

**Agenda for the
Regular Meeting of the
Englewood City Council
Monday, June 15, 2015
7:30 pm**

Englewood Civic Center – Council Chambers
1000 Englewood Parkway
Englewood, CO 80110

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Roll Call.
5. Consideration of Minutes of Previous Session.
 - a. Minutes from the Regular City Council Meeting of June 1, 2015.
6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
 - a. Elaine Hults, an Englewood resident, will be present to address City Council and clarify points about her recent reading of the “Emperor’s New Clothes.”
7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

Council Response to Public Comment.

8. Communications, Proclamations, and Appointments.

9. Consent Agenda Items
 - a. Approval of Ordinances on First Reading.
 - i. Council Bill No. 24 - Recommendation from the Parks and Recreation Department to approve a bill for an ordinance authorizing an intergovernmental agreement with Arapahoe County for the acceptance and use of Open Space grant funding in the amount of \$200,100 for the Englewood Parks Gateway Enhancement Phase I. **Staff Source: Dave Lee, Open Space Manager.**
 - ii. Council Bill No. 25 - Recommendation from the Parks and Recreation Department to approve a bill for an ordinance authorizing an intergovernmental agreement with Arapahoe County for the acceptance and use of Open Space grant funding in the amount of \$300,000 for the Englewood RiverRun Trailhead Phase I. **Staff Source: Joe Sack, Recreation Services Manager.**
 - b. Approval of Ordinances on Second Reading.
 - c. Resolutions and Motions.
 - i. Recommendation from the Public Works Department to approve, by motion, a construction contract for the 2015 Concrete Utility program. Staff recommends awarding the bid to NORRA Concrete Construction, in the amount of \$615,565.75. **Staff Source: Larry Nimmo, Field Operations Administrator.**

10. Public Hearing Items. (None Scheduled)

11. Ordinances, Resolutions and Motions.
 - a. Approval of Ordinances on First Reading.
 - b. Approval of Ordinances on Second Reading.
 - c. Resolutions and Motions.
 - i. Recommendation from the Finance and Administrative Services Department and Community Development Department to approve a resolution authorizing a supplemental appropriation transferring \$50,000 to the Commercial Catalyst Grant Program. **Staff Source: Eric A. Keck, City Manager/Acting Finance and Administrative Services Director.**
 - ii. Recommendation from the Utilities Department to approve, by motion, a professional services agreement to perform Alternative Analysis, Preliminary Design and Special Services for alleviating water hardness at the Allen Water Treatment Plant. Staff recommends awarding the contract to McLaughlin Whitewater Design Group in the amount of \$78,435.00. **Staff Source: Tom Brennan, Utilities Manager.**

12. General Discussion.

a. Mayor's Choice.

- i. Announcement of a Special Meeting on June 29, 2015 - Union Negotiations
NonEmergency Union

Council will open the public meeting in the Community Room. After announcing the topic or topics to be discussed under the specific paragraph(s) of C.R.S. 24-6-402-4, a vote of Council will be taken to go into Executive Session. If 2/3 of the quorum present votes affirmatively, attendance shall be limited to the members of City Council and Council may invite other persons as may be required for advice and information. City Council and invited persons will move to the City Council Conference Room. No formal vote will be taken on any matter under discussion.

b. Council Members' Choice.

- i. Emergency Ordinance No. 26, creating a moratorium on the establishment of new marijuana consumption establishments.

13. City Manager's Report.

14. City Attorney's Report.

15. Adjournment.

COUNCIL COMMUNICATION

| | | |
|---|--|---|
| Date: June 15, 2015 | Agenda Item: 9 a i | Subject: IGA for 2015 Grant Englewood Parks Gateway Enhancements Phase I |
| Initiated By: Parks & Recreation Department | Staff Source: Dave Lee, Open Space Manager | |

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City of Englewood's Mission is to promote and ensure a high quality of life, economic vitality and a uniquely desirable community identity.

City Council previously approved a resolution supporting the City's grant application to Arapahoe County Open Space for Englewood Parks Gateway Enhancements Phase I on January 20, 2015.

RECOMMENDED ACTION

Staff recommends that Council approve a bill for an Ordinance authorizing an Intergovernmental Agreement with Arapahoe County for the acceptance and use of Open Space grant funding in the amount of \$200,100 for the Englewood Parks Gateway Enhancements Phase I.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Parks Gateway Enhancements (Phase I) demonstrate a much overdue need to replace 17 signs that are currently comprised of 50 year old hand made park identification signs with a more modern, updated design for park identification signage with additional landscaping surrounding the park signs. The Community believes these park ID signs are the gateway into each of our neighborhood parks and are critical to identifying each of Englewood's parks. Replacement of the park ID signs will improve the image of the City of Englewood. The goal is to replace all current park ID signs in 2 phases and update the image of our city, which is a major goal for City Council. Signage design was brought through a planning and selection process approved by the Englewood Parks & Recreation Commission and City Council.

The timing of the design and installation phase for the signs will coincide with implementation of the City's new logo that will result from the branding process currently under way.

Phase II for this project will consist of replacing 8 park identification signs in smaller parks and greenbelts and providing for landscaping around the identification signs in 2016. The City of Englewood anticipates submitting a grant request for this phase as well.

FINANCIAL IMPACT

Matching grant funds for the project have been budgeted in the 2015 Open Space Fund.

Grant funding \$200,100

Matching funds \$83,300

Total project funds \$283,400

There are no Federal funds being used for this project.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 24
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT ACCEPTING A 2015 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS PROJECT NAME: ENGLEWOOD PARKS GATEWAY ENHANCEMENTS – PHASE I, BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO.

WHEREAS, the Parks Gateway Enhancements Project highlights a much overdue need to replace seventeen signs that are currently comprised of 50 year old hand made identification signs with a more modern, updated design for park identification signage with additional landscaping surrounding the park signs; and

WHEREAS, Parks and Recreation staff believe these park ID signs are the gateway into each of our neighborhood parks and are critical to identifying each of Englewood’s parks and will improve the image of the City of Englewood; and

WHEREAS, the Parks and Recreation Commission recommended the design at their January 10, 2013 meeting; and

WHEREAS, the City Council of the City of Englewood supported the City’s Arapahoe County Open Space (ACOS) Grant application for Park Gateway Enhancements Phase I by passage of Resolution No. 5, Series 2015; and

WHEREAS, the City of Englewood was awarded the 2015 Grant of Arapahoe County Open Space Program Finds Project Name: Englewood Parks Gateway Enhancements – Phase I in an amount not to exceed \$200,100; and

WHEREAS, the passage of this Ordinance authorizes the City of Englewood to accept the Arapahoe County Open Space Grant for Park Gateway Enhancements Phase I; and

WHEREAS, there are no federal funds being used for this grant for Englewood Parks Gateway Enhancements – Phase I.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of the Arapahoe County Open Space 2015 Grant for Englewood Parks Gateway Enhancements – Phase I, attached hereto as Exhibit 1.

Section 2. The Mayor is authorized to execute and the City Clerk to attest and seal the Intergovernmental Agreement accepting a 2015 Grant of Arapahoe County Open Space Program Funds Project Name: Englewood Parks Gateway Enhancements – Phase I, on behalf of the City of Englewood, Colorado.

Section 3. No federal funds are being used for this grant for Englewood Parks Gateway Enhancements – Phase I.

Introduced, read in full, and passed on first reading on the 15th day of June, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 18th day of June, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 17th day of June, 2015 for thirty (30) days.

Linda Olson, Mayor Pro Tem

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 15th day of June, 2015.

Loucrishia A. Ellis

**INTERGOVERNMENTAL AGREEMENT REGARDING
2015 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS
PROJECT NAME: ENGLEWOOD PARKS GATEWAY ENHANCEMENTS – PHASE I**

This Intergovernmental Agreement (“Agreement”), is made and entered into by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO**, (the “County”) and **THE CITY OF ENGLEWOOD**, a municipality and political subdivision of the State of Colorado (the “Grantee”) (collectively, “Parties” and individually a “Party”).

WHEREAS, on November 4, 2003, and on November 1, 2011, the voters of Arapahoe County approved a county-wide sales and use tax to be deposited in the Arapahoe County Open Space Fund and used for specified open space purposes as set forth in County Resolution No. 030381, as amended by Resolution No. 110637 (Open Space Resolution); and

WHEREAS, the Open Space Resolution authorizes the County to award discretionary grants from its Open Space Fund to municipalities and special districts, as more fully set forth therein; and

WHEREAS, on May 12, 2015 the County approved the Grantee’s Grant Proposal for the Englewood Parks Gateway Enhancements Phase I Project ("Grant Project"), which is attached hereto and incorporated by reference herein as Exhibit A, subject to the execution of an intergovernmental agreement and subject to the terms and conditions contained herein; and

WHEREAS, this intergovernmental agreement is authorized by Article XIV, Section 18 of the Colorado Constitution and COLO. REV. STAT. § 29-1-203.

NOW, THEREFORE, the County and the Grantee agree as follows:

1. Amount of Grant. The County hereby awards Grantee an amount not to exceed **\$200,100** ("Grant Funds") for the Grant Project from the Arapahoe County Open Space Fund.
2. Use of Grant Funds. The Grantee agrees that it shall only use the Grant Funds for the Grant Project, as described in Exhibit A.
3. Disbursement of Grant Funds. Subsequent to execution of this Agreement, the Grant Funds shall be paid via ACH transfer on a reimbursement basis upon receipt of the approved status reports and documentation of expenditures as outlined in Paragraph 10 below and no more often than quarterly. No more than 75% of the grant funds will be reimbursed prior to the Final Report approval. The final 25% of grant funds will be reimbursed following the project inspection and review and approval of the Final Report and project deliverables
3. Time for Use of Grant Funds. The Grantee agrees that the Grant Project must begin within 45 days of the award notification. The Grantee agrees that the Grant Project will be completed and the Grant Funds will be expended by no later than

two years from the date of this fully executed Agreement, unless a longer period of time is otherwise agreed to by the County in writing. The Grantee understands and agrees that if the Grant Project cannot be completed by the end of the agreed upon time period the County may require that the Grant Funds be refunded to the County Open Space Grant Fund, be re-distributed to another agency and/or be used for another viable and timely grant project.

4. Interest on Grant Funds. The Grantee further agrees that, after receipt of the Grant Funds, the Grantee will use any interest earned on the Grant Funds only for the Grant Project as set forth in Exhibit A.
5. Administration of Grant Project. The Grantee shall be responsible for the direct supervision and administration of the Grant Project. The County shall not be liable or responsible for any cost overruns on the Grant Project, nor shall the County have any duty or obligation to provide any additional funding for the Grant Project if the Grant Project cannot be completed with the awarded Grant Funds. Grantee also agrees to comply with all local, state and federal requirements while completing the Project unless specifically waived.
7. Grant Project Site Visits. Upon 24 hours written notice to the Grantee, the Grantee agrees to allow the County to make site visits before, during, at the completion of and/or after the Grant Project.
8. Acknowledgement of County by Grantee. The Grantee agrees to acknowledge the County as a contributor to the Grant Project in all publications, news releases and other publicity issued by the Grantee related to the Grant Project and agrees to allow the County to do the same. If any events are planned in regards to the Grant Project, the County shall be acknowledged as a contributor in the invitation to such events. Grantee shall cooperate with the County in preparing public information pieces, providing photos of the Grant Project from time to time, and providing access to the Grant Project for publicity purposes. Event information, event materials and press release information related to the Grant Project must be sent to the County Grant Administrator for review and filing.
9. Required Sign at Project Site. The County agrees to purchase a standard sign for each grant project. Grantee agrees to pay the sign cost to the County for each grant project. Grantee agrees to erect and permanently maintain at least one sign in a publicly visible area in recognition of the Grant from the Arapahoe County Open Space Program. If the Grantee wishes to use their own sign and design, the Grantee must submit the sign location, design, and wording to the County Grant Administrator for approval prior to manufacture and/or installation of such sign. Such sign shall be erected prior to the completion of the Grant Project or its public opening, whichever is earlier.
10. Report Requirements. On or before **January 31st and July 31st annually**, the Grantee agrees to provide the County with Grant Project Progress Reports that conform to the format provided by the County. Each Grant Project Progress Report shall include supporting financial documentation as requested in the form

provided. Upon completion of the Grant Project, the Grantee also agrees to submit to the County a Final Report that conforms to the format provided by the County; a final spreadsheet comparing the original budget to actual expenses that certifies Grant Funds used in compliance with the Open Space Resolution; and GIS data with location and boundaries of the Grant Project. The Final Report shall also include supporting financial documentation as requested in the County report form and high resolution photographs of the progress and finished results of the Grant Project. The Grantee further agrees to provide the County with digital copies of said photographs, delivered as separate high resolution jpeg images. The Final Report shall be submitted within three (3) months of Grant Project completion unless a longer period of time has been agreed to by the County in writing. The County shall be allowed to use information and images from these reports in publications, public information updates, and on the County's web site.

11. Failure to Submit Required Reports. Upon written notice from the County's Open Space Grants Administrator, informing the Grantee that it has failed to submit any required status report and/or final report, the Grantee shall submit such reports to the County through the County's Open Space Grants Administrator within thirty (30) days, and, if it fails to do so, the Grantee shall be deemed to be in violation this Agreement *pursuant to Paragraph 15, below.*
12. Record Keeping Requirements. The Grantee shall maintain a complete set of books and records documenting its use of the Grant Funds and its supervision and administration of the Grant Project. The County or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Grantee which are pertinent to the Grant Project for the purpose of making an audit, examination, or excerpts. The Grantee shall keep all books, documents, papers, and records, which are pertinent to the Grant Project, for a minimum of three years.
13. Changes to Grant Project. The Grantee agrees and understands that its Grant Project, once it has been approved by the County, may not be changed without the County's prior approval. Proposed changes must be formally requested using the applicable Grant Project Form provided by the County. Changes may not begin until the County has issued an approval, which may also require the execution of an amendment to this Agreement.
14. Maintenance. Grantee agrees to assume responsibility for continuous long-term maintenance and public safety of open space lands, trails, recreation facilities, amenities, signage or other projects funded by the Grant Funds.
15. Failure to Comply and Reimbursement of Grant Funds. The Grantee understands and agrees that the County may require the Grantee to reimburse the County if any portion of the Grant Funds are not used in accordance with its approved Grant Proposal and this Agreement. Failure to comply with the terms of this Agreement shall result in default and the Grantee shall be ineligible for any future Grant

Funds until the violation is remedied or after such other time period as determined by the County.

16. Remedies. The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.
17. No Waiver of Rights. A waiver by either Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
18. Relationship of the Parties. The Grantee shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the County.
19. No Third Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the Grantee.
20. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the Parties hereunder.
21. Written Amendment Required. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the Grantee.
22. Venue. Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.
23. Notices. Notices, as referred to in this Agreement, shall be sent to:

COUNTY: Board of County Commissioners of Arapahoe County
5334 South Prince Street
Littleton, Colorado 80120-1136

and

Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

and

Arapahoe County Open Space Grants Program Administrator
6934 S Lima St, Unit A
Centennial, Colorado 80112

and

GRANTEE:

City of Englewood
1155 W. Oxford Avenue
Englewood, CO 80110

24. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.
25. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.
26. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.
27. Section Headings. The headings for any section of this Agreement are 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.
28. Assignment. The rights, or any parts thereof, granted to the Parties herein may be assigned only with the prior written consent of the non-assigning party.
29. Extent of Agreement. This Agreement constitutes the entire agreement of the Parties hereto. The Parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.
30. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

IN WITNESS WHEREOF, the County and the Grantee have executed this Agreement as of the date set forth below.

DATED this _____ day of _____, 2015.

ATTEST:

GRANTEE:

By: _____
Name Randy P. Penn
Title Mayor

By: _____
Name Loucrishia A. Ellis
Title City Clerk

ATTEST:

COUNTY OF ARAPAHOE
STATE OF COLORADO

By: _____
Name
Title

By: _____
Shannon Carter, Director, Intergovernmental
Relations and Open Spaces
Pursuant to Resolution No. 150211

Exhibit A



ARAPAHOE COUNTY
COLORADO'S FIRST

2015 Standard Grant

Grant Proposal

Arapahoe County Open Space

City of Englewood

Parks and Recreation Department

Englewood Parks Gateway Enhancements (Phase I)

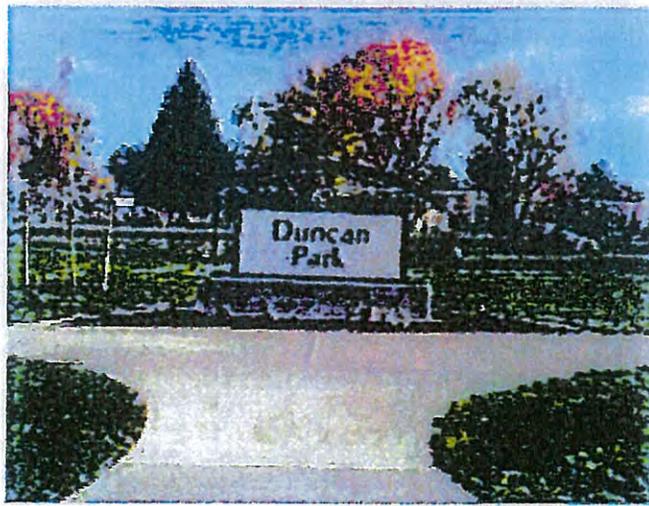


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| • Parks and Recreation Commission Minutes- May 2002 | Page 86 |
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| • Tacito Design- Total Design Fee Contract Amount | Page 94 |
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Grant Category (check one):

Standard

Small

2015 Arapahoe County Open Space Grant Application

Part A- Application Summary Form

This application will be scored on a 100-point scale by the evaluation committee and must Score a minimum of 75 points.

| Applicant Information | |
|---|---------------------------|
| Name: City of Englewood | |
| Address: 1155 West Oxford Avenue, Englewood, CO 80110 | |
| Primary Contact: Dave Lee | Title: Open Space Manager |
| Telephone: 303-762-2687 | |
| Email: _____ | |

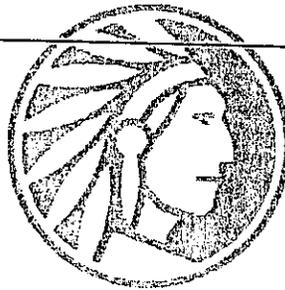
| Primary Partner Information | |
|--|--------|
| <i>(Additional partners should be discussed in Part F: Project Details, Question 13 of the application.)</i> | |
| Name: No Additional Partners | |
| Address: | |
| Contact: | Title: |
| Telephone: | |
| Email: | |
| Partner Responsibilities: | |

| Project Information | |
|--|----------------------------------|
| Grant Category: Standard Grant | |
| Project Type: Site Improvement Project | |
| Project Title: Englewood Parks Gateway Enhancements (Phase I) | |
| Address: Belleview Park 5001 S. Inca St. Baker Park 2200 W. Wesley Ave. Emerson Park 2929 S. Emerson St. Bates-Logan Park 2938 S. Logan St. Romans Park 1700 E. Floyd Ave. Cushing Park 700 W. Dartmouth Ave. Miller Field 3600 S. Elati St. Jason Park 4299 S. Jason St. Rotolo Park 4400 S. Huron St. Centennial Park 4630 S. Decatur St. Englewood, CO 80110 | |
| City or Unincorporated Arapahoe County: Englewood | |
| GPS Coordinates: Belleview Park - 39°37'27.36"N 104°59'57.93"W, Baker Park - 39°40'23.83"N 105°00'49.18"W, Emerson Park - 39°39'48.61"N 104°58'37.17"W, Bates-Logan Park - 39°39'50.35"N 104°58'52.46"W, Romans Park - 39°39'23.89"N 104°58'03.70"W, Cushing Park - 39°39'36.90"N 104°59'46.95"W, Miller Field - 39°39'06.46"N 104°59'36.28"W, Jason Park - 39°38'23.83"N 104°59'59.30"W, Rotolo Park - 39°38'09.59"N 104°59'50.52"W, Centennial Park - 39°37'53.60"N 105°01'22.26"W | |
| Grant Request: \$200,100 | |
| Cash Match Total: \$83,300 | Percentage of Total Project: 29% |
| Total Project Amount: \$283,400 | |

Brief Project Summary (400 words or less): project description, components, need, goal, beneficiary, planning, community input, results

The Parks Gateway Enhancements (Phase I) demonstrate a much overdue need to replace 17 signs that are currently comprised of 50 year old hand made park identification signs with a more modern, updated design for park identification signage with additional landscaping surrounding the park signs. The community believes these park ID signs are the gateway into each of our neighborhood parks and are critical to identifying each of Englewood's parks. Replacement of the park ID signs will improve the image of the City of Englewood. The goal is to replace all current park ID signs in 2 phases and update the image of our City, which is a major goal for City Council. Signage design was brought through a planning and selection process approved by the Englewood Parks & Recreation Commission and City Council.

Phase II for this project will consist of replacing 8 park identification signs in smaller parks and greenbelts and providing for landscaping around the identification signs in 2016. The City of Englewood anticipates submitting a grant request for this phase as well.



Part B – Minimum Qualification and Eligibility Form

Certify the below minimum qualifications and eligibility criteria:

Applicant Name: City of Englewood

Application Category and Type: Standard Grant – Site Improvement Project

Project Name: Englewood Parks Gateway Enhancements

Briefly answer the following qualification questions:

1. Is applicant in good standing with Arapahoe County Open Space? Discuss past performance (past five years); discuss all on-going Arapahoe County Open Space Grants, and the number and types of grants for which your agency is applying in this cycle.

The City of Englewood is in good standing with Arapahoe County Open Space. Over the past 5 years, Englewood has received 6 grants. All grants have been completed within the allotted time frame. The one exception is the River Run grant, which expanded in project scope due to a major project sponsored by Urban Drainage and Flood Control and South Platte Working Group. The project encompasses an area from Union Avenue and the South Platte River to Oxford Avenue and the South Platte River.

Englewood currently has 2 on-going grants (Hosanna Synthetic Turf Field and Duncan Park Redevelopment). Both grants are in the final stages of completion with final reports pending.

Englewood will apply for 2 standard grants this cycle. The grants are for River Run Trailhead (Construction Project) Improvements and Park Gateway Enhancements (Site Improvement).

2. Discuss project alignment with the Arapahoe County Open Space Master Plan; local adopted Master Plan; or other approved planning documents.

The Open Space Master Plan provides a 100-year vision, 25-year master plan and 5-year action plan for implementing the purpose and goals of the program. The vision states that the County will be forward thinking, understand and embrace the open space, park and trail needs of current residents, and define a harmonious relationship between people and nature in the County for future generations. The vision for the Program is summarized as: Healthy Lands, Healthy Communities, and Healthy People.

The Park Gateway Enhancements project compliments the mission of the Arapahoe County Open Space Plan.

- Acquire, conserve and protect open space – The Park Gateway Enhancements project will continue to identify and protect Englewood Parks and open spaces.

- Build county open space parks and trails – With updated and proper Park Gateway Enhancements Englewood Parks will attract new users and help maintain a healthy community.
- Cooperative partnership work – This project allows the continued partnership between the City of Englewood, Arapahoe County Open Space and area groups such as Englewood Unleashed and Pirate Youth Sports to strengthen the Englewood Park system.
- Leverage funding for open space, parks and trails – The Park Gateway Enhancements project will leverage funding sources from ACOS Grant Funds and Shareback Funds.

3. Describe how this project addresses specific objectives in the County Open Space Resolution #030381/#110637. Document is posted on the Open Space Grant Program page of the County Website.

The Park Gateway Enhancements project specifically addresses the following objectives of the County Open Space Resolution #030381/#110637.

- Preserve urban and rural open space and natural areas – Proper identification and wayfinding improves the usage of parks and open spaces. This project will preserve the Englewood Park system with designated park signage and encourage increased use through the attractive design to all residents of Arapahoe County.
- Provide, maintain and improve neighborhood parks, open space, sports fields, picnic facilities and biking, walking and multi-use trails – The Park Gateway Enhancements project will improve the overall image of the park system. Gateway signage is rather like a first impression. By replacing outdated signage with new designs will not only unify the identity of the entire park system but signify the quality of our parks.

ARAPAHOE COUNTY

Acknowledge the minimum qualification components listed below. All components are required to meet minimum qualifications:

- ✓ All items on the enclosed application checklist are included in the application
- ✓ All questions are answered in Part F and all supporting documents are attached in Part G
- ✓ All budget forms are attached, completed and signed by the agency's highest authority
- ✓ Application format and document order follow instructions
- ✓ Above eligibility and qualification questions are answered and meet Arapahoe County Open Space eligibility requirements
- ✓ All required forms are signed by agency's highest authority
- ✓ Minimum cash match requirement met (29% of total project)

Applicant certifies that all of the above items are included in the application and that all information submitted is true to the best of their knowledge.

Authorized Signature _____
 (must be signed by highest authority in agency)

Date: 1-5-15

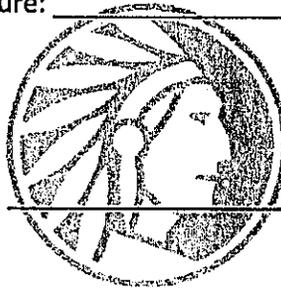
Project Title: Englewood Parks Gateway Enhancements (Phase I)
Part B – Minimum Qualification and Eligibility Form (cont'd)

For Arapahoe County Use Only:

Initial Review Date (pre-qualification): _____

- Minimum Qualifications Met (yes/no)?
- Past Performance and Status: eligible for funding, probationary status necessary (e.g. special award terms or funding conditions), or ineligible:
- Application Contents, Formatting and Overall Presentation:

Grant Program Administrator Signature: _____



Final Review Date (after evaluation): _____

- Minimum Score Met After Evaluation:
- Final Ranking and Recommendation After Evaluation:
- Comments:

Grant Program Administrator Signature: _____

Part C – Application Checklist

Use the application checklist to verify that all of the required documents are included in this application in the order listed below. All sections are required to meet minimum qualifications.

- ✓ Part A – Application Summary Form
- ✓ Part B – Minimum Qualifications and Eligibility Form (must be signed)
- ✓ Part C – Application Checklist (must be signed)
- ✓ Part D – Project Timeline
- ✓ Part E – Project Budget Narrative and Forms (all forms must be completely filled out and signed)
- ✓ Part F – Project Details (narrative response to project questions)
- ✓ Part G – Attachments (identify each attachment with the table of contents cover page and list attachments in the following order)
 1. Evidence of support from highest authority (official letter or resolution) – including commitment to complete the project; statement that matching funds are secured; and certification that the project will be open to the public or serve a public purpose upon completion
 2. Evidence of commitment to long-term maintenance (official letter or resolution)
 3. Evidence of property ownership/legal access (legal documentation)
 4. Evidence of community support (letters of support – maximum of 5)
 5. Documentation of opposition in cities/towns (if applicable)
 6. Evidence of commitment from funding partners (cash match/in-kind match support letters)
 7. Photos (pre-submittal)
 8. Site maps (project location maps)
 9. GIS shapefile, if applicable (include on compact disc)
 10. Other (clearly title: acquisition documentation, if applicable, or other supporting documents)

Applicant certifies that all of the above items are included in the application, in the order listed above, and that all information submitted is true to the best of their knowledge.

Authorized Signature: _____
(must be signed by highest authority in agency)

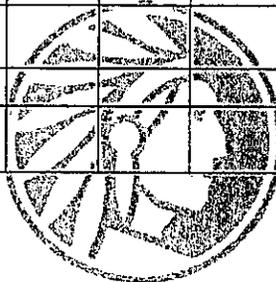
Date: 1-5-15

Print Name and Title: Scott Blaser
Director of Arts & Recreation

Part D – Project Timeline (5 points)

Use the below project timeline sample as a guide to complete your proposed project timeline.
Project timeline must be realistic to receive full points.

| Task | Jun 2015 | Jul 2015 | Sep 2015 | Oct 2015 | Nov 2015 | Mar 2016 | Apr 2016 | May 2016 | Jun 2016 | Jul 2016 | Aug 2016 | Sep 2016 |
|----------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Grant Notification | | | | | | | | | | | | |
| IGA Signed | | | | | | | | | | | | |
| Solicitation of Vendors | | | | | | | | | | | | |
| Project Bid Award(s) | | | | | | | | | | | | |
| Upper Sign Manufacture | | | | | | | | | | | | |
| Ground/Site Prep | | | | | | | | | | | | |
| Concrete Base Installation | | | | | | | | | | | | |
| Upper Sign Installation | | | | | | | | | | | | |
| Landscaping | | | | | | | | | | | | |
| Final Report | | | | | | | | | | | | |



Part E – Project Budget Narrative and Forms (10 points)

Budget Narrative: Provide a clear and concise budget narrative for this project (250 words or less).

The Englewood Parks Gateway Enhancements (Phase I) project will construct 17 park identification signs (8 large, 9 small signs) and include landscaping around each sign. Large sign fabrication is estimated to cost \$8,850 each sign, concrete base installation is estimated to cost \$7,000 per sign and sign installation in the field is estimated to cost \$1,218 per sign. Small sign fabrication is estimated to cost \$5,930 per sign, concrete base installation is estimated at \$6,390 per sign and sign installation in the field is estimated at \$1,218 per sign. Landscaping surrounding the signs is estimated to cost \$490 per sign.

Budget Forms:

All project budget forms must be completely filled out following the rules and regulations set forth in the application guidelines and instructions. Each budget form must be signed by the highest authority in your agency and included in this section of the application. The following project budget forms are attached and required to be complete and included in the application to meet minimum qualifications:

- **Summary Budget Form:** The summary budget form must be fully completed and successfully match up with the budget narrative, the grant budget form, the match budget form and the selection criteria questions.
- **Grant Budget Form:** The grant budget form must be completed with sufficient detail to be accepted. Please reference the sample budget for the expected level of detail. Budget items are to be broken down into categories, and then broken down into the detailed use of funds within each category by line item and cost.
- **Match Budget Form:** The match budget form must be completed with sufficient detail to be accepted. Please reference the sample budget for the expected level of detail. Budget items are to be broken down into categories, and then broken down into the detailed use of funds within each category by line item and cost. The match budget form includes cash match and in-kind match. Only cash match counts toward the percentage of match required. The cash match requirement is 25% of the total project amount for Standard Grants and 10% of the total project cost for Small Grants. In-kind match is significant and shows partnership and community support for the project. Administrative costs to prepare the grant application are not an eligible expense.

Part E – Summary Budget Form

| Sources of Funds | Date Secured | County Grant Request | Cash Match | In-Kind Match | Total Project Funds |
|----------------------------|--------------|----------------------|-----------------|---------------|---------------------|
| Arapahoe County Open Space | 15-Jun | \$200,100 | | | \$200,100 |
| Applicant match | 15-Jan | | \$66,700 | | \$66,700 |
| Parks General Fund | 2-Jul | | \$15,500 | | \$15,500 |
| ACOS Shareback | 14-Dec | | \$1,100 | | \$1,100 |
| | | | | | |
| Total Project Cost | | \$200,100 | \$83,300 | \$0 | \$283,400 |

Applicant: City of Englewood

Project Title: Englewood Parks Gateway E

Year: 2015

Signature:

me and Title: Dave Lee, Open Space Manager

Date: 1/5/15

| | |
|-------------------------------|--------------|
| Total Project Request | \$200,100.00 |
| In-Kind Match | \$0.00 |
| Total Project Request Matched | \$200,100.00 |
| Cash Match Percentage/Amount | 41.6% |
| Required Cash Match Amount | \$78,300.00 |
| Project Cash Match | \$83,300.00 |

Part E – Grant Budget Form/Use of Funds

| Category | Detailed Use of Funds per Category | Grant Request | Amount |
|----------------------|------------------------------------|---------------|-----------|
| Large Sign (8 signs) | Sign fabrication | 70,800 | \$70,800 |
| | Concrete sign base | 56,000 | \$0 |
| | Sign installation | 9,700 | \$0 |
| | Landscape | 3,000 | \$3,000 |
| Small Sign (9 signs) | Sign fabrication | 53,400 | \$53,400 |
| | Concrete sign base | 57,500 | \$57,500 |
| | Sign installation | 11,000 | \$11,000 |
| | Landscape | 4,400 | \$4,400 |
| | | | \$200,100 |

Applicant: City of Englewood

Signature: _____

Date: 11/5/15

Project Title: Englewood Parks Gateway Enhancem

Name and Title: Dave Lee, Open Space Manage

Part F – Project Details (75 points)

Applicants must respond to all of the following questions to meet minimum qualifications. This section is worth 75 points. Applicants must limit this section to 10 pages and answer all questions to meet minimum qualifications. If attachments/supporting documentation apply to a question answer please fully answer the question and reference the document in Part G. Please do not answer a question as “N/A”. If a question is not applicable, please explain why it is not applicable to be considered for the full amount of points.

Select the Grant Category:

- Standard Grant:** \$50,100 - \$300,000 funding opportunity, 25% of total project amount minimum cash match requirement
- Small Grant:** \$100 - \$50,000 funding opportunity, 10% of total project amount minimum cash match requirement

Select the Project Type:

Project Type/Project Details: The project categories for the standard and small grant applications are below:

- Trail Project:** Projects that are mostly trail construction or renovation/restoration, trail-related bridges, trail-related road crossings, or trail head parking and shelters.
- Site Improvement Projects:** Projects for site improvement, restoration and repair/replacement including: natural re-vegetation/restoration, park improvements, restoration, repair/replacement (may include playgrounds, shelters, sport fields, landscaping). This category may include interior trail segments or connections, but the majority of the project should be site improvements other than trail.
- Construction Project:** Construction projects may include new park amenities such as playgrounds, shelters, sport fields, restrooms, and interior trails or connections.
- Acquisition Project (standard grant only):** Eligible projects involve fee simple acquisition of land for public open space, park or trails; acquisition of buffer land; acquisition of a conservation easement and/or acquisition of water rights.
- Environmental Project/Cultural Education or Interpretation Project:** Projects focused on environmental or cultural education/interpretation installations may include associated sign bases, panels, landscaping, benches and shelters.
- Other Project:** Other allowable project categories include: stream-related projects, wildlife habitat, and water quality. These projects should not fit into any of the other project categories. Please contact the County Grant Administrator for questions related to allowable projects.

Selection Criteria Questions (75 points):

1. Describe the project goal, extent of scope and expected results. Be specific; discuss what the project will provide, quantities, size, project elements, useful life of project components, and deliverables. Discuss the current condition of the project site and what improvements or changes are being proposed and why. Provide detailed maps

and photos in Part G. Describe how the project will be designed, constructed and managed and how you will choose vendors, materials, systems, etc. Describe how this project improves access and connectivity to any existing trail network, natural resources, and/or community resources. If this is an educational project, discuss the long term educational outcomes expected as a result of this project and how the project connects people to each other, the natural environment and/or community resources. Complete the budget form in Part E consistent with this narrative (15 points)

Gateway enhancements include replacement of 50 year old hand-made park identification signs with updated, modern design park identification signage with additional landscaping surrounding the park signs. The community believes these park ID signs are the gateway into each of our neighborhood parks and are critical to identifying each of Englewood's parks. Replacement of the park ID signs will improve the image of the City of Englewood. The goal is to replace all current park ID signs in 2 phases and update the image of our City, which is a major goal for City Council. Phase I will include the following parks: Belleview, Baker, Emerson, Bates-Logan, Romans, Cushing, Miller, Jason, Rotolo and Centennial Parks.

The Phase I scope for the project is to replace 17 park ID signs in 10 different parks. This project also includes landscape enhancements surrounding each identification sign. There are 2 sign design sizes (one large, one small). The large gateway signs (8) will be constructed in community parks and the small signs (9) will be constructed in neighborhood parks and at secondary entries to community parks. The large sign dimensions are approximately 9 feet wide by 6 ½ feet tall. The small signs are approximately 6 feet wide by 4 ½ feet tall. Each sign is non-illuminated, aluminum construction on a cast concrete base with a 6 inch mow strip around the base. The paint for the aluminum is acrylic polyurethane graffiti resistant in "Federal Green", "warm white" and "brushed aluminum" colors. Life expectancy for the project is estimated to be 20 years.

The Gateway Enhancement project will be advertised for competitive sealed bid. Bid specifications will be developed and advertised on Rocky Mountain Bid Net. A vendor will be selected based on the price of their bid and experience constructing such a project.

The Gateway Enhancement project will update and improve the overall image of Englewood Parks & Recreation and the City of Englewood. The project will also improve access and connectivity by more clearly and prominently identifying Englewood Parks to automotive, bicycle and pedestrian traffic.

2. Describe the community/neighborhood and user groups the project will serve. Discuss the type of users (children, adults, seniors, families, sports leagues, youth groups, etc.) the project will serve and estimate the number of user groups annually that will benefit

from the project. How did you arrive at this estimate? Describe the service area for this project (how far will users travel to use the project site). (5 points)

The Englewood Parks Gateway Enhancements will serve the Englewood community, the surrounding neighborhoods and all park users from outside of Englewood. Englewood parks are visited by many families, adults, seniors, youth and adult sports leagues. The gateway enhancements will provide Englewood with a new branding image for our parks and clearer, more obvious identification for our parks. A recent citizen survey from the 2014 Community Livability Report Englewood, CO stated that 88% of Englewood's 31,676 citizens use our parks. Englewood parks are locally renowned and receive many visitors from around the metro area.

3. Describe any scenic, historic or cultural values associated with this project. Will they be preserved or restored? Describe specific natural resources at the site, including habitat and/or water. List predominant wildlife species and vegetation on site. Discuss impacts to these resources as a result of this project. If this is a conservation easement acquisition project, describe the conservation values and public benefits/value of the land, easement or water resource. (5 points)

There are no scenic, historic or cultural values associated with the Englewood Parks Gateway Enhancements. The ten park locations are comprised of typical suburban park natural resources, habitat and water. The parks are all irrigated and contain the typical bluegrass turf and native/non-native tree species (cottonwood, oak, ash, linden, spruce, Austrian and ponderosa pine species) found along the Front Range. Bellevue, Cushing and Centennial Parks respectively contain a small stream, a pond and a lake. The habitat value of these parks would be categorized as low. Typical bird species include sparrows, robins, finch, geese, etc. Animal species include fox, coyote, skunk, rabbit, etc. Impacts to the natural resources are considered to be extremely low.

4. Discuss the ownership and legal access to the proposed project site, including right of access without trespassing on adjacent property. Detail any third-party rights, easements or other encumbrances that exist. Provide supporting documentation proving ownership, legal access or permission from landowner and a site map in Part G. (3 points)

The listed parcels of property: Bellevue Park-5001 S. Inca St. Baker Park-2200 W. Wesley Ave. Emerson Park-2929 S. Emerson St. Bates-Logan Park-2938 S. Logan St. Romans Park-1700 E. Floyd Ave. Cushing Park-700 W. Dartmouth Ave. Miller Field-3600 S. Elati St. Jason Park-4299 S. Jason St. Rotolo Park-4400 S. Huron St. Centennial Park-4630 S. Decatur St. are located in Englewood, Colorado. The City of Englewood is the sole owner of these parcels. Vehicle access to the locations will be provided by current public streets. No third party rights, easements or other encumbrances will affect this project. The City of Englewood owns all park property and is managed by the Parks and

Recreation Department. Arapahoe County parcel search ownership verification is located Part G.

5. Describe long-term maintenance of the project site. Estimate the annual costs to maintain the site, how those numbers were calculated, how you intend to fund maintenance and who is responsible for maintenance. Explain how maintaining this project site changes your agency maintenance budget. (Provide projected budget changes, detailed cost estimates, how you plan to accommodate these changes, and explain how you arrived at those numbers.) Provide a commitment letter from the management/maintenance agency addressing long-term maintenance and include budgeting for funding maintenance in Part G. (7 points)

The City of Englewood owns all park property and the Parks and Recreation Department will be responsible for the long-term maintenance of every park, all landscape enhancements and signage for the project. The City of Englewood annually allocates funding in the Parks and Recreation Department budget for personnel, commodities and capital for regular repair and maintenance for all park infrastructures, amenities and facilities. The 2015 Parks Division Maintenance Budget is \$2,137,252. The Parks Department currently maintains approximately 250 acres of parkland, open space and green space and the parks gateway enhancements are not estimated to increase the overall maintenance budget for many years due to the low maintenance cost materials used in the project (concrete and powder coated aluminum). Landscape designs were added with the goal of keeping maintenance costs low. The maintenance of the landscaping will also be absorbed into the existing parks budget for 2015 as these areas do not result in a significant increase in area or plant material to manage.

6. Summarize planning efforts to date and investments made prior to submitting a grant proposal. Discuss pre-submittal meetings, dates and outcomes. Be detailed and include eligible pre-planning costs on the Match Budget Form in Part E. See application instructions for details. Proof of pre-submittal planning expenses must be submitted as an attachment in Part G. All attachments should be clearly labeled on the Part G cover page. (5 points)

Planning for the park gateway signage initially started in 1999. The City of Englewood was interested in strengthening the community image and heightening awareness of Englewood. Tacito Design Inc. was selected for design development of entry port monumentation, city district signage design and park gateway signage enhancements.

An advisory committee was formed to help guide the process and to communicate with their constituencies in the community. The advisory committee was comprised of policy-makers, local merchants, residents and City staff.

In early 2002, four park signage design concepts were developed at a cost of \$15,500 (see Part E and G) and in May 2002, Tacito Design met with the Englewood

Parks and Recreation Commission and selected a park signage design concept. In the next number of years, the economy began to contract and Englewood went through a number of years of budget freezes and reductions. The project was put on hold due to a lack of funding resources.

In 2013, the City was awarded a \$250,000 grant from Arapahoe County for the redevelopment of Duncan Park. As part of that project, the new park gateway signage enhancements were incorporated into the redevelopment of Duncan Park. Due to the success of this park redevelopment in the fall of 2014 and the input received from citizens and policy-makers, the City would like to move forward with updating and enhancing all park gateway signage.

As part of the Gateway Enhancements project, options for landscape designs were drawn up by PKM Design Group at an expense of \$1,100. (see Part E and G).

7. Is this project "shovel ready"? Provide evidence that this project will be completed within two years. Is design and engineering complete or is there still work to be done? List any permits that will need to be obtained for implementation of the project and existing status of obtaining those permits (Federal 404, County or City Planning or Public Works, Storm Water Drainage, etc). Does the project necessitate a change in zoning? Itemize anticipated costs for permits, government fees and consultants. Detail costs in the correct Part E Budget Form. Correlate response with the Project Timeline in Part D. Project timeline must be realistic to receive full points for this question. If this is an acquisition project, list the due diligence items you already have available or will pursue (such as purchase agreement, preliminary title work, appraisal, environmental site assessment, survey, etc). Purchase agreement or option with seller and preliminary title work should be secured and included in the application and attached in Part G. Include detailed costs in Part E. (5 points)

The Parks Gateway Enhancements project is "shovel ready" if selected as a grant award. Design and engineering has been completed. Landscaping designs have been completed. Two park ID signs have already been constructed as part of a previous ACOS grant award during the redevelopment of Duncan Park. After reviewing the project with the City Planning and Public Works Departments, there are no permits, government fees or zoning changes required.

8. Describe the planning process that identified this specific project as a priority. Is this project listed as a priority in a master plan, site specific plan or other adopted planning document? If so, discuss that plan. Describe the relationship of the project to any local, regional, state or system-wide master plan. Give the name of each plan and list related element(s) within the plan. Was this project identified through an independent community planning process? Describe this process. (5 points)

This project was identified through an independent community planning process by the City's Community Development Department. During the planning process that started in 1999 through 2002, the City was desirous of a signage plan that would blend the various signage needs (Civic Center, Entry Port, District and Park Identification) throughout the City in one uniform design theme. Unfortunately, the project was put on hold due to a lack of funding resources.

Recently, the economy has begun to improve and Duncan Park was redeveloped with help from a grant from Arapahoe County Open Spaces and the use of shareback funds. New park identification signage was constructed in Duncan Park that has now raised the priority of making all park identification signage uniform by replacing all of the existing 50 year old park signs.

This grant request is not a typical site improvement project which would be included in a long range planning document. This project has been an issue for over twenty years as our current park identification signage has become very outdated. Due to more pressing City of Englewood commitments and priorities as well as the economy, this project has not been funded but has been thoroughly reviewed and would be a welcomed project by the residents of Englewood and Arapahoe County.

Even though this project is not listed in a specific planning document, parks gateway enhancements are fundamental to park usage. This enhancement project creates a community identity with the park system, welcomes new users and establishes the level of care and maintenance that is provided in our parks.

9. Discuss any efforts to obtain public input, disseminate public information, develop partnerships, develop partnerships for cash finding or in-kind contributions, and garner community support specifically related to this project. In most cases, evidence of a transparent public process will be required. For acquisitions, the process may be tied to a public process for an overall master plan rather than identification of a specific parcel. For regional trails, the process may need to include notification and/or involvement of residents from adjacent jurisdictions. Discuss any objections or opposition to this project. Include any letters, petitions, news articles, or other documents evidencing opposition. What has been done to address concerns and how has the opposition responded? (5 points)

Planning for the park gateway signage initially started in 1999. The City of Englewood was interested in strengthening the community image and heightening awareness of Englewood. Tacito Design Inc. was selected for design development of entry port monumentation, district signage design and park gateway signage enhancements.

An advisory committee was formed in 1999 to help guide the process and to communicate with their constituencies in the community. The advisory committee was comprised of policy-makers, local merchants, residents and City staff.

In 2002, the Englewood Parks & Recreation Commission selected a park signage design concept. The Commission is an advisory board made up of Englewood citizens who guide public policy for the Parks and Recreation Department and make recommendations as public input to Englewood City Council.

During Parks and Recreation Commission meetings held between October 2012 and January 2013, parks signage was again reviewed and approved in order to have new signage in place for the Duncan Park Redevelopment grant (meeting minutes are attached Part G – 10. Other).

Along with the successful redevelopment of Duncan Park, the new park identification signs have received a great deal of attention from folks throughout Englewood. Many citizens have requested that the gateway signs to their nearby parks receive the same upgrades.

All Parks and Recreation Commission meetings are open to the public and their comments and input are invaluable in addressing any public concerns. We have received no objections or opposition toward this proposed project.

10. Describe how this project addresses inclusivity per the Americans with Disabilities Act guidelines. (3 points)

Parks Gateway Enhancements is an atypical project that does not fall into the guidelines of ADA. The project is a gateway enhancement that allows all individuals to identify specific Englewood parks and to enjoy all the amenities each park has to offer.

11. Discuss the need and urgency for this project and why it is a priority. What opportunities are lost if this project is not funded now? (5 points)

The need and urgency for this project is great. The project was started 16 years ago and has stalled several times due to the economy and lack of sufficient budget funding in recent years. The City is currently embarking on a new era of identifying who we are and what services we provide to our citizens through the development of a new mission and vision statement: To promote and ensure a high quality of life, economic vitality and a uniquely desirable community identity by proactively collaborating with our citizens and businesses, developing a safe environment, creating opportunity and through the provision of reliable, affordable and flexible services.

City Council has given approval for the Parks Gateway Enhancements as an initial step towards this new mission and vision.

If the project is not funded now, it will likely lose its priority standing as other City departments compete for City Council endorsement and funding.

12. If successful in obtaining this grant, how will the agency use this project to inform citizens about the value of the Arapahoe County Open Space sales and use tax? Address the public outreach plan, signage plan, celebration, dedication, etc. (2 points)

The Parks Gateway Enhancements Project is about creating an identity. As recognition of the grant funding and support, permanent signage identifying ACOS has been incorporated into the design of all 18 signs and will be installed as part of gateway enhancements at all 10 park locations. Approved sign designs are attached in Part G – 10.

Information will also be added to the City of Englewood's web site identifying the project and funding sources during and following construction. The Englewood Herald will run information and news stories throughout the project. Social media such as Facebook and Twitter will be used to provide project updates, recognize accomplishments and promote funding partners.

13. How much of your planned cash match is secured? How much still needs to be raised and what are your plans for raising additional funds? What is your back up plan if you are unable to raise those funds? Describe the cash and in-kind partnerships established for this project. This does not include partners who have contributed to previous phases or partners that plan to contribute to future phases. Explain if partnerships were not possible or necessary for this project. Include all partner support letters in Part G and clearly label on the section cover page. Include match from all partners in the Part E Budget. All support letters must be dated within the last six months to be eligible. (5 points)

The entire cash match is secured. We are planning on using Arapahoe County Shareback Funds. There are no other cash or in-kind partnerships with this project. Partnerships were not possible for the gateway enhancements in ten park locations at this time.

14. Briefly discuss support from entities and user groups that are supporting the project in other ways than cash or in-kind contributions. Support letters should come from users, user groups, community members, volunteers, schools, etc. A maximum of five (5) support letters should be attached in Part G and clearly labeled on the section cover page. All letters should be dated within the last six months. (5 points)

Englewood has broad based support for the Parks Gateway Enhancements project. Englewood Unleashed is a community dog park advocacy group. Their goal is to

enhance the off-leash parks within Englewood. The group raises funds for improvements within off-leash parks, performs monthly park cleanups and ensures that pet owners are responsible stewards of the parks.

Pirate Youth Sports is a local non-profit organization that serves Englewood youth by providing a variety of sports activities in many of our parks. Improved park signage would improve identification of parks and athletic fields used by Pirate Youth Sports and visiting sports organizations.

Englewood Schools serves our community's academic and athletic needs for youth. The City and school district partner on shared use of numerous sports fields and tennis courts.

Mr. Gillit is a community member and citizen advocate for our parks. He resides adjacent to one of our larger community parks and is a huge supporter of our Parks and Recreation programs.

Douglas Garrett is an Englewood citizen and chairman of the Englewood Parks and Recreation Commission. Douglas and the rest of the commission unanimously support the Gateway Enhancements as major visual and identity improvement to Englewood's parks.



Certification of accuracy for the information provided in Part F:

Applicant certifies that all of the above answers are accurate and that all information submitted is true to the best of their knowledge.

OPEN SPACES

Authorized Signature: _____
(must be signed by highest authority in agency)

Date: 1-5-15

Print Name and Title: Samuel J. Gillit
Director of Parks & Recreation

Part G – Attachments (10 points)

Use this as the table of contents cover page for the required application attachments. Attachments in this section are supporting documentation to the questions answered in Part F. To receive the full amount of points available for each question, sufficient supporting documentation must be attached. List all attachments in order, by name/title and by page number.

1. Evidence of support from highest authority (official letter or resolution**) – including commitment to complete the project; statement that match funds are secured; and certification that the project will be open to the public or serve a public purpose upon completion
2. Evidence of commitment to long-term maintenance (official letter or resolution)
3. Evidence of property ownership/legal access (legal documentation)
4. Evidence of community support (letters of support – max. 5, known objections)
5. Documentation of opposition and responses (if applicable)
6. Evidence of commitment from funding partners (cash match/in-kind match support letters)
7. Photos (pre-submittal)
8. Site maps (project location maps)
9. GIS shapefile, if applicable (include on compact disc)
10. Other (clearly title: acquisition documentation, if applicable, or other supporting documents)

****Resolution from a Governing Body or an Official Letter from Highest Authority must include all listed applicable items and must designate a specific person to sign the grant agreement and related grant administration documents.****

RESOLUTION NO. 5
SERIES OF 2015

A RESOLUTION SUPPORTING THE CITY'S ARAPAHOE COUNTY OPEN SPACE
GRANT APPLICATION FOR PARK GATEWAY ENHANCEMENTS PHASE I

WHEREAS, the Parks Gateway Enhancements Project highlights a much overdue need to replace seventeen signs that are currently comprised of 50 year old hand made park identification signs with a more modern, updated design for park identification signage with additional landscaping surrounding the park signs; and

WHEREAS, Parks and Recreation staff believe these park ID signs are the gateway into each of our neighborhood parks and are critical to identifying each of Englewood's parks and will improve the image of the City of Englewood; and

WHEREAS, the Parks and Recreation Commission recommended the Tacito Design for this project at the May 9th, 2002 meeting; and

WHEREAS, the Parks and Recreation Commission again recommended the design at the October 11th, 2012, November 15th, 2012 and January 10th, 2013 meetings; and

WHEREAS, there are no federal funds being used for the Park Gateway Enhancements Phase I project; and

WHEREAS, the City's Arapahoe County Open Space grant application will request \$200,100 in grant funds with a required City cash match of \$83,300. Englewood shareback funds have been budgeted; and

WHEREAS, Parks and Recreation will bring back an IGA if approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the application for an Arapahoe County Open Space Grant for Park Gateway Enhancement attached hereto as Exhibit A.

ADOPTED AND APPROVED this 20th day of January, 2015.

ATTES T_o

Randy Penn, Mayor

LOUCH S. A. EMIS, City Clerk

I, Lourishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. 5, Series of 2015.



Lourishia A. Ellis, City Clerk

Part G Attachments – 2. Long-Term Maintenance



CITY OF ENGLEWOOD
DEPARTMENT OF PARKS AND RECREATION

Arapahoe County Open Space and Trails Advisory Board
6934 South Lima Street, Unit A
Centennial, CO 80112

December 1, 2014

Re: Long-Term Park Maintenance

Dear Open Space Advisory Board,

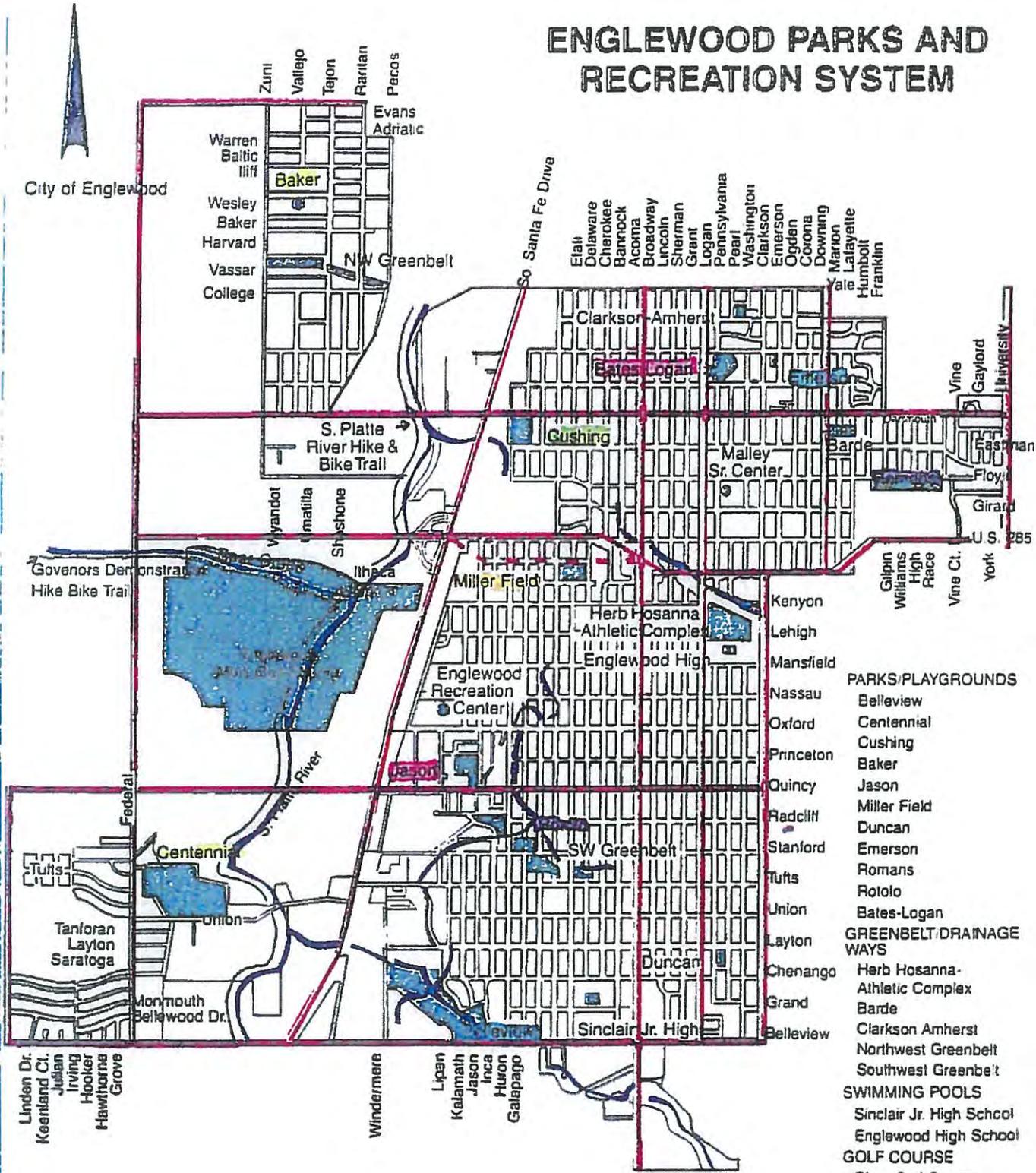
The City of Englewood Parks and Recreation Department is committed to the long-term maintenance and management of all Englewood parks and park infrastructure within the City. The City of Englewood allocates funds for the long-term maintenance, repair and replacement of park infrastructure. Ongoing maintenance functions include: sign maintenance, sign repair/replacement, graffiti removal and landscape maintenance.

The Parks and Recreation Department is funded annually through the City of Englewood's General Fund as part of the core services provided to the citizens of the City of Englewood. Maintenance of the Englewood Parks Gateway Enhancements is currently included in all long-term maintenance programs and activities and will continue to be a part of all such activities into the future.

Sincerely,

Jerrell Black
Parks and Recreation Director

ENGLEWOOD PARKS AND RECREATION SYSTEM



City of Englewood
 Department of Parks and Recreation
 1155 W. Oxford Avenue
 Englewood, CO 80110
 (303) 762-0600 • (303) 762-0600 FAX

Arapahoe County Parcel Number Information

Belleview Park

033752325

031992184

034389211

Jason Park

031964547

031964555

Miller Field

031943281

Centennial Park

031978165

031978246

031978238

031978173

032594322

032620269

031978416

Emerson Park

031035112

Romans Park

031045665

Rotolo Park

031987326

Cushing Park

033564561

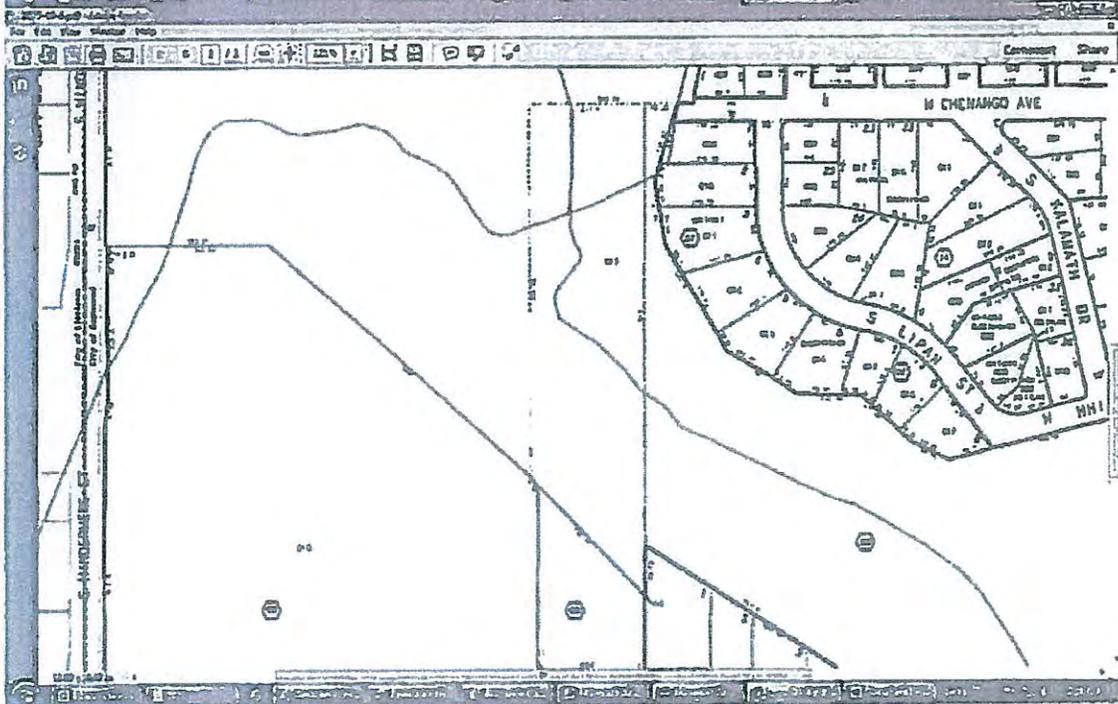
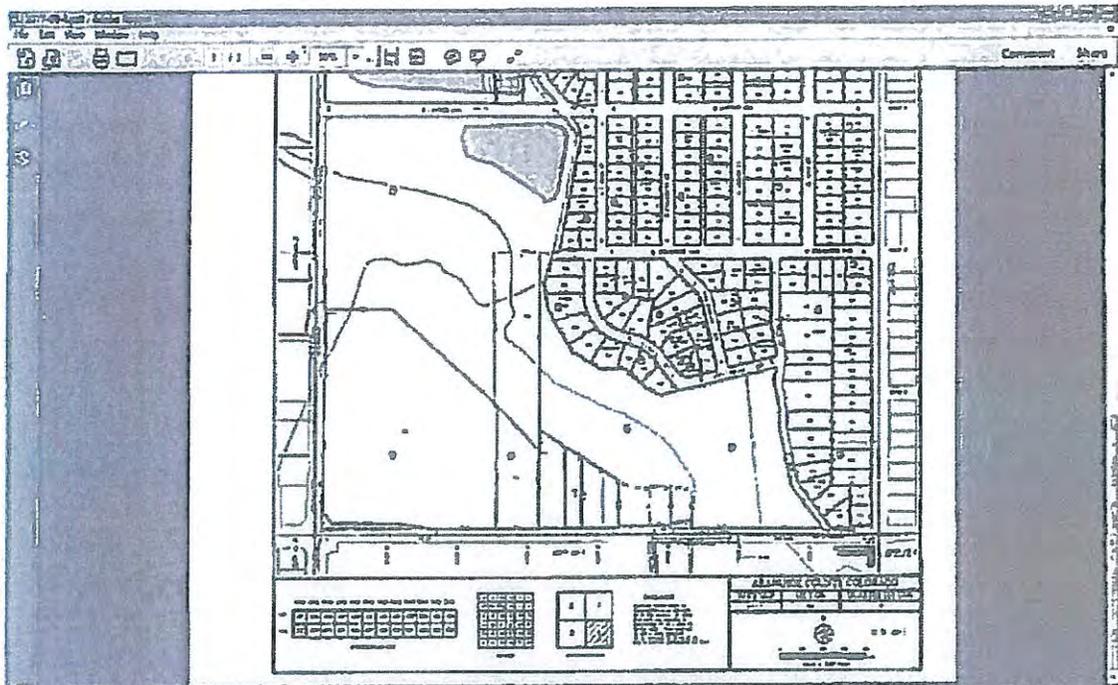
033564545

Bates-Logan Park

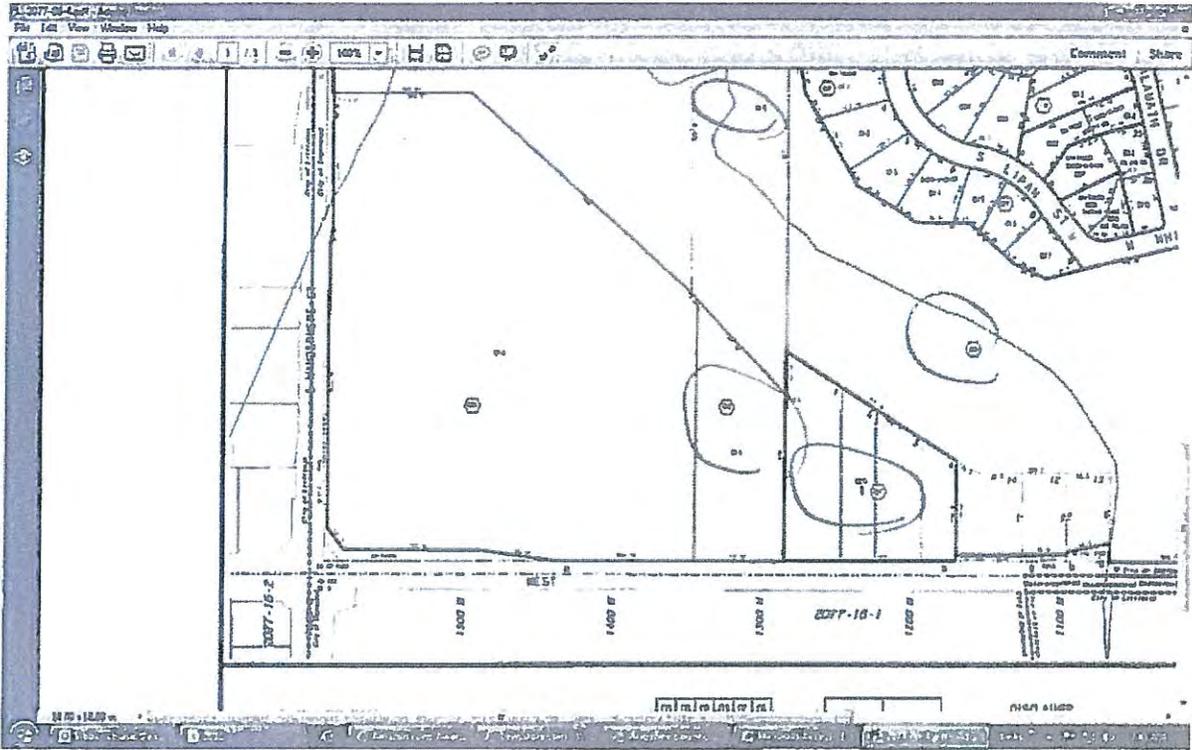
031012996

Baker Park

031002621



Bellevue Park
033752325
031992184
034389211



Bellevue Park
033752325
031992184
034389211

PIN: 033752325
AIN: 2077-09-4-00-015
Situs Address: 1500 W Layton Ave
Situs City: Englewood

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Englewood Ind Area
Neighborhood Code: 3537.00
Acreage: 47.2400
Land Use:
Legal Desc:

That Part Of Se 1/4 Sec 9-5-68 Desc As Beg 37 Ft E & 1054 Ft N Of Sw Cor Of Sd Se 1/4 Th E 308.26 Ft Th Se 648 Ft 4.09 Ft & 287.91 Ft Th N 93.79 Ft Th Se 511.4 Ft Th S 210.56 Ft Th E 146.5 Ft & 96.3 Ft Th N 10 Ft Th Ne 98.8 Ft Th S To A Pt On N Line Of W Belleview Ave Th E 326.78 Ft & 300.4 Ft To W Line Of S Inca Dr Th Nw Alg Sd W Row Line 240.5 Ft & 293.75 Ft Th Ne 63.42 Ft Th Nw 144.75 Ft Th Ne

| | | | |
|-----------------------------|--------------|------------------------|-------------|
| | Total | Building | Land |
| <i>2014 Appraised Value</i> | 24,693,293 | 0 | 24,693,293 |
| <i>2014 Assessed Value</i> | 7,161,055 | 0 | 7,161,055 |
| | | 2013 Mill Levy: | 72.800 |

| | | | |
|------------------|--------------|-------------------|-----------------|
| <i>Land Line</i> | Units | Land Value | Land Use |
| | 47.2400 AC | 24,693,293 | Recreation |

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

* Not all parcels have available photos / sketches.

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[New Search](#)

New Search

Printer Frie

PIN: 031992184
AIN: 2077-09-4-00-014
Situs Address:
Situs City:
 *Photo
[View Parcel Map](#)

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Englewood Ind Area
Neighborhood Code: 3537.00
Acreage: 2.1740
Land Use:
Legal Desc: Beg 1035 Ft E & 30 Ft N Of Sw Cor Se 1/4 Th N 370 Ft Th Nw 287.91 Ft Th S 577.11 Ft Th E 21 Ft To Beg Sec 9-5-68

Treasurer's Inform
 Sales by Tax Year
 Neighbor
 2013/
 2011/
 2009/
 2007/
 2005/
 Complete Neighbor
 Sales Information Hi
 Tax District Lt

| | Total | Building | Land | |
|----------------------|------------------------|-----------------|------------|------|
| 2014 Appraised Value | 1,136,400 | 0 | 1,136,400 | |
| 2014 Assessed Value | 329,556 | 0 | 329,556 | |
| | | 2013 Mill Levy: | 72.800 | |
| Sale | Book Page | Date | Price | Type |
| | A713 6443 *Multi Sched | 10-24-1997 | 395,000 | DEED |
| | 3619 0343 *Multi Sched | 04-01-1982 | 1,004,900 | WARR |
| | 3443 0484 | 07-01-1981 | 355,166 | WARR |
| Land Line | Units | Land Value | Land Use | |
| | 94700.0000 SF | 947,000 | Recreation | |

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 inconvenience.

New Search

PIN: 034389211
AIN: 2077-09-4-07-020
Situs Address: 1225 W Belleview Ave
Situs City: Englewood

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Englewood Ind Area
Neighborhood Code: 3537.00
Acreage: 3.0610
Land Use:
Legal Desc: Lots 1-4 Blk 1 Mavdon Sub

| | Total | Building | Land |
|----------------------|-----------|-----------------|-----------|
| 2014 Appraised Value | 1,333,440 | 0 | 1,333,440 |
| 2014 Assessed Value | 386,698 | 0 | 386,698 |
| | | 2013 Mill Levy: | 72.800 |

| Land Line | Units | Land Value | Land Use |
|-----------|----------------|------------|------------------------|
| | 133344.0000 SF | 1,333,440 | Vacant Commercial Lots |

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

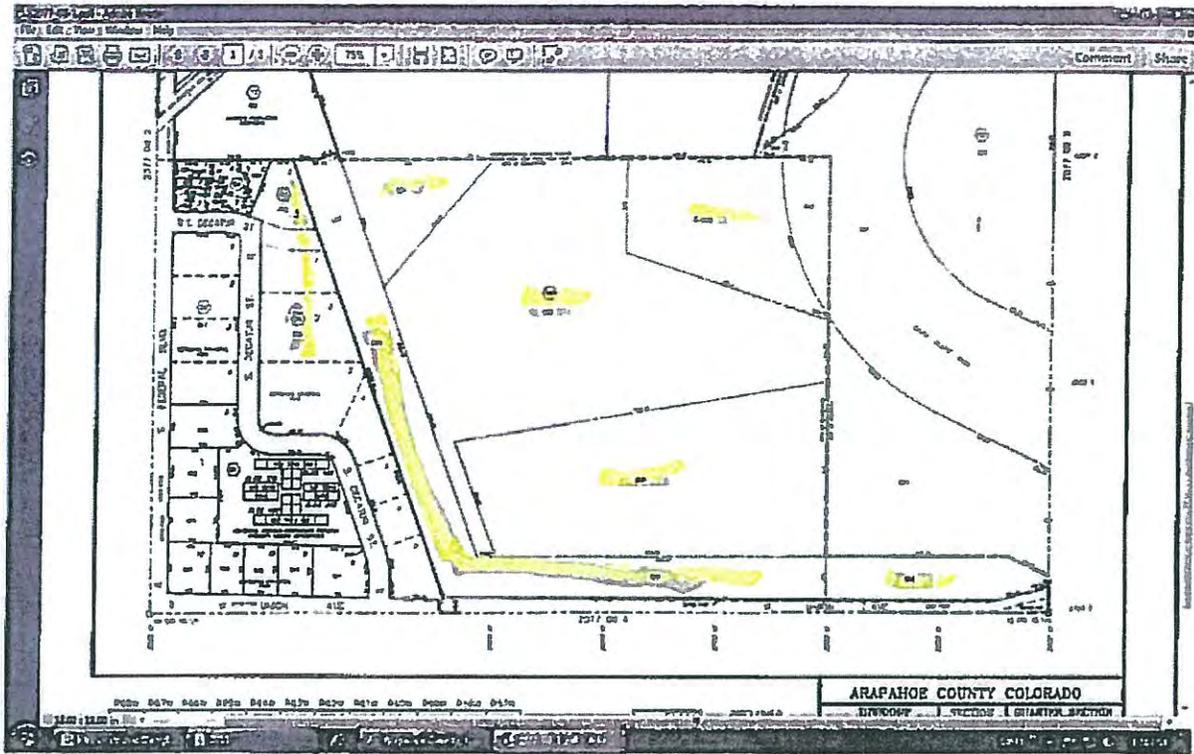
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[New Search](#)



Centennial Park

- 031978165
- 031978246
- 031978238
- 031978173
- 032594322
- 032620269
- 031978416

PIN: 031978165
AIN: 2077-08-1-00-029
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Vacant Unplatted Parcels
Neighborhood Code: 2942.00
Acreage: 7.0600
Land Use:
Legal Desc:

Parcel Of Land In S 1/2 Ne 1/4 Sec 8 Desc As Beg 400.2 Ft E Of Nw Cor S 1/2 Ne 1/4 Th Se 1355.88 Ft To Pt On N Line Of W Union Ave Th E Alg Sd Line 660 Ft M/L W Of E Line Of Ne 1/4 Sec 8 Th N 130 Ft Th W 1021.87 Ft Th Nw 1232.53 Ft Th W 130 Ft To Beg 8-5-68

| | Total | Building | Land |
|----------------------|-------|------------------------|--------|
| 2014 Appraised Value | 3,530 | 0 | 3,530 |
| 2014 Assessed Value | 1,024 | 0 | 1,024 |
| | | 2013 Mill Levy: | 68.749 |

| Land Line | Units | Land Value | Land Use |
|-----------|-----------|------------|---|
| | 7.0600 AC | 910,740 | Vac Unplatted Area > 5.0 Acres but < 10.0 Acres |

Note Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

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[New Search](#)

PIN: 031978246
AIN: 2077-08-1-00-039
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Vacant Unplatted Parcels
Neighborhood Code: 2942.00
Acreage: 11.1300
Land Use:
Legal Desc: Beg 655.78 Ft S Of Nw Cor Of E 1/2 Se 1/4 Ne 1/4 Th Sw 1104.45 Ft Th Se 356.97 Ft Th E 968.7 Ft Th N 508 Ft To Beg Sec 8-5-88

| | Total | Building | Land |
|----------------------|-------|-----------------|--------|
| 2014 Appraised Value | 5,565 | 0 | 5,565 |
| 2014 Assessed Value | 1,614 | 0 | 1,614 |
| | | 2013 Mill Levy: | 68.749 |

| Sale | Book Page | Date | Price | Type |
|------|-----------|------------|-------|------|
| | 6942 0546 | 04-09-1993 | 0 | QC |

| Land Line | Units | Land Value | Land Use |
|-----------|------------|------------|--|
| | 11.1300 AC | 5,565 | Vac Unplatted Area > 10.0 Acres but < 35.1 Acres |

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any

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[New Search](#)

PIN: 031978238
AIN: 2077-08-1-00-038
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Vacant Unplatted Parcels
Neighborhood Code: 2942.00
Acreage: 14.6100
Land Use:
Legal Desc: Beg 988.77 Ft E Of Nw Cor Of S 1/2 Ne 1/4 Sec 8 Th E 391.2 Ft Th S 275 Ft Th Se 631.2 Ft Th S 180.78 Ft Th Sw 1104.45 Ft Th Se 358.97 Ft Th W 53.09 Ft Th Nw 832.53 Ft Th Ne 492.09 Ft To Beg Sec 8-5-68

| | Total | Building | Land |
|----------------------|-------|-----------------|--------|
| 2014 Appraised Value | 7,305 | 0 | 7,305 |
| 2014 Assessed Value | 2,118 | 0 | 2,118 |
| | | 2013 Mill Levy: | 68.749 |

| Land Line | Units | Land Value | Land Use |
|-----------|------------|------------|--|
| | 14.6100 AC | 7,305 | Vac Unplatted Area > 10.0 Acres but < 35.0 Acres |

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any

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[New Search](#)

PIN: 031978173
AIN: 2077-08-1-00-031
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Englewood Ind Area
Neighborhood Code: 3537.00
Acreage: 1.9300

Land Use:
Legal Desc: Beg 538.77 Ft E Of Nw Cor S 1/2 Ne 1/4 Sec 8 Th E 450 Ft Th Sw 492.09 Ft Th Nw 400 Ft To Po

| | | | |
|-----------------------------|--------------|------------------------|-------------|
| | Total | Building | Land |
| <i>2014 Appraised Value</i> | 300 | 0 | 300 |
| <i>2014 Assessed Value</i> | 87 | 0 | 87 |
| | | 2013 Mill Levy: | 68.749 |

| | | | |
|------------------|--------------|-------------------|-----------------|
| <i>Land Line</i> | Units | Land Value | Land Use |
| | 1.0000 LT | 300 | Open Space |

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

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[New Search](#)

PIN: 032594322
AIN: 2077-08-1-00-048
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Vacant Unplatted Parcels
Neighborhood Code: 2942.00
Acreage: 4.1000
Land Use:
Legal Desc: Beg 141.58 Ft W Of Ne Cor W 1/2 Se 1/4 Ne 1/4 Sec 8-5-68 Th Alg Curve To Left 493.87 Ft Th S 8.58 Ft Th Nw 631.2 Ft Th N 275 Ft To N Line Se 1/4 Ne 1/4 Th E 458.42 Ft To Beg

| | Total | Building | Land |
|----------------------|-------|------------------------|--------|
| 2014 Appraised Value | 2,050 | 0 | 2,050 |
| 2014 Assessed Value | 595 | 0 | 595 |
| | | 2013 Mill Levy: | 68.749 |

| Land Line | Units | Land Value | Land Use |
|-----------|-----------|------------|---|
| | 4.1000 AC | 528,900 | Vac Unplatted Area > 1.0 Acre but < 5.0 Acres |

Note. Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any

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[New Search](#)

PIN: 032620269
AIN: 2077-08-1-00-052
Situs Address: 2501 W Union Ave
Situs City: Englewood

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Vacant Unplatted Parcels
Neighborhood Code: 2942.00
Acreage: 1.8400
Land Use:
Legal Desc:

Parcel Of Land In Ne 1/4 Sec 8 Desc As Beg At A Pt On N Line Of Co Rd No 1 Wh Is 77.4 Ft Nw From Se Cor Se 1/4 Ne 1/4 Sec 8 Th Ne 101.1 Ft Th Nw 185.06 Ft Th W 538.24 Ft Th S 130 Ft T E 538.24 Ft Th Ne 101.1 Ft To Pob Sec 8-5-68

| | Total | Building | Land |
|----------------------|-------|-----------------|--------|
| 2014 Appraised Value | 920 | 0 | 920 |
| 2014 Assessed Value | 267 | 0 | 267 |
| | | 2013 Mill Levy: | 68.749 |

| Sale | Book Page | Date | Price | Type |
|------|-----------|------------|--------|------|
| | B107 7057 | 05-02-2001 | 0 | CTOR |
| | A820 0553 | 12-03-1998 | 29,000 | SWAR |

| Land Line | Units | Land Value | Land Use |
|-----------|-----------|------------|---|
| | 1.8400 AC | 237,360 | Vac Unplatted Area > 1.0 Acre but < 5.0 Acres |

Note Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

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[New Search](#)

PIN: 031978416
AIN: 2077-08-1-03-009
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Englewood Ind Area
Neighborhood Code: 3537.00
Acreage: 6.2300
Land Use:
Legal Desc: Lots 1-7 Blk 2 & Vac W Tufts Ave Adj & Lot 3 Blk 3 Cent Ind Park

| | | | |
|-----------------------------|--------------|------------------------|-------------|
| | Total | Building | Land |
| <i>2014 Appraised Value</i> | 3,256,546 | 0 | 3,256,546 |
| <i>2014 Assessed Value</i> | 944,398 | 0 | 944,398 |
| | | 2013 Mill Levy: | 68.749 |

| | | | |
|------------------|--------------|-------------------|-----------------|
| <i>Land Line</i> | Units | Land Value | Land Use |
| | 6.2300 AC | 3,256,546 | Recreation |

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

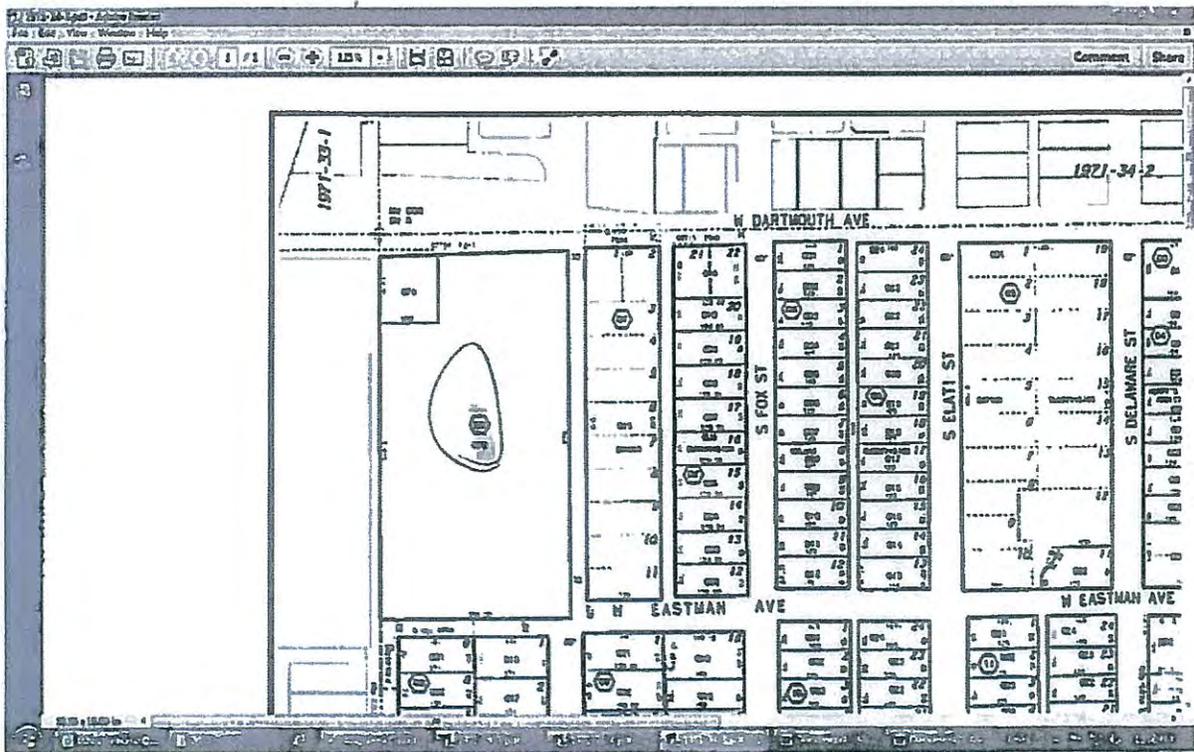
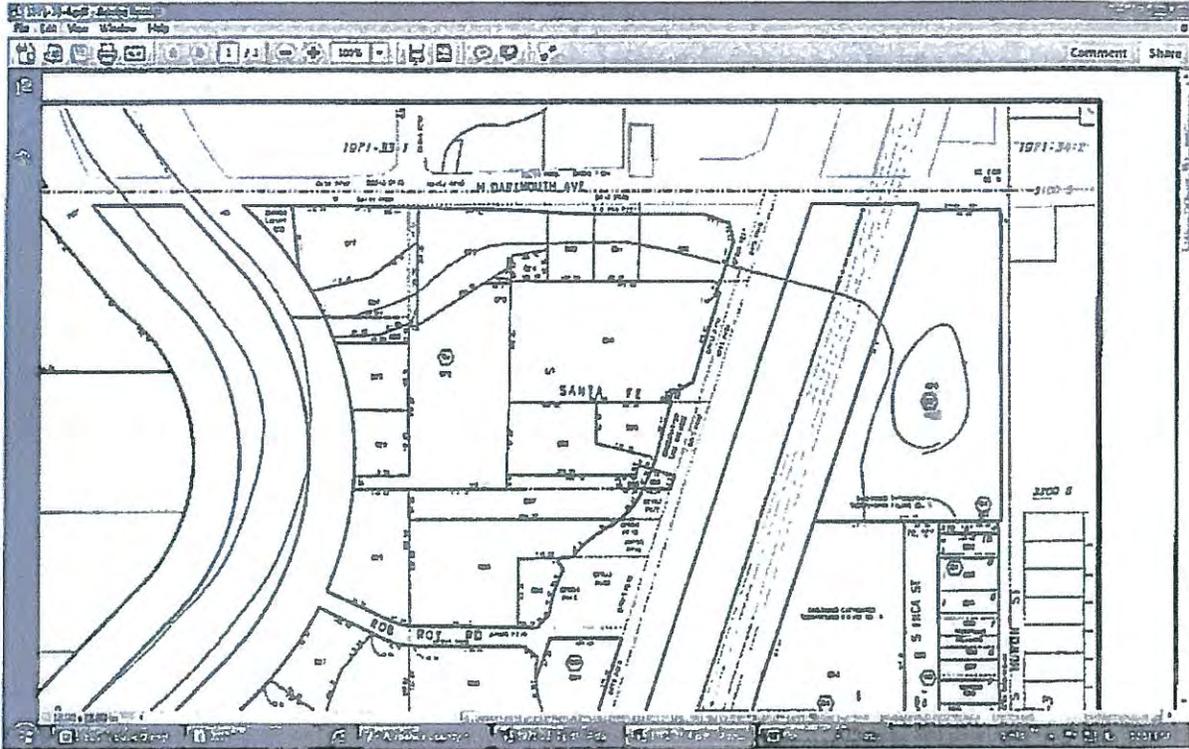
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[New Search](#)



PIN: 033564561
AIN: 1971-34-3-00-079
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Non-Ind Englewood
Neighborhood Code: 3586.00
Acreage: 4.7500
Land Use:
Legal Desc: That Part Of Sw 1/4 Sec 34-4-68 Desc As Beg 30 Ft S & 100 Ft E Of Nw Cor Of Sd Sw 1/4 Th S 125 Ft Th W 100 Ft Th S 519.5 Ft M/L Th E 334 Ft Th N 676 Ft Th W 231.35 Ft To Beg (Park) Ex Road Sec 34-4-68

| | | | |
|-----------------------------|--------------|------------------------|-------------|
| | Total | Building | Land |
| <i>2014 Appraised Value</i> | 3,207,105 | 0 | 3,207,105 |
| <i>2014 Assessed Value</i> | 930,060 | 0 | 930,060 |
| | | 2013 Mill Levy: | 72.800 |

| | | | |
|------------------|--------------|-------------------|-----------------|
| <i>Land Line</i> | Units | Land Value | Land Use |
| | 4.7500 AC | 0 | Recreation |

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

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[New Search](#)

PIN: 033564545
AIN: 1971-33-4-00-083
Situs Address: 840 W Darimouth Ave
Situs City: Englewood

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Englewood Ind North 1971
Neighborhood Code: 3538.00
Acreage: 4.9500
Land Use:
Legal Desc: That Part Of Se 1/4 Sec 33-4-68 Desc As Beg 18 Ft W & 30 Ft S Of Ne Cor Of Sd Se 1/4 Th W 180.7 Ft To E Row Line of At & Sf Row Th Sw Alg Sd Row Line 733.22 Ft Th E 420.33 Ft Th N 695.37 Ft To Beg Ex Road Sec 33-4-68

| | Total | Building | Land |
|----------------------|--------------|------------------------|-------------|
| 2014 Appraised Value | 2,177,424 | 21,204 | 2,156,220 |
| 2014 Assessed Value | 631,453 | 6,149 | 625,304 |
| | | 2013 Mill Levy: | 72.800 |

| <i>Land Line</i> | Units | Land Value | Land Use |
|------------------|--------------|-------------------|-----------------|
| | 4.9500 AC | 2,156,220 | Recreation |

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

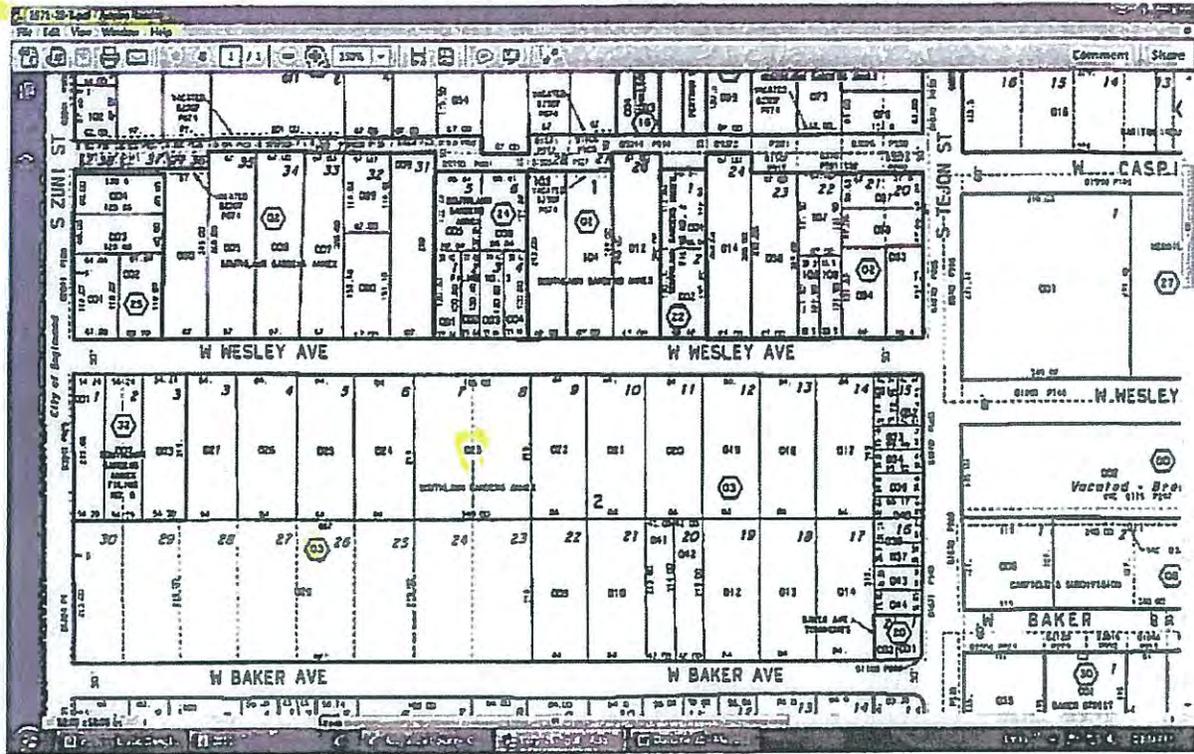
* Not all parcels have available photos / sketches.

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[New Search](#)



Baker Park
031002621

PIN: 031002621
AJN: 1971-28-3-03-023
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Southlawn Gardens Annex
Neighborhood Code: 2070.00
Acreage: 0.8350
Land Use:
Legal Desc: Lots 7-8 Blk 2 Southlawn Gdns Annex Dedicated To Public For Park

| | | | |
|-----------------------------|--------------|------------------------|-------------|
| | Total | Building | Land |
| <i>2014 Appraised Value</i> | 600 | 0 | 600 |
| <i>2014 Assessed Value</i> | 174 | 0 | 174 |
| | | 2013 Mill Levy: | 72.800 |

| | | | |
|------------------|--------------|-------------------|-----------------|
| <i>Land Line</i> | Units | Land Value | Land Use |
| | 2.0000 LT | 600 | Tract |

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

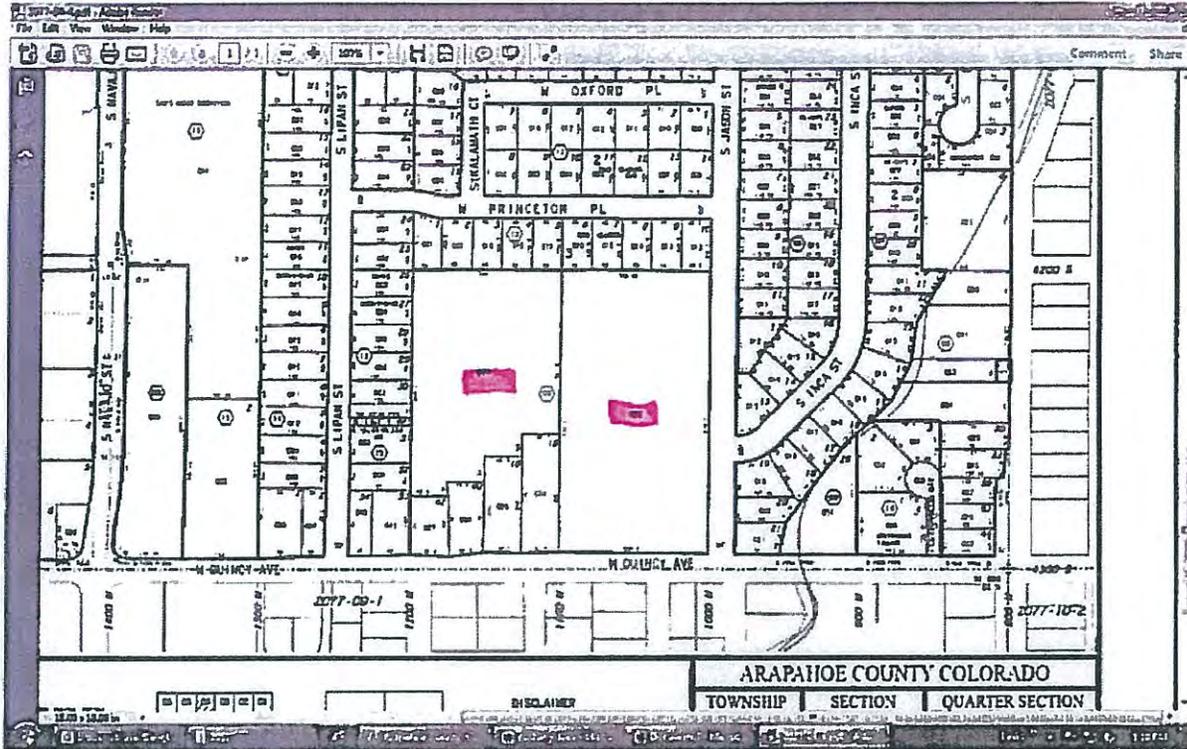
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[New Search](#)



Jason Park
031964547
031964555

PIN: 031964547
AIN: 2077-04-4-00-032
Situs Address: 1025 W Quincy Ave
Situs City: Englewood

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Oxford Heights 2nd Fig
Neighborhood Code: 1692.00
Acreage: 4.7700
Land Use:
Legal Desc: Beg 660 Ft W Of Se Cor Of Se 1/4 Th N 659.5 Ft Th W 330.5 Ft Th S 659.5 Ft Th E 330.5 Ft To Beg Ex Rts/Way 4-5-68

| | Total | Building | Land |
|----------------------|---------|-----------------|---------|
| 2014 Appraised Value | 238,500 | 0 | 238,500 |
| 2014 Assessed Value | 69,165 | 0 | 69,165 |
| | | 2013 Mill Levy: | 72.800 |

| Land Line | Units | Land Value | Land Use |
|-----------|-----------|------------|------------|
| | 4.7700 AC | 238,500 | Recreation |

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[New Search](#)

PIN: 031964555
AIN: 2077-04-4-00-033
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Oxford Heights 2nd Flg
Neighborhood Code: 1692.00
Acreage: 3.2800
Land Use:
Legal Desc: Beg 1320.1 Ft W & 659.5 Ft S Of Ne Cor Of S 1/2 Of Se 1/4 Th E 330 Ft Th S 361.5 Ft Th W 82.5 Ft Th S 50 Ft Th W 82.5 Ft Th S 57 Ft Th W 82.5 Ft Th S 26 Ft Th W 82.5 Ft Th N 494.5 Ft To Be Exempt

| | Total | Building | Land |
|----------------------|---------|-----------------|---------|
| 2014 Appraised Value | 164,000 | 0 | 164,000 |
| 2014 Assessed Value | 47,560 | 0 | 47,560 |
| | | 2013 Mill Levy: | 72.800 |

| Land Line | Units | Land Value | Land Use |
|-----------|-----------|------------|------------|
| | 3.2800 AC | 164,000 | Recreation |

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[New Search](#)

PIN: 031943281
AIN: 2077-03-2-00-004
Situs Address: 3649 S Cherokee St
Situs City: Englewood

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Jacksons Broadway Heights
Neighborhood Code: 1324.00
Acreage: 0.7700
Land Use:
Legal Desc: Beg At A Pt 765 Ft S Of Cen Of Intersect Of W Hampden Ave & S Cherokee, Th W 309 Ft To Pt C S Delaware, Th S 125 Ft Th E 309 Ft To Pt, Th N 125 Ft To Beg Ex Rds 3-5-68

| | Total | Building | Land |
|----------------------|--------|-----------------|--------|
| 2014 Appraised Value | 38,500 | 0 | 38,500 |
| 2014 Assessed Value | 11,165 | 0 | 11,165 |
| | | 2013 Mill Levy: | 72.800 |

| Land Line | Units | Land Value | Land Use |
|-----------|-----------|------------|------------|
| | 0.7700 AC | 38,500 | Recreation |

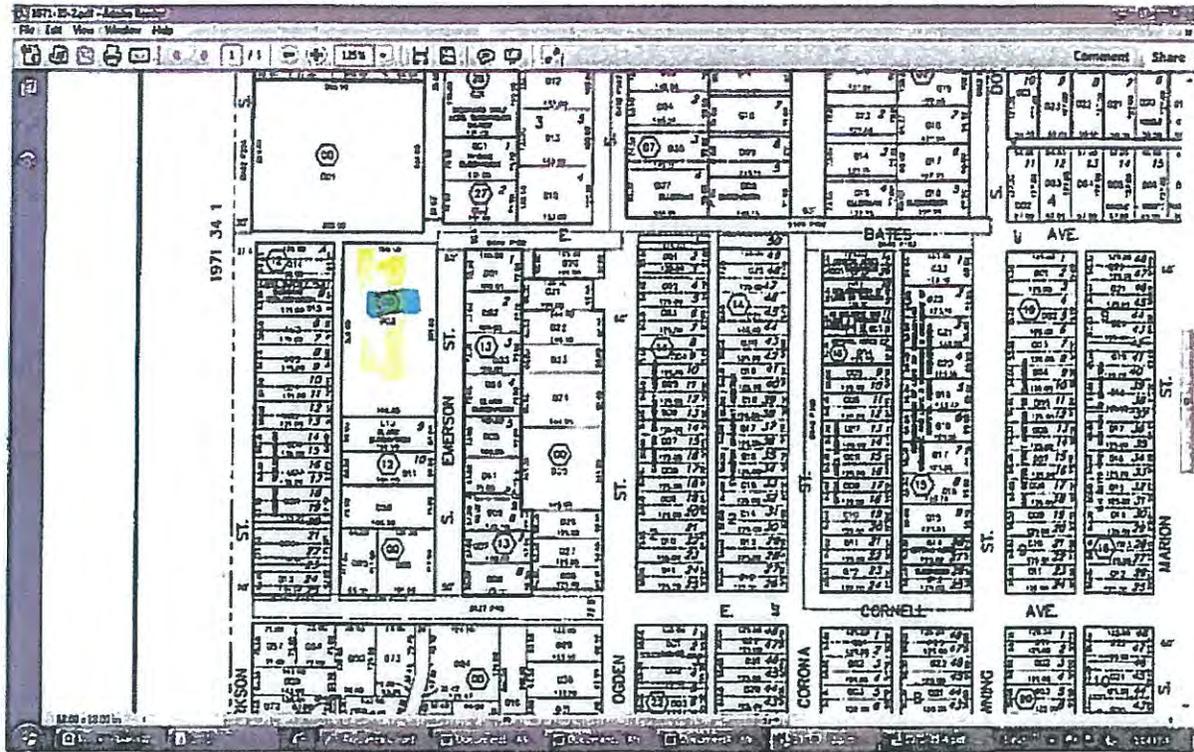
Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any

* Not all parcels have available photos / sketches.

In some cases a sketch may be difficult to read. Please contact the Assessors Office for assistance. Measurements taken from the exterior of the build.
 The Arapahoe County Assessors Office does not warranty the accuracy of any sketch, nor assumes any responsibility or liability to any user.

Although some parcels may have multiple buildings and photos, at this time our system is limited to 1 sketch and 1 photo per parcel number. Sorry for inconvenience.

New Search



Emerson Park
031035112

PIN: 031035112
AIN: 1971-35-2-00-002
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Vacant Unplatted Parcels
Neighborhood Code: 2942.00
Acreage: 1.1620
Land Use:
Legal Desc: Beg 16 Ft E Of Ne Cor Of Lot 1 Dobbins Resub Th E 166 Ft Th S 305 Ft Th W 166 Ft Th N 305 F To Beg 35-4-68

| | Total | Building | Land |
|----------------------|---------|----------|---------|
| 2014 Appraised Value | 149,640 | 0 | 149,640 |
| 2014 Assessed Value | 43,396 | 0 | 43,396 |

2013 Mill Levy: 72.800

| Land Line | Units | Land Value | Land Use |
|-----------|-----------|------------|---|
| | 1.1600 AC | 149,640 | Vac Unplatted Area > 1.0 Acre but < 5.0 Acres |

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any

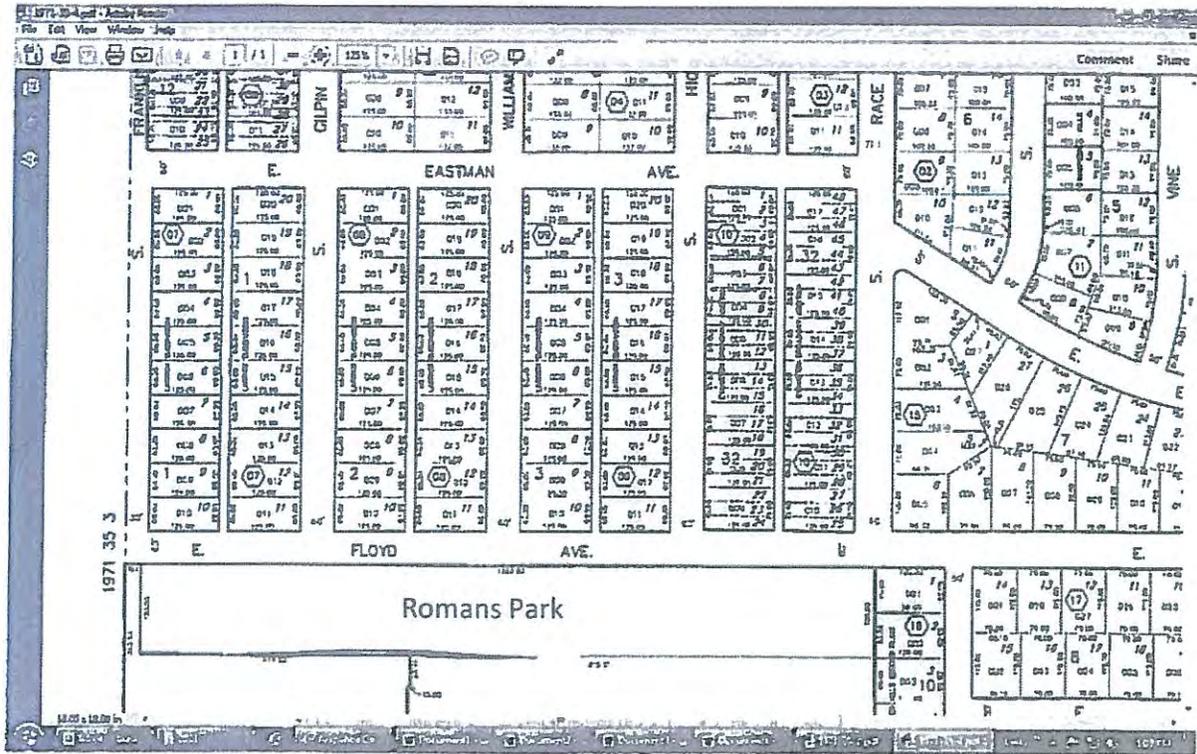
* Not all parcels have available photos / sketches.

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[New Search](#)



Romans Park
031045665

PIN: 031045665
AIN: 1971-35-4-00-005
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Non-Ind Englewood
Neighborhood Code: 3586.00
Acreage: 4.4520
Land Use:
Legal Desc: Beg 30 Ft S Of Ne Cor Sw 1/4 Se 1/4 Th S 150 Ft Th W 1293.04 Th N 150 Ft Th E 1292.87 Ft To Beg 35-4-68

| | Total | Building | Land |
|----------------------|-----------|------------------------|---------------|
| 2014 Appraised Value | 3,168,793 | 162,568 | 3,006,225 |
| 2014 Assessed Value | 918,950 | 47,145 | 871,805 |
| | | 2013 Mill Levy: | 83.418 |

| Land Line | Units | Land Value | Land Use |
|-----------|----------------|------------|------------|
| | 193950.0000 SF | 3,006,225 | Recreation |

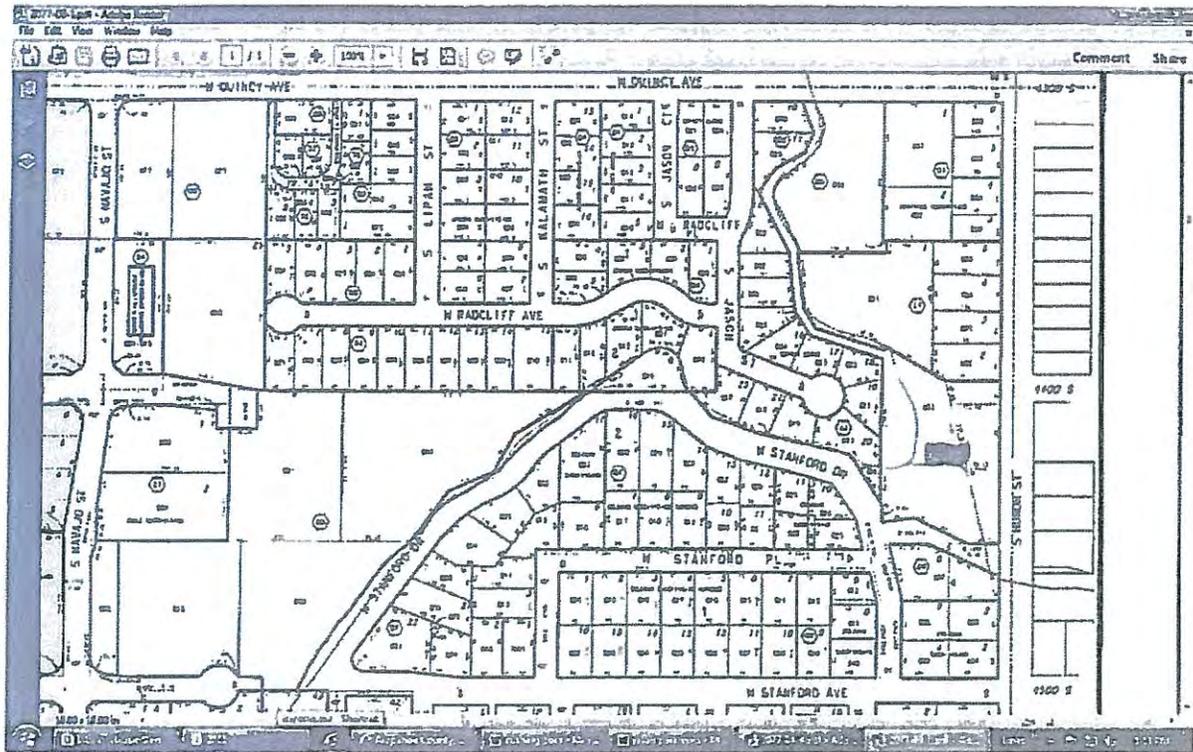
Note Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

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[New Search](#)



Rotolo Park
031987326

PIN: 031987326
AIN: 2077-09-1-00-053
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Jensen Sub Neighborhood
Neighborhood Code: 250.00
Acreage: 2.4800
Land Use:
Legal Desc:

Beg 995 Ft S & 30 Ft W Of Ne Cor Of Ne 1/4 Sec 9 Th W 65.2 Ft Th Nw 140 Ft Th Sw 60 Ft Th N 32.09 Ft Th Nw 11.92 Ft Th N 80.92 Ft & 258.97 Ft Th Se 154.65 Ft Th E 121 Ft To Pt On W Line S Huron St Th S 47 Ft & 144 Ft & 184 Ft To Pob 34-4-68

| | | | |
|-----------------------------|--------------|------------------------|-------------|
| | Total | Building | Land |
| <i>2014 Appraised Value</i> | 300 | 0 | 300 |
| <i>2014 Assessed Value</i> | 87 | 0 | 87 |
| | | 2013 Mill Levy: | 72.800 |

| | | | |
|------------------|--------------|-------------------|-----------------|
| <i>Land Line</i> | Units | Land Value | Land Use |
| | 1.0000 LT | 300 | Tract |

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

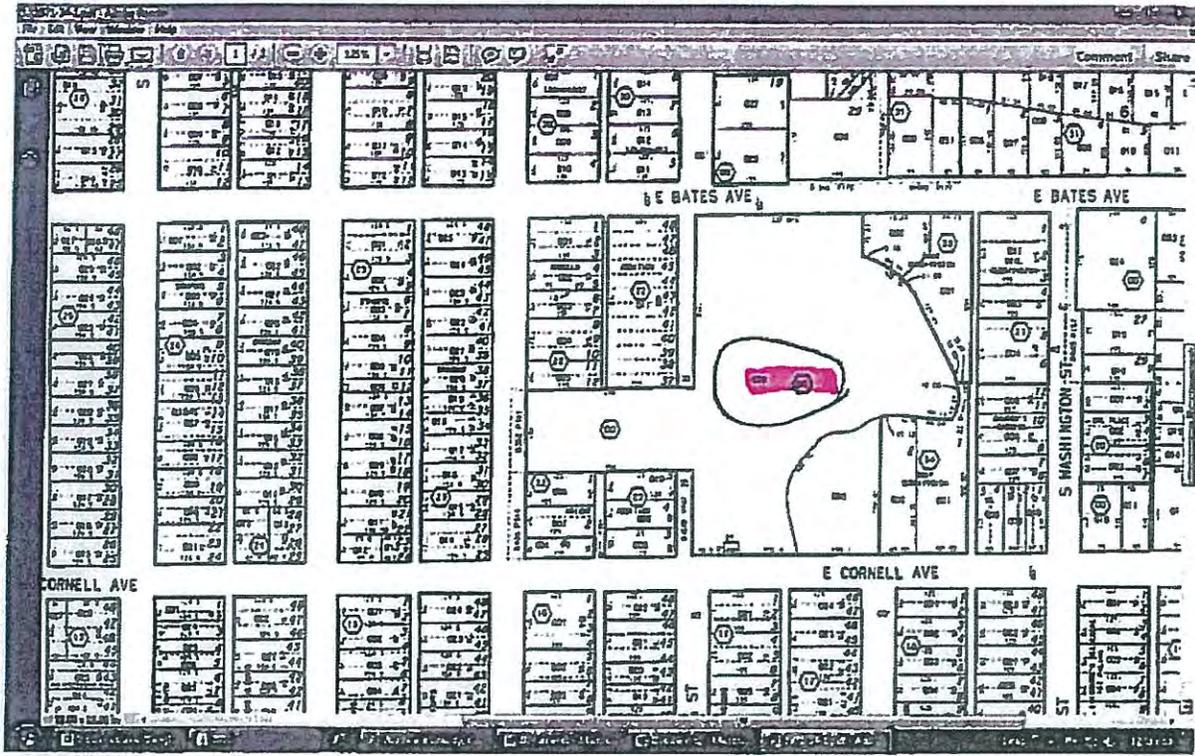
* Not all parcels have available photos / sketches.

In some cases a sketch may be difficult to read. Please contact the Assessors Office for assistance. Measurements taken from the exterior of the build

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[New Search](#)



Bates-Logan Park
031012996

PIN: 031012996
AIN: 1971-34-1-00-038
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Non-Ind Englewood
Neighborhood Code: 3586.00
Acreage: 5.2800
Land Use:
Legal Desc: Beg 840 Ft N & 30 Ft E Of Sw Cor Of Se 1/4 Ne 1/4 Th N 150 Ft Th E 296 Ft Th N 300 Ft Th E 296 Ft Th S 76.6 Ft Th Alg Curve Se 285.1 Ft Th Sw 68.7 Ft Th Nw 122.1 Ft Th Alg Curve Sly & Sely 331.3 Ft Th W 106.4 Ft Th N 25 Ft Th W 25 Ft Th S 25 Ft Th W 56.5 Ft Th N 150 Ft Th W 296 Ft Th To Beg 34-4-68

| | Total | Building | Land |
|----------------------|-----------|-----------------|-----------|
| 2014 Appraised Value | 2,851,960 | 0 | 2,851,960 |
| 2014 Assessed Value | 827,068 | 0 | 827,068 |
| | | 2013 Mill Levy: | 72.800 |

| Land Line | Units | Land Value | Land Use |
|-----------|-----------|------------|------------|
| | 5.2800 AC | 0 | Recreation |

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

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[New Search](#)



CITY OF ENGLEWOOD
PARKS AND RECREATION COMMISSION

January 8, 2015

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Advisory Board Members:

I am writing this letter of support on behalf of the Englewood Parks and Recreation Commission in support of the Englewood Parks and Recreation Department's grant application for Gateway Enhancements in Englewood parks.

Gateway enhancements in the parks will improve the overall perception of Englewood as well as improve the connectivity with park users by clearly identifying park names and locations. Enhancements to the parks gateways will reflect the ongoing improvements taking place in the City of Englewood. These upgrades to the parks will reiterate to the public that the City and the Department of Parks and Recreation values and takes pride their parks and their community.

Thank you for your consideration of the Gateway Enhancements for Englewood Parks.

Sincerely

Chair
Englewood Parks and Recreation Commission



Englewood Schools

A Relentless Focus On Learning

BRIAN K. EWERT
Superintendent of Schools

December 4, 2014

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Dear Board Members,

On behalf of Englewood Schools, I would like to offer my support for an Arapahoe County Open Space Grant that would provide Gateway Enhancements in Englewood parks.

New gateway signs in Englewood parks will enhance the overall image and perception of Englewood. The enhancements to the signs will reflect the transformations and improvements that are taking place within the City of Englewood. The new park signs will also help identify the parks to visitor and resident alike. New park gateway enhancements will convey to the public the pride and dedication that the City has towards its parks and the community.

We support the City's grant application for the Gateway Enhancements in Englewood parks.

Sincerely,

Brian Ewert
Superintendent
4101 S. Bannock St.
Englewood, CO 80110

Roscoe Davidson Administration Building • 4101 S. Bannock St. • Englewood, CO 80110 • Phone: 303-761-7050

December 16, 2014

**Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112**

Dear Board Members,

Advisory Board Members:

I am writing this letter of support for the Englewood Department of Park and Recreation's application for grant funds for the Gateway Enhancements.

As a citizen of Englewood and a neighbor of Belleview Park, I believe that the Gateway Enhancements in Englewood parks will enhance the overall image and perception of the City Englewood.

The upgrades to the signs will reflect the transformations and improvements that are taking place within the City of Englewood. The new park signs will also help identify the parks to visitors and residents alike. New park gateway enhancements will convey to the public the pride and dedication that the City has towards its parks and the community.

Thank you for your consideration for this application.

Sincerely,

**Rick Gillit
4985 S. Lipan Drive
Englewood, CO 80110
(303) 246-4780**



December 4, 2014

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Dear Board Members,

Englewood Unleashed is a non-profit organization which is dedicated to public education for off-leash dog recreation, site selection, park maintenance and fundraising for the City of Englewood's off-leash community. Created in 2004 Englewood Unleashed has been vital in the development of Englewood's first dedicated dog park, Canine Corral, located in Belleview Park, as well as maintained off-leash privileges at four other Englewood Parks.

Englewood Unleashed continues to work with, aid and assist the City of Englewood's City Council, Parks and Recreation Commission and Parks and Recreation Department by raising funds and providing volunteer support to improve and better maintain the off-leash parks in Englewood, in which dogs can exercise without leash restraint in a clean, healthy and safe environment.

Our organization has supported the City with funds for dog park signage in the past and fully supports the City of Englewood's application for Arapahoe County grant funds for the Gateway Enhancements. These enhancements will expand access and connectivity to the parks as well as improve the overall image of Englewood Parks and Recreation and the City of Englewood for all citizens and visitors including those of us with pets.

Sincerely,

Barb Chumley

President, Englewood Unleashed



December 4, 2014

Pirate Youth Sports
Laura Sakry, President
4550 S. Galapago St.
Englewood, CO 80110

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Dear Board Members,

This letter is written on behalf of Pirate Youth Sports. I am writing this letter in support of the grant application for the Gateway Enhancements for Englewood Parks.

Pirate Youth Sports is a non-profit, all volunteer organization that serves the youth of Englewood by providing recreational and competitive sports for boys and girls, first through eighth grade.

Pirate Youth Sports utilizes the parks within Englewood for our various sports and feels that new gateway entrance signs would enhance the City of Englewood's image. The new signs would be one of the first things visitors from outside Englewood would see when they arrive at the park for practices or games. The signs would not only help indicate to residents and visitors that they are at the correct park, but would also make an impression about the park that it is maintained and valued by the citizens of Englewood.

We support the City of Englewood's application for grant funds for the Gateway Enhancements for parks within the City.

Sincerely,

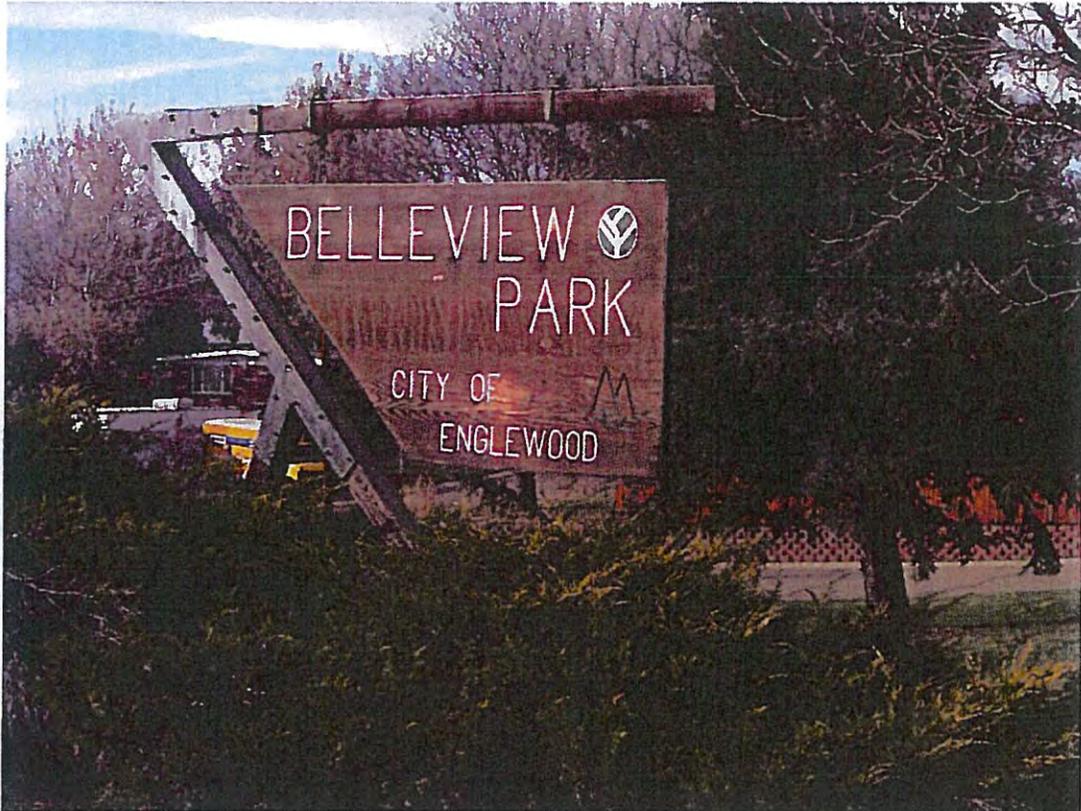
Pirate Youth Sports

Part G Attachments - 5. Documentation of opposition and responses

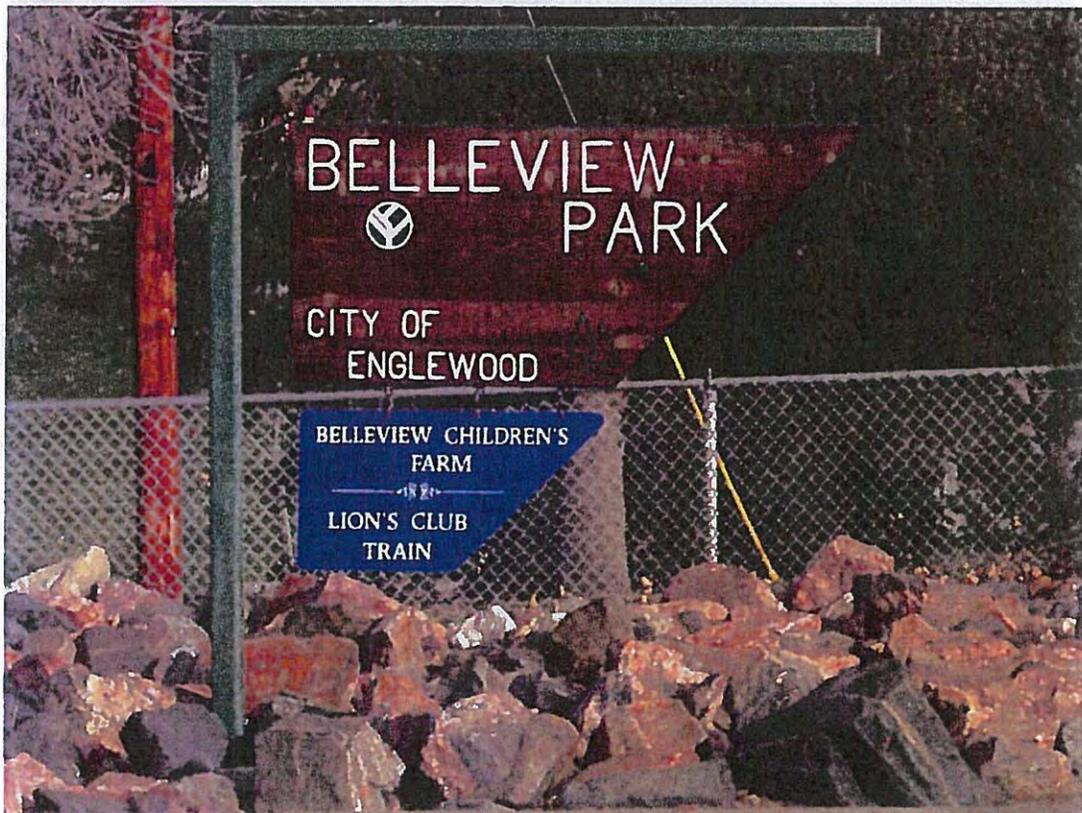
No opposition or responses to include

Part G Attachments - 6. Evidence of commitment from funding partners

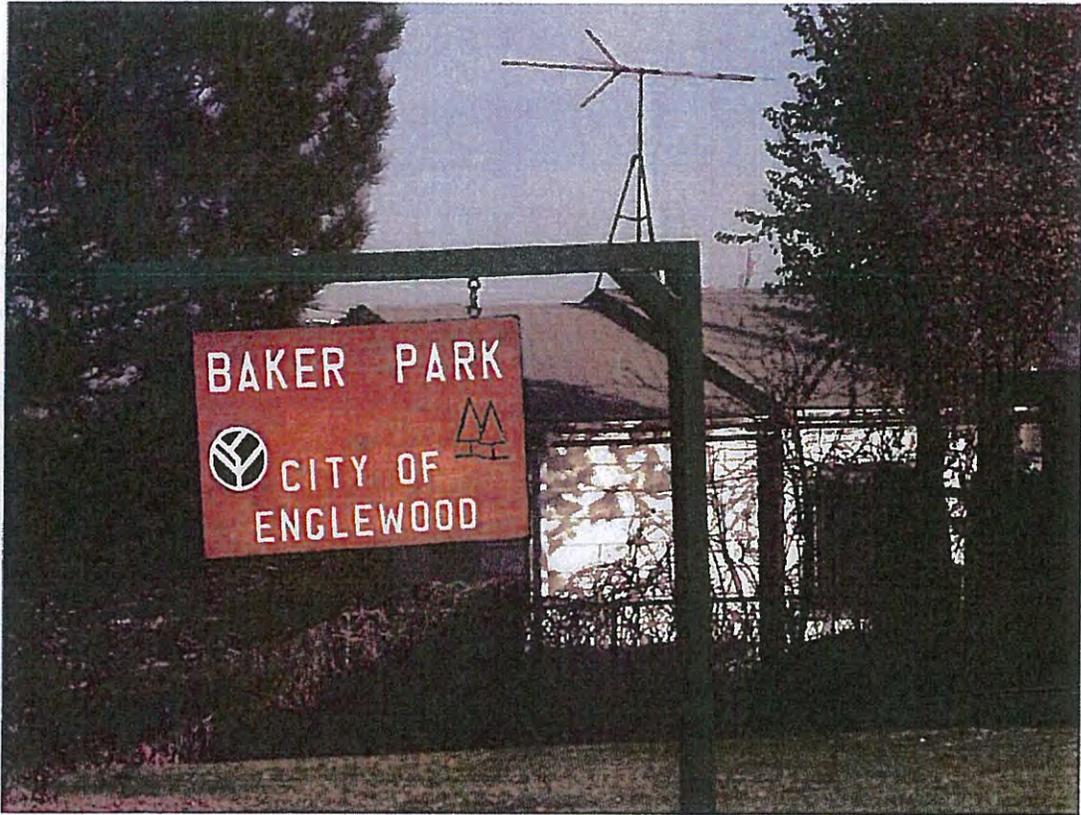
No funding partner commitment to include



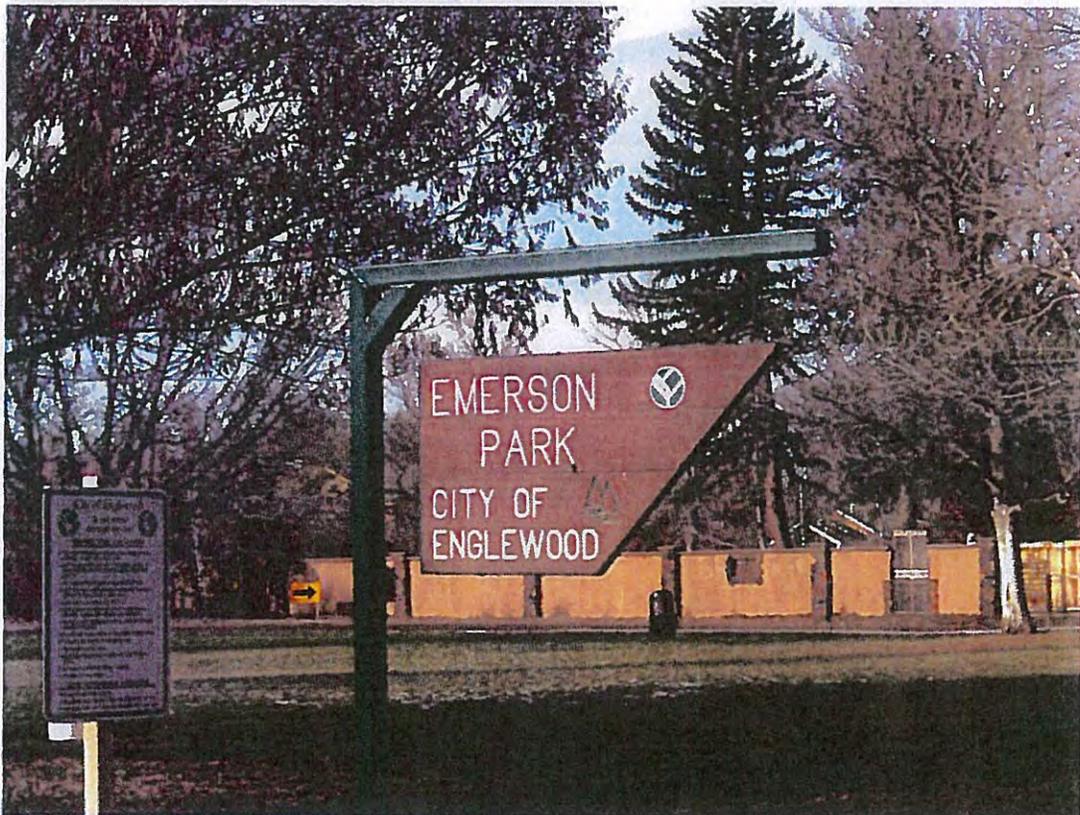
Current Park Signage at Belleview Park



Current Park Signage at Belleview Park



Current Park Signage at Baker Park



Current Park Signage at Emerson Park



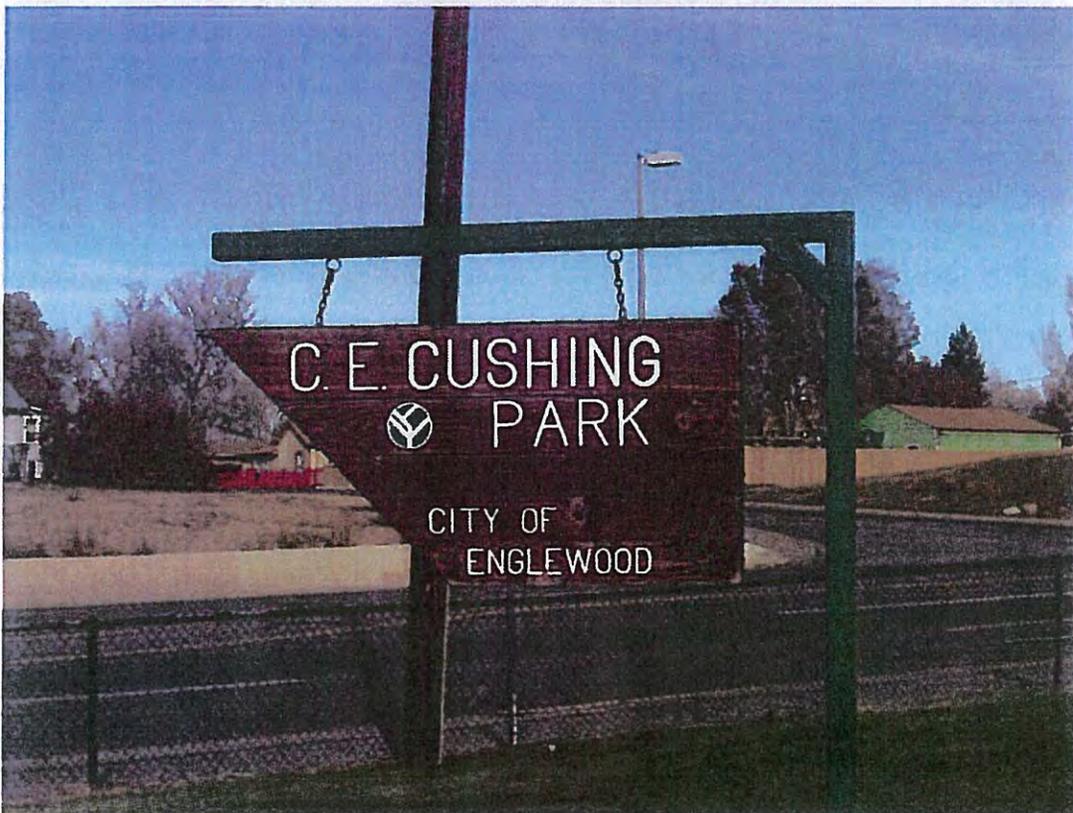
Current Park Signage at Bates-Logan Park



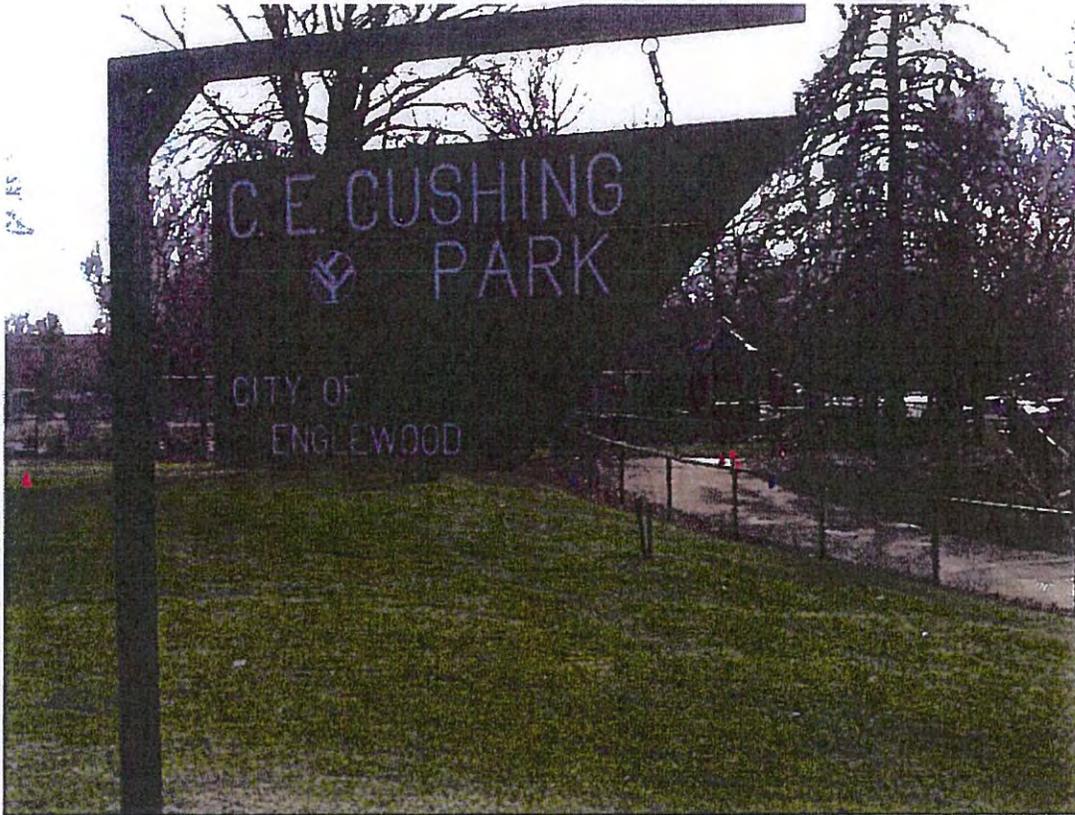
Current Park Signage at Romans Park



Current Park Signage at Romans Park



Current Park Signage at Cushing Park



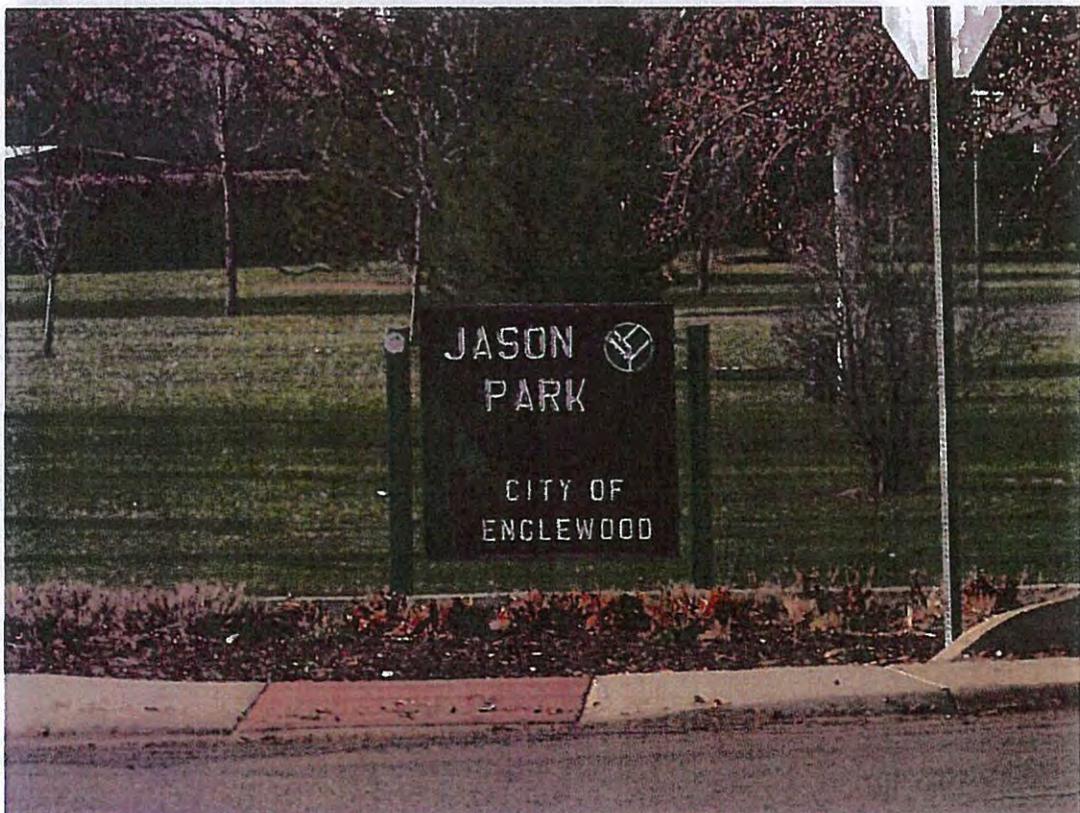
Current Park Signage at Cushing Park



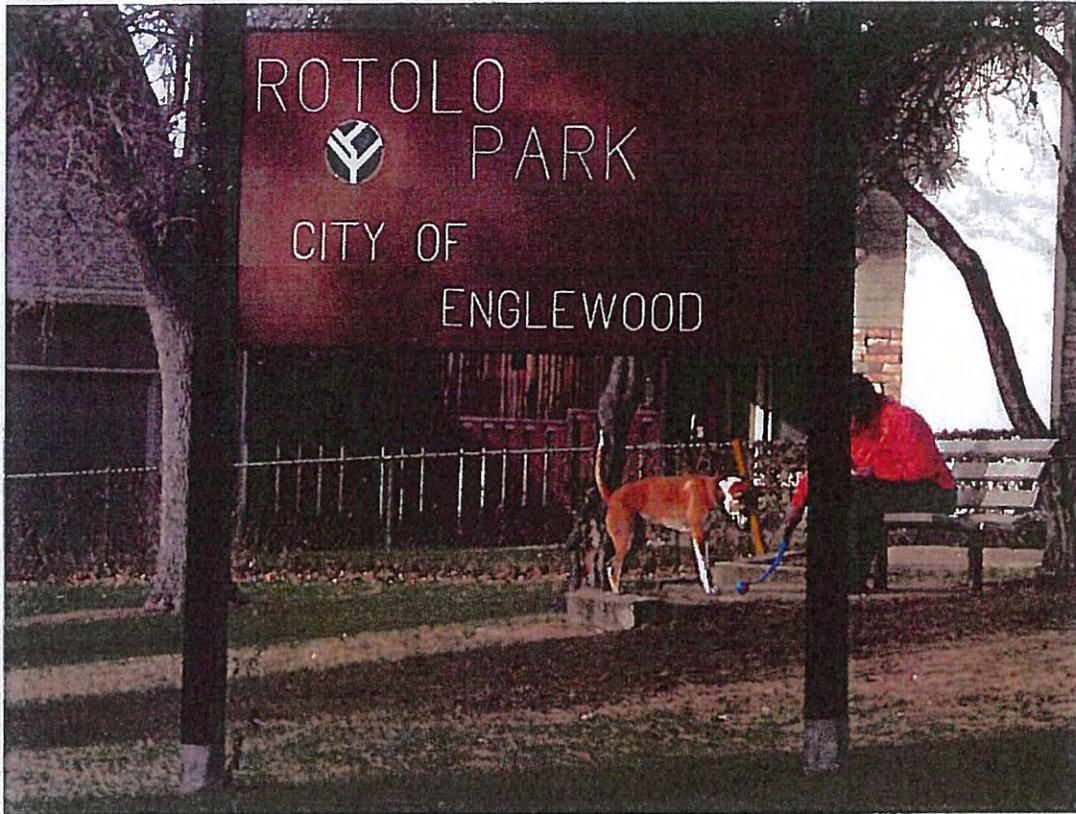
Current Park Signage at Miller Field



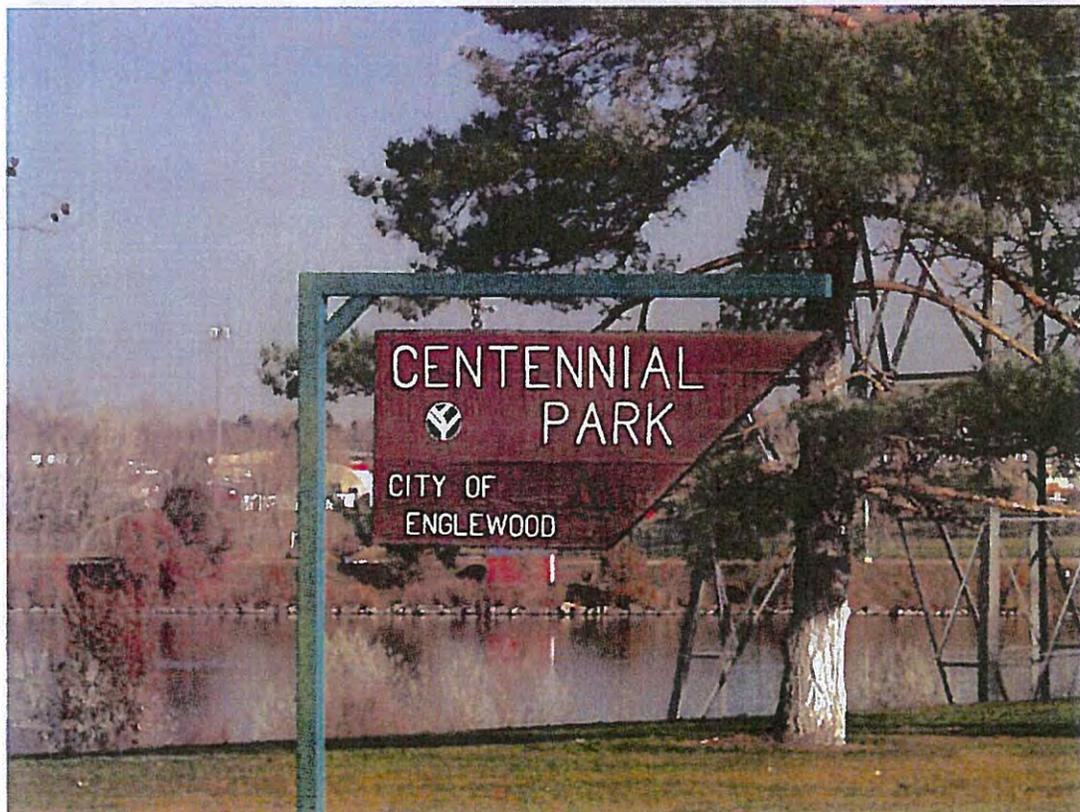
Current Park Signage at Jason Park



Current Park Signage at Jason Park



Current Park Signage at Rotolo Park



Current Park Signage at Centennial Park

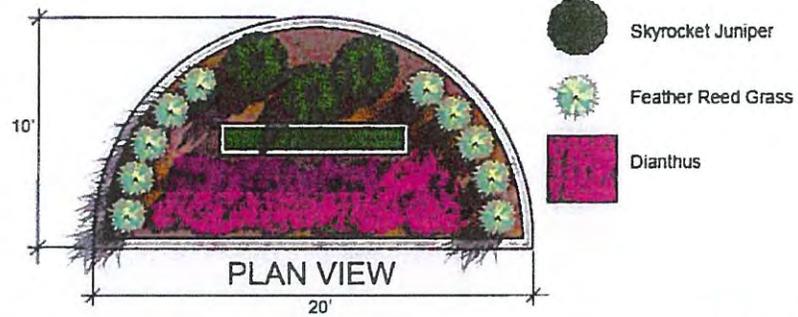
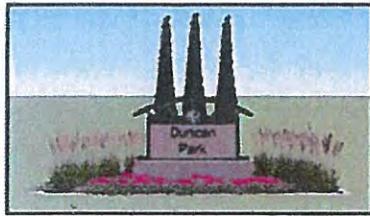


Current Park Signage at Centennial Park



Current Park Signage at Centennial Park

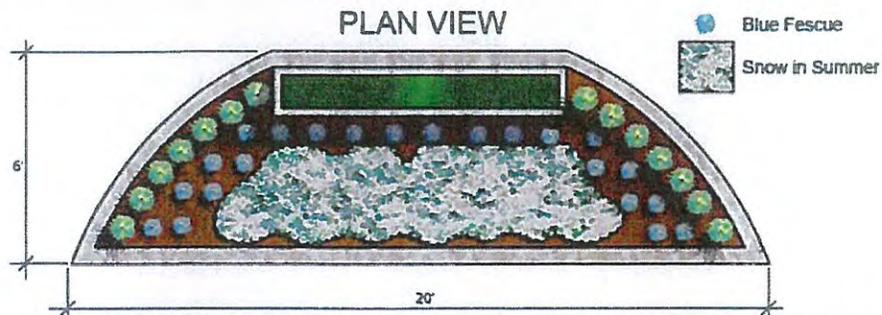
Proposed Landscape Design



CITY OF ENGLEWOOD
LARGE PARK SIGN -IRRIGATED



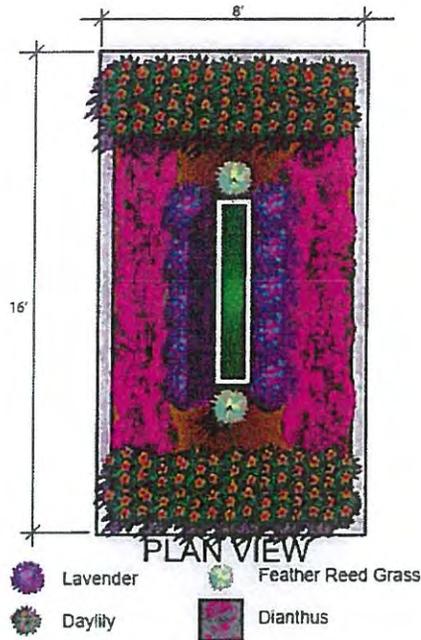
Proposed Landscape Design



CITY OF ENGLEWOOD
LARGE PARK SIGN -NON-IRRIGATED



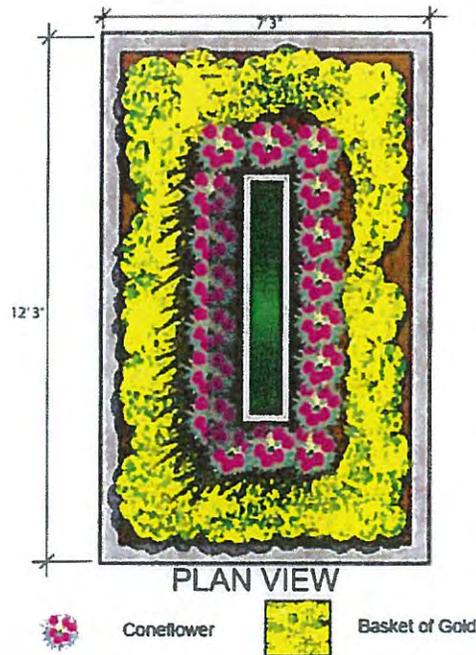
Proposed Landscape Design



CITY OF ENGLEWOOD
SMALL PARK SIGN -IRRIGATED



Proposed Landscape Design



CITY OF ENGLEWOOD
SMALL PARK SIGN -NON-IRRIGATED



Proposed Landscape Design



CITY OF ENGLEWOOD
SIGN- NO PLANT MATERIAL





City of Englewood, Colorado

2015 Arapahoe County
Open Space, Parks, and Trails
Grant Application

Englewood Parks
Signage Modernization

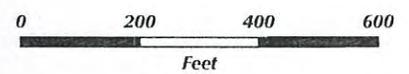
Belleview Park

Site Plan Map

LEGEND

- Sign Locations
- Park Boundary Lines

January 2015



City of Englewood, Colorado

2015 Arapahoe County
Open Space, Parks, and Trails
Grant Application

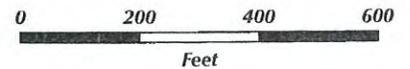
Englewood Parks
Signage Modernization

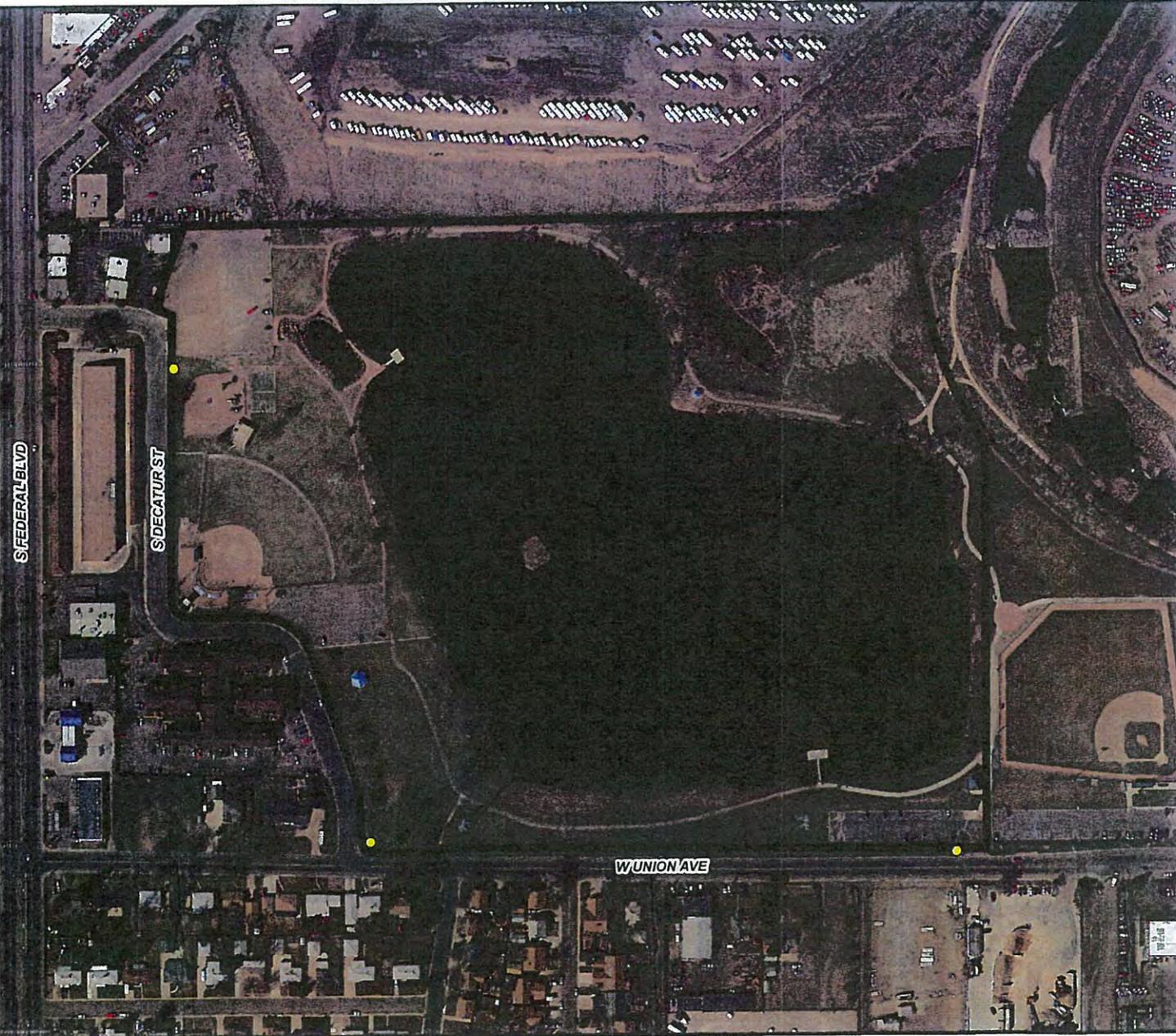
Miller Field,
and Baker, Emerson,
Bates-Logan, Romans,
Jason, and Cushing Parks

Site Plan Map

| LEGEND | |
|---|---------------------|
|  | Sign Locations |
|  | Park Boundary Lines |

January 2015





City of Englewood, Colorado
2015 Arapahoe County
Open Space, Parks, and Trails
Grant Application

Englewood Parks
Signage Modernization

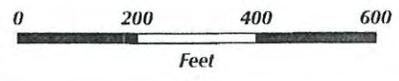
Centennial Park

Site Plan Map

LEGEND

-  Sign Locations
-  Park Boundary Lines

January 2015



Part G Attachments - 9. GIS Shapefile

Included/Submitted in Part G. Attachment 3-

Evidence of Property Ownership

Page 26

Also included on CD

COUNCIL COMMUNICATION

| | | |
|---|------------------------|--|
| DATE: October 18, 1999 | AGENDA ITEM 11 c ii | SUBJECT: Entry Port Monumentation, District Signage, and Parks Signage |
| INITIATED BY: Department of Neighborhood and Business Development | | STAFF SOURCE: Art Scibelli, Business Development Coordinator |

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION:

Quality of life, South Broadway Action Plan action item. No previous Council action.

RECOMMENDED ACTION:

Staff recommends that Council award the design contract to Tacito Design.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED:

Staff interviewed two design consultants for the Entry Port Monumentation, district Signage and Parks Signage contract. Tacito Design has extensive experience designing and constructing public facility signs. Tacito's graphics and designs were more innovative and exciting than those of the competing firm.

This consulting contract is about enhancing Englewood's community image and identity within the metro area - letting people know when they have arrived in Englewood. It ties together the commercial corridors, CityCenter, and parks; one community, one identity. It takes into account the design elements that are already well underway, i.e. CityCenter logo, federal green color (similar to Englewood's new forest green color), banners on South Broadway, ornamental ironwork, colored concrete banding, and median design. It is a design effort that is intended to coordinate common community design elements.

The entry port design proposal includes identity monuments at four key locations; North and South Broadway and East and West Hampden entry ports. Funding has been requested in the FY 2001 and FY 2002 capital budgets to construct these entry ports. District signage will be designed for the four distinct districts along South Broadway. Signage for parks and recreational facilities will be designed concurrently to provide for a unified community design theme throughout Englewood.

REQUEST FOR PROPOSAL

CITY ENTRYWAY MONUMENTATION

Purpose

The City of Englewood is interested in strengthening community image and heightening awareness of Englewood. The selected consultant will assist the City of Englewood in the preparation of design development level Entry Monumentation Concepts (plan, elevation, and details), as well as with public meetings. The Entry Monumentation concepts will be developed in coordination with City staff and citizens and will address topics including potential location, vehicular and pedestrian circulation, the desired image for Englewood, cost, materials, and methods of construction.

Approach

The selected consultant will attend a series of Work Sessions that include City staff, Design Advisory Committee, and residents, as appropriate. The selected consultant will work with the City to generate alternatives for each of four potential locations for evaluation. The alternatives should include visual presentations. The consultant should seek agreement from the City as to which alternative best reflects the tone, style, and image of the corridor and the City. The monuments will be located at the Englewood/Denver border, the Englewood/Littleton border on Broadway, the Sheridan/Englewood border, and the Denver/Englewood border on Hampden Avenue. It is important that each entry reflect a unique nature reflective of the location and neighborhood, and still project a consistency of style through common design elements and/or materials. All entry ports should be representative of an Englewood image. The Englewood image will be developed through discussion with the public, staff, and through review of background materials provided by the City.

The consultant should assist the City in seeking community support by leading meetings as appropriate, and by sharing ideas and listening carefully to community issues. The consultant should be an experienced environmental graphic designer with five or more demonstrable years of experience with civic projects of this scale. Designer must be able to design, document, and manage a large scale project.

Advisory Committee

The selected consultant will work with the Design Advisory Committee for the project consisting of policy-makers, representative South Broadway and Hampden Avenue merchants, residents, and City staff. This Design Advisory Committee would act as a sounding board and advocacy group to guide the work and to communicate with others in their constituencies.

Suggested Scope of Work

- A. Entry Port Design: 4 Key Locations (submit separate proposed budget for this activity)
1. Background Review
 - Review existing information, photos, base maps, background materials prepared and gathered by the City;
 - Review City of Englewood history to assist in creating a design image;
 - Review information for potential locations for monumentation along the South Broadway and Hampden corridors, characteristics, limitations, and opportunities at the following four specific locations:
 - a) Automotive dealerships. Designer should examine city maps to determine exact city boundary location.
 - b) The Hampden Avenue Sheridan/Englewood border (across from City-Center Englewood).
 - c) The northern South Broadway border of Denver and Englewood at Yale Avenue.
 - d) Hampden Avenue Cherry Hills Village/Englewood border.
 2. Public Input
 - The designer shall conduct a total of six meetings with the entry port/banner design team. This committee shall have community and corridor representation.
 - Designer shall discuss issues on potential monumentation locations, principles and objectives for monumentation design, and City image with committee members.
 - Designer shall create a report documenting principles and objectives for the monumentation. This report should take the form of a design intent statement, which shall represent an objective list of criteria to which all parties can agree before design begins. The design intent statement should be a vehicle that allows the design team to build consensus amongst interested parties.
 3. Analysis
 - Prepare draft concept for monumentation locations identified in Item 1 above.
 - a) Southern south Broadway Englewood/Littleton Border;

B. District Signage Design (submit separate proposed budget for this activity):

1. Conduct field review of four districts on South Broadway:
 - a) North Gateway
 - b) Downtown
 - c) Cherryln
 - d) South Gateway
2. Prepare two design concepts for signs in each of the four districts.
3. Present ideas for siting of the signs in each district, i.e., at beginning and end of each district, etc.

C. Parks and Recreation Department Signage (submit separate proposed budget for this activity):

1. Present two design alternatives for common use in 12 of the City's parks. Said design alternatives shall be by the Parks and Recreation Board and subject to refinement after review. Parks are as follows:
 - a) Baker
 - b) Bates/Logan
 - c) Belleview
 - d) Centennial
 - e) Cushing
 - f) Duncan
 - g) Emerson
 - h) Hosana Athletic Complex
 - i) Jason
 - j) Miller Field
 - k) Romans
 - l) Rotolo

f:\dept\nd\group\bus\art\ts. broadway\rfps\entry port monumentation rfp-2.doc

5655 SOUTH YOSEMITE STREET
SUITE 201
GREENWOOD VILLAGE, COLORADO 80111
303 850 9315 FAX
303 850 9197 VOICE

December 16, 1999

Design Intent Statement/ 2nd Draft

The purpose of this Design Intent Statement is to establish goals and objectives for the City of Englewood Signage projects in a manner which will help to build consensus among interested parties. The Design Intent Statement will be used throughout the design process to verify that the design concepts and final solution successfully meet the needs of the project.

These statements are not presented in any particular order.

1. South Broadway shall be the unifying essence of this project's signage efforts.
2. Complement existing and/or planned Englewood Streetscape Program.
3. Strengthen community image, unifying all areas under one civic identity.
4. Entry Port Monuments shall set the design theme. District signage and parks & recreation signage shall follow suit with a "family resemblance" to the Entry Port Monuments.
5. Entry Port Monuments shall emphasize city gateways with large, vehicular-scale element(s) that respect the history of the City and acknowledge pedestrians. These four monuments will be similar to one another, yet allow for the differences in each location.
6. District Signage shall identify unique areas within the City of Englewood, calling attention to each area's amenities, past and/or present. These signs will be similar to one another, yet allow for the differences in each district.
7. Parks and Recreation Signage shall identify and celebrate the presence of City parks and open space, increasing the awareness of vehicular and pedestrian audiences.



**CITY OF ENGLEWOOD
PARKS AND RECREATION COMMISSION**

**May 9, 2002
Englewood Recreation Center, Adult Activity Room
1155 W. Oxford Avenue
5:30pm**

A G E N D A

- I.** Call to Order
- II.** Approval of Minutes for April 11, 2002
- III.** Scheduled Visitors (presentation limited to 10 minutes)
- IV.** Unscheduled Visitors (presentation limited to 5 minutes)
- V.** Park Signage – Lee and Bob Gnaegy, Tacito Design
- VI.** Recreation Project Bond Update – Black
- VII.** Golf Medal Award - Black
- VIII.** Golf Course City Administration Fee - Black
- IX.** Water Issues - Black
- X.** Off-Leash Park Pilot Program Update – Lee
- XI.** Centennial Park Update - Black
- XII.** Cultural Arts Commission Update - Moore
- XIII.** City Center Update – Garrett
- XIV.** Director's Choice
Capital Projects
- XV.** Commission Member's Choice
- XVI.** Adjournment

Attachments

- a. Minutes of April 11, 2002
- b. 2002 Englewood Holiday Parade Memorandum
- c. MOA Design and Build Information
- d. April 28, 2002 *Denver Post* Article regarding Golf Courses
- e. National Senior Health & Fitness Day Flyer
- f. Memorandum from Ben Greene regarding Fires on City Property

Please notify Debby Severa at 303-762-2684 by Tuesday, May 7, 2002
if you are unable to attend.

V. PARK SIGNAGE – LEE AND BOB GNAEGY, TACITO DESIGN

The meeting was turned over to Dave Lee, Open Space Manager, who introduced Bob Gnaegy of Tacito Design. Gnaegy began discussion on park signage for the City by showing Commission members the four designs under consideration. Gnaegy explained that he had been working with Dave Lee, Austin Gomes, and others from Community Development to create a family of signs for Englewood parks. Gnaegy said that the purpose of the signage is to unify and create attention for the park system. Gnaegy explained that the signs would be double-faced and placed in conspicuous locations in each park. Gnaegy added that there was a range of detail options that could change according to budget. Commission members discussed size, maintenance concerns, etc. Chairperson Gomes asked Gnaegy what the cost would be for the signs. Gnaegy responded that the estimate was \$9,000 - \$14,000 apiece if purchased six at a time, including installation. Chairperson Gomes asked Lee to tally Commission members' votes for one of the four designs. Design #2 was chosen. Gnaegy told Commission members that a revised design would be presented to Commission again in the future.

VI. RECREATION BOND PROJECT UPDATE – BLACK

Gary Hultberg, Recreation Manager, announced that the Rec Center and Malley Center parts of the Bond Project were on schedule and on budget. Hultberg said that requests for qualifications had just gone out for the aquatics center, and that construction should begin by February or March of next year. Hultberg added that the aquatics project was expected to be completed by Spring of 2004.

VII. GOLD MEDAL AWARD – BLACK

Black returned discussion to the Gold Medal Award briefly discussed at the beginning of the meeting. Black said that just to be selected as a finalist for the award was very important, and says a lot about Englewood leadership and staff. Black added that this was the Department's second time as a finalist, the last time being in 1970. Chairperson Gomes asked when the award would be presented. Black replied that the announcement would be made at the National Parks and Recreation Association convention in October.

VIII. GOLF COURSE CITY ADMINISTRATION FEE - BLACK

Black announced that the Director of Finance Administration had discussed with him asking the Golf Course to pay an administrative fee to the City of \$130,000 per year. The Director of Finance Administration suggested raising fees \$2 per round to cover the fee. Black and Commission members discussed the importance of keeping the fees low, citing a Denver Post article included in members' packets regarding the current glut of golf courses. Commission member Waldman asked what the administrative fee was for. Black replied that it is to cover services that other departments (Human Resources, City Attorney, etc.) do for the Golf Course. Discussion ensued. Council Member Garrett added that City Council is looking at all enhancements and cutbacks to balance the City's revenue shortfall. Jerrell Black mentioned the possibility of getting the funds from the Golf Course's reserve fund of \$600,000, but added that there were numerous other Golf Course projects that have been projected for those funds. The Commission was not in support of raising golf fees or using funds from the Golf Fund balance. Council Member Garrett said he would convey the Board's concerns to City Council.

City of Englewood
PARKS AND RECREATION COMMISSION
Minutes of October 11, 2012

I. Call to Order

The regular monthly meeting of the Englewood Parks and Recreation Commission was called to order at 5:30 p.m. by Chairperson Gomes at the Malley Recreation Center, 3380 S. Lincoln Street.

Present: Austin Gomes, Chairperson
Mitch Waldman, Vice Chairperson
Mark Husbands, Commission Member
Duane Tucker, Englewood Schools Liaison
Donna Schnitzer, Cultural Arts Commission Liaison
Jerrell Black, Ex-Officio

Absent: Douglas Garrett, Commission Member
Karen Miller, Commission Member
Bob McCaslin, City Council Liaison

Also Present: Dave Lee, Manager of Open Space
Joe Sack, Recreation Manager
Bob Spada, Golf Manager
Joyce Musgrove, Recreation Program and Facility Supervisor

II. Approval of Minutes

Chairperson Gomes asked if there were any changes or corrections to the minutes of September 13, 2012. Director Black noted that the location of the meeting was incorrect and should read the Englewood Recreation Center. The minutes were approved as amended.

III. Scheduled Public Comment

There were no scheduled guests.

IV. Unscheduled Public Comment

There were no unscheduled guests.

V. Park Signage

Dave Lee, Manager of Open Space, told the Board that in 2002, new park signage information was brought to the Board for its review and approval. Lee distributed to the board members four examples of park signage that was shown to the Board in 2002. Lee noted that the Board chose option #2. Lee went on to explain that he wanted to bring forth discussion on the signage again because of wanting new signage at Duncan Park when it is developed.

Englewood Schools Liaison Duane Tucker asked if there were any other reasons besides aesthetics that Design #2 was chosen. Lee replied no, explaining that the current signage is very outdated, dating back to the 1970's. Lee stated that in

2002, the City had decided to move forward with new signage for the four entry points into Englewood but then the economy changed and it was put on the back burner. Black explained that Community Development had contracted with Tacito Design to look at signage for the entry points into Englewood so the Department decided to partner with Community Development and have Tacito Design come up with some designs for park signage. Black reported that the Department spent approximately \$15,000 for the conceptual designs. Discussion followed.

Gomes asked where the new signage would be placed. Lee stated that the new signs would go where the existing park signs are with additional smaller scale signs going in at the secondary entries. Board members were told that the price listed on the information they received is 2002 dollars. Lee told the Board that the purchase of the new signage would be spread out, and not done all at once. Black explained to the Board that they wanted to have the Board look at the signage now so when they start developing Duncan Park, things will be in place. Discussion followed. The question was asked in regard to damage and vandalism to the signs. Black stated that the Department wants to make sure that part replacement is key and anything that is damaged or vandalized can be fixed or replaced.

Discussion followed in regard to board members choice for signage. Design #2 was the Board's preference.

A motion was made by Vice Chairperson Waldman and seconded by Commission Member Husband recommending that design option 2 be pursued for park signage for the City of Englewood parks.

**Ayes: Gomes, Waldman, Husband, Schnitzer, Tucker
Nayes: None
Motion passed.**

VI. 2013 Budget

Discussion turned to an update on the 2013 budget. Black stated that the 2013 budget will be going to second reading at Monday night's City Council meeting. Board members were told that Council had requested a two percent reduction in 2012 budgets with another two percent reduction going into 2013. Black explained that for Parks and Recreation, the reduction meant the elimination of a full-time Program Administrator position. Black reported that City Council is now requesting another one percent reduction going into 2013. Board members were told that the additional one percent reduction will mean the elimination of the Youth Program Administrator in addition to all youth programs, impacting approximately 7,000 participants. Black reported that at Monday night's City Council work session, Council decided to accept the budget as is without the additional one percent reduction and look at it again in February after holiday sales. Black noted that Council will vote Monday night as part of the second reading. Black told the Board that he needs to iterate that the budget cuts are way beyond a little here and a little there, that it is now into personnel and program cuts.

VII. Recreation Update

Recreation Manager Joe Sack gave an update on Department events. In regard to the Freedom Service Dog's Festival of the Bastardino that was held on Saturday, September 8th in Belleview Park and Pirates Cove, Sack reported that they have recently met with staff from Freedom Service Dogs for a debriefing. Sack passed

City of Englewood
PARKS AND RECREATION COMMISSION
Minutes of November 15, 2012

I. Call to Order

The regular monthly meeting of the Englewood Parks and Recreation Commission was called to order at 5:30 p.m. by Chairperson Gomes at the Broken Tee Englewood Golf Course Maintenance Facility at 4000 S. Clay Street.

Present: Austin Gomes, Chairperson
Mitch Waldman, Vice Chairperson
Douglas Garrett, Commission Member
Karen Miller, Commission Member
Bob McCaslin, City Council Liaison
Duane Tucker, Englewood Schools Liaison
Jerrell Black, Ex-Officio

Absent: Mark Husbands, Commission Member
Schnitzer, Cultural Arts Commission Liaison

Also Present: Dave Lee, Manager of Open Space
Joe Sack, Recreation Manager
Bob Spada, Golf Manager
Wayne Niles, Golf Course Superintendent

II. Approval of Minutes

Chairperson Gomes asked if there were any changes or corrections to the minutes of October 11, 2012. There were none. The minutes were approved as presented.

III. Scheduled Public Comment

There were no scheduled guests.

IV. Unscheduled Public Comment

There were no unscheduled guests.

V. Arapahoe County Open Space Grants

Recreation Manager Joe Sack told the Board that the Department has received the unfortunate news from GOCO that it was not successful with its grant application for the development of Duncan Park. Sack reported that it was very competitive with forty seven grant applications requesting approximately \$11.7 million and only nine grants awarded in the amount of \$2.2 million. Sack stated that the Department will be contacting GOCO to get feedback on its application and will also be moving forward with its grant application with Arapahoe County Open Space. Discussion followed.

A motion was made by Commission Member Douglas Garrett and seconded by Commission Member Karen Miller in support of the

Department of Parks and Recreation grant application submittal with Arapahoe County Open Space for the development of Duncan Park.

Ayes: Gomes, Waldman, Garrett, Miller, McCaslin, Tucker
Nays: None

The motion passed.

VI. Parks Signage

In regard to last month's discussion on park signage, Open Space Manager Dave Lee reported that he now has five renditions of the sign (Option 2) that the Board had selected. Pictures of the five renditions were distributed to board members for their favorite. Lee explained that the signs are aluminum powder coated with epoxy paint and the letters are epoxied or glued on. Lee also noted that the logos are solid all the way through and the signs are all easily maintained. Vice Chairperson asked if the signs are one or two sided. Lee answered both. Englewood Schools Liaison Duane Tucker asked in regard to prices for the five renditions. Lee replied that they are all the same price. Tucker asked if any of them fit in with existing signage. Lee replied that Option 1 fits in with signage at the Civic Center. Following discussion, board members agreed that their preference is Option 1b with the flattened roof design from option 1a.

VII. Golf Course Restaurant

Bob Spada, Golf Manager, informed the Board that the restaurant contract with Jim Dadiotis, The Grill at Broken Tee, LLC will end on December 31, 2012 after eight years. Board members were told that the City went out to bid and only one bid was received. Spada noted that the one bid is from a vendor that comes with a lot of experience. Spada stated that they will be going to City Council on December 3rd for formal approval of the contract and the new vendor will begin on January 1, 2013. The Board was told that the restaurant will be shut down for the first week to do some maintenance work. Discussion followed in regard to the new owner, Craig Caldwell, and his experience. Waldman asked in regard to Dadiotis. Spada replied that he did not bid.

VIII. Centennial Park Cyclo-Cross Race

In regard to last month's discussion on the request to hold a cyclo-cross event at Centennial Park on Thanksgiving Day, Lee reported that the group has decided to hold the race somewhere else. Lee stated that the group has said that they would still like to hold a race at Centennial Park sometime next year.

IX. Cultural Arts Commission Update

Black reported that the Cultural Arts Commission is currently considering several projects that it can do.

X. Director's Choice

Black told board members that generally in December a board meeting is not held and if the board agrees, the December meeting will be cancelled. However, Black explained that if any member wants a meeting or has an issued that they feel

City of Englewood
PARKS AND RECREATION COMMISSION
Minutes of January 10, 2013

I. Call to Order

The regular monthly meeting of the Englewood Parks and Recreation Commission was called to order at 5:30 p.m. by Vice Chairperson Waldman at the Englewood City Center, City Council Conference Room, 1000 Englewood Parkway.

Present: Mitch Waldman, Vice Chairperson
Douglas Garrett, Commission Member
Mark Husbands, Commission Member
Karen Miller, Commission Member
Bob McCaslin, City Council Liaison (arrived at 5:40pm)
Duane Tucker, Englewood Schools Liaison
Donna Schnitzer, Cultural Arts Commission Liaison
Jerrell Black, Ex-Officio

Absent: Austin Gomes, Chairperson

Also Present: Dave Lee, Manager of Open Space
Joe Sack, Recreation Manager
Bob Spada, Golf Manager
Jeff Jones, Recreation Program/Facility Supervisor

II. Approval of Minutes

Vice Chairperson Waldman asked if there were any changes or corrections to the minutes of November 8, 2012. There were none. The minutes were approved as presented.

Vice Chairperson Waldman asked if there were any changes or corrections to the minutes of December 13, 2012. There were none. The minutes were approved as presented.

III. Scheduled Public Comment

There were no scheduled guests.

IV. Unscheduled Public Comment

There were no unscheduled guests.

V. Park Signage

Recreation Manager Dave Lee informed board members that in their packet are examples of park signage with the changes that they had recommended at last month's meeting. Lee told the Board that the first sign in the packet is the Park Identification Sign that will be placed at the main entrance into the park. The second sign is the Small Park Identification Sign that will be placed at secondary entrances to the park. Lee reported that the other signs in the packet are examples of the Rules and Regulations sign and a park reservation information sign. Lee pointed out the Rules and Regulations sign will now include a QR Code

that will link the customer to the City's website. Commission Member Mark Husbands asked if park reservations can be made online. Lee stated that at this time they cannot. Recreation Manager Joe Sack reported that plans are to have online facility reservations in place later in the year. In regard to the park signage, commission members stated that they thought the new signage looked great.

VI. Duncan Park Grant Update

Before discussion went to an update on the Duncan Park grant applications, Sack introduced Jeff Jones, the new Recreation Program & Facility Supervisor for the Englewood Recreation Center and stated that Jeff has been the Adult Sport Recreation Program Administrator for the City of Englewood for the last twenty years. Sack told the Board that the Department is very excited to have Jeff step up into the new position. Jeff told the Board about himself and his new responsibilities.

Discussion turned to an update on grant applications for Duncan Park. Lee informed the Board that as they are aware, the Department was unsuccessful with its GOCO grant application in August of last year. Lee reported that he and Sack have been working diligently on an Arapahoe County Open Space grant application that will be due the beginning of February and another grant application for GOCO that is due in early March. Lee explained that they will be requesting \$250,000 from Arapahoe County and \$350,000 from GOCO. Waldman asked what the Department will do if it is unsuccessful with the grants. Lee replied that they will phase the project.

VII. Intergovernmental Agreement/Facility Usage, Englewood Schools

Black informed the Board that the Department of Parks and Recreation and Englewood Schools are considering partnering together for an Arapahoe County Open Space grant for a synthetic turf field at Englewood High School. Black explained that a stipulation to all grant applications is that before the grant application can be submitted, all Intergovernmental Agreements need to be in place and finalized so a meeting has been scheduled with Brian Ewert, Englewood Schools Superintendent, to discuss the agreement. Black said that they hope to have the agreement completed in six months. Commission Member Miller asked where the field will be. Black explained that it is the practice field behind the stadium. Black then stated that they will be losing one of the fields at Hosanna which will result in lost revenue for the City. The Board was told that the School District has been very accommodating, agreeing that if a field is lost, the City can use the new synthetic turf field to compensate for lost revenue. Black discussed the current Intergovernmental Agreement that is in place between the City and School District and plans to revisit it and condense all City/School IGA agreements for inside and outside facility usage into one agreement. Black stated again that it is their hope to have the agreement in place by mid-year so can they can submit a grant application for 2014 funding.

Waldman asked if the Department applies for an Arapahoe County grant for Duncan Park and then the Arapahoe County grant with the School District, will Arapahoe County award both grants. Black stated that he has seen agencies receive two grants though it is more unusual than common. Black said that GOCO will not award more than one grant to an entity per grant cycle while Arapahoe County will award up to two grants to an entity per cycle.

Part G Attachments - 10. Other- Tacito Design- Total Design Fee Contract Amount

TuCito Design, Inc.
5690 DTC Boulevard
Suite 220 East Tower
Englewood, Colorado 80111
303.850.9197
FAX 303.850.9315



Invoice #02095

July 18, 2002

Dave Lee
Parks & Recreation
City of Englewood
1155 West Oxford Avenue
Englewood, Colorado 80110

Re: Parks & Recreation Signage

PO #020187

| | | |
|--|-------------------|-------------|
| Total design fee contract amount, Parks & Recreation Signage | | \$15,500.00 |
| Fee deposit, 25% of total design fee contract amount, PAID | | <3,875.00> |
| Work to date, to 80% completion | \$8,525.00 | <8,525.00> |
| Color laserprints for client coordination | 120.00 | |
| Large format color output & mounting for Parks Commission presentation | 112.37 | |
| Total due, this invoice | \$8,757.37 | |
| Design fee balance (50%) | | \$3,100.00 |

Payment due August 2, 2002.

Thank you

Federal Taxpayer
Identification Number: 841 069 281



7353 S. Alton Way, Suite 125
Centennial, Colorado 80112
phone 303.804.0080
fax 303.804.0070

design group, inc. www.pkmdg.com

Invoice

| Date | Invoice # |
|------------|-----------|
| 12/30/2014 | 1903 |

| |
|----------------|
| Bill To |
|----------------|

Dave Lee
City of Englewood
Englewood Rec Center
1155 W. Oxford Ave.
Englewood, Colorado 80110

| |
|----------------|
| Project |
|----------------|

Park Sign Graphics

| |
|---------------|
| Period |
|---------------|

Nov/Dec 2014

| Item | Description | Qty | Rate | Amount |
|--------------|---|------|--------|--------|
| Field Review | P.Miers - field review with Dave Lee | 1 | 130.00 | 130.00 |
| Graphics | P.Hendrix - sign graphics for Arapahoe County Grant | 26.5 | 36.80 | 975.20 |

Make payments to PKM Design Group, Inc.
7353 S. Alton Way, Suite 125, Centennial, CO 80112.
Please direct all billing questions to Patricia Miers at
303.804.0080 or at

| | |
|--------------|-------------------|
| Total | \$1,105.20 |
|--------------|-------------------|

COUNCIL COMMUNICATION

| | | |
|---|--|---|
| Date June 15, 2015 | Agenda Item 9 a ii | Subject Bill for ordinance authorizing an intergovernmental agreement for Arapahoe County Open Space grant award for the construction of RiverRun Trailhead Phase I |
| Initiated By Department of Parks and Recreation | Staff Source Joe Sack, Recreation Services Manager | |

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Mission: To promote and ensure a high quality of life, economic vitality, and a uniquely desirable community identity.

Vision: To promote and ensure a high quality of life, economic vitality, and a uniquely desirable community identity by proactively collaborating with our citizens and businesses, developing a safe environment, creating opportunity, and through the provision of reliable, affordable and flexible services.

Previous Action: Resolution No. 6, Series of 2015, authorizing the City's Arapahoe County Open Space grant application for the construction of the RiverRun Trailhead Phase I.

Council Bill No. 56, Ordinance No. 50, series of 2014, authorizing an Intergovernmental Agreement regarding the construction of drainage and flood control improvements for South Platte River at Oxford Avenue between the Urban Drainage and Flood Control District, the Colorado Water Conservation Board and Arapahoe County by adding the City of Englewood, the City of Sheridan and the South Suburban Parks and Recreation District as participants.

Council Bill No. 41, Ordinance No. 38, Series of 2011, authorizing an Intergovernmental Agreement accepting the 2010 Riverside Park Planning grant between Arapahoe County and the City of Englewood, Colorado.

Resolution No. 89 Series of 2010, in support of the City's Arapahoe County Open Space (ACOS) grant application for the Riverside Park Planning grant.

RECOMMENDED ACTION

Staff recommends that City Council adopt a bill for an ordinance authorizing an intergovernmental agreement between the City of Englewood and Arapahoe County for the ACOS Grant award to construct the RiverRun Trailhead Phase I.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Council authorized the application and acceptance of the Riverside Park planning grant in 2011. In 2014 Council authorized an Intergovernmental agreement with Urban Drainage and Flood Control District to complete the design of the site. Urban Drainage Flood Control District (UDFCD) is managing the river

corridor project in partnership with City of Englewood, City of Sheridan, South Suburban Parks and Recreation District, Colorado Water Conservation Board and Arapahoe County Open Space (ACOS) as part of the South Platte Working Group. The South Platte Working Group members agreed that the river downstream of Oxford Avenue provided recreational and economic benefits for the entire region and this area was identified as RiverRun Trailhead. On January 20, 2015, Council adopted and approved a resolution authorizing the ACOS grant application for the construction of the RiverRun Trailhead Phase I.

The RiverRun Trailhead is a construction project along the South Platte River and Oxford Avenue. The Trailhead is destined to become a major focal point for bikers using the Mary Carter Greenway Trail as well as river enthusiasts enjoying kayaking, fishing and swimming. The Trailhead amenities will include a large park pavilion, playground, restroom facilities, ADA access to the South Platte River and regional trail access.

The RiverRun Trailhead will be completed in multiple phases. Phase 1 - Site Preparation will include removal of existing improvements, erosion and sediment control, construction surveying, earthwork and stormwater facilities. This grant award is for Phase 1 only.

FINANCIAL IMPACT

The Arapahoe County Open Space grant award is for \$300,000 in grant funds with a required City cash match of \$100,000 (Budgeted-\$75,000 Arapahoe County Shareback Funds, \$25,000 Conservation Trust Funds).

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 25
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT ACCEPTING A 2015 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS PROJECT NAME: RIVERRUN TRAILHEAD PHASE I, BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO.

WHEREAS, the Englewood City Council authorized the application and acceptance of the Riverside Park planning grant in 2011, and in 2014 City Council authorized an Intergovernmental agreement with Urban Drainage and Flood Control District to complete the design of the site; and

WHEREAS, Urban Drainage Flood Control District (UDFCD) is managing the river corridor project in partnership with the City of Englewood, City of Sheridan, South Suburban Parks and Recreation District, Colorado Water Conservation Board and Arapahoe County Open Space as part of the South Platte Working Group; and

WHEREAS, the South Platte Working Group members agreed that the river downstream of Oxford Avenue and is destined to become a focal point for bikers using the Mary Carter Greenway Trail as well as river enthusiasts enjoying kayaking and fishing; and

WHEREAS, these Trailhead amenities will include a large park pavilion, playground, restroom facilities, and ADA access to the South Platte River and regional trails; and

WHEREAS, the RiverRun Trailhead will be completed in multiple phases. Phase I – Site Preparation will include removal of existing improvements, erosion and sediment control, construction surveying, earthwork and stormwater facilities; and

WHEREAS, the Trailhead will be located on property owned the by the City of Englewood next to the Broken Tee Golf Course which is located in the City of Sheridan; and

WHEREAS, the City Council of the City of Englewood authorized an Intergovernmental Agreement accepting the 2010 Riverside Park Planning grant between Arapahoe County and the City of Englewood by the passage of Ordinance No. 38, Series of 2011; and

WHEREAS, the City Council of the City of Englewood authorized and intergovernmental agreement regarding the construction of drainage and flood control improvements for South Platte River at Oxford Avenue between the Urban Drainage and Flood Control District, the Colorado Water Conservation Board and Arapahoe County by adding the City of Englewood,, the City of Sheridan and the South Suburban Parks and Recreation District as participants by the passage of Ordinance No. 50, Series of 2014; and

WHEREAS, the City Council of the City of Englewood supported the City's Arapahoe County Open Space (ACOS) Grant application for RiverRun Trailhead Phase I by passage of Resolution No. 6, Series 2015; and

WHEREAS, the City of Englewood was awarded the 2015 Grant of Arapahoe County Open Space Program Finds Project Name: RiverRun Trailhead Phase I in an amount not to exceed \$300,000; and

WHEREAS, the passage of this Ordinance authorizes the City of Englewood to accept the Arapahoe County Open Space Grant for the construction of the RiverRun Trailhead Phase I; and

WHEREAS, there are no federal funds being used for this grant for RiverRun Trailhead Phase I.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of the Arapahoe County Open Space 2015 Grant for RiverRun Trailhead Phase I, attached hereto as Exhibit 1.

Section 2. The Mayor is authorized to execute and the City Clerk to attest and seal the Intergovernmental Agreement accepting a 2015 Grant of Arapahoe County Open Space Program Funds Project Name: RiverRun Trailhead Phase I, on behalf of the City of Englewood, Colorado.

Section 3. No federal funds are being used for this grant for RiverRun Trailhead Phase I.

Introduced, read in full, and passed on first reading on the 15th day of June, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 18th day of June, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 17th day of June, 2015 for thirty (30) days.

Linda Olson, Mayor Pro Tem

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 15th day of June, 2015.

Loucrishia A. Ellis

**INTERGOVERNMENTAL AGREEMENT REGARDING
2015 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS
PROJECT NAME: RIVERRUN TRAILHEAD PHASE I**

This Intergovernmental Agreement ("Agreement"), is made and entered into by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO**, (the "County") and **THE CITY OF ENGLEWOOD**, a municipality and political subdivision of the State of Colorado (the "Grantee") (collectively, "Parties" and individually a "Party").

WHEREAS, on November 4, 2003, and on November 1, 2011, the voters of Arapahoe County approved a county-wide sales and use tax to be deposited in the Arapahoe County Open Space Fund and used for specified open space purposes as set forth in County Resolution No. 030381, as amended by Resolution No. 110637 (Open Space Resolution); and

WHEREAS, the Open Space Resolution authorizes the County to award discretionary grants from its Open Space Fund to municipalities and special districts, as more fully set forth therein; and

WHEREAS, on May 12, 2015 the County approved the Grantee's Grant Proposal for the River Run Trailhead Phase I Project ("Grant Project"), which is attached hereto and incorporated by reference herein as Exhibit A, subject to the execution of an intergovernmental agreement and subject to the terms and conditions contained herein; and

WHEREAS, this intergovernmental agreement is authorized by Article XIV, Section 18 of the Colorado Constitution and COLO. REV. STAT. § 29-1-203.

NOW, THEREFORE, the County and the Grantee agree as follows:

1. Amount of Grant. The County hereby awards Grantee an amount not to exceed **\$300,000** ("Grant Funds") for the Grant Project from the Arapahoe County Open Space Fund.
2. Use of Grant Funds. The Grantee agrees that it shall only use the Grant Funds for the Grant Project, as described in Exhibit A.
3. Disbursement of Grant Funds. Subsequent to execution of this Agreement, the Grant Funds shall be paid via ACH transfer on a reimbursement basis upon receipt of the approved status reports and documentation of expenditures as outlined in Paragraph 10 below and no more often than quarterly. No more than 75% of the grant funds will be reimbursed prior to the Final Report approval. The final 25% of grant funds will be reimbursed following the project inspection and review and approval of the Final Report and project deliverables
3. Time for Use of Grant Funds. The Grantee agrees that the Grant Project must begin within 45 days of the award notification. The Grantee agrees that the Grant Project will be completed and the Grant Funds will be expended by no later than

two years from the date of this fully executed Agreement, unless a longer period of time is otherwise agreed to by the County in writing. The Grantee understands and agrees that if the Grant Project cannot be completed by the end of the agreed upon time period the County may require that the Grant Funds be refunded to the County Open Space Grant Fund, be re-distributed to another agency and/or be used for another viable and timely grant project.

4. Interest on Grant Funds. The Grantee further agrees that, after receipt of the Grant Funds, the Grantee will use any interest earned on the Grant Funds only for the Grant Project as set forth in Exhibit A.
5. Administration of Grant Project. The Grantee shall be responsible for the direct supervision and administration of the Grant Project. The County shall not be liable or responsible for any cost overruns on the Grant Project, nor shall the County have any duty or obligation to provide any additional funding for the Grant Project if the Grant Project cannot be completed with the awarded Grant Funds. Grantee also agrees to comply with all local, state and federal requirements while completing the Project unless specifically waived.
7. Grant Project Site Visits. Upon 24 hours written notice to the Grantee, the Grantee agrees to allow the County to make site visits before, during, at the completion of and/or after the Grant Project.
8. Acknowledgement of County by Grantee. The Grantee agrees to acknowledge the County as a contributor to the Grant Project in all publications, news releases and other publicity issued by the Grantee related to the Grant Project and agrees to allow the County to do the same. If any events are planned in regards to the Grant Project, the County shall be acknowledged as a contributor in the invitation to such events. Grantee shall cooperate with the County in preparing public information pieces, providing photos of the Grant Project from time to time, and providing access to the Grant Project for publicity purposes. Event information, event materials and press release information related to the Grant Project must be sent to the County Grant Administrator for review and filing.
9. Required Sign at Project Site. The County agrees to purchase a standard sign for each grant project. Grantee agrees to pay the sign cost to the County for each grant project. Grantee agrees to erect and permanently maintain at least one sign in a publicly visible area in recognition of the Grant from the Arapahoe County Open Space Program. If the Grantee wishes to use their own sign and design, the Grantee must submit the sign location, design, and wording to the County Grant Administrator for approval prior to manufacture and/or installation of such sign. Such sign shall be erected prior to the completion of the Grant Project or its public opening, whichever is earlier.
10. Report Requirements. On or before **January 31st and July 31st annually**, the Grantee agrees to provide the County with Grant Project Progress Reports that conform to the format provided by the County. Each Grant Project Progress Report shall include supporting financial documentation as requested in the form

provided. Upon completion of the Grant Project, the Grantee also agrees to submit to the County a Final Report that conforms to the format provided by the County; a final spreadsheet comparing the original budget to actual expenses that certifies Grant Funds used in compliance with the Open Space Resolution; and GIS data with location and boundaries of the Grant Project. The Final Report shall also include supporting financial documentation as requested in the County report form and high resolution photographs of the progress and finished results of the Grant Project. The Grantee further agrees to provide the County with digital copies of said photographs, delivered as separate high resolution jpeg images. The Final Report shall be submitted within three (3) months of Grant Project completion unless a longer period of time has been agreed to by the County in writing. The County shall be allowed to use information and images from these reports in publications, public information updates, and on the County's web site.

11. Failure to Submit Required Reports. Upon written notice from the County's Open Space Grants Administrator, informing the Grantee that it has failed to submit any required status report and/or final report, the Grantee shall submit such reports to the County through the County's Open Space Grants Administrator within thirty (30) days, and, if it fails to do so, the Grantee shall be deemed to be in violation this Agreement *pursuant to Paragraph 15, below.*
12. Record Keeping Requirements. The Grantee shall maintain a complete set of books and records documenting its use of the Grant Funds and its supervision and administration of the Grant Project. The County or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Grantee which are pertinent to the Grant Project for the purpose of making an audit, examination, or excerpts. The Grantee shall keep all books, documents, papers, and records, which are pertinent to the Grant Project, for a minimum of three years.
13. Changes to Grant Project. The Grantee agrees and understands that its Grant Project, once it has been approved by the County, may not be changed without the County's prior approval. Proposed changes must be formally requested using the applicable Grant Project Form provided by the County. Changes may not begin until the County has issued an approval, which may also require the execution of an amendment to this Agreement.
14. Maintenance. Grantee agrees to assume responsibility for continuous long-term maintenance and public safety of open space lands, trails, recreation facilities, amenities, signage or other projects funded by the Grant Funds.
15. Failure to Comply and Reimbursement of Grant Funds. The Grantee understands and agrees that the County may require the Grantee to reimburse the County if any portion of the Grant Funds are not used in accordance with its approved Grant Proposal and this Agreement. Failure to comply with the terms of this Agreement shall result in default and the Grantee shall be ineligible for any future Grant

Funds until the violation is remedied or after such other time period as determined by the County.

16. Remedies. The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.
17. No Waiver of Rights. A waiver by either Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
18. Relationship of the Parties. The Grantee shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the County.
19. No Third Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the Grantee.
20. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the Parties hereunder.
21. Written Amendment Required. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the Grantee.
22. Venue. Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.
23. Notices. Notices, as referred to in this Agreement, shall be sent to:

COUNTY: Board of County Commissioners of Arapahoe County
5334 South Prince Street
Littleton, Colorado 80120-1136

and

Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

and

Arapahoe County Open Space Grants Program Administrator
6934 S Lima St, Unit A
Centennial, Colorado 80112

and

GRANTEE:

City of Englewood
1155 W. Oxford Avenue
Englewood, CO 80110

24. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.
25. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.
26. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.
27. Section Headings. The headings for any section of this Agreement are 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.
28. Assignment. The rights, or any parts thereof, granted to the Parties herein may be assigned only with the prior written consent of the non-assigning party.
29. Extent of Agreement. This Agreement constitutes the entire agreement of the Parties hereto. The Parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.
30. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

IN WITNESS WHEREOF, the County and the Grantee have executed this Agreement as of the date set forth below.

DATED this _____ day of _____, 2015.

ATTEST:

GRANTEE:

By: _____
Name - Randy P. Penn
Title - Mayor

By: _____
Name - Loucrishia A. Ellis
Title - City Clerk

ATTEST:

COUNTY OF ARAPAHOE
STATE OF COLORADO

By: _____
Name
Title

By: _____
Shannon Carter, Director, Intergovernmental
Relations and Open Spaces
Pursuant to Resolution No. 150211

Exhibit A

ORIGINAL

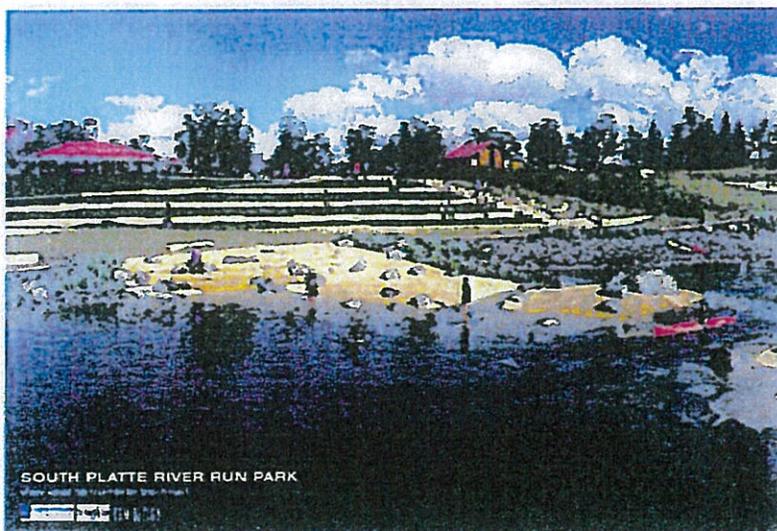


ARAPAHOE COUNTY
COLORADO'S FIRST

2015 Standard Grant
Grant Proposal
Arapahoe County Open Space

City of Englewood
Parks and Recreation Department

RiverRun Trailhead Phase I



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TABLE OF CONTENTS

Englewood Parks RiverRun Trailhead Phase I

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Grant Category (check one):

- Standard
 Small

2015 Arapahoe County Open Space Grant Application Part A- Application Summary Form

This application will be scored on a 100-point scale by the evaluation committee and must Score a minimum of 75 points.

| Applicant Information | |
|---|------------------------------------|
| Name: City of Englewood | |
| Address: 1155 West Oxford Avenue, Englewood, CO 80110 | |
| Primary Contact: Joe Sack | Title: Recreation Services Manager |
| Telephone: 303-767-2682 | |
| Email: _____ | |

| Primary Partner Information | |
|--|--------------------------|
| <i>(Additional partners should be discussed in Part F: Project Details, Question 13 of the application.)</i> | |
| Name: Urban Drainage and Flood Control District | |
| Address: 2480 W. 26 th Ave., Suite 156-B, Denver CO 80211 | |
| Contact: Laura Kroeger | Title: Assistant Manager |
| Telephone: 303-455-6277 | |
| Email: lkroeger@udfcd.org | |
| Partner Responsibilities: River and trail enhancements, designation of location as a trailhead | |

| Project Information | |
|--|----------------------------------|
| Grant Category: Standard Grant | |
| Project Type: Construction Project | |
| Project Title: RiverRun Trailhead Phase I | |
| Address: 2101 West Oxford Avenue Englewood, CO 80110 | |
| City or Unincorporated Arapahoe County: City of Sheridan | |
| GPS Coordinates: 39°38'35.51"N 105°00'51.59"W | |
| Grant Request: \$300,000.00 | |
| Cash Match Total: \$100,000 | Percentage of Total Project: 25% |
| Total Project Amount: \$400,000 | |

Brief Project Summary (400 words or less): project description, components, need, goal, beneficiary, planning, community input, results

The RiverRun Trailhead is a construction project along the South Platte River and Oxford Avenue. The Trailhead is a park-like setting which will include a large park pavilion, playground, restroom facilities, ADA access to the South Platte River and regional trail access. This location is destined to become a major focal point for bikers using the Mary Carter Greenway Trail as well as river enthusiasts enjoying kayaking, fishing and swimming.

The RiverRun Trailhead will be completed in multiple phases. Phase 1 - Site preparation will include removal of existing improvements, erosion and sediment control, construction surveying, earthwork and stormwater facilities. This grant request is for Phase 1 only. The

proposed trailhead footprint includes existing improvements such as asphalt, concrete curb/sidewalk, landscape plantings, water lines, stormwater infrastructure, and light poles/electrical system, all of which must be removed. Erosion and sediment control "Best Management Practices" (BMPs) will be installed to protect against soil erosion and sediment laden water leaving the trailhead site during construction. BMPs will include silt fence, stabilization of staging areas, vehicle tracking control, sediment logs, and inlet protection. Construction surveying will be completed to establish proposed grades for earthwork and layout of the stormwater system. The proposed trailhead will significantly lower the existing grade to allow ADA accessibility and connections to the river and planned regional trail. Earthwork will include excavation and fill on-site and excavation and haul off-site. Existing topsoil will be stripped and stockpiled for reuse in later phases. Constructed stormwater facilities will capture, detain, treat and discharge to the South Platte River. Facilities will include an inlet in the parking lot, piping to a detention pond, a sand filter with an underdrain system, outlet structure from the pond, and outfall piping and embankment armoring in river.

The Trailhead is a part of the larger South Platte River/RiverRun Trail project, which extends from Union Avenue to Oxford Avenue. The partnered project between the cities of Englewood, Sheridan and Littleton and other organizations including South Suburban Parks and Recreation District, Urban Drainage and Flood Control and the Colorado Water and Conservation Board will enhance the South Platte corridor as a recreational resource for the entire region. The river-oriented project will provide eastside and westside trails, improved river access and in-river enhancements while restoring and revitalizing the river and its habitat.

Part B – Minimum Qualification and Eligibility Form

Certify the below minimum qualifications and eligibility criteria:

Applicant Name: City of Englewood

Application Category and Type: Standard Grant, Construction Project

Project Name: RiverRun Trailhead Phase I

Briefly answer the following qualification questions:

1. Is applicant in good standing with Arapahoe County Open Space? Discuss past performance (past five years); discuss all on-going Arapahoe County Open Space Grants, and the number and types of grants for which your agency is applying in this cycle. The City of Englewood is in good standing with Arapahoe County Open Space. Over the past 5 years, Englewood has received 6 grants. All grants have been completed within the allotted time frame.

The City of Englewood is in good standing with Arapahoe County Open Space. Over the past 5 years, Englewood has received 6 grants. All grants have been completed within the allotted time frame. The one exception is the Riverside Planning Grant, which expanded in project scope due to a major project sponsored by Urban Drainage and Flood Control and South Platte Working Group. The project encompasses an area from Union Avenue and the South Platte River to Oxford Avenue and the South Platte River.

Englewood currently has 2 on-going grants (Hosanna Synthetic Turf Field and Duncan Park Redevelopment). Both grants are in the final stages of completion with final reports pending.

Englewood will apply for 2 standard grants this cycle. The grants are for RiverRun Trailhead Phase I (Construction Project) and Park Gateway Enhancements (Site Improvement).

2. Discuss project alignment with the Arapahoe County Open Space Master Plan; local adopted Master Plan; or other approved planning documents.

The Open Space Master Plan provides a 100-year vision, 25-year master plan and 5-year action plan for implementing the purpose and goals of the program. The vision states that the County will be forward thinking, understand and embrace the open space, park and trail needs of current residents, and define a harmonious relationship between people and nature in the County for future generations. The vision for the Program is summarized as: Healthy Lands, Healthy Communities, and Healthy People.

The RiverRun Trailhead project defines the mission of the Arapahoe County Open Space Plan.

- Acquire, conserve and protect open space – The RiverRun Trailhead project will develop this underutilized space into a park area with access to the South Platte River.
- Build county open space parks and trails – With the completion of this park the location will be preserved as a permanent park to provide green space for this underserved neighborhood of residents in Arapahoe County.
- Plan countywide trails network: This project is destined to become a trailhead to the Mary Carter Greenway Regional Trail system with both east and west side river access.
- Cooperative partnership work – Through this project many partnerships were developed or enhanced. The partnered project between the cities of Englewood, Sheridan and Littleton and other organizations including South Platte Working Group, South Suburban Parks and Recreation District, Urban Drainage and Flood Control and the Colorado Water and Conservation Board, area businesses and neighbors have pledged to develop this park space.
- Leverage funding for open space, parks and trails – The RiverRun Trailhead project has leveraged a number of funding sources including ACOS Grant Funds, Shareback Funds, Conservation Trust Funds and City of Englewood General Funds. The trail project overall has financial support from Urban Drainage and Flood Control, Colorado Water and Conservation Board, City of Sheridan and other South Platte Working Group members.

3. Describe how this project addresses specific objectives in the County Open Space Resolution #030381/#110637. *Document is posted on the Open Space Grant Program page of the County Website.*

The RiverRun Trailhead project specifically addresses the following objectives of the County Open Space Resolution #030381/#110637.

- Preserve urban and rural open space and natural areas – This project will preserve this area as a park to be used by all current and future residents of Arapahoe County.
- Protect lands that preserve water quality in rivers, lakes and streams –The RiverRun Trailhead and Trail Project have been specifically designed to protect the South Platte water resource. This project will save this area from commercial or other types of development.
- Provide, maintain and improve neighborhood parks, open space, sports fields, picnic facilities and biking, walking and multi-use trails. The development of the RiverRun Trailhead fills the fundamental basic need of providing park and open space. The RiverRun Trailhead will provide park area, playground, pavilion, restroom facilities, trail and river access. Improvements made by this project will enhance the outdoor experience while encouraging youth and their families to spend more time outdoors in their community.
- Protect wildlife habitat and corridors – The RiverRun trail project calls for the channelization of the river which will improve water flow and water conditions. These changes are expected to improve the stagnate fish habitat in the South Platte

River. The improved trail access on both sides of the river will ensure that the river corridor will remain protected.

Acknowledge the minimum qualification components listed below. All components are required to meet minimum qualifications:

- ✓ All Items on the enclosed application checklist are included in the application
- ✓ All questions are answered in Part F and all supporting documents are attached in Part G
- ✓ All budget forms are attached, completed and signed by the agency's highest authority
- ✓ Application format and document order follow instructions
- ✓ Above eligibility and qualification questions are answered and meet Arapahoe County Open Space eligibility requirements
- ✓ All required forms are signed by agency's highest authority
- ✓ Minimum cash match requirement met (% of total project)

Applicant certifies that all of the above items are included in the application and that all information submitted is true to the best of their knowledge.

Authorized Signature
(must be signed by highest authority in agency)

Date: 1-5-15



ARAPAHOE COUNTY
OPEN SPACE

Project Title: River Run Trailhead Phase I

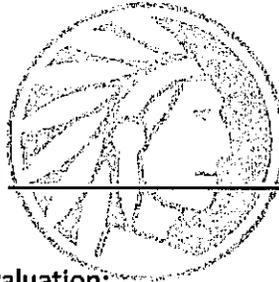
Part B – Minimum Qualification and Eligibility Form (cont'd)

For Arapahoe County Use Only:

Initial Review Date (pre-qualification): _____

- Minimum Qualifications Met (yes/no)?
- Past Performance and Status: eligible for funding, probationary status necessary (e.g. special award terms or funding conditions), or ineligible:
- Application Contents, Formatting and Overall Presentation:

Grant Program Administrator Signature: _____



Final Review Date (after evaluation): _____

- Minimum Score Met After Evaluation:
- Final Ranking and Recommendation After Evaluation:
- Comments:

Grant Program Administrator Signature: _____

Part D – Project Timeline (5 points)

Use the below project timeline sample as a guide to complete your proposed project timeline. Project timeline must be realistic to receive full points.

| Task | Jun 2015 | Jul 2015 | Sep 2015 | Oct 2015 | Nov 2015 | Dec 2015 | Jan 2016 | Mar 2016 | Sep 2016 | Nov 2016 | Jan 2017 |
|--------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Grant Notification | | | | | | | | | | | |
| IGA Signed | | | | | | | | | | | |
| Construction Contract completed | | | | | | | | | | | |
| Construction – Phase I Begin | | | | | | | | | | | |
| Erosion Sediment Control Established | | | | | | | | | | | |
| Demolition and Site Preparation | | | | | | | | | | | |
| Construction Surveying | | | | | | | | | | | |
| Earthwork and Site Grading | | | | | | | | | | | |
| Stormwater Detention Construction | | | | | | | | | | | |
| Final Report | | | | | | | | | | | |

Part E – Project Budget Narrative and Forms (10 points)

Budget Narrative: Provide a clear and concise budget narrative for this project (250 words or less).

The RiverRun Trailhead will be completed in multiple phases. Phase 1 - Site preparation will include removal of existing improvements, erosion and sediment control, construction surveying, earthwork and stormwater facilities.

Demolition and site preparation will cost \$60,000. Erosion and sediment control is budgeted at \$10,000. Construction surveying will cost \$10,000 and will be completed to establish proposed grades for earthwork and layout of the stormwater system. The Trailhead will require significant earthwork to lower the existing grade to allow ADA accessibility and connections to the river and planned regional trail. Earthwork will include excavation and fill on-site and excavation and haul off-site which will cost \$240,000. Phase I construction will also include the construction of stormwater facilities for \$80,000.

Budget Forms:

All project budget forms must be completely filled out following the rules and regulations set forth in the application guidelines and instructions. Each budget form must be signed by the highest authority in your agency and included in this section of the application. The following project budget forms are attached and required to be complete and included in the application to meet minimum qualifications:

- **Summary Budget Form:** The summary budget form must be fully completed and successfully match up with the budget narrative, the grant budget form, the match budget form and the selection criteria questions.
- **Grant Budget Form:** The grant budget form must be completed with sufficient detail to be accepted. Please reference the sample budget for the expected level of detail. Budget items are to be broken down into categories, and then broken down into the detailed use of funds within each category by line item and cost.
- **Match Budget Form:** The match budget form must be completed with sufficient detail to be accepted. Please reference the sample budget for the expected level of detail. Budget items are to be broken down into categories, and then broken down into the detailed use of funds within each category by line item and cost. The match budget form includes cash match and in-kind match. Only cash match counts toward the percentage of match required. The cash match requirement is 25% of the total project amount for Standard Grants and 10% of the total project cost for Small Grants. In-kind match is significant and shows partnership and community support for the project. Administrative costs to prepare the grant application are not an eligible expense.

Part E - Summary Budget Form

| Sources of Funds | Date Secured | County Grant Request | Cash Match | In-Kind Match | Total Project Funds |
|----------------------------|--------------|----------------------|------------------|---------------|---------------------|
| Arapahoe County Open Space | | \$300,000 | | | \$300,000 |
| Applicant match | 1/1/2015 | | \$100,000 | | \$100,000 |
| Other funding source | | | | | \$0 |
| Other funding source | | | | | \$0 |
| | | | | | |
| Total Project Cost | | \$300,000 | \$100,000 | \$0 | \$400,000 |

Applicant: City of Englewood

Project Title: RiverRun Trailhead Pha

Year: 2015

Signature: [Signature]

Name and Title: Joe Sack

Date: 1/5/15

Recreation Services Manager

| | | |
|----------------------|--|--|
| Requirements: | Total Project Amount: | \$400,000.00 |
| | In-Kind Match: | \$0.00 |
| | Total Project w/out In-Kind: | \$400,000.00 |
| | Cash Match Percentage Required: | 25.00% |
| | Required Cash Match Amount: | \$100,000.00 |
| | Project Cash Match: | \$100,000.00 Minimum Met: Y or N |

Part E – Grant Budget Form/Use of Funds

| Category | Detailed Use of Funds per Category | Grant Request | Amount |
|-------------------------------|--|---------------|-----------|
| Erosion Sediment Control | Silt fence, stabilized staging area, sediment control logs, inlet protection | \$10,000 | \$10,000 |
| Demolition & Site Preparation | Clearing and grubbing, tree/shrub removal, tree protection, Sawcut/removal asphalt, demolition of concrete sidewalk/curb, removal of light poles, removal of stormwater inlets/piping. | \$35,000 | \$35,000 |
| Earthwork & Site Grading | Excavate & stockpile topsoil, earthwork- fill on site, earthwork haul off site. | \$165,000 | \$165,000 |
| Construction Surveying | Construction survey staking, grade control, project limits, and layout | \$10,000 | \$10,000 |
| Stormwater Detention | Stormwater inlet structure & piping from parking lot detention pond, sand filter system, outlet structure outfall to river, outfall/bank armoring | \$80,000.00 | \$80,000 |
| | | | |
| | | | |
| | | | |
| | | | \$300,000 |

Applicant: City of Englewood
 Signature: _____
 Date: 1/15/15

Project Title: RiverRun Trailhead Phase I
 Name and Title: Joe Sack
Recreation Services Manager

Part F – Project Details (75 points)

Applicants must respond to all of the following questions to meet minimum qualifications. This section is worth 75 points. Applicants must limit this section to 10 pages and answer all questions to meet minimum qualifications. If attachments/supporting documentation apply to a question answer please fully answer the question and reference the document in Part G. Please do not answer a question as "N/A". If a question is not applicable, please explain why it is not applicable to be considered for the full amount of points.

Select the Grant Category:

- Standard Grant:** \$50,100 - \$300,000 funding opportunity, 25% of total project amount minimum cash match requirement
- Small Grant:** \$100 - \$50,000 funding opportunity, 10% of total project amount minimum cash match requirement

Select the Project Type:

Project Type/Project Details: The project categories for the standard and small grant applications are below:

- Trail Project:** Projects that are mostly trail construction or renovation/restoration, trail-related bridges, trail-related road crossings, or trail head parking and shelters.
- Site Improvement Projects:** Projects for site improvement, restoration and repair/replacement including: natural re-vegetation/restoration, park improvements, restoration, repair/replacement (may include playgrounds, shelters, sport fields, landscaping). This category may include interior trail segments or connections, but the majority of the project should be site improvements other than trail.
- Construction Project:** Construction projects may include new park amenities such as playgrounds, shelters, sport fields, restrooms, and interior trails or connections.
- Acquisition Project (standard grant only):** Eligible projects involve fee simple acquisition of land for public open space, park or trails; acquisition of buffer land; acquisition of a conservation easement and/or acquisition of water rights.
- Environmental Project/Cultural Education or Interpretation Project:** Projects focused on environmental or cultural education/interpretation installations may include associated sign bases, panels, landscaping, benches and shelters.
- Other Project:** Other allowable project categories include: stream-related projects, wildlife habitat, and water quality. These projects should not fit into any of the other project categories. Please contact the County Grant Administrator for questions related to allowable projects.

Selection Criteria Questions (75 points):

1. Describe the project goal, extent of scope and expected results. Be specific; discuss what the project will provide, quantities, size, project elements, useful life of project components, and deliverables. Discuss the current condition of the project site and what improvements or changes are being proposed and why. Provide detailed maps and photos in Part G. Describe how the project will be designed, constructed and

managed and how you will choose vendors, materials, systems, etc. Describe how this project improves access and connectivity to any existing trail network, natural resources, and/or community resources. If this is an educational project, discuss the long term educational outcomes expected as a result of this project and how the project connects people to each other, the natural environment and/or community resources. Complete the budget form in Part E consistent with this narrative (15 points)

The RiverRun Trailhead is part of a major river corridor improvement project in and along the South Platte River adjacent to the trailhead site. Urban Drainage Flood Control District (UDFCD) is managing the river corridor project in partnership with City of Englewood, City of Sheridan, South Suburban Parks and Recreation District, Colorado Water Conservation Board, the South Platte Working Group and Arapahoe County Open Space. The overall project includes a mile of regional trail along the east bank of the South Platte River, recreational and habitat enhancements in the river, access to the river, parking lot improvements at Oxford Avenue on the west bank, and upland park amenities. The Trailhead is an integrated component of the overall river corridor project.

The existing site is underused. Currently a majority of the trailhead site is an existing asphalt parking lot, turf areas, and native areas. The parking lot is too steep to meet ADA requirements and stormwater facilities are undersized and do not meet current standards. Existing grades create a high area that blocks views and access to the South Platte River.

The Trailhead is a 4 acre multi-purpose project with goals to engage the South Platte River, expand access to the Mary Carter Greenway Regional Trail system and provide a destination for trail users and the surrounding communities to recreate, relax or host an event. It will result in a unique user experience unlike anything else in the Englewood park system or along the greenway trail. The proposed trailhead will include:

- Integration with existing and proposed regional trails – plaza and access points
- Shelter structure, 200-250 person capacity (pre-fabricated type)
- Increase parking capacity - 199 parking stalls including 4 ADA accessible stalls (1.75/acre)
- Playground – natural play theme
- Restroom (pre-fabricated type) – three toilets for men and women
- Landscaping & Irrigation
- River access from trailhead
- Stormwater facilities that meet current standards – capture, detention, treatment and conveyance

The Trailhead will be built in phases. This grant request is for Phase 1 – Site Preparation. Site preparation will include removal of existing improvements, erosion and sediment control, construction surveying, earthwork and stormwater facilities. The following is a summary of each category proposed in Phase 1:

- Erosion Sediment Control - Silt fence, stabilized staging area, sediment control logs, Inlet protection: Disturbed area = 3 acres
- Demolition & Site Preparation - Clearing and grubbing (2 acres), tree/shrub removal, tree protection, Sawcut/removal asphalt (6500 square yards), demolition of concrete sidewalk/curb (500 linear feet), removal of light poles (4 poles), removal of stormwater inlets/piping (425 linear feet)
- Earthwork & Site Grading - Excavate & stockpile topsoil (1900 cubic yards), earthwork- fill on site (3000 cubic yards), earthwork-haul off site (13,000 cubic yards)
- Construction Surveying - Construction staking, grade control, project limits and layout
- Stormwater Detention - Stormwater inlet structure ((1) Type R) & piping (24" pipe/ 25 linear feet) from parking lot, detention pond, sand filter system (filter media/perforated ABS underdrain), outlet structure (custom reinforced concrete). Design life of concrete pipe and structures is 50 years, detention pond and filter system design life is 25 years with ongoing maintenance and replacement of filter media.

The Trailhead is currently under design by McLaughlin Whitewater Design Group (Civil Engineer) and DHM Design (Landscape Architect). 75% design drawings were completed in August 2014. Final Design will be completed by May 2015. Naranjo Civil Contractors has been selected through the Urban Drainage and Flood Control District's Project Partners Program. This program selects contractors from the District's pre-qualified contractors list. There are several advantages to collaborating and engaging with the contractor during planning and design. Cost estimates are more accurate because they have been prepared by Naranjo who is building the project. Value engineering is completed during the design process by contractor feedback on constructability of designs and materials specified. Lastly, the contractor better understands the project goals and objectives by being involved with planning and design. Once the design is completed a construction contract will be negotiated with Naranjo to build the project.

2. Describe the community/neighborhood and user groups the project will serve. Discuss the type of users (children, adults, seniors, families, sports leagues, youth groups, etc.) the project will serve and estimate the number of user groups annually that will benefit from the project. How did you arrive at this estimate? Describe the service area for this project (how far will users travel to use the project site). (5 points)

The RiverRun Trailhead serves as part of a regional trail and recreational amenity for users along the South Platte River and the Mary Carter Greenway Regional Trail system. Cyclists, joggers, rollerbladers, kayakers, walkers, fishermen and wildlife viewers of all ages utilize the trail system on a daily basis. It is estimated from a visual inspection of the existing trail that tens of thousands of individuals and groups use this trail and will

benefit from a new trailhead annually. As this trail is a regional draw for cycling and kayaking, the service area for users is estimated to be a radius of 20 miles or more.

3. Describe any scenic, historic or cultural values associated with this project. Will they be preserved or restored? Describe specific natural resources at the site, including habitat and/or water. List predominant wildlife species and vegetation on site. Discuss impacts to these resources as a result of this project. If this is a conservation easement acquisition project, describe the conservation values and public benefits/value of the land, easement or water resource. (5 points)

There are no historic or cultural values associated with the RiverRun Trailhead Development (Phase I). However, the site contains some scenic values associated with being adjacent to the South Platte River. The river was channelized through this section by the US Army Corps of Engineers to prevent major flooding events. This project aims to improve the scenic value of the property by enhancing views to the river from the trailhead. The site is an important riparian corridor link from being situated along the Platte River. There are native and non-native tree species (cottonwood, Siberian elm, ash and catalpa) which were planted as part of the Broken Tee Golf Course and a river beautification project back in the late 1980's. The habitat value would be categorized as medium. Many birds and animals migrate up and down along the Platte River. Typical bird species include many species of ducks, blue heron, sparrows, robins, finch, geese, etc. Animal species include beaver, fox, deer, coyote, skunk, rabbit, etc. Vegetation on the site includes irrigated bluegrass, dryland grasses and many broadleaf weedy plants associated with disturbed soils. Impacts to the natural resources are considered to be low. Riparian access for movement up and down the river will not be adversely affected as new trees, boulders and landscaping will be added to the site.

4. Discuss the ownership and legal access to the proposed project site, including right of access without trespassing on adjacent property. Detail any third-party rights, easements or other encumbrances that exist. Provide supporting documentation proving ownership, legal access or permission from landowner and a site map in Part G. (3 points)

The parcel of property located at 2101 West Oxford Avenue, Englewood, Colorado, is located in the City of Sheridan. The City of Englewood is the sole owner of this parcel and the adjacent parcel known as Broken Tee Golf Course. Vehicle access to the RiverRun Trailhead will be provided by the current entrance used by the Golf Course. No third party rights, easements or other encumbrances will affect this project. Arapahoe County parcel search ownership verification is located in Part G.

5. Describe long-term maintenance of the project site. Estimate the annual costs to maintain the site, how those numbers were calculated, how you intend to fund maintenance and who is responsible for maintenance. Explain how maintaining this project site changes your agency maintenance budget. (Provide projected budget

changes, detailed cost estimates, how you plan to accommodate these changes, and explain how you arrived at those numbers.) Provide a commitment letter from the management/maintenance agency addressing long-term maintenance and include budgeting for funding maintenance in Part G. (7 points)

The City of Englewood owns all park property and the Parks and Recreation Department will be responsible for the long-term maintenance of every park including all landscaping, structures, trails and playground equipment for the project. The City of Englewood annually allocates funding in the Parks and Recreation Department budget for personnel, commodities and capital for regular repair and maintenance for all park infrastructures, amenities and facilities. The 2015 Parks Division Maintenance Budget is \$2,137,252. The Parks Department currently maintains approximately 250 acres of parkland, open space and green space and infrastructure.

Phase I of this project will not require additional budgeting for funding maintenance costs because this project consists mainly of earthwork. When the Trailhead is completed with all listed amenities, it is expected that an additional \$16,465 will be added to the Parks Division Maintenance budget for labor, irrigation, restroom/shelter maintenance, snow and trash removal, tree and turf maintenance.

6. Summarize planning efforts to date and investments made prior to submitting a grant proposal. Discuss pre-submittal meetings, dates and outcomes. Be detailed and include eligible pre-planning costs on the Match Budget Form in Part E. See application instructions for details. Proof of pre-submittal planning expenses must be submitted as an attachment in Part G. All attachments should be clearly labeled on the Part G cover page. (5 points)

In 2011, the City of Englewood was awarded a \$50,000 planning grant from Arapahoe County Open Space with a total project cost of \$134,600, for Riverside Park Planning. Shortly following the grant award, the City of Englewood was contacted by Urban Drainage Flood Control District (UDFCD). UDFCD had identified the river corridor from Union Avenue to Oxford Avenue for potential improvements. As discussions unfolded of related projects along the South Platte River, Riverside soon became RiverRun and designated as the Trailhead of this project. This process prompted the re-establishment of the South Platte Working Group. Partners of the South Platte Working Group include the City of Englewood, City of Sheridan, City of Littleton, South Suburban Parks and Recreation District, UDFCD, Colorado Water Conservation Board and Arapahoe County Open Space.

In 2012, the planning grant was put on hold and a grant extension was awarded until the South Platte Working Group could provide direction and long range plans for the river corridor. The South Platte Working Group began meeting monthly to create a vision for improvements along the river.

By 2013, the vision started to take shape and the City of Englewood contracted with UDFCD to create the design of RiverRun Trailhead. UDFCD working with McLaughlin Whitewater Design Group and DHM Design will complete final design by May 2015, currently with 75% of the design work completed and vetted through the South Platte Working Group.

7. Is this project "shovel ready"? Provide evidence that this project will be completed within two years. Is design and engineering complete or is there still work to be done? List any permits that will need to be obtained for implementation of the project and existing status of obtaining those permits. (Federal 404, County or City Planning or Public Works, Storm Water Drainage, etc). Does the project necessitate a change in zoning? Itemize anticipated costs for permits, government fees and consultants. Detail costs in the correct Part E Budget Form. Correlate response with the Project Timeline in Part D. Project timeline must be realistic to receive full points for this question. If this is an acquisition project, list the due diligence items you already have available or will pursue (such as purchase agreement, preliminary title work, appraisal, environmental site assessment, survey, etc). Purchase agreement or option with seller and preliminary title work should be secured and included in the application and attached in Part G. Include detailed costs in Part E. (5 points)

McLaughlin Whitewater Design Group and DHM Design are currently working on Final Design. 75% design was completed in August 2014. The design team and the City of Englewood have engaged the City of Sheridan in review of preliminary design drawings. A contractor (Naranjo Civil Constructors) has been selected through the Urban Drainage and Flood Control District's Project Partners Program. The project timeline presented in Part D has been prepared with input from Naranjo. The Trailhead will be built as part of the overall river corridor project. Construction of river improvements will start in fall of 2015. Phase 1 – Site Preparation will start in fall of 2015 and be completed by spring 2017.

Permits will be required to build the trailhead. The City and design team have conducted a review meeting with the City of Sheridan. The following are permits that are required:

- Access & Right-of-Way Permit – City of Sheridan
- Grading Permit – City of Sheridan
- Stormwater/Erosion Sediment Control – State of Colorado/City of Sheridan
- Building & Lighting – City of Sheridan

The City of Sheridan has requested that the Design Team wait to submit for permits to build the project within 12 months prior to construction. Permit applications will be completed at this time. No zoning changes are required.

8. Describe the planning process that identified this specific project as a priority. Is this project listed as a priority in a master plan, site specific plan or other adopted planning document? If so, discuss that plan. Describe the relationship of the project to any local, regional, state or system-wide master plan. Give the name of each plan and list related element(s) within the plan. Was this project identified through an independent community planning process? Describe this process. (5 points)

Preserving open space and native areas, enhancing trail access, adding trail users and creating recreational opportunities are the objectives of the RiverRun Trailhead project. In 2006, Englewood Parks and Recreation Master Plan supported acquisition and development of open space and areas that improved or increased connection to the Mary Carter Greenway Trail. The Master Plan further identified this property as an opportunity to become a trailhead as well as meet the needs for additional outdoor gathering spaces in the community plus offer an excellent opportunity to access the South Platte River.

Englewood Parks and Recreation Department's pavilions are reserved over 82% of the usable dates and large group requests typically are not accommodated due to the lack of enough large picnic pavilions in the area. This project will provide additional picnic pavilion space and a playground as well as create a dynamic access point to the South Platte River. The water recreational opportunities will be dramatically increased with the paved ADA access to the river. Users can observe wildlife, fish, wade, swim and kayak in an area that has seen little use. This location with restroom and parking facilities will accommodate the many Mary Carter Greenway Trail users.

In 2011, Arapahoe County Open Space awarded a \$50,000 planning grant recognizing the need for the future development of this site. Planning for the Trailhead became the focus of the South Platte Working Group as they developed the vision of the South Platte River corridor. With the planning grant completed in 2014, the trailhead project is ready to begin.

9. Discuss any efforts to obtain public input, disseminate public information, develop partnerships, develop partnerships for cash finding or in-kind contributions, and garner community support specifically related to this project. In most cases, evidence of a transparent public process will be required. For acquisitions, the process may be tied to a public process for an overall master plan rather than identification of a specific parcel. For regional trails, the process may need to include notification and/or involvement of residents from adjacent jurisdictions. Discuss any objections or opposition to this project. Include any letters, petitions, news articles, or other documents evidencing opposition. What has been done to address concerns and how has the opposition responded? (5 points)

In 2013, the South Platte Working Group was re-established during a visioning charrette for the South Platte River which included local municipalities, special interest groups, community leaders, property owners and other stakeholders. The South Platte Working

Group recommitted to preserving and protecting the river corridor as a community asset and to enhance the quality of life in Arapahoe County through the ongoing collaborative process to enhance the natural environment, economic benefits and recreational features of the South Platte River. The South Platte Working Group members agreed that the river downstream of Oxford Avenue provided recreational and economic benefits for the entire region and this area was identified as the trailhead.

Urban Drainage Flood Control District began managing the Trailhead and river projects. Preliminary designs were created and presented to the South Platte Working Group. With revisions completed, the public process was established by first taking the designs to local jurisdictions and governing boards to determine financial support for the projects. Elected officials knowing their communities and their needs provided feedback that helped shape the current design of the project.

Receiving financial commitments and positive support for the project, Urban Drainage Flood Control District began additional public outreach by attending community events such as Sheridan's National Night out and Englewood's FunFest. Most common public comments have been "when will it be built?"

A public open house was held on November 12, 2014 at the Broken Tee Golf Course giving an opportunity for the public to gain more information about the RiverRun Trailhead and project as well as provide feedback. Over 30 business owners, community leaders and public attended the open house. All attending shared positive feedback and support about this project.

A website (www.southplatteriverrun.com) has been launched to continue providing the public information, updates and gain feedback from the community.

Currently, we have received no objections or opposition toward this proposed project throughout the entire process.

10. Describe how this project addresses inclusivity per the Americans with Disabilities Act guidelines. (3 points)

RiverRun Trailhead will be constructed using the 2010 ADA Standards for Accessible Design. The following elements have incorporated into the design throughout the area and comply with a fully accessible ADA park.

- Remove all barriers to access
- Provide an accessible route of travel and accessible route of travel to the play equipment
- Provide a range of accessible equipment and play equipment
- Provide an accessible surface beneath all accessible equipment
- Half of all elevated play components on a play structure will be accessible by route and/or transfer point. 2015

The development of RiverRun Trailhead will provide the following park amenities: ADA access to existing and proposed regional trails through the plaza and other additional points, ADA paved access to the riverside, ADA accessible pavilion with 200-250 person capacity and ADA picnic tables, Increase parking capacity - 199 parking stalls including 4 ADA accessible stalls (1.75/acre), ADA accessible playground with a natural play theme, ADA accessible restroom and Landscaping with irrigation.

11. Discuss the need and urgency for this project and why it is a priority. What opportunities are lost if this project is not funded now? (5 points)

The RiverRun Trailhead and trail project along the South Platte River corridor is a regional project guided by the members of the South Platte Working Group. Partners of the South Platte Working Group include the City of Englewood, City of Sheridan, City of Littleton, South Suburban Parks and Recreation District, Urban Drainage Flood Control District, Colorado Water Conservation Board and Arapahoe County Open Space. Each of these members has committed funding resources to this project. Funding from all sources is contingent upon ACOS grant funding. In the absence of grant funding, the Trailhead and trail project will lose priority status among the funding partners, matching funds may be diverted to other projects and this project may not be completed for several years.

12. If successful in obtaining this grant, how will the agency use this project to inform citizens about the value of the Arapahoe County Open Space sales and use tax? Address the public outreach plan, signage plan, celebration, dedication, etc. (2 points)

Temporary signage announcing the construction project will be installed along Oxford Avenue and within the current parking area. The signage will identify all funding partners including ACOS for the project and list the project timeline. Permanent signage identifying ACOS support and funding will be installed at the main entrance to the Trailhead once the project has been completed.

Information will also be added to the City of Englewood's website identifying the project and funding sources during and following construction. The Englewood Herald will run information and a news stories throughout the project. Social Media such as Facebook and Twitter will be used to provide project updates, recognize accomplishments and promote funding partners.

A celebration will be scheduled at the completion of the Trailhead project as a way to recognize the partnerships, funding agents, citizens, county and local dignitaries that helped make this project happen.

13. How much of your planned cash match is secured? How much still needs to be raised and what are your plans for raising additional funds? What is your back up plan if you are unable to raise those funds? Describe the cash and in-kind partnerships established

for this project. This does not include partners who have contributed to previous phases or partners that plan to contribute to future phases. Explain if partnerships were not possible or necessary for this project. Include all partner support letters in Part G and clearly label on the section cover page. Include match from all partners in the Part E Budget. All support letters must be dated within the last six months to be eligible. (5 points)

The City of Englewood is in support of funding the RiverRun Trailhead and trail project. This partnered project between the cities of Englewood, Sheridan, South Suburban Parks and Recreation District, Urban Drainage and Flood Control District and the Colorado Water and Conservation Board is an exciting opportunity to improve recreation and economic development along the South Platte Corridor. Urban Drainage and Flood Control District has contributed \$551,000 towards the RiverRun Project as noted in the attached partner commitment letter Part G.

The City of Englewood has committed \$100,000 as the cash match for Phase I of this construction project. The cash match is secure and budgeted using Conservation Trust Funds and Arapahoe County Shareback-Funds. Funds have been budgeted for construction of the RiverRun Trailhead in the City's Five-Year Capital Master Plan.

14. Briefly discuss support from entities and user groups that are supporting the project in other ways than cash or in-kind contributions. Support letters should come from users, user groups, community members, volunteers, schools, etc. A maximum of five (5) support letters should be attached in Part G and clearly labeled on the section cover page. All letters should be dated within the last six months. (5 points)

Overwhelming support for the RiverRun Trailhead and trail project throughout the region is provided by the South Platte Working Group members and the communities they represent. Agencies and businesses providing support letters have indicated the primary reasons as being enhancement to an underutilized area, providing river access, and numerous recreational opportunities that will be provided to the cities of Englewood, Sheridan, and Littleton as well as all Arapahoe County residents as a regional attraction.

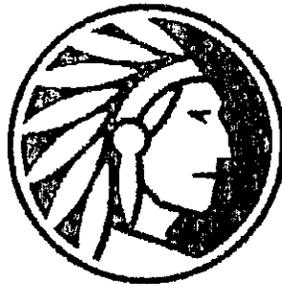
Certification of accuracy for the information provided in Part F:

Applicant certifies that all of the above answers are accurate and that all information submitted is true to the best of their knowledge.

Authorized Signature: _____
(must be signed by highest authority in agency)

Date: 1-5-15

Print Name and Title: Jessie Black
Director of Parkland Recreation



ADAIR COUNTY
—
OPEN SPACE

Part G – Attachments (10 points)

Use this as the table of contents cover page for the required application attachments. Attachments in this section are supporting documentation to the questions answered in Part F. To receive the full amount of points available for each question, sufficient supporting documentation must be attached. List all attachments in order, by name/title and by page number.

1. Evidence of support from highest authority (official letter or resolution**) – including commitment to complete the project; statement that match funds are secured; and certification that the project will be open to the public or serve a public purpose upon completion
2. Evidence of commitment to long-term maintenance (official letter or resolution)
3. Evidence of property ownership/legal access (legal documentation)
4. Evidence of community support (letters of support – max. 5, known objections)
5. Documentation of opposition and responses (if applicable)
6. Evidence of commitment from funding partners (cash match/in-kind match support letters)
7. Photos (pre-submittal)
8. Site maps (project location maps)
9. GIS shapefile, if applicable (include on compact disc)
10. Other (clearly title: acquisition documentation, if applicable, or other supporting documents)

****Resolution from a Governing Body or an Official Letter from Highest Authority must include all listed applicable items and must designate a specific person to sign the grant agreement and related grant administration documents.****

RESOLUTION NO. 6
SERIES OF 2015

A RESOLUTION AUTHORIZING THE CITY'S ARAPAHOE COUNTY OPEN SPACE GRANT APPLICATION FOR THE CONSTRUCTION OF THE RIVERRUN TRAILHEAD PHASE I

WHEREAS, Council authorized the application and acceptance of the Riverside Park planning grant in 2011 and in 2014 Council authorized an Intergovernmental agreement with Urban Drainage and Flood Control District to complete the design of the site; and

WHEREAS, Urban Drainage Flood Control District (UDFCD) is managing the river corridor project in partnership with the City of Englewood, City of Sheridan, South Suburban Parks and Recreation District, Colorado Water Conservation Board and Arapahoe County Open Space as part of the South Platte Working Group; and

WHEREAS, The South Platte Working Group members agreed that the river downstream of Oxford Avenue provided recreation and economic benefits for the entire region and this area was identified as RiverRun Trailhead; and

WHEREAS, the RiverRun Trailhead is a construction project along the South Platte River at Oxford Avenue and is destined to become a major focal point for bikers using the Mary Carter Greenway Trail as well as river enthusiasts enjoying kayaking and fishing; and

WHEREAS, these Trailhead amenities will include a large park pavilion, playground, restroom facilities, and ADA access to the South Platte River and regional trails; and

WHEREAS, the RiverRun Trailhead will be completed in multiple phases. Phase 1– Site Preparation will include removal of existing improvements, erosion and sediment control, construction surveying, earthwork and stormwater facilities; and

WHEREAS, the Trailhead will be located on property owned by the City of Englewood next to the Broken Tee Golf Course which is located in the City of Sheridan; and

WHEREAS, there are no federal funds being used for the RiverRun Trailhead Phase 1; and

WHEREAS, the City's Arapahoe County Open Space grant application will request \$300,000 in grant funds with a required City cash match of \$100,000 which has been budgeted; and

WHEREAS, Parks and Recreation will bring back an IGA if approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the attached application for an Arapahoe County Open Space Grant for the construction of the River Run Trailhead Phase 1. Attached hereto as Exhibit A.

ADOPTED AND APPROVED ~~this~~ 20th day of January, 2015.

Randy P. Penn, Mayor

 _____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. 6, Series of 2

 _____
Loucrishia A. Ellis, City Clerk

Part G Attachments – 2. Long-Term Maintenance



CITY OF ENGLEWOOD
DEPARTMENT OF PARKS AND RECREATION

Arapahoe County Open Space and Trails Advisory Board
6934 South Lima Street, Unit A
Centennial, CO 80112

December 1, 2014

Re: Long-Term Park Maintenance

Dear Open Space Advisory Board,

The City of Englewood Parks and Recreation Department is committed to the long-term maintenance and management of all Englewood parks and park infrastructure within the City. The City of Englewood allocates funds for the long-term maintenance, repair and replacement of park infrastructure. Ongoing maintenance functions include: trash pickup, graffiti removal, periodic playground equipment inspection and repairs, restroom and picnic pavilion cleaning, turf maintenance and mowing, trail and sidewalk maintenance, tree, shrub and landscaping maintenance, lighting and plumbing maintenance and repair.

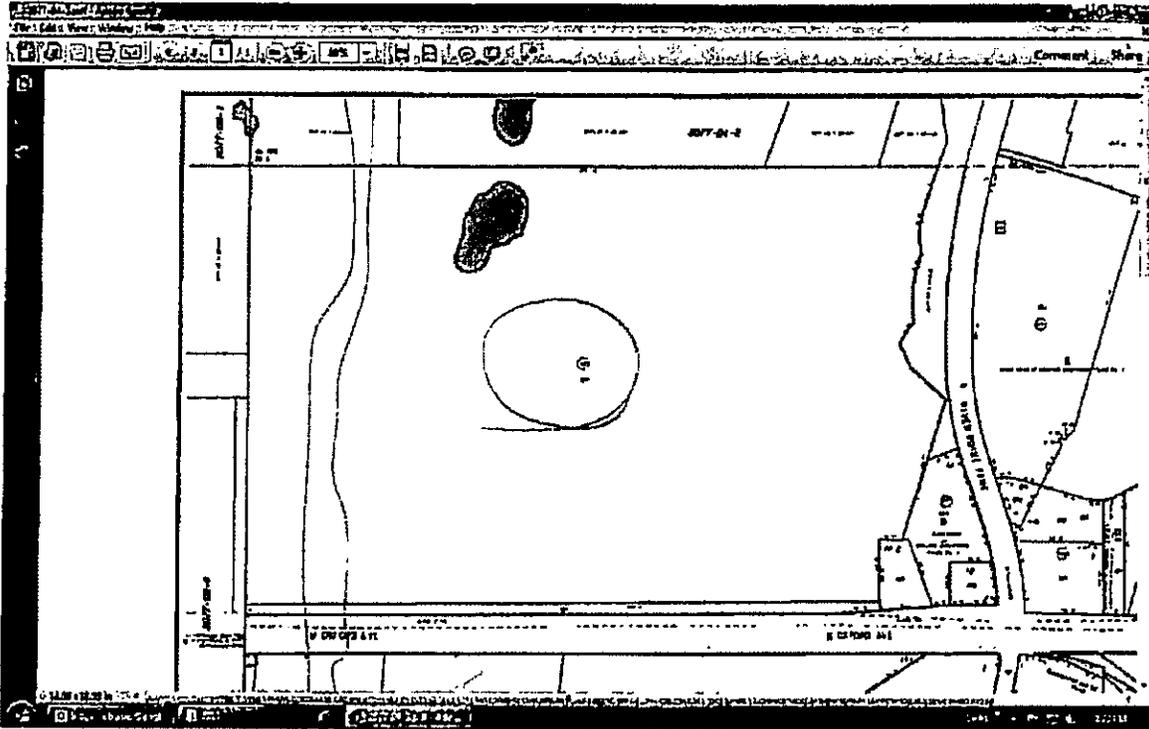
The Parks and Recreation Department is funded annually through the City of Englewood's General Fund as part of the core services provided to the citizens of the City of Englewood. River Run Trailhead is currently included in all long-term maintenance programs and activities and will continue to be a part of all such activities into the future.

Sincerely

✓ Jerrell Black
Parks and Recreation Director

1155 W. Oxford Avenue Englewood, Colorado 80110 Phone 303-762-2680 Fax 303-762-2688
www.engagewoodgov.org

Part G Attachments – 3. – Evidence of property ownership



RiverRun in Sheridan
PIN 034835504

PIN: 034835504
AIN: 2077-04-3-00-071
Situs Address:
Situs City:

Full Owner List: Englewood City Of
Owner Address: 1000 Englewood Pkwy
City/State/Zip: Englewood, CO 80110-2373

Neighborhood: Englewood Ind Area
Neighborhood Code: 3537.00
Acreage: 0.0000

Land Use:
Legal Desc: That Part Of The Sw 1/4 Sec 4-5-88 Desc As Beg At The Nw Cor Of Sd Sw 1/4 Th E 1945 Ft M/L Th Sw 141.15 Ft & 46.09 Ft Th Se 71.81 Ft Th Sw 94.85 Ft Th Se 104.93 Ft Th Sw 73.39 Ft Th S 78.85 Ft & 135.36 Ft Th Sw 440.93 Ft Th W 57.93 Ft Th S 177.87 Ft Th W 1949.3 Ft To A Pt On The W Line Of Sd Nw 1/4 Th N To Beg Sec 4-5-88

| | Total | Building | Land |
|----------------------|---------|-----------------|---------|
| 2014 Appraised Value | 680,727 | 411,877 | 269,050 |
| 2014 Assessed Value | 197,411 | 119,386 | 78,025 |
| | | 2013 Mill Levy: | 80.767 |

| Land Line | Units | Land Value | Land Use |
|-----------|-----------|------------|------------|
| | 1.0000 LT | 300 | Open Space |

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

* Not all parcels have available photos / sketches.

In some cases a sketch may be difficult to read. Please contact the Assessors Office for assistance. Measurements taken from the exterior of the build. The Arapahoe County Assessors Office does not warranty the accuracy of any sketch, nor assumes any responsibility or liability to any user.

Although some parcels may have multiple buildings and photos, at this time our system is limited to 1 sketch and 1 photo per parcel number. Sorry for inconvenience.



CITY OF ENGLEWOOD
PARKS AND RECREATION COMMISSION

January 8, 2015

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Advisory Board Members:

I am writing this letter of support on behalf of the Englewood Parks and Recreation Commission in support of the Englewood Parks and Recreation Department's grant application for the RiverRun Trailhead.

The RiverRun Trailhead along the South Platte River will not only become a recreational destination for the entire region, but will also improve and restore the river and its habitats. This recreational area along the South Platte River will be enjoyed by bicyclists, kayakers, fishers and the general public. The trailhead will also be ADA accessible so that everyone can enjoy the amenities. The shelter, restrooms, and playground areas will be a draw for any outdoor enthusiast. The Commission is supporting this grant application because this development along the river will enhance the image of the City of Englewood within our own community and beyond. This addition will substantiate the City of Englewood's dedication to its parks and the environment.

Thank you for your consideration of the RiverRun Trailhead for Englewood's Parks and Recreation Department.

Sincerely,


Douglas Garrett
Chair
Englewood Parks and Recreation Commission



City of Sheridan
4101 S. Federal Blvd.
Sheridan, CO 80110-5399
303/762-2200
FAX 303/788-1853

December 4, 2014

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Dear Board Members,

I am writing this letter of support for the Englewood Department of Park and Recreation's application for funds for the RiverRun Trailhead.

The City of Sheridan is partnering with the City of Englewood and other organizations to provide this enhancement to the South Platte River Corridor. This trailhead will provide the citizens of Sheridan, Englewood, Littleton and South Metro Denver a place to fish, kayak, swim and enjoy nature. The shelter, restrooms and playground will provide an aesthetic place for bikers to rest and the general public to take in the natural surroundings. This trailhead will be an improvement to the land that is owned by the City of Englewood, but is located within the City of Sheridan. This tract of land is currently not being utilized and will make Sheridan and the entire South Metro area a desirable place to live and visit.

Thank you for your consideration of the RiverRun Trailhead for Englewood's Parks and Recreation Department.

Sincerely,

Devin Granbery
City Manager
City of Sheridan

www.ci.sheridan.co.us



303-762-1160 • Fax 303-762-1746 • www.oxfordrecycling.com

December 17, 2014

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Dear Arapahoe County Open Space Advisors,

I am writing on behalf of Oxford Recycling in support of the grant application for the RiverRun Trailhead along the South Platte River.

The trailhead, shelter and playground that will be a part of the Trailhead will improve the area and make it a destination spot. Being located near the Trailhead location, Oxford Recycling is excited to have a nice outdoor place for our employees to relax or perhaps barbeque after work with their families or coworkers. Any improvements to the area near the South Platte River will be appreciated by all of us who work and live nearby.

Please consider awarding the City of Englewood grant funds for the RiverRun Trailhead.

Thank you,

Regards, / / /

John Kent
Oxford Recycling
2400 W. Oxford Ave.
Englewood, CO 80110



Reduce



Reuse



Recycle

Recycling: Asphalt - Concrete - Wood

Supplying: Recycled Asphalt - Road Base - Gravel - Decorative Rock - Mulch



WASTE MANAGEMENT

5500 S. Quebec St. Suite 250
Greenwood Village, CO 80111

December 29, 2014

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Dear Board Members,

I am writing this letter in support on behalf of Waste Management for the grant application for the RiverRun Trailhead along the South Platte River.

As a business located near the RiverRun Trailhead, we fully support the improvements and enhancements that will be made to the location adjacent to the South Platte River.

The trailhead, shelter and playground will improve the area and the perception of Englewood as a whole. We encourage improvements to all nearby areas in Englewood, especially those that encourage environmental sustainability and outdoor recreation.

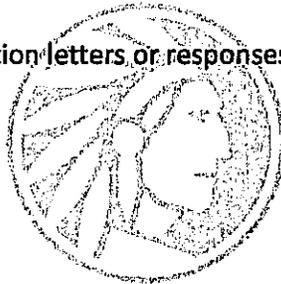
Thank you for your consideration of the RiverRun Trailhead for Englewood's Parks and Recreation Department.

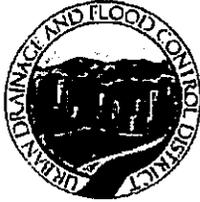
Scott

Scott Hutchings 
Manager of Public Affairs
Waste Management Four Corners Area

Part G – Attachments 5. Documentation of Opposition and Responses

No opposition letters or responses to include





URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

Paul A. Hindman, Executive Director
2480 W. 26th Avenue, Suite 156B
Denver, CO 80211-5304

Telephone 303-455-6277
Fax 303-455-7880
www.udfcd.org

December 17, 2014

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Dear Arapahoe County Open Space:

Urban Drainage and Flood Control District (UDFCD) is committed to the City of Englewood's River Run Trailhead. UDFCD, the Cities of Englewood and Sheridan, South Suburban Parks and Recreation District, and the Colorado Water and Conservation Board have partnered with Arapahoe County Open Space to continue the South Platte Working Group.

Last year, the working group conducted a visioning charrette that brought major stakeholders together to map out opportunities for improvement along the South Platte River. The outcome demonstrated the importance of the improvements included in the River Run Park Project that goes from Oxford to Union along the South Platte River.

The goals of River Run Park are to increase the regional trail connectivity and capacity, enhance the river ecosystem, and provide river access and in-river recreation while maintaining the 100-year conveyance. The River Run Trailhead is a key component of the project as it provides unique amenities not found along the river that will attract more users to the area. These amenities include; parking, large picnic pavilion, restrooms, water refill and a natural play area for kids. Without the trailhead the full potential of other improvements will not be realized.

The River Run Park Project is an outstanding example of leveraging resources and agencies working together to provide the greatest benefit to the community. UDFCD is proud to be part of this project and is committed to the restoration of the natural, beneficial functions of the floodplain and river. UDFCD has already contributed \$551,000 to the River Run Park Project.

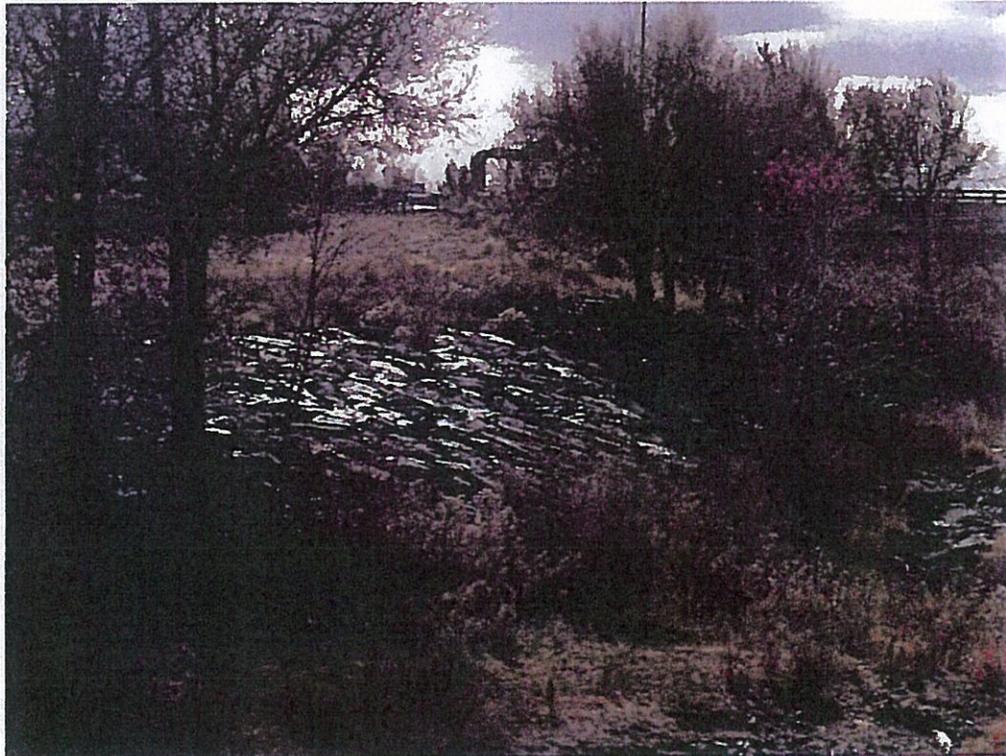
Paul A. Hindman
Executive Director

Working with you since 1969

Part G – Attachments 7. Photos



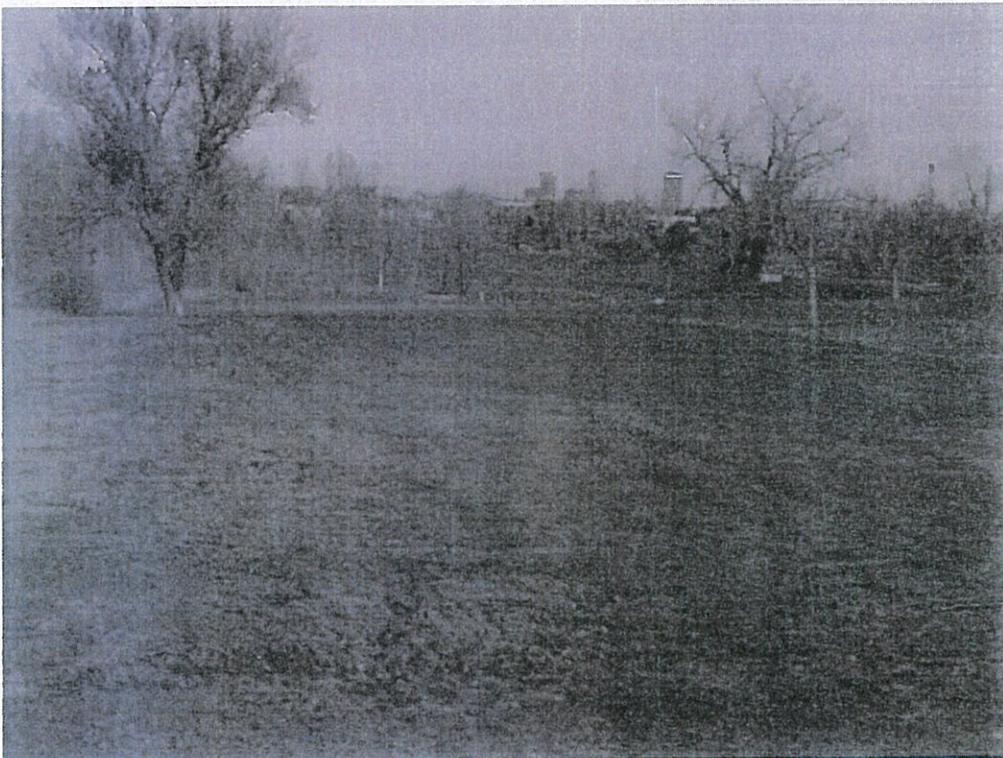
Existing Conditions-RiverRun Trailhead view north- Mary Carter Greenway Trail Bridge



Existing Conditions- View south- East Bank of River



Existing Conditions- View south- East Bank of River



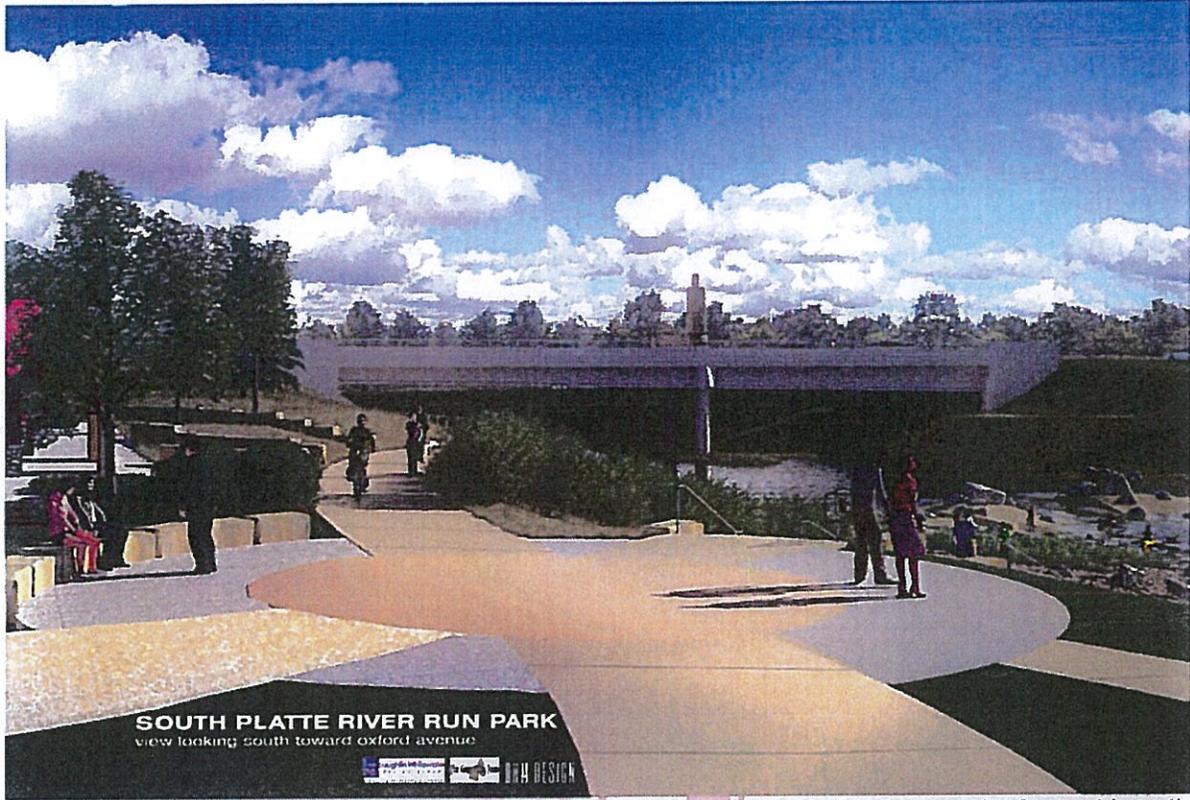
Existing Conditions- RiverRun Trailhead view north-future site of Trailhead



DHM Design- View east of river and Trailhead



DHM Design- View north of river access and Trailhead



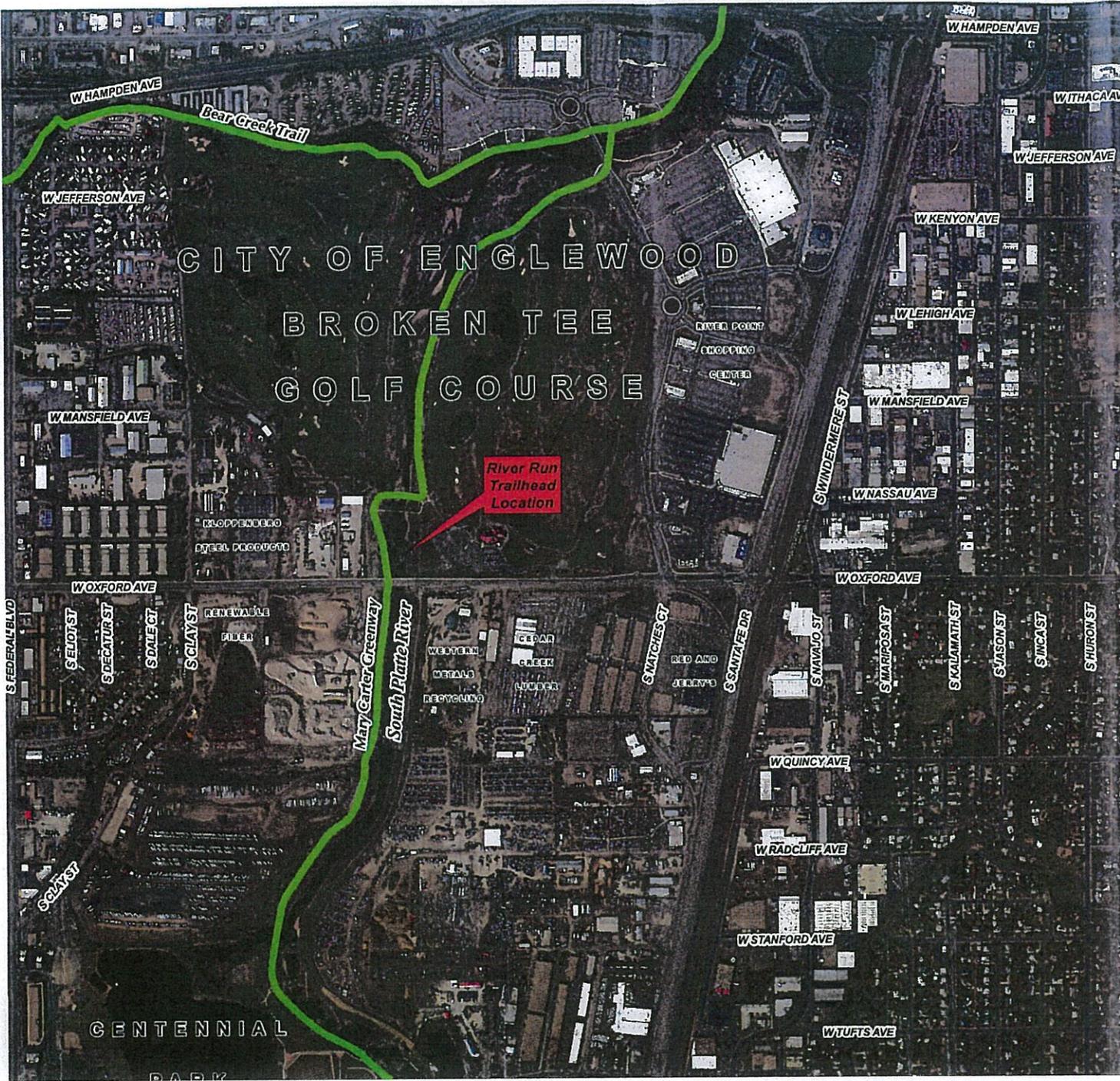
DHM Design- View south of east side trail



DHM Design- View east of playground



DHM Design- View southeast of plaza at Trailhead



City of Englewood, Colorado
2015 Arapahoe County
Open Space, Parks, and Trails
Grant Application

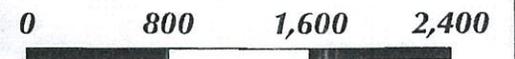
River Run Trailhead

Street Map

LEGEND

 Pedestrian/Bicycle Trails

December 2014



DENVER

AURORA

ENGLEWOOD

SHERIDAN

CHERRY HILLS

VILLAGE

GREENWOOD VILLAGE

COLUMBINE VALLEY

LITTLETON

CENTENNIAL

HIGHLANDS RANCH

City of Englewood, Colorado
2015 Arapahoe County
Open Space, Parks, and Trails
Grant Application

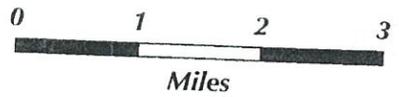
River Run Trailhead

Vicinity Map

LEGEND

- South Platte River
- ▭ Arapahoe County Boundary
- Major Highways
- Arterial and Collector Streets

December 2014



Part G- Attachments 9. GIS Shapefile

Included/Submitted in Part G. Attachment 3- Evidence of Property Ownership

Page 28



COUNCIL COMMUNICATION

| | | |
|--|------------------------------|---|
| Date: June 15, 2015 | Agenda Item: 9 c i | Subject: Award Contract for Concrete Utility 2015 |
| Initiated By: Department of Public Works | | Staff Source: Larry Nimmo, Field Operations Administrator |

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

- On May 5, 1997, City Council approved Ordinance No. 36, Series 1997 creating a Concrete Utility and Concrete Utility Enterprise Fund (EMC Chapter 8, Title 12).
- Council has approved annual construction contracts for removal and replacement of substandard concrete.
- Staff discussed the Concrete Utility project at the Study Session on June 1, 2015.

RECOMMENDED ACTION

Staff recommends Council award by motion the 2015 Concrete Utility program. The total estimated construction cost (\$615,565.75) consists of a construction contract with NORAA Concrete Construction in the amount of \$565,565.75, and a construction contingency in the amount of \$50,000.00.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Englewood Municipal Code (Section 11-3B-1) requires property owners to maintain the concrete curbs, gutters, and sidewalks adjacent to their property. An option available to property owners is to participate in the Concrete Utility. The Concrete Utility provides a funding mechanism for concrete repair at a reasonable cost (\$8.15 to \$10.00 quarterly fee for a typical residential property) and a convenient way to pay (96% of the fees are collected through the water/sewer billing system). The City contributes its share of the fees just like any private owner.

Staff prepared bid documents and quantity estimates for the 2015 Concrete Utility work, installation or repair of four RTD bus pads (supplemental funding from RTD IGA, and Road and Bridge), and repair work requested by the Utilities department. The project was publicly advertised in April and bids were opened on May 13, 2015. NORAA Concrete Construction submitted the lowest responsive bid. NORAA Concrete Construction successfully completed the last three years of the Concrete Utility program with exceptional performance.

FINANCIAL IMPACT

One bid was received and opened on May 13, 2015 as detailed in the attached Bid Tabulation. The bid submitted by NORAA Concrete Construction is 2.3% higher than the Engineer's Estimate of \$553,000.

Estimated Construction costs for the 2015 project are as follows:

| | |
|---|---------------------|
| Construction contract (NORAA Concrete Construction) | \$565,565.75 |
| Contingency for unidentified work | <u>\$ 50,000.00</u> |

| | |
|--|--------------|
| Total Estimated 2015 Construction Cost | \$615,565.75 |
|--|--------------|

Funding sources:

| | |
|---|--------------|
| Concrete Utility (Includes \$50,000 Contingency) | \$533,490.75 |
| RTD Bus Pad (Grant per IGA with RTD) | \$ 35,000.00 |
| Road and Bridge Account (Pavement Rehab, Walk & Infill) | \$ 32,075.00 |
| Utilities Department (Requested work) | \$ 15,000.00 |

| | |
|------------------------------|--------------|
| Total 2015 Available Funding | \$615,565.75 |
|------------------------------|--------------|

LIST OF ATTACHMENTS

Bid Tabulation
Contract

City of Englewood Bid Tabulation Sheet

Bid Opening Date: May 13, 2015 2:00 P.M. MDT

Apparent Low Bidder

ITEM BID: ITB-15-003 Concrete Utility 2015 Project

| Vendor | Bid Bond Y/N | SOQ Y/N | Receipt of Addendum 1 Y/N | Total Bid | Exceptions: |
|--|-------------------------|----------------|--|----------------------|--------------------|
| Noraa Concrete Construction Corp. | | | | | |
| 39673 E 160th Ave | | | | | |
| Keenesburg, CO 80643 | | | | | |
| Lori Kaiser, Secretary/Treasurer | | | | | |
| 303-637-9233 | Y | Y | Y | \$ 565,565.75 | |

CONTRACT #CFC/15-36

CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this 15 day of June, 2015, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and NORAA Concrete Construction Corporation, whose address is 39673 E. 160th Avenue, Keenesburg, CO 80673, ("Contractor"), commencing on the 21st day of April, 2015, and continuing for at least ten (10) days thereafter the City advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

PROJECT: 2015 Concrete Utility Project

WHEREAS, proposals pursuant to said advertisement have been received by the Mayor and City Council and have been certified by the Director of Public Works to the Mayor and City Council with a recommendation that a contract for work be awarded to the above named Contractor who was the lowest reliable and responsible bidder therefore, and

WHEREAS, pursuant to said recommendation, the Contract has been awarded to the above named Contractor by the Mayor and City Council and said Contractor is now willing and able to perform all of said work in accordance with said advertisement and his proposal.

NOW THEREFORE, in consideration of the compensation to be paid and the work to be performed under this contract, the parties mutually agree as follows:

- A. Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached or incorporated by reference constitute and shall be referred to either as the Contract Documents or the Contract and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto and they are as fully a part of this agreement as if they were set out verbatim and in full:

- Invitation to Bid
- Contract (this instrument)
- Special Provisions
- Insurance
- Performance Payment Maintenance Bond
- Section 1 – General Information
- Section 2 - Special Provisions
- Section 3 - General Conditions
- Section 4 – Portland Cement Concrete
- Section 5 – Placing and Finishing Concrete
- Section 6 – Site Preparation
- Section 7 – Base Course
- Section 8 – City of Englewood Construction Details

- B. Scope of Work: The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all the work described, drawn, set forth, shown and included in said Contract Documents.
- C. Terms of Performance: The Contractor agrees to undertake the performance of the work under this Contract within **ten (10) days** from being notified to commence work by the Director of Public Works, **TBD based on agreed schedule**, and agrees to fully complete said work by **October 15, 2015**, plus

such extension or extensions of time as may be granted by the Director of Public Works in accordance with the provisions of the Contract Documents and Specifications.

- D. Indemnification: The city cannot and by this Agreement/Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity, for any purpose. The Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature including Worker's Compensation claims, in any way resulting from or arising out of this Agreement/Contract: provided, however, that the Contractor need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and Employees.
- E. Termination of Award for Convenience: The City may terminate the award at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event all finished or unfinished service, reports, material (s) prepared or furnished by the Contractor after the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the Contractor will be paid that amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful firm agreed to perform under this award, less payments of compensation previously made. If the award is terminated due to the fault of the Contractor the clause relating to termination of the award for cause shall apply.
- F. Termination of Award for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the covenants, agreements or stipulations of the award, the City shall have the right to terminate the award by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, all furnished or unfinished services, at the option of the City, become its property, and the Contractor shall be entitled to receive just, equitable compensation for any satisfactory work documents, prepared completed or materials as furnished.

Notwithstanding the above, the Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of breach of the award by the Contractor and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City from the Contractor is determined.

- G. Terms of Payment: The City agrees to pay the Contractor for the performance of all the work required under this contract, and the Contractor agrees to accept as his full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's proposal attached and made a part hereof, the total estimated cost thereof being Five Hundred Sixty-Five Thousand Five Hundred Sixty-Five Dollars and Seventy-Five Cents (\$ 565,565.75). A 5% retainage of the awarded project amount will be withheld until final inspection and acceptance by the Project Manager.
- H. Appropriation of Funds: At present, \$ 565,565.75 has been appropriated for the project. Notwithstanding anything contained in this Agreement to the contrary, the parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in

this Agreement/Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated. The City shall immediately notify the Contractor or its assignee of such occurrence in the event of such termination.

- I. Liquidated Damages: The City and Contractor recognize that time is of the essence in this Agreement because of the public interest in health and safety, and that the City will suffer financial loss, and inconvenience, if the Work is not complete within the time specified in the bid documents, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by the City if the Work is not complete on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay the City **\$250.00** for each day that expires after the time specified for substantial completion until the Work is complete, and **\$250.00** for each day that expires after the time specified for final completion until the Work is finally complete.

- J. Assignment: Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City specifically including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the Assignor from any duty or responsibility under the Contract Documents.

- K. Contract Binding: It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.

- L. State Statute: If this project is for a public works project or public project, as defined in Section 8-49-102(2) C.R.S. the contractor shall comply with 8-17-101 C.R.S. which requires the contractor to use at least eighty percent (80%) Colorado labor for any public works project financed in a whole or in part by State, counties, school districts, or municipal monies.

- M. Contractors Guarantee: The Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of two (2) years from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation. The determination of the necessity for the repair or replacement of said project, and associated incidentals or any portion thereof, shall rest entirely with the Director of Public Works whose decision upon the matter shall be final and obligatory upon the Contractor.

VERIFICATION OF COMPLIANCE WITH C.R.S. 8-17.5-101 ET.SEQ. REGARDING HIRING OF ILLEGAL ALIENS

(a) Employees, Contractors and Subcontractors: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]

(b) Verification: Contractor will participate in either the E-Verify program or the Department program, as defined in C.R.S. 8-17.5-101 (3.3) and 8-17.5-101 (3.7) respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract. Contractor is prohibited from using the E-Verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

(c) Duty to Terminate a Subcontract: If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:

(1) notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the sub-contract with the subcontractor if, within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with the illegal alien.

(d) Duty to Comply with State Investigation: Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation by that the Department is undertaking pursuant to C.R.S. 8-17.5-102 (5).

(e) Damages for Breach of Contract: The City may terminate this contract for a breach of contract, in whole or in part, due to Contractor's breach of any section of this paragraph or provisions required pursuant to C.R.S. 8-17.5-102. Contractor shall be liable for actual and consequential damages to the City in addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract under this Paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first written above.

CITY OF ENGLEWOOD

By: _____ Date: 6/15/15
(Department Director)

By: _____ Date: _____
(City Manager)

By: _____ Date: _____
Linda Olson, Mayor Pro Tem

ATTEST: _____
City Clerk

Norcon Concrete Construction Corporation
Contractor (print company name)

By: _____ Date: 6-15-15
Aaron L. Kaiser, President
(Print name and Title)

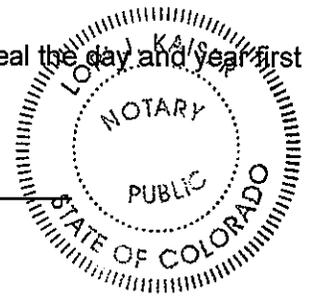
STATE OF Colorado)
COUNTY OF Adams) ss.

On this 15th day of June, 2015, before me personally appeared Aaron L. Kaiser known to me to be the President of Norcon Concrete Construction Corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires: 7-14-2016

NOTARY A. L. Kaiser



COUNCIL COMMUNICATION

| | | |
|---|-------------------------------|---|
| Date: June 15, 2015 | Agenda Item: 11 c i | Subject: Resolution for a Supplemental Appropriation of Funds for Englewood's Commercial Catalyst Grant Program |
| Initiated By: Finance and Administrative Services Department/ Community Development Department | | Staff Source: Eric Keck, City Manager and Acting Finance Director |

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City of Englewood's Mission is to promote and ensure a high quality of life, economic vitality, and a uniquely desirable community identity.

Staff discussed the supplemental funding appropriation request for Englewood's Commercial Catalyst Grant Program with Council at the June 1, 2015 Study Session and Council recommended staff take the necessary actions to move this effort forward.

RECOMMENDED ACTION

Staff recommends City Council approve a resolution authorizing a transfer and appropriation of \$50,000 to support Englewood's Commercial Catalyst Grant Program. The funds for this project originated from the unassigned fund balance.

SOURCES AND USES OF FUNDS:

DONORS FUND:

SOURCE OF FUNDS:

| | |
|-------------------------|----------|
| Unassigned Fund Balance | \$50,000 |
|-------------------------|----------|

USE OF FUNDS:

| | |
|------------------------------|----------|
| Transfer Out to General Fund | \$50,000 |
|------------------------------|----------|

GENERAL FUND:

SOURCE OF FUNDS:

| | |
|-------------------------------|----------|
| Transfer In from Donor's Fund | \$50,000 |
|-------------------------------|----------|

USE OF FUNDS:

| | |
|--|----------|
| Community Development Department – Economic Incentives Account Number - 02-0801-57301 | \$50,000 |
|--|----------|

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Last year Council authorized program changes, which allow funds to be used for permanent interior improvements and the maximum grant amount was increased. These changes coupled with an active real estate market have resulted in strong demand for the program funds. The Commercial Catalyst Program receives an annual budget allocation of \$100,000 per year. As of June 1, the program has committed 90% of its funding allocation and has 2 grant applications pending approval that would take the program over budget.

Given the trajectory of the program it is very likely that the program has the capacity to spend over \$100,000 on eligible projects.

FINANCIAL IMPACT

Provide \$50,000 in a supplemental appropriation to Englewood's Commercial Catalyst Grant Program; this will reduce the Donor's Fund reserves by \$50,000. Any unused funds remaining in the Commercial Catalyst Program account at the end of the year will revert to the City's General Fund.

LIST OF ATTACHMENTS

Proposed Resolution

RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION FOR A SUPPLEMENTAL APPROPRIATION OF FUNDS FOR
ENGLEWOOD'S COMMERCIAL CATALYST GRANT PROGRAM.

WHEREAS, the City of Englewood is required by City Charter to ensure that expenditures do not exceed legally adopted appropriations; and

WHEREAS, in 2014 City Council authorized program changes, which allow funds to be used for permanent interior improvements and the maximum grant amount was increased. These changes coupled with an active real estate market have resulted in strong demand for the program funds; and

WHEREAS, the Commercial Catalyst Program receives an annual budget allocation of \$100,000 per year, as of June 1, 2015 the program has committed 90% of its funding allocation and has 2 grant applications pending approval that would take the program over budget; and

WHEREAS, funding is available from the remaining Englewood Small Business Development Corporation (ESBDC) funds, which were transferred to the City after the ESBDC dissolved; and

WHEREAS, the 2015 Budget was submitted and approved by the Englewood City Council on November 3, 2014; and

WHEREAS, the passage of this resolution transfers and appropriates \$50,000 to support Englewood's Commercial Catalyst Grant Program; and

WHEREAS, transfers funds to this project originated from the ESBDC funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The Budget for the General Fund of the City of Englewood, Colorado, is hereby amended for the year 2015, as follows:

DONORS FUND:

SOURCE OF FUNDS:

| | |
|-------------------------|----------|
| Unassigned Fund Balance | \$50,000 |
|-------------------------|----------|

USE OF FUNDS:

| | |
|------------------------------|----------|
| Transfer Out to General Fund | \$50,000 |
|------------------------------|----------|

GENERAL FUND:

SOURCE OF FUNDS:

Transfer In from Donor's Fund \$50,000

USE OF FUNDS:

Community Development Department – Economic Incentives \$50,000

Section 2. The City Manager and the City Treasurer are hereby authorized to make the above changes to the 2015 Budget for the City of Englewood.

ADOPTED AND APPROVED this 15th day of June, 2015.

ATTEST:

Linda Olson, Mayor Pro Tem

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2015.

Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

| | | |
|---|---|---|
| Date June 15, 2015 | Agenda Item 11 c ii | Subject Big Dry Creek Diversion |
| INITIATED BY Utilities Department | STAFF SOURCE Tom Brennan, Utilities Manager | |

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

On April 21, 2014 Council approved, by motion, a settlement agreement with the City of Denver and Grand County.

RECOMMENDED ACTION

The Water and Sewer Board, at their April 14, 2015 meeting, recommended Council approve, by motion, a contract with McLaughlin Whitewater Design Group.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Big Dry Creek discharges into the S. Platte River about 300 yards above the water intake at the Union Ave. Pump Station. The Big Dry Creek project would give the option of allowing water to bypass the intake structure. This bypass would alleviate hardness issues during low flow periods in the river. A structure for this purpose had existed but was destroyed during the 1965 flood.

The proposed contract authorizes McLaughlin Whitewater Design Group to perform Alternative Analysis, Preliminary Design and Special Services. The Special Services include base mapping and support during the preliminary permitting process with the U.S. Army Corp of Engineers.

FINANCIAL IMPACT

The contract amount is \$78,435.00. The full contract amount will be funded from the \$600,000 received from the Denver Water Board Settlement. The settlement stipulates that the funds be dedicated to alleviating water hardness at the Allen Water Treatment Plant.

LIST OF ATTACHMENTS

McLaughlin Whitewater Design Group Professional Services Proposal
Professional Services Agreement



McLaughlin Whitewater
design group

A DIVISION OF MERRICK & COMPANY

March 30, 2015

Tom Brennan, P.E.
City of Englewood
Utilities Department
1000 Englewood Parkway
Englewood, CO 80110

**RE: Professional Services Proposal
Big Dry Creek Diversion Replacement – Englewood Colorado**

Dear Mr. Brennan:

McLaughlin Whitewater Design Group (MWDG), a Division of Merrick & Company, is submitting this scope of work and budget to complete professional services for the above referenced project. The work will include Alternatives Analysis, Preliminary Design and Special Services. MWDG is proposing to team with ERO (permitting) and Aztec Survey (mapping).

BACKGROUND

A major flood in 1965 caused wide-spread damage along the South Platte River. Englewood's diversion structure at the confluence of Big Dry Creek and South Platte River was destroyed.

MWDG met with you and Dave Coffman on site on February 10th to discuss the replacement of the diversion. Project purpose and objectives discussed:

- Purpose: Improve raw water quality at Englewood's primary drinking water intake on the South Platte River at Union Avenue. Water quality, particularly Hardness, in Big Dry Creek is poor creating treatment issues.
- Objective: Divert flows from Big Dry Creek (approximately 5 cfs) year-round and discharge below primary drinking water intake at Union Avenue.

Additional items discussed included:

- The City has contact the USACE regarding CWA 404 permitting. The USACE indicated that a permit will likely be required and suggested the City work with a permitting specialist.
- Flood Conveyance – FEMA Flood Hazard Zones have been mapped on Big Dry Creek. MWDG anticipates that the proposed project will need to meet "no-rise" criteria.

- Urban Drainage and Flood Control District has completed a master plan for Big Dry Creek including bank and channel stabilization. MWDG suggests that UDFCD be approached for possible partnering and integration of master plan improvements with diversion work.
- Hardness not from an identified point source – likely from soil exfiltration throughout basin and urbanization.
- There are no water users between the confluence and proposed discharge location besides Englewood.

SCOPE

Professional services scope of work has been divided into Special Services and Preliminary Design.

Special Services

Task 1: Permitting Support

MWDG and design team (ERO) will provide the City support during the preliminary permitting process for the following permits during this phase of work:

- CWA Section 404 – MWDG will support ERO's (subconsultant to MWDG) 404 permitting effort by providing project information, such as narratives of project purpose and improvements, sketches, and assistance with initial consult with USACE. Initial meetings will be held with the USACE. A permitting strategy will be developed based on information gathered and consult with USACE. Final permitting including formal applications would be completed in a future phase (Final Design). Specific tasks that will be completed for CWA permitting are as follows:
 - Wetland Delineation
 - Endangered Species Act Compliance
 - Meetings with Regulators
 - Prepare Pre-construction Notification to the USACE
 - Prepare Hydrologic Depletions Analysis
 - Project Coordination
- Floodplain –MWDG will coordinate with the City's Floodplain administrator Allen White to determine required permitting and analysis.

Refer to Attachment C for the detailed permitting tasks and deliverables for the CWA 404 permit (ERO's scope).

Deliverables:

1. *Coordinate, prepare for, and attend one meeting with USACE w/ meeting notes.*

2. *Support Documents 404 Permits (for ERO) – project descriptions, write-ups, sketches, assistance with initial consult with USACE*
3. *See Attachment C for additional CWA 404 deliverables.*
4. *Coordinate, prepare for, and attend one meeting with Englewood Floodplain Administrator w/ meeting notes.*

Task 2: Stakeholder/Owner Engagement

It appears there are three primary Owners/Stakeholders in the project area – South Suburban Parks and Recreation District (trail/bridge at Big Dry Creek), Colorado Water Conservation Board (River Owner), and Urban Drainage and Flood Control District MWDG would coordinate and attend three meetings with these entities to present the proposed project. Meeting objectives would include identifying partnering opportunities, ownership/easements, and any project requirements.

Deliverables:

1. *Attendance at three (3) Stakeholder/Owner meetings.*
2. *Meeting materials (e.g. Power Point presentations, sketch/drawings)*
3. *Meeting notes*

Task 3: Base Mapping

MWDG will complete topographic and bathymetric survey for the creek bottom, banks, and top of banks from the confluence with South Platte River to east side of Sante Fe Boulevard. Detailed ground survey will be conducted in diversion area. Cross sections at approximately 200 foot intervals will be surveyed along the creek upstream of the project area for flood and hydraulic analysis. MWDG completed survey work as part of the River Run Park project. Mapping from that project will be combined with new mapping for a complete base map for the project. Control points will be set. A private utility locate service will be hired to “paint” existing utilities for survey. Englewood to provide MWDG any available utility information in the project area. Potholing of utilities will be completed by the City as needed based on preferred alternative.

Property ownership and easement research will be conducted by a title search with limited field survey work to delineate approximate property lines and easements for design purposes. In areas where research indicates property lines are close to improvements or construction access will be needed additional field work may be added by the City to more accurately locate property lines. Easements and property lines will be added to base mapping.

Deliverables: -Site Base Map w/ Property Lines & Easements (approximate)

Preliminary Design Phase

Two concept alternatives will be developed for the diversion and conveyance systems. Preliminary design will be completed for the City selected alternative. The following tasks will be completed for this phase

Task 4: Coordination Meetings

Conduct meetings with City of Englewood during preliminary design phase for coordination and review. Meetings will focus on project requirements, operations, proposed designs, utility conflicts, permitting and approval processes.

Deliverables:

1. *Conduct three (3) meetings*
2. *Meeting Agendas & Minutes*

Task 5: Flood Analysis

The project requires a flood submittal and analyses. Proposed improvements that could affect flood conveyance including diversion and intake structure will be analyzed. One dimensional hydraulic modeling will be performed using HEC-RAS software. A Flood Insurance Study has been completed by FEMA along Big Dry Creek. It is assumed that the City has the Effective FEMA HEC-RAS model in electronic form and that no significant changes within the reach have been made since the effective date (i.e. Existing and Corrected Effective Models are the same). MWDG will perform the flood analysis using this model.

Deliverables:

1. *Flood Analysis including a no-rise certification per FEMA requirements. A CLOMR or LOMR is not included.*

Task 6: Diversion Hydraulic Analysis

The hydraulic analysis will entail closed conduit hydraulics of the diversion piping, analysis of the intake and bar rack. This will establish the required control section elevations. The low-flow hydraulics of the main channel structure including low flow notch and control section will then be conducted.

Deliverables:

1. *None (analysis summary and results included in Task 8)*

Task 7: Alternative Concepts

It is anticipated that the general layout and alignment of the drop structure and pipeline will present no significant alternates or options. These will be developed to a schematic

level in this Task to support the development/selection of the intake design. Two alternatives are anticipated for the intake – a side spill with fixed crest control and an intake with an inline gate or adjustable crest control.

Deliverables:

Concept Drawings (Hardcopies (3), Electronic files (PDFs))

- Total Estimated Sheets: 3

-Diversion & Intake Plans: 2

-Plan & Profiles: 1

Task 8: Preliminary Design

The alternative selected by the City will be further developed to a preliminary design level. The designs will integrate with improvements currently being planned along this reach by MWDG. The drawings will be created in AutoCAD using MWDG's standard format. A technical memorandum will be written and include the basis of design, recommendations for final design, and an opinion of probable cost.

Deliverables:

1. *Preliminary Drawings (Hardcopies (3), Electronic files (PDFs))*

- Total Estimated Sheets: 3

-Diversion & Intake Plan: 1

-Plan & Profile: 1

-Detail Sheets: 1

2. *Engineer's Opinion of Probable Costs*

3. *Technical Design Memorandum*

PROJECT TEAM

MWDG (Prime) Key Staff

- Rick McLaughlin, PE – Senior Project Manager
- Ben Nielsen, PE – Project Engineer/Project Manager

Sub-Consultants

- ERO – Permitting
- Aztec Survey – Base Mapping

Changes in key staff or sub-consultants will be approved by the City.

ASSUMPTIONS

1. Drawings 22" x 34" MWDG standards.
2. No public or agency meetings (other than those outlined above) are required.

3. Preliminary Design will be accepted by the USACE Flood Readiness Branch without significant changes to proposed improvements.
4. Permit application and fees are not included.
5. FEMA CLOMR not required.
6. All deliverable drawings in AutoCAD format.
7. Legal boundary survey is not required.

METHOD OF PAYMENT

Services will be billed on an hourly rate plus expenses basis, not to exceed the maximum budget (unless authorized by City). Effort is estimated as shown on the attached Project Budget Worksheet. The budget for preliminary design services is **\$48,135**.

Special Services will be billed as hourly rate plus expenses. The amount of time required to provide these services is difficult to predict and is dependent on work requested by the City and other factors outside the control of the Design Team. A budget of **\$30,300** has been included and will not be exceeded without previous written authorization by City.

The total budget of preliminary design and special services is **\$78,435**.

SCHEDULE

MWDG will make reasonable efforts to perform the scope of work with expedience to meet the following schedule:

- March 15, 2015 – Notice to Proceed
- April 15, 2015 – Mapping Completed
- June 15, 2015 – Concept Alternatives Completed
- August 15, 2015 – Preliminary Design Completed

Schedule shown is preliminary. City and MWDG will establish mutually agreed upon project schedule once contract is approved by the Water and Sewer Board and City Council.

ATTACHMENTS

The following attachments are made part of this proposal

| | |
|--------------|---|
| Attachment A | Project Budget Worksheet |
| Attachment B | Schedule of Standard Hourly Billing Rates |
| Attachment C | Subconsultant Proposals |

Please feel free to contact us at (303) 964-3333 if you have any questions or if you would like to discuss this proposal further. We look forward to working with the City toward a successful project.

Very truly yours,

McLaughlin Whitewater Design Group, a Division of Merrick & Company

Richard McLaughlin, P.E.
Senior Project Manager

Benjamin Nielsen, P.E.
Project Engineer

Attachment A – PROJECT BUDGET WORKSHEET

Attachment A
Project Budget Worksheet



ESTIMATED HOURS

| Tasks | McLaughlin Whitewater Design Group | | | | | | | company total 74% | ERO | AZTEC SURVEY | Extended Task | Subtotal Cost |
|---|------------------------------------|------------------|-----------------|------------------|----------|----------|----------|----------------------|----------|--------------|---------------|---------------|
| | Senior P.M. | Project Engineer | Design Engineer | Senior CADD Tech | Clerical | Expenses | | | | | | |
| | \$175 | \$135 | \$90 | \$110 | \$75 | | | | | | | |
| | 39.0 | 174.0 | 188.0 | 92.0 | 4.0 | \$0 | \$57,655 | \$7,500 | \$13,280 | \$78,435 | \$78,435 | |
| 1 Special Services - Permitting Support | | | | | | | | | | | \$12,115 | |
| 1.01 404 & 401 | 1 | 8 | | | | | \$1,255 | \$6,500 | | \$7,755 | | |
| 1.02 Floodplain & UDFCD | 1 | 4 | | | | | \$715 | \$1,000 | | \$1,715 | | |
| 1.03 Meetings -2 - USACE & Floodplain Admin | | 8 | | | | | \$1,080 | | | \$1,080 | | |
| 2 Special Services - Stakeholder/Owner Engagement | | | | | | | | | | | | |
| 2.01 Prepare and attend three (3) meetings | 2 | 9 | | | | | \$1,565 | | | \$1,565 | | |
| 3 Special Services - Base Mapping | | | | | | | | | \$13,280 | \$13,280 | \$18,185 | |
| 3.01 Complete Topographic and Bathymetric Survey | | 4 | | | | | \$540 | | | \$540 | | |
| 3.02 Property ownership and easement research | | 2 | 2 | | | | \$450 | | | \$450 | | |
| 3.03 Utility Locates | | 2 | 6 | | | | \$810 | | | \$810 | | |
| 3.04 Develop Base maps in AutoCAD | 3 | 4 | 8 | 12 | | | \$3,105 | | | \$3,105 | | |
| 4 Preliminary Design Phase - Coordination Meetings | | | | | | | | | | | \$1,565 | |
| 4.01 Conduct three (3) meetings | 2 | 9 | | | | | \$1,565 | | | \$1,565 | | |
| 5 Flood Analysis | | | | | | | | | | | \$10,060 | |
| 5.01 Run Duplicative Effective Model | | 2 | 2 | | | | \$450 | | | \$450 | | |
| 5.02 Corrected Effective Model - Assume no changes | | | | | | | | | | | | |
| 5.03 Existing Conditions Model | | 2 | 8 | | | | \$990 | | | \$990 | | |
| 5.04 Proposed Conditions Model | 2 | 8 | 32 | | | | \$4,310 | | | \$4,310 | | |
| 5.05 No-Rise Certificate & Report | 2 | 24 | 8 | | | | \$4,310 | | | \$4,310 | | |
| 6 Diversion Hydraulic Analysis | | | | | | | | | | | \$3,400 | |
| 6.01 Closed Conduit Hydraulics | 1 | 2 | 4 | | | | \$805 | | | \$805 | | |
| 6.02 Intake & Grate Hydraulics | 2 | 2 | 8 | | | | \$1,340 | | | \$1,340 | | |
| 6.03 Channel Control Hydraulics | 1 | 4 | 6 | | | | \$1,255 | | | \$1,255 | | |
| 7 Alternative Concepts | | | | | | | | | | | \$14,875 | |
| 7.01 Intake Options | 4 | 8 | 16 | | | | \$3,220 | | | \$3,220 | | |
| 7.02 Pipeline Layout | 1 | 6 | 12 | | | | \$2,065 | | | \$2,065 | | |
| 7.03 Drop Structure Schematic layout | 2 | 4 | 6 | | | | \$1,430 | | | \$1,430 | | |
| 7.04 Initial Costing | 2 | 4 | 8 | | | | \$1,610 | | | \$1,610 | | |
| 7.05 Drawings - 3 sheets | 2 | 8 | 8 | 40 | | | \$6,550 | | | \$6,550 | | |
| 8 Preliminary Design of Selected Alternative | | | | | | | | | | | \$18,235 | |
| 8.01 Preliminary Design of the Drop Structure | 2 | 8 | 16 | | | | \$2,870 | | | \$2,870 | | |

Attachment A
Project Budget Worksheet



ESTIMATED HOURS

| Tasks | McLaughlin Whitewater Design Group | | | | | | company total 74x | ERO | AZTEC SURVEY | Extended Task | Subtotal Cost |
|--|------------------------------------|------------------------------|----------------------------|------------------------------|------------------|----------|-------------------------|-----|-----------------|------------------|------------------|
| | Senior P.M. \$175 | Project Engineer \$135 | Design Engineer \$90 | Senior CADD Tech \$110 | Clerical \$75 | Expenses | | | | | |
| | 39.0 | 174.0 | 188.0 | 92.0 | 4.0 | \$0 | | | | | |
| 8.02 Preliminary Design of Pipeline and Outlet | 1 | 8 | 8 | | | | \$1,975 | | | \$1,975 | |
| 8.03 Preliminary Design of Selected Intake | 2 | 12 | 10 | | | | \$2,870 | | | \$2,870 | |
| 8.04 Drawings - 3 sheets | 2 | 8 | 8 | 40 | | | \$6,550 | | | \$6,550 | |
| 8.05 Statement of Probable Cost | 2 | 6 | 8 | | | | \$1,880 | | | \$1,880 | |
| 8.06 Technical Design Memorandum | 2 | 8 | 4 | | 4 | | \$2,090 | | | \$2,090 | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

Attachment B – Schedule of Standard Hourly Billing Rates

| Personnel Work Class | Per hr. |
|---|----------|
| PROJECT MANAGEMENT: | |
| Senior Project Manager | \$175.00 |
| Project Manager | \$150.00 |
| PROJECT ENGINEERING: | |
| Senior Project Engineer | \$155.00 |
| Project Engineer | \$135.00 |
| Senior Design Engineer | \$110.00 |
| Design Engineer | \$90.00 |
| FIELD ENGINEERING / CONSTRUCTION INSPECTION: | |
| Senior Field Engineer | \$145.00 |
| Field Engineer | \$125.00 |
| Cost Estimator | \$110.00 |
| Senior Inspector | \$115.00 |
| Inspector | \$90.00 |
| LANDSCAPE ARCHITECT: | |
| Senior Landscape Architect | \$125.00 |
| Landscape Architect | \$110.00 |
| DRAFTING: | |
| Senior CADD Technician | \$110.00 |
| CADD Technician | \$80.00 |
| ADMINISTRATION: | |
| Clerical | \$75.00 |

Rates will be negotiated for personnel with qualifications not identified in the above schedule.

Monthly rates can be furnished for full-time Inspectors.

| | |
|------------------------------|----------------------------|
| BILLABLE EXPENSES: | |
| Subconsultant | Cost plus 5% |
| Courier | Cost |
| Travel | Cost |
| Printing/Reproduction | Cost |
| Communications Equipment | Cost |
| GPS System | \$100.00/unit/day |
| Vehicle Mileage | Current Allowable IRS Rate |
| Other Materials or Equipment | Cost plus 5% |

This Schedule of Standard Hourly Billing Rates is considered to be "CONFIDENTIAL" information. Release of any information contained herein to third parties is prohibited without written consent from Merrick & Company. The above billing rates will be held firm through December 31, 2015.

Attachment C – SUBCONSULTANT PROPOSALS

ERO RESOURCES CORPORATION'S PROPOSED SCOPE OF WORK

BIG DRY CREEK DIVERSION SECTION 404 PERMITTING

FEBRUARY 23, 2015

McLaughlin Whitewater Design Group (Client), on behalf of the City of Englewood (City) requested that ERO Resources Corporation (ERO) prepare a scope of services to perform ecological services for a proposed diversion of Big Dry Creek at the confluence with the South Platte River in Englewood, Colorado. The proposed project will require impacts to wetlands and other waters of the U.S along Big Dry Creek. Based on preliminary project information, it is likely Section 404 of the Clean Water Act authorization from the U.S. Army Corps of Engineers (Corps) is required. ERO will perform the following tasks to assist the Client with Section 404 permitting.

Task 1: Wetland Delineation

ERO Resources will evaluate the overlook project area for wetlands or other potential waters of the U.S. Areas with wetland indicator species will be investigated for soil and hydrologic indicators. Wetlands will be delineated following the methods in the revised online version of *Corps' Wetland Delineation Manual (1987)* and appropriate regional supplement. Open water and channels will be determined based on the presence of an ordinary high water mark as defined in 33 CFR Part 328. The boundaries of wetlands, open water, and channels will be mapped to sub-meter accuracy by ERO using a Global Positioning System (GPS), or, when appropriate, boundaries will be mapped onto an appropriately-scaled aerial photograph. ERO will incorporate the wetland boundaries into project base mapping provided by the Client and will send the Client a revised base mapping file that includes a layer with the boundaries of wetlands, open water, and channels.

Products

- Digital file showing wetland boundaries

ERO RESOURCES CORPORATION'S PROPOSED SCOPE OF WORK
BIG DRY CREEK DIVERSION
SECTION 404 PERMITTING

Task 5. Prepare Hydrologic Depletions Analysis

The proposed project would likely result in depletions to the South Platte River between the intake and outfall structure, and therefore the Corps may require a hydrologic analysis of the portion of the South Platte River that would be affected by the diversion. This includes providing information on existing aquatic resources potentially affected by the project and the potential effects on these resources. Resources that would need evaluation include flows, water quality, aquatic life, and wetland and riparian habitat.

Products

- Hydrologic analysis to be included with the Section 404 of the CWA permit application.

Assumptions

- The analysis would be based on information available from the City, Client, or other resources and that additional information would not be required. If additional research is required, ERO will prepare a new scope of work.

Task 6. Project Coordination

ERO will ensure all documents and figures are reviewed for technical and editorial accuracy. This task also includes items associated with project coordination such as team communication, project management, and quality assurance. ERO will attend up to two meetings with the project team to discuss the project status.

Estimated Costs

Tasks 1 through 6 will be completed on a time-and-materials basis for a cost estimated to be \$6,500.00, including expenses billed at cost plus 3% (see below for breakout).

| | | |
|---------|---------------------------------------|-------------------|
| Task 1. | Wetland Delineation | \$1,000.00 |
| Task 2. | Endangered Species Act Compliance | \$500.00 |
| Task 3. | Meetings with Regulators | \$500.00 |
| Task 4. | Prepare Pre-Construction Notification | \$2,500.00 |
| Task 5. | Prepare Hydrologic Analysis | \$1,500.00 |
| Task 3. | Project Coordination | \$500.00 |
| | Total including expenses | \$6,500.00 |



February 18, 2015

Benjamin A. Nielsen, P.E.
Merrick/McLaughlin Whitewater Design Group
2420 Alcott Street
Denver, CO 80211

Re: Proposal to Provide Surveying Services for
Big Dry Creek Diversion - Design Survey
Englewood, Colorado

Ben:

Aztec Consultants, inc. is pleased to submit this proposal to provide surveying services for the **Big Dry Creek Diversion Project** located in Englewood, Colorado. The following outlines our Scope of Services, Fee and Schedule.

Scope of Services

1. Control Survey

- Establish horizontal and vertical survey control for the site based on AutoCAD files prepared by MWDG. Client to provide the AutoCAD files containing point tabulation for tying into existing control points. Vertical Datum will be NAVD88.
- Set 4 control points on site in locations not likely to be disturbed during any construction.
- Prepare a Survey Control Plan illustrating primary and site control points along with coordinate and elevation tabulation, basis of bearings and vertical benchmark with datum.

2. Design Survey

- Field survey to locate improvements, ground features, trees and utilities within the survey limits. The survey limits are outlined in red on the attached "EXHIBIT A".
- Contract with a utility locating company to have the underground utilities marked within the mapping limits. All known utilities that are capable of "Electronic Designation" will be located. Utilities must have a "Traceable" line in order to be deemed "Locatable". Any utilities without a "Traceable" line cannot be located.
- Field survey of the utility markings and add the data to the topographic base map.
- As-built survey of any sanitary and storm structures, manholes and inverts servicing the site and add the data to the topographic base map.
- Survey water surface level at creek flow during survey.
- Survey pedestrian bridge deck and low chord elevations.
- Provide a final topographic base map in AutoCAD format containing planimetrics, points, utilities, 1' contours and DTM.

M:\PROPOSAL\PR_11001-11400\Pr_11129.doc

8000 S. Lincoln Street • Suite 201 • Littleton, CO 80122 • Main (303) 713-1898 • Fax (303) 713-1897

Benjamin A. Nielsen
2/17/2015

3. Cross Section Survey

- Field survey to collect cross sections of the 8 sections in red on the attached "EXHIBIT A".
- Survey 2 FEMA flood cross sections. Locations to be determined later.
- Grade breaks, tops, toes of slopes, banks of creek, flow line of creek, improvements will be captured along each cross section.
- Add the cross section data to the topographic base map.

4. ROW/Ownership Map

- Research Arapahoe County records to obtain subdivision plats, Land Survey Plats and deeds relevant to the area.
- Perform a field survey to locate section corners and property corners controlling the ROW lines and parcel boundaries of the areas inside and adjacent to the portion outlined in red on the attached "EXHIBIT A". There are 7 parcels affected.
- Resolve any discrepancies between field measured data and record data.
- Provide a final map with parcel boundaries and ROW lines and ownership information.
- Obtain 7 title commitments (at \$450 each) to provide the vesting deeds of the 7 subject parcels and to identify and plot existing easements and encumbrances of record.
- Add all ownership and easement data to the AutoCAD base map.

Fee

The Client agrees to pay AzTec Consultants compensation for services performed on a fixed fee basis, except as noted. The fees quoted herein will be used as a guide in determining the percentage of work completed by AzTec, where applicable. Progress billings will be made towards the end of each month for services performed during that period. All bills are due and payable upon receipt of invoice.

- 1. Control Survey.....Lump Sum Fee: \$1,080
- 2. Design SurveyLump Sum Fee: \$3,200
- 3. Cross Section SurveyLump Sum Fee: \$2,100
- 4. ROW/Ownership Map.....Lump Sum Fee: \$6,900

Total Lump Sum Fee: \$13,280

Schedule

The Scope of Services for Tasks 1-3 will be completed within Three (3) weeks from the date that Written Notice to Proceed is received. Schedule for Task 4 will be dependent upon the title company's timeliness in providing the title commitments.

Benjamin A. Nielsen
2/17/2015

General Terms

It is understood and agreed between the parties that the total fee as described herein is for the scope of services as set forth herein. If unforeseen field conditions exist, assumptions of this proposal are not met or additional services are requested by **Merrick/McLaughlin Whitewater Design Group**, (Client), the scope of the additional services and a lump sum fee will be determined and a change order will be prepared and sent to Client describing the scope and fees of the additional services requested. Work on the additional services will not commence until written authorization to proceed is received via standard mail, facsimile or e-mail.

We look forward to being a part of your team for this project. Please call if you have any questions.

Sincerely,

AzTec Consultants, Inc.

Dale C. Rush PLS
Vice President

Approved and accepted this _____ day of _____, 2015, by

(Signature)

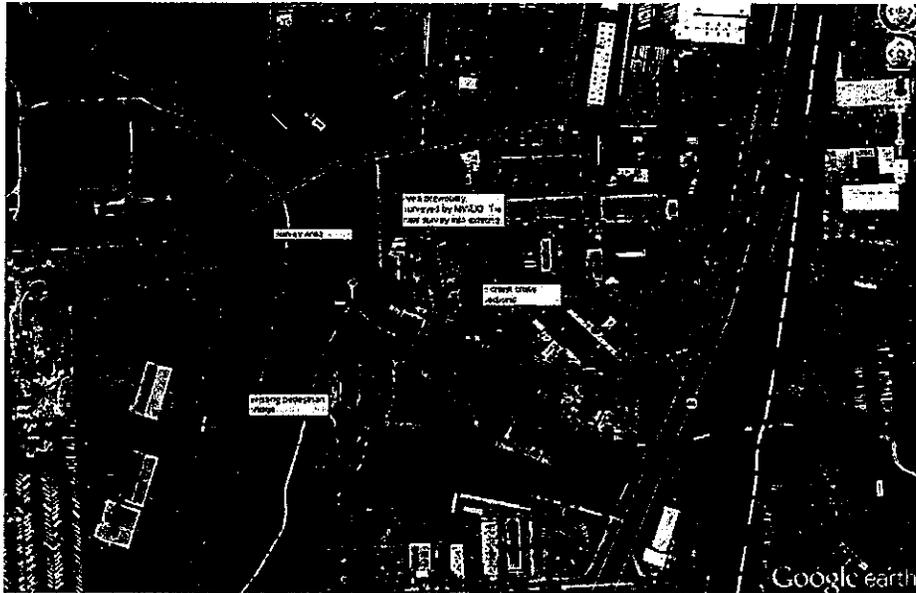
_____ for _____

(Title)

(Client name)

Benjamin A. Nielsen
2/17/2015

EXHIBIT "A" SURVEY LIMITS & CROSS SECTION LOCATIONS





A DIVISION OF MERRICK & COMPANY

May 27, 2015

Tom Brennan, P.E.
City of Englewood
Utilities Department
1000 Englewood Parkway
Englewood, CO 80110

**RE: Agreement for Professional Services Sub Consultants
Big Dry Creek Diversion Replacement – Englewood Colorado**

Dear Mr. Brennan:

McLaughlin Whitewater Design Group (MWDG), a Division of Merrick & Company, has notified our sub consultants, Aztec Consultants, Inc. and ERO Resources Corporation, that they are subject to the obligations of the Agreement between the City of Englewood and MWDG. A copy of the Agreement was sent to each consultant for their review and acknowledgement.

Please feel free to contact us at (303) 964-3333 if you have any questions or need additional contract documentation. We look forward to working with the City toward a successful project.

Very truly yours,

McLaughlin Whitewater Design Group, a Division of Merrick & Company

Richard McLaughlin, P.E.
Senior Project Manager

Benjamin Nielsen, P.E.
Project Engineer

PROFESSIONAL SERVICES AGREEMENT
Contract Number PSA/15-25

This Professional Services Agreement (the "Agreement") is made as of this 1st day of June, 2015, (the "Effective Date") by and between McLaughlin Whitewater Design Group, A Division of Merrick & Company, a Colorado corporation ("Consultant"), and The City of Englewood, Colorado, a municipal corporation organized under the laws of the State of Colorado ("City").

City desires that Consultant, from time to time, provide certain consulting services, systems integration services, data conversion services, training services, and/or related services as described herein, and Consultant desires to perform such services on behalf of City on the terms and conditions set forth herein.

In consideration of the foregoing and the terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. The terms set forth below shall be defined as follows:

(a) "Intellectual Property Rights" shall mean any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (1) rights associate with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (2) trademark and trade name rights and similar rights, (3) trade secret rights, (4) patents, designs, algorithms and other industrial property rights, (5) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (6) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

(b) "Work Product" shall mean all patents, patent applications, inventions, designs, mask works, processes, methodologies, copyrights and copyrightable works, trade secrets including confidential information, data, designs, manuals, training materials and documentation, formulas, knowledge of manufacturing processes, methods, prices, financial and accounting data, products and product specifications and all

other Intellectual Property Rights created, developed or prepared, documented and/or delivered by Consultant, pursuant to the provision of the Services.

2. Statements of Work. During the term hereof and subject to the terms and conditions contained herein, Consultant agrees to provide, on an as requested basis, the consulting services, systems integration services, data conversion services, training services, and related services (the "Services") as further described in Schedule A (the "Statement of Work") for City, and in such additional Statements of Work as may be executed by each of the parties hereto from time to time pursuant to this Agreement. Each Statement of Work shall specify the scope of work, specifications, basis of compensation and payment schedule, estimated length of time required to complete each Statement of Work, including the estimated start/finish dates, and other relevant information and shall incorporate all terms and conditions contained in this Agreement

3. Performance of Services.

(a) Performance. Consultant shall perform the Services necessary to complete all projects outlined in a Statement of Work in a timely and professional manner consistent with the specifications, if any, set forth in the Statement of Work, and in accordance with industry standards. Consultant agrees to

exercise the degree of professionalism ordinarily exercised by professionals practicing in the same locality and specialty under the same or similar conditions, subject to site conditions and time limits and financial and physical constraints imposed by the City, and to utilize its expertise and creative talents in completing the projects outlined in a Statement of Work. Consultant makes no warranties or guaranties, express or implied, of any kind, nature or type whatsoever (including those of condition, merchantability, suitability and fitness for a particular purpose or use) regarding the services. Consultant expressly disclaims all such warranties or guaranties. The foregoing is collectively referred to as the "Standard of Care".

(b) Delays. Consultant agrees to notify City promptly of any factor, occurrence, or event coming to its attention that may affect Consultant's ability to meet the requirements of the Agreement, or that is likely to occasion any material delay in completion of the projects contemplated by this Agreement or any Statement of Work. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure. Consultant shall perform its services in accordance with the agreed to project schedule for each Statement of Work.

(c) Discrepancies. If anything necessary for the clear understanding of the Services has been omitted from the Agreement specifications or it appears that various instructions are in conflict, Consultant shall secure written instructions from City's project director before proceeding with the performance of the Services affected by such omissions or discrepancies.

4. Invoices and Payment.

Unless otherwise provided in a Statement of Work, City shall pay the amounts agreed to in a Statement of Work within thirty (30) days following the receipt of Consultant's invoice by City of the work called for in a Statement of Work by City. If City disputes all or any portion of an invoice for charges, then City shall pay the undisputed portion of the invoice by the due date and shall provide the following notification

with respect to the disputed portion of the invoice. City shall notify Consultant within fourteen (14) days of receipt of Consultant's invoice of the specific amount disputed and shall provide reasonable detail as to the basis for the dispute. The parties shall then attempt to resolve the disputed portion of such invoice as soon as possible. Upon resolution of the disputed portion, City shall pay to Consultant the resolved amount.

5. Taxes. City is not subject to taxation. No federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices. City shall not be obligated to pay or reimburse Consultant for any taxes attributable to the sale of any Services which are imposed on or measured by net or gross income, capital, net worth, franchise, privilege, any other taxes, or assessments, nor any of the foregoing imposed on or payable by Consultant. Upon written notification by City and subsequent verification by Consultant, Consultant shall reimburse or credit, as applicable, City in a timely manner, for any and all taxes erroneously paid by City. City shall provide Consultant with, and Consultant shall accept in good faith, resale, direct pay, or other exemption certificates, as applicable.

6. Out of Pocket Expenses. Consultant shall be reimbursed only for expenses which are expressly provided for in a Statement of Work or which have been approved in advance in writing by City, provided Consultant has furnished such documentation for authorized expenses as City may reasonably request.

7. Audits. Consultant shall provide such employees and independent auditors and inspectors as City may designate with reasonable access to all sites from which Services are performed for the purposes of performing audits or inspections of Consultant's operations and compliance with this Agreement. Consultant shall provide such auditors and inspectors any reasonable assistance that they may require. Such audits shall be conducted in such a way so that the Services or services to any other customer of Consultant are not impacted adversely.

8. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue unless this Agreement is terminated as provided in this Section 8.

{a) Convenience. City may, without cause and without penalty, terminate the provision of Services under any or all Statements of Work upon thirty (30) days prior written notice. Upon such termination, City shall, upon receipt of an invoice from Consultant, pay Consultant for Services actually rendered prior to the effective date of such termination. Charges will be based on time expended for all incomplete tasks as listed in the applicable Statement of Work, and all completed tasks will be charged as indicated in the applicable Statement of Work.

(b) No Outstanding Statements of Work. Either party may terminate this Agreement by providing the other party with at least thirty (30) days prior written notice of termination if there are no outstanding Statements of Work.

(c) Material Breach. If either party materially defaults in the performance of any term of a Statement of Work or this Agreement with respect to a specific Statement of Work and does not substantially cure such default within thirty (30) days after receiving written notice of such default, then the non-defaulting party may terminate this Agreement or any or all outstanding Statements of Work by providing ten (10) days prior written notice of termination to the defaulting party.

(d) Bankruptcy or Insolvency. Either party may terminate this Agreement effective upon written notice stating its intention to terminate in the event the other party: (1) makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (2) applies for, consents to, or acquiesces in the appointment of a receiver, trustee, custodian, or liquidator for its business or all or substantially all of its assets; (3) files, or consents to or acquiesces in, a petition seeking relief or reorganization under any bankruptcy or insolvency laws; or (4) files a petition seeking relief or reorganization under any bankruptcy or insolvency laws is filed

against that other party and is not dismissed within sixty (60) days after it was filed.

(e) TABOR. The parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement to the contrary, all payment obligations of City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of City's current fiscal period ending upon the next succeeding December 31. Financial obligations of City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated.

(f) Return of Property. Upon termination of this Agreement, both parties agree to return to the other all property (including any Confidential Information, as defined in Section 11) of the other party that it may have in its possession or control.

9. City Obligations. City will provide timely access to City personnel, systems and information required for Consultant to perform its obligations hereunder. City shall provide to Consultant's employees performing its obligations hereunder at City's premises, without charge, a reasonable work environment in compliance with all applicable laws and regulations, including office space, furniture, telephone service, and reproduction, computer, facsimile, secretarial and other necessary equipment, supplies, and services. With respect to all third party hardware or software operated by or on behalf of City, City shall, at no expense to Consultant, obtain all consents, licenses and sublicenses necessary for Consultant to perform under the Statements of Work and shall pay any fees or other costs associated with obtaining such consents, licenses and sublicenses.

10. Staff. Consultant is an independent consultant and neither Consultant nor Consultant's staff is, or shall be deemed to be employed by City. City is hereby contracting with Consultant for the Services described in a Statement of Work and Consultant reserves the right to determine the method, manner and means by which the Services will be performed. The Services shall be performed by Consultant or Consultant's staff, and City shall not be required to hire, supervise or pay any assistants to help Consultant perform the Services under this Agreement. Except to the extent that Consultant's work must be performed on or with City's computers or City's existing software, all materials used in providing the Services shall be provided by Consultant.

11. Confidential Information.

(a) Obligations. Each party hereto may receive from the other party information which relates to the other party's business, research, development, trade secrets or business affairs ("Confidential Information"). Subject to the provisions and exceptions set forth in the Colorado Open Records Act, CRS Section 24-72-101 et. seq., each party shall protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Without limiting the generality of the foregoing, each party hereto agrees not to disclose or permit any other person or entity access to the other party's Confidential Information except such disclosure or access shall be permitted to an employee, agent, representative or independent consultant of such party requiring access to the same in order to perform his or her employment or services. Each party shall insure that their employees, agents, representatives, and independent consultants are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section 11. Further, each party agrees not to alter or remove any identification, copyright or other proprietary rights notice which indicates the

ownership of any part of such Confidential Information by the other party. A party hereto shall undertake to immediately notify the other party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information at any location or by any person or entity other than those authorized by this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall restrict either party with respect to information or data identical or similar to that contained in the Confidential Information of the other party but which (1) that party rightfully possessed before it received such information from the other as evidenced by written documentation; (2) subsequently becomes publicly available through no fault of that party; (3) is subsequently furnished rightfully to that party by a third party without restrictions on use or disclosure; or (4) is required to be disclosed by law, provided that the disclosing party will exercise reasonable efforts to notify the other party prior to disclosure.

(b) Know-How. For the avoidance of doubt neither City nor Consultant shall be prevented from making use of know-how and principles learned or experience gained of a non-proprietary and non-confidential nature.

(c) Remedies. Each of the parties hereto agree that if any of them, their officers, employees or anyone obtaining access to the Confidential Information of the other party by, through or under them, breaches any provision of this Section 11, the non-breaching party shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations and benefits which the breaching party, its officers or employees directly or indirectly realize or may realize as a result of or growing out of, or in connection with any such breach. In addition to, and not in limitation of the foregoing, in the event of any breach of this Section 11, the parties agree that the non-breaching party will suffer irreparable harm and that the total amount of monetary damages for any such injury to the non-breaching party arising from a violation of this Section 11 would be impossible to calculate and would therefore be an inadequate remedy at law. Accordingly, the parties agree that the non-breaching party

shall be entitled to temporary and permanent injunctive relief against the breaching party, its officers or employees and such other rights and remedies to which the non-breaching party may be entitled to at law, in equity or under this Agreement for any violation of this Section 11. The provisions of this Section 11 shall survive the expiration or termination of this Agreement for any reason.

12. Project Managers. Each party shall designate one of its employees to be its Project Manager under each Statement of Work, who shall act for that party on all matters under the Statement of Work. Each party shall notify the other in writing of any replacement of a Project Manager. The Project Managers for each Statement of Work shall meet as often as either one requests to review the status of the Statement of Work.

13. Warranties.

(a) Authority. Consultant represents and warrants that: (1) Consultant has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (2) the execution of this Agreement by Consultant, and the performance by Consultant of its obligations and duties hereunder, do not and will not violate any agreement to which Consultant is a party or by which it is otherwise bound under any applicable law, rule or regulation; (3) when executed and delivered by Consultant, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (4) Consultant acknowledges that City makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement

(b) Service Warranty. Consultant warrants that its employees and consultants shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a professional and workmanlike manner.

(c) Personnel. Unless a specific number of employees is set forth in the Statement of Work, Consultant warrants it will

provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement or as set forth in the Statement of Work. During the course of performance of Services, City may, for any or no reason, request replacement of an employee or a proposed employee. In such event, Consultant shall, within five (5) working days of receipt of such request from City, provide a substitute employee of sufficient skill, knowledge, and training to perform the applicable Services. Consultant shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies.

(d) Compensation and Benefits. Consultant shall provide for and pay the compensation of employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Consultant or to any employee for Consultant's failure to perform its compensation, benefit, or tax obligations. Consultant shall indemnify, defend and hold City harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

14. Indemnification.

(a) Consultant Indemnification. Consultant shall indemnify and hold harmless City, its directors, officers, employees, and agents and the heirs, executors, successors, and permitted assigns of any of the foregoing (the "City Indemnitees") from and against all losses, claims, obligations, demands, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants), bodily and other personal injuries, damage to tangible property, and other damages, suffered or incurred by a City Indemnitee caused by: (1) any negligent or intentional act or omission by Consultant or its ~~leg~~ representatives in the performance of Consultant's obligations under this Agreement, or (2) any

material breach in a representation, warranty, covenant or obligation of Consultant contained in this Agreement. (b) Infringement.

Consultant will indemnify, defend, and hold City harmless from all Indemnifiable Losses arising from any third party claims that any Work Product or methodology supplied by Consultant infringes or misappropriates any Intellectual Property rights of any third party; provided, however, that the foregoing indemnification obligation shall not apply to any alleged infringement or misappropriation based on: (1) use of the Work Product in combination with products or services not provided by Consultant to the extent that such infringement or misappropriation would have been avoided if such other products or services had not been used; (2) any modification or enhancement to the Work Product made by City or anyone other than Consultant or its sub-consultants; or (3) use of the Work Product other than as permitted under this Agreement. Notwithstanding the foregoing, Consultant is not liable to City under this paragraph for claims of infringement or improper appropriation resulting from the use of designs that are not developed or proposed by Consultant and are specifically mandated by City.

(c) Indemnification Procedures. Notwithstanding anything else contained in this Agreement, no obligation to indemnify which is set forth in this Section 14 shall apply unless the party claiming indemnification notifies the other party as soon as practicable to avoid any prejudice in the claim, suit or proceeding of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge and gives the other party the opportunity to control the response thereto and the defense thereof; provided, however, that the party claiming indemnification shall have the right to participate in any legal proceedings to contest and defend a claim for indemnification involving a third party and to be represented by its own attorneys, all at such party's cost and expense; provided further, however, that no settlement or compromise of an asserted third-party claim other than the payment/money may be made without the prior

written consent of the party claiming indemnification.

(d) Immunity. City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to City, its officers, or its employees.

15. Insurance.

(a) Requirements. Consultant agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance during the term of this Agreement:

(1) The Consultant shall comply with the Workers' Compensation Act of Colorado and shall provide compensation insurance to protect the City from and against any and all Workers' Compensation claims arising from performance of the work under this contract. Workers' Compensation insurance must cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, as well as the Employers' Liability within the statutory limits.

(2) Commercial General Liability Insurance and auto liability insurance (including contractual liability insurance) providing coverage for bodily injury and property damage with a combined single limit of three million dollars (\$3,000,000) per occurrence.

(3) Professional Liability/Errors and Omissions Insurance covering acts, errors and omissions arising out of Consultant's operations or Services in an amount of one million dollars (\$1,000,000) per occurrence.

(4) Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Consultant personnel, acting alone or with others, in an amount of one million dollars (\$1,000,000) per occurrence.

(b) Approved Companies. All such insurance shall be procured with such insurance companies of good standing, permitted to do business in the country, state or territory where the Services are being performed. (c) Certificates. Consultant shall provide City with certificates of insurance evidencing compliance with this Section 15 (including evidence of renewal of insurance) signed by authorized representatives of the respective carriers for each year that this Agreement is in effect. Certificates of insurance will list the City of Englewood as an additional insured. Consultant shall not cancel, reduce, or otherwise materially change the insurance afforded under the above policies unless thirty (30) days' notice of such cancellation, reduction or material change has been provided to City.

16. Rights in Work Product.

(a) Generally. Except as specifically agreed to the contrary in any Statement of Work, all Intellectual Property Rights in and to the Work Product produced or provided by Consultant under any Statement of Work shall remain the property of Consultant. With respect to the Work Product, Consultant unconditionally and irrevocably grants to City during the term of such Intellectual Property Rights, a non-exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, to reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such Intellectual property Rights. However, all drawings, specifications and other documents prepared by Consultant under this Agreement are not intended or represented to be suitable for reuse by City or others on extensions of the work or on any other product. Any such reuse by City without the prior express written consent of Consultant shall be at City's sole risk and without liability or loss exposure to Consultant.

(b) Know-How. Notwithstanding anything to the contrary herein, each party and its respective personnel and consultants shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or

skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any Confidential Information of the other party.

17. Relationship of Parties. Consultant is acting only as an independent consultant and does not undertake, by this Agreement, any Statement of Work or otherwise, to perform any obligation of City, whether regulatory or contractual, or to assume any responsibility for City's business or operations. Neither party shall act or represent itself, directly or by implication, as an agent of the other, except as expressly authorized in a Statement of Work.

18. Complete Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein.

19. Applicable Law. Consultant shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in the applicable Statement of Work. This Agreement shall be construed in accordance with the laws of the State of Colorado. Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall be brought before the state or federal court situated in Arapahoe County, Colorado and each party hereto consents to jurisdiction and venue before such courts.

20. Scope of Agreement. If the scope of any provisions of this Agreement is too broad in any respect whatsoever to permit enforcement to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent to and agree that such scope may be judicially modified accordingly and that the whole of such provision of this Agreement shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to law.

21. Additional Work. After receipt of a Statement of Work, City, with Consultant's consent, may request Consultant to undertake additional work with respect to such Statement of

Work. In such event, City and Consultant shall execute an addendum to the Statement of Work specifying such additional work and the compensation to be paid to Consultant for such additional work.

22. Sub-consultants. Consultant may not subcontract any of the Services to be provided hereunder without the prior written consent of City. In the event of any permitted subcontracting, the agreement with such third party shall provide that, with respect to the subcontracted work, such sub-consultant shall be subject to all of the obligations of Consultant specified in this Agreement.

23. Notices. Any notice provided pursuant to this Agreement shall be in writing to the parties at the addresses set forth below and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested or (3) one (1) day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery. Either party may change its address for purposes of this Agreement at any time by giving written notice of such change to the other party hereto.

24. Assignment. This Agreement may not be assigned by Consultant without the prior written consent of City. Except for the prohibition of an assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

25. Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the parties hereto and shall not confer any rights upon any person or entity not a party to this Agreement.

26. Headings. The section headings in this Agreement are solely for convenience and shall not be considered in its interpretation. The recitals set forth on the first page of this Agreement are incorporated into the body of this Agreement. The exhibits referred to throughout this Agreement and any Statement of Work prepared in conformance with this

Agreement are incorporated into this Agreement.

27. Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not effect in any way the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

28. Force Majeure. If performance by Consultant of any service or obligation under this Agreement is prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communications failures, earthquakes, war, revolution, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any governmental or judicial authority or representative of any such government, or any other act whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Consultant, then Consultant shall be excused from such performance to the extent of such prevention, restriction, delay or interference. If the period of such delay exceeds thirty (30) days, City may, without liability, terminate the affected Statement of Work(s) upon written notice to Consultant.

29. Time of Performance. Consultant shall perform its services in accordance with the agreed to project schedule for each Statement of Work.

30. Permits. Consultant shall at its own expense secure any and all licenses, permits or certificates that may be required by any federal, state or local statute, ordinance or regulation for the performance of the Services under the Agreement. Consultant shall also comply with the provisions of all Applicable Laws in performing the Services under the Agreement. At its own expense and at no cost to City, Consultant shall make any change, alteration or modification that may be

necessary to comply with any Applicable Laws that Consultant failed to comply with at the time of performance of the Services.

31. Media Releases. Except for any announcement intended solely for internal distribution by Consultant or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Consultant, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by Consultant or its employees or agents relating to this Agreement or its subject matter, or including the name, trade mark, or symbol of City, shall be coordinated with and approved in writing by City prior to the release thereof. Consultant shall not represent directly or indirectly that any Services provided by Consultant to City has been approved or endorsed by City or include the name, trade mark, or symbol of City on a list of Consultant's customers without City's express written consent.

32. Nonexclusive Market and Purchase Rights. It is expressly understood and agreed that this Agreement does not grant to Consultant an exclusive right to provide to City any or all of the Services and shall not prevent City from acquiring from other suppliers services similar to the Services. Consultant agrees that acquisitions by City pursuant to this Agreement shall neither restrict the right of City to cease acquiring nor require City to continue any level of such acquisitions. Estimates or forecasts furnished by City to Consultant prior to or during the term of this Agreement shall not constitute commitments.

33. Survival. The provisions of Sections 5, S(g), 10, 11, 13, 14, 16, 17, 19, 23, 25 and 31 shall survive any expiration or termination for any reason of this Agreement.

34. Verification of Compliance with C.R.S. 8-17.5-101 ET.SEQ. Regarding Hiring of Illegal Aliens:

(a) Employees, Consultants and Sub-consultants: Consultant shall not knowingly employ or contract with an illegal

alien to perform work under this Contract. Consultant shall not contract with a sub-consultant that fails to certify to the Consultant that the sub-consultant will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CAS 8-17.5-102(2)(a)(I) & (II).]

(b) Verification: Consultant will participate in either the E-Verify program or the Department program, as defined in C.R.S. 8-17.5-101 (3.3) and 8-17.5-101 (3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. Consultant is prohibited from using the E-Verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

(c) Duty to Terminate a Subcontract: If Consultant obtains actual knowledge that a sub-consultant performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall;

(1) notify the sub-consultant and the City within three days that the Consultant has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and

(2) terminate the subcontract with the sub-consultant if, within three days of receiving notice required pursuant to this paragraph the sub-consultant does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the sub-consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

(d) Duty to Comply with State Investigation: Consultant shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation by that the

Department is undertaking pursuant to C.A.S.
8-17.5-102 (5)

(e) Damages for Breach of Contract:
The City may terminate this contract for a breach of contract, in whole or in part, due to Consultant's breach of any section of this paragraph or provisions required pursuant to CAS 8-17.5-102. Consultant shall be liable for actual and consequential damages to the City in addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract under this Paragraph 3

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed by their authorized officers as of the day and year first above written. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CITY OF ENGLEWOOD, COLORADO

By: _____ Date: _____
(Department Director)

By: _____ Date: _____
(City manager)

By: _____ Date: _____
Linda Olson, Mayor Pro Tem

ATTEST: _____
City Clerk

MALCOLM WHITEWATER DESIGN GROUP, A DIVISION OF
(Consultant Name) MERRICK & COMPANY

2420 ALDOTT STREET
Address

DENVER, CO 80211
City, State, Zip Code

By _____
(Signature)

: TERRENCE P. KENYON
(Print Name)

Title: PRINCIPAL / SR. PROJ. MANAGER

Date: _____

STATE OF COLORADO)
COUNTY OF DENVER } ss.

On this 26th day of MAY 2015 before me personally appeared TERRENCE P. KENYON, known to me to be the PRINCIPAL / SR. PROJECT MANAGER OF MERRICK + COMPANY the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires: 4/5/2019

NOTARY



BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015 _____

COUNCIL BILL NO. 26
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN EMERGENCY ORDINANCE CREATING A MORATORIUM ON THE
ESTABLISHMENT OF NEW MARIJUANA CONSUMPTION ESTABLISHMENTS.

WHEREAS, the Englewood City Council received complaints concerning a business that is open to the general public and permits the burning, smoking, inhaling the vapors of, or otherwise consuming marijuana in any form on the premises of the business; and

WHEREAS, Council desires a six month moratorium on any future marijuana consumption establishments; and

WHEREAS, Licensing staff will work together with the Police Department and the Fire Marshal to evaluate this information and forward it on to the Englewood Liquor and Marijuana Licensing Authority for recommendations, and ultimately to City Council; and

WHEREAS, Community Development staff will work together with Licensing staff, the Police Department, and the Fire Marshal, to submit language addressing the proper zoning for marijuana consumption establishments to the Planning and Zoning Commission for recommendations and ultimately to City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT THERE SHALL BE A MORATORIUM ON THE ESTABLISHMENT OF NEW MARIJUANA CONSUMPTION ESTABLISHMENTS.

Section 1. An emergency is hereby declared requiring immediate passage of this Ordinance for the immediate preservation of the public property, health, peace and safety; it is hereby declared that an emergency exists and that this Ordinance shall take effect upon its final passage.

Section 2. The moratorium declares a six month moratorium on any marijuana consumption establishments. Marijuana consumption establishments shall mean an organization, business, club, or commercial operation that allows its members or guests to burn, smoke, inhale the vapors of, or otherwise consume marijuana in any form on the premises of the business.

Section 3. During said moratorium the City Council directs City staff to develop appropriate recommendations to Council, consistent with the Colorado Constitution and State regulations.

Section 4. The City Council finds the provisions of this Ordinance are temporary in nature and are intended to be replaced by subsequent legislative enactment so that the moratorium or temporary suspension as specified in this Ordinance shall terminate on January 21, 2016.

Introduced, read in full, and passed on first reading as an emergency Ordinance on the 15th day of June, 2015.

Published by Title as an emergency Bill for an Ordinance in the City's official newspaper on the 18th day of June, 2015.

Published as an Emergency Bill for an Ordinance on the City's official website beginning on the 17th day of June, 2015 for thirty (30) days.

Linda Olson, Mayor Pro Tem

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of an Emergency Bill for an Ordinance, introduced, read in full, and passed on first reading on the 15th day of June, 2015.

Loucrishia A. Ellis