three years, will we still be considered for this opportunity? Can we have the 10,000 LF adjusted?

A8. The City is confident that contractors who regularly perform this type of work can meet this requirement, so the City will not be easing the requirement at this time. Ongoing projects that are in good standing are acceptable. A count of LF completed to date should be included in the project reference information.

2. Revisions to the Solicitation Documents

The following are revisions to the solicitation document and all associated attachments. Please review all information and updated documentation. All changes made will be made in ***red font, italicized, bold, and underlined***.

A. The following revisions are made to the plans attached (Revised CV Signed 26-WA-01 Water Main Replacement):

i. General Notes, Number 8, page 2:
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 ***20,138*** square feet (***0.46 Acres***).

ii. Notes, Number 7, page 11-23:
Refer to project ***Special Provisions*** for secondary containment methods, where vertical clearance is less that 18", for each type of utility crossing.

B. The following revisions are made to the Bid Schedule

i. Line ***21*** was added to the Bid schedule

C. The following addition was made to the Solicitation

i. ***SC-B-27 SECONDARY CONTAINMENT FOR UTILITY CROSSING:*** As identified on the approved plans and/or when a minimum of 18 inches of vertical separation between a water main and another utility is not feasible, protection of utilities crossing other utilities shall be as follows:

- The new waterline shall be placed such that a stick of pipe or full pipe segment is centered at the crossing.
- If the minimum vertical clearance cannot be met, where a new waterline crosses under a dry utility (e.g., electric, gas, telecommunications, fiber optics), a field decision will be made by the City of Arvada Inspector as to whether or not a lowering is necessary.
- If the minimum vertical clearance cannot be met, where a new waterline crosses over a dry utility (e.g., electric, gas, telecommunications, fiber optics), no action is needed unless the dry utility is visible in the trench, at which point a water lowering may be required, as determined by the City of Arvada Inspector.
- If the minimum vertical clearance cannot be met, where a new waterline crosses under a sanitary sewer or storm sewer, Controlled Low Strength Material (CLSM) flowable fill (200-psi) shall be applied to encase the sanitary/storm pipe, extending 10 linear feet each side of crossing.
- If the minimum vertical clearance cannot be met, where a new waterline crosses over a sanitary sewer or storm sewer, Controlled Low Strength Material (CLSM) flowable fill (200-psi) shall be applied to encase the sanitary/storm pipe, extending 10 linear feet each side of crossing. If the sanitary/storm pipe is visible in the trench, a water lowering may be required, as determined by the City of Arvada Inspector.

Measurement: The unit of measure for this item is each.

Payment: Shall include labor, materials, equipment, excavation, backfill, and any other incidentals required to apply the material.

BRANNAN
Construction Company

Attachment A.2
Completed Projects Matrix

Project	Month/Year Completed	Bid Amount	Final Contract	Description of Work	Length of Pipe	Diameter of Pipe	Material	Project Manager	Superintendent	Owner Information	G/C Information
2024-2025 Golden Terrace Waterlines Golden, CO (24-003)	December, 2024	$ 8,339,856.70	$ 9,078,755.28	This project is a replacement of an existing watermain in a mobile home community. Aprrox. 13,000LF of new 8" PVC DR18 water pipe, and 355+ 3/4" domestic services. Project will end with an over-all mill and overlay of the entire existing road. Demolition, Erosion Control, Utility work, Paving, and landscape restoration.	13,000 LF 355 EA	8" 3/4"	PVC DR 18 Domestic Services	Kyle French	Joe Santienello	Equity Lifestyles 17801 West Colfax Ave. Golden, CO 80401	N/A
2024-2025 Holiday Hills Waterlines Federal Heights, CO (24-004)	April, 2025	$ 14,050,573.50	$ 14,446,549.61	This project involves the abandonment of a private operated old watermain system and construction of 24,700' new mainline watermain and approximately 700+ water services to the existing manufactured homes sites. This work involves site demolition, erosion control, watermain utility work, mill/pave roads and landscape restoration.	26,580 LF 34 EA 280 LF 997	8" Fire 6" 3/4"	PVC Hydrant Assembly PVC Service Connects	Luke Lopez	Edgar Cristobal	Equity Lifestyles 1801 West 92nd Ave. Federal Heights, CO 80260	N/A
2024-2025 2023 Water System Improvements Aurora, CO (24-002)	July, 2025	$ 6,041,461.00	$ 5,526,939.51	Installation of new and replacement water lines including approximately 12, 400 linear feet of water distribution lines and all associated valves/appurtenances to create a fully functional system	400' 12,800' 20' 6 ea 64 ea	6" 8" 12" 6" 8"	PVC PVC PVC Gate Valve Gate Valve	Cory Orozco	Jake Jennings	City of Aurora - Water 15151 E Alameda Parkway Aurora, CO, 80111 John Bruneau JBruneau@auroragov.org 720-859-4325	N/A
2022-2023 2022 Waterline Replacement Arapahoe County, CO (22-008)	October, 2022	$ 3,070,346.00	$ 2,818,588.51	Removal and replacement of water mains and lateral connections in the public right-of-way as part of an annualized utility maintenance program.	1,500 LF 1,100 LF 5,000 LF	12" 8" 6"	PVC PVC PVC	Luke Lopez	Jake Jennings	Southgate Water Sanitation District 3722 Orchard Road Centennial, CO, 80121 David Irish 303-583-0340	Kahlich Consulting, LLC David Kahlich 432-770-4997

BRANNAN
Construction Company

Business Name:	Brannan Construction Company (A wholly owned subsidiary of Brannan Sand & Gravel Company, LLC)
Address:	2500 E Brannan Way Denver, CO 80229 Ph: 303-534-1231
Federal ID:	84-0624115
Ownership Information:	Brannan Sand & Gravel Company, LLC 2500 E Brannan Way Denver, CO 80229 Ph: 303-534-1231
Company Officers:	James C. Marvel, Jr. – President, General Manager Ann VanPortfliet – CFO, Treasurer/Secretary
Date Business Established:	July 2nd, 1972
Accounts Payable Contact:	Schyler Adams AccountsPayable@Brannan1.com
Bank Reference:	Geoffrey C. Goodwin, CFA SVP, Corporate Banking, PnC Bank, N.A. 1144 15th Street Suite 3650 Denver, CO 80202 Ph: 303-729-1934

Project Manager References:

Prime Milling Inc.: Andrew Cortese acortese@primemilling.com	33500 E. US HWY 50 Pueblo, CO 81006 Ph: 303-990-3528
City of Thornton Infrastructure Department: Cesar F Vazquez Mora colby.hudson@ferguson.com	12450 Washington Street Thornton, CO 80241 Ph: 720-977-6259
City of Louisville Public Works: Tyler Trojan ttrojan@louisvilleco.com	749 Main St Louisville, CO 80027 Ph: 303-335-4611
Equity Lifestyle: Michael Hoffman michael_hoffman@equitylifestyle.com	1801 W. 92nd Ave Federal Heights, CO 80260 Ph: 480-761-6373

Superintendent References:

Prime Milling Inc.:
Andrew Cortese
acortese@primemilling.com
33500 E. US HWY 50
Pueblo, CO 81006
Ph: 303-990-3528

Muller Engineering:
Steve Hibbeler
shibbeler@mullereng.com
7245 W. Alaska Dr., Ste 300
Lakewood, CO 80226
Ph: 303-709-1934

South Adams County Water & Sanitation District:
Randy Evens
revans@sacwsd.org
6595 E 70th Ave
Commerce City, CO 80022
Ph: 303-588-9927

Aurora Water:
Marvin Kanski
mkanski@Auroragov.org
15151 E Alameda Pkwy #3600
Aurora, CO 80012
Ph: 303-551-5421

Shane Nash
Superintendent
2500 East Brannan Way
Denver, CO 80229

20 years of experience in underground wet utility civil construction. Including installation of water, storm and sanitary sewer utilities. With experience in heavy use of hydraulic equipment including cranes, excavators, loaders and backhoes. Also has extensive boring experience which includes guided boring, tunnel boring, hand tunneling and auger boring in soil conditions ranging from running sand to hard rock.

Employment:

Brannan Construction Company 2018 to Current	Superintendent
Brannan Construction Company 2014 to 2018	Foreman
Brannan Construction Company 2005-2014	Laborer/Operator/Leadman

Project Experience:

2025 **2025 Water Distribution Rehabilitation and Improvements - $2,532,404.80**
City of Longmont
Longmont, CO

Removal and replacement of approximately 1,900 linear feet of 8-inch water line and 4,790 linear feet of 8-inch to 6-inch waterline at multiple locations throughout the City including in dense residential areas with significant numbers of service connections.

2024 (WIP) **2024 Water System Improvements - $5,764,526**
City of Aurora
Aurora, CO

Removal and replacement of approximately 11,000' of existing 8" waterlines including distribution mains and residential/commercial water service connections.

2023 **2022 Water System Improvements - $5,244,624**
City of Aurora
Aurora, CO

Removal and replacement of approximately 10,000' of existing 6", 8" and 12" water lines including distribution mains, residential service connections, and commercial water service connections.

2022 **2021 Water System Improvements - $5,257,524**
City of Aurora
Aurora, CO

Removal and replacement of approximately 10,300' of existing 6", 8" and 12" water lines including distribution mains, residential service connections, and commercial water service connections.

2021 **2021 Water System Removal and Replacement Project - $2,714,256.89**
South Adams County Water and Sanitation District
Commerce City, CO

Removal and replacement of approximately 11,000' of existing 8" waterlines including distribution mains and residential/commercial water service connections.

2020 **2020 Water System Replacement - $3,177,280.72**
South Adams County Water and Sanitation District
Commerce City, CO

Installation of 14,500' of 8" watermain as part of a municipal water replacement program. Included water service connections and fire hydrant replacements.

2019 **2019 Waterline Replacement Project - $1,583,507.04**
City of Louisville
Louisville, CO

Installation of 2700' of new 8" PVC waterline at various locations within the City of Louisville. Most of the installation occurred within residential areas.

Training:

Confined Space Trained
OSHA 10 Hour Trained
First Aid/CPR Trained
MSHA Certified

BNSF & UPRR Contractor Trained
Certified Crane Operator
Certified Welder
Competent Person Trained

Kyle French
Estimator/Project Manager
2500 East Brannan Way
Denver, CO 80229

More than 12 years of general construction experience including utility construction and site development. Responsibilities have included project scheduling, crew management, sub-contractor management, accounting and budgeting, and project documentation.

Employment:

• Brannan Construction Company 2024 to present	Estimator/Project Manager
• Diamond Excavating • 2021 to 2024	Project Manager/Estimator
• Extreme Excavating • 2016 to 2018	Operator/Foreman/Field Superintendent

Project Experience - Highlights

2025-2026
In Progress

Big Dry Creek Parallel Sewer Phase 2 - $1,294,704.00
Thornton, CO

Project work includes construction of approximately 2,375 linear feet of 21-inch PVC sewer pipe, five (5) 60-inch diameter manholes, and two (2) 72-inch diameter manholes. The work also includes an open-cut crossing of the Big Dry Creek which will involve a temporary stream diversion, concrete encasement of the sewer pipe, and restoration of the creek.

City of Thornton – Kristen Schwartz – 720-977-6208 – Kristen.Schwartz@thorntonco.gov

2024-2025

Golden Terrace Waterlines - $8,826,852
Golden, CO

Removal and replacement of existing watermains for a senior mobile home community including more than 13,000 linear feet of 8" PVC DR18 pipe and more than 350 domestic service connections.

Equity Lifestyle Properties – Michael Hoffman – 480-761-6373

2024 - 2025

Holiday Hills Waterlines - $14,268,943
Federal Heights, CO

Abandonment of a privately operated water main system and construction of approximately 25,000 linear feet of new water mains including more than 700 domestic service connections from main to penetration at existing manufactured home sites.

Equity Lifestyle Properties – Michael Hoffman – 480-761-6373

2023 – 2024

New Vista High School – $ 4,320,000
Boulder, CO

Installation of new wet utilities, Water Loop, Fire Suppression Line, Storm System. 65,000CY cut to fill, excavation of the foundation, and Demolition of the old school building.

Adolfson & Peterson – 303-363-7101

2022-2023

Verve Innovation Filing 1 - $ 12,800,000
Broomfield, CO

1.5 Mile extension of 112th Ave in Broomfield CO. 1/2mile shoulder Extension of 120th Ave. 175,000 CY cut to fill. Extension of watermain and sewer, along with a new 100 year flood plain. Fills up to 25'.

W. E. O'Neil Construction – Steve Moser – Smoser@WEOneil.com

Education/Training:

Safe Trench and Excavation
Occupancy of Confined Space Entry
OSHA 30
Competent Person
FCI Leadership Course
CCA Emerging Leaders
OSHA 10
Safety One Rope and Rescue

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.A.2.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: R26-038, A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and the City of Westminster for Waterline Improvements in Connection with the City of Arvada's North Trunk Sewer Improvements – Sheridan & 76th – Project No. 23-SR-03

Report in Brief

PRESENTER: Mary Stahl, Engineering Manager

During construction of the NTL7 sanitary sewer interceptor, two existing City of Westminster waterlines were identified within the project corridor. As Arvada's new sanitary sewer pipeline was installed, field measurements showed that the Westminster waterlines would have only 8 inches and 17 inches of vertical separation from the new interceptor. Westminster's utility standards require a minimum of 18 inches of separation between potable water and sanitary sewer infrastructure.

Because the existing conditions could not meet the required separation, Arvada and Westminster evaluated alternatives and jointly determined that the most effective long-term solution was to construct a new waterline and abandon the two existing lines. Arvada directed their NTL7 contractor to construct the new water line under the existing NTL7 contract to eliminate project delays and associated cost and risks with extended bypass pumping.

The Arvada team recommends that the City Council approve R26-038, A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and the City of Westminster for Waterline Improvements in Connection with the City of Arvada's North Trunk Sewer Improvements – Sheridan & 76th – Project No. 23-SR-03.

Financial Impact

Arvada has already paid the NTL7 contractor to perform this work. This agreement is associated with the repayment that the City of Westminster owes for their portion of the work which is highlighted below.

Total Cost: $217,893.10
Arvada: $54,672 (carried contingencies) + $36,881.72 (all contractor fees and general conditions) = $91,553.72
Westminster: $126,339.38 (all labor, materials, and ancillary expenses)

Background

During the design phase of the NTL7 project, the City of Arvada identified two City of Westminster waterlines located within the project corridor. Despite multiple attempts to locate these waterlines in the field, their exact positions could not be confirmed. High groundwater levels prevented successful potholing, and the Colorado Department of Public Health and Environment required that all groundwater encountered within the corridor be treated before discharge. Because the project did not yet have treatment equipment mobilized during design, Arvada determined that it was more cost-effective to carry a construction contingency for these crossings rather than incur significant expense to mobilize treatment systems prematurely.

Once construction began on the NTL7 sanitary sewer interceptor, field measurements confirmed that the Westminster waterlines would have only 8 inches and 17 inches of vertical separation from the new interceptor. Westminster's utility standards require a minimum of 18 inches of separation between potable water and sanitary sewer infrastructure. This conflict required immediate coordination between the two municipalities.

After several joint meetings, Arvada and Westminster determined that the most cost-effective and mutually beneficial solution was to construct a new waterline tying into Westminster's existing line in Sheridan Boulevard and abandon the two existing lines. This approach ensured compliance with separation standards, reduced long-term utility risk for both cities, and avoided significant project delays. With this agreement in place, Arvada directed its consultant and contractor to begin design and construction of the new waterline as quickly as possible.

The new waterline has now been fully constructed by Arvada, approved by Westminster, and placed into service.

This IGA formalizes the verbal agreement and email correspondence during construction and clearly defines the financial responsibilities of each municipality. Approval of this IGA ensures that the City of Arvada is reimbursed for the waterline work that is the responsibility of the City of Westminster, while also documenting a successful example of interagency collaboration that will support future coordination between the two cities.

Discussion

The utility conflict with Westminster was identified in September 2025, at a time when the project faced approximately $150,000 per week in standby costs if construction were delayed. To avoid those impacts, Arvada and Westminster met multiple times throughout September–October 2025 and agreed to initially execute a Letter of Intent outlining the cost-share approach. Because the Letter of Intent did not require council action, it allowed both cities to formally acknowledge responsibilities and keep the project moving. The Arvada team shared this approach with Council in the November 14, 2025 weekly memo.

With the Letter of Intent in place, Arvada proceeded with the design and construction of the new Westminster waterline from October 2025 through February 2026, while the first draft of the IGA was developed in parallel. When the draft IGA was completed, Westminster requested that the agreement not advance until all construction costs were finalized, invoiced, and approved by their team. This full reconciliation was completed on March 25, 2026.

Because the Letter of Intent allowed construction to proceed immediately and because Westminster required final construction costs before approving the agreement, the IGA is coming to Council after the work has been completed.

This IGA will ensure that the City of Arvada is reimbursed for a portion of the cost of constructing the new waterline. Constructing a new waterline and abandoning the two existing lines provides the most beneficial and lowest risk solution for both municipalities. The new alignment eliminates long-term utility conflicts, ensures compliance with Westminster's separation standards, and reduces the likelihood of future maintenance or emergency repair issues.

This process also serves as a strong example of effective governmental collaboration. Both cities worked cooperatively to identify a mutually beneficial solution, demonstrating a good faith commitment to problem-solving and responsible infrastructure management. The successful coordination on this issue will help support future interagency partnerships and reinforces the positive working relationship between Arvada and Westminster.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

This action aligns with infrastructure work system services in the City Council Strategic Plan including:

INF1 Provides the community with a safe, resilient, high-quality water supply, drainage system, wastewater disposal, and solid waste management services for full city build-out, as defined by the Comprehensive Plan. This includes maintaining utility rates at lowest practical levels with accurate billing that supports robust and reliable infrastructure.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R26-038, A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and the City of Westminster for Waterline Improvements in Connection with the City of Arvada's North Trunk Sewer Improvements – Sheridan & 76th – Project No. 23-SR-03.

Suggested Motion:

I move that R26-038, A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and the City of Westminster for Waterline Improvements in Connection with the City of Arvada's North Trunk Sewer Improvements – Sheridan & 76th – Project No. 23-SR-03, be (approved) (rejected).

Prepared by:
Matthew Amidei, Civil Engineer III

Reviewed by:

Approved by:

Mary Stahl, Senior Civil Engineer	04/27/2026
Claudia Vaughan, City Engineer	04/28/2026
Jacqueline Rhoades, Director of Infrastructure	04/30/2026
Bryan Archer, Chief Financial Officer	04/30/2026
Tammy Hedlund, Legal Specialist	04/30/2026
Megan McCall, Assistant City Attorney II	04/30/2026
Rachel Morris, City Attorney	05/05/2026
Allison Scheck, Deputy City Manager	05/05/2026
Don Wick, City Manager	05/06/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-038

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ARVADA AND THE CITY OF WESTMINSTER FOR WATERLINE IMPROVEMENTS IN CONNECTION WITH THE CITY OF ARVADA'S NORTH TRUNK SEWER IMPROVEMENTS – SHERIDAN & 76TH – PROJECT NO. 23-SR-03

WHEREAS, the City of Arvada ("Arvada") may enter into intergovernmental agreements with other local governments to cooperate to provide any function, service, or facility lawfully authorized to the contracting local governments, including the sharing of costs; and

WHEREAS, Arvada and the City of Westminster ("Westminster") have agreed to a cost share regarding construction of a replacement waterline for Westminster in connection with the phase of Arvada's project replacing its north trunk sewer line that is within Westminster's open space, Project No. 23-SR-03; and

WHEREAS, the costs related to the replacement waterline total $217,893.10, of which Arvada will contribute $91,553.72 and Westminster will contribute $126,339.38; and

WHEREAS, other obligations of Arvada and Westminster with respect to the replacement waterline and the corresponding work are further set forth in the intergovernmental agreement.

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Intergovernmental Agreement 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 19th day of May, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ARVADA AND THE CITY OF WESTMINSTER FOR WATERLINE IMPROVEMENTS IN CONNECTION WITH THE CITY OF ARVADA'S NORTH TRUNK SEWER IMPROVEMENTS – SHERIDAN & 76TH – PROJECT NO. 23-SR-03

1. PARTIES. The Parties to this Intergovernmental Agreement ("IGA") are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, CO 80002 ("Arvada"), and the City of Westminster, a Colorado home rule municipal corporation, whose mailing address is 4800 West 92nd Avenue, Westminster, CO 80031 ("Westminster"). The Parties may be referred to individually as a "Party" and collectively as the "Parties."

2. RECITALS AND PURPOSE.

2.1. C.R.S. § 29-1-203, as amended, permits and encourages local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other local governments in order to provide any lawfully authorized function, service, or facility.

2.2. Each of the Parties is authorized to establish, maintain, and provide water and sewer improvements.

2.3. Arvada has undertaken a phased project for replacement of its north trunk sewer line and related improvements. One phase of the project involves replacing a 30" sewer interceptor pipe with a new 42" sewer pipe along Little Dry Creek in Westminster open space northwest of W. 76th Avenue and Sheridan Boulevard ("Arvada's Project").

2.4. Westminster has two waterlines that run under a portion of the Arvada sewer line that is being replaced pursuant to Arvada's Project. The Westminster waterlines are depicted in **Exhibit A** ("Existing Waterlines").

2.5. Westminster standards require 18" of separation between the Existing Waterlines and the proposed new 42" sewer line. There is currently 8" inches of separation between the northwest, upstream Existing Waterline and Arvada's existing sewer line and 17" of separation between the southeast, downstream Existing Waterline and Arvada's existing sewer line. In order to ensure that Arvada's new sewer line is installed with the required separation between Arvada's and Westminster's respective utility lines and to ensure there is adequate coverage above the new sewer line, and because the Existing Waterlines are nearing the end of their useful life, Westminster has requested, as further set forth in this IGA, that, as part of Arvada's Project, Arvada additionally construct a new, single waterline to replace the Existing Waterlines, which new waterline will maintain looping of waterline infrastructure through the Kaiser Permanente property adjacent to Arvada's Project

(the "Waterline Improvements"). Design for the Waterline Improvements is set forth in **Exhibit B**. Once the Waterline Improvements are completed, Westminster may choose to abandon the Existing Waterlines.

2.6. The Waterline Improvements will benefit both Arvada's Project specifically and Westminster generally. Therefore, Arvada and Westminster wish to cooperate in the construction of the Waterline Improvements.

2.7. For good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as set forth herein.

3. EXHIBITS.

3.1. IGA Documents. The IGA Documents shall consist of this IGA together with the following:

Exhibit A: Map depicting the Existing Waterlines and Waterline Improvements;

Exhibit B: Final Design Plan for the Waterline Improvements; and

Exhibit C: Garney Companies, Inc.'s ("Garney") Cost Proposal for the Waterline Improvements.

All exhibits referred to in this IGA are attached hereto and are, by reference, incorporated herein for all purposes.

4. TERM AND TERMINATION.

4.1. Effective Date. This IGA will become effective and binding upon execution by the last Party to sign it ("Effective Date").

4.2. Term. Unless otherwise agreed to in writing by the Parties, and subject to availability of funds, the term of this IGA shall remain in effect from the Effective Date until all work required under this IGA is complete, or until July 1, 2026, whichever occurs first.

4.3. Termination. A Party may terminate this IGA with or without cause upon 30 days written notice to the other Party. In the event this IGA is terminated, Westminster will compensate Arvada for work completed in accordance with the provisions of this IGA and invoiced on or before the date the IGA is terminated, and after the date the IGA is terminated, Arvada will have no further obligations regarding the Waterline Improvements, including, if incomplete, completion of construction.

5. OBLIGATIONS OF THE PARTIES.

5.1. Arvada's Obligations:

5.1.1. Work with Arvada's contractors for Arvada's Project, Carollo Engineers, Inc. and Garney (collectively, "Arvada's Contractors"), on the design and construction of the Waterline Improvements (the "Work"). Additionally, provide to Westminster design drawings and cost estimates received from Arvada's Contractors for the Work. Nothing in this IGA grants Westminster control or involvement with Arvada's Contractors.

5.1.2. Contribute, within its budget for Arvada's Project, the following amounts for the Work:

5.1.2.1. Design costs for the Work;

5.1.2.2. Garney's mark up (bonds and insurance, general conditions, and the CMGC fee) for the Work in the amount of $36,881.72; and

5.1.2.3. $54,672.00 for labor, materials, and ancillary expenses for the Work, which amount represents the amount Arvada carried in the risk register in its contract with Garney for Arvada's Project for contingencies specifically related to work in the areas where the Existing Waterlines run under Arvada's sewer line ("Planned Contingencies Amount").

5.1.3. Ensure that the design and construction of the Work is done to Westminster's standards and specifications, and if Westminster has no applicable standards and specifications, then to Arvada's standards and specifications, and if Arvada has no applicable standards and specifications of then to applicable industry standards and specifications.

5.1.4. Operate in good faith to ensure the Work is timely completed so there is minimal disruption to Westminster water service provided to and through the Kaiser Permanente property.

5.1.5. Replace trees removed due to the Work, and replace pavement, turf, and sidewalks disturbed due to the Work. With respect to any required tree replacement, Arvada shall coordinate with Westminster prior to replacement, and replacement trees shall be of the same or similar type of tree that was removed, as approved by Westminster in its reasonable discretion, and in a location that does not interfere with the easement area Westminster anticipates acquiring in connection with the Waterline Improvements.

5.1.6. Coordinate and work with Arvada's Contractors during the warranty period to correct any Work, as needed, and notify Westminster when the "End of

Warranty period walk-through" will occur, at approximately one year and nine months after the start of the warranty period.

5.2. Westminster's obligations:

5.2.1. Compensate Arvada for a portion of the Work, in the amount of $126,339.38, which is an amount equal to the cost of labor, materials, and ancillary expenses for the Work that exceed Arvada's Planned Contingencies Amount and that is the difference of the total cost of the Work minus the amount Arvada is obligated to pay as set forth in Sections 5.1.2.2 and 5.1.2.3 above.

5.2.2 Payment will be made by Westminster NET 30 days after receipt of an itemized invoice reflecting actual costs paid by Arvada for the Work.

5.2.3. Review design drawings and cost estimates within seven calendar days of the date Arvada provides such drawings and estimates to Westminster.

5.2.4. Obtain and abandon, as applicable, all permanent easements on the Kaiser Permanente property necessary for continual access and maintenance of the Waterline Improvements.

5.2.5. Operate in good faith with Arvada and Arvada's Contractors to install the Waterline Improvements, specifically in the Sheridan Blvd. right-of-way, including assisting with timely acceptance testing.

5.2.6. Unless set forth as an obligation of Arvada's in Section 5.1.5, coordinate, install, and otherwise provide for required permitting, payment, or replacement of landscape on the Kaiser Permanente property and the Sheridan Blvd. right-of-way along the Kaiser Permanente property frontage that has been disturbed as a result of the Work.

5.2.7. Upon completion of the Work, accept the new waterline and, in Westminster's discretion, take any necessary action for abandonment of the Existing Waterlines.

5.2.8. Notify Arvada without delay of any problems with the Work during the applicable warranty period for the new waterline.

5.3. Certain obligations set forth in this Section 5 may have been undertaken and completed prior to the Effective Date, and the Parties agree that any obligations undertaken or completed prior to the Effective Date are made a part and governed by the terms and conditions of this IGA.

6. NECESSARY PERSONNEL, EQUIPMENT, AND FACILITIES. Each Party will maintain the level of personnel, equipment, and facilities necessary to meet its obligations

under this IGA.

7. NOTICES. Any notice required by this IGA must be in writing and must be given by certified mail or registered mail, postage and fees prepaid, to the address set forth below, or at such other address as has been previously furnished in writing, to the other Party. Such notice will be deemed to have been given when deposited in the United States mail.

Arvada: Director of Infrastructure
City of Arvada
8101 Ralston Road
Arvada, CO 80002

Westminster: City Engineer
City of Westminster
4800 West 92nd Avenue
Westminster, CO 80031

A Party may designate an employee to be responsible for the day-to-day administration of this IGA. A Party may change the designated day-to-day administrator. Notices that are not required to be sent by U.S. Mail under this Agreement may be sent to the administrator by email.

8. GENERAL PROVISIONS.

8.1. Force Majeure. Any delays in or failure of performance by either Party of its obligations under this IGA shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, pandemics, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

8.2. Agreement to Cooperate Only. The Parties enter into this IGA understanding that it is intended only to facilitate cooperation between the Parties in the provision of the services set forth herein. No separate entity is created by this IGA.

8.3. Employees to Remain the Employee of the Party. An employee of a Party will remain the employee of that Party for all purposes under this IGA throughout the term of this IGA.

8.4. Governmental Immunity.

8.4.1. Each Party shall be responsible for its own negligent or intentional acts or omissions and for those of its employees.

8.4.2. The Parties intend that nothing herein shall be deemed or construed as a waiver by either Party of any immunities, rights, benefits, or protections afforded to them under the Colorado Governmental Immunity Act (Section

24-10-101, C.R.S., *et seq.*).

8.4.3. The Parties agree that in the event any claim or suit is brought against either or both Parties by any third party as a result of the operation of this IGA, both Parties will cooperate with each other and with the insuring entities of both Parties in defending such claim or suit.

8.4.4. The Parties enter this IGA as separate, independent government agencies and maintain that status throughout.

8.5. Insurance. Each Party must, at its own expense, keep in full force and effect during the term of this IGA, and during the term of any renewal, extension, or amendment of this IGA, insurance reasonably sufficient to insure against the liability assumed by that Party under the terms of this IGA. A Party's failure to secure and maintain sufficient insurance at any time during the pendency of this IGA does not relieve that Party of its obligations under this Agreement.

8.6. Additional Documents or Action. The Parties agree to take any additional action and execute any additional documents that are necessary to carry out this IGA.

8.7. Assignment. This IGA may not be assigned by either Party without the prior written consent of the other Party.

8.8. Captions. Paragraphs captions 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 IGA.

8.9. Integration, Amendment, and Severability. The Parties may amend this IGA at any time. Any amendments must be in writing and will be incorporated into and made a part of this IGA. If any provision of the IGA is held invalid or unenforceable, no other provision shall be affected by such holding, and all the remaining provisions of this IGA shall continue in full force and effect.

8.10. Default. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered, or performed by either Party, then this IGA, at the option of the Party that is not in default, may be terminated by the non-defaulting Party, in which case, the non-defaulting Party may recover such damages as may be proper. If the non-defaulting Party elects to treat this IGA as being in full force and effect, the non-defaulting Party shall have the right to an action for specific performance or damages or both.

8.11. Waiver of Breach. A waiver by a Party to this IGA of the breach of any term or provision of this IGA shall not operate or be construed as a waiver of any subsequent breach by either Party.

8.12. Payments to Constitute Current Expenditures. Financial obligations of the Parties, if any, after the current fiscal year are contingent on funds for that purpose being

appropriated, budgeted, and otherwise made available by the respective governing bodies of the Parties. The Parties' obligations under this IGA 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 Parties within the meaning of Article X, Section 20, of the Colorado Constitution.

8.13. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this IGA shall give or allow any such claim or right of action to any other third party on this IGA. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under this IGA shall be deemed to be an incidental beneficiary only.

8.14. Entire Agreement; Binding Effect. This IGA represents the entire agreement between the Parties and, except for written amendment executed by the Parties, there are no oral or collateral agreements or understandings. This IGA shall inure to the benefit of, and be binding upon, the Parties, and their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this IGA except as otherwise expressly authorized herein.

8.15. Governing Law and Venue. This IGA shall be governed by the laws of the State of Colorado. Venue for any action arising under this IGA or for the enforcement of this IGA shall be in the appropriate court for Jefferson County, Colorado.

8.16. Counterparts; Electronic Disposition. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which together shall constitute one instrument. In making proof of this IGA, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all Parties. Further, the original of this IGA, including the signature page, may be scanned and stored in a computer database or similar device, and any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this IGA, may be used for any purpose as if it were the original, including proof of the content of the original writing.

[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: _____

CITY OF WESTMINSTER, a Colorado home rule municipal corporation

By: _____
Jody L. Andrews, City Manager

ATTEST:

_____
City Clerk's Office

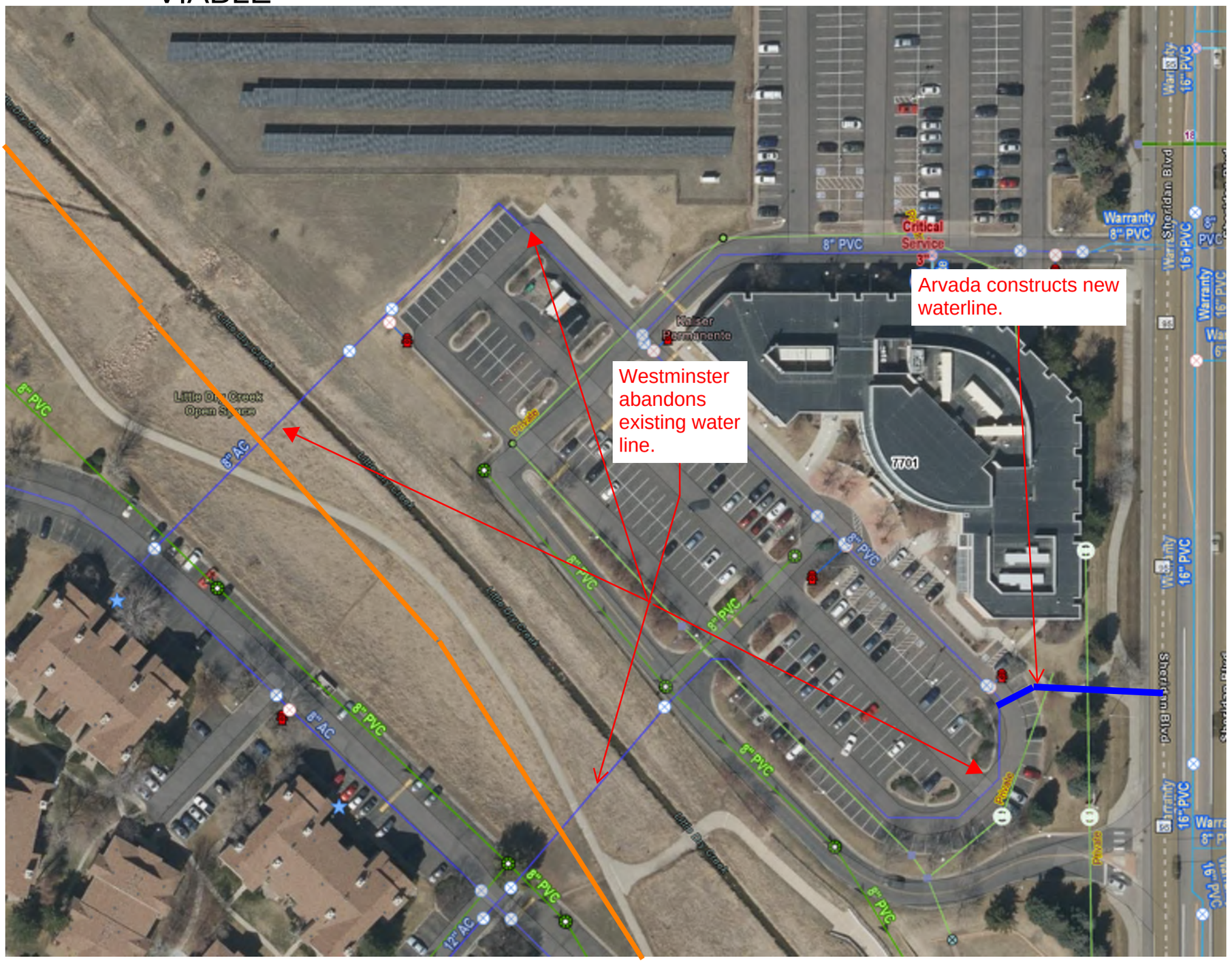
APPROVED AS TO FORM:

By: _____
City Attorney's Office

Exhibit A

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ARVADA AND THE CITY OF WESTMINSTER FOR WATERLINE IMPROVEMENTS IN CONNECTION WITH THE CITY OF ARVADA'S NORTH TRUNK SEWER IMPROVEMENTS – SHERIDAN & 76TH – PROJECT NO. 23-SR-03

Watermain Replacement
Alternative 2 - Westminster installs new water line from Sheridan VIABLE



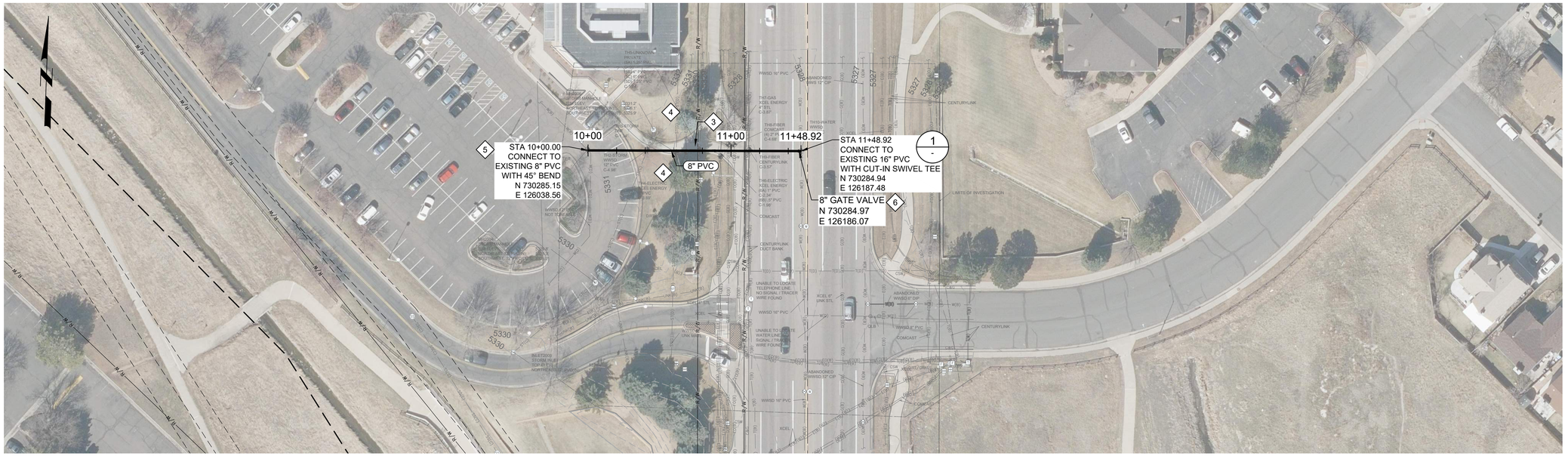
Abandonment

Replacement

Approx Ex and Replacement Arvada Interceptor

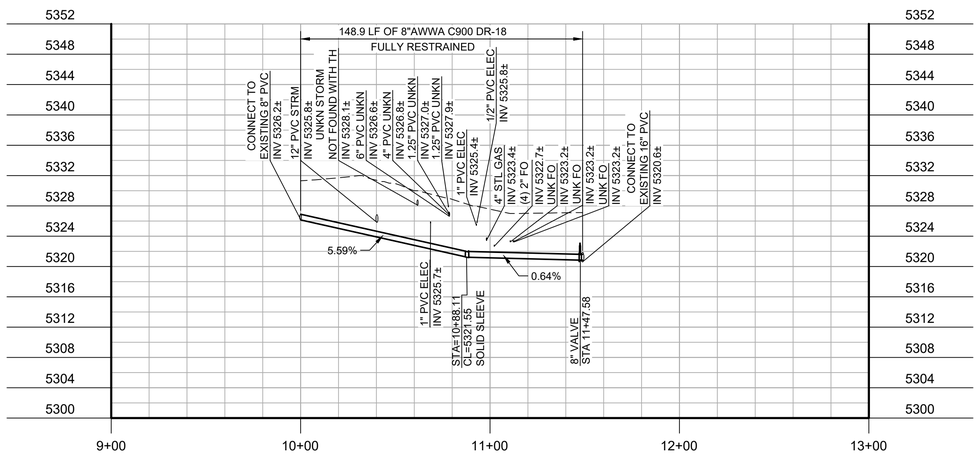
Exhibit B

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ARVADA AND THE CITY OF WESTMINSTER FOR WATERLINE IMPROVEMENTS IN CONNECTION WITH THE CITY OF ARVADA'S NORTH TRUNK SEWER IMPROVEMENTS – SHERIDAN & 76TH – PROJECT NO. 23-SR-03



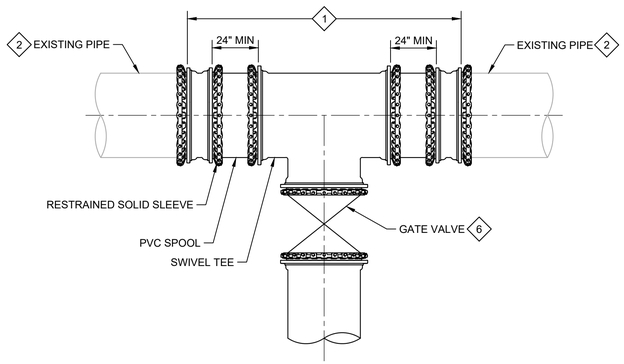
PLAN

FILE: 20259400C0800



PROFILE

FILE: 20259400C0800



CUT IN TEE OR WYE CONNECTION

1 / - **DETAIL**

SCALE: NO SCALE
FILE: NA

0 20' 40' 80'
SCALE: 1" = 40' (HORIZ)

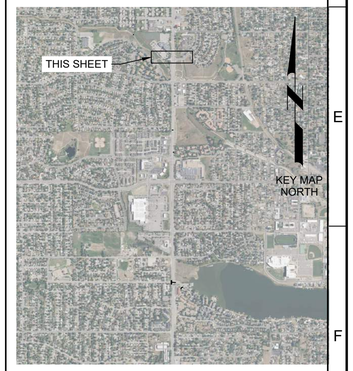
0 4' 8' 16'
SCALE: 1" = 8' (VERT)

KEY NOTES:

1. LIMITS OF EXISTING PIPE DEMOLITION ARE DEPENDENT ON LAY LENGTH OF MATERIALS SUPPLIED. CONTRACTOR COORDINATE REQUIRED STAB LENGTH WITH COUPLING MANUFACTURER PRIOR TO PIPE DEMOLITION. COUPLING SHALL HAVE AN APPROVED SUBMITTAL PRIOR TO DEMOLITION.
2. POTHOLE TO VERIFY EXISTING PIPE MATERIAL, SIZE, AND ELEVATION PRIOR TO ORDERING AND COORDINATE WITH ENGINEER ON COUPLING TO VERIFY PIPE COMPATIBILITY.
3. REMOVE AND REPLACE SIDEWALK AS REQUIRED. CONCRETE PANELS SHALL BE REMOVED TO THE NEAREST CONTRACTION JOINT. NO SAWCUTTING WILL BE ALLOWED.
4. PROTECT EXISTING VEGETATION.
5. CONNECT TO EXISTING PIPE WITH 45° BEND AND INSTALL MJ CAP ON EXISTING LINE.
6. ANCHOR GATE VALVE TO SWIVEL TEE.

811 Know what's below. Call before you dig. usanorth811.org

KEY MAP



REV	DATE	BY	DESCRIPTION
			ISSUED FOR CONSTRUCTION

DESIGNED CDH
DRAWN CDH
CHECKED JJK
DATE FEBRUARY 2025

COLORADO LICENSED COURTNEY D. HUSTED 55165 Digitally signed by Courtney D. Husted Date: 2025.12.03 09:32:44 -07'00' PROFESSIONAL ENGINEER

carollo

CITY OF ARVADA

CITY OF ARVADA

ARVADA NORTH TRUNK SEWER IMPROVEMENTS (NTL7)

CIVIL

PLAN AND PROFILE WATERLINE

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

JOB NO. 202594
DRAWING NO. PPWAT
SHEET NO. X OF

LAST SAVED BY: CHUSTED

PROJECT NO. 12345A.10 FILE NAME: 202594PP04.DWG

Plot Date: 12/3/2025 9:32:44 AM

Exhibit C

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ARVADA AND THE CITY OF WESTMINSTER FOR WATERLINE IMPROVEMENTS IN CONNECTION WITH THE CITY OF ARVADA'S NORTH TRUNK SEWER IMPROVEMENTS – SHERIDAN & 76TH – PROJECT NO. 23-SR-03

GARNEY

Change Order Request

PROJECT:	**Arvada NTL7**	**PROJECT NUMBER**
OWNER:	City of Arvada	
ENGINEER:	Carrolo	
CONTRACTOR:	Garney Construction	7467

SUMMARY OF CHANGE ORDER REQUEST VALUES FROM ATTACHED TABULATIONS

		Requested Additional Calendar Days:	**0**
COR #	**Engineering Directive #**	**Description**	**Extended Cost**
COR 001		Westminster Waterline	$ 217,893.10
		TOTAL:	**$ 217,893.10**

Contractor: Garney Construction
Date: March 18, 2026

By: _____
Joe Graham

By: _____
Date

Approved for Payment by [OWNER]

By: _____
Date

Approved for Payment by [ENGINEER]

GARNEY

Arvada NTL7

Change Order Request Breakdown Detail

Date: 3/18/2026
Change Order Request #: COR 001
Revision #:

Description: Westminster Waterline

REASON FOR CHANGE ORDER REQUEST	
Cost breakdown for Westminster waterline material & installation at W 77th Ave & Sheridan Blvd.	
Requested Additional Calendar Days	-

LABOR

Role	Quantity	Total Regular Labor Costs	Total Over Time Costs	Total Regular Time Hours	Total Over Time Hours	Total Hours	EXTENDED COST
Salary							
Project Engineer	1	$ 135.00		8.00		8.00	$ 1,080.00
Field Engineer	1	$ 122.00		84.00		84.00	$ 10,248.00
Superintendent	1	$ 208.00		84.00		84.00	$ 17,472.00
	-	$ -		-		-	$ -
	-	$ -		-		-	$ -
Hourly Craft							
Equipment Operator	2	$ 94.00	$ 141.00	110.00	20.00	260.00	$ 26,320.00
Equipment Operator	2	$ 94.00	$ 141.00	60.00	10.00	140.00	$ 14,100.00
Laborer	1	$ 71.00	$ 106.50	110.00	20.00	130.00	$ 9,940.00
Laborer	2	$ 71.00	$ 106.50	60.00	10.00	140.00	$ 10,650.00
	-	$ -	$ -	-	-	-	$ -
	-	$ -	$ -	-	-	-	$ -
	-	$ -	$ -	-	-	-	$ -
						TOTALS	**$ 89,810.00**

EQUIPMENT

To correctly quantify the cost of equipment on the time and materials works, you must determine the duration of the extra work (Hours, Days, Weeks or Months). Then enter the appropriate quantity in its associated column. Enter the actual Operating Hours the equipment was utilized during the works. The sum of the time the equipment is on site plus the actual utilization time will net in the total cost per equipment. (RATES FROM RENTAL RATE BLUE BOOK FOR CONSTRUCTION EQUIPMENT)

Description	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Operating Cost/Hr	Hours On Site	Days On Site	Weeks On Site	Months On Site	Operating Hours	EXTENDED COST
Excavator: Caterpillar 315	$ 181.01	$ 1,193.56	$ 4,779.91	$ 17,066.28	$ 45.32	-	-	2.00	-	40.00	$ 11,372.62
Loader: Deere 644L	$ 90.94	$ 604.41	$ 2,406.53	$ 8,583.66	$ 38.56	-	-	3.00	-	70.00	$ 9,918.79
Rentals											
Skid Steer Track Loader 3400#	$ -	$ 487.00	$ 1,251.00	$ 3,089.00	$ -	-	-	2.00	-	50.00	$ 2,502.00
										TOTALS	**$ 23,793.41**

MATERIALS

Vendor	Reference	Description	Quantity	Unit	Unit Cost	Total
Burnco	Attached	Squeegee	94.78	TN	$ 12.00	$ 1,137.36
Burnco	Attached	Squeegee Freight	7	EA	$ 176.00	$ 1,232.00
Core & Main	Attached	Waterline Material	1	LS	$ 1,650.35	$ 1,650.35
Ferguson	Attached	Waterline Material	1	LS	$ 20,167.48	$ 20,167.48
L.G. Everist	Attached	Class 6 Road Base	50.46	TN	$ 13.50	$ 681.21
L.G. Everist	Attached	Class 6 Road Base Freight	50.46	TN	$ 12.90	$ 650.93
					TOTALS	**$ 25,519.33**

SUBCONTRACTORS AND SERVICES

Vendor	Reference	Description	Quantity	Unit	Unit Cost	Total
A & A Hauling	Attached	Trucking	142.5	HR	$ 90.00	$ 12,825.00
Asphalt Specialties	Attached	Dump Fees	1	LS	$ 600.00	$ 600.00
Burnt Mountain Services	Attached	Traffic Control Management - Set Up	1	DY	$ 1,200.00	$ 1,200.00
Burnt Mountain Services	Attached	Traffic Control Management - Tear Down - Overtime	5	HR	$ 95.00	$ 475.00
Colorado Barricade	Attached	Barricade	180	LF	$ 5.50	$ 990.00
Colorado Barricade	Attached	Impact Attenuator	1	EA	$ 1,000.00	$ 1,000.00
Colorado Concrete Solutions	Attached	Kaiser Concrete Sidewalk	804	SF	$ 9.71	$ 7,806.84
Colorado Concrete Solutions	Attached	Kaiser Curb & Gutter	47	LF	$ 37.05	$ 1,741.35
Colorado Concrete Solutions	Attached	Mobilization	1	EA	$ 1,500.00	$ 1,500.00
Colorado Pavement Solutions	Attached	Paving (Sheridan & Kaiser Parking Lot)	105	SY	$ 36.72	$ 3,855.60
Colorado Pavement Solutions	Attached	Mobilization	1	EA	$ 1,500.00	$ 1,500.00
Diamond Drilling	Attached	Saw Cut Asphalt & Concrete	1	LS	$ 1,950.00	$ 1,950.00
Kinetic	Attached	Utility Potholing	1	LS	$ 4,260.00	$ 4,260.00
Majestic	Attached	Survey	1	LS	$ 900.00	$ 900.00
					TOTALS	**$ 40,603.79**

SUMMARY		TOTALS
Direct Cost of Labor:		$ 89,810.00
Direct Cost of Equipment:		$ 23,793.41
Taxes & Fees on Rental Equipment:		$ 1,284.84
Direct Cost of Material:		$ 25,519.33
Direct Cost of Subcontractors:		$ 40,603.79
Bonds & Insurance		$ 4,271.87
General Conditions	5.0%	$ 9,264.16
Overhead + Markup	12.0%	$ 23,345.69
Subtotal:		$ 217,893.10
TOTAL TIME & MATERIALS COST:		**$ 217,893.10**

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.A.3.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: R26-039, A Resolution Granting a Non-Exclusive Public Utility Easement to the Public Service Company of Colorado (Xcel Energy) to Service Utility Lines and Related Fixtures and Devices at 6901 Wadsworth Blvd, Arvada CO 80003

Report in Brief

PRESENTER: Michael Hodyno, Assistant Manager of City Facilities

The applicant, Public Service Company of Colorado (Xcel Energy), is requesting that the City grant a Non-Exclusive Public Utility Easement at the Arvada Center. An easement grants Xcel Energy the legal right to install and maintain electrical infrastructure on the City's property. This easement is required to support the installation of up to four electric vehicle charging ports.

The Arvada team recommends that the City Council approve R26-039, A Resolution Granting A Non-Exclusive Public Utility Easement To The Public Service Company of Colorado To Construct, Operate, Maintain, Repair, And Replace Utility Lines At The Arvada Center.

Financial Impact

The materials and labor to install additional power infrastructure will be a one-time cost of $86,860.88. This cost will be covered by Xcel Energy rebates from other electric vehicle charger installations.

Background

At the end of 2024, Resolution 24-119 was passed to install electric vehicle chargers at various locations throughout the City. Four of these locations needed additional electrical infrastructure installed to support the power requirements utilized by these vehicle chargers. A utility easement is required by Xcel Energy to install power lines and transformers as these components will run through City property.

Xcel Energy has completed the design, cost estimates, and rebate application for the Arvada Center location. The cost of installation and materials for this project is $105,445.88. However, a construction rebate has been granted to reduce the overall amount to $86,860.88. The City has received additional rebates for other EV charging sites to cover the remaining $86,860.88.

Rebates received to date:
Old Town Transit Hub - $55,790.60
Arvada Aquatics Center - $12,500.00

Rebates approved:
City Hall - $132,510
Parks & Fleet - $158,020
Indiana - $42,510
Arvada Center - $28,340

Discussion

The utility easement will allow Xcel Energy to extend power lines to the Arvada Center parking lot. The new electrical infrastructure will complete a loop around the Arvada Center property starting from the building transformer at the north end of the property, extending into parking lot A and B, and then completing the loop to the amphitheater's transformer in the south. This new transformer will feed up to (4) 80 amp level 2 electric vehicle chargers.

Public Contact

Posting of the City Council Agenda

Commission Recommendation

N/A

Strategic Alignment

This project and easement is aligned with the Infrastructure Services of the City Council Strategic Plan. Specifically, the recommended actions support the following principle:

INF2 — Invests *in and maintains safe, resilient, accessible, and environmentally efficient City facilities and fleet vehicles*

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R26-039, A Resolution Granting A Non-Exclusive Public Utility Easement To The Public Service Company of Colorado To Construct, Operate, Maintain, Repair, And Replace Utility Lines At The Arvada Center.

Suggested Motion:

I move that R26-039, A Resolution Granting A Non-Exclusive Public Utility Easement To The Public Service Company of Colorado To Construct, Operate, Maintain, Repair, And Replace Utility Lines At The Arvada Center, be (approved) (rejected).

Prepared by:
Michael Hodyno, Project Manager of City Facilities

Reviewed by:

Approved by:

Kim Vagher, Manager of City Facilities	04/29/2026
Jacqueline Rhoades, Director of Infrastructure	04/30/2026
Bryan Archer, Chief Financial Officer	04/30/2026
Tammy Hedlund, Legal Specialist	04/30/2026
Zachary Woolweaver, Assistant City Attorney I	04/30/2026
Rachel Morris, City Attorney	05/06/2026

Allison Scheck, Deputy City Manager	05/06/2026
Don Wick, City Manager	05/08/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-039

A RESOLUTION GRANTING A NON-EXCLUSIVE PUBLIC UTILITY EASEMENT TO THE PUBLIC SERVICE COMPANY OF COLORADO (XCEL ENERGY) TO SERVICE UTILITY LINES AND RELATED FIXTURES AND DEVICES AT 6901 WADSWORTH BLVD, ARVADA CO 80003

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, a non-exclusive utility easement to Public Service Company of Colorado (Xcel Energy) to Construct, Operate, Maintain, Repair, and Replace Utility Lines at the Arvada Center.

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

APPROVED AND ADOPTED this 19th day of May, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

S-T-R: NW ¼ S2-T3S-R69W	**Grantor:** City of Arvada	**SAP SN No:** 15012772
County: Jefferson	**Address/Intersection:** 6901 Wadsworth Blvd, Arvada, CO 80003	**Reception No:**
Division-City/Town: North West Metro - Arvada	**Dist/HP Trans:** Distribution	**Surveyor:** Monte L Sudbeck, PLS 38503
Division Agent: Cody Niehus	**Contract Agent/Co:** William Redd Western States Land Services LLC	**Survey Company:** SEH
LAT & LONG GPS: 39.82318311577889, -105.08469286946607		

PUBLIC SERVICE COMPANY OF COLORADO
UTILITY EASEMENT

The undersigned Grantor (whether one or more) hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement (**"Easement**") for utility lines, and all fixtures and devices used or useful in the operation of the same, on, through, over, under, across, and along a course as said lines may be hereafter constructed in a parcel of land in the **NW ¼** of Section **2**, Township **3 South**, Range **69 West** of the **6th** P.M. in the following lands located in County of **Jefferson**, State of Colorado, the easement being described as follows ("**Easement Area**"):

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Together with the right (i) to enter upon said premises, to survey, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, maintain and use utility lines and related communication facilities, other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the "**Facilities**"), and (ii) to remove objects interfering therewith, including the trimming or felling of trees and bushes, and (iii) to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said Facilities and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery.

The Grantor reserves the right to use and occupy the Easement Area for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's Facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any temporary or permanent buildings, structures (including without limitation trailers or mobile homes), signs, or wells on, under, or over the Easement Area. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area, which will or may interfere with the Facilities installed on the Easement Area or interfere with the exercise of any of the rights herein granted. No failure by Company to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of Company to such improvements or objects, nor a waiver of Company's rights regarding removal of any such improvements or objects.

Grantor agrees to contact the Call Before You Dig - Utility Notification Center of Colorado (1-800-922-1987), or any similar one-call utility line locator system which may replace or supplement it, at least four (4) business days (or such longer time if required by applicable law) prior to the commencement of construction, excavation, or digging of the Easement Area to arrange for field locating of Facilities.

Grantor shall disclose to Company any pre-existing waste materials ("Pre-Existing Wastes"), that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement Area and any other information that would help Company assess the risks of working in the area. Company shall have the right to perform environmental sampling in the Easement Area at its discretion. If Company encounters any Pre-Existing Wastes, Company retains the right to stop work and may choose to exercise that right. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such Pre-Existing Wastes. Grantor shall release Company from any claims or responsibilities related to such Pre-Existing Wastes.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement area and any adjoining premises used by Company shall be restored substantially to its original level and condition following completion of Company activities, taking into account, among other things, the existence of the Facilities and the restrictions stated in this Utility Easement.

The provisions of this Easement shall run with, be binding on and burden the Easement Area and shall bind and benefit the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Company. Non-use or a limited use of the Easement Area shall not prevent Grantee from thereafter making use of the Easement Area to the full extent herein authorized.

Grantor warrants and represents that Grantor is the owner of the Easement Area and has the right to sell, transfer, convey, confirm and grant this Easement and the rights contained herein. This Easement is binding on Grantor, is not conditioned upon obtaining the consent of any third party.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement, and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. This Easement consists of the document entitled "Utility Easement", and Exhibit(s) containing a legal description and a sketch depicting the legal description, if referenced above or attached hereto. No other exhibit, addendum, schedule or other attachment (collectively "**Addendum**") is authorized by Company, and no Addendum shall be effective and binding upon Company unless executed by an authorized representative of Company.

Signed this ____ day of _____,2026.

GRANTOR: City of Arvada

_____
Name: _____
Title: _____
Mailing Address:
_____
_____
_____

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____, 20__ by _____ as _____ on behalf of **City of Arvada**.

(Seal)

_____
Notary Public

My Commission Expires: _____

EXHIBIT A – ARVADA CENTER
PERMANENT EASEMENT

Two parcels of land, Parcel A and Parcel B, lying in the northwest one-quarter (NW1/4) of Section 2, Township 3 South, Range 69 West, of the 6th Principal Meridian, County of Jefferson, State of Colorado, being a portion of Reception Number 79053505, Jefferson County Records, described as follows:

PARCEL A:
Beginning on the south line of that PSCO Easement described in Reception Number 2022088709, Jefferson County Records, from which the North 1/4 corner of Section 2 bears N15˚25'59"E, 1180.87 feet;
thence S23°30'01"E, 6.48 feet;
thence S40°18'19"E, 26.01 feet;
thence S37°59'12"E, 109.06 feet;
thence S01°01'41"E, 59.28 feet;
thence S14°02'10"E, 5.14 feet;
thence S35°54'54"E, 35.64 feet;
thence 42.78 feet along a curve to the right with a delta of 70°05'46" and a radius of 34.97 feet, with a chord bearing S00°52'01"E, 40.16 feet;
thence S34°10'52"W, 50.58 feet;
thence S31°32'42"W, 68.38 feet;
thence S26°15'30"W, 103.02 feet;
thence S33°00'05"W, 13.71 feet;
thence S83°39'37"W, 32.56 feet;
thence S51°10'29"W, 86.99 feet;
thence S68°28'39"W, 69.51 feet;
thence S74°54'35"W, 161.36 feet;
thence N47°22'45"W, 214.89 feet;
thence N39°59'38"W, 90.87 feet;
thence N90°00'00"W, 8.71 feet;
thence N00°00'00"E, 15.00 feet;
thence N90°00'00"E, 7.03 feet;
thence N28°44'08"E, 57.24 feet;
thence N35°49'03"E, 100.90 feet;
thence N52°09'40"E, 164.11 feet;
thence N77°17'27"E, 54.08 feet;
thence S86°01'37"E, 61.49 feet, to the west line of said PSCO Easement;
thence S02°13'00"E, 5.22 feet, along said west line;
thence S45°38'25"W, 6.44 feet;
thence N86°01'37"W, 56.31 feet;
thence S77°17'27"W, 50.38 feet;
thence S52°09'40"W, 160.45 feet;
thence S35°49'03"W, 98.85 feet;
thence S28°44'08"W, 58.27 feet;
thence S00°00'00"E, 0.69 feet;

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thence S39°59’38”E, 92.35 feet;
thence S47°22’45”E, 208.74 feet;
thence N74°54’35”E, 155.29 feet;
thence N68°28’39”E, 67.42 feet;
thence N51°10’29”E, 86.54 feet;
thence N22°17’29”W, 5.16 feet;
thence N67°42’31”E, 15.00 feet;
thence S22°17’29”E, 8.42 feet;
thence N83°39’37”E, 16.97 feet;
thence N33°00’05”E, 8.39 feet;
thence N26°15’30”E, 102.89 feet;
thence N31°32’42”E, 69.07 feet;
thence N34°10’52”E, 50.81 feet;
thence 30.54 feet along a curve to the left with a delta of 70°05’46” and a radius of 24.97 feet, with a chord bearing N00°52’01”W, 28.67 feet;
thence N35°54’54”W, 37.57 feet;
thence N14°02’10”W, 8.22 feet;
thence N01°01’41”W, 57.08 feet;
thence N37°59’12”W, 105.52 feet;
thence N40°18’19”W, 27.29 feet;
thence N23°30’01”W, 21.65 feet, to said south line;
thence S64°13’13”E, 7.37 feet, along said south line;
thence S00°02’17”W, 8.09 feet, along said south line;
thence S89°57’43”E, 8.00 feet, along said south line;
thence N00°02’17”E, 2.73 feet, along said south line, to the point of beginning.

Containing 16,245 square feet (0.373 acres) more or less.

PARCEL B:

Beginning on said south line, from which the North 1/4 corner of Section 2 bears N14˚18’59”E, 1129.75 feet;
thence S53°02’39”W, 41.57 feet;
thence S25°46’47”W, 8.15 feet, to the north line of said PSCO Easement;
thence N64°13’13”W, 15.00 feet, along said north line;
thence N25°46’47”E, 15.00 feet;
thence S64°13’13”E, 7.28 feet;
thence N53°02’39”E, 23.09 feet, to said south line;
thence N85°10’36”E, 18.80 feet, along said south line, to the Point of Beginning.

Containing 522 square feet (0.012 acres) more or less.

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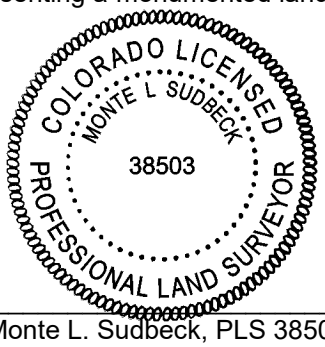
As shown and described on Exhibit A, Sheets 4 through 6, attached hereto and made a part hereof.

All lineal distances shown hereon are in U.S. Survey Feet.

For the purpose of this description, bearings are based on the east line of northwest one-quarter (NW1/4) of Section 2, which is assumed to bear N00˚28’07”W.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH Inc., 2000 S. Colorado Blvd, Suite 1200, Denver, CO 80222, on March 31, 2026, under Job No. 190368-101.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



Monte L. Sudbeck, PLS 38503

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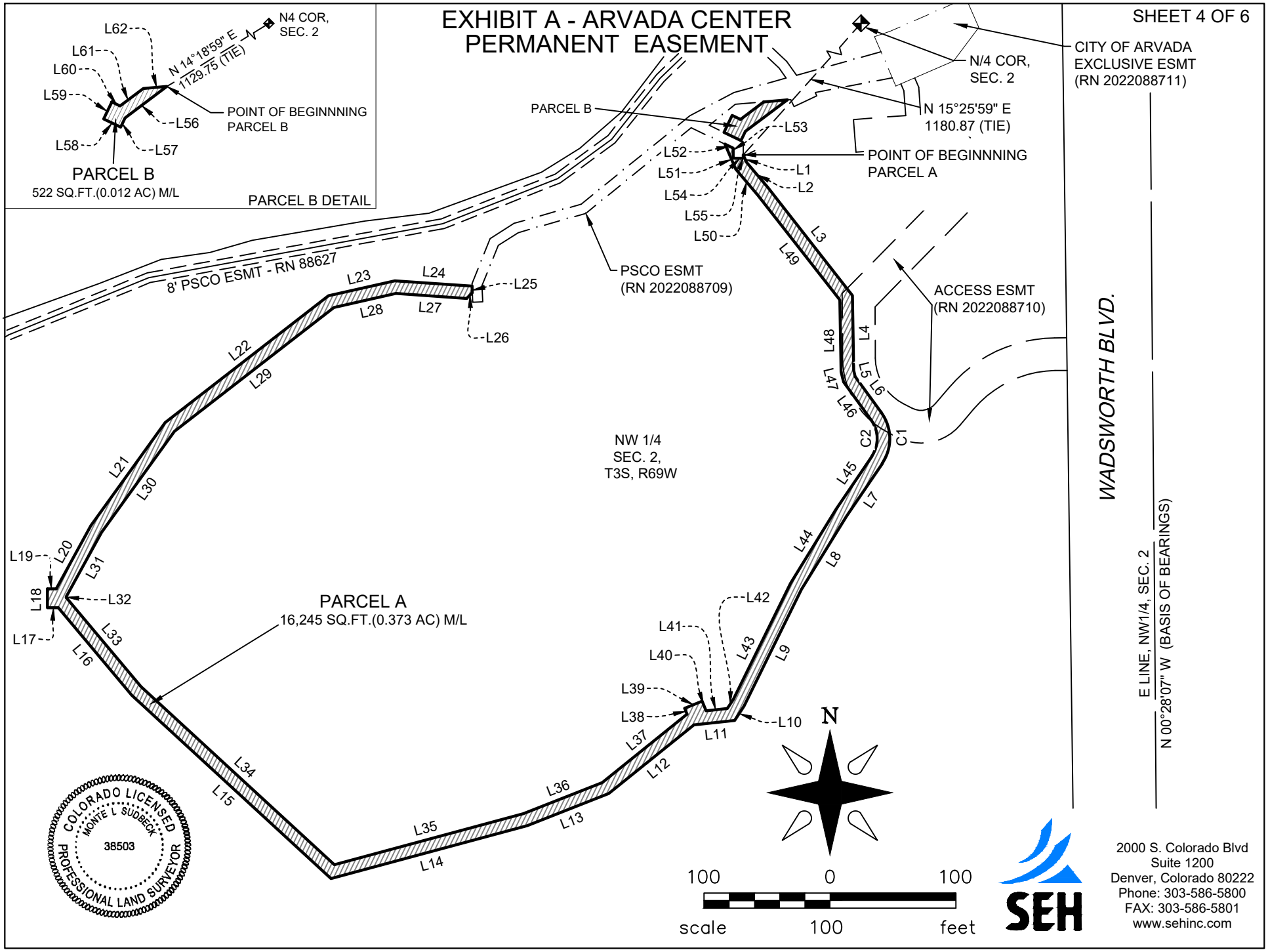
EXHIBIT A - ARVADA CENTER PERMANENT EASEMENT



COLORADO LICENSED
MONTE L SUDBECK
38503
PROFESSIONAL LAND SURVEYOR

2000 S. Colorado Blvd
Suite 1200
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com

PARCEL LINE DATA		
LINE	LENGTH	DIRECTION
L1	6.48	S 23°30'01" E
L2	26.01	S 40°18'19" E
L3	109.06	S 37°59'12" E
L4	59.28	S 01°01'41" E
L5	5.14	S 14°02'10" E
L6	35.64	S 35°54'54" E
L7	50.58	S 34°10'52" W
L8	68.38	S 31°32'42" W
L9	103.02	S 26°15'30" W
L10	13.71	S 33°00'05" W
L11	32.56	S 83°39'37" W
L12	86.99	S 51°10'29" W
L13	69.51	S 68°28'39" W
L14	161.36	S 74°54'35" W
L15	214.89	N 47°22'45" W
L16	90.87	N 39°59'38" W
L17	8.71	N 90°00'00" W
L18	15.00	N 00°00'00" E
L19	7.03	N 90°00'00" E
L20	57.24	N 28°44'08" E
L21	100.90	N 35°49'03" E

PARCEL LINE DATA		
LINE	LENGTH	DIRECTION
L22	164.11	N 52°09'40" E
L23	54.08	N 77°17'27" E
L24	61.49	S 86°01'37" E
L25	5.22	S 02°13'00" E
L26	6.44	S 45°38'25" W
L27	56.31	N 86°01'37" W
L28	50.38	S 77°17'27" W
L29	160.45	S 52°09'40" W
L30	98.85	S 35°49'03" W
L31	58.27	S 28°44'08" W
L32	0.69	S 00°00'00" E
L33	92.35	S 39°59'38" E
L34	208.74	S 47°22'45" E
L35	155.29	N 74°54'35" E
L36	67.42	N 68°28'39" E
L37	86.54	N 51°10'29" E
L38	5.16	N 22°17'29" W
L39	15.00	N 67°42'31" E
L40	8.42	S 22°17'29" E
L41	16.97	N 83°39'37" E
L42	8.39	N 33°00'05" E

PARCEL LINE DATA		
LINE	LENGTH	DIRECTION
L43	102.89	N 26°15'30" E
L44	69.07	N 31°32'42" E
L45	50.81	N 34°10'52" E
L46	37.57	N 35°54'54" W
L47	8.22	N 14°02'10" W
L48	57.08	N 01°01'41" W
L49	105.52	N 37°59'12" W
L50	27.29	N 40°18'19" W
L51	21.65	N 23°30'01" W
L52	7.37	S 64°13'13" E
L53	8.09	S 00°02'17" W
L54	8.00	S 89°57'43" E
L55	2.73	N 00°02'17" E
L56	41.57	S 53°02'39" W
L57	8.15	S 25°46'47" W
L58	15.00	N 64°13'13" W
L59	15.00	N 25°46'47" E
L60	7.28	S 64°13'13" E
L61	23.09	N 53°02'39" E
L62	18.80	N 85°10'36" E

PARCEL CURVE DATA					
CURVE	RADIUS	LENGTH	CH DISTANCE	CH DIRECTION	DELTA
C1	34.97'	42.78'	40.16	S 00°52'01" E	070°05'46"
C2	24.97'	30.54'	28.67	N 00°52'01" W	070°05'46"

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.B.1.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: R26-040, A Resolution Authorizing an Intergovernmental Agreement between the City of Arvada, Arvada Fire Protection District, and City of Golden for the Use of a Co-Responder & Mental Health Case Management System provided by the company "Julota" (Presenter: Padraic Emerine, Senior Assistant City Attorney; Commander Melanie Thornton)

Report in Brief

PRESENTER: Padraic Emerine, Senior Assistant City Attorney; Commander Melanie Thornton.

The City of Arvada employs a Co-Responder unit through the Police Department that consists of mental health professionals to provide emergency services to residents. The co-responder unit is in need of a modernized record management system. The Arvada Police Department wants to contract with Julota, a software company that provides modern software service for mental health records.

This resolution authorizes an IGA between the City of Arvada, the City of Golden, and the Arvada Fire Protection District. This IGA will accomplish two key objectives:

- First, by creating this IGA it allows for relevant information to be shared among regional partners to create a cohesive regional response to individuals who are contacted by multiple agencies for mental health services.
- Second, by entering into the IGA, the City of Arvada, the City of Golden, and the Arvada Fire Protection Agency will receive a reduced cost for the software versus each agency pursuing their own contract with Julota.

The City team recommends approval of this IGA between the City of Arvada, the City of Golden, and the Arvada Fire Protection District.

Financial Impact

The City of Arvada's portion of the cost for this contract is $9,859.50. The funds will come from the Arvada Police Department's existing budget.

Background

The City of Arvada employs a Co-Responder unit through the Police Department that consists of mental health professionals to provide emergency services to citizens in our community. The co-responder unit is in need of a modernized record management system that relates to their specific role and practice. The Arvada Police Department (APD) has identified a vendor, Julota, that provides a modern software service for mental health records.

Discussion

By entering into this IGA it creates a system for information sharing across multiple regional partners for citizens receiving mental health emergency services. Through this collaboration, each agency will experience cost savings versus each individual agency contracting with Julota.

Public Contact

Posting of the City Council Agenda

Commission Recommendation

N/A

Strategic Alignment

This IGA furthers the Safe Community strategic goal by modernizing the co-responder unit through an updated record management system.

Alternative Courses of Action

N/A

Recommendation for Action

Staff recommends that R26-040, A Resolution Authorizing an Intergovernmental Agreement between the City of Arvada, Arvada Fire Protection District, and City of Golden for the Use of a Co-Responder & Mental Health Case Management System provided by the company "Julota" be approved.

Suggested Motion:

I move that R26-040, A Resolution Authorizing an Intergovernmental Agreement between the City of Arvada, Arvada Fire Protection District, and City of Golden for the Use of a Co-Responder & Mental Health Case Management System provided by the company "Julota", be (approved) (rejected).

Prepared by:
Padraic Emerine, Assistant City Attorney I

Reviewed by:

Approved by:

Padraic Emerine, Assistant City Attorney I	04/17/2026
Rachel Morris, City Attorney	04/24/2026
Don Wick, City Manager	04/26/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-040

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ARVADA, ARVADA FIRE PROTECTION DISTRICT, AND CITY OF GOLDEN FOR THE USE OF A CO-RESPONDER & MENTAL HEALTH CASE MANAGEMENT SYSTEM PROVIDED BY THE COMPANY "JULOTA"

WHEREAS C.R.S. §29-1-203, as amended, permits and encourages local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other local governments in order to provide any lawfully authorized function, service, or facility; and

WHEREAS the Parties desire to enter into this Intergovernmental Agreement ("IGA") in order to share this record management system service provided by the contractor Julota in order to proactively share relevant client and other information with regional emergency service providers; and for cost sharing purposes to decrease expenses by individual agencies; and

WHEREAS the City Council wishes to enter into this IGA with the Arvada Fire Protection District and the City of Golden for the shared use of a mental-health co-responder record management system provided by Julota to facilitate information sharing and cost sharing amongst the listed agencies.

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Agreement 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 19th day of May, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ARVADA, THE ARVADA FIRE PROTECTION DISTRICT, AND THE CITY OF GOLDEN FOR INFORMATION AND COST SHARING OF A SOFTWARE SERVICE PRODUCT FROM THE COMPANY "JULOTA"

1. PARTIES. The Parties to this Intergovernmental Agreement ("IGA" or "Agreement") are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, CO 80002 ("Arvada"), the City of Golden, a Colorado home rule municipal corporation, whose mailing address is 911 10th St, Golden, CO 80401 ("Golden"), and Arvada Fire Protection District, a Special District whose mailing address is 7903 Allison Way, Arvada, CO 80005 ("Arvada Fire"). The Parties may be referred to individually as a "Party" or "Agency" and collectively as the "Parties" or "Agencies."

WITNESSESTH

WHEREAS C.R.S. §29-1-203, as amended, permits and encourages local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other local governments in order to provide any lawfully authorized function, service, or facility, including the sharing of costs.

WHEREAS the Parties provide various public safety services to the general public at large in accordance with their official duties within their designated jurisdictions. Such services include, but are not limited to: public safety; emergency response; law enforcement; emergency medical services; fire services; and mental health co-responder services.

WHEREAS prior to this IGA the Parties used and maintained their own individual record keeping systems.

WHEREAS the mental health services and co-responder services provided to the public by the Parties require a modern record keeping system.

WHEREAS the Parties have located a vendor, Julota, Inc., a Delaware corporation ("Julota"), who provides such a modern record keeping system that can meet the business needs of the Parties.

WHEREAS the record keeping software provided by Julota allows for multiple independent agencies or users to receive individualized accounts based on their specific business needs, while sharing appropriate records across multiple agencies.

WHEREAS the vendor, Julota has agreed to provide a monetary discount to the Partner Agencies as a group that they would not receive on an individual basis.

WHEREAS the Parties desire to create this IGA to allow for record sharing amongst Partner Agencies to help create a wholistic and collaborative regional approach in responding to mental health or co-responder calls for service.

WHEREAS the Parties desire to create this IGA to also decrease costs through a cost sharing model, thereby saving taxpayer money.

WHEREAS the Parties desire to enter into this IGA in order to share this record management system service provided by Julota in order to proactively share relevant client and other information with regional emergency service providers; and for cost sharing purposes to decrease expenses by individual agencies.

2. RECITALS AND PURPOSE.

2.1. C.R.S. §29-1-203, as amended, permits and encourages local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other local governments in order to provide any lawfully authorized function, service, or facility.

2.2. Each of the Parties is authorized to establish, maintain, and provide emergency services to their respective jurisdictions within their authorized duties. These emergency services are vast, but include responding to mental health crises, episodes, calls for service, etc.

2.3. The Parties wish to obtain a modern report and record keeping system that allows for record sharing among participating agencies.

2.4. The Parties wish to cooperate in utilizing the record management system provided by Julota in order to have a modern record keeping system to meet their business needs that allows for information sharing among participating agencies to this IGA.

2.5. The Parties may, in the future, wish to allow other governmental agencies or entities to join as parties to this IGA, and to allow those other agencies or entities to use the service under the terms and conditions set forth herein or as otherwise agreed upon.

2.6. For good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as set forth herein.

3. DEFINITIONS.

In addition to the terms defined elsewhere in this IGA, the following definitions will apply:

Agency Administrator means the individual designated by each Agency to manage their Agency's Julota account for: its day-to-day operations; records maintenance; point of contact; and communication. The Agency Administrator is authorized to make changes to their Agency's account directly with Julota for the purposes of addition, subtraction, or modification of specific account modules for their specific Agency without the approval of other partners.

Contract Holder means the Agency who holds the legal contract with Julota.

Fiscal Agent means the Agency that provides accounting, financial planning and payment

services related to the Contract with Julota, the duties and responsibilities of which are more particularly set forth in Section 6.

Individual Account means the specific software account provided to a specific Partner Agency that is personalized with the necessary modules or other software services to meet that Partner Agency's specific business needs.

Managing Partner Agency means the agency or agencies who are authorized under this IGA to make decisions regarding the addition or subtraction of additional parties (or agencies) to this IGA.

Partner Agency means an agency who is a partner to this IGA for cost sharing and technological record keeping services. By virtue of this IGA a Partner Agency is allowed to utilize services from Julota as agreed upon in the Contract (EXHIBIT A). A Partner Agency is responsible for their individual financial costs associated with any services provided by Julota. Each Partner Agency will be afforded a non-exclusive license to access the software and other services provided for by Julota in the Contract.

Software means computer programs licensed for use by Julota to the Parties for the purpose of using Julota's record keeping technology.

Super-Administrator means the Partner Agency responsible for providing login-in access to Partner Agency or Agencies to the services provided by Julota. The Super-Administrator is also responsible for being the liaison between the Partner Agencies and Julota for system maintenance, recovery, repair, outage, etc., necessary to facilitate a web-based system. The Super-Administrator should be the same Partner Agency who is the Contract Holder.

4. AGENCY DESIGNATED ROLES

4.1. Contract Owner: the City of Arvada is the Contract Owner.

4.2. Fiscal Agent: the City of Arvada is the Fiscal Agent.

4.3. Managing Partner Agencies: the City of Arvada and the Arvada Fire Protection District are the Managing Partner Agencies.

4.4. Partner Agencies: The City of Arvada, the Arvada Fire Protection District, and the City of Golden are each a Partner Agency. This includes Agencies that may be added in the future.

4.5. Super-Administrator: Arvada is the Super-Administrator.

5. EXHIBITS.

5.1. IGA Documents. The IGA Documents shall consist of this IGA together with the following:

Exhibit A: **Fully Executed Contract between the City of Arvada and Julota for services relating to Software as a Service (SaaS) License Agreement.**

Exhibit B: **Business Associate Agreement**

Exhibit C: **Adoption Agreement with Julota**

All exhibits referred to in this IGA are attached hereto and are, by reference, incorporated herein for all purposes.

5.2. Interpretation of IGA Documents. In the event any matter, term, provision, or condition that is the subject of this IGA requires clarification or is in dispute, or is the subject of a difference of opinion, then the terms of this IGA shall control, and then the terms of **Exhibit A**, and then **Exhibit B, and then Exhibit C** in that order.

6. FINANCIAL OBLIGATIONS

6.1. Arvada is the Fiscal Agent and Contract owner of this IGA. Therefore, Arvada shall pay Julota directly for the entirety of the Contract amount.

6.2. Each individual Partner Agency shall reimburse Arvada for their individual costs associated with the specific services provided by Julota to the specific Partner Agency.

6.3. Arvada and/or Julota will provide each individual Partner Agency with an annual itemized invoice specific to each individual Partner Agency's subscription or services rendered by Julota. Each Partner Agency will then reimburse Arvada for the full cost of the services rendered by Julota to their Individual Account. Payment shall be due to Arvada net 30 days from the date of invoice.

6.4. Financial responsibilities for all Partner Agencies are based on an annual basis. Each Partner Agency is financially responsible for the entire year of their individualized cost, as the Contract with Julota and cost saving benefits to all Partner Agencies are based upon an annual amount. Should a Partner Agency terminate their participation in this IGA with respect to the then-current term prior to the expiration of that term, they are not entitled to a partial refund, but rather are required to pay for the entire year long subscription cost for the then-current term. A Partner Agency may cause non-renewal of the next renewal term by complying with the notice requirements of section 8.4.2.

7. OPERATION OF THE JULOTA RECORD SHARING SYSTEM

7.1. Arvada will contract directly with Julota. Arvada thereby becomes the Contract

owner and Fiscal Agent, and Super-Administrator.

7.2. Arvada and Julota will grant the listed Partner Agencies a non-exclusive license to utilize the software services obtained via the Contract with Julota as outlined in Exhibit A. Thereby the Partner Agencies become authorized users for the software system obtained by virtue of the Contract with Julota (Exhibit A).

7.3. Each Partner Agency will be allowed to personalize their account with Julota to meet that Partner Agency's business needs. The Partner Agency will communicate with Julota directly to set up that Agency's account and specific modules it desires.

7.4. Each Partner Agency will then reimburse Arvada for the full cost of the services rendered by Julota to their Individual Account. Payment shall be due to Arvada net 30 days from the date of invoice.

7.5. There is no requirement that each Partner Agency's Individual Account be identical to the other Partner Agencies' accounts. By virtue of the different services the Partner Agencies provide the Individual Accounts may differ from one another.

8. TERM, RENEWAL, AND TERMINATION.

8.1. Effective date. This IGA will become effective and binding upon execution by the last Party to sign it.

8.2. Term. The term of the IGA shall remain in effect from May 5th, 2026, to February 12th, 2027, unless otherwise agreed to in writing by the Parties, and subject to availability of funds.

8.2.1. The "fiscal year" for the purposes of this IGA shall be from February 13th to February 12th of the following year. These dates shall be used to calculate for notice of voluntary termination, and notice to Partner Agencies for the financial obligations for the upcoming year.

8.3. Renewal. This Agreement may be renewed for consecutive additional one-year periods ("Renewal Term or Terms"). Such Renewal Terms will be automatic unless this IGA is terminated as herein provided. The IGA shall renew automatically on February 13th, 2027.

8.3.1. Upon occurrence of Renewal, the "Term" as outlined in 8.2 and "Fiscal Year" shall change to be calculated from February 13th to February 12th of any subsequent years.

8.4. Termination.

8.4.1. Any termination must be made in writing directed to the Managing Partner

Agencies.

8.4.2. Voluntary termination: Any Partner Agency may terminate their participation in this IGA for any reason at any time. If a Partner Agency terminates the then-current term prior to the end of the fiscal year, they shall not be entitled to any partial refund or partial payment of the annual subscription fee. Rather, they are obligated to pay the full amount for the full year of services. In order to avoid liability for the subscription fee for the next fiscal year, a Partner-Agency must give at least 75 days' written notice of non-renewal prior to the start of the next fiscal year beginning on February 13 that they no longer wish to participate in this IGA to receive services from Julota.

8.4.3. Termination for Non-Payment: Should any Partner Agency fail to pay their share of the annual fee owed based on their individual account, their participation in this IGA may be terminated by agreement of the Managing Partner Agencies. The Managing Partner Agencies may, in their sole and reasonable discretion, grant additional time to pay, payment plans, or other legal accommodations.

8.4.3.1. Non-Payment by Arvada is the sole exception to this provision. Arvada is the Contract Owner and Fiscal Agent. Therefore, Arvada's financial obligation is to Julota directly and not the other Partner Agencies.

8.4.3.2. Should non-payment occur by Arvada Fire Protection District as the other managing partner agency, termination authority shall revert to the sole discretion of the City of Arvada as the contract owner.

8.5. Termination by the Managing Partner Agencies: Upon unanimous consent by the Managing Partner Agencies, a Partner Agency's participation in this IGA may be terminated without cause. If the Managing Partner Agencies terminate a Partner Agency prior to the completion of the full year of services, the Partner Agency shall be entitled to a partial refund based on the amount of time remaining in the year.

8.6. Termination for non-appropriation: Should any Partner Agency fail to appropriate funds sufficient to meet that Agency's obligations for the next fiscal year, this Agreement shall automatically terminate as to that Agency on the first day of the fiscal year for which funds have not been appropriated. Should this occur, the terminating Agency's Administrator shall give written notice of such termination to all other Partner Agencies as soon as is reasonably practicable. The Partner Agency that is terminating its membership will have no further financial obligation under this Agreement as of the date of the termination except those related to necessary winding-up tasks. The remaining Partner Agency will have no further obligation to provide any license or other service to the terminating Party as of the date of termination, except those related to necessary winding-up tasks.

8.7. Termination or denial for non-consent of Julota: The contract for services is made between Arvada and Julota directly. The contract (Exhibit A) dictates that Partner Agencies

may be added to become a "customer" to receive services from Julota upon joint mutual consent in writing of Arvada and Julota. Should Julota not provide the services to a Partner Agency, such Partner Agency shall be allowed to terminate their participation in this IGA.

8.8. Addition of New Agencies: Additional governmental agencies or municipalities may be added to this IGA by way of amendment. Such addition is contingent upon unanimous approval from the Managing Partner Agencies. Unless otherwise specified in the amendment itself, the added agency will become a "Partner Agency" under the terms of this IGA. Addition of any new agencies is also contingent upon prior approval of Julota as the service provider as outlined in 8.7 of this IGA.

9. OBLIGATIONS OF THE PARTIES.

9.1. Generally. Each party will:

9.1.1. Maintain all records in compliance with all applicable state and federal CJIS laws, rules, and regulations.

9.1.2. Maintain all records in compliance with all applicable state and federal HIPPA laws, rules, and regulations.

9.1.3. Immediately notify the necessary Information Technology (IT) personnel, law enforcement authorities, and all Partner Agencies of any security breach that involves the record system provided by Julota that is related to this IGA.

9.1.4. Only provide access to the Julota software system to those employees who are properly trained and authorized to use their account.

9.1.5. Only use the software system provided by Julota for official purposes related to the Partner Agency's official duties.

9.1.6. Designate an individual to be the Agency Administrator and provide their contact information to all other Partner Agencies and Julota. Any change in the individual employee who is the Agency Administrator should be communicated to all other Partner Agencies in a timely manner.

9.1.7. Communicate with other Partner Agencies in good faith and in a timely manner with any issues that may arise.

9.1.8. Cooperate with one another to comply with any lawful record requests, subpoenas, court orders, or other discovery obligations.

9.1.9. Cooperate with other Partner Agencies to allow access to their records in order to achieve one of the primary purposes of this IGA: information sharing among regional Partner Agencies.

9.1.10. Timely pay its financial obligations to Arvada to avoid breach of contractual obligations and this IGA. As stated above, payment is due to Arvada net 30 days from the date of invoice.

9.1.11. Each Partner Agency shall sign and abide by the Business Associate Agreement (BAA) (Exhibit B) and Adoption Agreement (Exhibit C). Each Partner Agency shall provide a signed copy of the BAA to the Managing Partner Agencies and keep one on file internally.

9.2. IT Related Obligations

9.2.1. Maintain all data, system security, and system access in safe and secure way to avoid unauthorized access, inadvertent disclosure, misuse, etc. in accordance with IT industry standards.

9.2.2. Ensure that systems and information related to this IGA are protected within the Partner Agency's IT security, policies, and procedures.

9.2.3. Immediately notify all other partner agencies of a network security breach that may have impacted the Julota data sharing system.

9.2.4. A Partner Agency may not modify a different Partner Agency's individual account or account related settings without written permission from the specific Partner Agency. By way of example, this includes but is not limited to a Partner Agency's individual module and/or records management system.

9.2.4.1. By way of this condition, each specific Partner Agency shall be deemed to be the records custodian for their individual records.

9.3. Arvada's obligations. Arvada will be responsible for:

9.3.1. Arvada as the Contract Holder and Super-Administrator shall provide Partner Agencies with any necessary login information or other system access.

9.3.2. In the event that a Partner Agency ends its participation in this IGA through termination or non-renewal, Arvada will be responsible for modifying the statement of work with Julota to remove work or services specific to that Partner Agency, in accordance with the Contract between the Arvada and Julota for services relating to Software as a Service (SaaS) License Agreement. It is the Parties' intention that if a Partner Agency elects non-renewal of the upcoming renewal term in accordance with section 8.4.2, Julota's statement of work will be modified accordingly to avoid any financial charges being imposed on the Partner Agency electing non-renewal.

10. NECESSARY PERSONNEL, EQUIPMENT, AND FACILITIES. Each Party will

maintain the level of personnel, equipment, network access, and facilities necessary to meet its obligations under this Agreement.

11. NOTICES. Any notice required by this Agreement must be in writing and must be given by certified mail or registered mail, postage and fees prepaid, to the address set forth below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice will be deemed to have been given when deposited in the United States mail.

City of Arvada:
Commander Melanie Thornton
mthornton@arvada.org
8101 Ralston Road
Arvada, Colorado 80002

Arvada Fire Protection District:
Division Chief Deanna Zurey
Deanna.zurey@arvadafireco.gov
7903 Allison Way
Arvada, CO 80005

Golden:
Sarah E. Vaine
Thriving Communities Director
1000 10th St., Golden, CO 80401

A Party may designate an employee or volunteer to be responsible for the day-to-day administration of this Agreement. A Party may change the designated day-to-day administrator. Notices that are not required to be sent by U.S. Mail under this Agreement may be sent to the administrator by email.

12. GENERAL PROVISIONS.

12.1. Force majeure**.** Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, 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 and such Party.

12.2. Agreement to cooperate only. The Parties are entering into this IGA understanding that it is intended only to facilitate cooperation between the Parties in the provision of the Services set forth herein. No separate entity is created by this Agreement.

12.3. Employees to remain the employee of the Party. An employee or volunteer of a

Party will remain the employee of that Party for all purposes under this Agreement throughout the term of the initial or any renewal term of this Agreement.

12.4. Governmental immunity.

12.4.1. Each Party shall be responsible for its own negligent or intentional acts or omissions, and for those of its employees and volunteers.

12.4.2. The Parties intend that nothing herein shall be deemed or construed as a waiver by either Party of any immunities, rights, benefits, or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., *et seq.*).

12.4.3. The Parties agree that in the event any claim or suit is brought against any or all Parties by any third party as a result of the operation of this Agreement, all Parties will cooperate with each other and with the insuring entities of both Parties in defending such claim or suit.

12.4.4. The Parties enter this Agreement as separate, independent government agencies and maintain that status throughout.

12.5. Insurance. Each Party must, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any renewal, extension, or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by that Party under the terms of this Agreement. A Party's failure to secure and maintain sufficient insurance at any time during the term of this Agreement does not relieve that Party of its obligations under this Agreement. This includes, but is not limited to, IT related insurance policies.

12.6. Additional documents or action. The Parties agree to take any additional action and execute any additional documents that are necessary to carry out this Agreement.

12.7. Assignment. This Agreement may not be assigned by any Party without the prior written unanimous consent of the Managing Partner Agencies.

12.8. Paragraph captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this IGA.

12.9. Integration, amendment, and severability. The Parties 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 of the Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all the remaining provisions of this Agreement shall continue in full force and effect.

12.10. Waiver of breach. A waiver by a Party to this Agreement of the breach of any term

or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

12.11. Fund availability. Financial obligations of the Parties after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

12.12. Payments to constitute current expenditures. Financial obligations of the Parties, if any, after the current year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available by the governing body of either Party. The Parties' 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 Parties within the meaning of Article X, Section 20 of the Colorado Constitution.

12.13. No third-party beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the 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 express 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.

12.14. Entire agreement; Binding effect. This Agreement represents the entire agreement between the Parties and, except for written amendment authorized by the Parties, there are no oral or collateral agreements or understandings. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representative, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

12.15. Attorneys' fees, costs, and expenses. In any dispute arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including attorneys' fees, costs, and expenses incurred in collecting or executing upon any judgment, order, or award.

12.16. Governing law and venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Jefferson County, Colorado.

12.17. Counterpart execution. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

DATED this_____day of_____, 2026.

CITY OF ARVADA, a Colorado home rule municipal corporation

_____

Edward Brady
Chief of Police
8101 Ralston Road
Arvada, CO 80002

ATTEST:

_____

City Clerk

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

By: _____

ARVADA FIRE PROTECTION DISTRICT

_____

Kirk Lock
Chief
Chief
Kirk.lock@arvadafireco.gov
7903 Allison Way
Arvada, CO 80005

THE CITY OF GOLDEN:

Scott Vargo
svargo@cityofgolden.net

City Manager
City of Golden
1000 10th Street
Golden, CO 80401

ATTEST:

_____
Lisa Petersen, City Clerk

APPROVED AS TO FORM:

_____
Sandra Llanes, City Attorney
sllanes@citygofgolden.net

Exhibit A

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ARVADA, THE ARVADA FIRE PROTECTION DISTRICT, AND THE CITY OF GOLDEN FOR INFORMATION AND COST SHARING OF A SOFTWARE SERVICE PRODUCT FROM THE COMPANY "JULOTA"

Docusign Envelope ID: 5377989E-9031-45D0-8110-3E25B880C1D7

Attention: Project Owner

Contract Review

This agreement is being submitted for your review, approval or comments. Please ensure the contract captures the project details.

Approved by:

Project Owner

Melanie Thornton
_____

Name: Melanie Thornton

This cover page confirms you have reviewed the contract being submitted to the vendor and provides an opportunity for you to return the contract to the City Attorney's Office with any comments and/or suggested revisions.

If the contract captures the project details, please initial to complete this transaction to send the contract to the vendor. However, if you have comments and/or suggested revisions, please select the "Add Comment" icon. You will be provided a text box to include any comments/suggested revisions. Once complete hit "Post."

Please contact Gail Walker at (720) 898-7187 if you have any questions.

Docusign Envelope ID: 5377989E-9031-45D0-8110-3E25B880C1D7

Software as a Service (SaaS) License Agreement

This Software as a Service Agreement ("SaaS Agreement" or "Agreement"), effective on the date on which the last of the parties executes this Agreement ("Effective Date"), is made by and between Julota, Inc., which has a place of business at 327 Inverness Dr. South, Ste 101, Englewood, CO 80112 ("Julota" or "Contractor"), and the City of Arvada, which has a place of business at: 8101 Ralston Road, Arvada, CO 80002 ("Arvada"), in exchange for the mutual promises contained herein, the receipt and legal sufficiency of which are acknowledged. Julota and Customer shall be collectively referred by as the "Parties".

Julota provides a platform for organizations: a) to provide services directly to individuals seeking assistance through it; b) to coordinate with other individuals or organizations to provide services to individuals seeking assistance that it does not provide directly; c) to cooperate with other organizations to identify services needed for individuals seeking assistance; or d) to assemble, monitor and direct Care Team(s) (defined below).

In an amount not to exceed the cost set forth in the SOW in the first year of the Agreement, with the option for up to 5 one-year annual renewals. Should a renewal occur, the total cost of the renewal shall be set forth in the applicable SOW for the renewal and shall not exceed the cost set forth in that SOW.

1. DEFINITIONS.

1.1 ***Arvada Records*** means any and all Arvada data, information, and records, that is provided to Julota for processing through the Hosted Services. This includes credentials issued to Arvada by Contractor, all records relating to Arvada's use of Contractor's services; as well as account credentials for the Hosted Services, including those issued by Arvada or Contractor, account information, and all records sent, received, or created by or for end users. Notwithstanding the foregoing, Arvada Records does not include the right to use the Arvada Records with or through the Hosted Services after the termination or expiration of the applicable SOW to this Agreement.

1.2 ***Care Team*** means an individual used or assembled by or through Customer or on behalf of Customer or in conjunction with Customer to assist Customer, directly or indirectly, in providing to a Help Seeker (defined below) the assistance he or she seeks or requires. Customer may only use individuals or organizations as part of its Care Team that are employees of Customer.

1.3 ***Trusted Partner*** means any organization that provides services to a Help Seeker through Customer utilizing the Hosted Service.

1.4 ***Customer:*** means City of Arvada as the contracting agency, and any other Partner Agency, provided that the Partner Agency signs an election or adoption agreement with Julota whereby the Partner Agency acknowledges and assumes all rights, obligations, limitations and liabilities set forth in this Agreement to the same extent as Arvada.

1.5 ***Customer Data*** means any data collected through the provision of the Services, excluding publicly available data and data previously obtained by Julota. Customer Data may include Personal Data. Customer data includes Arvada Records.

1.6 ***Customer Website*** means the website owned and operated by Customer as identified in the applicable Order Schedule.

1.7 ***Criminal Justice Information (CJI)*** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

1.8 ***Documentation*** means any user guide, help information and other documentation and information regarding the Hosted Service that is delivered by Julota to Customer in electronic or other form, if any, including any updates provided by Julota from time to time.

1.9 ***Health Privacy Laws*** means (i) the Health Insurance Portability and Accountability Act of 1996, as amended and including any implementing regulations ("HIPAA"); (ii) HITECH; (iii) 42 C.F.R. Part 2; and (iv) any other applicable federal or state statute, regulation, administrative or judicial ruling requiring a party to protect the confidentiality, privacy and/or security of Personal Data and other healthcare-related information pertaining to Help Seekers.

1.10 ***Help Seeker(s)*** means the individual seeking assistance from or through the Customer for health or non-health related assistance.

1.11 ***Hosted Service*** means the real-time website service hosted by Julota and provided to Customer from time to time. The Hosted Service includes any change, improvement, extension or other new version thereof that is developed or otherwise made available to Customer.

1.12 ***Incident*** means any accidental or deliberate event caused, in whole or in part, by Julota's willful misconduct that results in unauthorized access, loss, disclosure, or modification of Arvada Records. For clarity, the following actions do not constitute an Incident: (i) the unauthorized access, loss, disclosure, or modification of Arvada records through the use of its user generated passwords/account credential(s) for the Hosted Services consistent with the settings and permissions in the respective Services; and (ii) actions taken by Julota personnel or subcontractors whose access to or use of such Arvada Records is for the purpose of performance of the Services as permitted under the terms of this Agreement and applicable SOW, or applicable law.

1.13 ***Julota API*** means the Julota application programming interface, scripts, widgets, embeddable snippets and other tools that allow Customer to integrate the Customer's website or any other system of Customer with all or part of the Hosted Services.

1.14 ***Partner Agency*** means a governmental entity authorized by Arvada via an intergovernmental agreement ("IGA") or other contracting mechanism to use the Services.

1.15 ***Personal Data or PII*** means personally identifiable information including, without limitation, any information maintained by Arvada about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. Personal Data may include Protected Health Information.

1.16 ***Platform*** means all ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, content, graphics, techniques, methods, processes, algorithms, code, know-how, trade secrets and other technologies, implementations and information that are used by Julota in providing the Julota services, including any innovations, revisions, enhancements, upgrades or improvements of the foregoing.

1.17 ***Protected Health Information*** or ***PHI*** shall have the same meaning as the term "protected health information" as defined in HIPAA.

1.18 ***Services*** means, collectively, the Hosted Service, Platform, Julota API (if available or applicable), and Documentation, as described in the applicable SOW (defined below).

2. SERVICES. Subject to the terms and conditions of this Agreement, Julota will provide Customer with access to the Services as described in each Statement of Work "SOW". The first SOW will be Exhibit A-1 and each subsequent SOW will be designated "Exhibit A-___", completing the blank for each subsequent SOW with the appropriate number, in ascending numerical order. A sample form SOW is attached as Exhibit A. Each SOW will be subject to the terms of this Agreement, and shall be added to this Agreement through amendment to this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of a SOW, the terms and conditions of the Agreement shall govern. Customer's use of the Services is subject to this Agreement and the applicable SOW.

3. LICENSE GRANT.

3.1 License Grant to Customer. Subject to the terms and conditions of this Agreement, Julota grants Customer (identified in the applicable SOW), during the term of the applicable SOW and the term of this Agreement (whichever period is shorter), a non-exclusive, non-transferable right and license to access and use the Services as provided for in the applicable SOW. The Services will also be provided pursuant to the service levels set forth in the Service Level Agreement ("SLA"), which is attached as Exhibit B. Subject to Section 19, this includes license to access and use the Services as provided for in the applicable SOW to a Partner Agency who becomes a "Customer" under this Agreement.

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3.2 License Restrictions for Customer. Customer shall not, directly or indirectly, permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services; (ii) modify, translate, or create derivative works based on the Services; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Services; (iv) make the use of the Services available to anyone other than for its own internal purposes; (v) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; (vi) remove any proprietary notices from the Services or any other Julota materials furnished or made available hereunder; (vii) publish or disclose to third parties any evaluation of the Services; (viii) use the Services in automatic, semi-automatic or manual tools designed to create virus signatures, virus detection routines, or any other data or code for detecting malicious code or data; or (ix) use the Services to build a competitive product or service, or copy any features, functions or graphics of the Services.

3.3 API License. If provided for in the applicable SOW, Julota hereby grants Customer, during the term of the applicable SOW, a nonexclusive, nontransferable, nonassignable, license to access and use the Julota API solely in connection with its use of the Services.

3.4 License Grant to Julota. Customer grants Julota, during the term of this Agreement and the applicable SOW, a non-exclusive, non-transferable, non-sublicensable license for it to use Customer Data and its trademarks (the "Marks") for the sole purpose of providing the Services or as otherwise set forth in this Agreement. Customer reserves all ownership and other rights in the Customer Data and the Marks not expressly included herein and nothing in this Agreement shall be deemed to convey or transfer to Julota any ownership rights in or to the Customer Data or the Marks. Notwithstanding the foregoing, Customer understands that it may not be the exclusive owner of Customer Data.

3.5 License Restrictions for Julota. Julota's license to the Marks is subject to the following restrictions: (i) all of Julota's uses of the Marks must be preapproved by Customer; (ii) Julota shall not use any Marks in such a way as to give the impression that they are the property of anyone other than Customer; and (iii) Julota shall comply with Customer's trademark guidelines, if any, and any other reasonable requirements established by Customer concerning the style, design, display, and use of its Marks. Customer's trademark guidelines, if any, are attached as Exhibit C or noted in an applicable SOW.

4. PRIVACY**.** Julota may collect or store Customer Data, which may contain Personal Data concerning Help Seekers in connection with the provision of the Services. Julota will comply with its non-disclosure obligations set forth in this Agreement. The Parties agree to comply with the requirements of all Health Privacy Laws and laws pertaining to PII. The Parties agree that Julota will serve as a Business Associate with respect to certain Services it provides to Customer. Accordingly, as it applies to such Services, the Parties shall execute and abide by the terms set forth in the business associate agreement attached hereto and incorporated herein as Exhibit D ("BAA").

5. PASSWORDS / SECURITY / DISCLOSURE.

5.1 Passwords. Customer is responsible for maintaining the confidentiality of its passwords. To the extent the activity is not the result of an Incident directly caused by Julota's failure to comply with this Agreement, Customer is solely responsible for any and all activities that occur under its account and all charges incurred from use of the Services accessed with Customer's passwords. Customer agrees to immediately notify Julota of any unauthorized use of Customer's account or any other breach of security known to Customer. Julota shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements.

5.2 Security. Julota will maintain the Services at a third-party hosting facility and will implement and maintain industry standard security precautions, which are intended to prevent unauthorized access to Customer Data. Customer acknowledges that, notwithstanding such security precautions, use of, or in connection to, the internet provides the opportunity for unauthorized third parties to circumvent such precautions and gain access to the Services and Customer Data.

5.3 Disclosure. Customer agrees that Julota and its agents, which have agreed to confidentiality obligations at least as restrictive as Julota's obligations in this Agreement, can access Customer Data and its account information in order to respond to its service requests and/or as necessary, in Julota's sole discretion, to provide Customer with the Service. Julota will not otherwise disclose such data except if compelled by law, permitted by Customer, or pursuant to the terms of the BAA and the terms of Julota's Privacy Policy, which is available at https://www.julota.com/wpautoterms/privacy-policy/ (the "Privacy Policy") and is incorporated into this Agreement. The terms of this Agreement shall supersede any inconsistent terms in the Privacy Policy. In no case shall Julota's Privacy Policy reduce Arvada's protections or increase Arvada's obligations under this Agreement (unless Arvada's obligations change under applicable law).

5.4 Permission to Disclose. By submitting any Help Seeker's Personal Data to the Hosted Services and providing said Personal Data to Julota for processing, Customer warrants that it has: (i) legal authority to disclose such Personal Data in compliance with Health Privacy Laws and (ii) if required by Health Privacy Laws, this Agreement, or Julota's Privacy Policy or other policies, the necessary permissions, authorizations and consents from the Help Seekers that it enters Personal Data about through the Services and for the viewing and processing of their Personal Data and Customer Data by Julota, its agents, third-party service providers, other organizations utilizing the Hosted Services to provide assistance to Help Seekers, and Care Teams as set forth herein.

6. OWNERSHIP.

6.1 With the exception of Customer Data, the Platform, the Hosted Services, and all information, reports, studies, object and source code (including without limitation the Services and all modifications, enhancements, additions, upgrades, or other works based thereon or related thereto), flow charts, product documentation, diagrams, specifications, methods and other tangible or intangible material of any nature whatsoever produced through or as a result of or related to any product, service or deliverable (collectively, "Works") or development of any data analytics or usage models hereunder, and all patents, copyrights, trademarks and other proprietary rights related to such Works and models, shall be the sole and exclusive property of Julota, its Affiliates (defined below) or their third party providers (collectively, "Julota Property"). Nothing in the Agreement shall convey to Customer any title to or ownership of any Julota Property. With the exception of Customer Data, Customer hereby irrevocably assigns and transfers to Julota, its Affiliates or their third-party providers all rights, title, and interest in any such Works and models. "Affiliate" means an entity that controls, is controlled by, or under common control with a party, where "control" means the direct or indirect ownership of more than 50% of the voting securities of such entity or party. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.2 Customer acknowledges and agrees that Julota shall have the right to utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze any non-personally and non-Customer identifiable data or information resulting from Customer's use of the Service ("Statistical Data"). Statistical Data may be collected by Julota for any lawful business purpose without a duty of accounting to Customer, provided that the Statistical Data is used only in an aggregated form, without specifically identifying the source of the Statistical Data, and is otherwise permanently anonymized. Except for the limited rights granted herein, at no time shall Julota acquire any ownership, license, rights or other interest in or to the Customer Data, all of which shall, as between Customer and Julota, be and remain the confidential and proprietary information of Customer.

6.3 Julota shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Service or otherwise use permanently de-identified Statistical Data, any suggestions, enhancement requests, recommendations or other feedback Julota receives from Customer.

7. CUSTOMER OBLIGATIONS.

7.1 Process. Customer shall assign one (1) representative who will be responsible for all communications with Julota related to the use of the Services. Customer may change the representative any time upon written notice to Julota.

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7.2 Conduct. Customer is and will be solely responsible for its actions and the actions of its authorized users, and the actions of each Care Team and each of the Care Team's officers, directors, members, employees, agents, contractors, subcontractors and individual(s) related to Customer's use of the Services or the provision of assistance to any Help Seeker. Customer acknowledges and agrees that Julota is not liable for, or responsible to, remediate any issues found on Customer's network or in Customer's web traffic through the Services. Customer assumes sole responsibility for all transactions with Care Teams and for resolution of any disputes involving a Care Team related to the Services. In addition to the conduct restricted in Section 3.2 (License Restrictions for Customer), Customer represents and warrants that it, its authorized users, and its Care Teams shall: (i) abide by all laws and regulations including, without limitation, all laws applicable to any service Customer provides or any Care Team provides to a Help Seeker and all laws applicable to the transmission of technical data exported from the United States through the Services and to wireless e-mail marketing and advertising; (ii) not to upload or distribute in any way content that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Services or another's computer or mobile device; (iii) not to use the Services for illegal, fraudulent, unethical or inappropriate purposes; (iv) not to interfere or disrupt networks connected to the Services or interfere with the ability of others to access or use the Services; (v) not to distribute, promote or transmit through the Services any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, pornographic, indecent, defamatory, hateful, racially, ethnically, unwanted or otherwise objectionable material of any kind or nature; (vi) not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; (vii) not to willfully or negligently interfere with another customer's use and enjoyment of the Services or another entity's use and enjoyment of similar services; (viii) not to engage in, or permit others to engage in, contests, chain letters or post or transmit "junk mail," "spam," "chain letters," or unsolicited mass distribution of e-mail; and (ix) to comply with all regulations, policies and procedures of networks connected to the Services, Julota, or Julota's service providers that Julota provides to Customer in advance, as the same may be promulgated from time to time. Julota may remove any violating data on the website posted or stored using the Services or transmitted through the Services, without notice to Customer; however, Julota has no obligation to do so. Customer acknowledges that its failure to comply with the representations and warranties of this Section 7.2 shall constitute a material breach of this Agreement. Customer shall be liable to Julota for all direct damages, losses, and costs incurred by Julota as a direct result of such breach, including any amounts Julota is required to pay to third parties due to such breach, which the parties agree constitute direct damages to Julota. Julota may remove any violating data on the website posted or stored using the Services or transmitted through the Services, without notice to Customer; however, Julota has no obligation to do so. Customer may only use employees of Arvada as Care Team members and Trusted Partners and may not authorize individuals that are not employees of Arvada to access the Hosted Services.

7.3 As required by applicable law, Customer will maintain privacy policies and will provide copies or access to its privacy policies as required by applicable law to each Help Seeker prior to entering any information about the Help Seeker through the Services. Customer will ensure that its practices for storing and safeguarding Help Seeker related information are consistent with all applicable legal requirements. If privacy notices are required by law, Customer will create and maintain such policies in accordance with applicable law and as necessary for Julota to lawfully process Personal Data on behalf of Customer. To the extent required by Applicable law for Julota to process Personal Data on behalf of Customer, Customer must obtain the necessary authorizations and its privacy policy must include the following disclosures and terms sufficient to allow for: (i) the collection and processing of data from Help Seekers, including any Personal Data from a Help Seeker; (ii) Julota's processing of Help Seeker data; (iii) the use of Personal Data belonging to Help Seekers as contemplated in the provision of the Services and in the applicable SOW; (iv) the maintenance and retention of Personal Data after assistance is rendered by Customer to a Help Seeker; (v) the processing and sharing of Personal Data and other data of Help Seekers with other organizations utilizing the Hosted Services and by Care Teams; and (vi) the sharing and utilizing of each Help Seeker's Personal Data and the aggregate data derived therefrom by Julota. Customer shall be solely responsible for obtaining and maintaining documentation of any and all legally required written permissions, consents or authorizations from Help Seekers before a Help Seeker's Personal Data is provided to Julota or placed on the Platform. Any and all information provided by Customer to Julota via the Hosted Services or any other Services relating to any Help Seeker's permissions, consents or

authorizations shall be accurate and valid. Customer shall notify Julota, on a form provided and/or approved by Julota, of any restrictions on the use or disclosure of a Help Seeker's Personal Data that Customer is required to abide by to the extent that such restriction may affect Julota's use or disclosure of that Help Seeker's Personal Data. Customer shall notify Julota of any changes in, or revocation of, the permission, authorization or consent by a Help Seeker for Customer to disclose such Help Seeker's Personal Data on the Platform. Notwithstanding the foregoing revocation or change in authorization, Julota may retain copies of that data in read only format to the extent permitted by law and subject to the confidentiality provisions of this Agreement in order to comply with its statutory or regulatory requirements or to defend against a claim or complaint.

8. FEES AND TAXES.

8.1 Fees. Customer agrees to pay Julota the fees set forth on the applicable SOW for the Services, in accordance with the fees, charges, and billing terms set forth in this Agreement (collectively, "Fees"). All Fees are quoted in United States currency. Except as otherwise provided in this Agreement, Fees are non-refundable.

8.2 Additional Charges. Customer shall pay travel and living expenses and other out-of-pocket expenses reasonably incurred by Julota in connection with the Services. As applicable, such out-of-pocket expenses shall be incurred in accordance with Julota's then-current corporate travel and expense policy. If an out-of-pocket expense is listed in an Exhibit, such expense may be changed to reflect changes issued by the applicable vendor. All expenses incurred by Julota for which it seeks reimbursement from Customer must be preapproved in writing by Customer.

8.3 Payments. Unless stated otherwise on the applicable SOW, all Fees are due and payable by Customer within thirty (30) days after the invoice date. Any payment not received from Customer by the due date shall accrue (except with respect to charges then under reasonable and good faith dispute), at the lower of one and a half percent (1.5%) of the outstanding balance per month (being 18% per annum), or the maximum rate permitted by law, from the date such payment is due until the date paid. Customer shall also pay all reasonable sums expended (including, without limitation, reasonable legal fees) in collecting overdue payments.

8.4 Taxes. All fees set forth in this Agreement are exclusive of all taxes and similar fees. Customer shall be responsible for and shall pay in full all applicable sales, use, excise or similar governmental taxes imposed by any federal, state, or local governmental entity upon the fees charged the Customer under this Agreement, exclusive, however, of taxes based on Julota's income, which taxes shall be paid by Julota. If any taxes for which Customer is responsible hereunder are paid by Julota, Customer will promptly reimburse Julota upon Customer's receipt of proof of payment.

9. TERM. This Agreement commences on the Effective Date and shall continue for one year, unless earlier terminated in accordance with this Agreement. Following the initial Term, this Agreement shall renew for up to four successive twelve (12)-month periods unless either party provides written termination notice 60 days prior to the end of Term.

10. TERMINATION**.**

10.1 Breach. Except as otherwise provided in this Section 10, either Julota or Arvada shall have the right to terminate this Agreement or the applicable SOW upon written notice if the other party has breached a material term of this Agreement or the applicable SOW and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach.

10.2 Insolvency. Either party shall have the right to terminate this Agreement if (i) the other party has a receiver appointed for it or its property; (ii) any proceedings are commenced by the other party under a Chapter 7 bankruptcy; or (iii) the other party is liquidated or dissolved.

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10.3 Failure to Pay/Customer Conduct. Julota shall have the right to suspend or terminate access to the Services, at its sole option, with or without notice to Customer, if: (i) any payment is delinquent by more than sixty (60) days, or (ii) if Customer breaches Sections 3.2, 5 or 7 of this Agreement.

10.4 Immediate Termination. Julota may immediately suspend or terminate this Agreement or the applicable SOW, in its sole and absolute discretion, if Customer violates Section 7.2 of this Agreement or violates or misappropriates Julota's intellectual property rights related to the Services.

10.5 Effect of Termination. Termination of this Agreement will terminate all SOWs. Termination of an individual SOW will only terminate that SOW and will not result in the termination of this Agreement, unless the SOW provides otherwise. Julota shall not be liable to Customer or any third party for suspension or termination of Customer's access to, or right to use, the Services under this Agreement unless Customer's termination of this Agreement or the applicable SOW is pursuant to Section 10.1. If Customer terminates this Agreement or an SOW pursuant to Section 10.1 or if Julota terminates this Agreement or an SOW without cause, Customer will be obligated to pay the balance due for the Services up to the date of termination and will be entitled to a refund of any unearned prepaid fees. If Julota terminates this Agreement or an SOW pursuant to Section 10.1 or if Customer terminates this Agreement or SOW without cause, Customer shall pay any unpaid fees through the date of termination and shall pay any unpaid fees covering the remainder of the term of all SOWs, if the Agreement is terminated, or the applicable SOW, if only the SOW is terminated. If Arvada terminate this Agreement or an SOW pursuant to Section 10.1, Julota shall refund any amounts paid prorated based on the date of termination. Upon the effective date of termination of this Agreement for any reason, Customer's access to the Services will terminate and Customer shall cease accessing and using the Services immediately and Julota shall cease use immediately of any Marks. Sections 3.2, 4, 5, 6, 8 through 16 and 18 of this Agreement shall survive termination for any reason.

11. CONFIDENTIALITY.

11.1 Obligations. Each of the Parties, including any Partner Agencies, agrees to maintain in confidence any proprietary or non-public information of the other party, whether written or otherwise, disclosed by the other party in the course of performance of this Agreement that a party knows or reasonably should know is considered confidential by the disclosing party ("Confidential Information"). Confidential Information also includes: (i) trade secrets and proprietary information (including that of any client, supplier or licensor); (ii) customer lists, client lists, business plans, information security plans, business continuity plans, requests for proposals or requests for information and responses to such requests that the Parties may change after the Effective Date, and proprietary software programs; (iii) PII, PHI, CJI and any other similar sensitive information that is Personal Data, (iv) Arvada Records, and (v) any other information received from or on behalf of a disclosing party that is marked confidential or that the recipient of the information could reasonably be expected to know is confidential. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the Parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees or agents who require access in order to perform their obligations under this Agreement and who agreed to be bound by these obligations of confidentiality and non-disclosure. Except as otherwise expressly provided in this Agreement, upon termination of this Agreement for any reason, and at the request of the disclosing party, the receiving party shall promptly return or destroy (at the disclosing party's option), all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may maintain archival copies of Confidential Information for the applicable statutory periods.

11.2 Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third party not having a confidential relationship with the other party hereto that rightfully acquired such information; (iv) communicated to a third party by the

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receiving party with the express written consent of the other party hereto; or (v) requests for information pursuant to the Freedom of Information Act, or any open-records or public disclosure laws, provided an exemption to said disclosure or other law superseding the requirement for disclosure does not apply, and provided that the disclosure does not include data solely stored in the Hosted Service. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure. Notwithstanding anything to the contrary, for any CORA request for Julota's security information, Arvada will notify Julota within one day of the request, and if Arvada believes disclosing the requested information is required under CORA, Arvada will seek input from Julota and incorporate such input into its good faith evaluation of whether any CORA exceptions and/or the seven-day extension under CRS 24-72-203(3)(b) applies.

12. WARRANTY**.**

12.1 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS," AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, JULOTA MAKES NO AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, IMPLIED WARRANTIES OR MERCHANTABILITY, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICES (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY JULOTA, OR OTHERWISE UNDER THESE TERMS. WITHOUT LIMITING THE FOREGOING, JULOTA DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. JULOTA DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICE DUE TO INAPPROPRIATE OR DEFECTIVE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, USER COMMUNICATIONS, PROBLEMS RELATED TO THE SERVICES OR ITS USE, LOSS OF PERSONAL CONTENT, OR ANY OTHER REASONS. JULOTA ALSO EXPLICITLY DISCLAIMS ANY WARRANTIES RELATED TO BUSINESS RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICES AND SPECIFICALLY STATES NO SUCH REPRESENTATIONS ARE OR HAVE BEEN MADE TO CUSTOMER. JULOTA HAS NO LIABILITY FOR: (I) CUSTOMER NOT ESTABLISHING AND MAINTAINING AN INTERNET CONNECTION SUFFICIENT FOR THE SERVICES TO FUNCTION PROPERLY, (II) CUSTOMER'S CONTENT AND EFFICACY OF ALL ITS MARKETING INITIATIVES, AND (III) CUSTOMER FAILING TO FULFILL ANY OF ITS OBLIGATIONS TO HELP SEEKERS IN CONNECTION WITH THE USE OF THE SERVICES. JULOTA HAS NO LIABILITY FOR CUSTOMER'S FAILURE TO FOLLOW PROPER BACK-UP PROCEDURES OR TO IMPLEMENT EFFECTIVE OR FUNCTIONING BACK-UP PROCEDURES, OR FOR ANY OTHER PROGRAMMING. JULOTA HAS NO LIABILITY FOR WRONGFUL DATA ACCESS OR LOSS OR ERROR RESULTING FROM CUSTOMER'S USE OF ANY EQUIPMENT OR THE SERVICES. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR (I) ESTABLISHING AND MAINTAINING AN INTERNET CONNECTION SUFFICIENT FOR THE SERVICES TO FUNCTION PROPERLY, (II) THE CONTENT AND EFFICACY OF ALL MARKETING INITIATIVES, AND (III) FULFILLING ALL ITS OBLIGATIONS TO HELP SEEKERS IN CONNECTION WITH THE USE OF THE SERVICES. CUSTOMER WILL FOLLOW PROPER BACK-UP PROCEDURES FOR ANY OTHER PROGRAMMING AND ALL DATA TO PROTECT AGAINST LOSS OR ERROR RESULTING FROM THE USE OF ANY EQUIPMENT OR THE SERVICES. CUSTOMER AGREES THAT JULOTA AND THE PLATFORM AND SERVICES DO NOT MAKE CLINICAL, MEDICAL OR OTHER DECISIONS OR RECOMMEND, ENDORSE OR MAKE ANY MEDICAL, CLINICAL OR RELATED REPRESENTATIONS OR WARRANTIES. CUSTOMER ASSUMES ALL RESPONSIBILITY IN CONNECTION WITH DISCLOSING CUSTOMER DATA ON THE PLATFORM.

12.2 Open Source. Parts of the software for the Services may be subject to the GPL (General Public License) for open source software, and all warranties are disclaimed for such parts by the Free Software Foundation, Inc. See the GNU General Public License

for more details. Similarly, parts of such software may be subject to the MIT License for open source software, and therefore, the following restrictions: MIT grants permission, free of charge to any person obtaining a copy of the software and associated documentation files, to deal in the software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the software, and to permit persons to whom the software is furnished to do so, subject to the following conditions and notwithstanding anything to the contrary in this Agreement: the software is provided "AS IS" without warranty of any kind, express or implied, including but not limited to, the warranties of merchantability, fitness for a particular purpose and non-infringement, In no event shall the authors or copyright holders be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the software or the use of other dealings in the software.

12.3 Mutual Warranties. Each party represents and warrants that: (i) it does not have any contractual obligations that would prevent it from entering into this Agreement; and (ii) it will comply with all laws and regulations directly applicable to its performance of its obligations under this Agreement or its use of the Services.

13. INDEMNIFICATION.

13.1 Julota shall indemnify, defend, or at its option settle, any third party claim or suit based on any third party claim or suit based on a claim that the provision of the Services violate applicable law or that the Services (excluding any third party software) violate, infringe or misappropriate any United States patent, copyright, trademark or trade secret and Julota shall pay any final judgment entered against Customer in any such proceeding or agreed to in settlement; provided (i) Julota is promptly notified in writing of such claim or suit, (ii) Julota or its designee has sole control of such defense or settlement, and (iii) Customer gives all information and assistance requested by Julota or such designee. To the extent that use of the Services is enjoined, Julota may at its option either (a) procure for Customer the right to use the Services, (b) replace the Services with other suitable products, or (c) refund the prepaid portion of the Fee(s) paid by Customer for the Services or the affected part thereof. Julota shall have no liability under this Section 13 or otherwise to the extent a claim or suit is based upon (1) use of the Services in combination with software or hardware not provided by Julota if infringement would have been avoided in the absence of such combination, (2) modifications to the Services not made by Julota, if infringement would have been avoided by the absence of such modifications, or (3) use of any version other than a current release of the Services, if infringement would have been avoided by use of a current release.

THIS SECTION 13 STATES JULOTA'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR VIOLATION, INFRINGEMENT AND MISAPPROPRIATION CLAIMS BASED ON THE SERVICES.

13.2 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 or this Agreement to the contrary, Arvada does not indemnify Contractor or Subcontractor under this Agreement.

14. LIMITATION **OF LIABILITY.**

14.1 Limitation on Direct Damages. EXCEPT AS IT RELATES TO JULOTA'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL JULOTA'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER FOR THE SERVICES FOR THE PERIOD OF TWELVE (12) MONTHS PRIOR TO THE EVENT THAT DIRECTLY GAVE RISE TO THE DAMAGES CLAIMED, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

14.2 Waiver of Consequential Damages. EXCEPT AS IT RELATES TO JULOTA'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, IN NO EVENT SHALL JULOTA BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER

SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF JULOTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.3 No Liability for Wrongful Third-Party Disclosures. Notwithstanding anything to the contrary herein, Julota will have no liability to Customer or any other organization or individual related to the wrongful disclosure by Customer, the Care Team, a Trusted Partner or any director, officer, employee, agent or service provider of the foregoing.

15. Reserved.

16. INSURANCE. Julota will maintain (and shall cause each of its agents, independent contractors and subcontractors performing any services hereunder to maintain) at its sole cost and expense at least the following insurance covering its obligations under this Agreement:

16.1 Commercial General Liability. With coverage of not less than One Million Dollars ($1,000,000) each occurrence (for bodily injury and for damage to property); including coverage for premises and operations, contractual liability, broad form property damage and products and completed operations and Three Million Dollars ($3,000,000) in the aggregate.

16.2 Cyber Liability Insurance. With coverage of not less than Three Million Dollars ($3,000,000) in the aggregate which shall include at a minimum coverage for (i) unauthorized access by an outside party, which may take the form of a “hacker attack” or a “virus” introduced by a third party; (ii) failure to prevent a party other than an insured from unauthorized access to, use of, tampering with or introduction of malicious code into data, programs or systems; and (iii) breach of Customer’s data.

16.3 Workers’ Compensation and Employers Liability. As required by statute to provide the Services, Employers Liability coverage is to be carried for a minimum limit of $1,000,000 for each occurrence and $1,000,000 general aggregate.

16.4 Policy Terms. Such insurance shall name Customer as an additional insured. A blanket endorsement or an additional insured endorsement evidencing the policy shall be provided to Customer within 14 days from execution. Julota shall provide Customer with written notice of any policy cancellation within thirty (30) days of the receipt of such notice. Julota shall obtain replacement insurance policies meeting the requirements of this Section 17. All coverage must be written with carriers holding a minimum A.M. Best rating of A-VII and be authorized to do business in Colorado. Coverage shall be primary, and any insurance held by Customer is excess and non-contributory.

17. GENERAL**.**

17.1 Notices. All notices to a party shall be in writing and sent to the addresses specified in this Agreement (and in the case of Julota, to the attention of the Chief Operating Officer and if to Arvada, a copy must be sent to the Arvada City Attorney’s Office at 8101 Ralston Road, Arvada, CO, 80003 Attn: City Attorney) or such other address as a party notifies the other party, and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; three days after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

17.2 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Colorado. Each party hereby irrevocably submits to the exclusive jurisdiction of the Courts within the County of Jefferson located in the State of Colorado. Any provision of this Agreement held to be unenforceable shall not affect the enforceability of any other provisions of this Agreement.

17.3 Dispute Resolution. Before initiating legal action against the other party relating to a dispute herein, the Parties agree to work in good faith to resolve disputes and claims arising out of this Agreement. To this end, each party may request that the other party designate an officer or other management employee with authority to bind such party to meet to resolve the dispute or claim. If the dispute is not resolved within 30 days of the commencement of informal efforts under this paragraph, either party may pursue

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formal legal action. This paragraph will not apply if expiration of the applicable time for bringing an action is imminent and will not prohibit a party from pursuing injunctive or other equitable relief to which it may be entitled.

17.4 Relationship of the Parties. The Parties to this agreement are independent entities, and no agency, partnership franchise, joint venture or employee-employer relationship is intended or created by this Agreement.

17.5 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all SOWs), without consent of the other Party but upon prompt written notice to the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided that, in the case of Customer, the assignment is not to a direct competitor of Julota (to the extent such does not violate Colorado state law). In the event that either Party assigns its rights or obligations hereunder, in violation of this Section, either Party may at its election, terminate this Agreement, provided it does so within sixty (60) days of the date that written notice of the assignment is provided to the non-assigning Party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

17.6 Entire Agreement. This Agreement, including all SOWs, exhibits and addenda hereto, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any SOW, exhibit or addendum hereto, the terms of this Agreement shall prevail unless the conflicting term pertains to pricing or payment, in which case the SOW, exhibit, or addendum shall prevail. Any substantive legal terms included on any SOW, exhibit, or addendum, that is not added to this Agreement through an amendment, shall be null and void. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. Further, notwithstanding the foregoing, terms of the SOW that conflict with or are inconsistent with this Agreement, which conflict with statutory or regulatory requirements will not control or supersede this Agreement and such terms will be deemed waived.

17.7 Force Majeure. Neither party shall be in default if its failure to perform any obligation under this Agreement is caused solely by supervening conditions beyond that party's reasonable control including, without limitation, acts of God, civil commotion, war, strikes, labor disputes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements.

17.8 No Third-Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any third-party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

17.9 Headings. The headings of the sections of this Agreement are for reference only and shall not modify, define or limit any of the terms or provisions of this Agreement.

17.10 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of the parties and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17.11 Construction. This Agreement has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and without any strict construction in favor or against any party.

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17.12 Counterparts and Signatures. This Agreement and any SOWs, exhibits, addenda and amendments may be executed in counterparts, each of which shall be deemed an original and which shall together constitute one instrument. Each party may execute this Agreement and any SOWs, exhibits, addenda Exhibit or amendment hereto in the form of an electronic record utilizing electronic signatures, as such terms are defined in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.). Customer and its affiliates agree that the undersigned, so long as such is authorized under Arvada City Code §82-62 as attached as Exhibit E as it may be modified by the Arvada City Council, has the legal authority to sign documents on behalf of Customer and bind Customer to the obligations in said documents, and that said individual's electronic signature will be deemed a valid and authentic signature. Neither Contractor nor Customer or their affiliates will dispute the validity or authenticity of electronic signatures submitted to Julota by Customer or its affiliates, nor will Customer or its affiliates dispute the legal authority, validity or authenticity of those who sign with such electronic signatures to bind Customer and its affiliates. Electronic signatures by Customer and its affiliates, as well as signatures by either party transmitted by facsimile or electronically via PDF or similar file delivery method, shall have the same effect as an original signature.

17.13 Julota represents and affirms that the first paragraph of this Agreement accurately state the full legal name of Julota (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), and that the chief executive officer for Julota has the requisite authority to bind Julota with his/her signature.

18. Arvada's Information Technology Provisions. Contractor agrees to the provisions stated below:

18.1 Data confidentiality. Contractor shall keep confidential, and cause any subcontractors to keep confidential, all Arvada Records, unless those Arvada Records are publicly available. Contractor shall not, without prior written approval of Arvada, use, publish, copy, disclose to any third party, or permit the use by any third party of any Arvada Records, except as otherwise stated in the Agreement, permitted by law, or approved in writing by Arvada. Contractor shall immediately forward any request or demand for Arvada Records or Confidential Information to Arvada.

18.2 Data protection. Contractor shall, and shall cause its subcontractors, to meet all of the provisions below. For clarity, as used in this Section 18, a subcontractor does not include a hosting platform used by Julota to provide the Hosted Services (e.g. Microsoft Azure).

18.2.1. Provide physical and logistical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of the Agreement;

18.3 Access. Contractor shall not be required to provide, and Arvada shall not request, physical or system access to Contractor's facilities, systems, or personnel for the purpose of assessing Contractor's security posture. In lieu thereof, Arvada may submit written audit questions reasonably related to Contractor's processing or maintenance of Arvada Records, as defined in this Agreement. Contractor shall provide written responses to such inquiries within a reasonable timeframe. Disclosure by Contractor shall be strictly limited to information concerning Arvada Records. Under no circumstances shall Contractor be required to disclose or provide access to its data security safeguards, infrastructure, frameworks, or any other internal security or operational controls, including without limitation system configurations, security architectures, or vulnerability management processes. Julota may refuse to provide a response to a question that requires disclosure of the information described in the preceding sentence. The parties acknowledge that such restrictions are necessary in view of applicable CORA laws. In lieu of the foregoing obligations, at Arvada's option, Contractor may provide a copy of its SOC 2 attestation or any other obtained security certification, with Contractor redacting any sensitive information that it seeks to remain confidential.

18.4 Background checks. Contractor shall perform current background checks in a form reasonably acceptable to Arvada on all of its respective employees and agents having access to Arvada Records provided under the Agreement. A background check performed within 30 days prior to the date such employee or agent obtains access to Arvada Records shall be deemed to be current.

18.4.1. Upon request, Contractor will provide notice to Arvada's Project Owner(s) indicating that background checks have been performed. Such notice will inform Arvada of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.

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18.4.2. If Contractor will have access to Federal Tax Information under the Agreement, Contractor shall comply with the background check requirements defined in IRS Publication 1075.

18.5 Data handling.

18.5.1. Contractor may not maintain or forward Arvada Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of Arvada. Contractor may not maintain Arvada Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of Arvada.

18.5.2. Contractor shall not allow remote access to Arvada Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of Arvada. Contractor shall communicate any request regarding non-U.S. access to Arvada Records to the Arvada Project Owner, who will consult with Arvada's Chief Information Security Officer. Arvada shall have sole discretion to grant or deny any such request.

18.5.3. Upon request by Arvada made any time prior to 60 days following the termination of this Agreement for any reason or expiration, Contractor shall make available to the Arvada a complete download file of all Arvada data.

18.5.3.1. This download file shall be made available to Customer within ten days of Arvada's request, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all Arvada Records and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format.

18.5.3.2. Upon the termination or expiration, Contractor shall, as directed by the Arvada, return all Arvada Records provided by the Arvada to Contractor, and the copies thereof, to Arvada or destroy all such Arvada Records and certify to the Arvada that it has done so. If any legal obligation imposed upon Contractor prevents it from returning or destroying all or part of the Arvada Records provided by the Arvada to Contractor, Contractor shall guarantee the confidentiality of all Arvada Records provided by the State to Contractor and will not actively process such data anymore.

18.6 Compliance. In addition to the compliance obligations imposed by other provisions of this Agreement, each party shall comply with:

18.6.1. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to each party's role in obtaining data, authorizing Contractor to process data, and the performance under the Agreement.. Such obligations may arise from:

18.6.1.1. Health Information Portability and Accountability Act (HIPPA);

18.6.1.2. IRS Publication 1075;

18.6.1.3. Payment Card Industry Data Security Standard (PCI-DSS);

18.6.1.4. FBI Criminal Justice Information Service Security Addendum (provided to and conditioned upon Customer licensing from Julota the CJIS module);

18.6.1.5. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration.

18.7 Incident Notice and Remediation. If Contractor becomes aware of any Incident, Contractor shall notify Arvada within 48 hours of confirming the Incident and cooperate with Arvada regarding recovery, remediation, and the necessity to involve law enforcement, as determined by Arvada.

18.8 Audit rights. Contractor shall have the right, at any time during and throughout the term of the Agreement, but not more than once per calendar year, to request via written notice in accordance with the notice provisions of the Agreement that Arvada audit its use of and certify as to its compliance with any applicable license or use restrictions and limitations contained in the Agreement (an "Audit Request"). The Audit Request shall specify the time period to be covered by the audit, which shall not include any time periods covered by a previous audit. Arvada shall complete the audit and provide certification of its compliance to Contractor ("Audit Certification") within 120 days following

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Arvada's receipt of the Audit Request from Contractor.

18.8.1. If upon receipt of the Audit Certification, the Parties reasonably determine that: (i) the Arvada's use of licenses, use of software, use of programs, or any other use during the audit period exceeded the use restrictions and limitations contained in the Agreement ("Overuse") and (ii) Arvada would have been or is then required to purchase additional maintenance and/or services ("Maintenance"), Contractor shall provide written notice to Arvada in accordance with the notice provisions of the Agreement identifying any Overuse or required Maintenance and request that Arvada bring its use into compliance with such use restrictions and limitations within a reasonable period of time.

18.8.2. Warranty. Consultant warrants that it will not intentionally or through gross negligence introduce into the Hosted Services any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other unauthorized, similar function designed to damage the normal operation of Arvada's information technology resources.

18.8.3. Contractor shall provide, maintain, and support the Hosted Services in a workmanlike manner exercising the degree of care customary in the industry for a provider of similar services.

18.9 Digital accessibility compliance. Pursuant to C.R.S. §24-85-104, Contractor agrees to the following:

18.9.1. Contractor shall comply with the Accessibility Standards for an Individual with a Disability adopted by the Office of Information Technology pursuant to C.R.S. §24-85-103.

18.9.2. Contractor shall indemnify, hold harmless, and assume liability on behalf of Arvada, and Arvada's officers, employees, and agents, for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by Arvada in relation to Contractor's noncompliance with the Accessibility Standards for an Individual with a Disability adopted by the Office of Information Technology pursuant to C.R.S. §24-85-103.

18.9.3. Arvada may require that Contractor's compliance with Accessibility Standards for an Individual with a Disability adopted by the Office of Information Technology pursuant to C.R.S. §24-85-103 is determined and attested to by a qualified third party selected by Arvada.

19. **Partner Agencies as Customers.**

19.1 It is the Parties understanding that Arvada intends to create an Intergovernmental Agreement ("IGA") with other local municipalities or government agencies to create a regional information sharing system based on the Hosted Services.
19.2 An agency becomes a Partner Agency and a Customer under Section 1 of this Agreement for the purpose of receiving applicable services under an SOW provided the agency is an active party to the IGA and also signs an election agreement agreeing to all the terms of this Agreement, as if it were Arvada, excluding the payment obligations, audit rights, and any other legal terms specific to that agency.

19.3 Arvada agrees to:

19.3.1. Collect payment from any Partner Agency qualifying as a Customer under this Agreement. Arvada will, in turn, pay Julota directly for the total amount of the Agreement;

19.3.2 Obtain written consent from Julota to add an agency as a Partner Agency/Customer to this Agreement prior to including the agency in the IGA; and

19.3.3. Provide direct contact information for Julota to an agency that becomes a Partner Agency/Customer to this Agreement.

19.4 Julota's responsibilities

19.4.1. Provide services outlined in the Agreement, including any t SOW directly to Partner Agencies that become a Customer to this Agreement on an individualized basis;

19.4.2. Provide Arvada an itemized invoice that specifies costs for each individual Customer (itemized per customer) on an annual basis; and

19.4.3. Provide Arvada with a quote that shall be firm for the next annual term that is subject to renewal at least 65 days prior to the termination of the current term.

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20. Arvada's general terms and conditions. Julota agrees to the provisions in this Section.

20.1 Compliance with all laws. Each party shall comply with all applicable federal, and Colorado laws, rules, regulations, policies and procedures in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

20.2 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.

20.3 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 shall be void ab initio.

20.4 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 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.

20.5 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.

20.6 Reserved.

20.7 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 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.

20.8 Contractor may use service providers without the written approval of Arvada, where such service providers provide services to the Hosted Services as a whole or are integrated into the Hosted Services.

20.9 Reserved.

20.10 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. The foregoing does not apply to Arvada's contractual obligations under the Agreement.

20.11 Taxes. Arvada shall not be liable for the payment of any excise, sales, or use taxes. Arvada is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-01789). Contractor shall not invoice Arvada for any state, federal or local taxes. Upon written notification by Arvada, Contractor shall reimburse Arvada in a timely manner for any taxes erroneously paid by Arvada.

20.12 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).

Each party hereto has caused this Agreement to be executed by its authorized representative with effect from the Effective Date.

Julota®

Julota® SaaS Agreement

Julota, Inc.

By:

Name: Scott A. Cravens

Title: CEO

Date Signed: 2/12/2026

City of Arvada, ("Customer")

By: Edward Brady

Name: Edward Brady

Title: Chief of Police

Date Signed: 2/13/2026

CITY OF ARVADA SEAL COLORADO

ATTEST:

Kristen R. Rush

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: Laura Hemler

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EXHIBIT A

Statement of Work No. 1

Service and Fees

This Statement of Work No. 1 ("SOW") is entered as of the Effective Date by and between Julota, Inc. ("Julota") and the City of Arvada ("Customer"). Except as otherwise specifically provided herein, the terms and conditions of the Agreement between Julota and Customer are incorporated herein by reference. Any capitalized term used but not defined in this SOW shall have the meaning first assigned to it in the Agreement.

A. Term:

The term of this SOW is set forth in Appendix 1 to this SOW.

B. License and Deliverables:

1. Services: Julota will license to Customer access to a web-based and mobile integrated software for tracking services provided to Help Seekers on the Platform, which is called "Julota Reach." Customer and its authorized users may access the Services for the purpose of providing long-term Health Seeker contact, tracking, monitoring and care. Customer will, through the administration panel of Julota Reach, create and authorize new authorized users. Julota Reach software will allow Customer and its authorized users to communicate action steps necessary to integrate and coordinate the care of Help Seekers.
2. Authorized users: Authorized users may be individuals from Customer's organization or Care Teams and their employees. Customer may authorize an unlimited number of authorized users to access Julota Reach through Customer's license.
3. Usage and Storage: The amount of usage of the Hosted Services (not including enrollments) and data storage is unlimited.
4. Excess Hosted Service Usage Fee: $0
5. Service Levels: Julota will provide general support for Julota Reach as provided for in the SLA attached as Exhibit "B" to the Agreement.

C. Fees and Expenses:

1. Fees and expenses will be as provided in Appendix 1 to this Statement of Work.
2. **Payment:** All payments are due by 30 days from the date on the invoice. Payments should be made via ACH or wire. Please contact us for ACH/wire instructions. If ACH is unavailable, payment via check made payable to Julota will be accepted at the following address:

Julota, Inc.
Attention: Accounting Department
327 Inverness Dr. South, Ste 101
Englewood, CO 80112

Julota may change the payment method provided it does so in writing to Customer and verifies with Customer by an alternate communication method that confirms the authenticity of the change request.

D. Schedule:

Upon execution of the Agreement and this SOW, provided the fee for the Initial Term is paid upon execution of this SOW, Julota will commence the planning and execution of the Services with the intent of launching the Services for Customer during the initial onboarding by the Parties.

E. Service Changes:

Julota reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to:

1. maintain or enhance (i) the quality or delivery of the Services for its customers, (ii) the competitive strength of or market for Julota's services, or (iii) the cost efficiency or performance of the Services; or
2. to comply with applicable Law.

Notwithstanding the foregoing, in no event will such Julota initiated changes result in increased cost to Customer or decreased performance of the Hosted Services (not including downtime related to maintenance) during the term of this SOW.

Customer understands that daily and weekly Julota initiated changes may occur without advance notice and such changes are for the purpose of bug fixes and minor improvements.

During the term of this SOW, Julota shall provide to Customer at no additional charge the following:

1. any and all changes that it develops with respect to the Services, unless such changes are considered optional to the Customer and bear additional costs to Julota outside of costs for Julota initiated implementation and development;
2. any and all changes required by federal or state governmental, or professional regulatory mandates related to the Customer's use of the Services; and
3. the Documentation associated with any changes.

Without limiting the foregoing, Customer may, at any time during the Term, request in writing changes to the Services. The Parties shall evaluate the requested changes and, if agreed, implement all such requested changes in accordance with a mutually agreed change order. No requested changes will be effective unless and until memorialized in a written change order signed by both Parties.

F. Subcontractors:

Julota may from time to time in its discretion engage third parties to perform Services of a service provider for the provision of services provided through the Hosted Services (each, a "Subcontractor")

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G. **On-Site Resources**:

Any Julota personnel visiting Customer's facilities shall comply with all applicable Customer policies regarding access to, use of, and conduct within such facilities. Customer will provide copies of such policies to Julota upon request.

H. **Customer Acknowledgments:**

Customer shall be responsible for purchasing, acquiring and installing all hardware associated with the Agreement and this SOW. Customer shall also be responsible for all training. Julota will only provide training if specified in a SOW. Julota has no responsibility related to any of the hardware, including, but not limited to, in-store hardware (iPads, cables, cases, etc.). Julota may advise Customer regarding proper deployment of Services, but such advice is without warranty and provided "As Is".

I. **Definitions:**

1. "Dataset Migration" is the process of selecting, preparing, extracting, and transforming data from one computer storage system to another."
2. "Monthly Active Client(s)" is a Help Seeker whose name has been added to the Hosted Services, through Customer's subscription to the Services, for a service, encounter or enrollment for a particular month.

Each party hereto has caused this Statement of Work to be executed by its authorized representative as of the Effective Date.

Julota, Inc.	**City of Arvada, ("Customer")**
By:	By:
Name: Scott A. Cravens	Name: Edward Brady
Title: CEO	Title: Chief of Police
Date Signed: 2/12/2026	Date Signed: 2/13/2026

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Appendix 1 to the Statement of Work No. 1

This Appendix 1 to the Statement of Work No. 1 ("Appendix"), except as otherwise specifically provided herein, incorporates by reference the terms of the Agreement and the SOW. Any capitalized term used but not defined in this Appendix shall have the meaning first assigned to it in the SOW and, to the extent not defined in the SOW, then the meaning assigned to it in the Agreement.

The terms for Julota will provide the Services according to the following:

1. Term: The "Term" of the SOW shall be for one (1) year from the Effective Date (the "Initial Term"), unless earlier terminated in accordance with the Agreement. Following the initial Term, this SOW shall renew for up to four successive twelve (12)-month periods unless either party provides written termination notice 60 days prior to the end of Term.
2. Fees (the following fees do not include applicable taxes):

Name	Units	Price per Unit	Subtotal
One Time Fee Schedule			
Implementation Package Per Hub Includes: • Workflow understanding and guidance • 1 PDF Workflow Training Documents • 7 Days of Premium Launch Support • 2 Custom Form (up to 30 fields)	1	$4,450.00	$4,450.00
Simple 1-Way Interface Implementation AFPD's ePCR - ESO	1	$1,400.00	$1,400.00
Complex 1-Way Interface Implementation	1	$3,640.00	$3,640.00
Migration using Julota Template	1	$2,800.00	$2,800.00
			$12,290.00
Recurring Annual Fees Schedule (non-refundable)			
Julota Base Platform License Includes basic reports and data extractions Population Covered - City of Arvada, the northern portion of the City of Wheatridge, the community of Fairmount, and portions of Jefferson county - 145,000 lives And the City of Golden - 19,569 lives	1	$13,100.00	$13,100.00

Total lives covered - 164,569 lives			
Standard Hubs APD	1	$4,000.00	$4,000.00
Services STAR CORE Golden CORE	3	$650.00	$1,950.00
Simple 1-Way Interface Maintenance AFPD's ePCR - ESO	1	$1,400.00	$1,400.00
Complex 1-Way Interface Maintenance Arvada and Golden PD's RMS - Niche	1	$2,800.00	$2,800.00
Annualized Monthly Active Clients	510	$5.35	$2,728.50
Forms Module	1	$1,000.00	$1,000.00
Assessments Module	1	$1,000.00	$1,000.00
Facesheet Module	1	$1,000.00	$1,000.00
Protocol Module	1	$1,000.00	$1,000.00
Clinical Module	1	$1,000.00	$1,000.00
			$30,978.50
Support Services			
Yearly Julota Essential Support Services • Support for ongoing configuration to platform • Help Desk access via web portal and email • Critical outage response within 1 hour on any business day or 2 hours for any non-business day • 1 video Training session (recorded) included	1	$5,600.00	$5,600.00
			$5,600.00

Subtotal **$48,868.50**

Champion Discount	**-$6,000.00**
Total	**$42,868.50**

3. For the completion of the Dataset Migration, Customer is responsible for providing its “data dictionary,” which provides the name of the data fields in the old system, the definition of each data field, and the name of the field it is being moved to on Julota’s system.

4. If Customer exceeds the estimated number of Monthly Active Clients during a year, it will not be charged for additional Monthly Active Clients, but Julota reserves the right to adjust the fee for Monthly Active Clients in the following year.

5. At the end of the Initial Term and each Renewal Term, Julota may increase the charges set forth in this SOW upon providing Customer with notice of the price increase at least ninety (90) days prior to the end of the current term. The price increase shall not exceed the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, Other Services, for the most recently published twelve months published by the U.S. Department of Labor, Bureau of Labor Statistics plus two points. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the upcoming term. Increases may only take place at the time of renewal to include subscription, SOW, pricing, etc.

6. Additional services listed above may be purchased at any time by Customer by providing written notice to Julota requesting the additional services. The rates set forth above in the “Recurring Annual Fees Schedule” are valid if ordered during the Term for Non-Recurring Term subscriptions and during the Initial Term for Auto-Renew Term subscriptions. Thereafter, the rates will be at the then current rates set by Julota. Likewise, Customer may elect to not renew certain additional services but keep others upon giving 60 days notice of non-renewal pursuant to Section 1.

7. The fees in the “Recurring Annual Fees Schedule” are based upon anticipated usage for the first year of the Term and then based on anticipated or actual usage for any additional years following the first year of the Term.

8. No Data Warehouse services are being provided to Customer, unless provided for in another SOW.

Each party hereto approves of an accepts the terms of this Appendix.

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Julota, Inc.

By:

Name: Scott A. Cravens

Title: CEO

Date Signed: 2/12/2026

City of Arvada, ("Customer")

By:

Name: Edward Brady

Title: Chief of Police

Date Signed: 2/13/2026

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Julota® SaaS Agreement

EXHIBIT B

Service Level Agreement

In performing the Services for Customer, Julota's level of performance shall be at least equal to or exceed the Service Levels set forth in this Service Level Agreement (this "SLA") at all times during the Term of the applicable Statement of Work.

A. Definitions. Unless otherwise defined in this Addendum, the capitalized terms in this Addendum have the following meaning. Defined terms that are not defined in this Addendum will have the same meaning as in the Agreement.

1. "**Authorized User**" is a person who has been granted authority to use the Services by the Customer Representative.
2. "**Availability**" means that the Services are readily available to Customer and operating without material Error, excluding any Outages and "Low" level incidents (defined below).
3. "**Customer Representative**" means the single person that Customer has designated in writing to Julota to be its Customer Representative. Customer may change the Customer Representative by written notice to Julota. Only one person may be designated as Customer Representative at any time. In addition to the authority designated in this Addendum, the Customer Representative is awarded all rights designated to Authorized Users (e.g., the ability to contact the Support Desk). Only the Authorized Users may contact the Support Desk.
4. **"Emergency Maintenance"** means the downtime required by Julota for upgrading or maintaining the Services; provided, that Julota has given Customer at least twenty-four hours prior written notice of such downtime, provided that Emergency Maintenance does not exceed five (5) hours per month, and provided that Emergency Maintenance does not occur more than six (6) times per year.
5. "**Failure**" means any failure of Julota to meet a Service Level requirement; but excludes those failures attributable to a Force Majeure event.
6. "**Monthly Availability Percentage**" means the amount equal to the total number of minutes (multiply the number of calendar days in any given month by the product of 24 times 60) in the applicable calendar month, minus the total Outage time for that month, then divided by the total number of minutes.
7. "**Outage**" means the period (measured in minutes) that the Services are not readily available to Customer and/or are operating with material Error; but shall not include: (i) Scheduled Downtime (which will not exceed ten (10) hours in aggregate per month); (ii) emergency maintenance activities which will not exceed five (5) hours per month; (iii) periods of unavailability attributable to Customer's negligent acts or omissions; or (iv) Customer's failure to timely respond to Julota in connection with the resolution of any Problem.
8. **"Regular Release"** means releases of minor product updates for upgrading or maintaining the Services; provided that there shall be no more than two regular releases per week and downtime for these weekly releases does not exceed sixty (60) minutes for each release.
9. "**Scheduled Downtime**" means the downtime required by Julota for upgrading or maintaining the Services; provided, that (i) such downtime occurs between the hours of 22:00 MT USA and 5:00 MT USA (or such other hours that Customer has previously and specifically approved in writing); and (ii) Julota has provided five (5) business days prior written notice of such downtime. This may also be referred to as "Scheduled Maintenance". (iii) not to exceed 10 hours each month.
10. **"Support Desk"** is a resource that provides administrative support and technical support to Authorized Users.

B. Technical Support.

1. Contact Methods. Julota will make available to the Authorized Users two means of contacting the Support Desk: an email ("Support Email") and Web Portal.

    1. 1. Email Support: Julota-Support@julota.com

    2. 2. Web Portal: http://support.julota.com

2. User Support Hours. Unless otherwise stated, standard user support hours are Monday – Friday from 8 AM to 5 PM Mountain time with the exception of state and Federal holidays. In the event calls or emails are received outside of User Support Hours, Julota will address the Authorized User's query during User Support Hours with the exception of Critical events (as discussed below).

3. Technical support will be limited to the permissions of the Authorized User, which will be determined by the Customer Representative pursuant to the "Protocol Authorization Form," a sample of which is attached as "Annex A" in blank format. The permissions will be defined in the Protocol Authorization Form. The Protocol Authorization Form will set forth the Authorized User's permissions granted to him or her.

4. At the time that the Authorized User contacts the Support Desk, the Authorized Users permissions will be verified in order to determine the scope of support that may be granted. If an Authorized User does not have sufficient permissions (e.g., they are attempting to report an issue for an area that they do not have the authority to access, the event will be deemed unreported).

C. Severity Levels and Response Times. The following are a description of the service levels and the service level response times:

1. **Critical.** An incident with a severity level of "Critical" is defined as one that produces an emergency situation (e.g., system down) in which the Services are substantially or completely non-functional or inoperable. In the event of a Critical incident, the Authorized User shall contact the Support Desk to report the problem. If the reported event is Critical and outside of User Support Hours, the Authorized User shall contact the Support Desk via the hotline, which is monitored 24x7x365, excluding State and Federal holidays. The Support Desk will contact the Authorized User, who reported the incident within four (4) hours to diagnose and begin remediation of the event and will use commercially reasonable efforts to resolve the event as soon as is reasonably possible under the circumstances. Any Authorized User may contact the support desk to report a Critical incident, even if the issue in question relates to a portion of Julota that is not under the purview of the Authorized User's permissions. In this case, the Support Desk will take the report of the issue, but will not contact the reporting user with resolution, but instead, will contact the Customer Representative to report resolution.

2. **High.** An incident with a severity level of "High" is defined as one that produces a detrimental situation in which the Services are usable, but materially incomplete; performance (response time) of the Services is degraded substantially such that there is a severe impact on use under reasonable loads; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted. If the reported event is a High severity, the Support Desk will contact the Authorized User who reported the event within eight (8) User Support Hours to diagnose and begin remediation of the event, and will use commercially reasonable efforts to resolve the event with five (5) business days. Any authorized user may contact the support desk to report any issue, even if the issue in question relates to a portion of Julota that is not under the purview of the authorized user's permissions. Notwithstanding the foregoing, if the Authorized User that reported the event is not under the purview of the Authorized User's permissions, the Support Desk will take the report of the issue, but will not contact the reporting user with resolution, but instead, will contact the Customer Representative to report resolution.

3. **Low.** An incident with severity level of "Low" is defined as one that produces an inconvenient situation in which the Services are usable but do not provide a function in the most convenient or expeditious manner and the Authorized User suffers little or no significant impact. If the reported event is Low severity, Julota will attempt to resolve the event in a commercially reasonable manner in future maintenance releases. Only the Authorized User may contact the support desk to report the issue.

	Essential Services	Premium Services	Elite Services
Coverage	Business Hours	Business Hours	24/7
Response Time			
Critical	4 hours via hotline	2 hours via hotline	1 hour via hotline
High	2 business days via email or web portal	1 business day via email or web portal	1/2 day via email or web portal
Low	3 business days via email or web portal	1 business day via email or web portal	1 business day via email or web portal

D. Availability and Responsiveness Customer

1. **Monthly Availability Percentage**. Julota shall maintain Availability of the hosting Services in accordance with at least the following Monthly Availability Percentage (as defined in this **Exhibit B** below):

Monthly Availability Percentage		
Essential Services	**Premium Services**	**Elite Services**
99%	99.9%	99.95%

2. **Failure to meet Monthly Availability Percentage**. In the event of a Failure by Julota to meet the Monthly Availability Percentage set forth above in any calendar month during the Term, Julota shall issue Customer a service credit (**"Service Credit**") as follows:

Monthly Availability Percentage				
Performance Level	**Essential**	**Premium**	**Elite**	**Service Credit**
1	Between 94% and 98.9%	Between 96% and 99.8%	Between 97% and 99.98%	2% of the monthly subscription fees paid in the month preceding the Failure.
2	Between 92% and 93.99%	Between 94% and 95.99%	Between 95% and 96.99%	3% of the monthly subscription fees paid in the month preceding the Failure.

3	Less than 92%	Less than 94%	Less than 95%	5% of the monthly subscription fees paid in the month preceding the Failure.

Customer shall have the right to immediately terminate this Agreement upon written notice to Julota if a) the Monthly Availability Percentage falls below 85% for one calendar month, or b) the Monthly Availability Percentage falls below 94.99% for two consecutive calendar months, or c) if the Monthly Availability Percentage falls below 94.99% for five or more calendar months per calendar year.

E. Plan Coverage

Coverage	Basic Services	Premium Services	Elite Services
Help Desk via Email/Portal Support (standard support hours)	X	X	X
Email Access via Email/Portal Support (standard support hours)	X	X	X
Training (one on one training: maximum 4 hours/month)			X
Post Implementation Development	X ($250/hour)	X ($200/hour)	X ($150/hour)
Telephone support from 8:00 am – 5:00 pm (Mountain time zone)		X	
Telephone support—24/7 dedicated phone line for all hub users.			X
Travel—if training not provided virtually			X (charged at cost)
10 Trusted Partners engaged, trained, on boarded, and supported once contract provided per year.			X

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EXHIBIT C

Customer Trademark Guidelines

Julota ® Is a registered trademark of TouchPhrase Development, LLC, now Julota, Inc.

Connecting Your Community ® Is a registered trademark of TouchPhrase Development, LLC, now Julota, inc.

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EXHIBIT D

HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement ("Agreement") is entered into and effective on the date on which the last of the parties executes this Agreement ("Effective Date") by and between the City of Arvada ("Arvada") and Julota, Inc. ("Business Associate"). "Customer" is defined in Section 1 of the Agreement.

WHEREAS, Customer is subject to the "HIPAA Rules," which for purposes of this Agreement shall include the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended; and

WHEREAS, Business Associate may maintain, transmit, create or receive Protected Health Information ("PHI") of individuals in the course of providing services to Customer. A description of the services that Business Associate will perform for a Customer is set forth in the SaaS Agreement entered into between the parties.

THE PARTIES THEREFORE AGREE TO THE FOLLOWING:

1. Definitions

Terms used, but not otherwise defined, in this Agreement, shall have the same meaning as those terms as defined in the HIPAA Rules. The parties recognize that electronic PHI is a subset of PHI, all references to PHI in this Agreement shall include electronic PHI.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement and to comply with the HIPAA Security Rule (Subpart C of 45 CFR Part 164).

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effects that are known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

(d) Business Associate agrees to report to Customer any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware, including a Breach of Unsecured PHI as required by 45 CFR 164.410.

(e) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 45 CFR 164.308(b)(2) to ensure that any individual or entity that subcontracts with Business Associate to create, receive, maintain or transmit PHI received from, or created or received by Business Associate on behalf of Company agrees to the same restrictions and conditions that apply through the HIPAA Rules and this Agreement to Business Associate with respect to such information.

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(f) To the extent that Business Associate maintains a designated record set on behalf of Customer, Business Associate agrees to provide access, at the request of Customer, as necessary to allow Customer to meet the requirements under 45 CFR 164.524.

(g) To the extent that Business Associate maintains a designated record set on behalf of Customer, Business Associate agrees to make any amendment(s) to PHI that the Customer directs as necessary for compliance with 45 CFR 164.526.

(h) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Customer available to the Customer, or at the request of the Customer to the Secretary, within a reasonable time of such request for purposes of the Secretary determining Customer's compliance with the HIPAA Rules.

(i) If Business Associate is required to make a disclosure of information because of a legal requirement, it will track such a disclosure and will provide information to Customer that would be necessary for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(j) Business Associate agrees that it will use or disclose only the minimal amount of PHI necessary to accomplish the intended purpose.

(k) Business Associate agrees to alert Customer of any Security Incident of which it becomes aware.

(l) To the extent Business Associate is to carry out one of Customer’s obligations under the Privacy Rule, Business Associate agrees to comply with the requirements of the HIPAA Rules that apply to Customer in the performance of such obligation.

3. Permitted Uses and Disclosures by Business Associate

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Customer as requested by Customer provided that such use or disclosure would not violate the HIPAA Rules if done by Customer.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Customer as permitted by 45 CFR 164.504(e)(2)(i)(B).

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(d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

4. Obligations of Customer

(a) Customer shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Customer shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Customer shall notify Business Associate of any restriction to the use or disclosure of PHI that Customer has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Permissible Requests by Customer

Except as otherwise permitted by this Agreement, Customer shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Customer.

6. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the Effective Date and shall continue in full force and effect until termination as set forth below.

(b) Termination. This Agreement may be terminated as set forth in the Software as a Service Agreement. In the event of termination or expiration of this Agreement, to the extent feasible, Business Associate will return or destroy all PHI received from Customer.

(c) Continued Safeguard of Information**.** Depending on the nature of Business Associate's Services, the parties may mutually agree that immediate return or destruction of the information is infeasible. Under such circumstances, Business Associate will extend the protections of this Agreement for as long as the information is maintained and will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. When the information is no longer needed by Business Associate, the information will be returned or destroyed. The Business Associate's obligations to continue to safeguard PHI shall survive the termination of the Agreement.

7. Miscellaneous

(a) No Third-Party Beneficiary Rights. Nothing express or implied in this Agreement is intended to give, nor shall anything herein give any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

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(b) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

(c) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Customer to comply with the HIPAA Rules.

CUSTOMER

By: Edward Brady

Name: Edward Brady

Title: Chief of Police

Date Signed: 2/13/2026

BUSINESS ASSOCIATE

By: Scott A. Cravens

Name: Scott A. Cravens

Title: CEO

Date Signed: 2/12/2026

Section 82-61 (Contracting Authority) of the Arvada City Code as passed by the Arvada City Council pursuant to Council Bill No. CB25-028; Ordinance No. 4914 on December 16, 2025

"**Sec. 82-62. Authority to approve, modify, and terminate contracts.**

(a) *Approval; modification*. The authority to approve or modify a contract is set forth in the table below. The table shall be read left to right.

TABLE 82-62(a)
CONTRACT AND PURCHASE ORDER APPROVAL
AND MODIFICATION AUTHORITY

Amount/nature of the contract or purchase order at initial approval?	**Who may approve the contract or purchase order at the initial approval?**	**Who may approve a single monetary modification, or aggregated monetary modifications, to the contract or purchase order?**
No cost procurements and any contract or purchase order up to and including $149,999.99	A work system director, a work system deputy director, the city engineer, and the water treatment manager.	Single monetary modification or aggregated monetary modifications up to and including $149,999.99: A work system director, a work system deputy director, the city engineer, and the water treatment manager.
		Single monetary modification or aggregated monetary modifications between $150,000.00 and $199,999.99: A work system director.
		Single monetary modification or aggregated monetary modifications between $200,000.00 and $299,999.99: A deputy city manager.
		Single monetary modification or aggregated monetary modifications

		between $300,000.00 and $499,999.99: The city manager.
		Single monetary modification or aggregated monetary modifications of $500,000.00 or more: The city council.
$150,000.00 up to and including $199,999.99	A work system director.	Single monetary modification or aggregated monetary modifications up to and including $149,999.99: A work system director, a work system deputy director, the city engineer, and the water treatment manager.
		Single monetary modification or aggregated monetary modifications between $150,000.00 to $199,999.99: A work system director.
		Single monetary modification or aggregated monetary modifications between $200,000.00 and $299,999.99: A deputy city manager.
		Single monetary modification or aggregated monetary modifications between $300,000.00 and $499,999.99: The city manager.
		Single monetary modification or aggregated monetary modifications of $500,000.00 or more:

		The city council.
$200,000.00 up to and including $299,999.99	A deputy city manager.	Single monetary modification or aggregated monetary modifications up to and including $149,999.99: A work system director, a work system deputy director, the city engineer, and the water treatment manager.
		Single monetary modification or aggregated monetary modifications between $150,000.00 and $199,999.99: A work system director.
		Single monetary modification or aggregated monetary modifications between $200,000.00 and $299,999.99: A deputy city manager.
		Single monetary modification or aggregated monetary modifications between $300,000.00 and $499,999.99: The city manager.
		Single monetary modification or aggregated monetary modifications of $500,000.00 or more: The city council.
$300,000.00 up to and including $499,999.99	The city manager.	Single monetary modification or aggregated monetary modifications up to and including $149,999.99:

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		A work system director, a work system deputy director, the city engineer, and the water treatment manager.
		Single monetary modification or aggregated monetary modifications between $150,000.00 and $199,999.99: A work system director.
		Single monetary modification or aggregated monetary modifications between $200,000.00 and $299,999.99: A deputy city manager.
		Single monetary modification or aggregated monetary modifications between $300,000.00 and $499,999.99: The city manager.
		Single monetary modification or aggregated monetary modifications of $500,000.00 or more: The city council.
$500,000.00 or more for non-capital improvements; or $500,000.00 up to and including $2,499,999.99 for capital improvements	The city council by resolution.	Single monetary modification or aggregated monetary modifications up to and including $149,999.99: A work system director, a work system deputy director, the city engineer, and the water treatment manager.
		Single monetary modification or aggregated monetary modifications between $150,000.00 to $199,999.99:

		A work system director.
		Single monetary modification or aggregated monetary modifications between $200,000.00 and $299,999.99: A deputy city manager.
		Single monetary modification or aggregated monetary modifications between $300,000.00 and $499,999.99: The city manager.
		Single monetary modification or aggregated monetary modifications of $500,000.00 or more: The city council.
$2,500,000.00 or more for capital improvements	The city council by resolution.	Single monetary modification or aggregated monetary modifications totaling up to and including 20% of the total contract amount: The city manager.
		Single monetary modification or aggregated monetary modifications totaling more than 20% of the total contract amount: The city council.

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Unbudgeted purchases up to and including $49,999.99	A work system director.	Of $50,000.00 or more: The city council. Once approved by city council, the authority to approve a monetary modification or aggregated modifications will be determined by the amount of the modified contract or purchase order as set forth in this table.
Unbudgeted purchases of $50,000.00 or more	The city council by resolution.	Once approved by city council, the authority to approve a monetary modification or aggregated modifications will be determined by the amount of the modified contract or purchase order as set forth in this table.
Emergency contracts of any amount	The city manager.	The city manager.

(b) Calculation of contract amount for purposes of initial approval or modification as set forth in Table 82-62(a).

(1) *Initial approval.* In the case of a multi-year contract which the city may terminate at or within one year of the beginning of the initial term of the contract, the amount of the first year of the contract will be used to determine who is authorized to approve the contract. Otherwise, the total amount of the contract will determine who may approve the contract.

(2) *Monetary modification.*

i. For the purpose of determining who may approve a single or aggregated monetary modification, monetary modifications will be aggregated during the term of the contract, including any renewal terms. The initial amount of the contract is not added to the amount of the monetary modification.

ii. If the city council approves a single or aggregated monetary modification during the term of a contract, the approval authority for a monetary modification occurring after that city council approval shall be determined solely on the amount of the subsequent modification. The subsequent modification shall not be aggregated with any monetary modification that occurred before the city council's approval.

Example: This hypothetical example illustrates how subsection (2)(ii) should be applied. The initial contract amount in this hypothetical example is $250,000.00, but this process

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applies to a contract of any amount for non-capital improvements. Modifications to capital improvement contracts over $2,500,000.00 are as shown in Table 82-62(a) above.

The initial term of the contract in the hypothetical example is for one year with four renewal periods. The initial contract is approved by a deputy city manager.

During the first year of the contract, the contractor seeks approval of a monetary modification of $250,000.00. This modification may be approved by the deputy city manager (the initial contract amount is not considered).

The contractor then seeks approval of a second modification of $100,000.00. This modification brings the total amount of the modifications to $350,000.00. This modification may be approved by the city manager.

During the third year of the contract, the contractor seeks approval of a third modification of $200,000.00. This modification brings the total amount of the modifications to $550,000.00. This modification must be approved by the city council. Following city council's approval, the aggregated monetary modification amount "reset" to $0.00, as noted in subsection (2)(ii) above.

During the fourth year of the contract, the contractor seeks approval of a fourth modification of $250,000.00. Because of the reset provision noted above, the total amount of the modifications is now considered to be $250,000.00. This modification may be approved by the deputy city manager.

(3) *No cost modification.* Notwithstanding the contract amount or initial approver, a work system director, a work system deputy director, the city engineer, or the water treatment manager may approve a no-cost modification. A no-cost modification means a modification that either reduces or does not increase the total amount of compensation due under the contract.

(c) *Termination of a contract.* Except as set forth in subsection (f) of this section, only the city manager may terminate a contract. For purposes of this subsection (c), termination shall not include a non-renewal. The city manager or initial approver may authorize a non-renewal.

(d) *Dividing a contract.* No purchase permitted by this Ordinance shall be divided for the purpose of circumventing the requirements of this section. This includes modifying contracts that would result in circumvention of the requirements of this section.

(e) *City attorney approval required.* Except for purchase orders, the city attorney must approve all contracts as to form. This includes contracts otherwise excepted from the provisions of this chapter under section 82-3.

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(f) *Special counsel contracts.* The city attorney has the authority of a director to approve and modify contracts. The city council authorizes the city attorney to enter into contracts for compensation to outside or special counsel, investigators, and consultants and also gives approval for these contracts up to the monetary limit set forth for directors in Table 82-62(a). Contracts for special or outside counsel that exceed this limit shall be submitted by the city attorney to city council for approval by whatever means the city council deems appropriate. The city attorney may terminate a contract with outside or special counsel, with an investigator, or with a consultant."

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.B.2.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: R26-041, A Resolution Authorizing Contract Amendment #7 to a State of Colorado Behavioral Health Administration Contract #23 IBEH 174364 to Provide Grant Funding to the City for the Arvada Police Department CO-Responder Program (Presenter:: Padraic Emerine, Sr. Asst. City Attorney)

Report in Brief

PRESENTER: Padraic Emerine, Sr. Asst. City Attorney

The Arvada Police Department (APD) Co-Responder Program ("Program") receives grant funding from the State of Colorado Behavioral Health Administration (BHA) under the terms of an intergovernmental agreement #23 IBEH 174364 (the "Agreement"). The BHA updates the grant amount to the Program on an annual basis, and makes technical changes to the Agreement from time to time.

This Amendment #7 increases the grant funding from $339,000.00 to $350,000.00 for the 2027 fiscal year, and extends the original Agreement through the 2027 fiscal year. This Amendment also updates the terms in the "Statement of Work" section of the Original Agreement.

The Arvada team recommends that the City Council approve R26-041, A Resolution Authorizing Contract Amendment #7 to a State of Colorado Behavioral Health Administration Contract #23 IBEH 174364 to Provide Grant Funding to the City for the Arvada Police Department CO-Responder Program.

Financial Impact

Approval of this amendment will have a positive financial impact by ensuring that the APD Co-Responder Program continues to receive this grant funding.

Background

The APD regularly responds to persons in crisis related to mental health and/or substance abuse issues. To meet the need for assistance with behavioral health crisis management, APD has established a Co-Responder Program. APD Co-Responders are civilian mental health clinicians who are available to respond to provide consultation with officers, make linkages with citizens and ongoing mental health services, and to assist with on-scene assessment and emergency mental health holds.

The Co-Responder program receives significant annual grant funding from the State of Colorado Behavioral Health Administration.

Discussion

The State amends the grant funding amount to Arvada on an annual basis. In addition, the State occasionally amends its grant agreements with non-substantive changes to agreement exhibits to facilitate its internal requirements and processes.

Amendment #7 provides for the total budget in the form of grant funding for the 2027 fiscal year.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

This Amendment support funding for the ongoing operation of the APD Co-Responder program, thus aligning with APD goals to effectively respond to community members in crisis.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R26-041, A Resolution Authorizing Contract Amendment #7 to State of Colorado Behavioral Health Administration Contract #23 IBEH 174364 to Provide Grant Funding to the City for the Arvada Police Department CO-Responder Program

Suggested Motion:

I move that R26-041, A Resolution Authorizing Contract Amendment #7 to State of Colorado Behaviral Health Administration Contract #23 IBEH 174364 to Provide Grant Funding to the City for the Arvada Police Department CO-Responder Program, be (approved) (rejected).

Prepared by:
Padraic Emerine, Assistant City Attorney I

Reviewed by:

Approved by:

Padraic Emerine, Assistant City Attorney I	04/27/2026
Edward Brady, Police Chief	04/27/2026
Rachel Morris, City Attorney	05/06/2026
Don Wick, City Manager	05/08/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-041

A RESOLUTION AUTHORIZING CONTRACT AMENDMENT #7 TO A STATE OF COLORADO BEHAVIORAL HEALTH ADMINISTRATION CONTRACT #23 IBEH 174364 TO PROVIDE GRANT FUNDING TO THE CITY FOR THE ARVADA POLICE DEPARTMENT CO-RESPONDER PROGRAM

WHEREAS, the State of Colorado ("State") and the City of Arvada ("Arvada") previously entered into a State of Colorado Behavioral Health Administration Contract #23 IBEH 174364 to provide grant funding in the amount of $250,000.00 for the Arvada Police Department Co-Responder Program, dated June 2, 2022 ("Co-Responder Agreement"); and

WHEREAS, the Co-Responder Agreement was amended by Amendment #1 to increase the budgeted grant amount to Arvada from $250,000.00 to $310,000.00 for the 2023-2024 State fiscal year, and to update certain exhibits; and

WHEREAS, the Co-Responder Agreement was amended by Amendment #2 to increase the budgeted grant amount to Arvada from $310,000.00 to $345,000.00, also for the 2023-2024 State fiscal year; and

WHEREAS, the Co-Responder Agreement was amended by Amendment #3 for the 2024-2025 State fiscal year to increase the budgeted grant amount to Arvada from $345,000.00 to $347,000.00, and to update certain exhibits; and

WHEREAS, the Co-Responder Agreement was amended with Amendment #4 to replace its Exhibit B-3 with Exhibit B-4, and with Amendment #5 to decrease the budgeted grant amount to Arvada for the 2025-2026 State fiscal year from $347,000.00 to $339,000.00; and

WHEREAS, the Co-Responder Agreement was Amendment #6 to update the City of Arvada's technology vendor to reflect "Julota"; and

WHEREAS, the State and Arvada now wish to amend the Co-Responder Agreement with Amendment #7 to reflect the annual grant funding for the 2027 fiscal year in the amount of $350,000.00 and update certain exhibits, and

WHEREAS, it is to the mutual benefit of the State and Arvada, and the residents of each, to continue the Co-Responder Agreement as amended.

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, Contract Amendment #7 to a State of Colorado Behavioral Health Administration Contract #23 IBEH 174364, to provide grant funding for the Arvada Police Department Co-Responder Program, which are 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 19th day of May 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

Contract Amendment #7

Signature and Cover Page

State Agency
Colorado Department of Human Services
Behavioral Health Administration

Contractor
City of Arvada for the use and benefit of the Arvada Police Department

Current Contract Maximum Amount

Initial Term

State Fiscal Year 2023	$250,000.00

Extension Terms

State Fiscal Year 2024	$345,000.00
State Fiscal Year 2025	$347,000.00
State Fiscal Year 2026	$339,000.00
State Fiscal Year 2027	$350,000.00
Total for All State Fiscal Years	$1,631,000.00

Original Contract Number
23 IBEH 174364

Amendment Contract Number
27 IBEH 204123

Contract Performance Beginning Date
July 1, 2022

Current Contract Expiration Date
June 30, 2027

Signature page begins on next page.

The Parties Hereto Have Executed This Amendment
Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

Contractor	**State of Colorado**
City of Arvada for the use and benefit of the Arvada Police Department	Jared S. Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director
By: Edward Brady, Chief of Police	By:
Date: _____	Date: _____

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

State Controller
Robert Jaros, CPA, MBA, JD

By: Telly Belton/Toni Williamson/Amanda Rios/ Nina Douglass

Amendment Effective Date:_____

Grantee: City of Arvada for the use and benefit of the Arvada Police Department

Supplemental Signature Page

Approved as to Form	**GRANTEE** ATTEST
Padraic Emerine, Sr. Asst. City Attorney	**Kristen Rush, City Clerk**
Date: _____	Date: _____

-- Signature and Cover Page End --

1. Parties

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

2. Terminology

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. Amendment Effective Date and Term

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment, or July 1, 2026, whichever is later, and shall terminate on the termination of the Contract.

4. Purpose

Under the original contract the Contractor has implemented a Co-Responder Services Program for its community by partnering with key stakeholder partners.

The purpose of this Amendment is to renew the Contract for State Fiscal Year 2027. This Amendment updates Exhibit A, Exhibit B, and Exhibit C and adds $350,000 in new funding for State Fiscal Year 2027.

5. Modifications

The Contract and all prior amendments thereto, if any, are modified as follows:

A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
C. **REPLACE** Exhibit A-2, Statement of Work, with Exhibit A-3, Statement of Work, attached and incorporated by reference.
D. **ADD** Exhibit B-7, Budget, attached and incorporated by reference.
E. **RELACE** Exhibit C-2, Miscellaneous Provisions, with Exhibit C-3, Miscellaneous Provisions, attached and incorporated by reference.

6. Limits Of Effect and Order of Precedence

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Exhibit A-3 – Statement of Work

Article 1
Purpose and Target Population

1.1 Purpose

The purpose of this project is to create, sustain, or expand Co-Responder Programs. Co-Responder Programs ("Programs") create and foster partnerships between behavioral health professionals and law enforcement, in order to provide effective responses to individuals in crisis and those with behavioral health needs (mental health and/or substance use). Programs identify calls for police service where behavioral health appears to be a relevant factor and utilize the combined expertise of behavioral health and law enforcement to de-escalate situations, deflect individuals away from unnecessary criminal legal system involvement and hospitalization, and link individuals to appropriate services. The behavioral health clinician provides on-site screening and assessment, crisis intervention services, and referrals, as well as follow-up and connections to additional resources when necessary.

Taking population density and other available resources into consideration, the program and team structure vary between locations to best meet the needs of the community and the partnering agencies. There are generally two approaches: a primary or secondary response model. A primary response is when the clinician is paired with an officer for a joint response, and the officer's time is usually dedicated to the program. A secondary response is when the clinician responds to requests from officers or dispatch and is not generally paired directly with an officer. In addition to law enforcement and behavioral health clinicians, Programs may include other components, such as additional first responder types (fire, EMS, etc.), case management, and peer support.

1.2 Target Population

Individuals who are brought to the attention of law enforcement and appear to be experiencing a behavioral health crisis or who have other behavioral health needs, as determined by the Contractor and their Program policies. This includes individuals at risk of low-level offenses, misdemeanor crimes, or repeated contact with law enforcement. The Contractor may expand eligibility criteria to meet specific community needs.

Article 2

Definitions and Acronyms

2.1 **"BAA"** means Business Associate Agreement, as defined in Exhibit D - HIPAA Business Associate Agreement- Qualified Service Organization Addendum.

2.2 **"BHA"** means Behavioral Health Administration established in Section 27-50-102, C.R.S.

2.3 **"CDHS"** means Colorado Department of Human Services which is the principal department of the Colorado state government that operates the state's social services.

2.4 **"Co-Responder Program"** means Co-Responder Programs, which dispatch behavioral health Co-Responders along with law enforcement, or provide a joint secondary response on calls for service wherein behavioral health appears to be a relevant factor.

2.5 "**Contractor**" means individual or entity selected as a result of solicitation to complete the work contained in the Contract.

2.6 **"Critical Incident"** means a situation in which death, physical assault and/or serious injuries are sustained by Program staff or clients that occurs during a Co-Responder intervention or response.

2.7 **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996.

2.8 **"Program"** means the Co-Responder program.

2.9 **"Program/Project Manager"** means the person responsible and accountable for managing the Contractor's Co-Responder Program.

2.10 **"Program Coordination Group"** means the group that oversees the Program's implementation and progress.

2.11 **"Project Director"** means the person who is employed by and has decision making authority for the Contractor, holds overall responsibility for ongoing program administration and fiscal oversight and is the point of contact for BHA for the purposes of contract management and oversight.

2.12 **"RNR"** means the Risk-Need-Responsivity model of assessment and treatment to determine risk of recidivism, criminogenic needs, and responsivity of interventions.

2.13 "**Steering Committee"** means the group responsible for guiding changes and addressing issues related to the implementation and development of the Program.

Article 3
Activities and Services

3.1 Allowable Uses of Funding

The Contractor may use funds to support, with the approval of BHA, items including but not limited to the following:

(a) Program personnel, project management, and community engagement.
(b) Costs for temporary services and treatments necessary to stabilize a participant's condition, including necessary housing, when other funding is unavailable.
(c) Outreach.
(d) Specialized program training approved by BHA.
(e) Dedicated law enforcement resources, including overtime required for participation in operational meetings and training.
(f) Training and technical assistance from experts in the implementation of Co-Responder Services Programs in other jurisdictions.
(g) Collecting and maintaining the data necessary for program evaluation.

3.2 Work Plan

(a) The Contractor shall provide BHA with an annual Work Plan, using the BHA-provided template, for review and approval.

i. DELIVERABLE: Annual Work Plan
ii. DUE DATE: Due 30 days from Contract Effective Date and annually thereafter
iii. DELIVERED TO: Program Manager

3.3 The Contractor shall respond to communications from the BHA within five (5) calendar days.

3.4 Start-up Period for Project Development

The Contractor shall be permitted a start-up period of up to three (3) months from the date of contract execution. At the end of this period, the Contractor is expected to have all required program partnerships and contracts finalized and to be ready to begin program operations. If the Contractor is unable to implement the program within three months, the Contractor will be placed on a performance improvement plan and shall work with BHA to draft and meet it.

3.5 Steering Committee

(a) The Contractor shall develop and maintain a Steering Committee that meets at least biannually to oversee the implementation and ongoing development of the Program for the duration of the Contract term. The Steering Committee shall include high-level, decision-making representatives from each of the key local stakeholder disciplines listed below:

i. Lead law enforcement agency representative.
ii. Behavioral health service provider representative.
iii. Impacted individual and/or consumer or family member.
iv. Local hospital representative and;
v. Crisis Services representative.

(b) The Contractor shall also include other entities in the Steering Committee, which, in its determination, are integral to the success of the Program. Entities may include, but are not limited to, prosecutors, jail administrators, advocacy groups, and harm reduction agencies.

(c) The Steering Committee shall be charged with the following:

i. To perform an initial examination of the nature of the problem to help develop the Program's objectives and design.
ii. To consider how the Program relates to other local criminal justice or behavioral health partnerships that may be in place or are in the process of being established.
iii. To support a forum for planning decisions during the implementation phase, and to provide ongoing leadership, problem-solving, and design modifications throughout the life of the Program.
iv. To designate appropriate staff to make up a Program Coordination Group.
v. To identify and resolve or reduce the impact of any barriers to the Program's success.
vi. To develop procedures to ensure that essential information is shared in an appropriate and timely manner.
    1) DELIVERABLE: Steering Committee & Program Coordination Group Rosters
    2) DUE DATE: Sixty (60) days after contract execution and as updated
    3) DELIVERED TO: cdhs_bhadeliverables@state.co.us

3.6 Program Coordination Group

(a) The Contractor shall develop and maintain a Program Coordination Group to guide and support the Program operations. If creating two separate groups is unrealistic due to workforce and/or resource limitations, this Program Coordination Group may be the same as the Steering Committee.

(b) The Program Coordination Group shall:

i. Oversee officer and Program training implementation, as specified in Article 3.12 below.

ii. Measure the Program's progress toward achieving stated goals.

iii. Resolve ongoing challenges to the Program's effectiveness; and

iv. Inform agency leaders and other policymakers of Program costs, developments, and progress.

(c) The Contractor shall designate a law enforcement Program Champion within each partnering law enforcement agency to serve as the agency's representative on the Program Coordination Group.

1) DELIVERABLE: Steering Committee & Program Coordination Group Rosters
2) DUE DATE: Sixty (60) days after contract execution and as updated
3) DELIVERED TO: cdhs_bhadeliverables@state.co.us

3.7 Program/Project Manager

The Contractor shall select a Program/Project Manager ("Manager"), and establish the Manager's role, responsibilities, and authority, which shall include support of the Steering Committee and the Program Coordination Group. The Manager is the point person for BHA throughout the life of the contract. The Contractor shall notify BHA by email of any changes to the Manager's contact information within one business day of the change.

3.8 Project Director

If the Manager is not employed within the Contractor's agency or does not have the necessary decision making authority, the Contractor shall identify a Project Director who is employed by the Contractor and has decision making authority for the Contractor. The Project Director holds overall responsibility for ongoing program administration and fiscal oversight and is the point of contact for BHA for the purposes of contract management and oversight. The Contractor shall notify BHA via email of any changes to the Project Director's contact information within one business day of the change. If the Manager has

the necessary authority within the Contractor's agency, the Project Director role may be the same person.

3.9 Partnership Agreements

The Contractor shall develop partnership agreements with other local criminal justice agencies, behavioral health agencies, or government agencies, to address any key challenges inherent in multidisciplinary collaboration. Partnership agreements shall include a description of how partners collectively identified the need for the project, and individualized letters of support outlining each partner's level of participation and commitment in the Program, responsibilities to the Program (policy and/or operational), resources they will contribute, and processes in collecting and sharing data. The Contractor, or any other party or partnership, does not have authority to negotiate or enter into any agreements on behalf of CDHS or the BHA.

(a) DELIVERABLE: Partnership Agreement(s)

(b) DUE DATE: Upon execution of a partnership agreement(s)

(c) DELIVERED TO: cdhs_bhadeliverables@state.co.us

3.10 Data Sharing Agreements

The Contractor shall ensure that a data-sharing Business Associates Agreement ("BAA") is developed and implemented between the partner agencies, as required by law. The data-sharing agreement shall ensure that each partner agency complies with the terms of the HIPAA-BAA and 42 CFR Part 2.

3.11 Program, Policies, and Procedures

(a) The Contractor shall develop and maintain Program policies and procedures, subject to BHA review and approval.

(b) The Contractor shall submit a draft copy of each of the policies and procedures required under this Article 3.11, to BHA for review and comment. The Contractor shall work with BHA to resolve all comments from BHA and incorporate any agreed-upon revisions in the final policies and procedures.

i. DELIVERABLE: Program Policies and Procedures Document

ii. DUE DATE: Draft document due to BHA ninety (90) days from initial Contract Effective Date. Final document due to BHA thirty (30) days from reviewed draft sent from BHA to Contractor. Subsequent updates to policies and procedures due to BHA within ten (10) days of changes

iii. DELIVERED TO: BHA Program Manager shall provide email address during contract execution process.

(c) The Contractor shall ensure that specific policies and procedures are developed and implemented for the following aspects of the Program.

i. Target Population and Eligibility Criteria

The Contractor shall identify the target population, develop eligibility criteria, and develop Program policies to identify individuals who will be referred to and contacted by the Program, including the types of calls for service and the general circumstances that warrant a co-response engagement. The Contractor shall include the Target Population criteria outlined in Article 1.2 in the Program target population and eligibility criteria.

ii. Call Taker and Dispatcher

The Contractor shall develop, or ensure the development of, policies and procedures for call takers and dispatchers. These shall include, but are not limited to:

1) The specific information call takers must gather from calls.
2) Policies specifying the means by which dispatchers are informed of staffing patterns, including up to date information during shifts.
3) Clear definitions of the geographic coverage areas designated and eligible for law enforcement and behavioral health Co-Responder calls.
4) Call types that Co-Responder Teams will respond to and the process by which dispatchers request deployment of the Co-Responder team to active calls for service.

(d) Stabilization, Observation, and Disposition

The Contractor shall develop policies and procedures to help guide law enforcement officers and behavioral health Co-Responders to resolve encounters with the least restrictive environment appropriate for the circumstances.

(e) Transportation and Custodial Transfer

The Contractor shall develop policies and procedures to help guide effective and efficient transportation and custodial transfers. The policies shall at a minimum:

i. Identify facilities capable of assuming custodial responsibility, which are available at all times, have personnel qualified to conduct a behavioral health evaluation, and do not turn away people brought by law enforcement without specific reasons.

ii. Establish resources to connect individuals with, including friends, family members, peer support groups, or crisis centers, when available in non-custodial situations.

iii. Engage the services of the individual's current behavioral health provider or a crisis team.

(f) Critical Incident Policy

Contractor shall develop and maintain a policy for review of critical incidents (including death, physical assault and/or serious injuries sustained by Program staff or clients) ("Critical Incidents") that occur during a Program intervention or response and adhere to Critical Incident Reporting in Article 3.19.

(g) Information Exchange and Confidentiality

The Steering Committee shall develop procedures to ensure that essential information is shared in an appropriate manner. Information shall be shared in a way that protects individuals' confidentiality rights as treatment consumers and constitutional rights as possible defendants. Individuals with behavioral health disorders who have been in contact with a behavioral health agency should be offered an opportunity to provide consent in advance for behavioral health providers to share specified information with law enforcement authorities if an incident occurs (sometimes called an advance directive).

3.12 Program Training and Cross-Training

(a) State Program Meeting Requirements.

The Contractor shall attend an orientation session (mandatory only in the Contractor's first year under the Program), monthly Program progress status meetings with the BHA Program Manager, and other required Program meetings and training throughout the term of the Program.

i. DELIVERABLE: Monthly Program Progress Status meetings

ii. DUE DATE: Monthly (day and time shall be mutually agreed upon after contract execution)

iii. DELIVERED TO: BHA Program Manager shall provide virtual meeting link upon identifying mutually agreed upon day and time

(b) Contractor Training

The Contractor shall provide necessary training for Contractor's Program to include:

i. Officer Training

The Contractor shall provide officer training to improve officers' responses to people with behavioral health needs and to educate officers on the Program. The Contractor shall determine the amount of training necessary to ensure, at a minimum, that there is a group of officers who have received training about the Program that is sufficient to cover all time shifts and geographic districts.

ii. Cross-Training

The Contractor shall provide opportunities to behavioral health personnel and other internal and external stakeholders to help improve cross-system understanding of agencies' roles and responsibilities, law enforcement issues, Program policies and procedures, information sharing, safety, and other opportunities to see policies translated into action.

3.13 Service Area

The Contractor shall define the service area that best meets the community's needs and submit to BHA for approval.

3.14 Individualized Service Provision

The Contractor's Program shall link individuals referred to or contacted by the Program to community-based behavioral health supports and services, as appropriate.

3.15 The Non-Displacement of Resources

The Contractor shall ensure Program participants do not receive preferential access to resources if it would prevent others on waitlists, or who had previously secured a resource, from being served.

3.16 Evidence-Based Practices

The Contractor shall use evidence-based and promising practices within the screening and service delivery structure, as appropriate, to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

3.17 Staff Time Tracking and Invoicing

The Contractor shall ensure expenses and staff time are tracked and invoiced separately for each Program or funding stream.

3.18 Subcontractor or Partnership Contract Execution and Termination

The Contractor shall submit copies of all their subcontracts related to this project within thirty (30) days of subcontract execution. In the event of the termination of a partnership with a subcontractor related to service provision of this project, the Contractor shall transition to a new partnership or hire personnel within the Contractor's agency no later than thirty (30) days from termination to ensure continuity of service for participants of the Program. The Contractor shall communicate any subcontractor termination via email to the BHA Program Manager within one (1) business day.

(a) DELIVERABLE: Subcontractor Executed Copies

(b) DUE DATE: Upon execution of subcontracts

(c) DELIVERED TO: cdhs_bhadeliverables@state.co.us

3.19 Critical Incident Reporting

If a Critical Incident (including death, physical assault and/or serious injuries sustained by Program staff or clients) occurs during a Co-Responder intervention or response, the Contractor shall make the appropriate selection on the BHA data collection form and inform the BHA Program Manager within three (3) days to determine any additional actions.

3.20 Data Collections and Program Outcomes

The Contractor shall collect data, measure outcomes, and report Program outcomes to the State, using the BHA data collection form, to assist in determining the effectiveness of the Program. The Contractor shall provide the BHA Program Manager with the email(s) of the Program personnel who are responsible for the monthly data submission for inclusion on the Secure Uploader whitelist. The URL for the Secure Uploader is listed on the data collection form and may be requested from the BHA Program Manager

(a) Deliverable Report Title: Monthly data reporting

(b) Deadline: Fifteen (15) days after the end of the reporting month

(c) Deliverable Submission: Upload completed data template monthly via the BHA Secure Uploader

Article 4

Deliverables

4.1 Deliverables Table

The Contractor shall provide the deliverables in accordance with the dates outlined in the table below to cdhs_bhadeliverables@state.co.us, unless otherwise specified. Deliverable deadlines occurring after contract end date are contingent upon contract renewal. Deadlines may be altered administratively.

Deliverable	Deadline	Statement of Work Reference
Revised Work Plan (On a template provided by BHA)	Due 30 days from Contract Effective Date and annually thereafter	Article 3.2
Program Policies and Procedures Document	During implementation phase: 1. Draft document due to BHA ninety (90) days from Contract Effective Date. 2. Final document due to BHA thirty (30) days from reviewed draft sent from BHA to Contractor. Subsequent updates to policies and procedures due to BHA within ten (10) days of changes.	Article 3.11
Partnership agreement(s) copies	Upon execution of partnership agreement(s)	Article 3.9
Monthly Progress Status Meeting (Mutually agreed upon day/time via Google Meet)	Monthly	Article 3.12
Data reporting (Using BHA provided template and submitted through Secure Uploader)	Fifteen (15) days after the end of the reporting month	Article 3.20
Subcontract(s) copies	Upon execution of subcontract(s)	Article 3.18
Steering Committee and Program Coordination Group Member Rosters	Sixty (60) days after contract execution and as updated	Articles 3.5 and 3.6

Article 5

Performance Outcome Measures

5.1 Measure: Number of calls for service and referrals received and responded to by Program

Outcome Goal: Of the total number of Program calls for service and referrals, 70% or more will receive a response.

5.2 Measure: Number of calls that do not result in arrest.

Outcome Goal: Of the total number of active Co-Responder calls, 90% or more will not result in arrest when there is no cause for mandatory arrest (at the discretion of the officer).

5.3 Measure: Number of interventions, services and resource linkage provided to individuals contacted by the Program.

Outcome Goal: Of the total number of individuals contacted, 70% will receive one or more intervention, service, or linkage to resources.

COLORADO
Behavioral Health Administration

Exhibit B-7 FY27 Annual Budget

BHA Program	Co-Responder

Agency Name	Arvada Police Department	**Program Contact Name, Title**	Melanie Thornton, Commander
		Phone	(720) 898-6721
		Email	mthornton@arvada.org
Budget Period	07/01/2026-06/30/2027	**Fiscal Contact Name, Title**	Bridgette Roberts, Financial Business Analyst
		Phone	(720) 898-6676
		Email	broberts@arvada.org
Project Name	Co-Responder Program	**Date Completed**	4/13/2026

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

Expenditure Categories					
Personnel Services / Salaried Employees					**Annual Budget**
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from BHA
Clinician (May)	Responds with law enforcement, provides on-scene de-escalation, assessment, clinical intervention, and linkage to resources	$ 94,232.28	$ 35,876.52	100%	$ 130,108.80
Clinician (Fraser)	Responds with law enforcement, provides on-scene de-escalation, assessment, clinical intervention, and linkage to resources	$ 97,208.42	$ 22,789.44	100%	$ 119,997.86
Case Manager (Duhegraham)	Manages incoming referrals, makes outgoing referrals to community-based resources, data entry, completed data analysis, report preparation, and assists clinicians in referring clients to resources	$ 81,693.87	$ 8,339.47	100%	$ 90,033.34
					$ -
Personnel Services / Hourly Employees					**Annual Budget**
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from BHA
					$ -
				Total Personnel Services (including fringe benefits)	$ 340,140.00
Contractors / Consultants (payments to third parties or entities)					**Annual Budget**
Contractor Name	Description of Work		Rate	Quantity	Total Amount Requested from BHA
Julota	Software - dedicated to Co-Responder Program		$ 9,859.50	1	$ 9,859.50
					$ -
				Total Contractors/Consultants	$ 9,860.00
Travel					**Annual Budget**
Item	Description of Item		Rate	Quantity	Total Amount Requested from BHA
					$ -
				Total Travel	$ -

Supplies & Operating Expenses				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
				$ -
			Total Supplies & Operating Expenses	$ -
	TOTAL DIRECT COSTS (TDC)			$ 350,000.00
	Exclusions from Indirect Cost Base expenses per OMB 2CFR § 196			
			Subaward in excess of $50,000	$ -
			Rent	$ -
			Equipment	$ -
			Other	$ -
			Total Expenses per OMB 2CFR § 200	$ -
	MODIFIED TOTAL DIRECT COSTS (MTDC)			$ 350,000.00
	Indirect Costs			Annual Budget
Indirect Cost	Description of Item		Percentage	Total Amount Requested from
				$ -
			Total Indirect	$ -
			TOTAL Request	$ 350,000.00

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

Exhibit C-3 – Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations.

   All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than fifteen business days. The Contractor may be asked to place a report or evaluation on a BHA template, and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.

2. Press Releases.

   All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.

3. Marketing Materials.

   Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs to be funded by this Contract. Contractor shall submit marketing materials to BHA Communications Team for approval prior to release. BHA's Communications Team shall provide feedback or approval within five business days

4. All Other Documents.

   All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.

5. Opinion of BHA.

   BHA may require the Contractor to add language to documents that mention BHA reading: “The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration.”

C. Start-Up Costs

   If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

D. Immediate Notification of Closures or Reductions in Force

   If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Licensing and Designation Database Electronic Record System (LADDERS)

   The Contractor shall use LADDERS (http://www.colorado.gov/ladders) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

F. Contract Contact Procedure

   The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. Procurement Requirement

   The Contractor shall comply with all the provisions and requirements of RFP 2025*152 and with Contractor’s solicitation response thereto.

H. Continuity of Operations Plan

   1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent

possible under the circumstances of the inciting emergency ("Continuity of Operations Plan" or "Plan").

2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
    a. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
5. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
    a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.
    b. Contractor and BHA will agree in writing when the emergency is sufficiently resolved and agree to a closeout period that is four weeks or less.
    c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

I. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement

strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.

2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (https://thinkculturalhealth.hhs.gov) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_BHAdeliverables@state.co.us by August 31 annually:
    a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or
    b. Submit a completed CLAS checklist that follows this HHS format: https://thinkculturalhealth.hhs.gov/clas/standards

J. Prohibition on Marijuana

Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

K. Monitoring Requirements

If the Contractor is a subrecipient of federal funds, the Contractor shall comply with monitoring requirements indicated by the Contractor's risk level determined by the subrecipient risk assessment form completed by Contractor, which may include but are not limited to:

1. Monthly or quarterly monitoring calls

2. Invoice supporting documentation, for example: timesheets, logs of travel, or wraparound service costs
3. Routine programmatic reports
4. Technical assistance and training
5. Site visits

II. Use of Subcontracts

A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.

B. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.

C. Any subcontract for services must include, at a minimum, the following:

D. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_BHAdeliverables@state.co.us within thirty days of subcontract execution.

1. A description of each partner's participation
2. Responsibilities to the program (policy and/or operational)
3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit
4. A copy of this Contract and all its terms and conditions

E. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.

F. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than thirty days from termination to ensure continuity of care for all participants of the program.

III. Financial Requirements

A. Funding Sources

The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in Exhibit B, "Budget." If federal grant dollars, the Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Program Income

Program income generated through grant funded programs are additive funding that must be utilized for a consistent purpose as outlined in 2 CFR 200.307(e)(2). If Contractor charges and receives fees for services, or otherwise receives income associated with the sponsored program, this is considered program income and is required to be tracked and managed in accordance with the conditions of the award.

C. Budget Reallocations

The Contractor may reallocate funds between the budget categories of this contract, up to ten percent (10%) of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

D. Payment Terms

1. The Contractor shall invoice monthly for services, no later than the twentieth of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA. Contractor shall comply with the invoicing instructions contained within the invoice template, and requests for supporting documentation.
3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us.
4. Year-end invoice estimates are due by June 15th. Final invoice requests in excess of the submitted estimates are payable contingent on available funds.
5. Final invoices are due no later than August 30th.
6. If the Contractor is a recipient of Federal Funds, final invoices are due no later than forty-five days after the end date of the grant.
7. Invoices for the prior fiscal year received by August 30th which require revisions must be final by September 10th or they may not be paid.

8. Any requests for payment received after September 10th for the prior state fiscal year or after December 10th for the prior federal fiscal year cannot be processed by BHA.
9. The State will make payment on invoices within forty-five days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to forty-five days after invoice submission to the State.

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 8.C.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: Ordinances (First Reading)

Report in Brief

MOTION FOR FIRST READING ORDINANCES:

I move that CB26-018, An Ordinance Amending Section 102-182, Water Surcharges, of Chapter 102, Utilities, of the Arvada City Code; CB26-019, An Ordinance Annexing Certain Land into the City of Arvada, Barber Nichols Plant Expansion #2, a 1.793 Acre Parcel of Land Located 6290 W 56th Ave, in the County of Jefferson, State of Colorado and CB26-020, An Ordinance Rezoning Certain Land within the City of Arvada, Barber Nichols Plant Expansion #2, from Jefferson County R-2 to City of Arvada IL (Light Industrial) and Amending the Official Zoning Maps of the City of Arvada, Colorado, a 1.793 Acre Parcel of Land Located at 6290 W 56th Ave, in the County of Jefferson, State of Colorado, all be (approved on first reading, ordered published in full and a Public Hearing date be set for June 16, 2026 at 6:15 P.M.) (rejected).

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 ORDINANCE FIRST READING

AGENDA ITEM 8.C.1.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: CB26-018, An Ordinance Amending Section 102-182, Water Surcharges, of Chapter 102, Utilities, of the Arvada City Code (Public Hearing to be set for June 16, 2026 at 6:15 p.m.)

Report in Brief

PRESENTER: Jacqueline Rhoades, Infrastructure Director
Despite some recent cool and wet weather, Colorado continues to experience a severe drought. To ensure sufficient water for our customers, and without knowing the conditions for the remainder of the season, it is necessary to conserve water in the event of a multi-year drought that continues to deplete water supplies for future years. City Council adopted a drought declaration on March 24, 2026 and the City promulgated water use restrictions to reduce water use and to preserve the City's water supply.

The City team is now recommending that City Council adopt ordinance CB26-018, which implements drought surcharge pricing for in-city and out-of-city single family residential customers and all private irrigation customers. Outdoor water use is the primary focus of this action. Drought charges signal to our customers the premium value of water in a drought, while exempting essential indoor water use. These surcharges will be effective only during times of a declared water use restriction period, and only for the duration of the declared water use restriction period. The utility billing process can support surcharge pricing beginning July 1, 2026.

Financial Impact

The adoption of drought surcharges is intended to signal to our customers the significant value of water during a drought. The financial impact of the surcharges will vary depending on the water use reductions that customers actually make. Whether a reduction in water use is realized due to wet weather, water use restrictions and/or drought surcharge implementation, the Water Fund has a reserve fund that can be used to pay for expenses beyond those collected due to reduction in use.

Background

The majority of cities on the front range rely upon melting snow in the mountains to provide water for drinking, cooking, running businesses and irrigating lawns. Colorado is currently experiencing a severe drought due to low snowpack levels and warm temperatures. To date, the winter of 2025-2026 has produced one of the lowest snowpacks on record.

Arvada obtains approximately 75% of its water from a contract with Denver Water and the city has a contractual obligation to follow Denver Water's efforts to conserve water. Snowpack in Denver Water's system hit record lows in the parts of the state that contribute water to Denver Water's System. To meet the City's contractual obligations and to nimbly enact current and potentially more restrictive water conservation measures to maintain our City's water supply, City Council recently adopted R26-025, A Resolution Declaring Drought and Authorizing the City Manager to Promulgate Such Administrative Rules as may be Necessary for Water Conservation. More information about the rules can be found on the City's website: www.arvadaco.gov/drought.

The City team is using a series of tools to assist our residents with water conservation and teams with drought responses. Conservation tools for customers include water saving programs through Resource Central, using outdoor watering tips, and performing indoor leak audits. The City has also been in the process of upgrading water meters to allow customers to see real-

time information about water use, track water use habits over time, and set up alerts for potential leaks through an eyeonwater account. Specific to drought response, a Water Waste reporting form was created for the AskArvada site and a drought option was added to the City's Utility Billing phone line (720-898-7070, option 1) so that our customers can make inquiries. A variance process was also created for customers who need some flexibility with the watering schedule. The City team has and will continue to communicate the specific restrictions and available tools to our residents and businesses using a variety of platforms.

Discussion

Implementing temporary drought pricing is not a step taken lightly. These surcharges are intended to signal to our customers the significant value of water during a drought, while ensuring that indoor water use is exempted.

Drought surcharge pricing for Single Family Residential customers includes:

- Single Family customers will receive 12,000 gallons of water (bimonthly) with no associated surcharge. The majority of this water is considered indoor use for essential functions (approximately 8,000-10,000 gallons bimonthly). The remaining water is included for watering trees and shrubs.
- For water use from 12,001 to 30,000 gallons, customers will be charged $1.10 per thousand gallons.
- Any water use over 30,001 gallons will be charged $2.20 per thousand gallons.

Single Family Bimonthly Water Use in Gallons	Single Family Drought Surcharge per Thousand Gallons
0-12,000	$0 (indoor use)
12,001 - 30,000	$1.10
+ 30,001	$2.20

Under this drought surcharge pricing, private irrigation customers will pay an additional $2.20 per thousand gallons for all water use.

The billing process can support surcharge pricing beginning July 1, 2026 and will remain in effect for the remainder of the duration of the declared water use restriction period.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

Strategic Alignment

Adoption of this resolution meets INF1 of City Council's Strategic Goals: 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.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve Alternative No. 1, CB26-018, An Ordinance Amending Section 102-182, Water Surcharges, of Chapter 102, Utilities, of the Arvada City Code.

Suggested Motion:

I move that CB26-018, An Ordinance Amending Section 102-182, Water Surcharges, of Chapter 102, Utilities, of the Arvada City Code, be (approved on first reading, ordered published in full, and a public hearing set for June 16, 2026, at 6:15 p.m.) (rejected).

Prepared by:
Christine Gray, Utilities Business Manager

Reviewed by:

Approved by:

Jacqueline Rhoades, Director of Infrastructure	04/30/2026
Bryan Archer, Chief Financial Officer	04/30/2026
Tammy Hedlund, Legal Specialist	04/30/2026
Rachel Morris, City Attorney	05/05/2026
Jessica Morales, Deputy City Attorney	05/05/2026
Allison Scheck, Deputy City Manager	05/05/2026
Don Wick, City Manager	05/06/2026

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 26-018
ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTION 102-182, WATER SURCHARGES, OF CHAPTER 102, UTILITIES, OF THE ARVADA CITY CODE

WHEREAS, the winter of 2025-2026 has brought historically dry and warm conditions to Colorado, with early February 2026 marking the lowest snowpack since records began in 1987; and

WHEREAS, due to these dry and warm weather conditions, the amount of water stored in the snowpack is the lowest at this point in the season since records began in 1987, causing the State of Colorado to be in a snow drought; and

WHEREAS, the City of Arvada and many other communities rely on snowpack as a source of water for domestic and irrigation usage; and

WHEREAS, normal water usage by Arvada's customers will draw upon current water supplies with no guarantee such supplies will be fully replenished by future snowmelt; and

WHEREAS, Arvada obtains 75% of its water from the Denver Water system and is contractually obligated to implement water conservation measures during times of water shortage; and

WHEREAS, water conservation measures are necessary for the preservation of public property, health, peace, and safety of the public; and

WHEREAS, on March 24, 2026, the City Council approved and adopted Resolution No. R26-025, A Resolution Declaring Drought and Authorizing the City Manager to Promulgate Such Administrative Rules as May be Necessary for Water Conservations, thereby authorizing the City Manager or designee thereof to promulgate such administrative rules as may be necessary for water conservation for a period of 12 months; and

WHEREAS, in conjunction with Resolution No. R26-025, these amendments to Section 102-182, Water Surcharges, of Chapter 102, Utilities, of the Arvada City Code, will further advance water conservation efforts; and

WHEREAS, it is the intent of the City Council that these water surcharges be in effect only during times of a declared drought or declared water use restriction period, and only for the duration of the declared drought or declared water use restriction period.

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

Section 1. Section 102-182, Water Surcharges, of Chapter 102, Utilities, of the Arvada City Code is hereby amended and shall read as follows:

"**Sec. 102-182. Water surcharges.**

Water surcharges shall be in effect only during times of a declared drought or a declared water use restriction period, and only for the duration of the declared drought or declared water use restriction period. Water surcharges will be added to the water bill for the property. Temporary water surcharges are hereby adopted to encourage water customers to use less water during the duration of a declared drought or a declared water use restriction period. Water surcharges are calculated on the basis of how much water a customer uses, and any resulting charge is in addition to the charge derived from water user rates as set forth in sections 102-170, 102-171, 102-172 and 102-173. The bimonthly water surcharge shall be calculated from the following rate structure:

(1) *Single-family or other individually connected units:*
   a. 0 to 12,000 gallons at the rate of $0.00 per 1,000 gallons.
   b. 12,001 to 30,000 gallons at the rate of $1.10 per 1,000 gallons.
   c. 30,001 to 60,000 gallons at the rate of $2.20 per 1,000 gallons.
   d. 60,001 to 90,000 gallons at the rate of $2.20 per 1,000 gallons.
   e. Over 90,000 gallons at the rate of $2.20 per 1,000 gallons.

(2) *Irrigation only accounts:* All irrigation only accounts will have a surcharge of $2.20 per 1,000 gallons."

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 19th day of May, 2026.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____

City Clerk

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

BY: _____

Publication Dates: May 21, 2026

REDLINE/~~STRIKETHROUGH VERSION~~

FOR INFORMATION ONLY -- NOT PART OF THE ORDINANCE

Underlined indicates new material
~~Strikethrough~~ indicates deleted material

Sec. 102-182. Water surcharges.

Water surcharges shall be in effect only during times of a declared drought or a declared water use restriction period, and only for the duration of the declared drought or declared water use restriction period. Water surcharges will be added to the water bill for the property. Temporary water surcharges ~~charges~~ are hereby adopted to encourage water customers to use less water during the duration of a declared drought or a declared water use restriction period ~~drought~~. Water ~~The drought~~ surcharges are ~~is~~ calculated on the basis of how much water a customer uses, and any resulting charge is in addition to the charge derived from water user rates as set forth in sections 102-170, 102-171, 102-172 and 102-173. The bimonthly water surcharge shall be calculated from the following rate structure:

(1) *Single-family or other individually connected units:*

a. 0 to 12,000 gallons at the rate of $0.00 per 1,000 gallons.

b. 12,001 to 30,000 gallons at the rate of $1.10 ~~$0.30~~ per 1,000 gallons.

c. 30,001 to 60,000 gallons at the rate of $2.20 ~~$0.60~~ per 1,000 gallons.

d. 60,001 to 90,000 gallons at the rate of $2.20 ~~$0.90~~ per 1,000 gallons.

e. Over 90,000 gallons at the rate of $2.20 ~~$1.20~~ per 1,000 gallons.

~~(2) *Duplex, multifamily, townhouse, or other units that are interconnected:*~~

~~a. 0 to 12,000 gallons for the first unit plus 6,000 gallons for each additional unit at the rate of $0.00 per 1,000 gallons.~~

~~b. 18,001 to 30,000 gallons for the first unit plus 13,000 gallons for each additional unit at the rate of $0.30 per 1,000 gallons.~~

~~c. 30,001 to 60,000 gallons for the first unit plus 26,000 gallons for each additional unit at the rate of $0.60 per 1,000 gallons.~~

~~d. 60,001 to 90,000 gallons for the first unit plus 39,000 gallons for each additional unit at the rate of $0.90 per 1,000 gallons.~~

~~e. All remaining usage at the rate of $1.20 per 1,000 gallons.~~

~~(3) *Nonresidential accounts except irrigation only:*~~

~~Meter Size~~	~~Quantity (in 1,000 gallons) at a rate of $0.00 per 1,000 gallons~~	~~Quantity (in 1,000 gallons) at a rate of $0.30 per 1,000 gallons~~	~~Quantity (in 1,000 gallons) at a rate of $0.60 per 1,000 gallons~~	~~Quantity (in 1,000 gallons) at a rate of $0.90 per 1,000 gallons~~	~~Quantity (in 1,000 gallons) at a rate of $1.20 per 1,000 gallons~~
~~⅝″ × ¾″~~	~~0 to 68~~	~~68 to 170~~	~~170 to 340~~	~~340 to 510~~	~~All over 510~~

¾″	0 to 68	68 to 170	170 to 340	340 to 510	All over 510
1″	0 to 112	112 to 280	280 to 560	560 to 840	All over 840
1½″	0 to 240	240 to 600	600 to 1,200	1,200 to 1,800	All over 1,800
2″	0 to 360	360 to 900	900 to 1,800	1,800 to 2,700	All over 2,700
3″	0 to 800	800 to 2,000	2,000 to 4,000	4,000 to 6,000	All over 6,000
4″	0 to 1,360	1,360 to 3,400	3,400 to 6,800	6,800 to 10,200	All over 10,200

(4 2)*Irrigation only accounts:* All irrigation only accounts will have a surcharge of $2.20 $1.20 per 1,000 gallons.

Section 2 of Ord. No. 4385 states: "The intent of the City Council is that the surcharges set forth herein are temporary and imposed only for the duration of the drought, such duration to be based on the determination of drought made by the Denver Water Board. At such time as the Denver Water Board rescinds the drought surcharges they have imposed on Denver customers, the Arvada City Council will rescind the drought surcharges that are the subject of this ordinance. Until rescinded as provided herein, the surcharges shall remain in effect."

Section 3 of Ord. No. 4385 states: "The surcharge rates set forth herein shall take effect on a date that is the latter of June 1, 2013 or such later date set by the Denver Water Board for the implementation of surcharge fees and rates during calendar year 2013."

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 8.C.2.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: PROJECT: Barber-Nichols Plant Expansion #2, for an Annexation and a Rezoning. A 1.793 Acre Parcel of Land approximately located at 6290 W 56th Ave

Report in Brief

There are two ordinances for this project that require separate votes. All information about the requests is attached to item 8.C.2.

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Christopher Sandine, Planner II	04/27/2026
Josie Suk, Development Systems and Administrative Manager	04/28/2026
Rob Smetana, Planning Manager	04/28/2026
Jessica Garner, Director of Community and Economic Development	04/29/2026
Gail Walker, Legal Specialist-Contracts	04/30/2026
Kelsy Sargent, Assistant City Attorney	04/30/2026
Rachel Morris, City Attorney	05/06/2026
Allison Scheck, Deputy City Manager	05/06/2026
Don Wick, City Manager	05/08/2026

Enclosure, exhibits & attachments required to support the report

Exhibit A

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, BARBER NICHOLS PLANT EXPANSION #2, FROM JEFFERSON COUNTY R-2 TO CITY OF ARVADA IL (LIGHT INDUSTRIAL) AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, A 1.793 ACRE PARCEL OF LAND LOCATED AT 6290 W. 56TH AVE, IN THE COUNTY OF JEFFERSON, STATE OF COLORADO

EXHIBIT A

LAND DESCRIPTION (PER ABJ70849579)

THAT PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER OF THE COUNTY ROAD 568.28 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 13, THENCE WEST 162.36 FEET, THENCE SOUTH 529.24 FEET, THENCE EAST 163.73 FEET, THENCE NORTH 529 FEET AND A FRACTION OF A FOOT TO THE POINT OF BEGINNING,

EXCEPT ANY PORTION LYING WITHIN WEST 56TH AVENUE AND EXCEPT A STRIP OF LAND 20 FEET OFF THE SOUTH SIDE OF SUBJECT PROPERTY, COUNTY OF JEFFERSON, STATE OF COLORADO.

LAND DESCRIPTION TAX PARCEL (AS-SURVEYED)

A PARCEL OF LAND KNOWN AS A PORTION OF THE 20-FOOT-WIDE WILLIAM M. GRAVES REMNANT PROPERTY, COUNTY PARCEL ID 39-132-00-030, SITUATED IN THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 13, MONUMENTED BY A FOUND CITY OF WHEAT RIDGE 3" BRASS CAP IN RANGE BOX, STAMPED PLS 13212 1985, AND FROM WHICH THE WEST 1/16TH CORNER BEARS N89°49'12"W, A DISTANCE OF 1319.02 FEET, AND MONUMENTED BY A FOUND 2.5" ALUMINUM CAP IN RANGE BOX, STAMPED 2003 PLS 36561, FORMING THE BASIS OF BEARINGS FOR ALL LINES DESCRIBED HEREIN, THENCE ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4, N89°49'12"W, A DISTANCE OF 568.40 FEET; THENCE S00°37'43"W, A DISTANCE OF 30.00 FEET TO A FOUND #4 REBAR WITH 1" PLASTIC CAP STAMPED GILLANS ENG PLS 13486, THENCE CONTINUING S00°37'43"W, A DISTANCE OF 479.24 FEET TO A FOUND #4 REBAR WITH 1" PLASTIC CAP STAMPED GILLANS ENG PLS 13486 AND THE POINT OF BEGINNING.

THENCE CONTINUING S00°37'43"W, A DISTANCE OF 20.00 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE EXCEPTED STRIP FROM THE PROPERTY TO THE NORTH DESCRIBED AS A "STRIP OF LAND 20 FEET WIDE ON SOUTH FOR ROAD PURPOSES",

THENCE ON LINE PARALLEL TO AND 20-FEET SOUTH OF THE PROPERTY TO THE NORTH DESCRIBED IN DEED AT RECEPTION NO. F0205560, N89°49'15"W, A DISTANCE OF 163.67 FEET;

THENCE ON THE WEST LINE OF SAID STRIP, N00°47'39"E, A DISTANCE OF 20.00 FEET;

THENCE ON THE SOUTH LINE OF THE SAID PROPERTY TO THE NORTH, S89°49'15"E, A DISTANCE OF 163.61 FEET, CONTAINING 3,273 SQUARE FEET OR 0.075 ACRES, MORE OR LESS,

CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO.

City of Arvada
Community and Economic Development Department
PUBLIC HEARING STAFF REPORT

Barber-Nichols Plant Expansion #2
Annexation and Rezoning
DA2025-0057

NATURE OF REQUEST

Barber-Nichols has acquired the 1.793-acre parcel of land located at 6290 West 56th Avenue and is requesting annexation into the City of Arvada for utility services. Additionally, the applicant is requesting to rezone the parcel of land from Jefferson County's R-2 designation to IL (Light Industrial) in order to construct an office and manufacturing facility.

Barber-Nichols is an aerospace and defense contractor that designs, manufactures, assembles, tests, and services specialty pumps, turbines, compressors and their integrated systems. With several smaller buildings in the surrounding neighborhood, Barber-Nichols is looking to make a significant move to consolidate their machining operations and improve production efficiency. With the construction of this facility, Barber-Nichols will consolidate three existing buildings into one.

LOCATION AND HISTORY

The subject property is currently located on the south side of West 56th Avenue, between Marshall Street and Harlan Street, in unincorporated Jefferson County. A Phase I Environmental Site Assessment revealed the property was initially developed with a residential structure in 1922. Additional research shows that by 1972, the trees on the property were removed, and it was being used for the storage of trucks and equipment. Currently, the property is being used as a parking and storage lot.

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 was held on Thursday, June 12, 2025. Representatives for Barber-Nichols, City Staff, and three (3) community members were in attendance. Matt Johnson, Director of Operations for Barber-Nichols, gave a brief presentation on the history of their company, how they intend to utilize the proposed facility, and where they look to expand in the future. In addition to the presentation, handouts with a detailed description of the proposal and the proposed site plan were provided. Several questions were raised by the community members, including whether there should be any concern with the type of raw materials being processed at this plant and the projected timeframe for construction. Overall, the community members who attended the meeting were supportive and glad to see Barber-Nichols continue to operate their business in the neighborhood. The applicant also 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 1,000 feet of the subject property and to all homeowner's 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

This application was accepted for review on October 31, 2025, and completed two (2) rounds of review following the public hearing review track.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

This project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

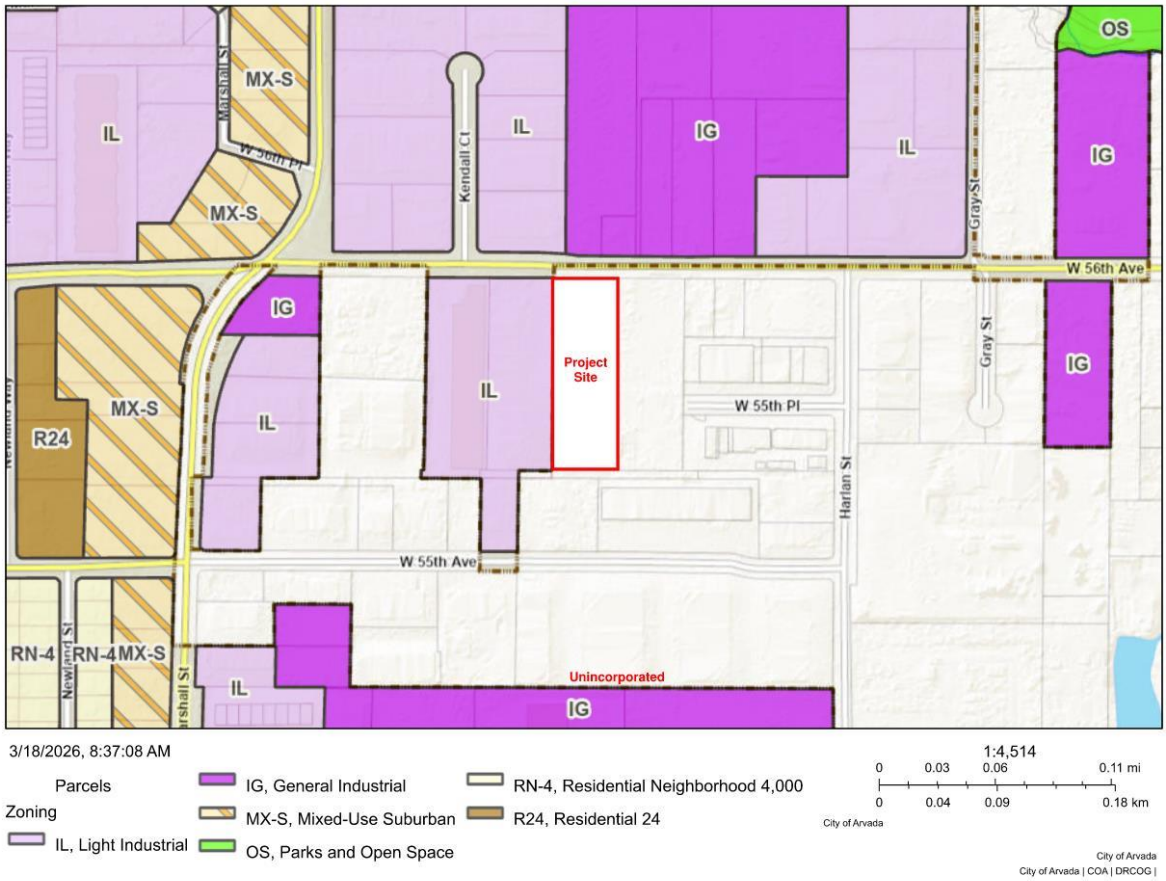
ZONING AND LAND USE

The subject property is located in unincorporated Jefferson County and currently zoned Residential-Two (R-2) which allows for single-family dwellings and duplexes. The applicant is requesting the subject property be rezoned to Light Industrial (IL) within the City of Arvada, which allows for a variety of land uses including office, manufacturing, warehousing and distribution.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North	City of Arvada IG (General Industrial)	DoDo's RV Storage JKR Steed Equipment
South	Unincorporated Jefferson County I-1 (Industrial-One)	Alpha & Omega Landscapers Dent's Collision (Auto Repair Shop)
East	Unincorporated Jefferson County P-D (Planned Development)	I70 and Harlan Towing (Vehicle Storage)
West	City of Arvada IL (Light Industrial)	Office of General Contractors; Specialty Subcontractors; Tradesmen

Zoning Map



PROJECT ANALYSIS

Annexation

Annexation of property into the City of Arvada shall be in accordance with the constitution and state laws of the State of Colorado. Annexation is controlled by C.R.S. § 31-12-101, *et seq*. (the Municipal Annexation Act of 1965) and Article II, Section 30 of the Colorado Constitution.

Annexation Map

A map of the proposed area to be annexed with contiguity data demonstrating that not less than one-sixth (16.67%) of the perimeter of the area proposed to be annexed with the City of Arvada per C.R.S. 31-12-104 has been included with this application. The total contiguous perimeter exceeds the minimum required and measures approximately 37.31%.

Annexation Petition

The applicant has signed and submitted an annexation petition per the requirements outlined in C.R.S. 31-12-107.

Environmental Site Assessment
A Phase I Environmental Site Assessment has been submitted by the applicant for review. The assessment from Enviro Assessment, PC, dated September 23, 2024, revealed no recognized environmental conditions, historical recognized environmental conditions, controlled recognized environmental conditions, or significant data gaps. Stained soils were observed within the parking area, but these were limited in extent and considered a de minimis condition. Recommendations include cleaning up the soil and utilizing improved maintenance practices to prevent additional staining.

Statement of Fire Service
The applicant has submitted a letter from the Arvada Fire Protection District (AFPD) indicating that this address will receive fire protection services from the AFPD.

Statement of Recreation Service
The applicant has submitted a letter from Apex Park and Recreation District indicating that this address is within their service area.

Severed Mineral Rights Certification
The applicant has submitted a Certification of Mineral Rights Notice and indicated that records in the office of the County Clerk and Recorder do not identify any mineral rights owners.

Water Rights Questionnaire
The applicant has submitted a Water Rights Questionnaire that indicates there was prior surface water rights appurtenant to this land for the Wadsworth-Graves Ditch Company. However, on April 14, 1982, a Warranty Water Rights Deed was signed to sell, assign, transfer, convey and set over to the City of Arvada their water rights.

Compliance with the Comprehensive Plan
The Comprehensive Plan designates this area within the Clear Creek / I-76 Community Plan, which promotes a wide range of land uses, except new residential, schools, churches, or group homes. The Clear Creek / I-76 Community Plan is an intergovernmental agreement (IGA) between the City of Arvada and Jefferson County regarding the planning and future development of an area roughly bounded by West 60th Avenue to the North, Sheridan Road to the East, West 52nd Avenue and HWY I-76 to the South, and Marshall Street / Lamar Street to the West. The general intention of the IGA is to preserve existing industrial uses, encourage future industrial development, and preserve or allow new residential uses within specified planning areas.

The following goals and policies within the Comprehensive Plan further support the development proposal:

- **Policy L-2.2:** Allow appropriate expansion of City boundaries. Consider annexation of land that includes land uses that are consistent with Comprehensive Plan goals, the long-term needs to the community and the city's service capacity.
    - The proposed annexation request is consistent with the goals of the Comprehensive Plan, as it will allow for the expansion of an existing industrial business within the City of Arvada, strengthening the existing industrial corridor.
- **Goal ED-1:** Expand and diversify the City's economic base to create primary jobs to increase the City's fiscal capacity to meet the needs of its citizens.

    - The proposed office and manufacturing facility will increase the number of primary jobs within the City's boundaries.
- **Goal ED-4:** Redevelop and revitalize existing commercial and industrial areas.
    - The proposed office and manufacturing facility will replace an existing storage yard. The proposed office and manufacturing facility will further solidify Barber-Nichols presence in the immediate industrial area.
- **Policy CC-1.3:** The City will encourage new infill development to consider and be sensible to the character of existing neighborhoods.
    - The Light Industrial (IL) land use designation is consistent with the surrounding parcels within the neighborhood. The proposed office and manufacturing facility has been designed to be compatible with the existing Barber-Nichols facility at 6350 W 56th Avenue (two parcels West of the subject parcel) and the surrounding neighborhood.

Compliance with Other Applicable Plans
The subject property is not within the jurisdiction of other applicable plans.

Setbacks
Within the IL Zoning District, the proposed structure will need to follow the applicable setback standards identified in LDC Section 2-1-6-3:

- Minimum Front: 20-feet
- Minimum Interior Side: 5-feet
- Minimum Rear: 5-feet
- Minimum Front Parking: 20-feet

The proposed Site Plan shows the structure to meet or exceed each setback standard.

Building Height
The IL Zoning District allows for a maximum height of 40-feet. The proposed structure has multiple parapet walls, with the highest parapet measuring 39-feet.

Open Space
The IL Zoning District requires a minimum of 15% of the lot to be dedicated towards the landscape surface area. The proposed Site Plan indicates the landscape surface area will be approximately 16.2%.

Building Design
The proposed building elevations show the structure to primarily be constructed of "Concrete Tilt-Up Panels" that are painted earthtone colors (white, grays, and brown). The North Exterior Elevation (front façade) will feature a significant percentage of windows, exceeding the 20% requirement along a roadway. The East, West, and South Elevations include breaks within the tilt-up panels, along with color and parapet height variations for visual interest. Several overhead doors are located along the West Exterior Elevation to provide vehicular access to the interior of the building.

Perspective 3D Rendering of the Front Entrance (North Façade)

Circulation and Connectivity
The subject parcel has direct access to West 56th Avenue, a portion of which is included within the annexation request. An Access and Fire Lane Easement is being proposed with the neighboring property owner at 6340 West 56th Avenue. The applicant is required to construct a five-foot sidewalk along the frontage of the subject parcel, along with providing bike racks for alternative transportation users.

Grading and Drainage
A proposed grading plan has been submitted for review with the Site Plan. Underground detention is proposed within the parking drive aisle to accommodate on-site stormwater. Additional grading and drainage will be evaluated in greater detail through the Site Plan request.

Utility Services
Water and sewer services will be provided by the City of Arvada.

Police and Fire Protection
The City of Arvada will provide police protection to this site and the Arvada Fire Protection District 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 Section 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 the subject property.	Complies	The annexation area is included within the Comprehensive Plan Future Land Use map and consistent with the Clear Creek / I-76 Community Plan.
2.	The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code, the Arvada City Code, and the terms of an annexation agreement that is simultaneously approved with the annexation.	Complies	The existing parcel meets all the requirements of the requested zoning district, and the site will be developed in accordance with the LDC and all other applicable codes.
3.	At the time any development of the subject property is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities, and public services.	Complies	There are adequate services necessary to service this site.

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 IL (Light Industrial) zoning designation is consistent with the Clear Creek / I-76 Community Plan designation of the Comprehensive Plan Future Land Use Map.
2.	The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	Light industry land uses (including office and manufacturing facilities) are consistent with the proposed zoning district. The purpose of the Light Industrial (IL) zoning district is to provide areas for light manufacturing, assembly and fabrication uses, office, research, food and beverage processing, packaging, or bottling, and compatible recreational activities.
3.	Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	Facilities and services, including water, sewer, fire, and police, are available to serve the property.

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 intended light industry land use will not adversely impact the existing conditions of the surrounding site.
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 IL Zoning District is consistent with the adjacent properties, including the neighboring Jefferson County I-1 (Industrial-One) and P-D zoning designations.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends **approval** of the Barber-Nichols Plant Expansion #2 Annexation and Rezoning.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.

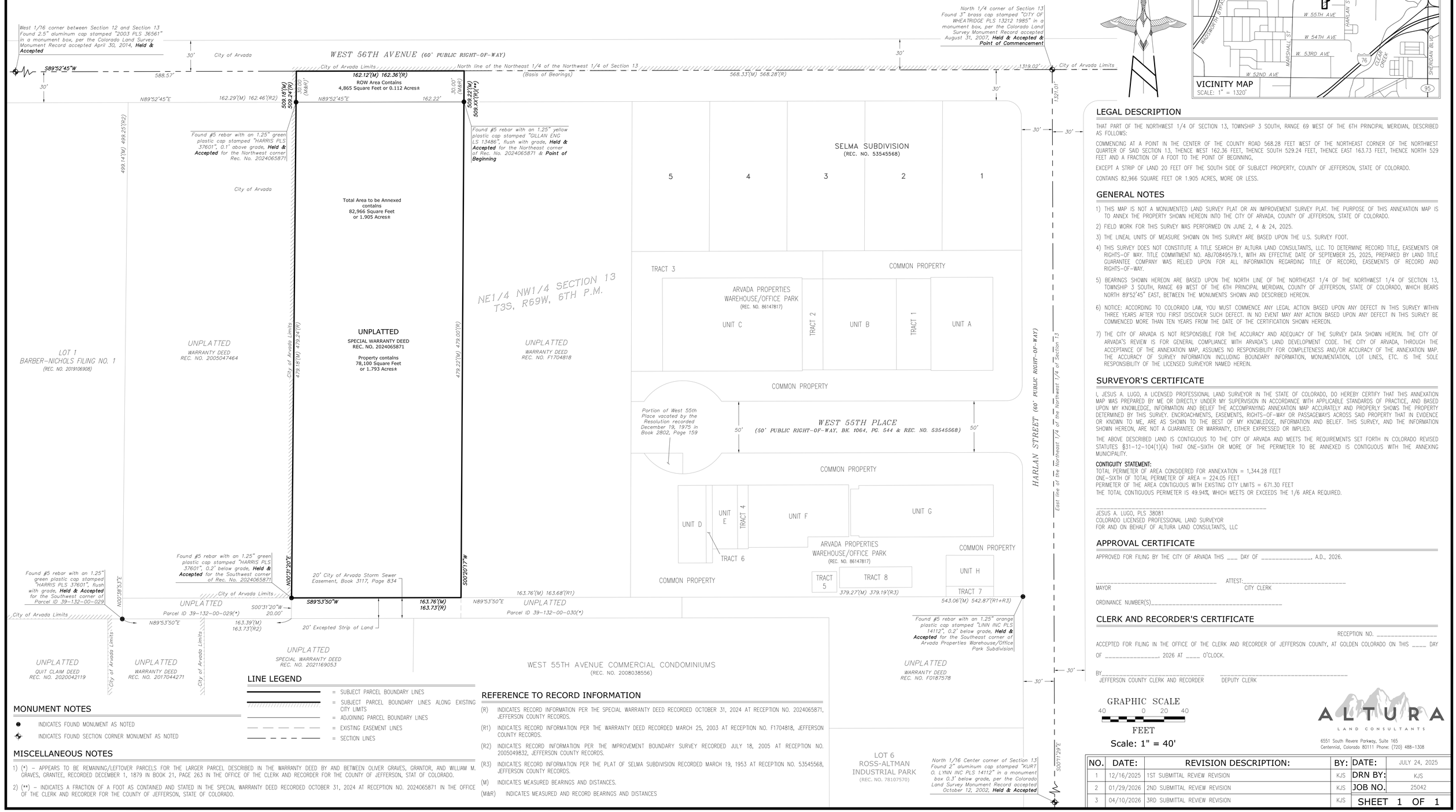
BARBER-NICHOLS NO. 2 ANNEXATION MAP

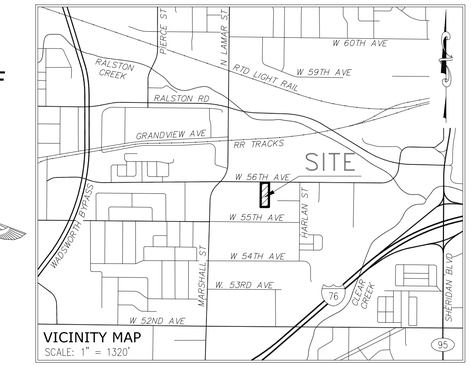
LOCATED IN THE NORTHEAST 1/4 OF OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 1 OF 1

ABBREVIATION LEGEND

REC. NO.	RECEPTION NUMBER
P.L.S.	PROFESSIONAL LAND SURVEYOR
L.S.	LAND SURVEYOR
R.O.W.	RIGHT-OF-WAY
Δ	CURVE DELTA/CENTRAL ANGLE
R	CURVE RADIUS
L	CURVE ARC LENGTH
CHB	CURVE CHORD BEARING
CH	CURVE CHORD LENGTH





LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER OF THE COUNTY ROAD 568.28 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 13, THENCE WEST 162.36 FEET, THENCE SOUTH 529.24 FEET, THENCE EAST 163.73 FEET, THENCE NORTH 529 FEET AND A FRACTION OF A FOOT TO THE POINT OF BEGINNING,

EXCEPT A STRIP OF LAND 20 FEET OFF THE SOUTH SIDE OF SUBJECT PROPERTY, COUNTY OF JEFFERSON, STATE OF COLORADO.

CONTAINS 82,966 SQUARE FEET OR 1.905 ACRES, MORE OR LESS.

GENERAL NOTES

1) THIS MAP IS NOT A MONUMENTED LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THE PURPOSE OF THIS ANNEXATION MAP IS TO ANNEX THE PROPERTY SHOWN HEREON INTO THE CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO.
2) FIELD WORK FOR THIS SURVEY WAS PERFORMED ON JUNE 2, 4 & 24, 2025.
3) THE LINEAL UNITS OF MEASURE SHOWN ON THIS SURVEY ARE BASED UPON THE U.S. SURVEY FOOT.
4) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ALTURA LAND CONSULTANTS, LLC. TO DETERMINE RECORD TITLE, EASEMENTS OR RIGHTS-OF-WAY. TITLE COMMITMENT NO. ABJ70849579.1, WITH AN EFFECTIVE DATE OF SEPTEMBER 25, 2025, PREPARED BY LAND TITLE GUARANTEE COMPANY WAS RELIED UPON FOR ALL INFORMATION REGARDING TITLE OF RECORD, EASEMENTS OF RECORD AND RIGHTS-OF-WAY.
5) BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, WHICH BEARS NORTH 89°52'45" EAST, BETWEEN THE MONUMENTS SHOWN AND DESCRIBED HEREON.
6) 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 BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
7) 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 CERTIFICATE

I, JESUS A. LUGO, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED BY ME OR DIRECTLY UNDER MY SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THE ACCOMPANYING ANNEXATION MAP ACCURATELY AND PROPERLY SHOWS THE PROPERTY DETERMINED BY THIS SURVEY. ENCROACHMENTS, EASEMENTS, RIGHTS-OF-WAY OR PASSAGEWAYS ACROSS SAID PROPERTY THAT 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 GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

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.

CONTIGUITY STATEMENT:
TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 1,344.28 FEET
ONE-SIXTH OF TOTAL PERIMETER OF AREA = 224.05 FEET
PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 671.30 FEET
THE TOTAL CONTIGUOUS PERIMETER IS 49.94%, WHICH MEETS OR EXCEEDS THE 1/6 AREA REQUIRED.

_____
JESUS A. LUGO, PLS 38081
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF ALTURA LAND CONSULTANTS, LLC

APPROVAL CERTIFICATE

APPROVED FOR FILING BY THE CITY OF ARVADA THIS ___ DAY OF _____, A.D., 2026.

_____ ATTEST:_____
MAYOR CITY CLERK

ORDINANCE NUMBER(S)_____

CLERK AND RECORDER'S CERTIFICATE

RECEPTION NO. _____

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY, AT GOLDEN COLORADO ON THIS ____ DAY OF _____, 2026 AT ____ O'CLOCK.

BY_____ _____
JEFFERSON COUNTY CLERK AND RECORDER DEPUTY CLERK

LINE LEGEND

- = SUBJECT PARCEL BOUNDARY LINES
- = SUBJECT PARCEL BOUNDARY LINES ALONG EXISTING CITY LIMITS
- = ADJOINING PARCEL BOUNDARY LINES
- = EXISTING EASEMENT LINES
- = SECTION LINES

MONUMENT NOTES

- ● INDICATES FOUND MONUMENT AS NOTED
- ⊕ INDICATES FOUND SECTION CORNER MONUMENT AS NOTED

REFERENCE TO RECORD INFORMATION

(R) INDICATES RECORD INFORMATION PER THE SPECIAL WARRANTY DEED RECORDED OCTOBER 31, 2024 AT RECEPTION NO. 2024065871, JEFFERSON COUNTY RECORDS.

(R1) INDICATES RECORD INFORMATION PER THE WARRANTY DEED RECORDED MARCH 25, 2003 AT RECEPTION NO. F1704818, JEFFERSON COUNTY RECORDS.

(R2) INDICATES RECORD INFORMATION PER THE IMPROVEMENT BOUNDARY SURVEY RECORDED JULY 18, 2005 AT RECEPTION NO. 2005049832, JEFFERSON COUNTY RECORDS.

(R3) INDICATES RECORD INFORMATION PER THE PLAT OF SELMA SUBDIVISION RECORDED MARCH 19, 1953 AT RECEPTION NO. 53545568, JEFFERSON COUNTY RECORDS.

(M) INDICATES MEASURED BEARINGS AND DISTANCES.

(M&R) INDICATES MEASURED AND RECORD BEARINGS AND DISTANCES

MISCELLANEOUS NOTES

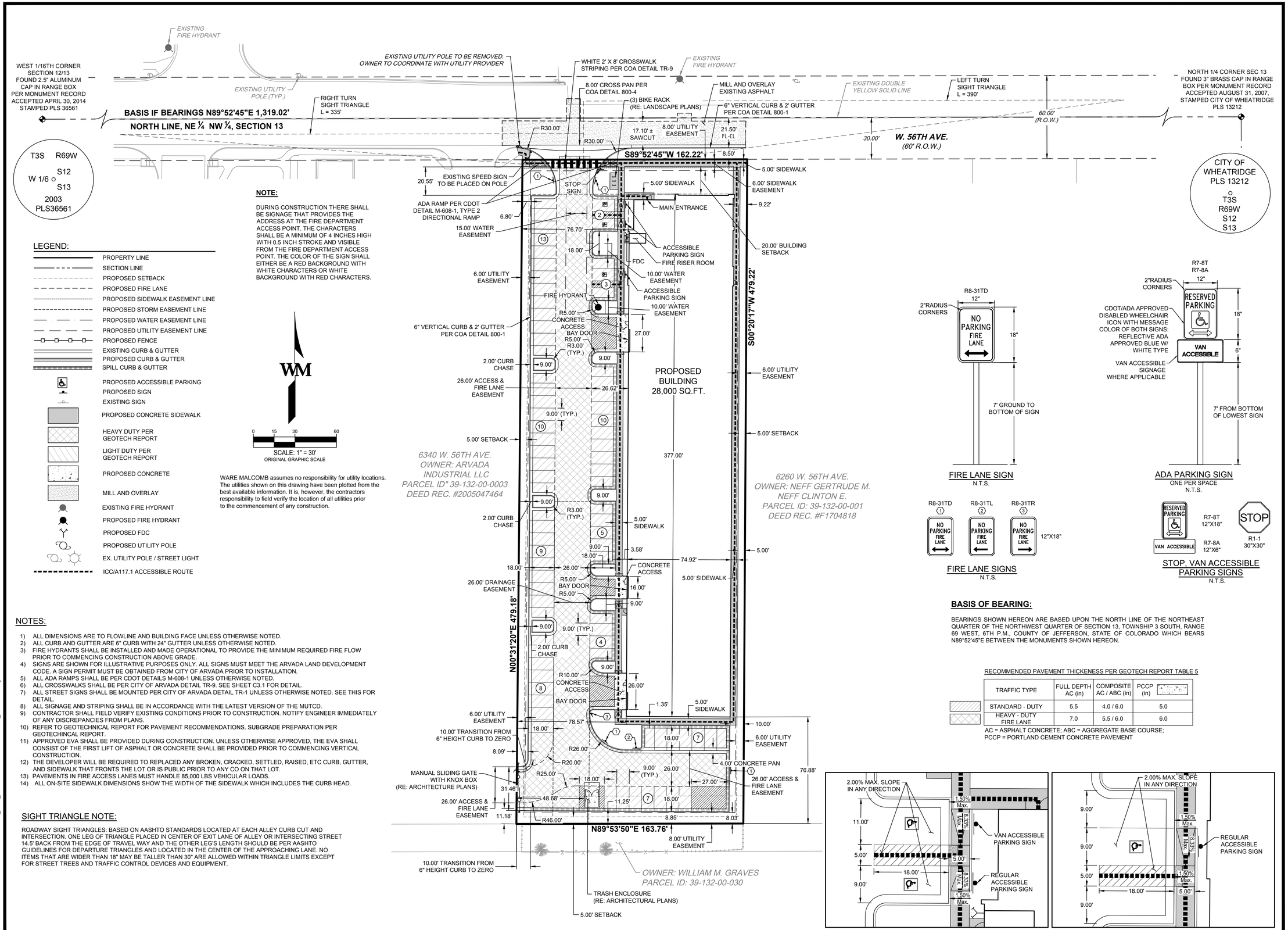
1) (*) – APPEARS TO BE REMAINING/LEFTOVER PARCELS FOR THE LARGER PARCEL DESCRIBED IN THE WARRANTY DEED BY AND BETWEEN OLIVER GRAVES, GRANTOR, AND WILLIAM M. GRAVES, GRANTEE, RECORDED DECEMBER 1, 1879 IN BOOK 21, PAGE 263 IN THE OFFICE OF THE CLERK AND RECORDER FOR THE COUNTY OF JEFFERSON, STAT OF COLORADO.
2) (**) – INDICATES A FRACTION OF A FOOT AS CONTAINED AND STATED IN THE SPECIAL WARRANTY DEED RECORDED OCTOBER 31, 2024 AT RECEPTION NO. 2024065871 IN THE OFFICE OF THE CLERK AND RECORDER FOR THE COUNTY OF JEFFERSON, STATE OF COLORADO.

GRAPHIC SCALE
40 0 20 40
FEET
Scale: 1" = 40'

ALTURA LAND CONSULTANTS
6551 South Revere Parkway, Suite 165
Centennial, Colorado 80111 Phone: (720) 488-1308

NO.	DATE:	REVISION DESCRIPTION:	BY:	DATE:	JULY 24, 2025
1	12/16/2025	1ST SUBMITTAL REVIEW REVISION	KJS	DRN BY:	KJS
2	01/29/2026	2ND SUBMITTAL REVIEW REVISION	KJS	JOB NO.	25042
3	04/10/2026	3RD SUBMITTAL REVIEW REVISION	KJS	SHEET 1 OF 1	

CAUTION: IF THIS SHEET IS NOT 24"x36" IT IS A REDUCED PRINT



NOTE:

DURING CONSTRUCTION THERE SHALL BE SIGNAGE THAT PROVIDES THE ADDRESS AT THE FIRE DEPARTMENT ACCESS POINT. THE CHARACTERS SHALL BE A MINIMUM OF 4 INCHES HIGH WITH 0.5 INCH STROKE AND VISIBLE FROM THE FIRE DEPARTMENT ACCESS POINT. THE COLOR OF THE SIGN SHALL EITHER BE A RED BACKGROUND WITH WHITE CHARACTERS OR WHITE BACKGROUND WITH RED CHARACTERS.

LEGEND:

- PROPERTY LINE
- SECTION LINE
- PROPOSED SETBACK
- PROPOSED FIRE LANE
- PROPOSED SIDEWALK EASEMENT LINE
- PROPOSED STORM EASEMENT LINE
- PROPOSED WATER EASEMENT LINE
- PROPOSED UTILITY EASEMENT LINE
- PROPOSED FENCE
- EXISTING CURB & GUTTER
- PROPOSED CURB & GUTTER
- SPILL CURB & GUTTER
- PROPOSED ACCESSIBLE PARKING
- PROPOSED SIGN
- EXISTING SIGN
- PROPOSED CONCRETE SIDEWALK
- HEAVY DUTY PER GEOTECH REPORT
- LIGHT DUTY PER GEOTECH REPORT
- PROPOSED CONCRETE
- MILL AND OVERLAY
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- PROPOSED FDC
- PROPOSED UTILITY POLE
- EX. UTILITY POLE / STREET LIGHT
- ICC/A117.1 ACCESSIBLE ROUTE

WARE MALCOMB assumes no responsibility for utility locations. The utilities shown on this drawing have been plotted from the best available information. It is, however, the contractors responsibility to field verify the location of all utilities prior to the commencement of any construction.

NOTES:

1) ALL DIMENSIONS ARE TO FLOWLINE AND BUILDING FACE UNLESS OTHERWISE NOTED.
2) ALL CURB AND GUTTER ARE 6" CURB WITH 24" GUTTER UNLESS OTHERWISE NOTED.
3) FIRE HYDRANTS SHALL BE INSTALLED AND MADE OPERATIONAL TO PROVIDE THE MINIMUM REQUIRED FIRE FLOW PRIOR TO COMMENCING CONSTRUCTION ABOVE GRADE.
4) SIGNS ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. ALL SIGNS MUST MEET THE ARVADA LAND DEVELOPMENT CODE. A SIGN PERMIT MUST BE OBTAINED FROM CITY OF ARVADA PRIOR TO INSTALLATION.
5) ALL ADA RAMPS SHALL BE PER CDOT DETAILS M-608-1 UNLESS OTHERWISE NOTED.
6) ALL CROSSWALKS SHALL BE PER CITY OF ARVADA DETAIL TR-9. SEE SHEET C3.1 FOR DETAIL.
7) ALL STREET SIGNS SHALL BE MOUNTED PER CITY OF ARVADA DETAIL TR-1 UNLESS OTHERWISE NOTED. SEE THIS FOR DETAIL.
8) ALL SIGNAGE AND STRIPING SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF THE MUTCD.
9) CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION. NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES FROM PLANS.
10) REFER TO GEOTECHNICAL REPORT FOR PAVEMENT RECOMMENDATIONS. SUBGRADE PREPARATION PER GEOTECHINCAL REPORT.
11) APPROVED EVA SHALL BE PROVIDED DURING CONSTRUCTION. UNLESS OTHERWISE APPROVED, THE EVA SHALL CONSIST OF THE FIRST LIFT OF ASPHALT OR CONCRETE SHALL BE PROVIDED PRIOR TO COMMENCING VERTICAL CONSTRUCTION.
12) THE DEVELOPER WILL BE REQUIRED TO REPLACED ANY BROKEN, CRACKED, SETTLED, RAISED, ETC CURB, GUTTER, AND SIDEWALK THAT FRONTS THE LOT OR IS PUBLIC PRIOR TO ANY CO ON THAT LOT.
13) PAVEMENTS IN FIRE ACCESS LANES MUST HANDLE 85,000 LBS VEHICULAR LOADS.
14) ALL ON-SITE SIDEWALK DIMENSIONS SHOW THE WIDTH OF THE SIDEWALK WHICH INCLUDES THE CURB HEAD.

SIGHT TRIANGLE NOTE:

ROADWAY SIGHT TRIANGLES: BASED ON AASHTO STANDARDS LOCATED AT EACH ALLEY CURB CUT AND INTERSECTION. ONE LEG OF TRIANGLE PLACED IN CENTER OF EXIT LANE OF ALLEY OR INTERSECTING STREET 14.5' BACK FROM THE EDGE OF TRAVEL WAY AND THE OTHER LEG'S LENGTH SHOULD BE PER AASHTO GUIDELINES FOR DEPARTURE TRIANGLES AND LOCATED IN THE CENTER OF THE APPROACHING LANE. NO ITEMS THAT ARE WIDER THAN 18" MAY BE TALLER THAN 30" ARE ALLOWED WITHIN TRIANGLE LIMITS EXCEPT FOR STREET TREES AND TRAFFIC CONTROL DEVICES AND EQUIPMENT.

FIRE LANE SIGN
N.T.S.

ADA PARKING SIGN
ONE PER SPACE
N.T.S.

FIRE LANE SIGNS
N.T.S.

STOP, VAN ACCESSIBLE PARKING SIGNS
N.T.S.

BASIS OF BEARING:

BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 69 WEST, 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO WHICH BEARS N89°52'45"E BETWEEN THE MONUMENTS SHOWN HEREON.

RECOMMENDED PAVEMENT THICKENESS PER GEOTECH REPORT TABLE 5

TRAFFIC TYPE	FULL DEPTH AC (in)	COMPOSITE AC / ABC (in)	PCCP (in)
STANDARD - DUTY	5.5	4.0 / 6.0	5.0
HEAVY - DUTY FIRE LANE	7.0	5.5 / 6.0	6.0

AC = ASPHALT CONCRETE; ABC = AGGREGATE BASE COURSE;
PCCP = PORTLAND CEMENT CONCRETE PAVEMENT

ACCESSIBLE PARKING DETAIL
(SCALE: 1" = 10')

ACCESSIBLE PARKING DETAIL
(SCALE: 1" = 10')

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FOR AND ON BEHALF OF WARE MALCOMB

SITE PLAN
BARBER NICHOLS #2
6290 W 56TH AVENUE
ARVADA, CO 80002

NO	DATE	REMARKS
1	10/24/2025	1ST DEVELOPMENT APPLICATION SUBMITTAL
2	12/16/2025	2ND DEVELOPMENT APPLICATION SUBMITTAL

JOB NO.:	DEN25-0006
PA / PM:	C. STRAWN
DESIGNED:	I. CONTRERAS
DATE:	07/24/2025
PLOT DATE:	12/10/2025

SHEET
C2.0

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NOT FOR CONSTRUCTION

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D-Series Size 2
LED Wall Luminaire

d^series

Catalog Number
Notes
Type

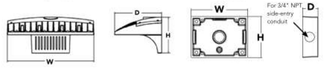
Hit the Tab key or mouse over the page to see all interactive elements.

Specifications
Luminaire

Width:	18-1/2" (47.0 cm)	**Weight:**	21 lbs (9.9 kg)
Depth:	10" (25.4 cm)		
Height:	7-5/8" (19.4 cm)		

Back Box (BBW)

Width:	5-1/2" (14.0 cm)	**BBW Weight:**	1 lbs (0.9 kg)
Depth:	1-1/2" (3.8 cm)		
Height:	4" (10.2 cm)		



Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is A+ Certified when ordered with DTL® controls marked by a shaded background. DTL DLL equipped luminaires meet the A+ specification for luminaire to photocontrol interoperability1
- This luminaire is part of an A+ Certified solution for ROAM® or XPoint™ Wireless control networks, providing out-of-the-box control compatibility with simple commissioning, when ordered with drivers and control options marked by a shaded background

To learn more about A+, visit www.acuitybrands.com/aplus.

1. See ordering tree for details.
2. A+ Certified Solutions for ROAM require the order of one ROAM node per luminaire. Sold Separately: Link to Roam; Link to DTL DLL

A+ Capable options indicated by this color background.

Ordering Information

EXAMPLE: DSXW2 LED P2 40K 70CRI T3M MVOLT SRM DDBTXD

DSXW2 LED

Series	Lumen Package	CCT	CRI	Distribution	Voltage	Mounting	Control Options
DSXW2 LED	P1 4200 Lumens P2 5300 Lumens P3 6100 Lumens P4 7200 Lumens P5 8200 Lumens P6 10000 Lumens P7 14300 Lumens	27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K 5000K 57K 5700K AMBPC Amber PC[1] AMBLW Amber LW[1]	70CRI 70CRI 80CRI 80CRI[1] AMCRI Amber CRI	T2S Type 2 Short T2M Type 2 Medium T3LG Type 3 Low Glare[1] T3M Type 3 Medium T4M Type 4 Medium TFTM Forward Throw Medium BLC3 Back Light Control Type 3[1] BLC4 Back Light Control Type 4[1]	MVOLT 120[1] 208[1] 240[1] 277[1] 347[3,4] 480[3,4] HVOLT[3]	**Shipped included** SRM Surface mounting bracket **Shipped separately**[10] BBW Surface-mounted back box (for conduit entry)	**Shipped installed** PE Photoelectric cell, button type[1] PER NEMA twist-lock receptacle only (control ordered separately)[2] PER5 Five-wire receptacle only (control ordered separately)[2,5] PER7 Seven-wire receptacle only (control ordered separately)[2,5] DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately) PIR 180° motion/ambient light sensor, <15' mtg ht[10,11] PIRH 180° motion/ambient light sensor, 15-30' mtg ht[10,11] PIR1FC3V Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc[11,12] PIRH1FC3V Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc[11,12]

Other Options		Finish (required)			
Shipped installed		DDBXD Dark bronze	DSSXD Sandstone	DWHGXD Textured white	
SF Single fuse (120, 277, 347V)[1]	**Shipped separately**[10]	DBLXD Black	DDBTXD Textured dark bronze	DSSTXD Textured sandstone	
DF Double fuse (208, 240, 480V)[1]	BSW Bird-deterrent spikes	DNAXD Natural aluminum	DBLBXD Textured black		
HS House-side shield	VG Vandal guard	DWHXD White	DNATXD Textured natural aluminum		
SPD Separate surge protection[13]					

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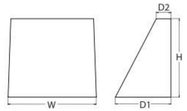
WDGE1 LED
Architectural Wall Sconce

Catalog Number
Notes
Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

Depth (D1):	5.5"
Depth (D2):	1.5"
Height:	8"
Width:	9"
Weight: (without options)	9 lbs



Introduction

The WDGE LED family is designed to meet specifier's every wall-mounted lighting need in a widely accepted shape that blends with any architecture. The clean rectilinear design comes in four sizes with lumen packages ranging from 1,200 to 25,000 lumens, providing true site-wide solution.

WDGE1 delivers up to 2,000 lumens with a soft, non-pixelated light source, creating a visually comfortable environment. The compact size of WDGE1, with its integrated emergency battery backup option, makes it an ideal over-the-door wall-mounted lighting solution.

design select Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect. *See ordering tree for details

WDGE LED Family Overview

Luminaire	Optics	Standard EM, 0°C	Cold EM, -20°C	Sensor	Approximate Lumens (4000K, 80CRI) P0	P1	P2	P3	P4	P5	P6
WDGE1 LED	Visual Comfort	4W		--	750	1,200	2,000	--	--	--	--
WDGE2 LED	Visual Comfort	10W	18W	Standalone / nLight	--	1,200	2,000	3,000	4,500	6,000	--
WDGE2 LED	Precision Refractive	10W	18W	Standalone / nLight	700	1,200	2,000	3,200	4,200	--	--
WDGE3 LED	Precision Refractive	15W	18W	Standalone / nLight	6,000	7,500	8,500	10,000	12,000	--	--
WDGE4 LED	Precision Refractive			Standalone / nLight	--	12,000	16,000	18,000	20,000	22,000	25,000

Ordering Information

EXAMPLE: WDGE1 LED P2 40K 80CRI VF MVOLT SRM PE DDBXD

Series	Package	Color Temperature	CRI	Distribution	Voltage	Mounting
WDGE1 LED	P0 P1 P2	27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K 5000K	80CRI 90CRI	VF Visual comfort forward throw VW Visual comfort wide	MVOLT 347[1]	**Shipped included** SRM Surface mounting bracket ICW Indirect Canopy/Ceiling Washer bracket (dry/damp locations only)[2] **Shipped separately** AWS 3/8inch Architectural wall spacer[4] PBBW Surface-mounted back box (top, left, right conduit entry) Use when there is no junction box available.[4]

Options		Finish		
E4WH Emergency battery backup, Certified in CA Title 20 MAEDBS (4W, 0°C min)[1]	DDBXD Dark bronze	DSSXD Sandstone	DDBTXD Textured dark bronze	DWHGXD Textured white
PE Photocell, Button Type[2]	DBLXD Black		DBLBXD Textured black	
DS Dual-switching (comes with 2 drivers and 2 light engines; see page 3 for details)[3]	DNAXD Natural aluminum		DNATXD Textured natural aluminum	
DMG 0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately)	DWHXD White		DWHGXD Textured white	
BCE Bottom conduit entry for back box (PBBW). Total of 4 entry points.			DSSTXD Textured sandstone	
DSLE Dual Switching (1 Driver, 2 Light Engines)				
CCE Coastal Construction[4]				

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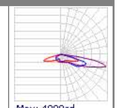
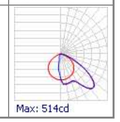
Schedule

Symbol	Label	Image	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power	Polar Plot
	F1		12	Lithonia Lighting	DSXW2 P4 35K 80CRI T4M	7000 3500K 80CRI Type 4 Medium	1	6516	0.9	49.2	 Max: 4990cd
	F2		4	Lithonia Lighting	WDGE1 LED P0 35K 80CRI VF	WDGE1 LED WITH P0 - PERFORMANCE PACKAGE, 3500K, 80CRI, VISUAL COMFORT FORWARD OPTIC	1	738	0.9	6.7947	 Max: 514cd

Luminaire Locations

Label	MH	Orientation	Tilt
F1	15.00	270.00	5.00
F1	15.00	270.00	5.00
F1	15.00	270.00	5.00
F1	15.00	270.00	5.00
F1	15.00	270.00	5.00
F1	15.00	270.00	5.00
F1	15.00	180.00	5.00
F2	15.00	90.00	0.00
F2	15.00	270.00	0.00
F2	15.00	270.00	0.00
F2	15.00	270.00	0.00
F1	15.00	180.00	5.00
F1	15.00	270.00	5.00
F1	15.00	270.00	5.00
F1	15.00	270.00	5.00
F1	15.00	270.00	5.00

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Stat Zone # 1	X	1.0 fc	3.0 fc	0.1 fc	30.0:1	10.0:1
Calc Zone	+	0.9 fc	4.1 fc	0.0 fc	N/A	N/A

Plan View
Scale - 1" = 25ft

GENERAL NOTES

1. 1. SIGNAGE LIGHTING SHALL BE APPROVED AS PART OF A SEPARATE SIGN PERMIT.
2. LUMINAIRES SHALL BE SHIELDED AND DIRECTED TO AVOID GLARE AND OVERSPILL ONTO ADJACENT PROPERTY.

2.1. ALL EXTERIOR LIGHT FIXTURES SHALL BE FULL CUTOFF FIXTURES THAT ARE DIRECTED DOWNWARD (90 DEGREES FROM TRUE VERTICAL) AND SHALL HAVE FLAT LENSES, EMITTING NO MORE THAN 10 PERCENT OF THE TOTAL LUMENS BETWEEN 80 AND 90 DEGREES FROM TRUE VERTICAL. FIXTURES SHALL BE CONFIGURED SO THAT LIGHTS DO NOT CAUSE GLARE

2.2. ALL LIGHT FIXTURES ON STRUCTURES, POLES, BOLLARDS, STANDS, OR MOUNTED ON A BUILDING SHALL HAVE A SHIELD, ADJUSTABLE REFLECTOR, AND/OR NON–PROTRUDING DIFFUSER TO SHIELD THE LIGHT SOURCE FROM SIGHT FROM ADJACENT RESIDENTIAL ZONING DISTRICTS.

3. MOTION–ACTIVATED SECURITY LIGHTING SHALL BE TIMED TO TURN OFF AFTER NOT MORE THAN FIVE MINUTES AFTER MOTION ACTIVATION.
4. WALL PACKS ON THE EXTERIOR OF THE BUILDING SHALL BE FULLY SHIELDED (E.G., TRUE CUT–OFF TYPE BULB OR LIGHT SOURCE NOT VISIBLE FROM OFF–SITE) TO DIRECT THE LIGHT VERTICALLY DOWNWARD
5. ONE HOUR AFTER THE CLOSE OF BUSINESS, ALL ILLUMINATION SHALL BE REDUCED BY AT LEAST 70 PERCENT, AND REMAIN IN THAT STATE UNTIL AT LEAST ONE HOUR PRIOR TO OPEN OF BUSINESS. THIS REDUCTION IN ILLUMINATION MAY BE ACHIEVED BY DIMMING THE LAMPS WITHIN A LIGHT FIXTURE (LUMINAIRE), AND/OR TURNING OFF A LUMINAIRE OR A PORTION OF A MULTI–LUMINAIRE ASSEMBLAGE. THIS DOES NOT APPLY TO RESIDENTIAL USES.

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FOR AND ON BEHALF OF WARE MALCOMB

SITE PLAN
BARBER NICHOLS #2
6290 W 56TH AVENUE
ARVADA, CO 80002

PHOTOMETRIC PLAN AND DETAILS

NO.	DATE	REMARKS
1	10/24/2025	1ST DEVELOPMENT APPLICATION SUBMITTAL
2	12/16/2025	2ND DEVELOPMENT APPLICATION SUBMITTAL

JOB NO.:	DEN25-0006
PA / PM:	C. STRAWN
DESIGNED:	I. CONTRERAS
DATE:	07/24/2025
PLOT DATE:	10/10/2025

SHEET
E1.1

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NOT FOR CONSTRUCTION

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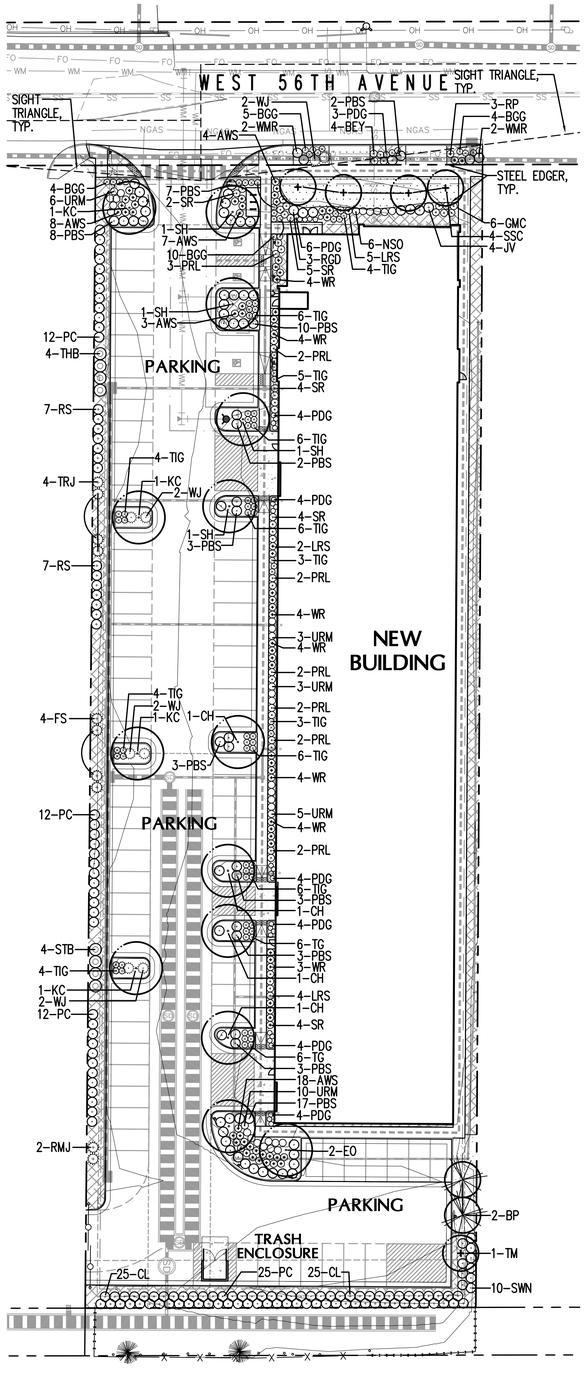


LANDSCAPE LEGEND

- NEW DECIDUOUS SHADE TREE
- NEW EVERGREEN TREE
- NEW DECIDUOUS ORNAMENTAL TREE
- NEW DECIDUOUS SHRUBS
- NEW EVERGREEN SHRUBS
- NEW ORNAMENTAL GRASSES
- NEW STEEL EDGER, SEE LANDSCAPE NOTE #8, SHEET L1.2

GROUNDCOVER LEGEND

Irrigated 'Nature's Choice' Seed Mix:
(572 s.f.– 5% of total landscape area)

NAME	%MIX
Sheeps Fescue	15%
Ephraim Crested Wheatgrass	70%
Hard Fescue	10%
Kentucky Bluegrass	5%

Irrigated Tall Grass Seed Mix:
(403 s.f.– 3% of total landscape area)

NAME	%MIX
Western Wheatgrass 'Arriba'	12%
Thick Spike Wheatgrass 'Critana'	18%
Side Oats Grama	12%
Blue Grama	25%
Little Bluestem	16%
Prairie Sandreed 'Goshen'	12%
Sand Dropseed	5%

Specified 1" Crushed Granite
Rock Mulch over Specified
Filter Fabric

LANDSCAPE CALCULATIONS

Required by Article 4.6: Landscaping and Buffering

SITE AREA (GROSS) 78,077 S.F.
TOTAL LANDSCAPE AREA (14%) 11,173 S.F.

BUFFERYARD LANDSCAPE OPTION D

EAST BUFFERYARD 72 L.F.
- TREES REQUIRED: 1
- SHRUBS REQUIRED: 10
- TREES PROVIDED: 1
- SHRUBS PROVIDED: 10

WEST BUFFERYARD 433 L.F.
- TREES REQUIRED: 17
- SHRUBS REQUIRED: 43
- TREES PROVIDED: 18
- SHRUBS PROVIDED: 50

SOUTH BUFFERYARD 164 L.F.
- TREES REQUIRED: 7
- SHRUBS REQUIRED: 16
- TREES PROVIDED: 0*
- SHRUBS PROVIDED: 75

PER CODE SECTION 4.6.5.3
* DUE TO EXISTING STORM SEWER, 7 TREES REPLACED WITH 59 SHRUBS AND TWO TREES TO BE LOCATED AT SOUTHEAST LANDSCAPE AREA.

ROW BUFFER OPTION D

BUFFER LENGTH 94 L.F.
- TREES REQUIRED: 4
- SHRUBS REQUIRED: 10
- TREES PROVIDED: 4
- SHRUBS PROVIDED: 10

PER CODE SECTION 4.6.5.3

STREET TREES

ROW LENGTH 94 L.F.
- TREES REQUIRED: 2
- TREES PROVIDED: 0*

PER CODE SECTION 4.6.6.1
* DUE TO EXISTING STORM SEWER, STREET TREES HAVE BEEN REPLACED WITH SHRUB PLANTINGS

PARKING AREA LANDSCAPE

SURFACE PARKING LOT 31,125 S.F.
PARKING AREA LANDSCAPE (6%) 1,819 S.F.
- TREES REQUIRED: 6
- SHRUBS REQUIRED: 48
- TREES PROVIDED: 11
- SHRUBS PROVIDED: 52

PER CODE SECTION 4.6.6.3

FOUNDATION PLANTINGS

NORTH FOUNDATION 72 L.F.
- SHRUBS REQUIRED: 14
- SHRUBS PROVIDED: 14

WEST FOUNDATION 373 L.F.
- SHRUBS REQUIRED: 75
- SHRUBS PROVIDED: 80

SOUTH FOUNDATION 75 L.F.
- SHRUBS REQUIRED: 15
- SHRUBS PROVIDED: 16

EAST FOUNDATION 373 L.F.
- SHRUBS REQUIRED: 0*
- SHRUBS PROVIDED: 0*

PER CODE SECTION 4.6.6.4
* EXEMPTION DUE TO STORM UTILITY EASEMENT AND AREA DETRIMENTAL TO PLANTINGS.

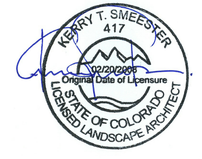
GENERAL LANDSCAPE AREA

LANDSCAPE AREA 412 S.F.
VEGETATIVE AREA 96%
- TREES REQUIRED: 1
- TREES PROVIDED: 1

PER CODE SECTION 4.6.6.5

PLANT PALETTE

QTY.	SYM.	COMMON/ BOTANIC NAME	SIZE	MATURE H/W	COMMENTS
14		DECIDUOUS SHADE TREES			
4	SH	Shademaster Honeylocust Gleditsia triacanthos 'Shademaster'	2" cal.	45'/35'	Specimen quality, full crown, B&B, staked
4	KC	Kentucky Coffeetree DECAF Gymnocladus dioicus DECAF	2" cal.	45'/35'	Specimen quality, full crown, B&B, staked
2	EO	English Oak Quercus robur	2" cal.	50'/35'	Specimen quality, full crown, B&B, staked
4	CH	Chicagoland Hackberry Celtis occidentalis 'Chicagoland'	2" cal.	55'/45'	Specimen quality, full crown, B&B, staked
13		ORNAMENTAL TREES			
1	TM	Tatarian Maple Acer tataricum HOT WINGS	1–1/2" cal.	18'/15'	Specimen quality, clump form, B&B, staked
4	THB	Tall Hedge Buckthorn Frangula alnus 'Columnaris'	1–1/2" cal.	12'/3.5'	Specimen quality, full crown, B&B, staked
4	STB	SILVER TOTUM Buffaloberry Shepherdia argentea 'Totem'	1–1/2" cal.	12'/3'	Specimen quality, full crown, B&B, staked
4	SSC	Spring Snow Crabapple Malus 'Spring Snow'	1–1/2" cal.	20'/20'	Specimen quality, full crown, B&B, staked
12		EVERGREEN TREES			
2	BP	Mint Truffle Bosnian Pine Pinus leucodermis 'Mint Truffle'	6' ht.	12'/10'	Specimen quality, full form, B&B, guyed
2	RMJ	Woodward Rocky Mountain Juniper Juniperus scopulorum 'Woodward'	6' ht.	15'/3'	Specimen quality, full form, B&B, guyed
4	FS	Fastigiate Spruce Picea pungens 'Blue Totum'	6' ht.	15'/4'	Specimen quality, full form, B&B, guyed
4	TRJ	Taylor Redcedar Juniper Juniperus virginana 'Taylor'	6' ht.	15'/4'	Specimen quality, full form, B&B, guyed
329		DECIDUOUS SHRUBS			
34	AWS	Anthony Waterer Spirea Spiraea 'Anthony Waterer'	5 gal.	2.5'/3'	container, 5 canes min. plant 3' o.c.
4	BEY	Bright Edge Yarrow Yucca filimentosa 'Bright Edge'	5 gal.	2.5'/3'	container, 5 canes min. plant 3' o.c.
3	RP	Rose Peashrub Caragana rosea	5 gal.	3'/3'	container, 5 canes min. plant 3' o.c.
16	LRS	Little Spire Russian Sage Perovskia atriplicifolia 'Little Spire'	5 gal.	2.5'/2.5'	container, 5 canes min. plant 3' o.c.
27	WR	Winnipeg Parks Rose Rosa 'Winnepeg Parks'	5 gal.	2'/2'	container, 5 canes min. plant 3' o.c.
15	PRL	Purple Reblooming Lilac Syringa x bloomerang	5 gal.	5'/5'	container, 5 canes min. plant 3' o.c.
19	SR	Morden Sunrise Shrub Rose Rosa 'Morden Sunrise'	5 gal.	3'/2.5'	container, 5 canes min. plant 3' o.c.
6	GMC	Green Mound Currant Ribes alpinum 'Green Mound'	5 gal.	3.5'/2.5'	container, 5 canes min. plant 3' o.c.
4	WMR	White Meidiland Shrub Rose Rosa 'Meidiland White'	5 gal.	2'/3'	container, 5 canes min. plant 4' o.c.
59	PBS	Pawnee Buttes Sandcherry Prunus besseyi 'Pawnee Buttes'	5 gal.	2'/5'	container, 5 canes min. plant 4' o.c.
4	JV	Judd Viburnum Viburnum x juddii	5 gal.	5'/5'	container, 5 canes min. plant 4' o.c.
3	RGD	Red Gnome Dogwood Cornus alba 'Red Gnome'	5 gal.	3.5'/4.5'	container, 5 canes min. plant 4' o.c.
14	RS	Russian Sage Perocskia atriplicifolia	5 gal.	3.5'/3.5'	container, 5 canes min. plant 4' o.c.
50	CL	Chinese Lilac Syringa chinensis	5 gal.	10'/8'	container, 5 canes min. plant 4' o.c.
61	PC	Peking Cotoneaster Cotoneaster lucidus	5 gal.	8'/8'	container, 5 canes min. plant 4' o.c.
10	SWN	Summer Wine Ninebark Physocarpus opulifolius 'Summer Wine'	5 gal.	5'/5'	container, 5 canes min. plant 4' o.c.
8		EVERGREEN SHRUBS			
8	WJ	Wilton Juniper Juniperous horizontalis 'Wiltonii'	5 gal.	6"/7'	container, 24" spread plant 5' o.c.
161		ORNAMENTAL GRASSES			
36	PDG	Dwarf Prairie Dropseed Grass Sporobolus heterolepis 'Tara'	1 gal.	24"/24"	container, plant 24" o.c.
69	TIG	Thin Man Indian Grass Sorgastrum nutans 'Thin Man'	1 gal.	5'/30"	container, plant 30" o.c.
23	BGG	Blonde Ambition Blue Grama Bouteloua gracilis 'Blonde Ambition'	1 gal.	28"/24"	container, plant 30" o.c.
6	NSO	Northern Sea Oats Chasmanthium latifolium	1 gal.	30"/24"	container, plant 36" o.c.
27	URM	Undaunted Ruby Muhly Muhlenbergia reverchonii 'Undaunted'	1 gal.	30"/24"	container, plant 36" o.c.



REFER TO SHEET L1.2 FOR LANDSCAPE NOTES & DETAILS

NORTH

0 15 30 60'
SCALE: 1"=30'-0"

WARE MALCOMB
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waremalcomb.com

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site design
landscape architecture
site planning
700 colorado boulevard, suite 131
denver, colorado 80206
303.512.0549 www.meuran.com
FOR AND ON BEHALF OF WARE MALCOMB

SITE PLAN
BARBER NICHOLS #2
6290 W 56TH AVENUE
ARVADA, CO 80002

LANDSCAPE PLAN

NO.	DATE	REMARKS
1	10/24/2025	1ST SITE PLAN SUBMITTAL
2	12/17/2025	2ND SITE PLAN SUBMITTAL

JOB NO.:	25.108
PA / PM:	KTS
DESIGNED:	KTS
DATE:	7/24/2025
PLOT DATE:	10/20/2025

SHEET
L1.1

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C:\Design\Barber Nichols #2 FDP.dwg

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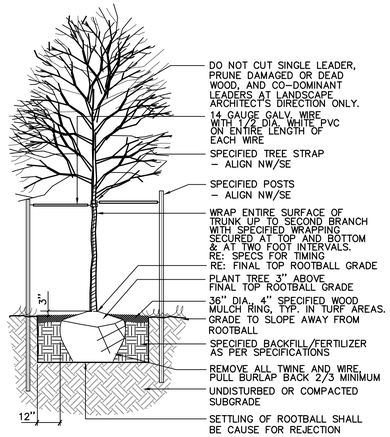
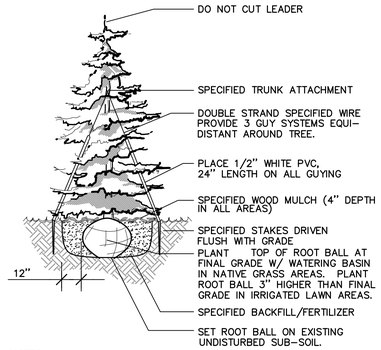


1 DECIDUOUS TREE PLANTING

N.T.S.

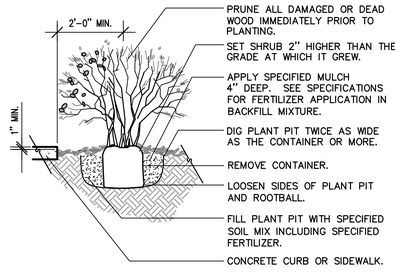


NOTES:

1. INSTALL SPECIFIED MULCH TO DRIPLINE OF TREE WHERE PLANTED IN GRASS AREAS.
2. DO NOT PROVIDE WATER BASIN IN IRRIGATED LAWN AREAS.

2 EVERGREEN TREE PLANTING

N.T.S.

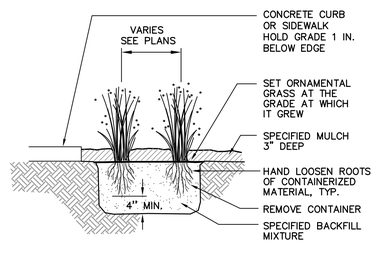


NOTES:

1. ANY BROKEN OR CRUMBLING ROOTBALL WILL BE REJECTED. REMOVING THE CONTAINERS WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALLS.
2. HOLD GRADE 1" BELOW EDGE OF WALK OR CURB. THIS DETAIL SHALL ALSO APPLY TO PERENNIAL FLOWERS IN CONTAINER.
3. ALL JUNIPER PLANTS SHOULD BE PLANTED SO TOP OF ROOT MASS OCCURS AT FINISH GRADE OF MULCH LAYER.

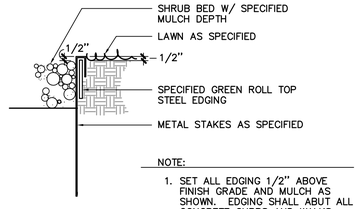
3 SHRUB PLANTING DETAIL

N.T.S.



4 ORNAMENTAL GRASS DETAIL

N.T.S.



NOTE:

1. SET ALL EDGING 1/2" ABOVE FINISH GRADE AND MULCH AS SHOWN. EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR AND FLUSH W/ GRADES OF CONCRETE. ALL JOINTS TO BE SECURELY STAKED.

5 STEEL EDGER DETAIL

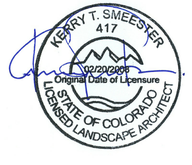
N.T.S.

LANDSCAPE NOTES

1. THIS LANDSCAPE ARCHITECTURAL SITE PLAN IS TO BE USED IN CONJUNCTION WITH THE EXISTING CIVIL, MECHANICAL, ELECTRICAL, ARCHITECTURAL, AND IRRIGATION AS-BUILT SITE PLANS TO FORM COMPLETE INFORMATION REGARDING THIS SITE.
2. ALL IRRIGATED LANDSCAPE AREAS SHALL BE ROTOTILLED WITH CLASS 1 ORGANIC COMPOST AT A RATE OF 4 CUBIC YARDS PER 1,000 SQUARE FEET. THIS PREPARATION SHALL BE THOROUGHLY INCORPORATED INTO THE THE TOP 6" OF SOIL.
3. ALL DECIDUOUS AND EVERGREEN TREES ARE TO BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. ANY PLANT NOT MEETING THE LANDSCAPE ARCHITECT'S APPROVAL WILL BE REJECTED AT ANY TIME PRIOR TO FINAL ACCEPTANCE.
4. ALL TREES TO BE STAKED OR GUYED AS PER PLANT LIST AND DETAILS.
5. ALL TREE AND SHRUB BED LOCATIONS ARE TO BE STAKED OUT ON SITE FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
6. ALL SHRUB/ORNAMENTAL GRASS BEDS SHALL BE MULCHED WITH 4" DEPTH SPECIFIED 3/4" CRUSHED GRANITE ROCK MULCH OVER SPECIFIED FILTER FABRIC.
7. ALL SHRUB BEDS WITH SLOPED AREAS GREATER OR EQUAL THAN 3:1 HAVE 6" DEPTH 3"-6" ROUNDED RIVER COBBLE OVER SPECIFIED FILTER FABRIC.
8. ALL NEW SHRUB BEDS AND MULCH AREAS ARE TO BE CONTAINED WITH SPECIFIED ROLL TOP STEEL EDGER (NOT REQUIRED AT CURB, WALKS OR BUILDING). PLACE STEEL EDGER BETWEEN ALL ROCK AND WOOD MULCH BEDS.
9. ALL NEW LANDSCAPE AREAS, INCLUDING THE TEMP-IRRIGATED SEED, WILL BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. ALL TURF AREAS LESS THAN 8' IN WIDTH SHALL HAVE A SUB-SURFACE OR LOW VOLUME IRRIGATION SYSTEM. ALL TURF AREAS BETWEEN 8' AND 15' IN WIDTH SHALL HAVE LOW-ANGLE SPRAY NOZZLES DESIGNED FOR THE SPECIFIED WIDTH. ALL TURF AREAS GREATER THAN 15' SHALL BE IRRIGATED WITH GEAR-DRIVEN ROTORS WITH LOW ANGLE NOZZLES ON SEPARATE STATIONS. ALL SPRAY HEADS SHALL BE PRESSURE REDUCING DESIGNED TO PREVENT LOW HEAD DRAINAGE. ALL IRRIGATED SOD AND SEED AREAS SHALL BE SEPARATELY ZONED. ALL NEW TREES IN THE TEMP-IRRIGATED AND EXISITNG NATIVE SEED AREAS WILL HAVE A SEPARATELY ZONED DRIP SYSTEM PROVIDING FULL WATER COVERAGE. ALL SHRUB BEDS SHALL BE IRRIGATED WITH A SEPARATELY ZONED DRIP SYSTEM PROVIDING FULL COVERAGE TO EACH PLANT. A RAIN SENSOR SYSTEM SHALL BE INCLUDED IN THE NEW IRRIGATION SYSTEM. THE LANDSCAPE CONTRACTOR SHALL SUPPLY AN IRRIGATION SYSTEM DESIGN AND SUBMITTALS FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
11. ALL PLANTS SHALL BE MAINTAINED CONTINUALLY IN A HEALTHY CONDITION IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL HORTICULTURAL STANDARDS AND PRCTICES. PLANTS THAT DIE OR ARE UNHEALTHY SHALL BE REPLACED. REGULAR PRUNING AND TRIMMING SHALL APPLY TO MAINTAIN HEALTH AND AN ATTRACTIVE APPEARANCE AND TO PERMIT THE PLANTS TO ACHIEVE THEIR INTENDED FORM AND HEIGHT. LANDSCAPE AREAS SHALL REMAIN FREE OF WEEDS, LITTER, JUNK, RUBBISH AND OTHER NUISANCES AND AND OBSTRUCTIONS. TO PREVENT WEED GROWTH, EROSION AND BLOWING DUST, AREAS NOT COVERED BY VEGETATION SHALL BE COVERED WITH MULCH, WOOD OR BARK CHIPS, OR DECORATIVE ROCKS OR COBBLE, OR SIMILAR NATURAL MATERIALS PROVIDING A CLEAN, UNIFORM APPEARANCE.

CITY OF ARVADA LANDSCAPE NOTES

1. Site shall be landscaped prior to issuance of a final Certificate of Occupancy (CO) during the growing season of April 1st to October 1st, at all other times the individual sites shall be landscaped within 45 (forty-five) days of the start of the following growing season.
2. Landscape Maintenance
   a. All plants shall be maintained continually in a healthy condition in accordance with generally accepted professional horticultural standards and practices. Plants that die or are unhealthy shall be replaced according to the approved landscape plan.
   b. Regular pruning and trimming shall be performed to maintain health and an attractive appearance and to permit the plants to achieve their intended form and height.
   c. All landscape areas shall be kept free of weeds, litter and trash and all irrigation systems shall be properly maintained.
3. All landscape areas shall be irrigated with underground automatic irrigation system. Trees, shrubs, and decorative grasses will be irrigated by a separate zone from sod/grass; this includes trees planted in sod/grass area. The irrigation system is to have a rain sensor shut-off installed.
4. Landscaping that lies within site triangles shall not grow to be over 2'-6" in height.
5. Trees and landscaping within developments, when fully mature, shall provide an unobstructed vertical clearance of 13'- 6"and provide the minimum unobstructed fire apparatus access road width as required based on the height of the building.
6. Trees shall not be planted closer than 10 feet to any sewer or water line, meters, and vaults. Tree planting shall be coordinated with Xcel Energy. Locations of all utilities shall be verified in the field prior to planting.



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700 colorado boulevard, suite 131
denver, colorado 80206
303.512.0549 www.meuran.com
FOR AND ON BEHALF OF WARE MALCOMB

SITE PLAN
BARBER NICHOLS #2
6290 W 56TH AVENUE
ARVADA, CO 80002

LANDSCAPE DETAILS

NO.	DATE	REMARKS
1	10/24/2025	1ST SITE PLAN SUBMITTAL
2	12/11/2025	2ND SITE PLAN SUBMITTAL

JOB NO.:	25.108
PA / PM:	KTS
DESIGNED:	KTS
DATE:	7/24/2025
PLOT DATE:	10/20/2025

SHEET
L1.2

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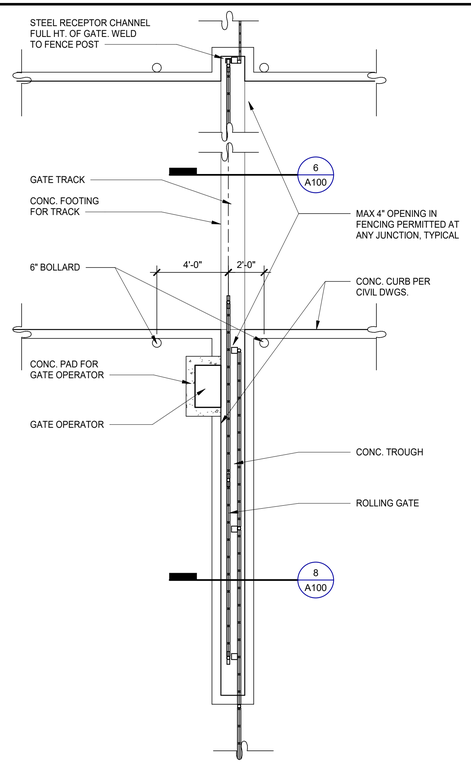
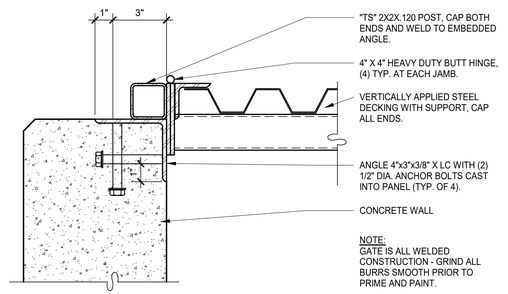


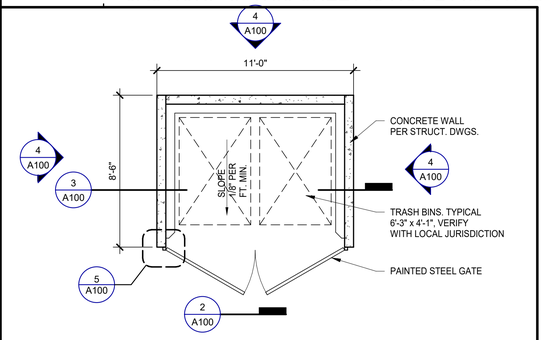
SLIDING GATE - PLAN

SCALE: 1/4" = 1'-0" (10)



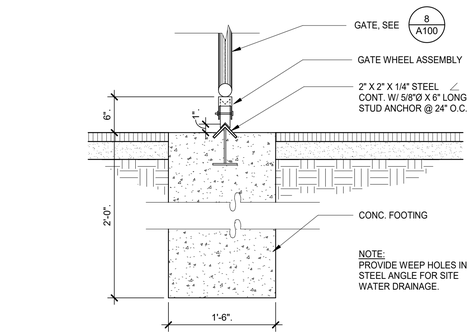
TRASH GATE JAMB AT CONCRETE

SCALE: 3" = 1'-0" (5)



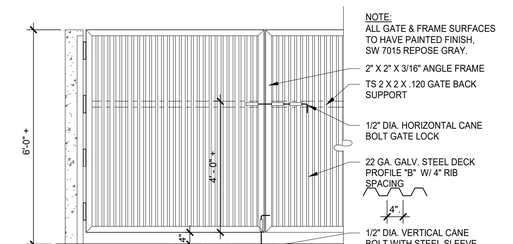
TRASH ENCLOSURE PLAN

SCALE: 1/4" = 1'-0" (1)



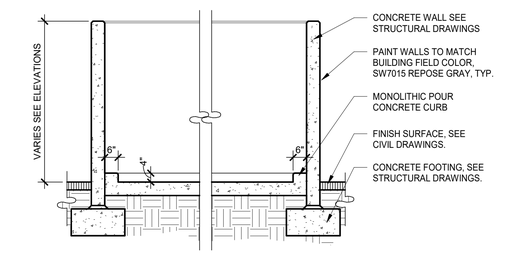
SLIDING GATE - TRACK

SCALE: 3/4" = 1'-0" (6)



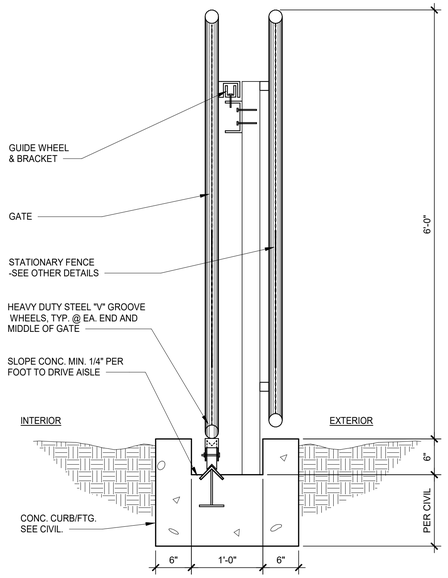
TRASH ENCLOSURE GATE

SCALE: 1/2" = 1'-0" (2)



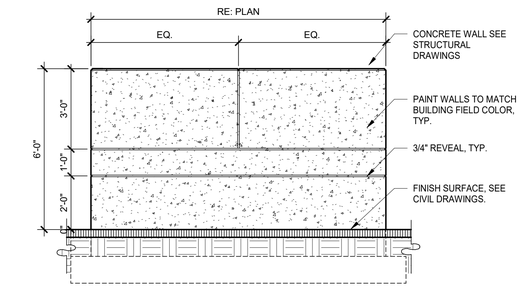
TRASH ENCLOSURE SECTION

SCALE: 3/8" = 1'-0" (3)



SLIDING GATE - SECTION

SCALE: 1" = 1'-0" (8)



TRASH ENCLOSURE ELEVATION

SCALE: 3/8" = 1'-0" (4)

WARE MALCOMB
900 S Broadway, Suite 320
Denver, CO 80209
P 720.488.2626
CIVIL ENGINEERING
MEP / STRUCTURAL ENGINEERING
BUILDING MEASUREMENT
ARCHITECTURE
INTERIORS
BRANDING

SITE PLAN

BARBER NICHOLS #2
6290 W 56TH AVENUE
ARVADA, CO 80002

TRASH ENCLOSURE ELEVATIONS AND GATE DETAILS

	DATE	REMARKS
1	10/24/2025	1ST DEVELOPMENT APP. SUBMITTAL
2	12/16/2025	2ND DEVELOPMENT APP. SUBMITTAL

JOB NO.:	DEN25-0006-00
PA/PM:	BW
DRAWN BY.:	QDN
DATE:	12/16/2025
PLOT DATE:	12/16/2025

SHEET
A100

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Autodesk Docs://DEN25-0006-00_Barber Nichols Building #2/0006_ARCH.rvt

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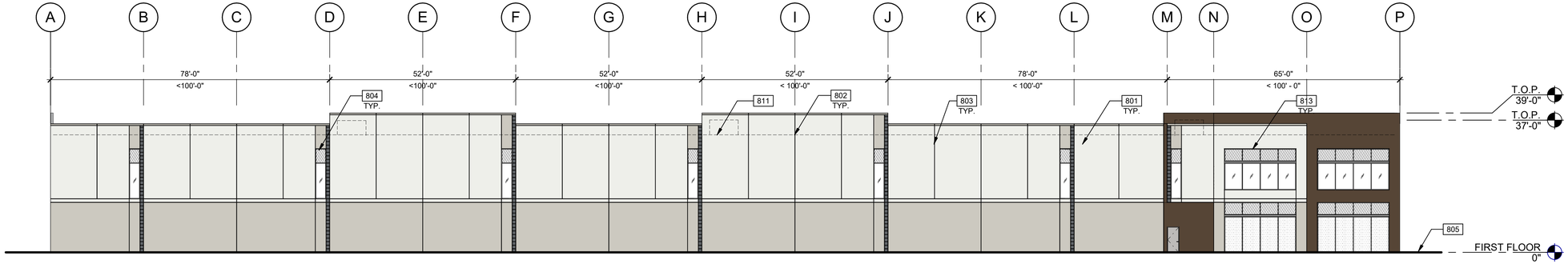
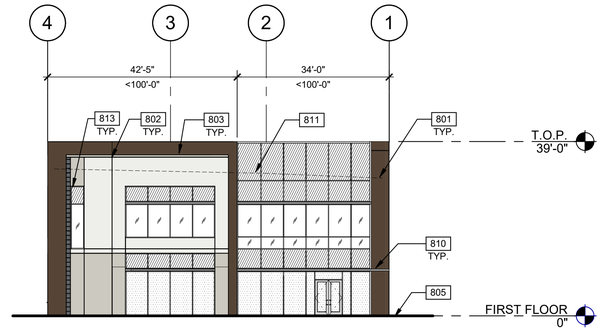


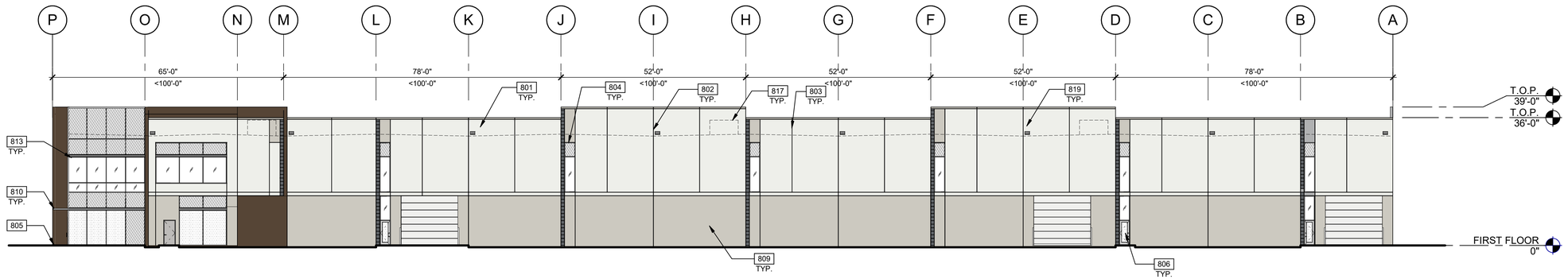
EAST EXTERIOR ELEVATION 1

SCALE: 1/16" = 1'-0"



NORTH EXTERIOR ELEVATION 2

SCALE: 1/16" = 1'-0"



WEST EXTERIOR ELEVATION 3

SCALE: 1/16" = 1'-0"

KEYNOTES:

801	CONCRETE TILT-UP PANEL,PAINTED.
802	CONCRETE TILT-UP PANEL JOINT, SEALED, TO MATCH PANEL COLOR
803	3/4" V-REVEAL.
804	ALUMINUM STORE FRONT SYSTEM WITH 1" THICK LOW-E INSULATED GLAZING.
805	FINISH GRADE VARIES, SEE CIVIL DRAWINGS.
806	STOREFRONT ENTRY DOOR
809	12'x14' OVERHEAD DOOR PREFINISHED WHITE.
810	PAINTED CLOSED STEEL CANOPY.
811	ROOF LINE BEYOND
813	WINDOW WITH THERMALLY BROKEN ALUMINUM STOREFRONT WITH 1" INSULATED SOLAR GRAY GLAZING.
817	ROOF TOP MECH. UNIT
819	OVERFLOW SCUPPER.

LEGEND

GLASS:

VISION GLASS

SPANDREL GLASS

TEMPERED GLASS

ALL GLASS USED ON THE ENVELOPE OF THE BUILDING TO BE:
1" INSULATED SOLARBAND 60

GLASS WIND LOAD RESISTANCE CALCULATIONS ARE UNDER SEPARATE PERMIT

COLORS:

PROVIDE 6'-0" WIDE PAINT COLOR MOCK-UP FULL HEIGHT OF BUILDING FOR OWNER/ARCHITECT REVIEW.

ALL WALLS TO BE PAINTED WITH BASE COLOR U.O.N.

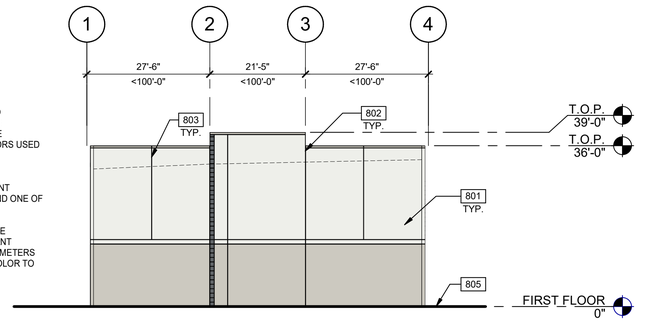
- BASE COLOR: SW 7006 EXTRA WHITE
- SECONDARY COLOR: SW 7015 REPOSE GRAY
- ACCENT COLOR: SW 7041 VAN DYKE BROWN
- ACCENT COLOR: SW7075 WEB GRAY

NOTES:

ROOFTOP MECHANICAL EQUIPMENT AND APPURTENANCES SHOULD ALL BE SCREENED FROM A PUBLIC STREET THROUGH THE USE OF PARAPETS OR ENCLOSURES THAT ARE EQUAL TO, OR GREATER THAN, THE HEIGHT OF THE EQUIPMENT TO BE SCREENED. THE PARAPET OR ENCLOSURE SHALL USE ONE OF THE PREDOMINANT MATERIALS OR COLORS USED ON THE PRIMARY FAÇADE OF THE BUILDING.

ALL AIR CONDITIONING COMPRESSORS SHALL BE COMPLETELY SCREENED. IF A SCREENING ENCLOSURE IS USED, IT SHALL UTILIZE AT LEAST ONE OF THE PREDOMINANT MATERIALS USED ON THE FACADE OF THE PRIMARY STRUCTURE, WHERE FEASIBLE, AND ONE OF THE PREDOMINANT COLORS USED ON THE PRIMARY STRUCTURE.

ALL ROOFTOP AND WALL VENTS AND FLUES ON A PITCHED ROOF OR EXTENDING ABOVE THE TOP OF THE NEAREST PARAPET SHALL BE PAINTED WITH ONE OF THE PREDOMINANT COLORS USED IN THE PRIMARY STRUCTURE WALL-MOUNTED UTILITY EQUIPMENT AND METERS SHALL BE SCREENED FROM VIEW FROM A PUBLIC STREET AND SHALL BE PAINTED A COLOR TO BLEND WITH THE BUILDING FAÇADE.



SOUTH EXTERIOR ELEVATION 4

SCALE: 1/16" = 1'-0"

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SITE PLAN

BARBER NICHOLS #2
6290 W 56TH AVENUE
ARVADA, CO 80002

ELEVATIONS

	DATE	REMARKS
1	10/24/2025	1ST DEVELOPMENT APP. SUBMITTAL
2	12/16/2025	2ND DEVELOPMENT APP. SUBMITTAL

JOB NO.:	DEN25-0006-00
PA/PM:	BW
DRAWN BY.:	QDN
DATE:	12/16/2025
PLOT DATE:	12/16/2025

SHEET
A101

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NOT FOR CONSTRUCTION

CITY OF ARVADA

Affidavit Certifying Notice of Neighborhood Meeting Requirements

Project Number: PA2025-0048

Project Name: Barber-Nichols #2

I, Matthew A Johnson, affirm under the penalty of perjury under the laws of the State of Colorado that the requirements of the notice of neighborhood meeting, defined under City of Arvada Land Development Code Division 8-2-4 - Required Notices, have been met for the neighborhood meeting to be held on 6/12/2025 . A copy of the letter and list of recipients is attached and made a part of this affidavit.

Mailed Notice Postmarked Date: 05/22/2025

M. Johnson
Signature

NOTARY CERTIFICATE

STATE OF COLORADO)
) ss
COUNTY OF Jefferson)

The foregoing affidavit was signed and affirmed before me on June 3, 2025
by Jody E. Hain Oliver

Jody E. Hain Oliver
Notary Public

JODY HAIN OLIVER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234017335
MY COMMISSION EXPIRES MAY 8, 2027

My Commission expires: May 8, 2027

NOTICE OF NEIGHBORHOOD MEETING

This notice is to inform you of an upcoming opportunity to participate in a neighborhood meeting for a potential development project planned within the City of Arvada.

PROJECT NAME:	Barber-Nichols Plant Annexation
PROPERTY LOCATION:	6290 W 56th Avenue, Arvada, CO 80002
APPLICATION SUMMARY:	Barber-Nichols Inc is proposing to rezone to light industrial and annex the property into the city of Arvada. We intend to build one, approximately 30 ft high, 35,000 sq ft manufacturing facility on the lot to consolidate and improve our manufacturing operations.
MEETING INFORMATION	
DATE:	**Thursday, June 12, 2025**
LOCATION:	**APEX Community Recreation Center – 6842 Wadsworth Blvd. Arvada, CO 80003**
TIME:	**6:00 PM**
PROJECT REPRESENTATIVE	
NAME:	Matt Johnson Barber-Nichols
PHONE NUMBER:	303-421-8111
EMAIL ADDRESS:	mjohnson@barber-nichols.com
ARVADA STAFF CONTACT	
NAME:	Chris Sandine
PHONE NUMBER:	720-898-7463
EMAIL ADDRESS:	csandine@arvada.org

A neighborhood meeting is the first step of the public process in the City of Arvada for developments that require a public hearing. This is done to help ensure community input and feedback into proposed developments prior to any formal application being submitted. If an application is submitted and the project moves forward, property owners and Homeowners Associations located within 1,000-feet of the subject property will be notified of the dates of both the Planning Commission hearing and the City Council hearing approximately 10 days in advance of the hearing dates.

During the neighborhood meeting, the project representative will present the proposal to the audience, and may have a graphical representation of the proposal, a project fact sheet, and/or detailed handouts regarding specific details of the planned development for audience review.

Audience members will be given an opportunity to ask questions and provide comments regarding the proposed project. Arvada city staff will be available at the meeting to address any questions regarding the development review and application process.

Please feel free to contact the project representative or the Arvada staff contact listed above with any questions regarding the meeting.

PROJECT VICINITY MAP

6290 W 56th Avenue

ARVADA INDUSTRIAL LLC
5040 ACOMA ST
DENVER CO 80216

1650 EAST 47TH LLC
7800 W UNION AVE 420
DENVER CO 80237

SC & F HOLDINGS LLC
6155 PIERCE ST
ARVADA CO 80003

ASCENT PROPERTIES GROUP LLC
15764 W 63RD AVE
ARVADA CO 80403

AB 55TH LLC
7800 E UNION AVE SUITE
DENVER CO 80237

QUIPCOM LLC
6040 W 56TH AVE
ARVADA CO 80002

PRIME VENTURES LLC
6325 W 55TH AVE
ARVADA CO 80002

WEST 55TH AVE COMM CONDO
OWNERS ASSN
1908 S UNION PL
LAKEWOOD CO 80228

ELMS LLC
6410 QUAKER CT
ARVADA CO 80007

SUTER PAUL
6390 W 56TH AVE
ARVADA CO 80002

WOLFEPAC VENTURES LLC
7746 W 81ST PL
ARVADA CO 80005

NEFF GERTRUDE M
NEFF CLINTON E
6260 W 56TH AVE
ARVADA CO 80002

RDT ENTERPRISES
6783 REED ST
ARVADA CO 80003

J&G HOLDINGS LLC
5497 HARLAN ST
ARVADA CO 80002

BOILERMAKERZ LLC
8863 W ILIFF LN
LAKEWOOD CO 80227

5520 MARSHALL LLC
5530 MARSHALL LLC
5 MOUNTAIN WILLOW DR
LITTLETON CO 80127

JARAMILLO MIKE
5515 HARLAN ST B
ARVADA CO 80002

PRESCOTT HOLDINGS LLC
12276 W TENNESSEE PL
LAKEWOOD CO 80228

5510 JEDD LLC
5510 MARSHALL ST
ARVADA CO 80002

HUNDLEY PETER B
CHAMP JONATHAN B
HUNDLEY DAVID
5515 HARLAN ST H
ARVADA CO 80002

5611 KENDALL COURT LLC
8863 W ILIFF LN
LAKEWOOD CO 80227

MARGEO INC
13591 W 78TH AVE
ARVADA CO 80005

LOECHER ROGER P
5500 W 44TH AVE
DENVER CO 80212

SSS GROUP LLC
3005 30TH ST
BOULDER CO 80301

F&F ENTERPRISES LLC
6295 W 55TH AVE
ARVADA CO 80002

AGF PROPERTY MANAGEMENT
CORP
1636 LOGAN ST
DENVER CO 80203

DIERSCHOW PAUL E
10520 W 47TH AVE
WHEAT RIDGE CO 80033

DIAMOND 55 PROPERTIES LLC
6070 GRAY ST
ARVADA CO 80003

5636 KENDALL COURT LLC
5455 W 59TH AVE R
ARVADA CO 80003

KENDALL A LLC
5040 ACOMA ST
DENVER CO 80216

TOWER THREE LLC
5601 GRAY ST
ARVADA CO 80002

CENTER DENVER INDUS
ASSOCIATES II LTD
300 S JACKSON ST 440
DENVER CO 80209

EPPS PROPERTIES LLC
5067 OAKWOOD CT
COMMERCE MI 48382

5655 GRAY HOLDINGS LLC
5655 GRAY ST
ARVADA CO 80002

VENDENA ROXY F
5520 HARLAN ST
ARVADA CO 80004

KSB 2018 IRREVOCABLE TRUST
1560 S MONROE ST
DENVER CO 80210

5665 GRAY LLC
5659 ALKIRE ST
ARVADA CO 80002

HART OF LAMPERT LLC
5555 W 51ST ST
DENVER CO 80212

SUDAK PROPERTIES LLC
6859 TAFT CT
ARVADA CO 80004

TOWER THREE LLC
5601 GRAY ST
ARVADA CO 80002

FRONT RANGE INVESTORS XXI LLC
6155 W 54TH AVE
ARVADA CO 80002

ACREE JANET
RALEY TRUST
6750 JOHNSON ST
ARVADA CO 80004

HARLAN STREET BUILDING LLC
7309 CARR ST
ARVADA CO 80005

LAKEHAUS LLC
14078 W 58TH PL
ARVADA CO 80004

ACREE JANET
RALEY TRUST
6750 JOHNSON ST
ARVADA CO 80004

DE BELL CLYDE
DE BELL MARY P
3445 W 25TH AVE
DENVER CO 80211

DUO INDUSTRIAL LLC
2084 S MILWAULKEE ST
DENVER CO 80210

KEATON MICHAEL K
6235 W 56TH AVE
ARVADA CO 80002

ROXY AND DOREEN VENDENA
REVOCABLE TRUST
3415 QUAIL CT
WHEAT RIDGE CO 80033

JAMES D MAY SR EXEMPT BYPASS
TRUST
22918 CHAUS CT
KATY TX 77494

KEATON JORDAN
6235 W 56TH AVE
ARVADA CO 80002

GRAY STREET BUILDING LLC
7309 CARR ST
ARVADA CO 80005

MAY JAMES D SR
PO BOX 1029
BEEVILLE TX 78104

ALPHA INDUSTRIAL LLLP
1475 W 141ST WAY
WESTMINSTER CO 80023

GRAY COURT NORTH LLC
5520 HARLAN ST
ARVADA CO 80002

R & G VENTURES LLC
5474 MARSHALL ST
ARVADA CO 80002

6013 W 56TH AVENUE LLC
440 S LEWIS ST
LAKEWOOD CO 80226

ELEVADO ESTATES LLC
9454 WILSHIRE BLVD PENTHOUS
BEVERLY HILLS CA 90212

HORACE PROPERTIES RLLLP
160 S MARION PKWY
DENVER CO 80209

AGG REAL ESTATE LLC
7033 VANCE ST
ARVADA CO 80003

BERRETH VERNON
BERRETH MARCIA A
14754 JACKSON ST
BRIGHTON CO 80602

ESA REAL ESTATE LLC
7033 VANCE ST
ARVADA CO 80002

Barber Nichols
BARBER-NICHOLS.COM 6325 W. 55TH AVE. ARVADA, CO 80002 (303) 421-8111 FAX. (303) 420-4679

June 12th, 2025

Barber-Nichols Plant Annexation
Neighborhood Meeting Summary

Barber-Nichols (B-N) neighborhood meeting, in reference to Building #2 Plant Annexation (Project # PA2025-0048), was held at 6PM on June 12th, 2025 a the APEC Community Recreation Center. Mike Dixon (General Manager) and Matt Johnson (Director of Operations) were present for the meeting. Barber-Nichols presented our company history, types of products manufactured, and rationale for use of a new building at 6290 W. 56th Avenue. Attached are copies of the presentation and project description handout. Additionally, Barber-Nichols reviewed a preliminary plot layout and use of the land. Barber-Nichols answered questions about our company and the proposed site. Below is a list of questions raised about the proposed site and Barber-Nichols responses to address any concerns.

#	Question:	Response:
1	Are there any chemicals or explosives that will be used that neighbors should be concerned about?	No, Barber-Nichols doesn't not utilize any dangerous chemicals that may be explosive. Examples of chemicals utilized are standard oils, sealants, water-based coolants, acetone, and Isopropyl Alcohol.
2	Will the property be gated in a similar manner to the existing campus?	Yes, the property will have standard fencing around the property and gated access off 56th Ave.

Matt A Johnson

Matt A. Johnson
Director of Operations

Barber Nichols
BARBER-NICHOLS.COM 6325 W. 55TH AVE. ARVADA, CO 80002 (303) 421-8111 FAX. (303) 420-4679

June 12th, 2025

Barber-Nichols Plant Expansion Neighborhood Meeting
(PA2025-0048)

Sign-In Sheet

Name	Address	Business Name
Christy Wolfe	5509 Harlan st Arvada 80002	The Metal Company, Inc
Greg Wolfe	5509 Harlan st "	The Metal Company, Inc.
CHRIS SANDINE	8101 RALSTON ROAD	CITY OF ARVADA
MANNY NUNO	900 S. BROADWAY, DENVER CO 80209	WARE MALCOMB
BRIAN WEISS	900 S. BROADWAY, DENVER	WARE MALCOMB

Barber Nichols
BARBER-NICHOLS.COM 6325 W. 55TH AVE. ARVADA, CO 80002 (303) 421-8111 FAX. (303) 420-4679

June 12th, 2025

Barber-Nichols Plant Expansion Project Description

Barber-Nichols (B-N) is an aerospace/defense contractor located at 6325 W 55th Ave. in Arvada. We design, manufacture, assemble, test, and service specialty pumps, turbines, compressors and their integrated systems. Our business has been growing for over 15 years at a rate of 10%/year or more. As we have grown, we have added jobs, acquired, refurbished and improved adjacent buildings and property, adding them to our campus while generally improving our neighborhood. At this point B-N needs to make a significant move to consolidate our machining operations and improve overall production efficiency. We intend to do this by building a new manufacturing building on property we have recently acquired and consolidate machining operations from three buildings into one.

The acquired property is located at 6290 W. 56th Ave. The overall land dimensions are approximately 162 ft wide (along 56th Ave) and 480 ft deep making up approximately 1.7 acres. The land is in unincorporated Jefferson County and most recently is residential with a significant amount outdoor storage on the property. There is an existing home that will be demolished eventually. This lot is near to our existing facility campus and will be developed to similarly match the existing buildings.

The property is one parcel that will require rezoning. The conceptual layout of the plant is attached. Preliminary discussions with Jefferson County, the City of Arvada Economic Development Association, and architect/civil engineer consultants indicate Arvada will annex the property to enable water use in the sprinklered building. B-N's application for land development will include zoning into Arvada light industrial. Based on our preliminary review of the Arvada Land Development Code, we believe we have a reasonable understanding of both zoning requirements and have developed a concept of our development plan for the property that probably meets the requirements.

The building itself is envisioned to be 75 ft wide, 375 ft deep, and 30 ft high concrete tilt up construction. The office area will be closest to the street and have two stories of office area (approximately 3500 sq ft each level). The main warehouse floor area will have approximately 25,000 sq ft of floor area and have high ceilings with overhead crane access. The rear of the building will have approximately 2250 sq ft of space, some of which may have second story storage associated with it. We envision this rear building space to hold handling equipment, raw material, tooling etc. Besides a main entrance into the office area, we expect to have 3 man door/overhead access door entrances along the perimeter of the manufacturing and storage areas.

The building will house B-N's production planning, purchasing, quality, machining and assembly operations. Machining operations will include conventional turning and milling machines along with high tolerance inspection machines. The machines use water-based coolant. A majority of the warehouse space will be utilized for assembly operations of pump assemblies. The internal environment will be temperature and humidity conditioned with air filtering. We do not expect any pollutant generation or discharge from this building. No highly flammable material is expected to be used or generated in the facility.

The lot will be a mixture of soft and hard surfaced with precipitation runoff draining to and accumulating in the back of the lot where there is an existing storm water line and easement. Irrigation water rights once used on the land have previously been sold to the City of Arvada.

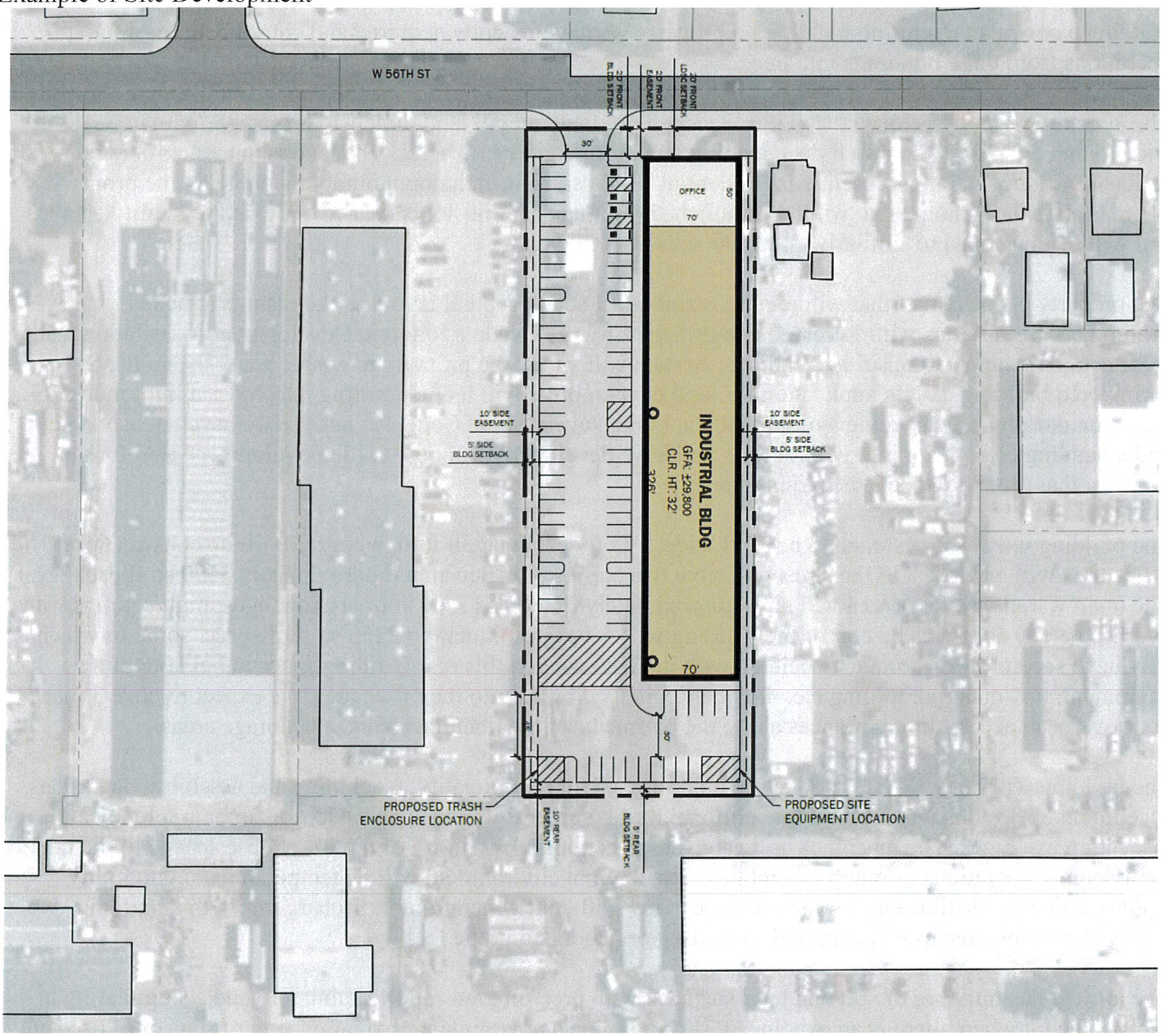
Barber Nichols
BARBER-NICHOLS.COM 6325 W. 55TH AVE. ARVADA, CO 80002 (303) 421-8111 FAX. (303) 420-4679

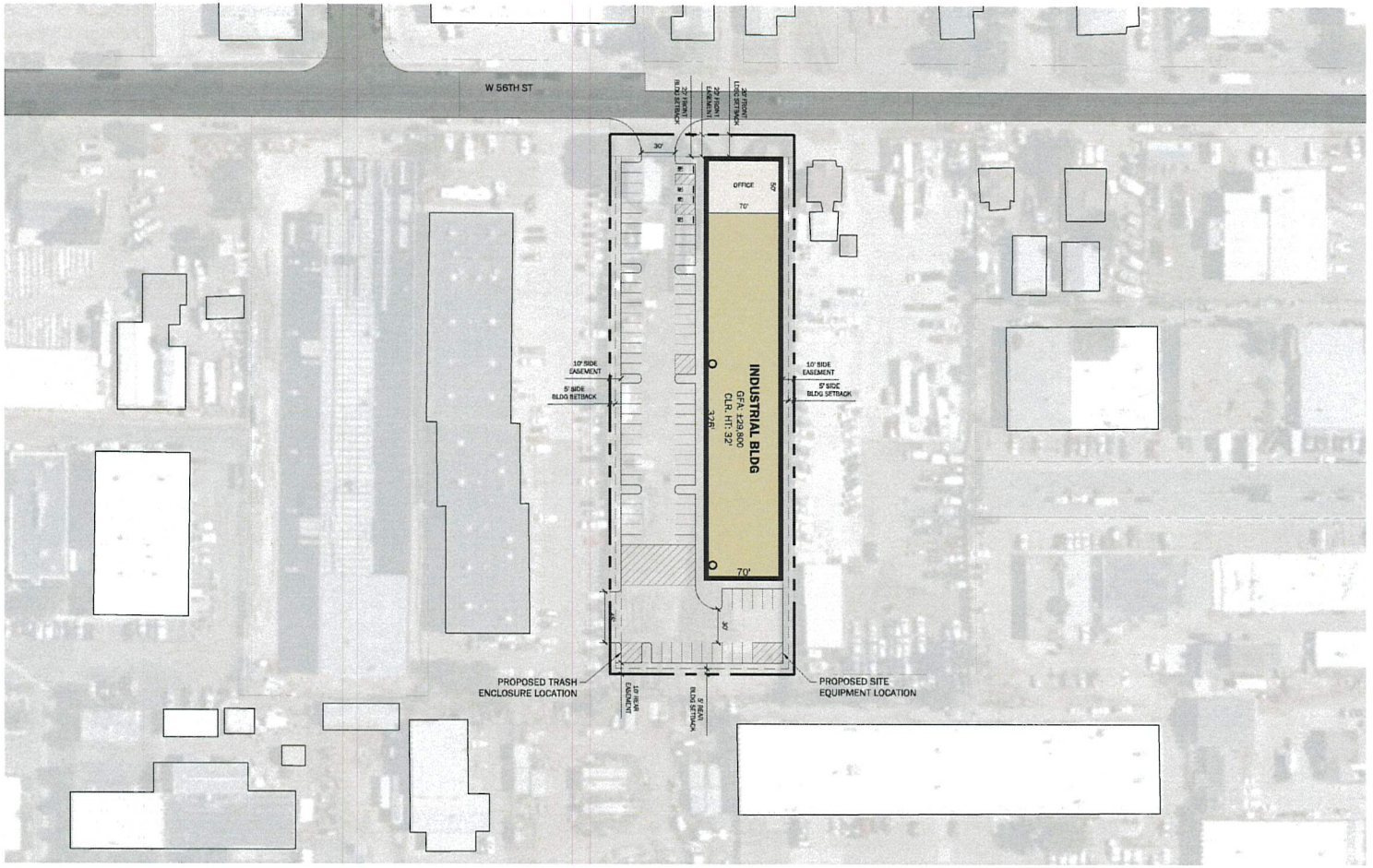
With standard set-backs, there appears to be sufficient parking for the approximately 50-60 people envisioned to work in the building over 2, 10-hour shifts. Truck and fire department access is provided off 56th Ave with turn around access in rear of the building.

Matt A Johnson

Matt A. Johnson
Director of Operations

Example of Site Development





DEVELOPMENT STANDARDS

Zoning		
Jurisdiction		City of Arvada
Zoning Designation		IL
Max Building Coverage		50%
Max F.A.R		N/A
Max Height		40 FT
Max Stories		
Req. Landscape		15%
Building Setbacks		
	Front	20 FT
	Side	5 FT [1]
	Rear	5 FT [1]
Landscape Setbacks		
	Front	20 FT
	Side	N/A
	Rear	N/A
Parking Standards		
	Min Stall Size	9X18
	Drive Aisle	24 FT
	Fire Lane	26 FT
	Landscape Islands	8 FT
Required Parking		
	Office	3/1000 SF
	Manufacturing	1.75/1000 SF
	Warehouse	1.75/1000 SF

PROJECT DATA

Site Summary		*APN(s): ##*
Gross Site Area	78,471 SF	1.80 AC
Total Building Area(s)	Gross Floor Area	29,820 SF
	Footprint	29,820 SF
Coverage	Gross	38%
	Net	38%
FAR	Gross	0.38
	Net	0.38
Provided Landscape	14,028 SF	@ 18%

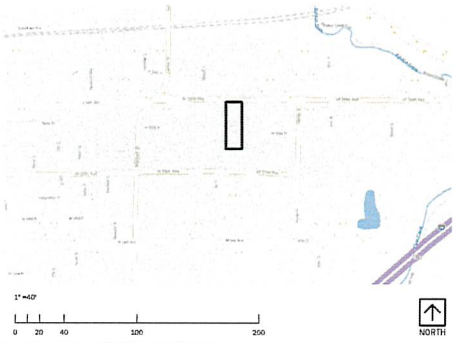
Building 1		
Building Area(s)	Footprint	29,820 SF
Cars Required	@5% Office	61 Stalls
Cars Provided	*@2.58/1,000 SF*	77 Stalls
	Req. Accessible	4 Stalls
Drive-in Doors		2
Docks		0

Notes

1 - Side and rear setbacks shall be 20 ft. where adjacent to a single-family detached use in unincorporated Jefferson County.

2 -

3 -



This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

Boundary Source: REGRID PARCEL DATA www.regrid.com

Stormwater Management Design: ASSUMED UNDERGROUND SYSTEM

SCHEME: 04

Conceptual Site Plan
BARBER NICHOLS #2
6290 W. 56th Arvada, CO

WARE MALCOMB

DEN25-0006-00
2025.04.09

PAGE
01

Barber-Nichols Plant Expansion #2
DA2025-0057

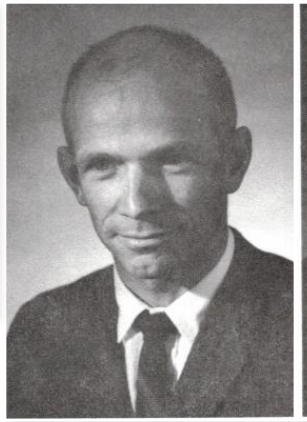
Barber-Nichols.com

Mission-Critical Turbomachinery Solutions

Barber-Nichols Proprietary and Confidential

About Barber-Nichols

- Founded 1966
- Fiscal Year 2025 Sales: ~$80M
- Employees: 220
- Campus: 100,000 ft^2 total
- 43,000 ft^2 state-of-the-art manufacturing facility - 2021
- Graham Corporation Acquisition- 2021
- P3 Technologies Acquisition- 2023



Purpose & Values

Purpose

Explore the universe, enable sustainable energy, and protect freedom through innovative turbomachinery solutions.

Our Values

- Foster each other's strengths
- Connect passion with purpose
- One team, all in

Industries

- **Aerospace**
  Fuel & Coolant Pumps, Rocket Turbopumps, Cooling Fans, High Altitude Blowers, Fuel Cell Blowers
- **Cryogenics**
  Liquid/Vapor/SC Coolant Circulators, LNG Pumps, Blowers
- **Defense**
  Pumps, Blowers, Turbines, Generators, Electronics
- **Energy**
  Turbine/Generators, Fuel Cell Blowers & Pumps, Research Power Systems ORC & SCO2

Products

- Pumps
- Compressors & Fans
- Turbines & Power Systems
- Rocket Engine Turbopumps
- Motors, Generators & Controllers
- Thermal Management Solutions
- Integrated systems

Products

Air Turbine Pumps for Virginia Class Submarines

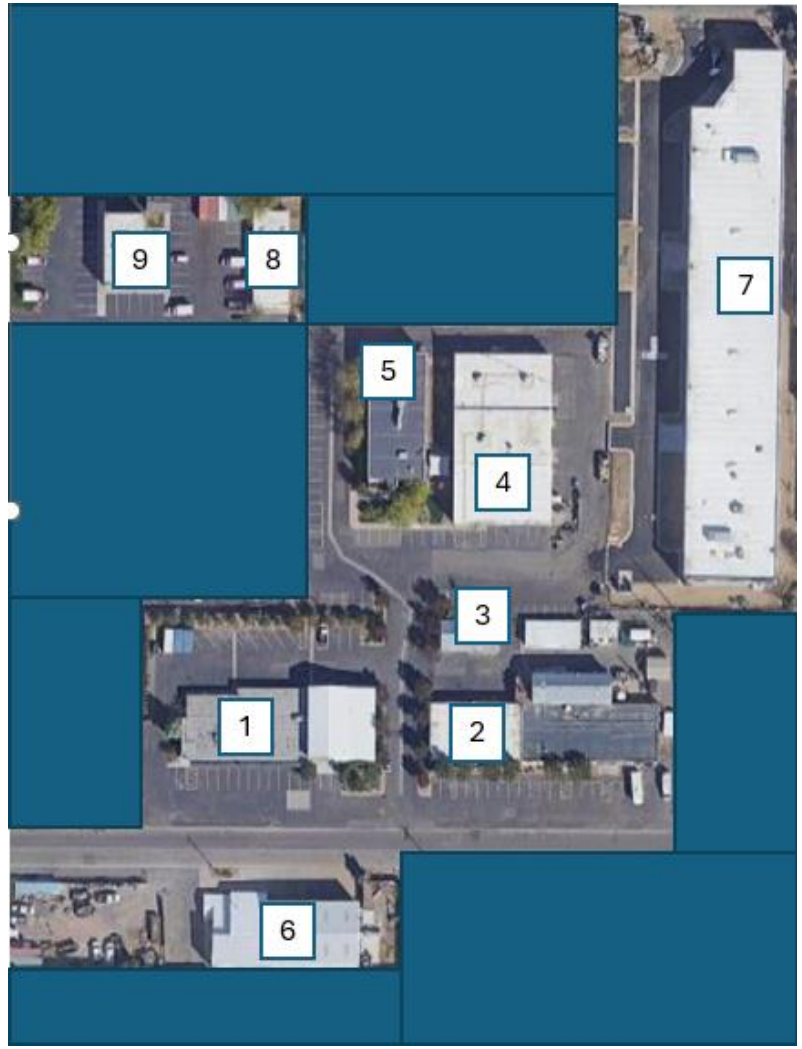
Rocket Engine Turbopump for Launcher One

Alternator & Regulator for MK48 Torpedoes

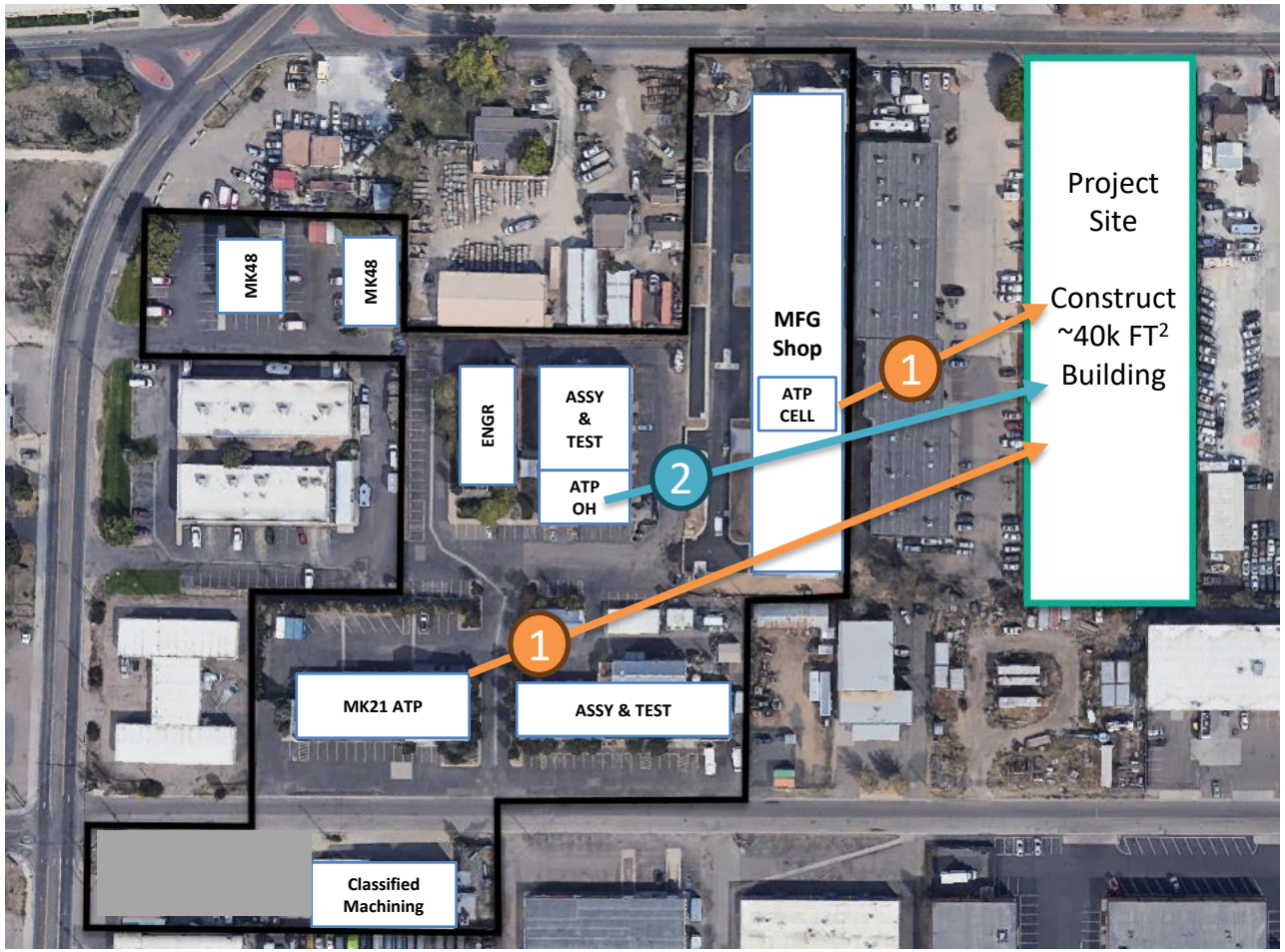
Oxygen Fans for NASA Space Suit

Current Campus

1. Human Resources & Special Programs
2. Assembly & Test, Electronics Lab, ECM & AM
3. High Speed Device Test Building
4. Overhaul & Test
5. Engineering & Sales
6. MK48 & MK21 Production Facility
7. New Manufacturing Facility, Operations, ECM, Shipping/Receiving
8. MK48 Technician Facility
9. Accounting, Inventory, MK48



Proposed New Building @ 6290 W 56th



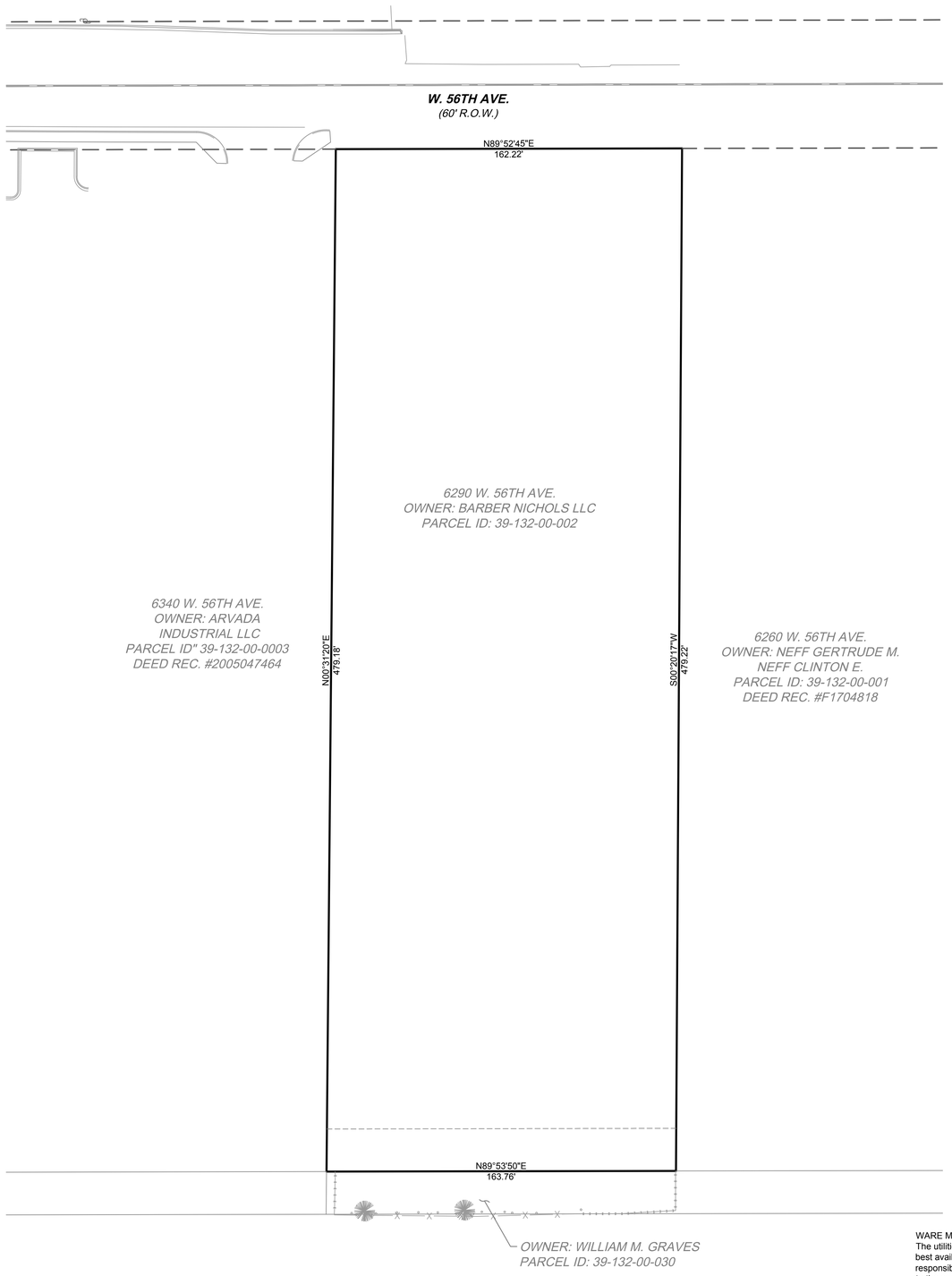
- Existing campus (black outline)
- New plot of land acquired (green outline)
- Construct a ~40k SQ-FT building
- Move all production of Air Turbines to the new space (Manufacturing cell, inventory, raw materials, Assembly)
- Allows for move & expansion of Overhaul
- Frees up space in MFG shop for additional machine expansions
- Expansion requires annexation, rezone, replat, and site development actions

CAUTION: IF THIS SHEET IS NOT 24"x36" IT IS A REDUCED PRINT

BARBER NICHOLS #2

REZONING PLAN

SITUATED IN THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY JEFFERSON, STATE OF COLORADO



SITE DATA

PARCEL NUMBER: 39-132-00-002

TOTAL SITE AREA: 1.793 ACRES (78,100 SQUARE FEET)

EXISTING ZONING CLASSIFICATION/USE: RESIDENTIAL

PROPOSED ZONING CLASSIFICATION/USE: LIGHT INDUSTRIAL

LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER OF THE COUNTY ROAD 568.28 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 13, THENCE WEST 162.36 FEET, THENCE SOUTH 529.24 FEET, THENCE EAST 163.73 FEET, THENCE NORTH 529 FEET AND A FRACTION OF A FOOT TO THE POINT OF BEGINNING,

EXCEPT ANY PORTION LYING WITHIN WEST 56TH AVENUE AND

EXCEPT A STRIP OF LAND 20 FEET OFF THE SOUTH SIDE OF SUBJECT PROPERTY, COUNTY OF JEFFERSON, STATE OF COLORADO.

WARE MALCOMB assumes no responsibility for utility locations. The utilities shown on this drawing have been plotted from the best available information. It is, however, the contractors responsibility to field verify the location of all utilities prior to the commencement of any construction.

ARVADA JOB NO. DA-2025-0057

P:\DEN\25000600\Civil\CAD\Sheets\Rezoning\DEN25-0006_Rezoning Plan.dwg 12/17/2025 6:44 AM ICONTRERAS 1:1

THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF WARE MALCOMB AND SHALL NOT BE USED ON ANY OTHER WORK EXCEPT BY AGREEMENT WITH WARE MALCOMB. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED ON THE JOB SITE. ANY DISCREPANCY SHALL BE BROUGHT TO THE NOTICE OF WARE MALCOMB PRIOR TO THE COMMENCEMENT OF ANY WORK.

WARE MALCOMB
CIVIL ENGINEERING & SURVEYING
900 south broadway
suite 320
denver, co 80209
p 303.561.3333
waremalcomb.com

FOR AND ON BEHALF
OF WARE MALCOMB

REZONING PLAN
BARBER NICHOLS #2
6290 W 56TH AVENUE
ARVADA, CO 80002

NO	DATE	REMARKS
1	10/24/2025	1ST DEVELOPMENT APPLICATION SUBMITTAL
2	12/16/2025	2ND DEVELOPMENT APPLICATION SUBMITTAL

JOB NO.:	DEN25-0006
PA / PM:	C. STRAWN
DESIGNED:	I. CONTRERAS
DATE:	07/24/2025
PLOT DATE:	12/16/2025

SHEET
1
Sheet 1 of 1

NOT FOR CONSTRUCTION

NAME OF ANNEXATION: Barber-Nichols #2

APPROXIMATE LOCATION: 6290 W. 56th Ave.

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 Petitioner alleges that:

1. It is desirable and necessary that the above-described territory be annexed to the City of Arvada.
2. No less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Arvada.
3. A community of interest exists between the territory proposed to be annexed and the City of Arvada.
4. The territory proposed to be annexed is urban or will be urbanized in the future.
5. The territory proposed to be annexed is integrated or is capable of being integrated with the City of Arvada.
6. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
   a. is divided into separate parts or parcels without the written consent of the landowner or landowners thereof.
   b. comprising twenty acres or more which, together with the buildings and improvements situated thereon, has an assessed value in excess of two-hundred thousand dollars for an ad valorem tax purpose for the year preceding the annexation is included within the territory proposed to be annexed, without the written consent of the landowner or landowners thereof.
7. No annexation proceedings have been commenced by another municipality for the annexation of part or all of the area proposed herein to be annexed to Arvada.
8. Annexation of the territory proposed to be annexed will not result in detachment of area from any school district and the attachment of the same to another school district.
9. Annexation of the area proposed to be annexed will not have the effect of extending the City of Arvada's municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year.
10. No portion of a platted street or alley lies within the boundaries of the area proposed to be annexed, unless the entire width of said street or alley has been included within the boundaries of the area to be annexed.
11. The Signer(s) of the Petition comprise(s) the landowner(s) of one hundred percent of the territory included in the area proposed to be annexed, exclusive of streets and alleys and any land owned by the annexing municipality.
12. All other requirements of Section 31-12-104 and 31-12-105, C.R.S., exist or have been met.
13. The mailing address of the Signer, the legal description of the land owned by such signer, and the date of signing of such signature are all shown on this Petition.
14. Attached to this Petition is the Affidavit of Circulator of this Petition that the signature hereon is the signature of the person whose name it purports to be.

Your Petitioner(s) further request(s) that the City of Arvada approve the annexation of the area proposed to be annexed.

Owner's Signature: M. Jol

Owner's Name: MATT JOHNSON

Address: 6350 W 56TH AVE, ARVADA CO 80002

Date of signing: APRIL 7, 2026

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Jody F. Hain Oliver, 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.

Jody F. Hain Oliver
Circulator

NOTARY CERTIFICATE

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Subscribed and sworn to before me this 7th day of April, 2026.

(SEAL)
JODY HAIN OLIVER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234017335
MY COMMISSION EXPIRES MAY 8, 2027

Witness my hand and seal: Jody F. Hain Oliver

My commission expires: 5/8/2027

EXHIBIT A

LAND DESCRIPTION (PER ABJ70849579)

THAT PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER OF THE COUNTY ROAD 568.28 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 13, THENCE WEST 162.36 FEET, THENCE SOUTH 529.24 FEET, THENCE EAST 163.73 FEET, THENCE NORTH 529 FEET AND A FRACTION OF A FOOT TO THE POINT OF BEGINNING,

EXCEPT ANY PORTION LYING WITHIN WEST 56TH AVENUE AND EXCEPT A STRIP OF LAND 20 FEET OFF THE SOUTH SIDE OF SUBJECT PROPERTY, COUNTY OF JEFFERSON, STATE OF COLORADO.

LAND DESCRIPTION TAX PARCEL (AS-SURVEYED)

A PARCEL OF LAND KNOWN AS A PORTION OF THE 20-FOOT-WIDE WILLIAM M. GRAVES REMNANT PROPERTY, COUNTY PARCEL ID 39-132-00-030, SITUATED IN THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 13, MONUMENTED BY A FOUND CITY OF WHEAT RIDGE 3" BRASS CAP IN RANGE BOX, STAMPED PLS 13212 1985, AND FROM WHICH THE WEST 1/16TH CORNER BEARS N89°49'12"W, A DISTANCE OF 1319.02 FEET, AND MONUMENTED BY A FOUND 2.5" ALUMINUM CAP IN RANGE BOX, STAMPED 2003 PLS 36561, FORMING THE BASIS OF BEARINGS FOR ALL LINES DESCRIBED HEREIN, THENCE ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4, N89°49'12"W, A DISTANCE OF 568.40 FEET; THENCE S00°37'43"W, A DISTANCE OF 30.00 FEET TO A FOUND #4 REBAR WITH 1" PLASTIC CAP STAMPED GILLANS ENG PLS 13486, THENCE CONTINUING S00°37'43"W, A DISTANCE OF 479.24 FEET TO A FOUND #4 REBAR WITH 1" PLASTIC CAP STAMPED GILLANS ENG PLS 13486 AND THE POINT OF BEGINNING.

THENCE CONTINUING S00°37'43"W, A DISTANCE OF 20.00 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE EXCEPTED STRIP FROM THE PROPERTY TO THE NORTH DESCRIBED AS A "STRIP OF LAND 20 FEET WIDE ON SOUTH FOR ROAD PURPOSES",

THENCE ON LINE PARALLEL TO AND 20-FEET SOUTH OF THE PROPERTY TO THE NORTH DESCRIBED IN DEED AT RECEPTION NO. F0205560, N89°49'15"W, A DISTANCE OF 163.67 FEET;

THENCE ON THE WEST LINE OF SAID STRIP, N00°47'39"E, A DISTANCE OF 20.00 FEET;

THENCE ON THE SOUTH LINE OF THE SAID PROPERTY TO THE NORTH, S89°49'15"E, A DISTANCE OF 163.61 FEET, CONTAINING 3,273 SQUARE FEET OR 0.075 ACRES, MORE OR LESS,

CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO.

CITY OF ARVADA

REPORT TO CITY COUNCIL ORDINANCE FIRST READING

AGENDA ITEM 8.C.2.A.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: CB26-019, An Ordinance Annexing Certain Land into the City of Arvada, Barber Nichols Plant Expansion #2, a 1.793 Acre Parcel of Land Located 6290 W 56th Ave, in the County of Jefferson, State of Colorado (Public hearing set for June 16, 2026 at 6:15 p.m.)

Report in Brief

Barber-Nichols has acquired the 1.793-acre parcel of land located at 6290 West 56th Avenue and is requesting annexation into the City of Arvada for utility services. Additionally, the applicant is requesting to rezone the parcel of land from Jefferson County's R-2 designation to IL (Light Industrial) in order to construct an office and manufacturing facility.

Barber-Nichols is an aerospace and defense contractor that designs, manufactures, assembles, tests, and services specialty pumps, turbines, compressors and their integrated systems. With several smaller buildings in the surrounding neighborhood, Barber-Nichols is looking to make a significant move to consolidate their machining operations and improve production efficiency. With the construction of this facility, Barber-Nichols will consolidate three existing buildings into one.

Financial Impact

There is no fiscal impact to the city.

Background

Barber-Nichols has acquired the 1.793-acre parcel of land located at 6290 West 56th Avenue and is requesting annexation into the City of Arvada for utility services. Additionally, the applicant is requesting to rezone the parcel of land from Jefferson County's R-2 designation to IL (Light Industrial) in order to construct an office and manufacturing facility.

Barber-Nichols is an aerospace and defense contractor that designs, manufactures, assembles, tests, and services specialty pumps, turbines, compressors and their integrated systems. With several smaller buildings in the surrounding neighborhood, Barber-Nichols is looking to make a significant move to consolidate their machining operations and improve production efficiency. With the construction of this facility, Barber-Nichols will consolidate three existing buildings into one.

The subject property is currently located on the south side of West 56th Avenue, between Marshall Street and Harlan Street, in unincorporated Jefferson County. A Phase I Environmental Site Assessment revealed the property was initially developed with a residential structure in 1922. Additional research shows that by 1972, the trees on the property were removed, and it was being used for the storage of trucks and equipment. Currently, the property is being used as a parking and storage lot.

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	Complies	The annexation area is included within the Comprehensive Plan Future Land Use map and

	the City would be served by annexation of the subject property.		consistent with the Clear Creek / I-76 Community Plan.
2.	The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code, the Arvada City Code, and the terms of an annexation agreement that is simultaneously approved with the annexation.	Complies	The existing parcel meets all the requirements of the requested zoning district, and the site will be developed in accordance with the LDC and all other applicable codes.
3.	At the time any development of the subject property is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities, and public services.	Complies	There are adequate services necessary to service this site.

Public Contact

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 was held on Thursday, June 12, 2025. Representatives for Barber-Nichols, City Staff, and three (3) community members were in attendance. Matt Johnson, Director of Operations for Barber-Nichols, gave a brief presentation on the history of their company, how they intend to utilize the proposed facility, and where they look to expand in the future. In addition to the presentation, handouts with a detailed description of the proposal and the proposed site plan were provided. Several questions were raised by the community members, including whether there should be any concern with the type of raw materials being processed at this plant and the projected timeframe for construction. Overall, the community members who attended the meeting were supportive and glad to see Barber-Nichols continue to operate their business in the neighborhood. The applicant also prepared a summary of the meeting, which is attached.

Written notice was sent 15 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

Commission Recommendation

On April 1, 2026, the Planning Commission voted 7 to 0 to recommend approval to the City Council on June 16, 2026.

Strategic Alignment

This 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 CB26-019, An Ordinance Annexing Certain Land into the City of Arvada, Barber Nichols Plant Expansion #2, a 1.793 acre parcel of land located 6290 W 56th Ave, in the county of Jefferson, State of Colorado.

Suggested Motion:

SUBJECT: CB26-019, An Ordinance Annexing Certain Land into the City of Arvada, Barber Nichols Plant Expansion #2, a 1.793 Acre Parcel of Land Located 6290 W 56th Ave, in the County of Jefferson, State of Colorado (Public hearing set for June 16, 2026 at 6:15 p.m.)	**PAGE:** 3 **ITEM:** 8.C.2.A.

I move that CB26-019, An Ordinance Annexing Certain Land into the City of Arvada, Barber Nichols Plant Expansion #2, a 1.793 acre parcel of land located 6290 W 56th Ave, in the county of Jefferson, State of Colorado, be (approved on first reading, ordered published in full, and a public hearing set for June 16, 2026 at 6:15 p.m.) (rejected).

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Christopher Sandine, Planner II	04/28/2026
Josie Suk, Development Systems and Administrative Manager	04/28/2026
Rob Smetana, Planning Manager	04/28/2026
Jessica Garner, Director of Community and Economic Development	04/29/2026
Gail Walker, Legal Specialist-Contracts	04/29/2026
Kelsy Sargent, Assistant City Attorney	04/30/2026
Rachel Morris, City Attorney	05/06/2026
Allison Scheck, Deputy City Manager	05/06/2026
Don Wick, City Manager	05/08/2026

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 26-019
ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA, BARBER NICHOLS PLANT EXPANSION #2, A 1.793 ACRE PARCEL OF LAND LOCATED AT 6290 W. 56TH AVE, IN THE COUNTY OF JEFFERSON, STATE OF COLORADO

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

Section 1. The City Council of the City of Arvada, State of Colorado, having examined the filings and the annexation map for certain real property more fully described in said map finds as follows:

1. That a petition for annexation, together with four copies of the annexation map as required by law, was filed with the City by the owners of over fifty percent of the area of the territory hereinafter described, exclusive of public streets and alleys, and comprising more than fifty percent of the landowners of the property to be annexed.

2. That the City, by resolution at a properly noticed meeting accepted said petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, as amended, and Section 30 of Article II of the Colorado Constitution have been met and further determined that an election was not required under the Act and that no additional terms and conditions were imposed upon said annexation.

3. That the area proposed to be annexed meets the applicable requirements of Sections 31-12-104 and 31-12-105, C.R.S., and is therefore eligible for annexation to the City of Arvada.

Section 2. The following described real property, situated in the County of Jefferson, State of Colorado, be and the same hereby is annexed to the City of Arvada, to wit:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN.

More particularly described in the attached Exhibit A.

Section 3. The Mayor is hereby authorized to execute, the City Clerk to attest, in form approved by the City Attorney, an Annexation Agreement pertaining to the property owned by the Petitioners.

Section 4. The Clerk of the City shall perform all statutory duties to complete said annexation.

Section 5. This Ordinance shall be effective five days after publication following final passage

INTRODUCED, READ, AND ORDERED PUBLISHED this 19th day of May, 2026.

PASSED, ADOPTED, AND APPROVED this _____day of _____, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

Publication Dates: May 21, 2026

Exhibit A

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA, BARBER NICHOLS PLANT EXPANSION #2, A 1.793 ACRE PARCEL OF LAND LOCATED AT 6290 W. 56TH AVE, IN THE COUNTY OF JEFFERSON, STATE OF COLORADO

EXHIBIT A

LAND DESCRIPTION (PER ABJ70849579)

THAT PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER OF THE COUNTY ROAD 568.28 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 13, THENCE WEST 162.36 FEET, THENCE SOUTH 529.24 FEET, THENCE EAST 163.73 FEET, THENCE NORTH 529 FEET AND A FRACTION OF A FOOT TO THE POINT OF BEGINNING,

EXCEPT ANY PORTION LYING WITHIN WEST 56TH AVENUE AND EXCEPT A STRIP OF LAND 20 FEET OFF THE SOUTH SIDE OF SUBJECT PROPERTY, COUNTY OF JEFFERSON, STATE OF COLORADO.

LAND DESCRIPTION TAX PARCEL (AS-SURVEYED)

A PARCEL OF LAND KNOWN AS A PORTION OF THE 20-FOOT-WIDE WILLIAM M. GRAVES REMNANT PROPERTY, COUNTY PARCEL ID 39-132-00-030, SITUATED IN THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 13, MONUMENTED BY A FOUND CITY OF WHEAT RIDGE 3" BRASS CAP IN RANGE BOX, STAMPED PLS 13212 1985, AND FROM WHICH THE WEST 1/16TH CORNER BEARS N89°49'12"W, A DISTANCE OF 1319.02 FEET, AND MONUMENTED BY A FOUND 2.5" ALUMINUM CAP IN RANGE BOX, STAMPED 2003 PLS 36561, FORMING THE BASIS OF BEARINGS FOR ALL LINES DESCRIBED HEREIN, THENCE ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4, N89°49'12"W, A DISTANCE OF 568.40 FEET; THENCE S00°37'43"W, A DISTANCE OF 30.00 FEET TO A FOUND #4 REBAR WITH 1" PLASTIC CAP STAMPED GILLANS ENG PLS 13486, THENCE CONTINUING S00°37'43"W, A DISTANCE OF 479.24 FEET TO A FOUND #4 REBAR WITH 1" PLASTIC CAP STAMPED GILLANS ENG PLS 13486 AND THE POINT OF BEGINNING.

THENCE CONTINUING S00°37'43"W, A DISTANCE OF 20.00 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE EXCEPTED STRIP FROM THE PROPERTY TO THE NORTH DESCRIBED AS A "STRIP OF LAND 20 FEET WIDE ON SOUTH FOR ROAD PURPOSES",

THENCE ON LINE PARALLEL TO AND 20-FEET SOUTH OF THE PROPERTY TO THE NORTH DESCRIBED IN DEED AT RECEPTION NO. F0205560, N89°49'15"W, A DISTANCE OF 163.67 FEET;

THENCE ON THE WEST LINE OF SAID STRIP, N00°47'39"E, A DISTANCE OF 20.00 FEET;

THENCE ON THE SOUTH LINE OF THE SAID PROPERTY TO THE NORTH, S89°49'15"E, A DISTANCE OF 163.61 FEET, CONTAINING 3,273 SQUARE FEET OR 0.075 ACRES, MORE OR LESS,

CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO.

CITY OF ARVADA

REPORT TO CITY COUNCIL ORDINANCE FIRST READING

AGENDA ITEM 8.C.2.B.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: CB26-020, An Ordinance Rezoning Certain Land within the City of Arvada, Barber Nichols Plant Expansion #2, from Jefferson County R-2 to City of Arvada IL (Light Industrial) and Amending the Official Zoning Maps of the City of Arvada, Colorado, a 1.793 Acre Parcel of Land Located at 6290 W 56th Ave, in the County of Jefferson, State of Colorado (Public Hearing to be set for June 16, 2026 at 6:15 P.M.)

Report in Brief

Barber-Nichols has acquired the 1.793-acre parcel of land located at 6290 West 56th Avenue and is requesting annexation into the City of Arvada for utility services. Additionally, the applicant is requesting to rezone the parcel of land from Jefferson County's R-2 designation to IL (Light Industrial) in order to construct an office and manufacturing facility.

Barber-Nichols is an aerospace and defense contractor that designs, manufactures, assembles, tests, and services specialty pumps, turbines, compressors and their integrated systems. With several smaller buildings in the surrounding neighborhood, Barber-Nichols is looking to make a significant move to consolidate their machining operations and improve production efficiency. With the construction of this facility, Barber-Nichols will consolidate three existing buildings into one.

Financial Impact

There is no fiscal impact to the city.

Background

Barber-Nichols has acquired the 1.793-acre parcel of land located at 6290 West 56th Avenue and is requesting annexation into the City of Arvada for utility services. Additionally, the applicant is requesting to rezone the parcel of land from Jefferson County's R-2 designation to IL (Light Industrial) in order to construct an office and manufacturing facility.

Barber-Nichols is an aerospace and defense contractor that designs, manufactures, assembles, tests, and services specialty pumps, turbines, compressors and their integrated systems. With several smaller buildings in the surrounding neighborhood, Barber-Nichols is looking to make a significant move to consolidate their machining operations and improve production efficiency. With the construction of this facility, Barber-Nichols will consolidate three existing buildings into one.

The subject property is currently located on the south side of West 56th Avenue, between Marshall Street and Harlan Street, in unincorporated Jefferson County. A Phase I Environmental Site Assessment revealed the property was initially developed with a residential structure in 1922. Additional research shows that by 1972, the trees on the property were removed, and it was being used for the storage of trucks and equipment. Currently, the property is being used as a parking and storage lot.

Discussion

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale

1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	The proposed IL (Light Industrial) zoning designation is consistent with the Clear Creek / I-76 Community Plan designation of the Comprehensive Plan Future Land Use Map.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	Light industry land uses (including office and manufacturing facilities) are consistent with the proposed zoning district. The purpose of the Light Industrial (IL) zoning district is to provide areas for light manufacturing, assembly and fabrication uses, office, research, food and beverage processing, packaging, or bottling, and compatible recreational activities.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	Facilities and services, including water, sewer, fire, and police, are available to serve the property.
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 intended light industry land use will not adversely impact the existing conditions of the surrounding site.
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 IL Zoning District is consistent with the adjacent properties, including the neighboring Jefferson County I-1 (Industrial-One) and P-D zoning designations.

Public Contact

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 was held on Thursday, June 12, 2025. Representatives for Barber-Nichols, City Staff, and three (3) community members were in attendance. Matt Johnson, Director of Operations for Barber-Nichols, gave a brief presentation on the history of their company, how they intend to utilize the proposed facility, and where they look to expand in the future. In addition to the presentation, handouts with a detailed description of the proposal and the proposed

site plan were provided. Several questions were raised by the community members, including whether there should be any concern with the type of raw materials being processed at this plant and the projected timeframe for construction. Overall, the community members who attended the meeting were supportive and glad to see Barber-Nichols continue to operate their business in the neighborhood. The applicant also prepared a summary of the meeting, which is attached.

Written notice was sent 15 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

Commission Recommendation

On April 1, 2026, the Planning Commission voted (7 to 0) to recommend (approval) to the City Council on (June 16, 2026)

Strategic Alignment

This project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada Team recommends that the City Council Approve the rezoning from Jefferson County R-2 to City of Arvada IL (Industry, Light) for Barber Nichols Plant Expansion #2, a 1.793 acre parcel of land located at 6290 W 56th Ave, in the City of Arvada, CO, subject to the conditions in the Staff Report on Page 8.

Suggested Motion:

I move that CB26-020, An Ordinance Rezoning Certain Land within the City of Arvada, Barber Nichols Plant Expansion #2, from Jefferson County R-2 to City of Arvada IL (Light Industrial) and Amending the Official Zoning Maps of the City of Arvada, Colorado, a 1.793 Acre Parcel of Land Located at 6290 W 56th Ave, in the County of Jefferson, State of Colorado, be (approved on first reading, ordered published in full, and a public hearing set for June 16, 2026 at 6:15 p.m.) (rejected).

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Christopher Sandine, Planner II	04/27/2026
Josie Suk, Development Systems and Administrative Manager	04/27/2026
Rob Smetana, Planning Manager	04/28/2026
Jessica Garner, Director of Community and Economic Development	04/29/2026

SUBJECT: CB26-020, An Ordinance Rezoning Certain Land within the City of Arvada, Barber Nichols Plant Expansion #2, from Jefferson County R-2 to City of Arvada IL (Light Industrial) and Amending the Official Zoning Maps of the City of Arvada, Colorado, a 1.793 Acre Parcel of Land Located at 6290 W 56th Ave, in the County of Jefferson, State of Colorado (Public Hearing to be set for June 16, 2026 at 6:15 P.M.)	**PAGE:** 4 **ITEM:** 8.C.2.B.

Gail Walker, Legal Specialist-Contracts	04/29/2026
Kelsy Sargent, Assistant City Attorney	04/30/2026
Rachel Morris, City Attorney	05/06/2026
Allison Scheck, Deputy City Manager	05/06/2026
Don Wick, City Manager	05/08/2026

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 26-020
ORDINANCE NO.

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, BARBER NICHOLS PLANT EXPANSION #2, FROM JEFFERSON COUNTY R-2 TO CITY OF ARVADA IL (LIGHT INDUSTRIAL) AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, A 1.793 ACRE PARCEL OF LAND LOCATED AT 6290 W. 56TH AVE, IN THE COUNTY OF JEFFERSON, STATE OF COLORADO

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

Section 1. The following described property is hereby rezoned from Jefferson County R-2 to City of Arvada IL (Light Industrial).

THAT PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN.

More particularly described in the attached Exhibit A.

Section 2. The Official Zoning Maps of the City of Arvada are hereby amended in accordance herewith.

Section 3. This ordinance shall be effective fifteen days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 19th day of May, 2026.

PASSED, ADOPTED, AND APPROVED this _____day of _____, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

Publication Dates: May 21, 2026

Exhibit A

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, BARBER NICHOLS PLANT EXPANSION #2, FROM JEFFERSON COUNTY R-2 TO CITY OF ARVADA IL (LIGHT INDUSTRIAL) AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, A 1.793 ACRE PARCEL OF LAND LOCATED AT 6290 W. 56TH AVE, IN THE COUNTY OF JEFFERSON, STATE OF COLORADO

EXHIBIT A

LAND DESCRIPTION (PER ABJ70849579)

THAT PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER OF THE COUNTY ROAD 568.28 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 13, THENCE WEST 162.36 FEET, THENCE SOUTH 529.24 FEET, THENCE EAST 163.73 FEET, THENCE NORTH 529 FEET AND A FRACTION OF A FOOT TO THE POINT OF BEGINNING,

EXCEPT ANY PORTION LYING WITHIN WEST 56TH AVENUE AND EXCEPT A STRIP OF LAND 20 FEET OFF THE SOUTH SIDE OF SUBJECT PROPERTY, COUNTY OF JEFFERSON, STATE OF COLORADO.

LAND DESCRIPTION TAX PARCEL (AS-SURVEYED)

A PARCEL OF LAND KNOWN AS A PORTION OF THE 20-FOOT-WIDE WILLIAM M. GRAVES REMNANT PROPERTY, COUNTY PARCEL ID 39-132-00-030, SITUATED IN THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 13, MONUMENTED BY A FOUND CITY OF WHEAT RIDGE 3" BRASS CAP IN RANGE BOX, STAMPED PLS 13212 1985, AND FROM WHICH THE WEST 1/16TH CORNER BEARS N89°49'12"W, A DISTANCE OF 1319.02 FEET, AND MONUMENTED BY A FOUND 2.5" ALUMINUM CAP IN RANGE BOX, STAMPED 2003 PLS 36561, FORMING THE BASIS OF BEARINGS FOR ALL LINES DESCRIBED HEREIN, THENCE ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4, N89°49'12"W, A DISTANCE OF 568.40 FEET; THENCE S00°37'43"W, A DISTANCE OF 30.00 FEET TO A FOUND #4 REBAR WITH 1" PLASTIC CAP STAMPED GILLANS ENG PLS 13486, THENCE CONTINUING S00°37'43"W, A DISTANCE OF 479.24 FEET TO A FOUND #4 REBAR WITH 1" PLASTIC CAP STAMPED GILLANS ENG PLS 13486 AND THE POINT OF BEGINNING.

THENCE CONTINUING S00°37'43"W, A DISTANCE OF 20.00 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE EXCEPTED STRIP FROM THE PROPERTY TO THE NORTH DESCRIBED AS A "STRIP OF LAND 20 FEET WIDE ON SOUTH FOR ROAD PURPOSES",

THENCE ON LINE PARALLEL TO AND 20-FEET SOUTH OF THE PROPERTY TO THE NORTH DESCRIBED IN DEED AT RECEPTION NO. F0205560, N89°49'15"W, A DISTANCE OF 163.67 FEET;

THENCE ON THE WEST LINE OF SAID STRIP, N00°47'39"E, A DISTANCE OF 20.00 FEET;

THENCE ON THE SOUTH LINE OF THE SAID PROPERTY TO THE NORTH, S89°49'15"E, A DISTANCE OF 163.61 FEET, CONTAINING 3,273 SQUARE FEET OR 0.075 ACRES, MORE OR LESS,

CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO.

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 9.A.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: Appointment to the Metro Water Recovery Board of Directors

Report in Brief

City Council will make an appointment to the Metro Water Recovery Board of Directors for a two year term of July 1, 2026 to June 30, 2028.

MOTION: I move to appoint _____ to the Metro Water Recovery Board of Directors for a two year term beginning July 1, 2026 and ending June 30, 2028.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator	04/27/2026
Megan McCall, Assistant City Attorney II	04/28/2026

Approved by:

Rachel Morris, City Attorney	04/28/2026
Linda Haley, Deputy City Manager	04/28/2026
Don Wick, City Manager	04/28/2026

Enclosure, exhibits & attachments required to support the report

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 9.B.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: Appointment to Boards and Commissions

Report in Brief

City Council will make one appointment to the Housing Advisory Committee.

MOTION:
I move to Appoint Debra Putsay to the Housing Advisory Committee for an unexpired term ending 4/30/2027.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator	05/08/2026
Megan McCall, Assistant City Attorney II	05/08/2026

Approved by:

Rachel Morris, City Attorney	05/11/2026
Allison Scheck, Deputy City Manager	05/11/2026
Linda Haley, Deputy City Manager	05/11/2026
Don Wick, City Manager	05/11/2026

Enclosure, exhibits & attachments required to support the report

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 10.A.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: PROJECT: Candelas Parcels 1-2, 1-5, and 1-6 Rezoning, generally located at the northeast intersection of Highway 72 and Highway 93 **(TO BE CONTINUED TO JULY 7, 2026)**

Report in Brief

There are three ordinances for this project that require separate votes. All information about the requests is attached to item 8.C.3.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Julia Duncan, Senior Planner	04/22/2026
Josie Suk, Development Systems and Administrative Manager	04/27/2026
Rob Smetana, Planning Manager	04/27/2026
Jessica Garner, Director of Community and Economic Development	04/29/2026
Gail Walker, Legal Specialist-Contracts	04/29/2026
Kelsy Sargent, Assistant City Attorney	04/29/2026
Rachel Morris, City Attorney	05/05/2026
Allison Scheck, Deputy City Manager	05/05/2026
Don Wick, City Manager	05/06/2026

Enclosure, exhibits & attachments required to support the report

City of Arvada
Community and Economic Development Department
PUBLIC HEARING STAFF REPORT

Candelas Parcels 1-2, 1-5 and 1-6
Comprehensive Plan Amendment & Rezoning
DA2025-0042

NATURE OF REQUEST

The applicant is requesting approval to rezone a portion of Parcel 1-2 to R-24 to allow for multi - family residential development and a Comprehensive Plan Amendment to High Density Residential (HDR). The remaining portions of Parcel 1 -2 are requested to be rezoned to General Commercial (CG). Parcel 1-5 is requested to be rezoned to R-13, and Parcel 1-6 to R-6, with Comprehensive Plan Amendments to Medium Density Residential (MDR) and Suburban Residential (SUBR), respectively on a vacant site for the future development.

If the Comprehensive Plan Amendment and Rezoning are approved, Site Plan and Minor Subdivision Plat applications will later be reviewed administratively.

LOCATION AND HISTORY

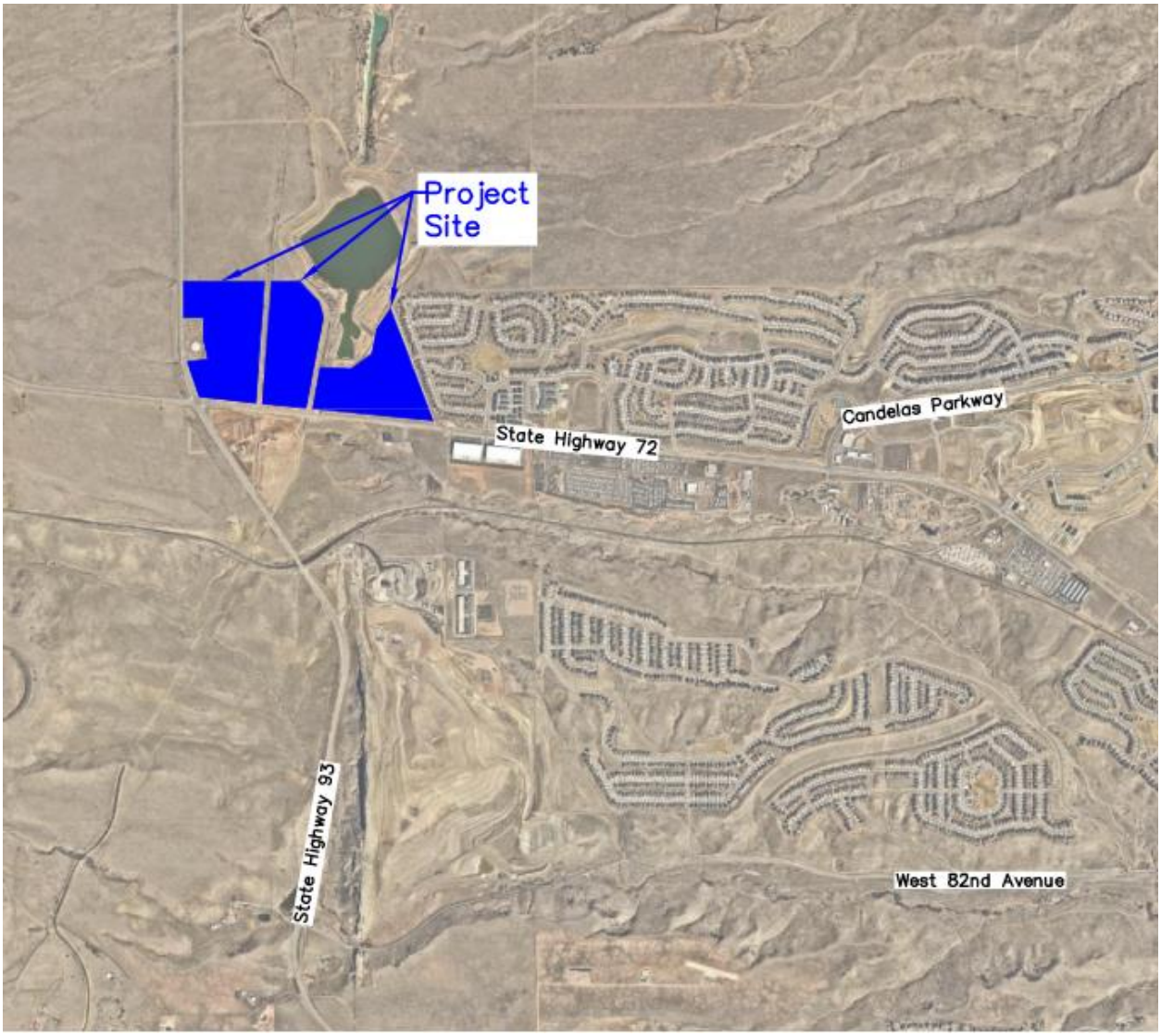
The site is located at the northeast corner of the intersection of Highway 72 and Highway 93 and stretches to the east, abutting the westernmost development of Candelas. The site is currently vacant and undeveloped. The property is zoned Planned Unit Development (PUD-BP) under the Candelas Outline Development Plan Amendment 6 and has a Neighborhood/Community Commercial Land Use designation which allows for business and professional development uses. Under the current zoning, all three parcels have a maximum building height of 85 feet, a maximum Floor Area Ratio (FAR) of 3.00 (a ratio of three to one), and a minimum Floor Area Ratio of .25 to 1.

The rezoning concept plan proposes commercial zoning and uses at the northeast corner of Highway 72 and Highway 93, a transition to higher density multi-family residential zoning (R-24) as one moves east, medium density residential zoning (R-13) south of Rocky Flats Lake, and then the lowest proposed residential density zoning (R-6) for the development and Suburban Residential designation immediately abutting the existing Candelas neighborhood.

The applicant has stated that the multi-family residential portion of Parcel 1-2 is intended for workforce housing for those earning between 80% and 120% of the Area Median Income (AMI) with 20% of the units being reserved for residents at 80% AMI. The City does not covenant or restrict units, so this would be at the behest of the applicant. Additionally, Parcels 1-5 and 1-6 are stated to be age-targeted developments for ages 55 plus. The homes in P1-5 and P1-6 are intended to feature smaller footprints, reduced maintenance requirements, and accessible designs. P1-5 would feature a combination of townhomes and single-family detached housing types, while P-1-6 would feature only single-family detached housing types.

The City is moving toward standard zoning districts and because the project could be developed under a standard LDC zone district, Comprehensive Plan Amendments and concurrent rezonings are appropriate.

Vicinity Map



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.

On June 11, 2025, a neighborhood meeting was held from 6:00 p.m. to 7:00 p.m. at the Candelas Swim and Fitness Club (19865 W. 94th Ave.). Prior to the meeting, property owners within 1,500 feet of the project site, 323 in total, were notified via a mailing postmarked May 23,

2025, consistent with the LDC requirements. Approximately 47 people were in attendance, including some residents who are members of abutting Metro Districts as well as members of the Chamber of Commerce.

The applicant team included representatives from Norris Design, Martin/Martin, Kimley-Horn, Cimarron Commercial, LLC, and the Jefferson Center Metro District. Senior Planner Julia Duncan attended on behalf of the City of Arvada.

During the meeting, the development team delivered a brief presentation on the project. Residents expressed concerns primarily over existing roadway maintenance on Highway 72 and Highway 93, roadway expansion and widening and widening, traffic, density, lack of commercial development, the constant state of continued construction, increased mill levies due to the project, and loss of open space. After the applicant team presented and engaged in a lengthy Q&A, some attendees expressed support and/or non-opposition to the proposal. Attendees were generally supportive of age targeted homes, especially if they are ranch and low profile, due to the lack of this housing type in the City. “Right-sizing” and “down-sizing” to smaller homes for seniors seemed to be supported by the attendees. A desire to be involved in the Site Plan process was expressed as well as increased buffering and parks along the western edge. A quickening of roadway widening and infrastructure improvements, as well as continued maintenance, were primary concerns.

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 1,500 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 that has been met prior to the public hearing.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

SEVERED MINERAL RIGHTS

At least 30 days prior to the public hearing, written notice of the application must be mailed to any owner of mineral rights associated with the subject property. The Mineral Rights have not been severed and the applicant provided documentation the owner waived the 30-day notification requirement.

DEVELOPMENT REVIEW TIMELINE

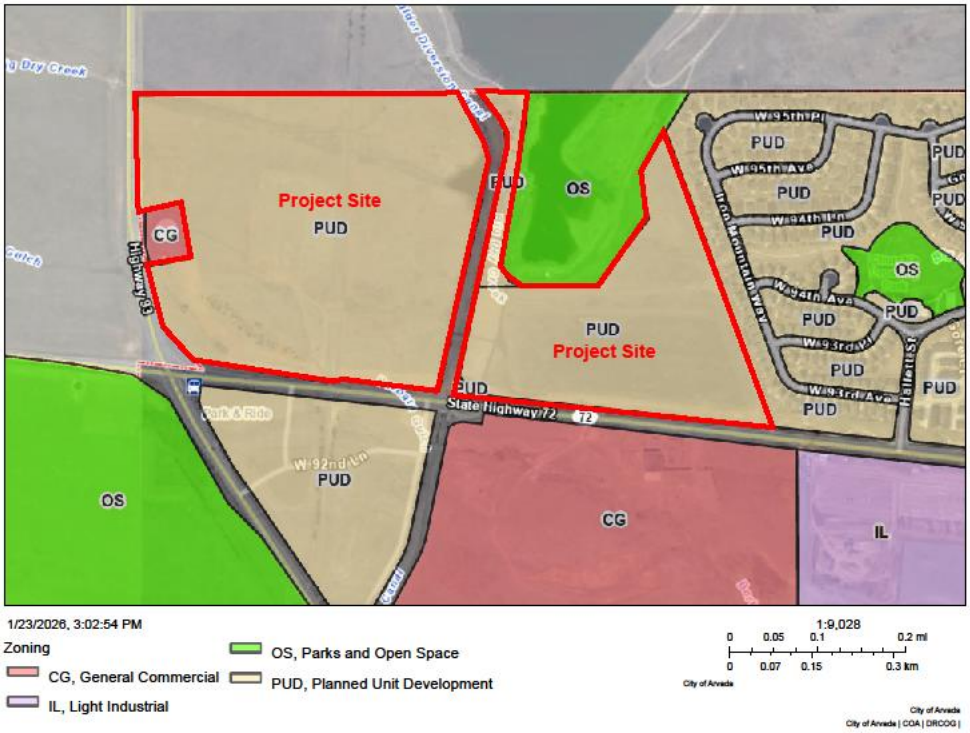
Review of the application began on July 3, 2025. Four reviews were required prior to proceeding with public hearings.

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. The project aligns with CED5 in the Strategic Plan by providing robust and efficient services that facilitate the development of diverse housing stock. The project fulfills CED3 and supports the community's vision by cultivating an environment that attracts and retains private-sector investment, a talented workforce, and an engaged business community. The project increases housing supply on a currently vacant site within an existing community, providing both residential and commercial uses.

ZONING AND LAND USE

Zoning Map



The subject property is called out as three separate parcels under the Candelas Outline Development Plan Amendment 6, Parcel 1-2, 1-5, and 1-6. All three parcels are currently zoned PUD-BP (Planned Unit Development- Business, Professional). The three parcels total approximately 104 acres. The existing PUD-BP allows for business and professional development. Under the current zoning, all three parcels have a maximum building height of 85 feet, a maximum Floor Area Ratio (FAR) of 3.00 (a ratio of three to one), and a minimum Floor

Area Ratio of .25 to 1. Uses allowed include the following: agriculture; greenhouses; live-work; assisted living; nursing homes; farmer's markets; financial institutions; general or professional office; medical office/dental clinic; personal services; recording studio/TV studio; fast food restaurant; fast food with drive-thru restaurant;; retail, convenience store (gas); retail, regional shopping center; Retail, 25,000 square feet or more; retail, veterinary clinics; outdoor recreation; and a number of community, educational, and institutional uses. Light industrial uses are also permitted.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North	Unincorporated Jefferson County Mineral Conservation District (M-C)	Rocky Flats National Wildlife Refuge
South	PUD and General Commercial	Currently vacant. Future commercial development includes a proposed gas station and approved indoor recreational vehicle storage units.
East	PUD	Candelas Single-Family Detached homes
West	ROW. Across ROW, unincorporated Jefferson County zoned A-2.	State Highway 93/Vacant

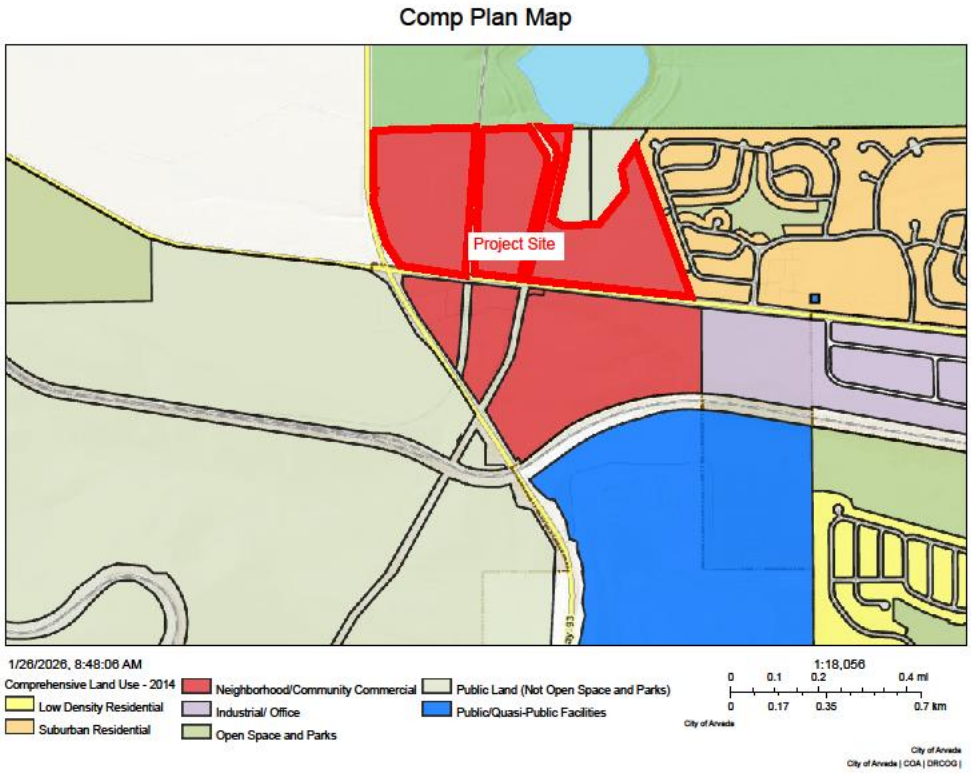
The applicant is requesting approval to rezone a portion of Parcel 1-2 to R-24 to allow for multi - family residential development and a Comprehensive Plan Amendment from Neighborhood/Community Commercial (COM) to High Density Residential (HDR). The remaining portions of Parcel 1 -2 are requested to be rezoned to General Commercial (CG) with the Comprehensive Plan land use designation remaining COM. Parcel 1-5 is requested to be rezoned to R-13, and Parcel 1-6 to R-6, with Comprehensive Plan Amendments to Medium Density Residential (MDR) and Suburban Residential (SUBR), respectively. Because the project could be developed under standard LDC zoning districts, the City encourages rezoning to standard zones. For the project site, the CG (General Commercial), R-24 (Residential, 24), R-13 (Residential, 13), and R-6 (Residential, 6) zone districts are appropriate. The CG zone maintains the commercial component at the northeast intersection of Highway 93 and Highway 72, complementing the commercial on the south side of Highway 72. The purpose of the CG zoning district is to accommodate a wide variety of general retail and service uses, as well as professional and business offices serving both neighborhood and area-wide needs. This zone district is typically situated along arterial streets, or where other appropriate high-volume vehicular access is available. The existing Neighborhood/Community Commercial Comprehensive Plan land use designation in this area supports retail centers that provide shopping services to adjacent and surrounding neighborhoods in the community.

The transition from CG to R-24, a high density residential zone district with a maximum density of 24 dwelling units an acre, to R-13, a medium density residential zone and a density of 13 dwelling units per acre, and lastly, R-6, a suburban residential zone district and a low density of six dwelling units per acre, creates a transition from higher intensity uses to lower intensity uses adjacent to the existing single-family residential.

Future entitlements required include Minor Subdivision Plats to create individual for sale lots and Site Plans. Both entitlements utilize administrative approvals provided the development application meets or exceeds all the applicable standards and regulations in the zone district and all the approval criteria for a Site Plan and Minor Subdivision Plat.

PROJECT ANALYSIS

Compliance with the Comprehensive Plan



A Comprehensive Plan Amendment from Neighborhood/Community Commercial (Com) to High Density Residential (HDR), Medium Density Residential (MDR), and Suburban Residential (SUBR) is appropriate for the property and offers a transition to the lower density single-family homes to the east.

The Neighborhood and Community Commercial/Office category encompasses retail centers that provide shopping services to adjacent and surrounding neighborhoods in the community. Community Commercial Centers are generally located at the intersection of two arterial streets and are generally larger in scale than Neighborhood Commercial Centers. Neighborhood

Commercial Centers are generally located at the intersection of two collector streets or a collector and an arterial street. Large format retail may be appropriate if located along an arterial road and impacts can be addressed. A portion of parcel P1-2 is remaining Neighborhood/Community Commercial and the corresponding proposed CG zoning district is a consistent and supported zone.

Rezoning a portion of Parcel 1-2 to R-24 to allow for multi -family residential development and a Comprehensive Plan Amendment from Neighborhood/Community Commercial (Com) to High Density Residential (HDR) allows a transition from the commercial uses to residential uses with a higher density. Parcel 1-5 is requested to be rezoned to R-13, and Parcel 1-6 to R-6, with Comprehensive Plan Amendments to Medium Density Residential (MDR) and Suburban Residential (SUBR), respectively.

Higher density residential should be near commercial services or other supporting non-residential uses. For most higher density residential development, vehicle, bicycle, and transit routes should be accessible, yet residential areas should be protected from heavy traffic. These developments are generally located along collector or arterial streets. Other private recreational amenities should be provided, such as tot lots, swimming pools, or garden/courtyards. The proposed higher density will be located behind the proposed commercial and act as a transition to the medium and lower density residential proposed.

Medium Density Residential includes a broader variety of residential types, including single-family residences, duplexes, patio homes, townhomes, and condominiums. These residential types are appropriate in locations near commercial services. These developments are generally served by collector streets or arterial streets. They are desirable as a way of transitioning between high density residential and low density residential. Clustering is encouraged to provide greater amounts of open space. The Comprehensive Plan Amendment to Medium Density Residential for the P1-5 parcel allows for the development of several housing types under the standardized zoning and offers a transition to the lower density residential development to the east. The existing Candelas development provides single-family detached homes to the immediate east; to the south is a proposed gas station and convenience store as well as the approved Luxelocker project. The project preserves commercial designation and zoning on the hard corner while also supporting a variety of housing types. Additionally, the Quantum Commons campus, to the east of the project site, is expected to impact jobs, workforce development, and the local economy and necessitate additional residential housing types. The provision of a variety of housing types and associated densities acts as a transition between uses while preserving a commercial component. The expansion of the residential area will help drive and sustain a robust commercial retail center.

The applicant and staff held a pre-application meeting on April 29, 2025, and discussed the proposal for a commercial parcel and a mix of residential uses. The City is moving away from Planned Unit Developments and toward straight standardized zoning to allow for clarity and consistency in development for both developers and communities. Clarity and consistency in land development standards are promulgated through the standard LDC zoning districts. If the Comprehensive Plan Amendments are adopted, the rezonings are necessary to align the Comprehensive Plan designations and zone districts.

Staff have determined that the Comprehensive Land Use Amendments and Rezoning requests are consistent with the surrounding and abutting land use designations, are consistent with the

Arvada Comprehensive Plan, and additionally, reflect changed conditions since the adoption of the Comprehensive Plan and the original designation of the site. A specific condition that has changed is the emphasis and utilization of standardized zoning districts and less reliance on PUDs when unique or challenging situations are not present. The proposed amendments are consistent with the purposes of the LDC. The Comprehensive Plan contains several goals and policies that guide development and investment decisions and direct future land use patterns.

The project complies with the following goals and policies within the Comprehensive Plan:

GOAL L-2: Plan for a balanced mix of commercial and residential land uses in Arvada.

> POLICY L-2.1: Complete Community
> The City will provide for a balanced mix of land uses by promoting redevelopment and continuing to reserve land for future commercial and industrial development as well as a variety of housing choices.

GOAL L-5: Designate and promote redevelopment and infill to generate economic revitalization, improve physical conditions, and provide an appropriate mix of quality housing choices.

> POLICY L-5.3: Regulatory Climate to Encourage Redevelopment and Infill
> The City will continue providing incentives, as appropriate, and a positive regulatory climate in order to encourage infill development and redevelopment.

GOAL CC-1: Plan Arvada as a City of different development character districts.

> POLICY CC-1.2: Promote Integration Within Districts through Design
> The City will promote integration and a sense of place within districts of the City through the context-sensitive design of new development.

> POLICY CC-1.3: Compatible Infill
> The City will encourage new infill development to consider and be sensitive to the character of existing neighborhoods. Considerations shall include building scale, placement, size, height transitions, landscape, streetscape, and other design measures (see also Redevelopment and Infill Principles).

GOAL CC-2: Establish and maintain Arvada’s distinct qualities and small-town identity.

> POLICY CC-2.2: High Quality Private Development
> The City will promote high quality architecture, site planning, landscaping, signage, and lighting for new residential and commercial developments.

GOAL N-1: Plan for a range of neighborhoods and accessible housing of different tenure types to accommodate diverse incomes and all ages and abilities.

The Comprehensive Plan Amendments and Rezonings are consistent with the surrounding area and designations as well as the goals and policies of the Comprehensive Plan. The R-24, R-13, and R-6 zone districts will implement the respective intent of the land use map designations. The Rezonings will allow the sites to develop in accordance with the LDC.

Setbacks
The CG, R-24, R-13, and R-6 zone districts' lot and building standards are set out in Chapter 2 of the LDC. As part of the submitted concept plan, the applicant has provided land use summaries describing the development standards for each zone as well as the proposed housing types for the residential components. The housing palette type determines unit width, setbacks, building separation and coverage, and height. All code required development and design standards will be reviewed through the Minor Subdivision and Site Plan applications.

Building Height
Building heights will be reviewed as part of any Site Plan application and will be consistent with the zone of the parcel and LDC.

Open Space
Compliance with the landscaped surface area will be reviewed as part of any Site Plan.

Landscaping, Buffering and Fencing
The Site Plan landscaping will be required to comply with the standards and regulations within LDC 4-6 and any others that may apply. A landscape plan will be required to be submitted with any Site Plan application.

Parks
Park Land Dedication or a Fee-In-Lieu will be required prior to, or as part of, the approval of the final plat. The Candelas development previously dedicated overall parks in excess of that required based on unit counts. Any credits for previously dedicated parks space will be confirmed and calculated prior to recordation. The applicant has provided a summary chart as part of the Rezoning concept plan. A separate Park Development Fee is required and will be calculated off of final unit counts.

Building Design
All buildings constructed on the future lots will be required to adhere to Chapter 5 (Building Design) of the LDC. Design will be reviewed with any future Site Plan application.

Circulation and Connectivity
A traffic study was conducted to identify the proposal's traffic generation characteristics to determine potential project traffic related impacts on the local street system and to develop the necessary mitigation measures required for the identified traffic impacts. This traffic study provides a trip generation comparison to the land uses evaluated within the "Candelas 72-93 (P1-P6) Traffic Impact Study", prepared by Kimley-Horn in September 2022 in support of this rezone application to residential. Further, updated traffic analysis with new counts were conducted on the Colorado Department of Transportation (CDOT) and City of Arvada approved street network to verify acceptable operations will result with this change in use.

Regional access to Candelas P1-2, P1-5, and P1-6 will be provided by Highway 72, Highway 93, Indiana Street, US-36, and Highway 128. Primary access will be provided via Highway 72 and Highway 93. Direct access to Candelas P1-2 and P1-5 on the northeast corner of Highway 72 and Highway 93 is proposed from one access along Highway 93 and two accesses along Highway 72. A three-quarter movement access is proposed along the east side of Highway 93

approximately 1,435 feet north of Highway 72. A right-in/right-out access is proposed along the north side of Highway 72 approximately 760 feet east of Highway 93, and a full movement access is provided along the north side of Highway 72 approximately 1,560 feet east of Highway 93. Direct access to Candelas P1-6 is proposed from two driveways. A full movement access along the north side of Highway 72 in alignment with the access along the south side of Highway 72 approximately 1,265 feet west of Hallett Street and a right-in/right-out approximately 835 feet further west than the full movement access.

Based on the analysis presented in its report, Kimley-Horn believes Candelas P1-2, P1-5, and P1-6 will be successfully incorporated into the existing and future roadway network. All previous roadway and intersection recommendations remain the same as identified in the "Candelas 72-93 (P1-P6) Traffic Impact Study" for both the 2030 and 2045 horizons. Therefore, no new improvements were identified based on the study and the change in use for parcels P1-2, P1-5, and P1-6 rezoned to residential.

Grading and Drainage
Construction activities on the site will include grading and utility work, as well as road and unit construction. A detailed grading and drainage plan will be required to be submitted with a Site Plan application.

Parking and Loading
Off-street parking and loading requirements will be determined by any Site Plan application and shall be consistent with Article 4-5 of the LDC.

Utility Services
Water and sanitary sewer service are provided by the City of Arvada. No additional entitlements shall be submitted or approved until there is capacity to service the site.

Public Service Company (XCEL) has no objection to the proposed Comprehensive Plan Amendment or Rezone.

Police and Fire Protection
The proposal has been reviewed by the Arvada Fire and Protection District. AFPD has no comments specific to the Comprehensive Plan Amendment or Zoning request. All fire code requirements will be reviewed for compliance during the site plan review process. The property is served by Arvada Police.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Chapter 8 of the Land Development Code, and presents the following findings:

COMPREHENSIVE PLAN AMENDMENT CONSIDERATIONS	Finding	STAFF ASSESSMENT
1. The existing comprehensive plan and/or any related element thereof is in need of the proposed amendment.	Complies	A Comprehensive Plan Amendment to High, Medium, and Suburban Residential Density allows for the CG, R-24, R-13, and R-6 zoning categories to align with the City's desire to move toward standardized zoning and away from PUDs. It aligns with a transitional character between the single-family detached properties to the east and maintains the commercial corner to the west. The amendment will support housing demand, and aligns with the City's goals for diverse and attainable housing. The amendment will encourage a diversity of housing types that will demand and encourage future commercial development.
2. The proposed amendment is compatible with the surrounding area and the goals and policies of the Comprehensive Plan.	Complies	As detailed in the *Compliance with the Comprehensive Plan* section of the staff report and criterion one above, the amendment is consistent with numerous goals and policies and the surrounding area. The Comprehensive Plan Amendment to High, Medium, and Suburban Residential Density allows for the development of a variety of housing types under the standardized zoning but preserves and maintains the commercial corner and offers a transition to the lower density to the east. The amendment preserves the intent while aligning with the proposed standardized zoning, providing clarity and consistency in the development standards.
3. The proposed amendment will have no major negative impacts on transportation, services, and facilities.	Complies	The proposed amendment will not have a major impact on transportation, services, or facilities.

4. The proposed amendment will have minimal effect on service provision, including adequacy or availability of urban facilities and services, and is compatible with existing and planned service provisions.	Complies	The proposed amendment will not have a negative effect on existing or proposed service provisions. All future entitlements will require adequate utilities prior to submission and approval.
5. The proposed amendment, if for an area outside of the City's current municipal boundaries, is consistent with the City's ability to annex property.	Complies	The proposed amendment does not pertain to an area outside of the City's municipal boundaries.
6. Strict adherence to the existing comprehensive plan would result in a situation neither intended nor in keeping with other key elements and policies of the plan.	Complies	The proposed residential densities and transition from commercial and higher density to lower density adjacent to the existing Candelas single-family homes is more appropriate than the existing commercial PUD zoning. Under the current zoning, all three parcels have a maximum building height of 85 feet, a maximum Floor Area Ratio (FAR) of 3.00 (a ratio of three to one), and a minimum Floor Area Ratio of .25 to 1. The transitional zoning designations and densities proposed will provide a compatible transition to the surrounding land uses, specifically, the detached single-family homes to the east. The amendment furthers the Comprehensive Plan goals for housing variety, neighborhood compatibility, and open space connectivity. Strict adherence to the existing land use designation would require more intense commercial development immediately adjacent to single-family homes and potentially incompatible development.
7. The proposed plan amendment will promote the public welfare and will be consistent with the goals and policies of the comprehensive plan and the elements thereof.	Complies	As stated in the *Compliance with the Comprehensive Plan* section above, amending the Comprehensive Plan to promote development of this vacant property is consistent with a variety of goals and policies.

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	The rezoning to R-24, R-13, and R-6 is consistent with the Comprehensive Plan, if amended to the High, Medium, and Suburban Residential Density designations. The site's current PUD-BP zoning allows a mix of commercial uses, but has not developed as envisioned. Rezoning to CG, R-24, R-13, and R-6 supports the City's vision for a vibrant, walkable community and transitional high, medium, and lower density housing between the single-family detached housing to the east and the future commercial to the west.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The intended use for a variety of housing types at varying densities will be consistent with the underlying proposed zones of R-24, R-13, and R-6.
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	Additional infrastructure necessary to service the site will be constructed after approval of the Site Plan and Minor Subdivision. Water and sanitary sewer service are provided by the City of Arvada. No additional entitlements shall be submitted or approved until there is capacity to service the site. Public Service Company (XCEL) has no objection to the proposed Comprehensive Plan Amendment or Rezone.
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 intended land use will not result in significant adverse impacts.
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 rezoning is consistent and will encourage the policies and intent of the Comprehensive Plan to allow for transitions between adjoining land uses. The High, Medium, and Low-Density Residential housing types will allow a transitional buffer between the single-family to the east and the higher intensity commercial

		uses at the intersection of SH-93 and SH-72.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends Conditional Approval of the Comprehensive Plan Amendments and Rezonings subject to the following condition:

- No further applications will be processed for any of the parcels until the City determines that adequate water is available.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.

NORRIS DESIGN
PEOPLE + PLACEMAKING

1101 Bannock Street
Denver, Colorado 80204
303.892.1166

June 26, 2025

Julia Duncan, Senior Planner – City of Arvada
8101 Ralston Rd.
Arvada, CO 80002

RE: Candelas Parcels P1, P3 and P5 – Neighborhood Meeting Summary

On June 11, 2025, a neighborhood meeting was held from 6:00 p.m. to 7:00 p.m. at the Candelas Swim and Fitness Club (19865 W. 94th Ave.). Prior to the meeting, all property owners within 1,500 feet of the project site—approximately 323 in total—were notified via a mailing postmarked May 23, 2025.

47 individuals attended the meeting, though only 39 signed the sign-in sheet. The gathering included several members of the project team, as well as a representative from the City of Arvada, Julia Duncan. Among those present from the project team were:

- Daniel Braswell and Mason Aeschbacher from Norris Design
- David Lovato from Martin/Martin
- Curtis Rowe from Kimley-Horn
- Gregg Bradbury, Jeff Nading, Gregg McKay, and Steve Nading from Cimarron Commercial, LLC and Jefferson Center Metropolitan District No. 1
- Peter Wall from Wall Kane
- Matt Valente from Taylor Morrison

During the meeting, the development team delivered a brief presentation on the project. Following the presentation, community members raised several questions, comments and concerns related to building residential units and bringing more people to the area, particularly regarding residential density; impact on property values and views; parks, recreation, and open space amenities; local infrastructure and traffic challenges; and existing metropolitan districts.

Residential Density:
Residents expressed concern about the proposed density of the parcels and the possibility of even higher densities being built than is currently targeted. The development team responded by stating that the intention of the rezoning districts is to provide a transition of density between the existing neighborhood and Highway 93, with the highest densities furthest from existing homes. In addition, the proposed zone districts restrict the densities that can be built, so actual densities will not vary much, if at all, from what is currently projected.

Property Values and Views:
Residents expressed concern that developing the vacant lots will block their views and decrease their property values. The development team clarified that the parcels are currently zoned to allow heights up to 85 feet, and the rezoning would reduce the maximum height to 35 feet which will help preserve views and property values. The team will be mindful to place lower, single-story homes along the eastern edge to help further preserve the views.

Parks, Recreation, and Open Space Amenities:
Concerns about existing parks and recreation amenities being able to serve both existing and future residents of the area were also raised. This was addressed by stating that parks will be built based on requirements set forth by the City of Arvada and they will be maintained by the Home Owners' Association or Jefferson Center Metro District No. 1. Residents of the new development will not have access to private recreation facilities other than their own. Additionally, current residents of Candelas will have access to all new trails and open space amenities built in this new development. The team will factor in park locations into the site design and will be mindful of the neighbors to the east.

Local Infrastructure Challenges:
Several attendees stated that they were concerned about the level of traffic and strain on public utilities that the proposed development will bring to the existing neighborhood in the area. The development team's traffic engineer cited a traffic study that showed that a business park, what the parcels are currently zoned for,

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1101 Bannock Street
Denver, Colorado 80204
303.892.1166

would generate much more traffic than the proposed residential units would. An updated traffic study is in process and will be available for review. As far as utilities are concerned, the City of Arvada has been planning for development in this area for many years and the existing utilities to the site have capacity for this development.

Existing Metropolitan Districts:
Some residents asked how existing metropolitan districts will be impacted by future development on these parcels. Infrastructure improvements and costs associated with this proposed rezoning and future development will be funded by Jefferson Center Metropolitan District No. 1 and will not have any impact on existing metro districts in Candelas. There will be no additional mills or levies for existing metro districts because of the proposed rezoning and future development.

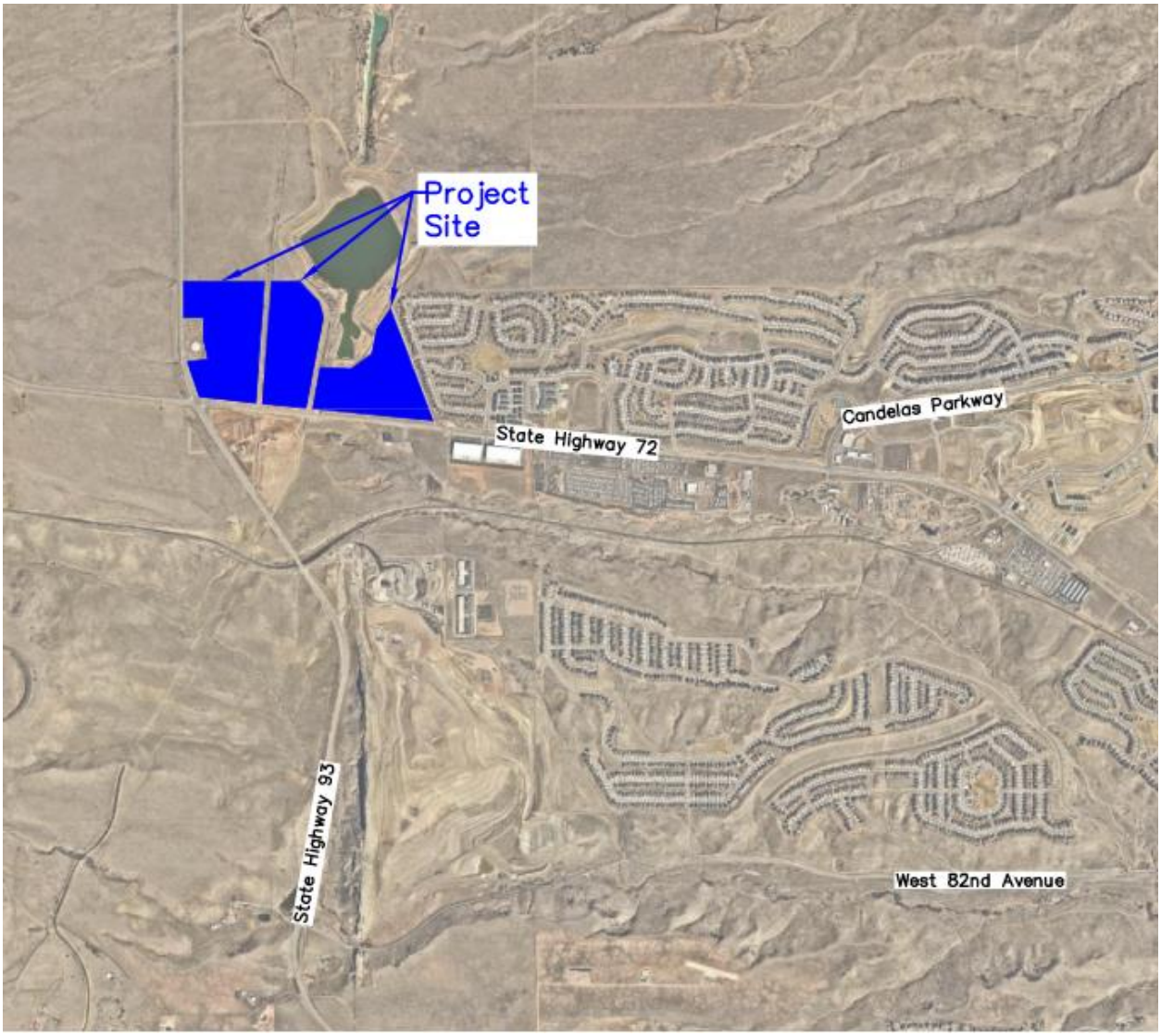
To ensure continued community engagement, the meeting emphasized that once the rezoning request is submitted it will be open to public comment. Residents may also contact the City and/or development team and speak at the City Council hearing with comments and concerns.

Thank you,

Norris Design

Daniel Braswell
Associate

PROJECT VICINITY MAP



PARCEL 1-2

A PARCEL OF LAND BEING A PORTION OF LOT 1 AND LOT 2, SLEEPING INDIAN TANK SITE MINOR SUBDIVISION PLAT RECORDED AUGUST 08, 2019 AT RECEPTION NO. 2019069483, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 21, N89°36'20"E A DISTANCE OF 8.64 FEET TO A POINT ON THE FUTURE EASTERLY RIGHT-WAY LINE OF STATE HIGHWAY 93, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 21, N89°36'20"E A DISTANCE OF 1228.07 FEET TO A POINT ON THE NORTHEAST CORNER OF SAID LOT 1 AND A POINT ON THE WESTERLY LINE OF THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2024072677;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 1 AND SAID WESTERLY LINE OF THE QUITCLAIM DEED, S03°49'19"W A DISTANCE OF 1709.71 FEET TO A POINT ON THE FUTURE NORTHERLY LINE OF STATE HIGHWAY 72;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N83°56'17"W A DISTANCE OF 331.34 FEET TO A POINT ON THE NORTHERLY LINE OF SAID HIGHWAY 72 AS DEDICATED BY PARCEL NO. 1A RECORDED AT RECEPTION NO. 88049628;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N81°00'39"W A DISTANCE OF 447.25 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY 93 AS RECORDED IN BOOK 814 AT PAGE 365;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N42°44'55"W A DISTANCE OF 278.82 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY 93 AS DEDICATED BY PARCEL NO. 1 RECORDED AT RECEPTION NO. 88049628;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N15°29'59"W A DISTANCE OF 376.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT AND THE SOUTHWEST CORNER OF HIGHWAY 93 RIGHT OF WAY AS DEDICATED PER WARRANTY DEED (CDOT RW-27 REV) RECORDED AT RECEPTION NO. 2025021289;

THENCE ALONG THE SOUTHERLY LINE OF SAID WARRANTY DEED, N78°34'30"E A DISTANCE OF 3.78 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE SLEEPING INDIAN TANK SITE RECORDED AT RECEPTION NO. 2019069483, THENCE THE FOLLOWING THREE (3) COURSES:

1) N78°34'30"E A DISTANCE OF 259.61 FEET;
2) THENCE N11°30'19"W A DISTANCE OF 332.62 FEET;
3) THENCE S78°35'12"W A DISTANCE OF 218.30 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF CDOT RW-21A; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) CONSECUTIVE COURSES: 1) S78°35'12"W A DISTANCE OF 27.86 FEET; 2) THENCE 112.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2561.73 FEET, A CENTRAL

ANGLE OF 02°30’27” AND A CHORD WHICH BEARS N01°09’52”W A DISTANCE OF 112.11 FEET; 3) THENCE N00°07’19”W A DISTANCE OF 583.64 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 39.876 ACRES OR 1,736,991 SQUARE FEET MORE OR LESS.

PARCEL 1-5

A PARCEL OF LAND BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2011109073 AND A PORTION OF PARCEL 2 OF THE SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2006102004, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 21, N89°36’20”E A DISTANCE OF 1336.98 FEET TO A POINT ON THE NORTHWEST OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2011109073 AND A POINT ON THE EASTERLY LINE OF THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2024072677 SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID SPECIAL WARRANTY DEED AND CONTINUING ALONG SAID NORTHERLY LINE OF SECTION 21, N89°36’20”E A DISTANCE OF 586.35 FEET TO THE NORTHEAST CORNER OF SAID SPECIAL WARRANTY DEED AND A POINT ON THE WESTERLY LINE OF THE SOUTH BOULDER DIVERSION CHANNEL RECORDED IN BOOK 389 AT PAGE 544; THENCE ALONG THE EASTERLY LINE OF SAID SPECIAL WARRANTY DEED AND THE WESTERLY LINE OF SAID BOULDER DIVERSION CHANNEL THE FOLLOWING FIVE (5) CONSECUTIVE COURSES:

1) S46°15’08”E A DISTANCE OF 29.63 FEET;
2) THENCE 102.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 532.96 FEET, A CENTRAL ANGLE OF 11°00’00", AND A CHORD WHICH BEARS S40°45’08”E A DISTANCE OF 102.16 FEET;
3) THENCE S35°15’08”E A DISTANCE OF 111.88 FEET;
4) THENCE 203.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 247.86 FEET, A CENTRAL ANGLE OF 47°02’13", AND A CHORD WHICH BEARS S11°51’05”E A DISTANCE OF 197.81 FEET;
5) THENCE S11°47’05”W A DISTANCE OF 962.82 FEET TO THE NORTHEAST CORNER OF SAID PARCEL NO. 2 OF THE SPECIAL WARRANTY DEED;

THENCE ALONG THE EASTERLY LINE OF SAID SPECIAL WARRANTY DEED AND CONTINUING ALONG THE WESTERLY LINE OF SAID BOULDER DIVERSION CHANNEL, S11°50’02”W A DISTANCE OF 468.15 FEET TO THE FUTURE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 72;

THENCE ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF CDOT RW-23, N84°05’00”W A DISTANCE OF 499.47 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND THE NORTHEAST CORNER OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY 72, PER CDOT RW-24 DEDICATION;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE, N84°05’00”W A DISTANCE OF 105.45 FEET TO THE NORTHWEST CORNER OF SAID CDOT RW-24 AND A POINT ON THE WESTERLY LIND OF SAID SPECIAL

WARRANTY DEED RECORDED AT RECEPTION NO. 2011109073 AND THE EASTERLY LINE OF THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2024072677;

THENCE ALONG SAID EASTERLY AND WESTERLY LINES, N03°49’19”E A DISTANCE OF 1721.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 28.680 ACRES OR 1,249,309 SQUARE FEET MORE OR LESS.

PARCEL 1-6

A PARCEL OF LAND BEING BLOCK 19 AND A PORTION OF BLOCK 20, CANDELAS FILING NO. 3 FINAL PLAT, RECORDED SEPTEMBER 06, 2013 AT RECEPTION NO. 2013117890, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, S60°43'23”E A DISTANCE OF 2356.42 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 19 AND A POINT ON THE EASTERLY LINE OF THE SOUTH BOULDER DIVERSION CHANNEL RECORDED IN BOOK 389 AT PAGE 544, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 19, THE FOLLOWING FOUR (4) CONSECUTIVE COURSES:

1) N89°28'47”E A DISTANCE OF 709.46 FEET;
2) THENCE N38°01'27”E A DISTANCE OF 511.55 FEET;
3) THENCE N10°25'03”W A DISTANCE OF 283.25 FEET;
4) THENCE N31°19'14”E A DISTANCE OF 291.76 FEET TO THE NORTHERLY MOST CORNER OF SAID BLOCK 19;

THENCE ALONG THE EASTERLY LINE OF SAID BLOCK 19 AND BLOCK 20, S20°17'41”E A DISTANCE OF 1886.55 FEET TO THE FUTURE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 72;

THENCE ALONG SAID NORTHERLY RIGHT-OF-LINE OF CDOT RW-25 THE FOLLOWING THREE (3) CONSECUTIVE COURSES:

1) N83°48'57”W A DISTANCE OF 278.47 FEET;
2) THENCE N83°33'44”W A DISTANCE OF 304.26 FEET;
3) THENCE N84°02'41”W A DISTANCE OF 1156.24 FEET TO THE NORTHWEST CORNER OF SAID CDOT RW-25 AND A POINT ON THE WESTERLY LINE OF SAID BLOCK 20;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID BLOCK 20 THE FOLLOWING FOUR (4) CONSECUTIVE COURSES:

1) N05°52'58”E A DISTANCE OF 55.39 FEET;
2) THENCE N84°07'48”W A DISTANCE OF 114.24 FEET;
3) THENCE N61°25'17”W A DISTANCE OF 40.69 FEET;

4) THENCE N29°35'33”W A DISTANCE OF 35.56 FEET TO A POINT ON SAID EASTERLY LINE SOUTH BOULDER DIVERSION CHANNEL;

THENCE ALONG THE WESTERLY LINES OF SAID BLOCK 19 AND BLOCK 20 AND THE EASTERLY LINE OF SAID SOUTH BOULDER DIVERSION CHANNEL, N11°49'09”E A DISTANCE OF 542.45 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 35.330 ACRES OR 1,538,983 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE NORTHWEST OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO ASSUMED TO BEAR N89°36'20”E AND BEING MONUMENTED BY A FOUND 2”X2” BRASS CAP STAMPED “G. COORS 1927” IN 2' HIGH CONCRETE BLOCK WITH ORIGINAL STONE IN TOP AT THE NORTHWEST CORNER AND A FOUND NO. 6 REBAR WITH 3-1/4” ALUMINUM CAP PLS #16406 A 250' WITNESS CORNER AT THE NORTH QUARTER CORNER.

ASSESSOR’S PARCEL

A PARCEL OF LAND BEING ASSESSOR’S PARCEL NO. 20-212-00-012, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 21; THENCE N65°47’18”E A DISTANCE OF 2095.47 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 72 RECORDED IN BOOK 421 AT PAGE 86 AND THE EASTERLY LINE OF THE CITY AND COUNTY OF DENVER CHANNEL PARCEL RECORDED IN BOOK 389 AT PAGE 544, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY LINE, N11°50’02”E A DISTANCE OF 116.01 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 20, CANDELAS FILING NO. 3 RECORDED AT RECEPTION NO. 2013117890;

THENCE ALONG SAID SOUTHERLY LINE OF BLOCK 20 THE FOLLOWING FOUR (4) CONSECUTIVE COURSES:

1) S29°35’33”E A DISTANCE OF 35.56 FEET;
2) THENCE S61°25’17”E A DISTANCE OF 40.69 FEET;
3) THENCE S84°07’48”E A DISTANCE OF 114.24 FEET;
4) THENCE S05°52’58”W A DISTANCE OF 70.80 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 72;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 72, N84°06’06”W A DISTANCE OF 184.45 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.317 ACRES OR 13,812 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO ASSUMED TO BEAR N00°12'09"W AND BEING MONUMENTED BY A FOUND 1.9' X 0.8' CONCRETE BLOCK 1.8' OUT OF GROUND; BROWN ROCK 0.9' OUT OF CONCRETE, ¼ CHISELED ON WEST FACE, A BRASS PLATE 2"X2" SET IN TOP OF CONCRETE AT THE WEST QUARTER CORNER AND A FOUND 1.9 X 0.8' CONCRETE BLOCK 1.5' OUT OF GROUND, 0.6'X0.6' GREY ROCK 0.6' OUT OF TOP OF CONCRETE WITH BRASS PLATE 2"X2" SET IN TOP OF CONCRETE AT THE NORTHWEST CORNER.

Public Comments Received Prior to Tuesday, January 28, 2026 at 5 pm

CED Boards and Commission <cedboardsandcommission@arvada.org>

DA2025-0042 CANDELAS PARCELS

bryan auk <[redacted]> Mon, Jan 26, 2026 at 2:03 PM
To: "cedboardsandcommission@arvada.org" <cedboardsandcommission@arvada.org>

Hi,
I am a Candelas resident who received a letter regarding Candelas parcels 1-2, 1-5, 1-6. I frequently drive HWY 93 and Indiana to go to work. The neighborhoods with townhouses right off the main road lose their appeal. In fact, that's what led me to buy in Candelas. I think the townhouses should be away from highway 93 to attract buyers who work in boulder and golden. Townhouses and condos are available in Candelas neighborhood already off of candelas parkway and off of 72 which do not have all units sold. I would vote for commercial land or non-high density homes right off of hwy 93.

Thank you

SUMMARY MINUTES OF PLANNING COMMISSION ACTION HELD
FEBRUARY 4, 2026

Planning Commission meeting minutes are not an exact transcript and represent key points and the basis of discussion.

1. CALLED MEETING TO ORDER– By Brandon Figliolino at 6:15 P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL OF MEMBERS

Those present: Andrew Gay, Brandon Figliolino, Tom Aljinovich,Eric Doner, Steve Hannan, Miriam McGilvray

THOSE ABSENT

Tim Knapp

ALSO PRESENT: Rob Smetana, City Planning Manager;Jessica Garner, Director of Community and Economic Development; Kelsy Sargent, Sr. Ass't. City Attorney; Josie Suk, Deputy Director of Community and Economic Development;Julia Duncan, Sr. Planner; Don Oliphant, City Engineer, Dixielee Rodriguez, Recording Secretary Jake Sawaya,Senior Development Engineer; Nora Steenson, Deputy City Attorney

MOTION:

It was moved to excuse Tim Knapp.

DISCUSSION OF MOTION

None

Those voting Yes: McGilvray, Hannan, Aljinovich, Doner, Gay, Figliolino
Those voting No:
Those absent: Knapp
The motion carried: 6-0

4. APPROVAL OF MINUTES

January 21, 2026. The minutes stand approved as printed with the following corrections: Doner's name is incorrectly spelled after page 21, changes made.

5. GENERAL BUSINESS

None

6. REPORTS

None

7. PUBLIC COMMENT

There being no one wishing to speak. Public Comment was closed.

8. PUBLIC HEARINGS

8.A. Candelas Parcels 1-2, 1-5, and 1-6 Major Comprehensive Plan Amendment and Rezoning,generally located at the northeast intersection of Highway 72 and Highway 93

Mr. Figliolino swore in all guests that will be speaking.

Mr. Figliolino opened the public hearing.

Mr. Figliolino asked if all of the required documents were in order.

Ms. Duncan stated the posting notices were in order.

Mr. Figliolino entered into the record the staff report for DA2025-0042 dated February 4, 2026, publication and all public comments received.

Mr. Figliolino asked Ms. Duncan to introduce the project.

Ms. Duncan Introduced the project

Carolyn White, with Browstein Hyatt Farber Schreck introduced the parcels of 1-2, 1-5 and 1-6 and that they would like to change the use of these spaces. There is an increased need for diverse housing. They would like to change the comprehensive plan and zoning to reflect these desired changes.

- 1-2 to HCR, PUD-BP
- 1-5 From NC to MDR, Rezoned from PUD-BP to R13
- 1-6 from NC to SR, Rezone from PUD -BP to R6
- There will be less density as the property goes east
- most of the commercial will be closest to Highway 93

Ms. White explained the difference between the changes and what would be allowed if the Zoning Changed

Peter Wall 1580 Lincoln Street Denver CO of Wall Cane Associates
stated that they had 47 individuals in attendance and that were concerned about traffic, preserving views, general metro district concerns

they made a few changes due to the neighborhood feedback, changing the density from west to east. Single stories were requested.

showed examples of what it could be at the current zoning of commercial, compared to what they are proposing. 1st row of homes will be single story

this aligns with the housing strategic plan

Traffic engineer, Curtis Rowe with Kimley Horn Greenwood Village stated that there would be 4 driveways as part of this development. 1 on highway 93. All driveways have been approved by CDOT. All parcels can utilize all driveways. By changing the zoning, it reduced the amount of traffic in the area.

Wildfire resiliency- the team has had conversations with Arvada Fire and state. Will be good with the new rules that will be implemented.

Regarding criteria number 2, they will be more compatible than what is already in the current zoning.

Less impact on the adjacent properties.

Parks and trails , more than what are expected to be dedicated.

Support amending the comprehensive plan

Community focused development.

PUBLIC COMMENT

IN FAVOR

Jebb Benson of 9415 Ingram Street thinks that this is something that will blend well with the area. Concerned about the intersection with Hallett. Residential construction is incredibly messy, and the area is extremely windy. Asking that the construction site thinks about the condition that the builders leave the area and use some kind of trash disposal that can be covered so it is not blowing all over.

IN OPPOSITION

James Damschroder 9457 Iron Mountain Way shows some photos of his back property. Life wide open, states that there are bald eagles, coyotes. He is concerned about his blocked view, and states that he would not have picked this property if he knew this was going in . He wants a place that has views and has nature.

Jack Damschroder 9457 Iron Mountain Way states that the school has over 1200 students and there would be a lot more traffic and a lot more school aged kids. He thinks that it would be disrespectful to the teachers and the people that work there. Building another school would waste a lot of time and money. Let the animals keep a normal life.

There being no one else wishing to speak. Public Comment was closed.

APPLICANT REBUTTAL

Ms. White stated that she agrees with the concern about construction debris but stated that those specific requirements should be addressed during the site plan/development permit stage, not with the current rezoning.

- Affirmed commitment to already-promised low profile homes and open/park space
- Explained commercial parcels' likely future uses: Automotive, small scale retail, healthcare/urgent care, possibly hotel/extended stay, making use of highway visibility but recognizing local demand and isolation

QUESTIONS FROM THE COMMISSION

Mr. Hannan stated that R6 allows 35 feet, how would we go about that.

Ms. Duncan stated that there is a Development Agreement that would go along with this.

Mr. Hannan questioned about the Metro District

Greg Bradbury, President JCMD 1, it will be in JCMD 1. Total of 6 Metro Districts in the area.

Andrew Gay asked about 1-2 heights of buildings, pg 6 of the staff report. Subject to Administrative approval.

Ms. Duncan stated that Planning Commission would not see that part

Eric Doner asked if the project had asked about schools.

Mr, Bradbury stated that the they gave 18 acres by King Soopers to the school, but nothing has been built yet

Miriam McGilvray asked about infill in regards to the staff report?

Ms. Duncan stated that it is infilling the yet to be developed areas.

Ms. McGilvray asked about water for the area. The applicant can not move forward without allocations of water.

Mr. Bradbury stated that there is water to build out once Gross Reservoir is completed.

Ms. White stated about the parks, they are on the concept plan.

Mr. Figliolino asked what kind of commercial will potentially be put in.

Mr. Bradbury stated that there may be something similar to what is already there. He thinks there will be vehicle related uses out there.

Mr. Gay doesn't think it meets L-2. willing to approve it if we maintain it. He would like to add Conditional Approval.

Mr. Hannan stated that he likes that this is much less impactful than commercial.

MOTION 1:

It was moved by Mr. Aljinovich, that, CP2026-0001 a Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to a Portion of Candelas Parcel 1-2 From City of Arvada Neighborhood/Community Commercial to City of Arvada High Density Residential, a Parcel of Land Located at the Northeast Corner of the Intersection of Highway 72 And Highway 93, be approved and ratified by the City Council subject to the condition stated in the Staff Report, Page 14

This motion is based on the findings of fact and approval criteria on Page(s) 11 & 12 of the Staff Report.

DISCUSSION OF MOTION

Those voting Yes: McGilvray, Hannan, Ajinovich, Gay, Doner
Those voting No: Figliolino
Those absent: Knapp
The motion carried: 5-1

MOTION 2:

It was moved by Mr. Aljinovich , that Rezoning a portion of Candelas Parcels 1-2 from PUD (Planned Unit Development) to R-24 (High DensityResidential) , generally located at the northeast intersection of Highway 72 and Highway 93, be recommended to City Council for approval subject to the condition stated in the Staff Report, Page 14 (denial).

This motion is based on the findings of fact and approval criteria on Page(s) 13 of the Staff Report

DISCUSSION OF MOTION

Those voting Yes: McGilvray, Hanna, Ajinovich, Doner, Gay, Figliolino
Those voting No:
Those absent: Knapp
The motion carried:6-0

MOTION 3:

It was moved by Mr. Aljinovich, that rezoning a portion of Candelas Parcels 1-2 from PUD (Planned Unit Development) to CG (General Commercial), generally located at the northeast intersection of Highway 72 and Highway 93., be recommended to City Council for (approval subject to the condition stated in the Staff Report, Page 14) (denial).

This motion is based on the findings of fact and approval criteria on Page(s) 13 of the Staff Report.

DISCUSSION OF MOTION

Those voting Yes: McGilvray, Hannan, Doner, Ajinovich, Gay, Figliolino
Those voting No:
Those absent: Knapp
The motion carried: 6-0

MOTION 4:

It was moved by Mr. Aljinovich, that a Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation of Candelas Parcel 1-5 From City of Arvada Neighborhood/Community
Commercial to City of Arvada Medium Density Residential, Parcel of Land Located at the Northeast Corner of the Intersection of Highway 72 and Highway 93 be recommended to City Council for ratification. (subject to the condition stated in the Staff
Report, Page 14) (denial).

This motion is based on the findings of fact and approval criteria on Page(s) 11-13 of the Staff Report

DISCUSSION OF MOTION

Those voting Yes: McGilvray, Hannan, Doner, Ajinovich, Gay, Figliolino
Those voting No:
Those absent: Knapp
The motion carried: 6-0

MOTION 5:

It was moved by Mr. Aljinovich, that rezoning a portion of Candelas Parcels 1-5 from PUD-BP (Planned Unit Development Plan- Business, Professional) to R-13 (Medium Density Residential), generally located at the northeast intersection of Highway 72 and Highway 93., be recommended to City Council for (approval subject to the condition stated in the Staff Report, Page 14) (denial).

This motion is based on the findings of fact and approval criteria on Page(s) 13 of the Staff Report

DISCUSSION OF MOTION

Those voting Yes: McGilvray, Hannan, Doner, Ajinovich, Gay, Figliolino
Those voting No:
Those absent: Knapp
The motion carried: 6-0

MOTION 6:

It was moved by Mr. Aljinovich, that, CP2026-0003 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation of Candelas Parcel 1-6 from City Of Arvada Neighborhood/Community Commercial to City of Arvada Suburban Residential, A Parcel of Land Located at the Northeast Corner of the Intersection of Highway 72 And Highway 93, be approved and ratified by the City Council subject to the condition stated in the Staff Report,
Page 14 (denied).

This motion is based on the findings of fact and approval criteria on Page(s) 11 & 12 of the Staff Report

DISCUSSION OF MOTION

Those voting Yes: McGilvray, Hannan, Doner, Ajinovic, Gay, Figliolino
Those voting No: Figliolino
Those absent: Knapp
The motion carried: 5-1

MOTION 7:

It was moved by Mr. Aljinovich, that a rezoning of Candelas Parcels 1-6 from PUD-BP (Planned Unit Development Plan- Business, Professional) to R6 (Residential 6 District), generally located at the northeast intersection of Highway 72 and Highway 93., be recommended to City Council for (approval subject to the condition stated in the Staff Report, Page 14) (denial).

This motion is based on the findings of fact and approval criteria on Page(s) 13 of the Staff Report

DISCUSSION OF MOTION

Those voting Yes: McGilvray, Hannan, Doner, Ajinovich, Gay, Figliolino
Those voting No:
Those absent: Knapp
The motion carried: 6-0

8.B. An Ordinance Repealing and Reenacting or Amending Various Sections of the Land Development Code of the City of Arvada City Code Relating to Short-Term Rentals

Mr. Figliolino swore in all guests that will be speaking.

Mr. Figliolino opened the public hearing.

Mr. Figliolino asked if all of the required documents were in order.

Deputy City Attorney Ms. Nora Steenson and Rob Smetana stated the posting notice is in order, and public comments were received. Correction to the staff report: change from affordable multi family housing project to Market rate townhome project.

Purpose: Revise 2020 Short Term Rental Ordinances to ease administration and clarify enforcement; in response to ongoing issues and City Council direction:

- There was a public survey sent out in December of 2025
- Study sessions were held Jan/Feb 2025 and Dec 2025

Public Comment Received after February 4th, 2026 Cut Off

CED Boards and Commission <cedboardsandcommission@arvada.org>

Public Comment – Candelas Rezoning (DA2025-0042)

1 message

Gursev Bajwa [redacted] Wed, Feb 4, 2026 at 5:58 PM
To: cedboardsandcommission@arvada.org

Hello,
I've attached a PDF letter with my written public comment in support of the Candelas Rezoning (DA2025-0042) for today's Planning Commission meeting, as I'm unable to attend in person. Please include this letter in the public record for the project.

Thank you,

--

Gursev Bajwa

[redacted]

[redacted]

Connect with me!

Arvada Planning Commission Letter.pdf
49K

Dear Members of the Arvada Planning Commission,

My name is Gursev Bajwa, and I am writing to express my support for the proposed Candelas rezoning and Comprehensive Plan amendment for Parcels 1-2, 1-5, and 1-6 (Project DA2025-0042). Unfortunately, I am unable to attend the Planning Commission meeting today, but I wanted to make sure my comments and support are included in the public record.

While I am not a resident of Arvada, my family owns and operates a small local business nearby, and we spend a lot of time in this part of the county. Because of that, I am very familiar with the Highway 72 and Highway 93 corridor and how limited the commercial services currently are in this area. For miles along Highway 93, there are very few places for people to stop for basic needs such as food, fuel, or everyday shopping, even though the area continues to see more housing and traffic each year.

From a practical standpoint, the proposed mix of residential and commercial uses at Candelas makes a lot of sense. As more people move into northwest Arvada and the surrounding areas, it is important that there are nearby services available so residents are not forced to drive long distances for simple errands. Having a well-planned commercial node along Highway 72, in particular, feels like a natural and necessary next step given the amount of residential growth already happening there.

I also appreciate that the project is not proposing uncontrolled commercial sprawl, but rather a focused and intentional commercial area that is integrated into the surrounding neighborhoods. This kind of planning helps keep traffic patterns reasonable, supports local businesses, and creates a more complete and convenient community for residents.

Overall, I believe this project represents responsible and thoughtful growth for Arvada. It addresses real needs, aligns with how the area is already developing, and provides long-term benefits in terms of services, jobs, and tax revenue. I respectfully encourage the Planning Commission to recommend approval of the Candelas rezoning and Comprehensive Plan amendment.

Thank you for your time and for the work you do on behalf of the community.

Sincerely,

[redacted]
15550 Fairway Drive, Commerce City, Colorado 80022

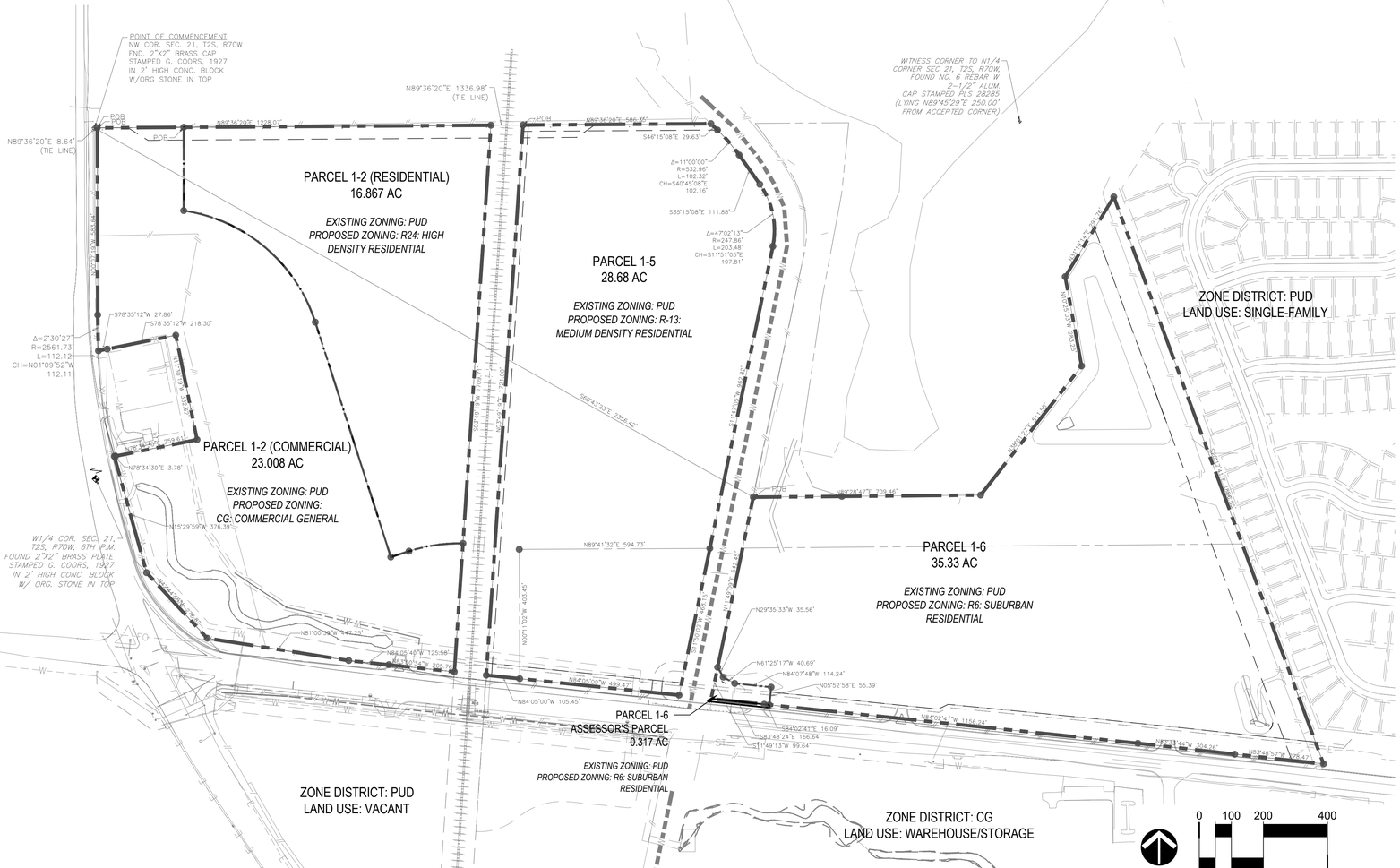
CANDELAS - PARCELS 1-2, 1-5, & 1-6

REZONING MAP

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

LEGEND

- PROPERTY LINE
- LOT LINE
- EASEMENT
- MATCHLINE
- PROPOSED BUILDING
- EXISTING ELECTRIC
- EXISTING WATER
- EXISTING BARB WIRE FENCE
- EXISTING RAILROAD


POINT OF COMMENCEMENT
NW COR. SEC. 21, T2S, R70W
FND. 2"X2" BRASS CAP
STAMPED G. COORS, 1927
IN 2' HIGH CONC. BLOCK
W/ORG STONE IN TOP
N89°36'20"E 8.64'
(TIE LINE)
N89°36'20"E 1336.98'
(TIE LINE)
POB
PARCEL 1-2 (RESIDENTIAL)
16.867 AC
EXISTING ZONING: PUD
PROPOSED ZONING: R24: HIGH
DENSITY RESIDENTIAL
PARCEL 1-5
28.68 AC
EXISTING ZONING: PUD
PROPOSED ZONING: R-13:
MEDIUM DENSITY RESIDENTIAL
PARCEL 1-2 (COMMERCIAL)
23.008 AC
EXISTING ZONING: PUD
PROPOSED ZONING:
CG: COMMERCIAL GENERAL
PARCEL 1-6
35.33 AC
EXISTING ZONING: PUD
PROPOSED ZONING: R6: SUBURBAN
RESIDENTIAL
PARCEL 1-6
ASSESSOR'S PARCEL
0.317 AC
EXISTING ZONING: PUD
PROPOSED ZONING: R6: SUBURBAN
RESIDENTIAL
ZONE DISTRICT: N/A
LAND USE: ROCKY FLATS NATIONAL
WILDLIFE REFUGE
ZONE DISTRICT: N/A
LAND USE: SMART RESERVIOR
ZONE DISTRICT: N/A
LAND USE: ROCKY FLATS NATIONAL
WILDLIFE REFUGE
ZONE DISTRICT: PUD
LAND USE: SINGLE-FAMILY
ZONE DISTRICT: PUD
LAND USE: VACANT
ZONE DISTRICT: CG
LAND USE: WAREHOUSE/STORAGE
WITNESS CORNER TO N1/4
CORNER SEC 21, T2S, R70W,
FOUND NO. 6 REBAR W
2-1/2" ALUM.
CAP STAMPED PLS 28285
(LYING N89°45'29"E 250.00'
FROM ACCEPTED CORNER)
W1/4 COR. SEC. 21,
T2S, R70W, 6TH P.M.
FOUND 2"X2" BRASS PLATE
STAMPED G. COORS, 1927
IN 2' HIGH CONC. BLOCK
W/ ORG. STONE IN TOP
S78°35'12"W 27.86'
S78°35'12"W 218.30'
Δ=2°30'27"
R=2561.73'
L=112.12'
CH=N01°09'52"W
112.11'
S89°43'03"E 2356.42'
N89°41'32"E 594.73'
N89°28'47"E 709.46'
N29°35'33"W 35.56'
N61°25'17"W 40.69'
N84°07'48"W 114.24'
N05°52'58"E 55.39'
N84°05'00"W 105.45'
N84°02'41"E 16.09'
S83°48'24"E 166.64'
S11°49'13"W 99.64'
N84°02'41"W 1166.24'
N88°33'44"W 804.96'
N88°48'53"W 625.43'
S46°15'08"E 29.63'
S35°15'08"E 111.88'
Δ=11°00'00"
R=532.96'
L=102.32'
CH=S40°45'08"E
102.16'
Δ=47°02'13"
R=247.86'
L=203.48'
CH=S11°51'05"E
197.81'
N78°34'30"E 3.78'
N15°29'59"W 376.05'
N81°00'30"E 342.25'
N84°05'46"W 125.58'
N84°05'54"W 205.79'
N84°04'52"W 459.49'
N00°11'02"W 403.45'
N00°11'02"W 1320.45'
N00°11'02"W 1320.45'
N00°11'02"W 1320

CANDELAS - PARCELS 1-2, 1-5, & 1-6

REZONING MAP

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

LEGAL DESCRIPTION

PARCEL 1-2 (RESIDENTIAL)

A PARCEL OF LAND BEING A PORTION OF LOT 1 AND LOT 2, SLEEPING INDIAN TANK SITE MINOR SUBDIVISION PLAT RECORDED AUGUST 08, 2019 AT RECEPTION NO. 2019069483, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 21, N89°36'20"E A DISTANCE OF 278.16 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 21, N89°36'20"E A DISTANCE OF 958.55 FEET TO A POINT ON THE NORTHEAST CORNER OF SAID LOT 1 AND A POINT ON THE WESTERLY LINE OF THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2024072677; THENCE ALONG THE EASTERLY LINE OF SAID LOT 1 AND SAID WESTERLY LINE OF THE QUITCLAIM DEED, S03°49'19"W A DISTANCE OF 1308.08 FEET TO A POINT; THENCE, 170.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 19°10'34" AND A CHORD WHICH BEARS S81°45'20"W A DISTANCE OF 169.90 FEET; THENCE, S72°10'03"W A DISTANCE OF 59.65 FEET; THENCE, N17°49'57"W A DISTANCE OF 770.04 FEET; THENCE, 567.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 63°43'22" AND A CHORD WHICH BEARS N49°41'38"W A DISTANCE OF 538.42 FEET; THENCE, N00°00'00"E A DISTANCE OF 259.86 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 16.867 ACRES OR 734,725 SQUARE FEET MORE OR LESS

PARCEL 1-2 (COMMERCIAL)

A PARCEL OF LAND BEING A PORTION OF LOT 1 AND LOT 2, SLEEPING INDIAN TANK SITE MINOR SUBDIVISION PLAT RECORDED AUGUST 08, 2019 AT RECEPTION NO. 2019069483, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 21, N89°36'20"E A DISTANCE OF 8.64 FEET TO A POINT ON THE FUTURE EASTERLY RIGHT-WAY LINE OF STATE HIGHWAY 93, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 21, N89°36'20"E A DISTANCE OF 269.51 FEET TO A POINT ON SAID NORTHERLY SECTION LINE; THENCE, S00°00'00"E A DISTANCE OF 259.86 FEET; THENCE, 567.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 63°43'22" AND A CHORD WHICH BEARS S49°41'38"E A DISTANCE OF 538.42 FEET; THENCE, S17°49'57"E A DISTANCE OF 770.04 FEET; THENCE, N72°10'03"E A DISTANCE OF 59.65 FEET; THENCE, 170.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 19°10'34" AND A CHORD WHICH BEARS N81°45'20"E A DISTANCE OF 169.90 FEET TO A POINT ON THE WESTERLY LINE OF THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2024072677; THENCE, S03°49'19"W A DISTANCE OF 401.63 FEET ALONG SAID WESTERLY QUIT CLAIM LINE TO A POINT ON THE FUTURE NORTHERLY LINE OF STATE HIGHWAY 72;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N83°50'34"W A DISTANCE OF 205.76 FEET; THENCE N84°05'40"W A DISTANCE OF 125.58 FEET TO A POINT ON THE NORTHERLY LINE OF SAID HIGHWAY 72 AS DEDICATED BY PARCEL NO. 1A RECORDED AT RECEPTION NO. 88049628;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N81°00'39"W A DISTANCE OF 447.25 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY 93 AS RECORDED IN BOOK 814 AT PAGE 365; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N42°44'55"W A DISTANCE OF 278.82 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY 93 AS DEDICATED BY PARCEL NO. 1 RECORDED AT RECEPTION NO. 88049628;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N15°29'59"W A DISTANCE OF 376.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT AND THE SOUTHEAST CORNER OF HIGHWAY 93 RIGHT-OF-WAY AS DEDICATED PER WARRANTY DEED (CDOT RW-27 REV) RECORDED AT RECEPTION NO. 2025021289; THENCE ALONG THE SOUTHERLY LINE OF SAID WARRANTY DEED, N78°34'30"E A DISTANCE OF 3.78 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE SLEEPING INDIAN TANK SITE MINOR SUBDIVISION RECORDED AT RECEPTION NO. 2019069483, THENCE THE FOLLOWING THREE (3) CONSECUTIVE COURSES ALONG SAID MINOR SUBDIVISION:

1) N78°34'30"E A DISTANCE OF 259.61 FEET;
2) THENCE N11°30'19"W A DISTANCE OF 332.62 FEET;
3) THENCE S78°35'12"W A DISTANCE OF 218.30 FEET TO A POINT ON THE FUTURE EASTERLY RIGHT-OF- WAY LINE OF CDOT RW-27; THENCE, S78°35'12"W ALONG SAID FUTURE EASTERLY RIGHT-OF-WAY A DISTANCE OF 27.86 FEET TO THE FUTURE EASTERLY RIGHT-OF-WAY LINE OF CDOT RW-21A;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) CONSECUTIVE COURSES:

1) 112.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2561.73 FEET, A CENTRAL ANGLE OF 02°30'27" AND A CHORD WHICH BEARS N01°09'52"W A DISTANCE OF 112.11 FEET;
2) THENCE N00°07'19"W A DISTANCE OF 583.64 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 23.008 ACRES OR 1,002,209 SQUARE FEET MORE OR LESS.

PARCEL 1-5

A PARCEL OF LAND BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2011109073 AND A PORTION OF PARCEL 2 OF THE SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2006102004, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 21, N89°36'20"E A DISTANCE OF 1336.98 FEET TO A POINT ON THE NORTHWEST OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2011109073 AND A POINT ON THE EASTERLY LINE OF THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2024072677 SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID SPECIAL WARRANTY DEED AND CONTINUING ALONG SAID NORTHERLY LINE OF SECTION 21, N89°36'20"E A DISTANCE OF 586.35 FEET TO THE NORTHEAST CORNER OF SAID SPECIAL WARRANTY DEED AND A POINT ON THE WESTERLY LINE OF THE SOUTH BOULDER DIVERSION CHANNEL RECORDED IN BOOK 389 AT PAGE 544; THENCE ALONG THE EASTERLY LINE OF SAID SPECIAL WARRANTY DEED AND THE WESTERLY LINE OF SAID BOULDER DIVERSION CHANNEL THE FOLLOWING FIVE (5) CONSECUTIVE COURSES:

1) S46°15'08"E A DISTANCE OF 29.63 FEET;
2) THENCE 102.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 532.96 FEET, A CENTRAL ANGLE OF 11°00'00", AND A CHORD WHICH BEARS S40°45'08"E A DISTANCE OF 102.16 FEET;
3) THENCE S35°15'08"E A DISTANCE OF 111.88 FEET;
4) THENCE 203.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 247.86 FEET, A CENTRAL ANGLE OF 47°02'13", AND A CHORD WHICH BEARS S11°51'05"E A DISTANCE OF 197.81 FEET;
5) THENCE S11°47'05"W A DISTANCE OF 962.82 FEET TO THE NORTHEAST CORNER OF SAID PARCEL NO. 2 OF THE SPECIAL WARRANTY DEED;

THENCE ALONG THE EASTERLY LINE OF SAID SPECIAL WARRANTY DEED AND CONTINUING ALONG THE WESTERLY LINE OF SAID BOULDER DIVERSION CHANNEL, S11°50'02"W A DISTANCE OF 468.15 FEET TO THE FUTURE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 72;

THENCE ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF CDOT RW-23, N84°05'00"W A DISTANCE OF 499.47 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND THE NORTHEAST CORNER OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY 72, PER CDOT RW-24 DEDICATION;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE, N84°05'00"W A DISTANCE OF 105.45 FEET TO THE NORTHWEST CORNER OF SAID CDOT RW-24 AND A POINT ON THE WESTERLY LIND OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2011109073 AND THE EASTERLY LINE OF THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2024072677;

THENCE ALONG SAID EASTERLY AND WESTERLY LINES, N03°49'19"E A DISTANCE OF 1721.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 28.680 ACRES OR 1,249,309 SQUARE FEET MORE OR LESS.

PARCEL 1-6

A PARCEL OF LAND BEING BLOCK 19 AND A PORTION OF BLOCK 20, CANDELAS FILING NO. 3 FINAL PLAT, RECORDED SEPTEMBER 06, 2013 AT RECEPTION NO. 2013117890, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, S60°43'23"E A DISTANCE OF 2356.42 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 19 AND A POINT ON THE EASTERLY LINE OF THE SOUTH BOULDER DIVERSION CHANNEL RECORDED IN BOOK 389 AT PAGE 544, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 19, THE FOLLOWING FOUR (4) CONSECUTIVE COURSES:

1) N89°28'47"E A DISTANCE OF 709.46 FEET;
2) THENCE N38°01'27"E A DISTANCE OF 511.55 FEET;
3) THENCE N10°25'03"W A DISTANCE OF 283.25 FEET;
4) THENCE N31°19'14"E A DISTANCE OF 291.76 FEET TO THE NORTHERLY MOST CORNER OF SAID BLOCK 19;

THENCE ALONG THE EASTERLY LINE OF SAID BLOCK 19 AND BLOCK 20, S20°17'41"E A DISTANCE OF 1886.55 FEET TO THE FUTURE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 72;

THENCE ALONG SAID NORTHERLY RIGHT-OF-LINE OF CDOT RW-25 THE FOLLOWING THREE (3) CONSECUTIVE COURSES:

1) N83°48'57"W A DISTANCE OF 278.47 FEET;
2) THENCE N83°33'44"W A DISTANCE OF 304.26 FEET;
3) THENCE N84°02'41"W A DISTANCE OF 1156.24 FEET TO THE NORTHWEST CORNER OF SAID CDOT RW-25 AND A POINT ON THE WESTERLY LINE OF SAID BLOCK 20;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID BLOCK 20 THE FOLLOWING FOUR (4) CONSECUTIVE COURSES:

1) N05°52'58"E A DISTANCE OF 55.39 FEET;
2) THENCE N84°07'48"W A DISTANCE OF 114.24 FEET;
3) THENCE N61°25'17"W A DISTANCE OF 40.69 FEET;
4) THENCE N29°35'33"W A DISTANCE OF 35.56 FEET TO A POINT ON SAID EASTERLY LINE SOUTH BOULDER DIVERSION CHANNEL;

THENCE ALONG THE WESTERLY LINES OF SAID BLOCK 19 AND BLOCK 20 AND THE EASTERLY LINE OF SAID SOUTH BOULDER DIVERSION CHANNEL, N11°49'09"E A DISTANCE OF 542.45 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 35.330 ACRES OR 1,538,983 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE NORTHWEST OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO ASSUMED TO BEAR N89°36'20"E AND BEING MONUMENTED BY A FOUND 2"X2" BRASS CAP STAMPED "G. COORS 1927" IN 2' HIGH CONCRETE BLOCK WITH ORIGINAL STONE IN TOP AT THE NORTHWEST CORNER AND A FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP PLS #16406 A 250' WITNESS CORNER AT THE NORTH QUARTER CORNER.

ASSESSOR'S PARCEL

A PARCEL OF LAND BEING ASSESSOR'S PARCEL NO. 20-212-00-012, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 21; THENCE N65°47'18"E A DISTANCE OF 2095.47 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 72 RECORDED IN BOOK 421 AT PAGE 86 AND THE EASTERLY LINE OF THE CITY AND COUNTY OF DENVER CHANNEL PARCEL RECORDED IN BOOK 389 AT PAGE 544, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY LINE, N11°50'02"E A DISTANCE OF 116.01 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 20, CANDELAS FILING NO. 3 RECORDED AT RECEPTION NO. 2013117890;

THENCE ALONG SAID SOUTHERLY LINE OF BLOCK 20 THE FOLLOWING FOUR (4) CONSECUTIVE COURSES:

1) S29°35'33"E A DISTANCE OF 35.56 FEET;
2) THENCE S61°25'17"E A DISTANCE OF 40.69 FEET;
3) THENCE S84°07'48"E A DISTANCE OF 114.24 FEET;
4) THENCE S05°52'58"W A DISTANCE OF 70.80 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 72;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 72, N84°06'06"W A DISTANCE OF 184.45 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.317 ACRES OR 13,812 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO ASSUMED TO BEAR N00°12'09"W AND BEING MONUMENTED BY A FOUND 1.9' X 0.8' CONCRETE BLOCK 1.8' OUT OF GROUND; BROWN ROCK 0.9' OUT OF CONCRETE, ¼ CHISELED ON WEST FACE, A BRASS PLATE 2"X2" SET IN TOP OF CONCRETE AT THE WEST QUARTER CORNER AND A FOUND 1.9 X 0.8' CONCRETE BLOCK 1.5' OUT OF GROUND, 0.6'X0.6' GREY ROCK 0.6' OUT OF TOP OF CONCRETE WITH BRASS PLATE 2"X2" SET IN TOP OF CONCRETE AT THE NORTHWEST CORNER.

CHECKED BY: DB/EM
DRAWN BY: DB

NORRIS DESIGN
PEOPLE + PLACEMAKING
1101 BANNOCK STREET
DENVER, CO 80204
P 303.892.1166
NORRIS-DESIGN.COM

CANDELAS FILING NO. 3
PARCELS 1-2, 1-5, 1-6
ARVADA, COLORADO

OWNER:
CIMARRON HOLDING COMPANY, LLC
20009 HIGHWAY 72
ARVADA, CO 80007

NOT FOR CONSTRUCTION

DATE:
06/27/25 SUBMITTAL 01
08/01/25 SUBMITTAL 02
09/12/25 SUBMITTAL 03
10/24/25 SUBMITTAL 04
01/06/26 SUBMITTAL 05

SHEET TITLE:
LEGAL DESCRIPTION

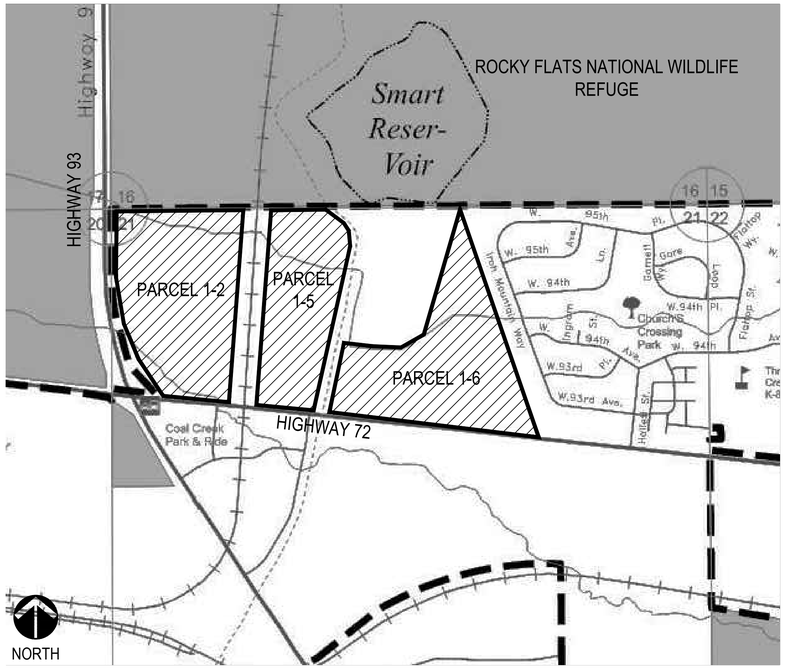
2

CANDELAS - PARCELS 1-2, 1-5, & 1-6

RE-ZONING CONCEPT PLAN

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

VICINITY MAP



NARRATIVE

THIS PROJECT REQUEST TO REZONE A PORTION OF PARCEL 1-2 TO R-24 TO ALLOW FOR MULTI-FAMILY RESIDENTIAL DEVELOPMENT, WHICH WILL REQUIRE AN AMENDMENT TO THE COMPREHENSIVE PLAN TO REFLECT THE HIGH DENSITY RESIDENTIAL (HDR) DESIGNATION. THE REMAINING PORTIONS OF PARCEL 1-2 ARE PROPOSED TO BE REZONED TO CG (COMMERCIAL GENERAL) AND DO NOT REQUIRE AN AMENDMENT TO THE COMPREHENSIVE PLAN. PARCEL 1-5 IS PROPOSED TO BE REZONED TO R-13, AND PARCEL 1-6 TO R-6, WITH CORRESPONDING COMPREHENSIVE PLAN AMENDMENTS TO MEDIUM DENSITY RESIDENTIAL (MDR) AND SUBURBAN RESIDENTIAL (SUBR), RESPECTIVELY.

SHEET INDEX

1	COVER SHEET
2	LEGAL DESCRIPTION
3	OVERALL PLAN
4	CONCEPTUAL SITE PLAN
5	CONCEPTUAL SITE PLAN

PROJECT TEAM

APPLICANT
CIMARRON HOLDING COMPANY, LLC
20009 HIGHWAY 72
ARVADA, CO 80007
303.469.1873
CONTACT: JEFF NADING / GREGG BRADBURY

PLANNER
NORRIS DESIGN
1101 BANNOCK ST.
DENVER, CO 80204
303-892-1166
CONTACT: DANIEL BRASWELL/EVA MATHER

CIVIL ENGINEER
MARTIN MARTIN
12499 WEST COLFAX AVE.
LAKEWOOD, CO 80215
303-431-6100
CONTACT: DAVID KUNTZ

TRAFFIC ENGINEER
KIMLEY-HORN
6200 SOUTH SYRACUSE WAY, SUITE 300
GREENWOOD VILLAGE, CO 80111
303.228.2304
CONTACT: CURTIS ROWE

CHECKED BY: DB/EM
DRAWN BY: DB

PARK SUMMARY PART I
FROM - TRI POINTE CANDELAS FILING 1, AMENDMENT 5

	PLATTED UNITS		MULTIPLIER		TOTAL PARKS REQUIRED			TOTAL PARKS PROVIDED	
FILING	SFA	SFD	SFA	SFD	SFA	SFD	OVERALL	OVERALL ACRES	DIFFERENCE
FILING 1, AMENDMENT 1	0	477	2.38	2.83	0.00	13.50	13.50	34.32	20.82
FILING 2	0	199	2.38	2.83	0.00	5.63	5.63	8.27	2.64
FILING 3	0	262	2.38	2.83	0.00	7.41	7.41	12.32	4.91
FILING 4	0	231	2.38	2.83	0.00	6.54	6.54	15.75	9.21
FILING 1 AMENDMENT 2	0	97	2.38	2.83	0.00	2.75	2.75	0.00	-2.75
FILING 4 AMENDMENT 1	0	342	2.38	2.83	0.00	9.68	9.68	0.00	-9.68
FILING 3, LOT 1, BLOCK 10	104	0	2.38	2.83	2.48	0.00	2.48	0.00	-2.48
FILING 2, AMENDMENT 2	98	0	2.38	2.83	2.33	0.00	2.33	0.00	-2.33
FILING 1, AMENDMENT 4 - PARCEL 2	36	0	2.38	2.83	0.86	0.00	0.86	0.00	-0.86
FILING 1, AMENDMENT 4 - PARCEL 10	21	0	2.38	2.83	0.50	0.00	0.50	0.00	-0.50
FILING 1, AMENDMENT 5	37	0	2.38	2.83	0.88	0.00	0.88	0.00	-0.88
TOTAL	296	1,608	N/A	N/A	7.04	45.51	52.55	70.66	18.11

TOTAL PARKS AVAILABLE FOR CREDIT: 18.11

PARK SUMMARY PART II
FROM - CANDELAS SOUTH FILING 2 / TRAILSTONE FILING 2

	PLATTED UNITS		MULTIPLIER		TOTAL PARKS REQUIRED			TOTAL PARKS PROVIDED	
FILING	SFA	SFD	SFA	SFD	SFA	SFD	OVERALL	OVERALL ACRES	DIFFERENCE
FILING 1	132	279	1.87	2.84	2.47	7.92	10.39	7.11	-3.28
FILING 2	0	262	1.87	2.84	0.00	7.44	7.44	11.12	3.68
TOTALS	132	541	N/A	N/A	2.47	15.36	17.83	18.23	0.40

TOTAL PARKS AVAILABLE FOR CREDIT: 18.51

PARK SUMMARY PART III
RANGEWATER CANDELAS SUBMITTAL 02 | AUGUST 10, 2024

	PLATTED UNITS		MULTIPLIER		TOTAL PARKS REQUIRED			TOTAL PARKS PROVIDED	
FILING	SFA	MF	SFA	MF	SFA	MF	OVERALL	OVERALL ACRES	DIFFERENCE
FILING 1	56	324	1.87	1.87	1.05	6.06	7.11	0.00	-7.11
TOTALS	56	324	N/A	N/A	1.05	6.06	7.11	0	-7.11

TOTAL REMAINING PARKS AVAILABLE FOR CREDIT: 11.40

PARK SUMMARY PART IV
CANDELAS POINT REZONE | MAY 29, 2025 ANALYSIS

	PLATTED UNITS		MULTIPLIER		TOTAL PARKS REQUIRED			TOTAL PARKS PROVIDED	
FILING	SFA	MF	SFA	MF	SFA	MF	OVERALL	OVERALL ACRES	DIFFERENCE
Candelas Point Townhomes	52	0	1.87	1.87	0.97	0.00	0.97	1.14	0.17
TOTALS	52	0	N/A	N/A	0.97	0.00	0.97	1.14	0.17

TOTAL REMAINING PARKS AVAILABLE FOR CREDIT: 11.57

PARK SUMMARY PART IV
CANDELAS REZONE | SEPTEMBER 11, 2025 ANALYSIS

	PLATTED UNITS		MULTIPLIER		TOTAL PARKS REQUIRED			TOTAL PARKS PROVIDED	
FILING	SFA	MF	55+	MF	55+	MF	OVERALL	OVERALL ACRES	DIFFERENCE
PARCEL 1-2 REZONE TO MULTIFAMILY	0	45.3	1.5	1.87	0	8.47	8.47	0.00	-8.47
TOTALS	0	45.3	N/A	N/A	0.00	8.47	8.47	0	-8.47

	PLATTED UNITS		MULTIPLIER		TOTAL PARKS REQUIRED			TOTAL PARKS PROVIDED	
FILING	SFA	SFD	SFA	SFD	SFA	SFD	OVERALL	OVERALL ACRES	DIFFERENCE
PARCEL 1-5 REZONE TO R13	0	180	1.87	2.84	0	5.11	5.11	5.10	-0.01
PARCEL 1-6 TO R6	153	0	1.87	2.84	2.86	0.00	2.86	0.00	-2.86
TOTALS	153	180	N/A	N/A	2.86	5.11	7.97	0	-2.87

TOTAL REMAINING PARKS AVAILABLE FOR CREDIT: 0.22

NOTE: SCHOOL DEDICATION REQUIREMENTS WERE MET PREVIOUSLY AT CANDELAS PER LAND DEDICATED TO JEFFERSON COUNTY SCHOOLS PER ODP PARCEL 2-F AND PER SCHOOL AGREEMENT JAN. 31ST - JOINDER & AGREEMENT.

SITE DATA TABLE - PARCEL 1-2 - COMMERCIAL

Site Development Information		
Existing Comprehensive Plan Designation	Neighborhood/Community Commercial	
Proposed Comprehensive Plan Designation	N/A	
Existing Zone District	PUD-BP - Planned Unit Development	
Proposed Zone District	CG - Commercial, General	
Total Parcel Area	1,002,209 sf / 23.008 ac	
Housing Palette Lot Type	N/A	
Development Standards	***Site***	***Standard***
Lot Standards		
Min. Lot Area	TBD[1]	5,000 sf
Min. Lot Width	TBD[1]	50 ft
Max. Lot Coverage	TBD[1]	35%
Setback Standards		
Min. Front	TBD[1]	20 ft
Min. Street Side	TBD[1]	20 ft
Min. Interior Side	TBD[1]	10 ft
Min. Rear	TBD[1]	20 ft
Min. Front Parking	TBD[1]	20 ft
Building Standards		
Max. Height, Principle Building	TBD[1]	45 ft
Max. Height, Accessory Building	TBD[1]	18 ft
Max. Height, Mini-structure	TBD[1]	12 ft
Site Standards		
Min. Landscape Surface Area	TBD[1]	20%
Max. Outdoor Display	TBD[1]	5% of enclosed
Max. Outdoor Storage	TBD[1]	5% of lot area
See Division 4-5-2 of the Arvada Land Development Code for Vehicle and Bicycle Parking Requirements.		

1. Future commercial development will be reviewed at the time of Site Plan submittal and shall be consistent with the applicable minimum standards.

SITE DATA TABLE - PARCEL 1-2 - MULTI-FAMILY

Site Development Information		
Existing Comprehensive Plan Designation	Neighborhood/Community Commercial	
Proposed Comprehensive Plan Designation	High Density Residential	
Existing Zone District	PUD-BP - Planned Unit Development	
Proposed Zone District	R24 - Residential 24 District	
Max. Density	24 du/ac	
Total Parcel Area	734,725 sf / 16.867 ac	
Housing Palette Lot Type Multi-Family	Urban Multi-Family	
Development Standards	***Site***	***Standard***
Lot Standards		
Min. Lot Area	No minimum	No minimum
Min. Lot Width	TBD[1]	50 ft
Max. Building Coverage	TBD[1]	90%
Building and Parking Siting Standards		
Min. Front Setback	TBD[1]	10 ft
Min. Street Side Setback	TBD[1]	10 ft
Min. Interior Side Setback	TBD[1]	10 ft
Min. Rear Setback	TBD[1]	0 ft
Min. Arterial Setback	TBD[1]	100 ft
Min. Parking Setback	TBD[1]	20 ft
Building Standards		
Max. Height, Principle Building	TBD[1]	35 ft
Max. Height, ADU (detached)	TBD[1]	30 ft
Max. Height, Accessory Building	TBD[1]	18 ft
Max. Height, Mini-structure	TBD[1]	12 ft
Site Standards		
Min. Landscape Surface Area	TBD[1]	20%
Min. Landscape Surface Area, Amenitized	TBD[1]	5%
See Division 4-5-2 of the Arvada Land Development Code for Vehicle and Bicycle Parking Requirements.		

1. Future commercial development will be reviewed at the time of Site Plan submittal and shall be consistent with the applicable minimum standards.

SITE DATA TABLE - PARCEL 1-5

Site Development Information		
Existing Comprehensive Plan Designation	Neighborhood/Community Commercial	
Proposed Comprehensive Plan Designation	Medium Density Residential	
Existing Zone District	PUD-BP - Planned Unit Development	
Proposed Zone District	R13 - Residential 13 District	
Max. Density	13 du/ac	
Total Parcel Area	1,249,309 sf / 28.68 ac	
Housing Palette Lot Type Single-Family Detached	Small Urban (Alley)	Small General (Street)
Development Standards	***Site***	***Standard***	***Site***	***Standard***
Lot Standards				
Min. Lot Area	2,000 sf	2,000 sf	4,500 sf*	5,000 sf
Min. Lot Width	Min. +	30 ft	45 ft* +	50 ft
Min. Lot Width, Corner	Min. +	40 ft	55 ft* +	60 ft
Max. Building Coverage	65%	65%	65%	65%
Setback Standards				
Min. Front Setback (Building/Garage Door)	10 ft	10 ft / NA	15 ft / 18 ft	15 ft / 18 ft
Min. Street Side Setback	10 ft	10 ft	15 ft	15 ft
Min. Interior Side Setback	5 ft	3 ft	5 ft	5 ft
Min. Rear Setback	2 ft	2 ft	10 ft	10 ft
Min. Arterial Setback	100 ft	100 ft	100 ft	100 ft
Min. Parking Setback	20 ft	20 ft	20 ft	20 ft
Building Standards				
Max. Height, Principle Building	35 ft	35 ft	35 ft	35 ft
Max. Height, ADU (detached)	N/A	30 ft	N/A	30 ft
Max. Height, Accessory Building	N/A	18 ft	N/A	18 ft
Max. Height, Mini-Structure	12 ft	12 ft	12 ft	12 ft
Site Standards				
Min. Landscape Surface Area	Min. +	20%	Min. +	20%
Min. Landscape Surface Area, Amenitized	Min. +	5%	Min. +	5%
See Division 4-5-2 of the Arvada Land Development Code for Vehicle and Bicycle Parking Requirements.				

* Minor Modification Request to be included with Site Plan Submittal; not yet approved.

SITE DATA TABLE - PARCEL 1-5

Site Development Information		
Existing Comprehensive Plan Designation	Neighborhood/Community Commercial	
Proposed Comprehensive Plan Designation	Medium Density Residential	
Existing Zone District	PUD-BP - Planned Unit Development	
Proposed Zone District	R13 - Residential 13 District	
Max. Density	13 du/ac	
Total Parcel Area	1,249,309 sf / 28.68 ac	
Housing Palette Lot Type Townhome	Urban Townhome	
Development Standards *(Housing Palette Standards: 2-1-8-7 - Townhomes)*	***Site***	***Standard***
Lot Standards		
Lot Area (min)	1,480 sf	N/A
Lot Width (min)	Varies	N/A
Unit Width (min)	20 ft	16 ft
Lot Coverage (max)	90%	100%
Building and Parking Siting Standards		
Street Setback (min)[1]	10 ft	10 ft
Alley Garage Setback (min)[2]	2 ft	2 ft
Non-Street Frontage Perimeter Setback (min)[3]	15 ft	15 ft
Front Parking Setback (min)[4]	20 ft	20 ft
Arterial Setback (min)[5]	100 ft	100 ft
Building Standards		
Building Separation, Side to Side (min)	Min. +	10 ft
Building Separation, All Others (min)	Min. +	20 ft
Building Height (max)	35 ft	35 ft
ADU Building Height (max)	N/A	30 ft
Accessory Building Height (max)	N/A	18 ft
Mini-Structure Height (max)	12 ft	12 ft
Site Standards		
Landscape Area (min)	Min. +	20%
Amenitized Landscape Area (min)	Min. +	5%
See Division 4-5-2 of the Arvada Land Development Code for Vehicle and Bicycle Parking Requirements.		

Notes:
1. Where garage access is directly from a side street, the minimum garage setback shall be 18 ft.
2. The rear setback for alley-loaded garages shall be no less than 2 ft, and no more than 4 ft, or a minimum of 18 ft., at the Applicants discretion.
3. If less than one-half of the units in a townhome building are adjacent to a non-street frontage perimeter, then the minimum setback shall be 10 feet.
4. Except for driveways associated with single family and duplex units and multiplex buildings.
5. Measured from the centerline of the arterial.

SITE DATA TABLE - PARCEL 1-6

Site Development Information		
Existing Comprehensive Plan Designation	Neighborhood/Community Commercial	
Proposed Comprehensive Plan Designation	Suburban Residential	
Existing Zone District	PUD-BP - Planned Unit Development	
Proposed Zone District	R6 - Residential 6 District	
Max. Density	6 du/ac	
Total Parcel Area	1,538,983 sf / 35.33 ac	
Housing Palette Lot Type Single-Family Detached	Small General (Alley)	Small General (Street)
Development Standards	***Site***	***Standard***	***Site***	***Standard***
Lot Standards				
Min. Lot Area	3,800 sf*	4,000 sf	4,500 sf*	5,000 sf
Min. Lot Width	Min. +	40 ft	45 ft* +	50 ft
Min. Lot Width, Corner	Min. +	40 ft	55 ft* +	60 ft
Max. Building Coverage	65%*	60%	65%	65%
Setback Standards				
Min. Front Setback (Building/Garage Door)	12 ft*	15 ft / NA	15 ft / 18 ft	15 ft / 18 ft
Min. Street Side Setback	15 ft	15 ft	15 ft	15 ft
Min. Interior Side Setback	5 ft	5 ft	5 ft	5 ft
Min. Rear Setback	2 ft	2 ft	10 ft	10 ft
Min. Arterial Setback	100 ft	100 ft	100 ft	100 ft
Min. Parking Setback	20 ft	20 ft	20 ft	20 ft
Building Standards				
Max. Height, Principle Building	35 ft	35 ft	35 ft	35 ft
Max. Height, ADU (detached)	N/A	30 ft	N/A	30 ft
Max. Height, Accessory Building	N/A	18 ft	N/A	18 ft
Max. Height, Mini-Structure	12 ft	12 ft	12 ft	12 ft
Site Standards				
Min. Landscape Surface Area	Min. +	20%	Min. +	20%
Min. Landscape Surface Area, Amenitized	Min. +	5%	Min. +	5%
See Division 4-5-2 of the Arvada Land Development Code for Vehicle and Bicycle Parking Requirements.				

* Minor Modification Request to be included with Site Plan Submittal; not yet approved.

NORRIS DESIGN
PEOPLE + PLACEMAKING
1101 BANNOCK STREET
DENVER, CO 80204
P 303.892.1166
NORRIS-DESIGN.COM

CANDELAS FILING NO. 3
PARCELS 1-2, 1-5, 1-6
ARVADA, COLORADO

OWNER:
CIMARRON HOLDING COMPANY, LLC
20009 HIGHWAY 72
ARVADA, CO 80007

NOT FOR CONSTRUCTION

DATE:
06/27/25 SUBMITTAL 01
08/01/25 SUBMITTAL 02
09/12/25 SUBMITTAL 03
10/24/25 SUBMITTAL 04
01/06/26 SUBMITTAL 05

SHEET TITLE:
COVER

1

CANDELAS - PARCELS 1-2, 1-5, & 1-6

RE-ZONING CONCEPT PLAN

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

LEGAL DESCRIPTION

PARCEL 1-2 (RESIDENTIAL)

A PARCEL OF LAND BEING A PORTION OF LOT 1 AND LOT 2, SLEEPING INDIAN TANK SITE MINOR SUBDIVISION PLAT RECORDED AUGUST 08, 2019 AT RECEPTION NO. 2019069483, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 21, N89°36'20"E A DISTANCE OF 278.16 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 21, N89°36'20"E A DISTANCE OF 958.55 FEET TO A POINT ON THE NORTHEAST CORNER OF SAID LOT 1 AND A POINT ON THE WESTERLY LINE OF THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2024072677; THENCE ALONG THE EASTERLY LINE OF SAID LOT 1 AND SAID WESTERLY LINE OF THE QUITCLAIM DEED, S03°49'19"W A DISTANCE OF 1308.08 FEET TO A POINT; THENCE, 170.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 19°10'34" AND A CHORD WHICH BEARS S81°45'20"W A DISTANCE OF 169.90 FEET; THENCE, S72°10'03"W A DISTANCE OF 59.65 FEET; THENCE, N17°49'57"W A DISTANCE OF 770.04 FEET; THENCE, 567.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 63°43'22" AND A CHORD WHICH BEARS N49°41'38"W A DISTANCE OF 538.42 FEET; THENCE, N00°00'00"E A DISTANCE OF 259.86 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 16.867 ACRES OR 734,725 SQUARE FEET MORE OR LESS

PARCEL 1-2 (COMMERCIAL)

A PARCEL OF LAND BEING A PORTION OF LOT 1 AND LOT 2, SLEEPING INDIAN TANK SITE MINOR SUBDIVISION PLAT RECORDED AUGUST 08, 2019 AT RECEPTION NO. 2019069483, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 21, N89°36'20"E A DISTANCE OF 8.64 FEET TO A POINT ON THE FUTURE EASTERLY RIGHT-WAY LINE OF STATE HIGHWAY 93, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 21, N89°36'20"E A DISTANCE OF 269.51 FEET TO A POINT ON SAID NORTHERLY SECTION LINE; THENCE, S00°00'00"E A DISTANCE OF 259.86 FEET; THENCE, 567.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 63°43'22" AND A CHORD WHICH BEARS S49°41'38"E A DISTANCE OF 538.42 FEET; THENCE, S17°49'57"E A DISTANCE OF 770.04 FEET; THENCE, N72°10'03"E A DISTANCE OF 59.65 FEET; THENCE, 170.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 19°10'34" AND A CHORD WHICH BEARS N81°45'20"E A DISTANCE OF 169.90 FEET TO A POINT ON THE WESTERLY LINE OF THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2024072677; THENCE, S03°49'19"W A DISTANCE OF 401.63 FEET ALONG SAID WESTERLY QUIT CLAIM LINE TO A POINT ON THE FUTURE NORTHERLY LINE OF STATE HIGHWAY 72;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N83°50'34"W A DISTANCE OF 205.76 FEET; THENCE N84°05'40"W A DISTANCE OF 125.58 FEET TO A POINT ON THE NORTHERLY LINE OF SAID HIGHWAY 72 AS DEDICATED BY PARCEL NO. 1A RECORDED AT RECEPTION NO. 88049628;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N81°00'39"W A DISTANCE OF 447.25 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY 93 AS RECORDED IN BOOK 814 AT PAGE 365; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N42°44'55"W A DISTANCE OF 278.82 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY 93 AS DEDICATED BY PARCEL NO. 1 RECORDED AT RECEPTION NO. 88049628;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N15°29'59"W A DISTANCE OF 376.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT AND THE SOUTHEAST CORNER OF HIGHWAY 93 RIGHT-OF-WAY AS DEDICATED PER WARRANTY DEED (CDOT RW-27 REV) RECORDED AT RECEPTION NO. 2025021289; THENCE ALONG THE SOUTHERLY LINE OF SAID WARRANTY DEED, N78°34'30"E A DISTANCE OF 3.78 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE SLEEPING INDIAN TANK SITE MINOR SUBDIVISION RECORDED AT RECEPTION NO. 2019069483, THENCE THE FOLLOWING THREE (3) CONSECUTIVE COURSES ALONG SAID MINOR SUBDIVISION:

1) N78°34'30"E A DISTANCE OF 259.61 FEET;
2) THENCE N11°30'19"W A DISTANCE OF 332.62 FEET;
3) THENCE S78°35'12"W A DISTANCE OF 218.30 FEET TO A POINT ON THE FUTURE EASTERLY RIGHT-OF- WAY LINE OF CDOT RW-27; THENCE, S78°35'12"W ALONG SAID FUTURE EASTERLY RIGHT-OF-WAY A DISTANCE OF 27.86 FEET TO THE FUTURE EASTERLY RIGHT-OF-WAY LINE OF CDOT RW-21A;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) CONSECUTIVE COURSES:

1) 112.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2561.73 FEET, A CENTRAL ANGLE OF 02°30'27" AND A CHORD WHICH BEARS N01°09'52"W A DISTANCE OF 112.11 FEET;
2) THENCE N00°07'19"W A DISTANCE OF 583.64 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 23.008 ACRES OR 1,002,209 SQUARE FEET MORE OR LESS.

PARCEL 1-5

A PARCEL OF LAND BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2011109073 AND A PORTION OF PARCEL 2 OF THE SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2006102004, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 21, N89°36'20"E A DISTANCE OF 1336.98 FEET TO A POINT ON THE NORTHWEST OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2011109073 AND A POINT ON THE EASTERLY LINE OF THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2024072677 SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID SPECIAL WARRANTY DEED AND CONTINUING ALONG SAID NORTHERLY LINE OF SECTION 21, N89°36'20"E A DISTANCE OF 586.35 FEET TO THE NORTHEAST CORNER OF SAID SPECIAL WARRANTY DEED AND A POINT ON THE WESTERLY LINE OF THE SOUTH BOULDER DIVERSION CHANNEL RECORDED IN BOOK 389 AT PAGE 544; THENCE ALONG THE EASTERLY LINE OF SAID SPECIAL WARRANTY DEED AND THE WESTERLY LINE OF SAID BOULDER DIVERSION CHANNEL THE FOLLOWING FIVE (5) CONSECUTIVE COURSES:

1) S46°15'08"E A DISTANCE OF 29.63 FEET;
2) THENCE 102.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 532.96 FEET, A CENTRAL ANGLE OF 11°00'00", AND A CHORD WHICH BEARS S40°45'08"E A DISTANCE OF 102.16 FEET;
3) THENCE S35°15'08"E A DISTANCE OF 111.88 FEET;
4) THENCE 203.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 247.86 FEET, A CENTRAL ANGLE OF 47°02'13", AND A CHORD WHICH BEARS S11°51'05"E A DISTANCE OF 197.81 FEET;
5) THENCE S11°47'05"W A DISTANCE OF 962.82 FEET TO THE NORTHEAST CORNER OF SAID PARCEL NO. 2 OF THE SPECIAL WARRANTY DEED;

THENCE ALONG THE EASTERLY LINE OF SAID SPECIAL WARRANTY DEED AND CONTINUING ALONG THE WESTERLY LINE OF SAID BOULDER DIVERSION CHANNEL, S11°50'02"W A DISTANCE OF 468.15 FEET TO THE FUTURE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 72;

THENCE ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF CDOT RW-23, N84°05'00"W A DISTANCE OF 499.47 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND THE NORTHEAST CORNER OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY 72, PER CDOT RW-24 DEDICATION;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE, N84°05'00"W A DISTANCE OF 105.45 FEET TO THE NORTHWEST CORNER OF SAID CDOT RW-24 AND A POINT ON THE WESTERLY LIND OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2011109073 AND THE EASTERLY LINE OF THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2024072677;

THENCE ALONG SAID EASTERLY AND WESTERLY LINES, N03°49'19"E A DISTANCE OF 1721.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 28.680 ACRES OR 1,249,309 SQUARE FEET MORE OR LESS.

PARCEL 1-6

A PARCEL OF LAND BEING BLOCK 19 AND A PORTION OF BLOCK 20, CANDELAS FILING NO. 3 FINAL PLAT, RECORDED SEPTEMBER 06, 2013 AT RECEPTION NO. 2013117890, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, S60°43'23"E A DISTANCE OF 2356.42 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 19 AND A POINT ON THE EASTERLY LINE OF THE SOUTH BOULDER DIVERSION CHANNEL RECORDED IN BOOK 389 AT PAGE 544, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 19, THE FOLLOWING FOUR (4) CONSECUTIVE COURSES:

1) N89°28'47"E A DISTANCE OF 709.46 FEET;
2) THENCE N38°01'27"E A DISTANCE OF 511.55 FEET;
3) THENCE N10°25'03"W A DISTANCE OF 283.25 FEET;
4) THENCE N31°19'14"E A DISTANCE OF 291.76 FEET TO THE NORTHERLY MOST CORNER OF SAID BLOCK 19;

THENCE ALONG THE EASTERLY LINE OF SAID BLOCK 19 AND BLOCK 20, S20°17'41"E A DISTANCE OF 1886.55 FEET TO THE FUTURE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 72;

THENCE ALONG SAID NORTHERLY RIGHT-OF-LINE OF CDOT RW-25 THE FOLLOWING THREE (3) CONSECUTIVE COURSES:

1) N83°48'57"W A DISTANCE OF 278.47 FEET;
2) THENCE N83°33'44"W A DISTANCE OF 304.26 FEET;
3) THENCE N84°02'41"W A DISTANCE OF 1156.24 FEET TO THE NORTHWEST CORNER OF SAID CDOT RW-25 AND A POINT ON THE WESTERLY LINE OF SAID BLOCK 20;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID BLOCK 20 THE FOLLOWING FOUR (4) CONSECUTIVE COURSES:

1) N05°52'58"E A DISTANCE OF 55.39 FEET;
2) THENCE N84°07'48"W A DISTANCE OF 114.24 FEET;
3) THENCE N61°25'17"W A DISTANCE OF 40.69 FEET;
4) THENCE N29°35'33"W A DISTANCE OF 35.56 FEET TO A POINT ON SAID EASTERLY LINE SOUTH BOULDER DIVERSION CHANNEL;

THENCE ALONG THE WESTERLY LINES OF SAID BLOCK 19 AND BLOCK 20 AND THE EASTERLY LINE OF SAID SOUTH BOULDER DIVERSION CHANNEL, N11°49'09"E A DISTANCE OF 542.45 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 35.330 ACRES OR 1,538,983 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE NORTHWEST OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO ASSUMED TO BEAR N89°36'20"E AND BEING MONUMENTED BY A FOUND 2"X2" BRASS CAP STAMPED "G. COORS 1927" IN 2' HIGH CONCRETE BLOCK WITH ORIGINAL STONE IN TOP AT THE NORTHWEST CORNER AND A FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP PLS #16406 A 250' WITNESS CORNER AT THE NORTH QUARTER CORNER.

ASSESSOR'S PARCEL

A PARCEL OF LAND BEING ASSESSOR'S PARCEL NO. 20-212-00-012, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 21; THENCE N65°47'18"E A DISTANCE OF 2095.47 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 72 RECORDED IN BOOK 421 AT PAGE 86 AND THE EASTERLY LINE OF THE CITY AND COUNTY OF DENVER CHANNEL PARCEL RECORDED IN BOOK 389 AT PAGE 544, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY LINE, N11°50'02"E A DISTANCE OF 116.01 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 20, CANDELAS FILING NO. 3 RECORDED AT RECEPTION NO. 2013117890;

THENCE ALONG SAID SOUTHERLY LINE OF BLOCK 20 THE FOLLOWING FOUR (4) CONSECUTIVE COURSES:

1) S29°35'33"E A DISTANCE OF 35.56 FEET;
2) THENCE S61°25'17"E A DISTANCE OF 40.69 FEET;
3) THENCE S84°07'48"E A DISTANCE OF 114.24 FEET;
4) THENCE S05°52'58"W A DISTANCE OF 70.80 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 72;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 72, N84°06'06"W A DISTANCE OF 184.45 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.317 ACRES OR 13,812 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO ASSUMED TO BEAR N00°12'09"W AND BEING MONUMENTED BY A FOUND 1.9' X 0.8' CONCRETE BLOCK 1.8' OUT OF GROUND; BROWN ROCK 0.9' OUT OF CONCRETE, ¼ CHISELED ON WEST FACE, A BRASS PLATE 2"X2" SET IN TOP OF CONCRETE AT THE WEST QUARTER CORNER AND A FOUND 1.9 X 0.8' CONCRETE BLOCK 1.5' OUT OF GROUND, 0.6'X0.6' GREY ROCK 0.6' OUT OF TOP OF CONCRETE WITH BRASS PLATE 2"X2" SET IN TOP OF CONCRETE AT THE NORTHWEST CORNER.

CHECKED BY: DB/EM
DRAWN BY: DB

NORRIS DESIGN
PEOPLE + PLACEMAKING
1101 BANNOCK STREET
DENVER, CO 80204
P 303.892.1166
NORRIS-DESIGN.COM

CANDELAS FILING NO. 3
PARCELS 1-2, 1-5, 1-6
ARVADA, COLORADO

OWNER:
CIMARRON HOLDING COMPANY, LLC
20009 HIGHWAY 72
ARVADA, CO 80007

NOT FOR CONSTRUCTION

DATE:
06/27/25 SUBMITTAL 01
08/01/25 SUBMITTAL 02
09/12/25 SUBMITTAL 03
10/24/25 SUBMITTAL 04
01/06/26 SUBMITTAL 05

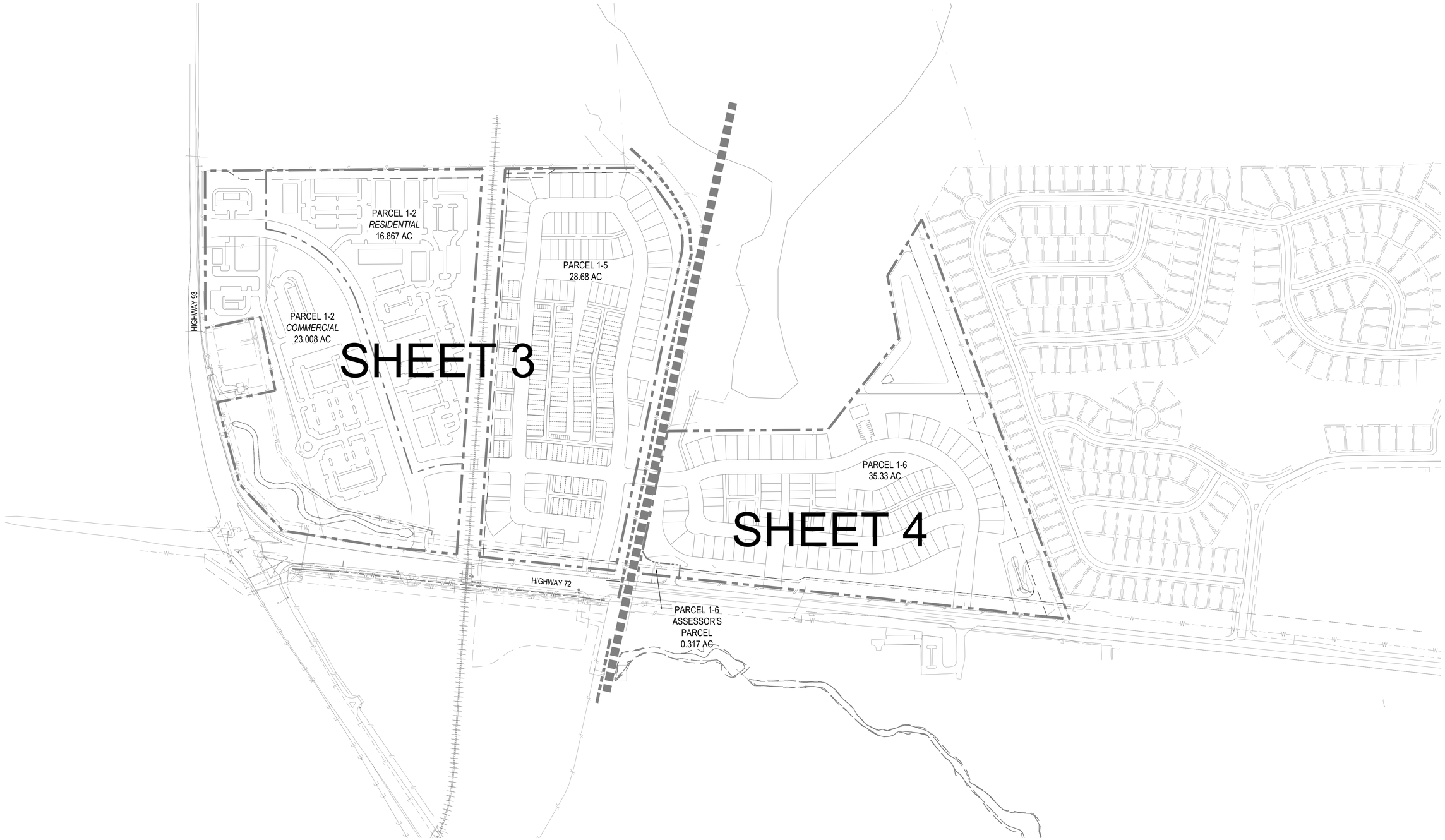
SHEET TITLE:
LEGAL DESCRIPTION

2

CANDELAS - PARCELS 1-2, 1-5, & 1-6

RE-ZONING CONCEPT PLAN

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO



NOTE: THIS PLAN IS CONCEPTUAL AND SUBJECT TO CHANGE AT TIME OF SITE PLAN.

NORTH

0 100 200 400
SCALE 1" = 200'

CHECKED BY: DB/EM
DRAWN BY: DB

NORRIS DESIGN
PEOPLE + PLACEMAKING
1101 BANNOCK STREET
DENVER, CO 80204
P 303.892.1166
NORRIS-DESIGN.COM

CANDELAS FILING NO. 3
PARCELS 1-2, 1-5, 1-6
ARVADA, COLORADO

OWNER:
CIMARRON HOLDING COMPANY, LLC
20009 HIGHWAY 72
ARVADA, CO 80007

NOT FOR CONSTRUCTION

DATE:
06/27/25 SUBMITTAL 01
08/01/25 SUBMITTAL 02
09/12/25 SUBMITTAL 03
10/24/25 SUBMITTAL 04
01/06/26 SUBMITTAL 05

SHEET TITLE:
OVERALL PLAN

3
SHEET 3 OF 5

CANDELAS - PARCELS 1-2, 1-5, & 1-6

RE-ZONING CONCEPT PLAN

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

LEGEND

- PROPERTY LINE
- LOT LINE
- EASEMENT
- MATCHLINE
- PROPOSED BUILDING
- EXISTING ELECTRIC
- EXISTING WATER
- EXISTING BARB WIRE FENCE
- EXISTING RAILROAD

NOTE: THIS PLAN IS CONCEPTUAL AND SUBJECT TO CHANGE AT TIME OF SITE PLAN.

NORTH

0 50 100 200
SCALE 1" = 100'

CHECKED BY: DB/EM
DRAWN BY: DB

NORRIS DESIGN
PEOPLE + PLACEMAKING
1101 BANNOCK STREET
DENVER, CO 80204
P 303.892.1166
NORRIS-DESIGN.COM

CANDELAS FILING NO. 3
PARCELS 1-2, 1-5, 1-6
ARVADA, COLORADO

OWNER:
CIMARRON HOLDING COMPANY, LLC
20009 HIGHWAY 72
ARVADA, CO 80007

NOT FOR CONSTRUCTION

DATE:
06/27/25 SUBMITTAL 01
08/01/25 SUBMITTAL 02
09/12/25 SUBMITTAL 03
10/24/25 SUBMITTAL 04
01/06/26 SUBMITTAL 05

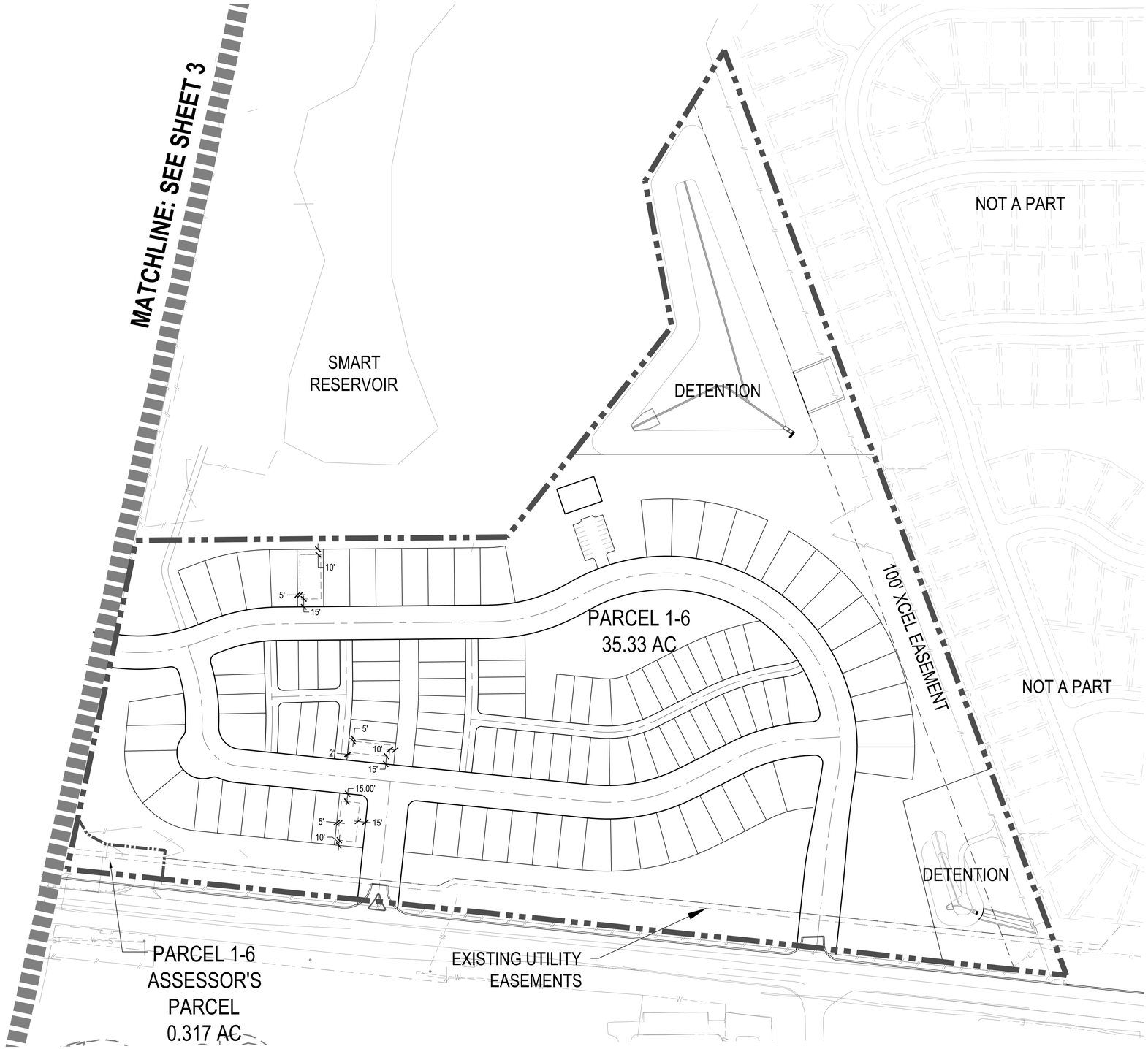
SHEET TITLE:
CONCEPTUAL SITE PLAN

4

CANDELAS - PARCELS 1-2, 1-5, & 1-6

RE-ZONING CONCEPT PLAN

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO



LEGEND

- PROPERTY LINE
- LOT LINE
- EASEMENT
- MATCHLINE
- PROPOSED BUILDING
- EXISTING ELECTRIC
- EXISTING WATER
- EXISTING BARB WIRE FENCE
- EXISTING RAILROAD

NOTE: THIS PLAN IS CONCEPTUAL AND SUBJECT TO CHANGE AT TIME OF SITE PLAN.

NORTH

0 50 100 200
SCALE 1" = 100'

CHECKED BY: DB/EM
DRAWN BY: DB

NORRIS DESIGN
PEOPLE + PLACEMAKING
1101 BANNOCK STREET
DENVER, CO 80204
P 303.892.1166
NORRIS-DESIGN.COM

CANDELAS FILING NO. 3
PARCELS 1-2, 1-5, 1-6
ARVADA, COLORADO

OWNER:
CIMARRON HOLDING COMPANY, LLC
20009 HIGHWAY 72
ARVADA, CO 80007

NOT FOR CONSTRUCTION

DATE:
06/27/25 SUBMITTAL 01
08/01/25 SUBMITTAL 02
09/12/25 SUBMITTAL 03
10/24/25 SUBMITTAL 04
01/06/26 SUBMITTAL 05

SHEET TITLE:
CONCEPTUAL SITE PLAN

5

CITY OF ARVADA

REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM 10.A.1.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: CB26-012, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Parcel 1-2, from City of Arvada PUD (Planned Unit Development) to City of Arvada R-24 (Residential 24) and Arvada CG (Commercial General), and Amending the Official Zoning Maps of the City of Arvada, Colorado (Ordinance No. 4928) (Presenter: Rob Smetana, Planning Manager) **(TO BE CONTINUED TO JULY 7, 2026)**

Report in Brief

Presenter: Rob Smetana, Planning Manager

The applicant is requesting approval to rezone a portion of Parcel 1-2 to R-24 to allow for multi-family residential development and a Comprehensive Plan Amendment to High Density Residential (HDR). The remaining portions of Parcel 1-2 are requested to be rezoned to General Commercial (CG). Parcel 1-5 is requested to be rezoned to R-13, and Parcel 1-6 to R-6, with Comprehensive Plan Amendment to Medium Density Residential (MDR) and Suburban Residential (SUBR), respectively on a vacant site for the future development.

The Arvada Team recommends that the City Council approve CB26-012, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Parcel 1-2, from City of Arvada PUD (Planned Unit Development) to City of Arvada R-24 (Residential 24) and Arvada CG (Commercial General), and Amending the Official Zoning Maps of the City of Arvada, Colorado.

Financial Impact

There is no fiscal impact to the city.

Background

The site is located at the northeast corner of the intersection of Highway 72 and Highway 93 and stretches to the east, abutting the westernmost development of Candelas. The site is currently vacant and undeveloped. The property is zoned Planned Unit Development (PUD-BP) under the Candelas Outline Development Plan Amendment 6 and has a Neighborhood/Community Commercial Land Use designation which allows for business and professional development uses. Under the current zoning, all three parcels have a maximum building height of 85 feet, a maximum Floor Area Ratio (FAR) of 3.00 (a ratio of three to one), and a minimum Floor Area Ratio of .25 to 1. The rezoning concept plan proposes commercial zoning and uses at the northeast corner of Highway 72 and Highway 93, a transition to higher density multi-family residential zoning (R-24) as one moves east, medium density residential zoning (R-13) south of Rocky Flats Lake, and then the lowest proposed residential density zoning (R-6) for the development and Suburban Residential designation immediately abutting the existing Candelas neighborhood. The applicant has stated that the multi-family residential portion of Parcel 1-2 is intended for workforce housing for those earning between 80% and 120% of the Area Median Income (AMI) with 20% of the units being reserved for residents at 80% AMI. The City does not covenant or restrict units, so this would be at the behest of the applicant. Additionally, Parcels 1-5 and 1-6 are stated to be age-targeted developments for ages 55 plus. The homes in P1-5 and P1-6 are intended to feature smaller footprints, reduced maintenance requirements, and accessible designs. P1-5 would feature a combination of townhomes and single-family detached housing types, while P-1-6 would feature only single-family detached housing types. The City is

moving toward standard zoning districts and because the project could be developed under a standard LDC zone district, Comprehensive Plan Amendments and concurrent rezonings are appropriate.

Discussion

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	The rezoning to R-24, R-13, and R-6 is consistent with the Comprehensive Plan, if amended to the High, Medium, and Suburban Residential Density designations. The site's current PUD-BP zoning allows a mix of commercial uses, but has not developed as envisioned. Rezoning to CG, R-24, R-13, and R-6 supports the City's vision for a vibrant, walkable community and transitional high, medium, and lower density housing between the single-family detached housing to the east and the future commercial to the west.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The intended use for a variety of housing types at varying densities will be consistent with the underlying proposed zones of R-24, R-13, and R-6.
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	Additional infrastructure necessary to service the site will be constructed after approval of the Site Plan and Minor Subdivision. Water and sanitary sewer service are provided by the City of Arvada. No additional entitlements shall be submitted or approved until there is capacity to service the site. Public Service Company (XCEL) has no objection to the proposed Comprehensive Plan Amendment or Rezone.
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 intended land use will not result in significant adverse impacts.
5. The rezoning is consistent with the character of existing or planned development on adjacent	Complies	The rezoning is consistent and will encourage the policies and intent of

properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.		the Comprehensive Plan to allow for transitions between adjoining land uses. The High, Medium, and Low-Density Residential housing types will allow a transitional buffer between the single-family to the east and the higher intensity commercial uses at the intersection of SH-93 and SH-72.

Public Contact

On June 11, 2025, a neighborhood meeting was held from 6:00 p.m. to 7:00 p.m. at the Candelas Swim and Fitness Club (19865 W. 94th Ave.). Prior to the meeting, property owners within 1,500 feet of the project site, 323 in total, were notified via a mailing postmarked May 23, 2025, consistent with the LDC requirements. Approximately 47 people were in attendance, including some residents who are members of abutting Metro Districts as well as members of the Chamber of Commerce. The applicant team included representatives from Norris Design, Martin/Martin, Kimley-Horn, Cimarron Commercial, LLC, and the Jefferson Center Metro District. Senior Planner Julia Duncan attended on behalf of the City of Arvada. During the meeting, the development team delivered a brief presentation on the project. Residents expressed concerns primarily over existing roadway maintenance on Highway 72 and Highway 93, roadway expansion and widening, traffic, density, lack of commercial development, the constant state of continued construction, increased mill levies due to the project, and loss of open space. After the applicant team presented and engaged in a lengthy Q&A, some attendees expressed support and/or non-opposition to the proposal. Attendees were generally supportive of age targeted homes, especially if they are ranch and low profile, due to the lack of this housing type in the City. “Right-sizing” and “down-sizing” to smaller homes for seniors seemed to be supported by the attendees. A desire to be involved in the Site Plan process was expressed as well as increased buffering and parks along the western edge. A quickening of roadway widening and infrastructure improvements, as well as continued maintenance, were primary concerns. The applicant prepared a summary of the meeting, which is attached.

Written notice was sent 15 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

Commission Recommendation

On February 4, 2026, the Planning Commission voted 6 to 0 with 1 absent to recommend approval to the City Council.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system. The project aligns with CED5 in the Strategic Plan by providing robust and efficient services that facilitate the development of diverse housing stock. The project fulfills CED3 and supports the community’s vision by cultivating an environment that attracts and retains private-sector investment, a talented workforce, and an engaged business community. The project increases housing supply on a currently vacant site within an existing community, providing both residential and commercial uses.

Alternative Courses of Action

N/A

Recommendation for Action

SUBJECT: CB26-012, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Parcel 1-2, from City of Arvada PUD (Planned Unit Development) to City of Arvada R-24 (Residential 24) and Arvada CG (Commercial General), and Amending the Official Zoning Maps of the City of Arvada, Colorado (Ordinance No. 4928) (Presenter: Rob Smetana, Planning Manager) **(TO BE CONTINUED TO JULY 7, 2026)**	**PAGE:** 4 **ITEM:** 10.A.1.

The Arvada team recommends that the City Council Continue CB26-012, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Parcel 1-2, from City of Arvada PUD (Planned Unit Development) to City of Arvada R-24 (Residential 24) and Arvada CG (Commercial General), and Amending the Official Zoning Maps of the City of Arvada, Colorado to July 7, 2026.

Suggested Motion:

I move that CB26-012, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Parcel 1-2, from City of Arvada PUD (Planned Unit Development) to City of Arvada R-24 (Residential 24) and Arvada CG (Commercial General), and Amending the Official Zoning Maps of the City of Arvada, Colorado, be continued to July 7, 2026 at 6:15 p.m.)

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Julia Duncan, Senior Planner	04/22/2026
Josie Suk, Development Systems and Administrative Manager	04/23/2026
Rob Smetana, Planning Manager	04/23/2026
Jessica Garner, Director of Community and Economic Development	04/24/2026
Gail Walker, Legal Specialist-Contracts	04/24/2026
Kelsy Sargent, Assistant City Attorney	04/27/2026
Rachel Morris, City Attorney	05/05/2026
Allison Scheck, Deputy City Manager	05/05/2026
Don Wick, City Manager	05/06/2026

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 26-12
ORDINANCE NO. 4928

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, CANDELAS PARCEL 1-2, FROM CITY OF ARVADA PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF ARVADA R-24 (RESIDENTIAL 24) AND ARVADA CG (COMMERCIAL GENERAL), AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO

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

Section 1. The following described property is hereby rezoned from City of Arvada PUD (Planned Unit Development) to City of Arvada GC (General Commercial).

A 23.008 ACRE PARCEL OF LAND BEING A PORTION OF LOT 1 AND LOT 2, SLEEPING INDIAN TANK SITE MINOR SUBDIVISION PLAT RECORDED AUGUST 08, 2019 AT RECEPTION NO. 2019069483, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED IN **EXHIBIT A.**

Section 2. The following described property is hereby rezoned from City of Arvada PUD (Planned Unit Development) to City of Arvada R-24 (Residential 24).

A 16.867 ACRE PARCEL OF LAND BEING A PORTION OF LOT 1 AND LOT 2, SLEEPING INDIAN TANK SITE MINOR SUBDIVISION PLAT RECORDED AUGUST 08, 2019 AT RECEPTION NO. 2019069483, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBEDMORE PARTICULARLY DESCRIBED IN **EXHIBIT B.**

Section 3. The Official Zoning Maps of the City of Arvada are hereby amended in accordance herewith.

Section 4. This ordinance shall be effective fifteen days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 24th day of March, 2026.

PASSED, ADOPTED, AND APPROVED this 19th day of May, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

Publication Dates: March 26, 2026
May 21, 2026

Exhibit A

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, CANDELAS PARCEL 1-2, FROM CITY OF ARVADA PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF ARVADA R-24 (RESIDENTIAL 24) AND ARVADA CG (COMMERCIAL GENERAL), AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO

PARCEL 1 – 2
LOT 1 BLOCK 1

LAND DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 1 AND LOT 2, SLEEPING INDIAN TANK SITE MINOR SUBDIVISION PLAT RECORDED AUGUST 08, 2019 AT RECEPTION NO. 2019069483, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 21, N89°36’20”E A DISTANCE OF 8.64 FEET TO A POINT ON THE FUTURE EASTERLY RIGHT-WAY LINE OF STATE HIGHWAY 93, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 21, N89°36’20”E A DISTANCE OF 269.51 FEET TO A POINT ON SAID NORTHERLY SECTION LINE;
THENCE, S00°00’00”E A DISTANCE OF 259.86 FEET; THENCE, 567.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 63°43’22” AND A CHORD WHICH BEARS S49°41’38”E A DISTANCE OF 538.42 FEET; THENCE, S17°49’57”E A DISTANCE OF 770.04 FEET; THENCE, N72°10’03”E A DISTANCE OF 59.65 FEET; THENCE, 170.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 19°10’34” AND A CHORD WHICH BEARS N81°45’20”E A DISTANCE OF 169.90 FEET TO A POINT ON THE WESTERLY LINE OF THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2024072677; THENCE, S03°49’19”W A DISTANCE OF 401.63 FEET ALONG SAID WESTERLY QUIT CLAIM LINE TO A POINT ON THE FUTURE NORTHERLY LINE OF STATE HIGHWAY 72;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N83°50’34”W A DISTANCE OF 205.76 FEET; THENCE N84°05’40”W A DISTANCE OF 125.58 FEET TO A POINT ON THE NORTHERLY LINE OF SAID HIGHWAY 72 AS DEDICATED BY PARCEL NO. 1A RECORDED AT RECEPTION NO. 88049628;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N81°00’39”W A DISTANCE OF 447.25 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY 93 AS RECORDED IN BOOK 814 AT PAGE 365;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N42°44’55”W A DISTANCE OF 278.82 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY 93 AS DEDICATED BY PARCEL NO. 1 RECORDED AT RECEPTION NO. 88049628;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N15°29’59”W A DISTANCE OF 376.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT AND THE SOUTHEAST CORNER OF HIGHWAY 93 RIGHT-OF-WAY AS DEDICATED PER WARRANTY DEED (CDOT RW-27 REV) RECORDED AT RECEPTION NO. 2025021289;
THENCE ALONG THE SOUTHERLY LINE OF SAID WARRANTY DEED, N78°34’30”E A DISTANCE OF 3.78 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE SLEEPING INDIAN TANK SITE MINOR SUBDIVISION RECORDED AT RECEPTION NO. 2019069483, THENCE THE FOLLOWING THREE (3) CONSECUTIVE COURSES ALONG SAID MINOR SUBDIVISION:
1) N78°34’30”E A DISTANCE OF 259.61 FEET;
2) THENCE N11°30’19”W A DISTANCE OF 332.62 FEET;
3) THENCE S78°35’12”W A DISTANCE OF 218.30 FEET TO A POINT ON THE FUTURE EASTERLY RIGHT-OF-WAY LINE OF CDOT RW-27; THENCE, S78°35’12”W ALONG SAID FUTURE EASTERLY RIGHT-OF-WAY A DISTANCE OF 27.86 FEET TO THE FUTURE EASTERLY RIGHT-OF-WAY LINE OF CDOT RW-21A;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) CONSECUTIVE COURSES:
1) 112.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2561.73 FEET, A CENTRAL ANGLE OF 02°30’27” AND A CHORD WHICH BEARS N01°09’52”W A DISTANCE OF 112.11 FEET;
2) THENCE N00°07’19”W A DISTANCE OF 583.64 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 23.008 ACRES OR 1,002,209 SQUARE FEET MORE OR LESS. ALL

LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

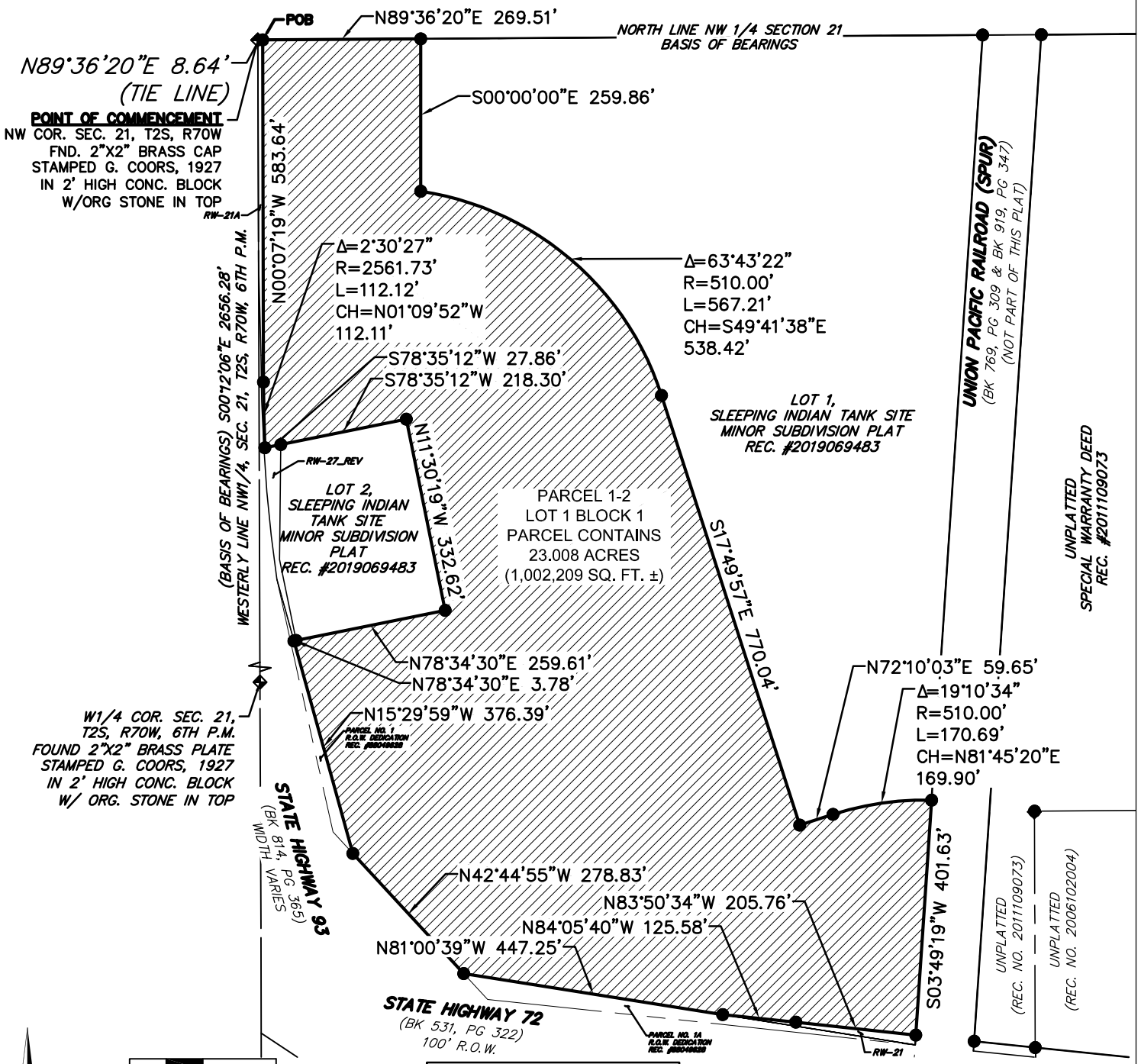
BASIS OF BEARINGS

BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE NORTHWEST OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO ASSUMED TO BEAR N89°36'20"E AND BEING MONUMENTED BY A FOUND 2"X2" BRASS CAP STAMPED "G. COORS 1927" IN 2' HIGH CONCRETE BLOCK WITH ORIGINAL STONE IN TOP AT THE NORTHWEST CORNER AND A FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP PLS #16406 A 250' WITNESS CORNER AT THE NORTH QUARTER CORNER.

PREPARED BY SCOTT A. AREHART, PLS
UPDATED BY JOSEPH B. CLAMP, PE FOR
AND ON BEHALF OF MARTIN/MARTIN,
INC.
12499 WEST COLFAX AVENUE,
LAKEWOOD, CO 80125
FEBRUARY 09, 2026
PROJECT NO. 25.0751

ILLUSTRATION FOR

EXHIBIT A



P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

FEBRUARY 10, 2026

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY TO DEPICT THE ATTACHED DESCRIPTION.

MARTIN/MARTIN
CONSULTING ENGINEERS

12499 West Colfax Avenue Lakewood, Colorado 80215
survey@martinmartin.com | 303.431.6100 | martinmartin.com

DRAWING LOCATION: G:\LOVATO\21.1528-Candelas P1, P3, P5 Infrastructure\SURVEY\Exhibits\Rezoning Subdivision\Parcel 1-2 Subdivision - Exhibit A.dwg

Exhibit B

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, CANDELAS PARCEL 1-2, FROM CITY OF ARVADA PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF ARVADA R-24 (RESIDENTIAL 24) AND ARVADA CG (COMMERCIAL GENERAL), AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO

PARCEL 1 – 2
LOT 2 BLOCK 1

LAND DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 1 AND LOT 2, SLEEPING INDIAN TANK SITE MINOR SUBDIVISION PLAT RECORDED AUGUST 08, 2019 AT RECEPTION NO. 2019069483, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 21, N89°36'20"E A DISTANCE OF 278.16 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 21, N89°36'20"E A DISTANCE OF 958.55 FEET TO A POINT ON THE NORTHEAST CORNER OF SAID LOT 1 AND A POINT ON THE WESTERLY LINE OF THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2024072677; THENCE ALONG THE EASTERLY LINE OF SAID LOT 1 AND SAID WESTERLY LINE OF THE QUITCLAIM DEED, S03°49'19"W A DISTANCE OF 1308.08 FEET TO A POINT; THENCE, 170.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 19°10'34" AND A CHORD WHICH BEARS S81°45'20"W A DISTANCE OF 169.90 FEET; THENCE, S72°10'03"W A DISTANCE OF 59.65 FEET; THENCE, N17°49'57"W A DISTANCE OF 770.04 FEET; THENCE, 567.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 63°43'22" AND A CHORD WHICH BEARS N49°41'38"W A DISTANCE OF 538.42 FEET; THENCE, N00°00'00"E A DISTANCE OF 259.86 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 16.867 ACRES OR 734,725 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE NORTHWEST OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO ASSUMED TO BEAR N89°36'20"E AND BEING MONUMENTED BY A FOUND 2"X2" BRASS CAP STAMPED "G. COORS 1927" IN 2' HIGH CONCRETE BLOCK WITH ORIGINAL STONE IN TOP AT THE NORTHWEST CORNER AND A FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP PLS #16406 A 250' WITNESS CORNER AT THE NORTH QUARTER CORNER.

PREPARED BY SCOTT A. AREHART, PLS
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FEBRUARY 09, 2026
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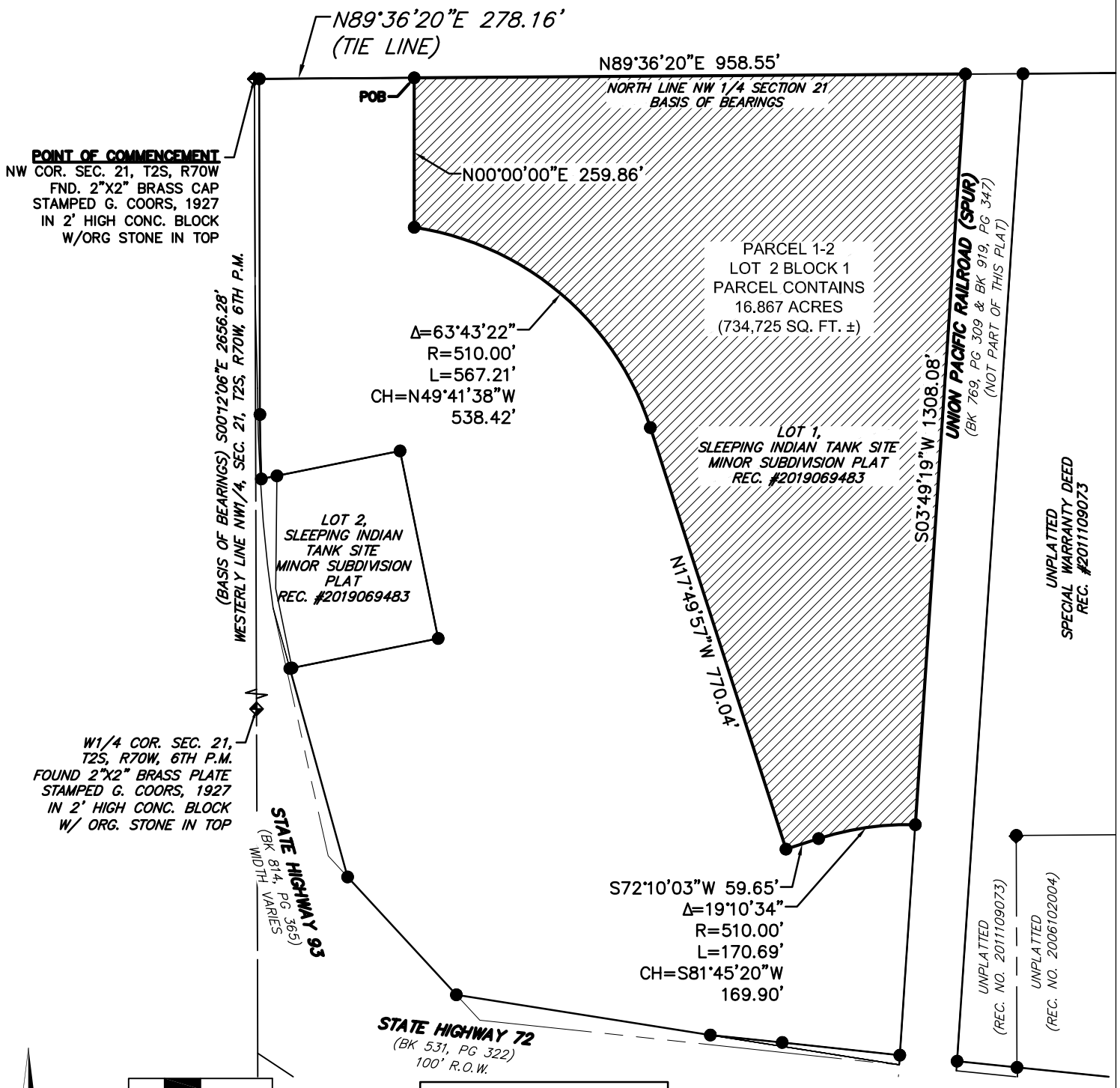
ILLUSTRATION FOR

EXHIBIT B



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FEBRUARY 10, 2026

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DRAWING LOCATION: G:\LOVATO\21.1528-Candelas P1, P3, P5 Infrastructure\SURVEY\Exhibits\Rezoning Subdivision\Parcel 1-2 Subdivision - Exhibit B.dwg

CITY OF ARVADA

REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM 10.A.2.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: CB26-013, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Parcel 1-5, from City of Arvada PUD (Planned Unit Development) to City of Arvada R-13 (Residential 13), and Amending the Official Zoning Maps of the City of Arvada, Colorado, a 26.68 Acre Parcel of Land Located at the Northeast Corner of the Intersection of Highway 72 and Highway 93 (Ordinance No. 4929) (Presenter: Rob Smetana, Planning Manager) **(TO BE CONTINUED TO JULY 7, 2026)**

Report in Brief

Presenter: Rob Smetana, Planning Manager

The applicant is requesting approval to rezone a portion of Parcel 1-2 to R-24 to allow for multi-family residential development and a Comprehensive Plan Amendment to High Density Residential (HDR). The remaining portions of Parcel 1-2 are requested to be rezoned to General Commercial (CG). Parcel 1-5 is requested to be rezoned to R-13, and Parcel 1-6 to R-6, with Comprehensive Plan Amendment to Medium Density Residential (MDR) and Suburban Residential (SUBR), respectively on a vacant site for the future development.

The Arvada Team recommends that the City Council approve An Ordinance Rezoning Certain Land within the City of Arvada, Candelas Parcel 1-5, from City of Arvada PUD (Planned Unit Development) to City of Arvada R-13 (Residential 13), and Amending the Official Zoning Maps of the City of Arvada, Colorado, a 26.68 Acre Parcel of Land Located at the Northeast Corner of the Intersection of Highway 72 and Highway 93.

Financial Impact

There is no Financial Impact to the City.

Background

The site is located at the northeast corner of the intersection of Highway 72 and Highway 93 and stretches to the east, abutting the westernmost development of Candelas. The site is currently vacant and undeveloped. The property is zoned Planned Unit Development (PUD-BP) under the Candelas Outline Development Plan Amendment 6 and has a Neighborhood/Community Commercial Land Use designation which allows for business and professional development uses. Under the current zoning, all three parcels have a maximum building height of 85 feet, a maximum Floor Area Ratio (FAR) of 3.00 (a ratio of three to one), and a minimum Floor Area Ratio of .25 to 1. The rezoning concept plan proposes commercial zoning and uses at the northeast corner of Highway 72 and Highway 93, a transition to higher density multi-family residential zoning (R-24) as one moves east, medium density residential zoning (R-13) south of Rocky Flats Lake, and then the lowest proposed residential density zoning (R-6) for the development and Suburban Residential designation immediately abutting the existing Candelas neighborhood. The applicant has stated that the multi-family residential portion of Parcel 1-2 is intended for workforce housing for those earning between 80% and 120% of the Area Median Income (AMI) with 20% of the units being reserved for residents at 80% AMI. The City does not covenant or restrict units, so this would be at the behest of the applicant. Additionally, Parcels 1-5 and 1-6 are stated to be age-targeted developments for ages 55 plus. The homes in P1-5 and P1-6 are intended to feature smaller footprints, reduced maintenance requirements, and accessible designs. P1-5 would feature a combination of townhomes and single-family detached housing types, while P-1-6 would feature only single-family detached housing types. The City is

moving toward standard zoning districts and because the project could be developed under a standard LDC zone district, Comprehensive Plan Amendments and concurrent rezonings are appropriate.

Discussion

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	The rezoning to R-24, R-13, and R-6 is consistent with the Comprehensive Plan, if amended to the High, Medium, and Suburban Residential Density designations. The site's current PUD-BP zoning allows a mix of commercial uses, but has not developed as envisioned. Rezoning to CG, R-24, R-13, and R-6 supports the City's vision for a vibrant, walkable community and transitional high, medium, and lower density housing between the single-family detached housing to the east and the future commercial to the west.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The intended use for a variety of housing types at varying densities will be consistent with the underlying proposed zones of R-24, R-13, and R-6.
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	Additional infrastructure necessary to service the site will be constructed after approval of the Site Plan and Minor Subdivision. Water and sanitary sewer service are provided by the City of Arvada. No additional entitlements shall be submitted or approved until there is capacity to service the site. Public Service Company (XCEL) has no objection to the proposed Comprehensive Plan Amendment or Rezone.
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 intended land use will not result in significant adverse impacts.

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 rezoning is consistent and will encourage the policies and intent of the Comprehensive Plan to allow for transitions between adjoining land uses. The High, Medium, and Low-Density Residential housing types will allow a transitional buffer between the single-family to the east and the higher intensity commercial uses at the intersection of SH-93 and SH-72.

Public Contact

On June 11, 2025, a neighborhood meeting was held from 6:00 p.m. to 7:00 p.m. at the Candelas Swim and Fitness Club (19865 W. 94th Ave.). Prior to the meeting, property owners within 1,500 feet of the project site, 323 in total, were notified via a mailing postmarked May 23, 2025, consistent with the LDC requirements. Approximately 47 people were in attendance, including some residents who are members of abutting Metro Districts as well as members of the Chamber of Commerce. The applicant team included representatives from Norris Design, Martin/Martin, Kimley-Horn, Cimarron Commercial, LLC, and the Jefferson Center Metro District. Senior Planner Julia Duncan attended on behalf of the City of Arvada. During the meeting, the development team delivered a brief presentation on the project. Residents expressed concerns primarily over existing roadway maintenance on Highway 72 and Highway 93, roadway expansion and widening, traffic, density, lack of commercial development, the constant state of continued construction, increased mill levies due to the project, and loss of open space. After the applicant team presented and engaged in a lengthy Q&A, some attendees expressed support and/or non-opposition to the proposal. Attendees were generally supportive of age targeted homes, especially if they are ranch and low profile, due to the lack of this housing type in the City. “Right-sizing” and “down-sizing” to smaller homes for seniors seemed to be supported by the attendees. A desire to be involved in the Site Plan process was expressed as well as increased buffering and parks along the western edge. A quickening of roadway widening and infrastructure improvements, as well as continued maintenance, were primary concerns. The applicant prepared a summary of the meeting, which is attached.
Written notice was sent 15 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

Commission Recommendation

On February 4, 2026, the Planning Commission voted 6 to 0 with 1 absent to recommend approval to the City Council.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system. The project aligns with CED5 in the Strategic Plan by providing robust and efficient services that facilitate the development of diverse housing stock. The project fulfills CED3 and supports the community’s vision by cultivating an environment that attracts and retains private-sector investment, a talented workforce, and an engaged business community. The project increases housing supply on a currently vacant site within an existing community, providing both residential and commercial uses.

Alternative Courses of Action

N/A

SUBJECT: CB26-013, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Parcel 1-5, from City of Arvada PUD (Planned Unit Development) to City of Arvada R-13 (Residential 13), and Amending the Official Zoning Maps of the City of Arvada, Colorado, a 26.68 Acre Parcel of Land Located at the Northeast Corner of the Intersection of Highway 72 and Highway 93 (Ordinance No. 4929) (Presenter: Rob Smetana, Planning Manager) **(TO BE CONTINUED TO JULY 7, 2026)**	**PAGE:** 4 **ITEM:** 10.A.2.

Recommendation for Action

The Arvada team recommends that the City Council continue Candelas Parcels 1-2, 1-5, and 1-6 Rezoning to July 7, 2026.

Suggested Motion:

I move that CB26-013, An Ordinance Rezoning Certain Land within the City of Arvada, Candelas Parcel 1-5, from City of Arvada PUD (Planned Unit Development) to City of Arvada R-13 (Residential 13), and Amending the Official Zoning Maps of the City of Arvada, Colorado, a 26.68 Acre Parcel of Land Located at the Northeast Corner of the Intersection of Highway 72 and Highway 93, be continued to July 7, 2026 at 6:15 p.m.)

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Julia Duncan, Senior Planner	04/22/2026
Josie Suk, Development Systems and Administrative Manager	04/23/2026
Rob Smetana, Planning Manager	04/23/2026
Jessica Garner, Director of Community and Economic Development	04/24/2026
Gail Walker, Legal Specialist-Contracts	04/24/2026
Kelsy Sargent, Assistant City Attorney	04/27/2026
Rachel Morris, City Attorney	05/05/2026
Allison Scheck, Deputy City Manager	05/05/2026
Don Wick, City Manager	05/06/2026

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 26-13
ORDINANCE NO. 4929

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, CANDELAS PARCEL 1-5, FROM CITY OF ARVADA PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF ARVADA R-13 (RESIDENTIAL 13), AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, A 26.68 ACRE PARCEL OF LAND LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF HIGHWAY 72 AND HIGHWAY 93

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

Section 1. The following described property is hereby rezoned from City of Arvada PUD (Planned Unit Development) to City of Arvada R-13 (Residential 13):

A 26.68 ACRE PARCEL OF LAND BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2011109073 AND A PORTION OF PARCEL 2 OF THE SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2006102004, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED **EXHIBIT A**.

Section 2. The Official Zoning Maps of the City of Arvada are hereby amended in accordance herewith.

Section 3. This ordinance shall be effective fifteen days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 24th day of March, 2026.

PASSED, ADOPTED, AND APPROVED this 19th day of May, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

Publication Dates: March 26, 2026
May 21, 2026

Exhibit A

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, CANDELAS PARCEL 1-5, FROM CITY OF ARVADA PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF ARVADA R-13 (RESIDENTIAL 13), AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, A 26.68 ACRE PARCEL OF LAND LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF HIGHWAY 72 AND HIGHWAY 93

PARCEL 1 - 5

LAND DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2011109073 AND A PORTION OF PARCEL 2 OF THE SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2006102004, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 21, N89°36'20"E A DISTANCE OF 1336.98 FEET TO A POINT ON THE NORTHWEST OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2011109073 AND A POINT ON THE EASTERLY LINE OF THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2024072677 SAID POINT BEING THE POINT OF BEGINNING;
THENCE ALONG THE NORTHERLY LINE OF SAID SPECIAL WARRANTY DEED AND CONTINUING ALONG SAID NORTHERLY LINE OF SECTION 21, N89°36'20"E A DISTANCE OF 586.35 FEET TO THE NORTHEAST CORNER OF SAID SPECIAL WARRANTY DEED AND A POINT ON THE WESTERLY LINE OF THE SOUTH BOULDER DIVERSION CHANNEL RECORDED IN BOOK 389 AT PAGE 544; THENCE ALONG THE EASTERLY LINE OF SAID SPECIAL WARRANTY DEED AND THE WESTERLY LINE OF SAID BOULDER DIVERSION CHANNEL THE FOLLOWING FIVE (5) CONSECUTIVE COURSES:
1) S46°15'08"E A DISTANCE OF 29.63 FEET;
2) THENCE 102.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 532.96 FEET, A CENTRAL ANGLE OF 11°00'00", AND A CHORD WHICH BEARS S40°45'08"E A DISTANCE OF 102.16 FEET;
3) THENCE S35°15'08"E A DISTANCE OF 111.88 FEET;
4) THENCE 203.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 247.86 FEET, A CENTRAL ANGLE OF 47°02'13", AND A CHORD WHICH BEARS S11°51'05"E A DISTANCE OF 197.81 FEET;
5) THENCE S11°47'05"W A DISTANCE OF 962.82 FEET TO THE NORTHEAST CORNER OF SAID PARCEL NO. 2 OF THE SPECIAL WARRANTY DEED;
THENCE ALONG THE EASTERLY LINE OF SAID SPECIAL WARRANTY DEED AND CONTINUING ALONG THE WESTERLY LINE OF SAID BOULDER DIVERSION CHANNEL, S11°50'02"W A DISTANCE OF 468.15 FEET TO THE FUTURE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 72;
THENCE ALONG THE SAID FUTURE NORTHERLY RIGHT-OF-WAY LINE OF CDOT RW-23, N84°05'00"W A DISTANCE OF 499.47 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND THE NORTHEAST CORNER OF THE FUTURE NORTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY 72, PER CDOT RW-22 DEDICATION;
THENCE ALONG THE FUTURE NORTHERLY RIGHT-OF-WAY LINE, N84°05'00"W A DISTANCE OF 105.45 FEET TO THE NORTHWEST CORNER OF SAID CDOT RW-22 AND A POINT ON THE WESTERLY LINE OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2011109073 AND THE EASTERLY LINE OF THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2024072677;
THENCE ALONG SAID EASTERLY AND WESTERLY LINES, N03°49'19"E A DISTANCE OF 1721.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 28.680 ACRES OR 1,249,309 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

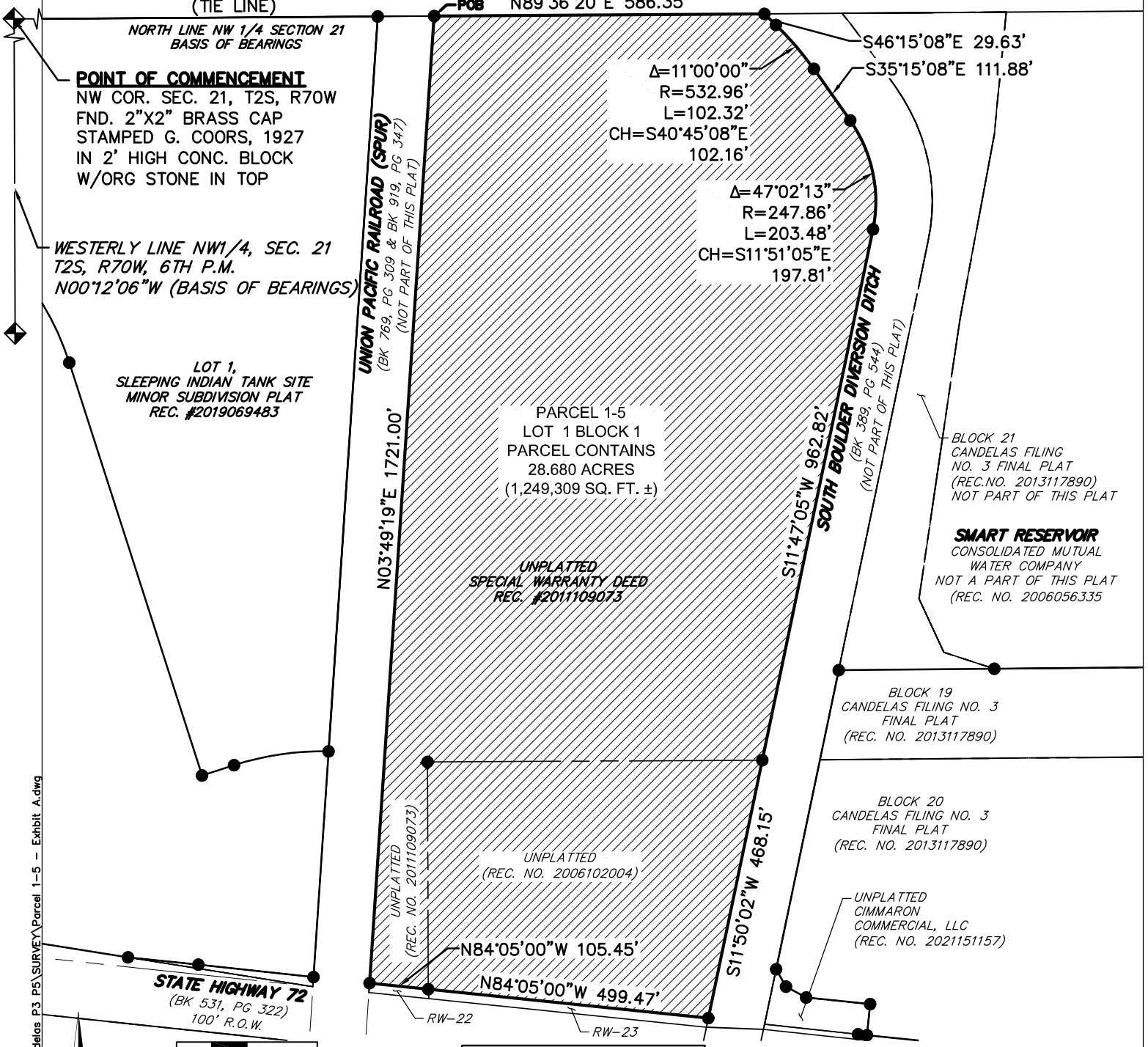
BASIS OF BEARINGS

BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE NORTHWEST OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO ASSUMED TO BEAR N89°36’20”E AND BEING MONUMENTED BY A FOUND 2”X2” BRASS CAP STAMPED “G. COORS 1927” IN 2’ HIGH CONCRETE BLOCK WITH ORIGINAL STONE IN TOP AT THE NORTHWEST CORNER AND A FOUND NO. 6 REBAR WITH 3-1/4” ALUMINUM CAP PLS #16406 A 250’ WITNESS CORNER AT THE NORTH QUARTER CORNER.

PREPARED BY SCOTT A. AREHART, PLS
UPDATED BY JOSEPH B. CLAMP, PE
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE,
LAKEWOOD, CO 80125
JANUARY 21, 2026
PROJECT NO. 25.0751

ILLUSTRATION FOR

EXHIBIT A



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MARTIN/MARTIN
CONSULTING ENGINEERS
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DRAWING LOCATION: G:\KUNTZ\25.0751-Candelas P3 P5\SURVEY\Parcel 1-5 - Exhibit A.dwg

CITY OF ARVADA

REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM 10.A.3.

TO: THE HONORABLE CITY COUNCIL DATE: May 19, 2026

SUBJECT: CB26-014, An Ordinance Rezoning Certain Land within the City of Arvada, Candelas Parcel 1-6, from City of Arvada PUD (Planned Unit Development) to City of Arvada R-6 (Residential 6), and Amending the Official Zoning Maps of the City of Arvada, Colorado, a 35.33 Acre Parcel of Land Located at the Northeast Corner of the Intersection of Highway 72 and Highway 93 (Ordinance No. 4930) (Presenter: Rob Smetana, Planning Manager) **(TO BE CONTINUED TO JULY 7, 2026)**

Report in Brief

Presenter: Rob Smetana, Planning Manager

The applicant is requesting approval to rezone a portion of Parcel 1-2 to R-24 to allow for multi-family residential development and a Comprehensive Plan Amendment to High Density Residential (HDR). The remaining portions of Parcel 1-2 are requested to be rezoned to General Commercial (CG). Parcel 1-5 is requested to be rezoned to R-13, and Parcel 1-6 to R-6, with Comprehensive Plan Amendment to Medium Density Residential (MDR) and Suburban Residential (SUBR), respectively on a vacant site for the future development.

The Arvada Team recommends that the City Council approve an Ordinance Rezoning Certain Land within the City of Arvada, Candelas Parcel 1-6, from City of Arvada PUD (Planned Unit Development) to City of Arvada R-6 (Residential 6), and Amending the Official Zoning Maps of the City of Arvada, Colorado, a 35.33 Acre Parcel of Land Located at the Northeast Corner of the Intersection of Highway 72 and Highway 93.

Financial Impact

There is no Financial Impact to the City.

Background

The site is located at the northeast corner of the intersection of Highway 72 and Highway 93 and stretches to the east, abutting the westernmost development of Candelas. The site is currently vacant and undeveloped. The property is zoned Planned Unit Development (PUD-BP) under the Candelas Outline Development Plan Amendment 6 and has a Neighborhood/Community Commercial Land Use designation which allows for business and professional development uses. Under the current zoning, all three parcels have a maximum building height of 85 feet, a maximum Floor Area Ratio (FAR) of 3.00 (a ratio of three to one), and a minimum Floor Area Ratio of .25 to 1. The rezoning concept plan proposes commercial zoning and uses at the northeast corner of Highway 72 and Highway 93, a transition to higher density multi-family residential zoning (R-24) as one moves east, medium density residential zoning (R-13) south of Rocky Flats Lake, and then the lowest proposed residential density zoning (R-6) for the development and Suburban Residential designation immediately abutting the existing Candelas neighborhood. The applicant has stated that the multi-family residential portion of Parcel 1-2 is intended for workforce housing for those earning between 80% and 120% of the Area Median Income (AMI) with 20% of the units being reserved for residents at 80% AMI. The City does not covenant or restrict units, so this would be at the behest of the applicant. Additionally, Parcels 1-5 and 1-6 are stated to be age-targeted developments for ages 55 plus. The homes in P1-5 and P1-6 are intended to feature smaller footprints, reduced maintenance requirements, and accessible designs. P1-5 would feature a combination of townhomes and single-family detached housing types, while P-1-6 would feature only single-family detached housing types. The City is

moving toward standard zoning districts and because the project could be developed under a standard LDC zone district, Comprehensive Plan Amendments and concurrent rezonings are appropriate.

Discussion

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	The rezoning to R-24, R-13, and R-6 is consistent with the Comprehensive Plan, if amended to the High, Medium, and Suburban Residential Density designations. The site's current PUD-BP zoning allows a mix of commercial uses, but has not developed as envisioned. Rezoning to CG, R-24, R-13, and R-6 supports the City's vision for a vibrant, walkable community and transitional high, medium, and lower density housing between the single-family detached housing to the east and the future commercial to the west.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The intended use for a variety of housing types at varying densities will be consistent with the underlying proposed zones of R-24, R-13, and R-6.
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	Additional infrastructure necessary to service the site will be constructed after approval of the Site Plan and Minor Subdivision. Water and sanitary sewer service are provided by the City of Arvada. No additional entitlements shall be submitted or approved until there is capacity to service the site. Public Service Company (XCEL) has no objection to the proposed Comprehensive Plan Amendment or Rezone.
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 intended land use will not result in significant adverse impacts.
5. The rezoning is consistent with the character of existing or planned development on adjacent	Complies	The rezoning is consistent and will encourage the policies and intent of

properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.		the Comprehensive Plan to allow for transitions between adjoining land uses. The High, Medium, and Low-Density Residential housing types will allow a transitional buffer between the single-family to the east and the higher intensity commercial uses at the intersection of SH-93 and SH-72.

Public Contact

On June 11, 2025, a neighborhood meeting was held from 6:00 p.m. to 7:00 p.m. at the Candelas Swim and Fitness Club (19865 W. 94th Ave.). Prior to the meeting, property owners within 1,500 feet of the project site, 323 in total, were notified via a mailing postmarked May 23, 2025, consistent with the LDC requirements. Approximately 47 people were in attendance, including some residents who are members of abutting Metro Districts as well as members of the Chamber of Commerce. The applicant team included representatives from Norris Design, Martin/Martin, Kimley-Horn, Cimarron Commercial, LLC, and the Jefferson Center Metro District. Senior Planner Julia Duncan attended on behalf of the City of Arvada. During the meeting, the development team delivered a brief presentation on the project. Residents expressed concerns primarily over existing roadway maintenance on Highway 72 and Highway 93, roadway expansion and widening, traffic, density, lack of commercial development, the constant state of continued construction, increased mill levies due to the project, and loss of open space. After the applicant team presented and engaged in a lengthy Q&A, some attendees expressed support and/or non-opposition to the proposal. Attendees were generally supportive of age targeted homes, especially if they are ranch and low profile, due to the lack of this housing type in the City. “Right-sizing” and “down-sizing” to smaller homes for seniors seemed to be supported by the attendees. A desire to be involved in the Site Plan process was expressed as well as increased buffering and parks along the western edge. A quickening of roadway widening and infrastructure improvements, as well as continued maintenance, were primary concerns. The applicant prepared a summary of the meeting, which is attached.

Written notice was sent 15 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

Commission Recommendation

On February 4, 2026, the Planning Commission voted 6 to 0 with 1 absent to recommend approval to the City Council.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system. The project aligns with CED5 in the Strategic Plan by providing robust and efficient services that facilitate the development of diverse housing stock. The project fulfills CED3 and supports the community’s vision by cultivating an environment that attracts and retains private-sector investment, a talented workforce, and an engaged business community. The project increases housing supply on a currently vacant site within an existing community, providing both residential and commercial uses.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council continue Candelas Parcels 1-2, 1-5, and 1-6 Rezoning to July 7, 2026.

Suggested Motion:

II move that CB26-014, An Ordinance Rezoning Certain Land within the City of Arvada, Candelas Parcel 1-6, from City of Arvada PUD (Planned Unit Development) to City of Arvada R-6 (Residential 6), and Amending the Official Zoning Maps of the City of Arvada, Colorado, a 35.33 Acre Parcel of Land Located at the Northeast Corner of the Intersection of Highway 72 and Highway 93, be continued to July 7, 2026 at 6:15 p.m.

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Julia Duncan, Senior Planner	04/22/2026
Josie Suk, Development Systems and Administrative Manager	04/23/2026
Rob Smetana, Planning Manager	04/23/2026
Jessica Garner, Director of Community and Economic Development	04/27/2026
Gail Walker, Legal Specialist-Contracts	04/27/2026
Kelsy Sargent, Assistant City Attorney	04/27/2026
Rachel Morris, City Attorney	05/05/2026
Allison Scheck, Deputy City Manager	05/05/2026
Don Wick, City Manager	05/06/2026

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 26-014
ORDINANCE NO. 4930

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, CANDELAS PARCEL 1-6, FROM CITY OF ARVADA PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF ARVADA R-6 (RESIDENTIAL 6), AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, A 35.33 ACRE PARCEL OF LAND LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF HIGHWAY 72 AND HIGHWAY 93

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

Section 1. The following described property is hereby rezoned from City of Arvada PUD (Planned Unit Development) to City of Arvada R-6 (Residential 6).

A 35.33 PARCEL OF LAND BEING BLOCK 19 AND A PORTION OF BLOCK 20, CANDELAS FILING NO. 3 FINAL PLAT, RECORDED SEPTEMBER 06, 2013 AT RECEPTION NO. 2013117890, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED **EXHIBIT A**.

Section 2. The Official Zoning Maps of the City of Arvada are hereby amended in accordance herewith.

Section 3. This ordinance shall be effective fifteen days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 24th day of March, 2026.

PASSED, ADOPTED, AND APPROVED this 19th day of May, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

Publication Dates: March 26, 2026
May 21, 2026

Exhibit A

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, CANDELAS PARCEL 1-6, FROM CITY OF ARVADA PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF ARVADA R-6 (RESIDENTIAL 6), AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, A 35.33 ACRE PARCEL OF LAND LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF HIGHWAY 72 AND HIGHWAY 93

PARCEL 1 - 6

LAND DESCRIPTION

A PARCEL OF LAND BEING BLOCK 19 AND A PORTION OF BLOCK 20, CANDELAS FILING NO. 3 FINAL PLAT, RECORDED SEPTEMBER 06, 2013 AT RECEPTION NO. 2013117890, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, S60°43'23"E A DISTANCE OF 2356.42 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 19 AND A POINT ON THE EASTERLY LINE OF THE SOUTH BOULDER DIVERSION CHANNEL RECORDED IN BOOK 389 AT PAGE 544, SAID POINT BEING THE POINT OF BEGINNING;
THENCE, ALONG THE NORTHERLY LINE OF SAID BLOCK 19, THE FOLLOWING FOUR (4) CONSECUTIVE COURSES:
1) N89°28'47"E A DISTANCE OF 709.46 FEET;
2) THENCE, N38°01'27"E A DISTANCE OF 511.55 FEET;
3) THENCE, N10°25'03"W A DISTANCE OF 283.25 FEET;
4) THENCE, N31°19'14"E A DISTANCE OF 291.76 FEET TO THE NORTHERLY MOST CORNER OF SAID BLOCK 19;
THENCE, ALONG THE EASTERLY LINE OF SAID BLOCK 19 AND BLOCK 20, S20°17'41"E A DISTANCE OF 1886.55 FEET TO THE FUTURE NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 72 PER CDOT RW-25 DEDICATION;
THENCE, ALONG SAID FUTURE NORTHERLY RIGHT-OF-LINE OF CDOT RW-25 THE FOLLOWING THREE (3) CONSECUTIVE COURSES:
1) N83°48'57"W A DISTANCE OF 278.47 FEET;
2) THENCE N83°33'44"W A DISTANCE OF 304.26 FEET;
3) THENCE N84°02'41"W A DISTANCE OF 1156.24 FEET TO THE FUTURE NORTHWEST CORNER OF SAID CDOT RW-25 AND A POINT ON THE WESTERLY LINE OF SAID BLOCK 20 AND FUTURE RIGHT-OF-WAY LINE OF STATE HIGHWAY 72 PER CDOT RW-24 DEDICATION;
THENCE, ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID BLOCK 20 THE FOLLOWING FOUR (4) CONSECUTIVE COURSES:
1) N05°52'58"E A DISTANCE OF 55.39 FEET;
2) THENCE, N84°07'48"W A DISTANCE OF 114.24 FEET;
3) THENCE, N61°25'17"W A DISTANCE OF 40.69 FEET;
4) THENCE, N29°35'33"W A DISTANCE OF 35.56 FEET TO A POINT ON SAID EASTERLY LINE SOUTH BOULDER DIVERSION CHANNEL;
THENCE, ALONG THE WESTERLY LINES OF SAID BLOCK 19 AND BLOCK 20 AND THE EASTERLY LINE OF SAID SOUTH BOULDER DIVERSION CHANNEL, N11°49'09"E A DISTANCE OF 542.45 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 35.330 ACRES OR 1,538,983 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

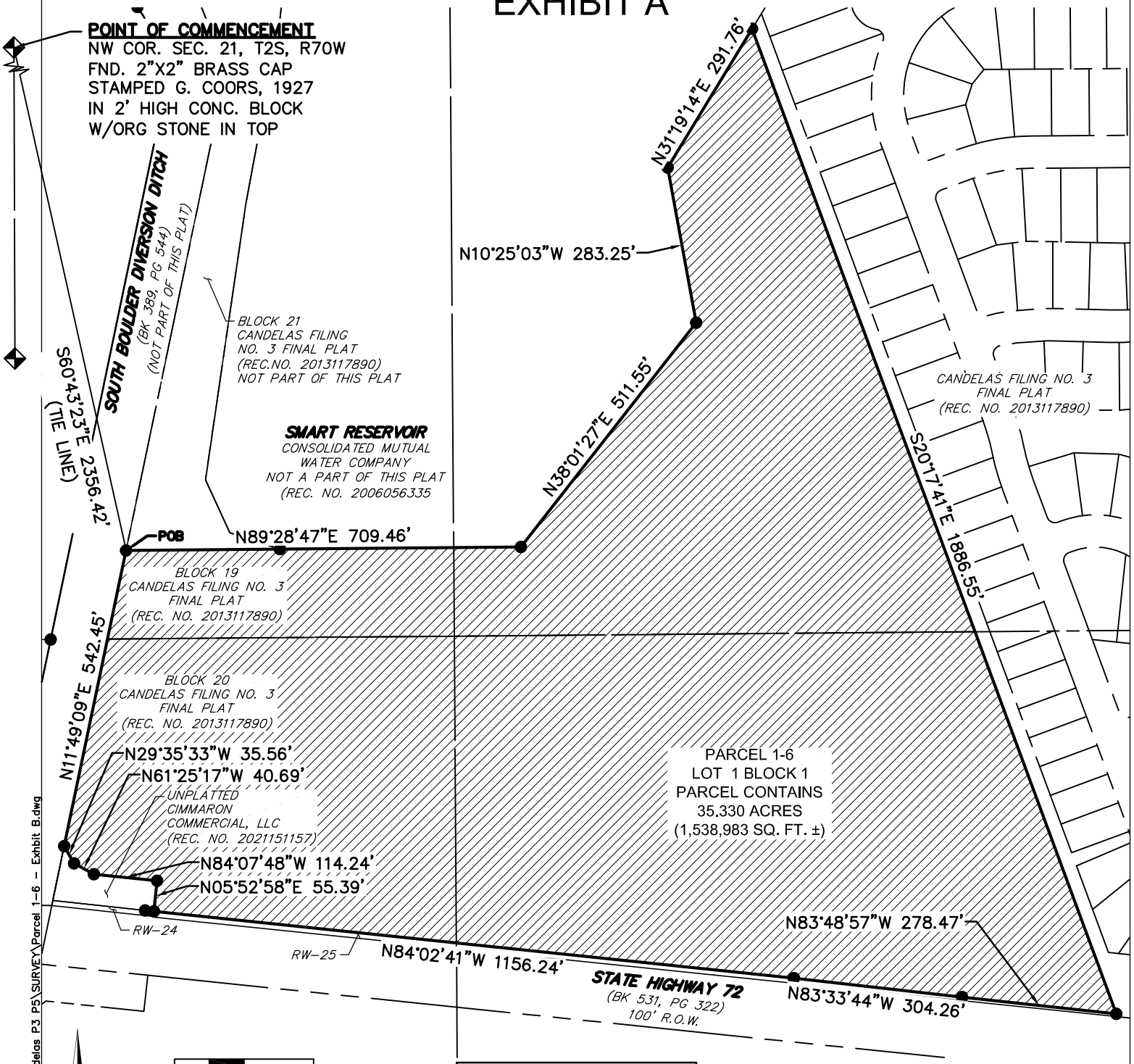
BASIS OF BEARINGS

BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE NORTHWEST OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO ASSUMED TO BEAR N89°36’20”E AND BEING MONUMENTED BY A FOUND 2”X2” BRASS CAP STAMPED “G. COORS 1927” IN 2’ HIGH CONCRETE BLOCK WITH ORIGINAL STONE IN TOP AT THE NORTHWEST CORNER AND A FOUND NO. 6 REBAR WITH 3-1/4” ALUMINUM CAP PLS #16406 A 250’ WITNESS CORNER AT THE NORTH QUARTER CORNER.

PREPARED BY SCOTT A. AREHART, PLS
UPDATED BY JOSEPH B. CLAMP, PE
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE,
LAKEWOOD, CO 80125
JANUARY 21, 2026
PROJECT NO. 25.0751

ILLUSTRATION FOR

EXHIBIT A



0 125 250

SCALE: 1"=250'

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

FEBRUARY 10, 2026

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY TO DEPICT THE ATTACHED DESCRIPTION.

MARTIN/MARTIN
CONSULTING ENGINEERS

12499 West Colfax Avenue Lakewood, Colorado 80215
survey@martinmartin.com | 303.431.6100 | martinmartin.com

DRAWING LOCATION: G:\KUNTZ\25.0751-Candelas P3 P5\SURVEY\Parcel 1-6 - Exhibit B.dwg

CITY OF ARVADA

REPORT FROM CITY COUNCIL

AGENDA ITEM 12.A.

DATE: May 19, 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: May 19, 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:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Rachel Morris, City Attorney	04/24/2026
Allison Scheck, Deputy City Manager	04/24/2026
Linda Haley, Deputy City Manager	04/24/2026
Don Wick, City Manager	04/24/2026

Enclosure, exhibits & attachments required to support the report

2026 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Harvard Bloomberg Innovation Project	**May 26**	
ADA Transition Plan Updates	**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
	Aug 11	
W/WW/SW Rates and Fees – Final Scenario	**Aug 25**	INFRA
Budget Workshop	**Sept 8**	FIN
Budget Workshop	**Sept 22**	FIN
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**	
System Development Charges	**TBD**	INFRA
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		
Tracy Dorland, Jeffco Schools Superintendent	**June 16**	CMO
STUDY SESSIONS		
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		