

**Agenda for the
Regular Meeting of the
Englewood City Council
Monday, August 3, 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 July 20, 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. The Englewood High School Future Business Leaders of America (FBLA) team will be present to provide an update on the National FBLA Conference in Chicago.
 - b. Jeanne Fischetti will be present to update City Council on the upcoming Habitat for Humanity build in Englewood.
 - c. Englewood resident Garnett Stewart will be present to address City Council regarding efforts for going green in Englewood.
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.
 - a. Notice of Kells Waggoner’s resignation from the Englewood Water and Sewer Board.

<p>Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.</p>

9. Consent Agenda Items
 - a. Approval of Ordinances on First Reading.
 - b. Approval of Ordinances on Second Reading.
 - c. Resolutions and Motions.
10. Public Hearing Items. (No Public Hearings scheduled.)
11. Ordinances, Resolutions and Motions.
 - a. Approval of Ordinances on First Reading.
 - i. Council Bill No. 35 – Recommendation from the Public Works Department to adopt a bill for an ordinance authorizing an Intergovernmental Agreement with Urban Drainage and Flood Control District for Drainageway Master Planning and Flood Hazard Area Delineation in north Englewood. **Staff Source: Dave Henderson, Deputy Public Works Director.**
 - b. Approval of Ordinances on Second Reading.
 - c. Resolutions and Motions.
 - i. Recommendation from the Parks and Recreation Department to approve a resolution supporting the City’s Arapahoe County Open Space grant application for construction of RiverRun Trailhead Phase II. **Staff Source: Joe Sack, Recreation Services Manager.**
 - ii. Recommendation from the Public Works Department to approve, by motion, a contract for roof repairs at the Englewood Recreation Center. Staff recommends awarding the contract to Garland/DBS, Inc. through a competitive bid process administered under the guidance of the U.S. Communities agreements in an amount not to exceed \$467,047. **Staff Source: Michael Hogan, Facilities and Operations Manager.**
12. General Discussion.
 - a. Mayor’s Choice.
 - b. Council Members’ Choice.
13. City Manager’s Report.
14. City Attorney’s Report.
15. Adjournment.

Leigh Ann Hoffhines

From: KELLS WAGGONER
Sent: Monday, July 20, 2015 3:43 PM
To: Webmaster
Subject: Resignation

To: The Englewood City Council
Copy to the members of the Water and Sewer Board.

For personal reasons I am resigning from the Water and Sewer Board effective immediately. There should be ample time to appoint a replacement before the next board meeting. It seems to me that 50 years of service to a community should be enough.

Thank you all!!!

Kells Waggoner
3301 S. Race St.
Englewood, CO 80113

COUNCIL COMMUNICATION

Date: August 3, 2015	Agenda Item: 11 a i	Subject: Intergovernmental Agreement with UDFCD for Flood Study in North Englewood
Initiated By: Department of Public Works		Staff Source: Dave Henderson, Deputy Public Works Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Staff discussed the proposed Intergovernmental Agreement at the July 13th and July 20th Study Sessions.

RECOMMENDED ACTION

Staff recommends Council approve a Bill for an Ordinance to enter into an Agreement with the Urban Drainage and Flood Control District (UDFCD) for Drainageway Master Planning and Flood Hazard Area Delineation (FHAD) in North Englewood. The total estimated cost is \$10,000.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Dry Gulch, in NE Englewood, is a tributary to Harvard Gulch. The area along Dry Gulch has been identified as an area of probable flooding in studies performed in 1971 and 1999. Rainstorms have caused flooding of private property in some of the areas identified in the previous studies.

UDFCD has previously engaged with the City and County of Denver in an "Agreement Regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Harvard Gulch". This study began in January, 2015 and is expected to be complete by the end of 2015. Matrix Design was selected by UDFCD as the consultant for this project.

Subsequent to recent reports of property damage in Englewood from recent rainstorms and property owner requests to help mitigate damage, staff contacted UDFCD to see if we could join the study. UDFCD responded positively, however the time frame is short for us to participate as their study is already underway. Joining the larger study now will require a much smaller contribution than an independent study.

The project will define the FHAD for Dry Gulch and develop a master plan, with cost estimates, to mitigate or eliminate flooding of Dry Gulch. Property owners will be notified and invited to a public meeting during the study. UDFCD will not submit the FHAD to FEMA without written authorization from the City of Englewood. Defining the FHAD without submitting it to FEMA will eliminate the mandatory flood plain insurance for property owners. City Floodplain Regulations and Building Codes will require properties located within the 100 year floodplain, as defined in the FHAD, to submit a "Floodplain Development Permit" application. A few highlights of the existing Floodplain Regulations are:

- A Floodplain Development Permit has to be obtained before a building permit can be issued or before construction or development begins on land within a special hazard area.
- A Floodplain Development Permit is required prior to beginning any construction or other development to ensure conformance with the Floodplain Regulations.

- One of the purposes of the Floodplain Regulations is to prevent or regulate the construction of flood barriers, including fences, which may unnaturally divert flood waters or which may increase flood hazards to other areas.
- Substantial repairs, improvements, or alterations to structures have to meet the minimum flood proofing criteria and elevation criteria in the regulations.
- As part of the Floodplain Development Permit the applicant has to show that the lowest floor, including the basement, of any structure to be built, reconstructed, or moved within a special flood hazard area will be constructed at or above a point one foot (1') above the 100-year flood elevation for that particular area.
- All new construction and substantial improvements must be anchored to prevent flotation, collapse, or lateral movement of the structure and to withstand hydrodynamic loads.
- Once construction is complete, the applicant must provide certification by a registered Colorado professional engineer that the finished fill and building floor elevations, flood proofing measures, or other protection factors were done in compliance with the Floodplain Regulations (Floodplain Certificate of Compliance).

FINANCIAL IMPACT

Englewood's portion is estimated not to exceed \$10,000.

The total study cost estimate is \$210,000 with the City of Denver contributing \$100,000 and Urban Drainage contributing \$100,000.

Funding for Englewood's portion is available in the Storm Water Utility Fund.

LIST OF ATTACHMENTS

Floodplain Regulations
Floodplain Development Permit Application
Bill for an Ordinance
Intergovernmental Agreement

Chapter 4

FLOODPLAIN REGULATIONS*

16-4-1:	Authority and Purpose.
16-4-2:	Jurisdiction and Applicability.
16-4-3:	Permitted Uses.
16-4-4:	Similar Uses.
16-4-5:	Nonconforming Uses.
16-4-6:	Administration.
16-4-7:	Floodplain Development Permit.
16-4-8:	Floodplain Regulations.
16-4-9:	(Reserved).
16-4-10:	Development in Floodways.
16-4-11:	Minimum Floodproofing Criteria.
16-4-12:	Special Flood Hazard Area Amendments.
16-4-13:	Subdivision Plats.
16-4-14:	Floodplain Appeals and Variances.
16-4-15:	Enforcement.
16-4-16:	Floodplain Definitions.

16-4-1: Authority and Purpose.

A. *Statutory Authority.* The legislature of the State has in Title 29, Article 20 C.R.S., as amended, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry by minimizing flood losses.

B. *Findings of Fact.*

1. The flood hazard areas of the City are subject to periodic inundation which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
2. These flood losses are caused by the cumulative effect of obstructions in special flood hazard areas that cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately anchored, elevated, floodproofed or otherwise protected from flood damage.

C. *Purpose.* It is the purpose of this Chapter to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Protect human life and health;
2. Protect property and minimize damage to critical facilities infrastructure and other public facilities such as water, sewer, and gas mains; electrical and communications stations; and streets and bridges located in floodplains;
3. Minimize expenditure of public money for costly flood control projects;
4. Protect the natural areas required to convey flood flows so that they develop in a manner consistent with reasonable floodplain management;

***Editor's note**—Ord. 10-44, § 1, adopted Nov. 1, 2010, amended Ch. 4 in its entirety and enacted the provisions set out herein. The former Ch. 4 pertained to Flood Plain Overlay District and derived from Ord. 04-5.

5. Protect and preserve the water-carrying characteristics and capacities of all watercourses, including gulches, sloughs, and artificial water channels used for the conveyance of storm and floodwater;
6. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
7. Minimize prolonged business interruptions;
8. Help maintain a stable tax base by providing for the sound use and development of flood prone areas to minimize future flood blight areas; and
9. Insure that potential buyers are notified that property is in a flood hazard area.

D. *Methods of Reducing Flood Losses.* In order to accomplish its purposes, this Chapter uses the following methods:

1. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
 2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
 3. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;
 4. Control filling, grading, dredging and other development which may increase flood damage; and
 5. Prevent or regulate the construction of flood barriers, including fences and walls, which will unnaturally divert floodwaters or which may increase flood hazards to other lands.
- (Ord. 10-44, § 1; Ord. 8-13, § 6)

16-4-2: Jurisdiction and Applicability.

A. *Applicability.* The provisions of this Chapter shall apply to all land within the City defined as:

1. The special flood hazard areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "Flood Insurance Study - Arapahoe County, Colorado, and Incorporated Areas" dated December 17, 2010, with accompanying Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM) and any revisions thereto, and
2. The boundaries of the West Harvard Gulch Flood Hazard Area as shown on Sheets 13 and 14 in a report entitled "Flood Hazard Area Delineation, Harvard Gulch, West Harvard Gulch, and Dry Gulch" dated December 1979, prepared by Gingery Associates, Inc., and approved by the Colorado Water Conservation Board on January 30, 1980.

The above Official Flood Studies are hereby adopted by reference and declared to be a part of this Title.

B. *Basis for Establishing Special Flood Hazard Areas.* The City hereby establishes floodplains and floodways whose boundaries are those of the designated 100-year floodplain, special flood hazard areas and the designated floodways as are shown or tabulated in the Flood Insurance Study for the City of Englewood.

C. *Compliance.* No structure or land located in a special flood hazard area shall hereafter be constructed, located, extended, converted, altered or have its use changed without full compliance with the terms of this Chapter and all other applicable regulations. These regulations meet the minimum requirements set forth by the Colorado Water Conservation Board and the National Flood Insurance Program.

1. *Floodplain Development Permit.* A Floodplain Development Permit shall be required prior to commencement of any construction or other development to ensure conformance with the provisions of this Chapter.
2. *Certificate of Compliance.*
 - a. No vacant land shall be occupied or used and no building shall be hereafter erected, altered, or moved on the floodplains of any watercourse, nor shall such buildings be occupied, until a certificate of compliance has been issued by the Floodplain Administrator.
 - b. The applicant shall submit a certification by a registered Colorado professional engineer to the Floodplain Administrator that the finished fill and building floor elevations, floodproofing measures, or other protection factors were accomplished in compliance with the provisions of this Chapter. This certification shall also state whether or not the structure contains a basement. Within ten (10) days after receipt of such certification from the applicant, the Floodplain Administrator shall issue a certificate of compliance only if the building or premises and the proposed use thereof, conform with all of the requirements of this Chapter.

D. *Abrogation and Greater Restrictions.* The regulations of this Chapter shall be construed as being supplementary to the regulations imposed on the same lands by the underlying zone classification. This Chapter is not intended to repeal, abrogate, or impair any existing easement, covenants, or deed restrictions. However, where this Chapter and other ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall apply.

E. *Interpretation.* In their interpretation and application, the provisions of this Chapter shall be held to be minimum requirements, shall be liberally construed in favor of the City, and shall be deemed neither to limit nor repeal any other powers granted under State Statutes.

F. *Warning and Disclaimer of Liability.* The degree of flood protection intended to be provided by this Chapter is considered reasonable for regulatory purposes and is based on engineering and scientific considerations. Larger floods may occur on occasions, or the flood height may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This Chapter does not imply that the areas outside of special flood hazard areas or land uses permitted within such areas will always be free from flooding or flood damages. This Chapter shall not create liability on the part of the City or any officer or employee thereof for any flood damages that result from reliance on this Chapter or any administrative decision lawfully made thereunder.

G. *Severability.* See Section 16-1-10 EMC, (Severability).
(Ord. 10-44, § 1; Ord. 8-13, § 6)

16-4-3: Permitted Uses.

The following open uses shall be permitted within a special flood hazard area to the extent that they are not prohibited in a particular area by any underlying zone district classification:

- A. Agricultural uses, such as general farming and the raising of plants, flowers, and nursery stock.

- B. Public and private recreational uses such as parks, swimming areas, golf courses, driving ranges, picnic grounds, fishing, and hiking and biking trails not requiring permanent or temporary structures designed for human habitation.
 - C. Utility facilities such as: flowage areas, transmission lines, pipelines, water monitoring devices, roadways and bridges.
 - D. All uses allowed by the underlying zone district classification within a special flood hazard area shall be permitted as long as the use complies with conditions set forth in Subsection 16-4-7(B) EMC, (Floodplain Development Permit Criteria).
- (Ord. 10-44, § 1; Ord. 8-13, § 6)

16-4-4: Similar Uses.

Uses very similar in nature to permitted uses may be allowed by the Floodplain Administrator, provided that they are consistent with the provisions of this Chapter.

(Ord. 10-44, § 1; Ord. 8-13, § 6)

16-4-5: Nonconforming Uses.

Existing nonconforming uses in a special flood hazard area may be modified, altered, or repaired to incorporate floodproofing measures; but such nonconforming uses shall not be expanded.

(Ord. 10-44, § 1; Ord. 8-13, § 6)

16-4-6: Administration.

A. Floodplain Administrator. The City Manager or designee shall be the Floodplain Administrator and shall enforce the provisions of this Chapter and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management. The Department of Public Works shall provide the Floodplain Administrator with a technical review of all applications to build within the floodplain or a drainage way prior to the issuance of a Floodplain Development Permit.

B. Floodplain Administrator Duties and Responsibilities. The Floodplain Administrator's duties and responsibilities shall include, but not be limited to, the following:

1. Maintain and hold open for public inspection all records pertaining to the provisions of this Chapter. For all new or substantially improved structures the Floodplain Administrator shall maintain the following information:
 - a. The actual elevation (in relation to mean sea level) of the lowest floor (including basement).
 - b. The actual elevation (in relation to mean sea level) to which the structure has been floodproofed.
 - c. The floodproofing certifications required in Section 16-4-11 EMC (Minimum Floodproofing Criteria).
2. Review all applications within ten (10) working days for Floodplain Development Permits required by this Chapter. Such review shall:
 - a. Determine whether such construction or development is located within a special flood hazard area.
 - b. Assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

- c. Determine whether a proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.
- d. Consider the following:
 - 1) The danger that materials may be swept onto other lands to the injury of others.
 - 2) The danger to life and property due to flooding or erosion damage.
 - 3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 - 4) The importance of the services provided by the proposed facility to the community.
 - 5) The availability of alternative locations for the proposed use that is not subject to flooding or erosion damage.
 - 6) The compatibility of the proposed use with existing and anticipated development.
 - 7) The relationship of the proposed use to the Comprehensive Plan.
 - 8) The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - 9) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
 - 10) The costs of providing governmental services during and after flood such as sewer, gas, electrical, and water systems, and streets and bridges.
 - 11) Flood barriers, including fences, which will unnaturally divert floodwaters or which may increase flood hazards to other lands.
3. Review all Building Permit applications for construction or development in a special flood hazard area within ten (10) working days. Approval of a building permit shall be deemed to neither limit nor repeal any other powers granted under State Statutes. Applications for building permits shall be reviewed on a case-by-case basis to:
 - a. Determine if the proposed development is located in a special flood hazard area.
 - b. Assure the building site will be reasonably safe from flooding.
 - c. Assure all necessary permits have been obtained from the Federal, State, or local governmental agencies from which prior approval is required.
 - d. Assure all new construction and substantial repairs, improvements, or alterations shall be made in accordance with the minimum floodproofing criteria specified in Section 16-4-11 EMC (Minimum Floodproofing Criteria), or elevation criteria in Subsection 16-4-7(B)(2) EMC.
 - e. Inspect all development at appropriate times during the period of construction to ensure compliance with all provisions of this Chapter, including proper elevation of the structure.
4. Interpret, where needed, the exact location of the boundaries of special flood hazard areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). Any person contesting the location of the boundary shall be given a reasonable opportunity to present a case to the Floodplain Administrator and to submit supporting technical evidence. The decision of the Floodplain Administrator may be appealed as provided in Section 16-4-14 EMC, (Floodplain Appeals and Variances).
5. When base flood elevation data has not been provided in accordance with Section 16-4-8 EMC, (Floodplain Regulations), the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer this Chapter.

6. Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is Colorado Water Conservation Board, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
 7. When a regulatory floodway has not been designated, the Floodplain Administrator shall require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the City's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one-half foot ($\frac{1}{2}'$) at any point within the City.
 8. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, the Floodplain Administrator may approve certain development in Zones A1-30, AE, AH, on the FIRM which increases the water surface elevation of the base flood by more than one-half foot ($\frac{1}{2}'$), provided that the City first applies for a conditional FIRM revision through FEMA (Conditional Letter of Map Revision), fulfill the requirements of such revisions as established under the provisions of Section 65.12 and receives FEMA approval.
 9. Shall keep a copy of the Flood Insurance Study (FIS), DFIRMS, FIRMS on file and available for public inspection.
- (Ord. 10-44, § 1; Ord. 8-13, § 6)

16-4-7: Floodplain Development Permit.

A. Floodplain Development Permit Process.

1. *Application.* A Floodplain Development Permit shall be obtained before a building permit may be issued or construction or development begins on lands within a special flood hazard area as identified in Subsection 16-4-2(A) EMC (Applicability). Application for a Floodplain Development Permit shall be made on forms provided by the City and may include, but is not limited to: Plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of proposed landscape alterations; existing and proposed structures; fill, storage of materials, and drainage facilities; and the location of the foregoing in relation to special flood hazard areas. Specifically, the following information is required:
 - a. Elevation (in relation to mean sea level) of the lowest floor (including basement) of all new and substantially improved structures;
 - b. Elevation (in relation to mean sea level) to which any nonresidential structure shall be floodproofed;
 - c. A certificate from a registered Colorado professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Section 16-4-11 EMC, (Minimum Floodproofing Criteria); and
 - d. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
2. *Decision of Floodplain Administrator is to be Based on Certain Factors.* The determination of the Floodplain Administrator on each Floodplain Development Permit shall be based on applicable provisions of this Chapter and the following relevant factors:
 - a. The danger to life and property due to flooding or erosion damage;
 - b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - c. The danger that materials may be swept onto other lands to the injury of others;

- d. The compatibility of the proposed use with existing and anticipated development;
 - e. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - f. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 - g. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 - h. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use; and
 - i. The relationship of the proposed use to Roadmap Englewood: 2003 Englewood Comprehensive Plan, as amended.
3. *Floodplain Administrator Decisions on Permits for Public Facilities or Utility Development in a Floodway.* Subject to Section 16-4-10 EMC, (Development in Floodways), the Floodplain Administrator shall act on an application for public facilities or utility development in a floodway within thirty (30) days from receiving the application.
 4. *Conditions Attached to Development Permits.* Upon consideration of the factors listed above and the purposes of this Chapter, the Floodplain Administrator shall attach such conditions, in addition to those required by the Floodplain Development Permit, as are necessary to further the purposes of this Chapter. Such conditions may include specifications for, without limitation because of, specific enumeration, modification of waste disposal methods and facilities, landscaping, period of operation, operational controls, sureties, deed restriction, and adequate floodproofing.

B. *Floodplain Development Permit Criteria.*

1. *Structures Accessory to Open Uses.* Structures accessory to open uses permitted in Section 16-4-3 EMC, (Permitted Uses), whether temporary or permanent, may be permitted only upon a determination by the Floodplain Administrator that:
 - a. Structures will not be designed for human habitation.
 - b. Structures will have low flood damage potential.
 - c. The structure or structures, if permitted, will be constructed and placed on the building site so as to offer the minimum obstruction to the flow of floodwaters.
 - 1) Whenever possible, structures will be constructed with the longitudinal axis parallel to the direction of flow of floodwaters.
 - 2) So far as is practicable, structures will be placed so that their longitudinal axis are approximately on the same line as those of adjoining structures.
 - 3) **Structures will be firmly anchored to prevent the structure or building from floating away and thus threatening to further restrict bridge openings and other restricted sections of the stream or river.**
 - 4) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
 - 5) All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

- 6) All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
2. *Other Structures, Temporary or Permanent, to be Occupied by People.* Other structures, whether temporary or permanent, which are to be occupied by people, may be permitted only upon a finding by the Floodplain Administrator that:
 - a. Such structures shall comply with Section 16-4-7 EMC, (Floodplain Development Permit); and Section 16-4-11 EMC, (Minimum Floodproofing Criteria).
 - b. The lowest floor, including the basement, of any structure to be erected, constructed, reconstructed, or moved on or within a special flood hazard area, shall be constructed at or above a point one foot (1') above the 100-year flood elevation for the particular area and the fill shall extend at such elevation at least fifteen feet (15') beyond the limits of any structure or building erected thereon.
 - c. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure and to withstand hydrodynamic loads.
 3. *Fills or Deposition of Materials.* Fills or deposition of materials may be permitted only upon a finding by the Floodplain Administrator that:
 - a. Any fill or deposition of materials will comply with applicable sections of Chapter 16-6 EMC, (Development Standards).
 - b. The fill or deposition of materials will have some beneficial purpose and the amount thereof will not be greater than is necessary to achieve that purpose, as demonstrated by a plan submitted by the owner showing the final dimensions of the proposed fill or other material and the use to which the filled land will be put.
 - c. The fill or deposition of materials does not encroach on that portion of the floodplain, which would have significant and perceptible flow during the flood, and which for that reason would help convey the floodwaters.
 - d. The fill or other materials will be protected against erosion by riprap, strong vegetative cover, or bulkheading.
 4. *Storage or Processing of Materials.* The storage or processing of materials that are buoyant, flammable, explosive, or in time of flooding, could be injurious to human, animal or plant life, shall be above the flood protection elevation for the particular area or floodproofed in compliance with Section 16-4-11 EMC, (Minimum Floodproofing Criteria). Solid waste disposal facilities, such as salvage yards or areas for the dumping of refuse or the storage of non-operable vehicles, shall not be permitted.

(Ord. 10-44, § 1; Ord. 8-13, § 6)

16-4-8: Floodplain Regulations.

The following regulations shall apply to all uses within a special flood hazard area, notwithstanding that such uses may be specifically permitted under the terms of this Chapter:

- A. *Flood Protection Elevation or Height.* The flood protection elevation or height shall correspond to a point one foot (1') above the elevation or "flood profile" shown on or attached to the FIRM.

- B. *Flood-Carrying Capacity.* No floodplain uses shall adversely affect the efficiency of, or unduly restrict the capacity of any channel, any tributary to any main stream, drainage ditch, or any other drainage facility or systems; nor shall any watercourse be altered or restricted unless the flood-carrying capacity of the watercourse shall be maintained.
- C. *General Standards.* In all special flood hazard areas the following provisions are required for all new construction and substantial improvements:
1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
 3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
 4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
 5. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
 6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; and,
 7. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
 8. All manufactured homes shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
- D. *Specific Standards.* In all special flood hazard areas where base flood elevation data has been provided as set forth in Subsections 16-4-2(B) EMC (Basis for Establishing Special Flood Hazard Areas), 16-4-6(B)(5) EMC, or 16-4-13(D) EMC (Subdivision Plats), the following provisions are required:
1. *Residential Construction.* New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated to one foot (1') above the base flood elevation. A registered Colorado professional engineer, architect, or land surveyor shall certify and submit the elevation of the lowest floor, including basement, to the Floodplain Administrator.
 2. *Nonresidential Construction.* With the exception of Critical Facilities, outlined in Subsection 16-4-8(H) EMC (Standards for Critical Facilities), new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated to one foot (1') above the base flood elevation or together with attendant utility and sanitary

facilities, be designed so that at one foot (1') above the base flood elevation, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

A registered Colorado professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this Subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

3. *Enclosures.* New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered Colorado professional engineer or architect or meet or exceed the following minimum criteria:
 - a. A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided.
 - b. The bottom of all openings shall be no higher than one foot (1') above grade.
 - c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
4. *Manufactured Homes.*
 - a. *Zones A1-30, AH and AE:* All manufactured homes that are placed or substantially improved on sites (i) outside of a manufactured home park or subdivision; (ii) in a new manufactured home park or subdivision; or (iii) in an expansion to an existing manufactured home park or subdivision; or (iv) in an existing manufactured home park or subdivision on which manufactured home has incurred "substantial damage" as a result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home, electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), are elevated one foot (1') above the base flood elevation and are securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

This Subsection shall apply in an expansion to an existing manufactured home park or in an existing manufactured home park where the repair, reconstruction, or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement has commenced.
 - b. *Zones A1-30, AH, and AE:* Manufactured homes, in an existing manufactured home park, not subject to the provisions of 4.a. above shall be elevated so that either:
 - 1) The lowest floor of the manufactured home and electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities (including ductwork) are one foot (1') above the base flood elevation, or
 - 2) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than

thirty-six inches (36") in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

Manufactured homes shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes shall be elevated and anchored to resist flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces. Any additions to the manufactured home shall be similarly anchored.

5. *Recreational Vehicles.* Recreational vehicles placed on sites within Zones A1-30, AH, and AE shall either:

- a. Be on the site for fewer than one hundred eighty (180) consecutive days,
- b. Be fully licensed and ready for highway use, or
- c. Meet the permit requirements of Subsection 16-4-7(B) EMC (Floodplain Development Permit) and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this Subsection. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

E. *Standards for Areas of Shallow Flooding (AO/AH Zones).* Located within special flood hazard areas established in Subsection 16-4-2(A) EMC (Applicability) are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet (1'—3') where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

1. *Residential Structures:* All new construction and substantial improvements shall have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated above the highest adjacent grade at least one foot (1') above the depth number specified in feet on the FIRM (at least three feet (3') if no depth number is specified).

Upon the completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado professional engineer, architect, or land surveyor. Such certification shall be submitted to the Floodplain Administrator.

2. *Non-residential Structures:* With the exception of Critical Facilities, outlined in Subsection 16-4-8(H) EMC (Standards for Critical Facilities), all new construction and substantial improvements shall:
 - a. Have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated above the highest adjacent grade at least one foot (1') above the depth number specified in feet on the FIRM (at least three feet (3') if no depth number is specified), or;
 - b. Together with attendant utility and sanitary facilities, be designed so that the structure is watertight to at least one foot (1') above the base flood level with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado professional engineer or architect. Such certification shall be submitted to the Floodplain Administrator.

3. Within Zones AH or AO, adequate drainage paths around structures on slopes shall be required to guide floodwaters around and away from proposed structures.
- F. *Alteration of a Watercourse.* For all proposed developments that alter a watercourse within a special flood hazard area, the following standards apply:
1. Channelization and flow diversion projects shall appropriately consider issues of sediment transport, erosion, deposition, and channel migration and properly mitigate potential problems through the project as well as upstream and downstream of any improvement activity. A detailed analysis of sediment transport and overall channel stability should be considered, when appropriate, to assist in determining the most appropriate design.
 2. Channelization and flow diversion projects shall evaluate the residual 100-year floodplain.
 3. Any channelization or other stream alteration activity proposed by a project proponent must be evaluated for its impact on the regulatory floodplain and be in compliance with all applicable Federal, State and local floodplain rules, regulations and ordinances.
 4. Any stream alteration activity shall be designed and sealed by a registered Colorado professional engineer or Certified Professional Hydrologist.
 5. All activities within the regulatory floodplain shall meet all applicable Federal, State and City of Englewood floodplain requirements and regulations.
 6. Within the Regulatory Floodway, stream alteration activities shall not be constructed unless the project proponent demonstrates through a Floodway analysis and report, sealed by a registered Colorado professional engineer, that there is not more than a 0.00-foot rise in the proposed conditions compared to existing Floodway conditions resulting from the project, otherwise known as a No-Rise Certification, unless the community first applies for a CLOMR and Floodway revision in accordance with Subsection 16-4-8(D) EMC (Specific Standards).
 7. Maintenance shall be required for any altered or relocated portions of watercourses so that the flood-carrying capacity is not diminished.
- G. *Properties Removed from the Floodplain by Fill.* A Floodplain Development Permit shall not be issued for the construction of a new structure or addition to an existing structure on a property removed from the floodplain by the issuance of a FEMA Letter of Map Revision Based on Fill (LOMR_F), unless such new structure or addition complies with the following:
1. *Residential Construction:* The lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), must be elevated to one foot (1') above the base flood elevation that existed prior to the placement of fill.
 2. *Nonresidential Construction:* The lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), must be elevated to one foot (1') above the Base Flood Elevation that existed prior to the placement of fill, or together with attendant utility and sanitary facility be designed so that the structure or addition is watertight to at least one foot (1') above the base flood level that existed prior to the placement of fill with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

H. *Standards for Critical Facilities.* A Critical Facility is a structure or related infrastructure, but not the land on which it is situated, as specified in Rule 6 of the Rules and Regulations for Regulatory Floodplains in Colorado, that if flooded may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.

1. *Classification of Critical Facilities.* It is the responsibility of the City to identify and confirm that specific structures in the community meet the following criteria.

Critical Facilities are classified under the following categories: (a) Essential Services; (b) Hazardous Materials; (c) At-risk Populations; and (d) Vital to Restoring Normal Services.

- a. Essential services facilities include public safety, emergency response, emergency medical, designated emergency shelters, communications, public utility plant facilities, and transportation lifelines. These facilities consist of:
 - (1) Public safety (police stations, fire and rescue stations, emergency vehicle and equipment storage, and emergency operation centers);
 - (2) Emergency medical (hospitals, ambulance service centers, urgent care centers having emergency treatment functions, and non-ambulatory surgical structures but excluding clinics, doctors' offices, and non-urgent care medical structures that do not provide these functions);
 - (3) Designated emergency shelters;
 - (4) Communications (main hubs for telephone, broadcasting equipment for cable systems, satellite dish systems, cellular systems, television, radio, and other emergency warning systems, but excluding towers, poles, lines, cables, and conduit);
 - (5) Public utility plant facilities for generation and distribution (hubs, treatment plants, substations and pumping stations for water, power and gas, but not including towers, poles, power lines, buried pipelines, transmission lines, distribution lines, and service lines); and
 - (6) Air Transportation lifelines (airports, municipal and larger), helicopter pads and structures serving emergency functions, and associated infrastructure (aviation control towers, air traffic control centers, and emergency equipment aircraft hangars).
 - (7) Exemptions.
 - (a) Specific exemptions to this category include wastewater treatment plants (WWTP), non-potable water treatment and distribution systems, and hydroelectric power generating plants and related appurtenances.
 - (b) Public utility plant facilities may be exempted if it can be demonstrated to the satisfaction of the City that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a **minimum, it shall be demonstrated that redundant facilities are available (either owned by the same utility or available through an intergovernmental agreement or other contract) and connected, the alternative facilities are either located outside of the 100-year floodplain or are compliant with the provisions of this Section, and an operations plan is in effect that states how redundant systems will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the City on an as-needed basis upon request.**

- b. Hazardous materials facilities include facilities that produce or store highly volatile, flammable, explosive, toxic and/or water-reactive materials.

(1) *These facilities may include:*

- (a) Chemical and pharmaceutical plants (chemical plant, pharmaceutical manufacturing);
- (b) Laboratories containing highly volatile, flammable, explosive, toxic and/or water-reactive materials;
- (c) Refineries;
- (d) Hazardous waste storage and disposal sites; and
- (e) Above ground gasoline or propane storage or sales centers.

Facilities shall be determined to be Critical Facilities if they produce or store materials in excess of threshold limits. If the owner of a facility is required by the Occupational Safety and Health Administration (OSHA) to keep a Material Safety Data Sheet (MSDS) on file for any chemicals stored or used in the work place, and the chemical(s) is stored in quantities equal to or greater than the Threshold Planning Quantity (TPQ) for that chemical, then that facility shall be considered to be a Critical Facility. The TPQ for these chemicals is: either five hundred (500) pounds or the TPQ listed (whichever is lower) for the three hundred fifty-six (356) chemicals listed under 40 C.F.R. § 302 (2010) also known as Extremely Hazardous Substances (EHS); or ten thousand (10,000) pounds for any other chemical. This threshold is consistent with the requirements for reportable chemicals established by the Colorado Department of Health and Environment. OSHA requirements for MSDS can be found in 29 C.F.R. § 1910 (2010). The Environmental Protection Agency (EPA) regulation "Designation, Reportable Quantities, and Notification." 40 C.F.R. § 302 (2010) and OSHA regulation "Occupational Safety and Health Standards." 29 C.F.R. § 1910 (2010) are incorporated herein by reference and include the regulations in existence at the time of the promulgation of this ordinance, but exclude later amendments to or editions of the regulations.

(2) *Specific exemptions to this category include:*

- (a) Finished consumer products within retail centers and households containing hazardous materials intended for household use and agricultural products intended for agricultural use.
- (b) Buildings and other structures containing hazardous materials for which it can be demonstrated to the satisfaction of the local authority having jurisdiction, by hazard assessment and certification by a qualified professional (as determined by the local jurisdiction having land use authority), that a release of the subject hazardous material does not pose a major threat to the public.
- (c) Pharmaceutical sales, use, storage, and distribution centers that do not manufacture pharmaceutical products.

These exemptions shall not apply to buildings or other structures that also function as Critical Facilities under another category outlined in this Section.

- c. At-risk population facilities include medical care, congregate care, and schools.

(1) *These facilities consist of:*

- (a) Elder care (nursing homes);

- (b) Congregate care serving twelve (12) or more individuals (day care and assisted living);
- (c) Public and private schools (preschools, K-12 schools), before-school and after-school care serving twelve (12) or more children);
- d. Facilities vital to restoring normal services including government operations.
 - (1) *These facilities consist of:*
 - (a) Essential government operations (public records, courts, jails, building permitting and inspection services, community administration and management, maintenance and equipment centers);
 - (b) Essential structures for public colleges and universities (dormitories, offices, and classrooms only).

These facilities may be exempted if it is demonstrated to the City that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same entity or available through an intergovernmental agreement or other contract), the alternative facilities are either located outside of the 100-year floodplain or are compliant with this ordinance, and an operations plan is in effect that states how redundant facilities will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the City on an as-needed basis upon request.

- (2) *Protection for Critical Facilities.* All new and substantially improved Critical Facilities and new additions to Critical Facilities located within the special flood hazard area shall be regulated to a higher standard than structures not determined to be Critical Facilities. For the purposes of this ordinance, protection shall include one (1) of the following:
 - (a) Location outside the special flood hazard area; or
 - (b) Elevation of the lowest floor or floodproofing of the structure, together with attendant utility and sanitary facilities, to at least two feet (2') above the Base Flood Elevation.
- (3) *Ingress and Egress for New Critical Facilities.* New Critical Facilities shall, when practicable as determined by the City, have continuous non-inundated access (ingress and egress for evacuation and emergency services) during a 100-year flood event.

(Ord. 10-44, § 1; Ord. 8-13, § 6)

16-4-9: (Reserved)

(Ord. 8-13, § 6)

16-4-10: Development in Floodways.

Floodways are administrative limits and tools used to regulate existing and future floodplain development. The State of Colorado has adopted Floodway standards that are more stringent than the FEMA minimum standard (see definition of Floodway in Section 16-4-16 EMC (Floodplain Definitions)). Located within special flood hazard areas established in Subsection 16-4-2(A) EMC (Applicability) are area designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris, potential projectiles, and erosion potential, the following provisions shall apply:

- A. Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless it has been demonstrated through hydrologic and hydraulic analyses

performed by a registered Colorado professional engineer in accordance with standard engineering practice that the proposed encroachments shall not result in any increase in flood levels (a No-Rise Certification is required) during the occurrence of the base flood discharge.

- B. If Subsection A., above, is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this Section.
 - 1. The Floodplain Administrator shall act on an application in the manner above described within thirty (30) days from receiving the application.
- C. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in Base Flood Elevations, provided that the community first applies for a CLOMR and floodway revision through FEMA.

(Ord. 10-44, § 1; Ord. 8-13, § 6)

16-4-11: Minimum Floodproofing Criteria.

A. All new construction and substantial improvements of non-residential structures within zones A-AE on the FIRM that do not have the lowest floor, including basement, elevated to or above the base flood level shall be floodproofed. All floodproofed structures, together with attendant utility and sanitary facilities, shall be so designed that below the base flood level, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. The Floodplain Administrator shall require that the applicant submit a plan or document certified by a registered Colorado professional engineer that the floodproofing measures are consistent with the flood protection elevation for the particular area.

B. Floodproofing measures include the following:

- 1. Anchorage to resist flotation and lateral movement.
- 2. Installation of watertight doors, bulkheads and shutters.
- 3. Reinforcement of walls to resist water pressures.
- 4. Use of waterproof paints, membranes, or mortars to reduce seepage of water through walls.
- 5. Addition of mass or weight to structures to resist flotation.
- 6. Installation of pumps to lower water levels in structures.
- 7. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- 8. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into the floodwaters.
- 9. Pumping facilities for subsurface drainage systems for buildings to relieve external foundation wall and basement floor pressures.
- 10. Construction to resist rupture or collapse caused by water pressure or floating debris.
- 11. Cutoff valves on sewer lines or the elimination of gravity flow basement drains.
- 12. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- 13. Other floodproofing measures certified by a registered Colorado professional engineer to be consistent with the flood protection elevation for the particular area.

C. Where a non-residential structure is intended to be made watertight below the base flood level.

1. A registered Colorado professional engineer shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the applicable provisions of Section 16-4-7 EMC, "Floodplain Development Permit."

(Ord. 10-44, § 1; Ord. 8-13, § 6)

16-4-12: Special Flood Hazard Area Amendments.

The boundaries of the Special Flood Hazard Areas shall be subject to periodic review and shall be amended in the manner provided by law, to conform to any revised, corrected or additional hydrological data available from Federal, State or regional agencies or from a consulting engineer retained by the City.

(Ord. 10-44, § 1; Ord. 8-13, § 6)

16-4-13: Subdivision Plats.

A. All subdivision proposals including the placement of manufactured home parks and subdivisions shall be designed to minimize flood damage.

B. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

C. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

D. Base flood elevation data shall be provided for subdivision proposals and other proposed developments including the placement of manufactured home parks and subdivisions that contain at least fifty (50) lots or five (5) acres, whichever is less, if not otherwise provided pursuant to Subsections 16-4-2(B) EMC (Basis for Establishing Special Flood Hazard Areas) and 16-4-5(B) EMC (Floodplain Administrator Duties and Responsibilities).

E. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet requirements of Section 16-4-7 EMC (Floodplain Development Permit).

(Ord. 10-44, § 1; Ord. 8-13, § 6)

16-4-14: Floodplain Appeals and Variances.

A. *General.* The Planning and Zoning Commission shall hear and decide appeals and requests for variances from the requirements of this Chapter.

1. Appeals and floodplain variance requests shall be processed pursuant to the general zoning appeals and variances requirements of 16-2-18 EMC (Appeals) and 16-2-16 EMC, (Variances), respectively.
2. Those aggrieved by the final decision of the Commission may appeal such decision by appropriate legal action to a court of record having jurisdiction. Such appeal shall be filed no more than thirty (30) days from the date of the Commission's final decision.

B. *Appeals.* The Commission shall hear and decide appeals only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this Chapter.

C. *Variances.*

1. Any applicant to whom a variance is granted to build the lowest floor elevation below the base flood elevation shall be given written notice that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
2. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half (1/2) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant items 1—11 in Subsection 16-4-6(B)(2)(d) EMC have been fully considered. As the lot size increases beyond one-half (1/2) acre, the technical justification required for issuing the variance increases.
3. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
4. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
5. In passing upon a Floodplain Variance application, the Commission shall consider all technical evaluations, all relevant factors, and standards specified in other sections of this Title.
6. **Criteria for Considering a Floodplain Variance.** The Commission shall grant a Floodplain Variance only upon a showing of good and sufficient cause and determination that:
 - a. The variance is the minimum necessary, considering the flood hazard, to afford relief;
 - b. Failure to grant the Floodplain Variance would result in exceptional hardship to the applicant; and
 - c. The granting of a Floodplain Variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws.
7. Upon consideration of the above and the intent of this Chapter, the Commission may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this Chapter.

(Ord. 10-44, § 1; Ord. 8-13, § 6)

16-4-15: Enforcement.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without being in full compliance with the terms of this Chapter and other applicable regulations. Enforcement of the provisions of this Chapter shall be pursuant to Chapter 16-10 EMC, (Enforcement and Penalties). (Ord. 10-44, § 1; Ord. 8-13, § 6)

16-4-16: Floodplain Definitions.

The following definitions pertain specifically to Chapter 16-4 EMC, (Floodplain Regulations) and are intended to be used only in the regulation of special flood hazard areas as identified in this Chapter. For the purposes of floodplain regulation, these definitions supersede the same terms as defined in 16-11-2 EMC, (Definition of Word, Term, and Phrases) of this Title.

100-Year Flood: A flood having a recurrence interval that has a one-percent (1%) chance of being equaled or exceeded during any given year (1-percent-annual-chance flood). The terms "one-hundred-year flood" and "one percent chance flood" are synonymous with the term "100-hundred flood." The term does not imply that the flood will necessarily happen once every one-hundred years.

100-Year Floodplain: The area of land susceptible to being inundated as a result of the occurrence of a one-hundred-year flood.

500-Year Flood: A flood having a recurrence interval that has a 0.2-percent chance of being equaled or exceeded during any given year (0.2-percent-chance-annual-flood). The term does not imply that the flood will necessarily happen once every five-hundred years.

500-Year Floodplain: The area of land susceptible to being inundated as a result of the occurrence of a five-hundred-year flood.

Addition: Any activity that expands the enclosed footprint or increases the square footage of an existing structure.

Area of Shallow Flooding: A designated AO, AH, or VO zone on the City's Flood Insurance Rate Map (FIRM) with a one percent (1%) chance or greater annual chance of flooding to an average depth of one to three feet (1'—3') where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Base Flood: A flood having a one percent (1%) chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE): The elevation shown on a FEMA Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent (1%) chance of equaling or exceeding that level in any given year.

Basement: Any area of a building having its floor sub-grade (below ground level) on all sides.

Channel: The physical confine of stream or waterway consisting of a bed and stream banks, existing in a variety of geometries.

Conditional Letter of Map Revision (CLOMR): FEMA's comment on a proposed project, which does not revise an effective floodplain map, that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.

Critical Facility: A structure or related infrastructure, but not the land on which it is situated, as specified in Subsection 16-4-8(H) EMC (Standards for Critical Facilities) that if flooded may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.

Development: Any manmade change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Digital Flood Insurance Rate Map (DFIRM): FEMA digital floodplain map. These digital maps serve as "regulatory floodplain maps" for insurance and floodplain management purposes.

Elevated Building: For insurance purposes, a nonbasement building which has its lowest elevated floor raised above ground level by (i) foundation walls, shear walls, posts, piers, pilings, columns, or shear walls parallel to the flow of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls and openings sufficient to facilitate the unimpeded movement of floodwaters.

Existing Construction: For the purposes of determining flood insurance rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing Manufactured Home Park or Subdivision: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain regulations adopted by the City.

Expansion to an Existing Manufactured Home Park or Subdivision: The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FEMA: Federal Emergency Management Agency, the agency responsible for administering the National Flood Insurance Program.

Flood (or Flooding): A general and temporary condition of partial or complete inundation of normally dry land areas from:

- (A) The overflow of inland or tidal waters, and/or
- (B) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Damage Potential: The susceptibility of a specific land use at a particular location to damage by flooding, and the potential of the specific land use to increase off-site flooding or flood related damages.

Flood Insurance Rate Map (FIRM): The official map on which the Federal Insurance Administration has delineated both special flood hazard areas and the risk premium zones applicable to the City of Englewood.

Flood Insurance Study (FIS): The official report provided by the Federal Insurance Administration that includes flood profiles, the flood boundary-floodway map, and the water surface elevation of the base flood.

Flood Profile: A graph or longitudinal profile showing the relationship of the water surface elevation of a flood event to location along a stream or river.

Flood Protection Elevation: An elevation one foot (1') above the elevation of "flood profile" of the 100-year flood under existing channel and floodplain conditions. It is one foot (1') above the elevation of the flood for a special flood hazard area as shown on the City's official Flood Insurance Rate Maps maintained in the office of the Community Development Department.

Floodplain or Flood-Prone Area: Any land area susceptible to being inundated as the result of a flood, including the area of land over which floodwater would flow from the spillway of a reservoir.

Floodplain development permit: A permit required before construction or development begins within any special flood hazard area (SFHA). If FEMA has not defined the SFHA within a community, the community shall require permits for all proposed construction or other development in the community including the placement of manufactured homes, so that it may determine whether such construction or other development is proposed within flood-prone areas. Permits are required to ensure that proposed development projects meet the requirements of the NFIP and this floodplain management ordinance.

Floodplain Management: The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain regulations.

Flood-prone Area: Any land area susceptible to being inundated by water from any source (see definition of flooding).

Floodproofing: Any combination of structural and nonstructural additions, changes, or adjustments to structures, primarily for the reduction or elimination of flood damage to lands, water, and sanitary facilities, structures, and their contents.

Floodway: The channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The Colorado statewide standard for the designated height to be used for all newly studied reaches shall be one-half foot (1/2'). Letters of Map Revision to existing floodway delineations may continue to use the floodway criteria in place at the time of the existing floodway delineation.

Freeboard: The vertical distance in feet above a predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood such as debris blockage of bridge openings and the increased runoff due to urbanization of the watershed.

Highest Adjacent Grade: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Structure: Any structure that is:

- (A) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (B) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (C) Individually listed on a State inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
- (D) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 1. By an approved state program as determined by the Secretary of the Interior; or
 2. Directly by the Secretary of the Interior in states without approved programs.

Letter of Map Revision (LOMR): FEMA's official revision of an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevation (BFEs), or the Special Flood Hazard Area (SFHA).

Letter of Map Revision Based on Fill (LOMR-F): FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.

Lowest Floor: The lowest floor of the lowest enclosed area (including basement). Any floor used for living purposes which includes working, storage, sleeping, cooking and eating, or recreation or any combination thereof. This includes any floor that could be converted to such a use such as a basement or crawl space. The lowest floor is a determinate for the flood insurance premium for a building, home or business. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access,

or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Section 60.3 of the National Flood Insurance Program regulations.

Manufactured Home: A structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured Home Park or Subdivision: A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Mean Sea Level: For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1988 or other datum, to which base flood elevations shown on the City's Flood Insurance Rate Map are referenced.

National Flood Insurance Program (NFIP): A Federal program that authorizes the sale of federally subsidized flood insurance in participating communities.

Natural Drainage: The pattern of surface and stormwater drainage from a particular site before the construction or installation of improvements or prior to any regrading.

New Construction: For the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain regulation adopted by the City and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

No-Rise Certification: A record of the results of an engineering analysis conducted to determine whether a project will increase flood heights in a floodway. A No-Rise Certification must be supported by technical data and signed by a registered Colorado professional engineer. The supporting technical data should be based on the standard step-backwater computer model used to develop the 100-year floodway shown on the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM).

Recreational Vehicle: A vehicle which is:

- (A) Built on a single chassis;
- (B) Four hundred (400) square feet or less when measured at the largest horizontal projections;
- (C) Designed to be self-propelled or permanently towable by a light duty truck; and
- (D) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special Flood Hazard Area: The land in the floodplain within the City of Englewood subject to a one percent (1%) or greater chance of flooding in any given year, i.e. the 100-year floodplain.

Start of Construction: Includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as

the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure: A walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Substantial Damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

Substantial Improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- (A) Any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions, or
- (B) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Violation: The failure of a structure or other development to be fully compliant with the City's floodplain regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in NFIP Standards Sections 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5), as amended, is presumed to be in violation until such time as that documentation is provided.

Water Surface Elevation: The height, in relation to the National American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplain.

Watercourse: A channel, natural depression, slough, artificial channel, gulch, arroyo, stream, creek, pond, reservoir, or lake in which storm runoff and floodwater flows either regularly or infrequently. This includes major drainageways for carrying urban storm runoff.

(Ord. 10-44, § 1; Ord. 8-13, § 6)



City of Englewood
 Community Development Department
 1000 Englewood Parkway
 Englewood, CO 80110
 303-762-2342
 englewoodgov.org

Floodplain Development Permit Application

Project Information

Address: _____
 Parcel Number: _____
 Legal Description: _____
 (Attach separate sheet if necessary)

Project Description (Please check all that apply)

Residential Non-Residential
 New Structure Addition to Structure
 Grading Fill Bridge Change in Watercourse

Description of Work: (i.e. first floor addition of 550 sf, OR construction of bike path)

Watercourse / Flood Hazard

Watercourse:
 Big Dry Creek Little Dry Creek South Platte River West Harvard Gulch (NW Greenbelt)
 FIRM Panel Number: _____ Dated: _____
 FEMA Flood Zone: A AE AH AO X (shaded)

Applicant

Name: _____
 Address: _____

 Contact Name: _____
 Phone: _____
 E-mail: _____

Name: _____
 Address: _____

 Phone: _____
 E-mail: _____

Applicant Signature: _____ Date: _____

Permit Application

The following materials, applicable to the project, have been submitted:

- Site Development Plan(s)
 - Location of all existing and proposed structures, water bodies, adjacent streets, lot dimensions
 - Location of floodway and base flood elevations
 - Extent of watercourse relocation and/or landform alteration
- Development plans, drawn to scale, including details for anchoring structures, proposed elevation of lowest floor (including basement), types of water-resistant materials used below first floor, details of floodproofing of utilities located below the first floor, and details of enclosures below the first floor.
- Non-Residential floodproofing designs meet NFIP water-tight standards
 - Floodproofing protection elevation _____ ft. NGVD
 - Certification by registered engineer or architect
- Engineering data provided for map and floodway revisions
- Floodway Certification form a registered engineer that the proposed activity in a regulatory floodway will not result in any increase in the height of the "100-year" flood. A copy of all data and hydraulic/hydrologic calculations supporting this finding must be submitted.
- Other

Permit Determination

Case Number: _____

Permit Approved: The information submitted for the proposed project was reviewed and is in compliance with approved floodplain management standards.

Permit Denied: The proposed project does not meet approved floodplain management standards.

Comments: _____

Floodplain Administrator:

Signature: _____

Date: _____

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 35
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT REGARDING FUNDING OF MAJOR DRAINAGEWAY PLANNING AND FLOOD HAZARD AREA DELINEATION FOR DRY GULCH IN ENGLEWOOD.

WHEREAS, the Urban Drainage and Flood Control District in a policy statement previously adopted (Resolution No. 14, Series of 1970), expressed an intent to assist public bodies which have heretofore enacted floodplain zoning measures; and

WHEREAS, the Urban Drainage and Flood Control district has previously engaged with the City and County of Denver in an "Agreement Regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Harvard Gulch" (Agreement No. 14-10.04); and

WHEREAS, Parties now desire to proceed with development of a drainageway master plan and a flood hazard area delineation (FHAD) report for Dry Gulch (tributary to Harvard Gulch) within the City of Englewood (hereinafter called "Project"); and

WHEREAS, the project will define the FHAD for Dry Gulch and develop a master plan, with cost estimates, to mitigate or eliminate flooding of Dry Gulch; and

WHEREAS, property owners will be notified and invited to a public meeting during the study; and

WHEREAS, the UDFCD will not submit the FHAD to FEMA without written authorization from the City of Englewood; and

WHEREAS, Parties desire to engage an engineer to render certain technical and professional advice and to compile information, evaluate, study, and recommend design solutions to such drainage problems for "Project" which are in the best interest of Parties.

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 an Intergovernmental Agreement regarding funding of Major Drainageway Planning and Flood Hazard Area Delineation for Dry Gulch in Englewood between the Urban Drainageway and Flood Control District and the City of Englewood, Colorado, as attached hereto as Exhibit A.

Section 2. The Mayor is authorized to sign said Intergovernmental Agreement for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 3rd day of August, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 6th day of August, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of August, 2015 for thirty (30) days.

Randy P. Penn, Mayor

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 3rd day of August, 2015.

Loucrishia A. Ellis

AGREEMENT REGARDING FUNDING OF MAJOR DRAINAGEWAY PLANNING AND FLOOD HAZARD AREA DELINEATION FOR DRY GULCH IN ENGLEWOOD

Agreement No. 15-07.02

THIS AGREEMENT, made this _____ day of _____, 2015, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and CITY OF ENGLEWOOD (hereinafter called "ENGLEWOOD"); (hereinafter ENGLEWOOD shall be known as "PROJECT SPONSOR" and DISTRICT and PROJECT SPONSOR shall be collectively known as "PARTIES");

WITNESSETH THAT:

WHEREAS, DISTRICT in a policy statement previously adopted (Resolution No. 14, Series of 1970), expressed an intent to assist public bodies which have heretofore enacted floodplain zoning measures; and

WHEREAS, DISTRICT has previously established a Work Program for 2015 (Resolution No. 51, Series of 2014) which includes master planning; and

WHEREAS, DISTRICT has previously engaged with City and County of Denver in an "Agreement Regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Harvard Gulch" (Agreement No. 14-10.04); and

WHEREAS, PARTIES now desire to proceed with development of a drainageway master plan and a flood hazard area delineation (FHAD) report for Dry Gulch (tributary to Harvard Gulch) within the City of Englewood (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to engage an engineer to render certain technical and professional advice and to compile information, evaluate, study, and recommend design solutions to such drainage problems for PROJECT which are in the best interest of PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. PROJECT AREA

DISTRICT shall engage an engineer and obtain mapping as needed to perform or supply necessary services in connection with and respecting the planning of PROJECT of the area and watershed shown on the attached Exhibit A dated July 2015, (hereinafter called "AREA").

3. SCOPE OF PROJECT

The purpose of PROJECT is to develop a drainageway master plan and FHAD, including hydrologic information and the locations, alignments, and sizing of storm sewers, channels, detention/retention basins, and other facilities and appurtenances needed to provide efficient

stormwater drainage within AREA. The proposed work shall include, but not be limited to, mapping; compilation of existing data; necessary field work; and development and consistent evaluation of all reasonable alternatives so that the most feasible drainage and flood control master plan can be determined and justified for AREA. Consideration shall be given to costs, existing and proposed land use, existing and proposed drainage systems, known drainage or flooding problems, known or anticipated erosion problems, stormwater quality, right-of-way needs, existing wetlands and riparian zones, open space and wildlife habitat benefits, and legal requirements. Schematic alternative plans shall be developed such that comparison with other alternatives can be made. Drainage system planning shall be done in three phases by the engineer engaged by DISTRICT, culminating in a drainage master plan report. During the first phase, the selected engineer shall perform all data gathering and modeling needed to prepare the baseline hydrology section of the master plan report containing an introduction, study area description and hydrologic analysis description. During the second phase, the engineer shall perform all studies and data gathering needed to prepare the alternatives analysis sections of the master plan report containing a hydraulic analysis discussion, schematics of alternatives developed and their costs along with a discussion of the pros and cons of each alternative and a recommended plan. A single alternative will be selected by PARTIES after the review and evaluation of the alternatives analysis report. The FHAD report preparation and submittal will be concurrent with the second phase of the master plan. During the third phase, the engineer shall be directed to prepare a conceptual design for the selected alternative and prepare the conceptual design section of the master plan report.

4. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

5. PROJECT COSTS

PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of, and be limited to, mapping, master planning, FHAD and related services and contingencies mutually agreeable to PARTIES. Project costs are estimated not to exceed \$10,000.

6. FINANCIAL COMMITMENTS OF PARTIES

PARTIES shall each contribute the following percentages and maximum amounts for PROJECT costs as defined in Paragraphs 5:

	Master Plan Percentage Share	Maximum Contribution
DISTRICT	0.00%	\$0
<u>ENGLEWOOD</u>	<u>100.00%</u>	<u>\$10,000</u>
TOTAL	100.00%	\$10,000

7. MANAGEMENT OF FINANCES

Payment by ENGLEWOOD of \$10,000 shall be made to DISTRICT subsequent to execution of this Agreement and within thirty (30) calendar days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to PROJECT SPONSOR of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT and will not require an amendment to this Agreement.

In the event that it becomes necessary and advisable to change the scope of work to be performed, the need for such changes shall first be discussed with PARTIES, and their general concurrence received before issuance of any amendments or addenda. No changes shall be approved that increase the costs beyond the funds available in the PROJECT fund unless and until the additional funds needed are committed by PARTIES by an amendment to this Agreement.

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or dispersed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

8. PROJECT MAPPING

No new mapping is anticipated under this Agreement for PROJECT. Upon execution of this Agreement, PROJECT SPONSOR shall provide copies of the most recent mapping within their jurisdictional area in digital format to DISTRICT to the extent such mapping is available without additional cost.

9. MASTER PLANNING AND DFHAD

Upon execution of this Agreement, PARTIES shall select an engineer mutually agreeable to PARTIES. DISTRICT, with the approval of PROJECT SPONSOR, shall contract with the selected engineer, shall administer the contract, and shall supervise and coordinate the planning for the development of alternatives and of conceptual design.

10. PUBLISHED REPORTS AND PROJECT DATA

DISTRICT will provide to PROJECT SPONSOR access to the draft and final electronic FHAD report files and draft and final electronic report files.

Upon completion of PROJECT, electronic files of all mapping, drawings, and hydrologic and hydraulic calculations developed by the engineer contracted for PROJECT shall be provided to PROJECT SPONSOR upon request.

11. TERM OF THE AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate two years after the final master planning report is delivered to DISTRICT and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 7 herein.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for PROJECT SPONSOR shall be the Deputy Public Works Director, 1000 Englewood Parkway, Englewood, Colorado 80110.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or PROJECT SPONSOR. Said representatives shall have the authority for all approvals, authorizations, notices, or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with PROJECT SPONSOR the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from PROJECT SPONSOR needed to complete PROJECT in a timely manner. PROJECT SPONSOR agrees to review all draft reports and to provide comments within 21 calendar days after the draft reports have been provided by DISTRICT to PROJECT SPONSOR. PROJECT SPONSOR also agrees to evaluate the alternatives presented in the alternatives analysis sections of the report, to select an alternative, and to notify DISTRICT of their decision(s) within 30 calendar days after the alternatives analysis report is provided to PROJECT SPONSOR by DISTRICT.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the County where the Project is located.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at PROJECT SPONSOR's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist PROJECT SPONSOR as needed and appropriate.

23. GOVERNMENTAL IMMUNITIES

The PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any PARTY of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-1-1, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.

24. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder.

25. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of PROJECT SPONSOR and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of PROJECT SPONSOR and/or DISTRICT.

26. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than PROJECT SPONSOR or DISTRICT receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

27. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 *et seq* C.R.S. The following language shall be included in any contract for public services: "The Consultant or Contractor shall not and by signing this Agreement certifies that it does not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant or Contractor shall not enter into a subcontract with a subcontractor that fails to certify to the Consultant or Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services. Consultant or Contractor affirms that they have verified or attempted to verify through participation in the Employment Eligibility Verification Program (E-Verify) previously known as the Basic Pilot Program (created in Public Law 208, 104th Congress, As Amended, and expanded in Public Law 156, 108th Congress, As Amended, that is administered by the United States Department of Homeland Security that Consultant or Contractor does not employ illegal aliens.

Consultant or Contractor shall not use the E-Verify procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

In the event that the Consultant or Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant or Contractor shall be required to:

- A. Notify the subcontractor and PARTIES within three days that the Consultant or Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. Terminate the subcontract with the subcontractor if within three days of receiving the notice required if the Subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant or 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 an illegal alien.

Consultant or Contractor is required under this Agreement to comply with any reasonable request by the Colorado Department of Labor and Employment (CDL) made in the course of an investigation the CDL is undertaking pursuant to §8-17.5-102(5) C.R.S.

DISTRICT may terminate this agreement for a breach of contract if Consultant or Contractor does not fully and completely comply with these conditions. If this Agreement is so terminated, the Consultant or Contractor shall be liable for actual and consequential damages to PARTIES.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatures as of the date and year above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

ATTEST:

By _____

Title Executive Director

Date _____

CITY OF ENGLEWOOD

(SEAL)

ATTEST:

Loucrishia A. Ellis
City Clerk

By _____

Randy P. Penn
Title Mayor

Date _____

COUNCIL COMMUNICATION

Date: August 3, 2015	Agenda Item: 11 c i	Subject: Resolution supporting the City's Arapahoe County Open Space grant application for construction of RiverRun Trailhead Phase II
Initiated By: Department of Parks and Recreation		Staff Source: Joe Sack, Recreation Services Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Vision: To promote and ensure a high quality of life, economic vitality, and a uniquely desirable community identity through the delivery of reliable, affordable, and flexible services and by proactively collaborating with our citizens and businesses to develop an environment that fosters safety and opportunity.

Previous Action

Council Bill No. 25, Ordinance No. 27, series of 2015, 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 construction of the River Run Trailhead Phase I.

Resolution No. 6, Series of 2015, authorizing The City's Arapahoe County Open Space grant application for the construction of the River Run 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

Recommendation from the Parks and Recreation Department to approve a resolution supporting the City's grant application to Arapahoe County Open Space for the construction of RiverRun Trailhead Phase II.

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 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.

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 II key elements include: utilities and infrastructure to finish site preparation, warm tone concrete access paths, concrete plaza and pavilion flooring, covered picnic pavilion and tables for 200-250 users, trash enclosure for the shelter, restroom facilities, native seeding and trees, irrigation, electrical and lighting for pavilion, pathways and parking areas.

This work is to be completed following and in conjunction with Phase I (currently funded and construction to begin this fall). Phase I includes site preparation, removal of existing debris, erosion and sediment control, construction surveying, earthwork and storm water facilities.

FINANCIAL IMPACT

The City's Arapahoe County Open Space grant application will request \$500,000 in grant funds with a required City cash match of \$300,000. Matching funds budgeted in the approved 2015 Open Space Fund.

LIST OF ATTACHMENTS

Resolution
Arapahoe County Open Space Grant application

RESOLUTION NO. _____
SERIES OF 2015

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

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 II – will include a large park pavilion, playground, restroom facilities, ADA access to the South Platte River and regional trail access; and

WHEREAS, the Englewood City Council authorized the application of ACOS Grant for RiverRun Trailhead Phase 1, with the passage of Resolution No. 5, Series of 2015; and

WHEREAS, the Englewood City Council authorized an intergovernmental agreement with Arapahoe County for the acceptance of ACOS Grant of the RiverRun Trailhead Phase 1 with the passage of Ordinance No. 27, Series of 2015; and

WHEREAS, the City's Arapahoe County Open Space grant application will request \$500,000 in grant funds with a required City cash match of \$300,000 which has been budgeted; and

WHEREAS, Parks and Recreation will bring back an IGA for the acceptance of the ACOS Grant RiverRun Trailhead Phase II if awarded; 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 II.

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 II, attached hereto as Exhibit A.

ADOPTED AND APPROVED this 3rd day of August, 2015.

ATTEST:

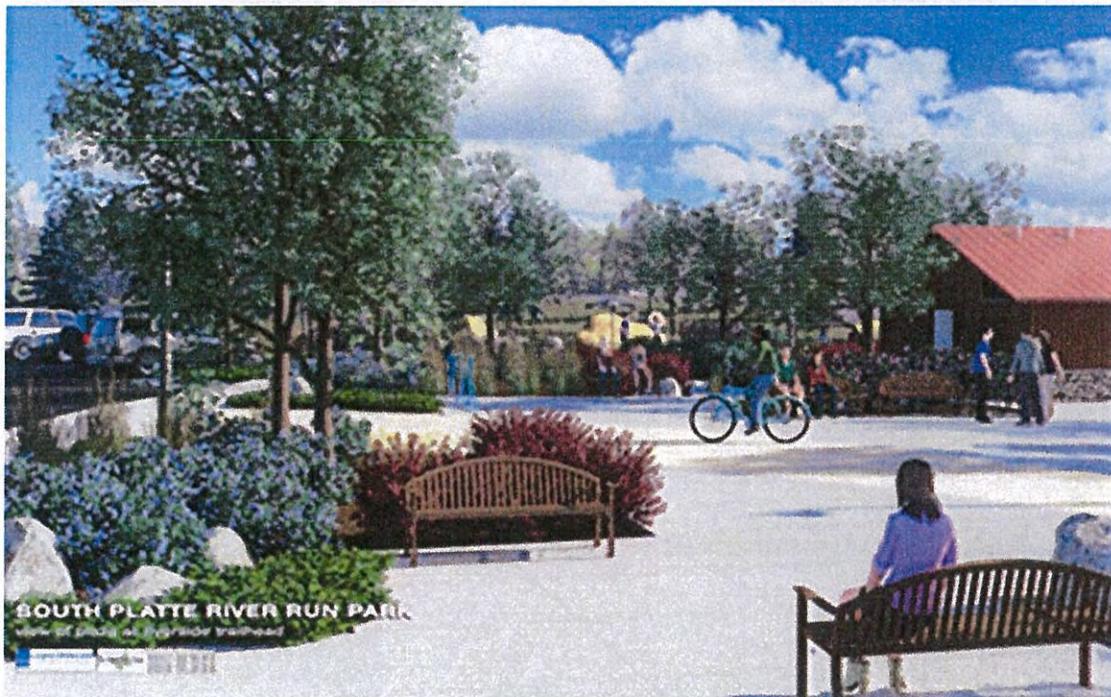
Randy P. Penn, Mayor

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. _____, Series of 2015.

Loucrishia A. Ellis, City Clerk

Fall 2015 Special Grant Cycle: Large Grants Grant Application—City of Englewood



RiverRun Trailhead Phase II

August 7, 2015

APPLICANT: City of Englewood
 PROJECT TITLE: RiverRun Trailhead Phase II

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APPLICANT: City of Englewood
 PROJECT TITLE: RiverRun Trailhead Phase II

Grant Category (check one): <input checked="" type="checkbox"/> Large

**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: Joe Sack	
Address: 1155 West Oxford Avenue, Englewood, CO	
Primary Contact: Joe Sack	Title: Recreation Services Manager
Telephone: 303-762-2682	
Email: _____	

Primary Partner Information <i>(Additional partners should be discussed in Part F: Project Details, Question 13 of the application.)</i>	
Name: City of Sheridan	
Address: 4101 S. Federal Boulevard, Sheridan, CO 80110	
Contact: Jennifer Henninger, AICP	Title: City Planner
Telephone: 303-438-3307	
Email: _____	
Partner Responsibilities: Financial participation, support/coordination	

Project Information	
Grant Category: Fall 2015 Special Grant Cycle	
Project Type: Construction Project (Key Amenities and Elements)	
Project Title: RiverRun Trailhead Phase II	
Address: 2101 West Oxford Avenue Englewood, CO 80110	
City or Unincorporated Arapahoe County: City of Sheridan (on land owned by Englewood)	
GPS Coordinates: 39° 38'35.51"N 105°00'51.59"W	
Grant Request: \$500,000.00	
Cash Match Total: \$300,000.00	Percentage of Total Project: 37.5%
Total Project Amount: \$800,000	

<p>Brief Project Summary (400 words or less):</p> <p>The mission is to construct the key components of RiverRun Trailhead creating an attractive new venue on the east bank of the South Platte River at W. Oxford Avenue. The specific improvements include: a large covered pavilion, an outdoor plaza, gathering spaces, picnic tables, seating areas, a restroom and landscaping. This work is the second phase of transforming a fallow site into a recreational green space. (Phase I, funded under the Winter 2015 ACOS Standard Grant, included grading and utility work.)</p>

APPLICANT: City of Englewood

PROJECT TITLE: RiverRun Trailhead Phase II

The project emphasizes significant landscape reshaping to better orient the site to the water creating vibrant new river-focused green spaces. In addition to river access, the improvements will accommodate medium to large groups in the pavilion such as company picnics.

Ultimately, this new park will be part of a larger 8-acre riverfront destination with whitewater features and other riverbank enhancements. The improvements, funded herein, will be a focal point and will serve over 100,000 local residents of diverse incomes and ages in need of outdoor spaces, particularly with water features. Many more regionally will benefit as well as this new park will be a key entry point to the Mary Carter Greenway. The overall goal is to transform a long-neglected reach of the river into a major, attractive, water-oriented destination.

In conjunction with, though not part of this grant, the partners will construct a major water recreation venue in the river with a beach and whitewater chutes that can accommodate rafters, kayakers, tubers and waders along with seat walls, overlooks, a nature-themed playground, additional landscaping and parking. Work on all of the above items is scheduled to occur over the next 12-18 months with a grand opening anticipated in fall of 2016.

This project is also the centerpiece and catalytic step in a larger, 2-mile-long, 250-plus acre river-oriented "Central Park" serving the South Metro Area with green spaces, river habitat enhancement, natural areas, water play, walking routes and bike paths. The vision for this project has been emerging for several years. Master plans and reports by Englewood, Sheridan, South Suburban Parks and Recreation, the Colorado Water Conservation Board, Urban Drainage District and the Arapahoe County Open Spaces South Platte Working Group embrace RiverRun Trailhead as a keystone component. Planning included community meetings, presentations, a Website and other outreach and opportunities for input.

As a partner, the City of Sheridan is contributing \$75,000 along with coordination and other support.

APPLICANT: City of Englewood

PROJECT TITLE: RiverRun Trailhead Phase II

Part B – Minimum Qualification and Eligibility Form

Certify the below minimum qualifications and eligibility criteria:

Applicant Name: City of Englewood

Application Category and Type: Construction Project

Project Name: RiverRun Trailhead Phase II

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 Spaces 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 Spaces. Over the past 5 years, Englewood has received 8 grants. The first 5 of these grants have been completed within the allotted time frame. (Parks Gateway Grant has just been awarded this past grant cycle along with the RiverRun Trailhead Phase I).

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 West Oxford Avenue and the South Platte River.

Englewood is applying for one Large Scale grant (herein) this cycle--for RiverRun Trailhead Phase II (Construction Project).

2. Discuss project alignment with the Arapahoe County Open Spaces Master Plan; local adopted Master Plan; **OR** other approved planning documents.

The Open Spaces 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".

Indeed the RiverRun Trailhead Phase II project defines the mission of the Arapahoe County Open Spaces Plan, to wit:

- Acquire, conserve and protect open space – The RiverRun Trailhead project will reclaim a neglected, underutilized riverfront space into a park area with access to the South Platte River.

APPLICANT: City of Englewood

PROJECT TITLE: RiverRun Trailhead Phase II

- Build county open space parks and trails – With the completion of this project, the location will be preserved as a permanent park to provide green space for this underserved neighborhood of residents Englewood, Sheridan, Littleton and Arapahoe County. It will also significantly enhance access and enjoyment of the Mary Carter Greenway Trail.
- Plan countywide trails network—This project is destined to become a key trailhead to the Mary Carter Greenway Regional Trail system with both east and west side river access. It will also become a new major hub for existing and planned trails including a new trail along the east bank of the South Platte River, access from improved walk/bike paths along W. Oxford Avenue, and other potential loops and routes connecting Englewood, Sheridan, Littleton and Denver.
- Cooperative partnership work – This work is part of one of the broadest cooperative recreational efforts in the history of the metro area. Through this project, many partnerships were developed or enhanced engaging the Cities of Englewood, Sheridan and Littleton and other organizations including the South Platte Working Group, South Suburban Parks and Recreation District, Urban Drainage and Flood Control, the Colorado Water and Conservation Board, area businesses and neighbors, all of whom are engaged to help develop this park space. In addition, the City of Sheridan is contributing \$75,000 in cash.
- 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 \$75,000 contributed by the City of Sheridan. In addition, the associated improvements including the in-river whitewater and riverbank enhancements have substantial financial support from Urban Drainage and Flood Control, Colorado Water and Conservation Board, City of Englewood, City of Sheridan and other South Platte Working Group members.

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

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

- Preserve urban and rural open space and natural areas – This project will reclaim and preserve this area as a riparian-themed green space 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 related river corridor improvements have been specifically designed to protect the South Platte water resource. This project improves a degraded segment of the river to promote better stream flow, water aeration, and riparian plantings that lead to better water quality. It will also set an example of better management, applicable to other waterways in the County.
- Provide, maintain and improve neighborhood parks, open space, sports fields, picnic facilities and biking, walking and multi-use trails—Development of RiverRun

APPLICANT: City of Englewood
PROJECT TITLE: RiverRun Trailhead Phase II

Trailhead fills a fundamental need of providing park and open space. The RiverRun Trailhead will provide a park area, playground, pavilion, restroom facilities, trail, improved landscaping 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 reworking the river banks and stream bottom to improve water flow and water quality along with planting wildlife-friendly vegetation. These changes will improve fish habitat in the river as well as supporting other riparian plant and animal life. The improved park, and greenways and the trail access on both sides of the river, will also preserve a sense of stewardship and community support for a healthy river environment.

Acknowledge the minimum qualification components listed below by checking each box. 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 Spaces 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: _____ Date: 7/28/15
(must be signed by highest authority in agency)

APPLICANT: City of Englewood

PROJECT TITLE: RiverRun Trailhead Phase II

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

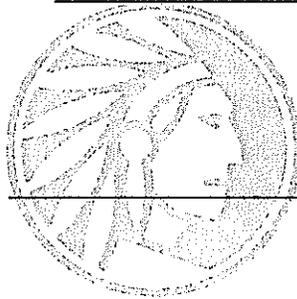
For Arapahoe County Use Only:

Initial Review Date (pre-qualification): _____

- Minimum Qualifications Met (yes/no)?

- Comments:

Grant Program Administrator Signature: _____



Final Review Date (after evaluation): _____

- Comments/Conditions:

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 and must be complete and signed (if applicable) to meet minimum qualifications. The application Table of Contents should match the below checklist and may include more detail.

- ✓ Part A – Application Summary Form
- ✓ Part B – Minimum Qualifications and Eligibility Form
- ✓ Part C – Application Checklist
- ✓ Part D – Project Timeline (must be detailed)
- ✓ Part E – Project Budget Narrative and Forms (all forms must be completely filled out)
- ✓ 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 and label each attachment page at the top with a header and title)
 1. Evidence of support from highest authority (official letter or resolution) – including commitment to complete and maintain the project; statement that matching funds are secured; acknowledgment of responsibility of cost overruns; and certification that the project will be open to the public or serve a public purpose upon completion *See attached sample resolution* .
 2. Evidence of commitment to long-term maintenance, including the maintenance budget and agency capacity to maintain (letter from management/maintenance agency)
 3. Evidence of property ownership/legal access (legal documentation)
 4. Evidence of community support (letters of support – maximum of 5)
 5. Documentation of opposition and responses (state if applicable)
 6. Evidence of commitment from project partners (cash match/in-kind match support letters/partner support letters – no maximum)
 7. Photos (pre-submittal)
 8. Maps, Site Information and Site Visit Form (project location maps to include: site map, vicinity map, plan and project site visit form with driving directions)
 9. GIS shapefile, if applicable (include on compact disc or thumb drive)
 10. Other (clearly title: acquisition documentation: appraisal, preliminary title work, contract option (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: 7/28/15

APPLICANT: City of Englewood

PROJECT TITLE: RiverRun Trailhead Phase II

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 detailed, realistic and coincide with Part F to receive full points.

Timeline should include the IGA execution and project start date (must be within 45 days of the award notification).

Task	Sep/Oct 15	Nov 15	Dec 15	Jan 16	Feb 16	Mar 16	Apr 16	May 16	June 16	July 16	Aug 16	Sept 16	Oct 16	Nov 16	Dec 16
Grant Notification															
IGA Execution/ Project Start Date															
Construction Surveying															
Order Manufactured Components															
Grading, Paving/ Set Pads for Structures															
Install Structures (Shelter & Restroom)															
Install Sprinklers & Landscaping															
Install Furnishings															
Grand Opening															
Final Report															

APPLICANT: City of Englewood

PROJECT TITLE: RiverRun Trailhead Phase II

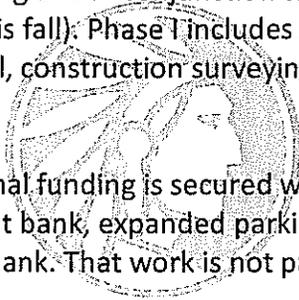
Part E – Project Budget Narrative and Forms (10 points)

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

RiverRun Trailhead is a keystone element of the South Platte River Transformation in Arapahoe County. Construction pricing has already been determined with Naranjo, the contractor. It is to be completed in multiple phases. This project represents the second phase of a \$1.2 million effort to create a major venue adjacent to the river at W. Oxford Avenue. It also establishes the site as an attractive multi-purpose venue. Total budget for this phase (Phase II) is \$800,000. The key budget elements include: utilities and infrastructure to finish site preparation (\$76,520); warm tone concrete access paths (\$11,121); concrete plaza and pavilion flooring (\$86,679); covered picnic pavilion for 200-250 users (\$226,000); picnic tables for the enclosure (\$22,000); trash enclosure for the shelter (\$16,980); restroom, plumbed with three toilets w/utilities (\$159,000); native seeding and 17 2.5" caliper trees (\$16,862); irrigation installed (\$74,400); electrical and lighting for pavilion, pathways and parking area (\$110,438).

This work is to be completed following and in conjunction with Phase 1-\$400,000 (currently funded and construction to begin this fall). Phase I includes site preparation, removal of existing debris, erosion and sediment control, construction surveying, earthwork and storm water facilities.

Future work to follow on, as additional funding is secured will include enhancements such as a nature theme playground on the east bank, expanded parking on east and west banks, and additional landscaping on the west bank. That work is not part of this project phase or budget.



Category	Detailed Use of Funds per Category	Source of Match	Cash	In-kind	Total Amount
Utilities and Infrastructure	Water, Sewer & Electrical Elements	Englewood	111958	0	111958
Plazas Walks and Circulation	Warm-Tone Concrete Pathway	Englewood	3121	0	3121
	Concrete Paving, Plaza, Pavilion	Englewood	22679	0	22679
Pavillion and Site Furnishings	Shelter w/Vinyl Panels (1)	Englewood	36000	0	36000
	6' Picnic Tables (20)	Englewood	2000	0	2000
	Trash Enclosure (1)	Englewood	8980	0	8980
Restroom w/Utilities	Restroom Structure (3 toilets)	Sheridan	74000	0	74000
Landscaping	Irrigation System	Englewood	37400	0	37400
	Tillage/Native Seeding (.5 Acre)	Sheridan	1000	0	1000
	Tillage/Native Seeding (.5 Acre)	Englewood	150		150
	Trees (Maple and Oak (17 2.5" Cal.))	Englewood	2712	0	2712
Total			\$300,000	\$0	\$300,000

Applicant: City of Englewood
Signature: _____
Date: 1-Aug-15

Project Title: RiverRun Trailhead Phase II
Name and Title: Joe Sack, Rec. Services Mgr.

Category	Detailed Use of Funds per Category	Grant Request	Amount
Utilities and Infrastructure			
	6" DIP Waterline	0	\$8,200
	6" Gate Valve and Tees	0	\$5,298
	Fire Hydrant Modification	0	\$1,836
	Connect to Sanitary Manhole	0	\$770
	8" Sanitary Line	0	\$44,802
	4' Dia. Manhole	0	\$7,978
	San. Line-Related Modifications	0	\$7,636
	Electrical to Pavilion, Restroom, Ped. Circulation, Parking Area	75000	\$110,438
Plaza, Walks and Circulation			
	Warm-Tone Concrete Pathway	8000	\$11,121
	Concrete Paving, Plaza, Pavilion	64000	\$86,679
Pavilion and Site Furnishings			
	Shelter w/Vinyl Panels (1)	190000	\$226,000
	6' Picnic Tables (20)	20000	\$22,000
	Trash Enclosure (1)	8000	\$16,980
Restroom w/Utilities	Restroom Structure (3 toilets)	85000	\$159,000
Landscaping			
	Irrigation System	37000	\$74,400
	Tillage/Native Seeding (.5 Acre)	5000	\$6,150
	Trees (Maple and Oak (17 2.5" Cal.))	8000	\$10,712
		Total	\$800,000

Applicant: City of Englewood

Project Title: RiverRun Trailhead Phase II

Signature: _____

Name and Title: Joe Sack, Rec. Services Mgr.

Date: / / **1-Aug-15**

Sources of Funds	Date Secured	County Grant Request	Cash Match	In-Kind Match	Total Project Funds
Arapahoe County Open Space		\$500,000			\$500,000
Applicant match	6-Jun-15		\$225,000		\$225,000
City of Sheridan	6-Jun-15		\$75,000		\$75,000
Other funding source					\$0
Total Project Cost		\$500,000	\$300,000	\$0	\$800,000

Applicant: City of Englewood **Project Title:** RiverRun Trailhead P.II **Year:** 2015
Signature: _____ **Name and Title:** Joe Sack, Rec. Services Mgr.
Date: 1-Aug-15

Requirements:	<i>Total Project Amount:</i>	\$800,000	
	<i>In-kind Match:</i>	\$0	
	<i>Total Project w/out In-kind:</i>	\$800,000	<i>Complete Below if 50% Shareback is less than 25% required Cash Match</i>
	<i>Cash Match Percentage Required:</i>	25%	<i>OR 50% Shareback Total Shareback =</i> \$0
	<i>Required Cash Match Amount:</i>	\$200,000	<i>50% Shareback =</i> \$0
Minimum Met: Y	<i>Project Cash Match</i>	\$300,000	<i>Project Cash Match =</i> \$0

APPLICANT: City of Englewood

PROJECT TITLE: RiverRun Trailhead Phase II

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:

- ✓ **Large Grant:** \$300,100 - \$500,000 funding opportunity, minimum cash match requirement is 25% of total project amount OR 50% municipal shareback, whichever is less

Select the Project Type:

Project Type/Project Details: The project categories for the large grant application 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)

This project (RiverRun Trailhead Phase II) constructs the major improvements and amenities for a new recreational venue on the South Platte River at W. Oxford Avenue. Specifically these include:

- A 200-250 person capacity picnic pavilion
- A plumbed restroom (three toilets) with woman's and men's compartments
- Paved outdoor plaza areas/gathering places— 6500 plus sf
- Access paths from the main trail and from the parking area
- Benches (6-8), picnic tables (20), grilles (4) and other furnishings
- Fine grading, seeding, shrubs and trees

RiverRun Trailhead Phase II transformations approximately 3 acres on the east bank with the goal of a multi-purpose venue that engages the South Platte River, expands access to the Mary Carter Greenway Regional Trail system and provides a destination for many thousands of local residents from the surrounding communities as well as thousands of trail users to recreate, relax or even host an event at the picnic pavilion. It will result in a unique user experience unlike anything else in the Englewood park system or along the greenway trail.

The existing site is underused. Currently a majority of the project site is scruffy and marginally accessible. Grades, including access from the existing parking, are too steep to meet ADA requirements for river access. In addition, existing grades do not focus on the river and do not foster appealing vistas. This project will result in a re-graded, attractive site that centers on the river and a park-like space.

It should be noted that this project—RiverRun Trailhead Phase II—is the second step of an effort building on Phase I (grading and site preparation) that is currently funded. It should be noted that this is part of a larger project to complete an 8-acre RiverRun Trailhead site that will include water recreation improvements in the river and enhancements to the river banks and the uplands on the west side of the river. The in-

APPLICANT: City of Englewood

PROJECT TITLE: RiverRun Trailhead Phase II

river and riverbank work will proceed this coming fall. (Please see attached plan maps and drawings).

In addition, RiverRun Trailhead is an integral component of still larger overall river corridor project. It is a keystone element in a major river corridor improvement effort along the South Platte River in the South Metro Area. The overall plan includes the transformation of over a mile of the river from Big Dry Creek at Union Avenue to just north of W. Oxford Avenue. The goal of that larger vision is to upgrade and transform a neglected reach of the South Platte River into a new recreational and open space venue with in-river water play/whitewater enhancements, a new regional trail along the east bank to accommodate the many thousands of Mary Carter Greenway Trail users, riverbank beautification and habitat enhancements creating better access to the river, adding parking lot improvements at W. Oxford Avenue new picnic and event venues, a nature-themed playground and other upland park amenities.

The trailhead will be built in phases: Phase I – Site Preparation is funded and about to begin including: earthwork to reshape and orient the site to the river; removal of existing debris; erosion and sediment control; construction surveying and utility work. Phase 2 -Builds the major site amenities such as the picnic pavilion.

In effect, this will make the site a usable attractive destination. The above improvements will make the riverside venue attractive and more usable.

The space is currently fallow and does not attract people to the river and greenway as a water amenity and as a natural resource.

Note also that over the coming year, while the above improvements are being installed, the partners will also be completing major work in the adjacent river channel including whitewater chutes and water play improvements, a beach area, access paths to the water's edge, seat walls along the river bank and greening of the river with riparian plants, trees, shrubs and other improvements.

Some additional enhancements are slated to follow as funding is secured including a nature themed playground, additional parking on both the east and west sides and additional landscaping. They will improve the venue over time but are not critical to the use and enjoyment of the improvements completed with the grant.

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 in 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.

Urban Drainage and Flood Control District (UDFCD) is managing the river corridor project and will oversee construction in partnership with the City of Englewood, City of Sheridan, South Suburban Parks and Recreation District, Colorado Water Conservation Board, the South Platte Working Group, U.S. Army Corp of Engineers and Arapahoe County Open Spaces.

The project has an indefinite useful life with the improvements permanent to serve generations of visitors.

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. Be specific. How did you arrive at this estimate? Did you collect data? If so, from what source(s). Describe the service area for this project (how far will users travel to use the project site). (5 points)

River Run Trailhead is a key element of a water-oriented park venue in the heart of the South metro area readily accessible to residents of Englewood, Sheridan, Littleton and Denver. The RiverRun Trailhead will serve as a gateway element of a regional trail and recreational amenity for users along the South Platte River and the Mary Carter Greenway Regional Trail System. Accordingly, the site is attractive to, and will serve, cyclists, joggers, rollerbladers, kayakers, tubers, waders, walkers, anglers and wildlife viewers of all ages on a daily basis.

Virtually all age, demographic and ability groups have been observed along the greenway and it is expected that all of these groups will enjoy the new venue. Surveys, community meetings and planning confirm broad support and interest in using this kind of amenity. It is estimated from visual inspection and surveys by the South Suburban Parks and Recreation District that currently 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.

Because of the site's unique quality as a water-oriented venue with kayaking, tubing fishing and its prime accessibility along the Mary Carter, Bear Creek and Denver Greenways, its service radius is well over 15-20 miles. According to U.S. Census data,

over 100,000 people live or work within convenient walking/biking distance (3 miles) of the site. Indeed, since the Platte Greenway is a regional attraction, the site will also serve the broader metro-wide population.

There are multiple densely populated neighborhoods with modest older single family and multi-family homes where a large proportion of the residents are of lower or modest income. There are also a number of commercial and industrial uses with several hundreds of employees. According to DRCOG information and other sources, median income in the proximate neighborhoods averages \$42,100 (\$33,997 in the City Sheridan)--well below the statewide median of \$58,823. Ethnicity is mixed with 38% English language learners in the Sheridan School District. Many of the local residents have limited access to cars, work multiple jobs and lack financial wherewithal for children to participate in fee-based after school activities. When the community pool in Sheridan closed in 2008, there was an outcry for water-based recreation. Similar to Denver's Confluence Park, many are seen recreating in the South Platte near Union Avenue where there is access to the water but that area is not optimal for casual water play.

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 known significant historic or cultural values adversely impacted by the RiverRun Trailhead development. Though when completed, especially with the new pavilion, it will offer a major new outdoor community gathering place—a cultural benefit. In addition, when enhanced by new grading and landscaping, Riverrun will offer scenic values associated with being adjacent to the South Platte River. Several decades ago this reach of the river was channelized by the US Army Corps of Engineers to address flooding. This project will improve the scenic value of the property by enhancing views and “humanizing” the character of the space. Improvements such as re-grading and wildlife-friendly planting will take place this coming year in conjunction with, and promoted by, the Riverrun Trailhead Phase II project; though not specifically in this grant, this work will enhance the area. This includes reshaping and replanting the river channel and its banks to significantly improve the character of the river channel as an important riparian space along the Platte River. This will include native and certain appropriate non-native species.

Currently, because the area has been disturbed over the years, the habitat value can be categorized as low to medium. Vegetation on the site and in the vicinity includes irrigated bluegrass, dryland grasses and many broadleaf weedy plants associated with

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disturbed soils. (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).

While the site presently does not have exceptional habitat value, many birds and animals migrate up and down along the Platte River. Typical bird species include many species of duck, blue heron, sparrow, robin, finch, geese and some raptors. Animal species include beaver, fox, deer, coyote, skunk and rabbit. Impacts to the natural resources are considered to be low. Riparian access for movement up and down the river will not be adversely affected. The new grasses, shrubs and trees added to the site, as well as the associated in-river-channel enhancements, will result in new significant environmental improvement.

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 is in the boundaries of the City of Sheridan, a partner in the overall RiverRun effort. The City of Englewood is the sole owner of this parcel and the adjacent Broken Tee Golf Course. The City of Englewood also owns the adjacent river channel and banks, though this is regulated by the U.S. Army Corps of engineers with management roles in the river channel by the Colorado Water Conservation Board and the Urban Drainage and Flood Control District, also partners in this project. The City of Englewood, as owner of the project site, has full rights of access to build, utilize and maintain all of the proposed RiverRun Trailhead improvements. The site is fully accessible to the public by vehicle access utilizing the current entrance off of W. Oxford Avenue that serves Broken Tee Golf Course. There is full trail access via the Mary Carter Greenway. There are electric line and storm drainage utilities proximate to the site but none of these prohibit or adversely impact the proposed improvements in this grant. No third party rights, easements or other encumbrances will affect this project. (Please see parcel ownership verification in Part G.)

5. Describe long-term maintenance of the project site and components. 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's 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)

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The City of Englewood Parks and Recreation Department will be responsible for the long-term maintenance of the RiverRun Trailhead facility including all landscaping, structures, trails, furnishings and equipment. Anticipated maintenance tasks include: upkeep of structures such as the picnic pavilion, mowing, pavement repair, graffiti removal, tending to the restroom facilities, trash removal, weed management, litter and debris pickup, routine upkeep of furnishings, police, fire and rescue services and other maintenance typically included with a passive park facility of this nature.

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. When the Phase II work is completed with all the listed amenities and additional improvements including a playground and additional landscaping and parking, it is expected that \$16,465 will be added to the Parks Division maintenance budget for labor, irrigation, restroom/shelter maintenance, snow and trash removal and tree and turf maintenance. (See Commitment Letter in Part G.)

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 Table of Contents and 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/Development". Shortly following the grant award, the City of Englewood joined with Urban Drainage Flood Control District (UDFCD) to collaborate. UDFCD identified the river corridor from Union Avenue to W. Oxford Avenue for improvements and a major transformation. This process prompted the re-establishment of the South Platte Working Group. The partners of the South Platte Working Group including the Cities of Englewood, Sheridan, Littleton, South Suburban Parks and Recreation District, UDFCD, Colorado Water Conservation Board and Arapahoe County Open Spaces fully engaged in the effort.

As discussions unfolded on related projects along the South Platte River, RiverRun Trailhead was identified and designated as a major destination, access point and anchor of this project. By 2013, the vision started to take shape and the City of Englewood contracted with UDFCD to create the design of RiverRun Trailhead where UDFCD provided major funding for site planning, design and implementation support. With this funding and collaboration, the team worked with McLaughlin Whitewater Design Group and DHM Design to complete final design by May 2015. The design work was vetted by

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the partners through the South Platte Working Group. More than \$250,000 was contributed by UDFCD to fund the planning and design work on RiverRun Trailhead.

RiverRun Trailhead was then made a priority and deemed a catalytic and essential lead project by the partners. In pursuit of this project, the City of Englewood applied for and received a \$300,000 Standard Grant from ACOS this past winter (2015) for RiverRun Trailhead Phase I that includes major grading, earthwork and other infrastructure to prepare the site. The second major step was for Englewood to designate an additional \$300,000 in matching funds and apply for RiverRun Trailhead Phase II (this application) in the amount of \$500,000 to build the major access point, structures and amenities.

Finally, as part of the collaborative implementation process, UDFCD and the other partners agreed to initiate construction of the in-channel whitewater chutes and riverbank greening/access work in the fall of this year (2015). This supports and complements the RiverRun Trailhead Phases I and II work that will closely follow this winter and over the course of the coming year.

7. Is this project "shovel ready"? Project timeline must begin within 45 days of the award notification. 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). If permits are need now or in future phases explain the process. 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 must be secured and included in the application and attached in Part G. Include detailed costs in Part E. (5 points)

If funding is awarded on the ACOS Large Scale Grant Cycle, construction is ready to begin immediately upon notification of the award and execution of the grant agreement. Construction drawings and bid documents are complete and a contractor (Naranjo) has been selected through the Urban Drainage and Flood Control District's Project Partners Program. It is anticipated that the contractor will be working on site this fall, specifically on related whitewater and riverbank improvements that connect to and will be accessed from the Riverrun Trailhead. Naranjo will also be initiating the Phase I grading and infrastructure work (funded under the previous ACOS Standard Grant) in the fall. Once notice is given, Naranjo is ready to construct the upland improvements itemized in this grant.

McLaughlin Whitewater Design Group and DHM Design completed the Final Design in May 2015. The design team and the City of Englewood have engaged the City of Sheridan in review of design drawings. The project timeline presented in Part D has been prepared with input from Naranjo and the other partners. The Trailhead will be built as part of the overall river corridor project.

Permits will be required to build the trailhead. The City of Englewood and design team have been conducting review meetings with the City of Sheridan and the City of Sheridan, as a partner, is prepared to move expeditiously for approvals. The following permits 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

No zoning changes are required. All work will be completed before the spring of 2017 within the two-year time limits per the attached project timeline.

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. Is this project a working group project? If so, was it prioritized? Is this project a part of a larger project or phased project? If yes, explain the whole project, other funding sources and partners involved. (5 points)

RiverRun Trailhead Phase II is one of the key elements in an extensive multi-year planning and design process for the reach of the South Platte River from Union Avenue to the Mary Carter Greenway pedestrian bridge at W. Oxford Avenue. In addition, this specific project represents the culmination of a three-decade-plus concerted action by the communities of the South Metro Area to create a greenway along the South Platte River as a unifying feature and major amenity. It strives toward completion of a major transformation process on a long neglected reach of the river -a vision that has always enjoyed strong support. It has been supported in a number of public forums as a multi-jurisdictional endeavor with many stakeholders joining together. It is addressed and highlighted in several plan documents:

- The City of Englewood South Platte River Open Space Plan 2003—This plan represents an official year-long effort by Englewood to shape the future of the river. The plan addressed the South Platte River from Belleview to Hampden with

our project site literally at the center. It proposes “significant parks, trailheads, and trails...and....identifies areas for redevelopment.” Goal 1 States: “Provide improved access and encourage a variety of recreational activities along the South Platte {including} new access points, making access to the water easier and safer and more visible.... and making the River a “centerpiece for Englewood, Sheridan and the region” (p9). Further it recommends to “improve access to the river itself with new paths and water access points” (p 35)...{that include}...stairs, ramps, and platforms as a means of accessing the water's edge (p 39).

- The City of Sheridan’s Comprehensive Plan - City of Sheridan specifically calls for enhancing the priority of recreational benefits of the South Platte River as a gathering spot for the community as a goal of the Comprehensive Plan since 2004. The Comprehensive Plan states goals for improving the South Platte River as a recreational amenity.
- The Arapahoe County Open Spaces Master Plan 2010—Based on an opinion survey, public input, and the finding of the planning team, page 5.2 of the plan states “Preserve and enhance riparian corridors such as the South Platte River, Cherry Creek and other streams...as attractive functioning, healthy ...corridors...including...paddleyway trails and water recreation access/support facilities”.
- In 2014, the South Platte Working Group completed and published The South Platte River Corridor Vision 2014. This plan **specifically** cites this project on page 42 with “Develop “park and play” whitewater activity {at Oxford Avenue}... with a very accessible river-oriented recreation area...with whitewater improvements for boaters and kayakers ...edge that would allow children and fishermen to access the water in a safe environment.....and...develop a grassy area between golf parking and river to compliment the river oriented activity”.

This project is the highest priority South Platte Working Group effort. This project is part of a larger vision both for the site and the reach of the South Platte River from W. Union Avenue to W. Oxford Avenue that envisions transforming the river with improved access, whitewater recreation, trails, landscaping and other features.

Additionally, the improvements requested herein represent the east bank park elements that are part of a large 8-plus acre river recreational venue that includes: whitewater chutes, bank re-grading and re-landscaping, overlooks, seatwalls, a wading beach, a themed playground, expanded parking and other enhancements. All of this work is scheduled to occur beginning this fall with completion over the coming 18-24 months.

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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)

There is a significant history of garnering public input, disseminating information and building partnerships. Several illustrative elements in this chain of engagement include:

- 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 W. Oxford Avenue provided recreational and economic benefits for the entire region and this area was identified as the trailhead.
- Urban Drainage and 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.

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- A website (www.southplatterriverrun.com) has been launched to continue providing the public information, updates and gain feedback from the community.
- Updates and tours have been provided for City of Englewood Council members.
- The Parks and Recreation Commission receives reviews and updates.
- Concept designs have been posted at Broken Tee Golf Course, Englewood Recreation Center, Malley Senior Recreation Center and at Bike to Work Day 2015.

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 in full compliance with the 2010 ADA Standards for Accessible Design. The following criteria have been 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 amenities and play equipment;
- Provide a range of accessible furnishings and play elements (half of all elevated play components on any play structures will be accessible by route and/or transfer point);
- Provide an accessible surface beneath all accessible equipment.

The development of RiverRun Trailhead will provide the following park accessibility elements: ADA access to existing and proposed regional trails through the plaza and other additional points, ADA paved access to the riverbank, ADA accessible pavilion with 200-250 person capacity and ADA picnic tables, increased parking capacity including 4 ADA accessible stalls (1.75/acre), ADA accessible restroom and an ADA accessible pathway from the parking lot to the pavilion, restrooms, trails and other park amenities.

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? Is this project prioritized by an agency, group, plan or committee? If yes, explain. (5 points)

The success of this project and the associated improvements by others is highly dependent on the timely securing of funds for RiverRun Phase II improvements. Phase II is a keystone component in a larger effort. The other contributors including the City of Sheridan and Urban Drainage and Flood Control view these improvements as the major

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upland feature and access point for the public to the larger set of improvements at W. Oxford Avenue. This is a unique and timely opportunity to all of the major elements built this coming year.

The partners are prepared to fund and proceed with the adjacent in-river whitewater and riverbank improvements but they are doing this with the understanding that there will be attractive, associated upland elements including the pavilion, plaza and restroom. They are counting on support for this from the key partners (particularly ACOS as a lead partner) and timely construction of the planned improvements. In effect, RiverRun Phase II is leveraging a much larger set of improvements in the river and on the adjacent banks funding this component now motivates the other substantial contributions.

Indeed, RiverRun Trailhead with funding from this grant sets the pace of this project and builds credibility for the entire RiverRun Project. In the absence of grant funding, the Trailhead and trail project will lack needed funding and lose priority status among the funding partners, matching funds may be diverted to other projects and this project and the associated adjoining projects may not be realized.

RiverRun Trailhead is a regional project and a multi-agency effort guided by the members of the South Platte Working Group including: 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 Spaces. Each of these members has committed funding resources to this project with the understanding that funding from all sources is contingent upon ACOS grant funding.

In addition, funds are being pursued from GOCO. RiverRun Trailhead is a keystone and catalytic process in the larger South Platte River improvements effort that extends from Union Avenue to W. Oxford Avenue. This effort not only creates a major, new river-oriented “Central Park” for the South Metro Area, it is also a focal point for future economic development that will change the character of an under-utilized river corridor in the spirit of Denver’s Confluence Park.

This plan has been identified by all of the partners of the South Platte Working Group as a top priority project. The City of Englewood and the City of Sheridan’s community plans rank this as an important priority. It is also similarly rated as high priority in The South Platte River Corridor Vision plan—an overall plan for the revitalization of the South Platte River corridor. That plan was published by the South Platte Working Group in 2014.

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 Spaces sales and use tax?

Address the public outreach plan, signage plan, celebration, dedication, etc. Please write a brief press release statement. Explain how the County will be recognized and informed that materials, articles and ceremonies have/are taking place. This information is required to include County acknowledgement and should be relayed to the County Grants Program Administrator for review and filing. (2 points)

As the lead partner in this project, Arapahoe County Open Spaces—and the value of the sales and use tax—will be recognized on multiple fronts. These include but are not limited to:

- As this project and the associated river improvements go under construction and are completed, there will continue to be public outreach activities to make the community aware of the project. Each will recognize the Arapahoe County Open Spaces Program as a leading backer of this project for both its financial contribution and for its envisioning through the Working Group Program. Englewood and its partners plan specific events to meet this objective including: ground breakings, ribbon cuttings of key phases, continuing community forums, displays at events and major recreational venues, updates on websites and through other outlets. News releases for major events will recognize Arapahoe County Open Spaces as a lead partner and the value of the sales and use tax as an investment.
- This fall, temporary signage announcing the construction project, the timeline and Arapahoe County Open Spaces a lead benefactor, along with the other contributors, will be installed along W. Oxford Avenue and prominently in the existing parking area at Broken Tee Golf Course Clubhouse.
- Permanent signage similarly identifying ACOS support and funding will be installed at the main entrances to the Trailhead once the project has been completed. These will be per the approved Arapahoe County Open Spaces acknowledgement process.
- Information will also be added to the City of Englewood’s website identifying the project and funding sources during and following construction.
- We will reach out to the news media on all fronts (see draft news release text below). In addition to the metro area newspaper, TV and radio outlets, 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.
- The Arapahoe County Open Spaces program has, and will continue to be recognized in all promotional literature such as the project brochure.

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- 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. Again, the Arapahoe County Open Spaces grant program and the benefits of the sale and use tax will be emphasized. Representatives of the County and Arapahoe County Open Spaces will be invited to make keynote remarks.

Following is draft verbiage of a news release. With County approval this can be disseminated upon receipt of the grant and upon completion of construction:

Draft News Release

**Partners Dedicate “Keystone Project”
Creating New River-Oriented “Central Park” for the South Metro Area**

Contact: xxxxx xxxxx 303-xxx-xxxx

Officials will cut the ribbon today on RiverRun Trailhead, an exciting new river-oriented recreational venue on the South Platte in Englewood. RiverRun Trailhead has been hailed by Englewood Mayor as the “keystone project” in the major transformation of the long-neglected river corridor in the South Metro Area.

The new park and trailhead and associated in-river improvements has transformed 8 acres on the banks of the South Platte at W. Oxford Avenue into a unique water-oriented green space with access to a cleaned up river for paddling, tubing and wading; a new picnic pavilion that can accommodate large group events; outdoor plazas; scenic overlooks, landscaping, play areas and other amenities.

RiverRun Trailhead is also the first major step in transforming a 1-mile reach of the river from W. Union Avenue to W. Oxford Avenue with a dual trail system, white water chutes, riverbank habitat enhancement, landscape beautification, interpretive displays and other amenities. The centrally located RiverRun Trailhead site will be the new gateway and trail hub accessing many miles of bike paths and walking routes along the Mary Carter Greenway and Bear Creek along the nearby Denver Platte River Greenway.

The Mayor cited the project as an outstanding example of an effective partnership—led by the South Platte Working Group—an entity convened several years ago by the Arapahoe County Open Spaces to effectively engage Open Space Funds. The Working Group partners, who together facilitated this effort, includes: Arapahoe County Open Spaces Program, Urban Drainage and Flood Control District, the Cities of Englewood, Sheridan and Littleton; South Suburban Parks and Recreation and the Colorado Water Conservation Board. He thanked Arapahoe County and Urban Drainage and Flood Control District for catalyzing this vision and leading the implementation along with Sheridan and Englewood. He praised the Open Spaces Program calling the Open Space

Sales and Use Tax, “an investment in tomorrow”. Surveys and a recent reauthorization shows broad support in the County.

{End Draft News Release}

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? Does the applicant understand that all overruns are the responsibility of the applicant/grantee? 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 Table of Contents and 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)

Fully 100% of the cash match is secured with \$225,000 from the City of Englewood and \$75,000 from the City of Sheridan. The cash match is in place and budgeted using Conservation Trust Funds and Arapahoe County Shareback Funds. The City of Englewood Council and Mayor are in support of funding the RiverRun Trailhead Phase II project and funds have been budgeted for construction of the RiverRun Trailhead in the City's Five-Year Capital Master Plan. The City of Sheridan has likewise budgeted and committed its \$75,000 contribution.

This project also enjoys the support of the members of the South Platte Working Group—the City of Englewood, the City of Sheridan, the City of Littleton, South Suburban Parks and Recreation District, Urban Drainage and Flood Control District and the Colorado Water and Conservation Board that have assisted with funding design and other technical services (though these are not part of the budget for the specific RiverRun Trailhead Phase II elements).

Because the matching funds are fully raised, in hand and committed, the City of Englewood does not believe a backup plan is necessary. However, in a very unlikely event of funds being needed, the City of Englewood would work with its partners to assure the improvements would be built and that the \$500,000 ACOS grant is fully matched.

The City of Englewood also understands that any additional costs, overruns or changes are fully the responsibility of the City of Englewood.

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, working groups, 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)

There is broad and overwhelming support for the RiverRun Trailhead both locally and throughout the region. This is led the South Platte Working Group members and the communities they represent. It is also reflected in plans, surveys and public meetings and events. Some leading examples of these include:

- Improved access to the river (Sheridan Night Out interactive booth, November 2015 Public Meeting).
- Events such as the June 2015 Kids on the River Event where school children were introduced to the concept of RiverRun and their input incorporated. 150 kids from the City of Englewood and the City of Sheridan attended the event.
- South Suburban District Survey by Public Opinion Strategies 2014—Telephone survey of 400 eligible voters across demographic lines in South Suburban District leading to successful mill levy vote: The survey (page 20) states that “Water tops list as a most important funding item on residents’ minds. 64% supported more funding for “Protecting and enhancing the High Line Canal Trail and the South Platte River Trail as well as other local trails”.
- The Gold Medal Citizens Report (South Suburban Parks and Recreation) 2014—Citizen planning committee report prepared with input from a 2013 survey by Public Opinion Strategies. The report (page 23) cites the importance of the river and improved access to it and “that the District should work cooperatively with a regional strategy to make these things happen.”
- The ETI Leisure Vision Survey and multiple public meetings and forums (Arapahoe County Open Space Master Plan 2010) cited broad support passive outdoor recreation spaces and river and stream access (investments kindred to RiverRun) as a priority. ETI is a professional survey firm that conducted a detailed scientific survey using questionnaires demographic sampling groups as part of the County Open Space Master Plan process in 2010.
- Improving recreational access there to (Trout Unlimited).
- Improvement to the character of the river corridor and access to its park and open space amenities (Multiple plans, public meetings and surveys).
- Creation of rest nooks/overlooks where people can relax and even sit and work on their laptops/smartphones (Sheridan Night Out interactive booth).

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.

APPLICANT: City of Englewood
PROJECT TITLE: RiverRun Trailhead Phase II

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: 7/28/15

Print Name and Title: Samuel Black, Director of Parks & Recreation



APPLICANT: City of Englewood

PROJECT TITLE: RiverRun Trailhead Phase II

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 on the Table of Contents.

- ✓ Part A – Application Summary Form
- ✓ Part B – Minimum Qualifications and Eligibility Form
- ✓ Part C – Application Checklist
- ✓ Part D – Project Timeline (must be detailed)
- ✓ Part E – Project Budget Narrative and Forms (all forms must be completely filled out)
- ✓ 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 and label each attachment page at the top with a header and title)
 1. Evidence of support from highest authority (official letter or resolution) – including commitment to complete and maintain the project; statement that matching funds are secured; acknowledgment of responsibility of cost overruns; and certification that the project will be open to the public or serve a public purpose upon completion *See attached sample resolution* .
 2. Evidence of commitment to long-term maintenance, including the maintenance budget and agency capacity to maintain (letter from management/maintenance agency)
 3. Evidence of property ownership/legal access (legal documentation)
 4. Evidence of community support (letters of support – maximum of 5)
 5. Documentation of opposition and responses (state if applicable)
 6. Evidence of commitment from project partners (cash match/in-kind match support letters/partner support letters – no maximum)
 7. Photos (pre-submittal)
 8. Maps, Site Information and Site Visit Form (project location maps to include: site map, vicinity map, plan and project site visit form with driving directions)
 9. GIS shapefile, if applicable (include on compact disc or thumb drive)
 10. Other (clearly title: acquisition documentation: appraisal, preliminary title work, contract option (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.

****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.****

APPLICANT: City of Englewood
PROJECT TITLE: RiverRun Trailhead Phase II

G-1: Evidence of Support

1. Evidence of support from highest authority (official letter or resolution) – including commitment to complete and maintain the project; statement that matching funds are secured; acknowledgment of responsibility of cost overruns; and certification that the project will be open to the public or serve a public purpose upon completion.

RESOLUTION WILL BE ADDED HERE FROM City of Englewood





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

July 1, 2015

Re: Long-Term Park Maintenance

Dear Open Space Advisory Board,

The City of Englewood Parks and Recreation Department is committed to the long-term management and maintenance of all Englewood parks and park infrastructures 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, restroom and picnic pavilion cleaning, trail and sidewalk maintenance, periodic playground equipment inspection and repairs, turf mowing and maintenance, tree, shrub and landscaping upkeep and lighting and plumbing repair and 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. RiverRun Trailhead is currently included in all long-term maintenance programs and activities and will continue to be a part of these core services in the future.

Sincerely,

Jerrell Black
Parks and Recreation Director

APPLICANT: City of Englewood
 PROJECT TITLE: RiverRun Trailhead Phase II

G-3: Evidence of Property Ownership

Arapahoe County - Parcel Search

Page 1 of 1

PIN: 034835504
A/N: 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 4-5-68 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 78.65 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 4-5-68

	Total	Building	Land
2014 Appraised Value	680,727	411,677	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.

[New Search](#)



CITY OF ENGLEWOOD
PARKS AND RECREATION COMMISSION

June 29, 2015

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

Advisory Board Members:

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

The RiverRun Trailhead project will substantiate the City of Englewood's dedication to its parks and the environment. This project will not only become a recreational destination for the entire region, but will also improve and restore the river and its habitats. The Trailhead will enhance the image of the City of Englewood within our own community; serving over 100,000 local residents and many more regionally of diverse incomes and ages in need of outdoor spaces. This recreational area will be a draw for bicyclists, kayakers, fishers and any outdoor enthusiasts of the general public and those requiring ADA access.

The City of Englewood's Parks and Recreation Commission enthusiastically supports the RiverRun Trailhead and hopes the Arapahoe County Open Space will do the same and support the funding request for the project.

Sincerely,

Douglas Garrett
Chair
Englewood Parks and Recreation Commission

SOUTH PLATTE WORKING GROUP

July 24, 2015

Arapahoe County Open Space and Trails Advisory Board
c/o Arapahoe County Open Spaces Program
6934 S Lima St. Unit A
Centennial, CO 80112

Dear Members of the Open Space and Trails Advisory Board:

As members of the South Platte Working Group, we are writing in support of the City of Englewood's grant application to the Arapahoe County Open Spaces Program for the RiverRun Trailhead project.

This partnership project between Englewood and Sheridan is an integrated component of the overall river corridor project and is a very high priority of the South Platte Working Group. The RiverRun Trailhead is part of a larger vision, both for the site and the reach of the South Platte River from W. Union Avenue to W. Oxford Avenue, which envisions the river with improved access, whitewater recreation, trails, landscaping and other features. The RiverRun Trailhead will become a focal point in a larger, 2 mile-long, 250+ acre, river-oriented "Central Park" serving the South Metro area with green spaces, improved habitat and natural areas, water play, walking routes, and bike paths.

The RiverRun project and trailhead was identified as an important opportunity in the working group's 2013 visioning charrette that engaged major stakeholders and landowners. Additionally, the RiverRun Trailhead meets the working group's goals found in our 2012 Statement of Purpose. They include:

- To enhance the South Platte corridor as a recreational resource for the entire region;
- To restore and revitalize the river and its habitat while maintaining its role as a flood conveyance;
- To encourage and improve opportunities for education and understanding of the South Platte River's health and its tributaries;
- To connect the communities to the river – through more consistent land use, economic development and coordinated policies.

The RiverRun Trailhead project is an outstanding example of leveraging resources and interagency cooperation to provide the greatest benefits to our communities and the entire metro area. The success of this important effort depends on the timely securing of funds from the key partners. A grant from Arapahoe County is a crucial part of ensuring that this ambitious, multifaceted project can move forward.

Sincerely,

The Members of the South Platte Working Group
(Please see next page for members.)

SOUTH PLATTE WORKING GROUP

Arapahoe County

Nancy Doty, Commissioner
Shannon Carter, Intergovernmental Relations
and Open Spaces Director

City of Englewood

Randy Penn, Mayor
Eric Keck, City Manager

City of Sheridan

Sally Daigle, City Council
Devin Granbery, City Manager

Colorado Water Conservation Board

Joe Busto, South Platte River Coordinator

South Metro Land Conservancy

Bobbie Sheffield, Board Member

Arapahoe County Open Space & Trails Advisory Board

Bev Bradshaw, At Large Board Member

Town of Columbine Valley

Gale Christy, Mayor

City of Littleton

Debbie Brinkman, City Council
Michael Penny, City Manager

South Suburban Parks & Recreation District

Sue Rosser, Board Member
Deanna Heyn, Acting Executive Director

Urban Drainage & Flood Control District

Paul Hindman, Executive Director

South Suburban Park Foundation

David Bolt, Board Member



WASTE MANAGEMENT OF COLORADO

5500 South Quebec Street
Suite 250
Greenwood Village, CO 80111
(303) 486-6000
(303) 797-3031 Fax

June 27, 2015

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

Dear Board Members,

I am writing this letter on behalf of Waste Management in support of the City of Englewood's 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 project will provide the citizens of the south Denver metro area access to the South Platte River by enhancing trail access and adding trail users. RiverRun Trailhead will also preserve the surrounding lands and enhance the wildlife habitat. Waste Management encourages 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.

Regards,

Scott Hutchings
Manager Public Affairs
Four Corners Area (CO, AZ, UT, NM)

From everyday collection to environmental protection, Think Green® Think Waste Management.

9 July 2015

Arapahoe County Open Space
6934 South Lima Street, Unit A
Centennial, CO 80112

Dear Arapahoe County Open Space Board,

As students at Sheridan High School, we spend a lot of time in our community. We were excited to learn about River Run Park because we need more fun places to hang out. We think River Run Park will be a great place to spend time with our friends and families.

This summer, we've learned a lot about urban waters and how to protect them because we are employees of Groundwork Denver, a non-profit that works along Bear Creek and the South Platte River.

We have done water quality work and have also picked up trash and weeds along the banks. It is sad to see how much trash is in the water and on the land. A grant from Arapahoe County Open Space grant can be used to build restrooms and picnic areas with trash cans. We think this will help with the trash problem.

Since most of us don't drive, we're concerned about having safe and easy ways to get to the Park. We visited the future site of the Park and think there are ways to make the Park entrance safer and cleaner with money from this grant.

We're looking forward to spending time at River Run Park!

Sincerely,

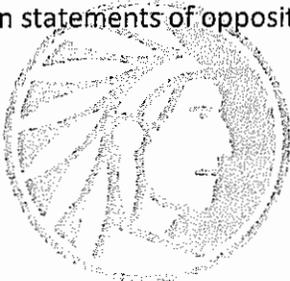
Sheridan High School Students

APPLICANT: City of Englewood

PROJECT TITLE: RiverRun Trailhead Phase II

G-5: Documentation of Opposition and Responses

There are no known statements of opposition to this project.





June 30, 2015

Arapahoe County Open Space
6934 S. Lima Street Unit A
Centennial, CO 80112

Re: Englewood ACOS Large Grant Application Fall 2015-Support letter and cash match

Dear ACOS Board Members,

I am writing this letter in support for the Englewood Department of Park and Recreation's application for funds for the River Run Trailhead along the South Platte River.

Sheridan is not a well off community. We do not have a public swimming pool. Many of our citizens do not own cars. We have simple parks with recreational amenities geared towards very young children. In a recent encounter with a teen in our community, interest was expressed in having an area to hang out at by the river. The South Platte River does not currently offer safe access for recreation purposes. The goal of the River Run project is to offer a gathering spot for aquatic recreation, similar to that found at Confluence Park in Denver, but with even more amenities in the river and along its banks.

River Run Park will be an incredible recreational focal point along the South Platte River for people of all ages to easily walk to and enjoy. This is why the City of Sheridan is partnering with the City of Englewood, to make this park a reality. The City of Sheridan is also providing a cash match of \$75,000 towards this grant. We hope that you will partner with us as well.

Funding from an Arapahoe County Open Space Grant will provide much needed financial assistance for the provision of restroom facilities, picnic tables, and basic utilities and landscaping for the park. Without this funding, many of these amenities will have to be scaled back or eliminated from the project.

Thank you for your consideration of this grant application for the River Run Trailhead in Englewood.

Sincerely,

C. Devin Granbery
Sheridan City Manager

G-7: Photos



RiverRun Trailhead view north- Mary Carter Greenway Trail Bridge

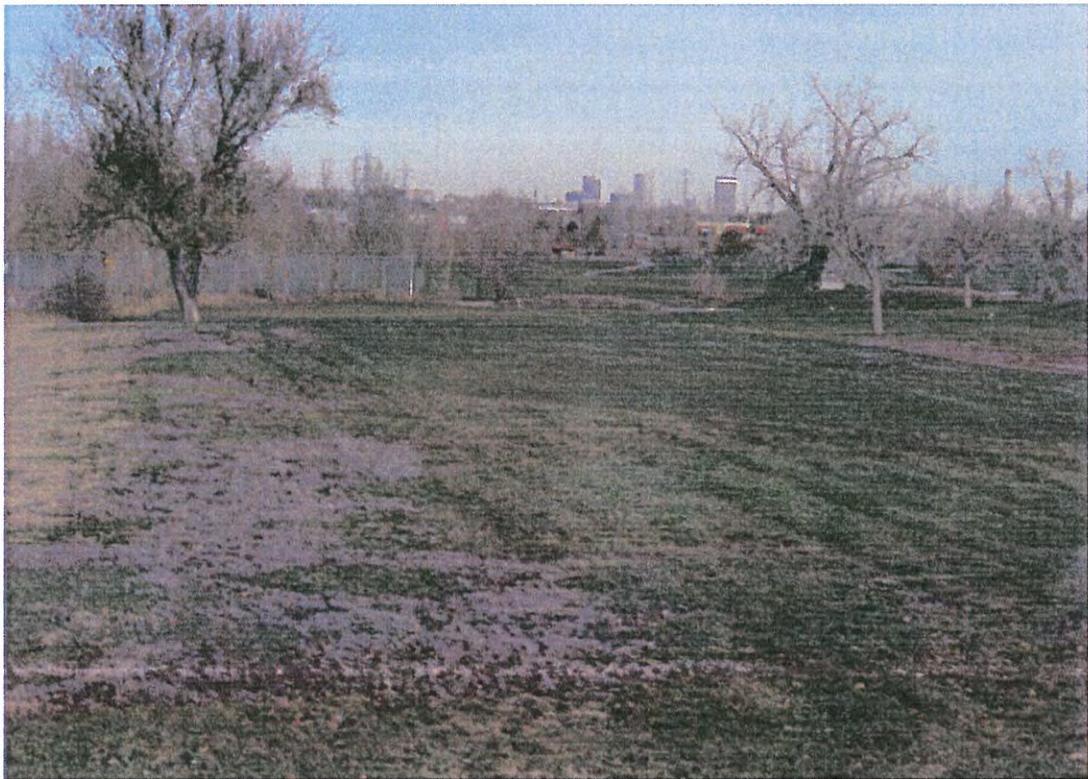


View south- East Bank of River

G-7: Photos



View south- East Bank of River



RiverRun Trailhead view north-future site of Trailhead

G-7: Photos

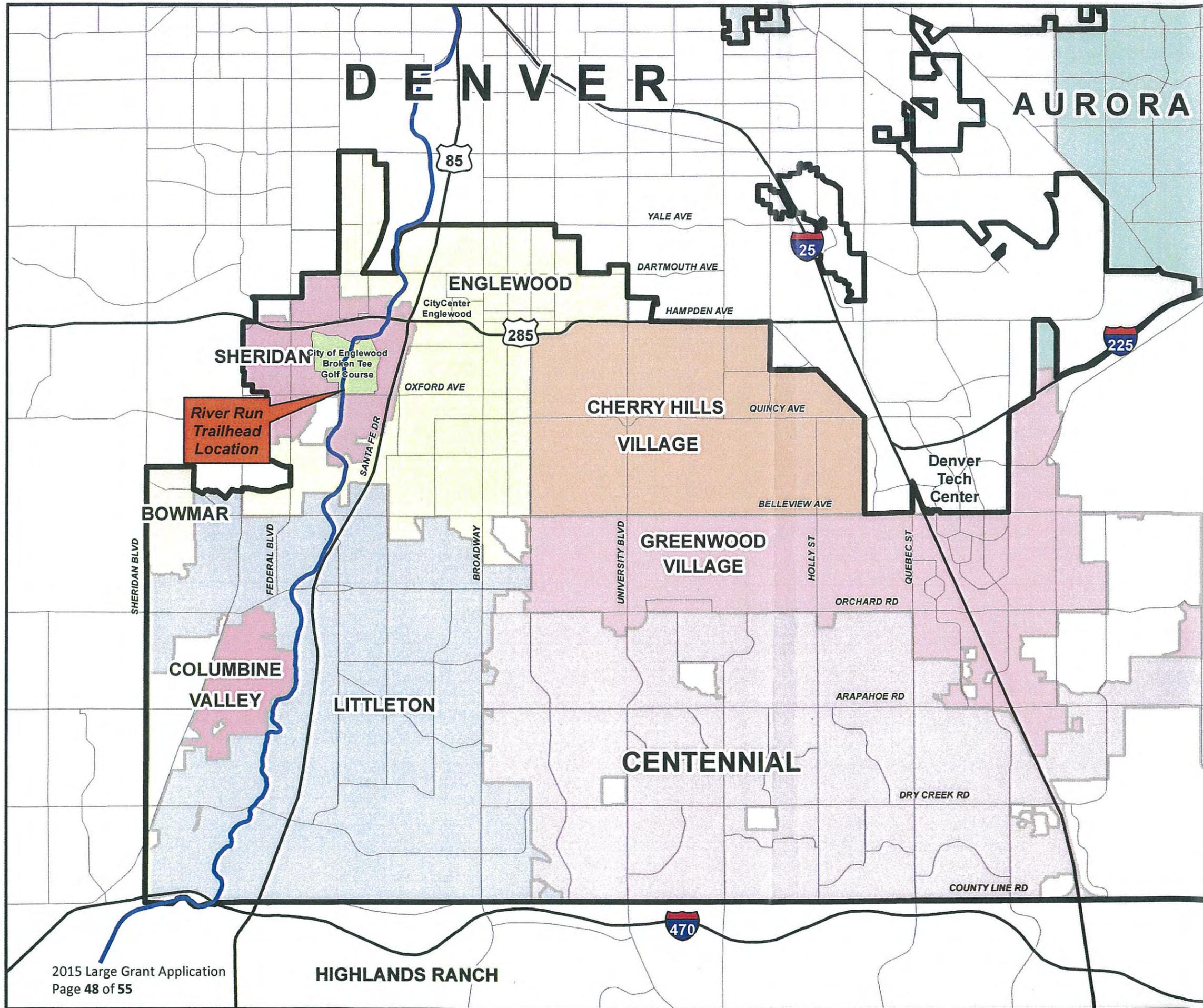


Kids Review Plans and "Vote" for Improvements on the site/June 24, 2015

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

*River Run Trailhead
Phase II*

Vicinity Map



LEGEND

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

July 2015



H:\work\gis\locspace\plots\acos15_river_run_vic_phase2.pdf

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

River Run Trailhead
Phase II

Site Plan Map

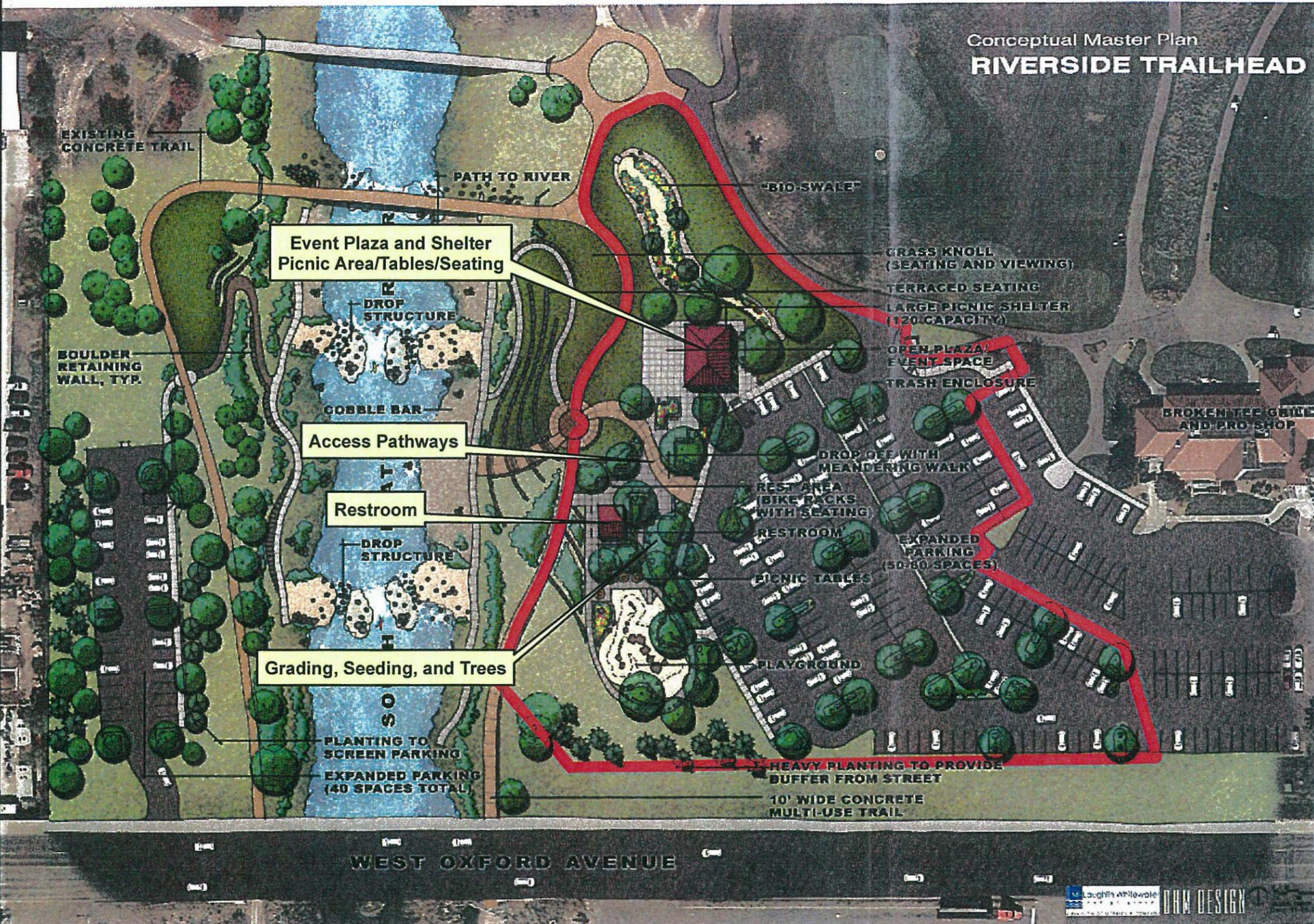
(Phase II Improvements Listed
in Balloon Callouts)

July 2015



Not to Scale

Conceptual Master Plan
RIVERSIDE TRAILHEAD



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

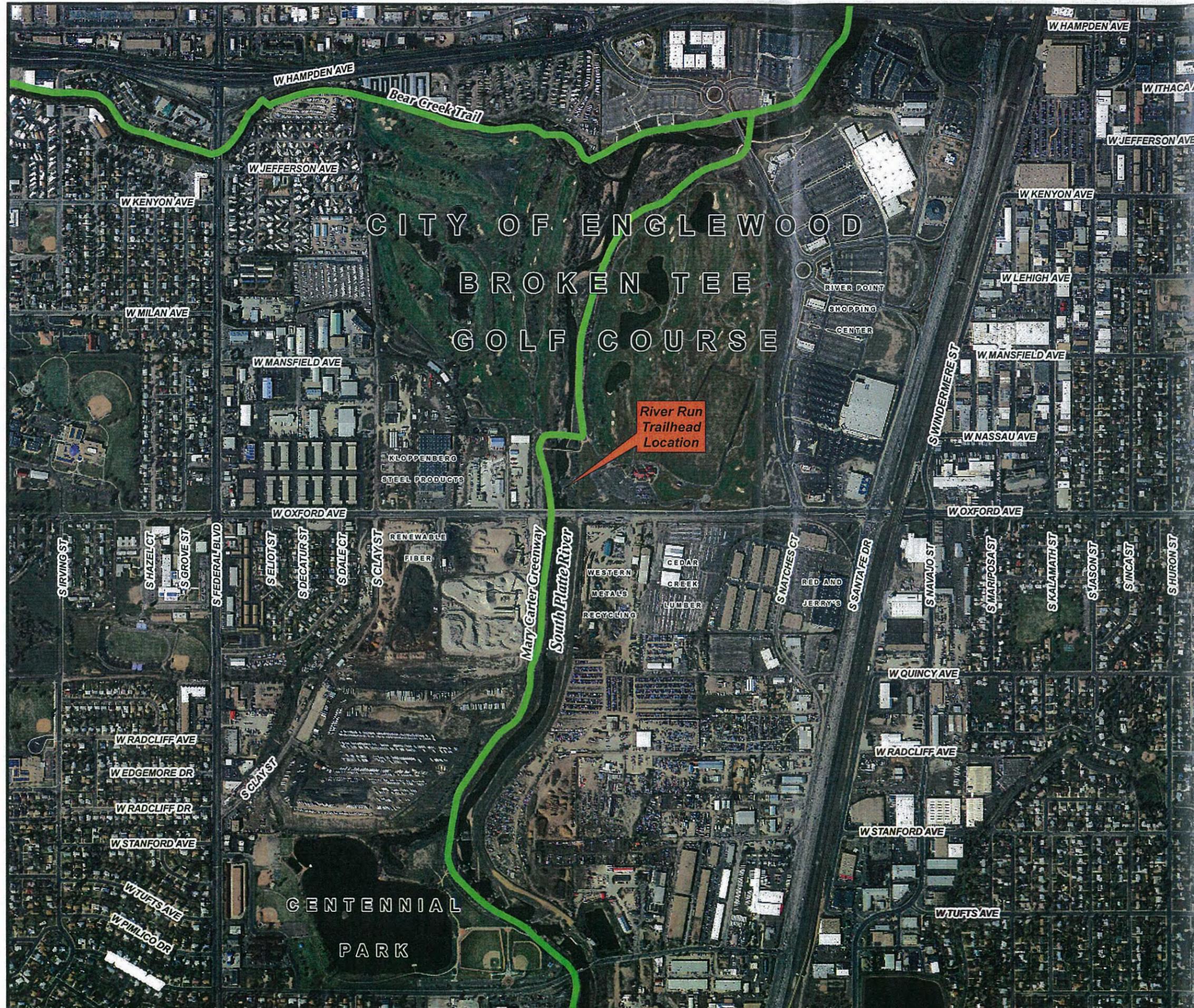
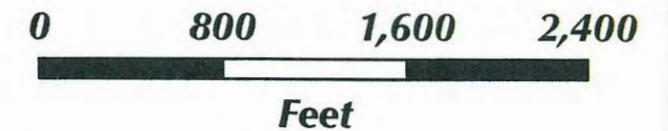
River Run Trailhead
Phase II

Street Map

LEGEND

 Pedestrian/Bicycle Trails

July 2015



APPLICANT: City of Englewood
PROJECT TITLE: RiverRun Trailhead Phase II

G-8: Site Visit Form

City of Englewood	Fall 2015 Large Grant/Construction Project
Name of Applicant	Grant Category and Type
RiverRun Trailhead Phase II	
Title of Grant	
Joe Sack, Recreation Services Manager	303-944-9064
Primary Contact Name	Contact Email and Cell Phone

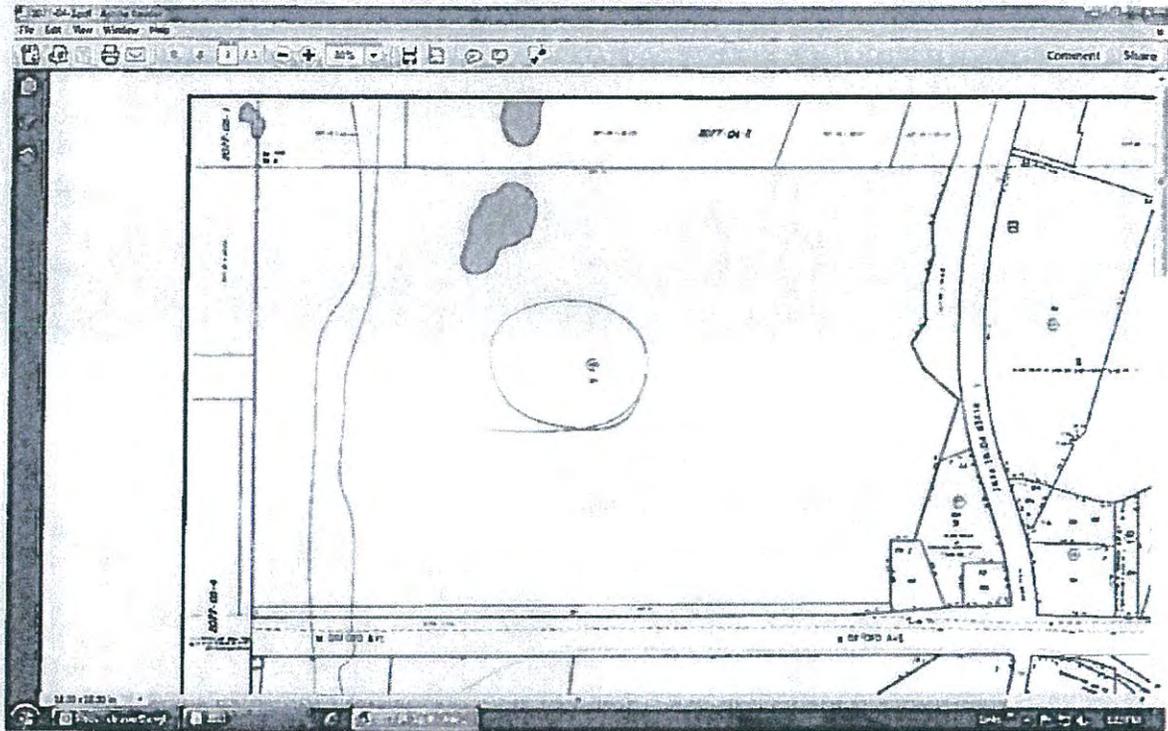
Required for Site Visits:

1. Please provide the project address or the closest major intersection.
2. Please provide Point-To-Point Driving Directions from ACOS offices to project location. If you are providing an intersection, please provide Turn-By-Turn directions from ACOS to the intersection and then from the intersection to the project site (recommended site visit location).
3. Please attach driving directions to this form (behind). Yahoo driving directions are preferred.
4. Propose a meeting location at the project site.
5. Other important information. (Example: parking, clean restrooms on site or nearby, necessary walking from parking to site, any clarification needed from the attached maps)

Type requested site visit information here. Add driving direction behind this form as an attachment.

1. **Project Address:** 2101 West Oxford Avenue Englewood, CO 80110 (Oxford near S Santa Fe)
2. **Point by Point Driving Directions:** From 6924 Lima head toward Briarwood Ave. 0.3 mi; turn left onto E. Arapahoe Rd.; go 1.4 mi.; take ramp onto I-25 N go 4.2 mi; exit 201 to US 285 S go .2 mi.; turn left onto E. Hampton Ave. go 2.8 mi.; Continue on E. Jefferson Ave (US 285) go 1.9 mi.; take ramp onto S. Santa Fe Dr. (US 85) go 1 mi.; take right onto W. Oxford Avenue go .3 mi. Arrive at Broken Tee Golf Course and Grill on right hand side of road. Enter and park in lot. Project site is immediately to the west on bank of South Platte River.
3. **Diving Map Attached**
4. **Meeting Location:** Meet at west end of the clubhouse parking lot proximate to the east abutment of the Mary Carter Trail Pedestrian Bridge.
5. **Other Information:** There are restrooms, water and snack bar in the Broken Tee Clubhouse that is just northeast (walking distance) of the project site.

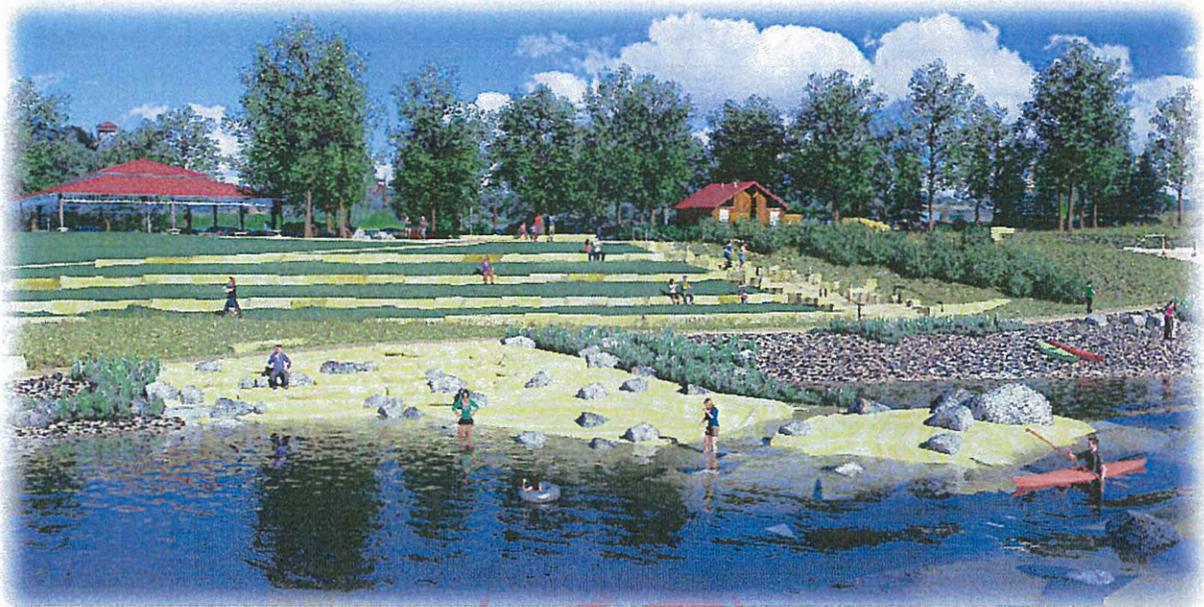
G-9 GIS Shapefile



2077-04-03-00-071

RiverRun in Sheridan

G-10: Other (Landscape Architect's Renderings)



Views of RiverRun Trailhead Amenities

10. Other: Landscape Architect's Renderings



SOUTH PLATTE RIVER RUN PARK
View of plaza at river run trailhead

View of Plaza Area at RiverRun Trailhead



View of River From RiverRun Trailhead

COUNCIL COMMUNICATION

Date August 3, 2015	Agenda Item 11 c ii	Subject: Contract for Recreation Center Roof and Skylight Installation
INITIATED BY: Public Works	STAFF SOURCE: Michael Hogan Facilities and Operations Manager	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council was briefed on this project during the July 13, 2015 Study Session.

RECOMMENDED ACTION

Staff recommends that City Council approve by motion a contract with Garland/DBS for Recreation Center Roofing and Skylight Replacement Project in an amount not to Exceed \$467,047. (U.S. Communities MICPA #14-5903 Proposal # 25-CO-150254)

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Background: The current tile roofing system is a single baton system. The underlayment and fasteners are beyond their useful life and are prone to leak. The roof needs to be completely replaced.

Roofing: Alternatives analyzed included metal roofing, and concrete tile.

Skylights: Alternatives analyzed included glass, fiberglass, solar tubes and clear story applications.

Recreation Center Roofing and Skylight Replacement

Facilities has completed all planning and engineering, and the project is ready for implementation.

Scope Summary:

1. Tear off existing cement tile roofing system to the wood deck and dispose.
2. Replace Skylights over the pool and gym areas.
3. Mechanically attach 1.5" cross-vented OSB panels into existing 3/4 plywood decking
Fastening pattern will be determined by insulation manufacturer.
4. Replace and raise metal fascia and color match.
5. Place one ply of HPR Aqua Shield underlayment and have ends lapped a minimum of 4 inches over itself.
6. Coat gutter laps with White Knight Plus.
7. Install 50 year shingles in accordance with manufacturer instructions.
8. Install shingle as per Englewood local building codes. Staples are not acceptable.

FINANCIAL IMPACT

The replacement of the Recreation Center sloped roofing and skylights was approved in the 2015 capital budget.

Garland/DBS, Inc. administered a competitive bid process under the guidance of the U.S. Communities agreements for the project with the hopes of providing a lower market adjusted price. Garland/DBS has provided the City of Englewood with a not to exceed price of \$467,047.

Costs associated with the project are as follows:

Original Project Funds 1005-0005-02	\$475,000
Garland/DBS	<u>\$467,047</u>
Total Savings	\$ 7,953

LIST OF ATTACHMENTS

Contract

CONTRACT FOR CONSTRUCTION #CFC/15-38

CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this ____ day of _____, 20__, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and Garland/DBS Inc., whose address is 3800 East 91st Street Cleveland, OH 44105, ("Contractor"), commencing on the 10th day of March, 2015, and continuing for at least ten (10) days thereafter the Contractor through the U.S. Communities governmental purchasing alliance advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

PROJECT: Rec Center Roof & Skylight Replacement

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)
- Insurance
- Performance Payment Maintenance Bond
- Technical Specifications
- Drawings sheets

- 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 and agrees to fully complete said work by October 31st 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 cost thereof will not exceed Four Hundred Sixty Seven Thousand Forty Seven Dollars (\$467,047). 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, \$467,047 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 \$0.00 for each day that expires after the time specified for substantial completion until the Work is complete, and \$0.00 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. **Colorado Labor Law:** 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 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: _____
(Department Director)

By: _____ Date: _____
(City Manager)

By: _____ Date: _____
(Mayor) Randy P. Penn

ATTEST: _____
City Clerk
Loucrishia A. Ellis

CONTRACTOR

Barland/DBS, inc.
Contractor (print company name)

By: _____ Date: 7/15/2015
(Signature)
Frank A. Perraciano - Controller
(Print name and Title)

STATE OF Ohio)
COUNTY OF Cuyahoga) ss.

On this 15th day of July, 2015, before me personally appeared Frank A. Perraciano, known to me to be the controller of Barland/DBS, inc., 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: 2/24/20

NOTARY



SCHEDULE A

OUTLINE OF STATEMENT OF WORK

1. GENERAL

Michael Hogan
Facilities and Operations Manager
City of Englewood Colorado
2800 South Platte River Drive
Englewood, CO 80110
303-762-2540

Hayden Garrett
The Garland Company
3800 East 91st Street
Cleveland, OH 44105

CONTRACT FOR CONSTRUCTION
Contract Number CFC/15-38

2. Scope of Work:

Please Note: The following estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This estimate should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

1. Tear off existing cement tile roofing system to the wood deck and dispose.
2. Repair any deficiencies of substrate.
3. Coordinate with Skylight installer for proper roof curbing/flashing install
4. Install new skylights over the Gym and Pool areas replacing current skylights.
5. Mechanically attach 1.5" cross-vented OSB panels into existing 3/4 plywood decking fastening pattern will be determined by insulation manufacturer.
6. Replace and raise fascia and color match.
7. Place one ply of HPR Aqua Shield underlayment and have ends lapped a minimum of 4 inches over itself. Stagger end laps of each consecutive layer a minimum of 3 feet. In valleys, run HPR Aqua Shield minimum 6 inches over valley protection. Nail in place per manufacturer's requirements.
8. Coat gutter laps with White Knight Plus.
9. At all vent pipes, install a 2 square foot piece of HPR Aqua Shield underlayment.
10. At all vertical walls, install HPR Aqua Shield so that it extends at least 6 inches up the vertical wall and 12 inches onto the horizontal roof.
11. Install 50 year shingles in accordance with manufacturer's instructions with hail resistance.
12. Install shingle as per Englewood local building codes. Staples are not acceptable.
13. Install Hip and Ridge shingles per manufacturer's instructions.

3. EQUIPMENT AND PROGRAMMING TO BE PROVIDED BY CITY (IF ANY)

N/A

5. OTHER CONTRACTOR RESOURCES

Contractor will provide on-site project manager.

6. DESCRIPTION OF WORK PRODUCT AND DELIVERABLES

Skylights will be installed the week of September 7th 2015 during the Recreation Center Closure.

7. SPECIAL TERMS, IF ANY

8. MODE OF PAYMENT

9. PAYMENT SCHEDULE

City will pay Contractor for the work in accordance with the following payment schedule. All payments to Contractor are contingent on Contractor's satisfying the Deliverables/Milestones set forth in the Payment Schedule. Payments shall be made upon City's written confirmation to Contractor that the Deliverables-Milestones have been satisfied.

Payment Applications will be made to the project manager for the City of Englewood on Garland normal billing cycles. Completion percentages will be based on current project completion. The City shall have 30 days to verify completion percentages, request adjustments, and to process payment.

No fees shall be incurred by the City of Englewood for delayed payments.

10. SCHEDULE AND PERFORMANCE MILESTONES

This schedule sets for the target dates and performance milestones for the preparation and delivery of the Deliverables by Contractor.

Performance Milestone	Responsible Party	Target Date
1. Roofing Removal	Garland/DBS	September-2015
2. Insulation Board Install	Garland/DBS	September-2015
3. New Roofing Install	Garland/DBS	September-2015
4. Metal Fascia Install	Garland/DBS	September-2015
5. Skylight Removal and Install	Garland/DBS	October-2015

11. ACCEPTANCE AND TESTING PROCEDURES

12. LOCATION OF WORK FACILITIES

Substantially all of the work will be conducted by Contractor at its regular office located in Colorado.

City will **NOT** provide the City office space but will provide support as it agrees may be appropriate, at its Englewood Recreation Center facility.

IN WITNESS WHEREOF, pursuant and in accordance with the Contract for Construction between the parties hereto dated _____, 20__, the parties have executed this Statement of Work as of this _____ day of _____, 20__.

CITY OF ENGLEWOOD, COLORADO

By: _____
(Director Signature)

(Print Name)

Title: _____

Date: _____

Contractor's Name

By: _____
(Contractor's signature)
Frank A. Peccacianta

(Print Name)

Title: *Controller*

Date: *7/15/2015*

INSURANCE

Insurance Limits:

The Contractor shall carry throughout the life of the contract the insurance listed below:

<u>Under Section B</u>	<u>Minimum Limits</u>
Public Liability	\$1,000,000
Property Damage	\$1,000,000

<u>Under Section C</u>	<u>Minimum Limits</u>
Public Liability	\$1,000,000
Property Damage	\$1,000,000

Public Liability and Property Damage Insurance:

The Contractor shall maintain during the life of this contract, Public Liability and Property Damage Insurance acceptable to the City, covering the work contracted and all operations in connection herewith, and whenever any of the work covered in the Contract is to be sublet, Contractor's Contingent or Protective Liability and Property Damage Insurance. Such insurance shall provide limits not less than those called for in these Special Provisions.

Automotive Liability and Property Damage Insurance:

Whenever the work covered by the Contract shall involve the use of automotive equipment, the Contractor shall maintain during the life of the contract, Automotive Public Liability and Property Damage Insurance. This insurance shall provide limits not less than those called for in these Special Provisions to protect the Contractor from any and all claims arising from the use of the following in the execution of the work included in the contract:

- (1) Contractor's own automobile and trucks.
- (2) Hired automobiles and trucks.
- (3) Automobiles and trucks not owned by the Contractor.

Such insurance shall cover the use of automobiles and trucks both on and off the site of the project.

Workers Compensation:

The Contractor 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 minimum statutory limits.

Liability:

The Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death to any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions, or proceedings of any kind, or nature, including Workmen's Compensation claims, of or by any whomsoever, in any way resulting from or arising out of the operation in connection herewith, including operations of subcontractors and acts or omissions of

employees or agents of the Contractor or his sub-contractors. Insurance coverage specified herein and in the Special Conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work.

All Certificates of Insurance shall be provided to the City prior to the undertaking of any work and prior to a Purchase Order being issued. The completed Certificate of Insurance shall be sent to:

Procurement Administrator:
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110

With an additional copy sent to:

Management of Risk Administrator:
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS That we Garland/DBS, Inc. hereinafter called the Principal, and Western Surety Company hereinafter called the Surety, are jointly and severally held and firmly bound unto THE CITY OF ENGLEWOOD, County of ARAPAHOE, State of COLORADO, hereinafter called the Owner, in the sum of Four Hundred Sixty-Seven Thousand Forty-Seven (\$ 467,047.00) lawful money of the United States of America, to be paid to the Owner for the payment whereof the Principal and Surety hold themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly bound by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____ entered into a Contract with the Owner for the construction of Englewood Recreation Center Roof and Skylight Project which Contract is by reference made a part hereof the same as though fully set forth herein;

NOW, THEREFORE, the conditions of this obligation are as follows:

FIRST, The Principal shall: (1) faithfully perform said Contract on Principal's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the Owner from all costs and damages which said Owner may incur in making good any default;

SECOND, To the extent permissible by law, the Principal shall protect, defend, indemnify and save harmless the Owner, the Architect-Engineer, and their officers, agents, servants and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property, including in part the loss of use, resulting therefrom, based upon or allegedly based upon any act, omission or occurrence of the Principal, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Principal's direction and control (regardless of whether or not cause in part by a party indemnified hereunder), and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services.

THIRD, The Principal shall pay all persons, firms and corporations, all just claims due them for the payment of all laborers and mechanics for labor performed, for all materials and equipment used or rented in the performance of Principal's Contract.

Contractor's Guarantee. The Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of one (1) year from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation, and shall keep the same in said work and repair without further compensation for a period of one (1) year from and after completion and acceptance thereof by the City. 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.

Every Surety on this bond shall be deemed and held, any Contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the Contractor in which to perform the Contract.
2. To any change in the Plans, Drawings, Specifications, Contract or other Contract Documents, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.

Further, every Surety on this bond shall pay to this Owner all costs and attorney fees necessary to enforce the provisions on the bond provisions contained herein.

Unless prohibited by law, an action on the payment and performance provisions of this bond may be brought by the Owner or any person entitled to the benefits of this bond at any time within five years from date of final settlement of the Contract, and under the maintenance provisions of this bond an action may be brought within five (5) years from the time the cause of action arises.

Principal and Surety are jointly and severally liable under the provisions hereof and action against either or both may proceed without prior action against the other, and both may be joined in one action.

SIGNED AND SEALED THIS 15th day of July, 2015.

IN PRESENCE OF:

Garland/DBS, Inc.

Garland/DBS, Inc.

By: _____

ATTEST: (As to Corporation)

Name Title
FRANK A PERCICIANE CONTROLLER

By: _____
Secretary Frieda Rodriguez

Western Surety Company

(CORPORATE SEAL)

Surety

COUNTERSIGNED:

By: _____
Attorney in fact:
(SEAL OF SURETY)
Pam L. Kennedy

By: N/A
Resident Agent (Print Name Below)

(Accompany this bond with Attorney-in-fact's authority from the Surety to execute the bond, certified to include the date of the bond.)

Approved for the City of Englewood: By: _____
City Manager

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Pam L Kennedy, John Bertin, Robert W Edgerton, Anthony J Schepis, Laura K Staten, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of JULY, 2015



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

City of Englewood, Colorado Sales and Use Tax and Arapahoe County Open Space Sales Tax

The contractor, or any of his/her sub-contractors, shall be required to pay all sales and use (regular and/or building) taxes levied by the City of Englewood and Arapahoe County on any materials built into, incorporated or used (such as formwork materials, etc.) on the project including rental of equipment. In addition any equipment purchased within the last three years and used on this project is subject to a 3.5% sales tax plus .25% Arapahoe County Open Space Sales Tax. Upon completion of the work, the Contractor will be required to furnish the City with an itemized statement of the tangible property upon which the tax is due.

Building Use Tax is collected on a permit for materials that become part of the improvements to realty. Any other materials not included in a permit are subject to regular use tax. This includes, but is not limited to temporary fencing, tools and equipment purchased or rented for the project, and any other items that would normally be subject to regular use tax (consumed/used by the contractor). A contractor is liable to the City for regular as well as the building use taxes. If City tax has been paid on items subject to regular use tax in Englewood or elsewhere, please provide a receipt for taxes paid to receive credit. All materials subject to regular use tax will be collected when sales/use taxes are filed or when an audit is performed. The contractor shall report separately on Form FR39a the materials that become part of the improvements to realty versus other materials not included in a permit as stated above.

The contractor and/or sub-contractor may be exempt from the tax (for example, State and RTD tax) when the material becomes part of the structure for a tax exempt entity. The contractor and/or sub-contractor must obtain an exemption certificate from the Department of Revenue to purchase the materials tax free.

Each sub-contractor shall compile a complete list of paid invoices, based on materials purchased directly by the sub-contractor, including the following information: invoice number, invoice date, vendor's name, invoice amount, amount of tax due the City, type of materials (cement, rebar, structural steel, flooring, etc.). [Form FR39a]

The contractor shall compile a complete list of paid invoices based on materials purchased directly by the contractor, including the following information: invoice number, invoice, date, vendor's name, amount of invoice, amount of tax due the City, type of material (cement, rebar, structural steel, flooring, etc.). [Form FR39a]

At completion of the work, each sub-contractor shall submit, on forms supplied by the City of Englewood, to the contractor, a document similar to Form FR39a and the "Affidavit" (2 copies) duly acknowledged, based on the information compiled as indicated above. The contractor shall forward all said certificates to the City's Project Manager. (The City will supply said forms.) The contractor and all sub-contractors shall keep sufficient records to verify the amount of purchases subject to use taxes due to the City and the amount of purchases subject to Arapahoe County Open Space taxes due to Arapahoe County. This documentation shall be maintained for three years subsequent to the issue date of the Certificate of Occupancy.

Prior to the City issuing the Certificate of Occupancy (CO), all applicable City of Englewood Regular Use and/or Building Use Taxes and Arapahoe County Open Space Tax on any tangible property built into, incorporated or used on the project must be paid.

CITY OF ENGLEWOOD, COLORADO
DEPARTMENT OF FINANCE AND ADMINISTRATIVE SERVICES

AFFIDAVIT

COUNTY OF Cuyahoga ss.

Controller (Title), Frank A. Percacianito (Signer's Name) of the

Garland DBS, inc. (Business Name of Contractor), being of lawful

age and first duly sworn, deposes and says: That under the terms of a contract dated _____, 20__:

That Garland DBS, inc. was the prime or sub-contractor for the installation of equipment and/or construction of a Rec Center Roof & Skylight Replacement for the City of Englewood (Entity Name); that between the dates of _____, 20__ and _____, 20__ said contractor

built into or installed tangible, personal property upon which use tax is subject; the entire purchase price is listed on attached form, and that evidence of payment for said tangible, personal property are available for inspection by the City of Englewood.

That the tangible, personal property upon which the tax was paid was actually built into or installed in said _____

(Type of Structure and Project Location Address)

The entire purchase price of said tangible, personal property and the tax thereon is listed on the attached form hereto and make a part hereof.

The contract is not yet completed

The contract was completed _____, 20__.

Contractor's Signature Date

Before me _____, a Notary Public in and for _____ County, Colorado, personally appeared _____, know to me personally to be the person whose signature appears hereon and who subscribed his signature hereunto in my presence this _____ day of _____, A.D. 20__.

My commission expires _____ Date Notary Public (SEAL)

FR39/Section3

City of Englewood, Colorado

1000 Englewood Parkway, Englewood CO 80110-2373

Finance and Administrative Services Department

TAXABLE TANGIBLE PERSONAL PROPERTY (Please use this form or equivalent)

Form FR39a

INVOICE (Please list each separately)		VENDOR'S NAME	MATERIAL ONLY	3.5% ENGLEWOOD SALES TAX (If paid)	3.5% ENGLEWOOD USE TAX	.25% ARAPAHOE COUNTY SALES TAX	TYPE OF MATERIAL (cement, re-bar, structural steel, flooring, etc)
Number	Date		Cost				