City of Arvada
City Council Agenda
JULY 7, 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
3. Roll Call of Councilmembers
4. Approval of Minutes
   A. June 16, 2026 City Council Meeting
5. Recognitions and Communications
   A. Proclamation for Park and Recreation Month - Presented by Councilmember Griffith
6. Presentations - None
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
   A. Consent Agenda
      1. R26-047, A Resolution Authorizing an Agreement by and Between the City of Arvada and Sema Construction, Inc. for Construction Manager/General Contractor(CM/GC) Services, Construction Package 4, West 72nd Avenue - Kipling Street to Simms Street, in the Amount of $3,565,355.67
      2. R26-048, A Resolution Approving the First Amendment of the Intergovernmental Agreement By and Between the City of Arvada and the Colorado Department of Transportation (CDOT) for 80th Avenue Signal Upgrades, CDOT Project SHO M040-039
      3. R26-049, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the Town of Lakeside for the Maintenance and Repair of Fleet Vehicles

B. Resolutions

1. R26-050, A Resolution to Adopt the City of Arvada's Climate and Sustainability Action Plan (Presenter: Steven Russell, Senior Sustainability Coordinator)

C. Ordinances (First Reading)

1. CB26-021, An Ordinance Approving the Renewal of a Non-Exclusive Franchise Agreement for the use of City Rights-of-Ways with Comcast of California/Colorado/Florida/Oregon, Inc. (Public Hearing to be set for July 21, 2026 at 6:15 p.m.)

2. PROJECT: Annexation, Rezoning and Conditional Use for Revival Industrial, a 5.3980 acre parcel of land approximately located south of State Highway 72, east of 15350 State Highway 72, in the City of Arvada, County of Jefferson, State of Colorado

A. CB26-022, An Ordinance Annexing Certain Land into the City of Arvada, Revival Industrial, a 5.3980 acre parcel of land approximately located south of State Highway 72, east of 15350 State Highway 72, in the City of Arvada, County of Jefferson, State of Colorado (Public Hearing to be set for July 21, 2026 at 6:15 p.m.)

B. CB26-023, An Ordinance Rezoning Certain Land Within The City Of Arvada, Revival Industrial, From Jefferson County SR-2 To City Of Arvada MX-S (Mixed-Use, Suburban) And Amending The Official Zoning Maps Of The City Of Arvada, Colorado, A 5.3980 Acre Parcel Of Land Approximately Located South Of State Highway 72, East Of 15350 State Highway 72. (Public hearing to be set for July 21, 2026 at 6:15 p.m.)

C. CB26-024, An Ordinance Approving A Conditional Use Permit For Revival Industrial, A 5.3980 Acre Parcel Of Land Located Approximately South Of State Highway 72, East Of 15350 State Highway 72. (Public hearing to be set for July 21, 2026, at 6:15 p.m.)

9. Other

A. Council Consideration of Whether or Not to Make a Motion to Reconsider the April 21, 2026 Decision Regarding CB26-008, An Ordinance Approving a Conditional Use Permit for Avalon Arvada for a Project Known as "Welby Gardens" Approximately Located at 17201 W 64th Ave.

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

1. Ratification and Approval of 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

2. 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)

3. Ratification and Approval of CP2026-00002 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

4. 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)

5. Ratification and Approval for 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

6. 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)

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

CITY OF ARVADA

SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD JUNE 16, 2026

1. Executive Session – 3:00 p.m.

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

   Councilmember Ambrose moved to go into executive session for Personnel Matter, Pursuant to C.R.S. 24-6-402(4)(f) Facilitator for appointee evaluations

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

2. Executive Session – 5:00 p.m.
   A. Legal Advice, Pursuant to CRS 24-6-402(4)(b) re the Legal Options and Risks Related to the Second Request for Reconsideration by Avalon Bay for the Welby Gardens Project

   Councilmember Ambrose moved to go into executive session for Legal Advice, Pursuant to CRS 24-6-402(4)(b) Related to a Potential Violation of the City's Code of Ethics Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Avalon Arvada (Welby Center) Project

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

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

3. Moment of Reflection and Pledge of Allegiance

4. Roll Call of Councilmembers

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

   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 – April 21, 2026 and May 19, 2026 City Council Meetings

The minutes stand approved.

5. Recognition and Communication

A. Certificate of Recognition for Cameron Holland Family - Adopt-A-Street Program

The family of Cameron Holland has served as exemplary volunteers in the City's Adopt-A-Street program. The Adopt-A-Street Program helps keep Arvada beautiful by clearing our streets, parks, green belts and waterways of litter and debris.

This volunteer group came together after Cameron Holland died in a car crash in 2019. After experiencing tragedy, the family decided a great way to honor and remember Cameron would be to volunteer in his name. The family has now cultivated a community of volunteering as they lead several clean-ups each year along West 72nd Avenue between Kipling Street and Indiana Street.

Mayor Pro Tem Moorman said that the City recognizes the family of Cameron Holland for their dedication and lasting contribution to the Arvada community.

B. Proclamation for Pride Month

Councilmember Ambrose read the proclamation and said that City Council proclaims the month of June 2026 as Pride Month.

Andy Smith, The Alexander Foundation Executive Director, and Jeff Glenn, Executive Director of Apex, were present to accept the proclamation.

C. Proclamation for Juneteenth 2026

Councilmember Davis read the proclamation and said that City Council proclaims June 19, 2026, as Juneteenth in Arvada.

Elise Penington, Communications and Engagement Director of Jefferson County Public Library, was present to accept the proclamation.

6. Presentation – None

7. Public Comment

A. Patty Shannon, Arvada resident, addressed council regarding the Welby Gardens reconsideration
B. Dar-Lon Chang, Arvada resident, addressed council regarding the Climate and Sustainability Action Plan.
C. Lynn Clemens, Arvada resident, addressed council regarding traffic in west Arvada.
D. Aziza Jabara, Arvada resident, addressed council regarding the Climate and Sustainability Action Plan.
E. Malia Fajordo, Arvada resident, addressed council regarding the Climate and Sustainability Action Plan
F. Avery Phipps, Arvada resident, addressed council regarding the Climate and Sustainability Action Plan
G. Mark Breese, Arvada resident, addressed council regarding the Avalon reconsideration.

H. Mike Rawluk, Golden resident, addressed council regarding the Avalon reconsideration.
I. Jessica Rodriquez, Arvada resident, addressed council regarding Frontline Farming.
J. Damian Thompson, Denver resident, addressed council regarding Frontline Farming.
K. Fatima Emmad, Arvada resident, addressed council regarding Frontline Farming.
L. Jessica Caouette, Arvada resident, addressed council regarding Frontline Farming.
M. John Sarulich, Arvada resident, addressed council regarding Frontline Farming.
N. John Alex Manos, Denver resident, addressed council regarding Frontline Farming.
O. Nisa Thompson, Denver resident, addressed council regarding Frontline Farming.
P. James Coleman, Colorado State Senator, addressed council regarding Frontline Farming.
Q. Ana Schultz, Ft. Collins resident, addressed council regarding Frontline Farming.
R. Molly Ross, Castle Rock resident, addressed council regarding Frontline Farming.
S. Jason August, Conifer resident, addressed council regarding Frontline Farming.
T. Jeff Lauhead, Denver resident, addressed council regarding Frontline Farming.
U. Brian Drwecki, Arvada resident, addressed council regarding Frontline Farming.
V. Molly Daniels, Arvada resident, addressed council regarding Frontline Farming.
W. Jon Rodriquez, Denver resident, addressed council regarding Frontline Farming.
X. Alexis Albanes, Arvada resident, addressed council regarding Frontline Farming.
Y. Tony Rawluk, Arvada resident, addressed council regarding the Avalon reconsideration.
Z. Levi Sisneros, Frederick resident, addressed council regarding Frontline Farming.
AA. Roland Hardin, Arvada resident, addressed council regarding Frontline Farming.
BB. Karim Gharbi, addressed council regarding Frontline Farming.
CC. Kristina Kahl, Louisville resident, addressed council regarding Frontline Farming.
DD. Judith Burke, Denver resident, addressed council regarding Frontline Farming.
EE. Chase Janis, Northglenn resident, addressed council regarding Frontline Farming.
FF. Genene Duran, Denver resident, addressed council regarding Frontline Farming.
GG. Crystal O'Neal, Lakewood resident, addressed council regarding Frontline Farming.
HH. Albany Thompson, Arvada resident, addressed council regarding Frontline Farming.
II. Jordan DeBeau, Arvada resident, addressed council regarding Frontline Farming.
JJ. Jennifer Johnson, Arvada resident, addressed council regarding Frontline Farming.
KK. Abby Drwecki, Arvada resident, addressed council regarding Frontline Farming.
LL. Karen DeAguero, Arvada resident, addressed council regarding Frontline Farming and composting.
MM. Charles Grant Walker, Arvada resident, addressed council regarding the Climate and Sustainability Action Plan.
NN. Sarah Clow, Denver resident, addressed council regarding Frontline Farming.
OO. Ashley Sawtelle, Arvada resident, addressed council regarding Frontline Farming.
PP. Scott Major, Arvada resident, addressed council regarding the Climate and Sustainability Action Plan.
QQ. Nick Guber, Denver resident, addressed council regarding Frontline Farming.
RR. Kassandra Neiss, Denver resident, addressed council regarding Frontline Farming.
SS. Ann Katzburg, Arvada resident, addressed council regarding the Climate and Sustainability Action Plan.
TT. Brett Ridley, Littleton resident, addressed council regarding Frontline Farming.
UU. Delores Ramerez, Westminster resident, addressed council regarding Frontline Farming.
VV. Cody Egart, Denver resident, addressed council regarding Frontline Farming.
WW. Meg Caley, Denver resident, addressed council regarding Frontline Farming.
XX. Patricia Ridley, Unincorporated Jefferson County, addressed council regarding Frontline Farming.
YY. Mark Jelinske, Arvada resident, addressed council regarding Climate and Sustainability

Action Plan.

ZZ. Honey Niehaus, Denver resident, addressed council regarding Frontline Farming.

AAA. Brent Ridley, Littleton resident, addressed council regarding Frontline Farming.

BBB. Yoki Olvera, Boulder County resident, addressed council regarding Frontline Farming.

CCC. Lo Kawulok, Longmont resident, addressed council regarding Frontline Farming.

DDD. Todd Nicktrota, Denver resident, addressed council regarding the Avalon reconsideration

EEE. Beth Sanchez, Denver resident, addressed council regarding Frontline Farming

FFF. Sarah Cowan, Arvada resident, addressed council regarding Frontline Farming

GGG. Andrew Johnson, Denver resident, addressed council regarding the Avalon reconsideration

HHH. Ariel Wooldridge, Denver resident, did not speak but wanted her name entered into the record supporting Frontline Farming.

III. Allison Hall, Denver resident, did not speak but wanted her name entered into the record supporting Frontline Farming.

8. New Business

A. Consent Agenda –

1.	R26-042	A Resolution Accepting an Annexation Petition for Annexing Certain Land into the City of Arvada, Revival Industrial, a 5.3980 Acre Parcel of Land Approximately Located South of State Highway 72, East of 15350 State Highway 72, in the City of Arvada, County of Jefferson, State of Colorado, Finding Said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for July 21, 2026, 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation
2.	R26-043	A Resolution Authorizing an Agreement by and between the City of Arvada and Adiona Transportation Solutions, LLC for Traffic Signal and Intersection Improvements at West 64th Ave & Easley Rd and West 63rd Ave & McIntyre Pkwy, Project No. 24-TC-01, in an Amount not to Exceed $1,231,762.00

Councilmember Lovisone moved that R26-042, A Resolution Accepting an Annexation Petition for Annexing Certain Land into the City of Arvada, Revival Industrial, a 5.3980 Acre Parcel of Land Approximately Located South of State Highway 72, East of 15350 State Highway 72, in the City of Arvada, County of Jefferson, State of Colorado, Finding Said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for July 21, 2026, 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation; R26-043, A Resolution Authorizing an Agreement by and between the City of Arvada and Adiona Transportation Solutions, LLC for Traffic Signal and Intersection Improvements at West 64th Ave & Easley Rd and West 63rd Ave & McIntyre Pkwy, Project No. 24-TC-01, in an Amount not to Exceed $1,231,762.00, be approved.

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

B. Resolutions –

1. R26-044 A Resolution Adopting the Amended Fee Schedule for the Waste Hauling Program Pursuant to Chapter 90, Solid Waste, of the Arvada City Code, and Authorizing the Fourth Amendment to "An Agreement Between the City of Arvada and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver for Residential Solid Waste Collection Services" Thereby Increasing Waste Services Fees

Jacqueline Rhoades, Director of Infrastructure, reviewed this resolution with council.

Councilmember Fifer moved that R26-044, A Resolution Adopting the Amended Fee Schedule for the Waste Hauling Program Pursuant to Chapter 90, Solid Waste, of the Arvada City Code, and Authorizing the Fourth Amendment to "An Agreement Between the City of Arvada and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver for Residential Solid Waste Collection Services" Thereby Increasing Waste Services Fees, be approved.

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

2. R26-045 A Resolution Authorizing Submission of the 2026 Annual Action Plan for 2026 Community Development Block Grant ("CDBG") Funding

Carrie Espinosa, Housing Manager, reviewed this resolution with council.

Councilmember Fifer moved that R26-045, A Resolution Authorizing Submission of the 2026 Annual Action Plan for 2026 Community Development Block Grant ("CDBG") Funding, be approved.

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

3. R26-046 A Resolution Authorizing the Release of the Second Half of Previously Approved Advanced Funds to the Arvada Center in the amount of $812,000.00

Councilmember Lovisone stated that she is an employee at the Arvada Center and requested to be recused from voting on the resolution

Councilmember Griffith moved to recuse Councilmember Lovisone, from voting on this esolution.

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

Mayor Pro Tem Moorman moved that R26-046, A Resolution Authorizing the Release of the Second Half of Previously Approved Advanced Funds to the Arvada Center in the amount of $812,000.00, be approved.

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

C. Ordinances (First Reading) - None

9. Other -

A. Motion to Cancel the August 4, 2026 City Council Meeting

Councilmember Davis moved to cancel the August 4, 2026 City Council Meeting.

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

10. Public Hearings –

A. PROJECT: QuikTrip 4234, a Rezoning with Concept Plan and a Major Modification for a 9.47- acre parcel of land located at 9295 Matterhorn Ln

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 (Ordinance No. 4933)
2. A Major Modification from the development standards in the Land Development Code Section 3- 1-3-8 Motor Vehicle Use Standards to allow 10 pump islands for QuikTrip 4234, generally located at 9295 Matterhorn Ln, Arvada, CO.

Mayor Simpson opened the public hearing on CB26-017 and the Major Modification from the development standards in the Land Development Code Section 3- 1-3-8 Motor Vehicle Use Standards to allow 10 pump islands for QuikTrip 4234

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

Sworn Testimony: Amelia Stefen, representing applicant
Todd Hager, representing applicant
Mike Rawluk, Golden resident, in opposition
McKenna Gentry, representing applicant

Mayor Simpson closed the public hearings.

Councilmember Fifer 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 with the condition on final reading, numbered 4933 and ordered published by title only. Including staff recommendations of additional landscaping above that required by the Land Development Code to be incorporated in to the site plan to mitigate any adverse visual impacts the canopy could have on adjacent properties, the second one is the project shall incorporate welcome signage to be reviewed through the site plan consistent with the Northwest Area Arvada Sub Area Plan and the third one is the canopy over the fuel pumps shall have enhanced architectural detailing to mitigate impacts viewable from the right of way as well as the trash cans being animal proofed on the property and the lighting to address protecting the night sky.

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

Councilmember Fifer moved that A Major Modification from the development standards in the Land Development Code Section 3- 1-3-8 Motor Vehicle Use Standards to allow 10 pump islands for QuikTrip 4234, generally located at 9295 Matterhorn Ln, Arvada, CO, be approved.

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

10:50 p.m.

Mayor Pro Tem Moorman moved that council suspend the rule to continue past 11:30 p.m.

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

B. CB26-018 An Ordinance Amending Section 102-182, Water Surcharges, of Chapter 102, Utilities, of the Arvada City Code (Ordinance No. 4934)

Mayor Simpson opened the public hearing on CB26-018

Jacqueline Rhoades, Infrastructure Director, reviewed this ordinance with council.

Sworn Testimony: Ann Switzer, Arvada resident, in opposition
Mike Switzer, Arvada resident, in opposition
Christopher Johnson, Arvada resident, in opposition
Mike Rawluk, Golden resident, in opposition
Tony Rawluk, Arvada resident, in opposition
Patty Shannon, Arvada resident, in opposition

Mayor Simpson closed the public hearing.

Councilmember Fifer moved that CB26-018, An Ordinance Amending Section 102-182, Water Surcharges, of Chapter 102, Utilities, of the Arvada City Code, be continued to August 18, 2026.

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

C. 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

1. 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 at 6290 W 56th Ave, in the County of Jefferson, State of Colorado (Ordinance No. 4935) (Rob Smetana, Planning Manager)

2. 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 (Ordinance No. 4936) (Presenter: Rob Smetana, Planning Manager)

Mayor Simpson opened the public hearing on CB26-019 and CB26-020.

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

Sworn Testimony: Matt Johnson, representing applicant

Mayor Simpson closed the public hearing.

Councilmember Davis moved 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 at 6290 W 56th Ave,

in the County of Jefferson, State of Colorado, be approved on final reading, numbered 4935 and ordered published by title only.

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

Councilmember Davis moved 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 final reading, numbered 4936 and ordered published by title only.

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

11. Other - None

12. Public Comment - Five Minute Limit – None

13. City Council Reports –

A. Councilmember Fifer thanked staff for working late tonight.

14. City Manager Reports – None

15. City Attorney Reports – None

16. Adjournment at 12:35 a.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: July 7, 2026

SUBJECT: Proclamation for Park and Recreation Month - Presented by Councilmember Griffith

Report in Brief

City Council will designate July 2026 as Park and Recreation Month.

Jeff Glenn from Apex and Ryan Stevenson from VCN will be present to accept the proclamation, along with members from Apex and the City's Parks team.

Prepared by:
Kristen Rush, City Clerk

Reviewed by:

Toni Riebschlager, Law Office Administrator	06/15/2026
Zachary Woolweaver, Assistant City Attorney I	06/22/2026

Approved by:

Rachel Morris, City Attorney	06/23/2026
Allison Scheck, Deputy City Manager	06/23/2026
Linda Haley, Deputy City Manager	06/24/2026
Don Wick, City Manager	06/24/2026

Enclosure, exhibits & attachments required to support the report

WHEREAS, parks and recreation is an integral part of communities throughout this country, including the City of Arvada; and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, the City of Arvada and the Apex Park and Recreation District have built a strong and enduring partnership to provide essential parks and recreation services that enhance the quality of life for all residents.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado that July 2026 be designated as Park and Recreation Month and encourage all community members to reflect on the indispensable role park and recreation professionals play in creating and maintaining a vibrant community.

Dated this 7th day of July 2026.

_____
Lauren Simpson, Mayor

_____
Randy Moorman, Mayor Pro Tem

_____
Shawna Ambrose, Councilmember

_____
Sharon Davis, Councilmember

_____
Bob Fifer, Councilmember

_____
Michael P. Griffith, Councilmember

_____
Rebecka Lovisone, Councilmember

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 8.A.

TO: THE HONORABLE CITY COUNCIL DATE: July 7, 2026

SUBJECT: Consent Agenda

Report in Brief

1. R26-047, A Resolution Authorizing an Agreement by and Between the City of Arvada andSema Construction, Inc. for Construction Manager/General Contractor(CM/GC) Services,Construction Package 4, West 72nd Avenue - Kipling Street to Simms Street, in the Amount of $3,565,355.67

2. R26-048, A Resolution Approving the First Amendment of the Intergovernmental Agreement By and Between the City of Arvada and the Colorado Department of Transportation (CDOT) for 80th Avenue Signal Upgrades, CDOT Project SHO M040-039

3. R26-049, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the Town of Lakeside for the Maintenance and Repair of Fleet Vehicles

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: July 7, 2026

SUBJECT: R26-047, A Resolution Authorizing an Agreement by and Between the City of Arvada and Sema Construction, Inc. for Construction Manager/General Contractor(CM/GC) Services, Construction Package 4, West 72nd Avenue - Kipling Street to Simms Street, in the Amount of $3,565,355.67

Report in Brief

Presenter: Jacqueline Rhoades, Infrastructure Director
SEMA Construction, Inc. (SEMA) is ready to begin construction of the fourth construction package (Restoration Project) of the W. 72nd Avenue widening project ("Project"). The Project is necessary to remediate and improve the conditions of W. 72nd Avenue from Oak Street to Kipling Street until the ultimate corridor condition can be constructed. The scope of work includes installing sidewalks, curbs, gutters, drainage infrastructure, water lines, paving and pavement markings to bring the condition of the area to a good state.

The Arvada team recommends that the City Council approve Resolution R26-047, A Resolution Authorizing an Agreement by and Between the City of Arvada and Sema Construction, Inc. for Construction Manager/General Contractor(CM/GC) Services, Construction Package 4, West 72nd Avenue - Kipling Street to Simms Street, in the Amount of $3,565,355.67.

Financial Impact

CIP Project: 18-ST-30 – W. 72nd Avenue – Kipling to Simms Street

CIP Project No: PRJ18091808

Financial Impact: $3,565,355.67

Funding Source: Bond

Type: CIP

Background

With the 2018 passage of the bond funding for the Project, the City contracted with SEMA as the construction manager/general contractor (CM/GC) for the Project. Construction Package 1 (CP1) was completed in 2022 and Construction Package 2 (CP2) that widened the West 72nd Avenue corridor from Simms Street to Oak Street was completed in 2024. Construction Package 3 (CP3) from Oak Street to Kipling Street was expected to closely follow CP2; however, due to considerable cost escalation, the City decided not to proceed with construction of the underpass in CP3. This amendment is necessary to remediate elements of the West 72nd Avenue corridor from Oak Street to Kipling Street that were delayed in anticipation of the CP3 package. These improvements include constructing the Oak Street intersection, sidewalks, bike lane delineators, water lines, drainage infrastructure, paving, and restriping pavement markings.
Since January 2026, after consultation and input from City Council, the City Manager determined that the City could not responsibly proceed with underpass construction given the financial risks to other City services and the City's long-term financial position. As a result, the CP3 underpass construction package has been canceled, and the consultant and contractor were directed to prepare a restoration package for the segment of W. 72nd Avenue between Oak Street and Kipling Street in

2026.This amendment is necessary to complete the remaining restorative and corridor stabilization work in the Oak Street to Kipling Street segment. The proposed improvements are intended to restore and stabilize this portion of the corridor and provide a safe and functional interim condition until the ultimate corridor can be constructed.
Over the past several months, City staff have worked with SEMA Construction to develop the restoration package for the Oak Street to Kipling Street segment. The proposed work includes improvements at the Oak Street intersection, sidewalks, curb and gutter, bike lane delineators, water lines, drainage infrastructure, paving, and pavement markings. These improvements are intended to restore pavement, maximize pedestrian access, provide enhanced bicycle facilities, and maximize the turn lane pocket serving Lincoln Academy.
The project team recently submitted applications to the Federal Railroad Administration's Railroad Crossing Elimination (RCE) and Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant programs for potential federal funding assistance. These grant programs are particularly important because dedicated federal funding opportunities for railroad crossing elimination and rail infrastructure projects have only recently become available again through the current federal funding cycle.

Discussion

The scope of this amendment was not an original part of the West 72nd Avenue package, as CP3 was originally intended to closely follow CP2. Due to the anticipated multiyear gap between construction packages that is now present, the City project team and construction consultants completed a scope of work and costs to restore the condition of West 72nd Avenue from Oak Street to Kipling Street and nearby local roads to a safe and good condition. This Project will improve the existing conditions along this corridor to provide safer roads and facilities for pedestrians, bicyclists, and vehicles. Being opportunistic with a contractor present conducting paving and road repairs to West 70th Drive, West 71st Place, Kline Court, and West 72nd Place are also being included in this package but will be funded from other sources.
While the City awaits the outcome of federal grant applications, staff are also preparing to pivot quickly to an at-grade crossing alternative if the grant applications are not successful. This includes advancing coordination with Union Pacific Railroad through a preliminary engineering agreement and preparing a request for proposals, so the City can begin design without unnecessary delay.
If federal funding is awarded, the City may have an opportunity to construct the underpass with reduced reliance on local funds. However, these grant programs are highly competitive, and funding is not guaranteed. Therefore, the proposed restoration project is necessary regardless of the outcome of the grant applications. It allows the City to complete needed work in the corridor now to maintain safe and functional public infrastructure.
The Arvada team recommends that the City Council approve Resolution R26-047, A Resolution Authorizing an Agreement by and Between the City of Arvada and Sema Construction, Inc. for Construction Manager/General Contractor(CM/GC) Services, Construction Package 4, West 72nd Avenue - Kipling Street to Simms Street, in the Amount of $3,565,355.67.

Public Contact

Posting of the City Council agenda. In addition, the City team provides updates to and addresses questions from the Citizen's Bond Oversight Committee on a quarterly basis. Information regarding project timelines and budget are presented to the Committee during quarterly meetings.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Infrastructure Priority Area within the City Council Strategic Plan. Specifically, within INF5: Applies cost effective and timely engineering, planning, and design, construction practices, and establishes standards and specifications to align public infrastructure reinvestment capacity with community needs.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve Resolution R26-047, A Resolution Authorizing an Agreement by and Between the City of Arvada and Sema Construction, Inc. for Construction Manager/General Contractor(CM/GC) Services, Construction Package 4, West 72nd Avenue - Kipling Street to Simms Street, in the Amount of $3,565,355.67

Suggested Motion:

I move that R26-047, A Resolution Authorizing an Agreement by and Between the City of Arvada and Sema Construction, Inc. for Construction Manager/General Contractor(CM/GC) Services, Construction Package 4, West 72nd Avenue - Kipling Street to Simms Street, in the Amount of $3,565,355.67, be (approved) (rejected).

Prepared by:
Brian Lavey, Civil Engineer II

Reviewed by:

Approved by:

Claudia Vaughan, City Engineer	06/16/2026
Jacqueline Rhoades, Director of Infrastructure	06/18/2026
Bryan Archer, Chief Financial Officer	06/22/2026
Tammy Hedlund, Legal Specialist	06/22/2026
Toni Riebschlager, Law Office Administrator	06/22/2026
Zachary Woolweaver, Assistant City Attorney I	06/22/2026
Rachel Morris, City Attorney	06/23/2026
Allison Scheck, Deputy City Manager	06/23/2026
Don Wick, City Manager	06/24/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-047

A RESOLUTION AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND SEMA CONSTRUCTION, INC. FOR CONSTRUCTION MANAGER/GENERAL CONTRACTOR(CM/GC) SERVICES, CONSTRUCTION PACKAGE 4, WEST 72ND AVENUE - KIPLING STREET TO SIMMS STREET, IN THE AMOUNT OF $3,565,355.67

WHEREAS, in 2018 the City of Arvada and SEMA Construction inc. entered into a construction manager/general contractor agreement for the construction of roadway improvements to West 72nd Avenue from Kipling Street to Simms Street in Arvada (the "Original Agreement");

WHEREAS, the Original Agreement divided portions of the anticipated work into Construction Packages; and

WHEREAS, Construction Packages 1 and 2 have been completed and at the end of 2025, the City and SEMA Inc. discussed proceeding to Construction Package 3; and

WHEREAS, due to significant and prolonged inflation, specifically regarding construction materials, the anticipated price of Construction Package 3 far exceeded the amount originally budgeted for Construction Package 3;and

WHEREAS, Arvada and SEMA Inc. are working together to consider alternative plans regarding Construction Package 3, but Arvada wishes to make short-term improvements to the roadway for the safety and convenience of the community that has been affected by construction in the area for several years; and

WHEREAS, Arvada and SEMA Inc. have agreed upon an originally unplanned "Construction Package 4" to remediate the roadway to be safe and in good condition while Arvada and SEMA Inc. continue to consider options regarding Construction Package 3.

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in a form approved by the City Attorney, an Agreement, which is in substantially the same form as attached between the City of Arvada and SEMA Construction, Inc. for construction manager/general contractor services, construction package 4, West 72nd Avenue - Kipling Street to Simms Street in the amount of $3,565,355.67.

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

[signature page follows]

APPROVED AND ADOPTED this 7th day of July, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

_____

Construction Project Contract Construction Manager/General Contractor (CM/GC) Services Construction Package 4

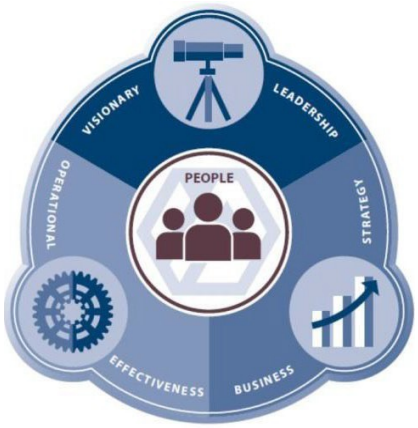
West 72nd Avenue – Simms Street to Kipling Street

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.



CONTENTS

RECITALS: 1
ARTICLE 1. THE WORK 3
ARTICLE 2. DEFINITIONS 4
ARTICLE 3. CONTRACTOR'S SERVICES 11
ARTICLE 4. DRAWINGS, PLANS, AND SPECIFICATIONS 19
ARTICLE 5. THE OWNER RESPONSIBILITIES 22
ARTICLE 6. TIME OF COMMENCEMENT AND COMPLETION 23
ARTICLE 7. SUBCONTRACTS 27
ARTICLE 8. COMPENSATION 30
ARTICLE 9. CHANGES IN THE WORK 32
ARTICLE 10. INSURANCE 34
ARTICLE 11. INDEMNIFICATION 36
ARTICLE 12. CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS 36
ARTICLE 13. ACCESS TO WORK AND OBSERVATION 37
ARTICLE 14. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT 38
ARTICLE 15. OWNER'S RIGHT TO TERMINATE CONTRACT 41
ARTICLE 16. MISCELLANEOUS PROVISIONS 45
ARTICLE 17. COLORADO SPECIAL PROVISIONS 47
SIGNATURE APPROVALS 49

EXHIBITS: SEE DOCUMENTS LISTED AT SECTION 2.11.

CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENT

1. PARTIES. This Agreement is entered into by and between the City of Arvada, a home rule municipal corporation ("Arvada" and/or "Owner"), and SEMA Construction, Inc., having its offices at 7353 South Eagle Street, Centennial, Colorado 80112, engaged to serve as Construction Manager/General Contractor, ("Contractor").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY. This Agreement shall not be effective or enforceable until it is approved and signed by Arvada's City Council or its designee ("Effective Date") but shall be effective and enforceable thereafter in accordance with its provisions. Arvada shall not be liable to pay or reimburse Contractor for any performance or be bound by any provision herein prior to the Effective Date.

RECITALS:

WHEREAS, Arvada requires construction services for the reconstruction of West 72nd Avenue-Simms Street to Kipling Street, ("Project"); and

WHEREAS, authority exists in the law and funds have been budgeted, appropriated, and otherwise made available for payment; and

WHEREAS, Arvada had previously established the Fixed Limit of Construction Cost for the Project in the amount of $52,720,000.00; and

WHEREAS, the Contractor was selected after a determination that its Statement of Qualifications was the most advantageous to Arvada pursuant to a Request for Qualifications issued on September 6, 2019 and awarded on November 18, 2019; and

WHEREAS, on or about December 2, 2019, Arvada and Contractor entered into a Construction Manager/General Contractor ("CM/GC") pre-construction phase agreement for the Project, ("Main Agreement"); and

WHEREAS, on or about March 15, 2021 Arvada and Contractor executed a Construction CM/GC Agreement for Construction Package 1 with a Construction Agreed Price ("CAP") of

$1,371,181.73 which was within the Fixed Limit of Construction Cost as established by the Owner, ("Construction Package 1"); and

WHEREAS, on or about April 5, 2021, Arvada and Contractor executed the first amendment to the Construction Package 1 Agreement extending the date to complete the work to October 31, 2021, ("First Amendment"); and

WHEREAS, on or about October 21, 2021 Arvada and Contractor the second amendment to the Construction Package 1 Agreement 1 extending the date to complete the work to June 6, 2022, ("Second Amendment");

WHEREAS, On or about March 10, 2022, Arvada and SEMA entered into a CM/GC for Construction Package 2 ("CP2") for the Project; and

WHEREAS, on or about August 22, 2023, Arvada and SEMA entered into the First Amendment to the CM/GC Agreement to expand the scope of services of CP2 and to increase the CAP by $2,041,518.88 to accommodate the work; and

WHEREAS, on or about March 27, 2024, Arvada and SEMA entered into Change Order No. 1 to the CM/GC to expand the scope of work and increase the CAP for CP2 by $123,950.88 to accommodate the additional storm sewer work for a maximum CAP of $24,802,009.19; and

WHEREAS, on or about August 14, 2024, Arvada and SEMA entered into the Second Amendment to the CM/GC Agreement to extend the existing CP2 time frame an additional one month from August 12, 2024, to September 12, 2024; and

WHEREAS, on or about May 9, 2025, Arvada and SEMA entered into Change Order No. 2 to the CM/GC Agreement to extend the time for completion of the landscaping and irrigation work to Spring 2026; and

WHEREAS, on or about November 21, 2025, Arvada and SEMA entered into the Third Amendment to the CM/GC Agreement to approve the LLTP of steel related to Work anticipated under Construction Package 3 ("CP3") of the Original Agreement and assign an LLTP CAP of $5,314,880.87; and

WHEREAS, Construction Packages 1 and 2 have been completed and at the end of 2025, the City and SEMA Inc. discussed proceeding to Construction Package 3;

WHEREAS, due to significant and prolonged inflation, specifically regarding construction materials, the anticipated price of Construction Package 3 far exceeded the amount originally budgeted for CP3;

WHEREAS, Arvada and SEMA Inc. are working together to consider alternative plans to complete CP3, but Arvada wishes to make short-term improvements to the roadway for the safety and convenience of the community that has been affected by construction in the area for several years;

WHEREAS, Arvada and SEMA Inc. have agreed upon an originally unplanned "Construction Package 4" ("CP4") to remediate the roadway to be safe and in good condition while Arvada and SEMA Inc. continue to consider options regarding CP3.

WHEREAS, Contractor has established a CAP for CP4 of **$3,565,355.67** that is within the Fixed Limit of Construction Cost as established by the Owner; and

WHEREAS, the Contractor and Arvada agreed upon the CAP for CP4 in accordance with the Main Agreement.

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

ARTICLE 1. THE WORK

1.1. Contractor shall complete all Work to complete the Project as specified or indicated in the Contract Documents.

1.2. In the performance of the Work under this Agreement, the Contractor acknowledges that time is critical for Project delivery and that portions of the Work could have their design completed as separate Bid Packages and under construction before other portions of the Work are fully designed. It is further recognized that this accelerated approach to construction utilizing the services of Owner's Representative, and Contractor is a unique concept and that its utilization requires maximum cooperation between all parties. It is also recognized that the Work to be performed by the Contractor and the inter-relationships and coordinative aspects, thereof, are in the developmental state and not fully defined. In furtherance thereof, if there appears to be a duplication, overlap or conflict of the responsibilities of duties between the Owner's Representative, and Contractor or an absence of designation, the question shall be submitted to the Owner in writing for determination. The Contractor shall abide by the decision of the Owner.

1.3. The Contractor agrees to cooperate fully with the Owner, Owner's Representative in the design and construction aspects of the Work to keep within the Owner's monetary limitations, as stipulated above.

1.4. The Contractor understands the relationship of trust and confidence established between it and the Owner and accepts those responsibilities as described in this Agreement. The Contractor covenants with the Owner to furnish its best skill and judgment and to cooperate in furthering the interests of the Owner. The Contractor understands that the Owner is relying on the Contractor's skill and expertise in the area of construction and construction management. The Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to complete the work in an expeditious and economical manner consistent with the interest of the Owner.

1.5. The Contractor and the Owner, Owner's Representative, collectively called the Project Team, shall work during design through to construction completion. The Contractor shall provide leadership to the Construction Team on all matters relating to construction.

1.6. [INTENTIONALLY OMITTED]

1.7. [INTENTIONALLY OMITTED]

1.8. The intent of the Contract Documents is to include all items and services necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and

what is required by any one shall be as binding as if required by all. Work not specifically covered in the Contract Documents shall be required unless such Work is not consistent with the Contract Documents or is not reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. If there are conflicting variances between the Drawings and Specifications, the requirements of the Specifications shall control unless the Owner directs otherwise in writing. Numerous exhibits to be developed over a period of time are to be also attached to and made a part of the Contract Documents, some of which may be in conflict with other exhibits or portions of this Agreement. If there are such conflicts the Contractor shall seek clarification from the Owner in writing.

ARTICLE 2. DEFINITIONS

2.1. "Agreement" or "Contract" shall be considered to be this written Agreement entered into by the Owner and the Contractor for the performance of the Work and payment therefore.

2.2. "Amendment" or "Change Order" is a written amendment to this Agreement signed by the Contractor and the Owner or its authorized agent, issued after the Effective Date of this Agreement, authorizing a change in the Work, the method or manner of performance, an adjustment in the Fixed Limit of Construction Cost, Contract Sum, or the Term.

2.3. "Bid Package" means a substantially complete Plans, Specifications, and Cost Estimate package from which a CAP proposal could be prepared for any Construction Package and which a Bid Package may be advertised through Arvada's procurement process.

2.4. "CM/GC Management Price Percentage" means the fee percentage to be applied to all LLTP CAP and Construction CAP proposals equal to the amount of profit, overhead, and construction general conditions.

2.5. "CM/GC Services" means the services performed by Contractor as specified in Section 3.4.

2.6. "CM/GC Construction Contract" means the contract between the Owner and the Contractor to perform construction activities for any approved Construction CAP.

2.7. "Colorado Labor," as provided in C.R.S. § 8-17-101(2)(a), as amended, means any person who is a resident of the state of Colorado, at the time of the public works project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification. A resident of the state of Colorado is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty days.

2.8. "Constructability Report" means a written report that reviews each Bid Package at agreed upon Milestones for constructability and feasibility, which includes, but is not limited to, a brief cost and risk analysis with regards to constructability.

2.9. "Construction CAP (Construction Agreed Price)" means the maximum amount for which all Work required for each Construction Package, excepting LLTP, shall be accomplished (including CMGC Management Price Percentage). For any Construction CAP to be accepted by the Owner, the Owner's Estimate (ICE) and the Contractor's OPCC must be within a percentage acceptable to the Owner.

2.10. "Construction Package" means the phase of Work performed by the Contractor in the construction of the Work from award of construction contracts for any Bid Package until the final acceptance of such Bid Package by Arvada. Construction Package excludes all Design Services.

2.11. "Contract Documents" consist of the following documents (Exhibits), if there are inconsistencies to project specific details between any of the Exhibits, the most recent in time and mutually approved by the Parties will be controlling.

2.11.1. Contractor shall confirm with Arvada if the intent is not clear between the Exhibits. The Exhibits include the following documents:

2.11.1.1. This Agreement;

2.11.1.2. **Exhibit A** to this Agreement: SEMA CP4 Scope of Work – West 72nd Restoration Project (18-ST-30 (2 Pages);

2.11.1.3. **Exhibit B** to this Agreement: SEMA ARVADA W 72nd CP4 Schedule (1 page);

2.11.1.4. **Exhibit C** to this Agreement: CMGC OPCC1 Cost Model Summary (May 29, 2026) (2 pages).

2.11.1.5. 2.10.2. The current City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements and Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated by reference;

2.11.1.6. Project Special Provisions prepared or issued by Arvada;

2.11.1.7. Detail drawings and Bid Documents prepared or issued by Arvada, Arvada's Engineer/Architect, or other Arvada consultant;

2.11.1.8. Specification Illustrations and attachments;

2.11.1.9. All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications (if any);

2.11.1.10. Construction Agreed Price (CAP) Documents, Drawings and Specifications including Addenda and Modifications (when approved by the Owner);

2.11.1.11. The General Terms and Conditions, Special Conditions, Insurance Requirements, Exhibits, and Addenda (if any) in the RFQ (RFQ-19-W.72nd Ave. - CMGC);

2.11.1.12. Contractor's Response to the RFQ and Proposal, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond, and Certificates of Insurance;

2.11.1.13. Contractor's Baseline Schedule Documents;

2.11.1.14. Notice of Award;

2.11.1.15. Performance and Payment Bond;

2.11.1.16. Notice to Proceed; and

2.11.1.17. Change Orders (if any);

2.12. "Contractor" means the individual, joint venture, partnership, or corporation which has, been selected by the Owner by virtue of its in-house capabilities of budgeting, cost estimating, management and labor relations personnel, the required technical and professional services expertise to work with the Owner in order to help formulate the Project budget, furnish the Owner with the information on construction technology and market conditions to help assure that the Project design stays within the Project budget, Fixed Limit of Construction Cost, and aggregate of LLTP CAPs and Construction CAPs (except for changes made pursuant to Article 9) and manage the procurement effort.

2.13. "Contractor's CM/GC Preconstruction Fee" means the lump sum amount set forth above to be paid by the Owner to the Contractor for Work performed by Contractor through the Design Phase which is equal to the amount of the fees and costs for administrative costs, overhead and profit, including, but not limited to, all resources needed to perform the duties described in the scope of Work.

2.14. "Cost Model" means the open and transparent model that the Contractor develops and uses through the Design Phase so that estimates and assumptions are communicated to the Owner, Owner's Representative, and Independent Cost Estimator.

2.15. “Critical Path Method” or “CPM” means a mathematically based algorithm for scheduling a set of project activities, which is an important tool for effective project management. It involves constructing a model of the project including a list of all activities required to complete the project (typically categorized within a work breakdown structure), the time (duration) that each construction activity will take to completion, and the dependencies between the activities. Using these values, CPM calculates the longest path of planned activities to the end of the project, and the earliest and latest that each activity can start and finish without making the project longer. This process determines which activities are “critical” (i.e., on the longest path) and which have “total float” (i.e., can be delayed without making the project longer).

2.16. “Date of Completion” is the date certified by the Owner when the Work, or designated portion thereof, is complete in accordance with the Contract Documents.

2.17. “Day” as used in the Contract Documents shall mean calendar day unless specifically designated otherwise.

2.18. “Direct Cost of the Work” means those items included in any Construction CAP which, pursuant to the Construction General Conditions, are directly related to construction and not otherwise defined under such Construction Phase.

2.19. “Dispute Resolution” means the process through which the Parties (Owner and the Contractor) agree to resolve any issue related to this Agreement that may result in Disputes and Claims.

2.20. “Disputes and Claims” means all disputes and/or claims concerning contract price, time, payment, and/or interpretation of this Agreement. Disputes and Claims include, but are not limited to, any disagreement resulting from a delay, a Change Order, any Modification, another written order, or an oral order from the Owner, including any direction, instruction, interpretation, or determination by the Owner, interpretations of the Agreement provisions, Drawings, Plans, or Specifications or the existence of alleged differing site conditions.

2.21. “Drawings” mean all Drawings approved by the Owner show the work to be done.

2.22. “Final Acceptance” means the stage in the progress of the Work for any LLTP Package, Design Phase, or Construction Package after Substantial Completion, when all remaining items of Work for such Package have been completed, all requirements of the Contract Documents related to such Package are satisfied and Arvada’s Acceptance Letter for such Package can be issued. Portions of the Package may be separately and partially deemed complete at the discretion of the Owner when that portion of the Package reaches such stage of completion and a partial Arvada Acceptance Letter for such Package can be issued.

2.23. “FIR” means the field inspection review which is the plan review where the Plans and Specifications are thirty percent (30%) completed as specified.

2.24. “Fixed Limit of Construction Cost” is the dollar amount available for the total cost for performance of the aggregate of all LLTP CAPs and Construction CAPs as designed or specified.

2.25. “FOR” means the final office review which is the plan review where the Plans and Specifications are ninety percent (90%) completed as specified.

2.26. “Health and Safety Plan” means a site specific safety and health plan to protect workers, staff, and visitors that protect their health and safety.

2.27. “Independent Cost Estimate” means an independent check of unit prices and overall construction costs at each design milestone that is conducted with the Project design and construction information independent of the Owner and the Contractor.

2.28. “Independent Cost Estimator” or “ICE” means the designee of the Owner tasked to perform the Independent Cost Estimate.

2.29. “Innovation Tracking and Performance Report” means a report that tracks all innovations offered by Contractor and Owner team members. It also tracks the performance of these innovations during any Construction Phase or LLTP of the Project.

2.30. “Instruments of Service” means all documents produced by the parties, including Plans, Specifications, Drawings, opinions, reports, and calculations, which have historically been treated as intellectual property belonging to the party that created it.

2.31. “LLTP” means long lead-time procurements which must be ordered and/or procured in advance of the Construction Phase for which it shall be used.

2.32. “LLTP CAP” means the maximum amount for which any LLTP shall be procured. The CM/GC Management Price Percentage is applied to all LLTP CAP proposals. For any LLTP CAP to be accepted by the Owner, the Owner’s Estimate and the Contractor’s OPCC must be within a percentage acceptable to the Owner.

2.33. “Material Sourcing Plan” means the plan that details how the Contractor will handle bids from material vendors for any LLTP CAP or Construction CAP proposals. This plan is part of the open Cost Model required as part of any Bid Package development.

2.34. “Milestone” means a point in the Design Phase where Plans, Specifications, and estimates are at an agreed completion point. Milestone examples include FIR, FOR, and LLTP CAP or Construction CAP proposals.

2.35. “Modification” includes (1) a written Amendment to this Agreement signed by both parties, (2) a Change Order, or (3) a written interpretation issued by the Owner pursuant to Section 4.2.

2.36. “Notice” shall mean any communication in writing from either contracting Party to the other by such means of delivery that receipt cannot be properly denied.

2.37. “Notice of Termination” means the delivered Notice that informs the Contractor that the Agreement between Arvada and the Contractor is being terminated for the convenience of Arvada or for default pursuant to Article 15.

2.38. “Opinion of Probable Construction Cost” or “OPCC” is the cost to complete the Work for a LLTP or a Construction Phase. This cost includes all labor, materials, equipment, bond premiums, and actual costs of procurement or construction that the Contractor will use for the duration of such LLTP or Construction Phase to complete the Work. Each Opinion of Probable Construction Cost shall be produced in an open book process throughout the Design Phase of the Project so that the Owner and the Independent Cost Estimator can make accurate assumptions, calculate prices, and determine the amount of risk in the Project.

2.39. “Owner,” shall mean Arvada and/or Arvada’s Representative.

2.40. “Pay Estimate” means a request for payment for Work completed on a monthly basis and pursuant to the Standard Specifications.

2.41. “Plans” includes the detailed plans and standard plans, in which calculated dimensions will govern over scaled dimensions.

2.42. “Preconstruction Phase” means the phase of Work in which CM Services, LLTP, and Design Services are performed.

2.43. “Procurement Review Report” means the report detailing any LLTP CAP plans, warranties, liquidated damages, procurement strategies, schedules, and details required for LLTPs.

2.44. “Product Data” are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, cost models, risk registers, communications, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

2.45. “Project” is the total design and construction of the project as identified in Owner’s Scope of Work identified in the RFQ and further detailed in the proposal phase, of which the Work performed under the Contract Documents, is a part, and may include construction by the Owner or by separate contractors.

2.46. “Project Management Software” means the contract-control/project-management software approved by the Owner.

2.47. “Project Schedule” means a CPM schedule that is prepared by the Contractor that shall be used for coordination, for evaluation of progress, for evaluation of changes to the Agreement, and to ensure the timely completion of the Work as called for in the Contract Documents.

2.48. “Owner’s Estimate” means the estimate reviewed and approved by the Owner to be compared to each OPCC in development of a CAP. The Independent Cost Estimate can serve as the Owner’s Estimate if approved by the Owner.

2.49. “Quality Control Plan” means the plan describing the Contractor's plans to ensure quality and compliance in construction.

2.50. “Risk Management Plan” means the plan which includes risk identification, assessment, and completion of a Risk Register detailing risks, mitigation, and the assigned responsibility for each risk.

2.51. “Risk Register” means a listing of risks and opportunities, risk assessments, and an evaluation of mitigation and responsibility for those risks.

2.52. “Rough Order of Magnitude” or “ROM” means an estimation of a project’s level of effort and cost to complete. A ROM estimate takes place very early in a project’s life cycle and is used to validate design decisions and decide between various design options.

2.53. “Samples” are physical examples which illustrate materials, equipment, or reasonable workmanship, and establish standards by which the Work shall be judged.

2.54. “Schedule of Bid Items” is part of the Contract Documents for any LLTP CAP or Construction CAP proposals, which includes an itemized description of the Work by division and section of the Specifications. The format will be an electronic EBS file submitted to the Owner by flash drive, CD, or electronic submittal.

2.55. “Shop Drawings” are drawings, diagrams, schedules, and other data specifically prepared for the Work by the Contractor or any Subcontractor of any tier, manufacturer, Supplier, or distributor, to illustrate some portion of the Work.

2.56. “Specifications” means the detailed, exact statement of particulars, especially statements prescribing materials and methods; and quality of Work for any LLTP or Construction Package, which include, but are not limited to, Project special provisions and standard special provisions.

2.57. “Subcontractor” means a person, firm, or corporation supplying labor and materials, or only labor, for all or any portion of the Work, under separate contract or agreement with the Contractor.

2.58. “Substantial Completion” or “Substantially Complete” mean the stage in the progress of the Work for any LLTP or Construction Package when the procurement or CM/GC Services are sufficiently complete, in accordance with the Contract Documents as modified by any Amendment or Change Order, so that the Work, or at the discretion of the Owner, any designated portion thereof, is available for its intended use by the Owner and a Notice of Substantial Completion for such phase can be issued. Portions of the phase may, at the discretion of the Owner, be designated as Substantially Complete.

2.59. “Superintendent” means the Contractor’s authorized employee held responsible in charge of the Work.

2.60. “Supplier” means any manufacturer, fabricator, distributor, material man or vendor.

2.61. “Term” means the term of the Agreement, which shall commence as set forth in Section 6.1 and shall end on the final completion date of the Project pursuant to Article 14.

2.62. “Value Engineering” or “VE” means a study or activity that helps to design and provide deliverables that meet the customer needs at the lowest cost while assuming a standard of quality and reliability.

2.63. “Work” means the construction and services required by or reasonably inferable from the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, and includes all labor, materials, equipment and services provided or to be provided by Contractor to fulfill the Contractor’s obligations and to ensure a complete and proper job as intended by the Contract Documents.

2.64. “Worker and Public Safety Plan” means the report detailing how the Contractor will provide a safe work site and provide safety for the travelling public.

2.65. “Working Day” means any day, exclusive of Saturdays, Sundays, and State and federal recognized holidays, on which weather and other conditions not under the control of the Contractor will permit construction operations to proceed with the normal working force engaged in performing those items controlling the completion of the Work.

ARTICLE 3. CONTRACTOR'S SERVICES

The Contractor shall perform the following services under this Agreement in each of the phases described below:

3.1. COMPLETION WITHIN FISCAL AND TIME CONSTRAINTS AND VALUE ENGINEERING

3.1.1. The Contractor expressly recognizes that this Project is being undertaken on an accelerated basis and must be completed within the time and fiscal constraints as set forth throughout the Main Agreement, the Amendments, this Agreement, and its Exhibits. The Contractor further represents to the Owner that by executing this Agreement, it has been fully informed and has thoroughly reviewed: the goals of the Project; the work effort performed to date for the Project, including geotechnical analysis and testing; all of this Agreement's Exhibits and Contract Documents; has been informed of the Owner's general time as well as fiscal constraints and contingencies applicable to the Fixed Limit of Construction Cost; and all of the CM/GC Services and LLTPs to be provided by the Contractor pursuant to the Contract Documents. Based upon this review and analysis and recognizing that the contract for Design Services of the Owner, the Contractor nonetheless represents to the Owner that it shall provide all the necessary services and perform all of the Work within the requirements of the Contract Documents.

3.1.2. To accomplish the objectives set forth in Section 3.1.1, the Contractor has provided consultation throughout the Preconstruction Phase, including, but not limited to, the furnishing of all necessary CM/GC Services and LLTPs. In cooperation with the Owner, the Contractor shall:

3.1.2.1. If OPCCs and/or bids received for the Work contained in any Bid Package could cause the anticipated cost of the Work to exceed the then current OPCC, the Fixed Limit of Construction Cost, any LLTP CAP, any Construction CAP or Schedule of Bid Items, the Contractor shall, at no additional cost to the Owner, provide additional Value Engineering services in conjunction with any and all appropriate items in the OPCC, the Fixed Limit of Construction Cost, any LLTP CAP, any Construction CAP and/or the Schedule of Bid Items for the Work;

3.1.2.2. Prepare preliminary construction schedules and phasing alternatives;

3.1.2.3. In collaboration with the Owner, utilize the previously prepared Risk Management Plan, perform risk assessments, and utilize the Risk Register;

3.1.2.4. With the assistance of the Owner, develop an Innovation Tracking and Performance Report;

3.1.2.5. Develop a Quality Control Plan, a Material Sourcing Plan, a Dewatering Plan, and a Worker and Public Safety Plan;

3.1.2.6. Prepare and submit a Procurement Review Report for each LLTP CAP.

3.2. AVAILABLE FUNDS

3.2.1. The Parties expressly recognize and agree that this Agreement is subject to and contingent upon the continuing availability of funds for the purposes hereof. Arvada voters approved a bond measure in 2018 to fund this project. If the project is unable to be completed in the amount approved by voters, Arvada may immediately terminate this Agreement without liability, including any liability for termination costs. In the event of termination, the Contractor is entitled to payment, in accordance with this Agreement, for Work completed on the Project as of the date of the termination.

3.2.2. The Contractor acknowledges that Arvada is limited in the funds available to design and construct the Project. Should funding of a lesser amount be made available for the Project, the Owner may revise the Project scope consistent with the ultimate appropriation.

3.2.3. Payments pursuant to this Agreement shall be made only from available funds encumbered for this Agreement and Arvada's liability for such payments shall be limited to the amount remaining of such encumbered funds.

3.3. BUDGETING AND FIXED LIMIT OF CONSTRUCTION COST

3.3.1. The parties have furnished a Fixed Limit of Construction Cost as set forth above, which sets forth the dollar amount available for the total OPCC(s) of this Construction Package which includes contingencies for bidding and construction, shared risk contingency pools, force account items, and the CM/GC Management Price Percentage.

3.3.2. The Fixed Limit of Construction Cost may be revised only by approved Amendments and Change Orders issued after execution of the Contract Documents.

3.4. CM/GC SERVICES

3.4.1. The Contractor shall perform those services included, but not limited to, those described in the Contract Documents. In addition and not in limitation, the Contractor shall also perform the other CM/GC Services designated in this Article.

3.4.2. The Contractor shall utilize Microsoft Project or similar software, approved by the Owner, to develop and manage the schedule. The schedule, as agreed to, shall be CPM with reasonable detail to allow for assessment of each Construction Package or LLTP schedule for equipment or materials to be furnished by the Owner or Contractor as agreed, the adequacy of the construction duration/period, critical paths among the activities for the building systems, peak manpower requirements, and crunch points within the Project's logic/critical path. As part of each FOR review and OPCC, this preliminary schedule shall be updated by the Contractor to reflect the work described in any FOR documents, and shall be utilized by the Owner to assess each LLTP CAP

and Construction CAP proposal. The Project Schedule will be updated at other Milestone dates as agreed at the Project Scoping Workshop.

3.4.3. The Contractor shall attend all regular Project status meetings with the Owner and such additional meetings as the Owner may request. All regular meetings shall be scheduled by the parties with the agreement of the Contractor and approval of the Owner. All additional meetings shall be scheduled by the Owner.

3.4.4. The Contractor shall investigate and recommend materials and equipment that could be purchased by the Owner or the Contractor as agreed; consider LLTP opportunities, and mass purchasing power in making such recommendations; recommend a schedule for such purchases after coordination with the Owner in the schedule for preparation of Contract Documents; and expedite and coordinate delivery of these purchases to facilitate their delivery by the required dates.

3.4.5. The Contractor shall provide the requirements and assignment of responsibilities for safety precautions and programs as required for the execution of the Work, temporary project facilities, and for equipment, materials and services for common use of Subcontractors and verify that all are included in the Contract Documents.

3.4.6. The Contractor shall provide, not later than the first of each month, a monthly report documenting the current status of the Project's schedule, OPCC updates, requests for information, submittals, manpower, safety, and other pertinent information. The report shall be separate from the monthly schedule update/report. The report shall include a narrative discussion of the progress achieved, activities anticipated for the next month, and issues that are affecting the rate of progress. Progress photographs for any LLTP Package shall be attached/included.

3.4.7. If the Contractor or any of its Subcontractors of any tier participating in Construction reviews observes that any of the Contract Documents are at variance with applicable laws, statutes, building codes, industry standards, ordinances, rules or regulations, in any respect, the Contractor shall promptly notify the Owner in writing, noting the applicable Drawing, Plan or Specification, and recommend an appropriate alternative for correcting the Contract Document.

3.4.8. All reviews by the Contractor shall include written responses and redlined documents that detail recommendations, changes, and questions.

3.5. [INTETIONALLY OMITTED]

3.6. CONSTRUCTION SERVICES

3.6.1. The Contractor shall, in a good and workmanlike manner at his own cost and expense, and strictly in accordance with this Agreement, furnish all materials and do work not herein specifically

excepted, necessary or incidental to the complete construction of Construction Package 4. The work is described in the plans and specifications for the project described.

3.6.2. Except for contract changes approved by Arvada in accordance with Article 9 of this Agreement, the CAP will not be increased. The Contractor assumes all risk for performance of the work for the specified Construction Package, including management of its subcontractors, suppliers, and any associated cost impacts over and above the CAP.

3.7. ADMINISTRATION

3.7.1. The Owner shall provide administration of this Agreement as described throughout this Agreement.

3.7.2. [INTENTIONALLY OMITTED]

3.7.3. Except where expressly provided to the contrary in the Contract Documents, the Contractor's contact person shall forward all communications in writing and all documents to the Owner's contact person as listed below:

Party	**Contact**
Owner: City of Arvada	R. Britton Thomas
Contractor: SEMA Construction, Inc.	Geoff Mestas

3.8. ACCESS TO WORK

3.8.1. The Owner shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide safe and reasonable facilities for such access so that the Owner may exercise their rights and perform their functions under the Contract Documents.

3.8.2. During all phases of the Work and services to be provided hereunder the Contractor agrees to establish a working office at a place agreeable to the Owner and permit duly authorized agents and employees of Arvada to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

3.9. [INTENTIONALLY OMITTED]

3.10. [INTENTIONALLY OMITTED]

3.11. SCHEDULE, COORDINATION, AND COST CONTROL

3.11.1. In the performance of the Work under this Agreement, the Contractor acknowledges that time is of the essence. The Contractor shall begin the performance of CM/GC Services upon receiving a Notice to Proceed to Commence CM/GC Services. The Contractor shall begin the LLTP or the Construction Package upon receiving the Notice to Proceed to Commence LLTP or Construction Package in accordance with Section 6.1. The Contractor shall schedule and coordinate the work of all of its Suppliers on the Project including their use of the site. The Contractor shall keep the Suppliers informed of the Project Schedule to enable the Suppliers to plan and perform the work properly. The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve completion of the Work prior to the Date of Completion specified in Section 6.3, as adjusted by Change Orders and Amendments.

3.12. PRELIMINARY PROJECT SCHEDULE

3.12.1. Detailed Project Schedules for Construction CAP Bid Packages are included in the Contract Documents.

3.12.2. Upon acceptance by the Owner, the most current Project Schedule shall be used as a basis for determining progress payments.

3.12.3. Technical Requirements:

3.12.3.1. The Project Schedule shall be developed utilizing commercially available scheduling software as approved by the Owner. The level of detail of the Contractor's schedule shall be a function of the complexity of the Work involved. The Milestones and total number of activities shall be subject to approval by the Owner. The activities and resource loading will correspond with the Cost Model as required by Contract Documents.

3.12.3.2. Schedule activities shall be cost-loaded as agreed to and the assigned dollar value (cost loading) of each activity of the network shall cumulatively equal the total of the CAP. Costs for mobilization, bonds, permits, insurance costs may be shown separately. For any items that the Contractor intends to bill for stored materials, these items need to be shown as separate material procurement activities in the schedule and the material dollars only placed on these activities. Billing for stored materials on any other schedule activities not broken out in this manner shall not be allowed. General and administrative cost, overhead, and profit shall not be included within the cost loading and payment for these costs/fees shall be administered separately by the CM/GC Management Price Percentage.

3.12.3.3. The Contractor shall assign manpower loading as agreed to for each activity of the network. In addition, the Contractor shall prepare and submit a separate manpower summary analysis in graphic format depicting manpower by Subcontractor and aggregate. The graph(s) shall show the number of man-days of effort, by month, over the duration of the Project Schedule for each LLTP or Construction Package.

3.12.3.4. For all major equipment and materials fabricated or supplied for this Project, the network shall show a sequence of activities including, preparation of Shop Drawings and Samples submissions, review and approval of Shop Drawings and Samples, shop fabrication and delivery, erection or installation, and testing of equipment and materials.

3.12.4. Submittals:

For the preliminary or detailed Project Schedule submittals, as well as for each Project Schedule update, the Contractor shall submit the following:

3.12.4.1. Electronic copies of schedule reports, to include the following minimum items:

3.12.4.1.1. Cost report showing activity dollar value, dollar value of Work in place (to-date), and dollar value for current period;

3.12.4.1.2. Cost report showing activity dollar value, dollar value of Work in place (to-date), and dollar value for current period summarizing to Schedule of Bid Items;

3.12.4.1.3. Resource report showing man-day allocations by specific trade on each activity;

3.12.4.1.4. Variance report comparing current dates to target dates;

3.12.4.1.5. Cash flow report showing monthly projections of expenditures.

3.12.4.2. A narrative schedule report documenting:

3.12.4.2.1. Description of the actual Work accomplished during the reporting period;

3.12.4.2.2. Description of any problem areas;

3.12.4.2.3. Description of current and anticipated delays with recommended corrective actions to mitigate such delays;

3.12.4.2.4. A list of proposed modifications, additions, deletions, and changes in logic to the approved construction schedule;

3.12.4.3. A Contractor's schedule to the Owner in an electronic format.

3.12.4.4. The Contractor shall utilize Microsoft Project or similar software agreed to by the Owner, to prepare and keep current, for the Owner's approval, a time schedule of submittals in a submittal log which is coordinated with the Contractor's detailed Project Schedule and allows the Owner a reasonable time to review submittals.

3.12.5. Schedule Management

3.12.5.1. Progress Meetings: Progress meetings will be held in a number per week or month mutually agreed to by the Owner and the Contractor, a meeting shall be held to assess the progress achieved by the Contractor during previous work week, discuss and resolve issues affecting progress, and review the critical activities anticipated for the following two weeks. The Contractor is to provide short interval schedules documenting the activities to be accomplished during the past week and the activities forecast for the next two weeks.

3.12.5.2. Monthly Project Review Meetings: Once each month on or about the 25th of the month, a meeting shall be held to review a draft Pay Estimate and Project Schedule update, assess and agree to the progress achieved by the Contractor during the previous month, discuss and resolve issues affecting progress, and review the critical activities to be accomplished during the following 90 days. The Contractor is to provide a draft Pay Estimate and Project Schedule update reflecting the Work accomplished during the previous month.

3.12.5.3. Monthly Schedule Reporting: After the monthly Project review meeting, but not later than the 28th of the month, the Contractor shall update the preliminary or detailed Project Schedule and submit the Pay Estimate.

3.12.5.4. Schedule Modifications: If, as a result of the monthly schedule update, it appears the preliminary or detailed Project Schedule no longer represents the actual-/logical progression of the Work or the Contractor's plan for prosecution and progress of the Work, the Owner shall require the

Contractor to submit a revision to the preliminary or detailed Project Schedule. Such revisions to the preliminary or detailed Project Schedule shall not alter any of the Milestone dates unless approved by the Owner.

3.12.5.5. Schedule Impacts, Schedule Delays, Time Extensions: During the course of the Project, it may be appropriate to revise the preliminary or detailed Project Schedule to incorporate impacts or delay issues into the Project Schedule. If the Contractor feels it has encountered schedule impacts that it feels may warrant a time extension, it shall present an impacted Project Schedule in accordance with Article 6, to the Owner supporting its claim.

3.12.5.6. Recovery Schedule: If progress falls behind schedule dates, the Contractor shall prepare a recovery schedule indicating its revised plan to assure the timely completion of the Work. The recovery plan shall be subject to the Owner's approval.

ARTICLE 4. DRAWINGS, PLANS, AND SPECIFICATIONS

4.1. PROCUREMENT OF AND RIGHTS IN DATA, DOCUMENTS, AND COMPUTER

4.1.1. Any software, research, reports, studies, estimates, data, photographs, negatives or other documents, Plans, Drawings, Specifications, memoranda, computation sheets or materials prepared by Contractor in the performance of its obligations under this Agreement shall be the exclusive property of Arvada without restriction and all such materials shall be delivered to the Owner by the Contractor upon completion, termination, or cancellation of this Agreement. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this Agreement without the prior written consent of the Owner; provided, however, that Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the Work. Copies of said documents may be retained by the Contractor, but shall not be made available to other individuals or organizations without prior written approval of the Owner. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

4.1.2. The Drawings, Plans, and Specifications and other documents are to be used only with respect to this Project and are not to be used on any other project. With exception of one contract set for each Party to this Agreement, such documents are to be returned or suitably accounted for to the Owner on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is to be approved by the Owner.

4.2. REVIEW OF THE CONTRACT DOCUMENTS

4.2.1. The Contractor shall carefully study and compare the Contract Documents and shall immediately report to the Owner any error, inconsistency, or omission that may be discovered. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Drawings, Plans, Specifications, RFI Responses, Details, instructions, Shop Drawings, Product Data, or Samples for such portion of the Work.

4.2.2. If the Contractor or any of its Subcontractors of any tier observes that any of the Contract Documents are at variance with applicable laws, statutes, building codes, ordinances, industry standards, rules, or regulations, in any respect, the Contractor shall immediately notify the Owner in writing, and any necessary changes shall be accomplished by appropriate Amendment or Change Order.

4.2.3. If the Contractor or any of its Subcontractors of any tier perform any Work with knowledge or reason to know that it is contrary to any laws, statutes, building codes, ordinances, industry standards, rules, or regulations, and does not notify the Owner, as required in Sections 4.2.1 and 4.2.2, the Contractor shall assume full responsibility therefor and shall bear all costs attributable therefor.

4.3. INTERPRETATIONS

4.3.1. The Owner shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.

4.3.2. The Owner shall render interpretations consistent with the intent of, and reasonably inferable from the Contract Documents, consisting of additional instructions by means of Drawings, Plan, Specifications or otherwise, necessary for the proper execution or progress of the Work, in accordance with agreed upon time limits and otherwise so as to cause no unreasonable delay. The Contractor may make written request to the Owner for such interpretations and decisions.

4.4. SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.4.1. The Contractor shall furnish for approval, all Samples as directed by the Owner. The Owner shall check and approve such Samples with reasonable promptness.

4.4.2. The Contractor shall prepare, review, approve, and submit to the Owner, with reasonable promptness and in such sequence as to cause no unreasonable delay in the Work or in the work of the Owner or any separate Contractor, all Samples and sufficient copies of all Shop Drawings and Product Data required by the Contract Documents. Specific quantities, format, size, etc. of Samples, Shop Drawings, and Product Data shall be described in the Contract Documents prepared

by the parties. All Shop Drawings shall contain identifying nomenclature and each submittal shall be accompanied by a letter of transmittal identifying in detail all enclosures.

4.4.3. By preparing, approving, and submitting Shop Drawings, Product Data, and Samples, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, or shall do so with reasonable promptness, and has checked and coordinated the information contained within such submittal with the requirements of the Work, the Project, the Contract Documents, and prior approvals.

4.4.4. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the parties approval of Shop Drawings, Product Data, or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner have both given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, or Samples by the Owner's approval of them.

4.4.5. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, or Samples, to revisions other than those requested by the Owner on previous submittals.

4.4.6. No portion of the Work requiring submission of a Shop Drawing, Product Data, or Sample shall be commenced until the submittal has been approved by the Owner.

4.4.7. All such portions of the Work shall be in accordance with approved submittals. Work which is improperly fabricated, whether through incorrect Shop Drawings, faulty workmanship or materials, shall not be acceptable unless previously accepted in writing by the Owner.

4.4.8. The Owner will review and approve or take other appropriate action upon the Contractor's submission of any document such as Shop Drawings, Product Data, and Samples, but only for conformance with the design concept of the Work and the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no unreasonable delay. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Any and all approved substitutions shall be coordinated with the Contract Documents and all prior approvals.

4.4.9. Transmittal of copies of Shop Drawings, Product Data and Samples to the Owner is solely for convenience of the Owner and shall neither create nor imply a responsibility or duty of review by the Owner.

4.5. CONFIDENTIALITY

4.5.1. The Contractor understands that all services hereunder are confidential in character, and that as such, details and investigative results are not to be divulged in whole or in part at any time in the form of press releases, public statements, and publication in technical papers by the Contractor, its agents, employees or representatives.

4.5.2. Similarly, no detailed information about the Project shall be tendered to property owners, speculative and promotional interests or to the general public without written authority from Arvada.

ARTICLE 5. THE OWNER RESPONSIBILITIES

5.1. THE RESPONSIBILITIES

5.1.1. The Owner has furnished Contractor with the Fixed Limit of Construction Cost established for the Work.

5.1.2. The Owner shall designate a representative authorized to act on its behalf with respect to the Project.

5.2. [INTENTIONALLY OMITTED]

5.2.1. The Contractor shall be furnished, without charge copies of the Drawings, Plans and Specifications for each LLTP or Construction Package. Additional sets, as mutually agreed upon to meet construction needs, shall be a direct cost of Work. The Owner's preference is to use electronic copies when possible to minimize unnecessary paper files.

5.2.2. The Owner shall furnish the site of the Project, all necessary surveys describing the physical characteristics, legal limitations, utility locations, and a legal description.

5.2.3. The Owner shall identify and make available to Contractor copies of reports of geotechnical explorations and tests of subsurface conditions at the site which have been utilized in preparing the Drawings, Plans, and Specifications. The Owner does not represent that these reports show completely and accurately the existing conditions and the Owner does not guarantee any interpretation of the reports. The Contractor expressly assumes all responsibility for assumptions, deductions and conclusions which may be made as to the nature of the materials to be excavated, and the difficulties of making and maintaining the required excavations, and of doing other work affected by the geology of the site of the Work, including dewatering.

5.2.4. The Owner shall secure and pay for necessary approvals, temporary easements, permanent easements, assessments, and acquisitions.

5.2.5. The Owner shall furnish such legal, accounting, and insurance counseling services as may be necessary for the Project and such auditing services as the Owner may require ascertaining how or for what purposes the Contractor has used the monies paid to it under this Agreement.

5.2.6. The services, information, surveys, and reports required by Sections 5.1.3 through 5.1.8 shall be furnished on a timely basis and at the Owner's expense, and except as may be provided to the contrary elsewhere in this Agreement, the Contractor shall be entitled to rely upon the accuracy and completeness thereof.

5.2.7. The Contractor recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Contractor has and shall make reasonable allowance in its performance of the Work for such additional time as may be required for approvals and decisions by the Owner.

ARTICLE 6. TIME OF COMMENCEMENT AND COMPLETION

6.1. COMMENCEMENT

6.1.1. The Parties' performances under this Agreement shall commence on the Effective Date but no work shall be performed prior to the Contractor's receipt of a Notice to Proceed.

6.1.2. The procurement of any LLTP is expressly conditioned upon and shall not commence until:

6.1.2.1. The applicable LLTP CAP has been approved and accepted by the Owner and added to this Agreement by Amendment;

6.1.2.2. The date for completion of the LLTP has been approved and accepted by the Owner;

6.1.2.3. All required Performance Bonds and Payment Bonds and Insurance Certificates have been approved and accepted by the Owner; and

6.1.2.4. Notice to Proceed to commence Construction Package 4 has been issued by the Owner and made a part of the Contract Documents.

6.1.2.5. If any of the preceding material conditions to be performed by the Contractor have not been fully satisfied by reason of any act or omission on the part of the Contractor through no fault of the Owner, the Owner shall give the Contractor written notice of any and all such deficiencies and allow 10 days from the date of such notice to correct and cure such deficiency or deficiencies, and if the deficiency or deficiencies are not fully corrected and cured within the 10 day period, the Owner may declare the Contractor to be in default of this Agreement.

6.1.3. The commencement of any Construction Package is expressly conditioned upon and shall not commence until:

6.1.3.1. The applicable Construction CAP and associated Schedule of Bid Items have been approved and accepted by the Owner;

6.1.3.2. A CM/GC Construction Contract for such Construction Package has been issued, signed, and executed;

6.1.3.3. The date for completion of the Construction Package Work has been approved and accepted by the Owner;

6.1.3.4. It is in accordance with the standard special provisions (as included in any Specifications);

6.1.3.5. All required Performance Bonds and Payment Bonds and Insurance Certificates have been approved and accepted by the Owner; and

6.1.3.6. A Notice to Proceed to commence the Construction Package has been issued by the Owner as part of the CM/GC Construction Contract.

6.1.3.7. If any of the preceding material conditions to be performed by the Contractor have not been fully satisfied by reason of any act or omission on the part of the Contractor through no fault of the Owner, the Owner shall give the Contractor written notice of any and all such deficiencies and allow 10 days from the date of such notice to correct and cure such deficiency or deficiencies, and if the deficiency or deficiencies are not fully corrected and cured within the 10 day period, the Owner may declare the Contractor to be in default of this Agreement.

6.2. TIME OF ESSENCE

6.2.1. Time is of the essence of this Agreement. The Contractor shall begin the Work on the Effective Date. The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve completion of the Work by the Termination Date.

6.3. COMPLETION DATE

6.3.1. The Date of Completion for performance hereunder shall be established:

6.3.1.1. The initial Date of Completion for any LLTP or any Construction Package is stated in the Amendment incorporating the applicable Bid Package.

Amendments to such Date of Completion are made by approved Amendments to the applicable Bid Package.

6.3.1.2. The initial Date of Completion for CM/GC Services is the Termination Date.

6.3.1.3. The date of completion of any LLTP or Construction Package will be as set in the specific LLTP or Construction Package specifications.

6.4. DELAYS AND EXTENSIONS OF TERM AND FOR COMPLETION OF WORK

6.4.1. Extensions of the Term of this Agreement will be granted only to the extent that the critical path was delayed or the time allowed for any activity or activities affected exceed the identified available float or slack that occurs, or should occur, along the channels involved.

6.4.2. Subject to the limitations as provided in Section 6.4.1, if the Contractor is delayed at any time in the progress of the Work by any act or omission of the Owner, or of any employee of Owner, or by any separate contractor that is not a Subcontractor of the Contractor, or by changes ordered in the Work, or by strikes, lockouts, fire, unusual delay in transportation, directed suspensions of the Work pursuant to Section 6.5.1, unavoidable casualties, or any other causes beyond the Contractor's control, the Term of this Agreement shall be extended by the Owner for such period of time as the Owner may determine based upon the Contractor's showing of the delay to the critical path in accordance with Section 6.4.1 and that it could not have avoided the delay by the exercise of due diligence.

6.4.3. If adverse weather conditions are the basis for a claim for an extension of the Term of this Agreement, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and that the weather conditions complained of had an adverse effect on the critical path. Substantiation shall be based on a comparison of current conditions with recorded conditions for the same time period over the duration of the past 10 years.

6.4.4. If the Contractor intends to assert a claim for an extension of the Term of this Agreement, the Parties shall use Dispute Resolution pursuant to this Agreement.

6.4.5. If no schedule is prepared fixing the dates on which various detail Drawings, Plans, Specifications and instruction (not including final construction documents to be released for construction) will be needed, no extension to the term of this Agreement shall be allowed for failure to furnish such Drawings, Plans, Specifications or instructions as needed, except in respect of that part of any delay in furnishing Drawings, Plans, Specifications or instructions extending beyond a period of two (2) weeks after written demand for such Drawings, Plans, Specifications or instructions is received by the Owner. In any event, any claim for an extension of the term of

this Agreement for such cause shall be recognized only to the extent of the delay directly caused by failure to furnish Drawings, Plans, Specifications or instructions pursuant to schedule, or such two (2) weeks demand, without fault on the part of the Contractor or those for whom the Contractor is responsible.

6.5. TEMPORARY SUSPENSION OF THE WORK

6.5.1. The Owner shall have the authority to suspend the Work (each a "Suspension of Work"), either wholly or in part, for such period or periods as it may deem necessary due to:

6.5.1.1. Unsuitable weather;

6.5.1.2. Faulty workmanship;

6.5.1.3. Contractor's material and substantial failure to carry out orders or to perform any provision of the Contract Documents;

6.5.1.4. Conditions which are considered unfavorable for the prosecution of the Work; or

6.5.1.5. Any other reason, with or without cause, including but not limited to the availability of funding for the Project as well as any other construction projects and the need to allocate funds between them.

6.5.2. If it should become necessary to suspend the Work for an indefinite period, the Contractor shall store all materials in such manner that they shall not become an obstruction or become damaged in any way; and it shall take every precaution to prevent damage to or deterioration of the Work, provide suitable drainage, and erect temporary structures where necessary.

6.5.3. Such notice of Suspension of Work shall be in writing and the Contractor shall again proceed with the Work when so notified in writing.

6.6. LIQUIDATED DAMAGES

6.6.1. See Table Below:

Original Contract Amount		Daily Charge
From More than	To and Including	
$ 0	$ 150,000	$ 500
150,000	250,000	600
250,000	500,000	800
500,000	1,000,000	1400
1,000,000	2,000,000	2000
2,000,000	4,000,000	3300
4,000,000	10,000,000	3900

Over $10,000,000 - daily charge will increase by $300 increments for each $1,000,000 over $10,000,000.

6.6.2. The Contractor and the Contractor's surety shall be jointly liable for and shall pay the Owner, or the Owner may withhold, the sums hereinafter stipulated as liquidated damages for each calendar day of delay in the entire Project resulting from delays in any LLTP or Construction Package, which is determined by when such LLTP or Construction Package is, 1) Complete, and the Notice (or all Notices) of Completion are issued, 2) Complete and accepted, or 3) both. Delay in Substantial Completion shall be measured from the date of the Notice to Proceed to commence LLTP or Construction Package, and delay in final completion and acceptance shall be measured from the date of the Notice of Completion for such LLTP or Construction Package.

6.6.3. The Parties expressly agree that said amounts are a reasonable estimate of the presumed actual damages that would result from any of the breaches listed, and that any liquidated damages that are assessed have been agreed to in light of the difficulty of ascertaining the actual damages that would be caused by any of these breaches at the time this Agreement was formed.

ARTICLE 7. SUBCONTRACTS

7.1. SUBCONTRACTING

7.1.1. Any Subcontractor retained by the Contractor and any and all subcontracts entered into by the Contractor for any Work performed under this Agreement and any Modifications hereto are subject to prior approval by the Owner. The Contractor shall not engage the services of any persons then in the employ of the Owner for Work covered by the terms of this Agreement without the written consent of the Owner. All subcontracts, exceeding $10,000.00 in cost, shall contain the provisions included in Article 17.

7.2. SUBCONTRACTING REQUIREMENTS

7.2.1. The Contractor shall comply with all applicable requirements of the Contract Documents relating to Subcontracts, and shall ensure that its Subcontractors (at all tiers) comply with all applicable requirements of the Contract Documents relating to subcontracting. The Contractor shall not add, delete, or change the role of, any Subcontractor without the prior written approval of the Owner.

7.3. ASSIGNMENT OF SUBCONTRACT RIGHTS

7.3.1. Each Subcontract shall provide that, pursuant to terms in form and substance satisfactory to the Owner: (i) the Owner is a third party beneficiary of the Subcontract and shall have the right to enforce all terms of the Subcontract for its own benefit; and (ii) all guarantees and warranties, express and implied, shall inure to the benefit of the Owner as well as the Contractor. Any acceptance of assignment of a Subcontract from the Owner, its successor(s), or assign(s) shall not operate to make the assignee(s) responsible or liable for any breach of the Subcontract by the

Contractor or for any amounts due and owning under the Subcontract included in an invoice paid by the Owner.

7.4. CONTRACTOR RESPONSIBLE FOR SUBCONTRACTORS

7.4.1. The Contractor shall be responsible to the Owner for the acts and omissions of its agents and employees, Suppliers, Subcontractors performing Work under a contract with the Contractor, and such Subcontractors' lower tier subcontractors, agents, Suppliers, or employees.

7.5. SUBCONTRACT DATA

7.5.1. The Contractor shall notify the Owner, in writing, of the name and address of, and licenses held by, each Subcontractor (excluding Suppliers), as soon as the potential Subcontractor has been identified by Contractor, but in no event less than 14 days prior to the scheduled initiation of Work by such proposed Subcontractor. Monthly the Contractor shall provide to the Owner a Subcontractor report (including suppliers), divided according to the preconstruction services and construction work, detailing the following:

7.5.1.1. Name of Subcontractor;

7.5.1.2. Total subcontract amount;

7.5.1.3. The amount and type of work completed in recent month;

7.5.1.4. Total payments paid to date;

7.5.1.5. Most recent payment and its date;

7.5.1.6. Payments due; and

7.5.1.7. Status of the work (i.e. in progress, ended, etc.).

7.5.2. The Contractor shall allow the Owner access to all Subcontracts and records regarding Subcontracts, including copies of all Additional Insured endorsements identifying the Owner as an Additional Insured; and shall deliver to the Owner within ten days after receipt of a request from the Owner, copies of all Subcontracts.

7.6. SUBSTITUTION OF SUBCONTRACTORS

7.6.1. The Contractor shall not add, delete, make a substitution or change the role of, any Subcontractor, Supplier, person, or entity previously selected without the prior written approval of the Owner.

7.7. SUBCONTRACTUAL RELATIONS

7.7.1. By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor and Supplier, to the extent of the Work to be performed by the Subcontractor or Supplier, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner. Said agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor or Supplier so that the subcontracting thereof shall not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor or Supplier to enter into similar agreements with their subcontractors and suppliers. The Contractor shall make available to each proposed Subcontractor or Supplier, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor or Supplier shall similarly make copies of such Contract Documents available to their sub-subcontractors.

7.8. OWNER/SUBCONTRACTOR RELATIONSHIP

7.8.1. The Parties recognize that the bidding and subcontracting procedures prescribed herein are intended to promote pricing of the Work that shall be fair and reasonable and based on full and open competition. Nothing contained in the Contract Documents, including this Agreement, shall be deemed to create any contractual relationship between any Subcontractor or Supplier of any tier and the Owner.

7.9. PAYMENTS TO SUBCONTRACTORS

7.9.1. Monthly Work Product Review: On a monthly basis, the Contractor shall review the work product of each lower tier subcontract or supplier participating on the project and document the monthly work product review as part of the Subcontractor Data report required in 7.5.1. Any dispute which results in a disagreement regarding the amount of work completed or amount due must be detailed in the documentation. Work shall not be deemed completed or ended if there is an outstanding dispute. The Contractor and Subcontractor or supplier shall both agree to and sign the documentation. If the subcontractor or supplier provides an invoice which is agreed to by the receiving party, such invoice may satisfy this requirement. This procedure must be carried out by all subcontractors and suppliers with lower tier subcontractors and suppliers.

7.9.2. Prompt Payment. The Contractor is responsible for ensuring that all subcontractors and suppliers at every tier are promptly paid. All subcontractors and suppliers must be paid within 30 days of the monthly work product review detailed in 7.9.1.

7.9.3. Good Cause Exception. If the Contractor has “good cause” to delay or withhold a Subcontractor’s progress payment, the Contractor shall notify the Owner and the Subcontractor in writing within seven days after receiving payment from the Owner. The notification shall specify the amount being withheld and provide adequate justification for withholding the payment. The notice shall also clearly state what conditions the Subcontractor must meet to receive payment.

"Good cause" shall include but not be limited to the failure of the Subcontractor to make timely submission of required paperwork.

7.9.4. Subject to Arvada's right to withhold from progress payments any amounts in dispute, and except as expressly stated otherwise in this Section, any disagreement between Arvada and the Contractor relating to this Section 7 shall be subject to a Disputes and Claims process. Failure by Arvada to pay any amount in dispute shall not alleviate, diminish, or modify in any respect the Contractor's obligation to perform under the Contract Documents, including the Contractor's obligation to achieve Final Acceptance in accordance with the Contract Documents, and the Contractor shall not cease or slow down performance under the Contract Documents on account of any such amount in dispute. The Contractor shall proceed as directed by Arvada pending resolution of the dispute. Upon resolution of such dispute, each party shall promptly pay to the other any amount owing.

ARTICLE 8. COMPENSATION

8.1. CONTRACTOR'S CM/GC CONSTRUCTION FEE AND LLTP CAP

8.1.1. All invoices shall be submitted by the Contractor to the Owner for payment pursuant to the terms of this Agreement. The Contractor shall submit its billings such that the cost for each activity or task contained in the Agreement shall be separately shown. Upon approval thereof, Arvada will pay the appropriate amount of each invoice to the Contractor within 30 days of receipt of invoice, if all charges are adequately documented and undisputed. Interest shall be paid on all undisputed and unpaid invoices in accordance with Section 2.32 of Arvada's Standards and Specifications. Progress payments may be claimed on a monthly basis pursuant to the payment format approved in this Agreement.

8.2. CONTRACT SUM

8.2.1. Subject to the provisions of Articles 3, 9, and 16, the compensation for Construction Package 4 services shall be $3,565,355.67.

8.2.2. The Contract Sum shall be the maximum amount payable under this Agreement and the Contract Documents to Contractor by Arvada, from available funds for Construction Package 4. The Contract Sum can only be modified by Amendment.

8.3. PAYMENTS

8.3.1. The City shall pay the Contractor, according to the requirements of the plans and specifications referenced herein and subject to the following paragraph, the amounts required for the completed work at the unit prices set forth in the CAP proposal, and such further amounts as

may be required for extra work or materials, all according to the provisions and subject to the conditions set forth herein.

Payment pursuant to this Contract will be made, from available funds that are currently encumbered for this Contract in a maximum amount not to exceed $3,565,355.67.that includes the CAP (Total Direct Cost of Construction to execute the work pursuant to the plans, specifications, and estimates provided by the City for each Bid Package and a percentage not to exceed the CM/GC Management Fee Percentage).

Any encumbered funds not needed to complete Construction Package 4, through reduced quantities, eliminated pay items, or unused Force Account monies will be retained by the Owner and may be used to fund future construction packages.

8.3.2. Construction CAPs

8.3.2.1. At the time of the agreement and acceptance of each Construction Package, the Contractor shall submit to the Owner a complete, detailed, and itemized Schedule of Bid Items for such Construction Package CAP.

8.3.2.2. Arvada shall pay the Contractor, according to the requirements of the Drawings, Plans, Specifications and Standard Specifications, the amounts required for the completed Construction Package at the unit prices set forth in such Construction Package CAP proposal, and such further amounts as may be required for extra work or materials, all according to the provisions and subject to the conditions as set forth in the Drawings, Plans, Specifications, Standard Specifications, and Project Special Provisions as required in this Agreement.

8.3.3. All payments to Contractor shall be in the form of Pay Estimates.

8.4. CONDITIONS OF COMPENSATION/CONDITION PRECEDENT

8.4.1. Financial obligations of Arvada payable after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted, and otherwise made available.

8.4.2. The Contractor shall submit monthly progress reports and an updated project CPM schedule to the Owner. Failure to submit a progress report may result in non-payment to the Contractor for the month. The progress report and updated project CPM schedule will be reviewed by the Owner. The progress report shall contain, but not limited to, the following:

8.4.2.1. Report on progress of each Work activity or Milestone identified in the Agreement, to show the amount of Work accomplished during the current month and the amount of Work accomplished overall;

8.4.2.2. A report on the time scheduled for each Work activity or Milestone identified in the Agreement to show planned time completion and actual times used to do the Work;

8.4.2.3. A description of the cause for delays beyond the planned completion time of Work activities or Milestones contained in the Agreement;

8.4.2.4. A report on the cost incurred to date on each Work activity or Milestone contained in the Agreement and a comparison to the cost estimates for such Work activity or Milestone;

8.4.2.5. A description of possible remedies to get Work activities or Milestones that are behind schedule, back on schedule, and to get Work activities or Milestones that are exceeding cost estimates, back within planned costs;

8.4.2.6. Documentation of meetings that were held during the subject time period; and

8.4.2.7. A description of problems and concerns that could affect delivery of the Work or Project.

8.4.3. The total cost of the Work including but not limited to the Contactor's LLTP CAPs, Construction Package CAPs and any and all sums claimed by the Contractor to be due as set forth throughout this Agreement, are expressly subject to the limitations set forth in Section 8.4.1 and nothing herein contained shall be construed or understood to commit the Owner to a total expense greater than that which is provided in the appropriation or allocation. Further, no funds appropriated or allocated for any other purpose shall be expended for this Agreement. The Owner agrees not to issue any Modifications which would cause the sums due the Contractor pursuant to this Agreement to exceed the appropriation or allocation for the Work.

8.4.4. Contractor shall not receive payment for any Work without its receipt of the required, appropriate Notice to Proceed.

ARTICLE 9. CHANGES IN THE WORK

9.1. AMENDMENTS AND CHANGE ORDERS

9.1.1. The Owner, with the approval of City Council, without invalidating this Agreement and without notice to any surety, may order extra work or make changes by altering, adding to, or deducting from the Work, the Fixed Limit of Construction Cost, the Contract Sum, any LLTP CAP, Term, or Construction CAP being adjusted accordingly.

9.1.2. Each adjustment in the Work, the Fixed Limit of Construction Cost, the Contract Sum, any LLTP CAP, Term, and Construction CAP resulting from an Amendment shall clearly separate the amount attributable to the cost of the Work and the Contractor's Fee, if any. The Fixed Limit of Construction Cost, Contract Sum, any LLTP CAP, Term, or Construction CAP may be changed only by Amendment.

9.1.3. Any changes in the Work that result in an increase in the Work, the Fixed Limit of Construction Cost, the Contract Sum, any LLTP CAP, Term, and Construction CAP shall be added to this Agreement by an Amendment pursuant to Section 9.1.2.

9.1.4. No extra work or change in the Contract Documents shall be made unless by a written Amendment or Change Order. No claim for any change to the Work, the Fixed Limit of Construction Cost, the Contract Sum, any LLTP CAP, Term, or Construction CAP shall be valid unless so ordered. An Amendment or Change Order signed by the Contractor conclusively establishes the Contractor's agreement therewith, including the adjustment in the Contract Sum, any LLTP CAP, Construction Package CAP, or the Term.

9.1.5. This Agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both Parties in an Amendment.

9.1.6. All Change Orders, changes in estimated quantities, hazardous materials, and differing site conditions will follow Arvada’s Standard Specifications.

9.2. ADJUSTMENTS IN CONTRACT SUM WITHIN A CONSTRUCTION CAP

9.2.1. The value of any change shall be determined in one or more of the following ways:

9.2.1.1. By estimate and acceptance in a lump sum;

9.2.1.2. By unit prices named in the Contract Documents or subsequently agreed upon;

9.2.1.3. By actual cost plus a fixed fee being agreed upon prior to starting the changed Work.

ARTICLE 10. INSURANCE

10.1. GENERAL

10.1.1. REQUIREMENTS

The following listed insurance requirements shall be carried by the selected Contractor for the construction phase of the contract.

10.1.1.1. 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.

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

10.1.1.3. 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.

10.1.1.4. Umbrella Liability of $5,000,000, following form to the Commercial General Liability.

10.1.1.5. Railroad Protective Liability Insurance (RPLI) as required by the Union Pacific Railroad Company (UPRR). Contractor's acquisition of RPLI may be allowed to be delayed with Owner's approval; however, in all cases the Contractor must procure RPLI per the requirements of UPRR for all activities that require it, before any work can be performed inside UPRR right of way.

10.1.1.6. 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, or property Damage.

10.2. ADDITIONAL INSURANCE REQUIREMENTS:

10.2.1. 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.

10.2.2. Issuance of a Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the Contractor fails to submit the required

insurance documents within fifteen (15) calendar days after notice to submit such policies is given to the Contractor by a City representative, the Contractor may be in default.

10.2.3. 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.

10.2.4. 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.

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

10.3. COMPLIANCE

10.3.1. Failure of the Contractor to fully comply with any and all insurance requirements during the Term may be considered a material breach of this Agreement and may be cause for immediate termination of the Agreement at the option of the Owner. The Owner reserves the right to negotiate additional specific insurance requirements at the time of the award.

10.4. MUTUAL COOPERATION

10.4.1. The Owner and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

10.4.2. If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to the Date of Completion of the Work, such occupancy shall not commence prior to the time mutually agreed to by the Owner and the Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. No insurance shall be canceled or allowed to lapse on account of such partial occupancy. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld. The Contractor shall assist the Owner in completing and executing such form(s) as are necessary for approval of occupancy and use, prior to the Owner's possession and use. Any and all areas so occupied will be subject to a final inspection when the Contractor complies with Article 14, Completion, Final Inspection, Acceptance and Settlement.

ARTICLE 11. INDEMNIFICATION

11.1. The Contractor shall indemnify, save and hold harmless Arvada, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney's fees, to the extent such claims are caused by any negligent act or omission of the

Contractor, its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement, but not to the extent such claims are caused by any act or omission of, or breach of contract by Arvada, its employees, agents, other contractors or assignees, or other parties not under control of or responsible to the Contractor.

11.2. In any and all claims against the Owner, its agents or employees, by any employee of the Contractor, any Subcontractor of any tier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Article 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor of any tier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11.3. The obligations of the Contractor under this Article 11 shall not extend to the liability of the Owner, its consultants, agents or employees, arising out of: (1) the preparation or approval of maps, Drawings, Plans, opinions, reports, surveys, Amendments, Change Orders, designs or Specifications; (2) the giving of or the failure to give direction or instructions by the Owner, its consultants, agents or employees, provided such giving or failure to give is the primary cause of the injury or damage; or (3) any acts of the Owner, its consultants, agents or employees outside of the scope of their duties pursuant to the Contract Documents.

ARTICLE 12. CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS

12.1. The Contractor shall furnish a Performance Bond and a Payment Bond on Arvada's approved form, executed by a corporate surety licensed to transact such business in the State of Colorado, each in the full amount of the applicable LLTP CAP or Construction CAP with the Amendment for the addition of the applicable Bid Package to this Agreement. If subsequent Amendments are made to this Agreement which substantially increase the applicable LLTP CAP or Construction Package CAP, increased bond limits shall be furnished by the Contractor upon the acceptance of the increase in the applicable LLTP CAP or Construction Package CAP. The then current bonds shall apply to all Work included within the scope of the applicable LLTP or Construction Package, including but not limited to all prior Work which may have been performed when previous bonds were in effect.

The Amendment for such applicable LLTP or Construction Package shall not take effect or be in force until the Contractor shall have furnished and delivered to Arvada a Payment Bond and Performance Bond, acceptable to Arvada, in a penal sum equal to the nearest integral $100.00 in excess of the applicable LLTP CAP or Construction Package CAP duly executed by a corporate surety, qualified and licensed to do business in Colorado and maintaining a general agent therein.

12.2. The Performance Bond shall remain in effect until at least one year after the date when such LLTP or Construction Package receives Final Acceptance, except as otherwise provided by law or regulation or by the Contract Documents. The Payment Bond shall remain in effect for not

less than the required statutory period. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. All bonds must be acceptable to the Owner.

12.3. The initial Bonds shall be filed with the Owner at the time of execution of the initial, applicable Bid Package.

12.4. If the surety on any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business in the State of Colorado is terminated or it ceases to meet the requirements of Sections 12.1 and 12.2, the Contractor shall within 10 days thereafter, substitute another bond and surety, both of which must be acceptable to the Owner.

12.5. Upon the issuance and acceptance of the Performance Bonds and Payment Bonds, the premium therefore shall be included in the first Pay Estimate for the applicable LLTP CAP or Construction Package CAP. The premiums for all bonds and increases thereto to be provided by the Contractor as well as those Subcontractors required to be bonded by the Contractor shall be included in the applicable LLTP CAP or Construction Package CAP, and the price of each applicable Amendment and Change Order, and the Contractor shall not be entitled to additional compensation therefor.

ARTICLE 13. ACCESS TO WORK AND OBSERVATION

13.1. The Owner shall be in the first instance, the judge of the performance of the Contractor as it relates to compliance with the Contract Documents and quality of workmanship and material.

13.2. The Owner shall make visits to the site appropriate to the stage of construction to become familiar with the progress and quality of the Work, and to determine that the Work is proceeding in accordance with the Contract Documents. Observation may extend to all or any part of the Work and to the preparation, fabrication or manufacture of materials.

13.3. The Owner shall also observe the following for compliance with the Contract Documents:

13.3.1. Shop Drawings; and

13.3.2. Any special testing required in the Contract Documents.

ARTICLE 14. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT

14.1. NOTICE OF COMPLETION

14.1.1. When the LLTP or Construction Package, or a portion of the Work (as hereafter described) which the Owner has agreed to accept separately, is Complete and ready for final inspection, the Contractor shall file a Notice of Completion with the Owner that the Work, or such portion, in the

opinion of the Contractor, is Complete in accordance with the Contract Documents. The Contractor shall prepare and submit with such Notice of Completion a comprehensive list of items to be completed or corrected prior to final payment, which shall be subject to review and additions as the Owner shall determine after inspection. If the Owner believes that any of the items on the list of items submitted, or any other item of Work to be corrected or completed, or the cumulative number of items of Work to be corrected or completed, shall prevent a determination that the Work is Complete, those items shall be completed by the Contractor and the Notice of Completion shall then be resubmitted.

14.2. FINAL INSPECTION

14.2.1. The Owner and the Contractor shall make a final inspection of the Work to determine whether the Work is Complete and has been completed in accordance with the Contract Documents and the Standard Specifications.

14.2.2. The Contractor shall provide the Owner an updated list in sufficient detail to fully outline the following:

14.2.2.1. Work to be completed, if any; and

14.2.2.2. Work not in compliance with the Drawings, Plans or Specifications, if any.

14.2.2.3. A list shall be made by the Owner in sufficient detail to fully outline to the Contractor:

14.2.2.4. Work to be completed, if any;

14.2.2.5. Work not in compliance with the Drawings or Specifications, if any; and

14.2.2.6. Unsatisfactory Work for any reason, if any.

14.2.3. [INTENTIONALLY OMITTED]

14.2.4. The required number of copies of the list shall be countersigned by the authorized representative of the Owner and shall then be transmitted by the Owner to the Contractor. The Owner’s final list shall control over the Contractor's preliminary list.

14.3. NOTICE OF COMPLETION

14.3.1. Notice of Completion shall establish the date of Completion of the Work or portion thereof. The Contractor acknowledges and agrees that because of the public at large, greater care must be taken in establishing the date of Completion than might otherwise be the case to ensure that the Project, the Work or any portion thereof is fully usable and safe for public use.

14.3.2. The Notice of Completion shall not be issued until the following have been fully established:

14.3.2.1. The Work, or portion thereof, has been fully inspected as required by the Drawings, Plans and Specifications, and the overall state of completion is appropriate for presentation to the public; and

14.3.2.2. The Contractor has provided a schedule for the completion of each and every item identified on the list which specifies the Subcontractor or trade responsible for the Work, and the dates the completion or correction of the item shall be commenced and finished, with the exception of only those items which are beyond the control of the Contractor despite due diligence. The schedule shall provide for a reasonable list inspection process. Unless liquidated damages have been specified, the cost to the Owner, if any, for re-inspections due to failure to adhere to the Contractor's proposed list completion schedule shall be the responsibility of the Contractor and may be deducted by the Owner from final amounts due to the Contractor.

14.3.3. Completion of the Work, or portion thereof, shall not be conclusively established by a decision by the Owner to take possession and use of a portion, or all of the Work, where portions of the Work cannot meet all the criteria noted above. Notice of Completion for the Work, or portion thereof, shall, however, only be withheld for substantial reasons when the Owner has taken possession and uses the Work, or portion thereof, in accordance with the Agreement. Failure to furnish the required completion schedule shall constitute a substantial reason for withholding the issuance of any Notice of Completion.

14.3.4. The Contractor shall have the right to request an inspection of any portion of the Work when in the opinion of the Owner a pre-acceptance list can be reasonably prepared, without confusion as to which portions of the Work which might be issued after such portion is accepted. Portions of the Work may be, but shall not necessarily be limited to, such portions of the Work, as separate deliverables where such Work consists of multiple deliverables. In such circumstances, when in the opinion of the Owner, the requirements for issuance of a Notice of Completion can be satisfied with respect to the portion of the Work, a partial Notice of Completion may be issued for such portion of the Work.

14.4. [INTENTIONALLY OMITTED]

14.5. FINAL SETTLEMENT

14.5.1. Final payment and settlement shall be made on the date fixed and published for such payment except as hereafter provided. The Owner shall not authorize final payment until all items on the pre-acceptance list have been completed and the Notice of Final Settlement published.

Before the Owner may issue the Notice of Final Settlement and advertise the Work for final payment, the Contractor shall have corrected all items on the pre-acceptance list except those items for which delayed performance is expressly permitted, subject to withholding for the cost thereof, and shall have delivered to the Principal Representative:

14.5.1.1. All guarantees and warranties;

14.5.1.2. All statements to support local sales tax refunds, if any;

14.5.1.3. Three complete bound sets of required operating maintenance instructions and Shop Drawings;

14.5.1.4. One set of as-built Contract Documents showing all job changes;

14.5.1.5. All required Drawings, Plans, Specifications and reports; and

14.5.1.6. Demonstrated to the operating personnel of the Owner the proper operation and maintenance of all equipment.

14.5.2. Upon completion of the foregoing, the Project shall be advertised in accordance with the Notice of Final Settlement by two publications of such notice, the last publication appearing at least 10 days prior to the time of final settlement. Publication and final settlement should not be postponed or delayed solely by virtue of unresolved claims against the Work or the Contractor from Subcontractors, suppliers or material men based on good faith disputes; the resolution of the question of payment in such cases being directed by statute.

14.5.3. Except as hereafter provided, on the date of final settlement thus advertised, provided the Contractor has submitted a written Notice of Final Settlement to the Owner that no Disputes and Claims are outstanding, and further provided that the Owner shall have received no claims, final payments and settlement shall be made in full. If any unpaid claim for labor, materials, rental machinery, tools, supplies or equipment is filed before payment in full of all sums due the Contractor, the Owner shall withhold from the Contractor on the date established for final settlement, sufficient funds to insure the payment of such claim, until the same shall have been paid or withdrawn, such payment or withdrawal to be evidenced by filing a receipt in full or an order for withdrawal signed by the claimant or his or her duly authorized agent or assignee. The amount so withheld may be in the amount of 125% of the claims or such other amount as the Owner reasonably deems necessary to cover expected legal expenses. Such withheld amounts shall be in addition to any amount withheld based on the cost to complete unfinished Work or the cost to repair defective Work. However, as provided by statute, such funds shall not be withheld longer than 90 days following the date fixed for final settlement with the Contractor, as set forth in the published Notice of Final Settlement, unless an action at law shall be commenced within that time to enforce such unpaid claim and a notice of such action at law shall have been filed with the

Owner. At the expiration of the 90 day period, the Owner shall release to the Contractor all other money not the subject of such action at law or withheld based on the cost to complete unfinished Work or the cost to repair defective Work.

14.6. RECORDS

14.6.1. Maintenance: The Contractor (and any Subcontractor) shall maintain a complete file of all books, records, accounts, and other written or computerized materials which pertain to the accounting and performance of Work, the delivery of services, and the compliance with applicable requirements under this Agreement, and shall maintain such records for a period of three years after the date of termination of the Agreement, or for such further period as may be necessary to resolve any matters which may be pending.

14.6.2. Access: The Contractor (and any Subcontractor) shall permit Arvada and their designated representatives, during normal business hours, to access all books, records, accounts, and other relevant material concerning the Work performed or services provided under this Agreement for the purpose of investigation, audit, and copying to ascertain compliance with, or to detect violation of, any applicable federal and/or State law or regulation or with the terms of the Agreement, or to evaluate performance under the Agreement. All records or information obtained in this manner shall be used only for the purpose described herein, except as otherwise authorized by law.

14.6.3. Subcontracts: For the benefit of Arvada, the Contractor shall include the language of this Section 14.6 in all subcontracts, in order to require the Subcontractor(s) to comply with the record maintenance and access conditions described above.

ARTICLE 15. OWNER'S RIGHT TO TERMINATE CONTRACT

15.1. TERMINATION FOR DEFAULT

15.1.1. General: If the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over its affairs, or if it should fail to prosecute the Work with due diligence and carry the Work forward in accordance with its work schedule or if it should fail to subsequently perform one or more of the provisions of the Contract Documents to be performed by it, the Owner may service written notice on the Contractor and the surety on its Performance Bonds and Payment Bonds, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner may, without prejudice to any other right or remedy, exercise one of such remedies, at once.

15.1.2. Conditions and Procedures:

15.1.2.1. The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of a Notice of Termination

thereof on the Contractor and its surety, whereupon the surety shall have the right to take over and perform the Agreement. If the surety does not commence performance of this Agreement within 10 days after service of the Notice of Termination, the Owner may take over the Work, take possession of and use all materials, equipment, and deliverables on the site, and prosecute the Work to completion by such means as it shall deem best. In the event of such termination of its service, the Contractor shall not be entitled to any further payments under this Agreement until the Work is completed and accepted. If the cost, expenses, and damages to perform the Work, as determined by the Owner, exceed such unpaid balance of the Contract Sum or the applicable LLTP CAP as the case may be, the Contractor and its surety shall pay the difference to the Owner.

15.1.2.2. The Owner may take control of the Work and either make good the deficiencies of the Contractor or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event, the Owner shall be entitled to collect from the Contractor and its surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred in having such deficiencies made good and any damages or expenses incurred through the default of the Contractor, provided the Owner approves the amount thus charged to the Contractor.

15.1.2.3. The Owner may require the surety on the Contractor's Performance Bond to take control of the Work at once and see to it that all the deficiencies of the Contractor are made good, with due diligence. As between the Owner and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the Work, either upon termination of the services of the Contractor or upon instructions from the Owner to do so, the provisions of the Contract Documents shall govern in respect to the Work done by the surety, the surety being substituted for the Contractor as to such provisions, including provisions as to payment for the Work and provisions of this Article as to the right of the Owner to do the Work or to take control of the Work.

15.2. TERMINATION FOR CONVENIENCE OF ARVADA

15.2.1. The performance of Work under this Agreement may be terminated, in whole or in part, by the Owner when the Owner determines that the purposes of the distribution of public funds under this Agreement would no longer be served by completion of the Work. Termination of Work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the

extent to which performance of Work under this Agreement is terminated and the date upon which such termination becomes effective.

15.2.2. After receipt of the Notice of Termination, the Contractor shall cancel its outstanding commitments hereunder covering the procurement of all applicable LLTP and CMGC Services deliverables. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of its outstanding commitments covering all applicable LLTP and CMGC Services and extending beyond the date of such termination to the extent that they relate to the performance of any Work terminated by the Notice of Termination. With respect to such canceled commitments, the Contractor agrees to:

15.2.2.1. Settle all outstanding liabilities, disputes and claims arising out of such cancellation of commitments, with the approval or ratification of the Owner, to the extent it may require, which approval and ratification shall be final for all purposes of this clause; and

15.2.2.2. Assign to the Owner in the manner, at the time and to the extent directed by the Owner, all of the right, title, and interest in the Contractor under the orders and Subcontractors so terminated, in which case the Owner shall have the right, in its discretion, to settle or pay any or all liabilities, disputes and claims arising out of the termination of such orders and subcontracts.

15.2.3. The Contractor shall submit its Termination Claim to the Owner within 90 days after receipt of a Notice of Termination unless one or more extensions in writing are granted by the Owner upon written request of the Contractor within such 90 day period or authorized extension thereof. Upon failure of the Contractor to submit its Termination Claim within the time allowed, the Owner may determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination, and shall thereupon pay to the Contractor the amount so determined.

15.2.4. Costs claimed, agreed to, or determined pursuant to Sections 15.2.3 and 15.2.5 shall be limited to the Contract Sum and the applicable LLTP CAP or Construction Package CAP, and the provisions of Sections 8.6 and 8.8. The sums to be paid to the Contractor shall not include any compensation, loss, or lost profit on Work not performed by the Contractor or any of its Subcontractors of any tier or suppliers.

15.2.5. Subject to the provisions of Section 15.2.3 above, the Contractor and the Owner may agree upon the whole or any part of the amount(s) to be paid to the Contractor by reason of the termination under this section, which amount(s) may include any reasonable cancellation charges thereby incurred by the Contractor and any reasonable loss upon outstanding commitments for applicable LLTP CAP, Construction Package CAP, and CMGC Services which it is unable to cancel; provided, however, that in connection with any outstanding commitments for applicable

LLTP CAP, Construction Package CAP, and CMGC Services which the Contractor is unable to cancel, the Contractor shall have exercised reasonable diligence to divert such commitments to its other activities and operations. Any such agreement shall be embodied in an Amendment to this Agreement, and the Contractor shall be paid the agreed amount.

15.2.6. The Owner may from time to time, under such terms and conditions as it may prescribe, make partial payment against costs incurred by the Contractor in connection with the terminated portion of this Agreement, whenever, in the opinion of the Owner, the aggregate of such payment is within the amount to which the Contractor shall be entitled hereunder.

15.2.7. The Contractor agrees to transfer title and deliver to the Owner, in the manner, at the time, and to the extent, if any, directed by the Owner, such information and items which, if this Agreement had been completed, would have been required to be furnished to the Owner, including:

15.2.7.1. Completed or partially completed Drawings (including as-built Drawings), Shop Drawings, Plans, Specifications, and information; and

15.2.7.2. Materials and equipment produced or in process or acquired in connection with the performance of the Work terminated by the Notice of Termination.

Other than the above, any termination inventory resulting from the termination of this Agreement may, with the written approval of the Owner, be sold or acquired by the Contractor under the conditions prescribed by and at a price or prices approved by the Owner. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this Agreement, or shall otherwise be credited to the price or cost of Work covered by this Agreement, or paid in such other manner as the Owner may direct. Pending final disposition of property arising from the termination, the Contractor agrees to take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor, and in which the Owner has or may acquire an interest.

15.3. AVAILABLE FUNDS CONTINGENCY TERMINATION

15.3.1. The Parties expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds approved by City Council for the purpose of contracting for the Work provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent available funds. If such funds or any part thereof are not available, Arvada may immediately terminate this Agreement without liability, including for termination costs.

ARTICLE 16. MISCELLANEOUS PROVISIONS

16.1. [INTENTIONALLY OMITTED]

16.1.1. EQUAL EMPLOYMENT OPPORTUNITY, LABOR COMPLIANCE, AND ON THE JOB TRAINING. The Contractor confirms that it has an equal employment opportunity policy ensuring equal employment opportunity without regard to race, color, national origin, sex, age, religion or handicap; and that it maintains no employee facilities segregated on the basis of race, color, religion or national origin.

16.2. NON-DISCRIMINATION. The Contractor shall comply with all applicable Legal Requirements that enumerate unlawful employment practices including discrimination because of race, religion, color, gender, age, disability, or national origin. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age or handicap. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, national origin, religion, gender, age or handicap. Such action shall include the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

16.2.1. INCLUSION IN SUBCONTRACTS. The Contractor shall include Sections 7.2.1 in every Subcontract over $10,000 (including purchase orders), and shall require that they be included in all Subcontracts over $10,000 at lower tiers, so that such provisions will be binding upon each Subcontractor.

16.2.2. DISPUTES AND CLAIMS. All Disputes and Claims shall use the appropriate section of Arvada's Engineering Code of Standards and Specifications, currently Section 2.44 but may be subject to change.

16.2.3. EXECUTION OF EXHIBITS. It is contemplated by the Parties that certain exhibits hereto shall not be accomplished or finalized at the time this Agreement is executed as such exhibits must, by the nature of the provisions relative thereto, be executed by the Parties subsequent to the execution of this Agreement. The Parties shall be diligent in accomplishing such exhibits at the earliest appropriate time in accordance with the provisions hereof.

16.2.4. GOVERNMENTAL IMMUNITY. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et. seq., CRS, as now or hereafter amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of Arvada, its departments, institutions, agencies,

boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, et. seq., CRS, as now or hereafter amended.

16.2.5. LEGAL AUTHORITY. The Contractor warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the Contractor to its terms. The person(s) executing this Agreement on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Agreement.

16.2.6. ASSIGNMENTS AND SUBCONTRACTS. Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of Arvada. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by Contractor or Arvada are subject to all of the provisions hereof.

16.2.7. BINDING EFFECT. Except as otherwise provided in Section 16.12, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

16.2.8. COUNTERPARTS. This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

16.2.9. ENTIRE UNDERSTANDING. This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

16.3. CHANGE ORDER PROCESS.

16.3.1. If Arvada wishes to add services, Arvada may so request in writing. Email will suffice as a writing for this purpose. If Contractor is not able to accommodate Arvada, it will promptly notify Arvada.

16.3.2. When both parties have agreed on the contents of a Change Order, both parties shall so indicate by signing the Change Order.

16.3.3. Once a Change Order has been agreed to in writing, signed by the parties, the Change Order shall be deemed a part of this Agreement. Any such Change Orders shall be subject and subordinate to the terms of this Agreement and incorporated herein, unless otherwise agreed to in writing signed by the parties.

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

16.5. TERMS AND CONDITIONS IN SOLICITATION. Contractor affirms that it has read and is familiar with the Contract Documents, including but not limited to the General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, and other RFQ requirements, and agrees to be bound by those terms and conditions

16.6. PERFORMANCE MEASURES. The Performance Measures for this Agreement shall be those proposed by Contractor in its original Response to Arvada's solicitation and accepted by Arvada, which are included in the Contract Documents that are exhibits to this Agreement.

ARTICLE 17. COLORADO SPECIAL PROVISIONS

17.1. CORA DISCLOSURE

17.1.1. [INTENTIONALLY OMITTED]

17.1.2. To the extent not prohibited by federal law, this Agreement and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

17.2. PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES. Financial obligations of Arvada, if any, after the current year, are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for the City of 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.

17.3. GOVERNMENTAL IMMUNITY. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

17.4. INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder 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 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. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind Arvada to any contract, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by Arvada, and (c) be solely responsible for its acts and those of its employees and agents.

17.5. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

[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, City Attorney

By: _____

SEMA CONSTRTUCTION, INC.

_____
Mark Brooks
contracts.co@sema.inc
7353 South Eagle Street
Centennial, CO 80112

EXHIBIT A.

CONSTRUCTION PROJECT CONTRACT CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) SERVICES
CONSTRUCTION PACKAGE 4

WEST 72ND AVENUE – SIMMS STREET TO KIPLING STREET

Scope of Work - West 72nd Ave Restoration Project (18-ST-30)

This is the scope of work to restore W72nd Avenue from Oak Street to Kipling Street during the gap between Construction Packages 2 and 3..

1. **26-WA-02 Plans**
    a. Complete 12" Water Main from Miller Street to W72nd Avenue
    b. Remove 8" water line and hydrant between utility corridor and W72d
    c. Connect 12" CP1 waterline to original 12" main in EB W72nd
    d. Abandon and plug original 12" main from Miller to Oak
2. **Complete Oak St/W72nd Intersection**
    a. ADA ramps at NE and SE corners
        i. Taper asphalt (four lanes wide at ramps but two actual lanes)
        ii. Protect the sprinkler backflow/meter in place.
    b. Complete sidewalk and bike lane along eastside of Oak Street to connect to the sidewalk-bikelane at the SE corner of W72nd. Add delineators for bike lanes along W72nd from Oak Street to Kipling Street. No delineators within UPRR ROW.
    c. Repair and realign sidewalk along northside of 72nd from existing sidewalk to Oak Street NE intersection corner ramp/sidewalk.
        i. Match existing sidewalk width at detached walk in front of greenhouse.
    d. Install inlet at stub of storm sewer NE corner
        i. Zayo to move utility conflict.
        ii. Use planned inlet or similar to others along northside of W72nd.
3. **Correct groundwater drainage at 10555 W72nd (City lot-former water tank)**
    a. Replace inlet plugged for CP2R2 construction and reconnect drain pipes
        i. Inlet Type C or similar to others along northside of W72nd
        ii. Install perforated 5-ft stub to the north.
4. **Repave W72nd from Oak Street to Lee Street**
    a. Pavement in need of replacement.
        i. Mill and overlay
        ii. Includes W72nd Place and W70th Drive neighborhoods
            1. Concrete on W70th Drive
            2. Break out for pavement program.
        iii. Maintenance agreement permit with UPRR
            1. Plan sheet with asphalt in RR property marked out.
        iv. Delineators to separate the sidewalk from vehicles (Kipling Street to RR)
5. **Repair driveway at 10101 W72nd Avenue where relocated utilities went through.**
6. **Replace street light bulbs (luminaires) on CP2 poles due to brightness.**
    a. Install 9600 lumen luminaires with dimulator per CP3 plans

7. **Improve entrance from W72nd into Lincoln Academy**
    a. Sidewalk connecting ramps at NE parking lot
    b. Cobbles around sides of New Nelson
    c. Leave underdrain stub under Old Nelson
    d. Leave storm stub under New Nelson
    e. Widen 72nd Ave at the Lincoln entrance to provide an eastbound left turn lane.
    f. Correct irrigation ditch inlet with ten-foot drop
        i. Remove culvert to make open ditch through Old Nelson
        ii. Remove barricades
        iii. Chainlink fence from New Nelson to wooden Privacy fence
8. **Clean up RR yard (10555 W72nd) and Trailer lot (10355 W72nd)**
    a. Remove landscaping spoils
    b. Spread out asphalt millings
        i. Use for cul-de-sac in plans
    c. Remove pipes, fittings, signs, geofabric, and miscellaneous construction material.
    d. Chainlink fence around trailer lot
        i. Install Gate on Miller
9. **Complete Fences along ROW lines**
    a. 10255 W72nd Avenue
    b. 10585 W72nd Avenue
        1. Per request: Install gate at existing ROW fence for utility access driveway
            a. Build utility driveway per plan
            b. No fence along permanent easement
10. **Final Grade Notes**
    a. Curb ramps, sidewalk extensions, pavement overlays, and gutter replacements are part of the scope of work. Detailed stamped drawings for these elements were not provided as part of this contract. The City will provide direction during construction regarding the limits and locations of paved improvements. Curb ramps will be staked or formed by the Contractor with final grades being established in the field by the onsite Engineer (City or its representatives).

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
Q	MISCELLANEOUS MANHOLE
T	TELEPHONE VAULT
U	UTILITY PEDESTAL
	UTILITY PULL BOX
	POWER POLE
	GUY WIRE
	LIGHT POLE
O_{SP}	SIGNAL POLE
O_{CP}	CATHODIC PROTECTION TEST STATION
	MONITER WELL
	TEST HOLE
	STREET SIGN
	MAILBOX
	POST
	SURVEY MONUMENT
	SURVEY CONTROL POINT
	SURVEY MARKER

GENERAL NOTES:

1. THE TYPE, SIZE, LOCATION, AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THE DRAWINGS UNLESS INDICATED AS TO TYPE OF SUE LEVEL. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY SIZE, HORIZONTAL, AND VERTICAL LOCATIONS OF ALL EXISTING FACILITIES ALONG THE ROUTE OF WORK PRIOR TO CONSTRUCTION AND NOTIFY THE CITY OF ANY DISCREPANCIES. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ANY UTILITIES DURING CONSTRUCTION. FOR INFORMATION CONTACT: UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) – 1–800–922–1987. ANY DAMAGES TO UTILITIES CAUSED BY THE CONTRACTOR OR ANY SUBCONTRACTOR SHALL BE REPAIRED IN A TIMELY MANNER AT NO COST TO THE OWNER.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL CONTRACT DOCUMENTS AS WELL AS THE CURRENT CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS".
3. ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE LICENSED WITH THE CITY OF ARVADA PRIOR TO START OF CONSTRUCTION AND SHALL OBTAIN REQUIRED PERMITTING FROM THE ENGINEERING COUNTER AT CITY HALL.
4. ALL WORK WILL REQUIRE A CITY OF ARVADA ENGINEERING DIVISION CAPITAL IMPROVEMENT PERMIT PRIOR TO THE START OF CONSTRUCTION. ALL CONTRACTORS MUST OBTAIN A CAPITAL IMPROVEMENT PROJECT PERMIT PRIOR TO COMMENCING ANY CONSTRUCTION WORK.
5. ALL CONTRACTORS AND SUBCONTRACTORS SHALL HAVE A CURRENT PRINTED SET OF APPROVED DRAWINGS SIGNED BY THE CITY ENGINEER OR DESIGNEE AND A COPY OF THE CURRENT CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS", ON SITE AT ALL TIMES.
6. THE CITY OF ARVADA MUNICIPAL INSPECTOR SHALL BE NOTIFIED A MINIMUM OF 24 HOURS IN ADVANCE FOR EACH DAY THAT CREWS ARE WORKING BY SCHEDULING INSPECTIONS THROUGH THE CITY'S PERMITTING SYSTEM. FAILURE TO DO SO WILL RESULT IN A STOP WORK ORDER.
7. THE CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT SAFETY INCLUDING, BUT NOT LIMITED TO, TRENCH EXCAVATION AND SHORING, TRAFFIC CONTROL, AND SECURITY.
8. CONTRACTOR SHALL OBTAIN A SITE DISTURBANCE PERMIT FROM THE CITY OF ARVADA PRIOR TO CLEARING, GRADING, OR EXCAVATING A SITE OVER 10,000 SQUARE FEET. ESTIMATED AREA OF DISTURBANCE FOR THIS PROJECT SITE WILL BE APPROXIMATELY 292 SQUARE FEET (0.014 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.

GENERAL ABBREVIATIONS:

CIPP – CURED IN PLACE PIPE
CONC – CONCRETE
D= – DEPTH
EXIST – EXISTING
FH – FIRE HYDRANT
PROP – PROPOSED
SD – STORM DRAIN
TELE–B – TELEPHONE BURIED
TELE–OH – TELEPHONE OVERHEAD
TEMP – TEMPORARY
T.O.P – TOP OF PIPE

CONSTRUCTION LEGEND:

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

(APPROX. LOCATION, EXTRACTED FROM GIS DATA)

APPROVED:

City Engineer — Date: 6/3/2026 — Job Number: 26WA02

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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-02
WATER MAIN REPLACEMENT
W 72ND AVE &
MILLER ST
GENERAL NOTES

ENGINEER
JV
CHECKED BY
JV
DESIGN BY
AMS

SHT **GN1**

G:\PROJECTS\WATER\26WA02–Water Main Replacement (W 72nd Ave – Miller St)\CAD\90% SET\26–WA–02 72nd – Miller – GN – 90%.dwg , Plot Date: 4/10/2026

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 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. EROSION CONTROL MEASURES SHALL 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. EROSION CONTROL MEASURES SHALL BE REMOVED WHEN THEY ARE NO LONGER FUNCTIONAL OR AFTER THE SITE HAS BEEN SUFFICIENTLY STABILIZED AS DETERMINED BY THE STORMWATER INSPECTOR. THE CITY OF ARVADA STORMWATER INSPECTOR MUST BE NOTIFIED PRIOR TO REMOVAL.

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

11. THE CONTRACTOR SHALL IMMEDIATELY CLEAN UP ANY CONSTRUCTION MATERIALS INADVERTENTLY DEPOSITED ON EXISTING STREETS, SIDEWALKS, OR OTHER PUBLIC RIGHTS OF WAY, AND MAKE SURE STREETS AND WALKWAYS ARE CLEANED AT THE END OF EACH WORKING DAY.

12. ALL SOIL STOCKPILES SHALL NOT BE PLACED WITHIN ONE HUNDRED (100) FEET OF A DRAINAGEWAY, WHERE POSSIBLE, AND SHALL BE PROTECTED FROM SEDIMENT TRANSPORT BY APPROPRIATE EROSION CONTROL METHODS. ANY SOIL STOCKPILE THAT WILL BE DORMANT FOR OVER THIRTY (30) DAYS SHALL BE SEEDED.

13. THE STORMWATER VOLUME CAPACITY OF DETENTION PONDS WILL BE RESTORED AND STORM SEWER LINES WILL BE CLEANED UPON COMPLETION OF THE PROJECT AND BEFORE TURNING THE MAINTENANCE OVER TO THE PROPERTY OWNER OR HOMEOWNERS ASSOCIATION (HOA).

14. CITY ORDINANCE REQUIREMENTS MAKE IT UNLAWFUL TO DISCHARGE OR ALLOW THE DISCHARGE OF ANY POLLUTANT OR CONTAMINATED WATER FROM CONSTRUCTION SITES. POLLUTANTS INCLUDE, BUT ARE NOT LIMITED TO DISCARDED BUILDING MATERIALS, CONCRETE TRUCK WASHOUT, CHEMICALS, OIL AND GAS PRODUCTS, LITTER, AND SANITARY WASTE. THE CONTRACTOR SHALL AT ALL TIMES TAKE WHATEVER MEASURES ARE NECESSARY TO ASSURE THE PROPER CONTAINMENT AND DISPOSAL OF POLLUTANTS ON THE SITE IN ACCORDANCE WITH ANY AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.

15. A DESIGNATED AREA SHALL BE PROVIDED ON SITE FOR CONCRETE TRUCK CHUTE WASHOUT. THE AREA SHALL BE CONSTRUCTED SO AS TO CONTAIN WASHOUT MATERIAL AND LOCATED AT LEAST FIFTY (50) FEET AWAY FROM ANY WATERWAY DURING CONSTRUCTION. UPON COMPLETION OF CONSTRUCTION ACTIVITIES THE CONCRETE WASHOUT MATERIAL WILL BE REMOVED AND PROPERLY DISPOSED OF PRIOR TO THE AREA BEING RESTORED.

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

17. TO ENSURE THAT SEDIMENT DOES NOT MOVE OFF OF INDIVIDUAL LOTS SEDIMENT/EROSION CONTROL BMPS SHALL BE INSTALLED AND MAINTAINED AT ONE OR MORE OF THE FOLLOWING LOCATIONS UNTIL THE LOTS ARE LANDSCAPED.
    BELOW ALL GUTTER DOWNSPOUTS.
    OUT TO DRAINAGE SWALES.
    ALONG LOT PERIMETER.
    OTHER LOCATIONS, IF NEEDED.

18. A VEHICLE TRACKING PAD SHALL BE INSTALLED WHEREVER IT IS NECESSARY FOR CONSTRUCTION EQUIPMENT INCLUDING BUT NOT LIMITED TO PERSONAL VEHICLES EXITING EXISTING UNPAVED AREAS ONTO ROADWAYS. NO EARTHEN MATERIALS, I.E., STONE, DIRT, ETC., SHALL BE PLACED IN THE CURB & GUTTER OR ROADWAY AS A RAMP TO ACCESS TEMPORARY STOCKPILES, CONSTRUCTION MATERIALS AND/OR BUILDING SITES.

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

APPROVED:

City Engineer | 6/3/2026 Date | 26WA02 Job Number

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

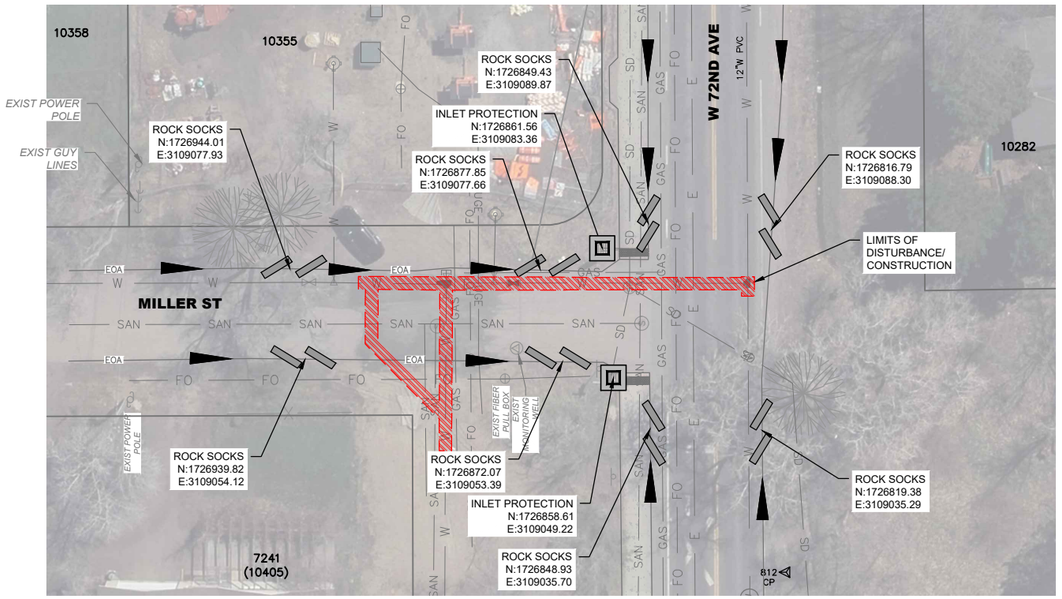
CITY OF ARVADA

PROJECT NO. 26-WA-02
WATER MAIN REPLACEMENT
W 72ND AVE &
MILLER ST
GENERAL NOTES

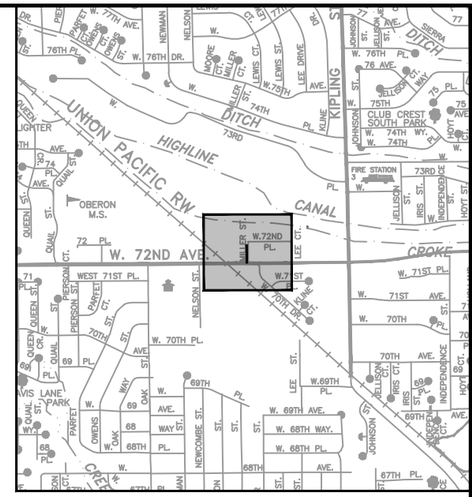
ENGINEER JV
CHECKED BY JV
DESIGN BY AMS

SHT **GN2**

G:\PROJECTS\WATER\26WA02-Water Main Replacement (W 72nd Ave - Miller St)\CAD\90% SET\26-WA-02 72nd - Miller - GN - 90%.dwg , Plot Date: 3/27/2026



12 INCH WATER MAIN PLAN
W 72ND AVE & MILLER ST



KEY MAP
SCALE: N.T.S.

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
3. PROMPTLY DISPOSE OF ALL EXPORT MATERIALS OFF-SITE AND NOT ALLOW FOR STOCKPILES TO IN PLACE FOR NO MORE THAN 4 HOURS. (TRENCH SPOILS, CONCRETE, ASPHALT, ETC.)

LEGEND

- FLOW ARROWS
- SILT FENCE
- ROCK SOCKS
- LIMITS OF DISTURBANCE /CONSTRUCTION -TOTAL PROJECT ACRE = 0.014
- CONCRETE WASHOUT AREA
- INLET PROTECTION

0' 20' 40' 80'

SCALE: 1"=40'

APPROVED:

City Engineer — Date: 6/3/2026 — Job Number: 26WA02

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

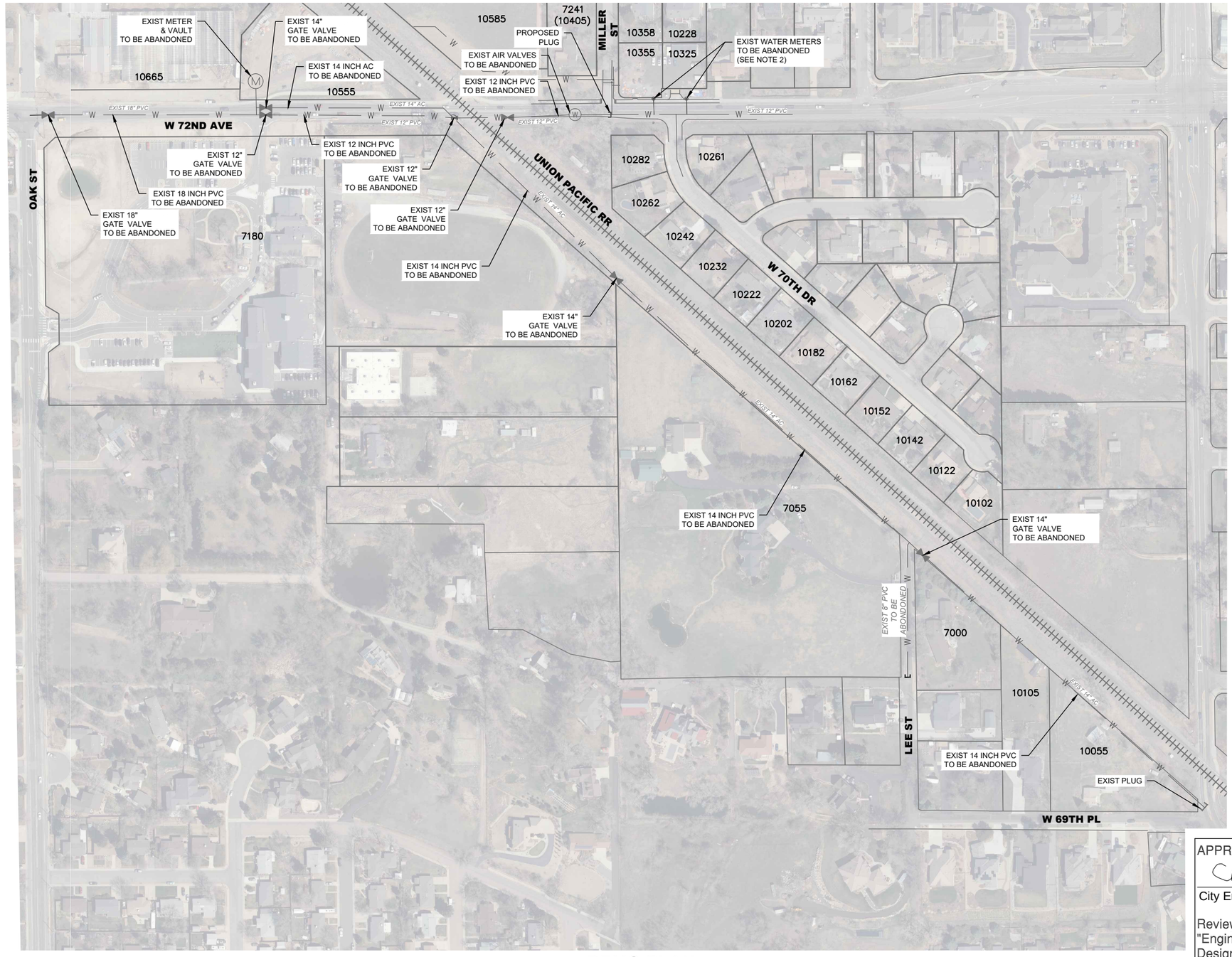
CITY OF ARVADA

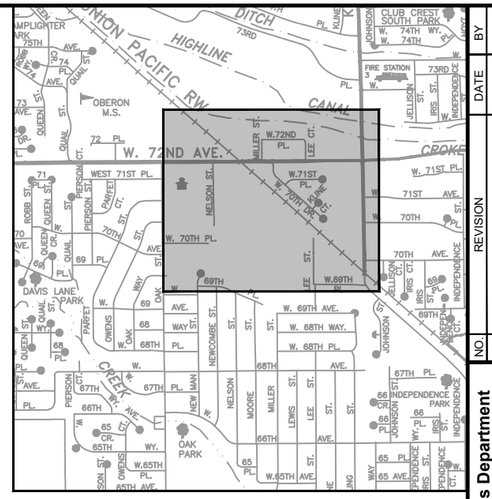
PROJECT NO. 26-WA-02
WATER MAIN REPLACEMENT
W 72ND AVE &
MILLER ST
EROSION CONTROL

ENGINEER
JV
CHECKED BY
JV
DESIGN BY
AS

SHT **EC-1**

G:\PROJECTS\WATER\26WA02--Water Main Replacement (W 72nd Ave - Miller St)\CAD\90% SET\26-WA-02 72nd - Miller - Erosion Control - 90%.dwg , Plot Date: 4/10/2026





KEY MAP
SCALE: N.T.S.

NOTE:

1. WATER MAINS IDENTIFIED FOR ABANDONMENT SHALL BE ABANDONED PER SECTION 420.03.01, ABANDONMENT OF WATER MAIN AND WATER VALVES OF THE CITY OF ARVADA ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS.
2. WATER SERVICE TAPS SHALL BE ABANDONED PER SECTION 425.03. ABANDONMENT OF SERVICE TAPS, OF THE CITY OF ARVADA ENGINEERING CODE OF STANDARDS AND SPECIFICATION.

N.T.S

APPROVED:

City Engineer | 6/3/2026 Date | 26WA02 Job Number

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DEMO PLAN
W 72ND AVE & MILLER ST

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

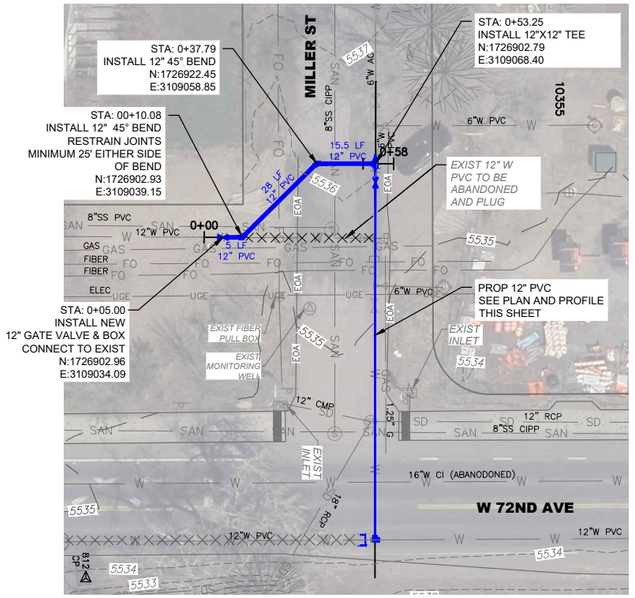
CITY OF ARVADA

PROJECT NO. 26-WA-02
WATER MAIN REPLACEMENT
W 72ND AVE &
MILLER ST
DEMO PLAN

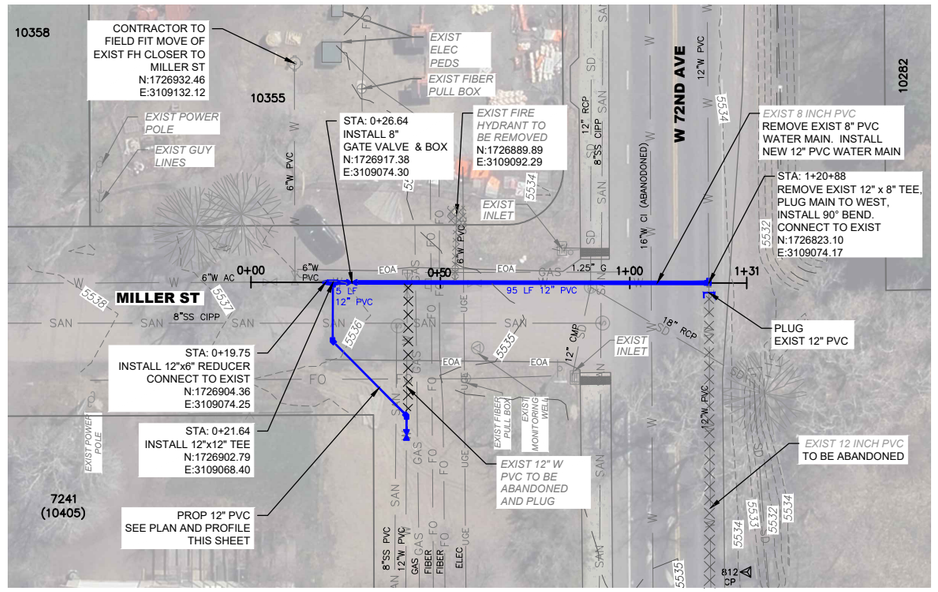
ENGINEER
JV
CHECKED BY
JV
DESIGN BY
AS

SHT **1**

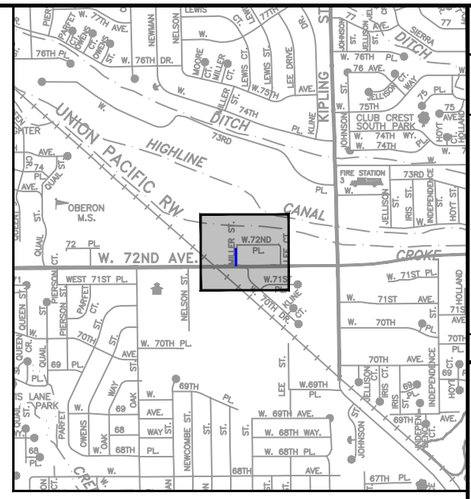
G:\PROJECTS\WATER\26WA02-Water Main Replacement (W 72nd Ave - Miller St)\CAD\90% SET\26-WA-02 72nd - Miller Demo Plan - 90%.dwg , Plot Date: 4/10/2026



12 INCH WATER MAIN PLAN
W 72ND AVE & MILLER ST
EAST/WEST



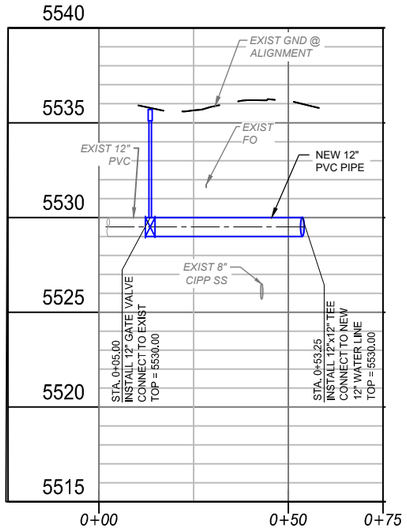
12 INCH WATER MAIN PLAN
W 72ND AVE & MILLER ST
NORTH/SOUTH



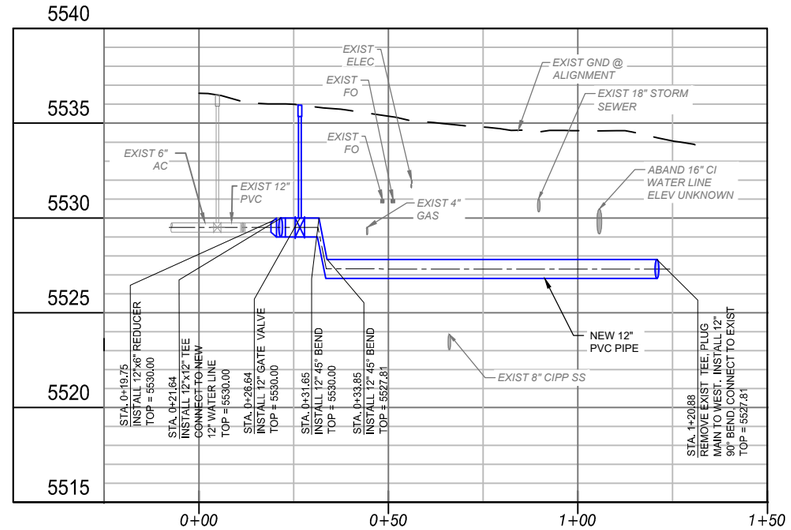
KEY MAP
SCALE: N.T.S.

NOTES:

ALL LOCATIONS AND DEPTHS OF EXISTING UTILITIES SHOWN IN THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATIONS AND VERIFYING DEPTHS OF ALL EXISTING UTILITIES.



12 INCH WATER MAIN PROFILE
W72ND AVE & MILLER ST
EAST /WEST



12 INCH WATER MAIN PROFILE
W72ND AVE & MILLER ST
NORTH/SOUTH

0' 20' 40' 80'
SCALE: 1"=40'

0' 20' 40' 80'
SCALE: 1"=40'

Survey Control Points

**Control derived from diagram in 18-ST-30 plan set per HKS. Coordinates are ground-scaled state plane with no translation. Scale Factor per plan set is 1.0002483200 Proj Control = State Plane N or E * 1.0002483200 Units are US ft.*

Point #	Northing	Easting	Elevation	Description
812	1726812.99	3108997.89	5534.04	CP Found PK Nail with Washer Stamped HKS

APPROVED:

City Engineer — Date: 6/3/2026 — Job Number: 26WA02

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

NO.	REVISION	DATE	BY
1			
2			
3			
4			
5			

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

CITY OF ARVADA

PROJECT NO. 26-WA-02
WATER MAIN REPLACEMENT
W 72ND AVE &
MILLER ST
PLAN & PROFILE

ENGINEER
JV
CHECKED BY
JV
DESIGN BY
AS

SHT 2

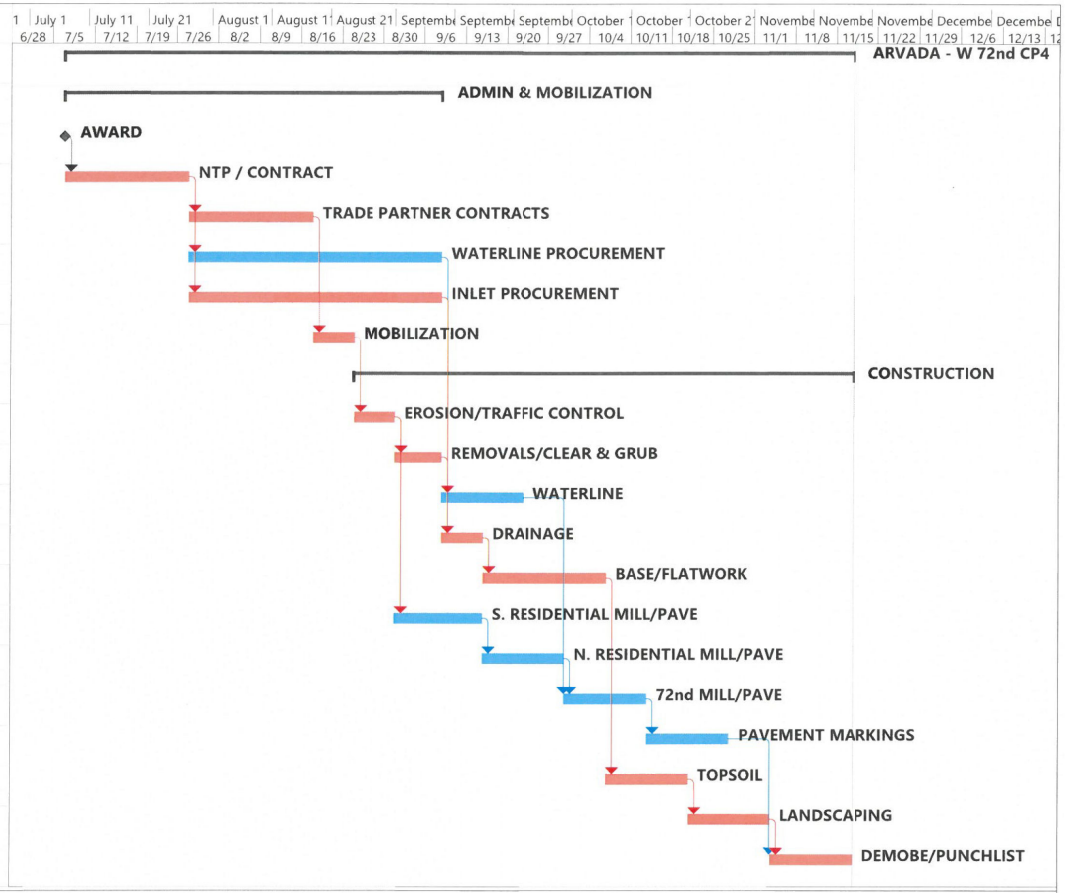
G:\PROJECTS\WATER\26WA02-Water Main Replacement (W 72nd Ave - Miller St)\CAD\90% SET\26-WA-02 72nd - Miller - PnP -90%.dwg , Plot Date: 4/10/2026

EXHIBIT B.

CONSTRUCTION PROJECT CONTRACT CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) SERVICES CONSTRUCTION PACKAGE 4

WEST 72ND AVENUE – SIMMS STREET TO KIPLING STREET

ID	Task Name	Duration	Start	Finish
1	**ARVADA - W 72nd CP4**	**95 days**	**Tue 7/7/26**	**Tue 11/17/26**
2	**ADMIN & MOBILIZATION**	**45 days**	**Tue 7/7/26**	**Tue 9/8/26**
3	AWARD	0 days	Tue 7/7/26	Tue 7/7/26
4	NTP / CONTRACT	15 days	Tue 7/7/26	Mon 7/27/26
5	TRADE PARTNER CONTRACTS	15 days	Tue 7/28/26	Mon 8/17/26
6	WATERLINE PROCUREMENT	30 days	Tue 7/28/26	Tue 9/8/26
7	INLET PROCUREMENT	30 days	Tue 7/28/26	Tue 9/8/26
8	MOBILIZATION	5 days	Tue 8/18/26	Mon 8/24/26
9	**CONSTRUCTION**	**60 days**	**Tue 8/25/26**	**Tue 11/17/26**
10	EROSION/TRAFFIC CONTROL	5 days	Tue 8/25/26	Mon 8/31/26
11	REMOVALS/CLEAR & GRUB	5 days	Tue 9/1/26	Tue 9/8/26
12	WATERLINE	10 days	Wed 9/9/26	Tue 9/22/26
13	DRAINAGE	5 days	Wed 9/9/26	Tue 9/15/26
14	BASE/FLATWORK	15 days	Wed 9/16/26	Tue 10/6/26
15	S. RESIDENTIAL MILL/PAVE	10 days	Tue 9/1/26	Tue 9/15/26
16	N. RESIDENTIAL MILL/PAVE	10 days	Wed 9/16/26	Tue 9/29/26
17	72nd MILL/PAVE	10 days	Wed 9/30/26	Tue 10/13/26
18	PAVEMENT MARKINGS	10 days	Wed 10/14/26	Tue 10/27/26
19	TOPSOIL	10 days	Wed 10/7/26	Tue 10/20/26
20	LANDSCAPING	10 days	**Wed 10/21/26**	Tue 11/3/26
21	DEMOBE/PUNCHLIST	10 days	**Wed 11/4/26**	Tue 11/17/26



Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Critical
Critical Split
Progress
Manual Progress

SEMA CONSTRUCTION

CITY OF ARVADA

EXHIBIT C.

CONSTRUCTION PROJECT CONTRACT CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) SERVICES
CONSTRUCTION PACKAGE 4

WEST 72ND AVENUE – SIMMS STREET TO KIPLING STREET

CMGC OPCC1 COST MODEL SUMMARY (May 29, 2026)

City of Arvada - W 72nd Avenue CMGC - CP4 Oak Street to Kipling Street

SUMMARY OF APPROXIMATE QUANTITIES					SEMA COST		SEMA COST + 7% CMGC FEE	
BID ITEM	CDOT ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY			UNIT PRICE	AMOUNT
10	201-00000	CLEARING AND GRUBBING	L S	1.00	$ 38,341.68	$ 38,341.68	$ 41,025.60	$ 41,025.60
20	202-00019	REMOVAL OF INLET	EACH	1.00	$ 1,627.91	$ 1,627.91	$ 1,741.86	$ 1,741.86
30	202-0003X	REMOVAL OF STORM PIPE	LF	160.00	$ 57.48	$ 9,196.80	$ 61.50	$ 9,840.58
40	202-00031	REMOVAL OF FIRE HYDRANT	EACH	1.00	$ 4,165.00	$ 4,165.00	$ 4,456.55	$ 4,456.55
50	202-00200	REMOVAL OF SIDEWALK	SY	278.00	$ 9.40	$ 2,613.20	$ 10.06	$ 2,796.12
60		REMOVAL OF SIDEWALK (Pavement Program)	SY	310.00	$ 9.40	$ 2,914.00	$ 10.06	$ 3,117.98
70		REMOVAL OF CROSS PAN	SY	9.00	$ 203.16	$ 1,828.44	$ 217.38	$ 1,956.43
80		REMOVAL OF CROSS PAN (Pavement Program)	SY	7.00	$ 203.16	$ 1,422.12	$ 217.38	$ 1,521.67
90	202-00240	REMOVAL OF ASPHALT MAT (PLANING)	SY	13,079.00	$ 3.29	$ 43,029.91	$ 3.52	$ 46,042.00
100		REMOVAL OF ASPHALT MAT (PLANING) (Pavement Program)	SY	10,218.00	$ 3.29	$ 33,617.22	$ 3.52	$ 35,970.43
110	202-00895	REMOVAL OF IMPACT ATTENUATOR	EACH	4.00	$ 930.90	$ 3,723.60	$ 996.06	$ 3,984.25
120		REMOVAL OF BARRIER	LF	64.00	$ 22.82	$ 1,460.48	$ 24.42	$ 1,562.71
130	202-01000	REMOVAL OF FENCE	LF	100.00	$ 8.72	$ 872.00	$ 9.33	$ 933.04
150	203-01500	BLADING	HOUR	100.00	$ 289.08	$ 28,908.00	$ 309.32	$ 30,931.56
160	203-01550	DOZING	HOUR	100.00	$ 305.15	$ 30,515.00	$ 326.51	$ 32,651.05
170	203-01597	POTHOLING	HOUR	300.00	$ 223.00	$ 66,900.00	$ 238.61	$ 71,583.00
180		TOPSOIL (OFF-SITE)	CY	1,600.00	$ 67.03	$ 107,248.00	$ 71.72	$ 114,755.36
190	208-00002	(SEDIMENT CONTROL LOG) EROSION LOG TYPE 1 (12 INCH)	LF	2,200.00	$ 5.20	$ 11,440.00	$ 5.56	$ 12,240.80
200	208-00020	SILT FENCE	LF	200.00	$ 1.96	$ 392.00	$ 2.10	$ 419.44
210	208-00035	(ROCK SOCK) AGGREGATE BAG	LF	200.00	$ 8.73	$ 1,746.00	$ 9.34	$ 1,868.22
220	208-00045	CONCRETE WASHOUT STRUCTURE	EACH	1.00	$ 7,191.17	$ 7,191.17	$ 7,694.55	$ 7,694.55
230		CONCRETE WASHOUT STRUCTURE (Paving Program)	EACH	1.00	$ 7,191.17	$ 7,191.17	$ 7,694.55	$ 7,694.55
240	208-00051	STORM DRAIN INLET PROTECTION (TYPE I) (CURB INLETS)	EACH	3.00	$ 436.65	$ 1,309.95	$ 467.22	$ 1,401.65
250	208-00075	PRE-FABRICATED VEHICLE TRACKING PAD	EACH	4.00	$ 13,457.83	$ 53,831.32	$ 14,399.88	$ 57,599.51
260	208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HOUR	30.00	$ 62.43	$ 1,872.90	$ 66.80	$ 2,004.00
270	208-00105	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT)	HOUR	30.00	$ 148.47	$ 4,454.10	$ 158.86	$ 4,765.89
280	208-00106	SWEEPING (SEDIMENT REMOVAL)	HOUR	50.00	$ 175.60	$ 8,780.00	$ 187.89	$ 9,394.60
290	208-00207	EROSION CONTROL MANAGEMENT (ECM)	LS	1.00	$ 23,886.14	$ 23,886.14	$ 25,558.17	$ 25,558.17
300	210-04010	ADJUST MANHOLE	EACH	4.00	$ 104.29	$ 417.16	$ 111.59	$ 446.36
310		ADJUST MANHOLE(Paving Program)	EACH	19.00	$ 104.29	$ 1,981.51	$ 111.59	$ 2,120.22
320	210-04050	ADJUST VALVE BOX	EACH	15.00	$ 62.58	$ 938.70	$ 66.96	$ 1,004.41
330		ADJUST VALVE BOX (Paving Program)	EACH	10.00	$ 62.58	$ 625.80	$ 66.96	$ 669.61
340	213-00003	MULCHING/SEED (WEED FREE)	ACRE	3.00	$ 4,366.52	$ 13,099.56	$ 4,672.18	$ 14,016.53
350	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	447.00	$ 95.09	$ 42,505.23	$ 101.75	$ 45,480.60
360		River Rip	TN	500	$ 218.13	$ 109,065.00	$ 233.40	$ 116,699.55
370	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	150.00	$ 198.18	$ 29,727.00	$ 212.05	$ 31,807.89
380		HOT MIX ASPHALT (PATCHING) (ASPHALT) (Paving Program)	TON	191.00	$ 198.18	$ 37,852.38	$ 212.05	$ 40,502.05
390	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT) (Paving Program)	SY	2,000.00	$ 89.89	$ 179,780.00	$ 96.18	$ 192,364.60
400	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 64-28)	TON	1,904.00	$ 104.80	$ 199,539.20	$ 112.14	$ 213,506.94
410		HOT MIX ASPHALT (GRADING SX) (100) (PG 64-28)(Paving Program)	TON	1,140.00	$ 104.80	$ 119,472.00	$ 112.14	$ 127,835.04
420	411-10255	EMULSIFIED ASPHALT (SLOW SETTING)	GAL	1,384.73	$ 0.01	$ 13.85	$ 0.01	$ 14.82
430		EMULSIFIED ASPHALT (SLOW SETTING)(Paving Program)	GAL	1,036.36	$ 0.01	$ 10.36	$ 0.01	$ 11.09
440	412-00600	CONCRETE PAVEMENT (6 INCH)	SY	45.00	$ 118.91	$ 5,350.95	$ 127.23	$ 5,725.52
450	603-50008	MISC PIPE WORK	LS	1.00	$ 4,609.04	$ 4,609.04	$ 4,931.67	$ 4,931.67
460	604-00305	INLET TYPE C (5 FOOT)	EACH	2.00	$ 10,255.69	$ 20,511.38	$ 10,973.59	$ 21,947.18
470	605-83560	6 INCH PIPE UNDERDRAIN	LF	5.00	$ 497.29	$ 2,486.45	$ 532.10	$ 2,660.50
480	607-11525	FENCE (PLASTIC)	LF	50.00	$ 13.85	$ 692.50	$ 14.82	$ 740.98
490	607-53160	FENCE CHAIN LINK (60 INCH)	LF	1,100.00	$ 38.97	$ 42,867.00	$ 41.70	$ 45,867.69
500		WOOD FENCE	LF	350.00	$ 62.56	$ 21,896.00	$ 66.94	$ 23,428.72
510	607-60120	20 FOOT GATE	EACH	2.00	$ 1,425.64	$ 2,851.28	$ 1,525.43	$ 3,050.87
520	608-00000	CONCRETE SIDEWALK (6 INCH)	SY	605.00	$ 81.57	$ 49,349.85	$ 87.28	$ 52,804.34
530		CONCRETE SIDEWALK (6 INCH)(Paving Program)	SY	305.00	$ 81.57	$ 24,878.85	$ 87.28	$ 26,620.37
540	608-00010	CONCRETE CURB RAMP	SY	186.00	$ 216.42	$ 40,254.12	$ 231.57	$ 43,071.91
550	609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	125.00	$ 58.11	$ 7,263.75	$ 62.18	$ 7,772.21
560	609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	296.00	$ 58.30	$ 17,256.80	$ 62.38	$ 18,464.78
570		CROSS PAN	SY	9.00	$ 296.76	$ 2,670.84	$ 317.53	$ 2,857.80
580		CROSS PAN (Paving Program)	SY	7.00	$ 296.76	$ 2,077.32	$ 317.53	$ 2,222.73
590	610-00020	MEDIAN COVER MATERIAL (PATTERNED CONCRETE)	SF	489.00	$ 27.39	$ 13,393.71	$ 29.31	$ 14,331.27
600	613-13009	LUMINAIRE (LED) (9,000 LUMENS)	EACH	32.00	$ 695.88	$ 22,268.16	$ 744.59	$ 23,826.93
610	613-16002	LUMINAIRE CONTROL NOBE (STAND ALONE)	EACH	32.00	$ 114.43	$ 3,661.76	$ 122.44	$ 3,918.08
620	614-00011	SIGN PANEL (CLASS 1)	SF	30.00	$ 54.89	$ 1,646.70	$ 58.73	$ 1,761.97
630	619-00007	CONNECT TO EXISTING WATERLINE	EACH	3.00	$ 7,343.79	$ 22,031.37	$ 7,857.86	$ 23,573.57
640	619-50960	12 INCH PLASTIC PIPE	LF	149.00	$ 371.91	$ 55,414.59	$ 397.94	$ 59,293.61
660	620-00020	SANITARY FACILITY	EACH	1.00	$ 450.00	$ 450.00	$ 481.50	$ 481.50
670	625-00000	CONSTRUCTION SURVEYING	L S	1.00	$ 42,666.68	$ 42,666.68	$ 45,653.35	$ 45,653.35
680	626-00000	MOBILIZATION	L S	1.00	$ 74,024.02	$ 74,024.02	$ 79,205.70	$ 79,205.70
690	626-01000	PUBLIC INFORMATION SERVICES	DAY	112.00	$ 188.00	$ 21,056.00	$ 201.16	$ 22,529.92
700	627-XXXXX	1110 SERIES HIGH BUILD WATERBORNE ACRYLIC TRAFFIC PAINT	GAL	75.00	$ 87.83	$ 6,587.25	$ 93.98	$ 7,048.36
710	627-XXXXX	PREFORMED THERMOPLASTIC BURN DOWN (WORD - SYMBOL)	SF	511.60	$ 18.67	$ 9,551.57	$ 19.98	$ 10,220.18
720	627-XXXXX	PREFORMED THERMOPLASTIC BURN DOWN (XWALK - STOPLINE)	SF	2,120.00	$ 12.08	$ 25,609.60	$ 12.93	$ 27,402.27
730	627-XXXXX	PREFORMED THERMOPLASTIC BURN DOWN (BIKE XWALK - GREEN)	SF	3,160.00	$ 12.08	$ 38,172.80	$ 12.93	$ 40,844.90
740	627-00011	PAVEMENT MARKING PAINT (WATERBORNE)	GAL	75.00	$ 87.83	$ 6,587.25	$ 93.98	$ 7,048.36
750	630-00000	FLAGGING	HOUR	1,200.00	$ 54.30	$ 65,160.00	$ 58.10	$ 69,721.20
760	630-000XX	FLAGGING (RAILROAD)	DAY	2.00	$ 2,172.54	$ 4,345.08	$ 2,324.62	$ 4,649.24
770	630-00007	TRAFFIC CONTROL INSPECTION	DAY	24.00	$ 407.22	$ 9,773.28	$ 435.73	$ 10,457.41
780	630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	60.00	$ 1,151.03	$ 69,061.80	$ 1,231.60	$ 73,896.13
790	630-80336	BARRICADE (TYPE 3 M-B) (TEMPORARY)	EA	6.00	$ 175.26	$ 1,051.56	$ 187.53	$ 1,125.17
800	630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EA	20.00	$ 61.86	$ 1,237.20	$ 66.19	$ 1,323.80
810	630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EA	60.00	$ 92.78	$ 5,566.80	$ 99.27	$ 5,956.48
820	630-80343	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE C)	EA	20.00	$ 108.25	$ 2,165.00	$ 115.83	$ 2,316.55
830	630-80355	PORTABLE MESSAGE SIGN PANEL	EA	4.00	$ 6,030.93	$ 24,123.72	$ 6,453.10	$ 25,812.38
840	630-80355	PORTABLE MESSAGE SIGN PANEL	DAY	130.00	$ 128.87	$ 16,753.10	$ 137.89	$ 17,925.82
850	630-80360	DRUM CHANNELIZING DEVICE	EA	250.00	$ 46.39	$ 11,597.50	$ 49.64	$ 12,409.33
860	630-80393	STACKABLE VERTICAL PANELS	EA	52.00	$ 36.08	$ 1,876.16	$ 38.61	$ 2,007.49
870		CONES	EA	250.00	$ 8.25	$ 2,062.50	$ 8.83	$ 2,206.88
880		ARROW BOARDS	EA	4.00	$ 2,113.40	$ 8,453.60	$ 2,261.34	$ 9,045.35
890		Delineator	EA	110.00	$ 297.98	$ 32,777.80	$ 318.84	$ 35,072.25
900		Soil Conditioning	ACRE	3.00	$ 15,738.95	$ 47,216.85	$ 16,840.68	$ 50,522.03
9000		**SEMA MANAGEMENT AND INDIRECT COSTS**						
9020		PROJECT OFFICE EXPENSES	LS	1.00	$ -	$ -	$ -	$ -
9030		FIELD OFFICES EXPENSES	LS	1.00	$ -	$ -	$ -	$ -
9040		ADMINISTRATIVE SALARIED LABOR	LS	1.00	$ 269,149.05	$ 269,149.05	$ 287,989.48	$ 287,989.48
9050		EMPLOYEE MOBILIZATION,SUBSISTENCE,HOUSING	LS	1.00	$ -	$ -	$ -	$ -
9060		SAFETY TRAINING,MEETINGS,EXPENSES	LS	1.00	$ 4,021.51	$ 4,021.51	$ 4,303.02	$ 4,303.02
9070		MOBILIZATION & DEMOBILIZATION	LS	1.00	$ 29,472.67	$ 29,472.67	$ 31,535.76	$ 31,535.76
9080		ON-SITE TRANSPORTATION	LS	1.00	$ 5,748.87	$ 5,748.87	$ 6,151.29	$ 6,151.29
9090		MATERIAL HANDLING & UNLOADING	LS	1.00	$ 5,438.90	$ 5,438.90	$ 5,819.62	$ 5,819.62
9100		YARDS & STAGING	LS	1.00	$ 5,901.40	$ 5,901.40	$ 6,314.50	$ 6,314.50
9110		TEMPORARY ACCESS & HAUL ROADS	LS	1.00	$ -	$ -	$ -	$ -
9120		PUBLIC ROAD MAINTENCE	LS	1.00	$ 19,440.00	$ 19,440.00	$ 20,800.80	$ 20,800.80
9130		CONSTRUCTION MAINTENANCE & PROTECTION	LS	1.00	$ -	$ -	$ -	$ -
9140		JOBSITE CLEANUP & PUNCHLIST	LS	1.00	$ 23,910.85	$ 23,910.85	$ 25,584.61	$ 25,584.61
9150		EQUIPMENT SERVICING & REPAIR	LS	1.00	$ -	$ -	$ -	$ -

SUMMARY OF APPROXIMATE QUANTITIES					SEMA COST		SEMA COST + 7% CMGC FEE	
BID ITEM	CDOT ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY			UNIT PRICE	AMOUNT
9160		EQUIPMENT UTILIZATION ADJUSTMENTS	LS	1.00	$ -	$ -	$ -	$ -
9170		SUPPORT EQUIPMENT	LS	1.00	$ 42,210.17	$ 42,210.17	$ 45,104.88	$ 45,104.88
9180		SMALL TOOLS,EQUIP,SAFETY SUPPLIES	LS	1.00	$ 3,481.57	$ 3,481.57	$ 3,725.28	$ 3,725.28
9190		QUALITY CONTROL	LS	1.00	$ 4,500.00	$ 4,500.00	$ 4,815.00	$ 4,815.00
9200		ENGINEERING	LS	1.00	$ -	$ -	$ -	$ -
9210		PROFESSIONAL SERVICES	LS	1.00	$ -	$ -	$ -	$ -
9220		JOB SERVICES	LS	1.00	$ -	$ -	$ -	$ -
9230		BONDS & INSURANCE	LS	1.00	$ 45,809.00	$ 45,809.00	$ 49,015.63	$ 49,015.63
9240		TAXES & LICENSES	LS	1.00	$ -	$ -	$ -	$ -
9250		PERMITS & FEES	LS	1.00	$ 6,500.00	$ 6,500.00	$ 6,955.00	$ 6,955.00
9260		WARRANTIES	LS	1.00	$ 10,000.00	$ 10,000.00	$ 10,700.00	$ 10,700.00
						$ 2,602,449.39		
						$ 2,784,620.85		**$ 2,784,620.85**
		FORCE ACCOUNT ALLOWNACES						
2720		F/A MINOR CONTRACT REVISIONS	FA	1.00		$ 390,367.41		
						$ 3,174,988.26		
		RECOMMENDED RISK & CONTINGENCY (15%)						**$ 390,367.41**
		Total CP-4 Price						**$ 3,565,355.67**

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.A.2.

TO: THE HONORABLE CITY COUNCIL DATE: July 7, 2026

SUBJECT: R26-048, A Resolution Approving the First Amendment of the Intergovernmental Agreement By and Between the City of Arvada and the Colorado Department of Transportation (CDOT) for 80th Avenue Signal Upgrades, CDOT Project SHO M040-039

Report in Brief

PRESENTER: Elijah Vignet-Kotze, Traffic Engineer

The City of Arvada has recently been awarded a fourth Highway Safety Improvement Program (HSIP) grant to facilitate a full signal rebuild at W 80th Avenue & Yarrow St. The scope of these improvements include new mast arms, updated equipment at signal, and upgraded pedestrian push buttons and countdown signal indications. This amendment to the Intergovernmental Agreement (IGA) approves and authorizes the use of these grant funds.

The Arvada team recommends that the City Council approve R26-048, A Resolution Approving the First Amendment of the Intergovernmental Agreement By and Between the City of Arvada and the Colorado Department of Transportation (CDOT) for 80th Avenue Signal Upgrades, CDOT Project SHO M040-039.

Financial Impact

This IGA increases funding from $3,664,983.00 to $4,794,983.00. The total financial impact of $4,794,983.00 is to be funded at 90% federal funds ($4,315,485) and 10% local funds ($479,498). The 10% local funds are identified as the minimum required expenditure by the City of Arvada. There are approved capital funds for this project 24-TC-02.

Background

W 80th Avenue between Alkire Street and Ames Way is an aging corridor in need of safety improvements. This corridor has recorded over 250 vehicle crashes from 2017 to 2025, with many accidents occurring at nighttime. The City of Arvada has been granted HSIP funding from CDOT for the improvement of 11 intersections in this corridor, and this amendment serves to provide additional scope and funding for the intersection of 80th Avenue & Yarrow St. This project algins with City Council Strategic Plan Infrastructure Work System Service 4 to “innovate safe, accessible, and efficient connections to modes of transit…with a focus on enhanced technology at high-priority intersections improving safety, minimizing traffic congestion, and making first and last-mile connections”.

Discussion

If City Council chooses to approve this amendment, the federal funds that CDOT will provide to the City of Arvada can be used to increase safety at W 80th Avenue & Yarrow St via upgrades to signal infrastructure, accessible pedestrian push buttons, and increased lighting and visibility of the signal during nighttime hours. If the IGA is not approved, the Arvada team will request future CIP funds for these improvements, resulting in more time until the project is completed and the chance that the scope is not fully recognized.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

Strategic Alignment

This item aligns with the City Council Strategic Plan Strategic Result around Physical and Technology Systems, specifically the Strategic Goal of identifying and prioritizing projects for modernization of our physical infrastructure to maintain and elevate service levels. This item also aligns with Infrastructure Service INF4, to innovate safe, accessible, and efficient connections to modes of transportation with a focus on enhanced technology to improve safety.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve R26-048, A Resolution Approving the First Amendment of the Intergovernmental Agreement By and Between the City of Arvada and the Colorado Department of Transportation (CDOT) for 80th Avenue Signal Upgrades, CDOT Project SHO M040-039.

Suggested Motion:

I move that R26-048, A Resolution Approving the First Amendment of the Intergovernmental Agreement By and Between the City of Arvada and the Colorado Department of Transportation (CDOT) for 80th Avenue Signal Upgrades, CDOT Project SHO M040-039, be (approved) (rejected).

Prepared by:
Elijah Vignet-Kotze, Traffic Engineer

Reviewed by:

Approved by:

Claudia Vaughan, City Engineer	06/16/2026
Jacqueline Rhoades, Director of Infrastructure	06/16/2026
Bryan Archer, Chief Financial Officer	06/16/2026
Tammy Hedlund, Legal Specialist	06/16/2026
Samuel Blakley, Assistant City Attorney II	06/17/2026
Jessica Morales, Deputy City Attorney	06/18/2026
Rachel Morris, City Attorney	06/23/2026
Allison Scheck, Deputy City Manager	06/23/2026
Don Wick, City Manager	06/24/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-048

A RESOLUTION APPROVING THE FIRST AMENDMENT OF THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR 80TH AVENUE SIGNAL UPGRADES, CDOT PROJECT SHO M040-039

WHEREAS, the City of Arvada and governmental entities may enter into intergovernmental agreements pursuant to C.R.S. §§ 29-1-201 *et. seq.*; and

WHEREAS, on or about January 13, 2026, the City of Arvada and Colorado Department of Transportation (CDOT) entered into an intergovernmental agreement regarding, among other things, funding for the 80th Avenue Signal Upgrades, CDOT Project Sho M040-039; and

WHEREAS, additional funding through CDOT has become available for the 80th Avenue Signal Upgrades, CDOT Project Sho M040-039; and

WHEREAS, the additional funds will allow the City to expand, enhance, or complete the intended 80th Avenue Signal Upgrades, CDOT Project Sho M040-039, without materially changing the overall public purpose of the project; and

WHEREAS, the City must amend the existing intergovernmental agreement with CDOT in order to utilize such additional funding.

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, which is in substantially the same form as that attached hereto.

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

APPROVED AND ADOPTED this 7th day of July, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

STATE OF COLORADO AMENDMENT

Amendment #: 1 **Project #: SHO M040-039 (25333)**

Signature and Cover Page

State Agency
Department of Transportation

Amendment Routing Number
26-HA1-XC-00045-M0001

Local Agency
CITY OF ARVADA

Original Agreement Routing Number
26-HA1-XC-00045

Agreement Maximum Amount
$4,794,983.00

Agreement Effective Date
January 14, 2026

Agreement Expiration Date
October 13, 2035

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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.

LOCAL AGENCY
CITY OF ARVADA

By: _____
Signature

Name: _____
(Print Name)

Title: _____

Date: _____

STATE OF COLORADO
Jared S. Polis, Governor Department of Transportation
Shoshana M. Lew, Executive Director

_____
Keith Stefanik, P.E., Chief Engineer

Date: _____

2nd SIGNATURE (IF NECESSARY)
CITY OF ARVADA

By: _____
Signature

Name: _____
(Print Name)

Title: _____

Date: _____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Colorado Department of Transportation

Amendment Effective Date: _____

In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above by the State Controller or an authorized delegate.

1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

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 the Local Agency 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 Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The parties entered into this agreement for the ARVADA FY25-80TH AVE SIGNAL UPGRADES project. Now the parties agree to increase funding from $3,664,983.00 to $4,794,983.00 and update Exhibits A and C.

5) MODIFICATIONS

A. Increase funding from $3,664,983.00 to $4,794,983.00.
B. Exhibit A-1 will replace all previous Exhibit As. Any reference in the Agreement to Exhibit A will be a reference to Exhibit A-1, attached.
C. Exhibit C-2 will replace all previous Exhibit Cs. Any reference in the Agreement to a previous Exhibit C will be a reference to Exhibit C-2, attached.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, 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 Agreement to the extent that this Amendment specifically modifies those Special Provisions.

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EXHIBIT A-1

Scope of Work
25533 Combined Awards

The City of Arvada has been awarded four grants to improve several intersections along W 80th Ave at eleven intersections, listed below.

1. W 80th Ave & Alkire St.
2. W 80th Ave & Simms St.
3. W 80th Ave & Kipling St.
4. W 80th Ave & Hoyt Way
5. W 80th Ave & Club Crest Dr.
6. W 80th Ave & Allison Way
7. W 80th Ave & Yarrow St.
8. W 80th Ave & Pierce St.
9. W 80th Ave & Harlan St.
10. W 80th Ave & Chase Dr.
11. W 80th Ave & Ames Way

The project will include the design and construction of numerous safety improvements at these 11 signalized intersections along W 80th Ave, including (but not limited to) the following listed below as needed:

- Design for and convert from permitted to flashing yellow arrow phasing where appropriate.
- Design for an install retroreflective backplates to traffic signal heads.
- Design for and increase the number of signal indications to have 1 overhead signal head per lane.
- Design for and upgrade to pedestrian countdown signal indications.
- Design for and upgrade to accessible pedestrian push buttons (APS push buttons).
- Design for and upgrade to radar detection with advanced detection on the main st.
- Design for and upgrade Cabinets, Controllers, and associated equipment that does not meet current standards.
- Design for and install new luminaire and/or mast arms where possible.
- Design for ADA compliance to maximum extent feasible curb ramps at each intersection.
- Design for and completion of pavement restoration at applicable locations.

Of these 11 signalized intersections, a full rebuild is planned at the intersections of W 80th Ave & Kipling St, as well as W 80th Ave & Yarrow St.

The purpose of this project is to improve safety along the corridor for vehicles and vulnerable road users by upgrading signal equipment, modernizing intersections, and improving visibility. The project will be split into three phases, as shown below:

1. Design
2. Right of Way Acquisition

3. Construction.

It is the intent of the Local Agency that each phase of the project has the work completed by a consultant or contractor who has been selected from an approved procurement process.

Local Agency is responsible for maintaining and operating the scope of work.

For all federally funded projects, the systems engineering analysis (SEA) process is required per 23 CFR 940. The local agency will be required to complete this form. The form shall be submitted to the CDOT PM, and to the CDOT ITS team at cdot_its_support@state.co.us.

The SEA is the project delivery process for the technology element of the project. If the project does not have technology, the project still needs documentation that the scope was evaluated, and no additional SEA documentation is required beyond section two of this form.

EXHIBIT C-2 - FUNDING PROVISIONS

City of Arvada - SHO M040-039 (25533)

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be $4,794,983.00, which is to be funded as follows:

1. Funding

a. Federal Funds (90% of HISP Award)	$4,315,485.00
b. Local Agency Funds (10% of HSIP Award)	$479,498.00
TOTAL FUNDS ALL SOURCES	**$4,794,983.00**

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN)	TDB
b.	Name of Federal Awarding Agency	FHWA
c.	Local Agency Unique Entity Identifier	VD6FQDTQB8J7
d.	Assistance Listing #	
	Highway Planning & Construction	ALN 20.205
	Highway Safety Improvement Program	ALN 20.272
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action	$0.00
h.	Amount of Federal Funds Obligated to Date (including this action)	$431,435.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted	$4,315,485.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**90%**	$4,315,485.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	**10%**	$479,498.00
TOTAL PROJECT ESTIMATED FUNDING	**100%**	$4,794,983.00

4. FOR CDOT ENCUMBRANCE PURPOSES

a.	Total Encumbrance Amount (Federal funds + Local Agency funds)	$4,794,983.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS		**$4,794,983.00**

Note: Only $479,372.00 in Design funds are currently available. Additional funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

Design 3020 WBS Element 25533.10.30	Performance Period Start*/End Date 01/22/2026 - 06/30/2029	$479,372.00
Const. 3301 WBS Element 25533.20.10	Performance Period Start*/End Date TBD-TBD	$0.00

* The Local Agency should not begin work until all three (3) of the following are in place:
1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 90% federal funds to 10% Local Agency funds, and this ratio applies only to the $4,794,983.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $4,794,983.00, and additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $4,794,983.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in A1. This applies to the entire scope of Work.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $4,315,485.00. For CDOT accounting purposes, the federal funds of $4,315,485.00 and the Local Agency funds of $479,498.00 will be encumbered for a total encumbrance of $4,794,983.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget of this funding source is $4,794,983.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. This applies to the entire scope of Work.

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving $1,000,000.00 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements).The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than $1,000,000.00

If the Local Agency expends less than $1,000,000.00 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of $1,000,000.00 or more-Highway Funds Only

If the Local Agency expends $1,000,000.00 or more, in Federal funds, but only received federal Highway funds then a program specific audit shall be performed. This audit will examine the “financial” procedures and processes for this program area.

iii. Expenditure of $1,000,000.00 or more-Multiple Funding Sources

If the Local Agency expends $1,000,000.00 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.A.3.

TO: THE HONORABLE CITY COUNCIL DATE: July 7, 2026

SUBJECT: R26-049, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the Town of Lakeside for the Maintenance and Repair of Fleet Vehicles

Report in Brief

Ike Miller, Fleet Manager for the City of Arvada

The Town of Lakeside has formally identified a critical need for reliable, high-quality, and safe vehicle maintenance for their municipal fleet. The City of Arvada Fleet Services Division possesses both the technical qualifications and the operational capacity to fulfill this need.

The Arvada team recommends that the City Council approve R26-049, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the Town of Lakeside for the Maintenance and Repair of Fleet Vehicles.

Financial Impact

Under the terms of the Intergovernmental Agreement, the Town of Lakeside will fully reimburse the City of Arvada for all services rendered. Arvada's Vehicle Maintenance Fund 240FD will cover the upfront expenses for repairs on Lakeside's vehicles which will be immediately invoiced to Lakeside. The fee structure is set up for Arvada Fleet Services to bill the Town of Lakeside at its fully burdened rate of $150 per hour plus parts. All revenue generated from this agreement will be credited back to the City of Arvada Fund 240FD to ensure the partnership is entirely cost-neutral.

Background

As a smaller municipality, the Town of Lakeside faces challenges in maintaining a dedicated, specialized, cost-effective automotive repair facility to maintain its fleet vehicles. Conversely, the City of Arvada operates a robust award-winning Fleet Services Division. Arvada's Fleet team consists of highly trained and certified technicians working out of advanced repair facilities. A recent capacity assessment confirmed that the Arvada Fleet Services team can absorb Lakeside's preventive maintenance repairs into its existing maintenance operations without compromising service levels for Arvada's own vehicles and equipment.

Discussion

The Town of Lakeside would benefit by gaining immediate access to ASE-certified technicians using the state-of-the-art tools and diagnostic equipment to perform preventive maintenance and repairs on its vehicles. This would effectively implement a higher standard of vehicle safety and reliability. The Arvada Fleet Service team would optimize its existing facilities and staff to help a neighboring municipality without interrupting current levels of service. This regional collaboration strengthens intergovernmental partnerships within Jefferson County while demonstrating regional leadership and resource sharing.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

NA

Strategic Alignment

This Intergovernmental Agreement supports the City Council Strategic Plan for Vibrant Community and Neighborhoods by fostering a strategic partnership to advance quality of life and achieve an inclusive, equitable, diverse, resilient, and sustainable community.

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that the City Council approve R26-049, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the Town of Lakeside for the Maintenance and Repair of Fleet Vehicles.

Suggested Motion:

I move that R26-049, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the Town of Lakeside for the Maintenance and Repair of Fleet Vehicles, be (approved) (rejected).

Prepared by:
Ike Miller, Fleet Services Manager

Reviewed by:

Approved by:

Jessica Morales, Deputy City Attorney	06/18/2026
Jacqueline Rhoades, Director of Infrastructure	06/18/2026
Bryan Archer, Chief Financial Officer	06/22/2026
Tammy Hedlund, Legal Specialist	06/22/2026
Toni Riebschlager, Law Office Administrator	06/22/2026
Zachary Woolweaver, Assistant City Attorney I	06/22/2026
Rachel Morris, City Attorney	06/23/2026
Allison Scheck, Deputy City Manager	06/23/2026
Don Wick, City Manager	06/24/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-049

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND THE TOWN OF LAKESIDE FOR THE MAINTENANCE AND REPAIR OF FLEET VEHICLES

WHEREAS, the City of Arvada and governmental entities in the Denver metropolitan area may enter intergovernmental agreements pursuant to C.R.S. §§ 29-1-201 *et. seq.*; and

WHEREAS, Arvada owns and maintains a fleet of vehicles to assist in the provision of various governmental services; and

WHEREAS, Arvada has the expertise and capacity to perform routine maintenance and repair on these vehicles; and

WHEREAS, the Town of Lakeside also owns a fleet of vehicles, but lacks the capacity to perform routine maintenance and repair on these vehicles; and

WHEREAS, the Town of Lakeside has approached Arvada about taking on this maintenance and repair work on Lakeside's behalf, with Lakeside providing full reimbursement for costs of doing so; and

WHEREAS, Arvada has the capacity to perform maintenance and repair on the Town of Lakeside's fleet of vehicles without impacting Arvada's ability to maintain Arvada's own fleet.

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, which is in substantially the same form as that attached hereto.

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

APPROVED AND ADOPTED this 7th day of July, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND THE TOWN OF LAKESIDE FOR THE MAINTENANCE AND REPAIR OF FLEET VEHICLES

THIS AGREEMENT ("Agreement") is by and between the City of Arvada, a Colorado municipal corporation, ("Arvada") and the Town of Lakeside ("Lakeside"). Arvada and Lakeside may be referred to collectively as the "Parties" or individually as a "Party."

WITNESSETH

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, both Arvada and Lakeside own and maintain a fleet of vehicles that assist in the provision of various governmental services; and

WHEREAS, Arvada has the capacity to repair and perform routine maintenance on Lakeside's fleet of vehicles (the "Work"); and

WHEREAS, Lakeside would benefit from having Arvada perform the Work rather than handle these functions internally; and

WHEREAS, Arvada agrees to perform the Work on behalf of Lakeside in accordance with terms and conditions contained herein.

NOW, THEREFORE, in consideration of the above and the mutual covenants made herein, the Parties agree as follows:

1. DEFINITIONS.

Fleet or *Vehicle Fleet* means the vehicles owned by one of the Parties that are used in relation to the provision of governmental services.

Inspection means a thorough inspection of vehicle components to ensure that all critical components are in good, safe condition and functioning properly.

Maintenance means the minor repair of or preventative maintenance to vehicles.

Major repair means damage to a vehicle that is outside of the scope of Maintenance under this Agreement.

Vehicle means an individual vehicle in a Fleet.

2. TERMS AND CONDITIONS.

2.1 Agreement to Cooperate Only. It is understood and agreed that this Agreement is intended to facilitate cooperation between the Parties in the provision of the services provided herein, but does not establish a separate legal entity to do so, and except as set forth herein, this Agreement does not authorize either Party to act for the other Party for any purpose whatsoever.

2.2 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.

2.3 Inspection. Arvada will inspect each vehicle upon receipt from Lakeside. In the event such inspection reveals a need for major repair, Arvada will promptly notify Lakeside of the nature and feasibility of Arvada repairing the major repair. After receiving notice pursuant to this section, Lakeside will determine whether Arvada shall undertake the Work to address the major repair.

2.3.1 In the event Lakeside requests that Arvada address major repairs to one or more vehicles, Arvada will bill Lakeside pursuant to the other terms in this Agreement. However, the Parties expressly agree that Arvada may incur other reasonable costs associated with sub-contracting or external consultation as needed in Arvada's sole discretion. Lakeside will reimburse Arvada 100% of any such costs.

2.4 Maintenance. Arvada will perform all necessary maintenance on Lakeside's Fleet and Lakeside will pay Arvada $150.00 per hour of work in addition to the cost to Arvada for any parts that are necessary to complete the maintenance. Such maintenance will be performed in accordance with a schedule to be agreed upon by the Parties. All maintenance will be completed in a timely, workmanlike manner. Arvada will, without any additional compensation, correct any errors, omissions, or deficiencies in services provides under this Agreement.

3. TERM AND TERMINATION.

3.1 Effective Date. This Agreement will become effective and binding upon its execution by Arvada.

3.2 Term. Unless sooner terminated as a result of non-appropriation of funds as set forth below, the initial term of this Agreement shall run for one year ("Initial Term").

3.2.1 Beginning and end of terms. The Initial Term of this Agreement will begin on July 1, 2026, and extend through and including June

30, 2027, unless otherwise terminated as set forth herein. The Renewal Terms of this Agreement will begin on July 1, 2027.

3.3 Termination. A Party may terminate this Agreement with or without cause upon 30 days written notice to the other Party.

3.4 Renewal. This Agreement may be renewed for four consecutive additional one-year periods ("Renewal Term or Terms"). Such Renewal Terms will be automatic unless this IGA is terminated as herein provided. Should all Renewal Terms of this IGA become effective as set forth herein, the Parties anticipate that the final Renewal Term of this IGA will expire on June 30, 2030.

4. OBLIGATIONS OF THE PARTIES.

4.1 Generally. Both Parties will cooperate to ensure that Lakeside's fleet is maintained in an efficient and cost effective way.

4.2 Arvada's Obligations. Arvada will be responsible for inspecting each vehicle and diagnosing any issues requiring maintenance. In the event inspection reveals a need for major repair, Arvada will be responsible for promptly notifying Lakeside and following Lakeside's instructions on how to proceed regarding the major repair. If no major repair is identified, Arvada will perform any necessary maintenance on each vehicle Lakeside provides and notify Lakeside following the completion of the maintenance.

4.2.1 Arvada will be responsible for storing Lakeside's vehicles after receipt and until Lakeside arranges for their removal or transport.

4.2.2 Arvada will invoice Lakeside for all work actually performed cost or costs actually incurred in connection with Work under this Agreement. Invoices will represent actual expenses incurred by Arvada at cost.

4.3 Lakeside's Obligations. Lakeside will be responsible for paying the entire balance of any invoices received from Arvada within 30 days of receipt and organizing the removal and transport of any Lakeside vehicles in Arvada's possession following the completion of Arvada's Work. Such transport will occur no more than 30 days following Arvada's notifying Lakeside that the Work has been completed.

5. MISCELLANEOUS PROVISIONS.

5.1 Necessary Personnel, Equipment, and Facilities. Each Party must maintain that level of personnel, equipment, and facilities necessary to meet its obligations under this Agreement. Nothing in this Agreement requires either Party to fund the activities of the other Party. Employees and volunteers of each Party remain the employees and volunteers of that Party.

5.2 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 Agreement, at the option of the Party who 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 Agreement as being in full force and effect, the non-defaulting Party shall have the right to an action for specific performance or damage or both.

5.3 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.

5.4 Assignment**.** This Agreement will not be assigned by either Party without the prior written consent of the other Party.

5.5 Force Majeure. Any delays in or failure of performance by any Party of its obligations under this Agreement will 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.

5.6 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.

5.7 Project Managers. Each Party will designate in writing an employee to be responsible for the day-to-day management of this Agreement; each Party will use its continuing best efforts to communicate to the other the name and contact information of its designated Project Manager. In the event that either Party fails to make such a designation, that Party's Project Manager will be the Chief of that Party. The initial Project Manager for Arvada will be Ike Miller (Imiller@arvada.org). The initial Project Manager for Lakeside will Robert Bernard (rbernhardt@lakeside.town).

5.8 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 Agreement.

5.9 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.

5.10 Waiver of Breach. A waiver by any Party to the 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.

5.11 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.

5.12 Governmental immunity.

5.12.1. Each Party shall be responsible for its own negligent or intentional acts or omissions, and for those of its employees and volunteers.

5.12.2. 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.).

5.12.3. 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 Agreement, both Parties will cooperate with each other and with the insuring entities of both Parties in defending such claim or suit.

5.12.4. The Parties enter this Agreement as separate, independent government agencies and maintain that status throughout.

5.13 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.

5.14 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.

5.15 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.

5.16 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 Arvada or Lakeside receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

5.17 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 pendency of this Agreement do not relieve that Party of its obligations under this Agreement.

5.18 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

5.19 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.

Arvada: City Attorney
City of Arvada
8101 Ralston Road
Arvada, CO 80002

Lakeside: Town of Lakeside
Robert Bernhardt, Mayor
5801 West 44th Avenue
Lakeside, CO 80212

Copy to: Town of Lakeside Attorney
Timothy J. Flynn, Esq.
Ireland Stapleton Pryor & Pascoe, P.C.
1660 Lincoln Street, Suite 3000
Denver, CO 80264

A Party may designate an employee or volunteer to be responsible for the day-to-day administration of this Agreement, including those regarding maintenance and major repair. 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.

5.20 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.

5.21 Electronic Signatures and Electronic Records. Parties consent to the use of electronic signatures by Arvada. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Arvada in the manner specified by Arvada. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5.22 Paragraph captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

The rest of this page is intentionally left blank.

DATED this_____day of _____, 2026.

CITY OF ARVADA, a Colorado home rule municipal corporation

_____
Lauren Simpson
Mayor
8101 Ralston Road
Arvada, Colorado 80002

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
Rachel Morris, City Attorney

_____

TOWN OF LAKESIDE, a Colorado statutory town

_____
Robert Bernhardt
Mayor
5801 W. 44th Avenue
Lakeside, CO 80212

ATTEST:

_____
Records Clerk
Town of Lakeside

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 8.B.1.

TO: THE HONORABLE CITY COUNCIL DATE: July 7, 2026

SUBJECT: R26-050, A Resolution to Adopt the City of Arvada's Climate and Sustainability Action Plan (Presenter: Steven Russell, Senior Sustainability Coordinator)

Report in Brief

PRESENTER: Steven Russell, Senior Sustainability Coordinator

Following a multi-year outreach and development process that included several hundred engagements with Arvada community members, consultation with 75 members of staff, and multiple sessions with City Council, we are pleased to bring the final version of Arvada's new Climate and Sustainability Action Plan (CASAP) for your review and adoption. The CASAP is a roadmap toward a more sustainable future, which recommends over 150 potential strategies, and outlines an annual action planning and reporting process. The CASAP framework mobilizes the entire organization to address the footprint of city operations and facilities, and engages local organizations to drive sustainability and climate action in the community. Adoption of the CASAP will put plans into action, so staff across departments can work toward a more sustainable future for Arvada.

The Arvada team recommends that the City Council approve R26-050, A Resolution to Adopt The City of Arvada's Climate and Sustainability Action Plan.

Financial Impact

Costs associated with recommended action will vary annually, based on the action plan priorities and the scale of implementation. Staff will revisit Sustainability Program costs annually through the City's budget process and make recommendations to the City Council.

Background

Climate change is a slow-moving emergency that is already affecting Arvada through a wide variety of impacts, including more extreme storms, compromised air quality, summer heat stress, water resource challenges, biodiversity loss, and increased wildfire risk. The 2026 CASAP follows the 2012 approval of the Sustain Arvada plan, which also recommended numerous sustainability and climate actions that were relevant at that time; however, sustainability is a quickly evolving field and a new plan is warranted to keep Arvada's status as a local leader in climate action. CASAP was developed in close coordination with the Arvada Sustainability Advisory Committee and included numerous engagements with the public, at events, focus groups, and a formal public comment period; so that the document adequately reflects the voice and values of our community. Staff last brought the CASAP to Council at a workshop in February 2026 and September 2024 before that. Through the last workshop, 1:1 meetings, and emails with Council members, staff gathered over 100 recommendations. These comments, plus over 350 recommendations from the public, were implemented in the months between the February workshop and today. Staff carefully reviewed each of the 450 recommendations and implemented all feasible input, resulting in a much improved document up for Council's consideration today.

Discussion

The CASAP is a significant update to Arvada's sustainability program, following the 2012 Sustain Arvada Plan. While some content was retained from Sustain Arvada, the CASAP is a new plan with a new approach, that reflects contemporary approaches to municipal sustainability practices.

If adopted, Council will re-align Arvada's sustainability and climate action planning efforts with the quickly evolving field of sustainability. A more sustainable future will result in numerous benefits to the community, including:

- Energy efficient buildings
- A robust local economy
- Safe and reliable multimodal transportation
- Clean air and water
- A healthy and prolific tree canopy
- An equitable and accessible community
- Reliable renewable energy
- Easy access to biodiverse green space
- Resiliency to climate-related emergencies
- Improved public health
- Closed-loop waste management
- A strong local food system
- Beautiful public spaces
- Efficient, cost-effective utilities

If Council chooses not to adopt the CASAP or sends the plan back for additional work, Arvada could fall behind in our sustainability action efforts and could miss the window of opportunity to take meaningful action toward reducing the impacts of climate change on the community.

This work is not free, but there are cost savings to be realized and external funding sources that will supplement implementation. Funding requests for prioritized actions will be submitted for consideration in the City's biannual budget cycle and staff intend to be in constant pursuit additional funds from grants and similar sources. Staff will also take steps to ensure that savings due to sustainability action are documented in the annual reporting cycle.

Public Contact

The most recent version of the CASAP is the result of the responses to a formal public comment period and close consultation with both City Council and the Arvada Sustainability Advisory Committee; additionally, 75 members of staff have been consulted, leveraging our in-house expertise to vet the plan. The public has been adequately consulted in the development of the CASAP. In addition to the recent public comment period, members of the community were regularly consulted in the drafting and vision-setting phases of the document's development.

Commission Recommendation

The Arvada Sustianability Advisory Committee has endorsed the CASAP, providing the following letter of support:

To: Arvada City Council

From: Arvada Sustainability Advisory Committee

RE: Support for City of Arvada Climate and Sustainability Action Plan

Dear Mayor and Members of the Arvada City Council,

We, as the Arvada Sustainability Advisory Committee (ASAC), appointed by and at the service of the City Council, are writing to express our strong support for the adoption and implementation of the City of Arvada's Climate and Sustainability Action Plan (CASAP). We believe this plan represents a critical and timely step in responsibly stewarding Arvada's resources to foster economic prosperity, environmental stewardship, and community vitality now and into the future. Adoption of the CASAP also positions Arvada as a proactive partner in regional climate solutions that strengthen outcomes for the entire metro area.

The committee is particularly encouraged by CASAP's comprehensive and multidisciplinary approach to climate action. By addressing greenhouse gas emissions and sustainability across key sectors including buildings and energy, water conservation, land use and transportation, waste diversion, and economic development, the plan reflects City Council Strategic Plan priorities including quality of life, local economy, physical systems, and technological systems, while maintaining a focus on equity across the community. This approach was further strengthened by extensive community engagement throughout the planning process, which elevated diverse perspectives from residents, businesses, technical experts, and community and regional partners, and helped shape strategies that reflect community values and priorities. Alongside community engagement, city staff were consulted to ensure priorities in the plan were in alignment with existing efforts and wouldn't create conflicting priorities.

While the urgency of addressing climate change at the local level cannot be overstated, the long-term benefits of early action are often understated. CASAP provides a clear, actionable roadmap for educating the community, reducing greenhouse gas emissions, preparing for climate impacts, and advancing equitable and resilient outcomes for the entire community. ASAC strongly supports the goals outlined in the plan and stands ready to continue partnering with City Council and city staff to support implementation, monitor progress, and adapt strategies over time.

We urge City Council to adopt the Climate and Sustainability Action Plan and take decisive action toward its implementation. By doing so, Arvada can play a meaningful role in regional climate action and help ensure a healthier, more sustainable future for current and future generations.

Thank you for your leadership and for your consideration of this important plan.

Sincerely,

Members of the Arvada Sustainability Advisory Committee

Strategic Alignment

The CASAP aligns with numerous Council priorities from the Council Strategic Plan, and it is in alignment with every Implementation Principle. The CASAP also proposes activities and methods that align with multiple Strategic Goals, including: Housing 6; Local Economy 2, 3, 5, 6, and 8; Physical and Technology Systems 4; and Quality of Life 1, 2, 3, 4, and 5. Lastly, it aligns with Work System priorities: INF1, INF 2, INF 3, INF4, INF7, INF8, CED1, CED2, CED3, VCN1, VCN2, VCN3, VCN4, VCN5, VCN6, VCN7, VCN8, and OSE1.

Alternative Courses of Action

1. Council may approve and adopt the Climate and Sustainability Action Plan pending final design edits, ADA compliance/remediation, and the inclusion of a letter from Council/Mayor.
2. Council may request additional edits and return for consideration at a future date. There is always room to improve, but this will result in a time delay as staff implement additional edits.
3. Council may reject the CASAP without instruction to improve the document. This will lead the sustainability program to operate without a council-approved plan guiding actions.

Recommendation for Action

The Arvada team recommends that the City Council approve Alternative No. 1: Approval and adoption of the Climate and Sustainability Action Plan pending final design edits, ADA compliance/remediation, and the inclusion of a letter from Arvada's Elected Leadership.

Suggested Motion:

I move that R26-050, A Resolution to Adopt the City of Arvada's Climate and Sustainability Action Plan, be (approved) (rejected).

Prepared by:
Steven Russell, Senior Sustainability Coordinator

Reviewed by:

Approved by:

Jacqueline Rhoades, Director of Infrastructure	06/18/2026
Bryan Archer, Chief Financial Officer	06/22/2026
Tammy Hedlund, Legal Specialist	06/22/2026
Toni Riebschlager, Law Office Administrator	06/22/2026
Zachary Woolweaver, Assistant City Attorney I	06/23/2026
Rachel Morris, City Attorney	06/23/2026
Allison Scheck, Deputy City Manager	06/23/2026
Don Wick, City Manager	06/24/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-050

A RESOLUTION TO ADOPT THE CITY OF ARVADA'S CLIMATE AND SUSTAINABILITY ACTION PLAN

WHEREAS, in 2012, the city adopted the Sustain Arvada Community Plan to outline opportunities and strategies for integrating sustainable practices into the City's operations; and

WHEREAS, sustainability is a rapidly evolving field due to changes in technology, best practices, and ever evolving information; and

WHEREAS, the City Team have been coordinating with members of the community, Arvada City Council, and various members of City Staff to finalize a robust Climate and Sustainability Action Plan to meaningfully move toward a more sustainable future for the City of Arvada.

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 this Resolution adopting the City of Arvada's Climate and Sustainability Action Plan to identify and coordinate City efforts to work toward a more sustainable future.

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

Section 3. Upon the adoption of this resolution by the City Council, The Sustain Arvada Community Plan is hereby superseded and retired, to be replaced by the Climate and Sustainability Action Plan.

APPROVED AND ADOPTED this 7th day of July, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

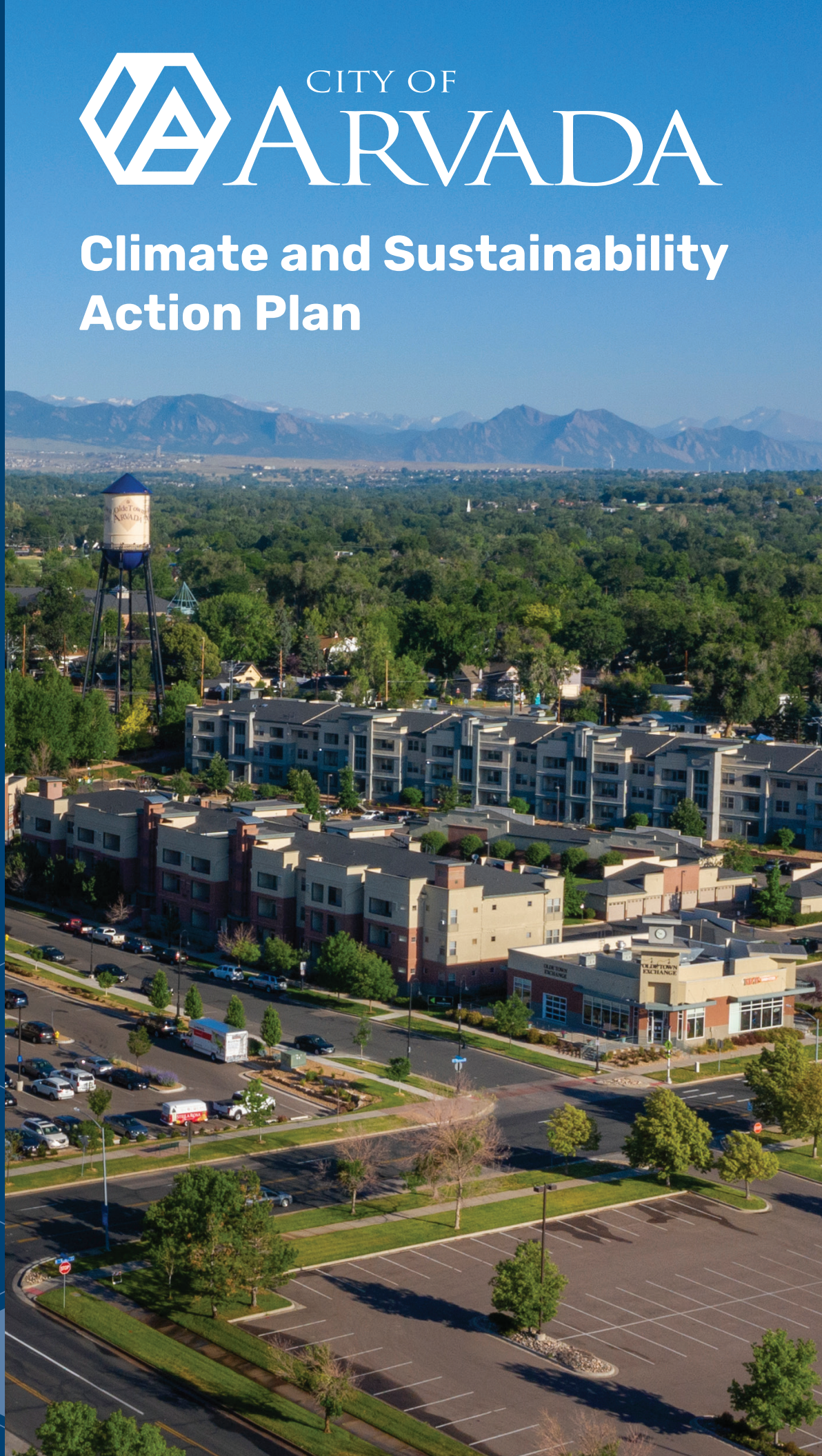
APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

2026

CITY OF ARVADA

Climate and Sustainability Action Plan



Contents

Acknowledgments 1
City Council 1
Editorial Team 1
Arvada Sustainability Advisory Committee 1
Project Management Team 1
City of Arvada Staff 2
Consultant Teams 3
Community 3
Land Acknowledgement 3
Message from Leadership 4
Executive Summary 5
How Was the Plan Developed? 5
What's in the Plan? 6
Moving Arvada forward 6
Introduction 7
Vision for a Sustainable Arvada 7
What is Sustainability? 8
Sustainability Action 8
Sustainability's First Definition 8
Climate Action 9
Scientific Consensus on Climate Change 9
Resiliency Action 10
Community Guidance 11
Early Community Engagement Efforts 11
Staff Collaboration 11
Public Comment Period 11
Economic Model for Sustainability 12
Household Finances and Sustainability 12
Community Spotlight: Mission Arvada 13
Environmental Access and Equity 13
Collaboration for Sustainable Outcomes 13
Air Quality in Arvada 15
Timeline 17
Sustain Arvada 19
Wildfire in a Changing Climate 19
Better Buildings Challenge 2023 20
Where We Are 21
GHG Emissions Inventories 21
Accounting Methods and Establishing a Baseline . . 22
Community-Wide GHG Inventory 23
Xcel Energy Grid Transition 24
Community-Wide Emissions by Source 24
Regional Context for Community-Wide Emissions . 25
Local Government Operations GHG Inventory 25
Local Government Operations Emissions by Source . 26
Consumption-Based Emissions 26
Power Shutoffs and Wildfire Risk 27
Modeling the Future 27
Strategic Climate Action Model 28
Arvada's GHG Reduction Goals 28
The Push for Net Zero 29
Where We're Going 31
Phased Approach 31
Action Planning 31
Accountability and Monitoring 31
Plan Organization 32
Six Action Sectors 32
Pay-As-You-Throw 32
Actionable Strategies 33
Potential Collaborators 33
Proposed Metrics 33
Potential Impact Scores 33
The Scoring Process 34
The Weighting Schema 34
Actions Already in Progress 35
Waste Diversion at Bulky Item Events 35
Arvada's Key Priorities 37
Conclusion 71
Appendix A 72
Appendix B 77
Appendix C 81
Appendix D 91
Appendix E 111

Acknowledgments

The Arvada Climate and Sustainability Action Plan was made possible with the support and dedication of many contributors who engaged throughout the planning and development process. We acknowledge and express our gratitude to the following Community members, Arvada City Staff, Arvada Sustainability Advisory Committee Members, and Arvada City Council Members.

City Council

Lauren Simpson	Mayor
Randy Moorman	Mayor Pro Tem
Bob Fifer	Councilmember
Michael P. Griffith	Councilmember
Rebecka Lovisone	Councilmember
Sharon Davis	Councilmember
Shawna Ambrose	Councilmember
Brad Rupert	Former Councilmember
John Marriott	Former Councilmember
Lisa Feret	Former Councilmember

Editorial Team

Steven Russell	Sustainability Coordinator
Aislinn Droski	Transportation Planner

Project Management Team

Aislinn Droski	Transportation Planner
Enessa Janes	Former Director of VCN
Eric Lewin	Deputy Director of Infrastructure Internal Services
Jacqueline Rhoades	Director of Infrastructure
Katie Patterson	Communications Manager for Infrastructure
Kellee Van Bruggen	Transportation Planning Manager
Nalini Margaitis	Former Sustainability Coordinator
Rachel Morris	City Attorney
Sean Star	Communications Manager for VCN
Sharon Israel	Former Director of Utilities
Steven Russell	Sustainability Coordinator

Arvada Sustainability Advisory Committee

Dar-Lon Chang	Chair
Kia Ruiz	Vice Chair
Harriet Hall	Secretary
Randy Moorman	City Council Liaison
Alex Pray	Member
Emma Boff	Member
Haley Hall	Member
Kristin Klipka	Member
Laurel Mattrey	Member
Marissa LaPorta	Member
Mark Jelinske	Member
Michelle Martin	Member
Aaron Coffeen	former Member
Krystle Morey	former Member
Rachael Smallwood	former Member
Tara Kent	former Member
Vinnie LaSalvia	former Member

City of Arvada Staff

Abe Munoz	Water System Manager
Adelle Burton	Special Events and Public Arts Manager
Alastair Keith-Lucas	Stormwater Regulatory Analyst
Amy Willhite	Water Resources Administrator
Ann Foster	ADA Coordinator
Ben Sawaya	Pavement Manager
Bethany Kolb	Civil Engineer
Bobby Bromley	Open Space Manager
Brad Wyant	Water Treatment Manager
Brian Wilkerson	Emergency Manager
Britton Thomas	Engineering Manager
Bryan Archer	Chief Financial Officer
Candice Svoboda	Assistant to the City Manager
Carrie Briscoe	Exec. Director, Arvada Urban Renewal Authority
Cati Munic	Accounting Specialist
Chris Kampmann	Former Utilities Services Manager
Chris Lisberg	Assistant City Engineer
Christine Gray	Utilities Business Manager
Claudia Vaughan	City Engineer
Craig Koehler	Wastewater and Stormwater Manager
Daniel Smith	Chief Surveyor
Deborah Baumgartner	Utilities Services Manager
Derrick Kuhl	Deputy Director of VCN
Dominic Vessa	Deputy Director of Infrastructure Operations
Don Oliphant	Engineering Manager
Donna Hilton	Grants Administrator
Doreen Mazza	Procurement Specialist
Evelyn Rhodes	Water Quality Administrator
Gabriella Bommer	Director of Human Resources
Gail Walker	Legal Specialist
Ian MacDonald	City Forester
Ike Miller	Fleet Manager
Izabela Petrykowska	Exec. Director, Arvada Economic Development Association
Jake Moyer	Stormwater Administrator
James Long	Digital Content Producer
Janelle Miller	Assistant City Attorney
Jessica Colby	Education Administrator
Jessica Garner	Director of Community and Economic Development
Jessica Morales	Deputy City Attorney
Jim Greer	Construction and Inspection Supervisor
Joe Kunze	Manager of Golf Course Maintenance and Operations
John Firouzi	Former Transportation Manager
Josie Suk	Systems and Administrative Manager of CED
Justin Clark	Former Chief Building Official
Kim Vagher	Manager of City Facilities
Kyley Flynn	Chief Building Official
Lindsay Gillis	Nature Center Director
Mary Stahl	Engineering Manager
Melanie Walter	Engineering Manager
Michael Hodyno	Assistant Manager of City Facilities
Michael Koslow	Engineering Manager
Nancy Flock	Economic Development Specialist
Nathan Sexton	Manager of Traffic Operations and Maintenance
Noelle Oberg	Organization Development Manager
Rick Diaz	Food and Beverage Manager
Rob Smetana	Manager of City Planning and Development
Rozalynne Thompson	Principal Planner
Ryan Stevenson	VCN Director
Sam Rogers	Civil Engineer
Steve Gustafson	Parks Manager
Steve Lynes	Manager of Golf
Steve Milke	Creative Services Designer
Thomas Shaw	Former Traffic Engineer
Wendy Essert	Water Resources Analyst

We also recognize the many City of Arvada staff members who advance sustainability at Arvada through mindful execution of their daily duties.

Consultant Teams

Lotus Engineering and Sustainability was contracted in 2023-2024 to conduct the City's Greenhouse Gas Inventories and to draft some of the text used in this Climate and Sustainability Action Plan (CASAP).

Leif Consulting, LLC was contracted in 2015 to conduct the City's Community-Wide GHG Inventory baseline.

Community

The City acknowledges and appreciates the many Arvadans who provided feedback through public comment, focus groups, SpeakUp Arvada, tabling events, and other engagement opportunities.

Land Acknowledgement

We pause to note that the City of Arvada occupies the historic land of the Ute, Arapaho, Cheyenne as well as some of the other 45 recognized tribes that lived in what we know today as Colorado. As current people within this space, we acknowledge the history of when the pioneers took over this area to alter the interconnected human relationship to land, air, and water to a transactional relationship through genocide and land theft. We recognize the ancestors of these tribes still survive and we intentionally seek that they thrive in our modern era. As residents of this area we seek awareness for these tribes to be in contact with our government, economic, land stewardship, and residential bodies to be in dialogue about how we can all move forward together for the benefit of the land and the people.

We recognize with gratitude that this land was stewarded by previous generations, so that we may enjoy its natural beauty today.

Message from Leadership

Executive Summary

The City of Arvada ("City" or "Arvada") has a long record of sustainable practices that contribute to its high quality of life, ample green space, and economic well-being. Yet, there is a scientific consensus that greenhouse gas (GHG) emissions from human activity are changing the Earth's climate. The consequences are already being felt across the community, through impacts such as increased wildfire risk, water insecurity, and more extreme weather. Climate change is a slow-moving emergency that humans are causing, and that we are capable of addressing through collective action and local leadership.

The impacts of climate change are not only regional or global challenges; they also increasingly affect the daily lives and finances of households across Arvada. Community members are already experiencing rising utility and insurance costs due to hotter summers and the growing risk of climate-related emergencies. The changing climate also leads to increased public health risks from heat-related illness, compromised air quality, and mental health stress. More intense storms can damage homes, strain public infrastructure, and result in power outages, while drought conditions and invasive pests place additional stress on urban trees, waterways, and local wildlife.

In the face of these challenges, this Climate and Sustainability Action Plan (CASAP) lays out a vision for a sustainable future. In a sustainable Arvada, residents, businesses, workers, and visitors will experience:

Energy efficient buildings
A robust local economy
Safe and reliable multimodal transportation
Clean air and water
A healthy and prolific tree canopy
An equitable and accessible community
Reliable renewable energy
Easy access to biodiverse green space
Resiliency to climate-related emergencies
Improved public health
Closed-loop waste management
A strong local food system
Beautiful public spaces
Efficient, cost-effective utilities

The CASAP connects this vision with pathways and strategies that will help us reach that future. Arvada will take both sustainability action and climate action. Sustainability action will realize the immediate and long-term quality of life benefits of a more healthy, resilient, and vibrant community. Through climate action, the City will work to reduce the 815,000 metric tons of CO_2 equivalent GHGs that Arvada emits annually. Together, these efforts will drive Arvada to attain its vision for a sustainable future while responding appropriately to the climate emergency.

How Was the Plan Developed?

Community input and engagement: With the support of Lotus Engineering and Sustainability, Arvada conducted multiple rounds of public engagement in 2024 and 2025 to gauge public priorities around sustainability. Staff conducted one additional formal public comment window on the final text in December 2025, which received 269 net responses with 68% of respondents reporting they read all or part of the text draft. The Arvada Sustainability Advisory Committee ("Sustainability Committee") also invited community members to sign a letter of support upon reviewing the document, which collected signatures from 101 Arvadans. The ongoing engagement process ensured that community feedback informed every stage of plan development, allowing city staff to be confident that the plan reflects the voice of Arvadans, and that it resonates with the community.

Cross-departmental vetting and planning: Along with community outreach, city staff and elected leaders were engaged throughout the process to vet the plan's accuracy, ensure its recommendations are implementable, and verify that the City's ongoing efforts were thoroughly documented. This included several dozen individual meetings, group discussions, Council presentations, and workshops; this exhaustive internal coordination ensured the plan was grounded in operational reality.

Vision for a sustainable future: The vision for this CASAP was formed through extensive community outreach, discussion with City Council, and consultation with industry experts. Additionally, staff conducted a workshop to define sustainability as it relates to the City of Arvada, collecting input from the Sustainability Committee and a large group of city staff. The vision also builds on the City's first formal effort around sustainability planning, the 2012 Sustain Arvada plan. This plan laid out an early vision for sustainability at Arvada and guided many of the City's early sustainability practices; while many of its recommendations are no longer relevant, the core intent is reflected in the CASAP's vision for a sustainable future.

What's in the Plan?

Introduction: The CASAP starts with several short sections discussing the vision for a sustainable Arvada, introducing concepts of climate change, and discussing community engagement and equity. The rest of the CASAP uses a chronological structure to first celebrate early actions, acknowledge current status, and plan for next steps.

Where we've been: The City released its first comprehensive sustainability plan in 2012 with the Sustain Arvada plan. Sustain Arvada provided a robust vision for sustainability in two parts: a Community Action Plan and a Municipal Operations Plan. Since that time, Arvada staff have advanced many sustainable practices and initiatives, so a section of the CASAP celebrates and acknowledges the City's many sustainability actions and accomplishments to date.

Where we are: Arvada set its baseline Community-Wide GHG inventory in 2015, then conducted another in 2023. Between 2015 and 2023, the City saw a 17% reduction in community-wide GHG emissions, driven by energy grid improvements, community action, and implemented strategies from the Sustain Arvada plan. This CASAP details the results of multiple GHG inventories (including the City's first Local Government Operations GHG Inventory) and uses conservative modeling to project future emission trends. These results provide the foundation for setting informed targets that will guide the City's climate actions with confidence.

Where we're going: Finally, building on the GHG data and past progress, the CASAP lays a path forward. The plan outlines 28 key priorities, supported by strategies for implementation and metrics to track progress. This section also details implementation considerations such as prioritization, leadership responsibilities, and potential partnerships. Taken together, the portfolio of key priorities create an actionable cross-departmental roadmap toward a more sustainable and resilient Arvada.

Moving Arvada forward

The CASAP serves as both a call to action and a strategic framework for progress. Arvada can't solve the climate emergency alone, but meaningful progress on the issue will require action from communities around the world, including Arvada and its regional partners. Following the CASAP's guidance, the City is committed to doing its part to reduce (and some day reverse) the impacts of climate change. Building on past actions, community support, and the City's strategic priorities, the plan positions Arvada to meet the challenges of climate and sustainability action. Guided by data, collaboration, and long-term vision, the CASAP mobilizes the City to strengthen economic prosperity, protect public health and safety, and build a resilient community that can sustain Arvada for generations to come.

Introduction

The City of Arvada ("City" or "Arvada") is known for its unique small-town charm, vibrant community, and accessible outdoor recreation that approximately 125,000 residents[1] enjoy. Community assets, such as the G Line commuter rail, the Arvada Center, Olde Town, and the trail system, make Arvada both a key destination in the region and a desirable place to live, work, and play.

The City recognizes the need to promote and adopt more sustainable practices in both city operations and the community at-large, in response to the ongoing climate crisis. Arvada developed this Climate and Sustainability Action Plan (CASAP) to set an ambitious but realistic roadmap intended to build community resilience, reduce greenhouse gas (GHG) emissions, and foster sustainable development in Arvada.

The City Council and the Arvada Sustainability Advisory Committee ("Sustainability Committee") first set a vision for sustainability in 2012 with the formal approval of Sustain Arvada. Sustain Arvada laid out a direction and actionable plans to increase sustainable practices in both the community and municipal operations. Following its passage, Arvada saw some big wins, such as: codifying a LEED certification policy for new city buildings in 2012, passing a waste hauling and recycling ordinance in 2020, and developing an Energy Action Plan in 2022.

The City is fortunate to have passionate and dedicated staff who are already implementing sustainability in operations and planning across multiple departments. With the release of this CASAP, Arvada seeks to build on the successes of Sustain Arvada by contemporizing the vision for a more sustainable future, monitoring and reporting progress on the City's GHG emissions, and deploying a robust suite of multi-departmental key priorities with implementation strategies and tracking metrics. Used together, the tools and plans laid out in the CASAP can reduce the overall footprint attributable to the City and wider community, and position Arvada as a regional leader in climate action.

The majority of key priorities and strategies proposed in this document address city operations because this is where the Arvada city government has the greatest ability to make an immediate impact. However, sustainability requires a whole-community approach. Building sustainability and resilience will necessitate capacity-building in the form of resources, tools, and opportunities for community members. So, the CASAP also proposes a number of community education and engagement initiatives, designed to empower Arvadans to advance sustainability in their own lives and the local economy.

Vision for a Sustainable Arvada

Arvada is a city that **Dreams Big and Delivers.** We will work with urgency to ensure a high quality of life for current and future generations by reducing the impacts of climate change while preserving the economic opportunity and natural resources that make Arvada an amazing place to live. We will strive to develop a thriving, resilient, and equitable city that is responsive to contemporary climate challenges, stewards the natural environment, and embraces Arvada's unique character.

1 United States Census Bureau: Arvada

We are dedicated to delivering superior services to enhance the lives of everyone in our community. A sustainable Arvada will provide its residents, businesses, workers, and visitors with:

Energy efficient buildings
A robust local economy
Safe and reliable multimodal transportation
Clean air and water
A healthy and prolific tree canopy
An equitable and accessible community
Reliable renewable energy
Easy access to biodiverse green space
Resiliency to climate-related emergencies
Improved public health
Closed-loop waste management
A strong local food system
Beautiful public spaces
Efficient, cost-effective utilities

This vision reflects the ideas and aspirations shared by Arvadans throughout an ongoing public engagement process. Throughout the development of the CASAP, residents, businesses, and community groups have provided ongoing input on the values, concerns, and opportunities that should guide Arvada's approach to climate and sustainability action.

This CASAP guides Arvada staff to implement operational strategies that advance sustainability and climate action, in a manner that balances comprehensiveness, ambition, and realisticness. While the CASAP focuses largely on operational changes to be carried out by city staff, it also seeks to harmonize efforts with community members and organizations to bring about a more sustainable future for Arvada.

What is Sustainability?

Sustainability is a resource management philosophy that was first defined by a 1987 think tank called the Brundtland Commission. The definition has been re-interpreted many times since by organizations of all types and sizes. Arvada has developed its own definition for sustainability that was first drafted through an interactive workshop with the Sustainability Committee, then later refined by staff in a similar workshop, and ultimately affirmed by City Council through this CASAP.

In Arvada, sustainability is our commitment to care for the environment while maintaining a strong local economy, fostering equity, and building resilience, so that both current and future generations can thrive. Sustainability means living in harmony with our natural and built environments by stewarding air, land, water, wildlife, and the public spaces that define Arvada. It also means continually learning and adapting as new challenges and opportunities emerge, and honoring the values and heritage that shape our community. Sustainability is increasingly embedded into decision-making at the City, ensuring our choices are environmentally responsible, socially equitable, and economically feasible, which strengthens our community and secures a high quality of life for the long term.

The term "sustainability" will be used in this plan as an umbrella term covering many related concepts across climate, resiliency, and sustainability action.

Sustainability Action

Climate change is an urgent threat to human safety and well-being that warrants dedicated attention, so GHG management through climate action is a primary focus of this CASAP. But **sustainability action** is a wide-reaching practice that engages many city activities beyond GHG management. The CASAP will touch on many areas of sustainability, such as transportation, waste management, natural areas, water conservation, building efficiency, local food, and more. This version of the CASAP will focus specifically on those areas where the City has some ability to control outcomes through its efforts.

Sustainability's First Definition

The Brundtland Commission defined Sustainable Development as "development that meets the needs of the present without compromising the ability of future generations to meet their own needs." Masterful in its simplicity, this definition has persisted as the widely recognized fundamental principle of sustainability.

Learn more about the Brundtland Commission and the Global Goals for Sustainable Development

Scientific Consensus on Climate Change

Among scientists who study Earth's climate, there is strong consensus that it is changing rapidly, driven primarily by human consumption of fossil fuels since the Industrial Revolution. This is evident over a multitude of metrics, such as average temperatures, frequency and intensity of storms, loss of glacial mass, and the changing chemical composition of our atmosphere. While climate change has become a polarizing topic in today's political environment, the scientific community is largely aligned on both the evidence and its causes.

Arvada recognizes that not all members of our community share the same views on climate change. Regardless of where community members stand, the actions proposed in the plan can create real, tangible benefits for everyone through cleaner air, stronger emergency preparedness, and more efficient city operations which all contribute to a higher quality of life for all Arvadans. As the impacts of climate change become more apparent over time, we may see a greater degree of common ground. Until then, Arvada will keep acting in the interest of a more resilient, healthy, and safe community.

Learn more about the international consensus on human-caused climate change, as well as the causes and impacts of the changing climate from the **Intergovernmental Panel on Climate Change and their Sixth Assessment Report.**

Sustainability action is the deliberate effort to reduce environmental damage, strengthen community resilience, and ensure that natural, social, and economic systems can thrive together over time. It aligns today's choices with long-term well-being, enhancing quality of life, supporting clean air and water, fostering healthy lifestyles, growing a strong local economy, and preserving a thriving, biodiverse environment, all generating prosperity for generations to come.

Through this lens, sustainability action seeks to deliver a future that aligns Arvada's definition of sustainability. Sustainability action will create the conditions for people, nature, and the local economy to thrive today and into the future.

Climate Action

We face a climate emergency created by human activity that has already begun to impact our region with increased severity of wildfires, shifting rain and snow patterns, and warmer temperatures. Decades of scientific evidence has led to an overwhelming consensus: the observable changes to our climate are related to the accumulation of GHG emissions in Earth's atmosphere, primarily associated with human activity over the last century.

As the effects of climate change continue to grow more real, and as the scientific consensus has become broadly acknowledged, individuals, communities, organizations, and governments around the world are working urgently to reduce emissions and build resilience. This is **climate action**.

This CASAP recognizes and clarifies Arvada's role in taking **climate action** to save the planet. We are already experiencing increasing levels of climate change and more severe impacts are expected in our children's lifetimes. The question now is how much can we do to decrease the accumulation of GHGs in the atmosphere, and thereby avoid the worst of the impacts to our climate.

The City has the most control over the GHG emissions that result from city government operations, so these are a primary target of this CASAP. According to our 2023 Local Government Operations (LGO) GHG Inventory, Arvada (the organization) is directly responsible for an annual release of 8,503 Metric Tons of CO_2 Equivalent ($MTCO_2E$) into the atmosphere. This number more than doubles to 18,440 $MTCO_2E$ when we include less-precise "consumption based" emissions. The companion Community-Wide (CW) GHG Inventory produced the same year found that Arvada (the whole city) emits 815,000 $MTCO_2E$, or around 6.5 $MTCO_2E$ per capita, annually. We explain what this means in the GHG Inventories section of the CASAP, on page #. To sum it up for now, these emissions are significant and we will seek to reduce them, in order to play our role in addressing the impacts of climate change.

Global Metric Tons CO_2 Emissions from Fossil Fuel Consumption

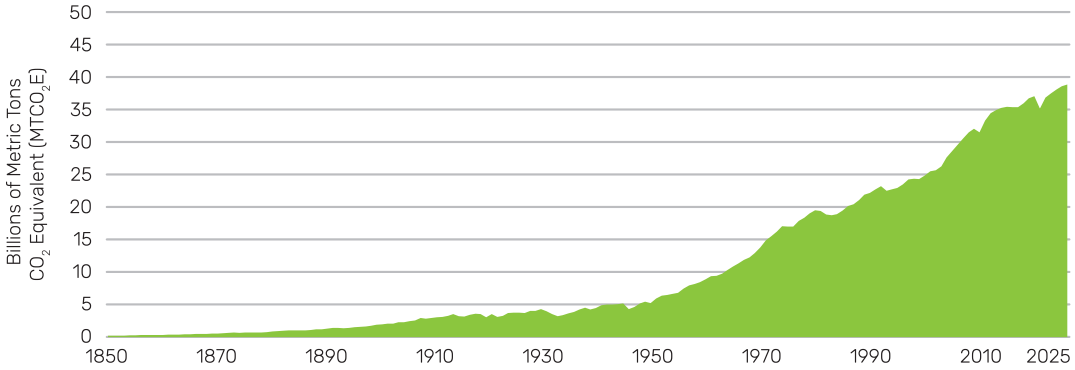


Figure #: This graph shows cumulative CO2 emissions across the globe, since 1850. Source: Global Carbon Budget.

Source: Global Carbon Budget" destination: **https://globalcarbonbudget.org**

There is both hope and evidence that we are capable of changing course. For example, our adjusted 2015 baseline CW GHG Inventory showed Arvada emitting 986,249 $MTCO_2E$. Just 8 years later, the 2023 inventory showed that Arvada has already decreased CW GHG emissions by 17%, to 815,096 $MTCO_2E$! While there is certainly more work to do, this is a meaningful start.

Resiliency Action

Addressing climate change will involve both reducing GHG emissions and responding to impacts that are already here. In Arvada, we are already experiencing climate change impacts such as increased wildfire risk, drought, extreme heat, and severe weather. While GHG reductions will help to reduce future climate impacts, **resiliency action** ensures Arvada can withstand, adapt to, and recover from these conditions. Advancing resilience alongside emissions reductions will help protect public health and safety, maintain essential services, ensure long-term economic competitiveness, and preserve quality of life.

Resiliency action focuses on strengthening systems that Arvadans rely on by building redundancy, reducing vulnerabilities, and increasing the community's capacity to recover.

This includes advancing distributed energy generation and backup storage, performing infrastructure upgrades, and hardening buildings to climate-related hazards. It also involves reducing exposure to climate-related risks through strategies like expanding tree canopy, mitigating urban heat, improving air quality, and planning for water scarcity and stormwater impacts. Resiliency also means strengthening the community through emergency response coordination, resiliency hubs, and support for physical and mental health.

Climate impacts are not experienced equally, and efforts must prioritize equitable access to resources like emergency power, cooling, and heating. By advancing resilience as a core component of climate action and keeping equity at the forefront, Arvada is taking steps to safeguard public health, support economic stability, and sustain a strong, adaptable community.

Community Guidance

To ensure a CASAP that authentically reflects Arvada, an engagement process was designed and implemented to collect input on the community's guiding priorities for climate and sustainability action. City Council, city staff, the Sustainability Committee, focus groups, and community members were all key to engaging in this process.

Early Community Engagement Efforts

Arvada conducted numerous community engagement opportunities to guide the early development of the CASAP. Arvada sought feedback in public tabling events, online feedback surveys, an open house, close coordination with the Sustainability Committee, focus groups, City Council sessions, consultations with Arvada staff, and a formal public comment period.

For more information on the Public and Stakeholder Engagement process, see Appendix B.

During early community and staff engagement, the following priorities surfaced as focus areas for the CASAP:

- **Economy:** Workforce development, community agriculture, supporting local businesses, and more affordable housing
- **Energy:** Renewable energy, energy efficiency, and lower energy bills
- **Equity:** Ensuring that sustainability is accessible to all, and is inclusive of communities that have been historically excluded
- **Natural areas:** Improved access to parks and open spaces and preservation of green space and wildlife
- **Transportation:** Safe, convenient, and reliable multimodal transportation options
- **Water system:** Efficient and reliable water utilities, more green infrastructure, and residential conservation resources
- **Waste diversion:** Expanded composting and recycling services, and more educational resources

Equity emerged as an underlying key value during the initial outreach phase. While the other community priorities informed specific priorities and strategies, climate equity was repeatedly identified as a desired **overall** outcome of the CASAP. As a result of this input, Arvada staff included the advancement of equity as a key consideration in prioritizing projects in the CASAP.

Staff Collaboration

In addition to public engagement and outreach, the Sustainability Team worked extensively across the organization with staff from virtually every department. As the professionals who are ultimately responsible for the implementation of the CASAP's key priorities and strategies, it was important to ensure that staff fully vetted and endorsed the CASAP's proposals. Sustainability staff held over 70 internal meetings, group discussions, and workshops with city staff during the development of the CASAP. Through these discussions, staff reviewed relevant portions of the plan, verified the feasibility of the CASAP's proposed strategies, and identified 68 ongoing city initiatives that advance aspects of sustainability. The full list of current sustainability initiatives in Arvada is available in Appendix C.

Public Comment Period

In late 2025 and early 2026, Arvada staff held a formal public comment opportunity on the near-final text draft. A survey was launched that received a net 269 responses from community members; 68% reported reading all or part of the CASAP draft. Community members also recommended many of the side notes readers will find across the CASAP, featuring sustainability highlights from across Arvada.

Community Spotlight: Arvada Center Microgrid

In 2023, the Arvada Center became one of just six sites in Colorado selected for an advanced microgrid installation. The system combines solar power, battery storage, and backup generation to provide reliable energy during emergencies, allowing the facility to operate independently from the utility grid when needed. As a potential emergency shelter and resilience hub, the Arvada Center demonstrates how investments in clean energy can also strengthen community preparedness and energy security.

Responses were overall mixed, with the majority (just under 60%) of respondents falling in a "neutral or mixed support" category. This group generally expressed support for the plan, while also wrestling with the tradeoffs between costs and benefits. Roughly 20% expressed "strong support" for sustainability initiatives and 20% expressed "strong opposition". The respondents provided over 300 "clear and actionable" recommendations. Each comment was logged and considered in the final text edits.

Economic Model for Sustainability

Climate and sustainability actions are investments in the present that pay out returns into the future. Like any new programs, many of the proposed sustainability initiatives in the CASAP will incur upfront costs. Over time, we also expect many of these initiatives to reduce future costs and to realize difficult-to-quantify benefits. For example, a native turf conversion project will have upfront costs such as the labor to remove non-native turf and the purchase of new seed, which may come at a premium. Over time, the converted area will reduce maintenance costs because it takes less mowing and it will save water costs because native turf simply requires less water to survive. The conversion will also provide difficult-to-quantify benefits such as decreasing wildfire risk (native turf is more resistant to fire), and increasing biodiversity (by providing habitat and food to native pollinators).

An active sustainability program will also open doors to new financial opportunities for the City. For example, many grant opportunities require an active sustainability plan as a pre-requisite, because funders want to see that the City is addressing sustainability in the community via its own commitment of resources first. Regional, state, and national networks and collaborations also seek out municipal sustainability programs for additional opportunities to implement sustainable practices and initiatives. In order for Arvada to capitalize on all the opportunities available to us, the City must dedicate sufficient human resources and base funding to keep the program running effectively. By investing long-term, sustainable funding and resources, we aim to position the City to leverage other compatible financial resources.

The Sustainability Team is committed to pursuing long-term outcomes from its efforts. Arvada staff will seek out grants, partnerships, operational efficiencies, and other funding opportunities to advance sustainability and climate actions while remaining mindful of long-term fiscal impacts and resource commitments. A sustainable approach to this work will require a commitment of staff time and city resources, so another significant source of support for the work will have to come from the City's biennial budget appropriations process. Sustainability staff will work with leadership to capitalize on realized savings and additional resources first, and tap into the city budget only for the top priorities that cannot be sustained through other sources of funding. The Sustainability Team will conduct regular assessments of costs avoided and savings realized in order to justify any development plans in the future.

Household Finances and Sustainability

Many sustainability actions can help households save money over time, even when they require an upfront investment. For example, improvements such as energy-efficient appliances, insulation, solar panels, and electric vehicles can reduce ongoing utility, fuel, and maintenance costs, allowing savings to accumulate over the life of the investment. Ensuring these benefits are accessible to all residents is an important part of an equitable sustainability transition, as upfront costs and other barriers can limit participation for some households. By considering affordability and access, sustainability programs can help ensure that the economic benefits of sustainability are shared broadly across the community. Implemented thoughtfully, sustainable investments can improve long-term affordability, increase resilience, and support a more sustainable future for Arvadans.

Community Spotlight: Mission Arvada

Mission Arvada is a nonprofit organization that provides day shelter, resource navigation, and housing support services within the community. These services help meet immediate needs while connecting individuals to longer-term pathways toward stability and self-sufficiency. By supporting vulnerable populations and improving access to essential resources, Mission Arvada strengthens community resilience, promotes social equity, and helps ensure that all residents are better equipped to withstand and recover from economic, environmental, and public health challenges.

Environmental Access and Equity

Arvadans are fortunate in that they get to enjoy a high quality of life, a beautiful prairie mountain ecosystem, and a comfortable climate. Since the first documented gold discovery in what would become Arvada, our community has enjoyed a history of relative financial stability. Arvada has also benefited from the security provided by its early attainment of water rights. This environmental privilege is not always afforded to our neighbors to the same degree; this is a part of our history and it is a resource to be honored and not squandered.

While this sense of well-being and high quality of life is widespread in Arvada, it is not enjoyed equally by all community members. The environment belongs to everyone, but access to sustainable living isn't equal. Arvada boasts a robust local economy and local food scene, yet many community members face chronic hunger and homelessness. We have a beautiful network of parks, trails, and natural areas, but not all community members can access our public spaces due to disability access barriers. Even the land we now call home was once home to 48 tribal nations; many were displaced to come here in the first place, and most are no longer here.

As we implement the CASAP, we need to be aware of the gaps we may unintentionally create, and the people who could fall through those gaps. It is essential that implementation strategies consider accessibility issues such as language barriers, unaccommodated disabilities, affordability, and historical inequities. In order to address inequities like these, it will be important to ensure sustainability programs prioritize low-income households and renters, accessibility for elderly and disabled residents, and outreach in multiple common languages present in Arvada. This is an opportunity to not only serve our community, but to be a leader in this collective effort for our region. Keeping environmental access and equity front and center during implementation will allow us to ensure the benefits are broadly shared across the community.

Collaboration for Sustainable Outcomes

The impacts of climate change and GHG emissions are felt at every scale, from local to global. So effective climate and sustainability action must be collaborative in nature. Coordinating with other local, regional, state, national, and international partners allows Arvada to align with broader efforts and benefit from reduced duplication, shared resources, and additional funding. Many national and international institutions also offer technical guidance, research, and models that can strengthen local implementation.

At the individual level, community members both contribute to and experience the impacts of the changing climate. On the other hand, individuals can also contribute to and experience direct benefits from climate and sustainability action (i.e. all community members benefit from cleaner air and a higher quality of life). Personal choices around things like transportation, consumption, and energy use all carry climate impacts, so by making adjustments big or small, individuals can contribute meaningfully toward building a more sustainable future. In many cases these adjustments are free or low cost to the individual. However, in some cases households may take on more significant costs for implementing sustainable practices at home (i.e. installing solar panels); but they will also experience a payoff over time for those actions (i.e. lower monthly utility costs) that often outweigh the up-front costs.

On a local level, sustainability action builds community-wide resilience, creates economic opportunities, and improves regional air quality. Climate action is largely driven by local businesses and organizations making decisions that reduce GHG emissions at scale. The local level is where we see and feel the impacts of climate change, and it's also where the community has direct influence and social capital. In Arvada, the Sustainability Committee and City Council play key roles in shaping priorities and supporting community-driven action. There is also opportunity for all Arvada Boards and Committees to engage in climate and sustainability action. Arvada is home to some local funding partners, but most financial resources exist at regional, state, and national levels.

Arvada is situated in Jefferson County, which supports Arvada and its peer communities by organizing collaborative climate and resiliency initiatives. For example, in 2024 the county launched a mobile home weatherization program that assists income-qualified households across the county (including in Arvada) with energy efficiency projects such as insulation and HVAC upgrades. The county also conducts its own climate planning activities and shares resources and best practices with all the municipalities under its jurisdiction. When those municipalities in turn take climate action, we drive down collective GHG emissions across the County.

Other regional partners serve as conveners that align strategies, mobilize resources, and expand impact. For example, the Denver Regional Council of Governments (DRCOG)'s Building Policy Collaborative is a funding program and policy incubator that supports municipalities in the adoption of Colorado's new building and energy codes. The coordinated approach will standardize adoption across municipalities and significantly reduce GHG emissions produced by buildings in the region. Additionally, we seek to collaborate with peer communities to maximize impact and realize efficiencies of scale. Because some of Arvada's essential services, such as the Regional Transportation District transit system and Xcel Energy's power grid are managed regionally, it is critical for Arvada to collaborate with peer communities and organizations at this level.

Colorado's historical commitment to climate and sustainability action provides significant advantages for the City of Arvada. The state has established a robust system of policy, funding, and technical assistance that supports local governments in climate and sustainability action. Through a wide range of grant programs for local sustainability projects and initiatives, Colorado offers important financial resources, capacity development, and in-kind support to help reduce local implementation costs and accelerate progress. In turn, the collective action of all cities, towns, and counties in the state contribute to **Colorado's Greenhouse Gas Pollution Reduction Roadmap,** a plan to reach net zero GHG emissions by 2050.

Community Spotlight: Snow Buddies

Snow Buddies is a city-coordinated program that recruits volunteers to help their neighbors in need of snow removal assistance. The program is offered for those who are physically unable to shovel, cannot financially afford to pay for similar services, and do not have neighbors, family, or friends nearby to assist. Volunteers assist their designated Snow Buddy(ies) through the duration of the winter season. Typically, volunteers shovel the front sidewalk, driveway, and walkways within 24 hours after a snowstorm ends.

This program highlights Arvada's ongoing commitment to accessibility, equity, and community resilience. As Arvada's population continues to age and climate becomes more variable, programs like Snow Buddies will become increasingly important to support community resilience.

National organizations and corporate partners, as well as academic networks, can be great sources of collaboration and funding. Climate and sustainability action at this level is performed at large scales and often has a high level of impact and replicability. Historically, the federal government has been a primary funder of climate and sustainability action initiatives, though resources and priorities have shifted over time in response to political dynamics, technological advances, and evolving evidence-based practices. Arvada will continue to work with federal partners when possible in our pursuit of climate and sustainability action, but will prioritize stable, long-term partnerships at other levels when federal programs are inconsistent.

At the global level, international programs offer frameworks, networks, standards, examples, and knowledge that can help Arvada achieve our vision for a sustainable future. Organizations like **the United Nations, ICLEI Local Governments for Sustainability,** and **C40 Cities** provide resources such as case studies, implementation plans, and data frameworks to guide local action. These global resources can help Arvada learn from peer communities around the world, apply proven strategies, and align local practices with the larger effort to respond to climate change.

Air Quality in Arvada

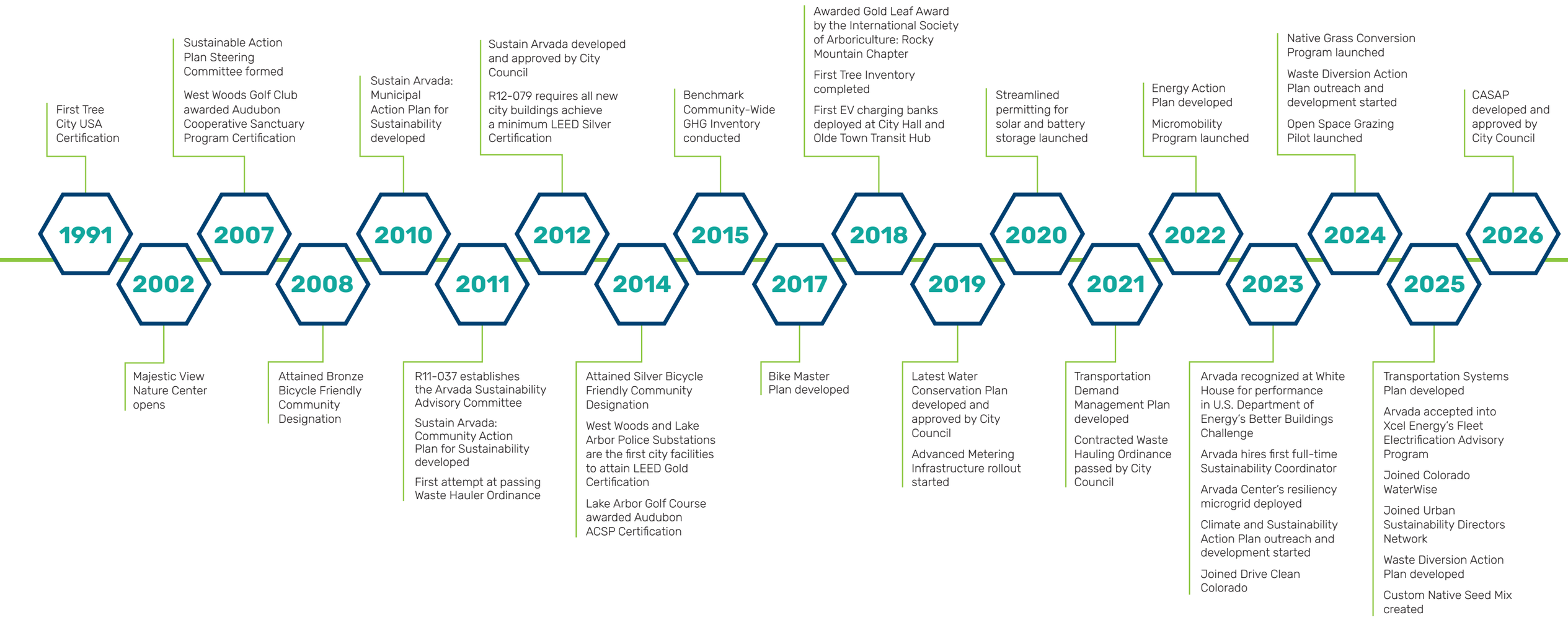
The Northern Front Range and Denver Metro region face persistent air quality challenges. The region's geography and weather patterns trap air along the foothills, allowing pollutants to accumulate locally, resulting in elevated levels of contaminants like fine particulate matter ($PM_{2.5}$), volatile organic compounds (VOCs), nitrogen oxides (NO_x), and ground-level ozone. While some emission sources are natural, the most significant contributors to poor air quality are human activities like vehicle emissions, industrial processes, oil and gas operations, and wildfire smoke.

Compromised air quality can lead to public health impacts, including respiratory irritation, reduced lung function, and increased cardiovascular risk. These impacts are felt especially by vulnerable populations such as children, older adults, outdoor workers, and individuals with pre-existing health conditions, which can compound other existing health inequities. Poor air quality also affects quality of life, making outdoor activities like walking, biking, and enjoying natural spaces less comfortable and, at times, hazardous.

The region has been assessed as a "serious" nonattainment area by the US Environmental Protection Agency's ozone standards, meaning that it is not meeting federal air quality requirements. City actions to address air quality challenges include: improving transportation efficiencies and facilitating vehicle electrification, aligning land-use and planning efforts to reduce vehicle travel, and mitigating wildfire risk. Arvada can also maintain a robust tree canopy and support resilient ecosystems that help filter air pollutants, and residents can play a role by reducing wood burning and selecting low-VOC products.

Where We've Been

Arvada has a long track record of implementing sustainability programs. Over the last three decades, Arvada staff have been implementing a variety of programs, projects, and plans that aim to prioritize sustainability, build community capacity, and improve the lives of all Arvadans.



Sustain Arvada

In 2012, City Council adopted the Sustain Arvada plan, developed by the Sustainable Action Plan Steering Committee and Sustainability Committee. This plan was the City's first formal effort to outline opportunities and strategies for integrating more sustainable practices into city operations. Sustain Arvada offered detailed action plans and a vision that Arvada has sought to implement since.

Given the rapidly changing nature of sustainability (due to technological advances, global trends, and policy change), many of the priorities from Sustain Arvada are no longer relevant today. To that end, the CASAP is intended to build on Sustain Arvada's achievements while leveraging new opportunities to advance sustainability for the City. In the interest of keeping Arvada's planning efforts up-to-date with contemporary sustainability challenges, this CASAP is intended to supersede and retire the 2012 Sustain Arvada plan.

Wildfire in a Changing Climate

The 2021 Marshall Fire serves as a stark reminder that climate change is already affecting Colorado communities. The fire burned over 6,000 acres across Boulder and Jefferson Counties, destroying more than 1,000 homes and businesses, and becoming the most destructive wildfire in Colorado history by structure loss and cost. While no single event can be attributed solely to climate change, warmer temperatures, prolonged drought, dry fuels, and increasingly extreme weather conditions contributed to the environment that allowed the fire to spread with unprecedented speed and intensity.

Arvada was thankfully spared from the flames, but the rapidly advancing fire put parts of the community on pre-evacuation notice, and smoke affected air quality across the metro area. The event demonstrated that wildfire risk is not limited to mountain towns and highlighted the vulnerability of Front Range communities to extreme wind-driven fire events.

In response, Arvada has strengthened emergency preparedness efforts, updated wildfire and Wildland-Urban Interface codes, expanded public education around evacuation readiness, and increased investments in resilience planning. The Marshall Fire demonstrated that climate-related hazards are no longer distant threats and underscored the importance of reducing the climate risks that contribute to increasingly severe wildfire conditions.

A Foundation for Sustainability Action

City staff have been incorporating sustainable practices at the department level for decades. Therefore, it was important for the CASAP to first capture what work is already being done, so that the City is able to expand upon that and plan an ambitious path forward. As part of developing this CASAP, staff identified 68 existing initiatives that advance aspects of sustainability, some of which have been in practice for decades. Many of these existing initiatives have already begun making progress toward the key priorities identified in this CASAP. The full list can be viewed in Appendix C.

Better Buildings Challenge 2023

The City of Arvada has been honored by the U.S. Department of Energy's Better Buildings Challenge program for exceeding its energy reduction goal. Over a 10-year period, Arvada achieved a remarkable 28% reduction in total energy use, well beyond the program's target of 20%.

This success was made possible through the implementation of multiple energy-saving initiatives, including the installation of rooftop solar panels, which significantly lowered electricity consumption across municipal facilities. Energy performance was carefully monitored and tracked by using the ENERGY STAR Portfolio Manager, ensuring consistent progress and accountability.

This recognition highlights Arvada's ongoing commitment to sustainability, innovation, and responsible energy management, advancing long-term environmental and economic benefits for the entire community.

Figure #. Arvada's Facilities Manager, Kim Vagher, was recognized at the White House for the City's performance in the Better Building Challenge.

Where We Are

Right now, greenhouse gas (GHG) concentrations in the atmosphere are at higher levels than at any other time in human history. These human-caused GHG emissions, which largely stem from the burning of fossil fuels to power buildings, vehicles, and industrial production, are causing changes to our climate and weather patterns here in Arvada and across the world. Without intervention, the impacts of climate change will increase in severity, affecting the quality of life of Arvadans and altering the natural environment.

Again, here, we use the standard Metric Tons Carbon Dioxide Equivalent ($MTCO_2E$) as our unit of measurement. $MTCO_2E$ allows us to standardize the climate change impacts of different types of GHGs, relative to an equivalent quantity of CO_2.

GHG Emissions Inventories

One of the primary goals of this plan is to ensure we do our part to lessen the impacts of the changing climate. GHG inventories are a key tool for measuring our environmental impact and making progress on the strategies proposed within this plan. Arvada has conducted three Community-Wide GHG (CW) Inventories, in 2006, 2015, and 2023 (data from 2006 were lost during a transition, so Arvada has set 2015 as the City's baseline). Arvada also conducted its first Local Government Operations GHG (LGO) Inventory in 2023. Future reductions in GHG emissions will be expressed in comparison to the baselines established here.

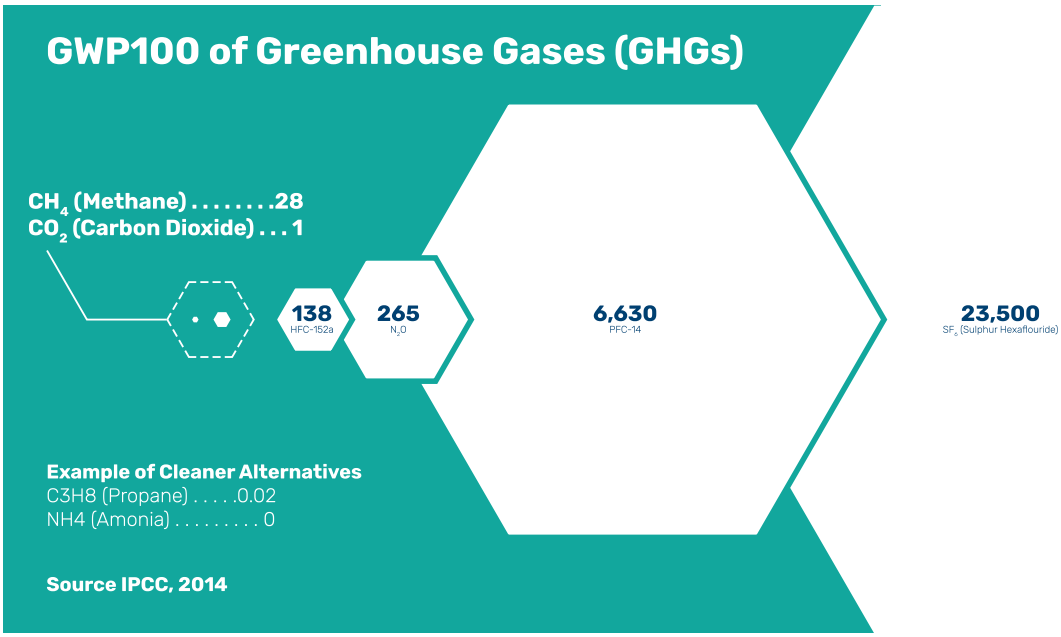


Figure #. This graphic demonstrates the relative Global Warming Potential (GWP) over 100 years (GWP100), when compared to the GWP of one unit of Carbon Dioxide. For example, over 100 years, one unit of N_20 will impact the climate 265 times more than one unit of CO_2.

Arvada's emissions inventory consists of two primary sections: the CW Inventory and the LGO Inventory (with or without Consumption-Based emissions). See Table # for a breakdown of each inventory type, historical data, and examples of what's included in each.

	Description	Examples	Measurements
Community-Wide (CW) Inventory	All emissions created by community members, visitors, businesses, and all other organizations in Arvada	Resident vehicle travel Waste management for Arvada's businesses and residences Electricity and gas consumption to power all buildings in Arvada Wastewater processing	Baseline (2015): 986,249 Most recent (2023): 815,800 $MTCO_2E$
Local Government Operations (LGO) Inventory	All emissions created as a result of the City of Arvada's business and operations	City fleet vehicle travel Machinery used to maintain parks Electricity and gas consumption to power city facilities Cleaning and distribution drinking water	Baseline (2023): 8,503 $MTCO_2E$
Local Government Operations + Consumption-Based (LGO+CB) Inventory	All emissions from the LGO inventory plus voluntarily tracked emissions created as a result of goods purchased and consumed in the course of doing business	Emissions generated to produce: Paper, Asphalt, Computers, and Fertilizer	Baseline (2023): 18,440 $MTCO_2E$

Table #. Comparison of different GHG Inventory types and data reported for each.

To view the original 2023 Community-Wide GHG Emissions Inventory and 2023 Local Government Operations GHG Emissions Inventory, visit Appendix D and Appendix E, respectively. A summary is provided below.

Accounting Methods and Establishing a Baseline

GHG monitoring, measurement, and management is a relatively young field that has matured significantly since the practice first emerged in the 1990s. The industry has seen the adoption of increasingly refined protocols over the last few decades. While improved accounting practices means increased accuracy, it also may make it more difficult to compare older inventories to newer ones. This is most apparent in the measurement and reporting of some scope 3 emissions, which include emissions such as the GHGs released in the production of a good we use, or the GHGs created by a product's disposal. Many scope 3 emissions are difficult to accurately measure or are voluntary to report in the protocols used by most local governments.

In Arvada's case, the CW Inventories conducted in 2006 and 2015 utilize an older protocol and their scope 3 accounting categories don't align completely with the 2023 inventory; further, staff have limited confidence in the 2006 inventory due to its age and loss of historical data. That said, staff sought to establish a historical perspective on GHG emissions over time, so Arvada worked with a contractor to align the methods of the 2015 inventory to the 2023 inventory by excluding some voluntary scope 3 measurements. The result is a better basis for comparison and a more conservative estimate of progress to-date.

Arvada's adjusted 2015 baseline for GHGs across the whole community is 986,249 $MTCO_2E$. This is equivalent to the emissions generated from an average gasoline-powered passenger vehicle driving over 2.5 billion miles per year.[2]

2 See: Greenhouse Gas Equivalencies Calculator | US EPA.

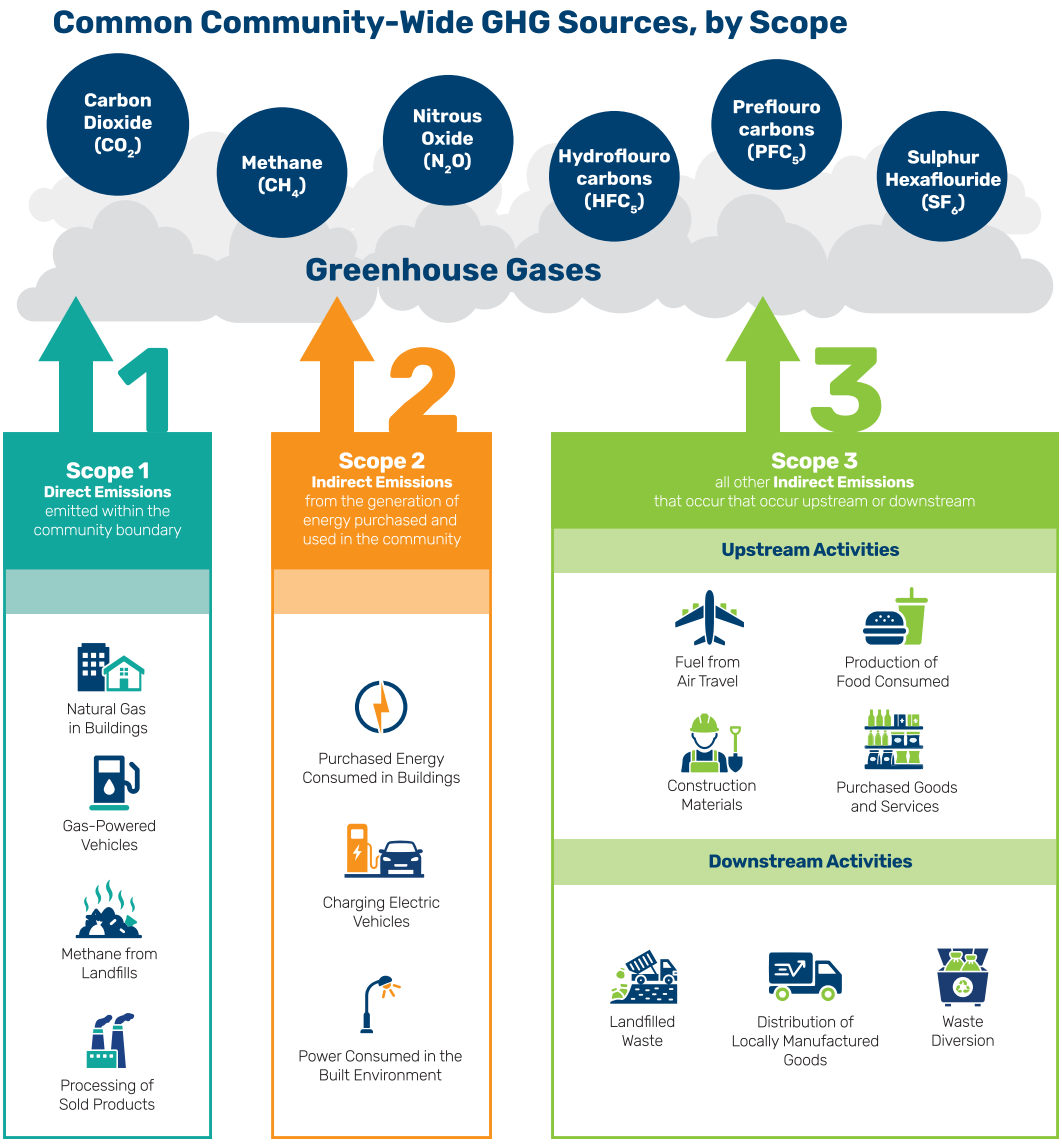


Figure #. Emission sources are categorized as Scope 1 (direct), Scope 2 (indirect), and Scope 3 (upstream and downstream) emissions, based on where the GHG emission occurs in an entity's footprint

In Arvada's next GHG inventory cycle, staff plan to conduct a comprehensive data review to better standardize inventories into the future, update science-based targets, and validate historical data.

Community-Wide GHG Inventory

The CW Inventory looks at all emission sources attributed to activities within the city's boundary. For this inventory, Arvada followed the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories by World Resources Institute. Following this standard protocol ensures our GHG accounting methods follow best practices, and allows our data to be aggregated with other communities to inform state, national, and global GHG inventories.

Across the whole community, Arvadans generated approximately 815,096 $MTCO_2E$ of GHG emissions in 2023. This is equivalent to the emissions generated from an average gasoline-powered passenger vehicle driving almost 2.1 billion miles per year.[2]

2 See: Greenhouse Gas Equivalencies Calculator | US EPA.

Community-Wide Emissions by Source

As Figure # demonstrates, the largest emissions sources in the CW inventory are from natural gas and electricity used in buildings, at 30% each. These are followed closely by on-road transportation at 28%. Solid waste and "Other" sources represent 6% of the inventory, each. In this case, "Other" sources include propane, fugitive emissions, on-road electricity, transit, transmission and distribution loss in buildings, roads and transit, wastewater, and refrigerants.

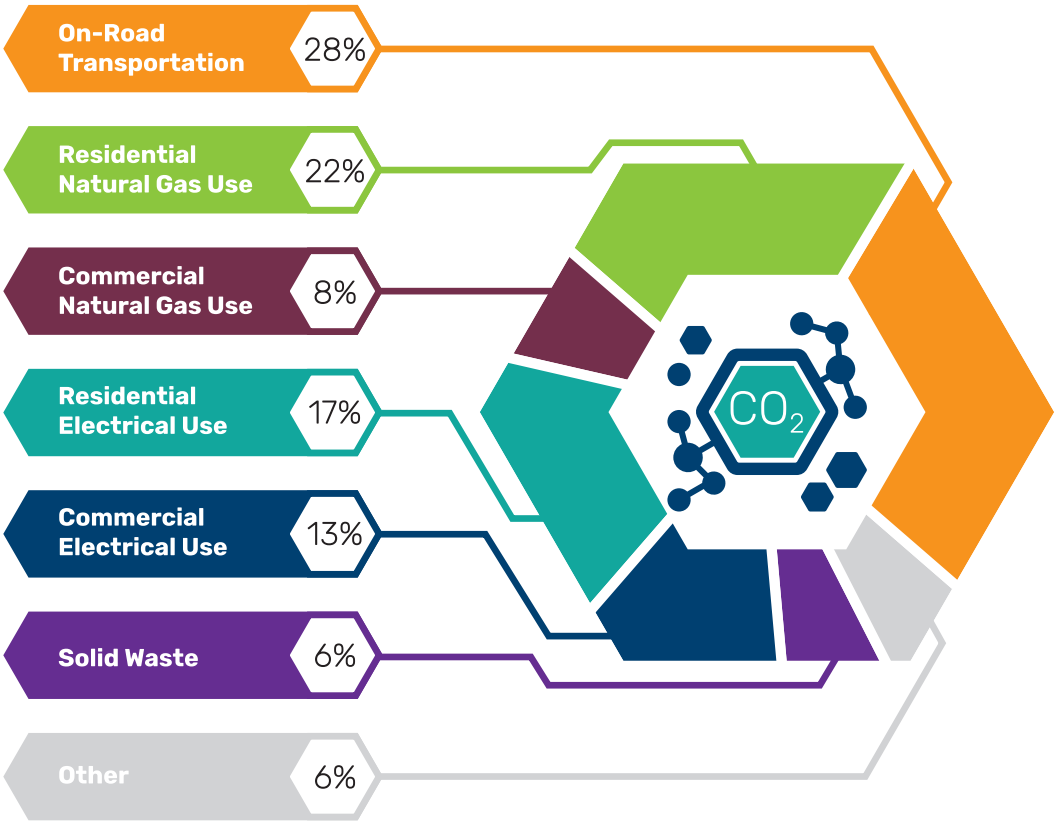


Figure #. Community-wide emissions by sources in Arvada in 2023.

Xcel Energy Grid Transition

Utilities like Xcel Energy play a critical role in reducing GHG emissions for both CW and LGO inventories. Colorado's energy grid has become significantly cleaner over recent years, due in no small part to Xcel's investments in renewable energy, battery storage, coal plant retirements, and grid modernization. In 2018 Xcel set a goal of 100% carbon-free energy production by 2050 and has remained on track to meet that commitment.

According to Xcel's 2025 Sustainability Report, the utility reduced carbon emissions by 58% when compared to 2005 level–and they continue to make progress. As of today, Xcel now reports serving its customers with an energy mix that is 53% carbon-free! Because Arvada's grid is served almost entirely by Xcel Energy, the community is well-positioned to benefit from this grid decarbonization, which is expected to drive substantial GHG emission reductions over time.

Read Xcel's Sustainability report and learn more at
https://corporate.my.xcelenergy.com/s/about/report

Regional Context for Community-Wide Emissions

Compared with other communities in the region, Arvada's per capita GHG emissions are relatively low. This is largely attributable to the Xcel Energy electricity grid, which has been incorporating a growing share of renewable and lower-carbon power generation. Energy use in buildings is the largest source of GHG emissions in Arvada, making it a critical focus area for reducing emissions in both the CW and LGO inventories.

Community	Total $MTCO_2E$	$MTCO_2E$ Per Capita	Inventory Year
Arvada	**815,096**	**6.70**	**2023**
Boulder	1,117,543	10.71	2024
Fort Collins	1,777,398	10.44	2022
Lakewood	1,517,410	9.66	2021
Longmont	943,000	9.46	2021
Loveland	777,933	9.97	2022
Northglenn	328,000	8.43	2016
Thornton	1,044,000	7.19	2018
Westminster	1,371,220	11.97	2017

Table #. Comparison of a sample of municipalities in CO with published GHG inventory data between 2016-2024, normalized per capita

Local Government Operations GHG Inventory

Arvada has the greatest degree of control over the emissions attributed specifically to the City's own operations. These emissions come from facilities, equipment, vehicles, and buildings the City directly manages. For this inventory, Arvada followed the Local Government Operations Protocol (LGO Protocol) from ICLEI Local Governments for Sustainability to ensure that Arvada's GHG inventories are comparable with other communities' inventories.

In 2023, Arvada's own operations generated approximately 8,503 $MTCO_2E$ of GHG emissions. This is equivalent to the emissions generated from an average gas-powered passenger vehicle driving almost 21.7 million miles per year.[2]

2 See: Greenhouse Gas Equivalencies Calculator | US EPA

Local Government Operations Emissions by Source

Again, the largest source of GHG emissions in the LGO Inventory is building energy use; electricity accounts for 50% of the City's total emissions and natural gas accounts for 19%. Other primary sources of emissions are: fuel use by vehicles and equipment at 28%, and facility natural gas use at 19%. Figure # shows that other sources of emissions are comparatively smaller. These include: diesel use in backup generators, waste collection from municipal facilities, and refrigerant leakage.

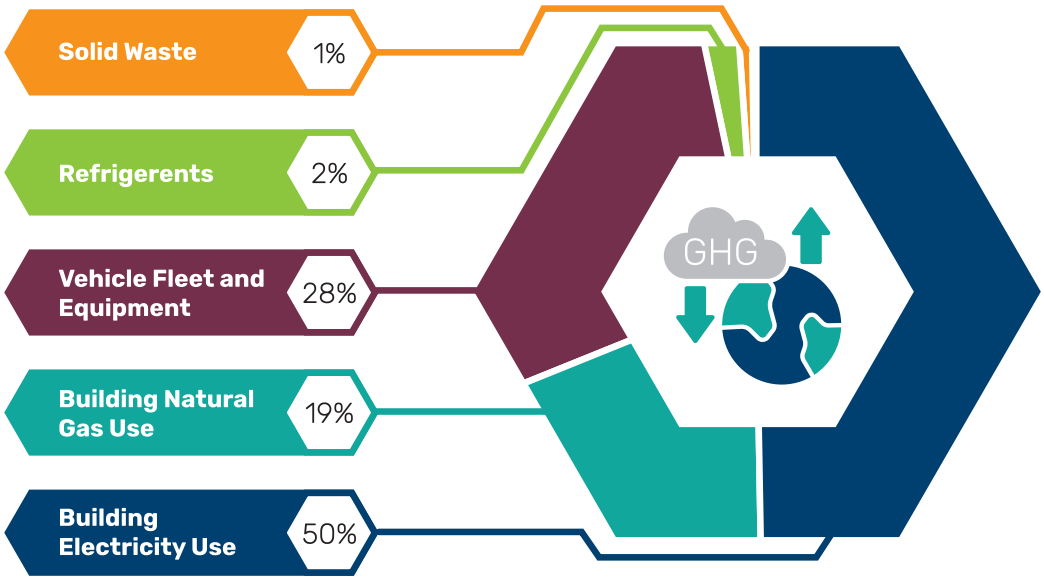


Figure #. Arvada's local government GHG emissions by source in 2023.

Consumption-Based Emissions

Consumption-based GHG emissions represent the lifecycle emissions associated with the City's use of goods, services, and materials. For example, the production and installation of asphalt is highly carbon intensive and is the single largest source of GHG emissions identified in Arvada's 2023 Local Government Operations + Consumption-Based GHG (LGO+CB) Inventory.

It is difficult to accurately estimate consumption-based GHGs, due to data availability, supply chain complexities, and methodological limitations. For these reasons, the LGO Protocol treats most consumption-based emissions as optional, and many municipalities therefore exclude or only partially account for these emissions. Nonetheless, there is momentum in the industry to improve accounting practices so cities can better account for these emissions and increase transparency.[3]

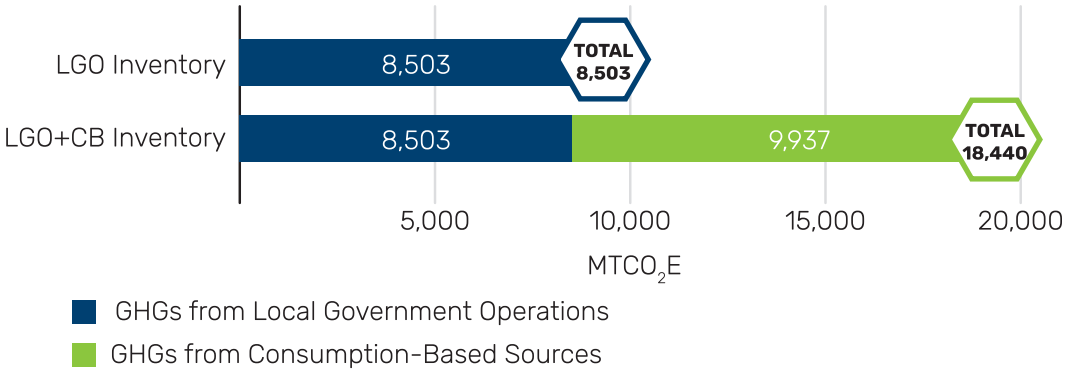


Figure #. Comparison of Arvada's Local Government Operations Inventories with and without consumption-based emissions included.

3 See: Outsourced Emissions: Why Local Governments Should Track and Measure Consumption-Based Greenhouse Gases

Power Shutoffs and Wildfire Risk

As climate change contributes to hotter, drier conditions and more frequent extreme wind events, utilities are increasingly using temporary Public Safety Power Shutoffs (PSPS) to reduce the risk of wildfires caused by damaged or downed power lines. While these shutoffs can create challenges for residents and businesses, particularly those who rely on electrically powered medical equipment or other critical services, they are intended to prevent catastrophic wildfire events. As these risks evolve, communities can improve resilience through emergency preparedness, backup power solutions, battery storage, microgrids, and other strategies that help maintain essential services during outages.

Despite the difficulty in precisely estimating these emissions, it's clear they represent significant targets for reducing the City's overall GHG footprint. It is also possible that future updates to the LGO Protocol will expand guidance around incorporating these sources. To remain future ready and aligned with emerging best practices, Arvada has chosen to consider its estimated consumption-based GHGs in climate strategy development and progress tracking.

Including consumption-based GHG emissions, the emissions attributed to Arvada's own operations increase by 117%, to 18,440 MTCO$_2$E. The combined total is equivalent to the emissions generated from an average gasoline-powered passenger vehicle driving almost 47 million miles per year.[2]

Modeling the Future

To set realistic targets for reducing Arvada's GHG emissions, the City worked with a consultant to model a sample of 12 high-impact strategies on Arvada's CW Inventory. The consultant developed models for two scenarios: Business as Usual (BAU) and Strategic Climate Action (SCA).

Business-as-Usual Emissions Projections

The BAU model estimates what GHG levels will look like if Arvada maintains its current practices, without additional interventions, and relies on market forces alone to reduce GHG emissions. The reductions in the BAU model are largely driven by external factors such as planned energy grid improvements by Xcel Energy, improvements in building efficiency and mixed-use zoning, and increased electric vehicle adoption.

According to the BAU model, Arvada can anticipate a 38% emissions reduction from the 2015 baseline by 2030, and a 59% emissions reduction by 2050[4] if current trends continue and no additional action is taken (See Figure #).

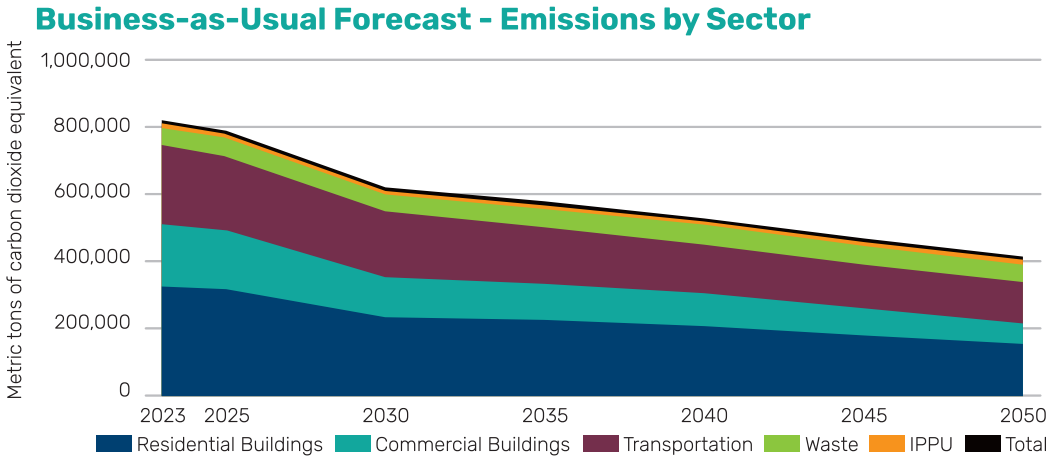


Figure #. GHG emissions projected to 2050 in a business-as-usual scenario broken down by sector.[5]

2 See: Greenhouse Gas Equivalencies Calculator | US EPA

4 See: Outsourced Emissions: Why Local Governments Should Track and Measure Consumption-Based Greenhouse Gases

5 See: Greenhouse Gas Equivalencies Calculator | US EPA

Strategic Climate Action Model

The SCA model estimates the level of GHG emissions that Arvada could reduce over time by implementing additional policies and actions in addition to the market forces in the BAU model. The SCA model provides insights on the range of impacts we could reasonably expect to see in Arvada's future as the City takes action to reduce its GHG emissions.

According to the SCA model, Arvada can expect to attain at least a 42% reduction in GHG emissions from the 2015 baseline by 2030 and a 72% reduction by 2050 when the recommended strategies are successfully implemented (See Figure #).

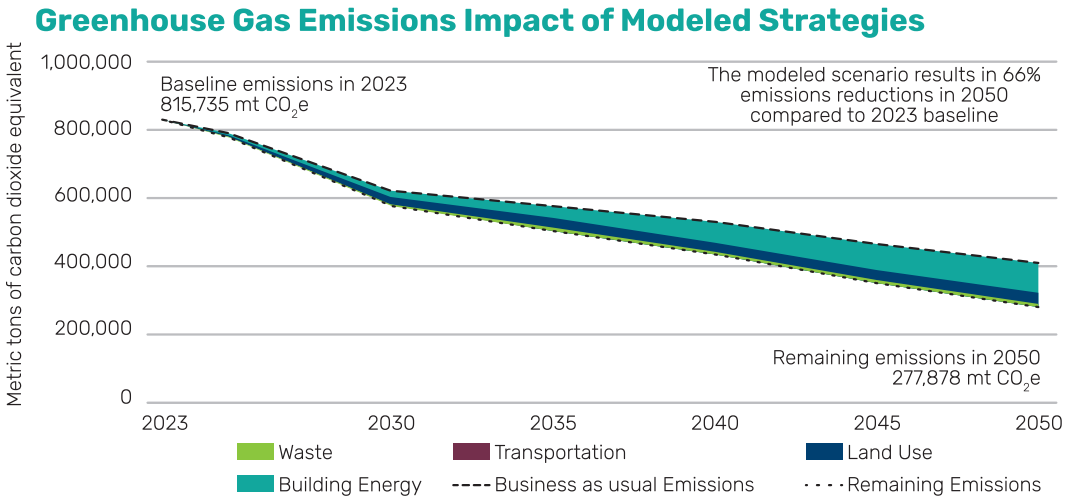


Figure #. 12 strategies were modeled by Lotus Engineering and Sustainability, showing the potential impact of a sample of the proposed interventions.

These estimates should be understood as a conservative baseline. The SCA model includes only 12 strategies identified in the CASAP and is based on conservative assumptions that likely underestimate future outcomes. Because the plan recommends a broader and more ambitious set of actions, it is reasonable to expect that, with strong leadership and sustained implementation, the City can exceed the emissions reductions it projects.

Arvada's GHG Reduction Goals

Community-Wide GHG Reduction Goal: In line with the SCA model and Arvada's commitment to set both realistic and ambitious targets, the City will aim to exceed the SCA model's conservative estimates, yet remain within a reasonable range of the model's projections. With these considerations in mind, the City will aim to reduce Arvada's CW emissions by at least 40% 2030 and at least 75% by 2050, when compared to a 2015 baseline.

Local Government Operations GHG Reduction Goal: For the LGO Inventory, the City does not have access to modeling tools. However, the City has the most control over its own footprint, so Arvada has committed to the same 40% by 2030 benchmark and aims for an ambitious target of net zero GHG emissions 2050. Attaining these targets will require concerted and sustained efforts as staff seek to carry out the strategies laid out in the CASAP.

The Push for Net Zero

Over recent decades, the international community has set increasingly ambitious climate goals, primarily focused on limiting global warming and preventing climate change. While global greenhouse gas emissions have continued to rise, significant progress has been made to expand renewable energy, improve energy efficiency, and advance climate policy around the world. Today's climate action efforts shift the focus on both reducing emissions to avoid the most severe impacts of climate change.

While preventing climate change is no longer feasible, governments and organizations around the world have coalesced around a new target set by the International Energy Agency's **Roadmap to Net Zero** by 2050, which is based on a scientific assessment and aims to limit the worst impacts of climate change. This includes the State of Colorado and several of Arvada's peer communities; and while Jefferson County has not yet committed to a net zero by 2050 target, the County has set an ambitious 73% by 2035 GHG reduction target that puts it on the right path to achieve net zero carbon emissions in the future.

Arvada's 75% by 2050 CW emissions reduction target does not currently align with the international push for net zero by 2050. For now, the City has opted to follow the advice of its conservative modeling tools and re-assess the specific targets at a future date, when program performance data are available and staff can re-evaluate progress trends. During this re-evaluation, the City may seek to increase its ambitions, a decision which leadership will consider and address at a future date. Alternatively, it may become apparent that the stated targets were simply overly conservative and under-estimates of the City's momentum. Either way, staff are prepared for a transparent and data-driven assessment.

Figure #. Every year, lower-carbon electricity grids make electric vehicles an even lower-emission transportation choice. As the grid continues to decarbonize on the path to net zero, the climate benefits of EVs will continue to grow in turn.

Figure #. Volunteers plant trees at Columbine Park on Arbor Day, creating lasting benefits for Arvada through cleaner air, community beautification, temperature regulation, and carbon sequestration.

Community Spotlight: Cultivating Environmental Stewardship

In October 2025, second-grade students at Warder Elementary participated in a hands-on water resources lesson facilitated by the Majestic View Nature Center and local water experts. Using interactive watershed models and activities, students explored the water cycle, learned how watersheds function, examined the impacts of pollution on local waterways, and discovered ways to conserve water.

By making complex environmental concepts engaging and accessible, the program helped students better understand the natural systems that support their community. The experience fostered curiosity and environmental stewardship while helping young learners connect their everyday actions to the health of local water resources.

Where We're Going

According to our "Business as Usual" (BAU) scenario, the City of Arvada can expect to see some potentially significant reductions in emissions over time even without taking additional direct action; this is largely due to planned changes to the Xcel energy grid and state legislation on building efficiency. However, many assumptions in the BAU scenario are not guaranteed and are not, on their own, sufficient to address the risks posed by climate change.

The CASAP, therefore, seeks to go above and beyond the BAU approach and be ambitious with the key priorities and strategies it proposes. When implemented successfully, the strategies in the CASAP will help to deliver on City Council's 2030 strategic quality of life goals by ensuring a better quality of life for future generations.

Phased Approach

The CASAP will not be a short-term project. Rather, implementation of the CASAP's key priorities and strategies will occur in a phased manner, over the next several years. Arvada's Sustainability Team will work closely with City Council, Arvada staff leadership, and the Arvada Sustainability Advisory Committee ("Sustainability Committee") to identify top priorities and actions to take on an annual basis.

Sustainability programs are not funded by default, so project implementation may also be contingent on resource availability and staff capacity. As a result, in this phase of the program's development, staff may need to be opportunistic and responsive to grants and other opportunities as they become available. The Sustainability Team will seek to identify resources prior to launching any action plans and projects, so a degree of flexibility is needed here. This may mean that key priorities with a lower Potential Impact Score will be elevated when an opportunity presents itself (for example, implementing the Model Low Energy Carbon Code took precedence in 2025/2026 due to the opportunity presented by the Denver Regional Council of Governments' Building Policy Collaborative program, which provided $900,000 and ongoing policy workshops for staff).

Action Planning

When the top priorities are identified, staff will then work with the Sustainability Committee to develop detailed action plans. The portfolio of action plans will be aligned with staff capacity and guide the Sustainability Team's activities for the coming year. Action plans include at a minimum:

- SMART goals to guide each action plan
- An accounting of the key priorities, strategies, and metrics impacted
- Identification of financial resources, time and staff capacity, and potential collaborators
- Detailed actions, targets, and anticipated outcomes
- A discussion of opportunities, risks, barriers, and timelines

The Sustainability Team will conduct action planning on an annual basis, producing a reasonable quantity of action plans for the year that align with staff capacity and resource availability. The Sustainability Team will then bring plans to the Sustainability Committee for review and feedback before putting them into action.

Accountability and Monitoring

Along with annual action plans, the Sustainability Team will complete an annual update to the CASAP to report on progress toward key priorities and tracked metrics, propose additional content updates as needed, and detail any relevant changes in priorities.

It is important to acknowledge that not all actions will be successful. Part of having an accountable process means being transparent about failures and our response when they occur. The Sustainability Team is committed to an adaptive learning approach, which means keeping ourselves honest and pivoting when strategies aren't working, so we can focus efforts on other actions that may yield better results.

City staff will also seek to establish a more regular cadence of GHG emissions inventory updates, with new inventories conducted at least every 5 years, with intent to increase frequency in response to organizational capacity. All annual updates will be published on the City's sustainability webpage.

Plan Organization

The pages that follow this section detail Arvada's key priorities for climate and sustainability action. Each key priority proposes a list of potential internal and external partners for collaboration, a potential impact score, a set of strategies for delivering on the priority, and potential metrics for tracking progress.

The Key Priority pages that follow detail implementation criteria for each priority recommended in the CASAP. Each key priority page includes multiple considerations for delivering on that key priority, including:

- Specific, action-oriented strategies
- Potential partners in the community
- City staff and departments involved
- Potential impact scores
- Metrics for tracking success

Six Action Sectors

The key priorities and strategies in the CASAP are organized into six action sectors, which highlight areas where the City of Arvada can make significant impacts, through direct implementation or partnership. These sectors are:

Built Environment
Focuses on reducing emissions from buildings and facilities while planning for more climate-friendly, resilient communities in the future.

Environmental Stewardship
Protects, enhances, and promotes wildlife, land, water, and air quality across the community.

Management Practices
Aligns administrative practices, organizational culture, and the systems that support ongoing program development and implementation.

Sustainable Economy
Supports local businesses in advancing resiliency and sustainability, strengthening long-term economic prosperity, while managing up-front costs.

Transportation
Advances a more efficient, low-emission transportation system through expanded multimodal options and optimized roadways.

Utilities
Plans for the delivery and advancement of sustainable water, electric, waste, and wastewater services.

Pay-As-You-Throw

Arvada's waste hauling program uses a **Pay-As-You-Throw** service model, which incentivizes recycling by charging different rates based on the amount of landfill waste a household generates. Families can right-size their landfill hauling service by selecting a 95, 65, or 35 gallon trash cart. Residences that elect the smaller carts pay a lower monthly bill and all households get a 95 gallon recycling cart by default. This tiered pricing model incentivizes waste diversion in the home because it allows households to save money by recycling more.

Actionable Strategies

Each key priority page proposes multiple strategies, aligned with specific actions that can deliver on the key priority. The proposed strategies are not intended to commit the City or any community entities to a prescribed approach. Rather, the proposed strategies serve as a starting point for action plans, identifying practical pathways for implementation of the associated key priorities. As conditions, technologies, and community needs evolve, strategies may be refined, expanded, or replaced, to ensure continued progress toward the City's climate and sustainability action priorities.

Potential Collaborators

The implementation of strategies laid out in the CASAP will involve numerous staff across city departments, as well as community partners. For each key priority, staff identified potential partners in the community who have previously or could in the future contribute to the key priority's implementation. Staff also identified the operational work units and key personnel at the City who could be involved in the implementation of these key priorities. Few strategies in this CASAP can be accomplished by one party alone, so collaboration across work systems and with partners in the community will be essential in attaining the CASAP's vision for a sustainable future.

Proposed Metrics

Each key priority is supported by a set of trackable metrics, to help staff monitor progress, set targets, and adjust tactics over time. The proposed metrics represent an initial framework for what will be an evolving process of data collection, analysis, and continuous improvement.

As the program matures, many of these metrics may be refined, replaced, or expanded to better reflect impact and feasibility. Staff will evaluate factors such as data quality, level of detail, relevance, accuracy, and barriers, as the tracking schema develops. This initial phase emphasizes data that are already available or can be readily collected, enabling early program evaluation while continually building toward a more robust and comprehensive framework.

Potential Impact Scores

A potential impact scorecard was created to equip staff with guidance on prioritizing actions to attain the key priorities in the CASAP. The potential impact schema was developed following a review of existing priorities laid out in city planning documents like the Arvada City Council Strategic Plan, and considering the feedback from community engagement efforts. Each key priority was scored on the five criteria below, using adapted Likert scales. Scores were weighted and combined to give each key priority a final score between 1-5. The scoring rubric is provided below.

Quality of Life

- The key priority increases health and well-being of Arvadans
- The key priority increases economic security of Arvadans
- The key priority improves community connections to services, parks, etc.
- The key priority has the potential to beautify the community

Equity and Inclusion

- The key priority increases equity by intentionally including people from historically marginalized or disadvantaged groups
- The key priority increases accessibility for individuals who may face hurdles due to language barrier, economic limitations, disability, etc.

Natural Resources

- The key priority reduces natural resource consumption directly or indirectly
- The key priority conserves or preserves wildlife and green space
- The key priority conserves water, conserves energy, and/or reduces waste

Cost and Efficiency

- The key priority has a low net cost of staff time and financial resources, relative to BAU
- The key priority is politically feasible and unlikely to face substantial resistance
- The key priority has the potential for a high return on investment
- The key priority future-proofs Arvada against higher costs down the road

Climate Action

- The key priority has the potential to reduce GHG emissions in the Local Government Operations Inventory
- The key priority has the potential to reduce GHG emissions in the Community-Wide Inventory
- The key priority has the potential to lead to an immediate climate action benefit (vs longer-term)
- The key priority increases climate resiliency in Arvada

The Scoring Process

Multiple members of staff and the Sustainability Committee were involved in scoring the key priorities, ensuring a variety of viewpoints would be represented. Scores were collected from each contributor and then averaged across respondents to produce a final potential impact score. The potential impact scores were then weighted based on the priority weighting scheme described below.

The Weighting Schema

Landing on the right weighting schema was a challenge for staff. The Sustainability Team sought community input at multiple points during the CASAP development process, but responses varied significantly across groups surveyed and produced results that were at times inconsistent with climate planning frameworks.

In the final public comment period, for example, respondents weighted quality of life disproportionately high, and climate action relatively low. Staff noted the tension between these results and the plan's primary focus on climate action, and flagged it for follow-up with City Council and the community. It is possible that survey design and context made this a confusing question to respondents. Additionally, this question on the survey gathered a sample of only 167 respondents, which was not sufficiently representative of the entire community. City Council instructed staff to honor the results of the public comment period and conduct follow-up surveys to refine the schema in the future.

Priority Criteria	Score	Weight	Weighted Score Component
Quality of Life	2.9	25%	.725
Equity and Inclusion	3.3	20%	.660
Natural Resources	3.1	15%	.465
Cost and Efficiency	2.8	15%	.420
Climate Action	3.4	25%	.850
		WEIGHTED OVERALL PRIORITY SCORE	**3.12**

Figure # An example of how a strategy's overall priority score might be calculated using the criteria weighting scheme.

Actions Already in Progress

Arvada has been practicing sustainability for many years at the department level. To honor that history and ongoing efforts, the CASAP includes both new and continuing strategies. See Appendix C for an expanded list of existing sustainability efforts.

As this CASAP seeks to re-envision Arvada's sustainability program and organize action around the newly revised key priorities, it will be important to ensure that current actions are not abandoned in favor of new opportunities. To that end, in the early years of the re-launched sustainability program, staff will seek to support and bolster momentum for ongoing actions first. In the key priorities section that follows, strategies that are currently active (whether in progress, ongoing, or standard practice) will be highlighted with a teal background.

Waste Diversion at Bulky Item Events

Arvada's popular Bulky Item Dropoff events attract thousands of community members every year to dispose of large items at no additional cost. Staff have used the event to pilot new diversion options. From the event's start in 2021, Arvada has partnered with a local company that recycles old mattresses to make new carpet padding. As of the date of publication for the CASAP, the City has diverted over 6,579 mattresses from the landfill!

In 2026, the City piloted its second diversion program that collects and recycles scrap metal. In addition to significant reductions in landfill tonnage, the scrap metal program sells the valuable scrap material, making it a mostly cost neutral service! City staff intend to pilot additional diversion options in coming years, prioritizing those that offer a high impact potential at a reasonable cost. The concentrated collection of waste for diversion offers significant opportunities to realize diversion at scale!

Figure #. Staff preparing diverted mattresses for pickup at Arvada's Bulky Item Dropoff event.

This CASAP is guided by a commitment to protect what makes Arvada a remarkable place to live. By taking action today, we can steward our natural environment, strengthen community resilience, and ensure future generations inherit a city that is healthy, vibrant, and thriving.

Arvada's Key Priorities

The key priorities and strategies within the CASAP build on Arvada's existing work towards climate and sustainability action and provide an actionable blueprint for what comes next. Each page of this section contains a big picture key priority, strategies that work to attain that key priority, and metrics to assess our progress over time. Each page also includes a number of key implementation considerations: a potential impact scorecard, the City of Arvada Team involved in implementation, and potential community partners.

Sustainability Staff are also generating .generating detailed work plans with additional detail on current status, next steps, and other implementation steps for implementation of these strategies, which will be used to track progress and report outcomes in annual CASAP progress updates.

The path to a sustainable future is shaped by the choices we make every day. From biking to work and supporting local businesses to conserving water, reducing waste, and investing in clean energy, every action can contribute to a more sustainable and resilient Arvada.

Built Environment (BE)

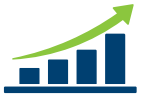
These key priorities seek to reduce the climate impacts of buildings and facilities, as well as the community design around them. Addressing the built environment offers significant opportunities to shift energy systems, passively encourage sustainable behavior, and support resiliency and equity in the community. In Arvada, buildings account for 60% of community-wide greenhouse gas (GHG) emissions, through electricity and natural gas use alone; so action in this sector has the potential to be particularly impactful.

Environmental Stewardship (ES)

Arvada is home to breathtaking views and a beautiful Wildland-Urban Interface. The key priorities and strategies in this section seek to enhance green space, safeguard wildlife, reduce pollution, and protect natural resources. Thoughtful stewardship of Arvada's land, air, water, and wildlife offers opportunities to address multiple sustainability and resiliency priorities at the same time as it advances community well-being and aesthetic beauty.

Management Practices (MP)

This section includes key priorities and strategies that aim to guide the City's internal practices, build a sustainability culture, and support other activities that decrease GHG emissions, reduce waste, and increase community support for climate and sustainability action. Strategies in this category have a high potential to help reduce consumption-based GHGs, in particular. Additionally by engaging community members in behavior change, these strategies offer the possibility of compounding benefits.



Sustainable Economy (SE)

A resilient and sustainable economy is critical to long-term community well-being, and ensures our ability to deliver on our CASAP priorities. The key priorities and strategies outlined in this section offer support to businesses that seek to implement sustainability practices in their own operations. By investing efforts in this sector of the community, local businesses are empowered with the tools to drive down Community-wide GHG emissions and reduce waste at scale, through their daily operations.

Transportation (TR)

Transportation in Arvada accounts for almost 30% of community-wide GHG emissions. The key priorities and strategies that follow aim to reduce those emissions through advancing vehicle electrification, public transit, and multimodal options. Implementation of the transportation strategies will lead to a more efficient transportation system, reduce GHG emissions, and improve air quality in Arvada.

Utilities (UT)

The City of Arvada includes many services under the Utilities sector. These include: waste management and diversion, capital improvements and infrastructure, streets, water system operations, stormwater, wastewater, water treatment, water conservation, and energy systems. Arvada contracts out the provision of electricity, natural gas, telecommunications and waste management, so the City's role here is indirect or policy-oriented, but still offers significant opportunities for GHG emissions reductions.

Built Environment

BE01

Lead by example: Implement sustainable practices in new and existing City-owned facilities and infrastructure.

Responsible City Departments

Facilities Team

Engineering Team

Fleet Team

Purchasing Team

Building Permit Team

Potential Partnerships

Colorado Energy Office

Construction and Development Industry

US Department of Energy

Xcel Energy

Potential Impact

Climate Action	3.60
Cost and Efficiency	3.90
Equity and Inclusion	1.46
Natural Resources	2.97
Quality of Life	2.02
Weighted Score	**2.86**

Strategies

BE01.01 In alignment with the Facilities Master Plan, install solar and EV charging infrastructure at city facilities that are electric and solar ready, as funding becomes available.

BE01.02 Utilize the equipment replacement cycle, cost/benefit analysis, and bulk purchase discount opportunities to increase energy efficiency and electric equipment in City-owned buildings and facilities.

BE01.03 Continue to require a minimum of LEED Silver and encourage LEED Gold for applicable new City facilities.

BE01.04 Complete the Capital Improvement Project (CIP) Sustainability Plan, based on the Envision Framework, which will measure the sustainability impacts of CIP projects and encourage Triple-Bottom-Line decision-making.

BE01.05 Phase in implementation of the Envision Framework, in line with the CIP Sustainability Plan. Start with an informal review process and consider applying for formal Envision certification on select CIP projects.

BE01.06 Pursue industry challenge programs like the Better Building Challenge that advance building efficiency and recognize communities that attain a level of excellence.

BE01.07 Ensure the installation of an appropriate number of EV charging stations with all new city facilities, when funding is available.

BE01.09 Explore opportunities to increase the portion of green energy used in city facilities, through strategies such as renewable power purchase agreements and installation of additional on-site renewable energy systems.

BE01.11 When updating city facilities, enhance end-of-trip amenities for employees and visitors who commute by active transport (bikes, scooters, etc.), such as secure bike parking and locker rooms.

Metrics

Resource developed: CIP Sustainability Plan

Resource developed: Envision Project Worksheet

Count of projects using Envision project worksheet

Portion of city facility projects LEED Silver certified

Portion of city facility projects LEED Gold certified

Quantity of energy purchased from Community Solar projects

Count of solar installations at city facilities

Count of EV charging stations at city facilities

Portion of city facilities with solar arrays

Portion of city facilities with EV charging stations

City recognition achieved/ Awards won

Portion of city facility projects with end-of-trip amenities

Building performance metrics from Energy Star portfolio manager

Denotes Active Key Priority Strategy

Built Environment

BE02

Encourage energy efficiency, green infrastructure, and low-impact development in private developments.

Potential Impact

Climate Action	3.35
Cost and Efficiency	3.50
Equity and Inclusion	1.67
Natural Resources	3.94
Quality of Life	3.04
Weighted Score	**3.26**

Responsible City Departments

Engineering Team

Development Review Team

Building Code Team

Stormwater Team

Water Resources Team

Arvada Fire Protection District Team

Emergency Management Team

Arvada Urban Renewal Authority Team

Arvada Economic Development Association Team

Potential Partnerships

Xcel Energy

Resource Central

Shums Coda

Noresco

Code Consultants International

Other Building Code and Energy Code Expert Consultant Groups

Denver Regional Council of Governments and Building Policy Collaborative

Strategies

BE02.01 Continue to adopt and implement code updates that increase building efficiency and sustainability, and be responsive to funding for opportunities to exceed minimum sustainability requirements during building code updates and implementation.

BE02.02 Continue to require green infrastructure for stormwater management in guidance for private development, standards and specs, zoning, building codes, and review processes, to mitigate flooding impacts and improve surface water quality.

BE02.03 Update sections of the Land Development Code, Engineering Code of Standards and Specs, and Storm Drainage Criteria Manual that relate to Low-Impact Development practices and to include requirements to developers for integrating low-impact elements into site design.

BE02.04 Regularly reassess the Land Development Code, adopted Building Code, Engineering Code of Standards and Specifications, and Fire Code, to encourage water conservation and water-wise development.

BE02.05 Expand the City's streamlined and automated permitting system for solar permits during the development review process to include other renewable projects, electrification, and energy efficiency upgrades (such as heat pumps, battery storage, etc.) in new build and renovation projects.

BE02.06 Create additional literature and resources for pre-application and development application consultations that provides guidance for the sustainability considerations throughout the building permitting process for new developments, and ensures incentives and requirements related to sustainability are clear.

BE02.07 Promote the conversion of existing private landscapes and encourage waterwise landscaping in new development through the development review process and incentive programs.

BE02.08 Encourage resilient, wildfire-resistant landscaping and building practices in Arvada, especially along the wildland-urban interface, in line with the Community Wildfire Protection Plan and other adopted regulations with respect to wildfire management.

BE02.09 Explore options to address EV charging service gaps for multi-family and commercial developments.

BE02.10 Leverage the Building Policy Collaborative to explore the viability of both residential and commercial building energy efficiency programs and policies.

BE02.11 Seek resources and opportunities to provide additional support for building efficiency upgrades in households that face access barriers.

Denotes Active Key Priority Strategy

Metrics

Project status: Low-Impact Development section of Land Development Code and Storm Drainage Criteria Manual updated

Count of instances with Low-Impact Development applied on disturbances over 10,000 Sqft

Count of new developments that incorporate Low-Impact Development elements

Municipal Separate Storm Sewer System permit/pollution metrics

Count of construction site inspections

New Building and Energy Codes adopted

Count of permits issued for solar installations

Count of permits issued for home battery storage

Count of permits issued for EV charging infrastructure

Count of permits issued for heat pumps

Count of permits issued for geothermal systems

Rate of appliances installed in Arvada that meet federal energy efficiency standards

Resource developed: Sustainability in Development Review

Portion of city parks with water-wise landscaping elements

Count of lawn replacement projects facilitated through Resource Central partnership

Built Environment

BE03

Encourage compact, connected, and accessible development.

Responsible City Departments
Engineering Team

Community and Economic Development Team

Transportation Planning Team

Americans with Disabilities Act Compliance Team

Potential Partnerships
Land Developers

Potential Impact	
Climate Action	3.06
Cost and Efficiency	3.81
Equity and Inclusion	3.25
Natural Resources	3.97
Quality of Life	3.98
Weighted Score	**3.73**

Strategies

BE03.01 Per the Housing Needs Assessment, continue to explore the prioritization of incentives into the Land Development Code that would allow developers to add more dwelling units in exchange for additional affordable housing units.

BE03.02 Continue to incentivize infill and/or compact development and redevelopment, particularly in zone districts that do not have any density requirements, and explore future conversations around flexibility of density in zoning districts.

BE03.03 Regularly evaluate the Comprehensive Plan and Land Development Code to ensure the inclusion of innovative strategies that increase Transit Oriented Development near high transit areas.

BE03.04 Apply Universal Design to all new city facilities and encourage universal design in private developments, ensuring Arvada's built environment meets or exceeds Americans with Disabilities Act accessibility standards and is usable by people of all abilities.

Metrics

Count of Affordable Housing Units incentives awarded

Portion of households within 1 mile of a G Line station

Portion of households within 1/2 mile of a bus stop

Denotes Active Key Priority Strategy

Environmental Stewardship

ES01

Caretake and protect sensitive habitat, wildlife, and waterways.

Potential Impact

Climate Action	2.96
Cost and Efficiency	3.92
Equity and Inclusion	2.00
Natural Resources	3.81
Quality of Life	4.04
Weighted Score	**3.62**

Responsible City Departments

Majestic View Nature Center Team

Parks Team

Open Space Team

Urban Forestry Team

Emergency Management Team

Arvada Fire Protection District Team

Floodplain Management Team

Potential Partnerships

National Trails Day

Jefferson County Open Space

Various Arvada Community Groups

Arvada Community Members

Protect Our Rivers

Colorado Department of Public Health and Environment

Mile High Flood District

Volunteers for Outdoor Colorado

Strategies

ES01.01 Incorporate existing policies and practices that protect sensitive lands and wildlife habitats into consolidated guidance for city staff who maintain and plan open spaces.

ES01.02 Continue to explore opportunities to reduce herbicides and pesticides use on City-owned land and open spaces, in alignment with the Weed Control sections of the City's Maintenance Plan for Parks.

ES01.03 Continue to partner with local organizations and community members to organize and promote river, creek, and trail clean up activities.

ES01.04 Strive to achieve new conservation certifications, such as Bird City USA and Leave No Trace Gold standard, in alignment with the Majestic View Nature Center's 10 year strategic plan.

ES01.05 Continue Arvada's prairie conservation program, to restore prairie ecosystems to their natural state, conserve biodiversity and heritage plants, and enhance fire resiliency.

ES01.06 Continue to preserve "habitat trees" during tree removal activities in Arvada's natural areas where appropriate.

ES01.07 Continue to work with state and federal partners to address water quality issues in impaired waterways and water bodies.

ES01.08 Take care to balance best practices in flood and fire mitigation with sustainability as a guiding principle.

Metrics

Pounds of trash removed from Arvada during National Trails Day

Count of volunteer land and water cleanup events

Count of trail sections maintained by volunteers

Count of land restoration projects completed

Resource developed: Consolidated Guidance for Open Space Management

Quantities of pesticides applied

Count of habitat trees preserved

Acres of invasive species removal

Water quality data on reservoirs (nutrient levels, heavy metals, algae, radiochemistry, and taste/odor issues)

Water quality data on streams and lakes (e coli levels, nutrient levels, oxygen levels)

Education and outreach efforts around water quality

Number of flood mitigation projects in design and/or construction

Denotes Active Key Priority Strategy

Environmental Stewardship

ES02

Make nature and sustainability more accessible and educational for Arvada residents and visitors.

Potential Impact

Climate Action	2.13
Cost and Efficiency	3.46
Equity and Inclusion	4.17
Natural Resources	2.94
Quality of Life	3.75
Weighted Score	**3.30**

Responsible City Departments

Majestic View Nature Center Team

Open Space Team

Communications Team

Parks Team

Urban Forestry Team

Americans with Disabilities Act Compliance Team

Potential Partnerships

K-12 schools

Arvada Community Members

Strategies

EES02.01 Increase engagement via interpretive educational signage and links to city webpages, placed strategically in natural areas, reservoirs, parks, and trails, in order to educate community members about natural processes, conservation, and sustainability.

ES02.02 Continue to provide public educational programming for all-ages and partner with K-12 schools to provide on-site environmental education opportunities in Arvada's natural spaces.

ES02.03 Develop strategies to make natural spaces more culturally inclusive and adaptive to the diverse ways that residents and visitors engage with nature.

ES02.04 Enhance wayfinding signage in Arvada's parks and trail systems.

ES02.05 Continue Arvada's 4 decade streak of celebrating Arbor Day through volunteer events, community engagement, and educational outreach.

ES02.06 Ensure public spaces are inclusive, when feasible, by leveraging universal design in parks, gardens, and natural areas with accessible trails, signage, access points, and amenities that support all mobility, cognitive, and sensory needs.

Metrics

User scans of QR codes on interpretive signage

QR codes deployed on interpretive signage

Count of environmental education activities with K-12 schools

Count of students served by environmental education activities with K-12 schools

Count of all environmental education activities offered to the public

Count of participants in all environmental education activities offered to the public

Count of participants at Arbor Day celebrations

Students served through field trips and outreach programs at Majestic View Nature Center

Total annual visitors to Majestic View Nature Center

Denotes Active Key Priority Strategy

Environmental Stewardship

ES03

Sustain a healthy urban forest through strategic and effective maintenance.

Potential Impact

Climate Action	3.10
Cost and Efficiency	3.75
Equity and Inclusion	2.08
Natural Resources	3.06
Quality of Life	3.35
Weighted Score	**3.23**

Responsible City Departments

Urban Forestry Team

Parks Team

Emergency Management Team

Arvada Fire Protection District Team

Roads Team

Potential Partnerships

Plant-a-Tree Participants

Strategies

ES03.01 Consolidate guidance on "Right Tree, Right Place" that identifies key species, problematic planting sites, preferred planting sites, and pest management considerations.

ES03.02 Apply pesticide treatments strategically, to prevent infestation and tree mortality among trees and areas that are prone to pests, while keeping overall pesticide application low in areas with less need or where pesticides are less effective.

ES03.03 Reduce the City's net tree mortality rate by strategically replacing and adding new trees to city-owned spaces.

ES03.04 Ensure that forest management practices encourage healthy urban forests while also mitigating wildfire risks.

Metrics

Tree mortality rate

Tree replacement rate

Net tree mortality rate

Total trees

Quantity of pesticides applied

Count of Plant-a-Tree program participants

Denotes Active Key Priority Strategy

Environmental Stewardship

ES04

Work to improve local air quality through City-led initiatives, regional partnerships, and community engagement.

Potential Impact

Climate Action	2.58
Cost and Efficiency	3.33
Equity and Inclusion	2.33
Natural Resources	2.44
Quality of Life	2.79
Weighted Score	**2.78**

Responsible City Departments

Transportation Planning Team

Fleet Team

Parks Team

Planning Team

Potential Partnerships

Regional Air Quality Council

Denver Regional Council of Governments

Local Schools

Colorado Department of Public Health and Environment

Jefferson County Public Health Department

Strategies

ES04.01 Communicate the air quality benefits of transportation projects in community outreach where applicable, in order to increase visibility of efforts to improve air quality.

ES04.02 Identify areas that are disproportionately impacted by air quality issues, and seek opportunities to monitor and/or remediate these impacts.

ES04.03 Continue to seek out and advance land use policies that have the potential to improve local air quality.

ES04.04 Create and promote an anti-idling education campaign that aims to decrease GHG emissions and pollution released by vehicle idling, across the city.

ES04.05 Continue to support and engage with regional partnerships and coalitions that advance air quality in Arvada and the surrounding area.

ES04.06 Engage with trade-in programs for power equipment traditionally fueled by fossil fuels, through both promotion to community-members and direct participation.

ES04.07 Support partners in enhancing the regional network of air quality sensors to improve the granularity of air quality data available to the City.

ES04.08 Leverage existing resources and alerts from the Regional Air Quality Council to share out air quality information and notices with Arvadans.

Metrics

Air quality data for PM2.5, PM10, Ozone, Nitrogen Dioxide, Sulfur Dioxide, Carbon Monoxide

Air Quality Index data

Count of days where the Air Quality Index exceeds 100

Contributions to Regional Air Quality Council

Denotes Active Key Priority Strategy

Management Practices

MP01

Build a culture of sustainability among Arvada staff that provides more opportunities to reduce climate impacts and increase sustainable practices.practices.

Potential Impact

Climate Action	3.19
Cost and Efficiency	3.85
Equity and Inclusion	1.71
Natural Resources	2.78
Quality of Life	2.00
Weighted Score	**2.76**

Responsible City Departments

All Arvada Staff

Human Resources Team

Work Group Leadership

Transportation Planning Team

Sustainability Team

Potential Partnerships

Regional Transportation District

Denver Transit Partners

Strategies

MP01.01 Form a "Green Team" for city staff, to organize and encourage staff collaboration on sustainability initiatives across departments.

MP01.02 Evaluate opportunities to educate and motivate city staff to engage in sustainable practices, such as wellness initiatives or transit benefits.

MP01.03 Achieve the Bike Friendly Business Certification for City Hall, which encourages more sustainable commutes through providing key active transportation amenities such as secure bike parking, repair and maintenance support, and employee incentives.

MP01.04 Continue to support workplace flexibility, such as remote and hybrid work when appropriate, to reduce emissions produced by commuting.

MP01.05 Develop sustainability engagement materials for new employee orientation, to set the tone when on-boarding new staff.

Metrics

Staff participation in Bike-to-Work Day

Staff responses to commuting survey

Bike Friendly Business Certification attained for City Hall

Formation of Staff Green Team

Count of staff on Green Team

Resource developed: Sustainable Arvada on-boarding materials

Denotes Active Key Priority Strategy

Management Practices

MP02

Develop additional funding, staff capacity, and resources for Arvada's sustainability initiatives.

Potential Impact

Climate Action	3.35
Cost and Efficiency	3.92
Equity and Inclusion	2.33
Natural Resources	2.89
Quality of Life	2.83
Weighted Score	**3.14**

Responsible City Departments

City Leadership Team

Grant Support Team

Sustainability Team

Potential Partnerships

Peer Community Sustainability Programs

Potential Funders

Jefferson County

State of Colorado

Strategies

MP02.01 Grow available resources for sustainability, so the sustainability program can fund a local match for grant opportunities and supplement sustainability initiatives across the City's operations.

MP02.02 Conduct a benchmarking investigation of other communities' strategies for funding the administration of sustainability initiatives and seek to implement preferred strategies in Arvada.

MP02.03 Continue to be responsive to funding opportunities, including state, county, regional, and federal sources to ensure the implementation of this work is fully funded.

MP02.04 Ensure the continuity of the Sustainability program through sustained staffing and funding levels sufficient to meet the program's needs.

Metrics

Sustainability program budget

Grant funds earned

Count of grants pursued

Count of grants awarded

Denotes Active Key Priority Strategy

Management Practices

MP03

Move the City's purchasing practices toward more sustainable choices that reduce waste and GHG emissions.

Potential Impact

Climate Action	2.96
Cost and Efficiency	3.79
Equity and Inclusion	1.58
Natural Resources	2.67
Quality of Life	2.04
Weighted Score	**2.69**

Responsible City Departments

Purchasing Team

Sustainability Team

Potential Partnerships

Industry and academic experts on sustainable purchasing

Various Trade Groups

Strategies

MP03.01 Develop a sustainable purchasing guide for city staff that establishes a set of key considerations (such as materials used, local preference, packaging, etc.) to assist staff in identifying products and services that advance equity and/or result in decreased GHG impacts and waste, while still delivering on operational needs.

MP03.02 Assess the feasibility of a formal sustainable procurement policy for city operations.

MP03.03 Examine opportunities to incorporate a sustainability component into the City's bid process.

MP03.04 Develop guidance for city staff to integrate economic, environmental, and social considerations (Triple-Bottom-Line analysis) into City-funded projects, policies, and programs.

Metrics

Resource developed: Sustainable Purchasing Resource Guide for Arvada staff

Resource developed: Triple-Bottom-Line worksheet for purchasing

Count of small purchases reporting use of Sustainable Purchasing Resource Guide

Denotes Active Key Priority Strategy

Management Practices

MP04

Engage Arvadans in climate and sustainability action by encouraging sustainable practices, providing educational materials, and celebrating success stories.

Potential Impact

Climate Action	2.88
Cost and Efficiency	3.56
Equity and Inclusion	2.50
Natural Resources	2.61
Quality of Life	3.10
Weighted Score	**3.02**

Responsible City Departments

Communications Team

Sustainability Team

Emergency Management Team

Arvada Fire Protection District Team

Neighborhoods Team

Potential Partnerships

Arvada Sustainability Advisory Committee

Arvada Community Members

Home Owners Associations

Arvada's Business Community

Greater Arvada Chamber of Commerce

Strategies

MP04.01 Work closely with the Arvada Sustainability Advisory Committee to support implementation activities and increase community engagement.

MP04.02 Highlight success stories such as the microgrid at the Arvada Center, the City's ongoing EV fleet transition, and Arvada's conservation programs, to garner interest and demonstrate the City's commitment to sustainability.

MP04.03 Develop a communications plan and annual outreach content calendar for sustainability messaging to the community.

MP04.04 Leverage existing organizations and events to promote climate and sustainability action in the community.

MP04.05 Balance sustainability considerations in wildfire prevention and mitigation recommendations to neighborhoods.

Metrics

Count of community highlights shared

Sustainability newsletter readership

Count of newsletters distributed

Responses to Annual Arvada Community Survey

Denotes Active Key Priority Strategy

Management Practices

MP05

Engage new partnerships and existing networks to advance climate and sustainability action initiatives.

Potential Impact

Climate Action	2.96
Cost and Efficiency	3.81
Equity and Inclusion	2.21
Natural Resources	2.89
Quality of Life	2.60
Weighted Score	**2.97**

Responsible City Departments

Arvada Sustainability Advisory Committee

Arvada Boards, Committees, and Commissions

Sustainability Team

Transit Team

Potential Partnerships

Arvada's Business Community

Greater Arvada Chamber of Commerce

Colorado Green Business Network

Colorado Communities for Climate Action

Colorado WaterWise

Drive Clean Colorado

Building Policy Collaborative

Denver Regional Council of Governments

The Recycling Partnership

Urban Sustainability Directors Network

Strategies

MP05.01 Coordinate with neighboring municipalities to advance regional sustainability, leveraging regional tools such as the Denver Regional Council of Governments and Regional Air Quality Council's air quality and long-range planning models and partnering on cross-jurisdictional multimodal transportation infrastructure.

MP05.02 Continue to engage with sustainability industry networks, such as the Urban Sustainability Directors Network, Colorado WaterWise, and Drive Clean Colorado.

MP05.03 Investigate partnerships and reuse markets for normally-discarded materials generated in the course of doing business, such as tree biomass and urbanite.

MP05.04 Foster connections between the Arvada Sustainability Advisory Committee and other Arvada boards, commissions, and committees, to implement collaborative sustainability initiatives.

MP05.05 Collaborate with regional partners to explore a role for public transit in evacuation planning and practices, in order to close the gap for community members who may not have access to personal vehicles.

MP05.06 Develop partnerships with local K-12 educational institutions and universities to support sustainability education, hands-on-learning, and collaborative research.

Metrics

Count of collaborative Projects with the Sustainability Committee and other Boards

Memberships in sustainability industry networks

New material reuse partnerships formed

Denotes Active Key Priority Strategy

Management Practices

MP06

Foster a volunteer network of community members to mobilize in support of the City's sustainability initiatives.

Potential Impact

Climate Action	2.60
Cost and Efficiency	3.71
Equity and Inclusion	1.92
Natural Resources	2.33
Quality of Life	2.92
Weighted Score	**2.85**

Responsible City Departments

Open Space Team

Majestic View Nature Center Team

Infrastructure Team

Sustainability Team

Neighborhood Programs Team

Potential Partnerships

Arvada Community Members

Arvada Community Groups

Strategies

MP06.01 Leverage existing communications channels, events, community groups, and networks to recruit community members to a sustainability oriented volunteer list.

MP06.02 Sustain an annual calendar of meaningful volunteer opportunities that advance sustainability, such as creek cleanups, Earth Day events, tabling opportunities, or toward-zero-waste initiatives.

MP06.03 Continue to administer Adopt-a-Street and Adopt-a-Trail programs, engaging community members in litter cleanup.

MP06.04 Encourage volunteers to participate in emergency management and capacity development programs offered through Community Emergency Response Team and Neighborhood Leader Network, to build social capital and resiliency among community members.

Metrics

Volunteers mobilized for Adopt-a-Street program

Volunteers mobilized for Adopt-a-Trail program

Count of volunteers signed up for sustainability volunteer list

Events organized or supported

Presence at Community Events

Average number of activities repeat volunteers participated in within the last year

Denotes Active Key Priority Strategy

Management Practices

MP07

Adopt business practices that enhance collaboration across work systems to achieve sustainable outcomes, in alignment with Arvada's Comprehensive Plan.

Responsible City Departments

Roads Team

Parks Team

Open Space Team

Stormwater/Floodplain Team

Water Resources Team

Engineering Team

Majestic View Nature Center Team

Building Code Team

Community and Economic Development Team

Development Review Team

Arvada Fire Protection District Team

Emergency Management Team

Potential Impact

Climate Action	3.04
Cost and Efficiency	3.77
Equity and Inclusion	1.92
Natural Resources	3.28
Quality of Life	2.88
Weighted Score	**3.11**

Strategies

MP07.01 Collaborate across work systems to develop a snow removal/maintenance plan for multimodal infrastructure (i.e. protected bike lanes) on streets that enables their use year-round, where feasible.

MP07.02 When installing green infrastructure improvements, restoring ecosystems, or implementing other engineered solutions to natural systems in parks and open spaces, ensure inter-departmental consultation with representatives from Open Space, Stormwater, Engineering, Parks, Community and Economic Development, and Majestic View Nature Center.

MP07.03 Continue to collaborate across work systems, particularly Infrastructure and Community and Economic Development, to transition medians to low-water landscapes that are more resilient and require less water to sustain.

MP07.04 Continue to ensure consistency between the Land Development Code, Engineering Code of Standards and Specifications, Fire Code, and Building Codes when implementing incentives and requirements for green building design elements.

MP07.05 Enhance coordination between water resource planning and development review to set standards for water planning.

MP07.06 Collaborate with Emergency Management, Arvada Fire Protection District, and regional partners to identify opportunities to support community resiliency efforts.

MP07.07 Capitalize on opportunities to pilot new strategies and initiatives at the department level first, before investing in full program development.

Metrics

Count of projects completed by a collaborative coordinating group

Denotes Active Key Priority Strategy

Sustainable Economy

SE01

Encourage sustainable workforce development and business practices in Arvada.

Potential Impact

Climate Action	2.60
Cost and Efficiency	3.90
Equity and Inclusion	3.25
Natural Resources	2.75
Quality of Life	2.56
Weighted Score	**2.99**

Responsible City Departments

Arvada Economic Development Association Team

Potential Partnerships

Arvada's Business Community

Greater Arvada Chamber of Commerce

Local Workforce Development Programs

Colorado Green Business Network

Strategies

SE01.01 Collaborate with business groups, non-profit organizations, and educational institutions to facilitate a coordinated approach to sustainable economic and workforce development.

SE01.02 Share success stories and lessons learned from local businesses engaging in socially and environmentally conscious business practices, such as GHG emission reductions and equitable workforce development practices.

SE01.03 Develop a green business toolkit with resources and recommendations for local businesses seeking to make their own operations more sustainable.

SE01.04 Compile resources on green industry training programs and share resources with Arvadans interested in green economy jobs.

Metrics

Resource developed: Green Business Toolkit

Count of community highlights sharing local business success stories

Denotes Active Key Priority Strategy

Sustainable Economy

SE02

Partner with Arvada's Business Community to advance energy efficiency, reduce community-wide emissions, and promote sustainable practices.

Potential Impact

Climate Action	2.58
Cost and Efficiency	3.73
Equity and Inclusion	1.75
Natural Resources	2.58
Quality of Life	2.06
Weighted Score	**2.62**

Responsible City Departments

Arvada Economic Development Association Team

Sustainability Team

Potential Partnerships

Xcel Energy

Xcel Partners in Energy Program

Arvada's Business Community

Greater Arvada Chamber of Commerce

Colorado Commercial Property Assessed Clean Energy Program

Collective Clean Energy Fund

Colorado Green Business Network

Strategies

SE02.01 Assess the feasibility of a commercial building energy benchmarking and disclosure program for buildings not covered by the Statewide Benchmarking Program, in alignment with other regional communities.

SE02.02 Encourage community participation in programs that provide financing tools for local businesses, mixed-use buildings, and multi-family residences to implement energy and building efficiency upgrades, by providing educational resources and community outreach.

Metrics

Cases: Sustainability programs promoted to local businesses

Denotes Active Key Priority Strategy

Sustainable Economy

SE03

Empower community members to engage in small-scale and community agriculture as both growers and consumers.

Potential Impact

Climate Action	2.92
Cost and Efficiency	3.92
Equity and Inclusion	3.17
Natural Resources	3.39
Quality of Life	3.96
Weighted Score	**3.60**

Responsible City Departments

Community and Economic Development Team

Planning and Zoning Team

Communications Team

City Arborist and Urban Forestry Team

Potential Partnerships

Arvada's Business Community

Frontline Farming

Denver Urban Gardens

Arvada Gardeners

GoFarm

Jefferson County

Strategies

SE03.01 Investigate opportunities to implement supportive city policies and zoning for backyard, community, and other forms of small-scale agriculture.

SE03.02 Continue to provide support to small-scale and community agricultural operations through low-cost land leases and outreach support.

SE03.03 Foster relationships between local food industry leaders to encourage more local food options for Arvada.

SE03.04 Explore opportunities for matching urban agriculture operations with appropriate water service options that include appropriate pricing tiers, system development charges, and strategies for implementation.

SE03.05 Convene local food enterprises to investigate barriers to urban agriculture and identify opportunities to better facilitate local production, processing, and distribution.

SE03.06 Foster productive partnerships with local community gardens and urban agriculture operations, and leverage these partnerships to support community engagement initiatives.

Metrics

Acres of city land leased to small scale and community agriculture operations

Count of organizations engaged in community agriculture land leases

Denotes Active Key Priority Strategy

Sustainable Economy

SE04

Help make events in Arvada more sustainable, both at City-run events and events in the community.

Potential Impact

Climate Action	2.63
Cost and Efficiency	3.27
Equity and Inclusion	2.00
Natural Resources	2.47
Quality of Life	2.63
Weighted Score	**2.69**

Responsible City Departments

Arvada Festivals Commission

Vibrant Communities and Neighborhoods Team

Arvada Sustainability Advisory Committee

Arvada Park Advisory Committee

Employee Committee

Permitting Team

Potential Partnerships

Licensed waste haulers

Community groups who run special events

Strategies

SE04.01 Formalize a data tracking and monitoring schema for waste diversion at the Festival Commission's Core Events.

SE04.02 Set a waste diversion target for the Arvada Festival Commission's Core Events.

SE04.03 Develop a green events guide to serve as a resource for staff, community groups, and residents.

SE04.04 Investigate the feasibility of a policy requiring entities that pull a special events permit to include a sustainability plan, based on best practices from the green events guide.

SE04.05 Expand waste diversion efforts to include all of the Arvada Festival Commission's Core Events.

Metrics

Resource developed: Green Events Guide

Waste diversion rates at Arvada Festival Commission's Core Events

Denotes Active Key Priority Strategy

Transportation

TR01

Lead by example: Plan and implement a sustainable approach to converting the City's fleet to electric and hybrid vehicles.

Potential Impact

Climate Action	3.48
Cost and Efficiency	3.60
Equity and Inclusion	1.33
Natural Resources	2.58
Quality of Life	1.96
Weighted Score	**2.66**

Responsible City Departments

Fleet Team

Transportation Planning Team

Facilities Team

All Arvada Staff

Potential Partnerships

Colorado Energy Office

Drive Clean Colorado

Charging Infrastructure Companies

Colorado Fleet-ZERO program

Strategies

TR01.01 Conduct a third party fleet electrification and charging infrastructure study, and produce a comprehensive strategic EV transition plan.

TR01.02 Continue to leverage the vehicle replacement processes for conversion of the City's fleet to electric and hybrid vehicles, where appropriate.

TR01.03 Continue to install EV chargers across city facilities in response to the City's growing EV fleet size and funding opportunities.

TR01.04 Investigate the feasibility of adopting a formal EV procurement policy for the City to help set and achieve realistic fleet electrification targets.

TR01.05 Conduct an internal study of staff perceptions and barriers to EV utilization.

TR01.06 Develop and maintain fleet transition criteria that evaluate vehicle suitability, operational requirements, lifecycle cost, charging feasibility, and emerging technologies, to ensure that EV replacements comprehensively address needs.

Metrics

Resource developed: Fleet Transition Plan

Count of hybrid vehicles in city fleet

Count of electric vehicles in city fleet

Count of new electric and hybrid vehicles purchased

Portion of fleet that is EV or hybrid

Portion of fleet powered by any alternative to gasoline or diesel

Count of new EV charging stations installed at city facilities

Portion of city facilities with EV charging stations

Denotes Active Key Priority Strategy

Transportation

TR02

Lead by example: Reduce the environmental impacts of street infrastructure projects.

Potential Impact

Climate Action	2.92
Cost and Efficiency	3.83
Equity and Inclusion	1.71
Natural Resources	2.92
Quality of Life	2.25
Weighted Score	**2.82**

Responsible City Departments

Streets Team

Engineering Team

Pavement Management Team

Stormwater Team

Planning Team

Potential Partnerships

Arvada Business Community

Colorado Asphalt Pavement Association

Strategies

TR02.01 Continue to implement recycling of asphalt products for City projects.

TR02.02 Incorporate green infrastructure for treating direct stormwater runoff (such as high-rate filter media, sand filters, or rain gardens) in roadway projects when feasible.

TR02.03 When installing asphalt and concrete, implement life-extending treatments and longer-lasting products when feasible to reduce frequency of needed replacement in the future.

Metrics

Count of roadway projects incorporating green infrastructure features

Pilot project stories of roadway projects incorporating technologies and materials that can reduce GHG emissions or pollution

Count of lane miles resurfaced using Stone Matrix Asphalt

Count of lane miles resurfaced using Polymer

Count of lane miles resurfaced using Balance mix design

Count of lane miles treated with preventative maintenance surface treatments, such as crack seal, cape seal, chip seal, etc.

Denotes Active Key Priority Strategy

Transportation

TR03

Make it easier for Arvada residents to own electric vehicles.

Potential Impact

Climate Action	2.83
Cost and Efficiency	3.42
Equity and Inclusion	2.00
Natural Resources	2.50
Quality of Life	2.44
Weighted Score	**2.71**

Responsible City Departments

Fleet Team

Facilities Team

Transportation Planning Team

Potential Partnerships

Arvada Business Community

Arvada Community Members

Drive Clean Colorado

Colorado Energy Office

Greater Arvada Chamber of Commerce

Strategies

TR03.01 Continue to identify and solicit state, local, and grant funding opportunities to increase electric charging infrastructure for public use.

TR03.02 Compile and promote resources for community members on state and federal funding programs for EV transitions, with a focus on equity.

TR03.03 Compile and promote educational resources for community members that address real and perceived barriers to EV ownership, and that assist with planning for EV charging infrastructure installation.

TR03.04 Investigate the possible tradeoffs of increased EV presence in Arvada, such as damage to roadways, battery disposal, and missing gas tax revenue, and evaluate mitigation measures.

Metrics

New EV charging stations installed in publicly accessible areas, facilitated by the City

Resource developed: Educational resource on EV transition planning

Resource developed: Funding opportunities for EV and charging infrastructure purchases

Denotes Active Key Priority Strategy

Transportation

TR04

Reduce emissions from vehicle miles traveled by improving transportation system efficiencies.

Potential Impact

Climate Action	3.19
Cost and Efficiency	3.77
Equity and Inclusion	1.92
Natural Resources	2.53
Quality of Life	2.48
Weighted Score	**2.86**

Responsible City Departments

Transportation Planning Team

Roads Team

Sustainability Team

Facilities Team

Potential Partnerships

Olde Town Arvada Business Improvement District

K-12 schools

Strategies

TR04.01 Continue to upgrade traffic systems and networks to enable optimization of signal timing on major roads to reduce GHG emissions through reduced congestion, travel times, and idling.

TR04.02 When conducting intersection safety improvements, evaluate opportunities to install roundabouts.

TR04.03 Implement paid parking in alignment with the Olde Town Strategic Reinvestment Plan, to increase parking turnover and availability, reducing the time drivers spend searching for openings and idling, in order to lower GHG emissions.

TR04.04 Seek opportunities to expand staff capacity and resources to support Transportation Demand Management coordination.

TR04.05 Apply a Complete Streets framework to roadway improvement projects and prioritize those that reduce GHG emissions through decreasing traffic congestion or increasing active transportation access.

Metrics

Count of corridors optimized projects conducted

Case stories of corridor optimization projects and before/after improvements

Cumulative GHG emissions reduced through corridor optimization projects

Cumulative air pollutants (CO, NOx, and VOCs) reduced through corridor optimization projects

Cumulative estimated reduction in fuel consumption from traffic optimization projects

Cumulative Average Vehicle delay reduction based on traffic projects

Fleet idling time from fleet Telematics

Denotes Active Key Priority Strategy

Transportation

TR05

Reduce emissions from vehicle miles traveled by working with partners to provide reliable and accessible public transit options.

Potential Impact

Climate Action	3.06
Cost and Efficiency	3.60
Equity and Inclusion	3.29
Natural Resources	2.86
Quality of Life	3.31
Weighted Score	**3.25**

Responsible City Departments

Transportation Planning Team

Community and Economic Development Team

Potential Partnerships

Colorado Department of Transportation

Regional Transportation District

Denver Transit Partners

Mobility-on-Demand partners

Strategies

TR05.01 In alignment with the Transportation Systems Plan, work with regional partners, such as the Regional Transportation District, to plan, pilot, and implement projects that increase local service frequencies and areas of Arvada served, especially to address gaps in the network.

TR05.02 Prioritize the development and installation of accessible and comfortable transit stations and stops.

TR05.03 Coordinate the City's transportation and land use planning efforts with the Colorado Department of Transportation to ensure that statewide rail projects, such as Mountain Rail and Front Range Passenger Rail, serve Arvadans.

TR05.04 Incentivize increased G-line ridership through multimodal amenities strategically placed at and near stations, such as clear wayfinding, micromobility parking stations, and carshare.

TR05.05 Explore Mobility-on-Demand transit opportunities by piloting new micro-transit options, as detailed in the Transportation System Plan

Metrics

Portion of transit stations and stops with amenities

Regional G Line ridership

Micromobility trip starts and ends at G Line stations

Denotes Active Key Priority Strategy

Transportation

TR06

Reduce emissions from vehicle miles traveled by enhancing Arvada's network of multimodal transportation options.

Potential Impact

Climate Action	3.15
Cost and Efficiency	3.63
Equity and Inclusion	3.13
Natural Resources	2.92
Quality of Life	3.69
Weighted Score	**3.38**

Responsible City Departments

Transportation Planning Team

Community and Economic Development Team

Potential Partnerships

Regional Transportation District

Denver Transit Partners

Micromobility Companies

Denver Regional Council of Governments

Strategies

TR06.01 Prioritize the development of a more connected, safe, and accessible network of sidewalks, trails, bike lanes, and crossings that connect to activity centers and transit stops, guided by the Missing Sidewalk Inventory, Bike Master Plan, and Transportation Systems Plan.

TR06.02 Continue to work with the State, regional and private partners to manage and expand access to and awareness of micromobility options (e-bikes, e-scooters).

TR06.03 Work with the Denver Regional Council of Governments to expand Arvada's participation in and promotion of the Way to Go program and Bike to Work Day.

TR06.04 Be responsive to funding opportunities for Safe Routes to School programming and infrastructure.

TR06.05 Promote community-wide events and activities that encourage multimodal transportation such as International Walk to School Day and Bike to School/Work Month.

TR06.06 Work towards gold designation of Bike Friendly Community Certification based on recommendations from the report card.

Metrics

Miles of sidewalk installed to fill gaps noted in the City's Missing Sidewalks List

Count of intersections with crosswalks and midblock crosswalks

Miles of off-street trails

Miles of on-street bike lanes

Percent of classified roads within 1/4 of activity centers with sidewalks

Count of micromobility trips

City recognition achieved

Denotes Active Key Priority Strategy

Utilities

UT01

Lead by example: Pilot new and expanded waste diversion programs, then share lessons learned and opportunities for future expansion.

Potential Impact

Climate Action	2.79
Cost and Efficiency	3.38
Equity and Inclusion	1.58
Natural Resources	2.61
Quality of Life	2.35
Weighted Score	**2.65**

Responsible City Departments

Facilities Team

Utilities Business Team

Parks Team

Potential Partnerships

Licensed Waste Haulers

Apex Park and Recreation District

Olde Town Arvada Business Improvement District

Strategies

UT01.01 Improve waste diversion at city facilities by installing triple-bin waste collection systems with consistent branding and signage, and tracking data on waste contents and diversion rate.

UT01.02 Monitor effectiveness and opportunities to expand access to recycling at City-owned public spaces, such as athletic fields, parks, and Olde Town.

UT01.03 Share lessons learned from commercial recycling pilot programs, such as in Olde Town and Arvada City Hall, to encourage increased waste diversion in Arvada businesses.

UT01.04 Pilot new waste diversion strategies at the City's bulky item dropoff events and evaluate feasibility for long-term incorporation of these services.

UT01.05 Investigate opportunities for collecting hard-to-recycle items the City utilizes frequently in the course of doing business, such as batteries, certain packaging, or expended office supplies.

Metrics

Waste Diversion Rates for City Program

- Organics
- Recycling
- Specialty waste
- City Facilities

Community waste diversion rate based on licensed hauler data

Waste Diverted at Bulky Item Drop Off Events

Report on Olde Town Recycling Initiative Pilot

Denotes Active Key Priority Strategy

Utilities

UT02

Expand and promote waste diversion programs available to Arvada residents and businesses.

Potential Impact

Climate Action	2.98
Cost and Efficiency	3.13
Equity and Inclusion	1.92
Natural Resources	3.03
Quality of Life	2.58
Weighted Score	**2.81**

Responsible City Departments

Utilities Business Team

Arvada Economic Development Association Team

Arvada Urban Renewal Authority Team

Potential Partnerships

Arvada Business Community

Greater Arvada Chamber of Commerce

Licensed Waste Haulers

Specialty Waste Service Providers

Circular Action Alliance

Rooney Road Recycling Center

SustainAbility

Strategies

UT02.01 Work with Arvada's licensed waste haulers to improve data on waste contents, diversion rate, and total volumes collected, in order to conduct meaningful analyses, participate in the Colorado Extended Producer Responsibility program, and set informed targets for increased waste diversion.

UT02.02 Investigate options for end-of-life waste management for equipment and technology utilized in sustainability and climate action, such as retired solar panels and EV batteries.

UT02.03 Expand availability of waste diversion opportunities for residents of multi-family complexes by supporting efforts to increase recycling and compost dropoff infrastructure.

UT02.04 Work with licensed waste hauler(s) to develop a compost/organic waste program with drop-off sites, curbside pickup, and/or processing facilities within city limits.

UT02.05 Continue to promote and encourage the use of waste diversion services offered by Arvada's partners, such as electronics recycling, household hazardous waste drop-off, and composting services.

UT02.06 Sustain Arvada's existing special waste collection and diversion programs, such as seasonal leaf collection, bulky item drop-off, and low-cost roll-offs, and widely promote those opportunities to residents.

UT02.07 Develop and distribute educational resources that promote waste diversion practices at home and increase awareness of diversion services offered through Arvada's waste hauling program.

UT02.08 Collaborate with Arvada's K-12 to coordinate waste diversion education for youth.

UT02.09 Leverage the Colorado Extended Producer Responsibility program to secure funding for expanded services, cost decreases, and additional outreach.

UT02.10 Work with local businesses, Arvada Economic Development Association and licensed haulers to identify and promote commercial recycling options.

UT02.11 Evaluate the possibility of developing a Construction and Deconstruction program, to prevent reusable construction materials from going to the landfill.

Metrics

Licensed Hauler diversion data

Count of low-cost roll-offs ordered by Arvada Community Members

Waste Diversion Rate for City Program (broken out by compost, recycling, and special waste)

Project status

Extended Producer Responsibility program reimbursements

Denotes Active Key Priority Strategy

Utilities

UT03

Facilitate the development of local renewable energy systems and the distribution of resources to increase building efficiency in Arvada.

Potential Impact

Climate Action	3.42
Cost and Efficiency	3.60
Equity and Inclusion	2.42
Natural Resources	3.25
Quality of Life	2.73
Weighted Score	**3.12**

Responsible City Departments

Facilities Team

Engineering Team

Building Code Team

Arvada Fire Protection District Team

Emergency Management Team

Potential Partnerships

Xcel Energy

Solar Industry

Arvada Business Community

Greater Arvada Chamber of Commerce

National Renewable Energy Labs

Strategies

UT03.01 Investigate opportunities to dedicate more City-owned land for the installation of new solar energy generating projects.

UT03.02 Continue to partner with local utility providers, organizations, and developers to advance the creation and adoption of alternative energy systems, Community Solar projects, and energy efficiency services.

UT03.03 Prioritize renewable energy and battery storage systems for households and community facilities with a high energy burden due to medical and assistive needs, such as electric mobility devices, continuous oxygen, and other life-maintaining devices.

UT03.04 Be responsive to available funding opportunities for incentive and rebate programs for low-income residents.

UT03.05 Equip emergency responders and community members with safety information, resources, and response systems that account for safe and effective treatment of fires involving large battery systems and EVs.

UT03.06 Seek opportunities to pilot new sustainable backup power generation technology, to be deployed in emergency response situations.

Metrics

New solar power generation capacity added by City

Total solar power generation capacity enabled by City

Portion of city facilities' energy use from renewable sources

Project status

Participants in energy conservation programs

Count of permits issued for solar installations

Count of permits issued for home battery storage

Denotes Active Key Priority Strategy

Utilities

UT04

Support and incentivize indoor and outdoor water conservation.

Potential Impact

Climate Action	2.52
Cost and Efficiency	3.96
Equity and Inclusion	1.96
Natural Resources	3.89
Quality of Life	3.08
Weighted Score	**3.28**

Responsible City Departments

Water Resources Team

Utilities Business Team

Engineering Team

Neighborhoods Team

Potential Partnerships

Resource Central

Colorado WaterWise

Strategies

UT04.01 Complete the rollout of Arvada's new cellular Advanced Metering Infrastructure program, which will provide real-time data to customers that can help identify and reduce leaks, thereby saving money and encouraging conservation.

UT04.02 Provide updated information about baseline community water conservation expectations that match current water conservation best practices.

UT04.03 Leverage community partnerships and opportunities to encourage water conservation among residents and businesses.

UT04.04 Expand education campaigns and programs to make it easier for residents and businesses to engage in outdoor water conservation and water-wise landscaping.

UT04.05 Pursue innovative conservation strategies that complement the City's water supply needs, water rights, and contractual agreements.

UT04.06 Coordinate with partners and Arvada staff to conduct drought response and resiliency planning that aligns Arvada with best practices and prepares the City for various water availability scenarios.

UT04.07 Explore opportunities to expand city efforts in support of Colorado's Non-functional Turf law.

UT04.08 Continue to monitor the status of grey water regulation in Colorado, research best practices, evaluate the potential scale of impact, and weigh the costs and benefits to the environment and public health.

Metrics

Water supply data

Per capita water use in Arvada system

Water use by sector (commercial, residential, and industrial)

Net outdoor water use estimate

Water loss rate

AMI rollout project completion status

Customer requests for Eye on Water software accounts

Estimated square feet of lawn converted to xeriscape via Resource Central partnership

Count of Garden In A Box kits distributed via Resource Central partnership

Count of square feet of non-functional turf replaced via Resource Central partnership

Count of residential sprinkler evaluations completed via Resource Central partnership

Denotes Active Key Priority Strategy

Conclusion

Arvada's Climate and Sustainability Action Plan provides a roadmap to build community resilience, reduce GHG emissions, and foster sustainable development, all in alignment with the City's guiding values:

Innovation
Arvada will lead in local climate action by addressing contemporary climate challenges, exercising creativity, and leveraging new strategies and solutions. Arvada is poised to embrace new ideas and implement innovative, new approaches to the way the City operates, all in service of its diverse residents.

Passion
Arvada staff members are committed to pursuing climate action, leveraging the City's high-performing, inclusive team to inspire sustainability excellence among peer communities and Arvada residents. Arvada seeks to lead by example and demonstrate that sustainability action can achieve meaningful results for the global and local community.

Opportunity
The opportunity to make a meaningful impact could not be higher; the time is right to take action in response to climate change, and to adopt new sustainable practices that have the power to ensure a better future for the next generation. With the strategies in this CASAP, Arvada will also take the opportunity to empower diverse perspectives by remaining engaged with the community and working together to address the climate crisis.

This Plan was developed in partnership with city staff who will lead and support the implementation of the CASAP's proposed strategies. City staff are committed to working collaboratively to mobilize an all-of-Arvada approach to climate and sustainability action. Staff will conscientiously prioritize and execute the strategies laid out in this document, with consideration of cost, feasibility, staff capacity, and the potential impact on GHG emissions.

The City will remain transparent throughout the implementation process and report on progress annually.

Following this plan's guidance, the City will continue to collaborate with key stakeholders to achieve its vision of a resilient, sustainable, and equitable city, committed to the well-being of current and future generations, all while preserving Arvada's unique character

Appendix A

Key Terms and Abbreviations

Key Terms and Abbreviations

Key Term	Definition
Active Transportation	Human-powered mobility, such as biking or walking.
Benchmarking	The process of measuring and comparing a building's energy use to past consumption at the same facility, that of similar buildings, or a reference performance level.
Building Performance	A policy that requires building owners to meet Standard energy performance targets by improving their buildings over time; often, interim targets are used to drive energy efficiency and emissions reductions.
Carbon	Carbon, carbon dioxide, or gaseous carbon compounds is used in this context to describe the outputs of using fossil fuels for energy and/or the production of goods. As more carbon is released into the atmosphere, the build up can act as a blanket that traps heat around the world and disrupts our climate.
Carbon Monoxide	An odorless, colorless gas formed by the incomplete combustion of fuels.
Criteria Air Pollutants	Air pollutants for which acceptable levels of exposure can be determined and for which an ambient air quality standard has been set.
Circular Economy	Circular economies are resilient and regenerative systems that rethink how materials are produced, used, and discarded. They reuse, repair, and recirculate existing products and materials for as long as possible. Once materials reach the end of their life, they are recycled and transformed into new products.
Closed-loop Waste Management	A closed-loop system is a sustainable, integrated waste management and manufacturing system, where end-of-life goods are collected, processed, and reused as raw materials for the same or similar products, without exiting the production cycle. Unlike linear systems (take, make, dispose), closed-loop systems aim to create a sustainable cycle that conserves resources and reduces landfill use.
Consumption-based	A consumption-based emissions inventory (CBEI) is Emissions Inventory a calculation of all of the greenhouse gas emissions associated with producing, transporting, using, and disposing of products and services consumed by a particular community or entity in a given time period (typically a year). A CBEI is a way to tally up a comprehensive emissions 'footprint' of a community.
Decarbonization	The reduction of carbon dioxide (CO_2) emissions through the use of a combination of low-carbon energy sources, energy efficiency and conservation, and resource conservation.
Electrification	The process of replacing equipment that is traditionally powered with fossil fuels to equipment which is powered by electricity.

Equitable	An equitable approach differs from an equality-based approach, which offers all community members the same resources, by recognizing that there are systemic factors that put certain community members at a disadvantage. An equity-based approach seeks to ensure that everyone has the opportunity to thrive, regardless of age, race or ethnicity, ability, gender, socio-economic status, or any other distinguishing factor. Through an equitable lens, decisions are made to meet the needs of marginalized community members as a way to level the playing field for everyone.
Equitable Climate Action	Local policy and personal habits that reduce climate pollution and increase community resilience in ways that do no harm and that support all communities according to their needs.
Equity	Equity recognizes that individuals do not all start from the same place, so to create a just plan the City must acknowledge and adjust for those imbalances. Equity is defined as the just distribution of the benefits of climate change protection and alleviation of unequal burdens created by climate change.
Greenhouse Gas (GHG)	Heat-trapping gases such as carbon dioxide (CO_2), methane (CH_4) and nitrous oxide (N_2O) that warm the atmosphere and contribute to climate change impacts.
Green Infrastructure	The range of measures that use plant or soil systems, permeable pavement or other permeable surfaces or substrates, stormwater harvest and reuse, or landscaping to store, infiltrate, or evapotranspirate stormwater and reduce flows to sewer systems or to surface waters.
Ground-level Ozone	Air pollutant that forms when nitrogen oxides and volatile organic compounds react with each other in sunlight and hot temperatures. This pollution comes from vehicles, industry, and other sources and contributes to smog formation.
Lead	Air pollutant that is released into the air from industrial sources or vehicles.
Low Income and Community (LIDAC)	Any community that meets at least one of the Disproportionately Impacted following characteristics: Identified as disadvantaged by the Climate and Economic Justice Screening Tool (CEJST); Any census block group that is at or above the 90th percentile for any of EJScreen's Supplemental Indexes when compared to the nation or state, and/or; Any geographic area within Tribal lands as included in EJScreen.
Multimodal Transportation	Considers the ways) people get to and from a destination, including walking, biking, rolling, e-mobility, public transit, and/or a shared or private vehicle.
Nitrogen Oxides	Nitrogen oxides (NOx) is a group of highly reactive gasses, including nitrogen dioxide, nitrous acid, and nitric acid. Nitrogen dioxide commonly comes from fuel combustion, such as automobiles, power plants, and off-road equipment.
Non-Attainment	Areas of the country where air pollution levels persistently exceed the national ambient air quality standards may be designated "nonattainment."

Ozone	A highly reactive gas occurring in the Earth's upper atmosphere. Ozone at the ground level can be harmful to breathe in.
Particulate Matter	A mixture of solid particles and liquid droplets found in the air. Some particulate matter can cause serious health problems when inhaled.
Resilience	The ability to anticipate, prepare for, and respond to hazardous events, trends, or disturbances related to climate change and other events.
Sulfur Dioxide	Toxic air pollutant which is known as one of the Environmental Protection Agency's (EPA's) criteria air pollutants. The largest source of SO2 in the atmosphere is the burning of fossil fuels by power plants and other industrial facilities.
Sustainability	Developing and managing the City in a way that balances environmental, social, and economic needs to ensure the current community's quality of life while preserving resources for future generations.
Transit Oriented	Integrated urban places designed to bring people, Development (TOD) activities, buildings, and public space together, with easy walking and cycling connections between them and transit services.

Abbreviations

Abbreviation	Definition
ASAC	Arvada Sustainability Advisory Committee
BAU	Business-as-usual
CASAP	Climate and Sustainability Action Plan
CCEF	Collective Clean Energy Fund
CCSP	City Council Strategic Plan
CDOT	Colorado Department of Transportation
CEO	Colorado Energy Office
DRCOG	Denver Regional Council of Governments
EPA	Environmental Protection Agency
EV	Electric vehicle
GHG	Greenhouse gas
HOA	Homeowner Association
LDC	Land Development Code
LID	Low-Impact Development
LIDAC	Low Income and Disadvantaged Communities
$MTCO_2e$	Metric tons of carbon dioxide equivalent
NAAQS	National Ambient Air Quality Standards
RTD	Regional Transportation District
SIP	State Implementation Plan

Appendix B

Engagement Details

Engagement Details

City Staff Engagement

The success of the CASAP is reliant on the plan's implementation by the Arvada team. They provide critical insight into the connection of CASAP strategies with the delivery of city services, as well as other ongoing efforts and challenges in Arvada that may relate to the CASAP.

The project team engaged the Arvada team throughout the process through informational interviews, monthly employee briefs, meetings, and feedback on draft deliverables.

City Council Engagement

Arvada City Council was engaged at key milestones in the process of creating the CASAP. The first presentation to the Council occurred on April 22, 2024 (Slidedeck) to introduce the project timeline and engagement plan. The project team also hosted a Council Study Session on July 22, 2024 (Slidedeck) to review the results of GHG emissions inventories and provide an update on the public engagement efforts. On September 16, 2024 (Slidedeck) the project team met with the Council to review the example optional list of strategies included in the plan. The final plan was presented to City Council on Month, day, 2025 .

Focus Group

The City convened a group of passionate and experienced community members to suggest strategies, offer diverse and deep expertise, and provide a deeper understanding of Arvada's unique positioning in the context of climate and sustainability action. The group included energy experts, members of the Chamber of Commerce, members of the Arvada Sustainability Advisory Committee ("Sustainability Committee"), including transportation professionals, mental health advocates, environmental consultants, and more.

The group met in a series of five project workshops to support the development of the plan's Vision Statement and Guiding Principles, co-create and prioritize strategies, and establish goals for the plan and strategies to work towards.

Public Engagement

Public Events

In effort to meet community members where they already were, the project team developed a variety of different engagement opportunities and approaches for the public, both in-person and online. The project team hosted engagement opportunities at the following community events:

- Arvada Kite Festival - April, 14, 2024
- Taste of Arvada - July 11, 2024
- Arvada on Tap - July 13, 2024
- Foster Dual Language PK-8 Fall Carnival - August 29, 2024.

At these events, the project team sought input from community members. They were asked about their values, what initiatives and strategies they would like to see in the plan, and how they viewed successful implementation of the plan.

Speak Up Arvada

In conjunction with the in-person community engagement opportunities, the project team held multiple rounds of community engagement on Speak Up Arvada. Speak Up Arvada serves as the City's online forum to collect community input on projects, programs, or initiatives. The project team collected community input on what projects, programs, or initiatives they would like to see the City implement to help advance sustainability in Arvada. The project team also used this platform to determine which sectors and strategies should be prioritized.

The three rounds of community-wide engagement on Speak Up Arvada included:

- Round 1, April 14 to June 9: "What does a sustainable Arvada look like to you?"
- Round 2, June 24 to July 28: "What projects, programs, or initiatives do you want to see included in the plan?"
- Round 3, August 12 to September 8: "Rank your top five potential plan initiatives."

Hundreds of responses were submitted through Speak Up Arvada and were considered during the strategy development phase. The Speak Up Arvada questions were also posted to social media platforms such as NextDoor and LinkedIn, in which hundreds of comments and reactions were recorded.

Arvada Report

The Arvada Report is a free magazine sent out every other month to all Arvada residents and businesses. Four separate issues included updates on the CASAP to promote broader public awareness of the plan's progress, engagement opportunities, and project updates.

Sustainability Newsletter

The Arvada Sustainability e-newsletter was sent out monthly with updates on the plan's progress and how to participate in the effort. The newsletter will include progress updates on the CASAP's implementation after the CASAP has been adopted by City Council.

Climate and Sustainability Action Plan Webpage

The project team created a webpage for the CASAP that was updated throughout the duration of the project. The page included project background information, ongoing project updates, and opportunities to participate in the effort. The project page also provided users with a timeline of key project milestones, direct links to Speak Up Arvada, and a sign up form for the Arvada Sustainability e-newsletter. A QR Code linked to the CASAP webpage was present at all public events attended by the project team.

Open House

The project team organized an Open House to showcase the executive summary of the plan and to collect public feedback. On November 14, 2024, the Open House welcomed more than 100 community members, including both Arvada City Council as well as Arvada Sustainability Advisory Committee members. Attendees engaged with posters and a PowerPoint presentation that summarized the project's extensive engagement process, highlighted key takeaways from engagement efforts, and provided an overview of the plan framework, including the plan's vision statement, guiding principles, and goals. The event showcased the enthusiasm and passion of Arvada's residents, who expressed strong support for the plan. Many attendees asked thoughtful questions and sparked meaningful discussions about the plan's process and overall impact on Arvada, emphasizing the community's commitment to a sustainable future. The energy and excitement in the room underscored the community's shared commitment to address climate challenges and advance sustainability collaboratively.

Appendix C

Existing Sustainability Programs in Arvada

Existing Sustainability Programs in Arvada

Sustainability has been long engrained in Arvada's culture. As a part of the staff outreach and vetting process, the Sustainability Team identified 68 ongoing sustainability-related initiatives. These initiatives mean Arvada is starting from a strong position for this round of climate and sustainability action planning.

Built Environment

Arvada Center Microgrid: The Arvada Center is equipped with a resilient microgrid, consisting of an array of 50kw rooftop solar panels and a large battery bank with 8 hours storage capacity. This microgrid setup positions the Arvada Center as an important community resiliency space, which can provide backup power during emergencies, even when the Xcel grid is powered down. Additionally, the solar array is utilized during peak demand to cut energy costs and it provides renewable energy to the Xcel grid, contributing to progress on Xcel's net zero energy by 2050 goal. This project, which was completed in 2023, was one of five microgrid projects funded in Colorado by a $7.6M award from Xcel Energy.

Better Buildings Challenge: The City of Arvada exceeded expectations when it achieved the U.S. Department of Energy Better Buildings Challenge in spring of 2023. The program requires a 20% reduction of energy use across the organization, but Arvada reported a 28% reduction across all city facilities from 2013 to 2023. Arvada's Manager of City Facilities was invited to the White House in the fall of 2023 in recognition of his achievement.

Building Management Control Systems: Arvada has implemented energy management systems across all large facilities that leverage AI-enabled analytics to optimize energy use. These systems use real-time analytics to manage HVAC schedules, power down equipment when buildings are unoccupied, and adjust temperature set points during peak demand and as seasonal conditions change. The system is also able to proactively identify issues in the system that require manual repair. This precision approach reduces energy consumption and operating costs while extending HVAC equipment life by minimizing unnecessary strain.

Capital Improvement Project Sustainability Plan: The Infrastructure team is currently developing a Capital Improvement Project (CIP) Sustainability Plan, with planned completion in spring 2026. The CIP Sustainability Plan incorporates the Envision Framework, to guide sustainable design and construction of operational infrastructure projects, such as roadway, parks, utilities, and other assets essential to delivering city services. Learn more on the Envision Framework webpage.

Compact and Connected Communities: The Community and Economic Development Department and Arvada Urban Renewal Authority encourage high density uses and transit-oriented development around the activity centers, particularly along the G Line in the City through the vision set by the Comprehensive Plan and the City's Land Development Code. This increases residents' access to multimodal transportation options and reduces the need for single occupancy vehicle trips.

Construction and Deconstruction Efforts: The City of Arvada voluntarily incorporates deconstruction practices to recover materials for reuse and recycling when constructing new city buildings. This commitment goes above and beyond requirements, resulting in significant waste diversion during the construction process. By salvaging and repurposing reusable materials like metal and lumber, the City reduces landfill waste and supports a more sustainable approach to construction.

Engineering Code of Standards and Specs: These are Arvada's requirements for project design and construction standards for any horizontal infrastructure that will be City owned. City staff systematically reviews and updates this on a recurring basis to ensure the criteria and best practices remain current. These revisions strategically integrate sustainability requirements across all mandated construction methods, materials, and design components.

EV Infrastructure at City Facilities: The City of Arvada designs all new city facilities to be EV ready and installs EV charging infrastructure when funding is available. The Facilities team also seeks out funding opportunities to increase the quantity of charging stations at city facilities.

LEED Certification for New City Facilities: Arvada demonstrated its commitment to sustainability in 2012 with resolution R12-079, which established a green building policy. The policy requires all new city facilities greater than 5,000 square feet to attain a minimum LEED Silver rating, with a goal of achieving LEED Gold. For example, the Arvada Aquatics Center attained LEED Silver; this is a significant accomplishment for an aquatic facility of its size.

Public EV Charging Infrastructure: The City leverages grant funds to invest in public charging infrastructure at city-owned facilities with public services. For example, Arvada's Infrastructure team installed a bank of EV Chargers at the Olde Town Transit Hub in 2018 and at the Arvada Aquatics Center in 2024.

Solar Gardens: Arvada's Facilities team has arranged for participation in Colorado's Community Solar program, which allows Arvada to source its power from locally distributed renewable sources. As of 2025, Arvada is sourcing solar power from 3 local Community Solar gardens.

Solar Powered City Facilities: Arvada designs all new city facilities to be solar-ready and has also already installed on-site solar arrays at multiple city facilities. Each of the City's arrays is uniquely configured to contribute renewable energy to the facility and/or sell power back to the grid. As of 2025, solar arrays have been installed at both water treatment plants, Majestic View Nature Center (MVNC), all police substations, the Indiana Fleet and Utilities Shops, and City Hall. The current solar power load is not sufficient to fully power these buildings, but are a starting point for future upgrades.

Environmental Stewardship

Adopt-a-Trail Program: Arvada administers a robust Adopt-a-Trail program that empowers community members and groups to maintain and clean segments of the City's trail network. As of 2026, the program currently enjoys full volunteer coverage across all City-owned trails and has run at capacity since 2021.

Audubon Certified Golf Courses: Both West Woods and Lake Arbor golf courses are certified members of the Audubon Cooperative Sanctuary Program for Golf (ACSP). ACSP is an environmental education and certification program that helps golf courses protect the environment and preserve the natural heritage of the game of golf. Less than 2% of golf courses worldwide are ACSP courses. Learn more on the City's Golf Course webpage.

Custom Native Seed Mix: Arvada staff consults with a local seed company to produce a custom blend of native plant seeds for overseeding Arvada's natural areas. The blend of regionally-adapted plants ensures Arvada's natural landscapes are biodiverse, water-wise, and resilient.

Grazing Program and Bio-controls for Weed Suppression: Arvada is currently piloting natural weed suppression strategies, including grazing by local livestock. The Open Space team also utilizes bio-controls like Field Bindweed Mites, Leafy Spurge Flea Beetles, and Toadflax Weevils to control noxious weeds. These strategies allow staff to avoid GHG emissions from landscape management, efficiently manage natural areas, decrease pesticide use, and regenerate land with natural ecological processes.

Majestic View Nature Center: MVNC is a hub of land conservation, volunteerism, and education at the City of Arvada, welcoming over 14,000 visitors to 379 functions in 2024. MVNC offers year-round educational and hands-on activities for all ages, including demonstration gardens, rotating nature exhibits, and volunteer opportunities. The site is also a National Wildlife Federation Certified Wildlife Habitat and is currently seeking LEED certification for a new classroom addition. Learn more on the City's Majestic View Nature Center website.

Community Programs: MVNC offers a dynamic mix of workshops, experiences, and events that highlight themes such as water conservation, biodiversity, and pollinator health, while promoting land stewardship, conservation, and sustainable living. Through hands-on learning and direct experiences in nature, MVNC inspires residents to care for the environment and build community resilience. View the calendar of events and register on the City's Community Services Catalogue.

Demonstration Gardens: MVNC maintains water-wise and native vegetation demonstration gardens. Residents can browse the demo gardens to see examples of water-saving and regionally appropriate landscapes, learning new strategies they can bring back to their own homes.

MVNC Wetland Restoration Project: MVNC is partnering with Ducks Unlimited, a nonprofit that advances wetland conservation, to remove invasive species, enhance wildlife habitat, and enhance water quality for the stormwater system. Learn more on the City's Wetland Restoration Project website.

Pollinator Garden Tours: MVNC's annual Pollinator Garden Tour partners with local residents who open their pollinator-friendly gardens to the community. The event fosters neighborhood connections, shares practical tips, and showcase sustainable landscapes, inspiring more residents to adopt pollinator-friendly practices and support biodiversity across Arvada.

Youth-Focused Educational Programs: Youth education is central to MVNC's mission. The center offers summer camps and school field trips, including free services for Title I schools to ensure equitable access. MVNC's hands-on programs connect classroom science lessons to real ecosystems, integrating climate awareness, water conservation, and biodiversity throughout the curriculum. View the calendar of events and register on the City's Community Services Catalogue.

National Public Lands Day: Since 2022, Arvada has partnered with Jefferson County Parks and Open Space and other cities to participate in National Public Lands Day, the nation's largest single-day volunteer event. In 2025, 447 volunteers worked at 16 sites throughout Jefferson County resulting in 6,350 pounds of trash collected, 2,145 of recycled materials collected and more! In Arvada alone, 54 people collected 27 bags of trash, painted 50 trees with beaver-deterring paint, and dug 75 feet of ditch to reconnect a stormwater drain to Ralston Creek.

Native Grass Conversion Program: The Parks team launched a program in 2024 to convert non-functional turf areas to native grasses in City-maintained parks. Native grasses reduce water consumption, restore biodiversity, and enhance wildfire resilience. Learn more on the City's Turf Conversion Program webpage.

Native Landscaping and Maintenance: The City has a sustainable native landscaping approach for its open space, natural areas, golf courses, and other non-irrigated areas within the city. This includes a "no mow, let it grow" approach to open areas, allowing natural processes to occur in natural spaces. Sustainable native landscaping considers environmental sustainability, wildfire risk reduction, and resource efficiency. Learn more on the City's Open Space and Natural Area webpage.

Plant-A-Tree Program: Through Arvada's Plant-A-Tree Program, community members partner with our City Forestry Team to plant trees in Arvada parks. The program provides the opportunity for a rewarding and unique means of commemorating loved ones, paying tribute, honoring, or celebrating special times. This visible and vibrant reminder also provides shade and beauty for future generations to enjoy. For more than 50 years, Arvada's Plant-A-Tree Program has contributed more than 400 trees to our park system. Learn more on the City's Plant-a-Tree Program webpage.

Resource Central Partnership: Arvada partners with Resource Central, a local organization that works directly with community members to implement water conservation strategies in residential landscapes and community spaces. Through this community partnership, Arvada's Utilities Team offers free or discounted programs for residents, including: lawn-to-xeriscape conversions, Garden In A Box kits, and sprinkler evaluations. Learn more on the City's Water Saving Programs webpage.

Source Water Protection Program: Arvada residents depend on a reliable supply of safe, high-quality drinking water. Protecting our drinking water is essential to preserve our own health and economy and that of future generations. Arvada's Source Water Protection Program monitors and manages our watersheds through a variety of operational activities, like erosion and invasive species control, water quality monitoring, wildfire prevention, and public outreach. Learn more on the City's Source Water Protection Program webpage.

Support for the Regional Air Quality Council: The Regional Air Quality Council (RAQC) is a regional nonprofit working to improve air quality and protect public health, the environment, and the economy across Colorado's Front Range. In partnership with local governments, RAQC delivers education, resources, and incentive programs that reduce emissions and support cleaner air. Since 2018, Arvada has contributed $62,900, supporting initiatives such as equipment trade-ins and community outreach. This partnership advances coordinated, region-wide action to address persistent air quality challenges.

Tree City USA: Arvada has a long history of prioritizing its urban forest. In 2025, the City earned Tree City USA recognition from the Arbor Day Foundation for the 34th consecutive year. Tree City USA is a national program that recognizes communities investing meaningfully in their urban tree canopy. Arvada achieves its Tree City USA recognition by meeting four program requirements: maintaining a tree board or department, keeping a tree care ordinance in the City Code, dedicating an annual community forestry budget of at least $2 per capita, and hosting an Arbor Day observance and proclamation. The City has celebrated Arbor Day for 39 years through Council proclamations, volunteer events, tree giveaways, and educational opportunities. Each year the celebration is unique, and Arvada looks forward to continuing this tradition into the future. In addition to these, Arvada has also been recognized nine times with Tree City USA's Growth Award for going above-and-beyond to care for the City's tree canopy.

Tree Inventory: The City Forester and their team maintain an active GIS-based inventory of all city-maintained trees in parks, medians, right-of-way, and natural areas. This inventory is used to track data about specific trees and plan management activities across the City's urban forest.

Waterway Cleanup Events: During summer months, the City's Stormwater Team and MVNC partner with local nonprofits to coordinate monthly river and creek cleanup events. These events mobilize volunteers in the community to make a direct impact: removing litter, improving water quality, and fostering a culture of waterway stewardship among Arvada's residents.

Waterway Restoration Efforts: The Floodplain Management Team regularly pursues ecosystem restoration along eroded creekbeds. These efforts preserve biodiversity, improve flood protection and resiliency, restore natural systems and habitats, and reduce water pollution.

Management Practices

Arvada Community Wildfire Protection Plan: Arvada collaborates regionally with partners including Arvada Fire Protection District, City of Wheat Ridge, Jefferson County, and the Colorado State Forest Service to mitigate wildfire risk through targeted mitigation projects, building and land use policy, infrastructure, resident outreach, drills, and landscape management practices.

Memberships in Sustainability-Focused Industry Groups: Arvada is a member of multiple organizations that advance sustainability in local government and the wider economy, such as Colorado Water-Wise, Drive Clean Colorado, and Urban Sustainability Directors Network. Arvada's support and engagement with these efforts aligns the City with innovation and best practices in the industry. This also positions Arvada to be a leader in sustainability.

Reducing Wildfire Impacts in the Watershed: Arvada collaborates with regional entities such as the Northern Colorado Fireshed Collaborative, and the Clear Creek Watershed and Forest Health Partnership. These partnerships seek to pool resources for projects that reduce the severity and impacts of fire events, and promote education in forested communities to safeguard lives and homes.

Reuse of Tree Biomass: All dead trees and pruned branches removed during maintenance are recovered and chipped to mulch by the City's Parks team. The mulch is reused as a groundcover in parks and trails and the surplus is provided to residents for pickup, free of charge.

Streamlined Permitting: Arvada offers capped fees and a streamlined process for solar and battery storage permits in the development review process. This encourages more sustainable infrastructure in homes and commercial buildings by simply making the process easier.

Sustainability in Development Review: Arvada has a mix of formal and informal policies for including sustainability in the development review process, which vary based on the size and type of development. For most small projects, there are minimal formal requirements, but more requirements are triggered by larger project sizes. Whether required or not, and as a matter of practice, Arvada staff consistently discuss Low-Impact Development, building efficiency, energy generation and storage, and water management in their consultations with developers.

Sustainable Economy

Land Leases for Community Agriculture: The City of Arvada leases low-cost land to non-profit community agriculture operations such as Frontline Farming, Denver Urban Gardens, Arvada Gardeners, and GoFarm. These operations increase the accessibility of locally-produced food to Arvadans and facilitate the growth of community-facing urban agriculture.

Waste Diversion at Events: Arvada's Festivals Commission has contracted zero waste services for its Core Events (Kite Fest, Summer Fest, and Winter Fest) from a local company since 2022. The City also contracts zero waste services at staff events like the annual Mission, Vision, Values Event.

Transportation

Bicycle Friendly Community Designation: Arvada has held Silver-level certification from the League of American Bicyclists since 2014 (initially recognized as Bronze-level in 2008) with the most recent certification in 2025. This designation reflects the City's sustained commitment to advancing bicycle infrastructure, programs, and policies under the League's 5 E's framework that includes: Engineering; Education; Encouragement; Evaluation & Planning; and Equity & Accessibility.

Bike Master Plan: Adopted in 2017, the Bike Master Plan included goals for building a connected and comfortable bicycle network, creating a safe place for all types of bicyclists to ride, and turning bicycling into a convenient form of travel for all trips. View the Bike Master Plan here.

City Fleet Fuel Transitions: Arvada has been pursuing a strategic transition to EV's through its vehicle replacement plan. When City vehicles are retired, staff replaces ICE (internal combustion engine) vehicles with EVs or other alternative fuel type vehicles when feasible. Since 2021, the Infrastructure department has replaced 15 of its fleet vehicles with EVs and 36 with hybrids. The Fleet Services team also uses biodiesel during the summer.

Inter-agency Collaboration for Transportation System Improvements: The City collaborates closely with regional partners such as the Denver Regional Council of Governments (DRCOG) to advance shared transportation and air quality goals. This includes contributing to the Regional Transportation Plan and Air Quality modeling, participating in groups like the Active Mobility Partnership and Shared Micromobility group, supporting Active Transportation Plan updates, and partnering on DRCOG's Way to Go program to promote sustainable travel options.

Micromobility Program: Arvada launched its micromobility program in 2022 to expand first- and last-mile travel options connecting community members to transit and key destinations. The program provides shared e-scooters and e-bikes for use across portions of the community, offering convenient alternatives for access to local services and activity centers.

Missing Sidewalk Inventory: As a city that grew quickly, Arvada has many gaps in the network of sidewalks. This can create a disjointed and at times unsafe pedestrian experience. In order to address the issue, Arvada staff have created a Missing Sidewalk Inventory, which tracks major gaps and helps staff to prioritize areas with the most need to install new pedestrian sidewalk infrastructure.

Multimodal Projects: The City's Infrastructure department regularly leverages the pavement management program to install bike lanes when repaving roadways. All new infrastructure is evaluated for the opportunity to install dedicated bike and pedestrian infrastructure, offering residents more accessible options.

Public Transit: The City works with the Regional Transportation District to provide public transit enhancements such as more comfortable and accessible transit stops/stations and advocating for enhancing existing services and expanding transit service to new areas of Arvada.

Roadway Project Efficiencies: The City's Pavement Management Team takes a lifecycle-based approach to extend roadway lifespan and reduce GHG emissions. Staff seek to "keep good roads good" by prioritizing preventive maintenance and applying the right treatments, such as polymer applications and balanced mix designs. By extending road lifespan, the city avoids more energy- and material-intensive reconstruction in the future. Strategic use of longer-lasting materials like stone matrix asphalt also extends service life by 20–30% and delays future interventions. The program also emphasizes efficiency by paving long runs and entire neighborhoods at once, reducing mobilization, equipment use, and construction impacts. Together, these practices lower lifecycle emissions while maintaining high-quality infrastructure.

Transportation Demand Management Plan: in 2021, staff developed a Transportation Demand Management (TDM) plan, which outlines strategies for reducing single-occupancy vehicle travel by providing an array of transit options.

Transportation Systems Plan: The City developed its first comprehensive Transportation Systems Plan (TSP) in 2025, with close collaboration between the Transportation Planning and Sustainability teams. The TSP aligns closely with the CASAP, proposing strategies that can advance sustainable and equitable transportation options, reduce GHG emissions, improve air quality, and support community well-being. The TSP aims to promote access to multimodal, active, and public transportation, improve intersection efficiency, and prioritize service to disadvantaged communities.

Xcel Energy Fleet Electrification Advisory Program: In 2025, the City's Fleet Management team joined Xcel Energy's Fleet Electrification Advisory Program. The program will conduct a fleet electrification study and establish an updated EV transition plan in line with best practices and in alignment with the City Council Strategic Plan.

Utilities

Adjustable Frequency Drive Pumps: Drinking water treatment and distribution are very high-energy operations which represent a large portion of the City's overall power use. Adjustable Frequency Drives (AFDs) enable the City's water treatment plants and pump stations to operate more efficiently, reducing energy used and making them more responsive to demand. Arvada has installed AFD drives on several mixer and pump motors throughout the water treatment and distribution system, which results in significant energy savings (up to 20-50%) over the course of normal operations, and makes Arvada eligible for rebates from Xcel Energy.

Advanced Metering Infrastructure: Advanced Metering Infrastructure: Arvada is rolling out Advanced Metering Infrastructure (AMI), a cell-networked system of smart water meters that remotely track and report water use in near real-time. Additionally, it reduces fuel consumption from manual service trips and improves operational efficiency. Residents can also access monitoring software at home to review their own water use, set up leak alerts, and make timely conservation choices.

Arvada Stormwater's Qualified Local Program Status: The City of Arvada is a trusted leader in stormwater management by the Colorado Department of Public Health and the Environment, due to its track record of quality performance. This empowers the City to manage permitting and stormwater protection features for ground disturbance permits in construction sites five acres or smaller. This status is enjoyed by only four municipalities in Colorado.

Energy Action Plan: The City developed its first Energy Action Plan in collaboration with Xcel's Partners In Energy program in 2022. The EAP outlines 11 strategies for energy efficiency, renewables, and electrification.

Illicit Discharge Detection and Elimination (IDDE) Program: Arvada staff monitor the City's waterways and stormwater system for illicit discharges of pathogens, nutrients, or toxic chemicals. This is a federally-mandated requirement of Arvada's Municipal Separate Storm Sewer System permit, and the City goes above and beyond the standard by maintaining GIS tracking tools and a 100% response rate within 24 hours. This ensures high quality water going through the system and keeps Arvada's waterways clean.

Leak Detection Program: Arvada staff seek out leaks in the water system using specialized field equipment that detect water loss. When leaks are detected, responsible parties are engaged to fix the leak. Arvada provides an annual report on water loss across the system, which is filed with the State.

Olde Town Recycling Pilot: In January 2025, Arvada launched a new pilot program that placed open containers for public recycling in the Olde Town District. Open public recycling cans are often a highly contaminated waste diversion stream, and this pilot has been no exception. So Arvada staff have dedicated significant staff time to exploring management strategies and program adjustments to decrease contamination and improve diversion. A full program will roll out with the completion of the Olde Town Redevelopment plan, informed by the outcomes of this pilot.

Pay-As-You-Throw (PAYT): The City's waste hauling program offers three tiers of landfill service based on the amount of waste the household creates. In Arvada's Pay-As-You-Throw program, residents select a 95, 65, or 35 gallon trash cart and pay less for smaller carts. This tiered pricing model financially incentivizes residents to reduce or divert their household waste and save money on their bill. All participants in the program receive the same 95 gallon recycling cart by default.

Single-Stream Recycling: Arvada provides universal single-stream recycling service for all households that participate in the City's waste hauling program. Chapter 90 of the City Code of Ordinances also requires third party haulers to provide recycling service to all single-family residences in Arvada and multi-family homes of 7 units or fewer. Arvada is currently contracted with Republic Services to provide this service, and a competitive RFP cycle is repeated every 5 years.

Specialty Waste Partnerships: The City partners with local companies to offer specialty waste services. While the City does not offer these services directly, Arvada workes with local companies like Rooney Road Recycling and SustainAbility to offer discounts to Arvada residents who need to recycle hazardous household items, e-waste, etc..

Specialty Waste Services: Arvada provides services for multiple residential waste streams, including: seasonal leaf recycling dropoff, bulky and hazardous waste dropoff, reduced price rolloffs for residents, and some limited composting. The variety of services helps community members to responsibly and efficiently dispose of household waste while diverting waste from landfills when possible.

Surpassing Drinking Water Standards: Arvada takes pride in its exceptional drinking water, a result of high-quality source water and impeccable operations. Staff monitor the water regularly from source to tap to ensure the highest quality water is consistently delivered to all customers.

Tiered Water Rates: Arvada bills water customers at different rates based on the amount of water they use. This tiered system incentivizes water conservation by providing the lowest rates for the lowest-volume users.

Waste Diversion Action Plan: In 2024, the City received a grant from the Colorado Department of Public Health and the Environment that enabled the City to conduct a waste diversion study. The City leveraged this grant to hire a contractor to develop the Waste Diversion Action Plan (WDAP) in 2025. The WDAP builds on the City's waste hauling program via a strategy roadmap for key program improvements intended to reduce waste and increase diversion in Arvada. The WDAP recommended actions such as: growing the waste hauling program, expanding PAYT programs in Arvada, offering a compost/organics program, and developing recycling options for commercial entities and multi-family residences.

Water Conservation Plan: Arvada develops a Water Conservation Plan every 7 years, in compliance with Colorado law. Arvada staff implements the plan to the fullest extent, making water conservation a guiding principle in all that we do to provide ample clean water to Arvada residents. Staff are currently working on the next iteration of the Water Conservation Plan. View the 2019 Water Conservation Plan here.

Appendix D

Community-Wide Emissions Inventory

Introduction

Lotus Engineering and Sustainability, LLC (Lotus) was contracted by the City of Arvada, Colorado to create a community-wide greenhouse gas (GHG) emissions inventory for the calendar year 2023. The purpose of the GHG emissions inventory was to create a clear picture of current GHG emission sources in the Arvada community and provide an updated inventory that will help the City track progress towards its climate action goals.

To support this work, Lotus completed the following tasks:

- Developed a 2023 community GHG inventory and incorporated GHG accounting best practices, including data collection and methodology that are consistent with accepted national and international standards. Lotus created a customized inventory management workbook to keep a record of data, emission factors, contacts, and assumptions.
- Created this accompanying Inventory Management Plan (IMP) for the inventory tool providing guidance so that staff can continue to track emissions. The IMP is contained herein and provides community information, inventory boundary and scope, GHG emission factors, emission quantification methods, data management methods, and an overview of the inventory tool.

Inventory Details

Protocol

The GHG inventory uses the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories (GPC protocol) methodology.[1] The GPC provides a transparent and consistent GHG accounting methodology for reporting community GHG emissions. There are two reporting levels for the community framework:

- **BASIC:** The BASIC level includes stationary energy, in-boundary transportation, and community-generated waste.
- **BASIC+:** The BASIC+ level includes BASIC emission sources, as well as a more comprehensive coverage of emissions sources such as transboundary transportation; electricity transmission and distribution losses; industrial processes and product use; and agriculture, forestry, and other land uses.

The Arvada 2023 community GHG inventory was developed in compliance with the GPC BASIC reporting level. Relevant emissions sources included in the BASIC+ level were reported in addition to BASIC emissions as supplement.

Boundary

Per the GPC, communities shall establish a geographic boundary that identifies the spatial dimensions or physical perimeter of the inventory's boundary. The boundary for the Arvada inventory reflects the physical City limits (Figure 1).

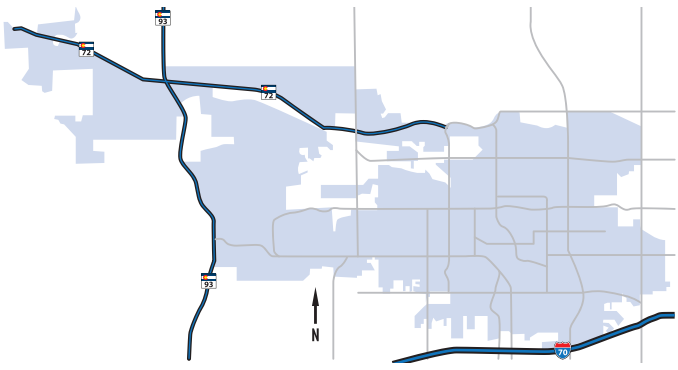


Figure 1.
Arvada City Limits.

1 For more information regarding GPC see: **https://ghgprotocol.org/sites/default/files/ghgp/standards/GHGP_GPC_0.pdf.**

Time Period

The 2023 inventory is based on the calendar year of 2023 (January 1, 2023 through December 31, 2023). If data specific to 2023 was not available, the most recent year was included and noted in the workbook and this IMP.

Emission Scopes

Per the GPC, BASIC emission scopes are defined as follows. The items in **bold** are included in the inventory as part of a BASIC inventory. The items listed in **bold** are applicable to Arvada, as part of a BASIC+ inventory. The other items are not applicable to Arvada because they were confidential (C), not occurring (NO) or the emissions were included elsewhere (IE)[2]. Emission activities that are occurring but produce negligible amounts of emissions and were consequently excluded from the inventory are marked as de minimis.

Scope 1: GHG emissions from sources located within the City boundary, including:

Stationary Energy
- **Building energy fuel combustion.**
- **Fugitive emissions (i.e., leakage from natural gas consumption).**
- Energy industries energy consumption. (NO)
- Non-specified sources energy consumption. (NO)
- Energy consumption from agriculture, forestry, and other land use (AFOLU). (NO)

Transportation
- **On-road transportation (including transit) fuel combustion.**
- **Railways fuel combustion. (NO)**
- Waterborne navigation. (NO)
- In-boundary aviation fuel combustion. (NO)
- Off-road vehicles fuel combustion. (NO)

Waste
- Municipal solid waste generated in the City and disposed of within the City. (NO)
- **Composted waste generated in the City and disposed of within the City.**
- Municipal wastewater generated inside the City and disposed of within the City. (NO)
- Municipal wastewater generated outside the City and disposed of within the City. (NO)
- Incinerated waste. (NO)
- **Emissions from closed landfills within City boundaries. (NO)**

IPPU
- Emissions from industrial processes occurring in the City boundary. (Included as information-only).
- **Emissions from product use occurring within the City boundary.**
- AFOLU
- AFOLU emissions. (NO, Assumed to be De Minimis)

Scope 2: GHG emissions occurring as a result of the use of grid-supplied electricity, heat, steam and/or cooling within the city boundary.

- **Building electricity consumption.**
- **On-road transportation (including transit) electricity combustion.**
- Other industry and transportation activities consuming electricity. (NO)

2 The GPC uses notation keys to note the reason why an emission source is not applicable to a community. The notation keys include: Not Occurring (NO), Included Elsewhere (IE), Confidential (C) and Not Estimated (NE).

Scope 3: GHG emissions that occur outside the city boundary as a result of activities taking place within the city boundary, including:

- **Municipal solid waste generated in the City and disposed of outside the City.**
- Composted waste generated in the City and disposed of outside the City. (NO)
- Trans-boundary aviation fuel consumption. (Included as information-only).
- **Transmission and Distribution Losses.**
- Consumption-based: Food Emissions. (NO)
- Incinerated waste. (NO)
- **Municipal wastewater generated inside the City and disposed of outside the City.**

Note on Information-Only Items

The GPC does not recognize emissions avoided through the purchase of renewable energy credits (RECs), local installation of renewable energy systems (including solar and wind), or recycling.[3] However, communities frequently want to understand the potential impact of these activities. For Arvada, these items are calculated as "information-only" and include avoided emissions from:

- Recycling.
- Enrollment in utility renewable energy programs.

Note that the GPC may be updated to allow cities to account for local renewable energy generation. Therefore, Arvada should look to see if this is updated in future GPC protocol updates.

Additional emission sources included as "information-only" in this inventory include transboundary aviation from Denver International Airport (DEN) and industrial activity at Plains End Generating Station.

Reported Greenhouse Gases

The following GHGs are included in the inventory:

- Carbon dioxide (CO_2).
- Methane (CH_4).
- Nitrous oxide (N_2O).

The following fluorinated GHGs are typically used in industrial processes.

- Hydrofluorocarbons (HFCs)
- Perfluorocarbons (PFCs).
- Sulfur hexafluoride (SF_6).
- Nitrogen trifluoride (NF_3).

3 See GPC section 4.3

Only refrigerant leakage was reported for Arvada, which includes reported HFCs. Other industrial processes were not identified for Arvada and therefore these GHGs were not included in the inventory.

Total emissions were reported as metric tons of carbon dioxide equivalent (mt CO_2e).

Global Warming Potentials

All GHGs have different global warming potentials (GWP). The GWP of a GHG defines its contribution to global warming (i.e., the ability of each gas to trap heat in the atmosphere), where a GWP of one is equal to the impacts of one unit of CO_2. The effect of a non-CO_2 GHG or the combination of different GHGs is expressed as CO_2e or carbon dioxide equivalent. This allows for easy comparison of the absolute effects of different gases.

GWPs have been sourced from the Intergovernmental Panel on Climate Change (IPCC) Sixth Assessment Report.[4] Table 1 shows the GHGs included in the inventory and their GWPs. Methane and N_2O are converted to CO_2e by multiplying their value by the 100-year GWP coefficient.

Common Name	Formula	GWP
Carbon Dioxide	CO_2	1
Methane	CH_4	29.8
Nitrous Oxide	N_2O	273

Table 1. Global Warming Potentials.

Lotus recommends that for each new inventory the most recent IPCC 100-year GWP values are used.

Stationary Energy Data

ELECTRICITY

Xcel Energy (Xcel) is the primary electricity provider for Arvada. Electricity consumption in 2023, as well as Xcel's 2023 CO_2 emission factor, were taken from Community Energy Reports provided on Xcel's website.[5] Other emission factors (i.e., CH_4 and N_2O) were taken from eGRID.[6]

4 For more information see:
https://www.ipcc.ch/report/ar6/wg1/downloads/report/IPCC_AR6_WGI_Chapter07_SM.pdf, page 16.

5 Xcel Community Energy Reports: **https://www.xcelenergy.com/community_energy_reports**

6 For more information see:
https://www.epa.gov/energy/emissions-generation-resource-integrated-database-egrid

Based on conversations with Xcel Energy, Lotus subtracts renewable energy generation from Xcel Energy programs where the customer retains the Renewable Energy Credits (RECs). When the customer retains the RECs, Xcel does not account for that renewable generation when calculating their CO_2 emission factor. Electricity generated from programs where customers retain the RECs therefore have zero emissions and should not be counted when calculating emissions using Xcel's emission factor. Electricity generation from the following programs were subtracted from both residential and commercial and industrial electricity use:

- Windsource (now called Renewable Connect Flex).
- Renewable*Connect.
- On-site Solar (non-solar*rewards).

Electricity consumed by electric vehicles was subtracted from residential and commercial totals for buildings. See section Electric Vehicles for more information. It was assumed that electric vehicle charging systems were metered with the building's consumption and were therefore removed from the building totals so that emissions can be calculated in the appropriate sector.

A portion of electricity that is transported through the grid is lost in the transmission process—this is known as transmission and distribution (T&D) loss. A T&D loss factor of 5.12% was utilized; this value was calculated from the US EIA 2022 State Electricity Profiles for Colorado. This loss factor was included on the stationary energy tab and multiplied by the amount of electricity consumed to determine the total kWh of electricity lost due to transmission and distribution.

GHG emissions from electricity = MWh * emission factor * GWP

GHG emissions from T&D losses = MWh * T&D loss factor * emission factor * GWP

The following assumptions were made for electricity:

- The following programs were subtracted from both residential and commercial and industrial electricity use: Windsource (now called Renewable Connect Flex), Renewable*Connect, and On-site Solar (non-solar*rewards).
- Electricity consumed by electric vehicles was subtracted from residential and commercial totals for buildings. It was assumed that electric vehicle charging systems were metered with the building's consumption.

Natural Gas

Xcel Energy also provides natural gas to the City of Arvada. Natural gas consumption data, as well as the CO_2 emission factor for 2023 were taken from Xcel Energy's 2023 Community Energy Report for Arvada. Additional emission factors were sourced from ICLEI's U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions – Appendix C.[7]

GHG emissions from natural gas = th * emission factor * GWP

No assumptions were made for natural gas.

Stationary Diesel

According to data provided by Dominique Stewart with CDPHE, there was no stationary diesel usage in Arvada in 2022, the most recent year with available data. In the case that there is usage in the future, the emission factor is sourced from ICLEI's U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions – Appendix C.

GHG emissions from stationary diesel = gallons of diesel * emission factor * GWP

No assumptions were made for stationary diesel.

7 For more information see: **https://icleiusa.org/publications/us-community-protocol/**

Propane

Arvada receives propane from FerrellGas. These data were provided by Matt Hanson, Senior Business Intelligence Analyst with FerrellGas. It is assumed that FerrellGas is not the sole propane provider in the community, however it was the only provider to provide data on use.

GHG emissions from propane = gallons * emission factor * GWP

No assumptions were made for propane.

Renewable Energy

Renewable energy program data were also taken from Xcel Energy's 2023 Community Energy Report for Arvada. These programs included Windsource, Renewable*Connect, on-site solar (solar*rewards), on-site solar (non-solar*rewards), and community solar. Note that electricity generation from Windsource, Renewable*Connect, and on-site solar (non-solar*rewards) are subtracted from total community electricity consumption as this generation is not included in Xcel's emission factor.

Avoided GHG emissions from renewable energy = -(MWh * emission factor * GWP)

No assumptions were made for renewable energy.

Fugitive Emissions Tab

Fugitive emissions account for leakage from natural gas distribution systems and are based on an assumed methane leakage rate of 0.3 percent. The leakage rate was based on a report from the Environmental Defense Fund.[8] No additional fugitive emission sources were identified for the City (e.g., oil and gas wells).

GHG emissions from fugitive natural gas = (th/(1 – leakage rate)) * 100,000/natural gas energy density[9] * 0.02832 cubic meters/cubic foot* density of natural gas * percent of CO_2 (or CH_4) * leakage rate

No assumptions were made for fugitive emissions.

On-Road Vehicles Tab

Gasoline, Diesel, and Ethanol Vehicles

A combination of data inputs is used to calculate emissions from on-road transportation including vehicle miles traveled (VMT), vehicle distribution, and fuel efficiency. Fuel emission factors were provided by the EPA.[10] Final emission calculations for fossil fuel-based vehicles exclude electric vehicles, see section Electric Vehicles for more information.

Two sources of VMT data were used for the 2022 inventory. First, total community VMT was taken from Google Environmental Insights Explorer[11] for all counties with available data. Second, Dale Wells at the Colorado Department of Health and Environment (CDPHE) provided daily VMT by vehicle type defined by Highway Performance Monitoring System (HPMS) Code ID:

- Motorcycle (HPMS ID - 10).
- Passenger Car (HPMS ID - 20).
- Light Truck (HPMS ID - 30).
- Bus (HPMS ID - 40).
- Single Unit Truck (HPMS ID - 50).
- Combination Unit Truck (HPMS ID - 60).

8 Utilized the default value of 0.3% (three tenths of one percent) from EDF User Guide for Natural Gas Leakage Rate Modeling Tool.
https://www.edf.org/sites/default/files/US-Natural-Gas-Leakage-Model-User-Guide.pdf

9 Natural gas density from the Natural Gas Leakage Rate Modeling Tool.
https://www.edf.org/sites/default/files/US-Natural-Gas-Leakage-Model-User-Guide.pdf

10 See EPA estimates as recommended by ICLEI:
https://www.epa.gov/sites/production/files/2018-03/documents/emission-factors_mar_2018_0.pdf.

11 See: **https://insights.sustainability.google/**

HPMS codes 20 and 30 were not broken out in this year's data, but instead reported as "HPMS 25." Lotus used Jefferson County's HPMS 20 and HPMS 30 breakdown from 2022 to estimate Arvada's breakdown for 2023.

Google EIE uses cell phone data and provides a more accurate estimate of VMT within city or county boundaries compared to the statewide model provided by CDPHE. However, Google EIE data does not provide VMT split by vehicle type. The CDPHE data is used to attribute the Google EIE total VMT to each vehicle type. The share of total VMT from each vehicle type in the CDPHE data is multiplied by the Google EIE VMT value to estimate VMT by vehicle type from the Google data.

Once community VMT was calculated, Lotus used vehicle registration data from Kevin Wallace of the Colorado Department of Revenue (CDOR) to determine a regional vehicle distribution by fuel type. This data included the number of vehicles by each fuel type by county.

Because Arvada sits in both Jefferson and Adams Counties, vehicle registration data for both counties is attributable to Arvada. To calculate the percent of Adams County and Jefferson County vehicles allocated to Arvada, Lotus used population data from the Colorado State Demography Office.[12]

Gallons of fuel consumed by fuel type was calculated using the following example formulas for gasoline cars:

Gasoline Car VMT = Annual VMT for passenger cars * % passenger cars that are gasoline * (1 - 10% ethanol)

Where "% passenger cars that are gasoline" was determined from the fuel type distribution provided by CDOR and "annual VMT for passenger cars" was calculated by the community VMT and the vehicle type distribution provided by CDPHE.

Gallons of gasoline consumed in cars = Gasoline car annual VMT / fuel efficiency per vehicle type

These calculations should be repeated for each vehicle type.

CO_2 emissions from gasoline, diesel, and ethanol are calculated using gallons of fuel consumed. CH_4 and N_2O emissions are calculated using annual VMT. Total emissions can be calculated with the following formulas:

CO_2 emissions from on-road transportation = gallons consumed * emission factor

CH_4 and N_2O emissions from on-road transportation = (Annual VMT * emission factor)/1,000,000 g/mt * GWP

These calculations should be repeated for each fuel type across all vehicle types.

The following assumptions were made about gasoline, diesel, and ethanol vehicles:

- Lotus assumed all gasoline contained 10 percent ethanol. Ethanol fuel content is based on data at the fuel pump, which states that typical gasoline contains 10 percent ethanol. It is assumed that regular diesel contains no biodiesel.
- HPMS codes 20 and 30 were not broken out in this year's data, but instead reported as "HPMS 25." Lotus used Jefferson County's HPMS 20-HPMS 30 breakdown from 2022 to estimate Arvada's breakdown for 2023.
- All motorcycles were assumed to be gasoline. All combination trucks were assumed to be diesel. All buses were assumed to be diesel. Lotus assumed a 50-50 split of gasoline to diesel for single unit trucks.
- EV and RTD VMT were subtracted from the total annual VMT.

12 Colorado State Demography Office: **https://demography.dola.colorado.gov/assets/html/muni.html.**

Electric Vehicles

The number of electric vehicles (EV) in Arvada was calculated from the CDOR vehicle distribution data and from the EValuateCO[13] dashboard, which tracks full electric and PHEV registrations by county and city over time. The CDOR data groups plug-in hybrids (PHEVs) and standard hybrids into the same category (Electric/Gas). The EValuateCO dashboard was used to calculate the number of PHEVs in each county. Next, those numbers were subtracted from the number of vehicles in the CDOR Electric/Gas category to estimate the number of standard hybrids in each county.

All electric vehicles were assumed to be passenger vehicles or light-duty vehicles. Electricity consumed by EVs was estimated by converting EV VMT to electricity using constants from the U.S. Department of Energy. The constant of 0.32 kWh/mile was used for battery electric passenger vehicles and the constant of 0.70 kWh/mile was used for all PHEVs.

To avoid double counting, EV VMT values were subtracted from other vehicle VMT totals. Electricity consumed by electric vehicles was subtracted from residential and commercial building electricity consumption totals. The inventory team assumed that electricity used for electric vehicle charging stations is included in existing building meters.

Transmission and distribution (T&D) losses from the electricity used to charge EVs were estimated and included as scope 3 emissions. See the Stationary Energy Data Tab section for the emissions calculation for T&D losses.

GHG emissions from electric vehicles = number of community vehicles that are EVs * community EV VMT * vehicle efficiency * electric emission factor/1,000 kWh/MWh

Repeat the calculation for each electric vehicle type.

The following assumptions were made about electric vehicles:

- All electric vehicles were assumed to be passenger or light-duty vehicles.
- Electricity used for electric vehicle charging stations is included in existing building meters.
- Based on a report by the Idaho National Laboratory titled Plugged In: How Americans Charge Their Electric Vehicles, it is assumed that 85 percent of charging occurs at charging stations in residential buildings and 15 percent of charging occurs at stations in commercial buildings.[14]
- Lotus estimates EV average annual VMT to be 11,000 based on data from Mike Salisbury with the City and County of Denver.

Transit Tab

Regional Transportation District (RTD) bus routes were the primary transit service considered in this inventory. Roger Fang, Service Development Support Analyst with RTD, provided timetables for all routes. Zachariah Van Gemert, Senior Operations Analyst with RTD, provided route distance, fuel, and VMT data for RTD buses. Caitlin Magee, Data Analyst with RTD, provided total light rail miles and kWh data. Don Wood with RTD provided data for commuter rail.

For RTD buses, the length of each route was multiplied by the total miles driven each day, then multiplied by 365 to get annual totals. To calculate the percentage of light rail and commuter rail emissions attributable to Arvada, Lotus used RTD's routes-by-city spreadsheet to calculate the total RTD rail miles and the total Arvada RTD rail miles. Arvada miles were then divided by total miles.

13 See: **https://atlaspolicy.com/evaluateco/**

14 For more information see:
https://avt.inl.gov/sites/default/files/pdf/arra/PluggedInSummaryReport.pdf

Fuel emission factors were provided by the EPA.[15] Emission values for CO_2 are calculated based on gallons of diesel consumed while emission values for CH_4 and N_2O are calculated using miles traveled.

CO_2 emissions from transit = gallons of fuel * emission factor

CH_4 or N_2O emissions from transit = miles traveled * emission factor / 1,000,000 g/mt * GWP

The following assumptions were made for transit:

- All RTD buses run on diesel per telephone conversation with Ignacio Correa, formerly of RTD.

Railways

The EPA calculates railway emissions for each county in the National Emissions Inventory. The most recent data is from 2020. Emissions are precalculated by the EPA and split by each greenhouse gas. Because the EPA reports emissions in US tons, Lotus calculated reported emissions into metric tons in the workbook.

To estimate the emissions attributable to Arvada, Lotus calculated the length of railways in Adams and Jefferson counties using QGIS. Next, Lotus calculated the length of railways in Arvada (Adams County) and Arvada (Jefferson County), also using QGIS. Ratios were calculated between county-level values and city-level values to scale down the county-level emissions data to Arvada.

Aviation

Transboundary aviation emissions from DEN were calculated and attributed to Arvada. These data are reported as information-only in the 2023 inventory. Data on fuel usage at DEN came from Katie Zarachowicz; the most recent data are from 2022. The percentage of DEN fuel use attributable to Arvada is based on the quantity of origin/destination passengers that fly through DEN that are attributable to the Denver-Boulder Metropolitan Area. According to DEN, 59% of passengers in 2022 were origin/destination passengers, therefore 59% of DEN fuel use was assumed to be attributable to Colorado communities. This fuel use was scaled down to Arvada using Arvada's population compared to the ten county Denver-Boulder Metropolitan Area.

GHG emissions from aviation = (Aviation gasoline usage * emission factor) + (jet fuel gasoline usage * emission factor)

No assumptions were made for the aviation tab.

Waste and Recycling Data Tab

Waste Management (commercial) and Republic Services (residential) are Arvada's primary waste haulers. Curtis Gardner with Waste Management provided residential waste, industrial waste, commercial waste, construction and demolition (C&D) waste, and recycling data for Arvada in 2023. Republic Services was unresponsive to data requests, so Deborah Baumgartner, Utility Services Supervisor with the City of Arvada, provided the data (residential waste and recycling). The City also has a leaf recycling program. Deborah Baumgartner provided the total number of roll-offs filled from this program, but tonnage data were not available. Lotus used the weight of one cubic yard of dry leaves and the average volume of a roll-off used for landscaping projects to estimate the tonnage of leaves composted. Additional compost and e-waste recycling data were provided by SustainAbility.

15 See EPA estimates as recommended by ICLEI: **https://www.epa.gov/sites/production/files/2018-03/documents/emission-factors_mar_2018_0.pdf**

The waste and recycling characterizations used for this inventory came from the EPA's Advancing Sustainable Materials Management 2018 Fact Sheet.[16] The C&D waste characterization came from Denver Solid Waste Management's Draft 2019 C&D Waste Audit Results. Values shown in the waste characterizations generally aligned with emission factor categories. Every attempt was made to combine similar waste and recycling types for values that did not directly align with waste and recycling emission factor categories. These characterizations allow emissions to be calculated for the different types of waste and recycling produced.

According to data from the EPA's Landfill Methane Outreach Program (LMOP)[17], Tower Landfill has a collection system in place. Therefore, landfill gas collection efficiency was noted as 75%. Tower Landfill is outside of Arvada city limits, so all waste emissions are considered to be scope 3. Compost data from SustainAbility is considered to be scope 1 because the drop-off site is within city limits.

GHG emissions from landfilled waste = (sum (tons of waste * percent of waste type * emission factor)) * (1 – oxidation factor) * (1 – landfill gas collection efficiency) * GWP

Repeat the above formula for each waste type included in the waste characterization.

No assumptions were made for waste and recycling.

Wastewater Data Tab

All of Arvada's wastewater gets treated at Metro Wastewater Reclamation District (Metro) in Denver. Jennifer Schwarz with Metro provided data for the entire district; the most recent data available are from 2020. Emissions data were allocated to Arvada based on the total population served by the plant that lives in Arvada. Metro is outside of Arvada city limits, so all emissions are considered to be scope 3.

No assumptions were made for wastewater.

Industrial Processes and Product Use (IPPU) Tab

Refrigerant leakage emissions from commercial and residential air conditioning systems were estimated for Arvada using commercial and residential square footage data, respectively. GWPs for R-134A and R-410A were sourced from the IPCC Sixth Assessment Report[18] and the California Air Resources Board[19].

GHG emissions from refrigerant leakage = total refrigerant loss (kg of commercial R-134A or residential R-410A) * 1 metric ton / 1000 kg * GWP

Use this equation twice, once for commercial systems and once for residential systems.

Emissions from industrial activity as reported in the EPA's Facility-Level Information on Greenhouse Gases Tool (FLIGHT) were reported as information-only for Arvada's 2023 inventory. The only facility in Arvada identified by FLIGHT was the Plains End Generating Station, which is an Xcel Energy generating station. Emissions from the generating station are already represented in Xcel's emission factor, so emissions were reported as information-only in order to avoid potential double-counting.

16 See: **https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/advancing-sustainable-materials-management**

17 For more information see: **https://www.epa.gov/lmop/project-and-landfill-data-state**

18 See: **https://www.ipcc.ch/report/ar6/wg1/downloads/report/IPCC_AR6_WGI_Chapter07_SM.pdf**

19 See: **https://ww2.arb.ca.gov/resources/documents/high-gwp-refrigerants.**

The following assumptions were made for IPPU:

- 25% of commercial space is air conditioned using R-134A.
- 82% of residential space is air conditioned using R-410A.
- Cooling capacity is 300 square feet per ton for commercial systems and 525 square feet per ton for residential systems.
- One kg of refrigerant is used per ton of cooling in commercial systems and 1.4 kg of refrigerant is used per ton of cooling in residential systems.
- Annual refrigerant loss is assumed to be 5% in commercial systems and 3% in residential systems.

Process Improvement Plan

Every inventory sheds light on possible improvements for the next iteration. Arvada 's team did an excellent job providing data, helping track down difficult datasets, and brainstorming data assumptions. Future inventories could benefit from the following process improvements:

- The following emissions sources needed to be scaled down to the City level: GDP, number of institutions, and wastewater emissions data. Calculating the exact Arvada population served by Metro would improve calculation accuracy, as well as more recent data on Metro's processes.
- Lotus estimated the length of commercial rail miles in Arvada. Calculating the exact mileages would make the emissions calculations more accurate.
- Waste and recycling characterizations for this inventory were taken from the EPA. Creating waste and recycling characterizations specific to Arvada would improve calculation accuracy.
- Refrigerant leakage emissions were estimated using square footage. Tracking refrigerant leaks, specifically the quantity of refrigerants lost, would improve these estimates.

Conclusion

Arvada's 2023 GHG emissions inventory provides valuable conclusions that will inform goals and strategies in the Climate Action and Sustainability Plan. The data in the inventory are robust, defensible, and can be tracked over time to see how emissions change. Using this IMP, City staff will be able to create additional GHG inventories in the years to come; inventories should be updated at regular intervals to capture changes over time.

Emission Factors

See the following tables for an overview of the emission factors that were used for calculations throughout the inventory. The Notes column provides details as to which emission factors need updated regularly.

Stationary Energy Emission Factors

Electricity

Verify with each inventory. Likely that the CO_2 emission factor will change annually.

GHG	Value	Unit	Source
CO_2	0.426	mt CO_2/MWh	Xcel Energy's Community Energy Reports (CERs): **https://www.xcelenergy.com/community_energy_report**
CH_4	0.00005	mt CH_4/MWh	EPA's eGRID: eGRID 2022 summary tables, table 1, sub region RMPA. **https://www.epa.gov/system/files/documents/2024-01/egrid2022_summary_tables.pdf**
N_2O	0.00001	mt N_2O/MWh	

Natural Gas

Verify with each inventory.

GHG	Value	Unit	Source
CO_2	0.0052	mt CO_2/therm	Xcel Energy's Community Energy Reports (CERs): **https://www.xcelenergy.com/community_energy_report**
CH_4	0.0000005	mt CH_4/therm	**2013 ICLEI US Community Protocol, Appendix C**
N_2O	0.00000001	mt N_2O/therm	**2013 ICLEI US Community Protocol, Appendix C**

Stationary Diesel

Verify with each inventory.

GHG	Value	Unit	Source
CO_2	0.0052	mt CO_2/gallon	ICLEI's U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (Community Protocol) – Appendix C: Built Environment Emission Activities and Sources, Version 1.2, July 2019: **http://icleiusa.org/ghg-protocols/**
CH_4	0.0000005	mt CH_4/gallon	
N_2O	0.0000001	mt N_2O/gallon	

Propane

Verify with each inventory.

GHG	Value	Unit	Source
CO_2	0.0052	mt CO_2/gallon	ICLEI's U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (Community Protocol) – Appendix C: Built Environment Emission Activities and Sources, Version 1.2, July 2019: **http://icleiusa.org/ghg-protocols/.** Assumes distillate fuel oil number 2 and that diesel is primarily used in generators by the industrial sector.
CH_4	0.0000005	mt CH_4/gallon	
N_2O	0.0000001	mt N_2O/gallon	

Transportation Emission Factors

Gasoline

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CO_2	0.00878	mt CO_2/gallon	EPA estimates as recommended by ICLEI **(https://www.epa.gov/sites/production/files/2018-03/documents/emission-factors_mar_2018_0.pdf).** Based on vehicles that are 2008 to present or 2009 to present. Past years utilized ICLEI Appendix D numbers.
CH_4	Varies by vehicle	g CH_4/mile	
N_2O	Varies by vehicle	g N_2O/mile	

Diesel

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CO_2	0.01021	mt CO_2/gallon	EPA estimates as recommended by ICLEI **(https://www.epa.gov/sites/production/files/2018-03/documents/emission-factors_mar_2018_0.pdf).** Based on vehicles that are 2008 to present or 2009 to present. Past years utilized ICLEI Appendix D numbers.
CH_4	Varies by vehicle	g CH_4/mile	
N_2O	Varies by vehicle	g N_2O/mile	

Ethanol

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CO_2	0.006	mt biogenic CO_2/gallon	EPA estimates as recommended by ICLEI **(https://www.epa.gov/sites/production/files/2018-03/documents/emission-factors_mar_2018_0.pdf).** Based on vehicles that are 2008 to present or 2009 to present. Past years utilized ICLEI Appendix D numbers.
CH_4	Varies by vehicle	g CH_4/mile	
N_2O	Varies by vehicle	g N_2O/mile	

Transit Emission Factors

Diesel

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CO_2	0.006	mt CO_2/gallon	EPA estimates as recommended by ICLEI **(https://www.epa.gov/sites/production/files/2018-03/documents/emission-factors_mar_2018_0.pdf).**
CH_4	Varies by vehicle	g CH_4/mile	
N_2O	Varies by vehicle	g N_2O/mile	

Aviation Emission Factors

Jet Fuel

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CO_2	9.75	kg CO_2/gallon	Per guidance from ICLEI on emissions factors used in the ClearPath tool.
CH_4	0.41	g CH_4/gallon	Per guidance from ICLEI on emissions factors used in the ClearPath tool.
N_2O	0.08	g N_2O/gallon	Per guidance from ICLEI on emissions factors used in the ClearPath tool.

Aviation Gasoline

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CO_2	8.31	kg CO_2/gallon	Per guidance from ICLEI on emissions factors used in the ClearPath tool.
CH_4	0.36	g CH_4/gallon	Per guidance from ICLEI on emissions factors used in the ClearPath tool.
N_2O	0.07	g N_2O/gallon	Per guidance from ICLEI on emissions factors used in the ClearPath tool.

Waste Emission Factors

Municipal Solid Waste

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CH_4	Varies by waste type	mt CH_4/ ton waste	**2013 ICLEI US Community Protocol, Appendix E**

Recycled Waste

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CH_4	Varies by waste type	mt CH_4/ ton waste	Documentation for Greenhouse Gas Emissions and Energy Factors Used in the Waste Reduction Model (WARM): **https://www.epa.gov/system/files/documents/2024-01/warm_management_practices_v16_dec.pdf**
N_2O	Varies by waste type	mt N_2O/ wet short ton waste	

Composted Waste

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CH_4	0.0003	mt CH_4/ ton waste	Documentation for Greenhouse Gas Emissions and Energy Factors Used in the Waste Reduction Model (WARM): **https://www.epa.gov/system/files/documents/2024-01/warm_management_practices_v16_dec.pdf** Assumes green waste. Values are adjusted to CH_4 and N_2O emission factors.
N_2O	0.00037	mt N_2O/ ton waste	
CH_4	0.00018	mt CH_4/ ton waste	Documentation for Greenhouse Gas Emissions and Energy Factors Used in the Waste Reduction Model (WARM): **https://www.epa.gov/sites/production/files/2016-03/documents/warm_v14_management_practices.pdf**. Assumes biowaste. Values are adjusted to CH_4 and N_2O emission factors.
N_2O	0.00013	mt N_2O/ ton waste	

Wastewater

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CH_4	Varies by treatment	Varies	**2013 ICLEI US Community Protocol, Appendix F**
N_2O	Varies by treatment	Varies	**2013 ICLEI US Community Protocol, Appendix F**

Refrigerant Leakage

Commercial

Should remain constant but verify with each inventory.

GHG	Value	Source
Square feet per ton of cooling (sf/ton)	300	Source (IPCC): **https://www.ipcc.ch/publications_and_data/ar4/wg1/en/ch2s2-10-2.html**
Amount of refrigerant (kg) per ton of cooling	1	
Estimated refrigerant loss	5%	
Estimated % of square footage air conditioned	25%	Lotus standard estimate

Residential

Should remain constant but verify with each inventory.

GHG	Value	Source
Square feet per ton of cooling (sf/ton)	525	**https://www.pickhvac.com/central-air-conditioner/size/ton-to-square-feet/#:~:text=Each%20ton%20of%20AC%20is,cool%20about%20450%20square%20feet.**
Amount of refrigerant (kg) per ton of cooling	1.4	**https://refrigeranthq.com/f-a-q/how-much-freonrefrigerant-does-an-ac-unit-hold/**
Estimated refrigerant loss	3%	**https://archive.ipcc.ch/pdf/special-reports/sroc/sroc05.pdf**
Estimated % of square footage air conditioned	82%	EIA Highlights for air conditioning in U.S. homes by state, 2020: **https://www.eia.gov/consumption/residential/data/2020/state/pdf/State%20Air%20Conditioning.pdf**

Appendix E

Local Government Operations Inventory

Introduction

The City of Arvada (the City/Arvada) hired Lotus Engineering and Sustainability, LLC (Lotus) to create a 2023 greenhouse gas (GHG) emissions inventory for municipal operations. The GHG emissions inventory provides a clear picture of current emission sources resulting from Arvada's municipal operations and will help Arvada continue to track emissions reductions from the City's climate action work.

For ease of recordkeeping, Arvada chose to have Lotus create a customized workbook management spreadsheet, which is used to store data, emission factors, contacts, and assumptions. In addition, the spreadsheet calculates GHG emissions using guidance from ICLEI-Local Governments for Sustainability's Local Government Operations Protocol (LGOP)[1].

To support this work, Lotus completed the following tasks:

- Created a 2023 municipal operations GHG inventory and incorporated GHG accounting best practices, including data collection and methodology that are consistent with accepted national and international standards.
- Created an accompanying Inventory Management Plan for the inventory tool so that staff can continue to track and report emissions. The Inventory Management Plan is contained herein and provides organization-wide information, inventory boundary and scope, GHG emission factors, emission quantification methods, data management methods, and an overview of the inventory tool.

Inventory Details

The GHG emissions inventory follows guidance from ICLEI's LGOP. The LGOP and standard best practices dictate the methods for defining the inventory including the inventory boundary, time period, emission scopes, and GHGs.

Boundary and Control

Per the LGOP, municipalities shall establish an inventory organizational boundary that encompasses either operational or financial control of owned assets. Arvada chose an operational control boundary, which means that all activities over which the City can make operational decisions are included in this inventory. All buildings occupied by the City are owned by the City. Data were provided to Lotus by Arvada that included the total square footage of all municipal buildings in Arvada. Refer to Table 1.

Operational Control	Value
Total square footage owned by City	442,700

Table 1. Building and facility square feet under Arvada's operational control.

Time Period

The 2023 inventory is based on the calendar year of 2023 (January 1st, 2023, through December 31st, 2023).

1 For more information on the Local Government Operations Protocol and other protocols used by ICLEI, please see **http://icleiusa.org/ghg-protocols/.**

Emission Scopes

Per the LGOP, emission scopes are defined as follows. All listed items are applicable to Arvada.

Scope 1: Direct GHG emissions from sources within the local government's organizational boundary, including:

- Stationary fuel combustion (including natural gas and stationary diesel).
- Mobile fuel combustion (including fleet and equipment).
- Refrigerant use in buildings and fleet.

Scope 2: GHG emissions occurring as a consequence of the use of grid-supplied electricity, heat, steam and/or cooling within City-owned buildings and infrastructure (e.g., streetlights).

Scope 3: GHG emissions that occur as a result of local government operations, but for which the local government has no direct financial or operational control, including:

- Solid waste generation.
- Consumption based emissions from asphalt, concrete, paper purchases, computer/hardware purchases, and fertilizer use.

The LGOP encourages communities to avoid some of their emissions through the purchase of Renewable Energy Credits (RECs), local installation of renewable energy systems (including solar and wind), or recycling. While any of the above activities should be reported as supplemental information in the emissions inventory, municipalities cannot deduct these activities from their total emissions. As Arvada was interested in understanding the potential impact of these activities, the following items are calculated as "information-only" items in the inventory:

Recycling.

Renewable energy.

Reported Greenhouse Gases

The following GHGs are included in the inventory:

- Carbon dioxide (CO_2).
- Methane (CH_4).
- Nitrous oxide (N_2O).

Total emissions were reported as metric tons of carbon dioxide equivalent (mt CO_2e).

Global Warming Potentials

For ease of reporting and comparing the absolute effects of different gases, all GHGs have different, defined global warming potentials (GWP). The GWP of a GHG defines its contribution to global warming (i.e., the ability of each gas to trap heat in the atmosphere), where a GWP of one is equal to the impacts of one unit of CO_2. The effect of a non-CO_2 GHG or the combination of different GHGs is expressed as CO_2e.

GWPs have been sourced from the Intergovernmental Panel on Climate Change (IPCC) Sixth Assessment Report[2]. Table 2 shows the GHGs included in the inventory and their GWPs. Methane and N_2O are converted to CO_2e by multiplying their value by the 100-year GWP coefficient.

2 For more information see:
https://www.ipcc.ch/report/ar6/wg1/downloads/report/IPCC_AR6_WGI_Chapter_07.pdf

Common Name	Formula	GWP
Carbon Dioxide	CO_2	1
Methane	CH_4	29.8
Nitrous Oxide	N_2O	273

Table 2. Global Warming Potentials.

Lotus recommends that for each new inventory, Arvada select the most recent IPCC 100-year GWP values available.

Source Data

Municipal Indicators

For the 2023 inventory, facility square footage data were provided by Patty Carrico and employee data were provided by Gabriella Bommer. This tab will need to be updated with the City's information with each new inventory.

Stationary Energy

Electricity, Natural Gas, and Stationary Diesel

Xcel Energy provides electricity and natural gas for Arvada's municipal facilities. Not all energy usage data is tracked internally, so Lotus sent a request form to Xcel Energy and attached all municipal meter/account/premise numbers. Arvada was able to provide some data that is tracked through the City's EnergyStar Portfolio Manager platform. Xcel Energy was able to provide the energy use data for most premise numbers NOT tracked in EnergyStar Portfolio Manager. Stationary diesel usage data for the Ralston Water Treatment Plant, Arvada Water Treatment Plant, Zone 5 Pump Station, and Sullivan Pump Station were provided by Brad Wyant.

There are several assumptions that were made to fill in gaps in data provided by Xcel Energy. Please see the Stationary Energy Assumptions section below for more detail.

Emission calculations are a product of energy consumed from each utility multiplied by the emission factors. Emission factors were sourced from Xcel Energy's 2023 Community Energy Report for Arvada, U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions – Appendix C[3], and eGRID[4].

GHG emissions from electricity = kWh * emission factor * GWP

GHG emissions from natural gas = th * emission factor * GWP

GHG emissions from stationary diesel = gallons * emission factor * GWP

3 For more information see: **https://icleiusa.org/publications/us-community-protocol/**

4 For more information see: **https://www.epa.gov/energy/emissions-generation-resource-integrated-database-egrid**

Vehicle Fleet

Vehicle fleet emissions include sources from municipally owned on-road vehicles (i.e., gasoline and diesel fleet), electric on-road vehicles, and equipment and off-road vehicles (i.e., golf carts, construction equipment, etc.).

Emissions calculations are a product of gallons of fuel consumed per transportation source multiplied by the appropriate emissions factor.

Gasoline, Diesel, and Ethanol Vehicles and Equipment

Municipal fleet and equipment data were provided by Ike Miller and WTP stationary diesel usage data were provided by Brad Wyant. Equipment data were separated from vehicle data, the vehicle data were divided into categories based on the EPA's Gross Vehicle Weight Rating (GVWR). This rating system categorizes vehicles based on weight; different weights have different emission factors. The gasoline category was divided into seven sub-categories: motorcycles, passenger vehicles, light duty trucks, heavy duty trucks, buses, equipment, and fuel tank/other. The diesel category was divided into four sub-categories: light duty trucks, heavy duty trucks, equipment, and fuel tank/other. Stationary diesel usage from the WTP was entered as its own category.

Lotus assumed that standard gasoline contains 10% ethanol, and that standard diesel contains 0% biodiesel. This assumption was used to estimate on-road vehicle emissions from gasoline, diesel, and ethanol.

To estimate vehicle miles traveled (VMT), fuel efficiencies for the relevant vehicle types were applied to total gallons of fuel (either gasoline or diesel) for the designated vehicle types. VMT data were used to calculate emissions for gasoline and diesel vehicles. For equipment, gallons of gasoline or diesel were used to calculate emissions. CO_2 emissions factors are used to calculate emissions from gallons of fuel consumed, while CH_4 and N_2O emissions factors are used to calculate emissions from VMT. Fuel emission factors were provided by The Climate Registry and ICLEI's US Community Protocol and applied to the total gallons consumed and VMT estimates. Electric vehicle efficiency came from the US Department of Energy's Alternative Fuels Data Center.

GHG emissions from fleet vehicles = (gallons of fuel consumed * emission factor) + (VMT * emission factor) * GWP

GHG emissions from fleet equipment = gallons of fuel consumed * emission factor *GWP

Waste and Recycling

Arvada does not have data on municipal waste and recycling, so Lotus used an estimate from the National Solid Waste Association, which estimates that office buildings generate one pounds of waste per 100 square feet per day. Additional assumptions included: employees work five days a week for 50 weeks out of the year, 10 standard holidays are deducted (240 total workdays), and 80% of employees regularly work in-office.

The waste characterization used for office waste came from the EPA's Advancing Sustainable Materials Management 2018 Fact Sheet; this is the most recent version. Values shown in the report generally aligned with waste emission factor categories. Every attempt was made to combine similar waste types for values that did not directly align with waste emission factor categories. Waste characterization allows emissions to be calculated for the different types of waste produced.

According to the EPA LMOP database, Tower Landfill has a gas collection system in place and is located outside of Arvada city limits. Therefore, landfill gas collection efficiency was noted as 75% and emissions were considered to be scope 3.

Recycling data is reported as an information-only source. To estimate the tonnage of recycled materials, Lotus used the statewide 2022 recycling diversion rate from the Colorado Department of Public Health & Environment (CDPHE). The recycling characterization was also taken from the EPA's Advancing Sustainable Materials

Management 2018 Fact Sheet. Avoided emissions from recycling were then calculated based on the tons of recycling generated, recycling characterization, and emission factors from the EPA.

GHG emissions from landfilled waste = (sum (tons of waste * percent of waste type * emission factor)) * (1 – oxidation factor) * (1 – landfill gas collection efficiency rate)

Refrigerants

Kim Vagher with the City of Arvada provided a list of facilities that have HVAC systems. The square footage of these buildings was summed and it was assumed that these facilities had 100% of the square footage covered by HVAC systems. Square footage data was provided by Patty Carrico. Lotus assumed that the square footage is air-conditioned using the refrigerant R-410a. Vehicle fleet refrigerant usage data were provided by Ike Miller. Arvada's fleet vehicles use the refrigerant R-1234yf. Emissions for refrigerants are calculated by converting the weight of each refrigerant type to metric tons and multiplying the weight by the global warming potential.

GHG emissions from refrigerants = weight of refrigerant used in metric tons * GWP

Consumption-Based Sources

Consumption-based emissions include emissions produced throughout the life cycle of a product purchased by an entity. Emissions from concrete and asphalt, paper, computer and hardware, fertilizer, and well-to-wheel were included in this inventory. These sources were selected for this inventory as data were readily available for each source and these sources account for the main consumption activities within a municipality. Additional consumption-based sources can be included in future inventories if data are collected.

Asphalt and Concrete

Concrete and asphalt data were provided by Fabian Ruiz (2023 Pavement Resurfacing Program), Keith Bohan (Streets Division 2023 projects), R. Britton Thomas (Ralston Road Project), David Bernard (72nd Ave Project), and Christine Valentino-Biddle (2023 ADA Curb Ramps and Concrete Replacement Program). Concrete emissions were calculated from the 15% of cement in concrete. Emission factors for asphalt and cement were taken from ICLEI's Community Protocol.

Note that GHG emissions from asphalt and concrete are calculated in terms of CO_2e and emissions from individual greenhouse gases are not calculated.

GHG emissions from asphalt = tons of asphalt * 2000 lbs./ton * emission factor / 1000 kg/metric ton

GHG emissions from concrete = tons of concrete * % of concrete that is cement * emission factor

Paper

Paper purchase data were provided by Bun Heng. Emissions for paper purchasing are calculated using Environmental Paper Network's Paper Calculator. Lotus used an estimate of $13 per ream of paper (based on the costs of reams currently sold at Staples) to estimate the number of reams. One ream is 5 pounds. This gave 5,579 pounds of paper purchased, which was entered into the Paper Calculator to calculate emissions in pounds of mt CO_2e. Arvada purchases paper with 15% recycled content.

GHG emissions from paper = pounds of CO_2e / 2,204.62 pounds/metric ton

Computer and Hardware

Computers and hardware purchases data were provided by Craig Poley; these data included laptops and desktops purchased by the city in 2023. The total pounds of computers and hardware purchased was calculated using the quantity of items in each category and the average weight of items in each category. Emissions were calculated based on an emission factor for CO_2e sourced from the EPA Waste Reduction Model (WARM) model[5], no emissions from individual GHGs were estimated.

GHG emissions from computers and hardware = short tons of computers and hardware purchased * emission factor

Fertilizer

Fertilizer data were provided by Steve Gustafson. Emissions from fertilizer use are calculated using the percent nitrogen content of the fertilizer and the weight of fertilizer applied. Emissions factors from the IPCC Guidelines for National Greenhouse Gas Inventories were used.

GHG emissions from fertilizer use = tons of fertilizer applied * % nitrogen content * emissions factors * GWP

Well-to-Wheel

Well-to-wheel emissions for diesel and gas vehicles were calculated using fleet data provided by Arvada, as well as a well-to-wheel emissions factor drawn from Lotus' experience with previously completed municipal inventories.

GHG emissions from well-to-wheel = gallons of fuel consumed * emission factor / 1000 kg/metric ton

Repeat this calculation for gasoline and diesel fuel use.

Inventory Assumptions

City staff collected data from a variety of sources to complete the 2023 emissions inventory. Whenever possible, actual source data on emissions-generating activity were used to calculate emissions. In some cases, it was necessary to make assumptions about the data received. The assumptions made for each sector are listed below; these are also included in the notes section on each sector's data tabs.

Municipal Indicators Assumptions

No assumptions were made for municipal indicators.

Stationary Energy Data Assumptions

- According to Brad Wyant, the Sullivan Pump Station also supplies stationary diesel to City equipment. The equipment fuel meter originally showed 408 gallons used out of 489 (leaving 81 for non-equipment). However, the equipment fuel totalizer may not have started the year at zero, so Brad recommended doubling the number of non-equipment gallons (162 gallons) in order to more accurately estimate the gallons used by Sullivan PS.
- Arvada tracks electric, gas, and solar production data for some of its facilities in EnergyStar Portfolio Manager. This data was provided by Kim Vagher with the City of Arvada. Spreadsheet on file. Solar production data was taken from this dataset and entered into this workbook.
- There are many other buildings, pump stations, streetlight, and other accounts that are not tracked in EnergyStar Portfolio Manager. This data was collected from Xcel Energy through a data request form. Electricity and Natural Gas data received from Xcel was entered into this workbook. PDFs and spreadsheets on file.

5 For more information see: **https://www.epa.gov/warm**

- There were several gaps in the electric data and one gap in the natural gas data provided by Xcel Energy. For gaps that were buildings, the EnergyStar Portfolio Manager data was used to estimate electric and natural gas EUIs. Enessa James with the City of Arvada provided the square footage of the missing buildings and energy use was estimated using the square footage data and the EUIs from Energy Star. For pumps, irrigation, traffic signal, and streetlight accounts, average usage for those types of accounts were estimated using data that Xcel provided. Accounts with missing data were filled in accordingly using estimated averages.

Vehicle Fleet Data Assumptions

- Assume 10% ethanol in standard gasoline and 0% biodiesel in standard diesel.
- Passenger vehicles under 8500 lbs. are classified as "passenger vehicles."
- Pickup trucks/vans under 8500 lbs. are classified as "light duty trucks."
- Pickup trucks/vans over 8500 lbs. are classified as "heavy duty trucks."
- Construction equipment (Bobcats, backhoes, etc.), agricultural/landscaping equipment (lawn mowers, tractors, etc.), and other large vehicles such as vacuum trucks are classified as "equipment."
- Trailers were included in the municipal fleet/equipment data; only one of the trailers was a portable fuel pump that used fuel. The other trailers were simply for hauling, but they had fuel usage data recorded, too. These data were included in a separate category called "Fuel Tank/Other."

Waste and Recycling Data Assumptions

- The calculated waste emissions value assumes an office with full-time employees working 5 days a week for 50 weeks a year with 10 standard holidays deducted (i.e., 240 days). It was assumed that 80% of these employees regularly worked in-office (80% of 240 days).
- The tonnage of recycled materials was estimated using a statewide 2022 recycling diversion rate from the CDPHE.
- According to data from the EPA's Landfill Methane Outreach Program (LMOP), Tower Road Landfill has a gas collection system. Collection efficiency rate is assumed to be 75% based on EPA estimates.

Refrigerant Leakage Assumptions

- Kim Vagher noted which municipal facilities are air conditioned. The square footage of municipally-owned buildings was provided by Patty Carrico, email on file. Square footage was not available for the following facilities with HVAC systems: Streets, Visitor Center, McIlvoy House, Allen House, Community Food Table, and Leyden Rock Pump Station. Without square footage for these buildings, it is assumed that refrigerant leakage emissions are an underestimate.
- Lotus assumes that commercial space is air conditioned using R-410a based on the IPCC Protocol.
- Additional assumptions include: a) 300 sq. ft. per ton of cooling capacity based on the commercial average from the ASHRAE Pocket Guide for Air Conditioning, Heating, Ventilation, and Refrigeration; b) 1 kg refrigerant per ton based on a conservative estimate from the Treatment of LEED of the Environmental Impact of HVAC Refrigerants; and c) 5% refrigerant loss per year from the Climate Leaders Greenhouse Gas Inventory Protocol Core Module Guidance from the EPA.

Consumption-Based Data Assumptions

- One ream of paper costs $13 and one ream is five pounds.
- The percent nitrogen content of the fertilizer was calculated by dividing the total weight of nitrogen applied (lbs) by the total weight of fertilizer applied (lbs).

Process Improvement Plan

Every inventory sheds light on possible improvements for the next iteration. Arvada's team did an excellent job providing data, helping track down difficult datasets, and brainstorming data assumptions. Future inventories could benefit from the following process improvements:

In order to streamline data analysis for municipal buildings energy data, consider tracking usage internally.

Emissions data for business travel and employee commuting were not calculated for this inventory. Emissions from these sources are included in scope 3; Lotus recommends tracking these sources in the future to fully capture municipal emissions.

- Encouraging employees to participate in an Employee Commuting survey would lead to more accurate commuting data.
- Lotus recommends keeping track of all business travel flights, specifically the origin and destination, and/or the flight miles. Tracking the exact number of hotel night stays would also improve business travel data accuracy.

In order to more accurately estimate waste emissions, tracking tonnages of landfilled waste and recycling is important.

Emission Factors

The Emission Factors used for the 2023 GHG inventory are shown in the following tables.

Stationary Energy Emission Factors

Electricity

Needs to be updated with each subsequent inventory.

GHG	Value	Unit	Source
CO_2	0.426	mt CO_2/MWh	Xcel Energy's 2023 Community Energy Report for Arvada. On file.
CH_4	0.00005	mt CH_4/MWh	EPA's eGRID: eGRID 2022 summary tables, table 1, sub region RMPA. **https://www.epa.gov/system/files/documents/2024-01/egrid2022_summary_tables.pdf**
N_2O	0.00001	mt N_2O/MWh	EPA's eGRID: eGRID 2022 summary tables, table 1, sub region RMPA. **https://www.epa.gov/system/files/documents/2024-01/egrid2022_summary_tables.pdf**

Natural Gas

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CO_2	0.005302	mt CO_2/therm	2013 ICLEI US Community Protocol, Appendix C: **http://icleiusa.org/publications/us-community-protocol/**
CH_4	0.0000005	mt CH_4/therm	
N_2O	0.00000001	mt N_2O/therm	

Propane

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CO_2	0.01	m CO_2/gallon	2013 ICLEI US Community Protocol, Appendix C: **http://icleiusa.org/publications/us-community-protocol/**
CH_4	0.000001	mt CH_4/gallon	
N_2O	0.0000001	mt N_2O/gallon	

Stationary Diesel

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CO_2	0.010243	m CO_2/gallon	2013 ICLEI Community Protocol, Appendix C: **http://icleiusa.org/ghg-protocols/.** Assumes distillate fuel oil number 2.
CH_4	0.0000004	mt CH_4/gallon	
N_2O	0.0000001	mt N_2O/gallon	

Stationary Energy Emission Factors

Gasoline

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CO_2	0.009	mt CO_2/gallon	2013 ICLEI US Community Protocol, Appendix D: **http://icleiusa.org/publications/us-community-protocol/**
CH_4	Varies by vehicle	g CH_4/mile	2021 Climate Registry, Table 2.4 **(https://www.theclimateregistry.org/wp-content/uploads/2021/05/2021-Default-Emission-Factor-Document.pdf?mc_cid=4b45d12237&mc_eid=6bd4505fa8)** - "EPA Tier 2" category
N_2O	Varies by vehicle	g N_2O/mile	

Diesel (including public transit)

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CO_2	0.010	mt CO_2/gallon	2013 ICLEI US Community Protocol, Appendix D: **http://icleiusa.org/publications/us-community-protocol/**
CH_4	Varies by vehicle	g CH_4/mile	
N_2O	Varies by vehicle	g N_2O/mile	

Ethanol

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CO_2	0.006	mt CO_2/gallon	2013 ICLEI US Community Protocol, Appendix D: **http://icleiusa.org/publications/us-community-protocol/**
CH_4	Varies by vehicle	g CH_4/mile	2021 Climate Registry Default Emissions Factors, Table 2.6: **https://www.theclimateregistry.org/wp-content/uploads/2021/05/2021-Default-Emission-Factor-Document.pdf?mc_cid=4b45d12237&mc_eid=6bd4505fa8.** **NOTE:** An average for Ethanol Flex-Fuel ICE values for light duty cars and light duty trucks was used for Light Duty Values.
N_2O	Varies by vehicle	g N_2O/mile	

Biodiesel

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CO_2	0.009	mt CO_2/gallon	2013 ICLEI US Community Protocol, Appendix D: **http://icleiusa.org/publications/us-community-protocol/**
CH_4	Varies by vehicle	g CH_4/mile	2021 Climate Registry Default Emissions Factors, Table 2.6: **https://www.theclimateregistry.org/wp-content/uploads/2021/05/2021-Default-Emission-Factor-Document.pdf?mc_cid=4b45d12237&mc_eid=6bd4505fa8.** **NOTE:** An average for Ethanol Flex-Fuel ICE values for light duty cars and light duty trucks was used for Light Duty Values.
N_2O	Varies by vehicle	g N_2O/mile	

Gasoline Equipment

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CO_2	0.009	mt CO_2/gallon	2021 Climate Registry Default Emissions Factors, Tables 2.1 & 2.7: **https://www.theclimateregistry.org/wp-content/uploads/2021/05/2021-Default-Emission-Factor-Document.pdf?mc_cid=4b45d12237&mc_eid=6bd4505fa8.** **NOTE:** An average for gasoline commercial 2-stroke and 4-stroke engines was used.
CH_4	10.71	g CH_4/gallon	
N_2O	3.01	g N_2O/gallon	

Diesel Equipment

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CO_2	0.010	mt CO_2/gallon	2021 Climate Registry Default Emissions Factors, Tables 2.1 & 2.7: **https://www.theclimateregistry.org/wp-content/uploads/2021/05/2021-Default-Emission-Factor-Document.pdf?mc_cid=4b45d12237&mc_eid=6bd4505fa8.**
CH_4	0.335	g CH_4/gallon	
N_2O	0.466	g N_2O/gallon	

Stationary Diesel

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CO_2	0.0102	mt CO_2/gallon	ICLEI's U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (Community Protocol) – Appendix C: Built Environment Emission Activities and Sources, Version 1.1, July 2013: **http://icleiusa.org/ghg-protocols/.** Assumes distillate fuel oil number 2 and that diesel is primarily used in generators by the industrial sector.
CH_4	0.0000004	g CH_4/gallon	
N_2O	0.0000001	g N_2O/gallon	

Electric Vehicle

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
N/A	0.32	kWh/VMT	US Department of Energy - Energy Efficiency and Renewable Energy, Alternative Fuels Data Center. **https://www.afdc.energy.gov/vehicles/electric_emissions_sources.html**

Waste, Refrigerants, and Consumption Emission Factors

Municipal Solid Waste

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CH_4	Varies by waste type	mt CH_4/ wet short ton waste	2013 ICLEI US Community Protocol, Appendix D: **http://icleiusa.org/publications/us-community-protocol/**

Asphalt

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CO_2	0.11	mt CO_2e/mt asphalt	ICLEI's U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (Community Protocol) – Appendix H: Emissions Associated with the Community's Use of Materials and Services, Version 1.1, July 2013: **http://icleiusa.org/ghg-protocols/**

Asphalt

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CO_2	1.0	mt CO_2e/mt cement	ICLEI's U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (Community Protocol) – Appendix H: Emissions Associated with the Community's Use of Materials and Services, Version 1.1, July 2013: **http://icleiusa.org/ghg-protocols/**

Commercial Refrigerant Leakage

Should remain constant but verify with each inventory.

Value	Unit	Source
300	SF per ton of cooling	Source (IPCC): **https://www.ipcc.ch/publications_and_data/ar4/wg1/en/ch2s2-10-2.html**
1	kg per ton of cooling	
5%	estimated refrigerant loss	

Personal Computers

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
CO_2	50.49	mt CO_2e/short ton	Documentation for Greenhouse Gas Emission and Energy Factors Used in the Waste Reduction Model; Durable Goods Materials Chapter. February 2016: **https://www.epa.gov/warm/documentation-chapters-greenhouse-gas-emission-and-energy-factors-used-waste-reduction-model.**

Fertilizer

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
N_2O	0.0117	ton N_2O-N/ton input-N	2006 IPCC Guidelines for National Greenhouse Gas Inventories; Chapter 11.EF1 for N additions from mineral fertilizers, organic amendments and crop residues, and N mineralized from mineral soil as a result of loss of soil carbon.
N_2O	1.57	mol/mol	
N_2O	0.0075	kg N_2O-N/kg N leached	
N_2O	0.03	kg N leached/ kg N applied	

Well-to-Wheel

Should remain constant but verify with each inventory.

GHG	Value	Unit	Source
Diesel	2.30	kg CO_2/gal	See Hillman, T. and Ramaswami A. "Greenhouse Gas Emission Footprints and Energy Use Benchmarks for Eight U.S. Cities." Environment Science and Technology. (2010).
Gasoline	2.30	kg CO_2/gal	

Climate and Sustainability Action Plan (CASAP)

July 7th, 2026

CITY OF ARVADA

Staff recommendation:

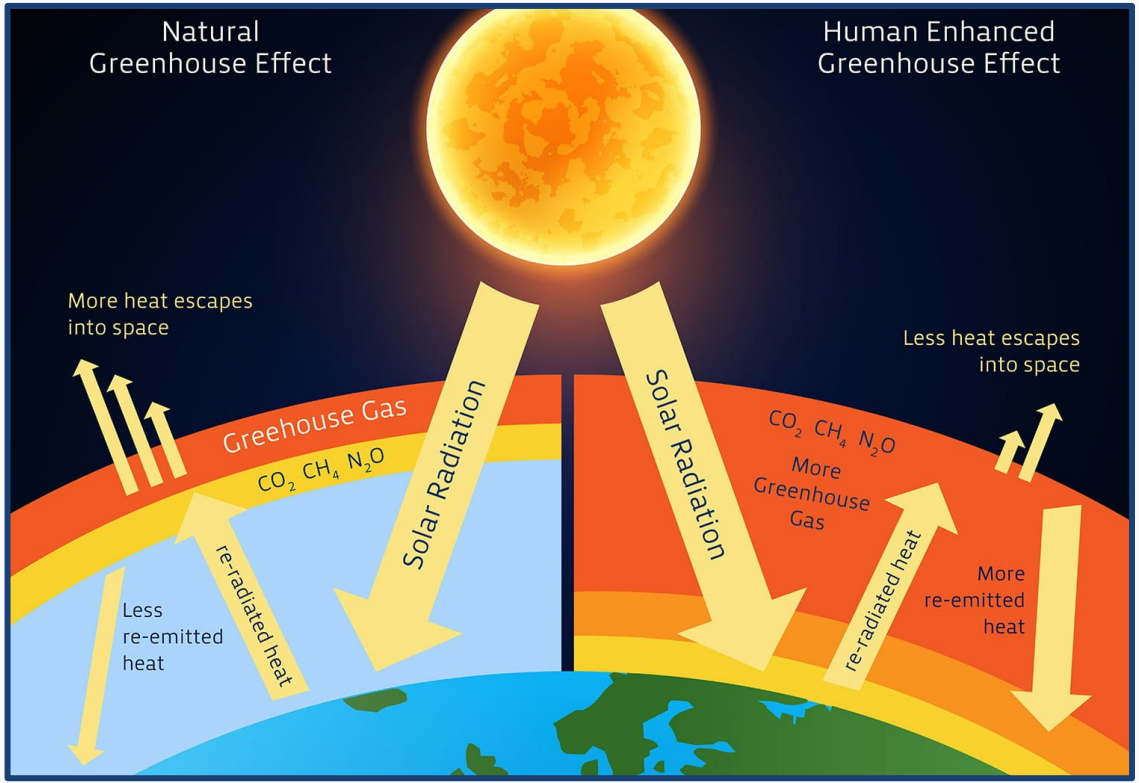
Adopt the Climate and Sustainability Action Plan

First, to recap…

The science of climate change

The **Greenhouse Effect** has maintained a comfortable equilibrium in our climate for 10,000 years

The accumulation of **Greenhouse Gases** (GHGs) is altering the chemical composition of our atmosphere



CITY OF ARVADA

The era of human-caused climate change

We're too late to prevent climate change…

… but there is a lot we can still do to improve the situation!

CITY OF ARVADA

Sustainability in Arvada

CITY OF ARVADA

Arvada: a regional leader in sustainability

Community-wide, Arvada emits 815,096 MTCO2E annually

City operations are responsible for at least 18,440 MTCO2E

Arvada has already reduced GHG emissions by 17% since 2015

Community	MTCO2E	MTCO2E Per Capita
Arvada	**815,096**	**6.70**
Boulder	1,117,543	10.71
Fort Collins	1,777,398	10.44
Lakewood	1,517,410	9.66
Longmont	943,000	9.46
Loveland	777,933	9.97
Thornton	1,044,000	7.19
Westminster	1,371,220	11.97

CITY OF ARVADA

Arvada's climate goals

Community-Wide Goal:

Reduce Community-Wide GHG emissions

40% by 2030 and 75% by 2050,

when compared to a 2015 baseline.

Local Government Operations Goal:

Reduce Local Government Operations GHG emissions

40% by 2030 and 100% by 2050,

when compared to a 2023 baseline.

CITY OF ARVADA

We dream big, and deliver

Community-informed approach

Community engagement phases

Early Engagement

2023 to 2024

Setting the vision and direction

Focus groups and in-person outreach

First draft

Internal Engagement

2025 to 2026

Vetting and expanding to fill gaps

Staff meetings and workshops

Significantly revised draft

Text Draft Feedback

2026

Refining and confirming fit for Arvada

Formal public comment and Council feedback

Final text and design

108 individuals signed a letter of support

Text feedback implemented

Notable updates

Added a Resiliency Action section

Added SMART goal setting into the action planning process

Engaged economics of program funding and household finances

Reframed key priorities and action planning process

Updated potential impact score weighting schema to reflect survey

Identified in progress actions

Added 15 “sidebars” sharing highlights from the community or additional information

Included more regional context

Added 27 new strategies and revised dozens

Wide variety of language updates

Added context on air quality

Better summary and context for GHG inventories

By the Numbers

482
unique recommendations

337
recommendations from the public

145
recommendations from Council

Public comments

By the Numbers

38
spoken comments

6
written comments

5
letters of support from community groups

Overall positive response

Themes

Broad support for the plan

Action is urgent–do more, faster

Increase community resilience

Consider future generations and youth perspectives

Move from planning to implementation

Waste diversion and composting

Community wellbeing and quality of life

Climate change is real and we're already experiencing it

Building and energy efficiency

Reduce emissions

Engage the community in climate and sustainability action

Water shortage and low snowpack

Environmental stewardship

Multimodal transportation

Thank you!

CITY OF ARVADA

Appendix

Climate change 101: Greenhouse Gases

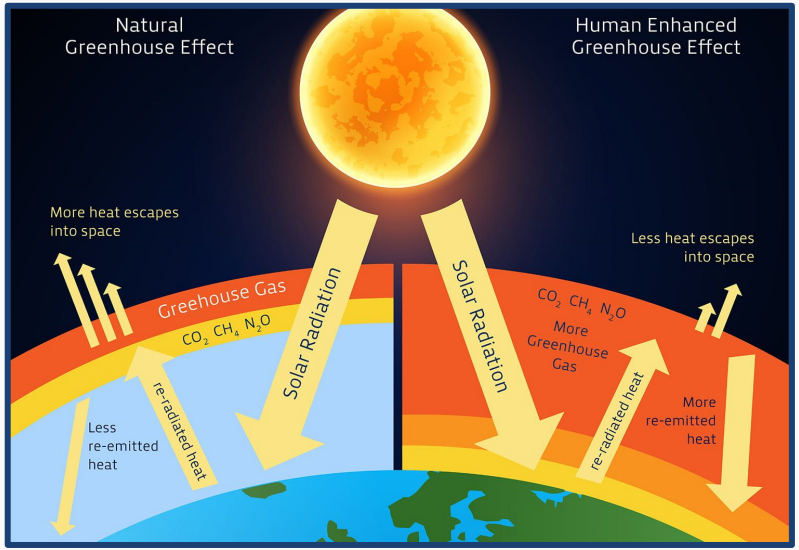
What are Greenhouse Gases (GHGs)?

- **Greenhouse Gases (GHGs)** result from chemical processes like combustion
- GHGs are emitted primarily as a result of human activity and to a lesser degree, some natural ecological processes
- There are multiple types of GHGs that vary in their impact and time in the atmosphere
- We normalize GHG impacts to a CO2 standard called **"Metric Tons CO2 Equivalent" (MTCO2E)**
- **GHG Inventories** Identify and tabulate the GHGs emitted within a defined "footprint" (i.e. an organization and its operations), using standardized and methodical accounting practices

Carbon can be absorbed back out of the atmosphere by activities such as growing more trees and perennial foliage

The Greenhouse Effect

- Solar radiation (light & heat) enters the atmosphere; some stays and some escapes back into space
- **Under pre-industry conditions**, more heat escaped back into space and Earth's climate remained stable for over 10,000 years
- **Under GHG-altered conditions**, more heat stays in the atmosphere; changes in average global temperatures lead to climate change, altering natural cycles and weather patterns

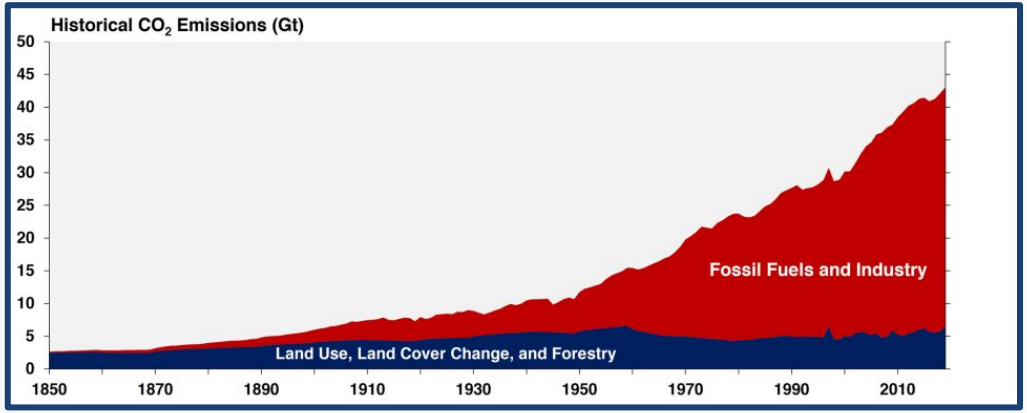


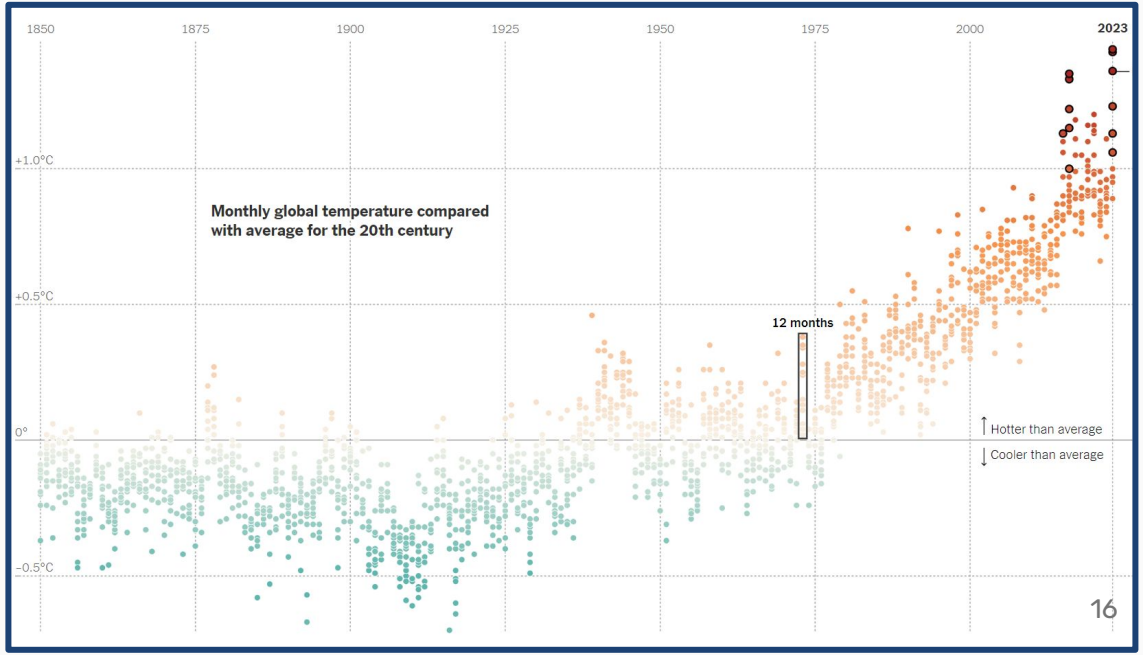
CITY OF ARVADA

Climate change 101: Scientific consensus

The scientific community has largely reached consensus on the human-caused climate change theory

The questions now are “How much?” and “How fast?”





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What does this mean for our future?

We're too late to prevent climate change…

- Global response was too slow during window of opportunity
- Even if we stop emitting 100% today, we will continue to see increasing levels of climate change for some time, until we reach equilibrium in the altered climate
- **Become a future-ready city:** We will need to adapt and build resilient systems, in order to **keep our community safe, prosperous, and healthy**

…but there is hope!

- We can reduce climate change impacts (and someday possibly reverse them)
- **Individuals and organizations are stepping up** to reduce GHG emissions
- Renewable energy and new sustainable technologies are **advancing rapidly and decreasing in cost**

Arvada has already seen a 17% decrease in Community-wide GHG emissions since 2015, largely driven by grid transition and consumer choices

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Arvada's role:
Climate and Sustainability Action

Local governments are leading the way

- C40 cities
- ICLEI Cities for Sustainability
- Climate Mayors

Arvada's 2025 Community Survey showed strong community support for sustainability programs:

From a list of city services, ***40.8%*** *of respondents identified* ***Environment, Climate, and Sustainability Efforts*** *as very important to them personally*

We're in good company!

Cities/Counties with climate, sustainability, and resiliency plans:
Adams County, Aspen, Aurora*, Boulder City and County, Breckenridge, Broomfield*, Carbondale, Castle Rock*, Centennial*, Commerce City, Denver City and County, Durango, Eagle County, Edgewater, Erie, Federal Heights*, Fort Collins, Fraser, Garfield County*, Glenwood Springs*, Golden*, Greeley*, Jefferson County, Lafayette, Lake County*, Lakewood*, Longmont, Louisville, Loveland*, Lyons*, Manitou Springs*, Mountain Village, New Castle*, Parker*, Pitkin County, Pueblo County, Routt County, San Miguel/Ouray County, Summit County, Superior, Telluride, Thornton, Vail*, Westminster, Wheat Ridge, Winter Park*

* Plan is older than 10 years or municipality takes alternate approach (i.e. sustainability in Comprehensive Plan or topical/issue plans)

CITY OF ARVADA

Our big picture strategy

Outreach & Engagement	Set Vision and Direction	Lead by Example	Partner With the Community	Program Implementation and Adaptability
Arvada Sustainability Advisory Committee Public events & speaking engagements Speak Up Arvada Council workshop & study session Formal public comment period	CASAP informs where we want to go, and what will get us there. Acknowledge that climate change is here and that action is necessary to keep our community safe and secure.	Implement sustainability programs in the City's footprint, to demonstrate that sustainability is doable and realistic. Demonstrate regional leadership and collaboration with peer communities.	Focus on community action, mobilizing Arvadans to address emissions at home. Play a supportive role, focused on making sustainable choices easier.	Reduce emissions and build resilience programs to both minimize negative impacts and improve our ability to respond to increasing levels of climate change. Be responsive to new information and strategies and adapt our approach as needed.

CITY OF ARVADA

What's in the plan?

Arvada's Key Priorities,
by the numbers

- **28** goals
- **150** strategies
- **146** proposed metrics
- **68** potential community partners

6 Action Sectors

CITY OF ARVADA

What IS the CASAP?

The CASAP IS:

- A vision-oriented document with goals and some implementation planning components
- A living document that will adapt to changing priorities and conditions
- Oriented toward the City's operations footprint

The CASAP IS NOT:

- Intended to outline every necessary step or commit to every strategy proposed
- Inflexible or the last word for sustainability and climate action planning in Arvada
- A mandate on personal choices

CITY OF ARVADA

CASAP is intended to be an adaptive, living plan. We can adjust strategies if we don't see metrics heading the right direction.

Sustainability program development timeline

Pre- 2025 actions:

- 2006: 1st GHG inventory*
- 2011: ASAC formed
- 2010-12: Sustain Arvada: Municipal Action Plan and Community Action Plan
- 2015: 2nd GHG inventory*
- 2022: Call for CASAP from ASAC; direction provided by Council
- 2023: Contracted Lotus Engineering
- 2023: Engagement process begins
- 2024: Council Work Session and Workshop

2025-2026 actions:

- July ‘25-May ‘26:
  - Hired new Sustainability Coordinator
  - Extensive staff outreach and vetting
  - Significant rewrite
- Dec ‘25-Jan ‘26: Public comment period
- Feb ‘25: Workshop on updated draft
- Feb ‘25-May ‘26:
- Today: Return with designed version for review & approval

A review of the City’s ongoing activities revealed **68 initiatives that advance sustainability**, dating back to 1991

CITY OF ARVADA

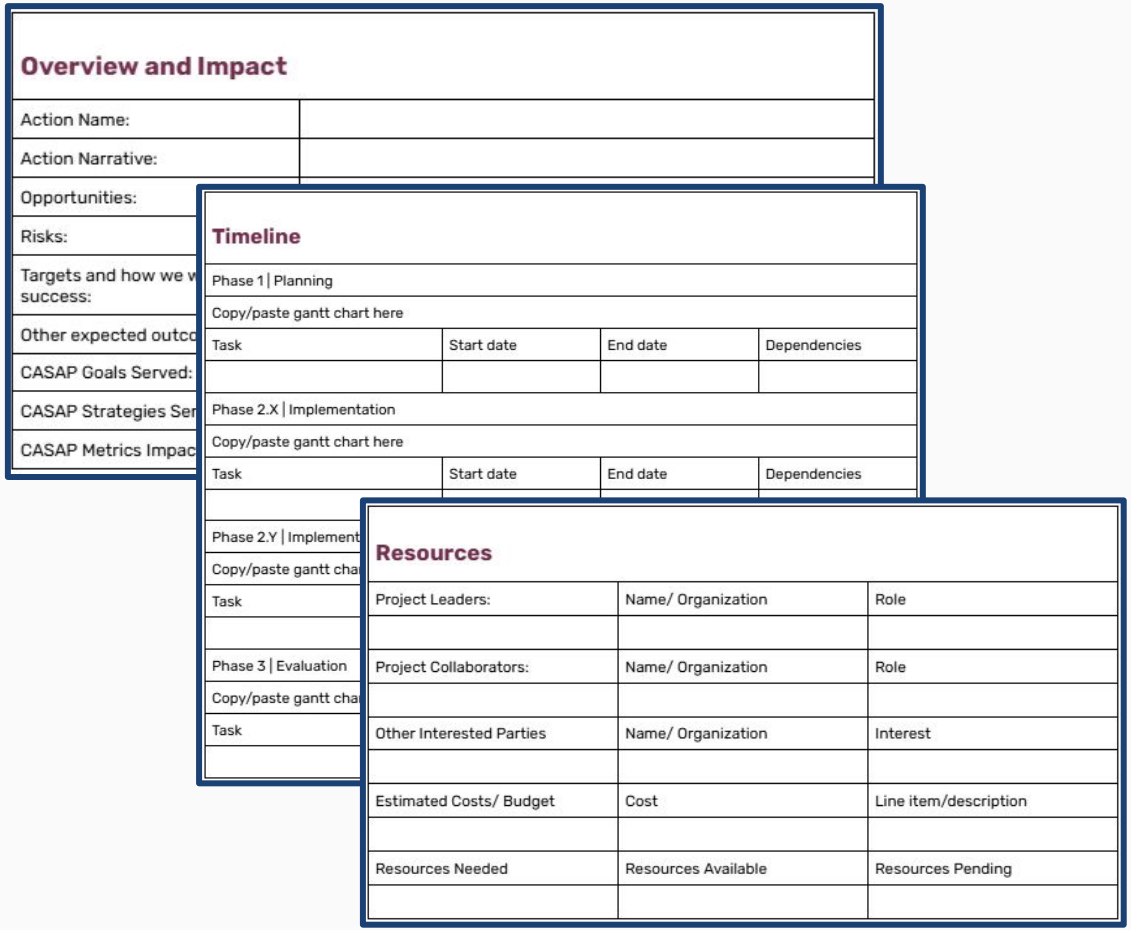
Action Planning

Set priorities that weigh: scoring schema, Council priorities, and community input

Develop action plans on an annual basis for prioritized strategies/goals

Funding and resource plan for all actions

Tracking outcomes via annual program metrics



Overview and Impact

Action Name:	
Action Narrative:	
Opportunities:	
Risks:	
Targets and how we v success:	
Other expected outcc	
CASAP Goals Served:	
CASAP Strategies Ser	
CASAP Metrics Impac	

Timeline

Phase 1 | Planning			
Copy/paste gantt chart here			
Task	Start date	End date	Dependencies
Phase 2.X | Implementation			
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Task	Start date	End date	Dependencies
Phase 2.Y | Implement			
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Task			
Phase 3 | Evaluation			
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Task			

Resources

Project Leaders:	Name/ Organization	Role
Project Collaborators:	Name/ Organization	Role
Other Interested Parties	Name/ Organization	Interest
Estimated Costs/ Budget	Cost	Line item/description
Resources Needed	Resources Available	Resources Pending

CITY OF ARVADA

How are we going to pay for this?

Economic model:

- An active CASAP opens doors to **additional funding and networks**
- **Project-based funding approach**, detailed in Action Plans for prioritized strategies
- **Realized savings** from sustainability initiatives over time (short term/up-front costs come with long-term savings and decreased input costs over time)
- It will be easier to pay for addressing climate change impacts today than it will in a more climate-stressed economy

Primary funding sources:

- NGO, County, State, and federal* **grants for sustainability**
- **Sustained City funding** via bi-annual appropriations
- Other funding mechanisms (bag fees, etc.)

$900,000 from Building Policy Collaborative/DRCOG:
Sustainability and CED partnered up in fall '25 to bring in a $900,000 grant to support new building & energy code adoption over 3 years

CITY OF ARVADA

Public Comment: Response and analysis

Response

- **269** unique respondents
- **34** community highlights shared
- **74** (28%) signed Letter of Support
- **150** “actionable” comments

Leading from the middle

- **Pro- and Anti- Sustainability sentiment:** these groups responded differently to the survey
- **Neutral/Mixed support:** largest group, valuable information, seemed to honestly wrestle with the issue

This survey got a good response rate, with representation from a good array of perspectives but it was not statistically representative. It is a datapoint that can aid in decision-making, but is not the whole picture.

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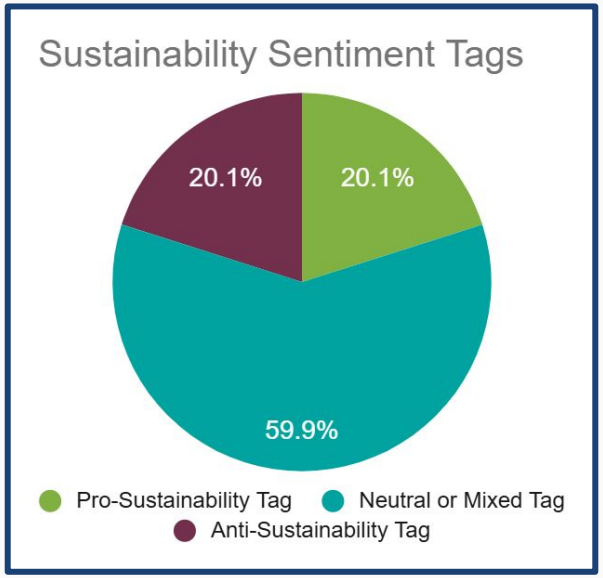
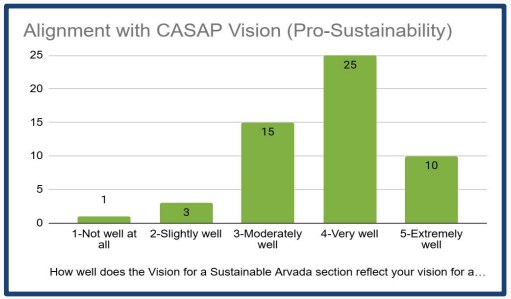
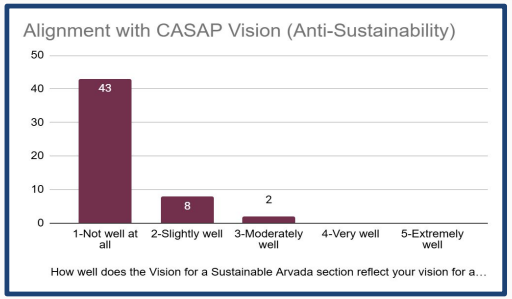
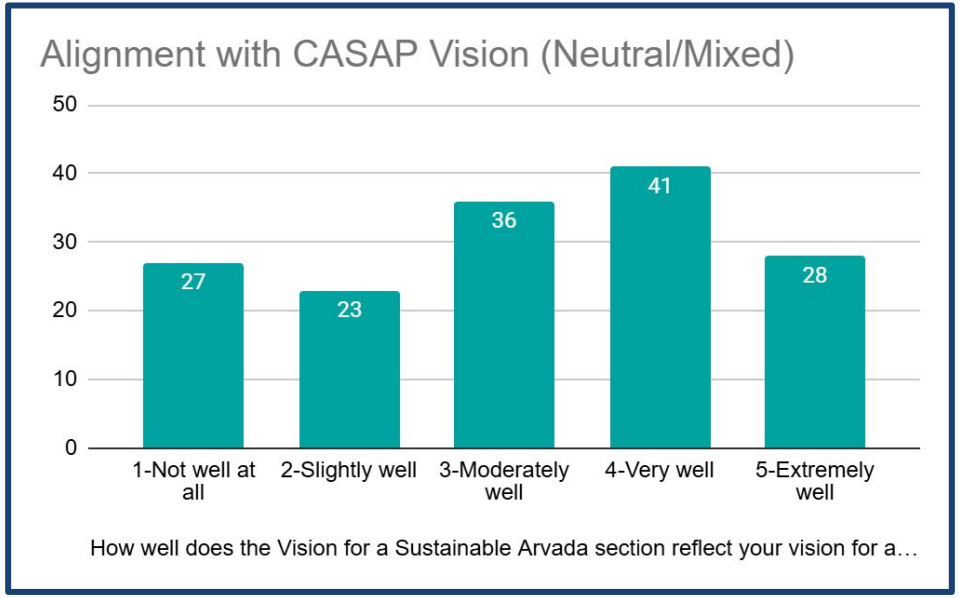
Public Comment: Sustainability Sentiment



All responses were recorded and analyzed. Splitting respondents into sentiment groups helps us understand polarized points of view and the different ways that individuals approached the survey.







CITY OF ARVADA

Public Comment: Prioritization Schema

Proposed score weights

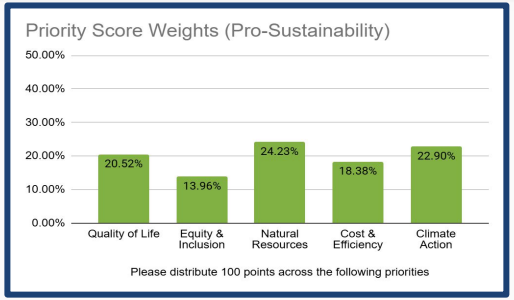
Quality of Life
25%

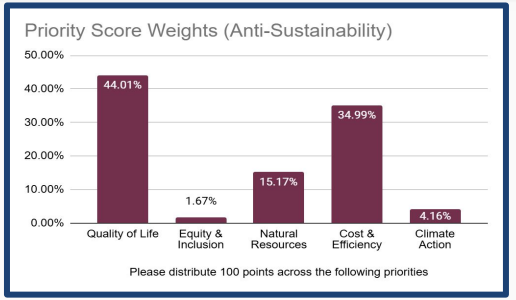
Equity & Inclusion
10%

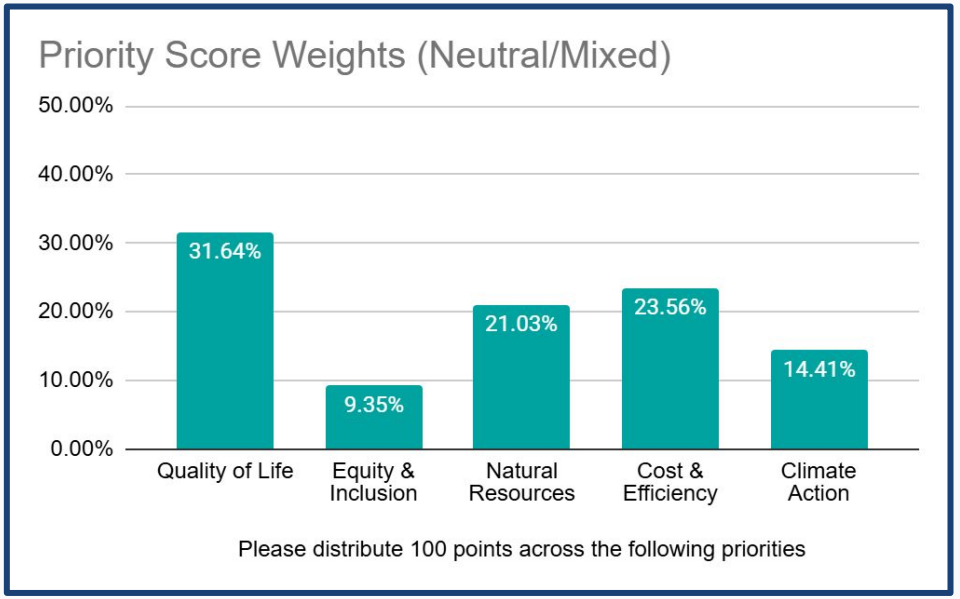
Natural Resources
20%

Cost & Efficiency
25%

Climate Action
20%







CITY OF ARVADA

Public Comment: Free Response Themes

Anti-Sustainability	Neutral or Mixed	Pro-Sustainability
Strong political opposition	Vision is vague, “fluffy,” and lacks actionable direction (timelines, metrics, next steps)	Strong support for climate & sustainability action
Dispute the premise and evidence of climate change; belief that this is a natural cycle	Approach is overly broad, redundant, and “woke”	Strengthen focus on resilience and adaptation
Concern about government overreach	Concerns over unsustainable growth pattern/ zoning	In favor of closed-loop waste, but start with purchasing policy
Reject the plan and calls for it to be voided/ discarded or put to the public for a vote	More support for local businesses	Stronger water conservation initiatives, including integrating into land use code and practices
Potential impact seen as negligible	Confusion over environmental concepts	Preserve open and green space, while limiting pavement
Cost is too high and will be passed onto taxpayers	Issues with transit system, light timing, and road quality; support for multimodal and connecting sidewalks	Increase tree canopy
Against the consideration of equity, access, and inclusion; referred as “special rights”	Skepticism of Xcel energy grid and viability of renewable energy	Plan is too human-centric; think more about environment and wildlife
Criticism about building codes and housing density	Concern that conservation will increase utility rates	Expand commitment to urban agriculture and food systems
Question what caused GHG reductions to-date	Improve waste diversion and offer compost and specialty waste diversion	Concern over reliance on voluntary community actions and alignment with real-world conditions
Critiques of document style and length	Cost of living, housing concerns, and cost of utilities	Not enough specificity in implementation
Comparisons to larger polluters	Skepticism of City’s allocation of resources and program sustainability	Clarify information and improve readability with: keys, glossary, and replace “word salad” with more graphics
Skepticism of Xcel and renewable energy	Disapprove of document length and readability	Increase ambition and align with net zero GHG targets
Focus on other priorities	Unclear on connection between sustainability and equity	Improve data transparency and better explanation of methods
Disdain for Republic and city waste program	Contradiction between vision and reality	Restrict the use of natural gas
Prefer natural gas over electric appliances	Prioritize actions to address low-hanging fruit first	Require LEED Gold on all city facilities
Feeling discouraged	Improve education system	Increase funding for sustainability program
Virtue signaling and wishful thinking	Address public safety	Increase waste diversion services in all forms
	Reduce noise pollution	Leverage community partnerships with schools, organizations, and regional entities
		Skepticism about Xcel’s energy grid transition goals

CITY OF ARVADA

Public Comment: Agreement < – > Disagreement

Shared themes

Increase specificity, clarity, and actionability (metrics, finance, definitions, SMART goals)

Share a transparent economic framework that considers budgets, costs, savings, and tradeoffs

Concern about the number of proposed actions, lack of prioritization, and calls for follow-through

Skepticism about renewable energy systems and Xcel Energy

Prioritize infrastructure and issues that touch families' daily lives (waste diversion, transportation, water conservation)

Improve readability, communication and public education (both too long and too short)

Appreciation for natural environment and water system

Polarized themes

Climate change is a critical and pressing issue < – > Climate change is a "hoax," fake, or based on questionable science

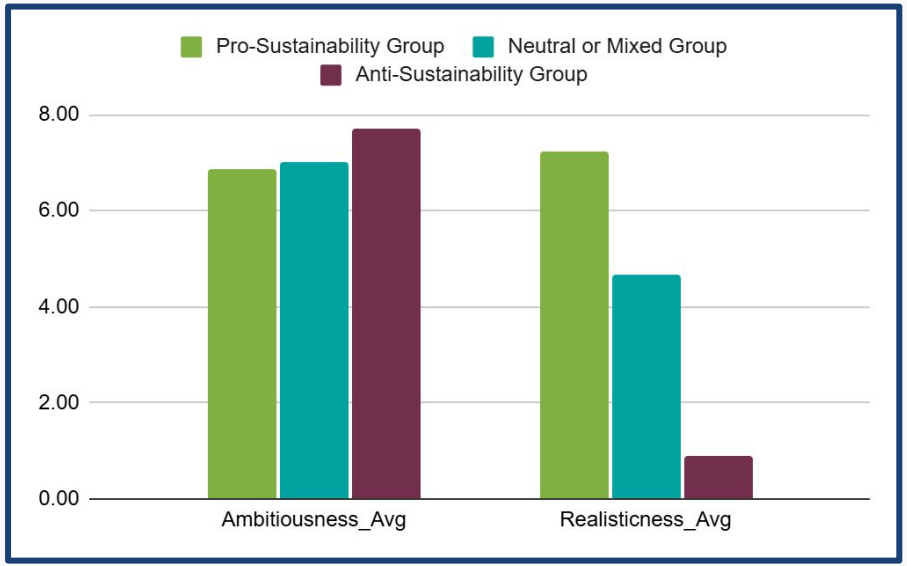
Equity not valued across the board, but to different degrees

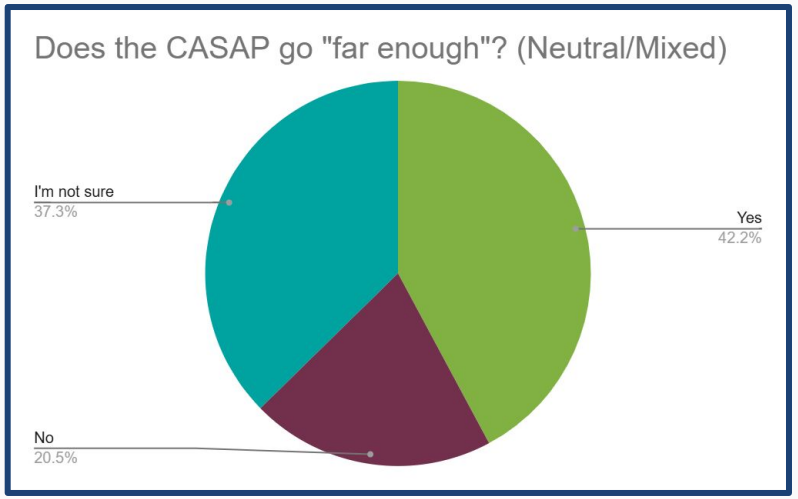
The role of government: happy that Arvada is taking this step < – > disdain for the use of public resources

Electrification vs natural gas (which CASAP does not address)

Growth, density, and development: residents opposed to new development/ sprawl < – > squandered opportunity if undeveloped space not used

Public Comment: Other takeaways





Does the CASAP go "far enough" to guide us to a sustainable future?	Pro-Sustainability Group %	Neutral or Mixed Group %	Anti-Sustainability Group %	All Respondents %
Yes	28.57%	42.17%	14.89%	31.52%
No	34.29%	20.48%	38.30%	28.48%
I'm not sure	37.14%	37.35%	46.81%	40.00%

CITY OF ARVADA

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 8.C.

TO: THE HONORABLE CITY COUNCIL DATE: July 7, 2026

SUBJECT: Ordinances (First Reading)

Report in Brief

MOTION:

I move that CB26-021, An Ordinance Approving the Renewal of a Non-Exclusive Franchise Agreement for the use of City Rights-of-Ways with Comcast of California/Colorado/Florida/Oregon, Inc.; CB26-022, An Ordinance Annexing Certain Land into the City of Arvada, Revival Industrial, a 5.3980 acre parcel of land approximately located south of State Highway 72,east of 15350 State Highway 72, in the City of Arvada, County of Jefferson, State of Colorado; CB26-023, An Ordinance Rezoning Certain Land Within The City Of Arvada, Revival Industrial, From Jefferson County SR-2 To City Of Arvada MX-S (Mixed-Use, Suburban And Amending The Official Zoning Maps Of The City Of Arvada, Colorado, A 5.3980 Acre Parcel Of Land Approximately Located South Of State Highway 72, East Of 15350 State Highway 72; and CB26-024, An Ordinance Approving A Conditional Use Permit For Revival Industrial, A 5.3980 Acre Parcel Of Land Located Approximately South Of State Highway 72, East Of15350 State Highway 72 all, be (approved on first reading, ordered published in full, and a public hearing date be set for July 21, 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: July 7, 2026

SUBJECT: CB26-021, An Ordinance Approving the Renewal of a Non-Exclusive Franchise Agreement for the use of City Rights-of-Ways with Comcast of California/Colorado/Florida/Oregon, Inc. (Public Hearing to be set for July 21, 2026 at 6:15 p.m.)

Report in Brief

PRESENTER: Ken Fellman, Partner at Wilson Williams Fellman Dittman

Pursuant to the federal Cable Act of 1984, cable television providers are required to obtain a franchise agreement from local governments, authorizing them to use public rights of way to locate their networks. Federal law also provides a franchising authority the right to receive compensation for use of the rights of way in amounts not exceeding 5% of the company's gross revenues from the sale of cable (not internet or voice) services. Local governments may also obtain the bandwidth for use as a public, educational and/or governmental (PEG) cable access channel (Arvada's channels 8 and 880), and we can negotiate amounts to be paid by the cable operator for capital expenditures related to PEG equipment. Comcast's current 10-year franchise agreement expires in July, and it is therefore time to renew that agreement. City staff has worked with Ken Fellman and his team at Wilson Williams Fellman Dittman to negotiate the franchise renewal that is before Council at this time.

The Arvada team recommends that the City Council approve CB26-021, An Ordinance Approving The Renewal Of A Non-Exclusive Franchise Agreement For The Use Of City Rights-Of-Ways With Comcast Of California/Colorado/Florida/Oregon, Inc.

Financial Impact

There is no negative financial impact on the City related to the adoption of the franchise renewal agreement. In the past 5 years, PEG fee revenues have decreased 39.8% from $102,088 in 2021 to $61,441 in 2025. Over the same 5-year period, the City's 5% franchise fee revenues have only decreased by 19.9%. Moving forward under the new Agreement, PEG fee revenue will likely continue to decrease, but at a slower decline rate comparable to franchise fees.

Background

Since adoption of the City's last cable franchise in 2016, cable subscriber numbers have dropped, as streaming services have become more popular. Traditional cable companies like Comcast, while still providing multi-channel packages of video programming, have focused much of their attention on providing broadband internet, voice and mobile services. Under both state and federal law, the City can only regulate cable television services under the franchise. We are preempted by law from addressing broadband related issues in a franchise agreement. Federal law presumes that a cable operator is entitled to a franchise renewal, and a local franchising authority can only deny a request for renewal if it makes formal findings that the cable operator has either continually breached material terms of its franchise and has failed to remedy them, and/or the cable operator does not have the legal, technical and/or financial ability to comply with the terms of a new cable franchise that meets the future cable-related needs of the community. Neither of those situations are present in Arvada, and staff has negotiated what we believe is a reasonable and appropriate franchise renewal agreement, in accordance with applicable law. Staff and Mr. Fellman have been working with Comcast on the renewal since 2014. The negotiations have been on and off with intermittent delays, due to both staff changes at the City and more recently at Comcast. The City is a member of the Colorado Communications and Utility Alliance (CCUA), a statewide organization of local governments and regional local governments

that collaborate on a variety of broadband and utility issues. CCUA has assisted its members over the years through negotiations and periodic updates for a model franchise agreement with Comcast. The Arvada franchise renewal agreement is based on the CCUA model and is consistent with the most recent Comcast franchises with other Colorado jurisdictions.

Discussion

Many provisions in cable franchises today are quite similar to what they were 25 years ago. There are some changes that benefit the cable company (many as a result of changes in the law, and some related to changes in industry practices) and some that benefit the local government. In our case the most significant upgrade to the franchise is in Section 9.5 which addresses the amount of the PEG fee paid to the City. For many years, in its western states regions, Comcast paid PEG fees equal to 50 cents per subscriber per month. In recent years, these revenues have been dropping as people cut the cord and drop their cable subscriptions. In the past few years CCUA communities have negotiated changes to the PEG fee which is now calculated as a percentage of gross cable revenues. For Arvada's franchise, we took the higher PEG revenue amount that Comcast was paying the City in 2019 and determined that for the City to generate that much PEG fee revenue last year if that revenue was calculated as a percentage of Comcast's cable gross revenues, the percentage would be 0.33%. Under the new franchise, if we kept the PEG fee at 50 cents per subscriber per month, we'd lose the entire 50 cents every time a cable subscriber dropped their cable service. Instead, Comcast will pay PEG fees in the amount of 0.33% of its cable gross revenues. While Comcast's gross revenues are dropping somewhat as a result of a fewer number of cable subscribers, they are not dropping as fast as the PEG revenues were dropping, because Comcast keeps raising its prices to subscribers. Tying the PEG fee to a percentage of gross revenues will slow the decrease in PEG fees received in the next ten years of the renewal term.

Section 2.5 regarding Police Powers has also changed to the City's benefit. Prior franchises said that the City retained the right to adopt new ordinances implementing City polices powers provided that the ordinances "be reasonable and not materially modify the terms of this Franchise." That would allow Comcast to argue that a subsequent code amendment did not apply to it, if they could claim that it materially modified a franchise term. That provision has always bothered local government lawyers who believed that a City cannot contract its police powers away under any circumstance. As a result, we have new language that says that in any conflict between the franchise and City police powers, the police powers will prevail, provided that Comcast retains the right to challenge any ordinance change it believes is not a general exercise of City police powers. This is much stronger local control language.

Comcast's insurance coverage limits have been significantly increased in the new franchise (Section 5.2) and reimbursement to the City if an audit discloses Comcast underpayments (Section 3.6) has also increased. Procedures for remedying franchise violations (Section 13) were lengthy, cumbersome and difficult to navigate. New language addressing these issues is streamlined and creates a faster path to a judicial resolution, if necessary.

Cable system performance standards and testing provisions (Section 11) have been modified in a way that provides more flexibility to Comcast and eliminates some of the old testing regime of analog cable systems, as a result of both changes in industry practices and changes in FCC regulations for cable system technical standards. Section 3.11 of the new franchise contains language addressing Comcast's right to begin charging for what has been free service to public buildings and schools in Arvada. Comcast provides this service for free and in prior franchises it has been required to do so. The FCC changes its rules in 2017 and allows cable companies to charge for these services if they want to. Comcast says it has no current plans to charge for what has been free service, but it reserves the right to change its mind.

These are the main substantive changes in the franchise compared to the existing agreement with Comcast. Staff and Mr. Fellman will be available to answer any questions about these changes and any others you may wish to address.

Adoption of the franchise will bring the City's agreement in line with current regulations, current technology and will take advantage of a few changes in terms that CCUA has previously negotiated on behalf of its members.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

n/a

Strategic Alignment

The approval of this ordinance and the proposed non-exclusive franchise agreement aligns with the City's strategic goal of improving City and community connectivity by providing reliable and accessible physical and technology systems.

Alternative Courses of Action

1. Staff and outside counsel recommend approval of the franchise renewal agreement.
2. Alternative action: If City Council is not inclined to adopt a new franchise, it can certainly direct staff to continue negotiating and identify the issues that Council would like to see addressed differently. However, if the parties cannot come to agreement, federal law provides a formal franchise renewal process that would have to be followed before the City could make a final determination that the franchise will not be renewed. This process involves detailed factual investigative requirements, specific kinds of evidence that would have to be obtained to support a City decision to deny a renewal agreement and would be extremely costly. This formal process is almost never utilized, because local governments have found it to be extremely time intensive and very expensive, and in the rare cases where a city has denied a franchise renewal, the cable operator almost always challenges the local decision to deny with a federal court action alleging that the City exceeded its authority.

Recommendation for Action

The Arvada team recommends that the City Council approve CB26-021, An Ordinance Approving The Renewal Of A Non-Exclusive Franchise Agreement For The Use Of City Rights-Of-Ways With Comcast Of California/Colorado/Florida/Oregon, Inc.

Suggested Motion:

I move that CB26-021, An Ordinance Approving The Renewal Of A Non-Exclusive Franchise Agreement For The Use Of City Rights-Of-Ways With Comcast Of California/Colorado/Florida/Oregon, Inc., be (approved on first reading, ordered published in full, and a public hearing set for July 21, 2026, at 6:15 p.m.) (rejected).

Prepared by:
Tammy Hedlund, Legal Specialist

Reviewed by:

Approved by:

Michael Koslow, City Traffic Engineer	04/30/2026
Claudia Vaughan, City Engineer	05/12/2026
Jacqueline Rhoades, Director of Infrastructure	06/16/2026
Bryan Archer, Chief Financial Officer	06/16/2026
Tammy Hedlund, Legal Specialist	06/16/2026
Zachary Woolweaver, Assistant City Attorney I	06/22/2026

Rachel Morris, City Attorney	06/23/2026
Allison Scheck, Deputy City Manager	06/24/2026
Don Wick, City Manager	06/29/2026

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 26-021
ORDINANCE NO. ___

AN ORDINANCE APPROVING THE RENEWAL OF A NON-EXCLUSIVE FRANCHISE AGREEMENT FOR THE USE OF CITY RIGHTS-OF-WAYS WITH COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC.

WHEREAS, pursuant to the Charter of the City of Arvada ("Charter"), the Arvada City Code, and the authority granted to home-rule municipalities under the Colorado Constitution, the City of Arvada, Colorado ("City") may adopt and amend ordinances; and

WHEREAS, the City may grant non-exclusive franchises to cable television providers; and

WHEREAS, the City is authorized generally pursuant to Article XX of the Colorado Constitution, as well as C.R.S § 31-15-702, to regulate and manage the use, maintenance, and repair of public streets, roads, sidewalks, and public places under its jurisdiction; and

WHEREAS, companies that wish to use City owned rights-of-way, city owned utility easements, and rights-of-way and access easements dedicated and accepted for public use by the City to install and operate a cable system may request the City grant a non-exclusive franchise ("Franchise") to do so; and

WHEREAS, in 1995 the Arvada City Council approved the grant of a Franchise to Mountain States Video dba TCI of Colorado, a wholly owned subsidiary of United Cable Television of Colorado, Inc. ("Grantee"), and the City and Grantee executed a non-exclusive Franchise Agreement defining terms for Grantee's Franchise within the City (the "Franchise Agreement"); and

WHEREAS, in 2016, the City approved the renewal grant of the Franchise to Grantee's successor in interest, Comcast of Colorado IX, LLC subject to the terms of the Franchise Agreement; and

WHEREAS, as the successor in interest to Comcast of Colorado IX, LLC, the Comcast entity that currently holds the Franchise Agreement in the City is Comcast of California/Colorado/Florida/Oregon, Inc. ("Comcast"); and

WHEREAS, the term of the Franchise Agreement ended on July 31, 2025; and

WHEREAS, the City and Comcast have previously agreed to continue operating under the Franchise Agreement on a month-to-month basis until a new franchise agreement is adopted or until the Franchise Agreement is otherwise terminated pursuant to applicable law; and

WHEREAS, Comcast has preserved its right of renewal by timely filing a request with the City to activate the formal process for renewing the Franchise pursuant to the provisions of the Cable Communications Policy Act of 1984 ("Cable Act"); and

WHEREAS, Comcast is agreeable to continue to provide such services in the City, and has made application to the City for a Franchise renewal; and

WHEREAS, the City has reviewed Comcast's performance and quality of service under the Franchise Agreement, has identified the future cable-related needs and interests of the City and its residents, has considered the financial, technical and legal qualifications of Comcast, and has determined that Comcast's plans for operating and maintaining its cable system are adequate, in a full public proceeding affording due process to all parties; and

WHEREAS, as required by the Cable Act, the public has had adequate notice and opportunity to comment on Comcast's proposal to provide cable service within the City; and

WHEREAS, the City has a legitimate and necessary regulatory role in ensuring the availability of cable service, the reliability of cable systems in its jurisdiction, the availability of local programming (including Educational and Governmental Access programming), and quality customer service; and

WHEREAS, diversity in cable service programming is a strategic goal of the City and a policy goal of the Cable Act, and the Comcast cable system will offer a wide range of programming services; and

WHEREAS, the adoption of this Ordinance is necessary for the protection of the public health, safety, and welfare, particularly as it pertains to the easing of the flow of information; and

WHEREAS, the Arvada City Council desires to grant to Comcast, and Comcast desires to accept, a new Franchise in accordance with applicable law and subject to the provisions of the Cable Franchise Agreement by and between the City of Arvada, Colorado and Comcast of California/Colorado/Florida/Oregon, Inc., (the "2026 Franchise Agreement"); and

WHEREAS, after due evaluation, the Arvada City Council has determined that it is in the best interest of the City and its residents to grant a cable franchise renewal to Comcast for a term of ten years as provided in the 2026 Franchise Agreement.

NOW, THEREFORE, BE IT ORDAINED 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, the 2026 Franchise Agreement, which is in substantially the same form as that attached hereto as Exhibit 1.

Section 2. Division 2, TCI of Colorado, Appendix H, Article II, of the Arvada City Code is hereby deleted in its entirety, and is replaced by a new Division 2, Comcast of California/Colorado/Florida/Oregon, Appendix H, Article II, of the Arvada City Code, containing the terms and conditions of the 2026 Franchise Agreement.

Section 3. As soon as reasonably able following the effective date of this ordinance, the City will produce and make publicly available a properly indexed record of the executed 2026 Franchise Agreement pursuant to the provisions of the Charter.

Section 4. 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 5. This ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ AND ORDERED PUBLISHED this 7th day of July, 2026.

PASSED, ADOPTED AND APPROVED this ___ day of _____, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
Kristen Rush, City Clerk

APPROVED AS TO FORM:
Rachel Morris, City Attorney

BY: _____

Publication Dates: July 9, 2026
_____

COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC. AND THE CITY OF ARVADA, COLORADO

CABLE FRANCHISE AGREEMENT

TABLE OF CONTENTS

SECTION 1. DEFINITIONS AND EXHIBITS 1
- **(A) DEFINITIONS 1**
- **(B) EXHIBITS 7**

SECTION 2. GRANT OF FRANCHISE 7
- **2.1 Grant 7**
- **2.2 Use of Rights-of-Way 8**
- **2.3 Effective Date and Term of Franchise 9**
- **2.4 Franchise Nonexclusive 9**
- **2.5 Police Powers 9**
- **2.6 Competitive Equity 9**
- **2.7 Familiarity with Franchise 11**
- **2.8 Effect of Acceptance 11**

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS 11
- **3.1 Franchise Fee 11**
- **3.2 Payments 11**
- **3.3 Acceptance of Payment and Recomputation 12**
- **3.4 Quarterly Franchise Fee Reports 12**
- **3.5 Annual Franchise Fee Reports 12**
- **3.6 Audits 12**
- **3.7 Late Payments 13**
- **3.8 Underpayments 13**
- **3.9 Alternative Compensation 13**
- **3.10 Maximum Legal Compensation 13**
- **3.11 Additional Commitments Not Franchise Fee Payments 13**
- **3.12 Tax Liability 15**
- **3.13 Financial Records 15**
- **3.14 Payment on Termination 15**

SECTION 4. ADMINISTRATION AND REGULATION 16
- **4.1 Authority 16**
- **4.2 Rates and Charges 16**
- **4.3 Rate Discrimination 16**
- **4.4 Filing of Rates and Charges 17**
- **4.5 Cross Subsidization 17**
- **4.6 Reserved Authority 17**
- **4.7 Franchise Amendment Procedure 17**

4.8 Late Fees 17
4.9 Force Majeure 18
4.10 Time Limits Strictly Construed 18

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS 18
5.1 Indemnification 18
5.2 Insurance 20
5.3 Deductibles / Certificate of Insurance 20
5.4 Letter of Credit 21

SECTION 6. CUSTOMER SERVICE 22
6.1 Customer Service Standards 22
6.2 Subscriber Privacy 22
6.3 Subscriber Contracts 23
6.4 Advance Notice to City 23
6.5 Identification of Local Franchise Authority on Subscriber Bills 23

SECTION 7. REPORTS AND RECORDS 23
7.1 Open Records 23
7.2 Confidentiality 23
7.3 Records Required 24
7.4 Annual Reports 24
7.5 Copies of Federal and State Reports 25
7.6 Complaint File and Reports 25
7.7 Failure to Report 26
7.8 False Statements 26

SECTION 8. PROGRAMMING 26
8.1 Broad Programming Categories 26
8.2 Deletion or Reduction of Broad Programming Categories 27
8.3 Obscenity 27
8.4 Parental Control Device 27
8.5 Continuity of Service Mandatory 27
8.6 Services for People With Disabilities 28

SECTION 9. ACCESS 28
9.1 Designated Access Providers 28
9.2 Channel Capacity and Use 28
9.3 Access Channel Assignments 31
9.4 Relocation of Access Channels 31
9.5 Support for Access Costs 31
9.6 Access Support Not Franchise Fees 31
9.7 Access Channels On Lowest Priced HD Service Tier 32
9.8 Change In Technology 32
9.9 Technical Quality 32
9.10 Access Cooperation 32
9.11 Return Lines/Access Origination 33

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION 33
10.1 Right to Construct 33
10.2 Right-of-Way Meetings 33
10.3 Joint Trenching/Boring Meetings 33
10.4 General Standard 34
10.5 Permits Required for Construction 34
10.6 Emergency Permits 34
10.7 Compliance with Applicable Codes 34
10.8 GIS Mapping 35
10.9 Minimal Interference 35
10.10 Prevent Injury/Safety 35
10.11 Hazardous Substances 35
10.12 Locates 36
10.13 Notice to Private Property Owners 36
10.14 Underground Construction and Use of Poles 36
10.15 Undergrounding of Multiple Dwelling Unit Drops 37
10.16 Burial Standards 37
10.17 Cable Drop Bonding 38
10.18 Prewiring 38
10.19 Repair and Restoration of Property 38
10.20 Acquisition of Facilities 38
10.21 Discontinuing Use/Abandonment of Cable System Facilities 39
10.22 Movement of Cable System Facilities For City Purposes 39
10.23 Movement of Cable System Facilities for Other Franchise Holders 40
10.24 Temporary Changes for Other Permittees 40
10.25 Reservation of City Use of Right-of-Way 40
10.26 Tree Trimming 40
10.27 Inspection of Construction and Facilities 40
10.28 Stop Work 41
10.29 Work of Contractors and Subcontractors 41

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING 41
11.1 Subscriber Network 41
11.2 Technology Assessment 42
11.3 Standby Power 42
11.4 Emergency Alert Capability 43
11.5 Technical Performance 43
11.6 Cable System Performance Testing 43
11.7 Additional Tests 43

SECTION 12. SERVICE AVAILABILITY 44

SECTION 13. FRANCHISE VIOLATIONS 45
13.1 Procedure for Remedying Franchise Violations 45
13.2 Procedures in the Event of Termination or Revocation 46
13.3 Purchase of Cable System 47
13.4 Receivership and Foreclosure 47
13.5 No Monetary Recourse Against the City 48
13.6 Effect of Abandonment 48
13.7 What Constitutes Abandonment 48

SECTION 14. FRANCHISE RENEWAL AND TRANSFER
14.1 Renewal 49
14.2 Transfer of Ownership or Control 49

SECTION 15. SEVERABILITY 51

SECTION 16. MISCELLANEOUS PROVISIONS 51
16.1 Preferential or Discriminatory Practices Prohibited 51
16.2 Notices 51
16.3 Descriptive Headings 52
16.4 Publication Costs to be Borne by Grantee 52
16.5 Binding Effect 52
16.6 No Joint Venture 52
16.7 Waiver 52
16.8 Reasonableness of Consent or Approval 52
16.9 Entire Agreement 53
16.10 Jurisdiction 53

EXHIBIT A: REPORT FORM 54

EXHIBIT B: CUSTOMER SERVICE STANDARDS 55

COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC. AND CITY OF ARVADA, COLORADO CABLE FRANCHISE AGREEMENT

SECTION 1. DEFINITIONS AND EXHIBITS

(A) DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 "Access" means the availability for noncommercial use — by various agencies, institutions, organizations, groups and individuals in the community, including the City and its designees — of the Cable System to acquire, create, receive, and distribute video Cable Services and other services and signals as permitted under Applicable Law including, but not limited to:

(A) "Public Access" means Access where community-based, noncommercial organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary users.

(B) "Educational Access" means Access where schools are the primary users having editorial control over programming and services. For purposes of this definition, "school" means any State-accredited educational institution, public or private, including, for example, primary and secondary schools, colleges and universities.

(C) "Government Access" means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 "Access Channel" means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming or services.

1.3 "Activated" means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.4 "Affiliate," when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.5 "Applicable Law" means any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

1.6 "Bad Debt" means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.7 "Basic Service" is the level of programming service which includes, at a minimum, all Broadcast Channels, all PEG SD Access Channels required in this Franchise, and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.8 "Broadcast Channel" means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC §§ 534 and 535.

1.9 "Broadcast Signal" means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.10 "Cable Act" means the Title VI of the Communications Act of 1934, as amended.

1.11 "Cable Operator" means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.12 "Cable Service" means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.13 "Cable System" means any facility, including Grantee's, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. §§ 201 *et seq*.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.14 "Channel" means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.15 "City" is the City of Arvada, Colorado, a body politic and corporate under the laws of the State of Colorado.

1.16 "City Council" means the Arvada City Council or its successor, the governing body of the City of Arvada, Colorado.

1.17 "Colorado Communications and Utility Alliance" or "CCUA" means the non-profit entity formed by franchising authorities or local governments in Colorado or its successor entity, whose purpose is, among other things, to communicate with regard to franchising matters collectively and cooperatively.

1.18 "Commercial Subscribers" means any Subscribers other than Residential Subscribers.

1.19 "Designated Access Provider" means the entity or entities designated now or in the future by the City to manage or co-manage Access Channels and facilities. The City may be a Designated Access Provider.

1.20 "Digital Starter Service" means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.21 "Downstream" means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.22 "Dwelling Unit" means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.23 "FCC" means the Federal Communications Commission.

1.24 "Fiber Optic" means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.25 "Franchise" means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the City and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.26 "Franchise Area" means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.

1.27 "Franchise Fee" means that fee payable to the City described in Section 3.1(A).

1.28 "Grantee" means Comcast of California/Colorado/Florida/Oregon, Inc. or its lawful successor, transferee or assignee.

1.29 "Gross Revenues" means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee's Cable System to provide Cable Services within the City. Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services);

- installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels;

- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the City;

- converter, remote control, and other Cable Service equipment rentals, leases, or sales;

- Advertising Revenues as defined herein;

- late fees, convenience fees and administrative fees which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the City;

- revenues from program guides;

- Franchise Fees;

- FCC Regulatory Fees; and,

- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the City.

(A) "Advertising Revenues" shall mean revenues derived from sales of advertising that are made available to Grantee's Cable System subscribers within the City and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications ("NCC") and Comcast Spotlight ("Spotlight") or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) "Gross Revenues" shall not include:

- actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the City;

- any taxes or fees on services furnished by Grantee imposed by any municipality, State or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;

- fees imposed by any municipality, State or other governmental unit on Grantee including but not limited to Public, Educational and Governmental (PEG) Fees;

- launch fees and marketing co-op fees; and,

- unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, State or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the City. The City reserves its right to review and to challenge Grantee's calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this Section 1.29 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the City within three months of making such changes, and as part of any audit or review of franchise fee payments, and any such changes shall be subject to 1.29(E) below.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the City reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF or the SEC.

1.30 "Headend" means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.31 "Leased Access Channel" means any Channel or portion of a Channel commercially available for video programming by Persons other than Grantee, for a fee or charge.

1.32 "Manager" means the City Manager of the City or designee.

1.33 "Person" means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.34 "Premium Service" means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.35 "Residential Subscriber" means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.36 "Right-of-Way" means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the City: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, and easements. Parks, trails, open space and ditch property are not right-of-way; provided however that any public utility easements within such properties may be utilized by Grantee in accordance with their specific terms.

1.37 "State" means the State of Colorado.

1.38 "Subscriber" means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who is in compliance with Grantee's regular and nondiscriminatory terms and conditions for receipt of service.

1.39 "Subscriber Network" means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.40 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. § 153(43)).

1.41 "Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. § 153(46)).

1.42 "Tier" means a group of Channels for which a single periodic subscription fee is charged.

1.43 "Two-Way" means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.44 "Upstream" means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

(B) EXHIBITS

The following documents, which are occasionally referred to in this Franchise, are formally incorporated and made a part of this Franchise by this reference:

(1) ***Exhibit A,*** titled Report Form.
(2) ***Exhibit B***, titled Customer Service Standards

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The City hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the City to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreements entered into by Grantee with regard to any individual property. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable City ordinance existing as of the Effective Date, as defined in Section 2.3.

(C) Every term, provision or condition herein is subject to the provisions of State law, federal law, the Charter of the City, and the ordinances and regulations enacted pursuant thereto. The Charter and Municipal Code of the City, as the same may be amended from time to time, are hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the City may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions, for use of the Rights-of-Way.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the City's ordinances and laws;

(2) Any permit, agreement, or authorization required by the City for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Rights-of-Way

(A) Subject to the City's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the City such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the City. Grantee, through this Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the City's Rights-of-Way in compliance with all applicable City construction codes and procedures. As trustee for the public, the City is entitled to fair compensation as provided for in Section 3 of this Franchise to be paid for these valuable rights throughout the term of the Franchise.

(B) Grantee must follow City-established nondiscriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the City's role in protecting public health, safety and welfare, the City may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access

to a particular Right-of-Way; may deny access if Grantee is not willing to comply with the City's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the City, or which is installed without prior City approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

2.3 Effective Date and Term of Franchise

This Franchise and the rights, privileges and authority granted hereunder shall take effect on _____, 2026 (the "Effective Date"), and shall terminate on _____, 2036, unless terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the City to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the City to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems as the City deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power. The Grantee reserves the right to challenge any ordinance(s) it believes are not a generally applicable exercise of City's police powers. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the City reserves the right to grant one or more additional franchises or other similar lawful authorization to provide Cable Services within the City. If the City grants such an additional franchise or other similar lawful authorization containing material terms and conditions that differ from Grantee's material obligations under this Franchise, then the City agrees that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include without limitation: Franchise Fees and Gross Revenues; insurance; System

build-out requirements; security instruments; Public, Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The Parties agree that this provision shall not require a word-for-word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services (as defined in the Cable Act) delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

(B) The modification process of this Franchise as provided for in Section 2.6(A) shall only be initiated by written notice by the Grantee to the City regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent.

(C) Upon receipt of Grantee's written notice as provided in Section 2.6(B), the City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a 90-day time period, unless that time period is reduced or extended by mutual agreement of the Parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include the modifications.

(D) In the alternative to Franchise modification negotiations as provided for in Section 2.6(C), or if the City and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the City grants to another provider of Cable Services, with the understanding that Grantee will use its current system design and technology infrastructure to meet any requirements of the new franchise so as to insure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the City shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider.

(E) Notwithstanding anything contained in Sections 2.6(A)-(D) to the contrary, the City shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services available for purchase by Subscribers or customers under its franchise agreement with the City.

(F) Notwithstanding any provision to the contrary, at any time that a wireline facilities-based entity, legally authorized by State or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the City, then:

(1) Grantee may negotiate with the City to seek Franchise modifications as per Section 2.6(C) above; or

(a) the term of Grantee's Franchise shall, upon 90 days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date 18 months from the first day of the month following the date of Grantee's notice; or,

(b) Grantee may assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all Applicable Law, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the City's Rights-of-Way, Grantee shall continue to pay as a Franchise Fee to the City, throughout the duration of and consistent with this Franchise, an amount equal to 5% of Grantee's Gross Revenues.

3.2 Payments

Grantee's Franchise Fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than 45 days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the City, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

3.5 Annual Franchise Fee Reports

Grantee shall, within 60 days after the end of each year, furnish to the City a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6 Audits

On an annual basis, upon 30 days prior written notice, the City, including the City's Auditor or their authorized representative, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise. Pursuant to Section 1.29, as part of the Franchise Fee audit/review the City shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for City subscribers during the audit period. To the extent that the City does not believe that the relevant data supplied is sufficient for the City to complete its audit/review, the City may require other relevant data. For purposes of this Section 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers) and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow the City to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent 5% or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of the City related to audits), Grantee shall pay the total cost of the audit/review, such cost not to exceed $7,500 for each year of the audit period. The City's right to audit/review and the Grantee's obligation to retain records related to this Section shall expire three years after each Franchise Fee payment has been made to the City.

3.7 Late Payments

In the event any payment due quarterly is not received within 45 days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the City receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the 8% per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the City.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the City through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall comply with any other Applicable Law related to the right to occupy the City's Rights-of-Way and compensation therefor.

3.10 Maximum Legal Compensation

The Parties acknowledge that, at present, applicable federal law limits the City to collection of a maximum permissible Franchise Fee of 5% of Gross Revenues. In the event that at any time during the duration of this Franchise, the City is authorized to collect an amount in excess of 5% of Gross Revenues, then the City and Grantee may enter into negotiations to amend this Franchise pursuant to Section 4.7.

3.11 Additional Commitments Not Franchise Fee Payments

(A) The PEG Capital Contribution pursuant to Section 9.5 as well as any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the City and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The City likewise reserves all rights it has under Applicable Law. Should Grantee elect to offset the items set forth herein, or other Franchise commitments such as complimentary Cable Service, against Franchise Fees in accordance with Applicable Law, including any Orders resulting from the FCC's "621 Proceeding", MB Docket No. 05-311, Grantee shall provide the City with advance written notice. Such notice shall document the proposed offset or service charges so that the City can make an informed decision as to its course of action. Upon receipt of such notice, the City

shall have up to 120 days to either (1) maintain the commitment with the understanding that the value shall be offset from Franchise Fees; (2) relieve Grantee from the commitment obligation under the Franchise; or (3) pay for the services rendered pursuant to the commitment in accordance with Grantee's regular and nondiscriminatory term and conditions.

(B) Grantee's notice pursuant to Section 3.11(A) shall, at a minimum, address the following: (1) identify the specific cash or non-cash consideration or obligations that must be offset from Grantee's Franchise Fee obligations; (2) identify the Franchise terms and conditions for which Grantee is seeking amendments; (3) provide text for any proposed Franchise amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent with Applicable Law; (4) provide all information and documentation reasonably necessary to address how and why specific offsets are to be calculated and (5) if applicable, provide all information and documentation reasonably necessary to document how Franchise Fee offsets may be passed through to Subscribers in accordance with 47 U.S.C.§ 542(e). Nothing in this Section 3.11(B) shall be construed to extend the 120-day time period for the City to make its election under Section 3.11(A); provided, however, that any disagreements or disputes over whether sufficient information has been provided pursuant to this paragraph (B) may be addressed under Sections 13.1 or 13.2 of this Franchise.

(C) Upon receipt of Grantee's written notice as provided in Section 3.11(B), the City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications and agree to what offsets, if any, are to be made to the Franchise Fee obligations. Such negotiation will proceed and conclude within a 120-day time period, unless that time period is reduced or extended by mutual agreement of the Parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include those modifications.

(D) If the Parties are unable to reach agreement on any Franchise Fee offset issue within 120 days or such other time as the Parties may mutually agree, each Party reserves all rights it may have under Applicable Law to address such offset issues.

(E) The City acknowledges that Grantee currently provides one outlet of Basic Service and Digital Starter Service and associated equipment to certain City-owned and occupied or leased and occupied buildings, and fire stations located in areas where Grantee provides Cable Service. Outlets of Basic and Digital Starter Service provided in accordance with this Section may be used to distribute Cable Services throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Grantee's commitment to provide this service is voluntary and may be terminated by Grantee at its sole discretion.

(1) Grantee's termination of complimentary services provided shall be pursuant to the provisions of Sections 3.11(A)-(E) above. The City may make a separate election for each account or line of service identified in the notice (for example, the City may choose to accept certain services or accounts as offsets to Franchise Fees and discontinue other services or accounts), so long as all elections are made within 120 days. Grantee shall also provide

written notice to each entity that is currently receiving complimentary services with copies of those notice(s) sent to the City.

(2) Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The City likewise reserves all rights it has under Applicable Law.

(F) The Parties understand and agree that offsets may be required and agreed to as a result of the FCC's Order in the 621 Proceeding. Should there be a new Order in the 621 Proceeding, or any other change in Applicable Law, which would permit any cash or non-cash consideration or obligations to be required by this Franchise without being offset from Franchise Fees, or would change the scope of the City's regulatory authority over the use of the rights-of-way by the Grantee, the Parties shall, within 120 days of written notice from the City, amend this Franchise to reinstate such consideration or obligations without offset from Franchise Fees, and to address the full scope of the City's regulatory authority.

3.12 Tax Liability

The Franchise Fees shall be in addition to any taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.13 Financial Records

Grantee agrees to meet with a representative of the City upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the City deems necessary for reviewing reports and records.

3.14 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the City within 90 calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The City reserves the right to satisfy any remaining financial obligations of the Grantee to the City by utilizing the funds available in the letter of credit or other security provided by the Grantee.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The City shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under Applicable Law, to any agent including without limitation, the CCUA, in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the City's right of eminent domain under State law.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the City to the full extent authorized by Applicable Law.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly-available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the City. Grantee shall offer the same Cable Services to all Residential Subscribers at identical rates to the extent required by Applicable Law and to Multiple Dwelling Unit Subscribers to the extent authorized by FCC rules or applicable federal law. Grantee shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns;

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens;

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and nondiscriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the City a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this Section shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the City, Grantee shall provide a complete schedule of current rates and charges for any Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.5 Cross Subsidization

Grantee shall comply with all Applicable Laws regarding rates and issues of cross subsidization.

4.6 Reserved Authority

Both Grantee and the City reserve all rights they may have under the Cable Act and Applicable Law.

4.7 Franchise Amendment Procedure

Either Party may at any time seek an amendment of this Franchise by so notifying the other Party in writing. Within 30 days of receipt of notice, the City and Grantee shall meet to discuss the proposed amendment(s). If the Parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the City Council for its approval. If so approved by the City Council and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

4.8 Late Fees

(A) For purposes of this Section, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution, or as the same may be superseded by Applicable Law.

(B) Nothing in this Section shall be deemed to create, limit or otherwise affect the ability of the Grantee, if any, to impose other assessments, charges, fees or sums other than those permitted by this Section, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be consistent with Applicable Law.

4.9 Force Majeure

In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to the City. Those conditions which are not within the control of Grantee include without limitation natural disasters, civil disturbances, work stoppages or labor disputes, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the City and which was not caused and could not have been avoided by the Grantee which used its best efforts in its operations to avoid such results.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, Grantee shall provide documentation as reasonably required by the City to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the City with its proposed plan for remediation, including the timing for such cure.

4.10 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise, and sufficient grounds for the City to invoke any relevant remedy in accordance with Section 13.1 of this Franchise.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold the City, its officers, officials, boards, commissions, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including without limitation copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the City while conducting its defense of the City. Grantee shall not be obligated to indemnify the City to the extent of the City's negligence or willful misconduct.

(B) Indemnification for Relocation. Grantee shall indemnify the City for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any

of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the City.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way arising out of:

(1) The lawful actions of the City in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

(D) Procedures and Defense. If a claim or action arises, the City or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The City may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense, then Grantee shall not be liable for any attorneys' fees, expenses or other costs that the City may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Section 5.1(F) is required. In that event the provisions of Section 5.1(F) shall govern Grantee's responsibility for the City's attorney's fees, expenses or other costs. In any event, Grantee may not agree to any settlement of claims affecting the City without the City's approval.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this Section.

(F) Expenses. If separate representation to fully protect the interests of both Parties is or becomes necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. Provided, however, that in the event that such separate representation is or becomes necessary, and the City desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then the City shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The City's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or their assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee.

5.2 Insurance

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance, but in no event shall occurrence basis minimum limits be less than provided for by C.R.S. § 24-10-114(1)(b):

(1) Commercial General Liability insurance with limits of no less than $2 million per occurrence and $5 million general aggregate. Coverage shall be at least as broad as that provided by ISO CG 00 01 1/96 or its equivalent and include severability of interests. Such insurance shall name the City, its officers, officials and employees as additional insureds per ISO CG 2026 or its equivalent. There shall be a waiver of subrogation and rights of recovery against the City, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum combined single limits of $1 million each occurrence with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System in the City. The policy shall contain a severability of interests provision.

(3) Statutory workers' compensation and employer's liability insurance in an amount of $1 million each accident/disease/policy limit.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without 30 days' written notice first provided to the City, via certified mail, and 10 days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this Section within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one year after expiration of this Franchise.

5.3 Deductibles / Certificate of Insurance

Any deductible of the policies shall not in any way limit Grantee's liability to the City.

(A) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The City, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or Applicable Law, or in the construction, operation or repair, or ownership of the Cable System;

(b) Grantee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the City, its officers, officials, boards, commissions, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII."

(C) Verification of Coverage. The Grantee shall furnish the City with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

(D) Self-Insurance. In the alternative to providing a certificate of insurance to the City certifying insurance coverage as required above, Grantee may provide self-insurance in the same amount and level of protection for Grantee and the City, its officers, agents and employees as otherwise required under this Section. The adequacy of self-insurance shall be subject to the periodic review and approval of the City.

5.4 Letter of Credit

(A) If there is a claim by the City of an uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the City may require and Grantee shall establish and provide, within 30 days from receiving notice from the City, to the City as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the City in the amount of $25,000.

(B) In the event that Grantee establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained at $25,000 until the allegations of the uncured breach have been resolved.

(C) As an alternative to the provision of a Letter of Credit to the City as set forth in Sections 5.4(A) and (B) above, if the City is a member of CCUA, and if Grantee provides a Letter of Credit to CCUA in an amount agreed to between Grantee and CCUA for the benefit of its members, in order to collectively address claims referenced in Section 5.4(A), Grantee shall not be required to provide a separate Letter of Credit to the City.

(D) After completion of the procedures set forth in Section 13.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the City for purposes including, but not limited to, the following:

(1) Failure of Grantee to pay the City sums due under the terms of this Franchise;

(2) Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee;

(3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements; and,

(4) Failure to comply with the Customer Service Standards of the City, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

(E) The City shall give Grantee written notice of any withdrawal under this Section upon such withdrawal. Within 7 days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise.

(F) Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with Customer Service Standards of the City, as the same may be amended from time to time by the City Council in its sole discretion acting by ordinance or resolution. Any requirement in Customer Service Standards for a "local" telephone number may be met by the provision of a toll-free number. The Customer Services Standards in effect as of the Effective Date of this Franchise are attached as Exhibit B. Grantee reserves the right to challenge any customer service standards which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in Applicable Law.

6.3 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the City a sample of the Subscriber contract or service agreement then in use.

6.4 Advance Notice to City

The Grantee shall use reasonable efforts to furnish information provided to Subscribers or the media in the normal course of business to the City in advance.

6.5 Identification of Local Franchise Authority on Subscriber Bills

Within 60 days after written request from the City, Grantee shall place the City's phone number on its Subscriber bills, to identify where a Subscriber may call to address escalated complaints.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the City. The City, including the City's Auditor or their authorized representative, shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the City access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate or a third party. The City may, in writing, request copies of any such records or books and Grantee shall provide such copies within 30 days of the transmittal of such request. One copy of all reports and records required under this or any other section shall be furnished to the City, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within 10 days, that the City inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to the City upon written request as set forth above, and if the City determines that an examination of such records is necessary or appropriate for the performance of any of the City's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

The City agrees to treat as confidential any books or records that constitute proprietary or confidential information under Applicable Law, to the extent Grantee makes the City aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or federal

law. If the City believes it must release any such confidential books and records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the City receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the City shall, so far as consistent with Applicable Law, advise Grantee and provide Grantee with a copy of any written request by the Party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by Applicable Law, it shall deny access to any of Grantee's books and records marked confidential as set forth above to any Person. Grantee shall reimburse the City for all reasonable costs and attorneys' fees incurred in any legal proceedings pursued under this Section.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall furnish to the City upon 30 days' written request and subject to Applicable Law:

(1) A complete set of maps showing the exact location of all Cable System equipment and facilities in the Right-of-Way but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the City's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the City. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the Cable System in the City;

(3) Current Subscriber Records and information;

(4) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, all construction activity, and total homes passed for the previous 12 months; and

(5) A list of Cable Services, rates and Channel line-ups.

(B) Subject to Section 7.2, all information furnished to the City is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports

Within 60 days of the City's written request, Grantee shall submit to the City a written report, in a form acceptable to the City, which shall include, but not necessarily be limited to, the following information for the City:

(A) A Gross Revenue statement, as required by Section 3.5 of this Franchise;

(B) A summary of the previous year's activities in the development of the Cable System, including without limitation Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);

(C) The number of homes passed, beginning and ending plant miles, any services added or dropped, and any technological changes occurring in the Cable System;

(D) A statement of planned construction, if any, for the next year; and

(E) A copy or hyperlink of the most recent annual report Grantee filed with the SEC or other governing body.

The Parties agree that the City's request for these annual reports shall remain effective, and need only be made once. Such a request shall require the Grantee to continue to provide the reports annually, until further written notice from the City to the contrary.

7.5 Copies of Federal and State Reports

Within 30 days of a written request, Grantee shall submit to the City copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the City. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under Applicable Law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports

(A) Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. These files shall remain available for viewing to the City during normal business hours at Grantee's local business office.

(B) Within 30 days of a written request, Grantee shall provide the City a quarterly executive summary in the form attached hereto as **Exhibit A**, which shall include the following information from the preceding quarter:

(1) A summary of service calls, identifying the number and nature of the requests and their disposition;

(2) A log of all service interruptions;

(3) A summary of customer complaints referred by the City to Grantee; and

(4) Such other information as reasonably requested by the City.

The Parties agree that the City's request for these summary reports shall remain effective, and need only be made once. Such a request shall require the Grantee to continue to provide the reports quarterly, until further written notice from the City to the contrary.

7.7 Failure to Report

The failure or neglect of Grantee to file any of the reports or filings required under this Franchise or such other reports as the City may reasonably request (not including clerical errors or errors made in good faith), may, at the City's option, be deemed a breach of this Franchise.

7.8 False Statements

Any false or misleading statement or representation in any report required by this Franchise (not including clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the City under this Franchise or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

(A) Educational programming;

(B) Colorado news, weather & information;

(C) National and international news, weather and information;

(D) Colorado sports;

(E) National and international sports;

(F) General entertainment (including movies);

(G) Children/family-oriented;

(H) Arts, culture and performing arts;

(I) Foreign language;

(J) Science/documentary;

(K) Public, Educational and Government Access, to the extent required by this Franchise.

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the City.

(B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee on the Effective Date of this Franchise shall be deemed the mix and quality of Cable Services required under this Franchise throughout its term.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this section, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of grantee, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Grantee shall cooperate with the City, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it

operates the Cable System, and shall be entitled to reasonable costs for its services when it no longer operates the Cable System.

(C) In the event Grantee fails to operate the Cable System for four consecutive days without prior approval of the Manager, or without just cause, the City may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Grantee restores service under conditions acceptable to the City or a permanent Cable Operator is selected. If the City is required to fulfill this obligation for Grantee, Grantee shall reimburse the City for all reasonable costs or damages that are the result of Grantee's failure to perform.

8.6 Services for People With Disabilities

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

SECTION 9. ACCESS

9.1 Designated Access Providers

(A) The City shall have the sole and exclusive responsibility for identifying the Designated Access Providers, including itself for Access purposes, to control and manage the use of any or all Access Facilities provided by Grantee under this Franchise. As used in this Section, such "Access Facilities" includes the Channels, services, facilities, equipment, technical components or financial support provided under this Franchise, which is used or useable by and for Public Access, Educational Access, and Government Access ("PEG" or "PEG Access").

(B) Grantee shall cooperate with the City in the City's efforts to provide Access programming, but will not be responsible or liable for any damages resulting from a claim in connection with the programming placed on the Access Channels by the Designated Access Provider.

9.2 Channel Capacity and Use

(A) Grantee shall continue to make available to City two (2) Downstream Channels for PEG use as provided for in this Section.

(B) Grantee shall have the right to temporarily use any Channel, or portion thereof, which is allocated under this Section for Public, Educational, or Governmental Access use, within 60 days after a written request for such use is submitted to the City, if such Channel is not "fully utilized" as defined herein. A Channel shall be considered fully utilized if substantially unduplicated programming is delivered over it more than an average of 38 hours per week over a six-month period. Programming that is repeated on an Access Channel up to two times per day shall be considered "unduplicated programming." Character-generated programming shall be included for purposes of this section, but may be counted toward the total average hours only with respect to three Channels provided to the City. If a Channel allocated for Public, Educational, or Governmental Access use will be used by Grantee in accordance with the terms of this section, the institution to which the Channel has been allocated shall have the right to require the return of the

Channel or portion thereof. The City shall request return of such Channel space by delivering written notice to Grantee stating that the institution is prepared to fully utilize the Channel, or portion thereof, in accordance with this section. In such event, the Channel or portion thereof shall be returned to such institution within 60 days after receipt by Grantee of such written notice.

(C) Standard Definition ("SD") Digital Access Channel.

(1) Grantee shall continue to provide one (1) Activated Downstream Channel for PEG Access use in a standard definition ("SD") digital format in Grantee's Basic Service ("SD Access Channel"). Grantee shall carry all components of the SD Access Channel Signals provided by a Designated Access Provider, including without limitation closed captioning, stereo audio, and other elements associated with the programming. A Designated Access Provider shall be responsible for providing the SD Access Channel Signal in an SD format to the demarcation point at the designated point or origination for the SD Access Channel. Grantee shall transport and distribute the SD Access Channel signal on its Cable System and shall not unreasonably discriminate against SD Access Channels with respect to accessibility, functionality, and to the application of all Applicable Laws, including without limitation the FCC's Subpart K Channel signal standards.

(2) With respect to signal quality, Grantee shall not be required to carry a SD Access Channel in a higher quality format than that of the SD Access Channel signal delivered to Grantee, but Grantee shall distribute the SD Access Channel signal without degradation. Upon reasonable written request by a Designated Access Provider, Grantee shall verify signal delivery to Subscribers with the Designated Access Provider, consistent with the requirements of this Section 9.2(C).

(3) Grantee shall be responsible for costs associated with the transmission of SD Access signals on its side of the demarcation point which for the purpose of this Section 9.2(C)(3), shall mean up to and including the modulator where the City signal is converted into a format to be transmitted over a fiber connection to Grantee. The City or Designated Access Provider shall be responsible for costs associated with SD Access signal transmission on its side of the demarcation point.

(4) SD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service, upon which SD channels are made available. Grantee is not required to provide free SD equipment to Subscribers, including complementary government and educations accounts, nor modify its equipment or pricing policies in any manner.

(D) High Definition ("HD") Digital Access Channel.

(1) Grantee shall continue to provide one (1) activated HD access channel.

(2) The City shall be responsible for providing the HD Access Channel signal in an HD digital format to the demarcation point at the designated point of origination for the HD Access Channel. For purposes of this Franchise, an HD signal refers to a television signal delivering picture resolution of either 720 or 1080, or such other resolution in this same range that Grantee utilizes for other similar non-sport, non-movie programming channels on the Cable System, whichever is greater.

(3) Grantee shall transport and distribute the HD Access Channel signal on its Cable System and shall not unreasonably discriminate against HD Access Channels with respect to accessibility, functionality and to the application of any applicable Federal Communications Commission Rules & Regulations, including without limitation Subpart K Channel signal standards. With respect to signal quality, Grantee shall not be required to carry a HD Access Channel in a higher quality format than that of the HD Access Channel signal delivered to Grantee, but Grantee shall distribute the HD Access Channel signal without degradation. Grantee shall carry all components of the HD Access Channel signals provided by the Designated Access Provider including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. Upon reasonable written request by the City, Grantee shall verify signal delivery to Subscribers with the City, consistent with the requirements of this Section 9.2(D).

(4) HD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service, upon which HD channels are made available. Grantee is not required to provide free HD equipment to Subscribers, including complimentary government and educational accounts, nor modify its equipment or pricing policies in any manner.

(5) The City or any Designated Access Provider is responsible for acquiring all equipment necessary to produce programming in HD.

(6) Grantee shall cooperate with the City to procure and provide, at the City's cost, all necessary transmission equipment from the Designated Access Provider channel origination point, at Grantee's headend and through Grantee's distribution system, in order to deliver the HD Access Channels. The City shall be responsible for the costs of all transmission equipment, including HD modulator and demodulator, and encoder or decoder equipment, and multiplex equipment, required in order for Grantee to receive and distribute the HD Access Channel signal, or for the cost of any resulting upgrades to the video return line. The City and Grantee agree that such expense of acquiring and installing the transmission equipment or upgrades to the video return line qualifies as a capital cost for PEG Facilities within the meaning of the Cable Act 47 U.S.C.A. § 542(g)(20)(C), and therefore is an appropriate use of revenues derived from those PEG Capital fees provided for in this Franchise.

(E) There shall be no restriction on Grantee's technology used to deploy and deliver HD signals so long as the requirements of the Franchise are otherwise met. Grantee may implement HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the

consumer that is reasonably comparable and functionally equivalent to similar commercial HD channels carried on the Cable System. In the event the City believes that Grantee fails to meet this standard, the City will notify Grantee of such concern, and Grantee will respond to any complaints in a timely manner.

9.3 Access Channel Assignments

At present, the Access Channels in use have the following designations and use: SD – Channel 8; and HD – Channel 880. Grantee will use reasonable efforts to minimize the movement of HD Access Channel assignments. Grantee shall also use reasonable efforts to institute common HD Access Channel assignments among the CCUA members served by the same Headend as the City for compatible Access programming, for example, assigning all Educational Access Channels programmed by higher education organizations to the same Channel number. In addition, Grantee will make reasonable efforts to locate HD Access Channels provided pursuant to Section 9.2(D) in a location on its HD Channel line-up that is easily accessible to Subscribers.

9.4 Relocation of Access Channels

Grantee shall provide the City a minimum of 60 days' notice, and use its best efforts to provide one hundred and 120 days' notice, prior to the time Public, Educational, and Governmental Access Channel designations are changed.

9.5 Support for Access Costs

During the term of this Franchise, within one hundred 120 days of a written request from the City, Grantee shall provide to the City up to 0.33% of Grantee's Gross Revenues per month (the "Access Contribution") to be used solely for capital costs related to Public, Educational and Governmental Access, or as may be permitted by Applicable Law. Grantee shall make Access Contribution payments quarterly, following the effective date of this Franchise for the preceding quarter ending March 31, June 30, September 30, and December 31. Each payment shall be due and payable no later than 45 days following the end of the quarter. The City shall have sole discretion to allocate the expenditure of such payments for any capital costs related to Access.

9.6 Access Support Not Franchise Fees

Grantee agrees that capital support for Access Costs arising from or relating to the obligations set forth in this Section shall in no way modify or otherwise affect Grantee's obligations to pay Franchise Fees to the City. Grantee agrees that although the sum of Franchise Fees plus the payments set forth in this Section may total more than 5% of Grantee's Gross Revenues in any 12-month period, the additional PEG Contribution shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise Agreement so long as such support is used for capital Access purposes consistent with this Franchise and Applicable Law.

9.7 Access Channels On Lowest Priced HD Service Tier

All HD Access Channels under this Franchise Agreement shall be included by Grantee, without limitation, as part of the lowest-priced tier of HD Cable Service upon which Grantee provides HD programming content.

9.8 Change In Technology

In the event Grantee makes any change in the Cable System and related equipment and Facilities or in Grantee's signal delivery technology, which directly or indirectly affects the signal quality or transmission of Access services or programming, Grantee shall at its own expense take necessary technical steps or provide necessary technical assistance, including the acquisition of all necessary equipment, and full training of the City's Access personnel to ensure that the capabilities of Access services are not diminished or adversely affected by such change. If the City implements a new video delivery technology that is currently offered and can be accommodated on the Grantee's local Cable System then the same provisions above shall apply. If the City implements a new video delivery technology that is not currently offered on or that cannot be accommodated by the Grantee's local Cable System, then the City shall be responsible for acquiring all necessary equipment, facilities, technical assistance, and training to deliver the signal to the Grantee's headend for distribution to subscribers.

9.9 Technical Quality

Grantee shall maintain all upstream and downstream Access services and Channels on its side of the demarcation point at the same level of technical quality and reliability required by this Franchise Agreement and all other applicable laws, rules and regulations for Residential Subscriber Channels. Grantee shall provide routine maintenance for all transmission equipment on its side of the demarcation point, including modulators, decoders, multiplex equipment, and associated cable and equipment necessary to carry a quality signal to and from the City's facilities for the Access Channels provided under this Franchise Agreement. Grantee shall also provide, if requested in advance by the City, advice and technical expertise regarding the proper operation and maintenance of transmission equipment on the City's side of the demarcation point. The City shall be responsible for all initial and replacement costs of all HD modulator and demodulator equipment. The City shall also be responsible, at its own expense, to replace any of the Grantee's equipment that is damaged by the gross negligence or intentional acts of City staff. The Grantee shall be responsible, at its own expense, to replace any of the Grantee's equipment that is damaged by the gross negligence or intentional acts of Grantee's staff. The City will be responsible for the cost of repairing or replacing any HD PEG Access and web-based video on demand transmission equipment that Grantee maintains that is used exclusively for transmission of the City's or its Designated Access Providers' HD Access programming.

9.10 Access Cooperation

The City may designate any other jurisdiction which has entered into an agreement with Grantee or an Affiliate of Grantee based upon this Franchise Agreement, any CCUA member, the CCUA, or any combination thereof to receive any Access benefit due to the City hereunder, or to

share in the use of Access Facilities hereunder. The purpose of this section shall be to allow cooperation in the use of Access and the application of any provision under this Section as the City in its sole discretion deems appropriate, and Grantee shall cooperate fully with, and in, any such arrangements by the City.

9.11 Return Lines/Access Origination

(A) As of the Effective Date, the return line utilized for the provision of the City's Access programming by the City as of the Effective Date, was constructed into the Arvada City Hall, 8101 Ralston Road, Arvada, Colorado 80002 ("City Hall"). Grantee shall continuously maintain that return line previously constructed to City Hall, throughout the Term of the Franchise, in order to enable the distribution of Access programming to Residential Subscribers on the Access Channels; provided however that Grantee's maintenance obligations with respect to the return line at City Hall shall cease if that location is no longer used in the future by the City to originate Access programming or to transmit Access programming to Grantee.

(B) Grantee shall construct and maintain new Fiber Optic return lines to the Headend from production facilities of new or relocated Designated Access Providers, including the City if it relocates the Access Facilities or return line provided pursuant to this Section 9.11(A), delivering Access programming to Residential Subscribers as requested in writing by the City. All actual construction costs incurred by Grantee from the nearest interconnection point to the Designated Access Provider shall be paid by the City or the Designated Access Provider. New return lines shall be completed within one year from the request of the City or its Designated Access Provider, or as otherwise agreed to by the Parties. If an emergency situation necessitates movement of production facilities to a new location, the Parties shall work together to complete the new return line as soon as reasonably possible.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to Applicable Law – including all ordinances, resolutions, regulations, and rules of the City – and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

10.2 Right-of-Way Meetings

Grantee will regularly attend and participate in meetings of the City, of which the Grantee is made aware, regarding Right-of-Way issues that may impact the Cable System.

10.3 Joint Trenching/Boring Meetings

Grantee will regularly attend and participate in planning meetings of the City, of which the Grantee is made aware, to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of

Right-of-Way cuts within the City.

10.4 General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices.

10.5 Permits Required for Construction

Prior to doing any work in the Right-of Way or other public property, Grantee shall apply for, and obtain, appropriate permits from the City. As part of the permitting process, the City may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite City permits received by Grantee.

10.6 Emergency Permits

In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within 48 hours after discovery of the emergency.

10.7 Compliance with Applicable Codes

(A) City Construction Codes. Grantee shall comply with all applicable City construction codes, including, without limitation the International Building Code and other building codes, the International Fire Code, the National Electrical Code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and zoning codes and regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and any other Applicable Laws.

(C) Safety Codes. Grantee shall comply with all federal, State and City safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

10.8 GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules and regulations of the City regarding geographic information mapping systems for users of the Rights-of-Way.

10.9 Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the City may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

10.10 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.11 Hazardous Substances

(A) Grantee shall comply with all Applicable Laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the City may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to indemnify the City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances caused by Grantee's Cable System.

10.12 Locates

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the City and to the notification association established in C.R.S. § 9-1.5-105, as such may be amended from time to time.

Within 48 hours after any City bureau or franchisee, licensee or permittee notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

10.13 Notice to Private Property Owners

Grantee shall give notice to private property owners of work on or adjacent to private property in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

10.14 Underground Construction and Use of Poles

(A) When required by Applicable Law – including general ordinances, resolutions, regulations, or rules of the City – Grantee's Cable System shall be placed underground at Grantee's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the City or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with the City's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Grantee shall utilize existing poles and conduit wherever possible.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying,

maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles of Grantee shall be located as designated by the proper City authorities.

(E) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or any other Person. Copies of agreements for the use of poles, conduits or other utility facilities must be provided upon request by the City.

10.15 Undergrounding of Multiple Dwelling Unit Drops

In cases of single site Multiple Dwelling Units, Grantee shall minimize the number of individual aerial drop cables by installing multiple drop cables underground between the pole and Multiple Dwelling Unit where determined to be technologically feasible in agreement with the owners and/or owner's association of the Multiple Dwelling Units.

10.16 Burial Standards

(A) Depths. Unless otherwise required by law, Grantee, and its contractors, shall comply with the following burial depth standards. In no event shall Grantee be required to bury its cable deeper than electric or gas facilities, or existing telephone facilities in the same portion of the Right-of-Way, so long as those facilities have been buried in accordance with Applicable Law:

> Underground cable drops from the curb shall be buried at a minimum depth of twelve (12) inches, unless a sprinkler system or other construction concerns preclude it, in which case, underground cable drops shall be buried at a depth of at least six (6) inches.
>
> Feeder lines shall be buried at a minimum depth of eighteen (18) inches.
>
> Trunk lines shall be buried at a minimum depth of thirty-six (36) inches.
>
> Fiber Optic cable shall be buried at a minimum depth of thirty-six (36) inches.

In the event of a conflict between this section and the provisions of any customer service standard, this section shall control.

(B) Timeliness. Cable drops installed by Grantee to residences shall be buried according to these standards within one calendar week of initial installation, or at a time mutually-agreed upon between the Grantee and the Subscriber. When freezing surface conditions prevent Grantee from achieving such timetable, Grantee shall apprise the Subscriber of the circumstances and the revised schedule for burial, and shall provide the Subscriber with Grantee's telephone number and instructions as to how and when to call Grantee to request burial of the line if the revised schedule is not met.

10.17 Cable Drop Bonding

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

10.18 Prewiring

Any ordinance or resolution of the City which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

10.19 Repair and Restoration of Property

(A) The Grantee shall protect public and private property from damage. If damage occurs, the Grantee shall promptly notify the property owner within 24 hours in writing.

(B) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within 30 days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the City.

(D) Private Property. Upon completion of the work which caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within 72 hours, considering the nature of the work that must be performed. Grantee shall also perform such restoration in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

10.20 Acquisition of Facilities

Upon Grantee's acquisition of Cable System-related facilities in any City Right-of-Way, or upon the addition to the City of any area in which Grantee owns or operates any such facility, Grantee shall, at the City's request, submit to the City a statement describing all such facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

10.21 Discontinuing Use/Abandonment of Cable System Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for the City's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the City permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the City may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The City may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City. Until such time as Grantee removes or modifies the facility as directed by the City, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the City may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

10.22 Movement of Cable System Facilities For City Purposes

The City shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the City for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes). Such work shall be performed at the Grantee's expense. Except during an emergency, the City shall provide reasonable notice to Grantee, not to be less than 45 business days or as otherwise required by Applicable Law, and allow Grantee with the opportunity to perform such action. In the event of any capital improvement project exceeding $500,000 in expenditures by the City which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the City shall provide at least 60 days' written notice to Grantee. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City. If the City requires Grantee to relocate its facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of such funds.

If the Grantee fails to complete this work within the time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Grantee's Cable System. Within 30 days of receipt of an itemized list of those costs, the Grantee shall pay the City.

10.23 Movement of Cable System Facilities for Other Franchise Holders

If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another City franchise holder, Grantee shall, after at least 30 days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee shall require that the costs associated with the removal or relocation be paid by the benefited party.

10.24 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

10.25 Reservation of City Use of Right-of-Way

Nothing in this Franchise shall prevent the City or public utilities owned, maintained or operated by public entities other than the City from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

10.26 Tree Trimming

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the City's Rights-of-Way which interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulations of the City regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below 30 feet above sidewalk grade until one-week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at his or her own expense during this one-week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this section, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

10.27 Inspection of Construction and Facilities

The City may inspect any of Grantee's facilities, equipment or construction at any time upon at least 24 hours' notice, or, in case of emergency, upon demand without prior notice. The City shall have the right to charge generally applicable inspection fees therefore. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City

has the right to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so, and to charge Grantee therefore.

10.28 Stop Work

(A) On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City.

(B) The stop work order shall:

(1) Be in writing;

(2) Be given to the Person doing the work, or posted on the work site;

(3) Be sent to Grantee by overnight delivery at the address given herein;

(4) Indicate the nature of the alleged violation or unsafe condition; and

(5) Establish conditions under which work may be resumed.

10.29 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other Applicable Law governing the work performed by them.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network

(A) Grantee's Cable System shall consist of a mix of fiber to the premises and HFC and shall provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver the greater of one hundred (100) Channels or the maximum number of Channels of digital video programming services to Subscribers that Grantee provides to any other jurisdiction in Colorado, provided that the Grantee reserves the right to seek modification of this obligation based on changes in consumer behavior, programming availability, or response to competition, which modification shall not be unreasonably denied upon Grantee

showing it continues to provide broad categories of video programming and other services.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

(C) All construction shall be subject to the City's permitting process.

(D) Grantee and City shall meet, at the City's request, to discuss the progress of the design plan and construction.

(E) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(F) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

11.2 Technology Assessment

(A) The City may notify Grantee on or after five years after the Effective Date, that the City will conduct a technology assessment of Grantee's Cable System. The technology assessment may include without limitation determining whether Grantee's Cable System technology and performance are consistent with current technical practices and range and level of services existing in the 15 largest U.S. cable systems owned and operated by Grantee's Parent Corporation or Affiliates pursuant to franchises that have been renewed or extended since the Effective Date.

(B) Grantee shall cooperate with the City to provide necessary non-confidential and proprietary information upon the City's reasonable request as part of the technology assessment.

(C) At the discretion of the City, findings from the technology assessment may be included in any proceeding commenced for the purpose of identifying future cable-related community needs and interests undertaken by the City pursuant to 47 U.S.C. § 546.

11.3 Standby Power

Grantee's Cable System Headend shall be capable of providing at least 12 hours of emergency operation. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four hours. This outage plan and evidence of requisite implementation resources shall be presented to the City no later than 30 days following receipt of a request.

11.4 Emergency Alert Capability

Grantee shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the City shall be permitted to participate in or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

11.5 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC), State and local technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

11.6 Cable System Performance Testing

(A) Grantee shall provide to the City a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscriber and shall provide the City with any amendments or modifications to the process at such time as they are made.

(B) Grantee shall, at Grantee's expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the City for a period of at least one year, and individual Subscriber complaints from the City for a period of at least three years, and make such information available to the City upon reasonable request.

(C) Grantee shall maintain written records of all results of its Cable System tests, performed by or for Grantee. Copies of such test results will be provided to the City upon reasonable request.

(D) Grantee shall perform any tests required by the FCC.

11.7 Additional Tests

Where there exists other evidence which in the judgment of the City casts doubt upon the reliability or technical quality of Cable Service, the City shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the City in performing such testing and shall prepare the results and a report, if requested, within 30 days after testing. Such report shall include the following information:

(A) the nature of the complaint or problem which precipitated the special tests;

(B) the Cable System component tested;

(C) the equipment used and procedures employed in testing;

(D) the method, if any, in which such complaint or problem was resolved; and

(E) any other information pertinent to said tests and analysis which may be required.

SECTION 12. SERVICE AVAILABILITY

(A) In General. Except as otherwise provided in herein, Grantee shall provide Cable Service within seven days of a request by any Person within the City. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Except as otherwise provided herein, Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement.

(2) At a non-discriminatory installation charge for a standard installation, consisting of a 125-foot drop connecting to an inside wall for Residential Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations, adopted by Grantee and provided in writing to the City;

(3) At non-discriminatory monthly rates for Residential Subscribers.

(B) Service to Multiple Dwelling Units. Consistent with this Section 12.1, the Grantee shall offer the individual units of a Multiple Dwelling Unit all Cable Services offered to other Dwelling Units in the City and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the Grantee having legal access to said unit. The City acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit.

(C) Customer Charges for Extensions of Service. Grantee agrees to extend its Cable System to all persons living in areas with a residential density of 35 residences per mile of Cable System plant. If the residential density is less than 35 residences per 5,280 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and customers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 5,280 cable-bearing strand feet of its trunk or distribution cable and whose

denominator equals 35. Customers who request service hereunder will bear the remainder of the construction and other costs on a pro-rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential customers be paid in advance.

(D) Grantee shall, at no cost to the City, provide one outlet of Basic Service and Digital Starter Service to all City owned and occupied buildings, schools and public libraries located in areas where Grantee provides Cable Service, so long as these facilities are already served or are located within 150 feet of its Cable System. For purposes of this subsection, "school" means all State-accredited K-12 public and private schools. Such obligation to provide free Cable Service shall not extend to areas of City buildings where the Grantee would normally enter into a commercial contract to provide such Cable Service (e.g., golf courses, airport restaurants and concourses, and recreation center work out facilities). Outlets of Basic and Digital Starter Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Such outlets may only be used for lawful purposes. The Cable Service provided shall not be distributed beyond the originally installed outlets without authorization from Grantee, which shall not be unreasonably withheld.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remedying Franchise Violations

(A) If the City reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the City shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have 30 days from the receipt of such notice to:

(1) respond to the City, contesting the City's assertion that a default has occurred, and requesting a meeting in accordance with Section 13.1(B), below;

(2) cure the default; or,

(3) notify the City that Grantee cannot cure the default within the 30 days, because of the nature of the default. In the event the default cannot be cured within thirty 30 days, Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting in accordance with Section 13.1(B) below to determine whether additional time beyond the thirty 30 days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under Section 13.1(A)(3), or denies the default and requests a meeting in accordance with Section 13.1(A)(1), or the City orders a meeting in accordance with Section 13.1(A)(3), the City shall set a meeting to investigate said issues or the existence of the alleged default. The City shall notify Grantee of the meeting in writing and such meeting shall

take place no less than 30 days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the City determines that a default exists, the City reserves the right to seek any remedy that may be available at law or in equity, including without limitation, revocation, and Grantee reserves the right to assert any defenses it may have to the City's position.

(D) No provision of this Franchise shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

13.2 Procedures in the Event of Termination or Revocation

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the City may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the City's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in Section 13.3, below.

(B) In the event that a sale has not been completed in accordance with Sections 13.2(A)(1) or (A)(2) above, the City may order the removal of the above-ground Cable System facilities and such underground facilities from the City at Grantee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, Grantee shall refill, at is own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by Section 13.2(B) to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs incurred within 30 days after receipt of an itemized list of the costs, or the City may recover the costs through the letter of credit provided by Grantee.

(D) The City may seek legal and equitable relief to enforce the provisions of this

Franchise.

13.3 Purchase of Cable System

(A) If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the City shall have the option to purchase the Cable System.

(B) The City may, at any time thereafter, offer in writing to purchase Grantee's Cable System. Grantee shall have 30 days from receipt of a written offer from the City within which to accept or reject the offer.

(C) In any case where the City elects to purchase the Cable System, the purchase shall be closed within 120 days of the date of the City's audit of a current profit and loss statement of Grantee. The City shall pay for the Cable System in cash or certified funds, and Grantee shall deliver appropriate bills of sale and other instruments of conveyance.

(D) For the purposes of this section, the price for the Cable System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Grantee's Cable System valued as a going concern, but with no value allocated to the Franchise itself. In order to obtain the fair market value, this valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Grantee which the City would assume.

(2) In the case of revocation for cause, the equitable price of Grantee's Cable System.

13.4 Receivership and Foreclosure

(A) At the option of the City, subject to Applicable Law, this Franchise may be revoked 120 days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within 120 days of appointment; or

(2) The receivers or trustees have, within 120 days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the City may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The City has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the City to assume and be bound by all of the terms and conditions of this Franchise.

13.5 No Monetary Recourse Against the City

Grantee shall not have any monetary recourse against the City or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of Applicable Law. The rights of the City under this Franchise are in addition to, and shall not be read to limit, any immunities the City may enjoy under Applicable Law.

13.6 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the City, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the City, or until the Franchise is revoked and a new franchisee is selected by the City; or obtain an injunction requiring the Grantee to continue operations. If the City is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the City or its designee for all reasonable costs, expenses and damages incurred.

13.7 What Constitutes Abandonment

The City shall be entitled to exercise its options in Section 13.6 if:

(A) The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for 4 consecutive days, unless the City authorizes a longer interruption of service; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal

(A) The City and Grantee agree that any proceedings undertaken by the City that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of Applicable Law.

(B) In addition to the procedures set forth in said Section 626(a) of the Cable Act, the City agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then-current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and the City agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the City and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the City may grant a renewal thereof. Grantee and the City consider the terms set forth in this section to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and the City are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis so long as consistent with the City Charter, with the same terms and conditions as provided in the Franchise, and the Grantee and the City shall continue to comply with all obligations and duties under the Franchise.

14.2 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the City, which consent shall be by the City Council, acting by ordinance or resolution.

(B) The Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the City for its approval of a sale or transfer and furnish all information required by law and the City.

(D) In seeking the City's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of Applicable Law, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the City may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The City shall act by ordinance or resolution on the request within 120 days of the request, provided it has received all information required by this Franchise or by Applicable Law. The City and the Grantee may by mutual agreement, at any time, extend the 120-day period. Subject to the foregoing, if the City fails to render a final decision on the request within 120 days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

(F) Within 30 days of any transfer or sale, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this section, the prior approval of the City shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the City and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this

Franchise.

SECTION 15. SEVERABILITY

If any section, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other section, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Preferential or Discriminatory Practices Prohibited

NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

16.2 Notices

Throughout the term of the Franchise, each Party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the City or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Comcast of California/Colorado/Florida/Oregon, Inc.
8000 E. Iliff Ave.
Denver, CO 80231
Attn: Government Affairs

With a copy to

Comcast Cable
Attn: Government Affairs Department
1701 JFK Blvd, 49th Floor
Philadelphia, PA 19103

The City's address shall be:

City of Arvada
8101 Ralston Road
Arvada, Colorado 80001-8101
Attn: City Manager
Cc: City Attorney

16.3 Descriptive Headings

The headings and titles of the Sections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

16.4 Publication Costs to be Borne by Grantee

Grantee shall reimburse the City for all costs incurred in publishing this Franchise, if such publication is required.

16.5 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

16.6 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither Party is authorized to, nor shall either Party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

16.7 Waiver

The failure of the City at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.8 Reasonableness of Consent or Approval

Whenever under this Franchise "reasonableness" is the standard for the granting or denial of the consent or approval of either Party hereto, such Party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

16.9 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

16.10 Jurisdiction

Venue for any judicial dispute between the City and Grantee arising under or out of this Franchise shall be in Jefferson County District Court, Colorado, or in the United States District Court in Denver.

IN WITNESS WHEREOF, this Franchise is signed in the name of the City of Arvada, Colorado this ___ day of _____, 2026.

ATTEST:	CITY OF ARVADA, COLORADO:
_____	_____
City Clerk	Mayor
APPROVED AS TO FORM:	RECOMMENDED AND APPROVED:
_____	_____
City Attorney	City Manager

Accepted and approved this _____ day of _____, 2026.

COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A: REPORT FORM

Comcast
Quarterly Executive Summary - Escalated Complaints
Section 7.6 (B) of our Franchise Agreement
Quarter Ending _____, Year
ARVADA, COLORADO

Type of Complaint	Number of Calls
Accessibility	0
Billing, Credit and Refunds	0
Courtesy	0
Drop Bury	0
Installation	0
Notices/Easement Issues (Non-Rebuild)	0
Pedestal	0
Problem Resolution	0
Programming	0
Property Damage (Non-Rebuild)	0
Rates	0
Rebuild/Upgrade Damage	0
Rebuild/Upgrade Notices/Easement Issues	0
Reception/Signal Quality	0
Safety	0
Service and Install Appointments	0
Service Interruptions	0
Serviceability	0
TOTAL	**0**

Compliments	

EXHIBIT B: CUSTOMER SERVICE STANDARDS

Introduction

The purpose of the Standards is to establish uniform requirements for the quality of service cable operators are expected to offer their customers in the City of Arvada (the "City" or "Franchise Authority") area. The Standards are subject to change from time to time.

The Franchise Authority encourages the Cable Operator to exceed these standards in their day-to-day operations and as such, understands that the Cable Operator may modify their operations in exceeding these standards.

The Standards incorporate the Customer Service Obligations published by the Federal Communications Commission (Section 76.309), April, 1993 and customer service standards of cable television service providers operating in Colorado. Based upon the City's assessment of the needs of citizens, the City has adopted, modified and created standards specially tailored to the City, based upon the model standards adopted by the Colorado Communications and Utility Alliance (the "CCUA").

The Standards require the cable operator, in certain circumstances, to post a security fund or letter of credit ensuring Customer Service. The security fund is to be used when the cable company fails to respond to a citizen complaint that the franchising authority determines is valid, and to provide a mechanism by which to impose remedies for noncompliance. It is the sincere hope and intention of the City that the security fund will never need to be drawn upon; however, the City believes that some enforcement measures are necessary.

CITY OF ARVADA

CUSTOMER SERVICE STANDARDS

I. POLICY

The Cable Operator should resolve citizen complaints without delay and interference from the Franchising Authority.

Where a given complaint is not addressed by the Cable Operator to the citizen's satisfaction, the Franchising Authority should intervene. In addition, where a pattern of unremedied complaints or noncompliance with the Standards is identified, the Franchising Authority should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the noncompliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

These Standards are intended to be of general application, and are expected to be met under normal operating conditions; however, the Cable Operator shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the event of force majeure affecting a significant portion of the franchise area. The Cable Operator is free to exceed these

Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

These Standards supersede any contradictory or inconsistent provision in federal, state or local law (Source: 47 U.S.C. § 552(a)(1) and (d)), provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and a Franchise Agreement, the Franchise Agreement shall control.

These Standards apply to the provision of any Cable Service, provided by a Cable Operator over a Cable System, within the City of Arvada.

II. DEFINITIONS

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below.

"Adoption" shall mean the process necessary to formally enact the Standards within the Franchising Authority's jurisdiction under applicable ordinances and laws.

"Affiliate" shall mean any person or entity that is owned or controlled by, or under common ownership or control with, a Cable Operator, and provides any Cable Service or Other Service.

"Applicable Law" means, with respect to these standards and any Cable Operator's privacy policies, any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

"Cable Operator" shall mean any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System. Source: 47 U.S.C. § 522(5).

"Cable Service" shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Source: 47 U.S.C. § 522(6). For purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by a television broadcast station. Source: 47 U.S.C. § 522(20). "Other programming service" is information that a Cable Operator makes available to all subscribers generally. Source: 47 U.S.C. § 522(14).

"Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include: (A) a facility that serves only to retransmit the televisions signals of one or more television broadcast stations, or (B) a facility that serves subscribers without using any public right of way. Source: 47 U.S.C. § 522(7).

“Colorado Communications and Utilities Alliance” or “CCUA” shall mean an association comprised primarily of local governmental subdivisions of the State of Colorado, or any successor entity. The CCUA may, on behalf of its members, be delegated the authority to review, investigate or otherwise take some related role in the administration or enforcement of any functions under these Standards.

“Contractor” shall mean a person or entity that agrees by contract to furnish materials or perform services for another at a specified consideration.

“Customer” shall mean any person who receives any Cable Service from a Cable Operator.

“Customer Service Representative” (or “CSR”) shall mean any person employed with or under contract or subcontract to a Cable Operator to assist, or provide service to, customers, whether by telephone, writing service or installation orders, answering customers' questions in person, receiving and processing payments, or performing any other customer service-related tasks.

“Escalated complaint” shall mean a complaint that is referred to a Cable Operator by the Franchising Authority.

“Franchising Authority” shall mean the City.

“Necessary” shall mean required or indispensable.

“Non-cable-related purpose” shall mean any purpose that is not necessary to render or conduct a legitimate business activity related to a Cable Service or Other Service provided by a Cable Operator to a Customer. Market research, telemarketing, and other marketing of services or products that are not related to a Cable Service or Other Service provided by a Cable Operator to a Customer shall be considered Non-cable-related purposes.

“Normal business hours” shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include at least some evening hours one night per week, and include some weekend hours. Source: 47 C.F.R. § 76.309.

“Normal operating conditions” shall mean those service conditions which are within the control of a Cable Operator. Conditions which are not within the control of a Cable Operator include, but are not necessarily limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of a Cable Operator include, but are not necessarily limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade to the Cable System.

“Other Service(s)” shall mean any wire or radio communications service provided using any of the facilities of a Cable Operator that are used in the provision of Cable Service.

“Personally Identifiable Information” shall mean specific information about an identified Customer, including, but not be limited to, a Customer's (a) login information for the use of Cable Service and management of a Customer’s Cable Service account, (b) extent of viewing of video

programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, or (h) any other personal or private information. "Personally Identifiable Information" shall not mean any aggregate information about Customers which does not identify particular persons, or information gathered by a Cable Operator necessary to install, repair or service equipment or Cable System facilities at a Customer's premises.

"Service interruption" or "interruption" shall mean the loss or substantial impairment of picture or sound on one or more cable television channels.

"Service outage" or "outage" shall mean a loss or substantial impairment in reception on all channels.

"Subcontractor" shall mean a person or entity that enters into a contract to perform part or all of the obligations of another's contract.

"City" shall mean the City of Arvada, Colorado.

"Writing" or "written" as the term applies to notification shall include electronic communications.

Any terms not specifically defined in these Standards shall be given their ordinary meaning, or where otherwise defined in applicable federal law, such terms shall be interpreted consistent with those definitions.

III. CUSTOMER SERVICE

A. Courtesy

Cable Operator employees, contractors and subcontractors shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

B. Accessibility

1. A Cable Operator shall provide customer service centers/business offices ("Service Centers") which are conveniently located, and which are open during Normal Business Hours. Service Centers shall be fully staffed with Customer Service Representatives offering the following services to Customers who come to the Service Center: bill payment, equipment exchange, processing of change of service requests, and response to Customer inquiries and request.

Unless otherwise requested by the City, a Cable Operator shall post a sign at each Service Center, visible from the outside of the Service Center, advising Customers of its hours of operation and of the telephone number at which to contact the Cable Operator if the Service Center is not open at the times posted.

The Cable Operator shall use commercially reasonable efforts to implement and promote "self-help" tools and technology, in order to respond to the growing demand of Customers who wish to interact with the Cable Operator on the Customer's own terms and timeline and at their own

convenience, without having to travel to a Service Center. Without limitation, examples of self-help tools or technology may include self-installation kits to Customers upon request; pre-paid mailers for the return of equipment upon Customer request; an automated phone option for Customer bill payments; and equipment exchanges at a Customer's residence in the event of damaged equipment. A Cable Operator shall provide free exchanges of faulty equipment at the customer's address if the equipment has not been damaged in any manner due to the fault or negligence of the customer.

2. A Cable Operator shall maintain local telephone access lines that shall be available twenty-four (24) hours a day, seven (7) days a week for service/repair requests and billing/service inquiries.

3. A Cable Operator shall have dispatchers and technicians on call twenty-four (24) hours a day, seven (7) days a week, including legal holidays.

4. If a customer service telephone call is answered with a recorded message providing the customer with various menu options to address the customer's concern, the recorded message must provide the customer the option to connect to and speak with a CSR within sixty (60) seconds of the commencement of the recording. During Normal Business Hours, a Cable Operator shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to technical service/repair and billing/service inquiry lines are answered by a customer service representative within thirty (30) seconds or less from the time a customer chooses a menu option to speak directly with a CSR or chooses a menu option that pursuant to the automated voice message, leads to a direct connection with a CSR. Under normal operating conditions, this thirty (30) second telephone answer time requirement standard shall be met no less than ninety (90) percent of the time measured quarterly.

5. Under normal operating conditions, a customer shall not receive a busy signal more than three percent (3%) of the time. This standard shall be met ninety (90) percent or more of the time, measured quarterly.

C. Responsiveness

1. Guaranteed Seven-Day Residential Installation

a. A Cable Operator shall complete all standard residential installations or modifications to service requested by customers within seven (7) business days after the order is placed, unless a later date for installation is requested. "Standard" residential installations are those located up to one hundred twenty five (125) feet from the existing distribution system. If the customer requests a nonstandard residential installation, or the Cable Operator determines that a nonstandard residential installation is required, the Cable Operator shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.

b. All underground cable drops to the home shall be buried at a depth of no less than twelve inches (12"), or such other depth as may be required by the Franchise Agreement or local code provisions, or if there are no applicable Franchise or code requirements, at such other depths as may be agreed to by the parties if other construction concerns preclude the twelve inch

requirement , and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the customer.

2. Residential Installation and Service Appointments

a. The "appointment window" alternatives for specific installations, service calls, or other installation activities will be either a specific time, or at a maximum, a four (4) hour time block between the hours of 8:00 a.m. and 6:00 p.m., six (6) days per week. A Cable Operator may schedule service calls and other installation activities outside of the above days and hours for the express convenience of customers. For purposes of this section "appointment window" means the period of time in which the representative of the Cable Operator must arrive at the customer's location.

b. A Cable Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment, unless the customer's issue has otherwise been resolved.

c. If a Cable Operator is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the Cable Operator shall take reasonable efforts to contact the customer promptly, but in no event later than the end of the appointment window. The appointment will be rescheduled, as necessary at a time that is convenient to the customer, within Normal Business Hours or as may be otherwise agreed to between the customer and Cable Operator.

d. A Cable Operator shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by the Cable Operator. In such circumstances, the Cable Operator shall contact the customer within forty-eight (48) hours.

3. Residential Service Interruptions

a. In the event of system outages resulting from Cable Operator equipment failure, the Cable Operator shall correct such failure within 2 hours after the 3rd customer call is received.

b. All other service interruptions resulting from Cable Operator equipment failure shall be corrected by the Cable Operator by the end of the next calendar day.

c. Records of Complaints.

i. A Cable Operator shall keep an accurate and comprehensive file of any complaints regarding the cable system or its operation of the cable system, in a manner consistent with the privacy rights of customers, and the Cable Operator's actions in response to those complaints. These files shall remain available for viewing by the Franchising Authority during normal business hours at the Cable Operator's business office, and shall be retained by the Cable Operator for a period of at least three (3) years.

ii. Upon written request a Cable Operator shall provide the Franchising Authority an executive summary quarterly, which shall include information concerning customer complaints referred by the Franchising Authority to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. These summaries shall be provided within fifteen (15) days after the end of each quarter. Once a request is made, it need not be repeated and quarterly executive summaries shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required.

iii. Upon written request a summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by the Cable Operator for each quarter and submitted to the Franchising Authority by the fifteenth (15th) day of the month after each calendar quarter. Once a request is made, it need not be repeated and quarterly summary of service requests shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint.

d. Records of Service Interruptions and Outages. A Cable Operator shall maintain records of all outages and reported service interruptions. Such records shall indicate the type of cable service interrupted, including the reasons for the interruptions. A log of all service interruptions shall be maintained and provided to the Franchising Authority quarterly, upon written request, within fifteen (15) days after the end of each quarter. Such records shall be submitted to the Franchising Authority with the records identified in Section 3.c.ii above if so requested in writing, and shall be retained by the Cable Operator for a period of three (3) years.

e. All service outages and interruptions for any cause beyond the control of the Cable Operator shall be corrected within thirty-six (36) hours, after the conditions beyond its control have been corrected.

4. TV Reception

a. A Cable Operator shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). A Cable Operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and six a.m. (6:00 a.m.).

b. If a customer experiences poor video or audio reception attributable to a Cable Operator's equipment, the Cable Operator shall:

i. Assess the problem within one (1) day of notification;

ii. Communicate with the customer regarding the nature of the problem and the expected time for repair;

iii. Complete the repair within two (2) days of assessing the problem unless circumstances exist that reasonably require additional time.

c. If an appointment is necessary to address any video or audio reception problem, the customer may choose a block of time described in Section III.C.2.a. At the customer's request, the Cable Operator shall repair the problem at a later time convenient to the customer, during Normal Business Hours or at such other time as may be agreed to by the customer and Cable Operator. A Cable Operator shall maintain periodic communications with a customer during the time period in which problem ascertainment and repair are ongoing, so that the customer is advised of the status of the Cable Operator's efforts to address the problem.

5. Problem Resolution

A Cable Operator's customer service representatives shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within four (4) hours and resolve the problem within forty eight (48) hours or within such other time frame as is acceptable to the customer and the Cable Operator.

6. Billing, Credits, and Refunds

a. In addition to other options for payment of a customer's service bill, a Cable Operator shall make available a telephone payment option where a customer without account irregularities can enter payment information through an automated system, without the necessity of speaking to a CSR.

b. A Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time the Cable Operator may apply an administrative fee to the customer's account. The administrative fee must reflect the average costs incurred by the Cable Operator in attempting to collect the past due payment in accordance with applicable law. If the customer's service bill is not paid within forty-five (45) days of the beginning date of the applicable service period, the Cable Operator may perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the Cable Operator may disconnect the customer's service, provided it has provided two (2) weeks notice to the customer that such disconnection may result.

c. The Cable Operator shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

d. Whenever the Cable Operator offers any promotional or specially priced service(s) its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

7. Treatment of Property

To the extent that a Franchise Agreement does not contain the following procedures for treatment of property, Operator shall comply with the procedures set forth in this Section.

a. A Cable Operator shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by a Cable Operator, any employee or agent of a Cable Operator during installation or construction shall be restored to their prior condition or replaced within seven (7) days, unless seasonal conditions require a longer time, in which case such restoration or replacement shall be made within seven (7) days after conditions permit. Trees and shrubs on private property shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

b. A Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the Franchising Authority, restore any private property to as good condition as before the work causing such disturbance was initiated. A Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities. If compensation is requested by the customer for damage caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner one hundred (100) percent of the actual cost of the damage.

c. Except in the case of an emergency involving public safety or service interruption to a large number of customers, a Cable Operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry, unless such notice is waived by the customer. For purposes of this section, "reasonable notice" shall be considered:

i. For pedestal installation or similar major construction, seven (7) days.

ii. For routine maintenance, such as adding or dropping service, tree trimming and the like, reasonable notice given the circumstances. Unless a Franchise Agreement has a different requirement, reasonable notice shall require, at a minimum, prior notice to a property owner or tenant, before entry is made onto that person's property.

iii. For emergency work a Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Door hangars must describe the issue and provide contact information where the property owner or tenant can receive more information about the emergency work.

Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law.

d. Cable Operator personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

D. Services for Customers with Disabilities

1. For any customer with a disability, a Cable Operator shall deliver and pick up equipment at customers' homes at no charge unless the malfunction was caused by the actions of the customer. In the case of malfunctioning equipment, the technician shall provide replacement equipment, hook it up and ensure that it is working properly, and shall return the defective equipment to the Cable Operator.

2. A Cable Operator shall provide either TTY, TDD, TYY, VRS service or other similar service that are in compliance with the Americans With Disabilities Act and other applicable law, with trained operators who can provide every type of assistance rendered by the Cable Operator's customer service representatives for any hearing-impaired customer at no charge.

3. A Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Section III.D.4) customers.

4. Any customer with a disability may request the special services described above by providing a Cable Operator with a letter from the customer's physician stating the need, or by making the request to the Cable Operator's installer or service technician, where the need for the special services can be visually confirmed.

E. Cable Services Information

1. At any time a customer or prospective customer may request, a Cable Operator shall provide the following information, in clear, concise written form, easily accessible and located on Cable Operator’s website (and in Spanish, when requested by the customer):

a. Products and services offered by the Cable Operator, including its channel lineup;

b. The Cable Operator's complete range of service options and the prices for these services;

c. The Cable Operator's billing, collection and disconnection policies;

d. Privacy rights of customers;

e. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the Cable Operator, and the FCC;

f. Use and availability of parental control/lock out device;

g. Special services for customers with disabilities;

h. Days, times of operation, and locations of the service centers;

2. At a Customer's request, a Cable Operator shall make available either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by CCUA and the Franchising Authority, which shall include at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the CCUA or Franchising Authority does not maintain a website with a complete copy of these Standards, a Cable Operator shall be under no obligation to do so;

If acceptable to a customer, Cable Operator may fulfill customer requests for any of the information listed in this Section by making the requested information available electronically, such as on a website or by electronic mail.

3. Upon written request, a Cable Operator shall meet annually with the Franchising Authority to review the format of the Cable Operator's bills to customers. Whenever the Cable Operator makes substantial changes to its billing format, it will contact the Franchising Authority at least thirty (30) days prior to the time such changes are to be effective, in order to inform the Franchising Authority of such changes.

4. Copies of notices provided to the customer in accordance with Section 5 below shall be filed (by fax or email acceptable) concurrently with the Franchising Authority and the CCUA.

5. A Cable Operator shall provide customers with written notification of any change in rates for nondiscretionary cable services, and for service tier changes that result in a deletion of programming from a customer's service tier, at least thirty (30) days before the effective date of change. For purposes of this section, "nondiscretionary" means the subscribed tier and any other Cable Services that a customer has subscribed to, at the time the change in rates are announced by the Cable Operator.

6. All officers, agents, and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with customers or when working on public property, shall wear on their outer clothing identification cards bearing their name and photograph and identifying them as representatives of the Cable Operator. The Cable Operator shall account for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually identified to the public as working for the Cable Operator. Whenever a Cable Operator work crew is in personal contact with customers or public employees, a supervisor must be able to communicate clearly with the customer or public employee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for the Cable Operator.

7. Each CSR, technician or employee of the Cable Operator in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed. A written estimate of the charges shall be provided to the customer before the actual work is performed.

F. Customer Privacy

1. Cable Customer Privacy. In addition to complying with the requirements in this section, a Cable Operator shall fully comply with all obligations under 47 U.S.C. § 551.

2. Collection and Use of Personally Identifiable Information.

a. A Cable Operator shall not use the Cable System to collect, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (i) used to detect unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or Other Service provided by the Cable Operator to the Customer and as otherwise authorized by applicable law.

b. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent any Affiliate from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. This Section III.F.2.b shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this Section III.F.

c. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent a person or entity (other than an Affiliate) from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service.

3. Disclosure of Personally Identifiable Information. A Cable Operator shall not disclose Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer, unless otherwise authorized by applicable law.

a. A minimum of thirty (30) days prior to making any disclosure of Personally Identifiable Information of any Customer for any Non-Cable related purpose as provided in this Section III.F.3.a, where such Customer has not previously been provided the notice and choice provided for in Section III.F.9, the Cable Operator shall notify each Customer (that the Cable Operator intends to disclose information about) of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers may reference the Customer to his or her options to state a preference for disclosure or non-disclosure of certain information, as provided in Section III.F.10.

b. A Cable Operator may disclose Personally Identifiable Information only to the extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator to the Customer.

c. To the extent authorized by applicable law, a Cable Operator may disclose Personally Identifiable Information pursuant to a subpoena, court order, warrant or other valid legal process authorizing such disclosure.

4. Access to Information. Any Personally Identifiable Information collected and maintained by a Cable Operator shall be made available for Customer examination within thirty (30) days of receiving a request by a Customer to examine such information about themselves at the local offices of the Cable Operator or other convenient place within the City designated by the Cable Operator, or electronically, such as over a website. Upon a reasonable showing by the Customer that such Personally Identifiable Information is inaccurate, a Cable Operator shall correct such information.

5. Privacy Notice to Customers

a. A Cable Operator shall annually mail or provide a separate, written or electronic copy of the privacy statement to Customers consistent with 47 U.S.C. §551(a)(1), and shall provide a Customer a copy of such statement at the time the Cable Operator enters into an agreement with the Customer to provide Cable Service. The written notice shall be in a clear and conspicuous format, which at a minimum, shall be in a comparable font size to other general information provided to Customers about their account as it appears on either paper or electronic Customer communications.

b. In or accompanying the statement required by Section III.F.5.a, a Cable Operator shall state substantially the following message regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:

i. Disclosure pursuant to valid legal process authorized by applicable law.

ii. Disclosure of the name and address of a Customer subscribing to any general programming tiers of service and other categories of Cable Services provided by the Cable Operator that do not directly or indirectly disclose: (A) A Customer's extent of viewing of a Cable Service or Other Service provided by the Cable Operator; (B) The extent of any other use by a Customer of a Cable Service; (C) The nature of any transactions made by a Customer over the Cable System; or (D) The nature of programming or websites that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service, or a package of channels with the same type of programming), provided that with respect to the nature of websites subscribed to or viewed, these are limited to websites accessed by a Customer in connection with programming available from their account for Cable Services.

The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with Section III.F.3.a. If a Customer exercises his or her right to prohibit the disclosure of name and address as provided in Section III.F.3.a or this section, such

prohibition against disclosure shall remain in effect, unless and until the Customer subsequently changes their disclosure preferences as described in Section III.F.9 below.

6. Privacy Reporting Requirements. The Cable Operator shall include in its regular periodic reports to the Franchising Authority required by its Franchise Agreement information summarizing:

a. The type of Personally Identifiable Information that was actually collected or disclosed by Cable Operator during the reporting period;

b. For each type of Personally Identifiable Information collected or disclosed, a statement from an authorized representative of the Cable Operator certifying that the Personally Identifiable Information collected or disclosed was: (A) collected or disclosed to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator; (B) used to the extent Necessary to detect unauthorized reception of cable communications: (C) disclosed pursuant to valid legal process authorized by applicable law; or (D) a disclosure of Personally Identifiable Information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically, or as otherwise authorized by applicable law.

c. The standard industrial classification (SIC) codes or comparable identifiers pertaining to any entities to whom such Personally Identifiable Information was disclosed, except that a Cable Operator need not provide the name of any court or governmental entity to which such disclosure was made pursuant to valid legal process authorized by applicable law;

d. The general measures that have been taken to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or the Cable Operator. A Cable Operator shall meet with Franchising Authority if requested to discuss technology used to prohibit unauthorized access to Personally Identifiable Information by any means.

7. Nothing in this Section III.F shall be construed to prevent the Franchising Authority from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. § 551 and applicable laws.

8. Destruction of Personally Identifiable Information. A Cable Operator shall destroy any Personally Identifiable Information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under Section III.F.4, pursuant to a court order or other valid legal process, or pursuant to applicable law.

9. Notice and Choice for Customers. The Cable Operator shall at all times make available to Customers one or more methods for Customers to use to prohibit or limit disclosures, or permit or release disclosures, as provided for in this Section III.F. These methods may include, for example, online website "preference center" features, automated toll-free telephone systems, live toll-free telephone interactions with customer service agents, in-person interactions with customer service personnel, regular mail methods such as a postage paid, self-addressed post card, an insert included with the Customer's monthly bill for Cable Service, the privacy notice specified in Section III.F.5,

or such other comparable methods as may be provided by the Cable Operator. Website "preference center" features shall be easily identifiable and navigable by Customers, and shall be in a comparable size font as other billing information provided to Customers on a Cable Operator's website. A Customer who provides the Cable Operator with permission to disclose Personally Identifiable Information through any of the methods offered by a Cable Operator shall be provided follow-up notice, no less than annually, of the Customer's right to prohibit these disclosures and the options for the Customer to express his or her preference regarding disclosures. Such notice shall, at a minimum, be provided by an insert in the Cable Operator's bill (or other direct mail piece) to the Customer or a notice or message printed on the Cable Operator's bill to the Customer, and on the Cable Operator's website when a Customer logs in to view his or her Cable Service account options. The form of such notice shall also be provided on an annual basis to the Franchising Authority. These methods of notification to Customers may also include other comparable methods as submitted by the Cable Operator and approved by the Franchising Authority in its reasonable discretion.

G. Safety

A Cable Operator shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever a Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

H. Cancellation of New Services

In the event that a new customer requests installation of Cable Service and is unsatisfied with their initial Cable Service, and provided that the customer so notifies the Cable Operator of their dissatisfaction within 30 days of initial installation, then such customer can request disconnection of Cable Service within 30 days of initial installation, and the Cable Operator shall provide a credit to the customer's account consistent with this Section. The customer will be required to return all equipment in good working order; provided such equipment is returned in such order, then the Cable Operator shall refund the monthly recurring fee for the new customer's first 30 days of Cable Service and any charges paid for installation. This provision does not apply to existing customers who request upgrades to their Cable Service, to discretionary Cable Service such as PPV or movies purchased and viewed On Demand, or to customer moves or transfers of Cable Service. The service credit shall be provided in the next billing cycle.

IV. COMPLAINT PROCEDURE

A. Complaints to a Cable Operator

1. A Cable Operator shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts and shall have such procedures printed and disseminated at the Cable Operator's sole expense, consistent with Section III.E.1.e of these Standards.

2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to a Cable Operator that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with the Cable Operator, or reasonable business practices. If a representative of the Franchising Authority notifies the Cable Operator of a customer complaint that has not previously been made by the customer to the Cable Operator, the complaint shall be deemed to have been made by the customer as of the date of the Franchising Authority's notice to the Cable Operator.

3. At the conclusion of the Cable Operator's investigation of a customer complaint, but in no more than ten (10) calendar days after receiving the complaint, the Cable Operator shall notify the customer of the results of its investigation and its proposed action or credit.

4. A Cable Operator shall also notify the customer of the customer's right to file a complaint with the Franchising Authority in the event the customer is dissatisfied with the Cable Operator's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Franchising Authority.

5. A Cable Operator shall immediately report all customer Escalated complaints that it does not find valid to the Franchising Authority.

6. A Cable Operator's complaint procedures shall be filed with the Franchising Authority prior to implementation.

B. Complaints to the Franchising Authority

1. Any customer who is dissatisfied with any proposed decision of the Cable Operator or who has not received a decision within the time period set forth below shall be entitled to have the complaint reviewed by the Franchising Authority.

2. The customer may initiate the review either by calling the Franchising Authority or by filing a written complaint together with the Cable Operator's written decision, if any, with the Franchising Authority.

3. The customer shall make such filing and notification within twenty (20) days of receipt of the Cable Operator's decision or, if no decision has been provided, within thirty (30) days after filing the original complaint with the Cable Operator.

4. If the Franchising Authority decides that further evidence is warranted, the Franchising Authority shall require the Cable Operator and the customer to submit, within ten (10) days of

notice thereof, a written statement of the facts and arguments in support of their respective positions.

5. The Cable Operator and the customer shall produce any additional evidence, including any reports from the Cable Operator, which the Franchising Authority may deem necessary to an understanding and determination of the complaint.

6. The Franchising Authority shall issue a determination within fifteen (15) days of receiving the customer complaint, or after examining the materials submitted, setting forth its basis for the determination.

7. The Franchising Authority may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

C. Security Fund or Letter of Credit

A Cable operator shall comply with any Franchise Agreement regarding Letters of Credit. If a Franchise Agreement is silent on Letter of Credit the following shall apply:

1. Within thirty (30) days of the written notification to a Cable Operator by the Franchising Authority that an alleged Franchise violation exists, a Cable Operator shall deposit with an escrow agent approved by the Franchising Authority fifty thousand dollars ($50,000) or, in the sole discretion of the Franchising Authority, such lesser amount as the Franchising Authority deems reasonable to protect subscribers within its jurisdiction. Alternatively, at the Cable Operator's discretion, it may provide to the Franchising Authority an irrevocable letter of credit in the same amount. A letter of credit or cash deposit, with the approval of the Franchising Authority, may be posted jointly for more than one member of the CCUA, and may be administered, and drawn upon, jointly by the CCUA or drawn upon individually by each member; provided however that if such letter of credit or cash deposit is provided to CCUA on behalf of more than one of its members, the letter of credit or cash deposit may, in the sole discretion of CCUA and its effected members, be required in an amount not to exceed one hundred thousand dollars ($100,000).

The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Franchising Authority. The escrowed funds or letter of credit shall be maintained by a Cable Operator at the amount initially required, even if amounts are withdrawn pursuant to any provision of these Standards, until any claims related to the alleged Franchise violation(s) are paid in full.

2. The Franchising Authority may require the Cable Operator to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.

3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by a Cable Operator of all its obligations under these Customer Service Standards.

4. The rights reserved to the Franchising Authority with respect to the Security Fund are in addition to all other rights of the Franchising Authority, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with

respect to same shall in any way affect, or diminish, any other right the Franchising Authority may otherwise have.

D. Verification of Compliance

A Cable Operator shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Franchising Authority.

E. Procedure for Remedying Violations

1. If the Franchising Authority has reason to believe that a Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising Authority may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.

2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Franchising Authority determines in its sole discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Franchising Authority may:

a. Impose assessments of up to one thousand dollars ($1,000.00) per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied;

b. Order such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards;

c. Reverse any decision of the Cable Operator in the matter;

d. Grant a specific solution as determined by the Franchising Authority; or

e. Except for in emergency situations, withhold licenses and permits for work by the Cable Operator or its subcontractors in accordance with applicable law.

V. MISCELLANEOUS

A. Severability

Should any section, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

B. Non-Waiver

Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of a Cable Operator under said provision, or any other provision of these Standards.

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 8.C.2.

TO: THE HONORABLE CITY COUNCIL DATE: July 7, 2026

SUBJECT: PROJECT: Annexation, Rezoning and Conditional Use for Revival Industrial, a 5.3980 acre parcel of land approximately located south of State Highway 72, east of 15350 State Highway 72, in the City of Arvada, County of Jefferson, State of Colorado

Report in Brief

This is a project that includes three ordinances that require separate votes. The staff report and other supporting documents are associated with this item 8.C.2 and each ordinance and the supporting documents are associated with the appropriate items 8.C.2(A)(B)(C).

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Julia Duncan, Senior Planner	06/24/2026
Josie Suk, Development Systems and Administrative Manager	06/24/2026
Rob Smetana, Planning Manager	06/24/2026
Jessica Garner, Director of Community and Economic Development	06/24/2026
Gail Walker, Legal Specialist-Contracts	06/24/2026
Kelsy Sargent, Assistant City Attorney	06/25/2026
Rachel Morris, City Attorney	06/25/2026
Allison Scheck, Deputy City Manager	06/25/2026
Don Wick, City Manager	06/29/2026

Enclosure, exhibits & attachments required to support the report

City of Arvada
Community and Economic Development Department
PUBLIC HEARING STAFF REPORT

Revival Industrial
Annexation, Rezoning, and Conditional Use
DA2025-0015

NATURE OF REQUEST

The development project is for an approximately 56,000 square foot building on a vacant 5.3980-acre parcel of land near CO-72 and Indiana St. The lot is in unincorporated Jefferson County. The applicant is requesting an Annexation and Rezoning to the MX-S (Mixed-Use, Suburban) Zoning District for the site. The building would be leased to light-industrial business uses which requires Conditional Use approval in the MX-S Zone District.

LOCATION AND HISTORY

The subject property is located on the south side of State Highway 72 southwest of the Welton Reservoir and .36 miles west of Indiana Street, in unincorporated Jefferson County. A Phase I Environmental Site Assessment revealed the property was first developed as grazing land contiguous with the adjoining property with an elevated Union Pacific railroad track present on the adjoining property to the south. Currently, the property is vacant.

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 May 29, 2024. Representatives for the project, City Staff, and four (4) additional community members were in attendance. Four neighbors attended and asked questions related to potential future users, traffic, water availability, and future development possibilities along Highway 72. All neighbors appeared supportive of the project. 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 1,500 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 March 20, 2025, and completed four (4) 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

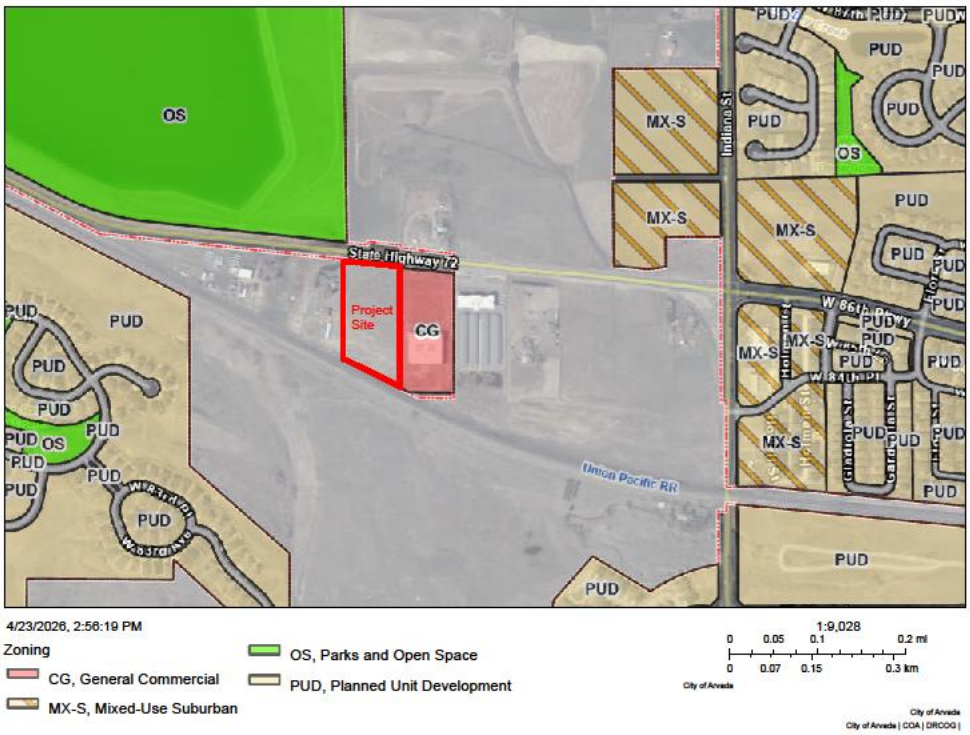
The subject property is located in unincorporated Jefferson County and currently zoned SR-2, low density residential, and the surrounding uses are mixed. The property is also located in the Northwest Arvada Sub-Area Plan. The Northwest Arvada sub-area focuses on two areas generally located along State Highway 72 in the area east of Highway (SH) 93 to Indiana Street and along Indiana Street between the railroad right of-way on the south and the City boundary on the north. The Sub-area plan consists of two areas defined as Phase I and Phase 2. The property is located in the Phase 1 area.

There are two self-storage unit lots, one commercial property and a few rural residential lots surrounding the property. The property to the immediate east as well as SH 72 is incorporated into the City of Arvada while the remaining abutting properties are in unincorporated Jefferson County. The applicant is requesting the subject property be rezoned to the MX-S (Mixed-Use, Suburban) within the City of Arvada, which allows for a variety of land uses including residential, hospitality, recreation, and entertainment uses, commercial, medical, manufacturing, schools, light industrial, and distribution, and motor vehicle uses.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North	ROW-SH 72 Unincorporated Jefferson County Zoned A-2 (Agricultural-Two)	Single Family Home
South	Unincorporated Jefferson County Zoned A-2 (Agricultural-Two)	Vacant Land
East	CG (General Commercial)	North lot is vacant South Lot is Self-Storage
West	Unincorporated Jefferson County Zoned SR-2 (Suburban Residential-Two)	Finding Nectar Nursery Agricultural Use

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 52%.

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 CLEARCC-Stateswest Environmental, dated January 16, 2019, revealed no recognized environmental conditions, historical recognized environmental conditions, controlled recognized environmental conditions, significant data gaps, or de minimis conditions.

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 identified two mineral rights owners. Both Mineral Rights owners were provided notice not less than 30 days prior to the date of the initial public hearing and the applicant has uploaded the notarized Certification of Notification to the public file.

Compliance with the Comprehensive Plan
The Comprehensive Plan designates this area as Mixed-Use. The Mixed-Use category is intended to promote a wide range of land uses, including retail, office, light industrial, live-work, and medium and higher density residential. This district is seen as predominantly non-residential, but high density residential is also appropriate. The Mixed-Use, Suburban District is an allowed zone within the Mixed-Use Comprehensive Plan designation and is consistent with the Comprehensive Plan.

The following goals and policies within the Comprehensive Plan further support the development proposal:

- **Policy L-2.1:** The City will provide for a balanced mix of land uses by promoting redevelopment and continuing to reserve lands for future commercial and industrial development as well as a variety of housing choices.
    - The project incorporates land to within the City's boundary to allow for the development on a currently vacant site for a light industrial business use consistent with the policy.
- **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 creation of a new business within the City of Arvada, strengthening the commercial viability of the area and adjacent properties.
- **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 light industrial facility will increase the number of primary jobs within the City's boundaries.
- **GOAL ED-2:** Plan for new employment centers that will provide primary jobs in Arvada.
    - State Highway 72 has a mix of existing industrial uses. Additionally, the Quantum Commons campus is expected to impact jobs, workforce development and the local economy, and will solidify the corridor as an employment center. The proposed light industrial use will further add to the economic viability of the area in close proximity to residential.

Compliance with Other Applicable Plans
The property is also located in the Northwest Arvada Sub-Area Plan. The Northwest Arvada sub-area focuses on two areas generally located along State Highway 72 in the area east of Highway (SH) 93 to Indiana Street and along Indiana Street between the railroad right of-way on the south and the City boundary on the north. The Sub-area plan consists of two areas defined as Phase I and Phase 2. The property is located in the Phase 1 area. The project is consistent with the Mixed-Use designation that is supported by the plan and provides connectivity by the inclusion of the pedestrian pathway to eastern trail connection.

Setbacks
Within the MX-S Zoning District, the proposed structure will need to follow the applicable setback standards identified in LDC Section 2-1-4-2:

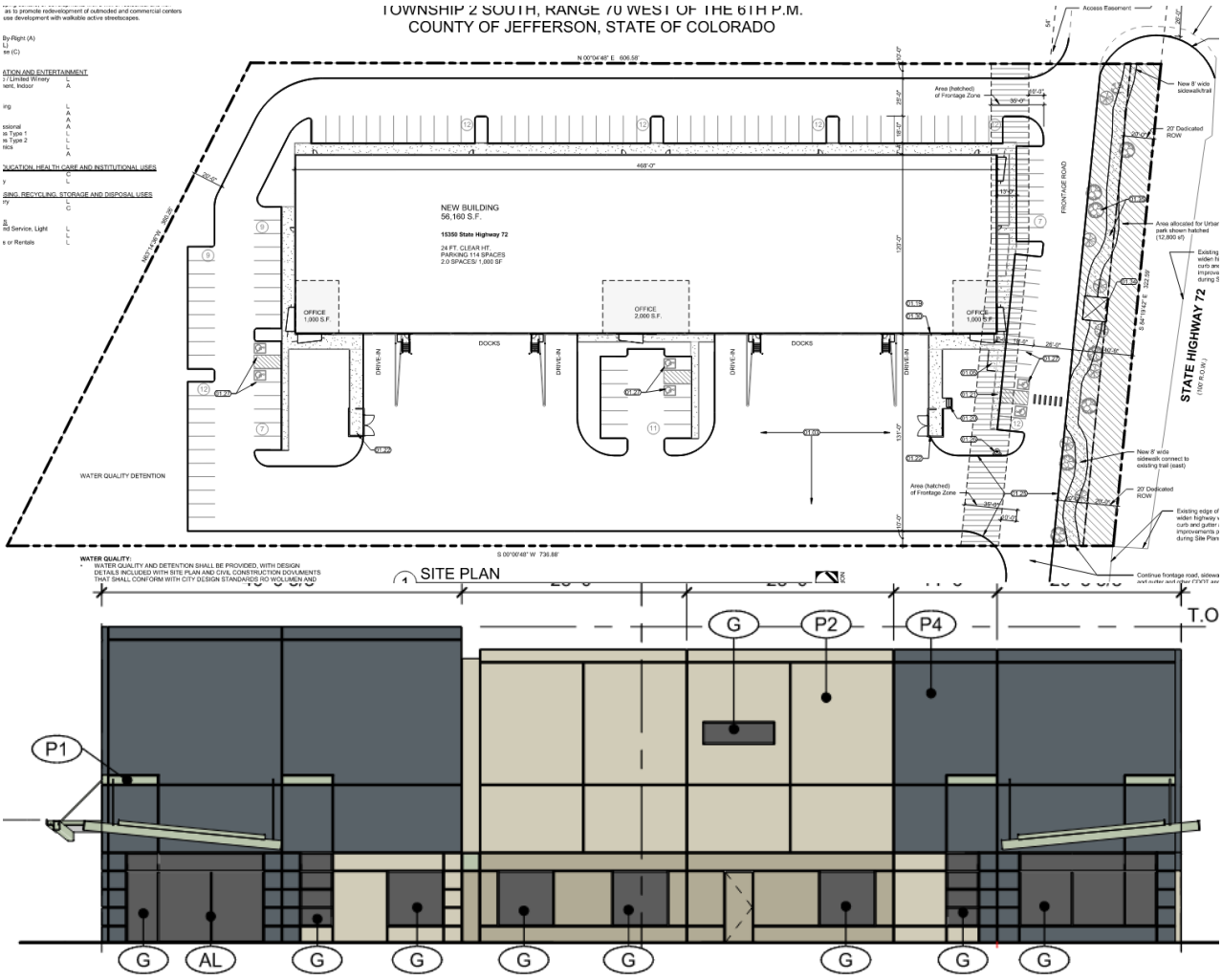
- Frontage Zone (min./max.): 10 ft. / 35 ft.
- Min. Front Building Façade within Frontage Zone: 20%
- Min. Street Side Setback (min. / max.): 10 ft. / 35 ft.
- Minimum Interior Side: 10-feet
- Minimum Rear: 20-feet
- Minimum Front Parking: 20-feet

The proposed Conceptual Site Plan shows the structure to meet or exceed each setback. standard.

Building Height
The MX-S Zoning District allows for a maximum height of 45-feet. The conceptual site plan shows an approximate maximum height of 37 feet.

Min. Landscape Surface Area
The MX-S Zoning District requires a minimum of 25% of the lot to be dedicated towards the landscape surface area. The proposed conceptual Site Plan indicates the landscape surface area will be approximately 26.4%. Additionally, the MX-S Zone requires a minimum area for Small Urban Parks the greater of 5,000 sf. or 5 percent of the net parcel area. The project is proposing 10,473 sf, 5% of the parcel area, as a Small Urban Park.

Building Design
The conceptual Site Plan elevations show the structure to be primarily constructed of “Concrete Tilt-Up Panels” that are painted earthtone colors (grays, green, tans, and brown). The North Exterior Elevation (front façade) will feature a significant percentage of windows, exceeding the requirement along the frontage road. The East, West, and South Elevations include reveals, color, and parapet height variations for visual interest. Design considerations and compliance with the LDC will be further analyzed with the formal Site Plan submittal.



Conceptual Site Plan and North Façade
**G is glazing (windows)*

Circulation and Connectivity
The north 20' of the subject property lot will be dedicated to State Highway 72 Right-of-Way and will have new roadway improvements as directed by CDOT. Acceleration and deceleration lanes will be provided along highway 72. The nursery (to the west) access driveway approach shall be widened and paved, including curb, gutter, sidewalk and curb ramps. The frontage road will be continued through the site to the east with improvements as required by CDOT and City of Arvada.

Grading and Drainage
Water quality and detention shall be provided with design details included with the Site Plan submittal and Civil Construction documents and shall conform with City design standards and release relates with an outfall point generally matching historic drainage patterns. Additional grading and drainage will be evaluated in greater detail through the Site Plan request.

Utility Services
Water services will be provided by the Ralston Valley Water and Sanitation District, 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 is consistent with the Mixed-Use designation and associated MX-S Zoning District request. Incorporation into the City will require development to meet the City's development and design standards and will contribute to the tax base, therefore serving the best interests of the City.
2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code, 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. All applicable standards pertaining to the use specific standards found in 3-1-3-7. - Industrial, processing, recycling, storage, and disposal standards shall be adhered to and complied with. No variation or modifications are requested.
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. A "Will-Serve" letter has been included in the project file by the Ralston Valley Water and Sanitation district

		stating they have the capacity and will serve the 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 MX-S (Mixed-Use, Suburban) zoning designation is consistent with the Mixed-Use Community Plan designation of the Comprehensive Plan Future Land Use Map. The property is also located in the Northwest Arvada Sub-Area Plan Phase 1 area. The project is consistent with the Mixed-Use designation that is supported by the plan and provides connectivity by the inclusion of the pedestrian pathway to eastern trail connection.
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 with Conditional Use approval. The surrounding area includes existing similar uses such as the Self-Storage facility to the immediate east. Further, the lot to the east that abuts State Highway 72 is engaged in the entitlement process for a similar light industrial use and will be seeking a Conditional Use as well. The similarity of the uses is consistent with the allowed uses under the Land Development Code. The purpose of the Mixed-Use, Suburban (MX-S) Zoning District is to provide for a variety of residential and nonresidential uses, in vertically mixed-use, horizontally mixed-use, or single-use configurations.
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	Complies	The intended light industry land use will not adversely impact the existing conditions of the surrounding site.

impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.		
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 MX-S Zoning District is consistent with the adjacent properties as discussed in Item 2 above.
Div. 8-3-5 Conditional Use Approval Criteria	**Finding**	**Rationale**
1. The application complies with the applicable standards of this LDC, other adopted City ordinances, resolutions and regulations including but not limited to any use-specific standards for the proposed conditional use in Division 3-1-3, any approved Master Development Plan that includes the property, and any conditions specifically applied to development of the property by the Planning Commission or City Council in a prior decision affecting the property;	Complies	The MX-S land use category lists Light Industrial as a conditional use. Revival Industrial tenants will include businesses such as manufacturers or distributors of outdoor mountain gear, skiing equipment, mountain biking, telecommunication installers, plumbing or HVAC installers, and other similar uses that are beneficial to the local community with their products and services. These are typical business; industrial and warehouse type uses and are consistent with the Comprehensive Land Use plan.
2. The application is consistent with the Arvada Comprehensive Plan;	Complies	The site is designated as Mixed Use (MU). The Mixed-Use category is intended to promote a wide range of land uses, including retail, office, light industrial, live-work, and medium and higher density residential. The intended businesses and manufacturers that would lease this building are appropriate to the area and surrounding properties of the Mixed-use Zoning District. Further, the project achieves several goals and policies in the Comprehensive Plan as listed above such as preserving and providing land for industrial development.
3. The use is consistent with the purpose and intent of the Zoning District in which it is located;	Complies	The site is zoned Mixed-Use Suburban (MX-S). The intent of the MX-S Zoning District is to provide for a variety of residential and nonresidential uses, in vertically mixed-use, horizontally mixed-use,

		or single-use configurations. The intended businesses, service providers and manufacturers that would lease this building are typical business, industrial and warehouse type uses, consistent with the MX-S Zoning District.
4. The size, scale, height, density, multi-modal traffic impacts, hours of operation and other similar characteristics of the proposed use are comparable with existing and planned uses in the surrounding area and the Zoning District regulations;	Complies	The proposed building and site design meets the requirements of the MX-S Zoning District as well as the Land Development Code and fits in with the buildings and uses of the surrounding properties. The neighboring storage unit facility and nurseries have similar hours of operation and comparable size buildings and developments.
5. Facilities and services including sewer, water, storm water, gas, electricity, police and fire protection, and roads and transportation will, prior to or as part of the development, be available to serve the subject property while maintaining adequate levels of service for existing development; and	Complies	As discussed above, facilities and services including sewer, water, storm water, gas, electricity, and police and fire protection will be available to serve the property while maintaining adequate levels for the existing development.
6. The application mitigates any adverse impacts on the surrounding area to the degree practicable.	Complies	The TIS indicated warranted improvements described below and the Environmental Site Assessment determined no recognized environmental conditions. <u>Traffic</u> Roadway and intersection improvement recommendations were assessed pursuant to roadway descriptions discussed in the TIS. At the State Highway 72 intersection with Self Storage Access, the existing westbound left turn deceleration lane is recommended to be lengthened to accommodate CDOT's minimum criteria of 700 feet. <u>Environmental</u> The Environmental Assessment did not identify any recognized environmental conditions that would require further investigation. There were no controlled and historical environmental conditions, or de minimis conditions identified.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommend **approval** of the Revival Industrial Annexation, Rezoning, and Conditional Use.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.

SUMMARY MINUTES OF PLANNING COMMISSION ACTION HELD
May 6, 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 Tim Knapp at 6:15 P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL OF MEMBERS

Those present: Andrew Gay, Brandon Figliolino, Tom Aljinovich, Eric Doner, Miriam McGilvray, Tim Knapp

THOSE ABSENT

None

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; Paul Donegan, Sr. Planner-Long Range; Dixielee Rodriguez, Development Technician III; Heidi Van Gieson, Development Technician I

4. APPROVAL OF MINUTES

April 1, 2026. The minutes stand approved as printed.

5. GENERAL BUSINESS

A. Overview of the Comprehensive Plan Process

Ms. Garner introduced Paul Donegan, a Sr. Planner - Long Range. He will present an overview of the Comprehensive Plan Process.

Mr. Donegan went over the comprehensive plan, introducing the team of groups that will be assisting in this process. The Arvada Community, Consultant Team and the City of Arvada. He went into who falls under each of these three categories. This will be a four phase process. The

timeline as follows started March 2026 for Phase 1, August 2026 Phase 2, December 2026 Phase 3 and end of May 2027. There has been Community Engagement already and more to come. Gathering a lot of information from Community Engagement. Also wants to have a variety of voices and perspectives during this process.

Ms. McGilvray asked if Mr. Donegan could be more explicit about the project expectation of the planning commission and when they will be asked to engage in this process?

Mr. Donegan stated that the team plans on doing regular updates to both the Planning Commission and City Council. It will not be every meeting as there may not be significant updates. City staff want to bring questions that come up and policy decisions to the commissioners to get their consent, not just advice.

Ms. Garner added that the city will be coming to the commissioners and City Council at the key milestones.

Mr. Knapp stated following up with Miriam, we likely don't need to meet as frequently as City Council, but I'd support a more regular schedule. I'd also be interested in hearing what the other commissioners think. Even if there's no update at a given time, we could plan occasional joint meetings—separate from formal agendas—where we can come together, listen, and provide input, given our role in adopting this.

Ms. Garner stated we are still identifying opportunities and know it can be challenging to connect with everyone. We'll continue working on that. In the meantime, the website is a great resource, and as Paul noted, the Community Advisory Group will help share updates with the Commission. We also plan to engage with you directly as much as possible.

Mr. Figliolino just a quick comment — he really appreciates the intentional focus on engaging younger populations and high school students. He would also like to highlight the importance of including community members with disabilities. He didn't see them specifically called out in the slide deck, but I'm sure that's on your radar.

Ms. Garner thanked Mr. Figliolino for pointing that out. That's actually where we're working on getting connected. There's a group as well that we're working on bringing together so thank you for that.

6. REPORTS

None

7. PETITIONS & COMMUNICATIONS

None

8. PUBLIC COMMENT (Items not on the Agenda)

None

9. PUBLIC HEARINGS

A. <u>An Annexation, Rezoning and Conditional Use for Revival Industrial, a 5.3980 acre parcel of land approximately located South of State Highway 72, East of 15350 State Highway 72.</u>

Mr. Knapp swore in all guests that will be speaking.

Mr. Knapp opened the public hearing.

Mr. Knapp asked if all of the required documents were in order.

Ms. Duncan stated the publication, mailed notice and signs posted on the property were in order.The Mailing affidavit and posting log has been received and are in order also.

Mr. Knapp entered into the record the staff report, posting log and affidavit, mailing affidavit.

Mr. Knapp asked Ms. Duncan to introduce the project.

Ms. Duncan introduced the project. Good evening, Commissioners, and thank you for having us. The applicant is requesting approval for annexation into the City, rezoning to the MXS (Mixed Suburban) zoning district, and a conditional use. The project proposes an approximately 56,000-square-foot light industrial building on a 5.398-acre vacant parcel near State Highway 72 and Indiana Street, currently in unincorporated Jefferson County. This use requires conditional approval within the MX-S district. All noticing requirements have been met. Based on the project analysis and review of the Land Development Code criteria, staff recommends approval. The project representative will give a brief presentation and is available for any questions.

Bill Smith, 2000 W. Littleton Blvd., Littleton, 80120. Introduces the project wanting to annex from Jefferson County and a rezoning from Jefferson County's SR2 to Arvada's MX-S. Along with a conditional use for light industrial use. Proposing a 56,160 square foot commercial building. The surrounding area already includes commercial and service uses that would support this request. This is also consistent with the Comprehensive Plan and compatible with surrounding uses. Includes buffering, landscaping and streetscape improvements.

PUBLIC COMMENT

NONE

APPLICANT REBUTTAL

N/A

QUESTIONS FROM THE COMMISSION

Mr. Figliolino, asked just a question for the City team—regarding the annexation shown on page 3, it appears somewhat like an island. I want to confirm that it complies with the three-mile contiguity requirement?

Ms. Duncan stated yes the property is located within the city's service area and meets the minimum contiguity requirement, with not less than one-sixth of its perimeter adjacent to existing city boundaries.

Mr. Figliolino asked, is this because of the storage facility next door?

Ms. Duncan stated the site is within the city area and meets the minimum contiguity requirement, with perimeter adjacency to the storage facility, right-of-way, and properties to the north, west near the lake, and south of the reservoir—collectively exceeding the requirement.

Mr. Gay stated he thinks there may be a glitch in the report. On page 2, the table at the bottom shows three sides as incorporated and one side on the east as part of the city, which doesn't seem to support the 52%. So either the table or the calculation is off. I understand the city boundary is technically south of Highway 72, with unincorporated property to the north, but either way, it still exceeds the one-sixth requirement. It just doesn't appear consistent.

Ms. Duncan asked if he was referring to the zoning map in the staff report?

Mr. Gay stated he was referring to the table at the bottom of page 2. It shows the boundaries by direction, and with three sides incorporated, it appears to be less than 52%, so either the table or the calculation is incorrect.

Ms. Duncan stated The table could have been more specific in the zoning column by referencing adjacent zoning, as it did not include the right-of-way.

Mr. Gay asked if the annexation does not pass would the last two motions need to be voted on?

Ms. Sargent stated that is correct the last two motions will be voted on.

Mr. Gay asked, is the developer going to pay for the improvements?

Ms. Duncan stated the developer will pay for it. This is a requirement for the annexation.

Mr. Gay inquired about other properties being developed because they are already semi-light industrial buildings that are vacant. If it would be better and if it would be cheaper to fill those instead of expanding and building more? to promote those that already meet the criteria. Does the city keep track of these type of buildings

Ms. Garner stated the city is not in the business of guaranteeing the financial viability of a project. We review and meet city standards. We are obligated to accept those applications. The city does keep track of vacancy in the city and we do have an AEDA team to address this.

Hank Brumley 8 Mesa Oak, Littleton, 80127, explains how the market plays into where and what they build. People want new products with Early Suppression, Fast Response (ESFR) sprinklers, new modern windows, clear height, and the situation of parking on sites. Will see older products sit vacant.

Ms. McGilvray asked what is the thought process behind the rezone to MX-S instead of an industrial or commercial zone so you would not need the conditional use permit?

Ms. Duncan reference comprehensive plan and supported by the north west sub-area plan, this area is designated as mixed use. Under future land use for this area, it can only be MX-S, MX-T or MX-U. No other zoning district would be consistent in this area.

Ms. McGilvray asked if the description of Mixed Use Suburban land use category references light industrial use but it is not in the zone table for allowable zones, and staff is viewing it very black and white?

Ms. Duncan stated this is correct.

Ms. McGilvray asked about on page 3 of the environmental site assessment dated 2019 and nothing has changed that would require that to be a more recent study?

Ms. Duncan stated with the site plan amendment and minor subdivision plat and eng will do a pre application with questions of change in the environment. The city would require a new Environmental Site Assessment (ESA). To the city's knowledge there is no change.

Peter Brumley, 8 Mesa Oak, Littleton, 80127, He has placed 3 tenants in spaces like this. When he did mailers he put in a business card. From that he did receive phone calls that did support this. There is no guarantee who will go in these suites and we all recognize patterns. This business use makes a lot of sense for this area.

Mr. Knapp asked for the design of this facility. Is there an intended type of use for this building? Is this intended to be for storage, a showroom, what is the intent?

Mr. P. Brumley stated The number of uses are large. Storage uses will go to bigger buildings for the use of racking. There are not a lot of those kinds of buildings here.

Mr. H. Brumley stated one of there primer markets in this area is recreational manufacturing, like ski manufacture, bike manufacture, and backpack manufacture have specific needs and specific uses. This is the perfect building for manufacturing.

Mr. Knapp asked how many tenants could range from one to how many?

Mr. H. Brumley stated 3 to 4 tenants.

Mr. Doner asked about the small urban parks requirement that looks like it ties into a strip of urban parks in front of adjacent property?

Ms. Duncan stated the urban park is in the front of this property in front of the frontage road. There is a frontage requirement and the small urban park contributes to the requirement. This is the strip of land on the concept plan on the north side of the frontage road and state highway 72.

Mr. Doner asked if the developer is going to be responsible to maintain the park?

Ms. Duncan stated yes any maintenance is the developer responsibility.

MOTION 1:

It was moved by Mr. Aljinovich, that an Ordinance for Annexation, for Revival Industrial, a 5.3980 acre parcel of land approximately located South of State Highway 72, East of 15350 State Highway 72, in the City of Arvada, County of Jefferson, State of Colorado be recommended to City Council for approval.

This motion is based on the findings of fact and approval criteria on Page(s) 7 of the Staff Report.

DISCUSSION OF MOTION

Those voting Yes: McGilvray, Ajinovich, Gay, Doner, Figliolino, Knapp
Those voting No:
Those absent: None
The motion carried: 6-0

MOTION 2:

It was moved by Mr. Aljinovich, that an Ordinance Rezoning certain land within the City of Arvada, Revival Industrial, from Jefferson County Sr-2 to City of Arvada Mx-S (Mixed-Use, Suburban) and Amending the Official Zoning Maps of the City of Arvada, Colorado, A 5.3980 acre parcel of land approximately located South of State Highway 72, East of 15350 State Highway 72, be recommended to City Council for approval.

This motion is based on the findings of fact and approval criteria on Page(s) 8 of the Staff Report.

DISCUSSION OF MOTION

Those voting Yes: McGilvray, Ajinovich, Doner, Gay, Figliolino, Knapp
Those voting No:
Those absent: None
The motion carried: 6-0

MOTION 3:

It was moved by Mr. Aljinovich, an Ordinance Approving a Conditional Use Permit for Revival Industrial, A 5.3980 acre parcel of land approximately located South of State Highway 72, East of 15350 State Highway 72, be recommended to City Council for approval.

This motion is based on the findings of fact and approval criteria on Page(s) 9 and 10 of the Staff Report.

DISCUSSION OF MOTION

Mr. Figliolino stated he just wanted to thank the developer for a quality project.

Those voting Yes: McGilvray, Ajinovich, Doner, Gay, Figliolino, Knapp
Those voting No:
Those absent: None
The motion carried: 6-0

10. **OTHER ITEMS**

Staff would like to cancel the Planning Commission meeting for May 20th and June 3rd.

Mr. Knapp moved to cancel these meetings..

Those voting Yes: McGilvray, Ajinovich, Doner, Gay, Figliolino, Knapp
Those voting No: None
Those absent: None
The motion carried: 6-0

11. **ADJOURNED** at 7:13 P.M.

Tim Knapp, Chair

Tom Aljinovich, Secretary

Dixielee Rodriguez, Recording Secretary

Exhibit A

ANNEXATION PROPERTY DESCRIPTION:

THAT PART OF LOT 18 LYING SOUTH OF COLORADO STATE HIGHWAY 72, AND THAT PART OF LOT 31 LYING NORTH OF THE RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD, BEING ANNEXED INTO THE CITY OF ARVADA AND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBE AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 25 FROM WHENCE THE EAST QUARTER CORNER OF SAID SECTION 25 IS ASSUMED TO BEAR SOUTH 89°36'54" EAST A DISTANCE OF 2639.86 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE SOUTH 89°36'54" EAST ON THE EAST-WEST CENTERLINE OF SAID SECTION 25 A DISTANCE OF 732.73 FEET;

THENCE NORTH 00°23'06" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD RECORDED AT RECEPTION NO. 93218436;

THENCE NORTH 63°14'36" WEST ON SAID RAILROAD RIGHT-OF-WAY LINE A DISTANCE OF 62.27 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID RAILROAD RIGHT-OF-WAY LINE NORTH 63°14'36" WEST A DISTANCE OF 360.26 FEET;

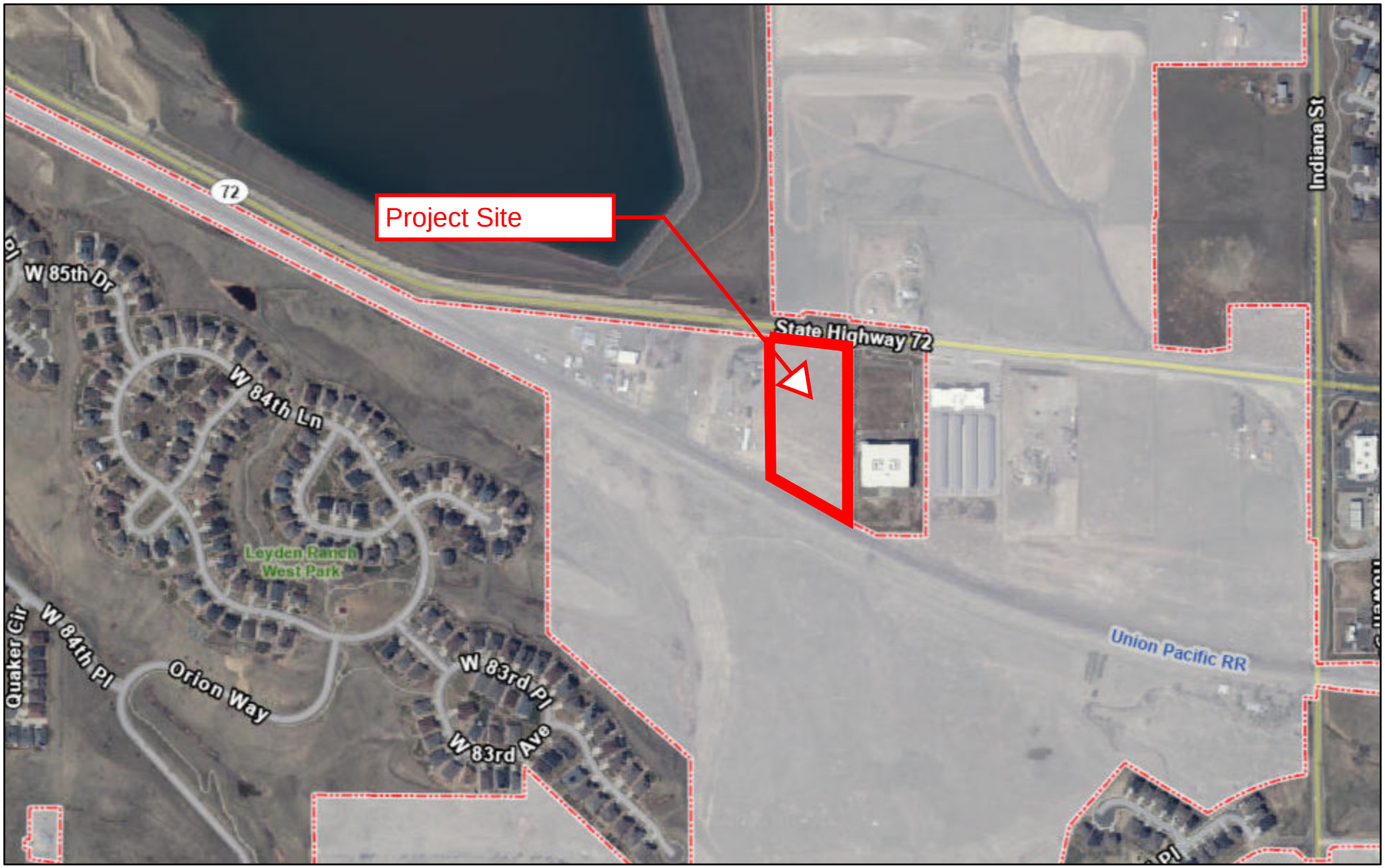
THENCE NORTH 00°04'48" EAST DEPARTING SAID RAILROAD RIGHT-OF-WAY LINE A DISTANCE OF 606.58 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 72 RECORDED IN BOOK 429 AT PAGE 375;

THENCE SOUTH 84°19'42" EAST ON SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 322.59 FEET;

THENCE SOUTH 00°00'48" WEST DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 736.88 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 215,921 SQUARE FEET OR 4.96 ACRES MORE OR LESS.

Vicinity Map



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City of Arvada

City of Arvada

City of Arvada | COA | DRCOG |

LAND OF REVIVAL

ANNEXATION
REZONING
CONDITIONAL USE

Colorado Highway 72
And Indiana St.

Planning Commission Meeting
Owner: Luke and Norma Waugh
Prepared by: Intergroup Architects
Date: April 28, 2026

PROJECT OVERVIEW

Annexation

Rezoning

Conditional light Industrial Use

5-acre vacant site in Jefferson County.

Proposed 56,160 square foot commercial building.

Request includes annexation into Arvada, rezoning to MX-S, and conditional use approval for light industrial use.

Planned for business, warehouse, and compatible light industrial tenants.

SITE CONTEXT

Existing Conditions

Current zoning: SR-2, low-density residential in Jefferson County

Site is currently undeveloped.

Surrounding uses include two self-storage, commercial properties, nurseries, and rural residential lots.

Site is located near CO-72 and Indiana Street, adjacent to an area with mixed surrounding land uses.

ANNEXATION REQUEST

The owner is requesting annexation into the City of Arvada.

The property is currently outside the Arvada city boundary in Jefferson County.

Per the Comprehensive Master Plan this site should be annexed to the City of Arvada because of the proximity of water and sewer services.

The landowner has already acquired Ralston Valley water service and approval from all other utility services for this project.

Annexation is the first step needed before city zoning and development standards can apply.

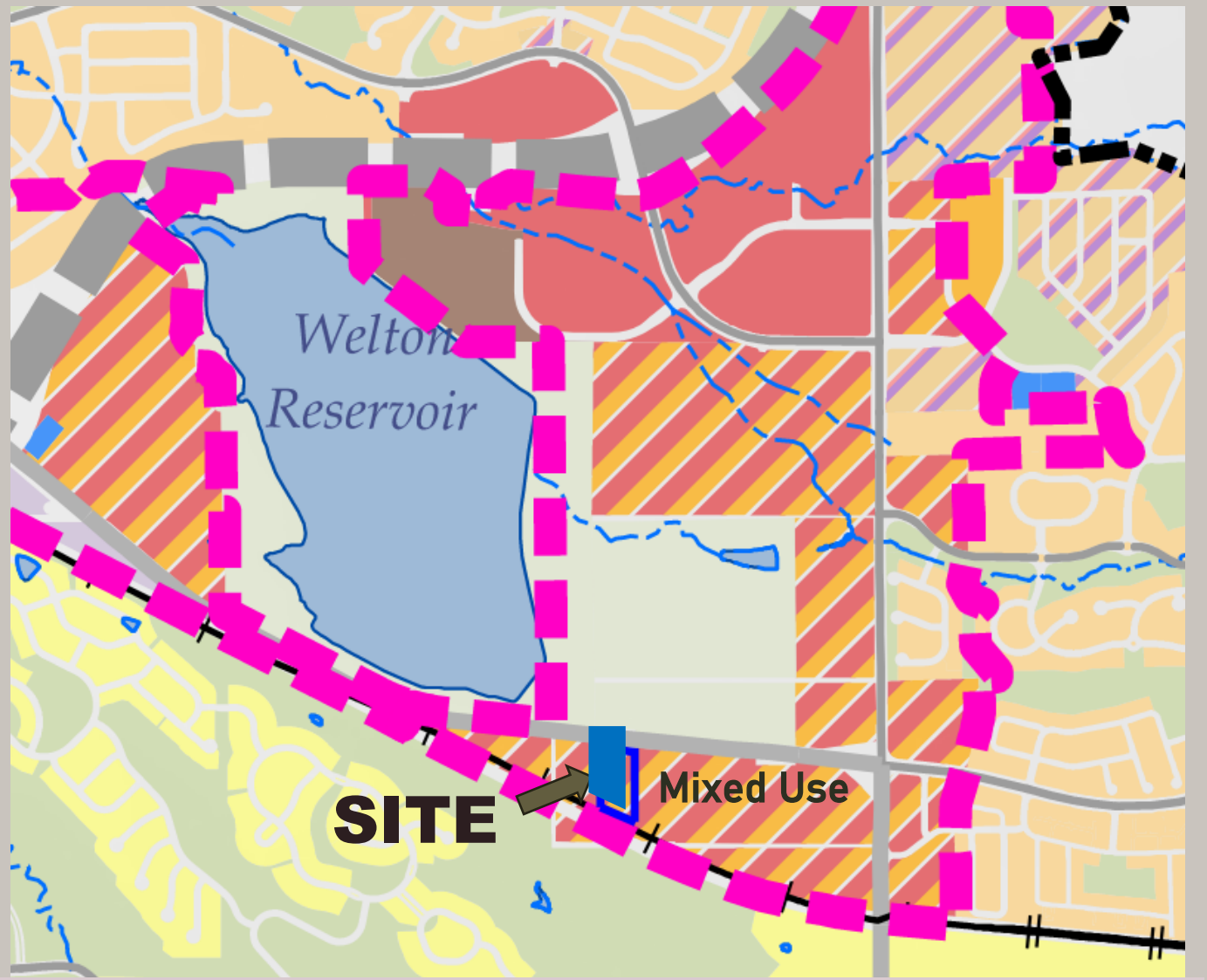
LAND USE AND ZONING

Comprehensive Plan designation: Mixed Use.

Proposed zoning: MX-S, Mixed-Use, Suburban.

Proposed use: Light industrial, commercial building with warehouse-type tenants.

Light industrial use is a conditional use in the MX-S district.



CONDITIONAL USE

Light Industrial potential tenants:

- distributors of outdoor mountain gear
- skiing equipment
- mountain biking
- telecommunication installers
- plumbing or HVAC installers
- other similar uses that are beneficial to the local community with their products and services.

The site is within an area designated Mixed Use on the Comprehensive Plan.

The surrounding area includes commercial, and service uses that support the request.

MX-S Mixed Use-Suburban with conditional Light Industrial use.

The requested zoning supports redevelopment of an underutilized vacant parcel.

ACCESS AND CIRCULATION

Site Access

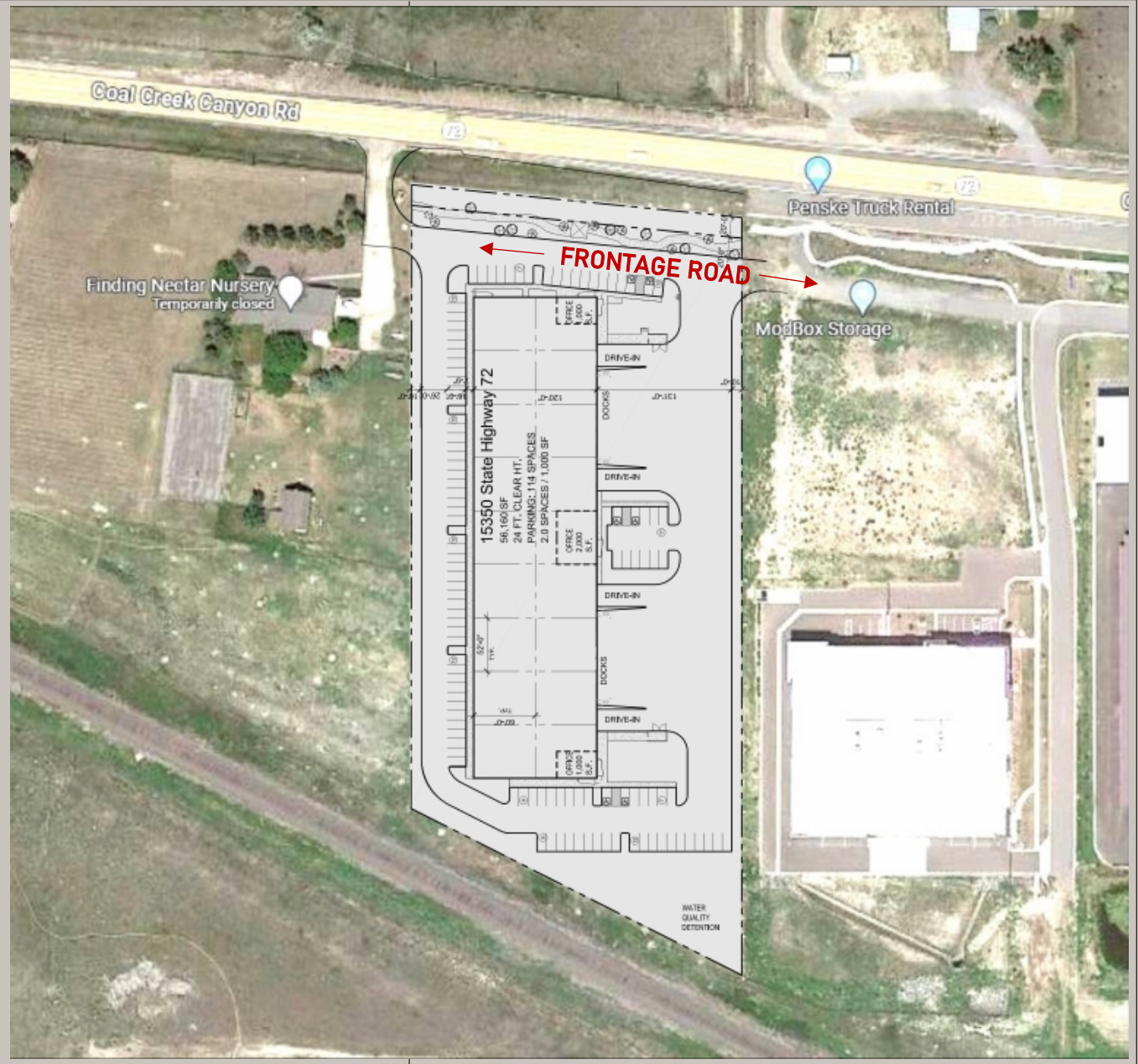
Primary access from CO-72.

The existing Frontage Road will be continued along the north of our property

Existing access from the East site and frontage road.

Existing nursery access will be widened and paved. An Easement has been granted for secondary access per Fire District requirements.

A looped drive provides fire access around the building.



REQUESTED APPROVALS

Annexation of the subject property into the City of Arvada.

Rezoning to MX-S

Mixed-Use, Suburban.

- Consistent with the Comprehensive Plan.
- Compatible with surrounding uses.
- Supported by needed utilities, facilities, and public services.
- Designed to minimize adverse environmental impacts.
- Includes buffering, landscaping, and streetscape improvements.

Conditional use approval for light industrial use.

BRUMLEY REALTY, INC.

MEMO

Date: November 11, 2024

To: City of Arvada; Planning Department

From: Hank Brumley, President

Re: Neighborhood Meeting for Revival Industrial

1. We went to Jefferson County Assessor's office and had them produce a map of all parcels within 1,000 feet of the site.
2. Attached are copies of all labels of the land parcel ownership that mailers were sent
3. Copy of the postage for all mailers
4. Notice of Neighborhood meeting sent with project vicinity map, Revival Industrial Concept plan 11-15-23, and East and North and West Elevations 5-10-22.
5. Affidavit Certifying Notice signed by henry Brumley 5-13-24.
6. 2 Sign in Sheets from meeting 5-29-24
7. Concerns:
   - ***a.*** Who is providing water to project with the City of Arvada Water Moratorium until 2028 or maybe longer? ***Ralston Valley Water is providing water for the project. See Will Serve Letter.***
   - ***b.*** Who is providing sewer? ***City of Arvada with annexation.***
   - ***c.*** How does project get access? ***Arvada has provided the Highway 72 improvement requirements for extension of frontage road and the curb and gutter and sidewalk requirements and these requirements are on the site plan.***

8 Mesa Oak
Littleton, CO 80127
303-319-6645
www.BrumleyRealtyInc.com

NAME OF ANNEXATION: **REVIVAL INDUSTRIAL**

APPROXIMATE LOCATION: **15350 STATE HIGHWAY 72, ARVADA, CO**

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, you 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 accessed 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 Arvad approve the annexation of the area proposed to be annexed.

Owner's Signature: Norma Waugh

Owner's Name: Norma Waugh

Address: 7773 Zang St., Arvada, Co 80005

Date of signing: 11/6/25

RESOLUTION NO. R26-

A RESOLUTION SETTING FORTH CERTAIN FINDINGS OF FACT AND CONCLUSIONS AS TO THE ANNEXATION OF CERTAIN LAND INTO THE CITY OF ARVADA, COLORADO, REVIVAL INDUSTRIAL, FROM JEFFERSON COUNTY SR-2 TO CITY OF ARVADA MX-S (MIXED USE, SUBURBAN), A 5.3980 ACRE PARCEL OF LAND APPROXIMATELY LOCATED SOUTH OF STATE HIGHWAY 72, EAST OF 15350 STATE HIGHWAY 72., AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO

WHEREAS, the City Council of Arvada, Colorado has found a petition for the annexation of the hereinafter described parcel of land to be in substantial compliance with the requirements of §31-12-107(1) C.R.S.; and

WHEREAS, the City Clerk has provided notice of public hearing on the proposed annexation by publication once per week for four successive weeks and by registered mail to the Clerk of the Board of County Commissioners, the county Attorney, the school district, and to any special district having territory in the area to be annexed; and

WHEREAS, the City Council has completed a public hearing to determine if the proposed annexation complies with Article II, Section 30 of the Colorado Constitution and §§31-12-104 and 31-12-105 C.R.S., to establish eligibility for annexation.

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

Section 1. The City Council of the City of Arvada, State of Colorado, having examined the filings and the Petition for Annexation for certain real property, a 5.3980 acre parcel of land approximately located south of state highway 72, east of 15350 state highway 72, more fully described in said Petition and having held a public hearing thereon, make the following findings pursuant to Colorado State law:

1. That not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City; and therefore, because of such contiguity, a community interest exists between the territory proposed to be annexed and the City.

2. That the area proposed to be annexed is urban or will be urbanized in the near future.

3. That the area proposed to be annexed is integrated or is capable of being integrated in the City.

4. That no land held in identical ownership has been divided or included without written consent of the owner thereof.

5. That no annexation proceedings have been commenced by another municipality.

6. That the annexation will not result in the detachment of area from a school district.

7. That the annexation will not result in the extension of a municipal boundary more than three miles.

8. That the City has in place a plan for said three mile area.

9. That in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

10. That an election is not required under §31-12-107(2) C.R.S.

11. That no additional terms or conditions are imposed which require an election under §31-12-107(2) C.R.S.

Section 2. The City Council of the City of Arvada, State of Colorado, having examined the filings and the Petition for Annexation for certain real property, a 5.3980 acre parcel of land approximately located south of state highway 72, east of 15350 state highway 72, more fully described in said Petition and having held a public hearing thereon, make the additional following findings pursuant to Arvada's Land Development Code:

1. That the annexation is in accord with the Comprehensive Plan and the best interest of the City would be served by annexation of the subject property.

2. That the subject property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code, the Arvada City Code, and the terms of an annexation agreement.

3. That at the time any development of the subject property is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities, and public services.

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

APPROVED AND ADOPTED this _____ day of _____, 20___.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

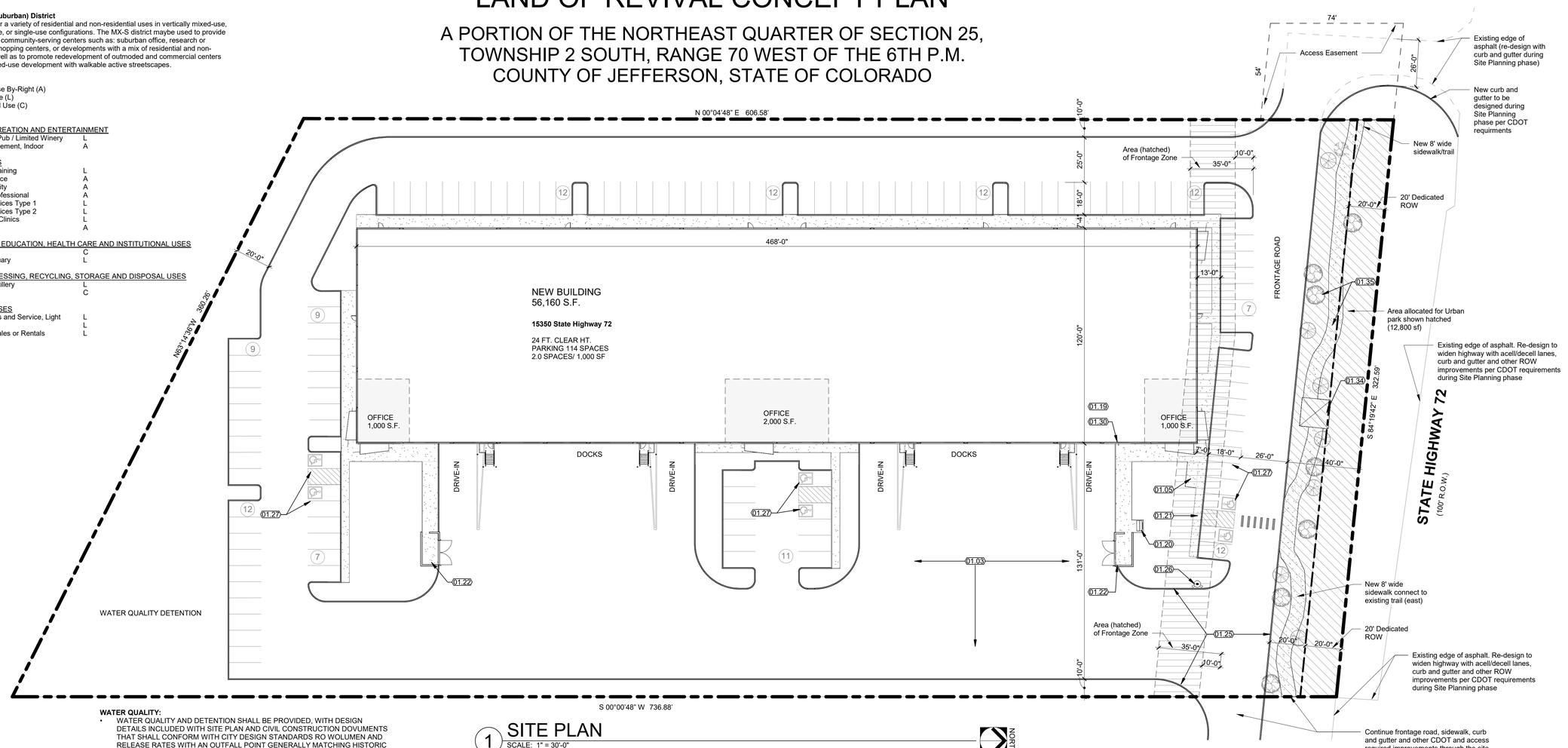
LAND OF REVIVAL CONCEPT PLAN

A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M. COUNTY OF JEFFERSON, STATE OF COLORADO

MX-S (Mixed-Use, Suburban) District
Intended to provide for a variety of residential and non-residential uses in vertically mixed-use, horizontally mixed-use, or single-use configurations. The MX-S district maybe used to provide for neighborhood and community-serving centers such as: suburban office, research or medical campuses, shopping centers, or developments with a mix of residential and non-residential uses. As well as to promote redevelopment of outmoded and commercial centers to accommodate mixed-use development with walkable active streetscapes.

- Allowed Use By-Right (A)
- Limited Use (L)
- Conditional Use (C)

HOSPITALITY, RECREATION AND ENTERTAINMENT	
Brew Pub / Distillery Pub / Limited Winery	L
Recreation and Amusement, Indoor	A
COMMERCIAL USES	
Animal Day Care / Training	L
Art Studio / Makerspace	A
Continuing Care Facility	A
Office, General or Professional	A
Retail Sales and Services Type 1	L
Retail Sales and Services Type 2	L
Veterinary Offices or Clinics	L
Workshop	A
COMMUNITY, CIVIL, EDUCATION, HEALTH CARE AND INSTITUTIONAL USES	
Ambulance Services	C
Funeral Home / Mortuary	L
INDUSTRIAL, PROCESSING, RECYCLING, STORAGE AND DISPOSAL USES	
Brewery/ Winery/ Distillery	L
Light Industry	C
MOTOR VEHICLE USES	
Motor Vehicle Repairs and Service, Light	L
Motor Vehicle Wash	L
Vehicle Equipment Sales or Rentals	L



1 SITE PLAN
SCALE: 1" = 30'-0"

NORTH

WATER QUALITY:
- WATER QUALITY AND DETENTION SHALL BE PROVIDED, WITH DESIGN DETAILS INCLUDED WITH SITE PLAN AND CIVIL CONSTRUCTION DOVUMENTS THAT SHALL CONFORM WITH CITY DESIGN STANDARDS RO WOLUMEN AND RELEASE RATES WITH AN OUTFALL POINT GENERALLY MATCHING HISTORIC DRAINAGE PATTERNS.

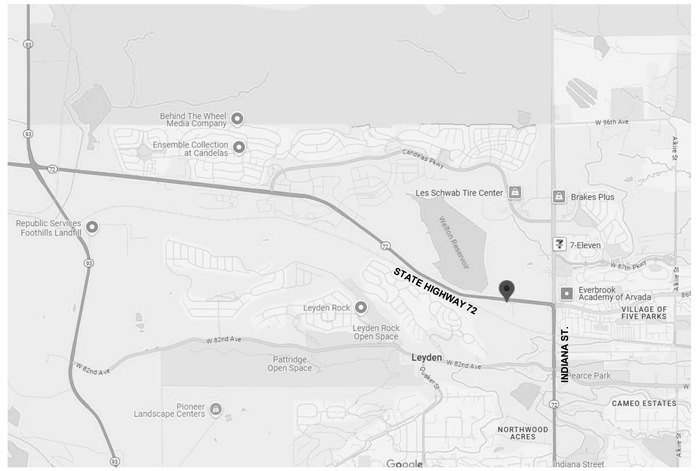
SANITARY SEWER:
- GRAVITY FLOW IS ANTICIPATED, WITH OPTIONAL PUMPING IF THE SANITARY SEWER MAIN DOES NOT HAVE ADEQUATE DEPTH.

KEYNOTES:

01.03	FULL DEPTH ASPHALT PAVING FOR TRUCK AND EMERGENCY VEHICLE TRAFFIC. SEE SOILS REPORT AND CIVIL DRAWINGS.
01.05	(1) PAINTED STEEL BIKE RACK.
01.19	GAS METER LOCATION, SEE CIVIL DWGS.
01.20	ELECTRICAL TRANSFORMER LOCATION.
01.21	6" THICK CONCRETE SIDEWALK WITH 6x6 X 1.4x1.4 WWF. PROVIDE BROOM FINISH.
01.22	SITE CAST TILT-UP CONCRETE TRASH ENCLOSURE WITH METAL ACCESS GATES. PROVIDE 7" REINFORCED CONCRETE SLAB FOR HEAVY TRUCK TRAFFIC. SEE SOILS REPORT AND CIVIL DWGS.
01.25	6" CONCRETE CURB AND GUTTER. SEE CIVIL.
01.26	FIRE HYDRANT. SEE CIVIL DRAWINGS.
01.27	VAN ACCESSIBLE H.C. PARKING SPACES. 9'-0" X 19'-0" WITH 9'-0" AISLE. PROVIDE CURB RAMP AND STANDARD H.C. PARKING SIGN WITH "VAN ACCESSIBLE" PLACARD BELOW.
01.30	FIRE DEPARTMENT CONNECTION (FDC). VERIFY WITH LOCAL FIRE AUTHORITY ON EXACT LOCATION PRIOR TO INSTALLATION.
01.34	16' X 16' SHADE STRUCTURE, AS PART OF THE 5,000 S.F. URBAN PARK AREA.
01.35	6' WIDE WALKING PATH AND LANDSCAPING AS PART OF THE 5,000 S.F. URBAN PARK AREA.

DATA BLOCK

SITE DEVELOPMENT INFORMATION	SITE PROVIDED	STANDARD
LAND AREA WITHIN PROPERTY LINES	215,921 SF	
ZONE DISTRICT	MX-S (MIXED-USE SUBURBAN)	
LOT STANDARDS:		
LOT AREA	215,921 SF (4.96 ACRES +/-)	
LOT WIDTH	322.59'	
LOT COVERAGE (BUILDING AREA)	56,160 SF (25.8% COVERAGE)	60% MAX.
BUILDING AND PARKING SITING STANDARDS:		
FRONTAGE ZONE (from back of frontage road)	10FT. MIN/ 35FT. MAX (shown hatched on plan)	10FT. MIN/ 35FT. MAX
FACADE IN FRONTAGE ZONE	120'-0" (100%)	20% MIN.
FRONT PARKING SETBACK	66'-0" (FROM PROPERTY LINE)	20 FT. MIN.
SIDE SETBACK	10'-0"	10 FT. MIN.
REAR SETBACK	20'-0"	20 FT. MIN.
BUILDING STANDARDS:		
BUILDING HEIGHT	37'-0"	45'-0" (MAX.)
SITE STANDARDS:		
OPEN SPACE (LANDSCAPE SURFACE)	55,300 SF	53,980 SF (25%)
IMPERMEABLE SURFACE AREA	160,621 SF	
SMALL URBAN PARK (shown hatched on plan)	10,473 S.F. MIN. (=5% of Net parcel) Net parcel = 209,469 SF [215,921 SF lot - 6,452 SF dedicated ROW]	5,000 S.F. MIN. (OR 5% OF NET PARCEL AREA)
PARKING STANDARDS:		
STANDARD SPACES	98 SPACES	LIGHT INDUSTRIAL (1.75 SPACE/1,000 SF) OFFICE (3 SPACE/1,000 SF) = 92 SPACES + 12 SPACES = 114 SPACES
ACCESSIBLE SPACES	6 VAN ACCESSIBLE	4 ACCESSIBLE + 1 VAN ACCESSIBLE
TOTAL	114 SPACES	114 SPACES
BICYCLE SPACES	4 INVERTED U RACK = 8 SPACES	1 SPACE / 15 CAR SPACES = 8
PROPOSED USES:	B, I-1, S-1 OFFICE, INDUSTRIAL, WAREHOUSE	
NUMBER OF BUILDINGS	ONE	
BUILDING CONSTRUCTION TYPE	II B - SPRINKLED	



VICINITY MAP
NOT TO SCALE

NORTH

CASE NO. DA2025-0015

By:Author

3/3/2026 11:18:22 AM

REVISIONS		
BY	DATE	DESCRIPTION

DRAWN AS
CHECKED BS
DESIGNED KS
FILENAME

REVIVAL INDUSTRIAL

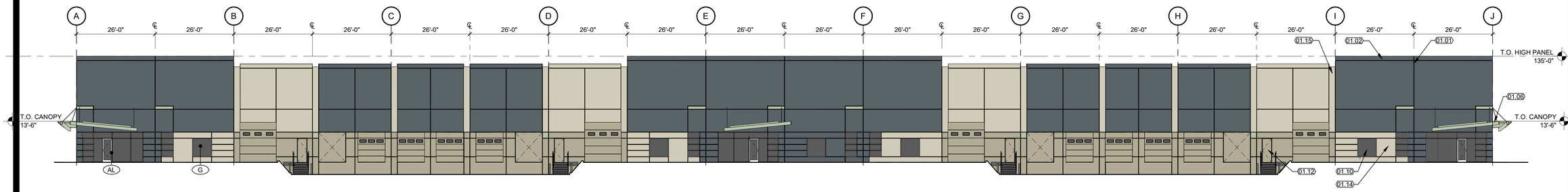
PLAN

INTERGROUP ARCHITECTS
■ architecture
■ planning
■ interiors
2000 West Littleton Blvd
Littleton, Colorado 80120
P. 303.730.5907 F. 303.730.2294
www.igarch.com

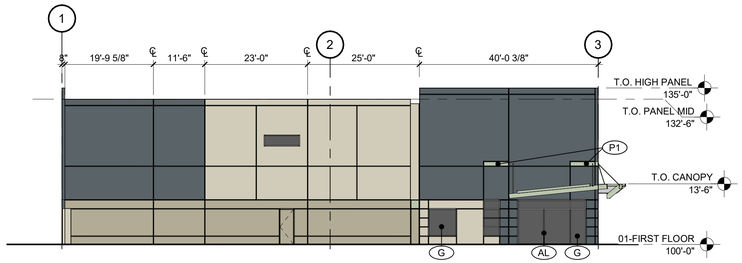
JOB NO. BS11229
SCALE AS SHOWN
DATE 3-03-2026
SHEETS 2 SHEET 1

LAND OF REVIVAL CONCEPT PLAN

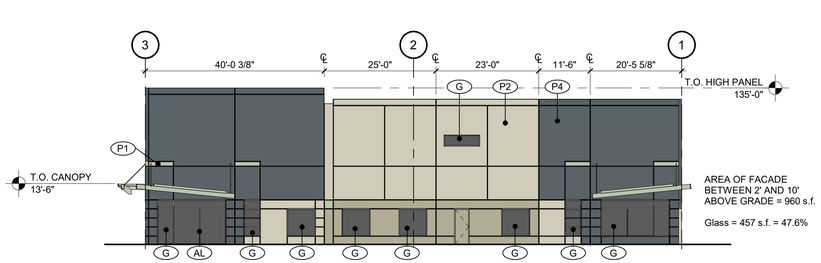
A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M. COUNTY OF JEFFERSON, STATE OF COLORADO



1 EAST ELEVATION -PLANNING
SCALE: 1/16" = 1'-0"



3 SOUTH ELEVATION -PLANNING
SCALE: 1/16" = 1'-0"



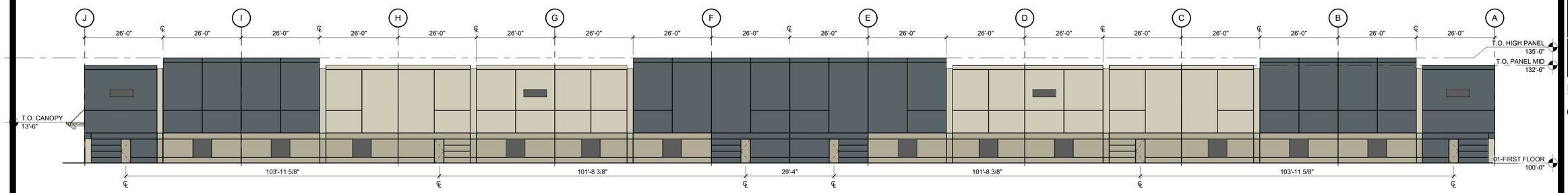
2 NORTH ELEVATION -PLANNING
SCALE: 1/16" = 1'-0"

KEYNOTES:

01.01	CONCRETE PANEL JOINT WITH 3/4" CHAMFERED EDGES, BACKER ROD & SEALANT FULL LENGTH.
01.02	3/4" x 2 1/4" REVEAL, PAINTED.
01.06	T.S. ENTRY CANOPY TO ATTACH TO CONC. TILT-UP WALL, PAINTED.
01.10	INSULATED TINTED GLAZING IN ANODIZED ALUMINUM STOREFRONT SYSTEM, SEE FINISH LEGEND.
01.12	INSULATED H.M. MAN DOOR, PAINT TO MATCH ADJACENT WALL SURFACE COLOR, U.N.O.
01.14	SITE CAST TILT-UP CONCRETE PANEL, PAINTED WITH MEDIUM TEXTURED PAINT. SEE EXTERIOR FINISH LEGEND FOR SPECIFIC COLORS.
01.15	1 1/2" DEEP RECESS INTO CONCRETE PANEL, CHAMFER EDGES AND PAINT PER EXTERIOR FINISH LEGEND.

EXTERIOR FINISH LEGEND

KEY	DESCRIPTION	IMAGE	MANUFACTURER	REMARKS / COMMENTS
P1	CONCRETE TILT UP ACCENT		SHERWIN WILLIAMS SW9164/237-C4 "ILLUSIVE GREEN"	MEDIUM TEXTURE
P2	CONCRETE TILT UP ACCENT		SHERWIN WILLIAMS SW6162/212-C1 "ANCIENT MARBLE"	MEDIUM TEXTURE
P3	CONCRETE TILT UP ACCENT		SHERWIN WILLIAMS SW6164/212-C3 "SVELT SAGE"	MEDIUM TEXTURE
P4	CONCRETE TILT UP ACCENT		SHERWIN WILLIAMS SW6236/222-C6 "GRAY HARBOR"	MEDIUM TEXTURE
G	GLASS/ GLAZING		VITRO GLASS - LOW-E SOLARBAN 60; SOLARGRAY	
AL	METAL ALUMINUM		STOREFRONT FRAME - CLEAR ANODIZED	



4 WEST ELEVATION -PLANNING
SCALE: 1/16" = 1'-0"

REVISIONS

BY	DATE	DESCRIPTION

DRAWN AS
CHECKED BS
DESIGNED KS
FILENAME

REVIVAL INDUSTRIAL

EXTERIOR ELEVATIONS

INTERGROUP ARCHITECTS
■ architecture
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2000 West Littleton Blvd
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SCALE AS SHOWN
DATE 3-20-2025
SHEETS 2 SHEET 2

By:Author
11/12/2025 9:33:29 AM

CITY OF ARVADA

REPORT TO CITY COUNCIL ORDINANCE FIRST READING

AGENDA ITEM 8.C.2.A.

TO: THE HONORABLE CITY COUNCIL DATE: July 7, 2026

SUBJECT: CB26-022, An Ordinance Annexing Certain Land into the City of Arvada, Revival Industrial, a 5.3980 acre parcel of land approximately located south of State Highway 72, east of 15350 State Highway 72, in the City of Arvada, County of Jefferson, State of Colorado (Public Hearing to be set for July 21, 2026 at 6:15 p.m.)

Report in Brief

The development project is for an approximately 56,000 square foot building on a vacant 5.3980- acre parcel of land near CO-72 and Indiana St. The lot is in unincorporated Jefferson County. The applicant is requesting an Annexation and Rezoning to the MX-S (Mixed-Use, Suburban) Zoning District for the site. The building would be leased to light-industrial business uses which requires Conditional Use approval in the MX-S Zone District.

The Arvada Team recommends that City Council approves CB26-022, An Ordinance Annexing Certain Land into the City of Arvada, Revival Industrial, a 5.3980 acre parcel of land approximately located south of State Highway 72, east of 15350 State Highway 72, in the City of Arvada, County of Jefferson, State of Colorado.

Financial Impact

There is no fiscal impact to the city.

Background

The development project is for an approximately 56,000 square foot building on a vacant 5.3980-acre parcel of land near CO-72 and Indiana St. The lot is in unincorporated Jefferson County. The applicant is requesting an Annexation and Rezoning to the MX-S (Mixed-Use, Suburban) Zoning District for the site. The building would be leased to light-industrial business uses which requires Conditional Use approval in the MX-S Zone District.

The subject property is located on the south side of State Highway 72 southwest of the Welton Reservoir and .36 miles west of Indiana Street. A Phase I Environmental Site Assessment revealed the property was first developed as grazing land contiguous with the adjoining property with an elevated Union Pacific railroad track present on the adjoining property to the south. Currently, the property is vacant.

The subject property is currently zoned SR-2, low density residential, and the surrounding uses are mixed. There are two self-storage unit lots, one commercial property and a few rural residential lots surrounding the property. The property to the immediate east as well as SH 72 is incorporated into the City of Arvada while the remaining abutting properties are in unincorporated Jefferson County. The applicant is requesting the subject property be rezoned to the MX-S (Mixed-Use, Suburban) within the City of Arvada, which allows for a variety of land uses including residential, hospitality, recreation, and entertainment uses, commercial, medical, manufacturing, schools, light industrial, and distribution, and motor vehicle uses.

Discussion

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of the subject property.	Complies	The annexation area is included within the Comprehensive Plan Future Land Use map and is consistent with the Mixed-Use designation and associated MX-S Zoning District request. Incorporation into the City will require development to meet the City's development and design standards and will contribute to the tax base, therefore serving the best interests of the City.
2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code, 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. All applicable standards pertaining to the use specific standards found in 3-1-3-7. - Industrial, processing, recycling, storage, and disposal standards shall be adhered to and complied with. No variation or modifications are requested.
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. A "Will-Serve" letter has been included in the project file by the Ralston Valley Water and Sanitation district stating they have the capacity and will serve the 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 May 29, 2024. Representatives for the project, City Staff, and four (4) additional community members were in attendance. Four neighbors attended and asked questions related to potential future users, traffic, water availability, and future development possibilities along Highway 72. All neighbors appeared supportive of the project. The applicant also prepared a summary of the meeting, which is attached.

Commission Recommendation

On May 6, 2026, the Planning Commission voted 6 to 0 to recommend for approval to the City Council on (date of meeting)

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada Team recommends that the City Council Approve An Ordinance Annexing Certain Land into the City of Arvada, Revival Industrial, a 5.3980 acre parcel of land approximately located south of State Highway 72, east of 15350 State Highway 72, in the City of Arvada, County of Jefferson, State of Colorado.

Suggested Motion:

I move that CB26-022, An Ordinance Annexing Certain Land into the City of Arvada, Revival Industrial, a 5.3980 acre parcel of land approximately located south of State Highway 72, east of 15350 State Highway 72, in the City of Arvada, County of Jefferson, State of Colorado, be (approved on first reading, ordered published in full, and a public hearing date be set for July 21, 2026 at 6:15 p.m.) (rejected).

Prepared by:
Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Julia Duncan, Senior Planner	06/24/2026
Rob Smetana, Planning Manager	06/24/2026
Jessica Garner, Director of Community and Economic Development	06/24/2026
Gail Walker, Legal Specialist-Contracts	06/24/2026
Kelsy Sargent, Assistant City Attorney	06/25/2026
Rachel Morris, City Attorney	06/25/2026
Allison Scheck, Deputy City Manager	06/25/2026
Don Wick, City Manager	06/29/2026

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 26-022
ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA, REVIVAL INDUSTRIAL, A 5.3980 ACRE PARCEL OF LAND APPROXIMATELY LOCATED SOUTH OF STATE HIGHWAY 72, EAST OF 15350 STATE HIGHWAY 72, IN THE CITY OF ARVADA, 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 LOW 18 LYING SOUTH OF COLORADO STATE HIGHWAY 72, AND THAT PART OF LOT 31 LYING NORTH OF THE RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD, BEING ANNEXTED INTO THE CITY OF ARVADA AND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO

More fully described in 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 7th day of July, 2026.

PASSED, ADOPTED, AND APPROVED this ____ day of _____, 20__.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

Publication Dates: July 9, 2026

Exhibit A

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA, REVIVAL INDUSTRIAL, A 5.3980 ACRE PARCEL OF LAND APPROXIMATELY LOCATED SOUTH OF STATE HIGHWAY 72, EAST OF 15350 STATE
HIGHWAY 72, IN THE CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

Exhibit A

ANNEXATION PROPERTY DESCRIPTION:

THAT PART OF LOT 18 LYING SOUTH OF COLORADO STATE HIGHWAY 72, AND THAT PART OF LOT 31 LYING NORTH OF THE RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD, BEING ANNEXED INTO THE CITY OF ARVADA AND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBE AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 25 FROM WHENCE THE EAST QUARTER CORNER OF SAID SECTION 25 IS ASSUMED TO BEAR SOUTH 89°36'54" EAST A DISTANCE OF 2639.86 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE SOUTH 89°36'54" EAST ON THE EAST-WEST CENTERLINE OF SAID SECTION 25 A DISTANCE OF 732.73 FEET;

THENCE NORTH 00°23'06" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD RECORDED AT RECEPTION NO. 93218436;

THENCE NORTH 63°14'36" WEST ON SAID RAILROAD RIGHT-OF-WAY LINE A DISTANCE OF 62.27 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID RAILROAD RIGHT-OF-WAY LINE NORTH 63°14'36" WEST A DISTANCE OF 360.26 FEET;

THENCE NORTH 00°04'48" EAST DEPARTING SAID RAILROAD RIGHT-OF-WAY LINE A DISTANCE OF 606.58 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 72 RECORDED IN BOOK 429 AT PAGE 375;

THENCE SOUTH 84°19'42" EAST ON SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 322.59 FEET;

THENCE SOUTH 00°00'48" WEST DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 736.88 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 215,921 SQUARE FEET OR 4.96 ACRES MORE OR LESS.

LAND OF REVIVAL ANNEXATION MAP

A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M. COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 1 OF 2

ANNEXATION PROPERTY DESCRIPTION:

THAT PART OF LOT 18 LYING SOUTH OF COLORADO STATE HIGHWAY 72, AND THAT PART OF LOT 31 LYING NORTH OF THE RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD, BEING ANNEXED INTO THE CITY OF ARVADA AND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBE AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 25 FROM WHENCE THE EAST QUARTER CORNER OF SAID SECTION 25 IS ASSUMED TO BEAR SOUTH 89°36'54" EAST A DISTANCE OF 2639.86 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE SOUTH 89°36'54" EAST ON THE EAST-WEST CENTERLINE OF SAID SECTION 25 A DISTANCE OF 732.73 FEET;

THENCE NORTH 00°23'06" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD RECORDED AT RECEPTION NO. 93218436;

THENCE NORTH 63°14'36" WEST ON SAID NORTHERLY RAILROAD RIGHT-OF-WAY LINE A DISTANCE OF 62.27 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID NORTHERLY RAILROAD RIGHT-OF-WAY LINE NORTH 63°14'36" WEST A DISTANCE OF 360.26 FEET;

THENCE NORTH 00°04'48" EAST DEPARTING SAID NORTHERLY RAILROAD RIGHT-OF-WAY LINE A DISTANCE OF 606.58 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 72 RECORDED IN BOOK 429 AT PAGE 375;

THENCE SOUTH 84°19'42" EAST ON SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 322.59 FEET;

THENCE SOUTH 00°00'48" WEST DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 736.88 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 215,910 SQUARE FEET OR 4.96 ACRES MORE OR LESS.

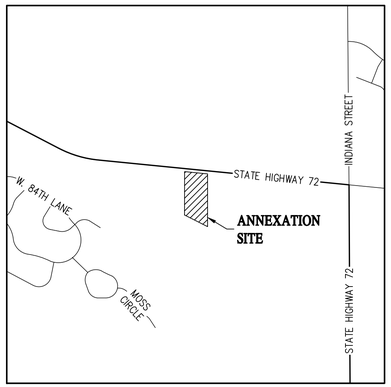
GENERAL NOTES:

1. BASIS OF BEARINGS: ASSUMING THE EAST-WEST CENTER LINE OF OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN TO BEAR SOUTH 89°36'54" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 2639.86 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

2. DISTANCES ON THIS MAP ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.

3. 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.

4. THIS ANNEXATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY, IT IS INTENDED ONLY TO DEPICT THE ATTACHED GRAPHIC AND PROPERTY DESCRIPTION.



VICINITY MAP
SCALE: 1" = 1000'

SURVEYOR'S STATEMENT:

I, AARON ALVIN DEMO, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE 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. ALL THIS TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

_____
AARON ALVIN DEMO, PLS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38285
FOR AND ON BEHALF OF BASELINE CORPORATION

CONTIGUITY STATEMENT	
TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION	2,026.31 FEET
ONE-SIXTH OF TOTAL PERIMETER OF AREA	337.72 FEET
PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS	1,059.47 FEET
THE TOTAL CONTIGUOUS PERIMETER IS 52%, WHICH MEETS OR EXCEEDS THE 1/6 AREA REQUIRED	

APPROVAL CERTIFICATE:

APPROVED FOR FILING BY THE CITY OF ARVADA THIS _____ DAY OF _____, 2025, A.D.

_____ ATTEST: _____
MAYOR CITY CLERK

ORDINANCE NUMBER: _____

CLERK AND RECORDER'S CERTIFICATE:

_____ _____
CLERK AND RECORDER RECEPTION NUMBER

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY, AT GOLDEN COLORADO ON THIS _____ DAY OF _____, 20____ AT _____0'CLOCK.

BY: _____ _____
JEFFERSON COUNTY CLERK AND RECORDER DEPUTY CLERK

BASELINE
Engineering - Planning - Surveying
4862 INNOVATION DR, SUITE 100 - FORT COLLINS, COLORADO 80525
P: 9703537600 -F: 866.679.4864 - www.baselinecorp.com

DRAWING DATE: 1/2/2025
DRAWN BY: LRY
CHECKED BY: DKL
JOB NO: 15387

M:\co-15387 WESTMINSTER GARDENS\Drawings\15387 - Annexation Map.dwg

LAND OF REVIVAL ANNEXATION MAP

A PORTION OF THE NORTHEAST QUARTER OF SECTION 25,
TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M.
COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 2 OF 2

N

GRAPHIC SCALE
50 0 50 100
(IN FEET)
1 INCH = 50 FT

LEGEND

- SUBJECT BOUNDARY
- ALIQUOT LINE
- CONTIGUOUS CITY LIMITS LINE
- PROPERTY LINE

BASELINE
Engineering - Planning - Surveying
4862 INNOVATION DR, SUITE 100 - FORT COLLINS, COLORADO 80525
P: 970.3537600 - F: 866.674.4864 - www.baselinecorp.com

AARON A. DEMO,
PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38285
FOR AND ON BEHALF OF BASELINE CORP.

DRAWING DATE:	1/6/2025
DRAWN BY:	LRY
CHECKED BY:	DKL
JOB NO:	15387

M:\co-15387 WESTMINSTER GARDENS\Drawings\15387 - Annexation Map.dwg

NAME OF ANNEXATION: **REVIVAL INDUSTRIAL**

APPROXIMATE LOCATION: **15350 STATE HIGHWAY 72, ARVADA, CO**

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, you 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 accessed 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 Arvad approve the annexation of the area proposed to be annexed.

Owner's Signature: Norma Waugh

Owner's Name: Norma Waugh

Address: 7773 Zang St., Arvada, Co 80005

Date of signing: 11/6/25

CITY OF ARVADA

REPORT TO CITY COUNCIL ORDINANCE FIRST READING

AGENDA ITEM 8.C.2.B.

TO: THE HONORABLE CITY COUNCIL DATE: July 7, 2026

SUBJECT: CB26-023, An Ordinance Rezoning Certain Land Within The City Of Arvada, Revival Industrial, From Jefferson County SR-2 To City Of Arvada MX-S (Mixed-Use, Suburban) And Amending The Official Zoning Maps Of The City Of Arvada, Colorado, A 5.3980 Acre Parcel Of Land Approximately Located South Of State Highway 72, East Of 15350 State Highway 72. (Public hearing to be set for July 21, 2026 at 6:15 p.m.)

Report in Brief

The development project is for an approximately 56,000 square foot building on a vacant 5.3980- acre parcel of land near CO-72 and Indiana St. The lot is in unincorporated Jefferson County. The applicant is requesting an Annexation and Rezoning to the MX-S (Mixed-Use, Suburban) Zoning District for the site. The building would be leased to light-industrial business uses which requires Conditional Use approval in the MX-S Zone District.

The Arvada Team recommends that City Council approves CB26-023, An Ordinance Rezoning Certain Land Within The City Of Arvada, Revival Industrial, From Jefferson County Sr-2 To City Of Arvada Mx-S (Mixed-Use, Suburban) And Amending The Official Zoning Maps Of The City Of Arvada, Colorado, A 5.3980 Acre Parcel Of Land Approximately Located South Of State Highway 72, East Of 15350 State Highway 72.

Financial Impact

There is no fiscal impact to the city.

Background

The development project is for an approximately 56,000 square foot building on a vacant 5.3980-acre parcel of land near CO-72 and Indiana St. The lot is in unincorporated Jefferson County. The applicant is requesting an Annexation and Rezoning to the MX-S (Mixed-Use, Suburban) Zoning District for the site. The building would be leased to light-industrial business uses which requires Conditional Use approval in the MX-S Zone District.

The subject property is located on the south side of State Highway 72 southwest of the Welton Reservoir and .36 miles west of Indiana Street. A Phase I Environmental Site Assessment revealed the property was first developed as grazing land contiguous with the adjoining property with an elevated Union Pacific railroad track present on the adjoining property to the south. Currently, the property is vacant.

The subject property is currently zoned SR-2, low density residential, and the surrounding uses are mixed. There are two self-storage unit lots, one commercial property and a few rural residential lots surrounding the property. The property to the immediate east as well as SH 72 is incorporated into the City of Arvada while the remaining abutting properties are in unincorporated Jefferson County. The applicant is requesting the subject property be rezoned to the MX-S (Mixed-Use, Suburban) within the City of Arvada, which allows for a variety of land uses including residential, hospitality, recreation, and entertainment uses, commercial, medical, manufacturing, schools, light industrial, and distribution, and motor vehicle uses.

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 MX-S (Mixed-Use, Suburban) zoning designation is consistent with the Mixed-Use Community Plan designation of the Comprehensive Plan Future Land Use Map. The property is also located in the Northwest Arvada Sub-Area Plan Phase 1 area. The project is consistent with the Mixed-Use designation that is supported by the plan and provides connectivity by the inclusion of the pedestrian pathway to eastern trail connection.
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 with Conditional Use approval. The surrounding area includes existing similar uses such as the Self-Storage facility to the immediate east. Further, the lot to the east that abuts State Highway 72 is engaged in the entitlement process for a similar light industrial use and will be seeking a Conditional Use as well. The similarity of the uses is consistent with the allowed uses under the Land Development Code. The purpose of the Mixed-Use, Suburban (MX-S) Zoning District is to provide for a variety of residential and nonresidential uses, in vertically mixed-use, horizontally mixed-use, or single-use configurations.
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 MX-S Zoning District is consistent with the adjacent properties as discussed in Item 2 above.

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 May 29, 2024. Representatives for the project, City Staff, and four (4) additional community members were in attendance. Four neighbors attended and asked questions related to potential future users, traffic, water availability, and future development possibilities along Highway 72. All neighbors appeared supportive of the project. The applicant also prepared a summary of the meeting, which is attached.

Commission Recommendation

On May 6, 2026, the Planning Commission voted 6 to 0 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.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada Team recommends that the City Council approve An Ordinance Rezoning Certain Land Within The City Of Arvada, Revival Industrial, From Jefferson County SR-2 To City Of Arvada MX-S (Mixed-Use, Suburban) And Amending The Official Zoning Maps Of The City Of Arvada, Colorado, A 5.3980 Acre Parcel Of Land Approximately Located South Of State Highway 72, East Of 15350 State Highway 72, in the City of Arvada, CO.

Suggested Motion:

I move that CB26-023, An Ordinance Rezoning Certain Land Within The City Of Arvada, Revival Industrial, From Jefferson County SR-2 To City Of Arvada MX-S (Mixed-Use, Suburban) And Amending The Official Zoning Maps Of The City Of Arvada, Colorado, A 5.3980 Acre Parcel Of Land Approximately Located South Of State Highway 72, East Of 15350 State Highway 72, be (approved on first reading, ordered published in full, and a public hearing date be set for July 21, 2026, at 6:15 p.m.) (rejected).

Prepared by:
Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Julia Duncan, Senior Planner	06/24/2026
Rob Smetana, Planning Manager	06/24/2026
Jessica Garner, Director of Community and Economic Development	06/24/2026
Gail Walker, Legal Specialist-Contracts	06/24/2026
Kelsy Sargent, Assistant City Attorney	06/25/2026
Rachel Morris, City Attorney	06/25/2026
Allison Scheck, Deputy City Manager	06/25/2026
Don Wick, City Manager	06/29/2026

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 26-023
ORDINANCE NO.

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, REVIVAL INDUSTRIAL, FROM JEFFERSON COUNTY SR-2 TO CITY OF ARVADA MX-S (MIXED-USE, SUBURBAN) AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, A 5.3980 ACRE PARCEL OF LAND APPROXIMATELY LOCATED SOUTH OF STATE HIGHWAY 72, EAST OF 15350 STATE HIGHWAY 72

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 SR-2 to City of Arvada MX-S (Mixed Use, Suburban).

THAT PART OF LOW 18 LYING SOUTH OF COLORADO STATE HIGHWAY 72, AND THAT PART OF LOT 31 LYING NORTH OF THE RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD, BEING ANNEXTED INTO THE CITY OF ARVADA AND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO

More fully described in 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 7th day of July, 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: July 9, 2026

Exhibit A

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, REVIVAL INDUSTRIAL, FROM JEFFERSON COUNTY SR-2 TO CITY OF ARVADA MX-S (MIXED-USE, SUBURBAN) AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, A 5.3980 ACRE PARCEL OF LAND APPROXIMATELY LOCATED SOUTH OF STATE HIGHWAY 72, EAST OF 15350 STATE HIGHWAY 72

Exhibit A

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THENCE NORTH 00°04'48" EAST DEPARTING SAID RAILROAD RIGHT-OF-WAY LINE A DISTANCE OF 606.58 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 72 RECORDED IN BOOK 429 AT PAGE 375;

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THENCE SOUTH 00°00'48" WEST DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 736.88 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 215,921 SQUARE FEET OR 4.96 ACRES MORE OR LESS.

LAND OF REVIVAL ZONING MAP

A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M. COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 1 OF 2

PROJECT SUMMARY

TO REZONE THE SUBJECT PROPERTY FROM SR-2 TO MIXED-USE SUBURBAN (MX-S)

PROPERTY DESCRIPTION:

THAT PART OF LOT 18 LYING SOUTH OF COLORADO STATE HIGHWAY 72, AND THAT PART OF LOT 31 LYING NORTH OF THE RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD, BEING ANNEXED INTO THE CITY OF ARVADA AND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBE AS FOLLOWS:

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GENERAL NOTES:

1. BASIS OF BEARINGS: ASSUMING THE EAST-WEST CENTER LINE OF OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN TO BEAR SOUTH 89°36'54" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 2639.86 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

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3. 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.

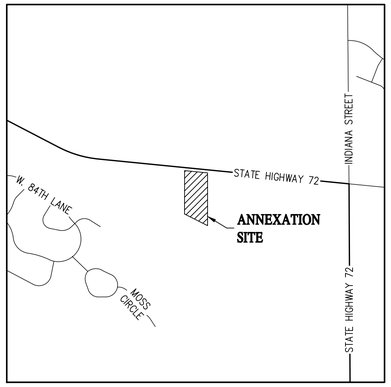
4. THIS ZONING MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY, IT IS INTENDED ONLY TO DEPICT THE ATTACHED GRAPHIC AND PROPERTY DESCRIPTION.

SURVEYOR'S STATEMENT:

I, AARON ALVIN DEMO, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS ZONING MAP WAS PREPARED UNDER MY PERSONAL SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION THEREOF, ALL THIS TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

_____

AARON ALVIN DEMO, PLS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38285
FOR AND ON BEHALF OF BASELINE CORPORATION



VICINITY MAP
SCALE: 1" = 1000'

APPROVAL CERTIFICATE:

APPROVED FOR FILING BY THE CITY OF ARVADA THIS _____ DAY OF _____, 2025, A.D.

_____ ATTEST: _____
MAYOR CITY CLERK

ORDINANCE NUMBER: _____

CLERK AND RECORDER'S CERTIFICATE:

_____ _____
CLERK AND RECORDER RECEPTION NUMBER

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY, AT GOLDEN COLORADO ON THIS _____ DAY OF _____, 20____ AT _____O'CLOCK.

BY: _____ _____
JEFFERSON COUNTY CLERK AND RECORDER DEPUTY CLERK

BASELINE
Engineering - Planning - Surveying
4862 INNOVATION DR, SUITE 100 - FORT COLLINS, COLORADO 80525
P: 9703537600 - F: 866.6794864 - www.baselinecorp.com

DRAWING DATE:	1/2/2025
DRAWN BY:	LRY
CHECKED BY:	DKL
JOB NO:	15387

M:\co-15387 WESTMINSTER GARDENS\Drawings\15387 - Zoning Map.dwg

LAND OF REVIVAL ZONING MAP

A PORTION OF THE NORTHEAST QUARTER OF SECTION 25,
TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M.
COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 2 OF 2

N

GRAPHIC SCALE
50 0 50 100
(IN FEET)
1 INCH = 50 FT

LEGEND

- SUBJECT BOUNDARY
- ALIQUOT LINE
- PROPERTY LINE

BASELINE
Engineering - Planning - Surveying
4862 INNOVATION DR, SUITE 100 - FORT COLLINS, COLORADO 80525
P: 970.3537600 *F: 866.673.4864* www.baselinecorp.com

AARON A. DEMO,
PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38285
FOR AND ON BEHALF OF BASELINE CORP.

DRAWING DATE:	1/6/2025
DRAWN BY:	LRY
CHECKED BY:	DKL
JOB NO:	15387

M:\co-15387 WESTMINSTER GARDENS\Drawings\15387 - Zoning Map.dwg

CITY OF ARVADA

REPORT TO CITY COUNCIL ORDINANCE FIRST READING

AGENDA ITEM 8.C.2.C.

TO: THE HONORABLE CITY COUNCIL DATE: July 7, 2026

SUBJECT: CB26-024, An Ordinance Approving A Conditional Use Permit For Revival Industrial, A 5.3980 Acre Parcel Of Land Located Approximately South Of State Highway 72, East Of 15350 State Highway 72. (Public hearing to be set for July 21, 2026, at 6:15 p.m.)

Report in Brief

The development project is for an approximately 56,000 square foot building on a vacant 5.3980- acre parcel of land near CO-72 and Indiana St. The lot is in unincorporated Jefferson County. The applicant is requesting an Annexation and Rezoning to the MX-S (Mixed-Use, Suburban) Zoning District for the site. The building would be leased to light-industrial business uses which requires Conditional Use approval in the MX-S Zone District.

The Arvada Team recommends that City Council approves CB26-024, an Ordinance approving a Conditional Use Permit for Light Industrial uses at Revival Industrial, a 5.3980 Acre Parcel Of Land Approximately Located South Of State Highway 72, East Of 15350 State Highway 72.

Financial Impact

There is no fiscal impact to the city.

Background

The development project is for an approximately 56,000 square foot building on a vacant 5.3980-acre parcel of land near CO-72 and Indiana St. The lot is in unincorporated Jefferson County. The applicant is requesting an Annexation and Rezoning to the MX-S (Mixed-Use, Suburban) Zoning District for the site. The building would be leased to light-industrial business uses which requires Conditional Use approval in the MX-S Zone District.

The subject property is located on the south side of State Highway 72 southwest of the Welton Reservoir and .36 miles west of Indiana Street. A Phase I Environmental Site Assessment revealed the property was first developed as grazing land contiguous with the adjoining property with an elevated Union Pacific railroad track present on the adjoining property to the south. Currently, the property is vacant.

The subject property is currently zoned SR-2, low density residential, and the surrounding uses are mixed. There are two self-storage unit lots, one commercial property and a few rural residential lots surrounding the property. The property to the immediate east as well as SH 72 is incorporated into the City of Arvada while the remaining abutting properties are in unincorporated Jefferson County. The applicant is requesting the subject property be rezoned to the MX-S (Mixed-Use, Suburban) within the City of Arvada, which allows for a variety of land uses including residential, hospitality, recreation, and entertainment uses, commercial, medical, manufacturing, schools, light industrial, and distribution, and motor vehicle uses.

Discussion

Div. 8-3-5 Conditional Use Approval Criteria	Finding	Rationale
1. The application complies with the applicable standards of this LDC, other adopted City ordinances, resolutions and regulations including but not limited to any use-specific standards for the proposed conditional use in Division 3-1-3, any approved Master Development Plan that includes the property, and any conditions specifically applied to development of the property by the Planning Commission or City Council in a prior decision affecting the property;	Complies	The MX-S land use category lists Light Industrial as a conditional use. Revival Industrial tenants will include businesses such as manufacturers or distributors of outdoor mountain gear, skiing equipment, mountain biking, telecommunication installers, plumbing or HVAC installers, and other similar uses that are beneficial to the local community with their products and services. These are typical business; industrial and warehouse type uses and are consistent with the Comprehensive Land Use plan.
2. The application is consistent with the Arvada Comprehensive Plan;	Complies	The site is designated as Mixed Use (MU). The Mixed-Use category is intended to promote a wide range of land uses, including retail, office, light industrial, live-work, and medium and higher density residential. The intended businesses and manufacturers that would lease this building are appropriate to the area and surrounding properties of the Mixed-use Zoning District. Further, the project achieves several goals and policies in the Comprehensive Plan as listed above such as preserving and providing land for industrial development.
3. The use is consistent with the purpose and intent of the Zoning District in which it is located;	Complies	The site is zoned Mixed-Use Suburban (MX-S). The intent of the MX-S Zoning District is to provide for a variety of residential and nonresidential uses, in vertically mixed-use, horizontally mixed-use, or single-use configurations. The intended businesses, service providers and manufacturers that would lease this building are typical business, industrial and warehouse type uses, consistent with the MX-S Zoning District.
4. The size, scale, height, density, multi-modal traffic impacts, hours of operation and other similar characteristics of the proposed use are comparable with existing and planned uses in	Complies	The proposed building and site design meets the requirements of the MX-S Zoning District as well as the Land Development Code and fits in with the buildings and uses of the

the surrounding area and the Zoning District regulations;		surrounding properties. The neighboring storage unit facility and nurseries have similar hours of operation and comparable size buildings and developments.
5. Facilities and services including sewer, water, storm water, gas, electricity, police and fire protection, and roads and transportation will, prior to or as part of the development, be available to serve the subject property while maintaining adequate levels of service for existing development; and	Complies	As discussed above, facilities and services including sewer, water, storm water, gas, electricity, and police and fire protection will be available to serve the property while maintaining adequate levels for the existing development.
6. The application mitigates any adverse impacts on the surrounding area to the degree practicable.	Complies	The TIS indicated warranted improvements described below and the Environmental Site Assessment determined no recognized environmental conditions. <u>Traffic</u> Roadway and intersection improvement recommendations were assessed pursuant to roadway descriptions discussed in the TIS. At the State Highway 72 intersection with Self Storage Access, the existing westbound left turn deceleration lane is recommended to be lengthened to accommodate CDOT's minimum criteria of 700 feet. <u>Environmental</u> The Environmental Assessment did not identify any recognized environmental conditions that would require further investigation. There were no controlled and historical environmental conditions, or de minimis conditions identified.

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 May 29, 2024. Representatives for the project, City Staff, and four (4) additional community members were in attendance. Four neighbors attended and asked questions related to potential future users, traffic, water availability, and future development possibilities along Highway 72. All neighbors appeared supportive of the project. The applicant also prepared a summary of the meeting, which is attached.

Commission Recommendation

On May 6, 2026, the Planning Commission voted 6 to 0 to recommend approva 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.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada Team recommends that the City Council approve An Ordinance Approving A Conditional Use Permit For Revival Industrial, A 5.3980 Acre Parcel Of Land Located Approximately South Of State Highway 72, East Of 15350 State Highway 72.

Suggested Motion:

I move that CB26-024, An Ordinance Approving A Conditional Use Permit For Revival Industrial, A 5.3980 Acre Parcel Of Land Located Approximately South Of State Highway 72, East Of 15350 State Highway 72, be (approved on first reading, ordered published in full, and a public hearing date be set for July 21, 2026, at 6:15 p.m.) (rejected).

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Julia Duncan, Senior Planner	06/24/2026
Josie Suk, Development Systems and Administrative Manager	06/24/2026
Rob Smetana, Planning Manager	06/24/2026
Jessica Garner, Director of Community and Economic Development	06/24/2026
Gail Walker, Legal Specialist-Contracts	06/24/2026
Kelsy Sargent, Assistant City Attorney	06/25/2026
Rachel Morris, City Attorney	06/25/2026
Allison Scheck, Deputy City Manager	06/25/2026
Don Wick, City Manager	06/29/2026

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 26-024
ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR REVIVAL INDUSTRIAL, A 5.3980 ACRE PARCEL OF LAND LOCATED APPROXIMATELY SOUTH OF STATE HIGHWAY 72, EAST OF 15350 STATE HIGHWAY 72

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

Section 1. A conditional use permit is hereby approved for the following-described property to allow a building on a vacant 5.3980-acre parcel of land near CO-72 and Indiana St. The building would be leased to light-industrial business uses which requires Conditional Use approval in the MX-S Zone District.

LEGAL DESCRIPTION:

THAT PART OF LOW 18 LYING SOUTH OF COLORADO STATE HIGHWAY 72, AND THAT PART OF LOT 31 LYING NORTH OF THE RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD, BEING ANNEXTED INTO THE CITY OF ARVADA AND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO

More fully described in Exhibit A.

Section 2. The conditional use permit hereby approved by this ordinance is expressly conditioned upon such conditions, limitations, mitigation measures, and restrictions as are set forth in such permit.

Section 3. The Conditional Use Permit, including any conditions or provisions imposed upon this conditional use, shall be recorded with the Clerk and Recorder's Office in the County in which the property is located.

Section 4. This Ordinance shall be effective fifteen days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 7th day of July, 2026.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 20__.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

BY: _____

Publication Dates: July 9, 2026

Exhibit A

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR REVIVAL INDUSTRIAL, A 5.3980 ACRE PARCEL OF LAND LOCATED APPROXIMATELY SOUTH OF STATE HIGHWAY 72, EAST OF 15350 STATE HIGHWAY 72

Exhibit A

ANNEXATION PROPERTY DESCRIPTION:

THAT PART OF LOT 18 LYING SOUTH OF COLORADO STATE HIGHWAY 72, AND THAT PART OF LOT 31 LYING NORTH OF THE RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD, BEING ANNEXED INTO THE CITY OF ARVADA AND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBE AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 25 FROM WHENCE THE EAST QUARTER CORNER OF SAID SECTION 25 IS ASSUMED TO BEAR SOUTH 89°36'54" EAST A DISTANCE OF 2639.86 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE SOUTH 89°36'54" EAST ON THE EAST-WEST CENTERLINE OF SAID SECTION 25 A DISTANCE OF 732.73 FEET;

THENCE NORTH 00°23'06" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD RECORDED AT RECEPTION NO. 93218436;

THENCE NORTH 63°14'36" WEST ON SAID RAILROAD RIGHT-OF-WAY LINE A DISTANCE OF 62.27 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID RAILROAD RIGHT-OF-WAY LINE NORTH 63°14'36" WEST A DISTANCE OF 360.26 FEET;

THENCE NORTH 00°04'48" EAST DEPARTING SAID RAILROAD RIGHT-OF-WAY LINE A DISTANCE OF 606.58 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 72 RECORDED IN BOOK 429 AT PAGE 375;

THENCE SOUTH 84°19'42" EAST ON SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 322.59 FEET;

THENCE SOUTH 00°00'48" WEST DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 736.88 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 215,921 SQUARE FEET OR 4.96 ACRES MORE OR LESS.

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 9.A.

TO: THE HONORABLE CITY COUNCIL DATE: July 7, 2026

SUBJECT: Council Consideration of Whether or Not to Make a Motion to Reconsider the April 21, 2026 Decision Regarding CB26-008, An Ordinance Approving a Conditional Use Permit for Avalon Arvada for a Project Known as "Welby Gardens" Approximately Located at 17201 W 64th Ave.

Report in Brief

On April 21, 2026, Council held a public hearing on CB26-008, An Ordinance Approving a Conditional Use Permit to Allow 384 Multifamily and 51 Townhome Units on Site in the MX-S (Mixed Use Suburban) Zoning District for Avalon Arvada, a 20.1 Acre Parcel of Land Approximately Located at 17201 W 64th Ave. After several hours of testimony and the presentation of evidence, Council voted not to approve (and thus denied) the applicant's request for a conditional use permit.

Since the Council's vote, Avalon has twice requested reconsideration of the Council's decision. A motion to reconsider Council's April 21, 2026 vote is governed by Council Rule of Procedure 4(L). A Councilmember on the prevailing side of the April 21, 2026 vote must initiate a motion to reconsider. It is also important to note that an affirmative vote on a motion to reconsider (if made) would not result in an immediate rehearing of the matter. Instead, the rehearing would be set on a future date with appropriate notifications to interested parties prior to that date.

On July 7, 2026, Avalon's request for reconsideration is set on the agenda before the Council for limited public comment, Council discussion and/or debate, and possibly a motion for reconsideration if appropriate.

Prepared by:
Rachel Morris, City Attorney

Reviewed by:

Approved by:

Rachel Morris, City Attorney	06/23/2026
Allison Scheck, Deputy City Manager	06/23/2026
Don Wick, City Manager	06/24/2026

Enclosure, exhibits & attachments required to support the report

OTTENJOHNSON
ROBINSON NEFF + RAGONETTI PC

May 5, 2026

CORY M. RUTZ
303 575 7531
CRUTZ@OTTENJOHNSON.COM

VIA E-MAIL TO: KSARGENT@ARVADA.ORG; RMORRIS@ARVADA.ORG

City of Arvada
Attn: Kelsy Sargent & Rachel Morris
8101 Ralston Road
Arvada, CO 80001-8101

Re: Avalon Arvada, DA2025-0035 ("Project")

Dear Kelsy & Rachel:

This firm is counsel to AvalonBay Communities, Inc. ("AvalonBay"), which is the applicant with respect to the Project. We appreciate your continued cooperation with AvalonBay with respect to the development of the Project. As you know, City Council considered the request for a conditional use permit for the Project ("CUP") at a lengthy public hearing held on April 21, 2026, which ended in a split vote on a motion to approve the CUP ("Motion"), which motion failed pursuant to Rule 2.L of the City Council Rules of Procedures Governing Meetings ("Rules of Procedure").

The purpose of this letter is to request that City Council reconsider the Motion in order to comply with Section 8-2-3-13.D.3 of the Land Development Code ("LDC"), which requires that "City Council *shall*:

1. Apply the approval criteria for review and approval as stated in the LDC when considering an application.

2. At the conclusion of the public hearing, approve the application as presented; approve with conditions, or deny the application. The City Council may also defer its decision to obtain additional information, or it may remand the application to the Planning Commission for further consideration." *(emphasis added)*

As a preliminary matter, AvalonBay requests that City Council reconsider the Motion to comply with the second provision above, which requires City Council to take definitive action on the CUP—whether that action be to approve, approved with conditions, deny, defer, or remand the CUP. The failure of the Motion to pass does not constitute the affirmative decision required by the LDC.

Moreover, AvalonBay requests that City Council also reconsider the Motion with respect to the second provision above, in order to allow AvalonBay to provide new information pursuant to Rule 4.L.8 of the Rules of Procedure, in the form of the following:

- One or more economic and feasibility studies with respect to the potential of the Project to attract and support retail and similar commercial uses;

- Additional traffic studies with respect to the traffic impacts of any such retail and similar commercial uses, relative to the residential uses proposed by the CUP;

- A commitment to install a "pork chop" to direct the flow of traffic exiting the Project south on Easley and avoid any potential for "cut-through" traffic into the residential area to the east;

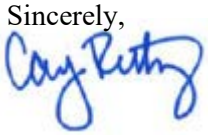
- Additional information regarding ongoing discussions with the property owner directly to the south of the Project (Morningstar).

While AvalonBay believes the Project satisfied all approval criteria on the record presented as of April 21, 2026, it would be pleased to present this additional information for City Council's consideration. AvalonBay will provide such new information prior to the public hearing to take evidence on the narrow issues set forth above, with sufficient time for it to be included into the record and reviewed by all persons who testified at the original public hearing, in addition to City Council.

In reviewing the additional information provided by AvalonBay and, most likely, members of the public, AvalonBay would encourage City Council to remain committed to reviewing the CUP in light of the express approval criteria set forth in Section 8-3-5-1.B of the LDC, specifically as such criteria pertain to the proposed residential use expressed in the conceptual plan provided as part of the CUP.

We look forward to working with you to resolve this matter.

Sincerely,



Cory M. Rutz
For the Firm

CMR/btf

OTTENJOHNSON
ROBINSON NEFF + RAGONETTI PC

May 22, 2026

CORY M. RUTZ
303 575 7531
CRUTZ@OTTENJOHNSON.COM

VIA E-MAIL TO: KSARGENT@ARVADA.ORG; RMORRIS@ARVADA.ORG

City of Arvada
Attn: Kelsy Sargent & Rachel Morris
8101 Ralston Road
Arvada, CO 80001-8101

Re: Avalon Arvada, DA2025-0035 ("Project")

Dear Kelsy & Rachel:

As you know, this firm is counsel to AvalonBay Communities, Inc. ("AvalonBay"), which is the applicant with respect to the Project. We appreciate your continued cooperation with AvalonBay with respect to the development of the Project. On May 5, 2026, we submitted a letter ("Prior Letter") to you requesting reconsideration of City Council's failed motion ("Motion") to approve a conditional use permit for the Project ("CUP"). We understand that City Council has not yet elected to reconsider the Motion.

However, subsequent to the Prior Letter, AvalonBay met with City staff on May 18, 2026, to discuss additional information that may be relevant to the CUP ("Meeting"). As such, the purpose of this letter is to request again that City Council reconsider the Motion in response to that meeting.

In addition to the reasons set forth in the Prior Letter, a copy of which is submitted herewith, AvalonBay requests that City Council reconsider the Motion in order to allow AvalonBay to provide new information pursuant to Rule 4.L.8 of the City Council Rules of Procedures Governing Meetings, in the form of the following:

- While the emergency access plan presented in the CUP received City Staff and Arvada Fire support for providing an adequate level of fire protection and emergency service in the proposed plan, AvalonBay has made efforts to improve the perceived emergency access issues, including:
    - A proposed additional emergency access route from the southwest portion of the Project to Umber Circle (as suggested by City staff during our Meeting), which emergency access is allowable within the existing emergency access easement provided by Morningstar (a copy of which is submitted herewith).

  - A letter submitted to Trail Village Homeowners Association requesting an easement to allow for emergency access from the northwest portion of the Project to Violet Way, including a gate to ensure only emergency access as opposed to general access; and

- One or more economic and feasibility studies with respect to the potential of the Project to attract and support retail and similar commercial uses;

- Additional traffic studies with respect to the traffic impacts of any such retail and similar commercial uses, relative to the residential uses proposed by the CUP;

- With respect to the proposed "pork chop," the attached Exhibit A depicting the design of such pork chop, to be included as a condition of approval of the CUP and finalized during the site plan process, which will direct the flow of traffic exiting the Project south on Easley and limit any potential for "cut-through" traffic into the residential area to the east;

- Traffic demand strategies (as suggested by City staff during our Meeting), to enhance transportation options—and in particular alternative transportation options—for the Project; and

- Additional conceptual renderings (as suggested by City staff during our Meeting) depicting the impact of the proposed Project, in density, bulk, and massing, on the surrounding areas;

While AvalonBay believes the Project satisfied all approval criteria on the record presented as of April 21, 2026, it would be pleased to present this additional information, together with the information referenced in the Prior Letter, for City Council's consideration. AvalonBay will provide such information prior to the public hearing to take evidence on the narrow issues set forth above, with sufficient time for it to be included into the record and reviewed by all persons who testified at the original public hearing, in addition to City Council.

In reviewing the additional information provided by AvalonBay and, most likely, members of the public, AvalonBay would encourage City Council to remain committed to reviewing the CUP in light of the express approval criteria set forth in Section 8-3-5-1.B of the Land Development Code, specifically as such criteria pertain to the proposed residential use expressed in the conceptual plan provided as part of the CUP.

We look forward to working with you to resolve this matter.

Sincerely,

Cory M. Rutz
For the Firm

CMR/btf

AVALON ARVADA
PR SITE

MORNING STAR SENIOR
LIVING SITE

UMBER CIRCLE
(45' ROW)

BW: 5682.55
TW: 5683.13

BW: 5682.95
TW: 5684.61

BW: 5683.29
TW: 5685.00

TW: 5683.78
BW: 5682.49

R27'
R42'
R10'
R26'
20'
26'

5681
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5685
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AVALON ARVADA - SECONDARY EMERGENCY ACCESS EXHIBIT

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SCALE: 1" = 10'

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4.4 REVISED PER CITY COMMENTS - JUNE 2025
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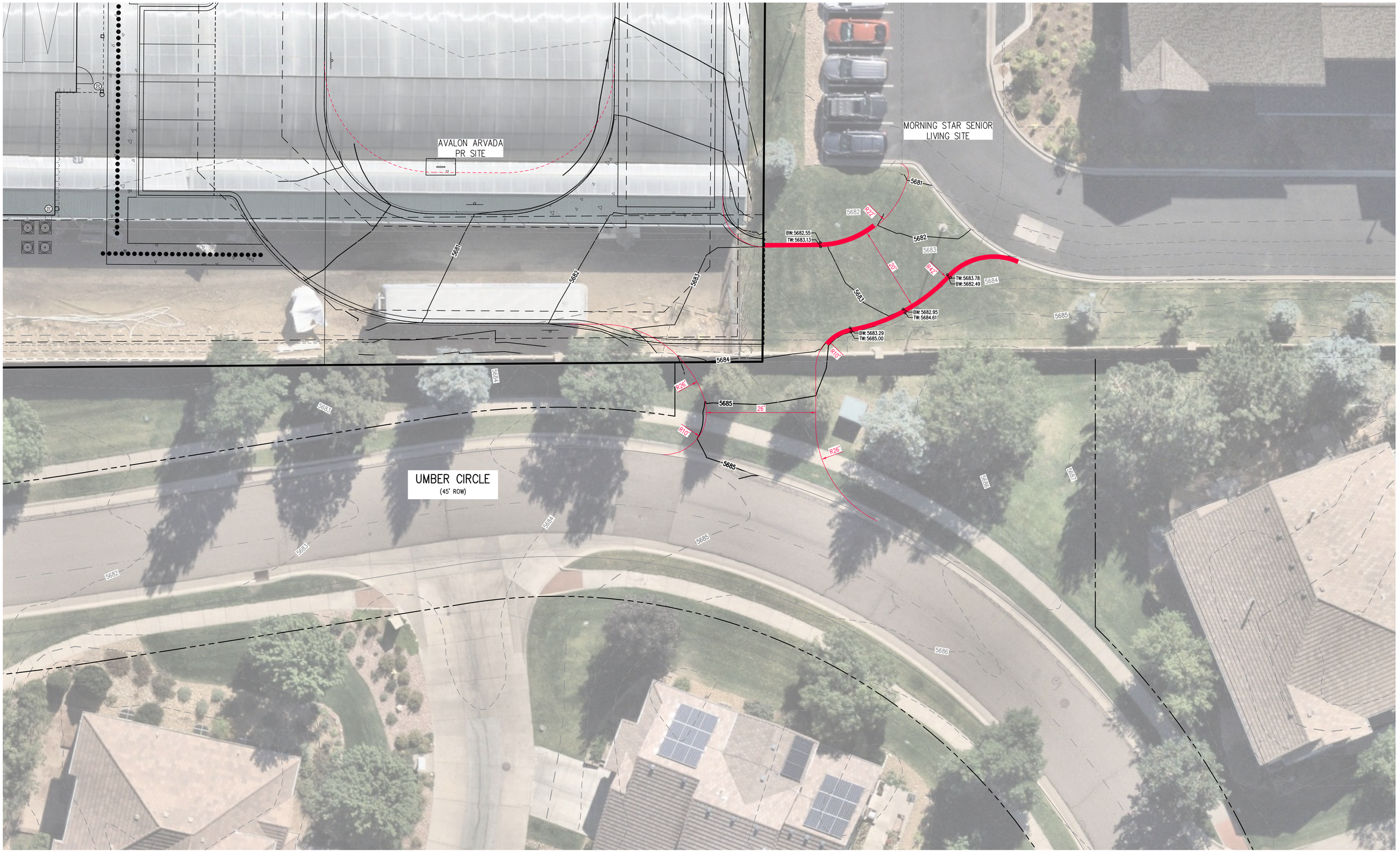

AVALON ARVADA - SECONDARY EMERGENCY ACCESS EXHIBIT

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Active: Arch E1 24 x 36 in. (Landscape)
Plotted: WED 05/01/25 @ 2:00:10P By: Tim Gehrig

AVALON ARVADA
PR SITE

MORNING STAR SENIOR
LIVING SITE

UMBER CIRCLE
(45' ROW)

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TW: 5683.78
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BW: 5682.95
TW: 5684.61

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AVALON ARVADA - SECONDARY EMERGENCY ACCESS EXHIBIT

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Active: Arch E1 24 x 36 in. (Landscape)
Plotted: WED 05/01/26 1:59:29P By: Tim Gehrig

AVALON ARVADA
PR SITE

MORNING STAR SENIOR
LIVING SITE

UMBER CIRCLE
(45' ROW)

Arvada Fire Truck

BW: 5682.55
TW: 5683.13

BW: 5682.95
TW: 5684.61

BW: 5683.29
TW: 5685.00

TW: 5683.78
BW: 5682.49

R27'
R42'
R10'
R26'
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AVALON ARVADA - SECONDARY EMERGENCY ACCESS EXHIBIT
SCALE: 1"=10'

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SCALE: 1" = 10'

File path: P:\2024\241061\ENGINEERING\EXHIBITS\SOUTHWEST ACCESS EXHIBIT_3.DWG Layout: LAYOUT1
Active: Alex Mayo, Wed 10/23/2024 - 8:19:19 AM
Plotted: WED 10/23/24 8:19:19 By: Tim Gerling

May 19, 2026

Trail Village Homeowners Association
Pam Knepp
C/O Keystone HOA Property Management
8700 Turnpike Dr 230
Westminster, CO 80031

RE: Emergency Access Easement Proposal in relation to Welby Gardens site

Dear Members of the Trail Village Homeowners Association,

On behalf of AvalonBay Communities, Inc., we would like to thank you for sharing your concerns regarding emergency egress for both your neighborhood and the Welby Gardens property. We appreciate your continued engagement and commitment to ensuring the safety and preparedness of the surrounding community.

The site benefits from an existing and perpetual emergency access easement through the Morningstar property at the southwest corner of the site, as well as access via Easley Road on the southeast corner of the site. We would like to acknowledge that the Arvada City Staff and Arvada Fire Marshal have reviewed the current emergency access conditions for the Welby Gardens site and have deemed the two existing emergency vehicle access points to be sufficient and fully acceptable to the Fire Department. That said, we understand and respect your interest in enhancing emergency readiness and providing additional assurance in the event of an evacuation scenario.

In that spirit, we are writing to respectfully request your consideration of allowing emergency egress access—limited to emergency vehicles and evacuation-related traffic—across the existing utility, pedestrian, sidewalk, and drainage easement that connects Violet Way to the northwest corner of the Welby Gardens site (also known as Tract G, see Exhibit B). This approach would create added redundancy in emergency access, directly addressing the concerns raised while further strengthening overall safety for the area.

AvalonBay Communities would be responsible for any minimal physical improvements necessary to facilitate such access, and we would coordinate closely with the Association to ensure that any work is thoughtfully designed and minimally impactful. See Exhibit A for a depiction of the proposed emergency access connections to Tract G. We have confirmed that Tract G is more than adequately sized and graded to add this additional and redundant emergency vehicle access point. We understand cut through traffic is a concern and would work with the City and Arvada Fire to provide an access gate at the property line to ensure only emergency access use.

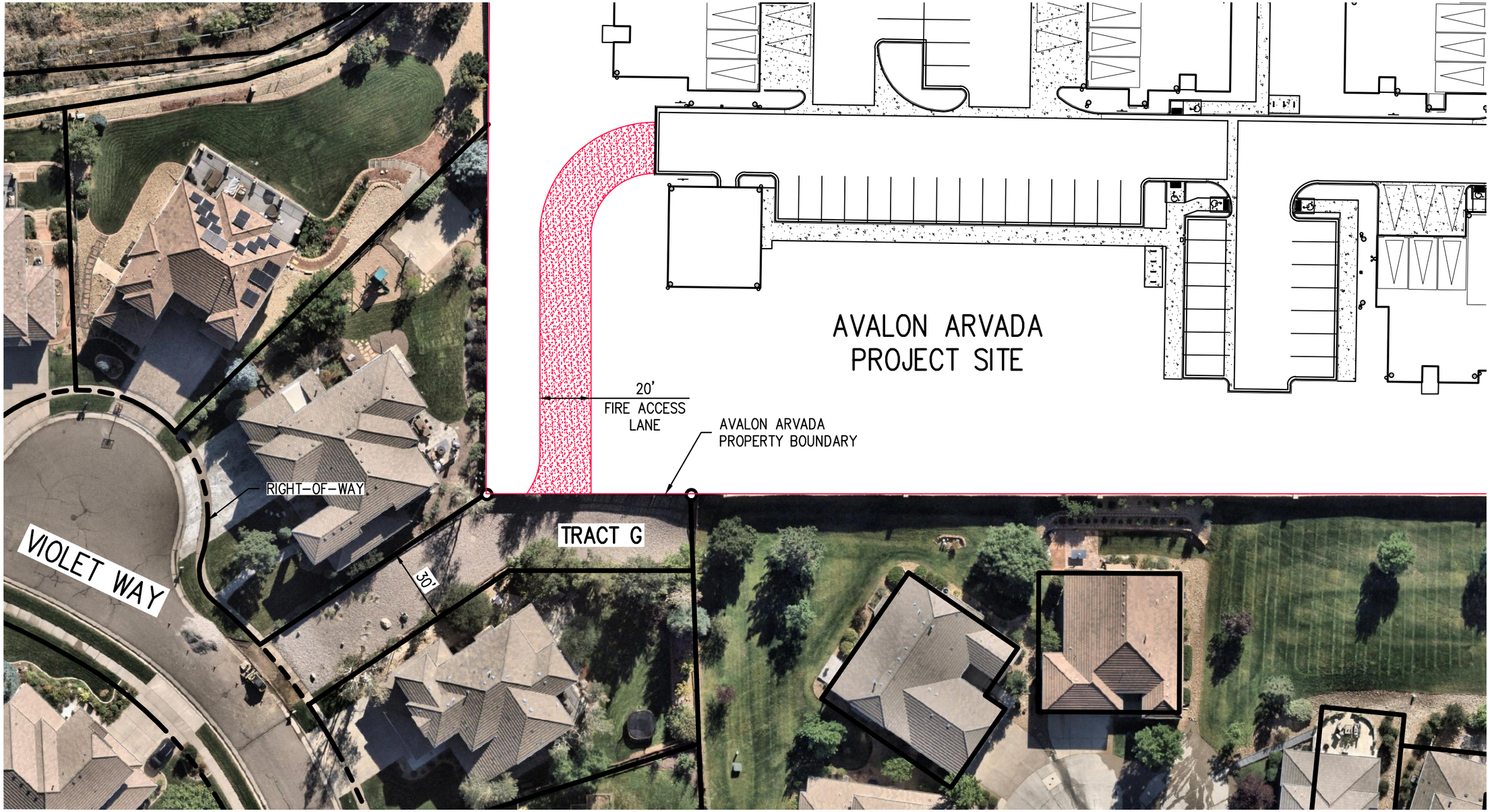
We believe this collaborative solution can provide meaningful benefits to both communities, and we welcome the opportunity to discuss this proposal further at your convenience. Please feel free to contact me at (720) 245-6963 or andrew_johnson@avalonbay.com to provide your reply or discuss next steps. Thank you again for your time and consideration.

Sincerely,

Andrew Johnson

Director, Development
AvalonBay Communities, Inc.

Exhibit A



HKS CIVIL

AVALON ARVADA - NORTHWEST EMERGENCY ACCESS EXHIBIT

SCALE: 1"=40'

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SCALE: 1" = 40'

PROJECT #: 241061

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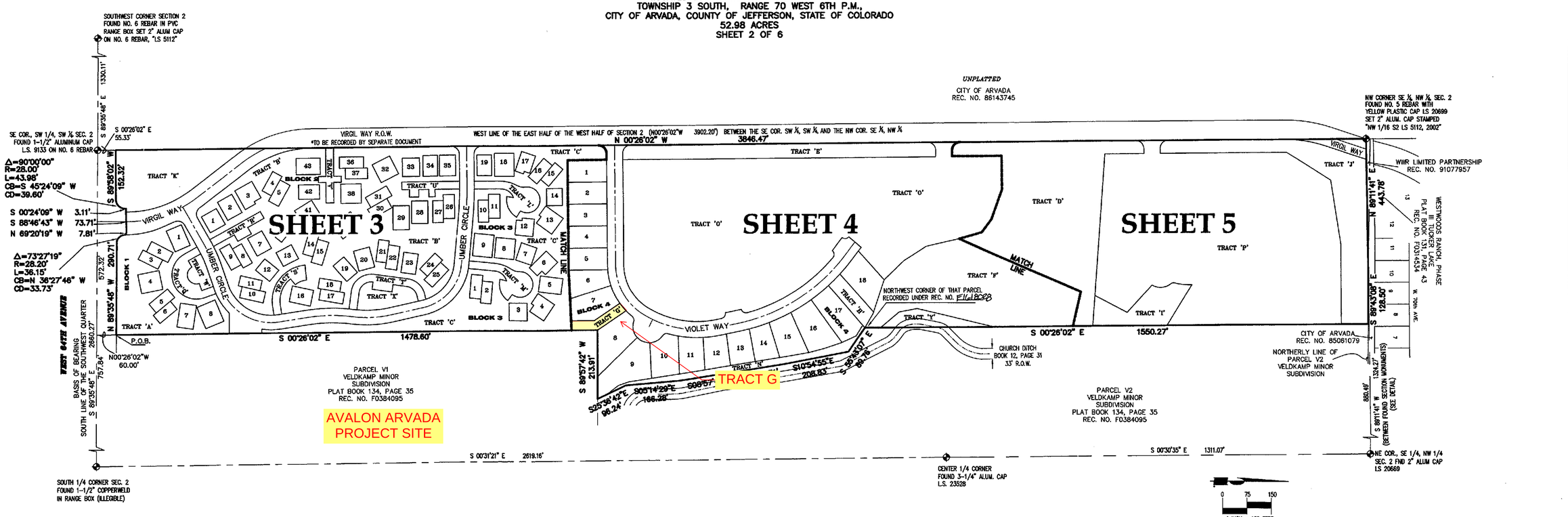
Bk 169 Pg 16 Rec #F1618029

TRAIL VILLAGE FILING NO. 1

BEING A REPLAT OF A PORTION OF VELDKAMP MINOR SUBDIVISION
TOGETHER WITH AN UNPLATTED PARCEL OF LAND
LOCATED IN THE WEST HALF OF SECTION 2
TOWNSHIP 3 SOUTH, RANGE 70 WEST 6TH P.M.,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO
52.98 ACRES
SHEET 2 OF 6



SETBACKS

BLOCKS 1 – 3
TO HOA TRACTS = 0'
TO TRAIL VILLAGE'S EAST
PERIMETER BOUNDARY = 15'
TO ADJOINING LOTS WITHIN BLOCK 4 = 15'
TO WEST 64TH AVENUE R.O.W. = 40'
TO VIRGIL WAY R.O.W. = 25'
ALL OTHER R.O.W. = 10'
MINIMUM BETWEEN BUILDINGS = 10'

BLOCK 4
REAR = 20'
SIDE (LIVING AREA) = 7.5'
SIDE (GARAGE) = 5'
SIDE (R.O.W.) = 15'
FRONT = 15'

MINIMUM LOT SIZE

BLOCKS 1 – 3 = 2000 SQ. FT.
BLOCK 4 = 7500 SQ. FT.

TRACT USE TABLE

NOTE: *BLANKET EASEMENTS ARE HEREBY GRANTED TO THE CITY OF ARVADA ACROSS THE BELOW INDICATED TRACTS FOR ACCESS, DRAINAGE, UTILITY, TRAIL PEDESTRIAN, AND EMERGENCY ACCESS PURPOSES AS APPLICABLE.

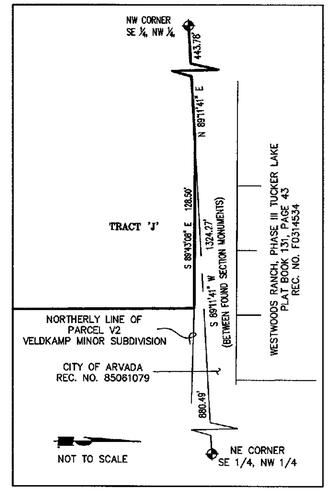
DESIGNATIONS OF PERMITTED TRACT USES
GF – GOLF COURSE
OS – OPEN SPACE
PD – PRIVATE DRIVE & PARKING

DESIGNATIONS OF EASEMENTS GRANTED
A – ACCESS
D – DRAINAGE
S – SIDEWALK
T – TRAIL/PEDESTRIAN
U – UTILITY
EA – EMERGENCY ACCESS

TRACT	AREA	ESMT. GRANTED*	TRACT USE	OWNERSHIP
TRACT A	55,462 S.F.	S, T, U	OS	HOA
TRACT B	187,465 S.F.	S, T, U	OS	HOA
TRACT C	124,971 S.F.	S, T, U	OS	HOA
TRACT D	154,472 S.F.	N/A	OS	CITY OF ARVADA
TRACT E	43,080 S.F.	S, T, U	OS	HOA
TRACT F	113,539 S.F.	N/A	GF	CITY OF ARVADA

TRACT	AREA	ESMT. GRANTED*	TRACT USE	OWNERSHIP
TRACT G	5,288 S.F.	D, S, T, U	OS	HOA
TRACT H	8,416 S.F.	D, S, T, U	OS	HOA
TRACT I	23,714 S.F.	D, U	OS	HOA
TRACT J	74,529 S.F.	S, T, U	OS	HOA
TRACT K	49,901 S.F.	S, T	OS	PRIVATE
TRACT L	9,976 S.F.	EA, U	PD	HOA
TRACT M	9,970 S.F.	EA, U	PD	HOA
TRACT N	16,006 S.F.	D, U	OS	HOA
TRACT O	435,631 S.F.	N/A	OS	PRIVATE
TRACT P	363,768 S.F.	N/A	OS	PRIVATE
TRACT Q	9,136 S.F.	EA, U	PD	HOA
TRACT R	5,352 S.F.	EA, U	PD	HOA
TRACT S	5,599 S.F.	EA, U	PD	HOA
TRACT T	8,987 S.F.	EA, U	PD	HOA
TRACT U	5,355 S.F.	EA, U	PD	HOA
TRACT V	4,954 S.F.	EA, U	PD	HOA
TRACT W	5,336 S.F.	S, T, U	OS	HOA
TRACT X	11,036 S.F.	S, T, U	OS	HOA
TRACT Y	13,116 S.F.	A, U,GF	GF, OS	HOA

DETAIL



COLORADO REGISTERED DAVID L. FREEMAN 51112 PROFESSIONAL LAND SURVEYOR
11/15/02

Jehn & Associates, Inc.
PROFESSIONAL ENGINEERS AND SURVEYORS
5855 WADSWORTH BYPASS
ARVADA, COLORADO 80003
PHONE (303) 423-6036 FAX (303) 467-9438
z:/1157/196-224/survey/final plat/02241fnlplat

CITY OF ARVADA

REPORT TO CITY COUNCIL

AGENDA ITEM 10.A.

TO: THE HONORABLE CITY COUNCIL DATE: July 7, 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

Report in Brief

There are three ordinances for this project that require separate votes. All information about the requests is attached to item 10.C.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Julia Duncan, Senior Planner	06/08/2026
Josie Suk, Development Systems and Administrative Manager	06/09/2026
Rob Smetana, Planning Manager	06/09/2026
Jessica Garner, Director of Community and Economic Development	06/09/2026
Gail Walker, Legal Specialist-Contracts	06/15/2026
Kelsy Sargent, Assistant City Attorney	06/15/2026
Rachel Morris, City Attorney	06/23/2026
Allison Scheck, Deputy City Manager	06/23/2026
Don Wick, City Manager	06/24/2026

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

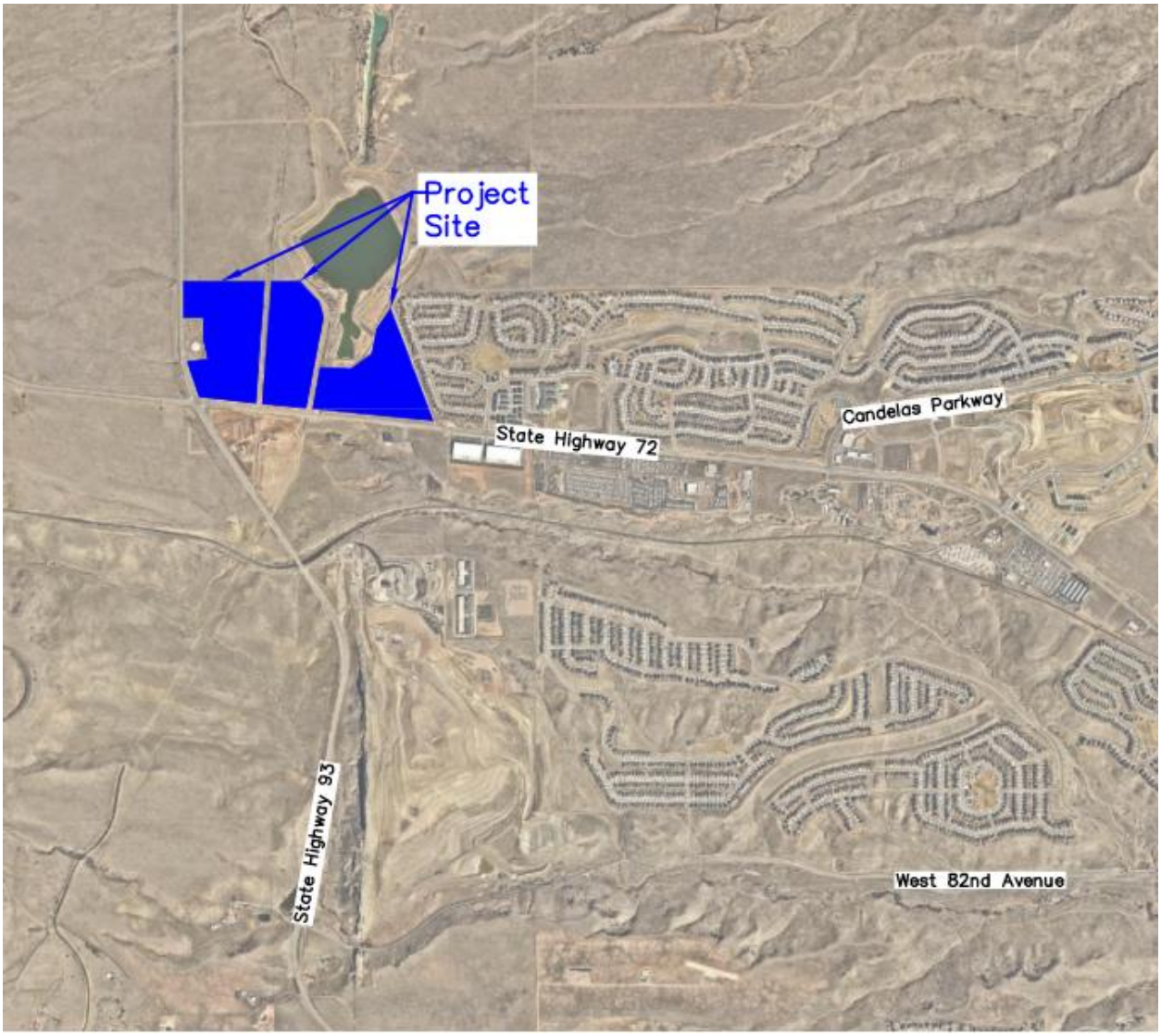
The site is located at the northeast corner of the intersection of Highway 72 and Highway 93 and stretches to the east, abutting the westernmost development of Candelas. The site is currently vacant and undeveloped. The property is zoned Planned Unit Development (PUD-BP) under the Candelas Outline Development 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

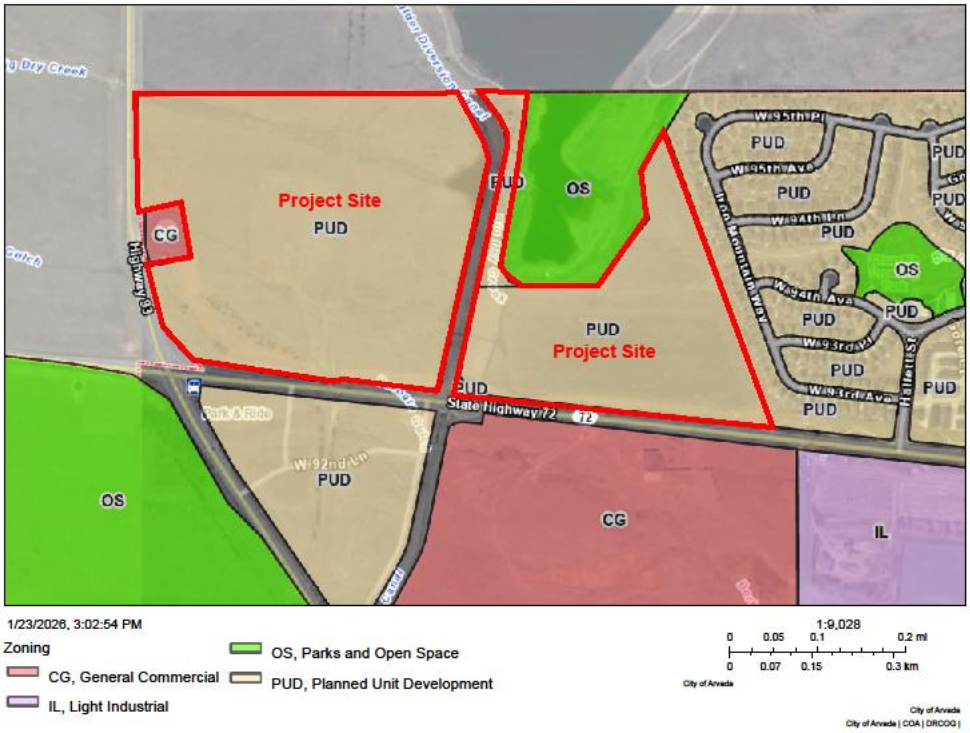
Review of the application began on July 3, 2025. Four reviews were required prior to proceeding with public hearings.

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

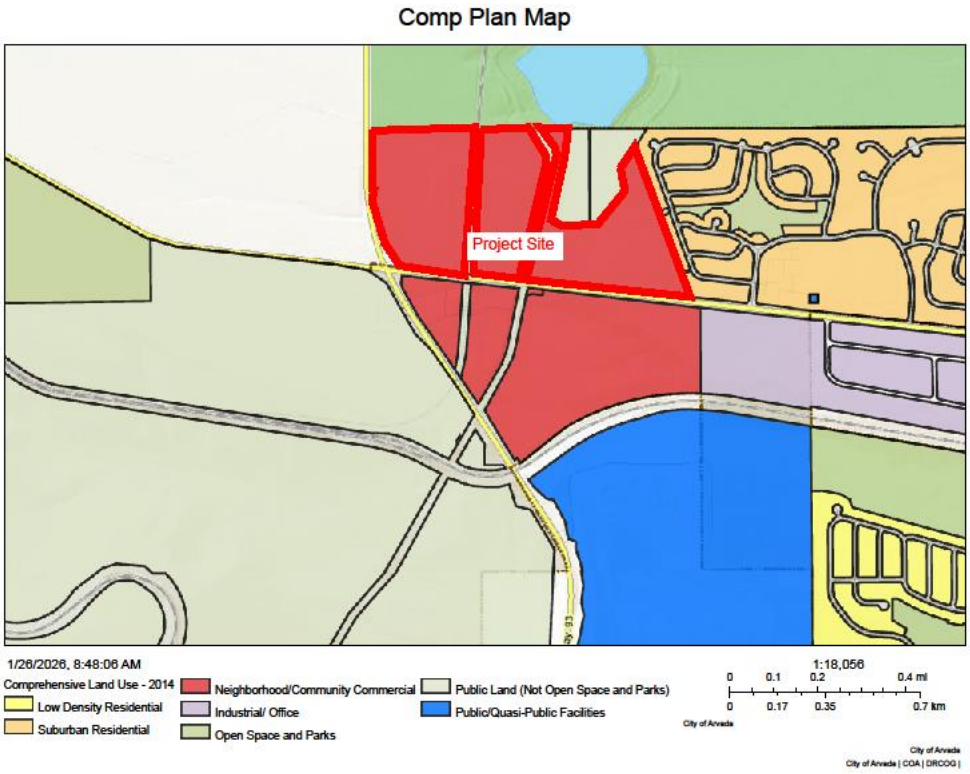
The applicant is requesting approval to rezone a portion of Parcel 1-2 to R-24 to allow for multi - family residential development and a Comprehensive Plan Amendment from Neighborhood/Community Commercial (COM) to High Density Residential (HDR). The remaining portions of Parcel 1 -2 are requested to 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,

NORRIS DESIGN
PEOPLE + PLACEMAKING

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

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:

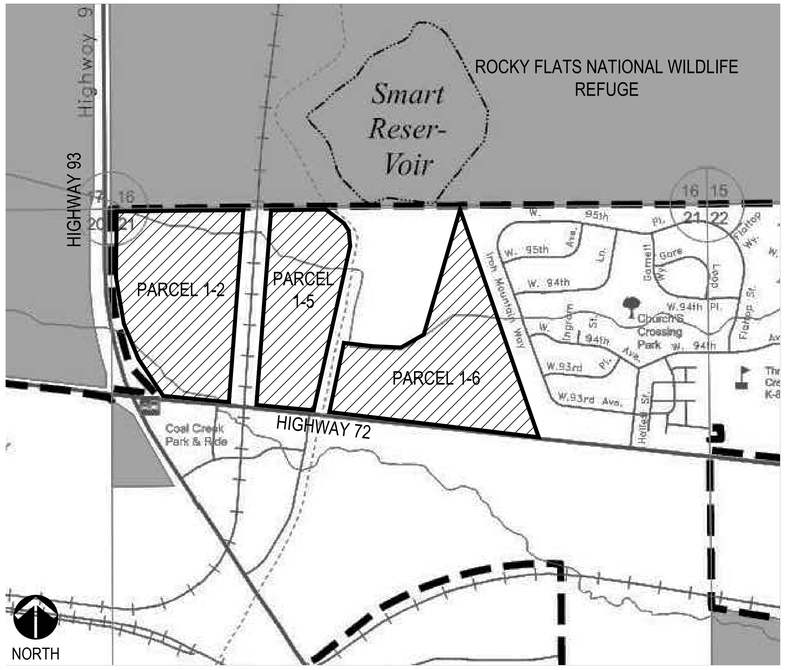
- There was a public survey sent out in December of 2025
- Study sessions were held Jan/Feb 2025 and Dec 2025

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	SFA	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

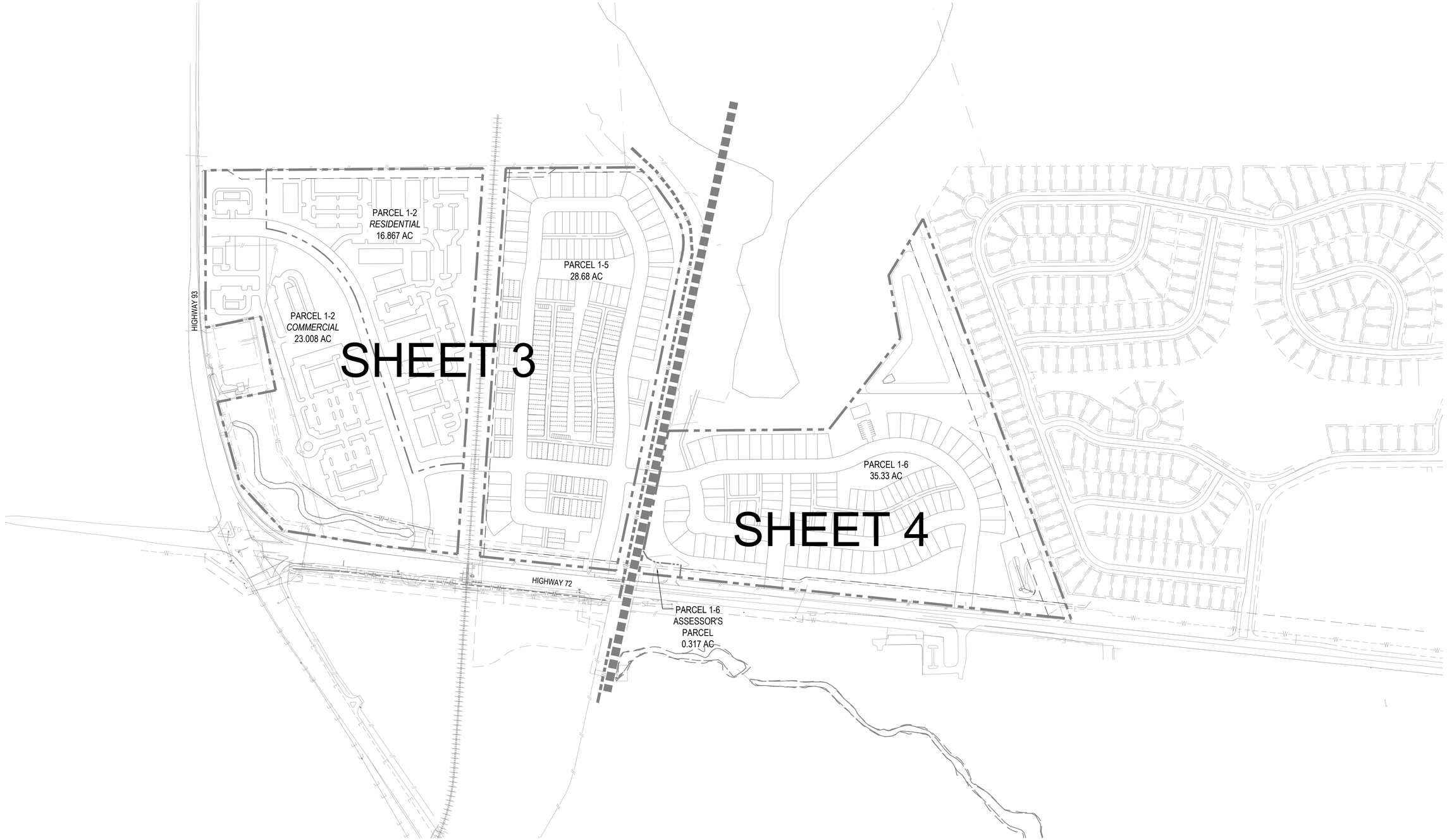
SHEET TITLE:
LEGAL DESCRIPTION

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

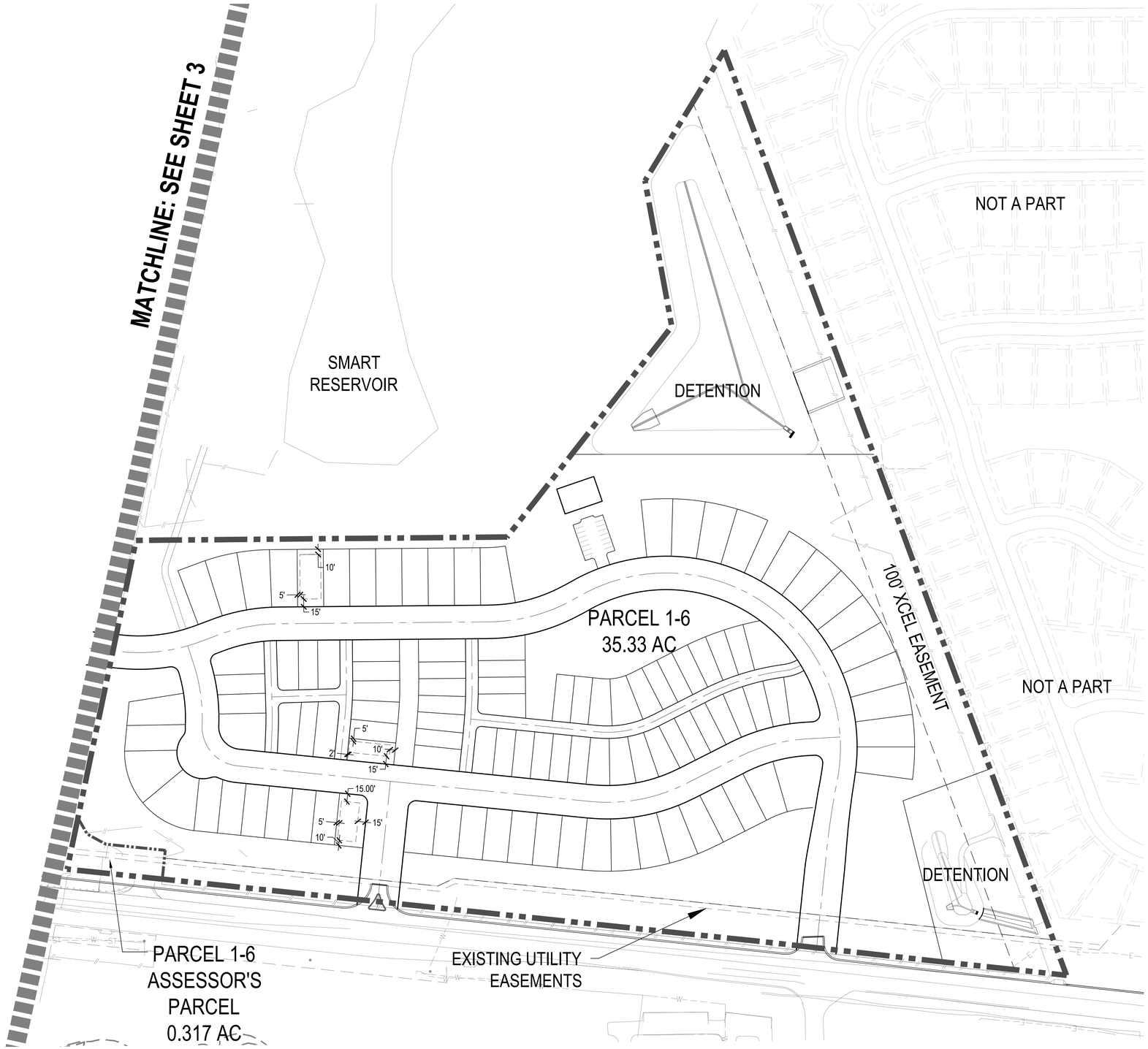
SHEET TITLE:
CONCEPTUAL SITE PLAN

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



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- LOT LINE
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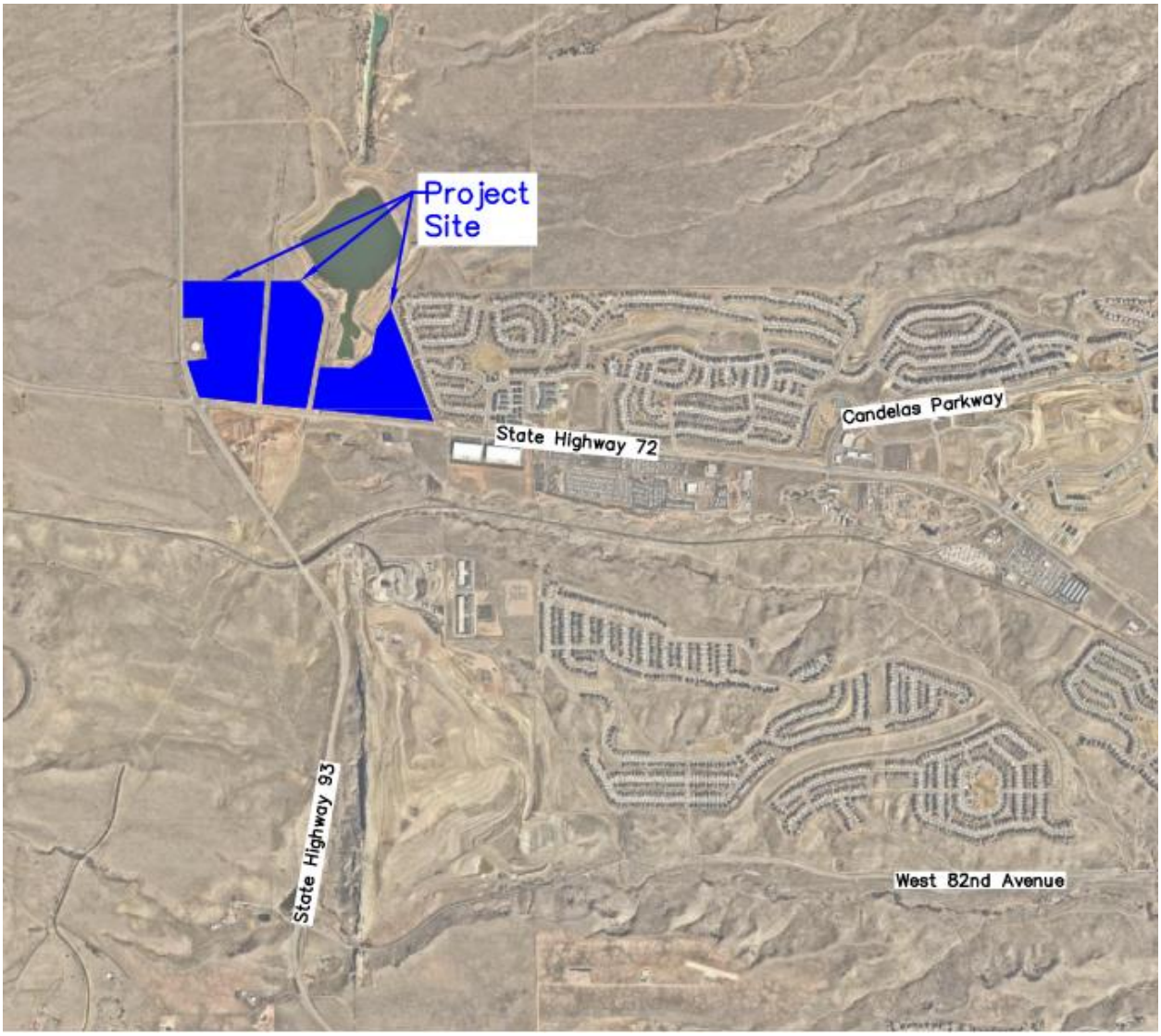
SHEET TITLE:
CONCEPTUAL SITE PLAN

5

PROJECT VICINITY MAP



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

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

CITY OF ARVADA

Julia Duncan <jduncan@arvada.org>

Hi Julia I had a question about Last Chance Creek in regards to DA2025-0042

Julia Duncan <jduncan@arvada.org> Tue, Jun 30, 2026 at 12:59 PM
To: mike rawluk <rawlukm@yahoo.com>
Cc: Mark Breese <msbreese@me.com>, Mike Schweitzer <schweitzm1@gmail.com>, Phil Lankford <lankpjm@yahoo.com>, Patty Shannon <looksbypatty@aol.com>, Lynn Clemens <lclemens5858@gmail.com>, tonytitle RAWLUK <tonytitle@msn.com>, Anne Laffoon <laffoona@yahoo.com>

Thank you for your comments Mike, this email thread will be included in the record.

Sincerely,

Julia

Julia Duncan
Senior Planner
8101 Ralston Rd.
Arvada, CO 80002
Phone: 720-898-7458
jduncan@arvada.org
Regular Office Hours: Monday through Friday 8:00 am - 5:00 pm

CITY OF ARVADA

On Mon, Jun 29, 2026 at 9:22 PM mike rawluk <rawlukm@yahoo.com> wrote:

Hi thank you for the reply. We still believe that the discrepancies RVC asked about still exist. Please add this email to the record. I appreciate you asking about this.

The rezoning absolutely needs to show the waterways that would have to be moved in order for this concept plan to be a reality. The area that our drinking water canal would have to move in order to make this concept plan work should be tested for uranium and plutonium, and any derivative isotopes, lead, etc. Rocky Flats contaminated could have migrated, yet we are having trouble finding testing for radiation in the application.

The concept plan literally places commercial and high density housing on top of a drinking water canal. This is not a small detail. This should be decided by the Council. Again, why was one canal company included and one not? This feels a bit arbitrary and inconsistent, as the canal company that was invited would not need to consider relocating their canal, but the canal company that was not invited would have to consider a significant realignment of the Last Chance Ditch. Why was only one canal company included in the rezoning referral process?

Of great concern is this paragraph that you wrote. It does seem that given this paragraph, the actual rezoning criteria 3&4 cannot be accurately decided without such evidence, and as such, the submittal is less than complete.

“ Environmental Assessments, Traffic Impacts and all associated reports and documents, i.e. drainage, geotech...etc. are reviewed, evaluated, and sent to referral agencies when applications for physical development are submitted. Those reports cannot be drafted when there is not associated Civil and Construction documents for actual improvements.”

When contrasted against the rezoning criteria there is a significant gap in data for the City Council’s decision matrix:

.

> 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;
>
> 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; and
>
> We would contend that to ignore this is to erode the rezoning process, and the power conferred to the elected representatives via the Charter and Code. Where in the code does it say that these details cannot be presented during a rezoning hearing, and can only be decided by staff during the administrative SDP review? We contend again that these details must be present at the time of the rezoning vote.

Thank you,
Mike Rawluk
Ralston Valley Coalition

On Friday, June 26, 2026 at 04:55:16 PM MDT, Julia Duncan <jduncan@arvada.org> wrote:

Hi Mike,

Thank you for reaching out. Can you please clarify if you want the comments and statements in your email to be included in the public record for the Council or if you will be sending a separate correspondence for inclusion?

I have provided responses to the few questions you included in your email.

The vote under consideration is for a Comprehensive Plan Amendment and Rezoning for the majority of the property to a less intense use. Residential is considered less intense than Commercial development. As previously mentioned, the project is currently zoned for Business Professional uses under the PUD as approved in 2017.

Non-Residential Land Use Table:

Parcel	Zoning Designation	Sub-parcels	Acreage	% of Development	Land Use	Maximum Building Height	Maximum FAR	Minimum FAR	ProjectedSquare Footage	Projected Residential Units	Maximum Residential Units	DU / AC	Minimum Lot Size (SF)	Typical Lot Dimension
1-1	PUD-BP		5.61	0.39%	Commercial / Office	35'	3.00	0.18	55,485	---	---	---	---	---
1-2	PUD-BP		42.06	2.91%	Commercial / Office	85'	3.00	0.25	619,242	---	---	---	---	---
1-3	PUD-BP		10.47	0.73%	Commercial / Office	85'	3.00	0.18	103,553	---	---	---	---	---
1-4	PUD-BP		14.32	0.99%	Commercial / Office	85'	3.00	0.18	141,631	---	---	---	---	---
1-5	PUD-BP		28.91	2.00%	Commercial / Office	85'	3.00	0.25	425,650	---	---	---	---	---
1-6	PUD-BP		35.88	2.48%	Commercial / Office	85'	3.00	0.25	390,733	---	---	---	---	---
2	PUD-R		734.13	50.73%	Residential (SFD, SFA, & MF)	35'				1950	1950	2.66	---	---
3	PUD-BPR		3.34	0.23%	Commercial / Office / Retail / Residential	35'	0.50	0.02	2,900	1	1	0.30	---	---

The rezoning does not propose a relocation of any waterways, canals, or ditches.

As previously spoken to, there are other projects submitted which have been (or will be when submitted) referred out to all relevant referral agencies (please see previous responses to this email thread regarding those cases and the associated referral agencies).

Environmental Assessments, Traffic Impacts and all associated reports and documents, i.e. drainage, geotech...etc. are reviewed, evaluated, and sent to referral agencies when applications for physical development are submitted. Those reports cannot be drafted when there is not associated Civil and Construction documents for actual improvements.

However, Traffic is discussed in the Staff Report and you can reference the report in both the Planning Commission and City Council agenda packets.

CPW was sent a referral and their letter is in eTRAKit and likewise a part of the public record and packet the decision makers will receive when the agenda is published.

Last Chance Ditch was sent referrals for the submitted projects that include physical improvements.

Have a great weekend.

Sincerely,

Julia

Julia Duncan
Senior Planner
8101 Ralston Rd.
Arvada, CO 80002
Phone: 720-898-7458
jduncan@arvada.org
Regular Office Hours: Monday through Friday 8:00 am - 5:00 pm

CITY OF ARVADA

On Thu, Jun 25, 2026 at 8:14 AM mike rawluk <rawlukm@yahoo.com> wrote:

Hi Julia. Thank you. When looking at the waterways in the land covered in DA 2025-0042, I find it odd that Denver Water was a referral agency (see attached) , yet the owners of the Last Chance Ditch are not. Both have canals that convey water, yet only one is a referral agency on the rezoning. The rezoning should include the Last Chance Ditch for several reasons:
1. Criteria 3 discusses water.
2. Criteria 4 discusses impacts to wildlife.
3. An open ditch or canal can create wetlands, or support a riparian habitat. How can a vote on Criteria 4 take place without the evidence to support or deny the existence of wetlands or riparian habitats?
4. The concept plan completely ignores the location of the Last Chance Ditch, yet accommodates the South Boulder Diversion Canal. However, the Last Chance is the water service that could be greatly impacted by the concept plan.

5. During the Red T Homes Howard Ranch rezoning, Councilmember Fifer was adamant that the concept plan be substantially similar to the end SDP, and this was added into the vote as a condition. Yet here the concept plan completely ignores the Last Chance Ditch, and places the highest density housing on top of it. How can there be a vote on this concept without the full scope of the impacts to our water supply chain be evaluated, as required in Criteria 3? A concept plan should give all parties involved in the process a very accurate idea of what the end product would be. Else it feels like a useless process that just checks a box before the SDP is decided by administration only.

6. Further, why was Denver Water included, and Last Chance not included on the rezoning? This seems on its face to be an inconsistent. Additionally if the canal is moved, given the contamination history of the area, there should be a ESA Phase 2 provided to show that the canal can be moved safely, and possibly sleeved as we have seen at other locations.

7. In our view the answer regarding wildlife collisions falls a bit short. The only criteria is what traffic currently exists, and what the increase will be from this

rezoning. Traffic is included in Criteria 3, and as such needs to be evaluated at the time of the rezoning hearing. Additionally we can't decide using presuppositions from an alternative plan with potentially more traffic than this plan that may or may not ever have the financial backing to come to fruition. That is not evidence. So the question remains about the new traffic from this rezoning, wildlife collisions and safety. What will be done to alleviate the danger from the delta in traffic that we currently have today?

8. To just say that all federal laws must be adhered to is not evidence. Wildlife studies are evidence. Criteria 4 cannot be voted on until there is actual evidence. I provided maps and the codex report, as well as the information about closures for burrowing owls. The official record is devoid of any such information.

I did not see CPW as a referral agency in etrakit . Can you send any more information on this? Apologies if I missed the entry.

Unfortunately we feel that the rezoning criteria are largely being treated as formalities with little true information. Promises that all will be sorted out in the administrative process is unfortunately falling short of what seems to be the intent of the criteria and the process. Else why would the criteria be written the way that they are?

If we look at rezoning criteria 3 the word "will" implies that the evidence to satisfy the statement must be present for an elected official to cast an informed vote. The criteria does not say that the availability of a service can be determined during the site development process.

> 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;

If we look at rezoning criteria 4, similarly the words "Will not" also imply that the evidence to satisfy the statement regarding significant adverse impacts has to be present for an elected official to cast an informed vote.

> 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; and

I would contend that to ignore this is to erode the rezoning process, and the power conferred to the elected representatives via the Charter and Code. These details must be present at the time of the rezoning vote.

Thank you,
Mike Rawluk
Ralston Valley Coalition

On Tuesday, June 9, 2026 at 01:29:28 PM MDT, Julia Duncan <jduncan@arvada.org> wrote:

Good Afternoon Mike,

I've tried to answer your questions below. Your email included some statements of assertion and I will clarify where inaccuracies exist.

Thank you but nothing in an SDP can be part of the Rezoning/CMP amendment hearing unless it is also included in the record for the rezoning/ CMP amendment file.
It is unclear what you are trying to state here. PA2026-0037 was specific to Last Chance Ditch but no formal application has been received. DA2026-0038 is a Site Plan related to horizontal infrastructure and drainage improvements. It is currently going through the referral process, but as you will notice, if you review the referral comments to date, all referral reviews are dependent on if the Rezoning and Comprehensive Plan Amendment for DA2025-0042 (I am assuming that is what you're referencing when you write "CMP") are approved. The Rezoning and Comp Plan Amendment request are specific to the land use designations and uses, not any specific future Site Plan approvals and limited to DA2025-0042. References in my previous email were for edification purposes only as there seemed to be some confusion between the different applications.

As such, the simple fact is there is a concept plan that does not show where the Last Chance Canal actually will be. This is not a full concept. ***Correct. The concept plan is for the Comp Plan and Zoning request, not a full plan. That is why it is called a concept plan. Further, the Comprehensive Plan Amendment and Rezoning request have specific criteria to be met, but the LDC does not require a Concept Plan inclusion. Rather, the concept plan is on the submittal checklist and a best practice/quality request to help facilitate compliance with the criteria as part of the submittal checklist. Everything required on the concept plan checklist in the submittal doc has been included for DA2025-0042. The Pre-App for Last Chance ditch is an entirely separate application and no formal submittal has been received.***

The property to the north is federal land, so it is unlikely that the canal will be moved onto that. Therefore the concept plan should take into account the canal. When looking at certain satellite images there seems to be a riparian area on both sides of the canal. This is normal. There needs to be a wetlands delineation study and a riparian area study. There are very specific rules that the USACE has to follow depending on the amount of wetlands.
As previously mentioned, the Army Corps is a referral agency for DA2026-0038. We will defer to the USACE on all requirements and studies.

Additionally CPW should be involved. At 54th and McIntyre (albeit Jeffco land) they recommended a 50 foot buffer from the ordinary high water mark of Farmers Highline Canal. This is for safety and for water quality. ***CPW is a referral agency, have been sent referrals for the site improvement project, and are listed in the Pre-Apps' Outside Referrals.***

If the canal is not in the concept plan, then the concept plan ignores a very critical and real feature of the land. High density homes cannot be built on top of a canal, and the vote cannot even contemplate what FRICO would want as a setback or what their easement states unless it is in the record. To say it will be worked out later is to ignore the criteria 3 section that deals with water. This is a drinking water source and as such must be planned around. ***The concept plan meets and provides the required submittal documents.***

The question remains also about the federally protected prebles jumping mouse, as if the canal runs for enough time during the year. These mice were found within 1 mile or less of the project area.
Burrowing owls have been found in several places in close proximity as well. They are protected under the MBTA. Just recently a portion of Westminster Dog Park was closed for burrowing owls. Burrowing Owls love in abandoned prairie dog colonies. It is rather likely that there are old colonies on the project land.

Severe winter range for elk is immediately to the north and west, and it is likely that the elk do not stop at the property line. ***All Federal laws are required to be adhered to.***

Other protected raptors are in the vicinity. The land should have a wildlife study prior to the vote. Criteria 4's wildlife item cannot be assessed and voted on if there is no evidence in the record. One cannot simply say we will comply later with wildlife issues that are not even known about today. That is not voting on evidence. The applicant needs ti do the comprehensive studies and make them part of the record prior to the City Council Vote. Else the Council is voting on a promise made without knowledge, which is not evidence.

What of the increased traffic and wildlife collisions? This needs to be assessed now in the rezoning vote and the intrinsic traffic study that shows thousands of new vehicle trips on CO Hwy 93.This is a direct impact on human safety. ***The zoning request is a decrease in intensity from an entirely commercial/industrial/office (as exists today) site to residential zoning (a much less intense zoning designation) and a small portion to remain commercial. Future and existing Site Plans will evaluate all impacts. DA2025-0042 does not propose any associated improvements with this application other than requesting a less intense zoning designation from what exists today.***

Last, the vote seems to be split into three distinct parcels with three separate resolutions. As such, should each be presented separately? If two parcels meet the criteria and the third does not, will there be the chance that only two of the three pass? ***As shown on the Agenda and as is the case in all of our public hearings, separate ordinances and resolutions require separate votes which is always the case. I cannot speak to how a vote will result but there are a variety of mathematically possible results on which one, two, or all three of them pass or fail, or a combination thereof.***

I hope this helps clarify.

Sincerely,

Julia

Julia Duncan
Senior Planner
8101 Ralston Rd.
Arvada, CO 80002
Phone: 720-898-7458
jduncan@arvada.org
Regular Office Hours: Monday through Friday 8:00 am - 5:00 pm

CITY OF ARVADA

On Mon, Jun 8, 2026 at 9:51 PM mike rawluk <rawlukm@yahoo.com> wrote:

Hi Julia. Thank you but nothing in an SDP can be part of the Rezoning/CMP amendment hearing unless it is also included in the record for the rezoning/ CMP amendment file.

As such, the simple fact is there is a concept plan that does not show where the Last Chance Canal actually will be. This is not a full concept. The property to the north is federal land, so it is unlikely that the canal will be moved onto that. Therefore the concept plan should take into account the canal. When looking at certain satellite images there seems to be a riparian area on both sides of the canal. This is normal. There needs to be a wetlands delineation study and a riparian area study. There are very specific rules that the USACE has to follow depending on the amount of wetlands.

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If the canal is not in the concept plan, then the concept plan ignores a very critical and real feature of the land. High density homes cannot be built on top of a canal, and the vote cannot even contemplate what FRICO would want as a setback or what their easement states unless it is in the record. To say it will be worked out later is to ignore the criteria 3 section that deals with water. This is a drinking water source and as such must be planned around.

The question remains also about the federally protected prebles jumping mouse, as if the canal runs for enough time during the year. These mice were found within 1 mile or less of the project area.
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What of the increased traffic and wildlife collisions? This needs to be assessed now in the rezoning vote and the intrinsic traffic study that shows thousands of new vehicle trips on CO Hwy 93.This is a direct impact on human safety.

Last, the vote seems to be split into three distinct parcels with three separate resolutions. As such, should each be presented separately? If two parcels meet the criteria and the third does not, will there be the chance that only two of the three pass?

Thank you,
Mike Rawluk
Ralston Valley Coalition

On Monday, June 1, 2026 at 11:28:15 AM MDT, Julia Duncan <jduncan@arvada.org> wrote:

Good Morning Mike,

DA25-0042 is an application for only the zoning request. This particular application has no associated improvements.

There are three separate Parcels (P1-2, P1-5, and P1-6) associated with the project site from the Candelas Outline Development Plan Amendment 6 (Amendment 6 originally approved July 10, 2017). The parcels, while undeveloped are not zoned Open Space and rather zoned Commercial/Office since that time. The original ODP (Candelas Zoning) was approved in 2008. In 2008 Parcel P1-2 was zoned Planned Unit Development-Business Professional, P1-5 was zoned Planned Unit Development-Industrial/Office, and P1-6 was zoned a combination of Planned Unit Development-Industrial/Office and New Communities Special Industrial and Office Subdistrict. I share this

information so you have an accurate and clear picture of the zoning history of the site.

Today, under the current and existing zoning 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. 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 hard corner of HWY 72 and HWY 93, a transition to higher density multi-family residential as one moves east, and then Medium Density Residential south of Rocky Flats Lake, with R-13 zoning, and then the lowest proposed density for the development at R-6 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. 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 would feature only single-family detached housing types.

A rezoning from commercial to residential is a decrease in the intensity of land use and offers a transition to the existing single-family residential.

This proposal is scheduled to go to City Council on July 7th.

If the Comprehensive Plan Amendment and Rezoning are approved, Site Plan and Minor Subdivision Plat applications will later be reviewed administratively.

We did recently receive one Pre-Application and one Site Plan application for infrastructure and drainage improvements associated with the site and ditches. PA2026-0037 was specific to Last Chance Ditch but no formal application has been received. If an application is received referrals will be sent to:

A review request will be sent to the following agencies: Xcel, Comcast, CenturyLink. You are not required to do anything further as this is for your information. Please add the following additional referrals: Consolidated Mutual,
Kinnear Ditch (City of Westminster), Mile High, Army Corps, and CDWR (Colorado Department of Water Resources), and FRICO.

DA2026-0038 is a Site Plan related to horizontal infrastructure and drainage improvements and the Army Corps and all relevant agencies have been included as referral agencies.

A review request will be sent to the following agencies: Xcel, Comcast, CenturyLink. You are not required to do anything further as this is for your information. Additional Referral Agencies: Consolidated Mutual; Last Chance Ditch; City of Westminster/Kinnear Ditch; CDOT; Army Corps; Boulder Canal; the spur-railroad: Union Pacific. JeffCo Parks & Open Space, The City of Boulder, and FRICO.

Sincerely,

Julia

Julia Duncan
Senior Planner
8101 Ralston Rd.
Arvada, CO 80002
Phone: 720-898-7458
jduncan@arvada.org
Regular Office Hours: Monday through Friday 8:00 am - 5:00 pm

On Sun, May 31, 2026 at 10:05 PM mike rawluk <rawlukm@yahoo.com> wrote:

Hi Julia how are you? I saw in the drainage memo that there was mention of
Last Chance Ditch being redesigned?
Do you know if this ditch flows for more than six months per year?
Also, during the 60th and McIntyre SDP, we discovered that many ditches and considered to be Waters of the United States. Hence the USACE permitting for Farmers Highline canal to be moved. The litmus test was if the canal is part of a larger watershed. In this case Farmers flows to Standley Lake, and Standley Lake has an outflow that ultimately leads to the Platte. Similarly, Last Chance flows to Smart Reservoir, which appears to have outflow to Standley Lake. As such I would believe that it too would be WOTUS. Is the USACE involved in the redesign (possibly for 404 dredge and fill)? If so should this process be completed prior to rezoning?

Specifically when I read criteria 3-5, it is conceivable that the permits for water conveyance through the property and onto adjacent property should be sorted out prior to a rezoning decision. Additionally, I did compile a CNHP CODEX report that mentioned Preble's jumping mice that were found within a mile or less of the proposal.

Before redesigning any waterway, it may be prudent to request the applicant study the canal.

Thank you,
Mike Rawluk
Ralston Valley Coalition

> 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;
> 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; and
> 5. The rezoning is compatible with existing and planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate and incompatibility.
>
> .

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COLORADO
Parks and Wildlife
Department of Natural Resources

Northeast Regional Office
6060 Broadway • Denver, CO 80216
PH: (303) 291-7227

June 10, 2026

City of Arvada Planning Department
Attn: Julia Duncan
8101 Ralston Rd.
Arvada, CO 80002
jduncan@arvada.org

RE: Colorado Parks and Wildlife's Comments on Candelas Parcels 1-2, 1-5 and 1-6 CP Amend, Rezoning (DA2025-0042)

Dear Ms. Duncan,

Thank you for the opportunity for Colorado Parks and Wildlife (CPW) to comment on the proposed Candelas rezoning and comprehensive plan amendment (Project). The mission of CPW is to perpetuate the wildlife resources of the state, to provide a quality state parks system, and to provide enjoyable and sustainable outdoor recreation opportunities that educate and inspire current and future generations to serve as active stewards of Colorado's natural resources. CPW has a statutory responsibility to manage all wildlife species in Colorado and to promote a variety of recreational opportunities throughout Colorado. One way we achieve this goal is by responding to referral comment requests, as is the case for this Project.

Project Understanding
It is our understanding that this is a Rezoning and Comprehensive Plan Amendment for Candelas Parcels 1-2, 1-5, and 1-6. This includes rezoning 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 Parcels 1-2 are proposed to be rezoned to CG

Laura Clellan, Director, Colorado Parks and Wildlife
Parks and Wildlife Commission: James 'Jay' Tutchton, Chair · Gabriel Otero, Vice-Chair
Jessica Beaulieu · Frances Silva Blayney · Tai Jacober · Dallas May · Jack Murphy · Richard Reading

(Commercial General). The proposed Project includes multifamily housing, single-family detached housing, two fast-food restaurants, a convenience store/gas station, and the remainder of 140,000 square feet of business park. Single-family detached and single-family attached townhome housing is planned for parcels P3 and P5, whereas parcel P1 is planned to include multifamily housing and retail uses. This all will be on approximately 96 acres, located at Township 2S, Range 70W, Section 21.

CPW understands, based on the material provided in the application, that the rezoning of this property is the first step of many, with the future intent for this property to be developed into the housing and commercial development mentioned above. Although this is the rezoning portion of the permit process, CPW would like to bring our concerns to the City of Arvada for consideration as this proposed project moves forward.

Existing Wildlife Habitat

The proposed property currently consists mainly of rangeland that is used routinely by elk, mule deer, and coyotes. Mountain lions, black bears, and moose also utilize this area on a less frequent basis. The proposed project area is located surrounding Big Dry Creek, which is mapped as aquatic native species conservation waters by CPW.

After review of this Project and the location, CPW has the following recommendations:

The Importance Of High Priority Habitats

Developers and permitting agencies can help avoid, minimize, and mitigate impacts to wildlife from their projects by working with CPW. High priority habitats (HPH) are defined as sensitive habitats where CPW has recent data regarding sensitive wildlife use, plus scientifically backed best management practice (BMP) recommendations. HPHs are a subset of CPW's species activity maps that we actively collect supporting data and update on a regular basis for a variety of species and their particular habitats. We provide these maps to the public and regulatory agencies to support environmental impact assessments and mitigation through land use comments and recommendations for proposed development on a given parcel.

Elk Severe Winter Range High Priority Habitat

Elk severe winter range is defined as the part of the range of a species where 90 percent of the individuals are located when the annual snowpack is at its maximum and/or temperatures are at a minimum in the two worst winters out of ten. Elk Severe Winter Range is present along the proposed northern portion of the project. For the identified portions of the proposed Project area that traverse Elk Severe Winter Range, CPW recommends the following be implemented during construction:

- CPW recommends avoiding construction during the winter season (December 1 to April 30). Scheduling construction outside of this timeframe will help minimize disturbance in this critical area during months with generally the highest snowpack and lowest temperatures.

Aquatic Native Species Conservation Waters High Priority Habitat
Aquatic Native Species Conservation Waters are identified within the State of Colorado's 2025 State Wildlife Action Plan (SWAP). This HPH layer is designated for the recovery, conservation, protection, or enhancement of native fish species, and to aid in the conservation of other native aquatic species, such as amphibians, crustaceans, or mollusks (includes CPW Tier 1 and 2 SWAP Species). These surface water features provide critical habitat for native aquatic wildlife, such as amphibians and fish, while also providing crucial habitat for mammals, birds, and reptiles that utilize the habitat. Within the proposed Project area, there is a possibility of sensitive aquatic native species (fish, amphibians, invertebrates) present within Big Dry Creek. CPW recommends no surface occupancy and no ground disturbance (year-round) within a minimum of 500 feet of the ordinary high water mark of all of these surface waters and the implementation of appropriate stormwater and sediment control BMPs.

Wetlands
Wetlands are considered critical habitat for many Tier 1 and Tier 2 species in Colorado (CPW SWAP 2025). Wetland habitats include Grass/Forb Dominated Wetlands, Playas, Riparian Woodlands and Shrublands, Seeps and Springs, and Shrub-dominated Wetlands. Degradation of wetland habitats has contributed to the decline of many species. Anthropogenic disturbance in these areas has reduced the overall landscape condition and connectivity of the habitat, which is likely to reduce its resilience in the face of increasing frequency of extreme events and generally warmer, drier conditions. CPW recommends conducting an appropriate wetland delineation (dependent on the type of wetland) to define the boundary of the wetland. CPW recommends minimizing activities and operations within 300 feet of the ordinary high water mark of any reservoir, lake, wetland, or natural perennial or seasonally flowing stream or river, and implementing best management practices to prevent sedimentation or contamination to those resources.

Habitat in this area is disappearing rapidly, and as development continues, the remaining parcels become increasingly important for local wildlife. This development will have impacts on wildlife. Thus, CPW appreciates any measures that are taken to help preserve some of the habitat value. Recommendations for mitigation include the following:

- With continued development in this area, CPW encourages the planning and protection of a wildlife movement corridor that would allow unimpeded movement of local wildlife, including deer and smaller species. Consideration should be given to the long-term protection of a movement corridor in the Big Dry Creek drainage.

- Fencing should be minimized. If fencing is planned for the area, utilizing wildlife-friendly fencing can allow easier passage for wildlife and minimize the chance for entanglements. The attached link will take you to the CPW Fencing With Wildlife in Mind document: https://cpw.state.co.us/Documents/LandWater/PrivateLandPrograms/FencingWithWildlifeInMind.pdf.

- Noise and light pollution have been demonstrated to have negative impacts on a variety of wildlife species. To limit these impacts on wildlife in the area, minimizing the duration and volume of audible disturbances where possible, as well as minimizing the duration, upward-directed light, and amount of artificial light after daylight hours, should be considered.

- Implement noxious weed control measures. Construction activities can introduce or spread invasive plant species. For any noxious weeds on site, we recommend that machinery be inspected prior to arriving and leaving the site so visible plant material can be removed. This will help slow the spread of invasive seeds.

- Raptors, and other migratory birds, are protected from take, harassment, and nest disruption at both the state and federal levels. If raptor nests are observed within, or in close proximity to, the development area, CPW recommends that construction cease until outside of seasonal nest occupancy. If construction activity does occur, buffer zones should be established around the nest site. This will help prevent the unlawful destruction or disruption of active nesting activity. CPW's "Recommended Buffer Zones and Seasonal Restrictions for Colorado Raptors" can be found at: https://cpw.widencollective.com/assets/share/asset/fqmg4ds76b

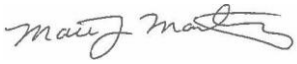
- Clustering development will provide more opportunities to allow for landscaped, open space areas that can provide movement through the area for local wildlife.

- Discourage the feeding of wildlife. Feeding wildlife can lead to habituation, increased human-wildlife conflict, and negative health impacts for wildlife. CPW

recommends clear signage and educational materials for residents of the new housing development to discourage intentional or unintentional feeding of wildlife.

The continued subdivision and development of this area will add to the incremental and cumulative loss of wildlife habitat in Arvada. CPW appreciates any efforts made throughout the planning process to mitigate foreseeable negative impacts on wildlife and wildlife habitats. Thank you for the opportunity to comment on this filing so that we may work together for the benefit of wildlife. Please contact local District Wildlife Manager, Philip Sorensen, at (303) 829-2427, if you have any questions or concerns regarding these comments.

Sincerely,



Matt Martinez
Area Wildlife Manager - Area 5

Cc: S. Schaller, S. Roush, M. Kaknes, P. Sorensen, L. Hamous

CANDELAS PARCELS 1-2, 1-5, AND 1-6

CITY COUNCIL HEARING

JULY 7, 2026

MEET OUR TEAM

CIMARRON COMMERCIAL, LLC

Applicant

taylor morrison

Developer

NORRIS DESIGN
PEOPLE + PLACEMAKING

Planning / Landscape Architecture

MARTIN/MARTIN CONSULTING ENGINEERS

Civil Engineer

Kimley»Horn

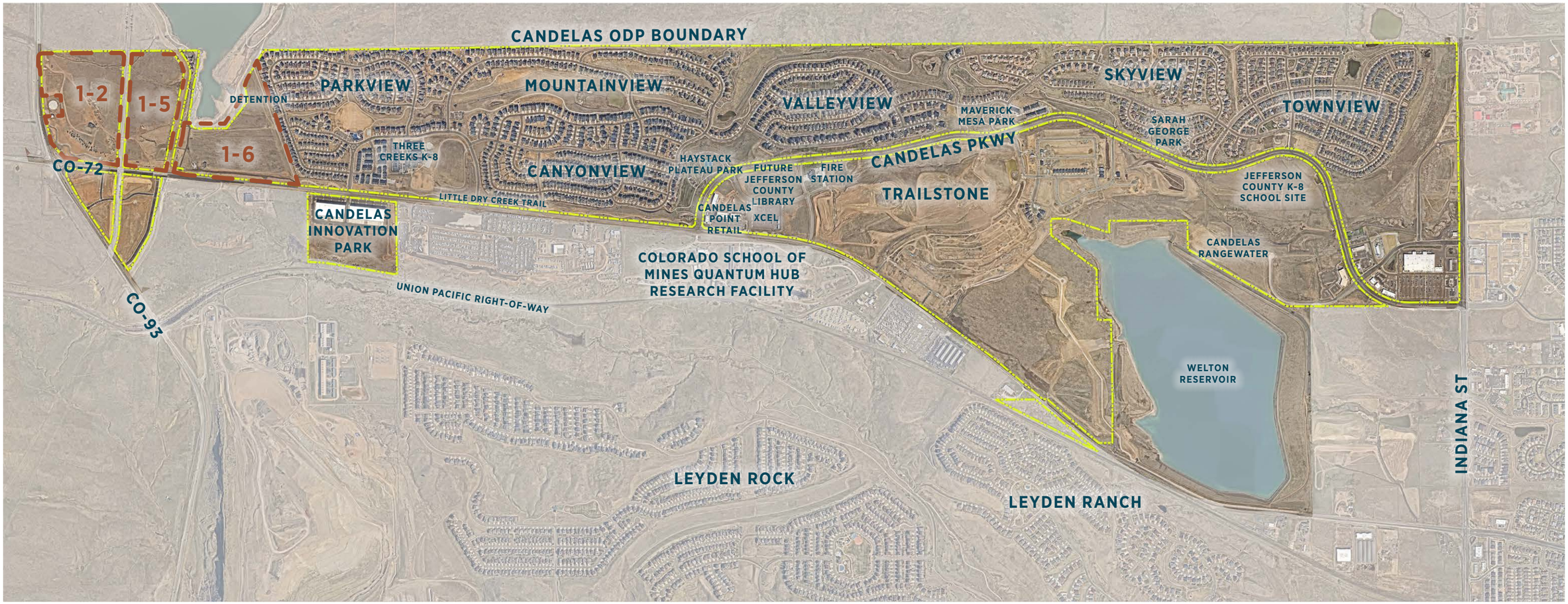
Traffic Engineer

WALL·KANE CONSULTING

Community Engagement

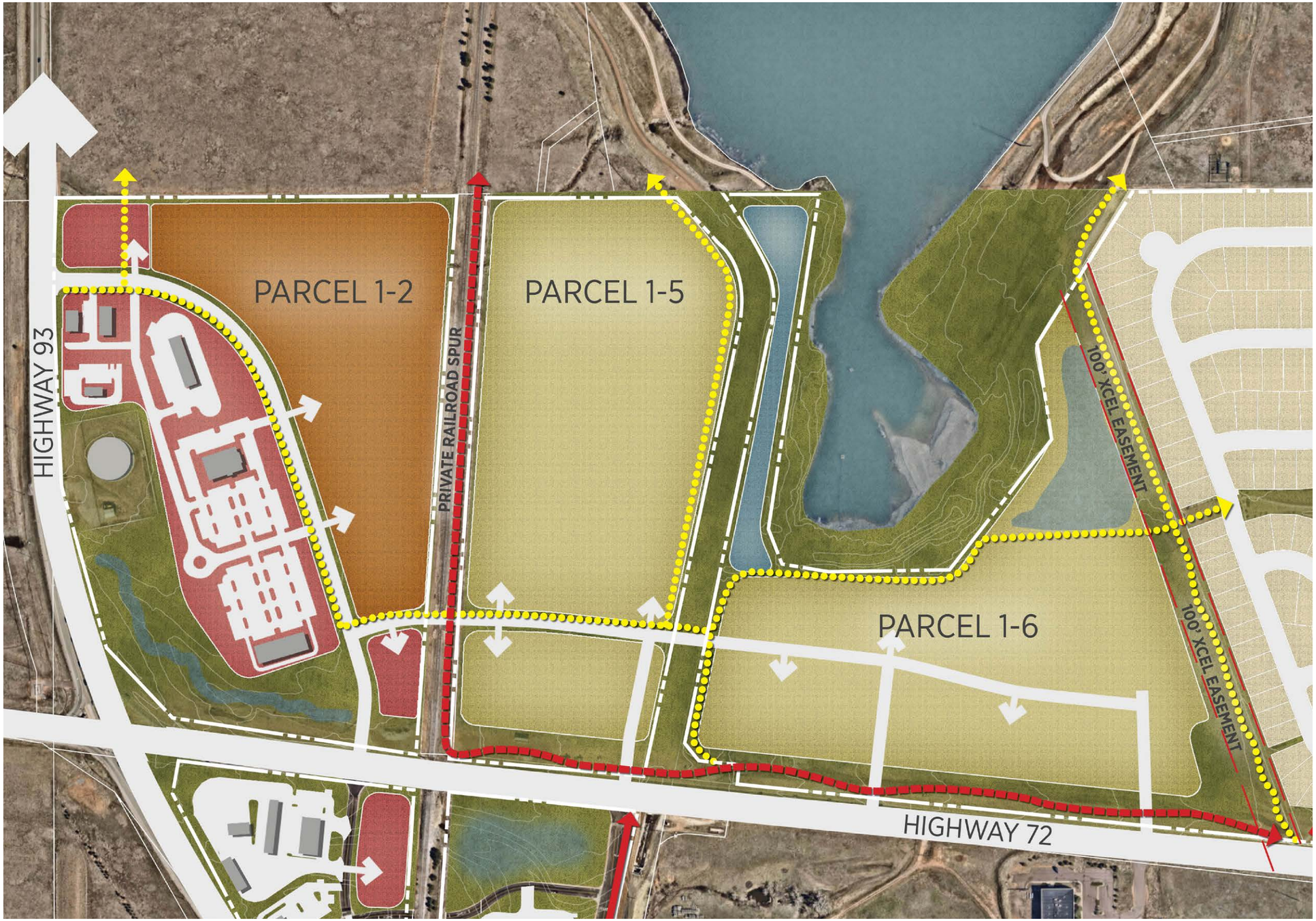
Brownstein

Legal



CANDELAS PARCELS 1-2, 1-5, AND 1-6 | SITE CONTEXT

NORTH
SCALE: N.T.S.



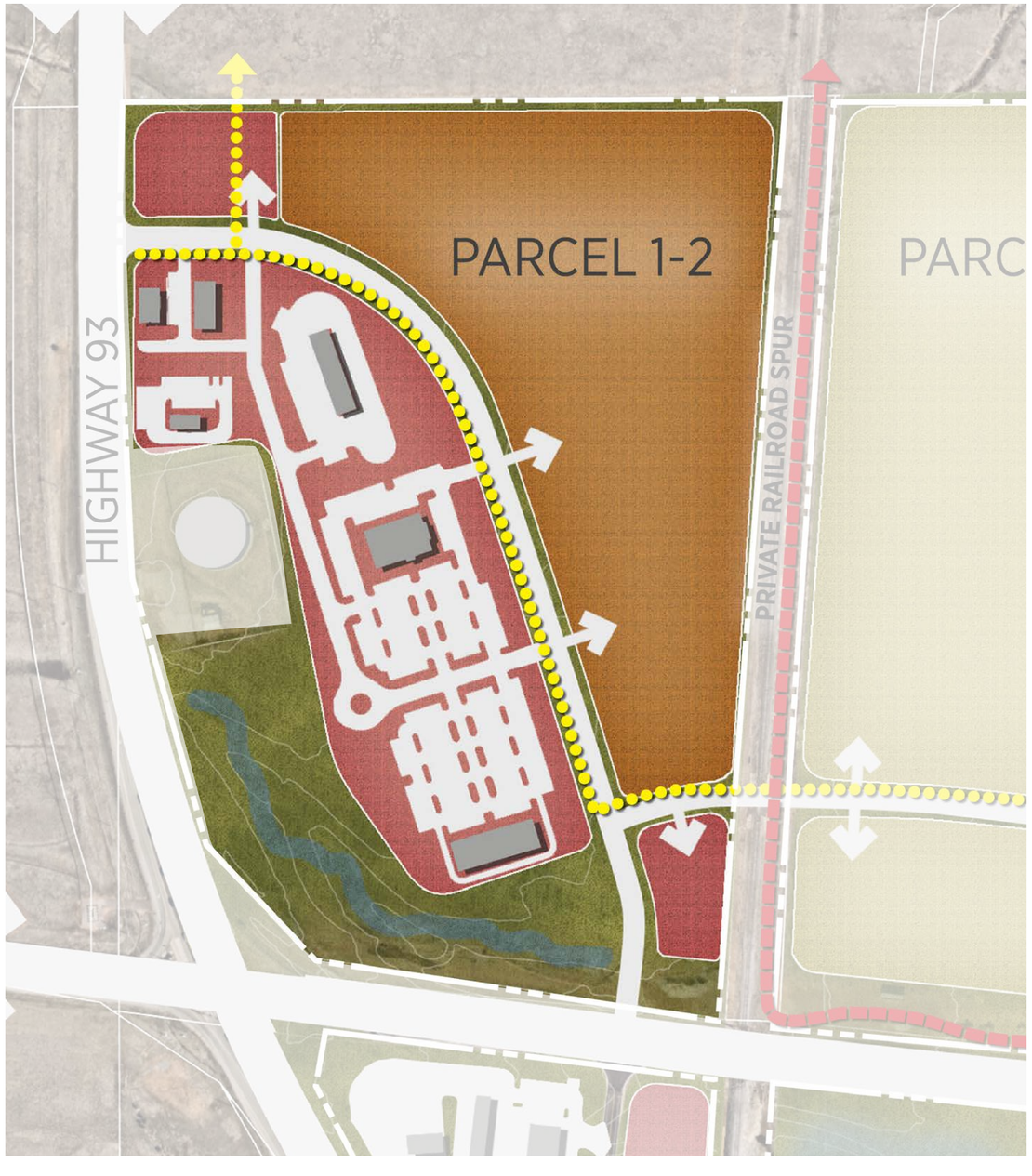
CANDELAS PARCELS 1-2, 1-5, AND 1-6 | SITE LOCATION

NORTH
SCALE: N.T.S.

APPLICATION SUMMARY — PARCEL 1-2

The applicant is proposing the following for Parcel 1-2:

- *Comprehensive Plan Amendment:* Amend a portion from NC to HDR. Portions rezoned to CG do not require an amendment
- *Rezoning:* Rezone portions from PUD-BP to R24 and PUD-BP to CG

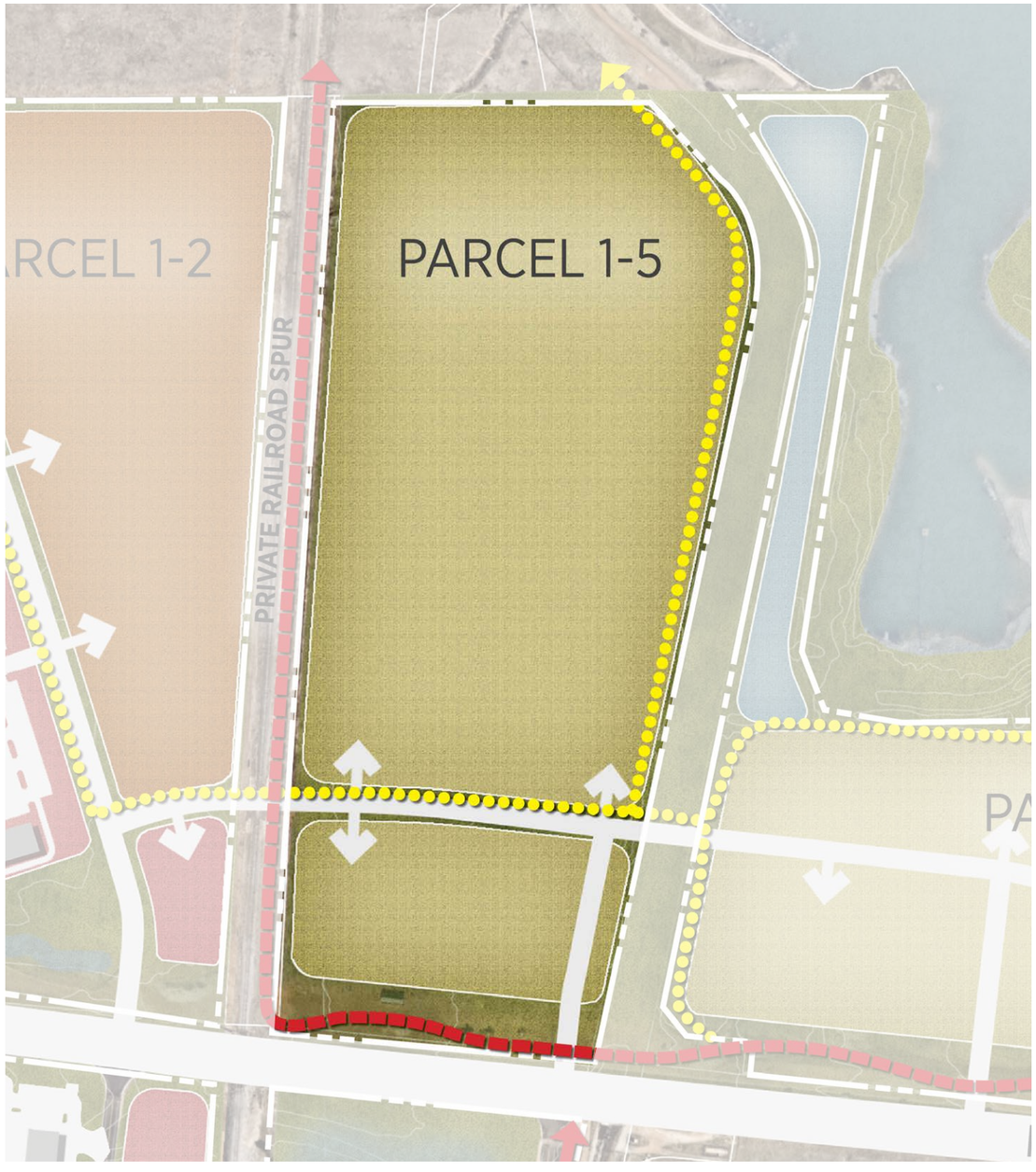


NORTH
SCALE: N.T.S.

APPLICATION SUMMARY — PARCEL 1-5

The applicant is proposing the following for Parcel 1-5:

- *Comprehensive Plan Amendment:* Amend a portion from NC to MDR
- *Rezoning:* Rezone a portion from PUD-BP to R13

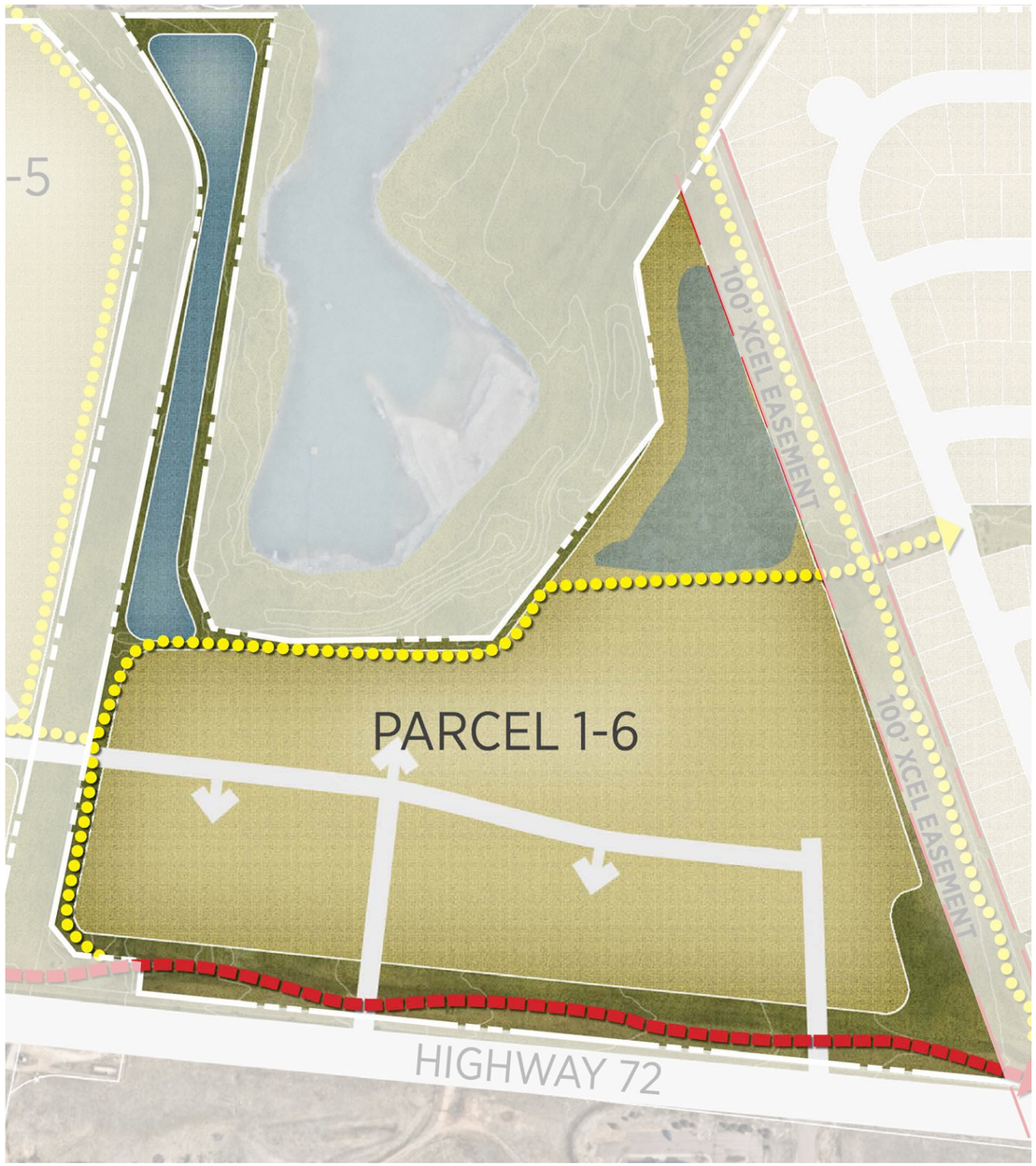


NORTH
SCALE: N.T.S.

APPLICATION SUMMARY — PARCEL 1-6

The applicant is proposing the following for Parcel 1-6:

- *Comprehensive Plan Amendment:* Amend a portion from NC to SR
- *Rezoning:* Rezone a portion from PUD-BP to R6

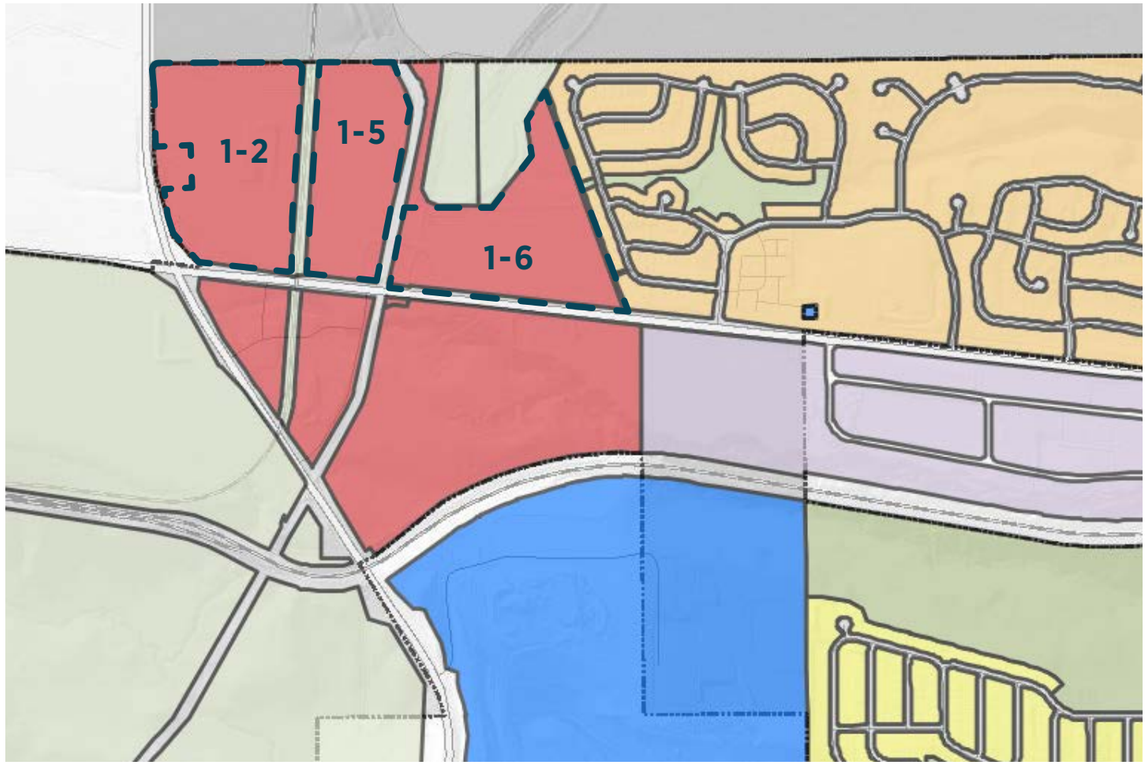


NORTH
SCALE: N.T.S.

CANDELAS PARCELS 1-2, 1-5, AND 1-6 | INTENT OF PLANNING AREAS

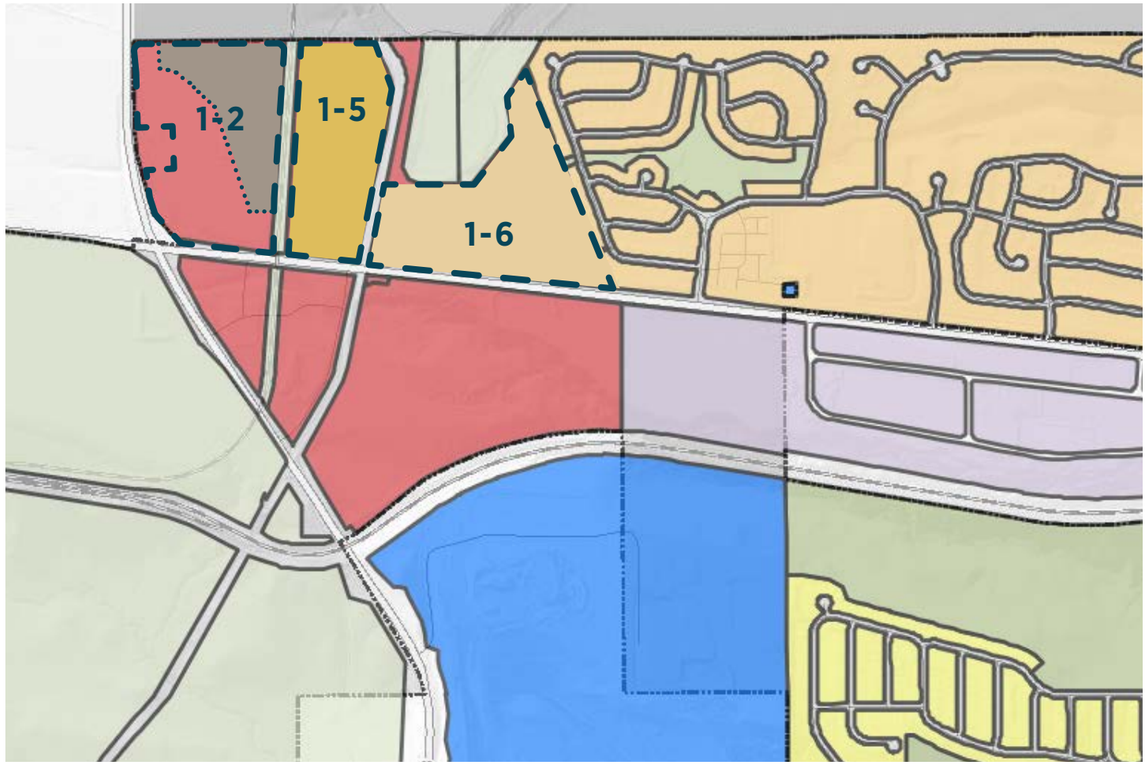
NORTH
SCALE: N.T.S.

EXISTING COMPREHENSIVE PLAN



- Suburban Residential
- Low Density Residential
- **Neighborhood/Community Commercial**
- Public/Quasi-Public
- Industrial/Office
- Open Space and Parks
- Public Land

PROPOSED COMPREHENSIVE PLAN

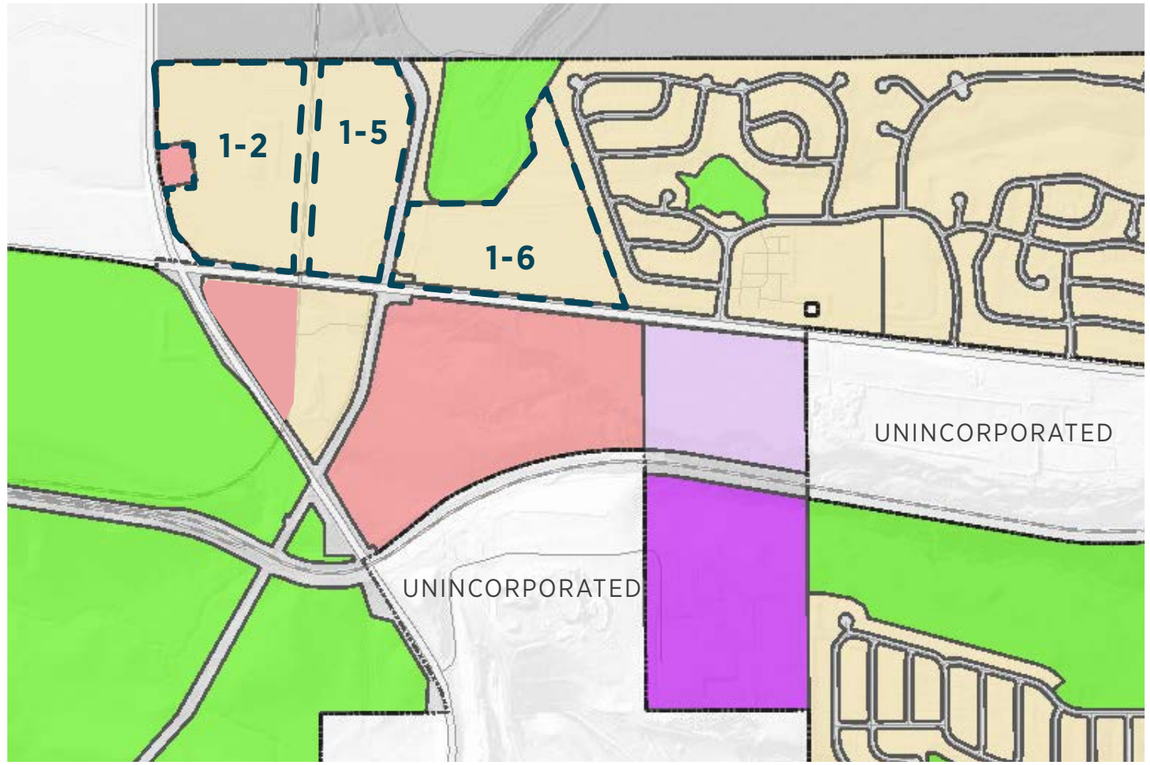


- **Suburban Residential**
- Low Density Residential
- **Medium Density Residential**
- **High Density Residential**
- **Neighborhood/Community Commercial**
- Public/Quasi-Public
- Industrial/Office
- Open Space and Parks
- Public Land

CANDELAS PARCELS 1-2, 1-5, AND 1-6 | EXISTING & PROPOSED COMPREHENSIVE PLAN

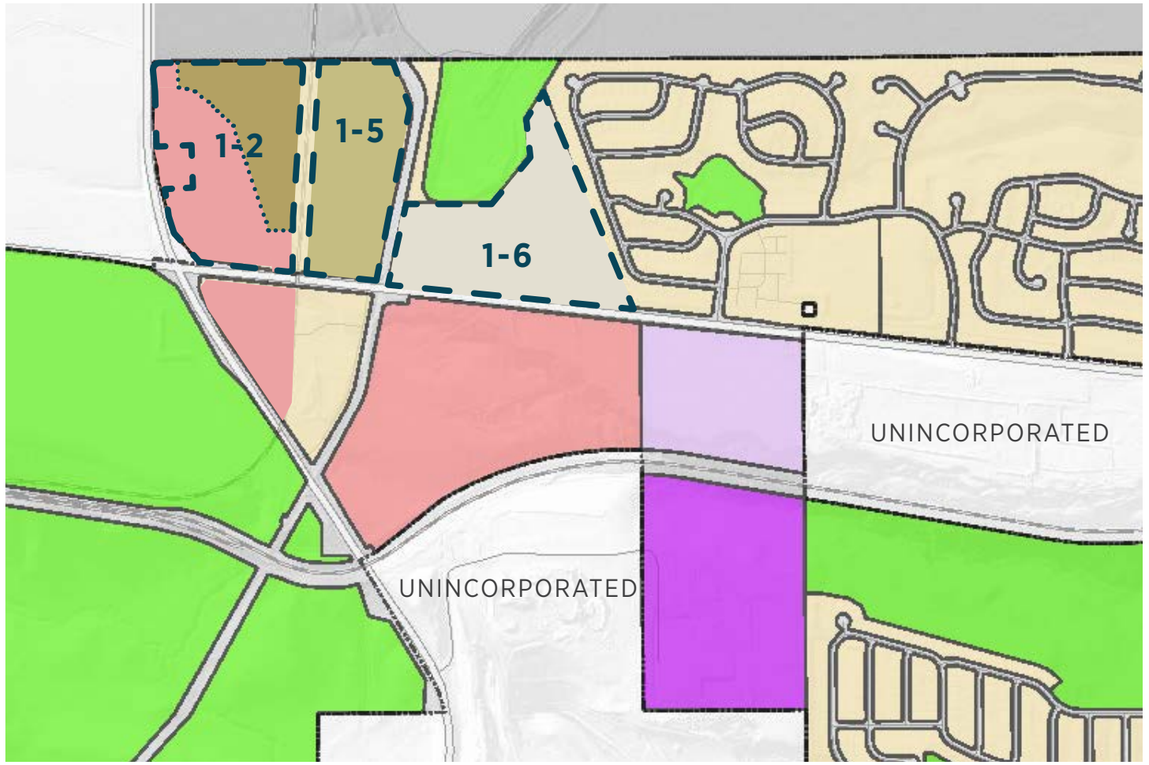
NORTH
SCALE: N.T.S.

EXISTING ZONING



PUD
CG - General Commercial
IL - Light Industrial
IG - General Industrial
OS - Parks and Open Space

PROPOSED ZONING



PUD
R6 - Suburban Residential
R13 - Medium Density Residential
R24 - High Density Residential
CG - General Commercial
IL - Light Industrial
IG - General Industrial
OS - Parks and Open Space

NORTH
SCALE: N.T.S.

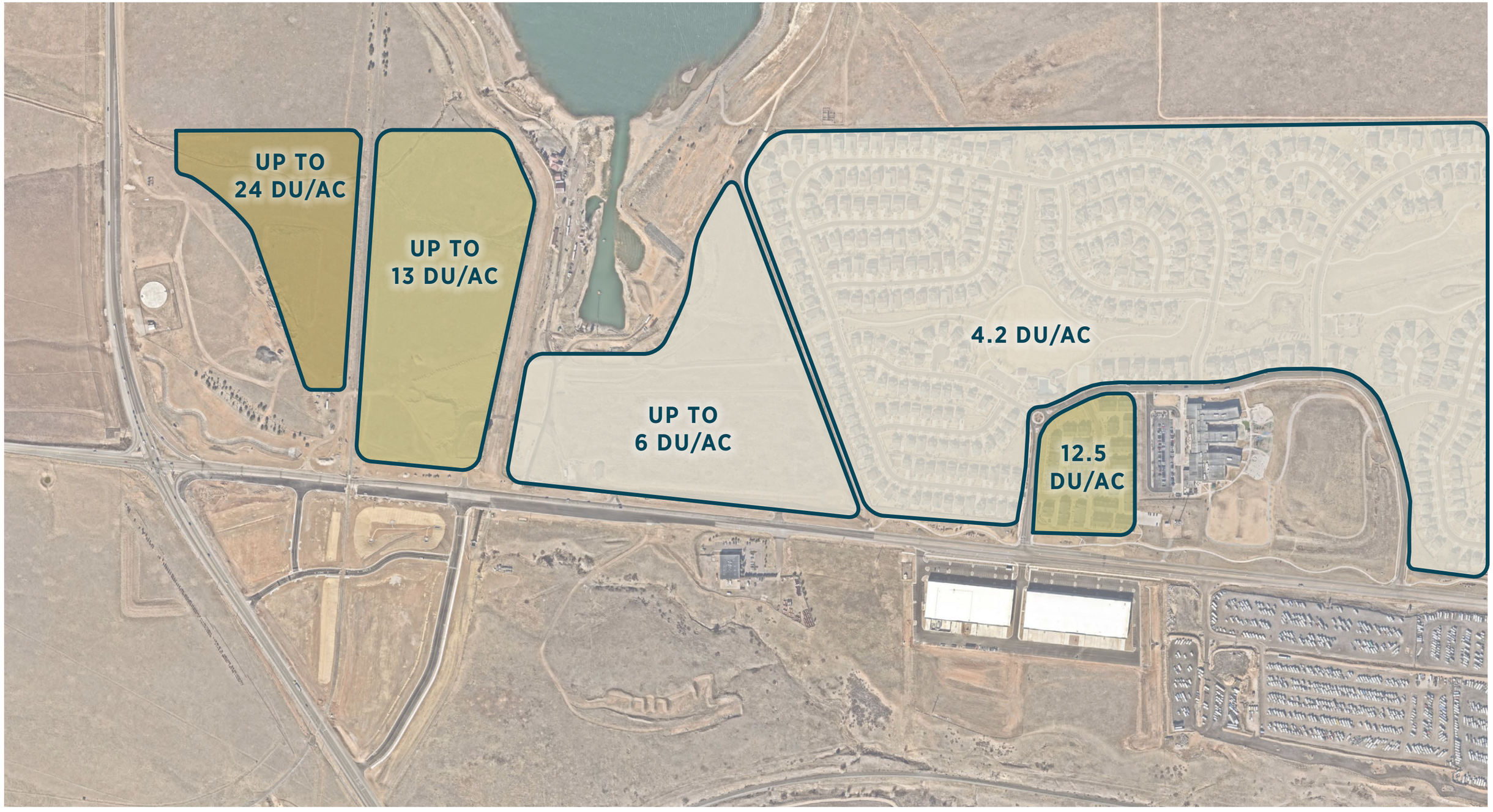
	PUD-BP	CG	R24	R13	R6
MAXIMUM BUILDING HEIGHT	85 FEET	45 FEET	35 FEET	35 FEET	35 FEET
ALLOWED F.A.R	0.25-3.00	N/A	N/A	N/A	N/A
MAXIMUM DENSITY	N/A	N/A	24 DU/AC	13 DU/AC	6 DU/AC
ALLOWED/ PROPOSED USES	• Data Centers • Light Industrial with Parking and Outside Storage • Distribution Center • Gas Stations • Car Washes • Big Box Retail • Research and Development (Medical) • Laboratories • Lodging (Hotels & Motels) • Convention & Meeting Spaces • Retail Services • Outdoor Amphitheatre • Medical & Dental Offices • Banks • Dog Daycare Facilities • Mini Storage as Conditional Use	• Place of Assembly • Schools • Brewery, Winery, Distillery • Office, General or Professional • Retail Sales and Services Type 1 • Day Care Center, Adult or Child • Medical Office • Restaurant	• Single-Family Detached • Zero Lot Line • Duplexes: • Townhomes • Multiplexes • Multifamily • Clustered Housing	• Single-Family Detached • Zero Lot Line • Duplexes: • Townhomes • Multiplexes • Multifamily • Clustered Housing	• Single-Family Detached • Zero Lot Line • Duplexes: • Townhomes • Multiplexes • Clustered Housing

COMMUNITY ENGAGEMENT EFFORTS

- First neighborhood meeting: June 11, 2025
- 47 individuals attended
- Concerns:
  - Preserving views
  - Parks and open space amenities
  - Existing infrastructure challenges
  - General metro district concerns
- Additional outreach to adjacent residents after addressing concerns

COMMUNITY ENGAGEMENT RESPONSE

- Responses to concerns include:
  - Transition density between existing neighborhood and Highway 93 - highest densities furthest from existing homes
  - Include provisions for single-story homes along eastern edge to preserve views
  - Shift parks and open space toward existing development on eastern side of Parcel 1-6 to provide additional buffering
  - Amenities will be part of Jefferson Center Metro District No. 2.
  - Reduce projected traffic generation with residential rezone versus existing business park zoning.
  - Development will not impact existing metropolitan districts in Candelas



CANDELAS PARCELS 1-2, 1-5, AND 1-6 | SURROUNDING DENSITY

NORTH
SCALE: N.T.S.

MAXIMUM BUILDING MASSING

REALISTIC BUILDING MASSING

PROPOSED BUILDING MASSING

CITY OF ARVADA - 2024 HOUSING STRATEGIC PLAN

Housing Goals & Strategy Framework:

"Plan for a range of neighborhoods and accessible housing of different tenure types to accommodate diverse incomes and all ages and abilities"

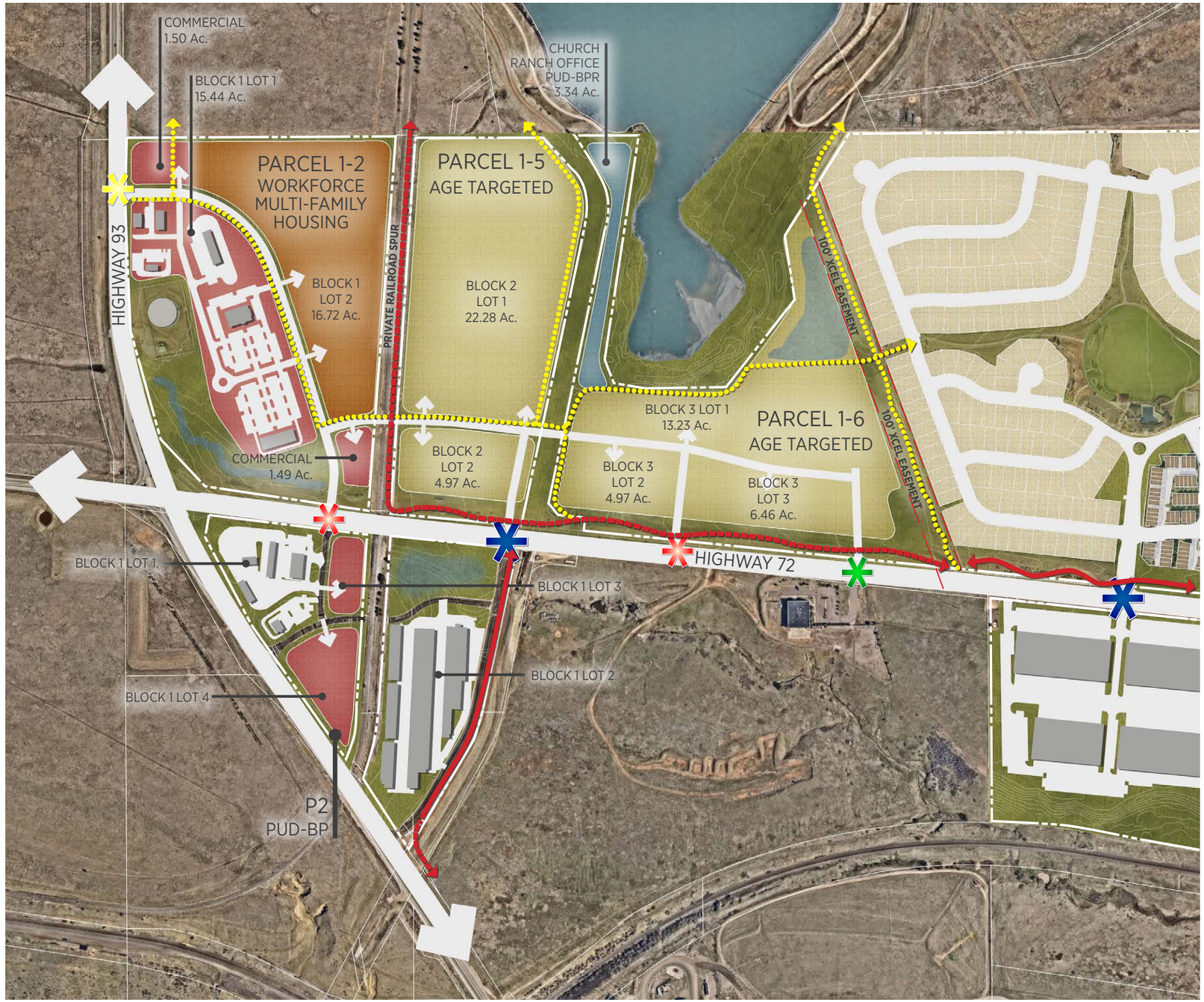
- All three parcels include multi-family housing at a range of densities
- Parcels 1-5 and 1-6 include single-story homes with smaller footprints serving older adults
- Homes with live-in suites or ADUs in Parcels 1-5 and 1-6

"Encourage development of Workforce, Affordable, and assisted housing throughout Arvada"

- 80-120% AMI housing options intended to serve middle-income earners

"Increase production of housing that expands price-point and product diversity in Arvada, including multi-family and 'missing middle' products that tend to have more attainable price-points"

- Increase supply to improve natural affordability and housing diversity



LEGEND

- MULTI-FAMILY
- AGE TARGETED
- COMMERCIAL
- OFFICE
- EXISTING REGIONAL TRAIL
- PROPOSED REGIONAL TRAIL
- PROPOSED CANDELAS TRAIL
- FUTURE TRAFFIC SIGNAL
- FULL MOVEMENT INTERSECTION
- 3/4 MOVEMENT INTERSECTION
- RIGHT-IN, RIGHT OUT MOVEMENT INTERSECTION

NOTES:

1. TRAIL CONNECTIONS INTO ROCKY FLATS ARE SUBJECT TO APPROVAL FROM THE CITY OF ARVADA AND ROCKY FLATS.
2. ALL THREE PARCELS ARE A PART OF THE JEFFERSON CENTER METRO DISTRICT NO. 1. THERE WILL BE NO IMPACTS TO EXISTING METRO DISTRICTS.
3. TRAIL AND PARK LOCATIONS ARE CONCEPTUAL AND SUBJECT TO CHANGE AT TIME OF SITE PLAN.

CANDELAS PARCELS 1-2, 1-5, AND 1-6 | TRAFFIC CONNECTIONS

NORTH
SCALE: N.T.S.

TRIP GENERATION

Land Use and Size	Weekday Vehicle Trips						
	Daily	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Original Traffic Study – Existing Zoning							
P1 Project Trips	10,570	655	392	1,047	368	535	903
P3 Project Trips	3,318	269	48	317	83	237	320
P5 Project Trips	2,098	149	26	175	48	135	183
Total Trips	**15,986**	**1,073**	**466**	**1,539**	**499**	**907**	**1,406**
Proposed Rezone Residential Development Program							
P1 Project Trips	6,144	421	351	772	236	274	510
P3 Project Trips	1,734	32	95	127	109	64	173
P5 Project Trips	1,466	27	81	108	91	54	145
Total Trips	**9,344**	**480**	**527**	**1,007**	**436**	**392**	**828**
Net Trips	**-6,642**	**-593**	**+61**	**-532**	**-63**	**-515**	**-578**
Percent Decrease	**42%**			**35%**			**41%**

COMMERCIAL MARKET OVERVIEW

Office Overview

- Current SQFT in ***NW submarket = 8.7M SQFT***
- Current SQFT ***available in NW submarket = 3M SQFT***
- ***30% Vacancy rate***
- Current SQFT ***under construction = 25K SQFT***
- ***Existing office buildings selling at $20 - $70 psf vs. cost to replace at $450 psf.*** New owners at low basis will undercut the market and elongate the recovery for new construction.

Retail Overview

- CBRE has been aggressively marketing Candelas retail opportunities at HWY 72 & 93 for many years. Retail users want to be at Indiana
- Cost of new in-line retail construction between $400 - $500 psf, which means $55 NNN rents to underwrite new retail buildings.
- 2nd Generation retail in NW submarket leases at $20 - $25 NNN

Retailers that have passed

- Advance Auto
- Big R
- Chick-fil-A
- Chili's
- Chipotle
- **Costco**
- Cracker Barrel
- Culver's
- Dairy Queen
- Dutch Bros
- First Watch
- Hilton
- **Home Depot**
- In-n-Out
- Lifetime Fitness
- **Lowe's**
- Marriott
- Murdoch's
- Panda Express
- Panera Bread
- Popeye's
- Raising Cane's
- **Sam's Club**
- **Sprouts**
- **Target**
- TJ Maxx
- Total Wine
- **Trader Joe's**
- Tractor Supply
- **Walmart**

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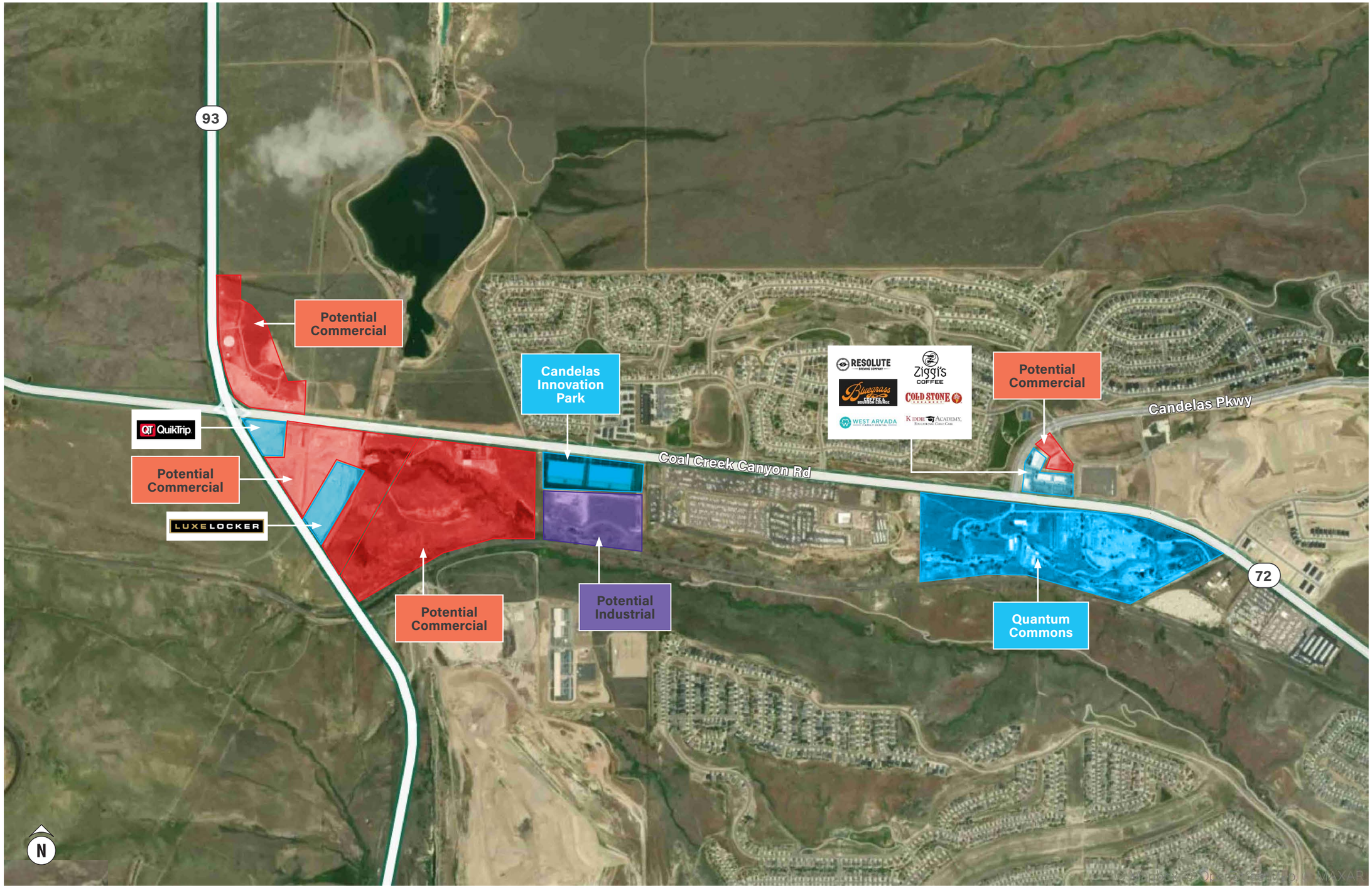

CANDELAS PARCELS 1-2, 1-5, AND 1-6 | COMMERCIAL AVAILABILITY

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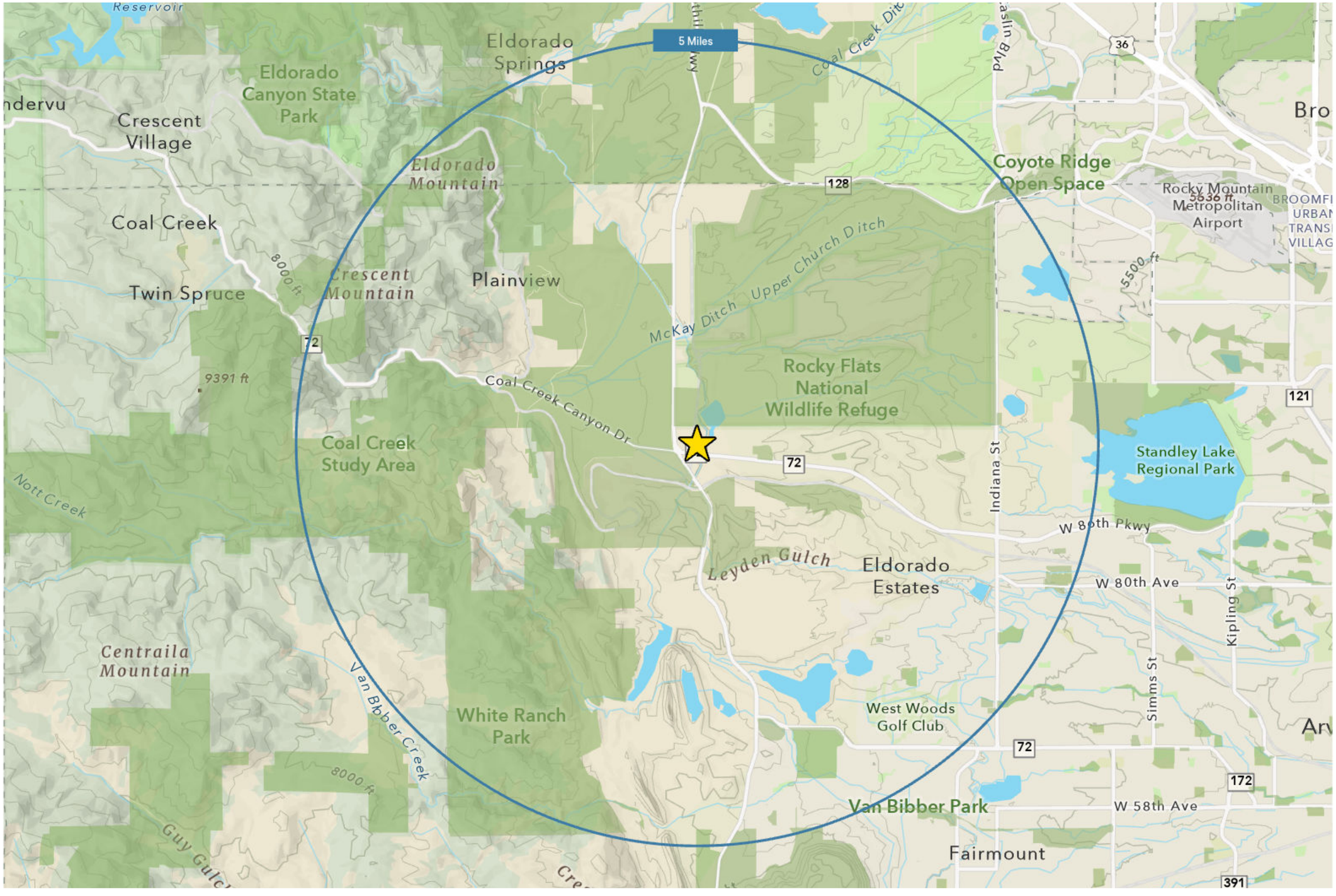


NORTH
SCALE: N.T.S.

WILDFIRE RESILIENCY

- Candelas Parcels 1-2, 1-5, and 1-6 will follow Jefferson County Wildfire Resiliency Code for Wildland-Urban Interface Designations located at “Predominantly Interface Perimeter” Mapping areas
- Architecture will follow requirements for structure hardening as required by approved City and County Codes
- Landscape design for homes and site perimeters will be designed with the support of City of Arvada Fire to support fire resistant buffer zones
- Existing fire breaks will be utilized and maintained along the north-south Highway 93 ROW, the north-south railroad ROW, the north-south ditch easement, the east-west Highway 72 ROW, and the east-west ditch easement. The area is also protected from the north by the Rocky Flats Lake.

COMPREHENSIVE PLAN CRITERIA

- The existing Comprehensive Plan and/or any related element thereof is **in need** of the proposed amendment
- The proposed amendment is **compatible** with the surrounding area, and the goals and policies of the Comprehensive Plan
- The proposed amendment will have **no major negative impacts** on transportation, services, and facilities
- 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 provision
- The proposed amendment, if for an area that is outside of the City's current municipal boundaries, is consistent with the City's ability to annex the property
- Strict adherence to the Comprehensive Plan would result in a situation neither intended nor in keeping with other key elements and policies of the Plan
- 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

CONSISTENCY WITH COMP PLAN

The zoning or rezoning is consistent with the Arvada Comprehensive Plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan:

Goals:

- Goal L-2: Plan for a **balanced mixed of commercial and residential** land uses in Arvada.
- 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.**
- Goal P-1: Provide strategically placed parks, rec centers, **a well-connected trail system**, and preserved open space to serve Arvada residents and visitors.

Policies:

- Policy L-2.1: Providing a balanced mix of land uses by promoting redevelopment… by continuing to **provide a variety of housing choices**.
- Policy CC-3.2: Identifying and **maintaining appropriate view corridors** from public streets and other public places as new development occurs.
- Policy CC-1: Plan Arvada as a City of different development character districts.

REZONING CRITERIA

- The zoning or rezoning is consistent with the Arvada Comprehensive Plan, or r**eflects conditions that have changed** since the adoption of the Comprehensive Plan
- The intended land use is **consistent with the stated intent** of the proposed zone district
- 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
- 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
- The rezoning is **compatible with existing and 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 incompatibility

CANDELAS PARCELS 1-2, 1-5, AND 1-6 | INTENT OF PLANNING AREAS

NORTH
SCALE: N.T.S.

LEGEND

- MULTI-FAMILY
- AGE TARGETED
- COMMERCIAL
- OFFICE
- EXISTING REGIONAL TRAIL
- PROPOSED REGIONAL TRAIL
- PROPOSED CANDELAS TRAIL
- FUTURE TRAFFIC SIGNAL
- FUTURE PARK LOCATION

NOTES:

1. TRAIL CONNECTIONS INTO ROCKY FLATS ARE SUBJECT TO APPROVAL FROM THE CITY OF ARVADA AND ROCKY FLATS.
2. ALL THREE PARCELS ARE A PART OF THE JEFFERSON CENTER METRO DISTRICT NO. 1. THERE WILL BE NO IMPACTS TO EXISTING METRO DISTRICTS.
3. TRAIL AND PARK LOCATIONS ARE CONCEPTUAL AND SUBJECT TO CHANGE AT TIME OF SITE PLAN.

CANDELAS PARCELS 1-2, 1-5, AND 1-6 | CONNECTION OF PARKS

NORTH
SCALE: N.T.S.

SUMMARY

- Amending the Comprehensive Plan to Suburban, Medium Density, and High Density Residential allows for R6, R13, and R24 zoning
- Supporting Arvada's housing goals to provide a variety of housing types at multiple price-points for the community's workforce earning 80-120% AMI, providing more opportunities for the aging population
- Providing opportunities for:
    - Renters
    - Homeowners
    - Age-targeted demographics
    - Right-sizing commercial/retail development to meet market demand
    - Community investment
- Allowing for thoughtful, scaled-down, community-focused development that supports the existing Candelas neighborhood

THANK YOU!

QUESTIONS?

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 10.A.1.

TO: THE HONORABLE CITY COUNCIL DATE: July 7, 2026

SUBJECT: Ratification and Approval of 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

Report in Brief

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.

The Arvada Team recommends City Council's Ratification and Approval of 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

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

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.

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 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.

Commission Recommendation

The Planning Commission approved (5-1, 1 absent) and recommended ratification to City Council during a public hearing on February 4, 2026.

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 CP2026-0001 a City Council Ratify and Approve 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 Parcel1-2 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.

Suggested Motion:

I move 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 (ratified and approved) (rejected).

Prepared by:
Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Julia Duncan, Senior Planner	06/10/2026
Rob Smetana, Planning Manager	06/12/2026
Jessica Garner, Director of Community and Economic Development	06/12/2026
Gail Walker, Legal Specialist-Contracts	06/15/2026
Kelsy Sargent, Assistant City Attorney	06/23/2026
Laura Hemler, Assistant City Attorney	06/23/2026
Rachel Morris, City Attorney	06/23/2026
Allison Scheck, Deputy City Manager	06/24/2026
Don Wick, City Manager	06/29/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-

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 PARCEL1-2 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

WHEREAS, Planning Commission, by Resolution No. CP2014-0003, adopted the 2014 Arvada Comprehensive Plan on September 19, 2014 and City Council ratified the resolution on October 6, 2014; and

WHEREAS, pursuant to § 8-1-2-1(E)(4) of the Land Development Code, City Council has final ratification and approval authority with respect to the Comprehensive Plan and any amendments thereto; and

WHEREAS, pursuant to Chapter 74, Article III, Section 74-64 of the code of the City of Arvada, the Planning Commission has held a public hearing as required by law, notice thereof being duly published in the Wheat Ridge Transcript and Arvada Press on January 15, 2026, and said public hearing being held before the Planning Commission for the City of Arvada on February 4, 2026.

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

Section 1. The 2014 Comprehensive Plan is hereby amended by changing the land use designation for the designated portion of Candelas Parcel 1-2 from City of Arvada Neighborhood/Community Commercial to City of Arvada High Density Residential.

Section 2. This Resolution shall be effective upon the ratification and approval by the City Council of the Comprehensive Plan amendment described herein.

APPROVED AND ADOPTED this 4th day of February, 2026.

CITY OF ARVADA PLANNING COMMISSION

_____

Tim Knapp, Chairman

ATTEST:

_____
Thomas Aljinovich, Secretary

_____
Lauren Simpson, Mayor

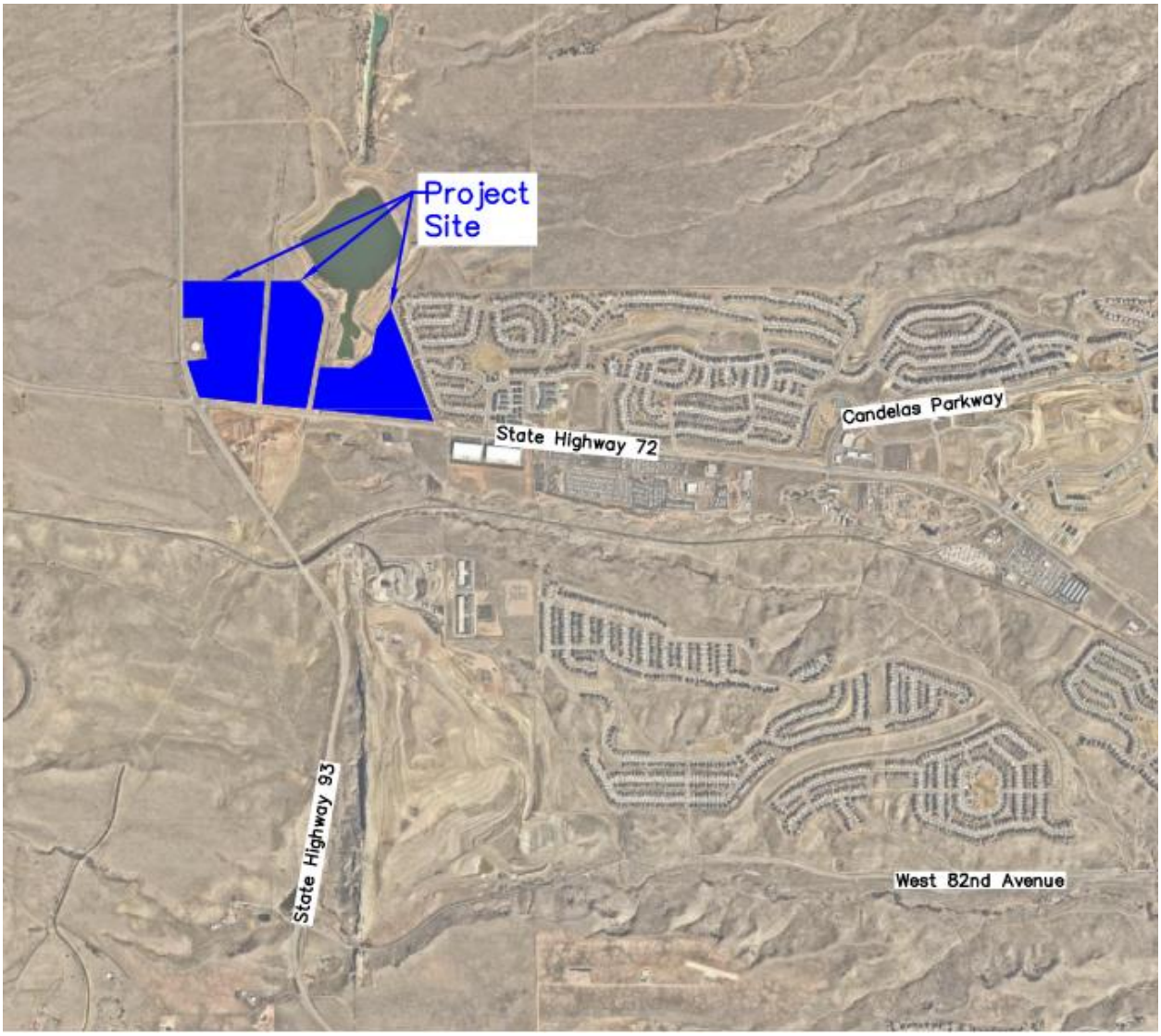
ATTEST:

_____
City Clerk

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

By: _____

PROJECT VICINITY MAP



RESOLUTION NO. 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 PARCEL1-2 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

WHEREAS, Planning Commission, by Resolution No. CP2014-0003, adopted the 2014 Arvada Comprehensive Plan on September 19, 2014 and City Council ratified the resolution on October 6, 2014; and

WHEREAS, pursuant to § 8-1-2-1(E)(4) of the Land Development Code, City Council has final ratification and approval authority with respect to the Comprehensive Plan and any amendments thereto; and

WHEREAS, pursuant to Chapter 74, Article III, Section 74-64 of the code of the City of Arvada, the Planning Commission has held a public hearing as required by law, notice thereof being duly published in the Wheat Ridge Transcript and Arvada Press on January 15, 2026, and said public hearing being held before the Planning Commission for the City of Arvada on February 4, 2026.

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

Section 1. The 2014 Comprehensive Plan is hereby amended by changing the land use designation for the designated portion of Candelas Parcel 1-2 from City of Arvada Neighborhood/Community Commercial to City of Arvada High Density Residential.

Section 2. This Resolution shall be effective upon the ratification and approval by the City Council of the Comprehensive Plan amendment described herein.

APPROVED AND ADOPTED this 4th day of February, 2026.

CITY OF ARVADA PLANNING COMMISSION

Brandon Figliolino, Vice Chairman

ATTEST:

Thomas Aljinovich, Secretary

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

CITY OF ARVADA

REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM 10.A.2.

TO: THE HONORABLE CITY COUNCIL DATE: July 7, 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)

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 properties and in the surrounding area or neighborhood, or measures will be taken to	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-

substantially buffer or otherwise substantially mitigate any negative impacts.		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 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.

Suggested Motion:

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)	**PAGE:** 4 **ITEM:** 10.A.2.

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 (approved on final reading, numbered 4928 and ordered published by title only) (rejected).

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Julia Duncan, Senior Planner	06/08/2026
Josie Suk, Development Systems and Administrative Manager	06/09/2026
Rob Smetana, Planning Manager	06/12/2026
Jessica Garner, Director of Community and Economic Development	06/12/2026
Gail Walker, Legal Specialist-Contracts	06/15/2026
Kelsy Sargent, Assistant City Attorney	06/15/2026
Rachel Morris, City Attorney	06/23/2026
Allison Scheck, Deputy City Manager	06/23/2026
Don Wick, City Manager	06/24/2026

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 7th day of July, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

Publication Dates: March 26, 2026
July 9, 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.

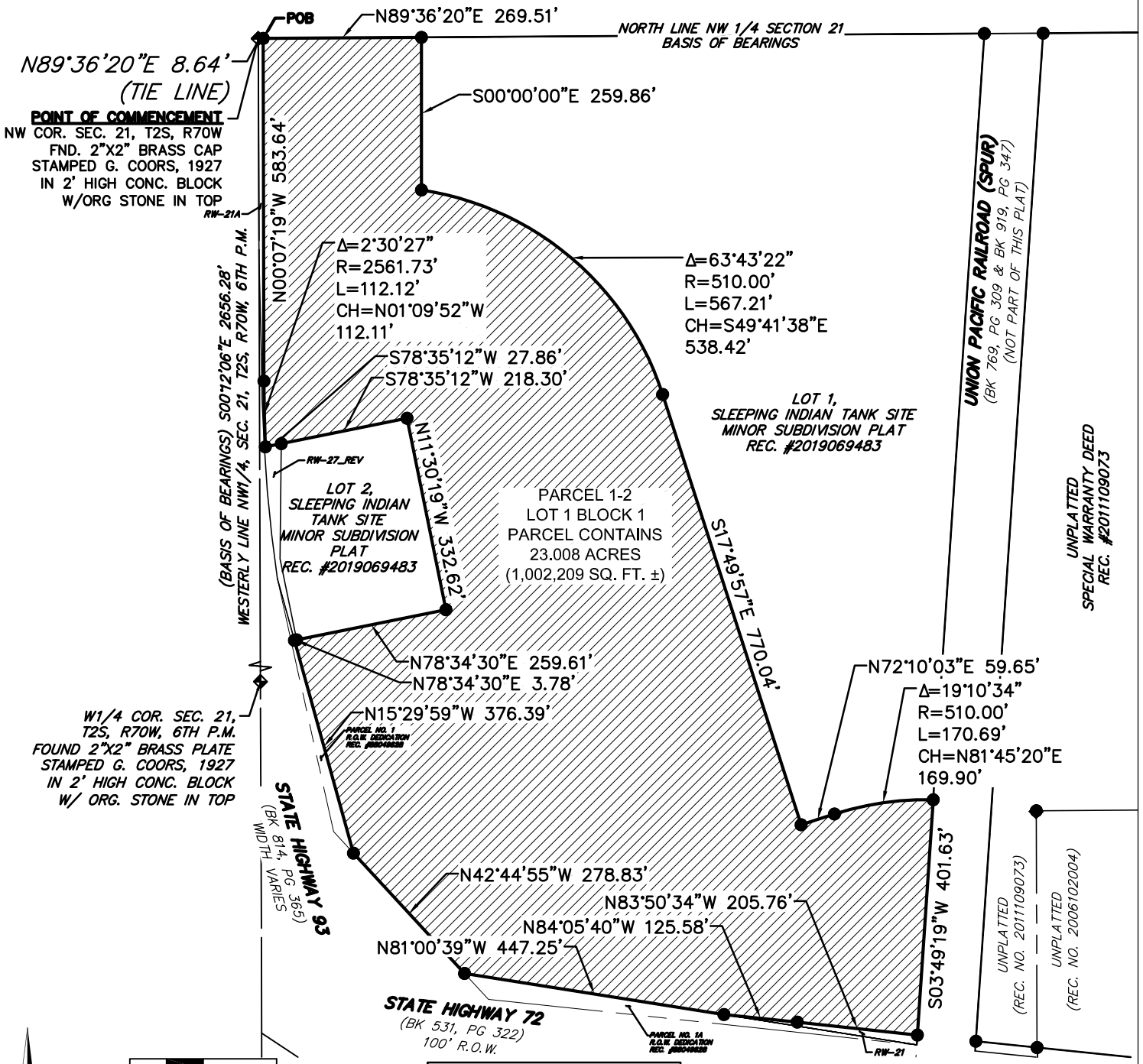
BASIS OF BEARINGS

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.

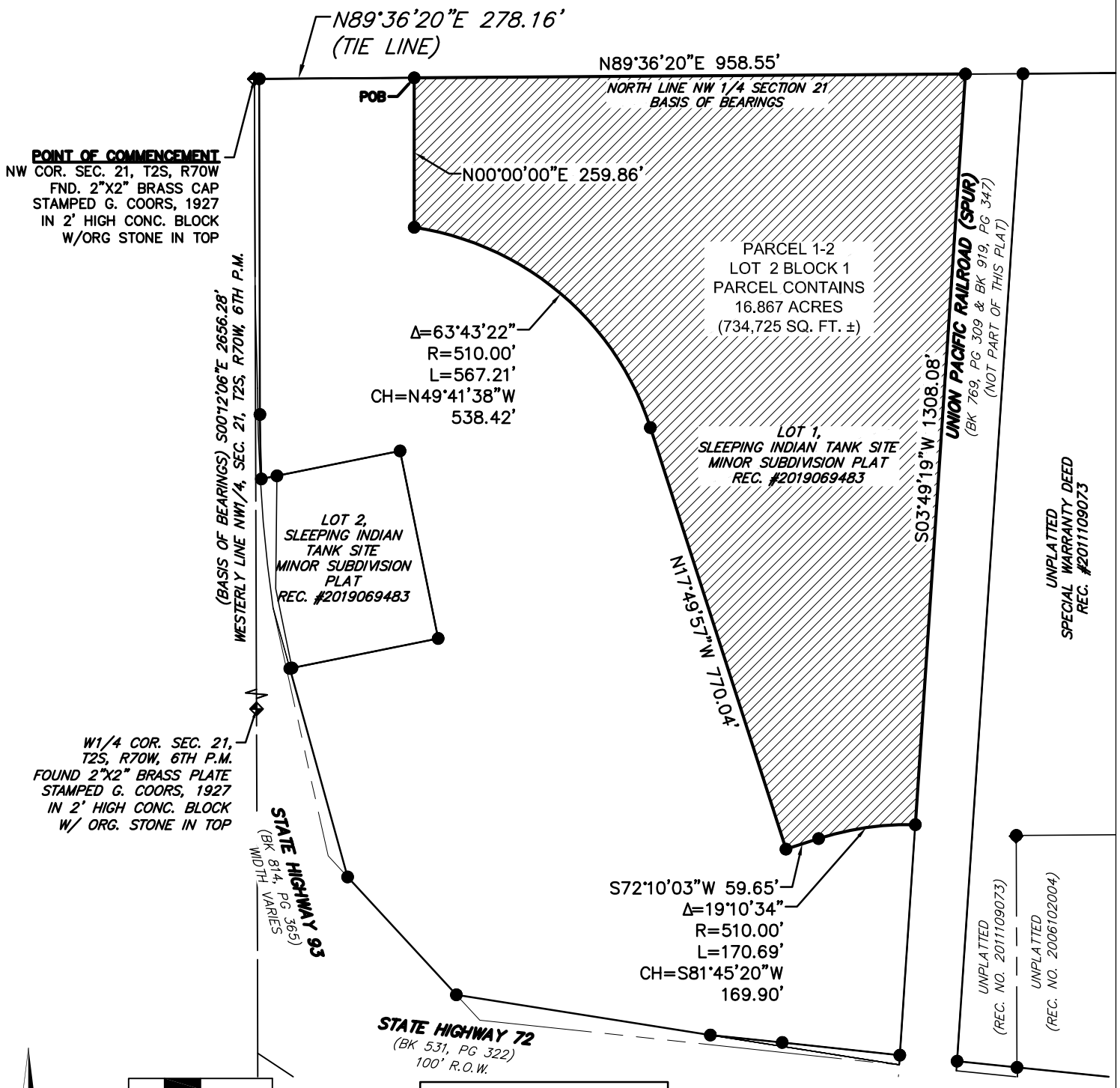
BASIS OF BEARINGS

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
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 B



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 B.dwg

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 10.A.3.

TO: THE HONORABLE CITY COUNCIL DATE: July 7, 2026

SUBJECT: Ratification and Approval of CP2026-00002 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

Report in Brief

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.

The Arvada team recommends Ratification and Approval of 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.

Financial Impact

No financial impact

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

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.

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 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

Commission Recommendation

The Planning Commission approved (5-1, 1 absent) and recommended ratification to City Council during a public hearing on February 4, 2026.

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 ratification and approval of CP2026-00002 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 1-5 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.

Suggested Motion:

I move that CP2026-00002 the 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 1-5 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 (ratified and approved) (rejected).

Prepared by:
Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Julia Duncan, Senior Planner	06/10/2026
Rob Smetana, Planning Manager	06/12/2026
Jessica Garner, Director of Community and Economic Development	06/12/2026
Gail Walker, Legal Specialist-Contracts	06/15/2026
Kelsy Sargent, Assistant City Attorney	06/23/2026
Laura Hemler, Assistant City Attorney	06/23/2026
Rachel Morris, City Attorney	06/23/2026
Allison Scheck, Deputy City Manager	06/24/2026
Don Wick, City Manager	06/29/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. CP2026-0002

A RESOLUTION BY THE PLANNING COMMISSION FOR THE CITY OF ARVADA, COLORADO TO AMEND THE 2014 ARVADA COMPREHENSIVE PLAN LAND USE DESIGNATION OF CANDELAS PARCEL1-5 FROM CITY OF ARVADA NEIGHBORHOOD/COMMUNITY COMMERCIAL TO CITY OF ARVADA MEDIUM DENSITY RESIDENTIAL, A PARCEL OF LAND LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF HIGHWAY 72 AND HIGHWAY 93

WHEREAS, Planning Commission, by Resolution No. CP2014-0003, adopted the 2014 Arvada Comprehensive Plan on September 19, 2014 and City Council ratified the resolution on October 6, 2014; and

WHEREAS, pursuant to § 8-1-2-1(E)(4) of the Land Development Code, City Council has final ratification and approval authority with respect to the Comprehensive Plan and any amendments thereto; and

WHEREAS, pursuant to Chapter 74, Article III, Section 74-64 of the code of the City of Arvada, the Planning Commission has held a public hearing as required by law, notice thereof being duly published in the Wheat Ridge Transcript and Arvada Press on January 15, 2026, and said public hearing being held before the Planning Commission for the City of Arvada on February 4, 2026.

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

Section 1. The 2014 Comprehensive Plan is hereby amended by changing the land use designation for the designated portion of Candelas Parcel 1-5 from City of Arvada Neighborhood/Community Commercial to City of Arvada Medium Density Residential.

Section 2. This Resolution shall be effective upon the ratification and approval by the City Council of the Comprehensive Plan amendment described herein.

APPROVED AND ADOPTED this 4th day of February, 2026.

CITY OF ARVADA PLANNING COMMISSION

Brandon Figliolino, Vice Chairman

ATTEST:

Thomas Aljinovich, Secretary

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

RESOLUTION NO. R26-

A RESOLUTION BY THE PLANNING COMMISSION FOR THE CITY OF ARVADA, COLORADO TO AMEND THE 2014 ARVADA COMPREHENSIVE PLAN LAND USE DESIGNATION OF CANDELAS PARCEL1-5 FROM CITY OF ARVADA NEIGHBORHOOD/COMMUNITY COMMERCIAL TO CITY OF ARVADA MEDIUM DENSITY RESIDENTIAL, A PARCEL OF LAND LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF HIGHWAY 72 AND HIGHWAY 93

WHEREAS, Planning Commission, by Resolution No. CP2014-0003, adopted the 2014 Arvada Comprehensive Plan on September 19, 2014 and City Council ratified the resolution on October 6, 2014; and

WHEREAS, pursuant to § 8-1-2-1(E)(4) of the Land Development Code, City Council has final ratification and approval authority with respect to the Comprehensive Plan and any amendments thereto; and

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

Section 1. The 2014 Comprehensive Plan is hereby amended by changing the land use designation for the designated portion of Candelas Parcel 1-5 from City of Arvada Neighborhood/Community Commercial to City of Arvada Medium Density Residential.

Section 2. This Resolution shall be effective upon the ratification and approval by the City Council of the Comprehensive Plan amendment described herein.

APPROVED AND ADOPTED this 4th day of February, 2026.

CITY OF ARVADA PLANNING COMMISSION

_____

Tim Knapp, Chairman

ATTEST:

_____
Thomas Aljinovich, Secretary

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

CITY OF ARVADA

REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM 10.A.4.

TO: THE HONORABLE CITY COUNCIL DATE: July 7, 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)

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	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 approve Candelas Parcels 1-2, 1-5, and 1-6 Rezoning.

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)	**PAGE:** 4 **ITEM:** 10.A.4.

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 (approved on final reading, numbered 4929 and ordered published by title only) (rejected).

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Julia Duncan, Senior Planner	06/08/2026
Josie Suk, Development Systems and Administrative Manager	06/09/2026
Rob Smetana, Planning Manager	06/12/2026
Jessica Garner, Director of Community and Economic Development	06/12/2026
Gail Walker, Legal Specialist-Contracts	06/15/2026
Kelsy Sargent, Assistant City Attorney	06/15/2026
Rachel Morris, City Attorney	06/23/2026
Allison Scheck, Deputy City Manager	06/23/2026
Don Wick, City Manager	06/24/2026

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 7th day of July, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

Publication Dates: March 26, 2026
July 9, 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.

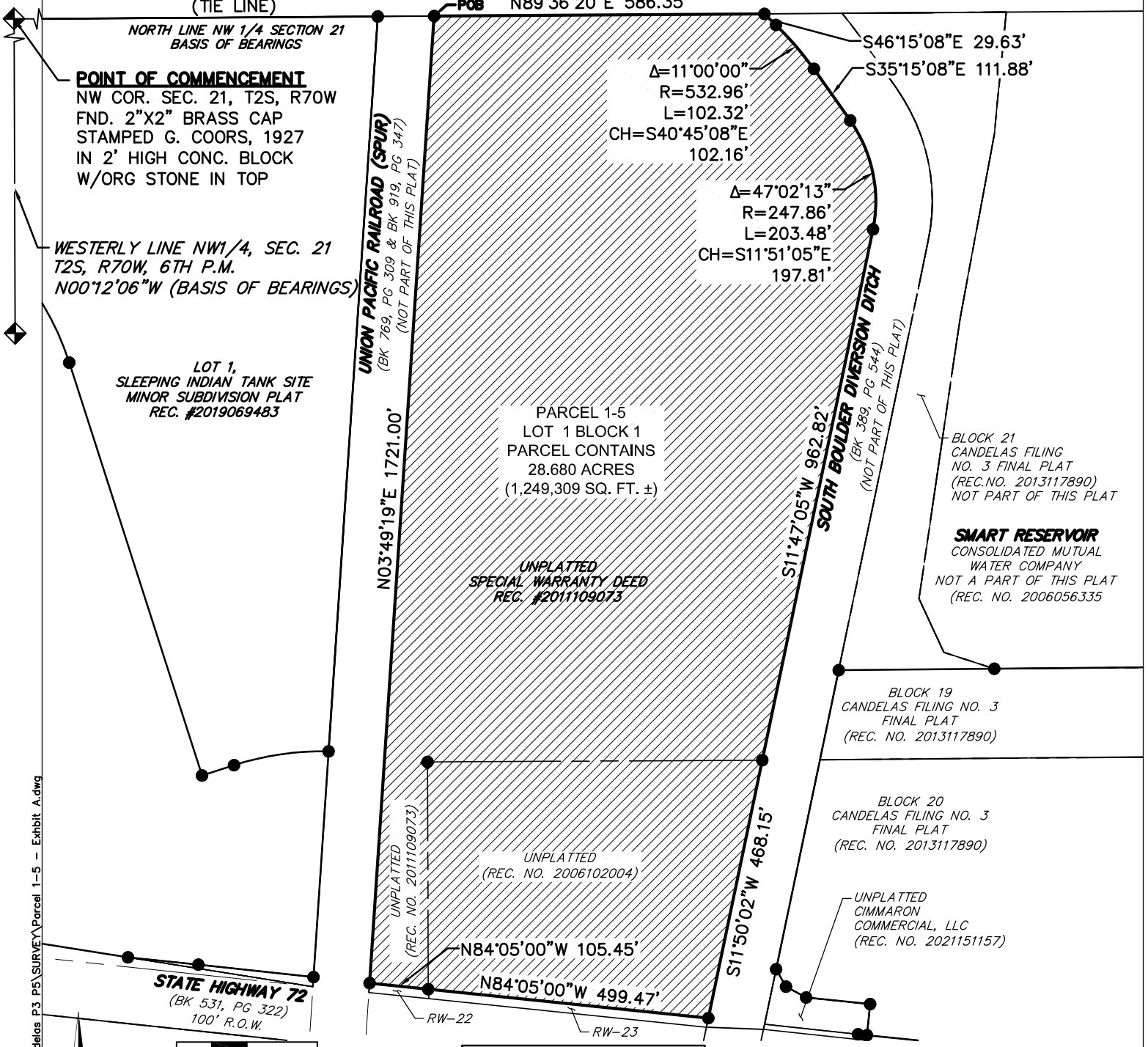
BASIS OF BEARINGS

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



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 1-5 - Exhibit A.dwg

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM 10.A.5.

TO: THE HONORABLE CITY COUNCIL DATE: July 7, 2026

SUBJECT: Ratification and Approval for 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

Report in Brief

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.

The Arvada Team recommends Ratification and Approval of 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

Financial Impact

There is no financial impact.

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

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.

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 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.

Commission Recommendation

The Planning Commission approved (5-1, 1 absent) and recommended ratification to City Council during a public hearing on February 4, 2026.

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 ratification and approval of CP2026-0003 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 1-6 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.

SUBJECT: Ratification and Approval for 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	**PAGE:** 5 **ITEM:** 10.A.5.

Suggested Motion:

I move 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 Pertaining to a Portion 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 (ratified and approved) (rejected).

Prepared by:
Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager	06/15/2026
Julia Duncan, Senior Planner	06/15/2026
Rob Smetana, Planning Manager	06/15/2026
Jessica Garner, Director of Community and Economic Development	06/15/2026
Gail Walker, Legal Specialist-Contracts	06/22/2026
Kelsy Sargent, Assistant City Attorney	06/23/2026
Laura Hemler, Assistant City Attorney	06/23/2026
Rachel Morris, City Attorney	06/23/2026
Allison Scheck, Deputy City Manager	06/24/2026
Don Wick, City Manager	06/29/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. 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 PARCEL1-6 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

WHEREAS, Planning Commission, by Resolution No. CP2014-0003, adopted the 2014 Arvada Comprehensive Plan on September 19, 2014 and City Council ratified the resolution on October 6, 2014; and

WHEREAS, pursuant to § 8-1-2-1(E)(4) of the Land Development Code, City Council has final ratification and approval authority with respect to the Comprehensive Plan and any amendments thereto; and

WHEREAS, pursuant to Chapter 74, Article III, Section 74-64 of the code of the City of Arvada, the Planning Commission has held a public hearing as required by law, notice thereof being duly published in the Wheat Ridge Transcript and Arvada Press on January 15, 2026, and said public hearing being held before the Planning Commission for the City of Arvada on February 4, 2026.

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

Section 1. The 2014 Comprehensive Plan is hereby amended by changing the land use designation for the designated portion of Candelas Parcel 1-6 from City of Arvada Neighborhood/Community Commercial to City of Arvada Suburban Residential.

Section 2. This Resolution shall be effective upon the ratification and approval by the City Council of the Comprehensive Plan amendment described herein.

APPROVED AND ADOPTED this 4th day of February, 2026.

CITY OF ARVADA PLANNING COMMISSION

Brandon Figliolino, Vice Chairman

ATTEST:

Thomas Aljinovich, Secretary

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

RESOLUTION NO. R26-

A RESOLUTION BY THE PLANNING COMMISSION FOR THE CITY OF ARVADA, COLORADO TO AMEND THE 2014 ARVADA COMPREHENSIVE PLAN LAND USE DESIGNATION OF CANDELAS PARCEL1-6 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

WHEREAS, Planning Commission, by Resolution No. CP2014-0003, adopted the 2014 Arvada Comprehensive Plan on September 19, 2014 and City Council ratified the resolution on October 6, 2014; and

WHEREAS, pursuant to § 8-1-2-1(E)(4) of the Land Development Code, City Council has final ratification and approval authority with respect to the Comprehensive Plan and any amendments thereto; and

WHEREAS, pursuant to Chapter 74, Article III, Section 74-64 of the code of the City of Arvada, the Planning Commission has held a public hearing as required by law, notice thereof being duly published in the Wheat Ridge Transcript and Arvada Press on January 15, 2026, and said public hearing being held before the Planning Commission for the City of Arvada on February 4, 2026.

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

Section 1. The 2014 Comprehensive Plan is hereby amended by changing the land use designation for the designated portion of Candelas Parcel 1-6 from City of Arvada Neighborhood/Community Commercial to City of Arvada Suburban Residential.

Section 2. This Resolution shall be effective upon the ratification and approval by the City Council of the Comprehensive Plan amendment described herein.

APPROVED AND ADOPTED this 4th day of February, 2026.

CITY OF ARVADA PLANNING COMMISSION

_____

Tim Knapp, Chairman

ATTEST:

_____
Thomas Aljinovich, Secretary

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

CITY OF ARVADA

REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM 10.A.6.

TO: THE HONORABLE CITY COUNCIL DATE: July 7, 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)

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 properties and in the surrounding area or	Complies	The rezoning is consistent and will encourage the policies and intent of the Comprehensive Plan to allow for

neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.		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 approve Candelas Parcels 1-2, 1-5, and 1-6 Rezoning.

Suggested Motion:

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)	**PAGE:** 4 **ITEM:** 10.A.6.

I 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 (approved on final reading, numbered 4930 and ordered published by title only) (rejected).

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Julia Duncan, Senior Planner	06/08/2026
Josie Suk, Development Systems and Administrative Manager	06/09/2026
Rob Smetana, Planning Manager	06/12/2026
Jessica Garner, Director of Community and Economic Development	06/12/2026
Gail Walker, Legal Specialist-Contracts	06/15/2026
Kelsy Sargent, Assistant City Attorney	06/15/2026
Rachel Morris, City Attorney	06/23/2026
Allison Scheck, Deputy City Manager	06/24/2026
Don Wick, City Manager	06/29/2026

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 7th day of July, 2026.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

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

By: _____

Publication Dates: March 26, 2026
July 9, 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.

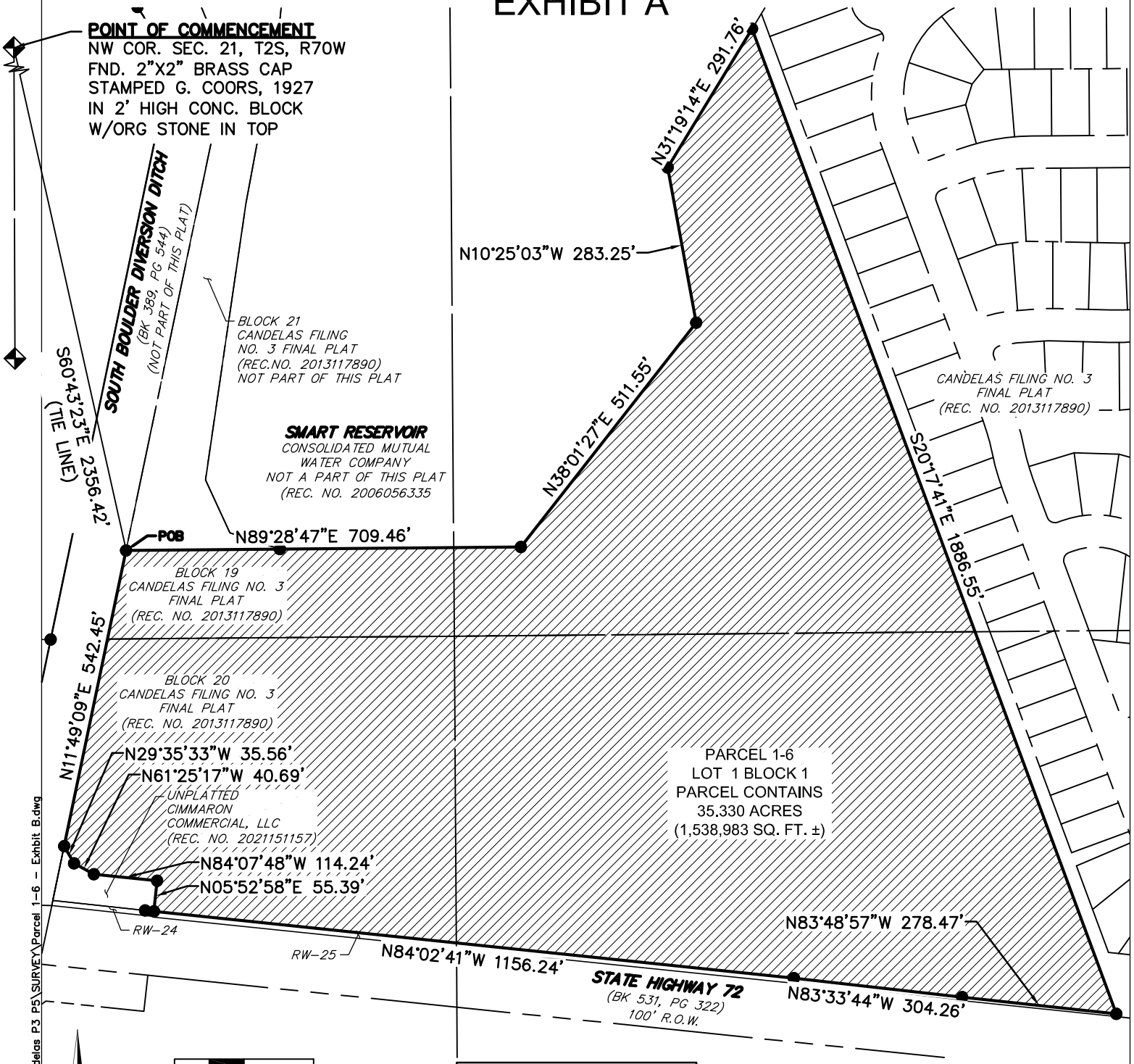
BASIS OF BEARINGS

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: July 7, 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: July 7, 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	06/23/2026
Allison Scheck, Deputy City Manager	06/23/2026
Linda Haley, Deputy City Manager	06/24/2026
Don Wick, City Manager	06/24/2026

Enclosure, exhibits & attachments required to support the report

2026 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
No Meeting – Appointee Evaluations	**July 14**	
W/WW/SW Rates and Fees – Financial Scenario In this workshop, the City team will continue the discussion with City Council about how to address the City's water, wastewater and stormwater infrastructure condition and capacity challenges ahead of rate/fee adoption requests later this summer. The workshop will include responses to questions posed at the May 12 workshop, and the team will present draft rates and fee scenarios for the water, sewer and stormwater funds.	**July 28**	INFRA
Human Services Grants Presentation The Arvada Human Services Grant Program offers financial assistance to non-profit organizations serving low to moderate income Arvada households. During this presentation, members of the Arvada Human Services Advisory Committee and city staff will review the funding award recommendations for the 2026 program year with the city council. The Arvada Human Services Grant Program awards $260,000 annually to non-profits serving low—to moderate-income Arvada residents. The Arvada Human Services Advisory Committee is tasked with reviewing the applications received and determining where funds are awarded based on prioritizing organizations whose services align with City Council strategies. The City of Arvada accepted applications for the Human Services Grant Program in May 2026 and the Committee met and determined recommendations for award in June 2026. During this workshop presentation, the Committee will share the grant recommendations with the City Council and welcomes feedback regarding the grant application process and award recommendations.	**July 28**	CED
Parks Master Plan This workshop will provide City Council with an overview of the Parks Master Plan update process, including a recap of the existing 2016 Parks Master Plan, key findings from the initial gap analysis, and emerging trends impacting parks, recreation, open space, urban forestry, golf, trails, and community amenities. Staff will also present the proposed project timeline, anticipated public engagement approach, and coordination efforts with related City plans and strategic initiatives. Next Steps: Staff will continue refining the project scope, engagement strategy, and consultant support framework in preparation for launching the Parks Master Plan update process in 2026. Future updates and engagement opportunities will be brought forward to City Council and advisory bodies as milestones are reached.	**Aug 11**	VCN
Arvada Comprehensive Plan Project Update The project team has completed the first phase of the Comprehensive Plan process and will present on the existing conditions analysis, community engagement efforts, and a summary of early themes.	**Aug 25**	CED
W/WW/SW Rates and Fees – Final Scenario This workshop will provide follow-up information from the July 28 workshop, and request direction from City Council about which 2027 water, sewer and stormwater rates and fees scenarios to request for adoption in October.	**Aug 25**	INFRA
Budget Workshop This workshop will present the details of the 2027-2028 proposed City Manager's Budget. Presentations will be made by Work system and will include updates by each Department Head. **Next Steps:** The 2027-2028 proposed budget will be presented to City Council for approval on October 20th.	**Sept 8**	FIN
Budget Workshop This workshop will present the details of the 2027-2028 proposed City Manager's Budget. Presentations will be made by Work system and will include updates by each Department Head. **Next Steps:** The 2027-2028 proposed budget will be presented to City Council for approval on October 20th.	**Sept 22**	FIN
Place holder for additional W/WW/SW Rates and Fees (if needed)	**Sept 22**	INFRA

If following the August 25 workshop there is additional information needed in order for the City Council to determine the final rates and fees scenarios, the team will hold this workshop to provide that information and seek direction on the final scenarios for adoption in October.		
	Oct 13	
	Oct 27	
City Council/Planning Commission Workshop- Comprehensive Plan, Phase 2 (Tentative) This workshop will focus on what we heard during Phase 2 engagement, including a review of the draft Vision and Guiding Principles and discussion of how they reflect community values and priorities. The meeting will also introduce the upcoming scenario planning process and explain how the Vision and Guiding Principles will be used to evaluate alternative futures for Arvada.	**Nov 10**	CED
No Meeting – Holiday Week	**Nov 24**	
Infrastructure Annual Report In this workshop, the Infrastructure team will present the status of system plans and key initiatives advanced in 2026 in alignment with the City Council Strategic Plan. Performance results of work system services will be shared.	**Dec 8**	INFRA
Short Term Rentals Per the Council's directive in March, representatives from CED, Code Enforcement and IT will provide a six-month follow-up report to Council regarding the status of unlicensed properties and general complaint trends following the amendments to the Land Development Code regarding STRs.	**Dec 8**	CED
No Meeting – Holiday Week	**Dec 22**	
System Development Charges	**TBD**	INFRA
End of Year City Council Strategic Plan Update	**TBD**	CMO
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		