



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda

City Council

Tuesday, July 5, 2016

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

Public Comment on Consent Agenda and General Business items

5. Consent Agenda Items

- a) [Ordinance 03-2016](#) An ordinance abolishing the Littleton Invests for Tomorrow Urban Renewal Authority pursuant to C.R.S. § 31-25-115(2) and repealing the city's urban renewal plans

Attachments: [Ordinance 03-2016](#)

- b) [Resolution 32-2016](#) A resolution to approve an intergovernmental agreement regarding a 2016 grant of Arapahoe County Open Space Program Funds for Runyon Elementary School Playground Renovations

Attachments: [Resolution 32-2016](#)
[IGA LIT Runyon Elementary Playground Ren 5.25.2016](#)
[EX A LIT Runyon Elementary School Playground Renovation](#)
[Runyon ACOS award letter 282029 grant award](#)
[Signed Littleton Council Reso Runyon 2016-03](#)

- c) [Resolution 33-2016](#) A resolution approving an intergovernmental agreement regarding a 2016 grant of Arapahoe County Open Space Program Funds for Phase 1 River Integration at Hudson Gardens

Attachments: [Resolution 33-2016](#)
[IGA LIT Ph I river Int at Hudson Gardens 5.25.2016](#)
[EX A LIT Phase I River Integration @Hudson Gardens](#)
[award letter hudson gardens phz 1 400k award](#)
[Resolution 05-2016 Littleton city council reso for Hudson Gardens ACOS Grant](#)

- d) [ID# 16-132](#) Request to table Resolution 31-2016 to August 2 City Council meeting approving the Amended and Restated Intergovernmental Agreement Establishing the Chatfield Watershed Authority

- e) [ID# 16-137](#) Certification of the June 7, 2016 regular meeting minutes

Attachments: [06-07-2016 City Council Minutes](#)

- f) [ID# 16-138](#) Certification of the June 14, 2016 special session meeting minutes

Attachments: [06-14-2016 City Council Minutes](#)

6. Ordinances for Second Reading and Public Hearing

- a) [ID# 16-135](#) Request to continue the public hearing and second reading of Ordinance 7, which would amend chapter 3 of title 4 and chapter 20 of title 3 of the city code concerning the regulation of signs

7. General Business

- a) [ID# 16-139](#) Interim City Manager discussion/appointment and authorization for city attorney to draft an interim city manager employment contract

- b) [ID# 16-140](#) Council Standard of Conduct and Protocols Discussion

Attachments: [2016 Protocols and Standards of Conduct - Adopted 02-02-2016](#)

- c) [ID# 16-141](#) Request for consideration

8. Public Comment

9. Comments / Reports

- a) City Manager
- b) Council Members
- c) Mayor

10. Adjournment

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (48) hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting. For any additional information concerning City meetings, please call the above referenced number.

LITTLETON, AWAKE!

Littleton consistently ranks very high on lists of the best places to live. There's positive energy, nice open space, good schools, a vibrant business community and a City staff that takes pride in providing both quality services and value for the taxpayer's dollar. So on June 14th, Mayor Bruce Beckman and Council members Doug Clark, Peggy Cole and Jerry Valdes voted to terminate the City Manager, Michael Penny.

Penny was recognized as one of the best City Managers in Colorado and had a demonstrated track record of achievement in Littleton.

Support for Michael Penny's leadership was expressed by community leaders, state and local government officials who worked with him and members of the Littleton Police Department and Littleton Fire Rescue labor unions. But Penny's extensive list of achievements and commitment to open and transparent communication essentially counted for nothing.

Rather, his dismissal was based on the flimsiest of pretenses. In truth, it was an act of sabotage by Council members who have effectively pledged allegiance to a small group with a long history of stridently obstructing virtually all City activities aimed at reasonably preserving Littleton's charm while proactively planning for the future. It appears nothing short of making a minimalist libertarian view of government our reality which will play havoc with our property values.

Revenues for City services are predominantly derived from sales taxes that the citizens of Littleton simply cannot fully fund. By denouncing virtually all development out of hand, even where projects fit well within the character of the community, the group of anti's imperil the future prosperity of the City they claim to love. They hypocritically advance a philosophy that might be characterized as "my property rights are inviolable while yours are questionable".

Mayor Bruce Beckman choreographed four votes out of the public's view, then conspired to hold the ballot on a night when Council member and former Mayor Phil Cernanec was known not to be present, he wholly gave himself over to the tendency of politicians to focus on the ends vs. the means. His complete disinterest in working with the City manager to resolve perceived issues is a clear abdication of leadership. As a former Littleton police officer, he should have known better.

Further, Beckman recently allowed a motion by Council member Clark intending to revoke a lawful building permit that could have resulted in a legal settlement costing the taxpayers over \$30 million. Such an outcome would have dramatically curtailed the City's ability to provide police and fire services, street repairs, library and museum operations and more. Ultimately cooler heads prevailed but the mere consideration of such an outrageous and reckless proposal seriously calls into question Beckman's judgement.

Mayor Beckman, council members Cole, Clark and Valdes dishonored themselves and a great city. Littleton's long tradition of working together to create a better future is who we are and always aspire to be. Such gross irresponsibility should not pass without public rebuke.

We hereby declare a message of **NO CONFIDENCE** in Mayor Beckman and Council members Clark, Cole and Valdes.

Reading of the names.

We would ask that there be a reconsideration of the vote to fire the city manager and that at the very least he be reinstated and placed on a performance plan agreeable to all of council. The lack of openness and communication is disturbing. You have destroyed the trust that many of us had placed in you. We will not forget this when it's time to re-elect any of you. Thank you to Mayor Pro Tem Brinkman and council member Hopping for trying to restore some order to the chaos of June 14th. The absence of Mr. Cernanec was felt and it's widely known that had he been there that night the vote to place Mr Penny on a work plan may have ended very differently.

Littleton is Awake. We are watching. We are paying attention. We have a voice. We are engaged. We will not let our community suffer due to the extreme views of a few. We expect our leaders to lead and not follow. This is a campaign for our future.

Twelve days ago we put this issue on Facebook. Today there are over 1,000 followers on the page and we just read over 300 names of people who have signed the letter of No Confidence. We aren't going away. We are getting stronger everyday. We are AWAKE.

Table 1

NAMES

Keith Taylor

Lisa Garrett-Taylor

Casey Taylor

Edward Taylor

Corey Taylor

Debra Kostoff

Kevin Kostoff

Ann Mather

Tami St. John

Troy Gray

Shelly Gray

Amy Conklin

Carolyn Bradish

Julie Hopson

Dana Moretti

Ralph Dergance

Carole Dergance

Jim DeFranco

Janet Rich

Sally Covington

William Bradish

Norman Stucker

George St. John

Randy Stein

Marcel Venter

Marie Chicoyne

Karen Kaplan

David Fisher

John Van Dyk

Ellen Van Dyk

Sally Parsons

NAMES

Kari Winter

Ned White

Jim Brown

Sally A. Janssen

Curtis D. Williams

Sharon A. Williams

Rebecca Spencer

Carla Hamre Donelson

Rebecca Askew

Dan Boyd

Teddy Courtney

Susan Thornton

John Thornton

Florence Bullock

Joyce Franklin

Richard Handley

Vincent L Xavier

Jim Hart

Ancella Hart

Julie Devin

Betty L McGinnis

Cathy Schwartz

Sandra Farish

Dean Burcxhfield

Rebecca Collins

John Turchiano

Scott Wisher

Neil Ayervais

Evan Ayervais

Jan Holmes

Lisa Ahlgren

Gary B. Thompson

NAMES

Carol Johnson

Sherman Steed

Karen A. Millspaugh

Phil Lutz

Jacquie Kitzelman

Mildred F. Lange

Chris Gibbons

Madeline Cleary

Cathy Martinez

Jason Matthew Johnson

Wilhelm Estes

Shawn Carlile

Christine Gauthier Woods

Rose Medina

Paula Freytag

Andy Maestas

Pam Rose

Kristen Rider Beatty

Bervin Mathew

Charlotte Martinez

Leah Martin

Pam Jewett

Becky Miller Phye

Lui Calderon

Brad Peterson

Amy Woodside Kenney

Claudia Reyes

Jan Tompkins

Ronnie Crain

Miguel Razo

Mitch Ericson

Raymond Hurt

NAMES

Tony Michael-Joseph Montoya

Jenny Larson-Routier

Kiki Gonzales

Aidan Arello

Patricia Cronenberger

Kally Shelley

Sandra Brown

Annette Mendoza

Gene Pisano

Dennis Tioni

Rodney Green

Phillip Martinez

Teddy Jordan

Gabe Martinez

Lucrecia Holmes

Julie McRae

Bryant Savage

Ingrid Cruz

Christina Le Roy

Lisa Bowman

Rena Flora

Jim Hirsh

Shirley Joe

Lisa Hogsett Penny

Shirley Valdez

Michael Smith

Dorothy Biggs

John Sanchez

Rick Cronenberger

Richard Marshall

Marshall Harrel

Tanner Dalton

NAMES

Tawana Jordan

Donald Porter

Helen Johnson

Eddie Lisa Martinez

Bugsy Matt Holland

Susan Lvong

Debbie Curtis

Veronica Gonzales

Nathan Briggs

Beth Fuller

Jorge Villagran

Christy Olivas

Terrence Guitierrez

Jessica Robles

Jamie Hegge

Justin Bertel

Ana Quirarte

Chuck Petrie

Aurora Gonzales

Kathy Littleton

Michael Hill

Melissa Green

Anna Cardenas

Violet Spearman

Maggie L Becca

Harley Haymond

Melly Coronado

Roger Galvan

Terri Clark

Deborah Archuleta

Sara Tapia Sanchez

Dan Turner

NAMES

Susana Lopez

Shannon Bookhammer Apodaca

Og Lyon

Malden Lucero

Marie Malek

Montica Valdez

Kyle Wilson

Savanah Mears

Darles Tabuni

Janie Beltran

Julie Shultz Rucker

Jonathan Betsuie

Marcus Griffin

Zonn Hutchinson

Gene Sandoval

Benjamin Levine

Melanie Rico

Keith Parker

Roberta Garcia

Melanie Zuther

Darlene Lugenbeel

John Sweeney

Ericka Martinez

Thomas Montoya

Stella Flores

Phillip Pappas

Michelle LaConte

Jeremiah Peschel

Michelle McMurray

Angel M Cruz

Heather Neyer

Lexis Robert

NAMES

Daris Zavertinik

Sandy Farish

Darla Difford Daniel

Glen Rogers

Anne Hurst Signorelli

Kelly Stahlman

rita derjue

Jessica Lund

Carle Zimmerman

Jessica Thomas

Arlie Johnson

Andrea Brown

Owen Kemp

Cindy Christensen

Brad Uhlig

Peter Lund

Catherine K Trunfio

Kay Watson

Sean Thorp

Patrick McBride

Erich Kirshner

Holly Bullota

Billy MD Williams

Elsa Alfaro

Carter Ahroon

Mark Windemuller

Justin Karr

John F Hauschild

Ginger Parietti

Elizabeth Eaton

Andrew Cronenberger

Ted Morris Bush

NAMES

George Jones

Jelly Malik

Maureen Ravnik

Roxanne Rodriguez

Joe Fountain

Cathlene Santos

Joseph Harris

Shirley Harris

Valerie Park

Bob Hill

Anthony Roebuck Jr

Beth Fuller

Amy Terry

Wade Perry

Frank Melara

Kim Diblasi-Sorrentino

Lori Tolle

Jill Carter

David Pierce

Michael Jones

Nicki Mardi

Christine Wright

Mary Ann Hinrichsen

Judy Sarlo-Allender

Kati Harken

Cadalluchi Wright

Brian Marshall

Kara Marshall

Martha Galindo

Ryan Neal

Trish Turner

Molly Bikajle

NAMES

Kim Larsen

Emily Waldo

Ines Prasad

Tricia Orona

Gabe Romero

Karen Cook Campton

Emily Valentine

Damaris Mejia

Mary De La Torre

Clifton Wolverton

Nancy Robles

Mike Valentine

Corey Pacheco

Maria Benedito

Linda J. Brandon

Kristin Byrne

Mary Kuchman

Karen Valdez

Kathleen Munroe

Amy Kenney

Fatima Slade

Linda L Lancaster

Jared Runyon

Douglas Larson

Clara Ahrenholtz

Carol Grape

Paul Faulk

Max Habor

Stew Meagher

Pratima Sapkota

Pam Whelan

Santoy Williams

NAMES

Frank Cole

Ginny Cole

Cindy Avey Bredemier

Luz Garcia

Drucy Dean

Omar Cantu

Alexia Loera

Eleanor Grace Davis

Ron Burns

Shawna Doherty Lawrence

Robyn McDonald

Luar Onaveul

Katherine Madrid

Zackary Roley

Dawn Heyl

Ken Naples

Sister Afari

Joe Ventura Maestas

Yvonne Thompson

Rashell Lynn Munoz

Rosario Jimenez

Beatriz Martinez

Roberta Bendik

Kyle Henderson

Mary McGorty Van Minnen

Brent Tyler Ser Voss

Jeff Farmer

Becky McCain

Douglas Hauck

Dana Hickman Bailey



Staff Communication

File #: Ordinance 03-2016, **Version:** 2

Agenda Date: 07/05/2016

Subject:

An ordinance abolishing the Littleton Invests for Tomorrow Urban Renewal Authority pursuant to C.R.S. § 31-25-115(2) and repealing the city's urban renewal plans

Presented By: Mike Braaten, Deputy City Manager

POLICY QUESTION:

Does city council support abolishing the Littleton Invests for Tomorrow (LIFT) Urban Renewal Authority and repealing the city's urban renewal plans?

BACKGROUND:

At its March 15, 2016 meeting, city council voted to "direct the city manager to provide to council at the next scheduled regular council meeting on April 5, 2016 an ordinance or ordinances and resolutions for council's consideration and vote to dismantle Littleton's urban renewal and the LIFT Board including the handling of the outstanding loan to LIFT, and addressing any tax collection concerns, if any, and consider the status of any pending litigation concerning urban renewal."

STAFF ANALYSIS:

The Colorado Urban Renewal Law provides the following process for abolishing an urban renewal authority:

The governing body of a municipality may by ordinance provide for the abolishment of an urban renewal authority, provided adequate arrangements have been made for payment of any outstanding indebtedness and other obligations of the authority. Any such abolishment shall be effective upon a date set forth in the ordinance, which date shall not be less than six months from the effective date of the ordinance. C.R.S. § 31-25-115(2).

LIFT's only "outstanding indebtedness and other obligations" is the existing loan agreement with the city. The principal amount of the loan is \$150,000 and as of 12/31/15 the outstanding balance is \$150,623. The proposed ordinance provides for the outstanding loan to be forgiven by the city. Options for repayment under the loan agreement include use of city property tax increment or city sales tax increment. Staff does not recommend either of those options and recommends council forgive the loan. An intergovernmental agreement will be prepared to provide for the return of all monies in the special fund to the taxing entities. This would be effective at the same time as abolishment of the authority and repeal of the plans.

The city has four urban renewal plans, two of which were adopted in November 2014 (Columbine Square and Santa Fe) and two that were adopted in December 2014 (North Broadway and Littleton Boulevard). The proposed ordinance provides for the repeal of all plans effective at the same time LIFT is abolished. Repeal of the plans does not trigger a requirement for ratification by the voters under section 64.5 of the city charter.

Urban renewal is a financing tool available to municipal governments to encourage development and redevelopment in areas where the council believes assistance is necessary. Council entered this process in good faith and worked with the city's taxing partners. Agreements were approved with Urban Drainage and Flood Control District, South Suburban Parks and Recreation, and Littleton Public Schools to return all increment until such time that a development or activity commenced. Council also approved a resolution requiring support of all taxing partners, including Arapahoe County, before any development or activity would move forward. Even with this inclusive approach, the tool was not well received within the community. Therefore, staff is supportive of council abolishing LIFT and repealing the urban renewal plans.

FISCAL IMPACTS:

In addition to forgiving the loan, there may be additional minimal legal fees.

STAFF RECOMMENDATION:

Staff supports abolishing the LIFT Board, repealing the city's urban renewal plans, and forgiving the outstanding loan to LIFT, and recommends approval of the ordinance on first reading.

PROPOSED MOTION:

I move to approve the ordinance on first reading abolishing the Littleton Invests for Tomorrow Urban Renewal Authority pursuant to C.R.S. § 31-25-115(2) and repealing the city's urban renewal plans and to schedule a public hearing on July 19, 2016 at 6:30 p.m. in the council chamber.

CITY OF LITTLETON, COLORADO
ORDINANCE NO. 03
Series 2016

INTRODUCED BY COUNCILMEMBERS:

**AN ORDINANCE OF THE CITY OF LITTLETON,
COLORADO, ABOLISHING THE LITTLETON INVESTS
FOR TOMORROW URBAN RENEWAL AUTHORITY
PURSUANT TO C.R.S. § 31-25-115(2) AND REPEALING
THE CITY'S URBAN RENEWAL PLANS**

WHEREAS, the Littleton Invests For Tomorrow Urban Renewal Authority is a body corporate and was duly organized, established and authorized by the City of Littleton to transact business and exercise its powers as an urban renewal authority, under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Urban Renewal Law");

WHEREAS, on November 4, 2014, upon the recommendation of the Littleton Invests For Tomorrow Urban Renewal Authority, and following review of the City of Littleton Planning Board for conformance with the general plan for the development of the City of Littleton, and after public hearings, the City Council for the City of Littleton determined that blight, as defined by C.R.S. § 31-25-103(2), exists in the Columbine Square Urban Renewal Plan Area and the Santa Fe Urban Renewal Plan Area and that such areas are appropriate for an urban renewal project pursuant to the Urban Renewal Law;

WHEREAS, on December 2, 2014, upon the recommendations of the Littleton Invests For Tomorrow Urban Renewal Authority, and following review of the City of Littleton Planning Board for conformance with the general plan for the development of the City of Littleton, and after public hearings, the City Council for the City of Littleton determined that blight, as defined by C.R.S. § 31-25-103(2), exists in the North Broadway Urban Renewal Plan Area and the Littleton Boulevard Urban Renewal Plan Area and that such areas are appropriate for an urban renewal project pursuant to the Urban Renewal Law;

WHEREAS, the Littleton Invests For Tomorrow Urban Renewal Authority has been in the process of identifying the specific undertakings and activities that it desires to implement as part of the project to accomplish the purposes of the Urban Renewal Law in each of the urban renewal areas, but has not yet undertaken to implement specific development proposals in the urban renewal areas;

WHEREAS, notwithstanding the determinations made by the City Council that the urban renewal areas are appropriate for urban renewal projects, the establishment of such areas as blighted under the Urban Renewal Law and the implementation of the activities and undertakings as contemplated under the Urban Renewal Law, including the tax increment financing authorized to facilitate and accomplish such activities and undertakings, such determinations have become increasingly divisive and political for the City and its citizens;

1 **WHEREAS**, C.R.S. § 31-25-115(2) of the Urban Renewal Law provides that the
2 governing body of a municipality may by ordinance provide for the abolishment of an urban
3 renewal authority, provided adequate arrangements have been made for payment of any
4 outstanding indebtedness and other obligations of the authority;
5

6 **WHEREAS**, as of the date of this Ordinance, the only financial obligation of the
7 Littleton Invests For Tomorrow Urban Renewal Authority is the principal amount of \$150,000,
8 together with any interest, owed to the City pursuant to a Cooperation and Loan Agreement
9 dated December 16, 2014 (the "Loan Agreement"); and
10

11 **WHEREAS**, the City Council of the City of Littleton desires to abolish the Littleton
12 Invests For Tomorrow Urban Renewal Authority and repeal the urban renewal plans for each of
13 the urban renewal areas approved by the City Council, pursuant to and in conformance with the
14 requirements of the Urban Renewal Law.
15

16 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE**
17 **CITY OF LITTLETON, COLORADO, THAT:**
18

19 **Section 1:** The Littleton Invests For Tomorrow Urban Renewal Authority is hereby
20 abolished in its entirety, pursuant to C.R.S. § 31-25-115(2) of the Urban Renewal Law, effective
21 as of the date set forth in Section 7 below.
22

23 **Section 2:** The City Council of the City of Littleton hereby finds and determines that
24 adequate arrangements have been made for payment of any outstanding indebtedness and other
25 obligations of the Littleton Invests For Tomorrow Urban Renewal Authority as follows:
26

27 (a) The City of Littleton does hereby waive, cancel and forgive payment of
28 any and all amounts due under the Loan Agreement;
29

30 (b) The Littleton Invests For Tomorrow Urban Renewal Authority has no
31 other outstanding indebtedness or other obligations.
32

33 **Section 3:** As of the abolishment of the Littleton Invests For Tomorrow Urban
34 Renewal Authority, the urban renewal plan known as the "Columbine Square Urban Renewal
35 Plan" approved by City Council Resolution No. 136, Series 2014, as amended, is hereby and
36 shall be repealed in its entirety and shall no longer be of force or effect.
37

38 **Section 4:** As of the abolishment of the Littleton Invests For Tomorrow Urban
39 Renewal Authority, the urban renewal plan known as the "Santa Fe Urban Renewal Plan"
40 approved by City Council Resolution No. 137, Series 2014, as amended, is hereby and shall be
41 repealed in its entirety and shall no longer be of force or effect.
42

43 **Section 5:** As of the abolishment of the Littleton Invests For Tomorrow Urban
44 Renewal Authority, the urban renewal plan known as the "North Broadway Urban Renewal
45 Plan" approved by City Council Resolution No. 142, Series 2014, is hereby and shall be repealed
46 in its entirety and shall no longer be of force or effect.
47

1 **Section 6:** As of the abolishment of the Littleton Invests For Tomorrow Urban
2 Renewal Authority, the urban renewal plan known as the "Littleton Boulevard Urban Renewal
3 Plan" approved by City Council Resolution No. 143, Series 2014, is hereby and shall be repealed
4 in its entirety and shall no longer be of force or effect.
5

6 **Section 7:** The abolishment of the Littleton Invests For Tomorrow Urban Renewal
7 Authority, and the repeal of the urban renewal plans hereunder, shall be effective as of the date
8 that is six (6) months after the effective date of this ordinance.
9

10 **Section 8:** Severability. If any part, section, subsection, sentence, clause or phrase of
11 this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of
12 the remaining sections of this ordinance. The City Council hereby declares that it would have
13 passed this ordinance, including each part, section, subsection, sentence, clause or phrase hereof,
14 irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or phrases
15 may be declared invalid.
16

17 **Section 9:** Repealer. All ordinances or resolutions, or parts thereof, in conflict with
18 this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer
19 clauses of such ordinance nor revive any ordinance thereby.
20

21 INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the
22 City of Littleton on the 5th day of July, 2016, passed on first reading by a vote of ____ FOR and
23 ____ AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the
24 Municipal Courthouse and on the City of Littleton Website.
25

26 PUBLIC HEARING on the Ordinance to take place on the 19th day of July, 2016, in the
27 Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour
28 of 6:30 p.m., or as soon thereafter as it may be heard.
29

30 PASSED on second and final reading, following public hearing, by a vote of ____ FOR
31 and ____ AGAINST on the ____ day of _____, 2016 and ordered published by
32 posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton
33 Website.
34

1 ATTEST:

2 _____
3 Wendy Heffner
4 CITY CLERK

Bruce O. Beckman
MAYOR

5
6 APPROVED AS TO FORM:

7 _____
8 Kristin Schledorn
9 CITY ATTORNEY



Staff Communication

File #: Resolution 32-2016, **Version:** 1

Agenda Date: 07/05/2016

Subject:

A resolution to approve an intergovernmental agreement regarding a 2016 grant of Arapahoe County Open Space Program Funds for Runyon Elementary School Playground Renovations

Presented By: Mike Braaten, Deputy City Manager

POLICY QUESTION:

Does city council support adoption of an Intergovernmental Agreement (IGA) with Arapahoe County to receive grant funds for Runyon Elementary School playground renovations?

BACKGROUND:

City council approved the submission of a grant application, at the request of Littleton Public Schools, to Arapahoe County to fund the renovation of the playground at Runyon Elementary. Staff was notified on May 24, 2016 that the project was awarded \$282, 029 in funding from Arapahoe County Open Space.

STAFF ANALYSIS:

This is the standard IGA required by the county to accept grant funds from the Open Space program.

FISCAL IMPACTS:

In the 2016 budget, the city council approved \$50,000 in open space matching funds for the project. The city staff will act as the administrative agent for the grant.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

PROPOSED MOTION:

I move to approve the resolution adopting an IGA with Arapahoe County to receive grant funds for Runyon Elementary School playground renovations.

1 **CITY OF LITTLETON, COLORADO**

2
3 **Resolution No. 32**

4
5 **Series, 2016**

6
7 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON,**
8 **COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH**
9 **ARAPAHOE COUNTY REGARDING GRANT FUNDS FOR RUNYON ELEMENTARY**
10 **SCHOOL PLAYGROUN RENOVATION**

11
12 **WHEREAS,** the council may, by resolution, enter into contracts with other
13 governmental bodies to furnish or receive government services, to make or pay charges for such
14 services or enter into cooperative or other joint activities with other governmental bodies;

15
16 **WHEREAS,** the city council desires to participate in Arapahoe County's Open
17 Space Program Funds; and

18
19 **WHEREAS,** the program requires the City of Littleton enter into an
20 intergovernmental agreement with Arapahoe County to set forth the parties duties and
21 responsibilities with respect to the programs;

22
23 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF**
24 **THE CITY OF LITTLETON, COLORADO, THAT:**

25
26 The Intergovernmental Agreement Between Arapahoe County and the City of Littleton
27 regarding a 2016 grant of Arapahoe County Open Space Program Funds for Runyon
28 Elementary School Playground Renovations is approved.

29
30 **INTRODUCED, READ AND ADOPTED** at a regularly scheduled meeting of the
31 City Council of the City of Littleton, Colorado, on the 5th day of July, 2016, at 6:30 p.m. at the
32 Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

33 **ATTEST:**

34
35 _____
36 Wendy Heffner
37 CITY CLERK

35 _____
36 Bruce Beckman
37 MAYOR

38
39 **APPROVED AS TO FORM:**

40
41 _____
42 Kristin Schledorn
43 CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT REGARDING
2016 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS
PROJECT NAME: RUNYON ELEMENTARY SCHOOL PLAYGROUND
RENOVATION**

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

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

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

WHEREAS, on May 25, 2016 the County approved the Grantee's Grant Proposal for the Runyon Elementary School Playground Renovation ("Grant Project"), which is attached hereto and incorporated by reference herein as Exhibit A, subject to the execution of an intergovernmental agreement and subject to the terms and conditions contained herein; and

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

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

1. Amount of Grant. The County hereby awards Grantee an amount not to exceed **\$282,029** ("Grant Funds") for the Grant Project from the Arapahoe County Open Space Fund.
2. Use of Grant Funds. The Grantee agrees that it shall only use the Grant Funds for the Grant Project, as described in Exhibit A.
3. Disbursement of Grant Funds. Subsequent to execution of this Agreement, the Grant Funds shall be paid via ACH transfer on a reimbursement basis upon receipt of the approved status report and documentation of expenditures as outlined in Paragraph 10 below and no more often than bi-annually. No more than 75% of the grant funds will be reimbursed prior to the Final Report approval. The final 25% of grant funds will be reimbursed following the project inspection and review and approval of the Final Report and project deliverables.
4. Time for Use of Grant Funds. The Grantee agrees that the Grant Project must begin within 60 days of the award notification. The Grantee agrees that the Grant

Project will be completed and the Grant Funds will be expended by no later than two years from the date of this fully executed Agreement, unless a longer period of time is otherwise agreed to by the County in writing. The Grantee understands and agrees that if the Grant Project cannot be completed by the end of the agreed upon time period the County may require that the Grant Funds be refunded to the County Open Space Grant Fund, be re-distributed to another agency and/or be used for another viable and timely grant project.

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

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

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

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

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

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

and

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

and

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

and

GRANTEE:

City of Littleton
2255 W. Berry Ave.
Littleton, CO 80120

24. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.
25. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.
26. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.
27. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
28. Assignment. The rights, or any parts thereof, granted to the Parties herein may be assigned only with the prior written consent of the non-assigning party.
29. Extent of Agreement. This Agreement constitutes the entire agreement of the Parties hereto. The Parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.
30. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

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

DATED this _____ day of _____, 201__.

ATTEST:

GRANTEE:

By: _____
Name
Title

By: _____
Name
Title

ATTEST:

COUNTY OF ARAPAHOE
STATE OF COLORADO

By: _____
Name
Title

By: _____
Shannon Carter, Director, Intergovernmental
Relations and Open Spaces
Pursuant to Resolution No. 160097

ORIGINAL

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

2016 Arapahoe County Open Space Grant Application for Standard and Small Grants Part A – Application Summary Form

Exhibit A

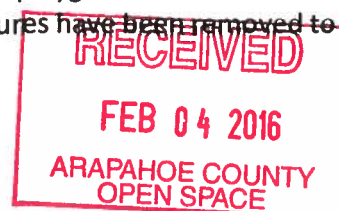
Applicant Information	
Name: City of Littleton	
Address: 2255 West Berry Avenue, Littleton, Colorado 80120	
Primary Contact: Mike Braaten	Title: Deputy City Manager
Telephone: 303-795-3732	
Email: mbraaten@littletongov.org	

Primary Partner Information	
<i>(Additional partners should be discussed in Part F: Project Details, Question 13 of the application.)</i>	
Name: Littleton Public Schools	
Address: 5776 S. Crocker Street Littleton, Colorado 80120	
Contact: Robyn Zagoren	Title: District Wellness Coordinator
Telephone: 303-347-3374	
Email: rzagoren@lps.k12.co.us	
Partner Responsibilities: Project Manager	

Project Information	
Grant Category: Standard	
Project Type: Site Improvement Project	
Project Title: Runyon Elementary School Playground Renovation	
Address: 7455 S. Elati Street. Littleton, Colorado 80120	
City or Unincorporated Arapahoe County: City of Littleton	
GPS Coordinates: Latitude: 39.58550 Longitude: -104.99948	
Grant Request: \$282,029	
Cash Match Total: \$95,000	Percentage of Total Project: 25%
Total Project Amount: 377,029	

Executive Summary project description, deliverables, components, need, goal, beneficiary, planning, community input, results

The City of Littleton and Littleton Public Schools are collaborating on the Runyon Elementary School Playground Renovation Project. Currently, Runyon is closed for one year for roof and renovations with funds from the LPS Bond that was passed in 2013. Unforeseen issues were discovered when construction started for the roof, which caused the project cost to go over the budget, not leaving any money for any part of the playground renovations. The playground is closed for safety reasons, and some of the structures have been removed to make way for



APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

trucks and equipment. The school building renovation project is expected to be completed by August 2016 in time for students to return to school for the 2016–2017 year. The 460 plus students who will benefit from the playground renovations are being housed at LPS's Whitman Facility for the current school year.

The Runyon playground is the only playground with a three-mile radius or more. The closest playground is approximately 3.5 miles, and, although it is ADA-compliant, it does not have special equipment for children with disabilities, making Runyon's new playground unique to the community. The Runyon playground design was based upon input from the school and local community. The information was given to a strategic committee comprised of the school principal, physical education teacher, special education teachers, para-educators, LPS wellness coordinator, district operations, and parents. The playground was thoughtfully designed to include all 460 plus students within the Runyon school and approximately 3,080 children between the ages of preschool and fifth grade in the surrounding neighborhood (a two-mile radius). It would also benefit over 10,000 student athletes through South Suburban and Littleton Soccer who utilize the fields.

Runyon Elementary School has a center-based special education program, which serves students with multiple and significant needs. These students are unable to walk, run, and play on a typical playground. The new playground was designed to be an exciting and challenging environment while still serving students with significant needs. Inclusion in play activities will increase students' social interactions with peers of all abilities, which is an important part of learning for all children within a community environment. The scope of the project includes updating outdated thirty-year old structures that have surpassed their ten-year lifespan. Most of the climbing equipment is no longer being manufactured; as it breaks, parts are no longer available for replacement, creating a dangerous environment for children, and the removal of structures leaves a lackluster playground. Without funding from the Arapahoe County Open Space Grant, this project would not be possible.

The entire playground, approximately 15,655 square feet, will be renovated. The playground plans and project budget were developed by All Around Recreation with input from the planning committee at Runyon Elementary School. Littleton Public Schools' current policy for awarding contracts for playgrounds is to sole-source with All Around Recreation as the vendor. The components of the project include relocating an existing Berliner climber (rope climbing system) and hammock to a new play area; adding two bay arch swings with four seat belt swings, a Berliner cloud nine swing (several children can swing at one time on this round hammock like structure), a Henderson standup spinner (children stand on a platform and hold handles while they spin), and a Berliner Slack line (a tightrope structure that encourages a sense of agility, achievement, and power in a playful environment). Berliner is guaranteed for the full lifetime of the structure; as long as it is installed, it is guaranteed. Another play area will get a new Henderson wheelchair-accessible custom play structure with spiral, double, twister and starglide slides; spinners; overhead ladder; balance stepping stones; balcony with push panel; vertical climber; transfer station for wheelchairs; site play (eye-level games); mini maze wheel and math panel; orbis fitness structures; and overhead play for upper-body fitness including ladders, upper body spinners, loop-to-loop monkey bars and a hilltop climber (see plan in Section G photos). Ground-level play events, overhead activities, and climbers all contribute to children's strength and aerobic fitness. The modern design of Orbis's fitness structures have a

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

unique arched base that puts the focus on fun and fitness for children aged 5 to 12. This emphasizes the athletic nature of the playground, with climbing, swinging, hanging, running, and jumping taking center stage. Henderson and Orbis have a minimum guaranteed life span of 25 years.

Another area will get new sand play material with a single-post fabric shade structure and an ADA sand table. There will also be a two-tier seat wall and one tetherball court in this area. There will be a quiet area with outdoor seating, which can be used for myriad activities and community functions. A log balance beam with log steppers for balance training will be installed in crusher fines for ADA access. Four basketball courts and two tetherball courts will be installed in the asphalt area, and the volleyball court will be updated with new poles, net, and sand. Also included in the scope of work is a music area that was inspired for a different kind of fun, playful, and interactive experience to excite and encourage children to play instruments. The Freenotes outdoor musical area will host tuned drums (five drums of different height and sounds), a manta ray (chime tubes), a pegasus (twenty-three resonated aluminum bars), and contrabass chimes (towering aluminum chime tubes). All play areas will have engineered wood chip fibers (at the recommended manufactured depth for safety) or crusher fines to be ADA compliant.

The results of this project will include promoting children's physical health and creativity, providing more opportunities for play, enhancing relationships among community members, and improving the physical environment. The playground is open before and after school hours, weekends, holidays and summer for use by the community. Residents of Littleton (over 38,000 within a two-mile radius, including 9,000 children pre K-12), the Runyon school community (460 students), and visitors to the trail system and athletic fields will greatly benefit from this updated playground for many years to come. The projected date for completion is mid-August 2017.

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

Part B – Minimum Qualification and Eligibility Form

Certify the below minimum qualifications and eligibility criteria:

Applicant Name: City of Littleton

Application Category and Type: Standard/Site Improvement Project

Project Name: Runyon Elementary School Playground Renovation

Briefly answer the following qualification questions:

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

The City of Littleton is in good standing with Arapahoe County Open Space (ACOS). The City has a number of ongoing grants with ACOS, some in cooperation with South Suburban Parks and Recreation District (Lee Gulch, Creekside, etc.), some of their own projects (Riverside Downs, Reynolds Landing, South Platte Park/Mary Carter Greenway Signage), and one other in conjunction with Littleton Public Schools (Centennial Academy). All projects are either on schedule to be completed within the grant timelines, or approved for timeline extensions.

This cycle, in addition to this application, the City is cooperating with Hudson Gardens to implement the first phase of their River Integration project. In these instances, the City will be the administrator of the funds with the projects managed by the respective organizations.

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

The Arapahoe County Open Space Master Plan identifies the following elements that are in alignment with the Runyon Elementary School playground renovation:

- Ensures efficient and improved public services and facilities, including streets, parks, trails, and recreation facilities (2-5).
- References a Dynamic Littleton – Policies:
 - Generate more opportunities for residents to live, shop, and play where they work and to work, shop, and play where they live.
- References an Outdoor Littleton:
 - Encourage inviting outdoor activity and gathering places in new developments.
 - Expand recreational opportunities and attractions in parks with new facilities for residents of all ages. Consider facilities such as a skate park,

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

paddle boat rental, downtown amphitheater, community gardens, and water features.

- When possible, locate parks and improve access to them so that every residence is within a half mile radius of a park and has a comfortable and inviting walk or bicycle ride to that park.
 - Make the healthy choice the easy choice.
3. Describe how this project addresses specific objectives in the County Open Space Resolution #030381/#110637. *Document is posted on the Open Space Grant Program page of the County Website.*

The proposed project addresses the following objectives of the County Open Space Resolution #030381: To allow expenditure of funds, consistent with the guidelines set forth in this Resolution, for joint projects between counties and municipalities, special districts which have a recreational component, recreation districts, or other governmental entities in the County to pay for related acquisition, construction, equipment, and/or improvement.

The proposed project addresses the following objectives of the County Open Space Resolution #110637: Provide, maintain, and improve neighborhood parks, open space, sports fields, picnic facilities, and biking, walking, and multi-use trails.

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 and complete
- ☒ Application format and document order follow instructions
- ☒ Above eligibility and qualification questions are answered and meet Arapahoe County Open Space eligibility requirements
- ☒ Application is signed by agency's highest authority (or authorized individual)
- ☒ 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: _____

(must be signed by highest authority in agency or authorized individual)

Print Name & Title: Michael Penny, city manager, Littleton

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

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

For Arapahoe County Use Only:

Initial Review Date (pre-qualification):

2-17-16

- Minimum Qualifications Met (yes/no)?

- Draft Submitted for Review (yes/no)?

- Comments:

multiple drafts submitted for review over a month's time

• Budget variation. Called Robyn 2/17/16. left msg.

• Corrected budgets Sent 2/18/16. firm calculation/formula problem only.

Grant Program Administrator Signature:



Final Review Date (after evaluation and ranking):

- Comments/Conditions:

Grant Program Administrator Signature:

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

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. One original signed application and one copy must be included for all sections below. Part A through Part G of the Checklist must be included as one complete pdf document on a thumb drive and labeled with the Entity Name, Project Name, Application (i.e., ArapahoeCounty.ParkPlan.Application).

- ☒ Part A – Application Summary Form
- ☒ Part B – Minimum Qualifications and Eligibility Form *(signed)*
- ☒ 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; include Land Acquisition section if applicable)*
- ☒ Part G – Attachments *(Identify each attachment with a table of contents cover page, prepare attachments in the following order and label each attachment page at the top with the listed attachment number and title. Print one original and one copy to submit with Part G. This section does NOT need page numbers.)*
 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 and/or fund-raising efforts are underway; 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 community support *(letters of support – maximum of 5)*
 3. Documentation of opposition and responses *(state if applicable)*
 4. Evidence of commitment from project partners *(cash match/in-kind match support letters/partner support letters – no maximum)*
 5. Photos *(pre-submittal)*
 6. Maps *(include site map & vicinity map)*
 7. Site Visit Form *(plan and project site visit form with driving directions)*
 8. Evidence of commitment to long-term maintenance, including the maintenance budget and agency capacity to maintain *(letter from management/maintenance agency)*
 9. Evidence of property ownership/legal access *(legal documentation)*
 10. GIS shapefile, if applicable *(include on thumb drive)*
 11. Other *(clearly title: acquisition documentation: appraisal, title commitment, contract option (if applicable) or other supporting documents)*

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

Part D – Project Timeline

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. Timeline should include the IGA execution and project start date (must be within 60 days of the award notification). Project timeline must conclude within two year requirement.

Task	Jun 16	Jul 16	Aug 16	Sep 16	Oct 16	April 17	May 17	June 17	July 17	Aug 17	Sept 17
Grant Notification											
IGA Execution/Project Start Date											
Solicitation of Vendors											
Project Bid Award(s)											
Order Materials											
Ground/Site Prep											
Construction											
Installation											
Grand Opening											
Final Report											

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

Part E – Project Budget Narrative and Forms

Budget Narrative: Provide a clear and concise budget narrative for this project (300 words or less).

Sand play (\$2,100), with 12' single-post fabric shade (\$2,200), an ADA sand table and a 19 LF two-tier curved seat wall (\$9,650) in the north play area. 200 SF of crusher fines (\$450) will allow for ADA access. One tetherball (\$600) will be installed in the north area.

A Henderson custom play structure, wheelchair accessibility, orbis fitness attachments, slides and ground play panels will be installed in west area 1 (\$80,125).

The west play area 2 will be expanded and house the relocated Berliner Merkur and hammock (\$6,136), adding a 2-bay arch swing (\$2,800), Henderson standup spinner (\$1,500), Berliner cloud swing 9 (\$8,100), and a Berliner slack line (\$3,700).

West play area 3 will get volleyball posts and nets (\$1,384) with additional 2' of sand. Four basketball hoops will be installed into the asphalt and lined for two basketball courts (\$4,476).

A Themed Concepts fallen log balance beam (\$3,165), three log steppers (\$1,005) and four boulder steps (\$2,750), and two tetherball posts (\$400) will be installed in the south play area. A 473 SF concrete walk (\$8,550) will surround the Freenotes outdoor music area: tuned drums (43,260), manta ray (\$4,200), pegasus (\$4,100), contrabass chimes (\$5,100) in 1400 SF of crusher fines surfacing (\$2,752). The area will host a 25' fabric sail shade (\$5,100). A two-tiered, 42 LF seat wall (\$ 13,500) will be installed and attached to the existing gazebo.

Resurfacing of the asphalt will connect all play areas for \$86,700. Pea gravel will be removed (\$8,350) in all play areas and replaced by engineered wood chip fiber (safety surfacing) layered over fabric in a 12-inch, naturally compacted depth (\$10,925). Cost of shipping, installation, bonds and permits is \$96,629.20. Total Project Cost: \$377,029. Cash match: \$95,000.

Budget Forms:

All project budget forms must be completely filled out following the rules set forth in the application guidelines and instructions. The following project budget forms are attached and required to be complete and included in the application to meet minimum qualifications:

- **Summary Budget Form:** The summary budget form must be fully completed and successfully match up with the budget narrative, the detailed budget form and the selection criteria questions.
- **Detailed Expense Budget Form:** The detailed expense budget form must be completed with sufficient detail to be accepted. Please reference the sample budget for the expected level of detail. Budget items are to be broken down into categories, and then broken down into the detailed use of funds within each category by line item and cost. The detailed expense budget form includes, grant funds, cash match (applicant and

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

partner cash match) and in-kind match. Only cash match counts toward the percentage of match required. The minimum cash match requirement is 25% of the total project cost for Standard Grants and 10% of the total project cost for Small Grants. In-kind match is significant and shows partnership and community support for the project. Administrative costs to prepare the grant application are not an eligible expense. (Review the Grant Application Instructions for eligibility details.)



Summary Budget Form

Sources of Funds	Date Secured	County Grant Request	Cash Match	In-Kind Match	Total Project Funds
Arapahoe County Open Space	12/1/2015	\$282,029			\$282,029
Applicant Cash Match	12/1/2015		\$50,000		\$50,000
Runyon PTO Cash Match/Other Funding Source	12/1/2015		\$25,000		\$25,000
LPS Runyon Cash Match/Other Funding Source			\$20,000		\$20,000
LPS Operations				\$3,400	
Totals		\$282,029	\$95,000	\$3,400	\$377,029

Applicant: City of Littleton **Project Title:** Runyon Playground Renovation **Year:** 2016

Requirements:	Total Project Amount:	\$377,029.00
	In-kind Match:	\$3,400.00
	Total Project w/out In-kind:	\$373,629.00
	Cash Match Percentage Require	25.00%
	Required Cash Match Amount:	\$93,407.25
	Project Cash Match	\$95,000.00 Minimum Met: Y or N

DETAILED EXPENSE WORKSHEET

NUMBER Code	Category Description (Or In-Kind Description)	Line Item Detail Description	ACOS Grant	Grantee Cash Match	Partner Cash Match	All In-kind Match	TOTAL
	Professional Services	Bonds	\$13,711				\$13,711.00
		Engineering	\$1,350				\$1,350.00
		Permits	\$3,317				\$3,316.54
	Ground Work	Site Preparation	\$8,350				\$8,350.00
		Demolition	\$6,136				\$6,136.00
	Concrete and Hand Rails	Playground Retaining Walls				\$3,000.00	
		Concrete Sidewalk	\$250		\$8,300.00		\$8,550.00
	Playground Surfacing	Crusher Fine	\$4,202				\$4,202.00
		Sand	\$1,100				\$1,100.00
		Asphalt Resurfacing	\$0	\$50,000.00	\$36,700.00		\$86,700.00
		Wood Chips and Fabric	\$11,765				\$11,765.00
	Site Furnishings	Park Benches (seat Wall)	\$20,150				\$20,150.00
		Shade Structures (2)	\$7,300				\$7,300.00
	Playground Equipment	Hendersen 5-12yr structure	\$80,125				\$80,125.00
		Berliner Slackline 2-5yr Structure	\$3,700				\$3,700.00
		Cloud Swing	\$8,100				\$8,100.00
		2 bay swings	\$2,800				\$2,800.00
		Stand up Spinner	\$1,500				\$1,500.00
		Basketball post, backboards and hoop (4)	\$4,476				\$4,476.00
		Sand Table	\$2,100				\$2,100.00
		Tether Ball (3)	\$600				\$600.00
		Musical Freenotes	\$16,660				\$16,660.00
		Log Balance Beam	\$3,165				\$3,165.00
		Boulder Steps	\$2,750				\$2,750.00
		Themed Concept Log Steps (3)	\$1,005				\$1,005.00
		Installation	\$54,392				\$54,392.46
		Shipping	\$23,025				\$23,025.00
	Signage - Required	Custom Sign				\$400.00	
	ACTUAL TOTALS		\$282,029.00	\$50,000.00	\$45,000.00	\$3,400.00	\$377,029.00

Applicant: City of Littleton Project title: Runyon Playground Renovation Date: February 2016

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

Part F – Project Details

Applicants must limit this section to 10 pages and answer all questions to meet minimum qualifications. If attachments/supporting documentation apply, 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.

Select the Grant Category:

- ☒ **Standard Grant:** \$50,100 - \$400,000 funding opportunity, 25% of total project amount minimum cash match requirement
- ☐ **Small Grant:** \$100 - \$50,000 funding opportunity, 10% of total project amount minimum cash match requirement

Select the Project Type:

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

- ☐ **Trail Project:** Projects that are mostly trail construction or renovation/restoration, trail-related bridges, trail-related road crossings, or trail head parking and shelters.
- ☒ **Site Improvement Projects:** Projects for site improvement, restoration and repair/replacement including: natural re-vegetation/restoration, park improvements, restoration, repair/replacement (may include playgrounds, shelters, sport fields, landscaping). This category may include interior trail segments or connections, but the majority of the project should be site improvements other than trail.
- ☐ **Construction Project:** Construction projects may include new park amenities such as playgrounds, shelters, sport fields, restrooms, and interior trails or connections.
- ☐ **Acquisition Project:** 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 Grants Program Administrator for questions related to allowable projects.

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

Selection Criteria Questions:

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, plans and photos in Part G. Describe how the project will be designed, constructed, and managed. 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 forms in Part E consistent with this narrative.

Currently, Runyon is closed for one school year for roof renovations with funds from the LPS Bond that was passed in 2013. Unforeseen issues were discovered when construction started for the roof and the costs went over the budget, not leaving any money for playground renovations. The playground is closed for safety reasons, and some of the structures have been removed to make way for trucks and equipment. The school building renovation project is expected to be completed by August 2016 in time for students to return to school for the 2016-2017 year. The 460 LPS's students who will benefit from the playground renovations are being housed at Whitman Facility for the current school year. The playground project goal is to replace, improve, and update the playground at Runyon Elementary School by adding new playground structures, and moving two existing playground structures. The ultimate aim is to create an all inclusive playground, with a musical area and outdoor seating areas that will be used by school children, neighborhood families, and local residents. The project will improve the student and community experience by taking the existing playground and creating new spaces with new outdoor structures. The expected results would be an increase of park users and greater diversity of users' ages and abilities.

The existing playground at Runyon Elementary School was installed over 30 years ago, with the exception of a Berliner Climbing Sphere (which will be moved to a new space and repurposed). Currently, the play areas are filled with pea gravel and several stand-alone structures that have outlived their lifespan/warranty of ten years, and are no longer being manufactured. When they break, parts are not available for replacement, creating a dangerous environment. The removal of the play structures leaves less equipment to play on. The entire playground, approximately 15,655 square feet, will be renovated. The new playground was designed by All Around Recreation with input from the planning committee at Runyon Elementary School after they collected information from the school and community. Littleton Public Schools' current policy for awarding contracts for playgrounds is to sole-source, and All Around Recreation is the vendor.

All pea gravel will be removed, and engineered wood chip fibers (safety surfacing), layered over fabric in a 12-inch, naturally compacted depth, will fill play areas to comply

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

with ADA accessibility for individuals with disabilities. Runyon will replace the existing playground structures with appropriate play features for ages 5–12. The scope of the work includes restructuring the sand play area with new borders and a 12' single-post fabric shade. Additionally, an ADA sand table and a 19 linear foot, two-tier curved seat wall will sit in the north play area. 200 square feet of crusher fines will allow for ADA access. A tetherball will be installed, and the asphalt will be painted with four square and hopscotch.

The west play area will have a Henderson wheelchair-accessible custom play structure with spiral, double, twister and starglide slides; spinners; overhead ladder; balance stepping stones; balcony with push panel; vertical climber; transfer station for wheelchairs; site play (eye level games); mini maze wheel and math panel; orbis fitness structures; and overhead play for upper-body fitness ladders, upper body spinners, loop-to-loop monkey bars, and a hilltop climber (see plan in Photos Section G) will be installed in the west play area. This will enable children of all abilities to play together. A second play area will be expanded and will house the relocated Berliner Merkur and hammock (a rope climbing system), also adding a two-bay arch swing with four seat belt swings, a Henderson standup spinner (a favorite new spinning activity with a modern look) for use in an upright position with a non-skid base for safety (spinners keep children active and engaged while they develop core strength, balance and coordination. Spinning is also an example of vestibular play, which is critical to brain development) and a Berliner Cloud 9 swing (an accessible swing which allows several children at one time to fly "on the cloud"). The swing also allows children with special needs to enjoy the swinging movement with other children or a care person. The Berliner slack line is a low to the ground tightrope structure for balance play and more complex stunts which include jumping and turning.

The volleyball court in the west play area will get new volleyball posts and nets with an additional two feet of sand. Four basketball hoops will be installed into the asphalt, and the asphalt will be lined to create two basketball courts. These areas are used during recess and to meet core educational standards in physical education.

A quiet area of the playground will be created in the south play area. This area includes a fallen log balance beam with three log steppers and four boulder steps that will assist in balance skills for all kids (as well as children with special needs) who like to hop and jump. A 473 square feet concrete walk will surround the Freenotes outdoor music area: tuned drums come in a set of five of different heights and sounds; the manta ray has individual chime tubes that are suspended by nylon coated stainless steel cable; the chimes on the two sides are repeated and it has four mallets, making it a great instrument for two people to play magical music together; the Pegasus is a hefty metallophone made with resonated aluminum bars in the key of C major and A minor, which resonates like a gong; and the contrabass chimes are stunning in both their towering appearance and low-resonant tones. The contrabass chimes provide an outdoor music experience through powerful sounds that are both heard and felt. All

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

Freenotes musical instruments are designed to withstand the outdoor elements and will be installed in 1,400 square feet of crusher fines surfacing to inspire the love of music and joyful play, adding a different kind of fun to the playground experience. The area will host a 25-foot fabric sail shade and a two-tiered, 42 linear feet seating wall, which will be installed and attached to the existing gazebo for more outdoor seating, play, and educational opportunities.

Resurfacing of the asphalt will connect all play areas. The asphalt will be scraped three inches down and then resurfaced three inches deep and top coated. It will be stenciled with four square and hopscotch designed to match the school mascot, the Runyon Ram.

Berliner meets and exceeds all current standards and is guaranteed for the full lifetime of the structure; as long as it is installed, it is guaranteed. Orbis fitness attachments and Henderson play structures are designed to meet or exceed the current CAN/CSA Z614, ASTM F1487 and CPSC standards. Henderson is an active participant on both the CAN/CSA Z614 and ASTM F1487 standards. Allied Flo-Coat® galvanized steel tubes, top-quality powder-coat paint finishes, and stainless steel hardware make these structures durable to all weather conditions. Henderson and Orbis have a minimum guaranteed life span of 25 years. The playground structures will be composed of prefabricated materials (when applicable) embedded in the ground and encased in concrete as per the manufacturers' guidelines. The existing equipment will be recycled (if possible) once removed from the site. All proposed improvements will include products made to survive the Colorado weather (fluctuating temperatures, winter freezes, etc.), the high visitor use, and potential vandalism. Henderson and Berliner systems have state-of-the-art manufacturing, producing some of the highest quality net structures, which are certified by the international Playground Equipment Manufacturers Association and exceed any other nets in the industry. LPS has plans in place to maintain these amenities at Runyon.

The design of the playground also took into consideration the Playworks Recess program that the school incorporates into recess and physical education classes. Playworks recess is a set of games that create an environment for every child on the playground to feel included, be active, and build valuable social and emotional skills. Playworks offers an essential opportunity for children to explore their imaginations, to connect with other kids, and to stretch and grow physically, emotionally and socially. Any child is welcome and able to play in any game or engage in free or imaginative play on play structures or components on the playground. Free play has an integral affect not just on physical, social, emotional, and cognitive growth. Keeping kids playing is critical to their happy and healthy development, which has been a driving force in strategically planning this project.

The school often serves as a singular recreation opportunity for children and parents in the community. The playground is adjacent to open space and trails that make it easily accessible and an inviting place to stop and play for those using the trails. The new project will support 460 plus students within the Runyon school, approximately 9,000

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

children between the ages of preschool to 12th grade in the surrounding neighborhood (a two-mile radius) and over 10,000 student athletes through South Suburban Parks and Recreation and Littleton Soccer who utilize the fields. The project will be managed by LPS Operations and the expected completion date of this project is August 2017.

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? Describe the service area for this project (how far will users travel to use the project site).

Runyon Elementary School is part of Littleton Public Schools (LPS). The school has a population of over 460 students (which could increase with new school zoning in the next few years) and includes a special needs population. The school is connected to the community by the Lee Gulch Trails system. The playground provides outdoor park amenities to the local neighborhoods, district sport programs, private sports organizations, and community organizations like SSPRD, Littleton Soccer, Boy Scouts and Girl Scouts, with close to 400 participants on any given day during the appropriate season. The school serves as a singular recreation opportunity for children (over 9,000 school age children with a two-mile radius) and families (close to 16,000 households) in the neighborhood. Looking at intergovernmental agreements with the City of Littleton, SSPRD, and other youth leagues, the estimated number of users would be around 500 on any given day. Over 400 participants from youth and adult leagues play and practice in programed sports on the Runyon playground fields. The new playground will support all the families and spectators who visit to watch families' games, leagues, and tournaments.

Runyon is a neighborhood school located in the Ridgeview, Bellevue Heights, Mountain Range View, Southbridge, and Southbridge Preserves neighborhoods. There are 243,749 residents who live within a five-mile radius of the school connected by the trail system and streets. There are 38,345 residents who live within a two-mile radius of the school, which is considered walking distance. It can be estimated that there are between 38,745 and 243,729 possible users of the playground in the service area. The Lee Gulch Trail provides a significant connection from the Highline Canal Trail near Littleton Hospital to the Platte River Trail. This 4.6 mile trail joins the Mary Carter Greenway to the Big Dry to the Highline, which makes a 14-mile continuous loop. The trail is a combination of crusher fine and concrete surface, so it is highly recommended for cross bikes and walking/running. Along this trail system, users will have direct access to Runyon Elementary School. The Littleton population represents a wide range of ages, ethnicities, economic groups, and households including youth, young adults, married couples, families, and seniors. All playgrounds/ athletic fields in LPS are open to the public before /after school hours, weekends, holidays, and summer. There are signs posted at all LPS playgrounds promoting availability and usage of playgrounds. The new playground will

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

attract resident users of all ages and abilities to enjoy and play together for years to come.

3. 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.

The Runyon playground renovation project was identified by the City of Littleton and Littleton Public Schools based on the age of the playground and the need for a community park. The closest community park is approximately 3.5 miles and does not have the inclusiveness for children of all abilities as the does the proposed project for Runyon. The schools in the City of Littleton were looked at and prioritized by need and location, making the Runyon project a priority. During 2015–2016, Runyon Elementary School is closed for a major roof and interior renovation. The roof structure and abatement of asbestos, which was found after the initial budget was formed, took the renovation plans over-budget, at which time funds were diverted from projects not required by code and contingency budgets to cover the costs, but this left no money for playground upgrades. Students are currently bused to Whitman Facility for the 2015–2016 year and will return to Runyon for the 2016-2017 school year. The project is a part of the local city system-wide master plan: the playground renovation will create an opportunity for more residents of all ages and abilities to play where they live.

A Dynamic Littleton – Policies 1.1: Generate more opportunities for residents to live, shop, and play where they work and to work, shop, and play where they live. An Outdoor Littleton: 2.3: Encourage inviting outdoor activity and gathering places in new developments; 2.4: Expand recreational opportunities and attractions in parks with new facilities for residents of all ages. Consider facilities such as a skate park, paddle boat rental, downtown amphitheater, community gardens, and water features; 2.5: When possible, locate parks and improve access to them so that every residence is within a half-mile radius of a park and has a comfortable and inviting walk or bicycle ride to that park; 2.8: Make the healthy choice the easy choice. A Connected Littleton 3.5: Provide public gathering places and support public enjoyment of these spaces through activities such as parades, fairs, bazaars, sitting, talking, eating, and playing.

4. Discuss the need and urgency for this project and why it is a priority. What opportunities will be lost if this project is not funded now?

Based on community demand, the age of the playground structures, and anticipated increase of the park's use, the proposed needs are a top priority for the school district

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

and the City of Littleton. All playground improvements are needed for the playground to meet current standards and provide more accessible and inspiring experiences for visitors. The City of Littleton has committed to funding a percentage of the project for \$50,000. LPS Operations will match with in-kind funds, and Runyon is committed to contributing \$45,000 for the cash match needed for the project. Most of the existing play structures were installed over 30 years ago and have outlived their ten-year lifespan. The playground is lacking in modern, challenging play equipment and needs updating to meet current ADA standards. The proposed playground renovation improvements will meet these ADA standards, provide age-appropriate play areas, and create more accessibility for students and visitors with/without disabilities. Because of the major renovation at Runyon, during 2015–2016 the playground is closed for safety reasons and has taken a beating. Some pieces have been moved for access to the school and to house construction equipment and supplies and may not be able to be reinstalled as per manufacturer specifications, therefore creating dangerous conditions. The asphalt is cracked and heaving in some areas, which could be a potential dangerous tripping hazard. There are 9,000 school age children (2-mile radius) in the community who would benefit from this renovated playground. The closest park is 3.5 miles away and does not have an inclusive playground to meet the needs of children with disabilities. The community has rallied around the project and been very vocal at City of Littleton meetings in 2014–2015 which led to the priority of the project. There are currently no other grants available that could cover the scope and cost of this grant, and the community would be hard pressed to raise money over the next few years to renovate this project piecemeal. Therefore, if funding was not provided by the Arapahoe County Open Space Grant, these benefits would be lost if this project was not funded.

5. Summarize any 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 section of the Detailed Expense 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.)

Planning for Runyon's playground started in 2014 with a planning grant of \$10,000 from the City of Littleton. A number of neighborhood community meetings were held where the overall concept of the new playground was discussed, and the needs for all students and the community were determined. Playground features/structures were voted on by the students, parents, and community with the use of a photo survey. Student, parents, and neighborhood community members were asked to pick the top three elements they would like to see incorporated into the design of the playground. The survey was shown at a number of PTO meetings to accommodate parents and other community members. The principal, PE teachers, special education teachers, staff, parents, and the district wellness coordinator met once a month to choose features for a new playground based on information collected from students and the neighborhood community. A playground

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

architect was hired to develop conceptual plans. The conceptual plans were given to All Around Recreation, who developed the final plans and budget for the project.

6. Describe how this project will be completed within the two year grant timeframe. Project timeline must begin within 60 days of the award notification. 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 needed 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. If your project is an acquisition, complete the Land Acquisition Narrative Section at the end of Section F. Include detailed costs in Part E.

The design and engineering aspects of the playground are finished and the project is shovel-ready. All Around Recreation will apply for bonds and permits with the City of Littleton. The project does not necessitate a change in zoning. The cost for permits needed by All Around recreation is \$5,000.

In correlation with the project timeline, the Runyon playground renovation project will stay within the two years of being awarded the Arapahoe Open Space Grant Funds. LPS's purchasing department, the director of operations, and the operations staff have discussed the scope of work and have coordinated all aspects of planning, design, and construction of the playground. Designs for the playground are complete and the playgrounds are sole sourced through All Around Recreation. After the award of the Arapahoe Open Space Grant in June 2016, construction is slated to begin in the spring of May 2017. The project is expected to be completed by mid-August 2017.

7. 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. Evidence of a transparent public process will be required. Discuss any objections or opposition to this project and what was done to address concerns. Include any letters, petitions, news articles, or other documents evidencing opposition.

Efforts to obtain public input occurred during the planning process of the playground. Community meetings were publicized to the school community, City of Littleton, SSPRD, and local residents in 2014 when the playground planning process started. The Students and community were surveyed to determine the types of playground structures and environment that was needed. A committee composed of the school principal, physical education teacher, staff, special education teachers, parents, and the district wellness coordinator met with a playground architect to design conceptual plans for the

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

playground based on the collected information. The City of Littleton partnered with LPS for a percentage cash match of the project in 2014 as a priority for the next playground project. There is no opposition to the playground renovation project.

8. 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? Do you 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. Include match from all partners in the Part E Budget. All support letters must be dated within the last six months to be eligible.

100 percent of the cash match is secured from the City of Littleton and fundraising efforts of the PTO at Runyon Elementary School. The City of Littleton has budgeted \$50,000 as a cash match for the playground renovation. The PTO at Runyon has raised \$45,000. LPS Operations and Maintenance will contribute in-kind by adding cement borders around play areas and the removal of old play structures. The project was bid by All Around Recreation and a budget was created. Unless the scope of work changes because of unknown conditions, the project will stay within budget. The City of Littleton understands that any costs or overruns are their responsibility.

9. 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) community support letters should be attached in Part G. All letters should be dated within the last six months.

There is full support from the user groups at Runyon Elementary School, Runyon School Aged Child Care, Littleton Soccer, South Suburban Parks and Recreation District, and the adjacent communities. SSPRD and Littleton Soccer utilize the athletic fields adjacent to Runyon's playground for practices and games with over 10,000 athletes. Depending on the season, over 500 athletic users could visit the playground after school and weekends on a daily basis. The different leagues appreciate the value of having accessible playgrounds in close proximity to the playing fields. Parents/guardians can safely watch one child play in the game while the other plays safely on the nearby playground. Having a playground that meets the current ADA guidelines with updated structures and shelter creates a space where families can gather before, during, and after athletic events.

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

10. 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.

This is a renovation project with a pre-existing playground. There are no scenic, historical, or cultural values affected by this project. The open space and trails connected to the school will not be affected by the renovation, nor will the trees and natural landscaping between the school playground and the open space area.

11. 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.

Runyon Elementary School is owned by Littleton Public Schools. There is encouraged access to the community before and after school hours and on weekends. There is ample parking in the school's parking lot and on adjacent streets. There is also access from Heritage High School on the opposite side of the open space via trails from their parking lot. The Lee Gulch Trail system connects the playground to the neighborhoods and to the Mary Carter Trail, the South Platte trail system, and many community amenities. Littleton Public Schools has an intergovernmental agreement with South Suburban Parks and Recreation District for use of fields for various athletic leagues. There are no encumbrances for use by the community of the playgrounds.

12. 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.

Littleton Public Schools' operations and maintenance department will be responsible for the maintenance and upkeep of the playground, keeping it in high quality condition for its useful life. The annual cost for maintaining the playground is projected to be \$500.00. The estimates were derived from available information, quotes from vendors, and based on past experience for playground maintenance budgets at other schools. The funding for the maintenance of this project is from the annually-funded capital reserve budget for operations and maintenance, with \$75,000 specified for LPS playground maintenance. The budget is reviewed annually and any adjustments for new

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

construction are updated at that time. General (year-round) maintenance provides in-kind support that includes sweeping, grooming of vegetation where appropriate, litter pick up, snow removal, weed management, and routine repair. The school's facility manager and the operations and maintenance department provide routine maintenance of the playground. Runyon Elementary School has motion sensors on the roof to deter any vandalism and has not had any issues in the past. If there is vandalism of the playground, such as tagging structures with paint, the equipment is easily cleaned, and LPS will return all equipment back to its former state. We do not expect an increase of maintenance costs due to vandalism. LPS also carries insurance.

13. Describe how this project addresses inclusivity per the Americans with Disabilities Act guidelines.

Runyon Elementary School has a center-based special education program, which serves students with multiple and significant needs. These students are unable to walk, run, and play on a typical playground. The project addresses inclusivity by creating an ADA-accessible playground with elements that can be used by children of all abilities. Play areas and play structures were strategically picked to address these needs. Crusher fines will be used for access in some areas and engineered wood chip fibers will be used in all play areas to comply with the Consumer Product Safety Commission's guidelines, the American Society for Testing and Materials (ASTM) Standards, and /or ADA accessibility standards.

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

Runyon Elementary School and Littleton Public Schools will educate residents about the importance of the Arapahoe County Open Space Sales Tax Program through a wide range of outreach opportunities and signage. There will be opportunities to include wording and recognition specific to Arapahoe County Open Space Programs, including general information, sales tax benefits, and grant programs via electronic and web-based communication tools. Additionally recognition can be given at all special events and celebrations where acknowledgment information about ACOS programs can be shared. LPS will place standard signage from the county, which the City of Littleton has already purchased, at the entrance of the park. Information will be sent to the school community and a ribbon cutting event recognizing Arapahoe County Open Space Sales Tax Money would be hosted during the school year upon completion of the project.

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

Land Acquisition Qualification Questions

Complete this section ONLY if your project is a Land Acquisition.

Applicants are allowed an additional 3 pages to answer the questions for this section. All applications must include a copy of the Title Commitment and Appraisal for all parcels included in the application (*attached in Part G*). Contact the title company early in the process since it may take some time to get the commitment. Please contact the County Grants Program Administrator if you have any questions or concerns. The following questions cover aspects of the acquisition that ACOS needs information about in order to assess whether ACOS should be involved. Please answer each question to the best of your knowledge. If you don't know an answer, please contact ACOS staff to determine the best way to respond to the question.

1. Transaction Details

- a. Describe the property as it is now, including the number of acres, key features, zoning and current uses. Discuss the planned uses of the property, including a discussion of the envisioned amenities. What makes this property ideal for the proposed amenities? Do current or proposed uses of neighboring properties negatively impact the property's recreational development?
- b. Discuss connectivity to local and regional parks and trail systems? Is this acquisition a critical connection point? If so, please explain.
- c. Describe the structure of the transaction. What is the status of the acquisition or negotiations with the landowner? Are there provisions in the purchase/option contract that are still under negotiation? If so, what? When do you anticipate closing on the property?
- d. What is the appraised or estimated full fair market value of the property? If no appraisal has been done but a purchase price has been determined, how did you arrive at your estimate of value (for example, did a local realtor or appraiser make an educated guess)?

2. Encumbrances

- a. Disclose any known encumbrances on the property. For example, include information on mortgages, utility easements, agricultural or other leases, or liens.

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

- b. Are there any access easements on the property? If so, where are they located and to which neighboring properties do they provide access?
- c. Are there any existing or potential boundary disputes with neighbors? Please mark the location of any easements or boundary disputes on a site map and include it clearly labeled in Part G "Other Attachments".

3. Environmental Hazards

- a. Describe all known historic uses of the property and any hazardous conditions that may exist.
- b. Has a hazardous materials assessment been performed? If so, what were the results? What actions were recommended, if any, and what remedial activities have occurred?

4. Mineral Rights

- a. Have any mineral rights been severed from the surface fee title to the property, including sand and gravel, oil and gas, and other mineral rights? If so, describe the severed rights and identify who currently owns the rights, if current ownership is known. If no, then skip the next two questions.
 - i. Will these rights be acquired or otherwise controlled or restricted when fee title is acquired?
 - ii. Has a professional geologist issued a mineral statement about the possibility of extracting minerals, and if so, what were the results of that opinion?
- b. Are there any active mining permits or leases on the property?
- c. Is there mineral development currently occurring on the property? If so, what kind? Please designate on a map the location of the development and identify which map it is.

5. Experience

- a. Describe the applicant's experience with, and/or any consultations you have had with outside experts, other communities, or knowledgeable individuals about completing an acquisition like this. Who, if anyone, will be assisting with this transaction and how?

APPLICANT: City of Littleton

PROJECT TITLE: Runyon Elementary School Playground Renovation

Part G – Attachments

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 to meet minimum qualifications. One original signed application and one copy must be included for all sections below. Part A through Part G must be included as one complete pdf document on a thumb drive and labeled with the Entity Name, Project Name, Application (ie. ArapahoeCounty.ParkPlan.Application).

- ☒ 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; include Land Acquisition section if applicable*)
- ☒ Part G – Attachments (*Identify each attachment with a table of contents cover page, prepare attachments in the following order and label each attachment page at the top with the listed attachment number and title. Print one original and one copy to submit with Part G. This section does NOT need page numbers.*)
 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 and/or fund-raising efforts are underway; 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 community support (*letters of support – maximum of 5*)
 3. Documentation of opposition and responses (*state if applicable*)
 4. Evidence of commitment from project partners (*cash match/in-kind match support letters/partner support letters – no maximum*)
 5. Photos (*pre-submittal*)
 6. Maps (*Include site map & vicinity map*)
 7. Site Visit Form (*plan and project site visit form with driving directions*)
 8. Evidence of commitment to long-term maintenance, including the maintenance budget and agency capacity to maintain (*letter from management/maintenance agency*)
 9. Evidence of property ownership/legal access (*legal documentation*)
 10. GIS shapefile, if applicable (*include on thumb drive*)
 11. Other (*clearly title: acquisition documentation: appraisal, title commitment, contract option (if applicable) or other supporting documents*)

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

Part G: Attachments - Number 1.

Evidence of support from highest authority (*resolution*)

CITY OF LITTLETON, COLORADO

Resolution No. 03

Series, 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LITTLETON, COLORADO, SUPPORTING AN APPLICATION BY THE
CITY ON BEHALF OF LITTLETON PUBLIC SCHOOLS FOR AN
ARAPAHOE COUNTY OPEN SPACE GRANT FOR PLAYGROUND
IMPROVMENTS AT DAMON RUNYON ELEMENTARY SCHOOL**

WHEREAS, Littleton Public Schools desires to replace outdated playground equipment at Damon Runyon Elementary;

WHEREAS, the city has been cooperating with Littleton Public Schools to address playground improvements at their facilities within the city;

WHEREAS, the proposed playground improvements at Damon Runyon Elementary will address safety, accessibility, and improve the general appeal of the play area and include new play equipment, shade structures, student gardening area, ball courts, music and sand play areas, and seating areas, among other improvements;

WHEREAS, the city council has approved \$50,000 in matching funds in the City's 2016 budget for this project;

WHEREAS, the city will act as the submitting entity for the application and should the grant be funded, will also act as the pass-through administrator of the grant;

WHEREAS, should the project be funded, the city council authorizes the city manager or his designee to sign a grant agreement and grant reports with Arapahoe County; and

WHEREAS, should the project be funded, the city and Littleton Public Schools will enter into a public use agreement for the Damon Runyon Elementary School playground that will ensure public access to the playground outside of school use;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF LITTLETON, COLORADO, THAT:**

The City of Littleton supports and agrees to submit on behalf of Littleton Public Schools a grant application for a 2016 Arapahoe County Open Space funds for playground improvements at Damon Runyon Elementary School.

Resolution No. 03-2016

Page 2 of 2

47 INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the
48 City Council of the City of Littleton, Colorado, on the 5th day of January, 2016, at 6:30 p.m. at
49 the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

50 ATTEST:

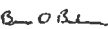
51 DocuSigned by:

52 

53 Wendy Heffner

54 CITY CLERK

DocuSigned by:

55 

56 Bruce O. Beckman

57 MAYOR

58 APPROVED AS TO FORM:

59 DocuSigned by:

60 

61 Kristin Schedorn

62 CITY ATTORNEY

63

Part G: Attachments – Number 2.

Evidence of community Support (letters of support)

I think that Runyon Elementary School should get a new playground. Although I will be at a middle school by the time it has been made, other kids of all ages deserve an enjoyable playground.

To start off, an old playground has a higher chance of breaking, rather than new equipment. A few years ago the older kids broke the bridge and Runyon kids should have a new, bigger, and better one to play on. This would be a lot safer for kids.

Another reason is, kids love new things. It is a written fact that people in general love new things. I know I love new things. I think it would be a good change for the better. Even though next year I will not be there to see it, I am sure it would be a great addition to the school. New roof, new library, new playground, new kids, new year.

Also, I think that if Runyon did get a new playground it would be more refreshing. I think the bright yellow is kind of an eyesore. Anyway it would be awesome! Recess would be more exciting with a newer playground.

I think Runyon Elementary School should have a new playground for everyone to enjoy. Recess is one of the most exciting times of the school day and it's good to make it a better one.

Sincerely,
Grace Wideen in
Mrs. Roesch's class

January 15, 2016

To whom it may concern,

I think that getting a new playground for Runyon would make Runyon better because kids need a lot of movement and a new playground contributes to that. An new playground helps kids get a lot of movement because kids are restless and a new playground gives kids the opportunity to move around. Runyon would also be a better place with a new playground because besides being inside we are always outside. Not to mention, I think that a new playground for Runyon would make it better because it might help kids get more friends. In addition to that, at Runyon we all have our different groups of friends and if we get a new playground I think that kids would find some other friends. Also, a new playground would help Runyon be a better place because it gives a safe environment for kids to play on. What I mean, is at Runyon we had a nice playground until in second grade high schoolers broke the school's playground. So, a new playground would make Runyon better because it's safe to play on. Finally, a new playground would make Runyon a better place because it makes memories. Making memories is very important in your life and a child's life and a new playground makes memories that you can remember for the rest of your life. A new playground for Runyon would get kids moving around, encourages friendships, is safe for kids to play on, and it makes memories. Runyon is a great place, but I think that we could make it better by getting a new playground!

From,

Farrah (5th grader)



**South Suburban
PARKS AND RECREATION**

December 21, 2015

Ms. Lindsey Miller
Open Space Grants Administrator
Arapahoe County Open Spaces
6934 S. Lima Street, Unit A
Centennial, CO 80112

Dear Ms. Miller:

The South Suburban Park and Recreation District has a long history of developing projects in coordination with the Littleton School District and the City of Littleton. We totally support the proposed playground renovation project at Runyon Elementary School. The current playground structures are dated and in poor condition.

The Lee Gulch Trail provides a significant connection from the High Line Canal Trail near Littleton Hospital to the Platte River Trail. The trail is a combination of crusher fines and concrete surfaces, so highly recommended for cross bikes and walking/running. Along this trail, users will have direct access to Ashbaugh, Puma, Horseshoe, Carbone and Ridgewood parks as well as Heritage High School and Damon Runyon Elementary. The playground project also will benefit the leagues who use the fields at Runyon Elementary. As there is no other neighborhood playground, this proposed project will also provide an important and useful amenity to our park users.

Thank you for your consideration. Please call me if you have any questions: 303/798-5131.

Sincerely,

Rob Hanna
Executive Director

RH BC/ds

Administrative Office
6631 S. University Blvd.
Centennial, CO 80121-2913

phone 303.798.5131
fax 303.798.3030
www.sspr.org

Board of Directors
John K. Ostermiller, Chair

Susan M. Rosser
Pamela M. Eller
Michael T. Anderson
Scott A. LaBrash

Executive Director
Rob Hanna



Littleton Soccer Club Founded 1960



"Developing Players for Life"

Ms. Lindsey Miller
Open Space Grants Administrator
Arapahoe County Open Spaces
6934 S. Lima Street, Unit A
Centennial CO 80112

Re: Arapahoe County Open Space, Park and Trail Grant Application for Damon Runyon Elementary School Playground Renovation Project

Dear Advisory Board

On behalf of Littleton Soccer Club and Colorado United Soccer, our organization fully supports the Littleton Public School District in regards to the Arapahoe County Open Space grant for the proposed playground renovations at Damon Runyon Elementary School. Littleton Soccer Club offers youth soccer to boys and girls ages 4-18 to be involved in our sport. We have over 3,300 participants in our program which makes up over 300 teams, and volunteers in our community annually. We are very fortunate to use the athletic fields adjacent to the playground at Damon Runyon Elementary School, for practices and games.

Littleton Soccer Club/Colorado United is a charitable and educational organization formed to organize, advance and foster the sport of soccer for players less than nineteen years of age. More specifically we give every player coach and referee the opportunity to develop his or his skills to the highest level of the individual's ability. We provided a healthy, safe, and enjoyable soccer environment for all participants. We foster honesty, integrity and goodwill within the soccer community and provide educational opportunities to all players, coaches, referees, volunteers and the community at large regarding the sport of soccer.



Littleton Soccer Club
c/o Whitman Elementary Bldg
6557 S Acoma Street
Littleton, Colorado 80120
(Ph) 303.797.0055 (Fax) 303.797.6536
www.littletonsoccer.net



The existing playground equipment at Runyon Elementary is dated and does not provide a full spectrum of activities for all children utilizing the facilities. We absolutely recognize and appreciate the value of having a nice playground, shelter and seating in close proximity to the athletic fields so parents/guardians of multiple aged children can watch one child play a game while the other is playing safely on the nearby playground. Renovating the 30+ year old playground to meet current ADA guidelines and safety standards as well as providing a larger, more modern playground and shade shelter would be a tremendous benefit to the participants and parents of our soccer club.

We at Littleton Soccer Club/Colorado United support the application for the Arapahoe County Open Space Grant to renovate the playground at Damon Runyon Elementary School.

Sincerely,



Pete Barrett
Executive Director



Littleton Soccer Club
c/o Whitman Elementary Bldg
6557 S Acoma Street
Littleton, Colorado 80120
(Ph) 303.797.0055 (Fax) 303.797.6536
www.littletonsoccer.net





We Bulld Trails!

December 17, 2015

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

RE: Runyon Elementary School Playground Renovation Project

Dear Advisory Board,

On behalf of the South Suburban Park Foundation, please accept this letter demonstrating our support for the proposed renovation project supporting Runyon Elementary School.

The South Suburban Park Foundation lead the development of the Lee Gulch Trail which provides a vital east/west connection from the South Platte River Trail/Mary Carter Greenway to significant community amenities including Runyon Elementary School.

The Foundation supports the proposed playground renovation project since its current condition is extremely dated and in poor condition. A new, improved and relevant play structure and area would benefit the student body as well as the surrounding community.

The Foundation strongly supports the proposed project that will enhance the school, neighborhood and south metro trail and greenway system. We are confident the project partners; the South Suburban Park and Recreation District, the City of Littleton and the Littleton Public School District will be a successful team given their long history of successful partnerships.

The Foundation recommends Arapahoe County consider funding this project to enhance the experience of trail users.

Sincerely,

A handwritten signature in black ink that reads "Carrie McLaughlin". The signature is fluid and cursive, with the first name "Carrie" and last name "McLaughlin" clearly distinguishable.

Carrie McLaughlin, Board Chair
South Suburban Park Foundation

Part G: Attachments - Number 3.

Documentation of opposition and responses: No Oppositions.

Part G: Attachments - Number 4.

Evidence of commitment from project partners



Office of the City Manager
2255 W. Berry Avenue
Littleton, Colorado 80120
303-795-3720

December 15, 2015

Arapahoe County Open Space and Trails Advisory Board
6934 S. Lima Street, Unit A
Centennial, Colorado 80112

Re: Grant Application for Runyon Playground Improvements

Dear Ladies and Gentlemen:


The City of Littleton is pleased to support and partner with the Littleton Public School District to playground improvements at Runyon Elementary.

The Runyon playground functions as a community park space when school is not in session and this proposal presents a great value in service provision by public entities through addressing both school and community needs.

The City of Littleton has committed \$50,000 in matching funds for purposes of this grant application. In its 2016 budget will serve as the submitting entity on behalf of the Littleton Public School District.

We respectfully request your support.

Sincerely,



Michael Penny
City Manager



Damon Runyon Elementary School
6557 South Acoma Street
Littleton, Colorado 80120
303-347-4650
Fax: 303-347-4670

January 14, 2016

Ms. Lindsey Miller
Open Space Grants Administrator
Arapahoe County Open Spaces
6934 S. Lima Street, Unit A
Centennial, CO 80112

Re: Arapahoe County Open Space, Park and Trail Grant Application for the Damon Runyon Elementary School Playground Renovation Project.

Dear Advisory Board:

On behalf the Damon Runyon Elementary School students, staff and community, I would like you to know of my total support of the Littleton Public School District with regard to the proposed playground renovations at Runyon Elementary. We have 465 students who use our playground and the adjacent athletic fields everyday. We also share the playground and fields in the fall and spring with South Suburban, Littleton Soccer and TGA athletic activities.

With the help of the Arapahoe County Open Space Grant, we would be better able to provide our students and our community with an updated playground that would be inclusive to all members of the community. Runyon, as a school, will provide \$20,000.00 toward the building of our new playground.

We most assuredly recognize and appreciate the value of having a nice playground, shelter and seating. Not only do our students use the playground continually throughout the school day, and our before and after child care program uses it in the evenings and during their summer program. Renovating our 30 year old playground to meet current ADA guidelines and safety standards as well as providing a larger, more modern playground and shade shelter for our students and community will have a far-reaching and positive impact on the physical, social and behavioral needs of our students and community.

As principal of Damon Runyon Elementary School, I fully support our application for the Arapahoe County Open Space Grant. Thank you so much for your consideration.

Sincerely,

A handwritten signature in black ink that reads 'Trudy Meisinger' in a cursive script.

Trudy Meisinger
Principal



Damon Runyon Elementary School
6557 South Acoma Street
Littleton, Colorado 80120
303-347-4650
Fax: 303-347-4670

December 14, 2015

Ms. Lindsey Miller
Open Space Grants Administrator
Arapahoe County Open Space
6934 Lima St., Unit A
Centennial, CO 80112

RE: Arapahoe County Open Space, Park and Trail Grant Application for Runyon Elementary School Playground Renovation Project

Dear Advisory Board,

The Runyon Parent Teacher Organization (PTO) wholeheartedly supports the Littleton Public School District's application for the proposed playground renovation project at Runyon Elementary School. Our mission is to strengthen and build our Runyon community and to raise funds in support of our school. We serve a school community of over 500 students and faculty.

The current playground is over 20 years old and has been well loved and used. As a result, the structure(s) are worn and failing and do not meet current safety or ADA standards. One of the driving forces for the playground and area of greatest need is with our special needs student population. Runyon has a large student population of children with disabilities who currently cannot utilize the playground because it is inaccessible. It is essential that we provide a positive playground experience for the entire school population, including those with disabilities. The proposed playground will be 100% accessible to all children!

Runyon is located in the middle of a neighborhood, surrounded by houses. Our playground serves as the neighborhood park and playground for the community who can easily walk or bike to this location. The playground is accessible from the Lee Gulch Trail and is one of only two playgrounds within the boundaries of Broadway to Sante Fe between Ridge Road and the Highline Canal.

Runyon parents and teachers have already raised and committed \$10,000 toward this important project. We have another fundraiser planned in 2016 solely for the benefit of the playground and we plan to commit another \$25,000. This is a significant amount of money for one PTO project, but we are passionate in our support for this long term school and community investment.

Thank you for your thoughtful consideration of our application. We urge you to support this initiative!

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle Nierling".

Michelle Nierling
Runyon PTO Co-President

A handwritten signature in black ink, appearing to read "Melanie Langer".

Melanie Langer
Runyon PTO Co-President

Part G: Attachments – Number 5

Part A. Photos (pre-submittal)

Existing Playground Photos of all Play Areas

Runyon Elementary School Playground Existing North Play Area



Runyon Elementary School Existing West Play Area 1



Runyon Elementary School Playground Existing West Area 2



Runyon Elementary School Playground Existing West Play Area 3



Runyon Elementary School Existing West Play Area 3



Runyon Elementary School Playground Existing South Play Area



Runyon Elementary School Playground Existing South Play Area



Runyon Elementary School Playground Existing Asphalt



Part G: Attachments - Number 5.

Part B. Conceptual Photos (proposed equipment)



Henderson
SCHOOL SUPPLY

Runyon Elementary

Littleton, CO

CO-3498

12-12-2015





Henderson

Runyon Elementary

Littleton, CO





Henderson

Runyon Elementary

Littleton, CO





Runyon Elementary

Shelton, CT



Henderson





Berliner Seilfabrik

Henderson

Runyon Elementary

Littleton, CO

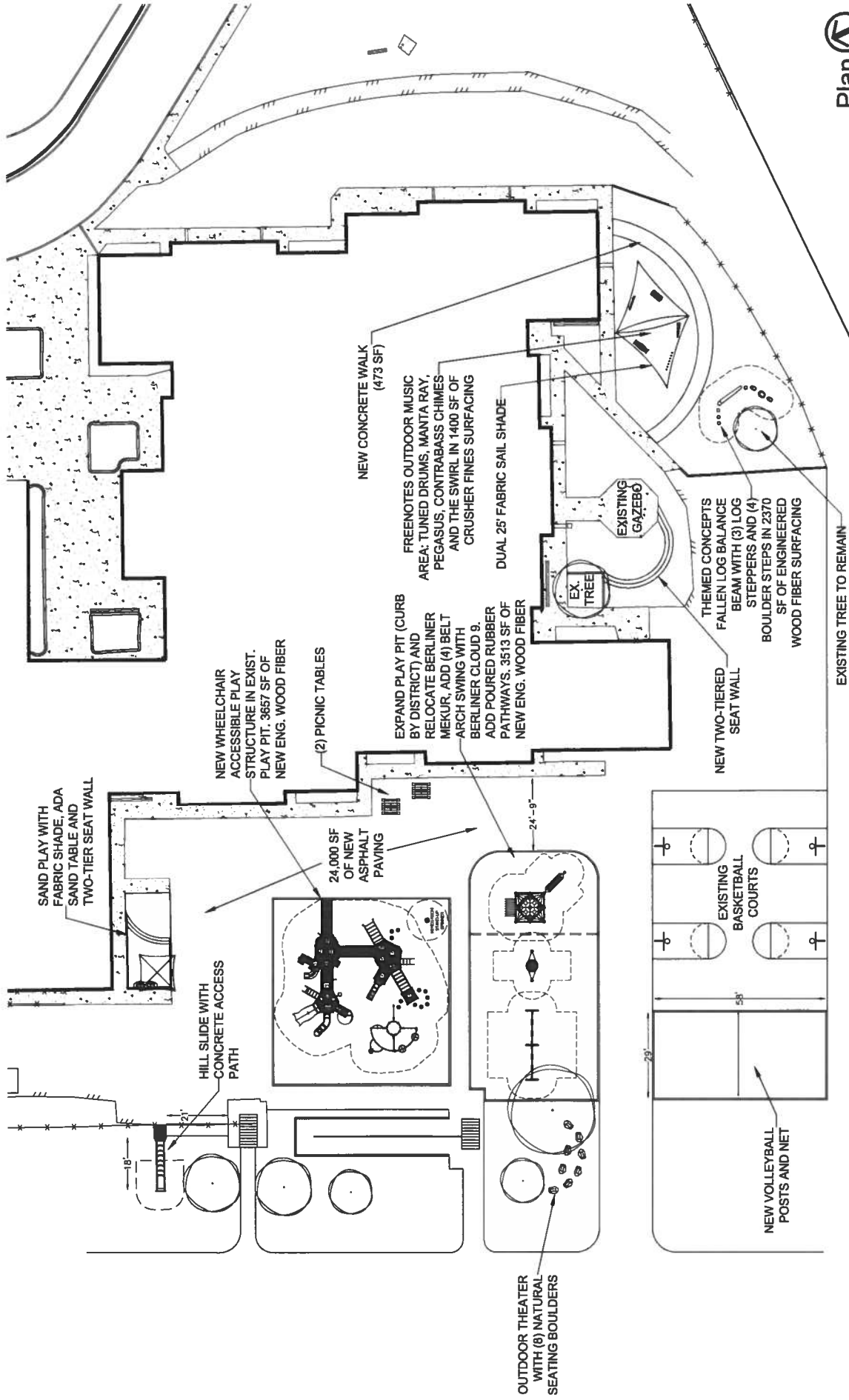


All Around Recreation
LLC

12-2-2015

Part G: Attachments – Number 6.

Maps (site Map and vicinity Map)



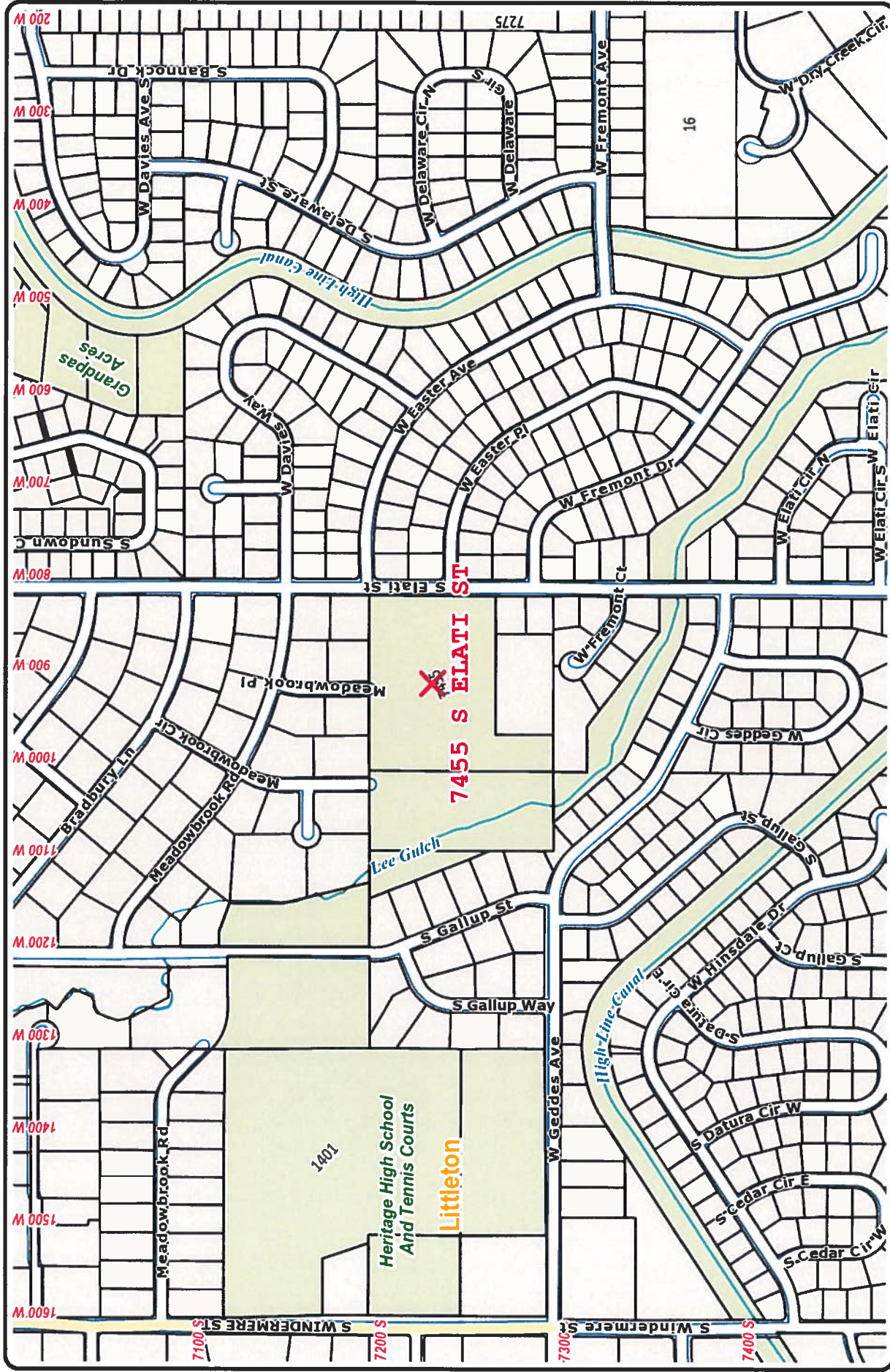
Plan

All Around Recreation Centennial, CO v: 720-270-5879 u.s. f: 303-798-0281	RUNYON ELEMENTARY SCHOOL			Job # CO-2493	Sheet: 1 of 1
	LITTLETON, CO			Scale: 1" = 30'-0"	Designer: TKA
				Date: 11/19/2015	Revision:

[illegible]

Job # CO-2493	Sheet: 1 of 1
Scale: 1/8" = 1'-0"	Designer: TKA
Date: 12/1/2015	Revision:

Plan 



Runyon Elementary School

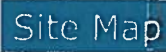
ARAPAHOE COUNTY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THIS MAP OR THE DATA THAT IT DISPLAYS. ARAPAHOE COUNTY ASSUMES NO RESPONSIBILITY OR LIABILITY TO ANY USER. THIS MAP IS NOT A LEGAL DOCUMENT. IT IS INTENDED TO SERVE AS AN AID IN GRAPHIC REPRESENTATION ONLY.



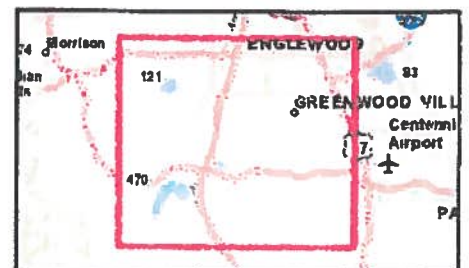
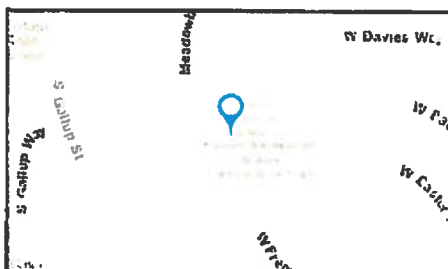
Generated by Arapahoe County's **ArapaMAP**



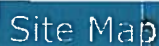
Map Location



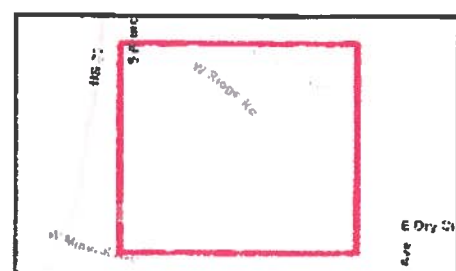
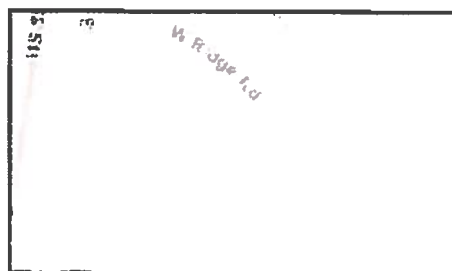
Prepared by EsrIT45!



December 16, 2015



Prepared by Esri



2016 ACOS Grant Applicant Site Visit Form

City of Littleton

Standard Grant Site Improvement Project

Name of Applicant

Grant Category and Type

Runyon Elementary School Playground Renovation

Title of Grant

Mike Braaten, Deputy City Manager

Primary Contact Name

mbraaten@littletongov.org 303-795-3732

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. Runyon Elementary School 7455 S. Elati Street Littleton Colorado 80120
2. Head toward E. Easter Ave on S. Lima Street, turn right onto E. Easter Ave. for .5 mi. Turn left onto S. Havana Street, continue on E. Dry Creek Road for 5.9 mi. Keep right on E. Dry Creek Rd, turn right onto S. Broadway St for .2 mi. Turn Left onto W. Fremont Avenue for .3 mi. Turn right onto W. Easter Avenue for .3 mi, and then turn left onto E. Elati Street
Destination will be on your right.
3. Yahoo driving directions are attached with map.
4. There is ample parking along the street; the parking lot might be full due to construction at the site.
5. We will meet you on the East side of the school by the parking lot, where we will be directed to the main construction office if hard hats and gear are still required by the date of the site visit.

12/16/2015

Driving directions to 7455 S Elati St, Littleton, CO 80120-4106 on Yahoo Maps, Driving Directions and Traffic

Map & Directions

Map Only

Directions Only

Print

3 5 Hotels in Littleton CO booking.com/Littleton-Hotels Half-Price Hotels! Book your Hotel in Littleton CO

Ad

YAHOO!
MAPS

A 6934 S Lima St, Englewood, CO 80112-3881

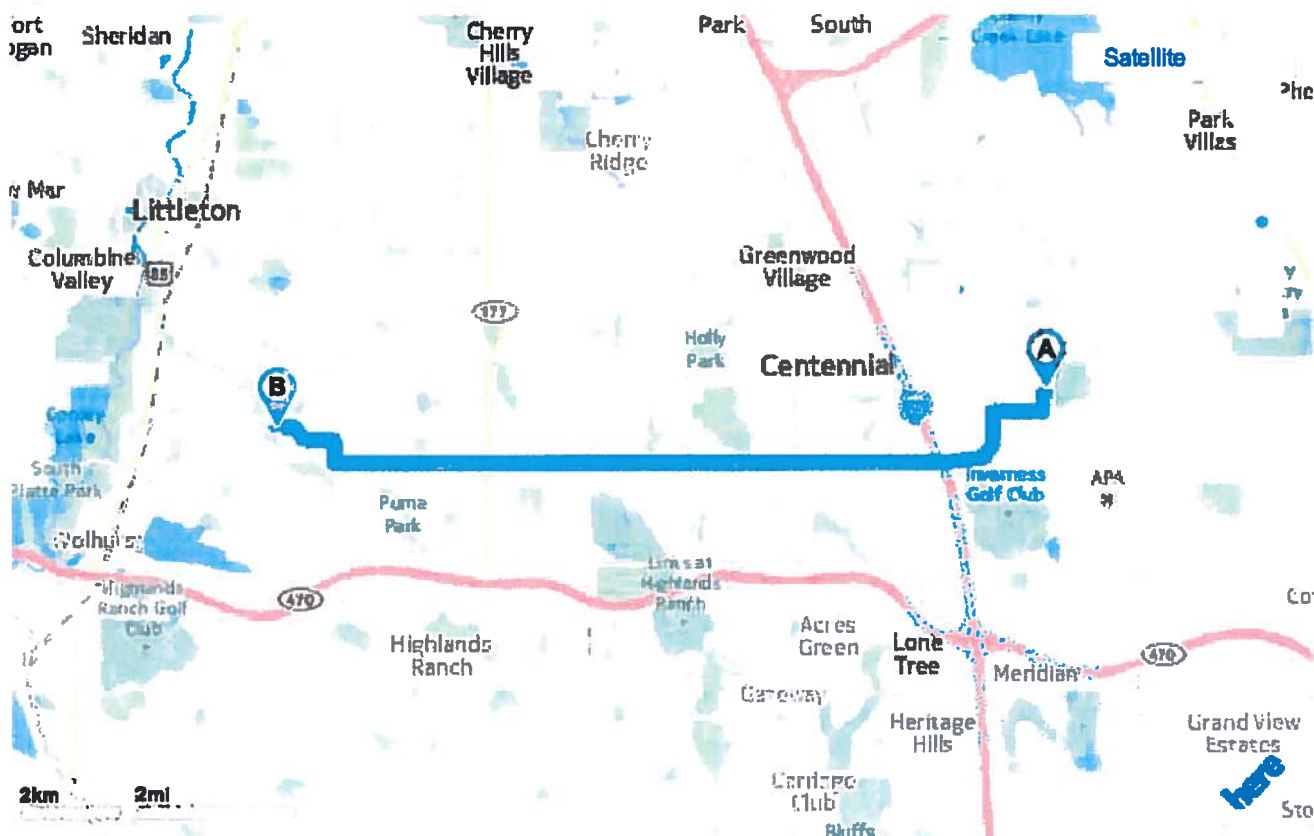
Enter notes here

B 7455 S Elati St, Littleton, CO 80120-4106

255

Total Distance: 8.43 mi — Total Time: 24 mins

Map Layout (e)



A 6934 S Lima St, Englewood, CO 80112-3881

Expand All

Head toward E Easter Ave on S Lima St

Go for 0.2 mi

Hide

➡ Turn right onto E Easter Ave

Go for 0.5 mi

Hide

⬅ Turn left onto S Havana St

Go for 0.5 mi

Hide

Continue on E Dry Creek Rd

Go for 5.9 mi

Hide

12/18/2015

Driving directions to 7455 S Elati St, Littleton, CO 80120-4106 on Yahoo Maps, Driving Directions and Traffic



Keep right onto E Dry Creek Rd

Go for 0.5 mi

[Hide](#)



Turn right onto S Broadway St

Go for 0.2 mi

[Hide](#)



Turn left onto W Fremont Ave

Go for 0.3 mi

[Hide](#)



Turn right onto W Easter Ave

Go for 0.3 mi

[Hide](#)



Turn left onto S Elati St

Go for 157 ft

[Hide](#)

Arrive at S Elati St.

[Hide](#)



7455 S Elati St, Littleton, CO 80120-4106

[Expand All](#)

When using any driving directions or map, it is a good idea to double check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning

Part G: Attachments – Number 7.

Site Visit Form (plan and project site visit with driving instructions)

Part G: Attachments – Number 8.

Evidence of commitment to long-term maintenance (letter from management/maintenance agency)



Education Services Center
5776 South Crocker Street
Littleton, Colorado 80120-2094
303-347-3300
www.littletonpublicschools.net

December 9, 2015

Lindsey Miller
Open Space Grants Administrator
Arapahoe County Open Spaces
6934 South Lima Street, Unit A
Centennial, CO 80112

Dear Ms. Miller and Open Space Advisory Board:

The City of Littleton and Littleton Public Schools are submitting an Arapahoe County Open Space Grant for Runyon Elementary School's playground renovation project. As a part of the grant application, a letter committing the district to maintenance of the project is required. This letter shall serve as evidence that Littleton Public Schools is committed to maintaining the Runyon Elementary playground renovations. Grounds upkeep and maintenance is an annually-budgeted item.

Sincerely,

A handwritten signature in dark ink, appearing to read "D-Doney", is written above the typed name.

Diane Doney
Assistant Superintendent of Business Services/Chief Financial Officer
Littleton Public Schools

Part G: Attachments – Number 9.

Evidence of property ownership/legal access (legal documentation)

New Search

Printer Friendly

PIN:	032198923	Treasurer's Tax Information
AIN:	2077-28-4-00-012	
Situs Address:	7455 S Elati St	Sales by Tax Year and Neighborhood
Situs City:	Littleton	2015/2016
	*Photo Sketch	2013/2014
	View Parcel Map	2011/2012
		2009/2010
Full Owner List:	Arapahoe County School Dist #6	2007/2008
Ownership Type:	Fee Simple Ownership	2005/2006
Owner Address:	5776 S Crocker St	Complete Neighborhood Sales Information History
City/State/Zip:	Littleton, CO 80120-2012	
		Tax District Levies
Neighborhood:	Englewood Ind Area	
Neighborhood Code:	3537.00	
Acreage:	6.5000	
Land Use:	School:K-12/Other	
Legal Desc:	E 940 Ft Of S 1/2 Of Ne 1/4 Of Se 1/4 Ex Tr 209 Ft N & S X 521 Ft E & W In Se Cor & Ex Wly 280.66 Ft M/L 28-5-68	

	Total	Building	Land
2015 Appraised Value	5,311,641	3,188,091	2,123,550
2015 Assessed Value	1,540,376	924,546	615,830
		2015 Mill Levy:	84.204
Building	Building 1	Attributes	Recorded
		Quality Grade	Average
		Improvement Type	School:K-12/Other
		Architectural	Classroom
		Floors	1.00
		Year Built	1969
		Exterior Wall	Masonry Veneer
		Construction Type	B - Reinforced Concrete Frame
Area	Building 1	Description	SqFt
		Gross Building Area (Commercial)	46124
		Bldg Total Area:	46124
Land Line	Units	Land Value	Land Use
	6.5000 AC	2,123,550	Recreation

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

* Not all parcels have available photos / sketches.

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

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 any inconvenience.

[New Search](#)

Layers	Locate	Query	2016	2017
Drill-Down Information				
Parcel				
Addr: 7455 S ELATI ST				
Owner: ARAPAHOE COUNTY SCHOOL DIST #6				
2077-28-4-00-012				
Assessor Tax Map				
2077-28-4				
Jurisdiction				
LITTLETON				
Voting Precinct				
168				
Sales Tax				
LITTLETON - 7.25%				
Tax Area Group				
0747				
2010 DPIRM Panel				
http://gis.arapahoegov.com/Scanned				
Census Tract				
Census Tract 56.24				
Census Block Group				
Block Group 1 (part)				
Census Block				
Block 1010				
County Commissioner				
Nancy Doty				
Littleton District				
Phil Cernanec				
Littleton District				
Bruce Beckman				
Littleton District				
Peggy Cole				
Littleton District				
Doug Clark				
U.S. Congress				
Mike Coffman				
Colorado Senate				
Linda Newell				



No Parcels found

Locate Address - Enter an address in the search form and follow instructions

Scale: 1:2500

Screen DPI: 96

Latitude: 39° 35' 15.82" N

Longitude: 105° 0' 8.76" W

Recorded at... 7 1/2 o'clock A.M.

MAY - 2 1961

Rogon

Reception No. 259796

MARJORIE PAGE

BOOK 1256 PAGE 435

THIS DEED, Made this 28th day of April
in the year of our Lord, one thousand nine hundred and sixty-one
between K.M. & S. CONSTRUCTION CO.,

a corporation duly organized and existing under and by virtue of the laws
of the State of Colorado of the first part, and
ARAPAHOE COUNTY SCHOOL DISTRICT NO. 6,
a corporation duly organized and existing under and by virtue of the laws
of the State of Colorado of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of
TEN (\$10.00) DOLLARS and other valuable considerations
to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby
confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents does grant, bargain,
sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following
described lots or parcel of land, situate, lying and being in the County of Arapahoe
and State of Colorado, to-wit:

The East 940 feet of the South 1/2 of the Northeast-quarter (NE 1/4)
of the Southeast-quarter (SE 1/4) of Section 28, Township 5 South,
Range 68 West, Arapahoe County, Colorado, except that part
described in Warranty Deed recorded December 27, 1947, in Book 596
at Page 429, described as follows: Beginning at a point in the
Southeast corner of the South 1/2 of the Northeast-quarter (NE 1/4)
of the Southeast-quarter (SE 1/4) of Section 28, Township 5 South,
Range 68 West; thence West 521 feet; thence North 209 feet; thence
East 521 feet; thence South 209 feet; and except rights-of-way
and easements of record.

TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise
appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all
the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or
equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the
said party of the second part, its successors and assigns forever. And the said

K. M. & S. Construction Co.,

party of the first part, for itself, its successors and assigns, doth covenant, grant, bargain and agree to and with the
said party of the second part, its successors and assigns, that at the time of the enrolling and delivery of these pres-
ents it is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of
inheritance, in law, in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell and
convey the same in manner and form aforesaid, and that the same are free and clear from all former and other
grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever; except
taxes for 1961 due in 1962;

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its suc-
cessors and assigns against all and every person or persons lawfully claiming or to claim the whole or any part
thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto sub-
scribed by its President, and its corporate seal to be hereunto affixed, attested by its Assistant
Secretary, the day and date first above written.

K. M. & S. CONSTRUCTION CO.,

a Colorado corporation

By Gordon W. Kinney President.

Mary A. Waggoner
Assistant Secretary.
STATE OF COLORADO,
County of Arapahoe

The foregoing instrument was acknowledged before me this 28th day of April

Gordon W. Kinney

as

President and

Mary A. Waggoner

as Assistant

Secretary of

K. M. & S. Construction Co., a Colorado corporation.

a corporation.

My notarial commission expires April 2, 1962

Witness my hand and official seal.

Francis M. Kelly
Notary Public.

WARRANTY DEED - Corporation to Corporation.

Bradford Robinson Fig. Co., Mfrs. Robinson's Legal Blanks, 1824-46 Stout St., Denver, Colo.

EX-100-1111

No. **759796**

WARRANTY DEED

H. M. & J. Christensen, S.

TO

Angela County School District No. 6

STATE OF COLORADO,

County of **SARAHOF**

I hereby certify that this instrument was

filed for record in my office this

day of **MAY - 2 1961**

A. D. 19

at **12:26 o'clock P. M.**, and duly recorded

Book **1256**, Page **435**

Marjorie Page

Register

By *Paul M. M. M. M.*

Deputy

Fee \$ **1.25**

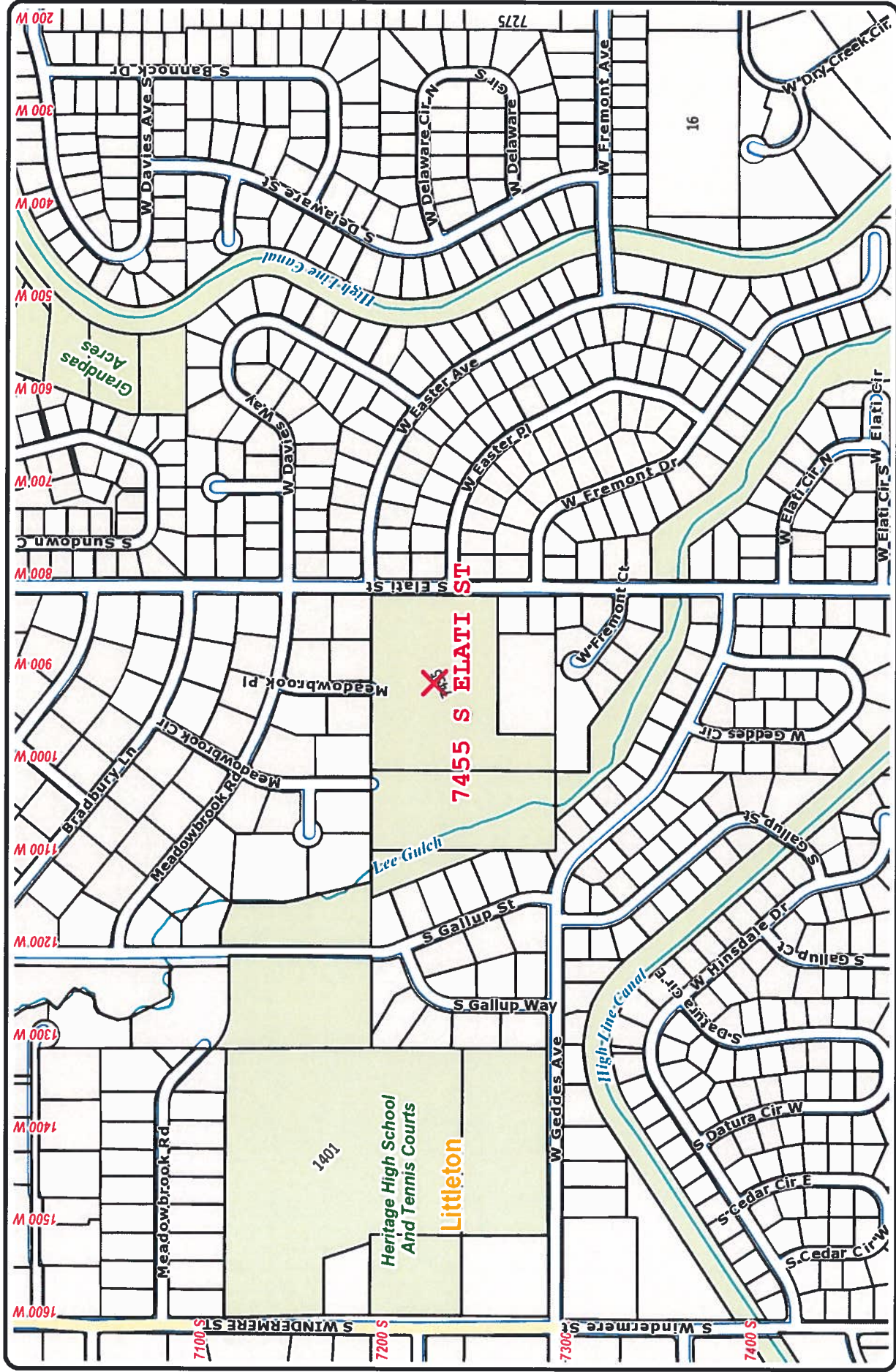
Richard H. Simon

*5311 So. Blunt
Englewood, Colo.*



Part G: Attachments – Number 10.

GIS Shapefile



Runyon Elementary School

ARAPAHOE COUNTY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THIS MAP OR THE DATA THAT IT DISPLAYS. ARAPAHOE COUNTY ASSUMES NO RESPONSIBILITY OR LIABILITY TO ANY USER. THIS MAP IS NOT A LEGAL DOCUMENT. IT IS INTENDED TO SERVE AS AN AID IN GRAPHIC REPRESENTATION ONLY.

Generated by Arapahoe County's ArapaMAP



Map Location

Map Generated On: 1/11/2016



ARAPAHOE COUNTY
PROTECT. CONNECT. ENJOY.

May 24, 2016

City of Littleton
Mike Braaten
2255 West Berry Avenue
Littleton, CO 80120

Re: Runyon Elementary School Playground Renovation Standard Grant

Dear Mike,

The Arapahoe County Open Space Grant Program is pleased to inform the City of Littleton that the Spring 2016 Runyon Elementary School Playground Renovation Standard Grant application has been approved for funding in the amount of \$282,029.

In the next few days you will receive an email containing instructions and next steps to processing the project award.

We look forward to working with you in making this project a reality!

Sincerely,

Lindsey Miller
Grants Program Administrator
Arapahoe County Open Spaces
720-874-6724
lmiller@arapahoe.gov

CITY OF LITTLETON, COLORADO

Resolution No. 03

Series, 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LITTLETON, COLORADO, SUPPORTING AN APPLICATION BY THE
CITY ON BEHALF OF LITTLETON PUBLIC SCHOOLS FOR AN
ARAPAHOE COUNTY OPEN SPACE GRANT FOR PLAYGROUND
IMPROVEMENTS AT DAMON RUNYON ELEMENTARY SCHOOL**

WHEREAS, Littleton Public Schools desires to replace outdated playground equipment at Damon Runyon Elementary;

WHEREAS, the city has been cooperating with Littleton Public Schools to address playground improvements at their facilities within the city;

WHEREAS, the proposed playground improvements at Damon Runyon Elementary will address safety, accessibility, and improve the general appeal of the play area and include new play equipment, shade structures, student gardening area, ball courts, music and sand play areas, and seating areas, among other improvements;

WHEREAS, the city council has approved \$50,000 in matching funds in the City's 2016 budget for this project;

WHEREAS, the city will act as the submitting entity for the application and should the grant be funded, will also act as the pass-through administrator of the grant;

WHEREAS, should the project be funded, the city council authorizes the city manager or his designee to sign a grant agreement and grant reports with Arapahoe County; and

WHEREAS, should the project be funded, the city and Littleton Public Schools will enter into a public use agreement for the Damon Runyon Elementary School playground that will ensure public access to the playground outside of school use;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF LITTLETON, COLORADO, THAT:**

The City of Littleton supports and agrees to submit on behalf of Littleton Public Schools a grant application for a 2016 Arapahoe County Open Space funds for playground improvements at Damon Runyon Elementary School.

Resolution No. 03-2016

Page 2 of 2

47 INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the
48 City Council of the City of Littleton, Colorado, on the 5th day of January, 2016, at 6:30 p.m. at
49 the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

50 ATTEST:

51 DocuSigned by:

52 

53 Wendy Heffner

54 CITY CLERK

55

56 APPROVED AS TO FORM:

57 DocuSigned by:

58 

59 Kristin Schedorn

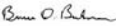
60 CITY ATTORNEY

61

62

63

DocuSigned by:



Bruce O. Beckman

MAYOR



Staff Communication

File #: Resolution 33-2016, **Version:** 1

Agenda Date: 07/05/2016

Subject:

A resolution approving an intergovernmental agreement regarding a 2016 grant of Arapahoe County Open Space Program Funds for Phase 1 River Integration at Hudson Gardens

Presented By: Mike Braaten, Deputy City Manager

POLICY QUESTION:

Does city council support adoption of an Intergovernmental Agreement (IGA) with Arapahoe County to receive grant funds to implement the first phase of Hudson Garden's River Integration Project?

BACKGROUND:

City council approved the submission of a grant application, at the request of Hudson Gardens, to fund the first phase of the River Integration Project. Staff was notified on May 24, 2016 that the project was awarded \$400,000 in funding from Arapahoe County Open Space.

STAFF ANALYSIS:

This is the standard IGA required by the county to accept grant funds from the Open Space Program.

FISCAL IMPACTS:

In the 2015 budget, the city council approved \$400,000 in open space matching funds for the project. The city staff will act as the administrative agent for the grant.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

PROPOSED MOTION:

I move to approve the resolution adopting an IGA with Arapahoe County to receive grant funds to implement Phase 1 of the Hudson Gardens River Integration Project.

1 **CITY OF LITTLETON, COLORADO**

2
3 **Resolution No. 33**

4
5 **Series, 2016**

6
7 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON,**
8 **COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH**
9 **ARAPAHOE COUNTY REGARDING 2016 GRANT OF ARAPAHOE COUNTY OPEN**
10 **SPACE PROGRAM FUNDS FOR PHASE 1 RIVER INTEGRATION AT HUDSON**
11 **GARDENS**

12 **WHEREAS,** the council may, by resolution, enter into contracts with other
13 governmental bodies to furnish or receive government services, to make or pay charges for such
14 services or enter into cooperative or other joint activities with other governmental bodies;

15
16 **WHEREAS,** the city council desires to participate in Arapahoe County's Open
17 Space Program Funds; and

18
19 **WHEREAS,** the program requires the City of Littleton enter into an
20 intergovernmental agreement with Arapahoe County to set forth the parties duties and
21 responsibilities with respect to the programs;

22
23 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF**
24 **THE CITY OF LITTLETON, COLORADO, THAT:**

25
26 The Intergovernmental Agreement Between Arapahoe County and the City of Littleton
27 regarding a 2016 grant of Arapahoe County Open Space Program Funds for Phase 1
28 River Integration at Hudson Gardens is approved.

29
30 **INTRODUCED, READ AND ADOPTED** at a regularly scheduled meeting of the
31 City Council of the City of Littleton, Colorado, on the 5th day of July, 2016, at 6:30 p.m. at the
32 Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

33 **ATTEST:**

34
35 _____
36 Wendy Heffner
37 CITY CLERK

35 _____
36 Bruce Beckman
37 MAYOR

38
39 **APPROVED AS TO FORM:**

40
41 _____
42 Kristin Schledorn
43 CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT REGARDING
2016 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS
PROJECT NAME: PHASE I RIVER INTEGRATION AT HUDSON GARDENS**

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

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

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

WHEREAS, on May 25, 2016 the County approved the Grantee's Grant Proposal for the Phase I River Integration at Hudson Gardens ("Grant Project"), which is attached hereto and incorporated by reference herein as Exhibit A, subject to the execution of an intergovernmental agreement and subject to the terms and conditions contained herein; and

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

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

1. Amount of Grant. The County hereby awards Grantee an amount not to exceed **\$400,000** ("Grant Funds") for the Grant Project from the Arapahoe County Open Space Fund.
2. Use of Grant Funds. The Grantee agrees that it shall only use the Grant Funds for the Grant Project, as described in Exhibit A.
3. Disbursement of Grant Funds. Subsequent to execution of this Agreement, the Grant Funds shall be paid via ACH transfer on a reimbursement basis upon receipt of the approved status report and documentation of expenditures as outlined in Paragraph 10 below and no more often than bi-annually. No more than 75% of the grant funds will be reimbursed prior to the Final Report approval. The final 25% of grant funds will be reimbursed following the project inspection and review and approval of the Final Report and project deliverables.
4. Time for Use of Grant Funds. The Grantee agrees that the Grant Project must begin within 60 days of the award notification. The Grantee agrees that the Grant Project will be completed and the Grant Funds will be expended by no later than

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

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

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

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

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

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

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

and

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

and

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

and

GRANTEE:

City of Littleton
2255 W. Berry Ave.
Littleton, CO 80120

24. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.
25. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.
26. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.
27. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
28. Assignment. The rights, or any parts thereof, granted to the Parties herein may be assigned only with the prior written consent of the non-assigning party.
29. Extent of Agreement. This Agreement constitutes the entire agreement of the Parties hereto. The Parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.
30. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

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

DATED this _____ day of _____, 201__.

ATTEST:

GRANTEE:

By: _____
Name
Title

By: _____
Name
Title

ATTEST:

COUNTY OF ARAPAHOE
STATE OF COLORADO

By: _____
Name
Title

By: _____
Shannon Carter, Director, Intergovernmental
Relations and Open Spaces
Pursuant to Resolution No. 160097

APPLICANT: City of Littleton
PROJECT TITLE: Phase I River Integration at Hudson Gardens

Exhibit A

2016 Arapahoe County Open Space Grant Application *for Standard and Small Grants* Part A – Application Summary Form

Applicant Information	
Name: City of Littleton	
Address: 2255 West Berry Avenue, Littleton CO	
Primary Contact: Mike Braaten	Title: Deputy City Manager
Telephone: (303) 795-3732	
Email: mbraaten@littletongov.org	

ORIGINAL

Primary Partner Information	
<i>(Additional partners should be discussed in Part F: Project Details, Question 13 of the application.)</i>	
Name: The King C. Hudson and Evelyn Leigh Hudson Foundation, Inc.	
Address: 6115 S. Santa Fe Drive, Littleton CO 80120	
Contact: Rich Meredith	Title: Chief Executive Officer
Telephone: (303) 797-8565 extension 307	
Email: rmeredith@hudsongardens.org	
Partner Responsibilities: Planning, design, construction implementation, ongoing operations and maintenance	

Project Information	
Grant Category: Standard	
Project Type: Trail	
Project Title: Phase I River Integration at Hudson Gardens	
Address: 6115 S. Santa Fe Drive, Littleton Co 80120	
City or Unincorporated Arapahoe County: City of Littleton	
GPS Coordinates: 39° 36'20.86"N 105°1'24.51"W	
Grant Request: \$400,000	
Cash Match Total: \$532,238	Percentage of Total Project: 57%
Total Project Amount: \$932,238	

Executive Summary: The Hudson Gardens & Event Center ('Hudson Gardens') is a 30-acre multiuse facility that serves as a destination for people throughout the Denver metropolitan area. It welcomes nearly 160,000 guests annually who visit for a variety of purposes including recreational opportunities, social gatherings, access to nature, learning opportunities, and entertainment experiences. Since opening in 1996, it has evolved from a gated facility with controlled entry points to a public open space that offers free admission.

The facility features two entrances; one is located along South Santa Fe Drive and the other lies along its western perimeter which is adjacent to the Mary Carter Greenway Trail ('Trail'). The Trail is a 9.8 mile paved trail located along the South Platte River corridor, enjoyed by



APPLICANT: City of Littleton

PROJECT TITLE: Phase I River Integration at Hudson Gardens

approximately 577,000 users per year. It is part of the 270-mile Front Range Trail System and provides connections to many recreational destinations within the Denver Metropolitan region.

The junction between Hudson Gardens and the Trail is an existing trailhead and is a popular gathering place and hub of activity. It features a seasonal snack shop, a shaded picnic structure, movable tables and chairs, and restrooms.

Despite the high usage of this area, Trail users are not attracted into Hudson Gardens, and Hudson Gardens' visitors are not attracted onto the Trail. Contributing factors include indirect trail connections between the facility's parking lots, Santa Fe entrance, and the Trail entrance; the absence of signage and property identification at the junction between the Trail and Hudson Gardens; the small size and discreet location of the Trail entrance; and a fence along the western edge of the property that creates a physical barrier between the Hudson Gardens and the Trail.

Integrating the Trail with Hudson Gardens is the subject of this project. The project was identified as a "quick win" in the South Platte River Corridor Vision Report (2013) and identified as a priority in Hudson Gardens' ten year Facility Master Plan (2014). A visitor survey of Trail users and Hudson Gardens' visitors validated the need and community support for this project, and planning efforts began with the goals of enhancing connectivity and access to the Mary Carter Greenway Trail and South Platte River corridor, broadening the experiences of Trail users, and increasing public visitation to Hudson Gardens.

A master plan for 'River Integration' was completed in 2014. The project is composed of four phases and the improvements include:

- Phase I: The creation of direct connections between Hudson Gardens' Santa Fe entrance and its Trail entrance (the existing trailhead), the development of a new access point to the trailhead, and the construction of a new parking facility to serve Trail users;
- Phase II: The addition of nature play exhibits and site amenities that enhance the experiences of those that use the Trail and visit Hudson Gardens and the creation of additional facility access points to and from the Trail;
- Phase III: The construction of an additional direct connection to the Trail entrance from the Santa Fe entrance and improvements within Hudson Gardens that provide environmental learning opportunities;
- Phase IV: The improvement of an undeveloped parcel lying immediately north of Hudson Gardens and the existing trailhead.

It is the first phase of the River Integration project for which grant funding is requested from Arapahoe County Open Space (ACOS) in 2016. It includes the creation of a new parking lot and an ADA-accessible concrete trail along the northern property boundary that permits

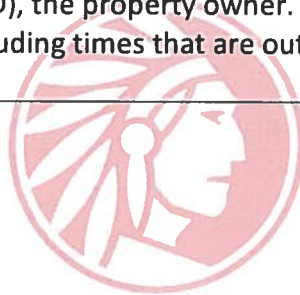
APPLICANT: City of Littleton

PROJECT TITLE: Phase I River Integration at Hudson Gardens

direct pedestrian and bicycle access to and from Santa Fe to the Trail via Hudson Gardens' property. This phase also includes improved interior trail connections that enhance access to and from the Trail via Hudson Gardens' Santa Fe entrance. Both the new trail originating from the new parking facility, and the reworked interior trails, will culminate at the Trail entrance, which will be redeveloped into a more welcoming and accessible entry point to the facility.

The River Integration project will support other recent community investments along the South Platte River corridor by providing much-needed additional parking facilities and improved public access to the Trail.

The conceptual plans for River Integration have been developed by Stream Design, LLC. The construction budget for this project is \$932,238. A cash match of \$532,238 has been secured by the City of Littleton and project partner Hudson Gardens. The project is slated to begin construction in late 2016 and be completed by late fall/winter 2017. Once built, the project will be managed and maintained by Hudson Gardens and supported by the South Suburban Park and Recreation District (SSPRD), the property owner. The project will be available and open to the public at all times, including times that are outside of Hudson Gardens' normal hours of operation.



ARAPAHOE COUNTY
OPEN SPACES

APPLICANT: City of Littleton

PROJECT TITLE: Phase I River Integration at Hudson Gardens

Part B – Minimum Qualification and Eligibility Form

Certify the below minimum qualifications and eligibility criteria:

Applicant Name: City of Littleton

Application Category and Type: Standard, Trail

Project Name: Phase I River Integration at Hudson Gardens

Briefly answer the following qualification questions:

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

The City of Littleton is in good standing and has a number of ongoing grants with ACOS. Some of these grants are in cooperation with SSPRD (Lee Gulch, Creekside Experience, etc.), some are its own projects (Riverside Downs, Reynolds Landing, South Platte Park/Greenway Trail Signage), and another is in partnership with Littleton Public Schools (LPS) for Centennial Elementary's Playground Improvement project. All projects are either on schedule, or those that have been delayed, have been discussed with ACOS staff and approved.

This grant cycle, in addition to this application, the City of Littleton is cooperating with LPS to address playground improvements at Runyon Elementary. In both of these applications, the City of Littleton will be the administrator of the funds with the projects managed by the respective organizations.

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

The Phase I River Integration project at Hudson Gardens aligns with the stated purposes of ACOS funds and the functions of open space development, which include but are not limited to enhancing the quality of life for current and future generations, promoting safe public access to recreational opportunities, enhancing the number and quality of outdoor recreational and cultural opportunities, promoting stewardship of the environment, and supporting economic growth.

In addition, it helps achieve goals stated in other related planning documents:

- Littleton Citywide Plan (City of Littleton, 2014): "Treat the South Platte River and its tributaries as one of the City of Littleton's most important assets", "Build upon the assets that are unique to Littleton, such as the South Platte River and its adjoining natural areas", and "Focus public and private investments along the River."

APPLICANT: City of Littleton

PROJECT TITLE: Phase I River Integration at Hudson Gardens

- South Platte Working Group Statement of Purpose (2012): "Enhance the South Platte River Corridor as a recreational resource for the entire region" and "Connect communities to the River".
- Facility Master Plan (Hudson Gardens [adopted by SSPRD], 2014): "Maximize the use of resources", "Strengthen Hudson Gardens' visual presence and image", "Improve physical connectivity, both internally and externally" and "Develop unique learning opportunities that engage users with the natural world".

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

The proposed Phase I River Integration project at Hudson Gardens addresses the following objectives of Arapahoe County Resolution #030381 as amended by Resolution #110637: "Provide, maintain, and improve neighborhood parks, open space, sports fields, picnic facilities, and biking, walking, and multi-use trails." This project primarily provides for the improvement and creation of multi-use trails, which are in open-space areas and facilities (Hudson Gardens and the Mary Carter Greenway Trail). By virtue of the project being located at Hudson Gardens, a regionally-significant open space, the project also addresses the improvement of a neighborhood or regional park.

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 and complete

☒ Application format and document order follow instructions

☒ Above eligibility and qualification questions are answered and meet Arapahoe County Open Space eligibility requirements

☒ Application is signed by agency's highest authority (or authorized individual)

☒ Minimum cash match requirement met (% of total project)

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

Authorized Signature: 
(must be signed by highest authority in agency or authorized individual)

Date: 2/4/16

Print Name & Title: Michael Penny, City Manager

APPLICANT: City of Littleton

PROJECT TITLE: Phase I River Integration at Hudson Gardens

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

For Arapahoe County Use Only:

Initial Review Date (pre-qualification):

2-17-16

- Minimum Qualifications Met (yes/no)?

- Draft Submitted for Review (yes/no)?

- Comments:

none

multiple drafts submitted over a month & fin

Grant Program Administrator Signature:



ARAPAHOE COUNTY

Final Review Date (after evaluation and ranking):

PACES

- Comments/Conditions:

Grant Program Administrator Signature: _____

APPLICANT: City of Littleton

PROJECT TITLE: Phase I River Integration at Hudson Gardens

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. One original signed application and one copy must be included for all sections below. Part A through Part G of the Checklist must be included as one complete pdf document on a thumb drive and labeled with the Entity Name, Project Name, Application (ie. ArapahoeCounty.ParkPlan.Application).

X Part A – Application Summary Form

X Part B – Minimum Qualifications and Eligibility Form *(signed)*

X Part C – Application Checklist

X Part D – Project Timeline *(must be detailed)*

X Part E – Project Budget Narrative and Forms *(all forms must be completely filled out)*

X Part F – Project Details *(narrative response to project questions; include Land Acquisition section if applicable)*

X Part G – Attachments *(Identify each attachment with a table of contents cover page, prepare attachments in the following order and label each attachment page at the top with the listed attachment number and title. Print one original and one copy to submit with Part G. This section does NOT need page numbers.)*

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 and/or fund-raising efforts are underway; 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 community support *(letters of support – maximum of 5)*
3. Documentation of opposition and responses *(state if applicable)*
4. Evidence of commitment from project partners *(cash match/in-kind match support letters/partner support letters – no maximum)*
5. Photos *(pre-submittal)*
6. Maps *(include site map & vicinity map)*
7. Site Visit Form *(plan and project site visit form with driving directions)*
8. Evidence of commitment to long-term maintenance, including the maintenance budget and agency capacity to maintain *(letter from management/maintenance agency)*
9. Evidence of property ownership/legal access *(legal documentation)*
10. GIS shapefile, if applicable *(include on thumb drive)*
11. Other *(clearly title: acquisition documentation: appraisal, title commitment, contract option (if applicable) or other supporting documents)*

APPLICANT: City of Littleton

PROJECT TITLE: Phase I River Integration at Hudson Gardens

Part D – Project Timeline

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. Timeline should include the IGA execution and project start date (must be within 60 days of the award notification). Project timeline must conclude within 2 year requirement.

Project timeline: Phase I River Integration at Hudson Gardens

Task	Jun 16	Jul 16	Aug 16	Sep 16	Oct 16	Mar 17	Apr 17	May 17	Jun 17	Jul 17	Aug 17	Sep 17	Oct 17	Nov 17	Dec 17
Grant Notification															
IGA Execution/Project Start Date															
Solicitation of Vendors															
Project Bid Award(s)															
Construction															
Grand Opening															
Final Report															

ARAPAHOE COUNTY
OPEN SPACES

APPLICANT: City of Littleton

PROJECT TITLE: Phase I River Integration at Hudson Gardens

Part E – Project Budget Narrative and Forms

Budget Narrative: Provide a clear and concise budget narrative for this project (300 words or less).

The estimated project budget is \$932,238, which includes eligible design and construction costs. Design expenses reflect those for consultants from Stream Design, LLC, inclusive of schematic designs, design development, construction drawings, and bidding period services. Administrative costs for the City of Littleton and Hudson Gardens are not included.

The City of Littleton and Hudson Gardens are requesting \$400,000 from ACOS and are matching the project at 57% with \$532,238 in cash. General site development costs including demolition, earthwork, mobilization, design, and construction observation will be paid by the City of Littleton's and Hudson Gardens' respective matches. The remainder of the City of Littleton's match will cover landscaping, signage, furnishings, and shade structures. Grant funds from ACOS will be allocated toward the paving and surfacing of all trails and the parking lot, furnishings, retaining walls, fencing, and stairs, expenses related to drainage and water quality, and shade structures and shelters.

Hudson Gardens has committed a total of \$227,114 towards this project, which includes \$132,238 in eligible matching funds (reflected in this grant budget) and \$94,876 in contingency funds (not included in this grant budget) to be used for unforeseen circumstances that arise during construction.

Budget Forms:

All project budget forms must be completely filled out following the rules set forth in the application guidelines and instructions. The following project budget forms are attached and required to be complete and included in the application to meet minimum qualifications:

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

Summary Budget Form

Sources of Funds	Date Secured	County Grant Request	Cash Match	In-Kind Match	Total Project Funds
Arapahoe County Open Space	Pending	\$400,000			\$400,000
Applicant Cash Match	6/18/2015		\$400,000		\$400,000
Hudson Gardens Partner Cash Match/Other Funding Source	1/1/2016		\$132,238		\$132,238
Partner Cash Match/Other Funding Source					\$0
Totals		\$400,000	\$532,238	\$0	\$932,238

Applicant: City of Littleton
Project Title: Phase I River Integration at Hudson Gardens
Year: 2016

Requirements:	Total Project Amount:	\$932,238.00
<i>In-kind Match:</i>	<i>\$0.00</i>	
<i>Total Project w/out In-kind:</i>	<i>\$932,238.00</i>	
<i>Cash Match Percentage Require</i>	<i>25.00%</i>	
<i>Required Cash Match Amount:</i>	<i>\$233,059.50</i>	
<i>Project Cash Match</i>	<i>\$532,238.00</i>	<i>Minimum Met: <u>Y</u> or <u>N</u></i>

DETAILED EXPENSE WORKSHEET

NUMBER	Category Description (Or In-Kind Description)	Line Item Detail Description	ACOS Grant	Grantee Cash Match	Partner Cash Match	All In-kind Match	TOTAL
	General Site Development	Demolition		\$ 25,338			\$ 25,338
		Earthwork		\$ 62,632			\$ 62,632
		Mobilization		\$ 3,211	\$ 56,995		\$ 60,206
		Design services			\$ 35,424		\$ 35,424
		Construction observation			\$ 39,819		\$ 39,819
	Paving and surfacing	Parking lot asphalt paving	\$ 58,931				\$ 58,931
		Concrete curb & gutter	\$ 19,590				\$ 19,590
		Concrete paving	\$ 60,820				\$ 60,820
		Crusher fines paving	\$ 20,698				\$ 20,698
		Cobble paving strips	\$ 1,250				\$ 1,250
	Landscaping	Sod and soil preparation		\$ 8,368			\$ 8,368
		Shrub/grass/annual beds		\$ 55,054			\$ 55,054
		Trees (52)		\$ 26,325			\$ 26,325
		Irrigation		\$ 33,609			\$ 33,609
		Slope revegetation		\$ 31,035			\$ 31,035
		Boulders		\$ 5,600			\$ 5,600
		Stairway planting bed		\$ 5,000			\$ 5,000
		Landscape edger		\$ 840			\$ 840
		Mowband		\$ 9,000			\$ 9,000
	Signage	ACOS Sign		\$ 400			\$ 400
		Trailhead signage		\$ 4,000			\$ 4,000
		Gateway signage at coffee shop		\$ 3,000			\$ 3,000
		Gateway structure		\$ 22,000			\$ 22,000
		Electronic kiosk computer and base		\$ 10,000			\$ 10,000
	Furnishings	Trash receptacles		\$ 1,000			\$ 1,000
		Benches (15)	\$ 3,112	\$ 14,888			\$ 18,000
		Picnic tables w/umbrella shade (3)		\$ 19,500			\$ 19,500
		Bike racks (16)	\$ 4,800				\$ 4,800
		Lighting	\$ 50,500				\$ 50,500
	Walls, fencing, and stairs	Retaining walls	\$ 40,500				\$ 40,500
		Fencing	\$ 18,025				\$ 18,025
		Cobble wall repair	\$ 8,000				\$ 8,000
		Railings	\$ 17,400				\$ 17,400
		Sit wall with stone cap	\$ 4,350				\$ 4,350
		Stone veneer for stairway	\$ 17,424				\$ 17,424
	Drainage and Water Quality	Drainage inlet at parking lot	\$ 2,500				\$ 2,500
		Water quality pond	\$ 15,000				\$ 15,000
		Drainage pipe	\$ 17,600				\$ 17,600
		Outlet structure	\$ 2,500				\$ 2,500
	Shelters and Structures	Arbor at Overlook	\$ 25,000				\$ 25,000

NUMBER	Category Description (Or In-Kind Description)	Line Item Detail Description	ACOS Grant	Grantee Cash Match	Partner Cash Match	All In-kind Match	TOTAL
		Tensile shade structures (2)		\$ 34,000			\$ 34,000
		Kiosk shelter	\$ 12,000				\$ 12,000
		Shade awning and frame		\$ 25,200			\$ 25,200
							\$ -
ACTUAL TOTALS			\$ 400,000	\$ 400,000	\$ 132,238	\$ -	\$ 932,238

Applicant: City of Littleton Project title: Phase I River Integration Date: 1/11/2016

APPLICANT: City of Littleton

PROJECT TITLE: Phase I River Integration at Hudson Gardens

Part F – Project Details

Applicants must limit this section to 10 pages and answer all questions to meet minimum qualifications. If attachments/supporting documentation apply, 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.

Select the Grant Category:

- ☒ **Standard Grant:** \$50,100 - \$400,000 funding opportunity, 25% of total project amount minimum cash match requirement
- ☐ **Small Grant:** \$100 - \$50,000 funding opportunity, 10% of total project amount minimum cash match requirement

Select the Project Type:

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

- ☒ **Trail Project:** Projects that are mostly trail construction or renovation/restoration, trail-related bridges, trail-related road crossings, or trail head parking and shelters.
- ☐ **Site Improvement Projects:** Projects for site improvement, restoration and repair/replacement including: natural re-vegetation/restoration, park improvements, restoration, repair/replacement (may include playgrounds, shelters, sport fields, landscaping). This category may include interior trail segments or connections, but the majority of the project should be site improvements other than trail.
- ☐ **Construction Project:** Construction projects may include new park amenities such as playgrounds, shelters, sport fields, restrooms, and interior trails or connections.
- ☐ **Acquisition Project:** 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 Grants Program Administrator for questions related to allowable projects.

Selection Criteria Questions:

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, plans and photos in Part G. Describe how the project will be designed, constructed, and managed.

APPLICANT: City of Littleton

PROJECT TITLE: Phase I River Integration at Hudson Gardens

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 forms in Part E consistent with this narrative.

The Hudson Gardens & Event Center ('Hudson Gardens') is a 30-acre multiuse facility that serves as a destination for people throughout the Denver metropolitan area for a variety of purposes. Among its offerings are recreational opportunities, gathering spaces, access to nature, learning opportunities, and entertainment experiences. The property spans 30 acres and features horticultural collections and display beds, public art, an outdoor amphitheater, three separate event facilities, and an abundance of wildlife and native areas. It welcomes nearly 160,000 guests annually through daily Garden visitation, classes, field trips, family programs, and private and public events including a popular summer concert series and holiday light display.

Since opening in 1996, Hudson Gardens has evolved from a gated facility with controlled entry points to a public open space that offers free admission. The facility features two entrances; one is located along South Santa Fe Drive and the other is along its western perimeter which lies adjacent to the Mary Carter Greenway Trail ('Trail'). The Trail is a 9.8 mile paved trail located along the South Platte River corridor, enjoyed by approximately 577,000 users per year. It is part of the 270-mile Front Range Trail System and provides connections to many recreational destinations within the Denver Metropolitan region.

The junction between Hudson Gardens and the Trail is an existing trailhead and an important component of Hudson Gardens' connectivity to the City of Littleton and surrounding communities. The area features the entrance to Hudson Gardens, a small seasonal snack shop, a shaded picnic structure, movable tables and chairs, and restrooms. Unfortunately, unsafe conditions often arise at the junction during peak Trail-usage times, caused by the convergence of multiple types of Trail users. Nevertheless, the area remains a popular destination and hub of activity along the Trail for cyclists and other recreational users.

Despite the high usage of this area, Trail users are not attracted into Hudson Gardens, and Hudson Gardens' visitors are not attracted onto the Trail. Contributing factors include indirect trail connections between the facility's parking lots, Santa Fe entrance, and the Trail entrance; the absence of signage and property identification at the junction between the Trail and Hudson Gardens; the small size and discreet location of the Trail entrance; and a fence along the property's western edge that creates a physical barrier between Hudson Gardens and the Trail.

Eliminating these barriers and integrating the Trail with Hudson Gardens is the purpose of this project, the goals of which are to enhance connectivity and access to the Mary Carter Greenway Trail and South Platte River corridor, broaden the experiences of Trail users, and increase public visitation to Hudson Gardens. Heightened visitation will introduce new and

APPLICANT: City of Littleton

PROJECT TITLE: Phase I River Integration at Hudson Gardens

expanded audiences to Hudson Gardens, enabling the institution to more widely connect its mission, exhibits, and programs with the greater public. In addition, connecting Trail users with the rich recreational, cultural, educational, and artistic amenities within Hudson Gardens will enhance the regional value of the South Platte River corridor and diversify the range of experiences available to Trail users.

With these goals in mind, a master plan for 'River Integration' was completed in 2014. The project is composed of four phases and its components include:

- Phase I: The creation of direct connections between Hudson Gardens' Santa Fe entrance and its Trail entrance (the existing trailhead), the development of a new access point to the trailhead, and the construction of a new parking facility to serve Trail users;
- Phase II: The addition of nature play exhibits and site amenities that enhance the experiences of those that use the Trail and visit Hudson Gardens and the creation of additional facility access points to and from the Trail;
- Phase III: The construction of an additional direct connection to the Trail entrance from the Santa Fe entrance and improvements within Hudson Gardens that provide environmental learning opportunities;
- Phase IV: The improvement of an undeveloped parcel lying immediately north of Hudson Gardens and the existing trailhead.

The purpose of this grant application is to request funding for Phase I of the River Integration project. This phase includes the creation of new parking lot with approximately 45 parking spaces and an ADA-accessible concrete trail along the northern property boundary that permits direct pedestrian and bicycle access to and from Santa Fe Drive to the Trail via Hudson Gardens' property. Phase I also includes improved interior trail connections that enhance access to and from the Trail via Hudson Gardens' Santa Fe entrance. Both the new trail originating from the new parking facility, and the reworked interior trails, will culminate at the Trail entrance, which will be redeveloped into a more welcoming and accessible entry point into the facility.

Phase I of the River Integration project will include redesigning the junction between Hudson Gardens and the Trail, which will address the unsafe conditions posed by the current design and blend the character of Hudson Gardens with the characteristics of the South Platte River corridor. An oval-shaped bluegrass lawn will anchor the redeveloped entryway, supported by amenities such as bench seating, shade provided by both trees and tensile shade structures, additional bike racks, and improved picnicking facilities. The area will also offer cultural elements that include artistic features, public art relocated from other areas of Hudson Gardens, horticultural display beds, and an interactive digital kiosk that acts as a guide to the adjoining areas and region.

All improvements will be congruent with open space specifications and meet accessibility standards. The project area will be available and open to the public at all times, including times that are outside of Hudson Gardens' normal hours of operation.

APPLICANT: City of Littleton

PROJECT TITLE: Phase I River Integration at Hudson Gardens

The conceptual plans for River Integration, including Phase I, are attached in part G. The plans were developed by Stream Design, LLC with feedback from Hudson Gardens' personnel and users. Construction of the project will be competitively bid and managed by Hudson Gardens. Once built, ongoing maintenance will be performed by Hudson Gardens.

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? Describe the service area for this project (how far will users travel to use the project site).

Because the River Integration project connects to the Trail and Front Range Trail System, the project's service area spans a wide geographic reach throughout the Denver metropolitan region. The project will serve both Trail users as well as visitors of Hudson Gardens. Recent total user-counts estimate that the Trail is utilized by approximately 577,000 users annually. This figure is based upon automated and manual user-counts conducted in 2015 near the southern terminal point of the Trail. Given Hudson Gardens' close proximity to the data collection point, the number of Trail users who pass by Hudson Gardens is assumed to be similar to the annual number of Trail users. Approximately 325,000 of the Trail users are cyclists, while the remaining 252,000 users are pedestrians (runners, walkers, or those on rollerblades or skateboards). Other common user groups along the Trail include fishermen, wildlife observers and photographers, and whitewater activity participants.

Hudson Gardens primarily serves the southwest Denver, Colorado metropolitan area. In 2014 (the most recent attendance data available), the facility welcomed 157,718 visitors, 85% of whom were from Arapahoe, Douglas, Jefferson, and Denver counties. The population demographic of these counties is generally reflective of that of the state of Colorado as a whole.

3. 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.

Multiple planning processes have identified the River Integration project as a priority, including those by the City of Littleton, the South Platte Working Group, and Hudson Gardens.

Littleton's Citywide Plan (2014) is part of a significant planning process designed to provide direction for the city's evolution and future priorities. A collaborative effort between citizens of

APPLICANT: City of Littleton

PROJECT TITLE: Phase I River Integration at Hudson Gardens

Littleton and the City's planning board, the Citywide Plan identifies the South Platte River as one of the City's most important assets and highlights the collective desire to focus public and private investments along the South Platte River corridor. The River Integration project is reflective of these priorities, primarily because the project site is located along the South Platte River corridor and the project improves public access to the River and enhances the experiences of those visiting the River and adjacent Trail.

The South Platte River Corridor Vision document (2013), created by the South Platte Working Group, describes the River Integration project at Hudson Gardens and identifies it as a priority project along the South Platte River corridor. The South Platte Working Group is comprised of local land officials and municipalities that work collectively to identify, advocate for, and support improvement projects along the South Platte River corridor. The Vision document describes Hudson Gardens as an important asset and missed opportunity along South Platte River. It provides a detailed description of the benefits of integrating Hudson Gardens with the Trail and outlines specific recommendations on how to structure the improvements to maximize the benefits to all users. The design of the River Integration project is a direct reflection of the recommendations cited in this document.

Hudson Gardens' Facility Master Plan (2014) outlines a strategic, phased plan for capital improvements at Hudson Gardens over the next ten years. Development of the Master Plan included active engagement and involvement from a variety of constituents including Hudson Gardens, SSPRD, key partners, neighbors, local residents, volunteers, and officials from the City of Littleton. The River Integration project was included within the Master Plan's schedule of projects for 2015-2016. The project accomplishes many strategic purposes outlined within the Master Plan including improvements to physical connectivity, the strengthening of Hudson Gardens' physical presence, the development of enhanced learning opportunities, and maximization of resources.

4. Discuss the need and urgency for this project and why it is a priority. What opportunities will be lost if this project is not funded now?

Without the improvements proposed by the River Integration project, Hudson Gardens will continue to represent a missed opportunity along the South Platte River corridor. Accessibility to the Trail from Santa Fe Drive will continue to be compromised due to parking constraints and too few public access points. Local and regional Trail users will miss the opportunity to experience Hudson Gardens, which is a vibrant element of Littleton's cultural and recreational scene, and Hudson Gardens' nearly 160,000 annual visitors will continue to be unaware of the rich recreational amenities on the opposite side of the fence line.

Receiving funding from ACOS creates the opportunity to leverage additional funds to support subsequent phases of the River Integration project, making it more likely that future phases of the project are completed, and in a shorter timeframe.

APPLICANT: City of Littleton

PROJECT TITLE: Phase I River Integration at Hudson Gardens

Failing to receive funding from ACOS would likely result in one of two scenarios for the Phase I improvements: either Phase I is divided into two or more smaller phases, dramatically extending the timeframe for completion of the project; or, the project scope for Phase I is reduced by approximately one-half (which is the extent of the project that can be completed with the funds already secured). Both scenarios reduce the project's benefit to the community and may lead to lost momentum and community support.

5. Summarize any 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 section of the Detailed Expense 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.)

Planning for the River Integration project began in 2012 when Hudson Gardens began development of its Facility Master Plan, and the project was identified for inclusion within its schedule of projects. During this same time, Hudson Gardens participated in meetings of the South Platte Working Group, where the project was identified as a priority.

In July 2014, Hudson Gardens engaged the services of Stream Design, LLC to develop the initial concepts for the multi-phased project in preparation for a request to engage the City of Littleton as a project partner and secure funding support. The City of Littleton subsequently awarded Hudson Gardens \$400,000 in funding from its 2015 budget. Receipt of funds was contingent upon a 50% match (\$200,000) from Hudson Gardens, which was then budgeted by Hudson Gardens in 2015.

Hudson Gardens and Stream Design subsequently entered into contract to refine and complete the conceptual design for Phase I of the project during 2015. In that same year, the project was presented to several external stakeholders including SSPRD, the South Platte Working Group, and the Arapahoe County Open Space and Trails Advisory Board. In summer 2015, upon completion of the Phase I conceptual design, the City of Littleton committed to assist Hudson Gardens with raising the additional capital to support construction of Phase I of the project, which included the opportunity to partner for submittal of an ACOS grant application.

Prior to this application, Hudson Gardens has paid \$44,883 towards design services that were necessary to prepare for this project for funding proposals. These expenses are not included in the project budget as part of Hudson Gardens' cash match.

6. Describe how this project will be completed within the two year grant timeframe. Project timeline must begin within 60 days of the award notification. 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 needed now or in future phases, explain the process. Does the project necessitate a change

APPLICANT: City of Littleton

PROJECT TITLE: Phase I River Integration at Hudson Gardens

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. If your project is an acquisition, complete the Land Acquisition Narrative Section at the end of Section F. Include detailed costs in Part E.

In accordance with the project timeline, Phase I of the River Integration project will be completed within two years of receiving grant funding. Preliminary design work is complete; engineering and construction documents will be completed in the coming months. Construction is anticipated to begin in fall 2016 and be completed in fall 2017, with the final report submitted in late fall/winter 2017. All permits (demolition, building, electrical, grading, and erosion control) will be obtained by the project's general contractor as part of the construction process. Permitting expenses are included within the mobilization estimates, which amount to an estimated \$60,206. The project does not require any changes in zoning and will not require a 404-permit as the only water resource affected by this project is Hudson Gardens' Wetlands, which is not considered "waters of the United States" and does not connect to the South Platte River.

7. Discuss any efforts to obtain public input, disseminate public information, develop partnerships, develop partnerships for cash funding or in-kind contributions, and garner community support specifically related to this project. Evidence of a transparent public process will be required. Discuss any objections or opposition to this project and what was done to address concerns. Include any letters, petitions, news articles, or other documents evidencing opposition.

Information about the Phase I River Integration project at Hudson Gardens was first provided to the public during a Littleton City Council study session in August 2014, and again in fall 2014 when it was included in the City of Littleton's 2015 budget which was available for public review and comment. The project has been shared and discussed at meetings of SSPRD, the South Platte Working Group, and at facility master planning meetings at Hudson Gardens, all of which included public representation and opportunities for comment.

In September 2015, a visitor intercept study of Trail users and Hudson Gardens' users was conducted to introduce the project and evaluate the conceptual design of the Phase I improvements. The survey was also made available in hard copy format at Hudson Gardens' Welcome Center and distributed electronically to segments of Hudson Gardens' audience base including members, volunteers, and donors. Responses were collected for a two week period and the feedback was used to modify and refine the conceptual design. No opposition has been received concerning this project.

8. 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? Do you understand that all overruns are the responsibility of the applicant/grantee? Describe the cash and in-kind partnerships established for this

APPLICANT: City of Littleton

PROJECT TITLE: Phase I River Integration at Hudson Gardens

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. Include match from all partners in the Part E Budget. All support letters must be dated within the last six months to be eligible.

One hundred percent of the cash match is secured. The City of Littleton committed its match, \$400,000 in cash, in its 2015 budget. Hudson Gardens has committed its \$132,238 match in its 2016 budget and will budget additional funds in its 2017 budget as necessary to complete the project. The commitment of these funds are referenced in the letters of support that are attached in Part G.

9. 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) community support letters should be attached in Part G. All letters should be dated within the last six months.

Letters of support from the South Platte Working Group, Urban Drainage and Flood Control District, Southwest Metropolitan Water and Sanitation District, and the Colorado Water Conservation Board are attached in Part G.

10. 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.

The trail components of Phase I of the River Integration project at Hudson Gardens will occur on land currently developed as trails and service roads. The parking facility will be constructed on land currently housing Hudson Gardens' maintenance facility, and the redesigned trailhead/junction between Hudson Gardens and the Trail will be located in an area currently utilized by Hudson Gardens as a garden railroad exhibit and horticultural display beds.

The project site includes a significant natural feature, the 1.25 acre 'Wetlands'. The Wetlands is a remnant oxbow of the South Platte River and currently serves as storm water detention. Its shoreline is dominated by aquatic and terrestrial herbs, grasses, rushes, and sedges, and woody plants consisting mostly of Plains Cottonwood trees. The Wetlands also serves as habitat for a variety of fauna including raccoons, red fox, toads, Western Painted turtles, snapping turtles, muskrats, and a multitude of bird species including Great Blue heron, Black-crowned Night Heron, Northern Flicker, Belted Kingfisher, Mallard, and Wood Duck. The eastern bank of the Wetlands is currently very steep and will be slightly graded to allow for ADA accessibility of the

2016 Standard and Small Grant

Application

11.03.2015

APPLICANT: City of Littleton

PROJECT TITLE: Phase I River Integration at Hudson Gardens

interior trail improvements. Following grading for the trail, the bank will be revegetated with native plant species, which will enhance the ecological value of this area. The proposed improvements will not otherwise disturb the Wetlands or any other natural resources.

11. 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.

The Phase I River Integration project will occur at Hudson Gardens, which is owned by SSPRD. The District acquired the property in 1997 from the King C. Hudson and Evelyn Leigh Hudson Foundation, Inc. and entered into a management agreement with the Foundation at the same time. A copy of the management agreement and deed are attached in Part G. Executive Director Rob Hanna of SSPRD has provided a letter evidencing SSPRD's support of the project, permission to access and improve the property, and commitment to long-term maintenance, which is attached.

The Trail is constructed on a recreational easement provided by the Colorado Water Conservation Board to SSPRD. Parts of the project site are also located on an easement provided by the Southwest Metropolitan Water and Sanitation District. The project does not violate the restrictions of either easement and both groups support the project with no objection, as evidenced by their letters of support which are attached in Part G. Copies of all easements have been provided to the ACOS Grant Administrator. There are no other third-party encumbrances that will affect access to the project site during construction or after completion of the project.

ARAPAHOE COUNTY

12. 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.

Via a management agreement with SSPRD (attached), the King C. Hudson and Evelyn Leigh Hudson Foundation, Inc. is responsible for all maintenance requirements on the property, which will include the Phase I River Integration project. Should the Foundation cease to operate the facility, maintenance responsibilities will shift to SSPRD.

Once completed, maintenance needs for this project will consist mostly of those related to the trails and planting beds. Maintenance of the trails will not include any significant additional expense as the total linear feet of new and/or improved trails is similar to current conditions. If

2016 Standard and Small Grant
Application

11.03.2015

APPLICANT: City of Littleton

PROJECT TITLE: Phase I River Integration at Hudson Gardens

additional trail maintenance costs arise, they can be easily absorbed by the annual trail maintenance budgets of Hudson Gardens and SSPRD, who currently work jointly to perform trail maintenance at Hudson Gardens. The planting beds will require regular maintenance, which may require the addition of a seasonal employee between the months of April and October each year, incurring an additional annual expense of \$15,600. The budget impact for additional irrigation will be negligible, as Hudson Gardens has ample supply of irrigation water available at a very low annual cost. The umbrellas for the picnic tables will require periodic replacement due to wear and tear, and these additional costs can be absorbed by Hudson Gardens' annual maintenance budget.

13. Describe how this project addresses inclusivity per the Americans with Disabilities Act guidelines.

Accommodations have been made to ensure accessibility of all project areas. The proposed improvements will be designed and constructed to current ADA standards, including compliant slopes, grades, and trail widths that permit safe access for those who require mobility assistance. Signage will follow ADA guidelines for height, material, lettering, and finishes.

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

ARAPAHOE COUNTY

The City of Littleton and Hudson Gardens will educate residents about the importance of the ACOS sales and use tax program through signage and outreach. ACOS-provided recognition signage will be purchased and placed at the trailhead entrance. Acknowledgement and information specific to ACOS programs will be distributed via the City of Littleton's and Hudson Gardens' regular communication platforms such as websites, press releases, regular newsletters, and the City of Littleton's *Littleton Report*. Opportunities to provide recognition and education about ACOS may also be available at the site of the River Integration project via the digital information kiosk. Finally, at a grand opening event following completion of the project, ACOS will be recognized for its support. The City of Littleton and Hudson Gardens will submit all press materials and recognition materials to ACOS for review prior to print, distribution, and or/fabrication.

APPLICANT: City of Littleton

PROJECT TITLE: Phase I River Integration at Hudson Gardens

Part G – Attachments

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 to meet minimum qualifications. One original signed application and one copy must be included for all sections below. Part A through Part G must be included as one complete pdf document on a thumb drive and labeled with the Entity Name, Project Name, Application (ie. ArapahoeCounty.ParkPlan.Application).

- X Part A – Application Summary Form
- X Part B – Minimum Qualifications and Eligibility Form
- X Part C – Application Checklist
- X Part D – Project Timeline (*must be detailed*)
- X Part E – Project Budget Narrative and Forms (*all forms must be completely filled out*)
- X Part F – Project Details (*narrative response to project questions; include Land Acquisition section if applicable*)
- X Part G – Attachments (*Identify each attachment with a table of contents cover page, prepare attachments in the following order and label each attachment page at the top with the listed attachment number and title. Print one original and one copy to submit with Part G. This section does NOT need page numbers.*)
 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 and/or fund-raising efforts are underway; 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 community support (*letters of support – maximum of 5*)
 3. Documentation of opposition and responses (*state if applicable*)
 4. Evidence of commitment from project partners (*cash match/in-kind match support letters/partner support letters – no maximum*)
 5. Photos (*pre-submittal*)
 6. Maps (*Include site map & vicinity map*)
 7. Site Visit Form (*plan and project site visit form with driving directions*)
 8. Evidence of commitment to long-term maintenance, including the maintenance budget and agency capacity to maintain (*letter from management/maintenance agency*)
 9. Evidence of property ownership/legal access (*legal documentation*)
 10. GIS shapefile, if applicable (*include on thumb drive*)
 11. Other (*clearly title: acquisition documentation: appraisal, title commitment, contract option (if applicable) or other supporting documents*)

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

Part G – Attachments

- 1) Evidence of support from highest authority**
 - a. Resolution from Littleton City Council**
 - b. Letter from Littleton City Manager Michael Penny**

CITY OF LITTLETON, COLORADO

Resolution No. 5

Series, 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, SUPPORTING AN APPLICATION BY THE CITY ON BEHALF OF THE KING C. HUDSON AND EVELYN LEIGH HUDSON FOUNDATION, INC. FOR AN ARAPAHOE COUNTY OPEN SPACE GRANT FOR TRAIL AND SITE IMPROVEMENTS AND AMENITIES AT THE HUDSON GARDENS & EVENT CENTER (HUDSON GARDENS)

WHEREAS, the King C. Hudson and Evelyn Leigh Hudson Foundation, Inc. desires to integrate Hudson Gardens with the Mary Carter Greenway Trail and South Platte River Corridor through trail improvements and additional site amenities;

WHEREAS, the city has been cooperating with the King C. Hudson and Evelyn Leigh Hudson Foundation, Inc. to enhance the quality of parks, trails, and open space systems within the city;

WHEREAS, the improvements at Hudson Gardens will include the creation of a new trailhead parking facility, improved trail connections between Hudson Gardens and the Mary Carter Greenway Trail, and additional amenities including seating and picnicking areas, shade structures, bicycle parking, artistic features, and educational displays;

WHEREAS, funding these improvements at Hudson Gardens will enhance the value of the South Platte River corridor;

WHEREAS, the city council awarded \$400,000 in matching funds to Hudson Gardens from the City's 2015 budget for this project;

WHEREAS, Hudson Gardens has appropriated \$200,000 in matching funds from its fund balance for this project; and

WHEREAS, the city will act as the submitting entity for the application and should the grant be funded, will also act as the pass-through administrator of the grant;

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

The City of Littleton supports and agrees to submit on behalf of the King C. Hudson and Evelyn Leigh Hudson Foundation, Inc. a grant application for a 2016 Arapahoe County Open Space funds for trail improvements and site amenities at Hudson Gardens. Should

Resolution No. 05-2016

Page 2 of 2

the project be funded the city council authorizes the city manager or his designee to sign a grant agreement and grant reports with Arapahoe County

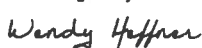
INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the

City Council of the City of Littleton, Colorado, on the 19th day of January, 2016, at 6:30 p.m. at

the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

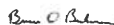
DocuSigned by:



Wendy Heffner

CITY CLERK

DocuSigned by:



Bruce O. Beckman

MAYOR

APPROVED AS TO FORM:

DocuSigned by:



Kristin Schedorn

CITY ATTORNEY



Office of the City Manager
2255 W. Berry Avenue
Littleton, Colorado 80120
303-795-3720

January 29, 2016

Arapahoe County Open Space
Attn: Lindsey Miller, Grants Program Administrator
6934 South Lima Street, Unit A
Centennial, CO 80112

RE: Evidence of Support – River Integration improvements at Hudson Gardens

Dear Ms. Miller:

The City of Littleton is pleased to submit this 2016 grant application to Arapahoe County Open Space to request funding support for Phase I of the River Integration improvements at Hudson Gardens, which includes the new trailhead parking facility, improved trails, and expanded cultural amenities.

The city fully supports this project and is committed to working with Hudson Gardens to complete the proposed project. The River Integration project is a high priority given that Hudson Gardens is a regional amenity and important source of economic development within our community. Further, by providing additional parking facilities and improved access to the Mary Carter Trail, the project supports and complements many other recent investments along the Trail and South Platte River corridor.

Together, the city and Hudson Gardens have committed \$532,238 in matching funds for the Phase I River Integration improvements. The city has contributed \$400,000; this cash match is secured and was appropriated for this project in the city's 2015 budget. Hudson Gardens has committed \$132,238 in eligible matching funds towards this project and will be responsible for any expense overruns incurred.

Hudson Gardens will oversee the planning, design, and construction, and along with the support of the South Suburban Park and Recreation District, will be responsible for maintaining the project once completed.

The city certifies that the project will be open to the public and serve public purposes by improving the quality and accessibility of the open spaces along the South Platte River corridor, including the Mary Carter Greenway Trail and Hudson Gardens.

Deputy City Manager Mike Braaten and I will serve as authorized signatories for the purposes of this application for Arapahoe County Open Space grant funds and any subsequent signature needs should it be selected for funding.

The City of Littleton and its partners on this project respectfully request your support in implementing the proposed Phase I River Integration improvements at Hudson Gardens.

Sincerely,



Michael Penny
City Manager

Part G – Attachments

2) Evidence of community support

- a. Letter from the South Platte Working Group**
- b. Letter from the Urban Drainage and Flood Control District**
- c. Letter from the Colorado Water Conservation Board**
- d. Letter from Southwest Metropolitan Water and Sewer District**

SOUTH PLATTE WORKING GROUP

February 3, 2016

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 Littleton's application to the Arapahoe County Open Spaces Program for the Phase I River Integration project at The Hudson Gardens & Event Center (Hudson Gardens).

Hudson Gardens is an important asset for the South Platte River corridor but users of the Mary Carter Greenway pass within feet of the gardens without knowing that it is available to them. This proposed project would orient Hudson Gardens towards the river, realizing a longtime priority for the working group. This project was highlighted as a "quick win" in the working group's 2013 Vision Report.

The project is consistent with our vision of creating a vibrant river environment through economic, cultural, recreation and natural opportunities. It is also consistent with the working group's goals to:

- Enhance the South Platte corridor as a recreational resource for the entire region;
- Encourage and improve opportunities for education and understanding of the South Platte River's health and its tributaries; and
- Connect the communities to the river—through more consistent land use, economic development and coordinated policies.

Finally, the ACOS grant would be leveraged by the substantial contributions from the City of Littleton and Hudson Gardens. A grant from Arapahoe County is a crucial part of ensuring that this project can move forward and benefit the thousands of people who enjoy Hudson Gardens and the Mary Carter Greenway throughout the year.

We appreciate your consideration of this application and your continued support of enhancing the South Platte as a signature regional recreational resource.

Sincerely,

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

SOUTH PLATTE WORKING GROUP

Arapahoe County

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

City of Englewood

Linda Olson, City Council
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, Mayor Pro Tem
Michael Penny, City Manager

South Suburban Parks & Recreation District

Sue Rosser, Board Member
Rob Hanna, Executive Director

Urban Drainage & Flood Control District

Paul Hindman, Executive Director

South Suburban Park Foundation

David Bolt, Board Member



URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

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

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

January 13, 2016

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

RE: Letter of Support for River Integration Improvements at Hudson Gardens

To Whom It May Concern:

The Urban Drainage and Flood Control District (District) supports the City of Littleton's request for Arapahoe County Open Space grant funding for the Phase I River Integration project at The Hudson Gardens & Event Center (Hudson Gardens). This project is in alignment with the District's mission and the South Platte Working Group's vision for the South Platte River corridor.

Currently the South Platte River and Mary Carter Greenway Trail run along the western border of Hudson Gardens' River Integration project site. It is one of several new improvements along this section of the Trail including South Platte Park, Reynold's Landing, the new Breckenridge Brewery Facility, Lee Gulch, Riverside Downs, and Creekside Experience. All of these elements represent significant investments along the corridor and the River Integration project complements them by providing much needed accessibility to the Trail. Further, it provides a unique amenity for Littleton and the surrounding communities.

The District strongly supports the City of Littleton's application for an Arapahoe County Open Space grant to provide funding for the Phase I River Integration project at Hudson Gardens.

Sincerely,

Paul A. Hindman
Executive Director

PAH/LAK/mc



COLORADO

**Colorado Water
Conservation Board**

Department of Natural Resources

1313 Sherman Street
Denver, CO 80203

P (303) 866-3441
F (303) 866-4474

John Hickenlooper, Governor

Mike King, DNR Executive Director

James Eklund, CWCB Director

February 1, 2016

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

Dear Members of the Board:

We understand that the City of Littleton is applying for grant funding to support the Phase I River Integration project at Hudson Gardens, which includes trailhead parking, comfort amenities, and cultural elements. The Colorado Water Conservation Board supports this project and understands that some of the construction will occur on CWCB-owned parcels. As a South Platte Working Group member, we are aware of coordinating with all interests and support this project.

Sincerely,

Joe Busto
Colorado Water Conservation Board
South Platte River Program





Southwest Metropolitan Water and Sanitation District

www.swmetrowater.org

8739 W. Coal Mine Ave. • Littleton, Colorado 80123 • (303) 979-2333 • Fax (720) 726-5042

February 3, 2016

Melanie Feddersen
Development Manager
The Hudson Gardens & Event Center

Re: Phase 1 River Integration Project at Hudson Gardens/Arapahoe County Open Space Funding

Dear Ms. Feddersen,

The Southwest Metropolitan Water and Sanitation District (SWMWSD) supports the City of Littleton's request for Arapahoe County Open Space grant funding for the Phase I River Integration project at Hudson Gardens.

We have reviewed the project and understand that some of the construction will occur on a SWMWSD-controlled easement. Hudson Gardens has committed to providing adequate access for SWMWSD purposes at the project site during and incorporate access as part of the design. We will coordinate with Hudson Gardens to ensure this requirement is met.

Regards,

Tony Cocozzella Project Coordinator
Southwest Metropolitan Water and Sanitation District | office: (720) 726-5030 | cell: (303)-829-9407
8739 W. Coal Mine Ave.
Littleton, CO
tpcocozzella@plattecanyon.org

Part G – Attachments

3) Documentation of opposition and responses

Not applicable. There was no opposition received regarding this project.

Part G – Attachments

4) Evidence of commitment from project partners

- a. Letter from the President of the Board of Directors of the King. C. Hudson and Evelyn Leigh Hudson Foundation, Inc., Ned White
- b. Letter from South Suburban Parks and Recreation Executive Director Rob Hanna



February 3, 2016

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

Re: Evidence of Partner Support, Commitment to Public Access and Long-Term Maintenance of Phase I River Integration Improvements at Hudson Gardens

Dear Members of the Board:

On behalf of the Board of Directors of the King C. Hudson and Evelyn Leigh Hudson Foundation, Inc., I am writing to affirm our support of the City of Littleton's grant application to Arapahoe County Open Space for funding for Phase I of the River Integration improvements at Hudson Gardens.

The neighboring Mary Carter Greenway Trail (Trail) and South Platte River are among Hudson Gardens' greatest assets, and this project represents an important opportunity for our institution to promote its mission among a much wider audience. Further, it will allow our 150,000+ annual visitors to more fully connect with and take advantage of the unparalleled regional resources that lie along the South Platte River corridor.

The Foundation greatly values its role in providing public access to culture and open space. Hudson Gardens has been operated as an open space facility since 2012; the grounds are open to the public and free of charge year-round. We are committed to maintaining Hudson Gardens and Phase I of the River Integration project as open space developments and will continue to encourage public visitation and access to the facility.

Likewise, we recognize the significant investment that this project represents and the Foundation is committed to ongoing maintenance of the project site. Upkeep of Hudson Gardens' grounds is an annually-budgeted expense and maintaining this project, once completed, will fall within our scope of responsibility.

The Foundation has approved \$132,238 in eligible matching funds from its 2016 annual budget toward this project. Additionally, the Foundation has budgeted \$94,876 as a construction contingency and will be responsible for any cost overruns that exceed the project's total budget.

Along with our partners at the City of Littleton, we appreciate the opportunity to request grant funding and support from Arapahoe County Open Space and thank you for your consideration.

Sincerely,

Ned White
President, Board of Directors
The King C. Hudson and Evelyn Leigh Hudson Foundation, Inc.



South Suburban
PARKS AND RECREATION

January 13, 2016

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

Re: Letter of Support/Ownership/Maintenance Responsibility-Hudson Gardens' River
Integration Project

Ladies and Gentlemen,

Please consider this letter as support for the City of Littleton's application for an Arapahoe County Open Space grant to provide funding to integrate The Hudson Gardens & Event Center ('Hudson Gardens') with the Mary Carter Greenway Trail through the River Integration project.

The River Integration project aligns well with the District's goals, the South Platte Working Group's vision for the South Platte River corridor, and Hudson Gardens' facility master plan. The proposed improvements will contribute greatly to the rich character of the South Platte River corridor and the City of Littleton and will undoubtedly enrich the experiences of those visiting the Mary Carter Greenway Trail and Hudson Gardens.

South Suburban is the legal owner of Hudson Gardens and confirms permission for the Phase I River Integration project to occur on the property. Management, operation, and maintenance of the facility is performed by the King C. Hudson and Evelyn Leigh Hudson Foundation, Inc. via a management agreement with South Suburban (the agreement is included as an attachment to this application). Should the project be funded, long-term maintenance of the River Integration project site will be the responsibility of the Foundation, supported by South Suburban. Per the management agreement, should the Foundation cease to operate the facility, South Suburban will assume responsibility for upkeep and maintenance of the project site. South Suburban and Hudson Gardens will both ensure that the project site remains open and accessible to the public.

Thank you very much for your consideration of this important project, which has the full support of South Suburban Parks and Recreation.

Sincerely,

Rob Hanna
Executive Director

Administrative Office
6631 S. University Blvd.
Centennial, CO 80121-2913

phone 303.798.5131
fax 303.798.3030
ssprd.org

Board of Directors
John K. Ostermiller, Chair

Susan M. Rosser
Pamela M. Eller
Michael T. Anderson
Scott A. LaBrash

Executive Director
Rob Hanna

Part G – Attachments

5) Photos (*pre-submittal*)

Part G Attachment:

5. Photos (pre-submittal)

Views of Hudson Gardens' current maintenance facility, which will be demolished and the 45-space parking lot constructed in its place.



View faces east. Santa Fe Drive is in the background.



View faces northeast.



View faces west.



View faces west.

Part G Attachment:

5. Photos (pre-submittal)

Views of the current trail that will be improved to connect the proposed parking lot to the Mary Carter Greenway Trail ('Trail').



View faces west.



View faces west.



View faces east.

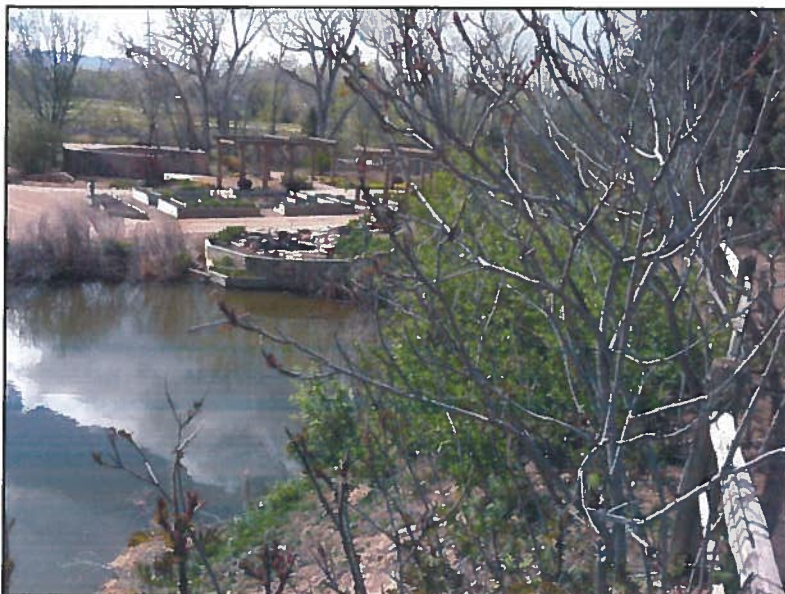
Part G Attachment:

5. Photos (pre-submittal)



View of the current interior trail that will be improved and lead from Hudson Gardens' main entry to the Trail entry. View faces north.

View of the proposed junction between the trail that leads from the main entry and that which originates at the proposed parking lot. Once joined, these trails will lead to the Trail. View faces southwest.



View from the current interior trail that will be improved and lead from Hudson Gardens' main entry to the Trail. View faces west, looking down upon the proposed redesigned entryway. The Trail is visible in the background.

Part G Attachment:

5. Photos (pre-submittal)

Below are views of the current area that will be developed into the redesigned entryway into Hudson Gardens from the Trail.



View faces northeast.



View faces southeast.



View faces southwest.

Part G Attachment:

5. Photos (pre-submittal)

Below are views of Hudson Gardens from the Trail.



View of the location where the redesigned entryway would reside.



View of the current Trail entry (existing trailhead) and snack shop area during a summer weekday. View faces southeast.



View of the Trail, facing south. Hudson Gardens is indicated with the yellow arrow.

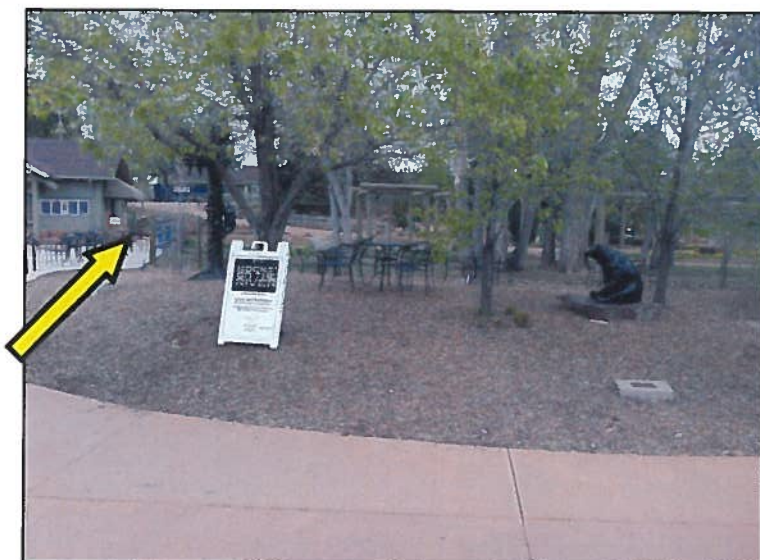
Part G Attachment:

5. Photos (pre-submittal)

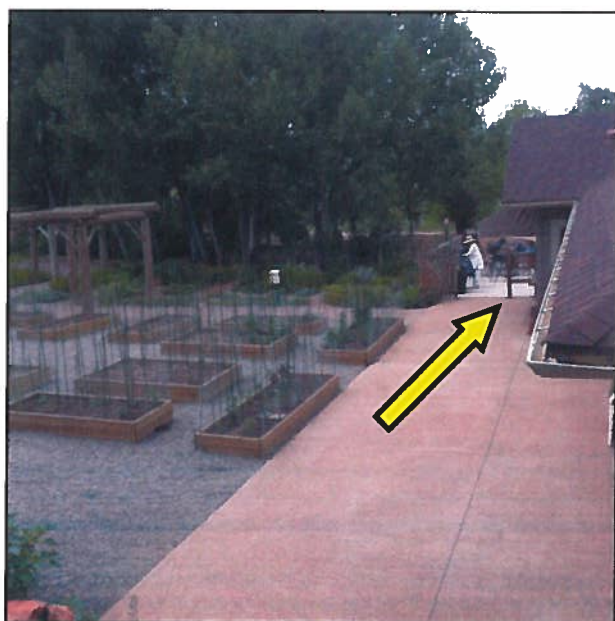
Below are views of the existing trailhead/Trail entry, indicated by yellow arrows.



View faces east.



View faces east.



View faces west.

Part G – Attachments

6) Maps

- a. Vicinity Map**
- b. Site Map**

Part G Attachment:
6. Maps: Vicinity Map



Part G Attachment:
6. Maps: Site Map



Part G – Attachments

7) Site Visit Form

- a. Plan and project site visit form
- b. Yahoo driving directions

2016 ACOS Grant Applicant Site Visit Form

City of Littleton

Standard Grant, Trail Project

Name of Applicant

Grant Category and Type

Phase I River Integration at Hudson Gardens

Title of Grant

Mike Braaten, Deputy City Manager

mbraaten@littletongov.org; 720-837-5260

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)

1. Project Address: 6115 S Santa Fe Drive, Littleton, CO 80120. Hudson Gardens is located at the intersection of South Santa Fe Drive and South Sumner Street, on the western side of South Santa Fe Drive.
2. Directions from ACOS offices to project site:
Head toward E Easter Ave on S Lima St
Turn right onto E Easter Ave
Turn left onto S Havana St
Continue on E Dry Creek Rd
Turn left and take ramp onto I-25 S
Take exit 194 toward Grand Jct onto CO-470 W
Take the exit toward Santa Fe Dr onto US-85 N (S Santa Fe Dr)
Turn left onto S Vinewood St
Arrive at S Vinewood St
3. Yahoo driving directions are attached.
4. Proposed meeting location: Hudson Gardens' Welcome Center (immediately west of the main parking lot at Hudson Gardens)
5. Other important information: Hudson Gardens' primary address is that of the log cabin building located to the north of the parking lot. If turning onto Maplewood instead of Vinewood/Sumner, take your first left into the parking lot and follow the road south to Hudson gardens' main parking lot, where you'll see the Welcome Center towards the west.

1/15/2016

Driving directions to 6115 S Santa Fe Dr, Littleton, CO 80120-1818 on Yahoo Maps, Driving Directions and Traffic

Map & Directions

Map Only

Directions Only

Print

B 5 Hotels in Littleton CO booking.com/Littleton-Hotels Have a Great Time in Littleton for Less When You Book Online & Save!

Ad

YAHOO!
MAPS

A 6934 S Lima St, Unit a, Englewood, CO 80112-3881

Enter notes here

B 6115 S Santa Fe Dr, Littleton, CO 80120-1818

255

Total Distance: 15.35 mi — Total Time: 22 mins

Map Layout



A 6934 S Lima St, Unit a, Englewood, CO 80112-3881

Expand All

Head toward E Easter Ave on S Lima St

Go for 0.2 mi

Hide



Turn right onto E Easter Ave

Go for 0.5 mi

Hide



Turn left onto S Havana St

Go for 0.5 mi

Hide

1/15/2016

Driving directions to 6115 S Santa Fe Dr, Littleton, CO 80120-1818 on Yahoo Maps, Driving Directions and Traffic



Continue on E Dry Creek Rd

Go for 0.5 mi

Hide



Turn left and take ramp onto I-25 S

Go for 1.3 mi

Hide



Take exit 194 toward Grand Jct onto CO-470 W

Go for 9.0 mi

Hide



Take the exit toward Santa Fe Dr onto US-85 N (S Santa Fe Dr)

Go for 3.2 mi

Hide



Turn left onto S Vinewood St

Go for 459 ft

Hide

Arrive at S Vinewood St.

Hide



6115 S Santa Fe Dr, Littleton, CO 80120-1818

Expand All

When using any driving directions or map, it is a good idea to double check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning

Part G – Attachments

- 8) Evidence of commitment to long-term maintenance, including the maintenance budget and agency capacity to maintain (*letter from management/maintenance agency*)
 - a. Letter from South Suburban Parks and Recreation Executive Director Rob Hanna



South Suburban
PARKS AND RECREATION

January 13, 2016

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

Re: Letter of Support/Ownership/Maintenance Responsibility-Hudson Gardens' River
Integration Project

Ladies and Gentlemen,

Please consider this letter as support for the City of Littleton's application for an Arapahoe County Open Space grant to provide funding to integrate The Hudson Gardens & Event Center ('Hudson Gardens') with the Mary Carter Greenway Trail through the River Integration project.

The River Integration project aligns well with the District's goals, the South Platte Working Group's vision for the South Platte River corridor, and Hudson Gardens' facility master plan. The proposed improvements will contribute greatly to the rich character of the South Platte River corridor and the City of Littleton and will undoubtedly enrich the experiences of those visiting the Mary Carter Greenway Trail and Hudson Gardens.

South Suburban is the legal owner of Hudson Gardens and confirms permission for the Phase I River Integration project to occur on the property. Management, operation, and maintenance of the facility is performed by the King C. Hudson and Evelyn Leigh Hudson Foundation, Inc. via a management agreement with South Suburban (the agreement is included as an attachment to this application). Should the project be funded, long-term maintenance of the River Integration project site will be the responsibility of the Foundation, supported by South Suburban. Per the management agreement, should the Foundation cease to operate the facility, South Suburban will assume responsibility for upkeep and maintenance of the project site. South Suburban and Hudson Gardens will both ensure that the project site remains open and accessible to the public.

Thank you very much for your consideration of this important project, which has the full support of South Suburban Parks and Recreation.

Sincerely,

Rob Hanna
Executive Director

Administrative Office
6631 S. University Blvd.
Centennial, CO 80121-2913

phone 303.798.5131
fax 303.798.3030
ssprd.org

Board of Directors
John K. Ostermiller, Chair

Susan M. Rosser
Pamela M. Eller
Michael T. Anderson
Scott A. LaBrash

Executive Director
Rob Hanna

Part G – Attachments

- 9) Evidence of property ownership/legal access (*legal documentation*)
 - a. Warranty Deed
 - b. ArapaMap property data confirming ownership

Recorded at _____ o'clock _____ M., _____
Reception No. _____ Recorder _____

WARRANTY DEED

THIS DEED, Made this _____ day of **November** 19 **97**
between **KING C. HUDSON AND EVELYN LEIGH HUDSON**
FOUNDATION, INC.

a corporation duly organized and existing under and by virtue of the laws of the State
of **Colorado** grantor, and

SOUTH SUBURBAN PARK AND RECREATION DISTRICT,

~~quasi-municipal~~

a corporation duly organized and existing under and by virtue of the laws of the State
of **Colorado** grantee, whose legal address is **6631 South University Boulevard,**

Littleton, Colorado 80121

WITNESSETH, That the grantor, for and in consideration of the sum of **Ten Dollars (\$10.00)** and other
good and valuable consideration ~~the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell,~~
convey and confirm, unto the grantee, its successors and assigns forever, all the real property together with improvements, if any, situate, lying and being
in the _____ County of **Arapahoe** and State of Colorado, described as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

Use of the property described on Exhibit B attached hereto and incorporated herein by this reference shall be restricted perpetually to display gardens, or open space or recreation and related operations, and to horticultural, educational, cultural, recreational, parking and fund-raising uses, activities, improvements and events that are compatible with the above.

also known by street and number as:

TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. And the grantor for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the grantee, its successors and assigns, that at the time of the enrolling and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, incumbrances and restrictions of or nature soever, except **rights-of-way and easements of record.**

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof

IN WITNESS WHEREOF, The grantor has caused its corporate name to be hereunto subscribed by its _____ president, and its corporate seal to be hereunto affixed, attested by its _____ secretary, the day and year first above written.

Attest:

KING C. HUDSON AND EVELYN LEIGH
HUDSON FOUNDATION, INC., a
Colorado corporation

Dolores Gustafson
Secretary

By *Marilyn Scholze*
President

STATE OF COLORADO.

County of **Arapahoe**

The foregoing instrument was acknowledged before me this **24th** day of **November**, 19**97**, by
Marilyn Scholze as President and *Dolores Gustafson* as Secretary of **King C. Hudson and Evelyn Leigh Hudson** Foundation, Inc., a corporation

My commission expires **May 10, 1999**
Witness my hand and official seal

Stephen C. Young
Notary Public
5417 S. Perry St. Littleton CO 80123
Address

*If in Denver, insert "City and,"

EXHIBIT A
TO WARRANTY DEED

Parcel 1

Lot 1, Block 1, Hudson Gardens Subdivision, Arapahoe
County, Colorado

Parcel 2

Lots 19 through 25, Platte View Subdivision, Arapahoe
County, Colorado

Parcel 3

The southerly 160.00 feet of the easterly 150.00 feet
of Lots 3 and 4, Block 2, W.R. Viles Addition to
Littleton, Arapahoe County, Colorado

EXHIBIT B
TO WARRANTY DEED

Parcel 1 (portion)

Lot 1, Block 1, Hudson Gardens Subdivision, Arapahoe County, Colorado,

EXCEPT those portions of Lot 1, Block 1, Hudson Gardens Subdivision which are described as follows:

- (a) The building structure previously utilized as a residence and known as 2888 West Maplewood Avenue; and
- (b) The building structure commonly known as the Inn, together with the following described property:

A parcel of land lying in the East one-half of the Northeast one-quarter of Section 20, Township 5 South, Range 68 West of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

Basis of Bearings: The Westerly line of Lots 1-18 Platte View, as recorded in Plat Book 9 at Page 20, Arapahoe County Records, being monumented at each end with a No. 4, rebar with No. Survey Markings, with the line between them assumed to bear $N00^{\circ}45'04''$ E, 449.01 feet

Commencing at the Northwestern corner of said Lot 1, Platte View; thence $N89^{\circ}55'58''$ E, along the Northerly line of said Lot 1, a distance of 210.83 feet to a point on the Westerly right-of-way line of State of Highway No. 85; thence $N07^{\circ}39'55''$ W, along said Westerly right-of-way line, a distance of 278.09 feet to the point of beginning; thence $S82^{\circ}54'50''$ W, a distance of 305.22 feet to a point on the general alignment of a four foot highway split fence as it exists, May 1997; thence along the general alignment of said fence the following fifteen (15) courses:

1. $N19^{\circ}05'15''$ E, a distance of 30.96 feet;
2. $N26^{\circ}54'48''$ E, a distance of 49.41 feet;
3. $N27^{\circ}49'09''$ E, a distance of 15.84 feet;
4. $S88^{\circ}59'44''$ E, a distance of 49.05 feet;
5. $N00^{\circ}57'41''$ W, a distance of 49.92 feet;
6. $N85^{\circ}21'23''$ W, a distance of 85.68 feet;
7. $N79^{\circ}52'49''$ W, a distance of 15.97 feet;
8. $N48^{\circ}29'24''$ W, a distance of 18.47 feet;
9. $N17^{\circ}33'13''$ W, a distance of 25.41 feet;
10. $N11^{\circ}56'50''$ E, a distance of 27.89 feet;
11. $N43^{\circ}43'59''$ E, a distance of 20.64 feet;
12. $N64^{\circ}56'48''$ E, a distance of 22.19 feet;
13. $N73^{\circ}18'18''$ E, a distance of 11.04 feet;
14. $N19^{\circ}13'38''$ W, a distance of 16.30 feet;
15. $N24^{\circ}37'29''$ W, a distance of 40.44 feet;

thence departing the general alignment of said fence; thence following two (2) courses:

1. $N44^{\circ}11'39''$ E, a distance of 90.91 feet;
2. $N89^{\circ}20'12''$ E, a distance of 26.09 feet to a point on the general alignment of a four foot high split rail fence as it exists, May 1997;

thence N00°39'48" W. along the general alignment of said fence and along said fence line extended, a distance of 95.82 feet;

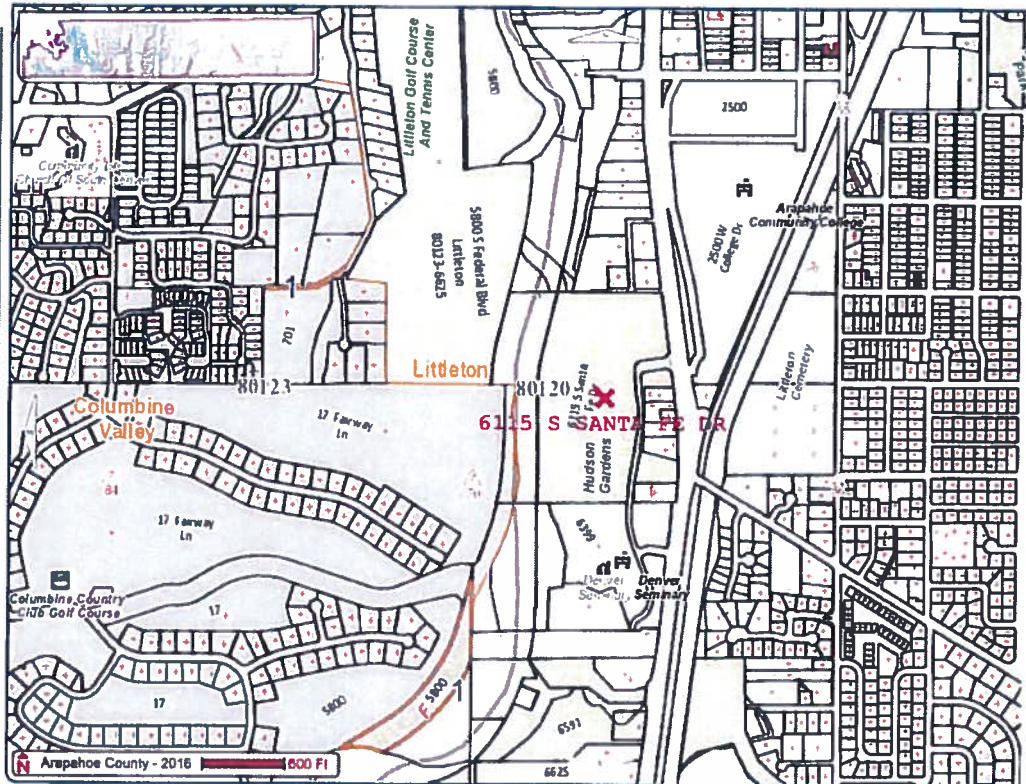
thence the following two (2) courses:

1. N89°58'00" E, a distance of 164.95 feet to a point on the Westerly right-of-way line of State Highway No. 85;
2. S07°39'55" E, along said Westerly right-of-way line, a distance of 416.97 feet to the point of beginning.

Parcel 2

Lots 19 through 25, Platte View Subdivision, Arapahoe
County, Colorado

Layers	Locate	Query	Map	Print
Drill-Down Information				
Parcel				
Addr: 6115 S SANTA FE DR Owner: SOUTH SUBURBAN PARK & RECREATION DISTRICT 2077-20-1-21-002				
Assessor Tax Map				
2077-20-1				
Jurisdiction				
LITTLETON				
Voting Precinct				
150				
Sales Tax				
LITTLETON - 7.25%				
Tax Area Group				
0900				
2010 DPIM Panel				
http://gis.arapahoegov.com/Scanned				
Subdivision				
HUDSON GARDENS SUBDIVISION				
Census Tract				
Census Tract 65.01				
Census Block Group				
Block Group 1 (part)				
Census Block				
Block 1047				
County Commissioner				
Nancy Doty				
Littleton District				
Carol Brzezczek				
Littleton District				
Bruce Beckman				
Littleton District				
Peggy Cole				
Littleton District				
Doug Clark				
U.S. Congress				
Mike Coffman				

**Print Map**

Title to display on Map:

Create Print

Map Size

- ☒ 8.5" x 11" (Ltr)
☐ 11" x 17" (B)
☐ 17" x 22" (C)
☐ 24" x 36" (D)

Orientation**Scale to Display on Map**
☒ Fit Print to Page

Locate Address - Enter an address in the search form and follow instructions

Scale: 1:25000 (1:25000) Screen DPI: 96

Lat: 39° 36' 41.71" N
 Lon: 105° 2' 8.54" W

ArapaMAP

Part G – Attachments

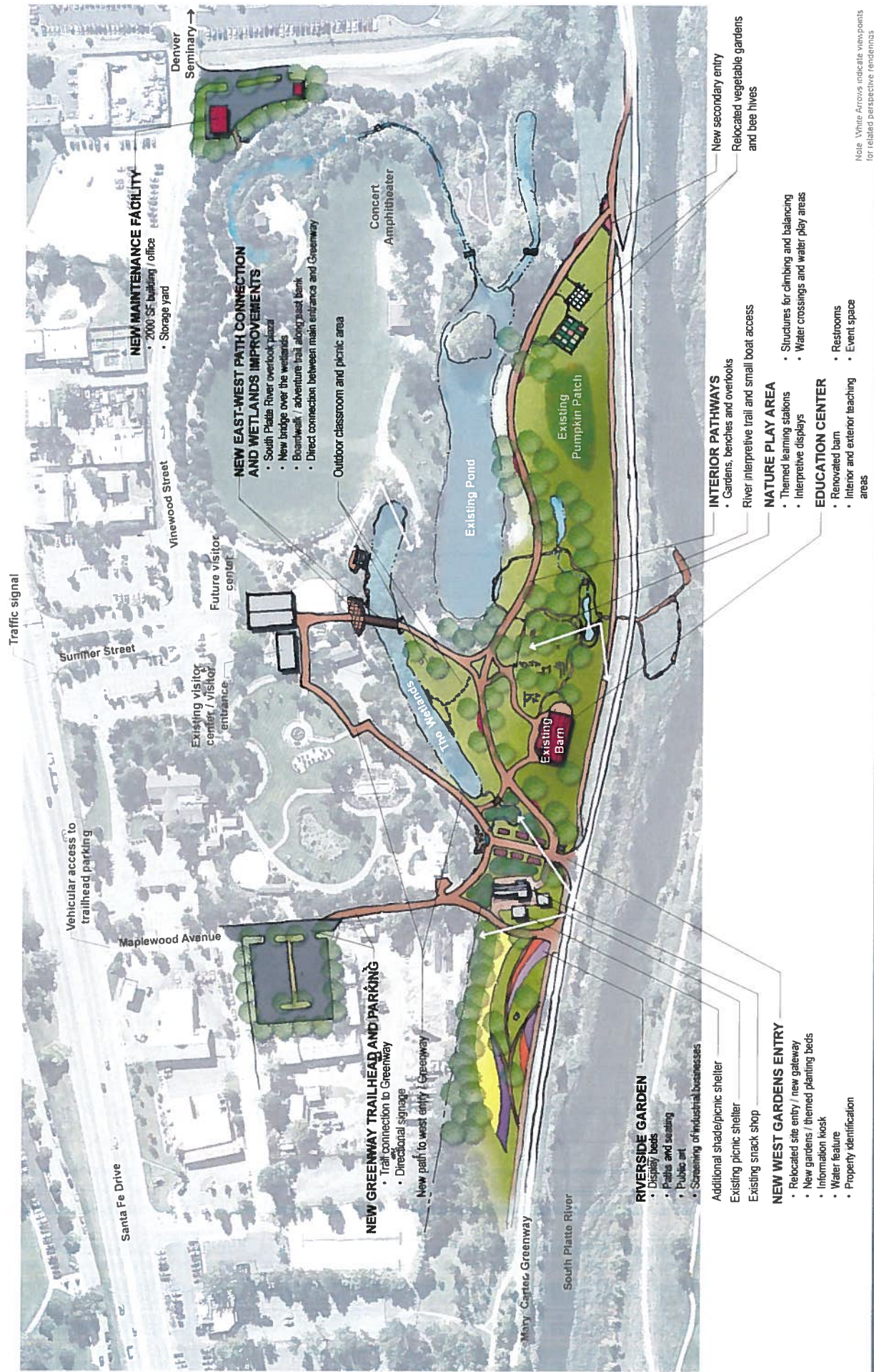
11) GIS shapefile

Submitted as a separate file (shapefile format)

Part G – Attachments

12) Other: Conceptual Site Plans

- a. Four-phase master plan for River Integration at Hudson Gardens**
- b. Phasing exhibit for River Integration at Hudson Gardens**
- c. Phase I conceptual plan for River Integration at Hudson Gardens**





1

PHASE 1 GREENWAY TRAILHEAD / WEST GARDENS ENTRYWAY

- Trailhead and parking lot
- Improved trail access to Mary Carter Greenway
- West gardens entryway and Gateway Garden

2

PHASE 2 HUDSON GARDENS RIVER WALK EDUCATION CENTER AND NATURE PLAY AREA

- Remodeled barn becomes education center
- New trail with river and garden views
- Nature play area -- regional play attraction
- Restored prairie meadow along gardens edge

3

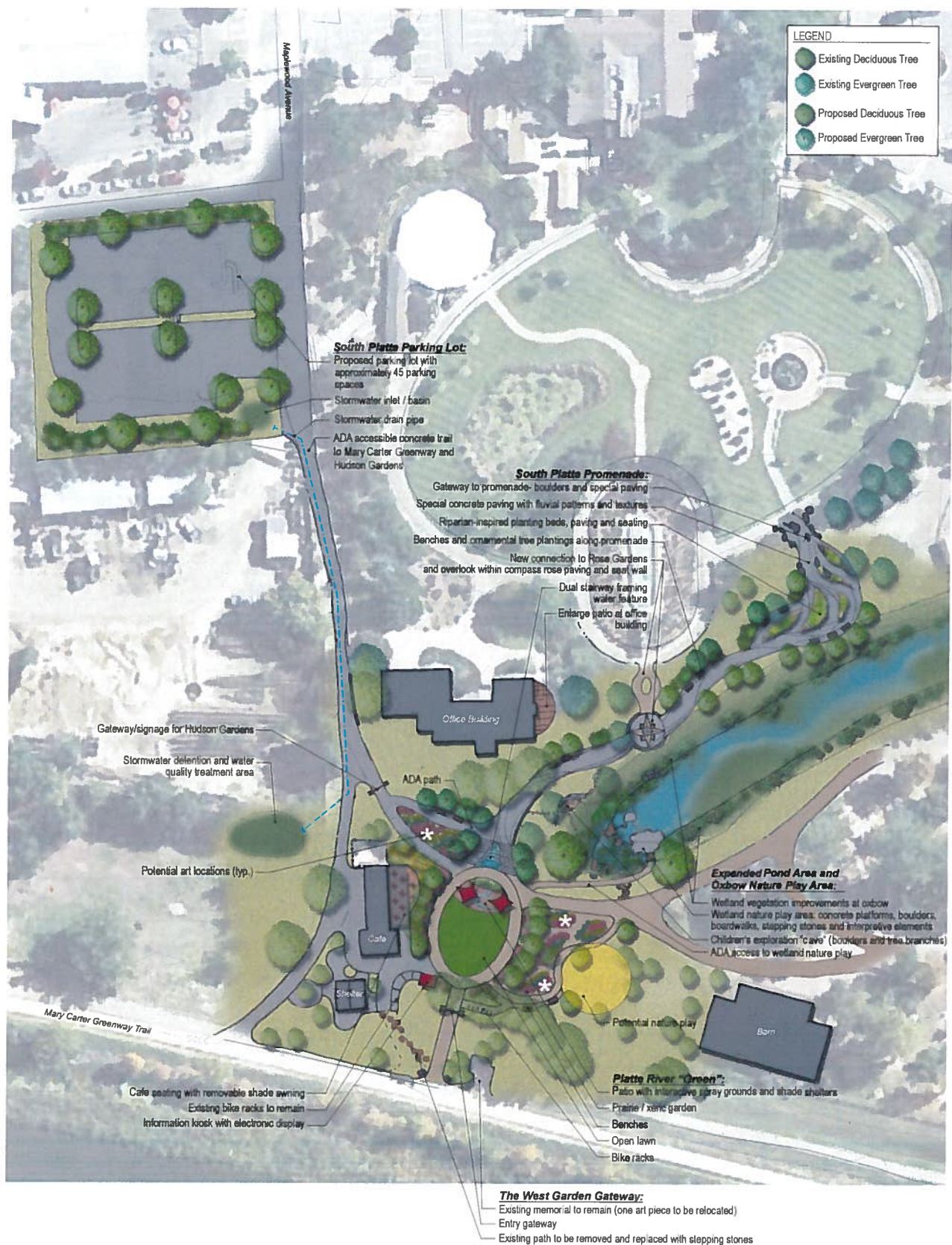
PHASE 3 EAST-WEST PATH CONNECTION AND WETLAND IMPROVEMENTS

- Platte River overlook plaza
- Bridge across wetlands and direct path to Education Center/ West Gateway
- Adventure trail and boardwalk along wetland's edge
- Environmental education learning areas at wetland's edge

4

PHASE 4 RIVERSIDE GARDEN

- Large sunflower and perennial beds
- Palis, benches and public art
- New shade pavilion
- Restored prairie



Part G – Attachments

- 13) Other: Management Agreement between South Suburban and the King C. Hudson and Evelyn Leigh Hudson Foundation, Inc. (Note: additional exhibits to the Agreement have been provided to the ACOS Grants Program Administrator)

MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of November, 1997, by and between SOUTH SUBURBAN PARK AND RECREATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("District"), and KING C. HUDSON AND EVELYN LEIGH HUDSON FOUNDATION, INC., a Colorado nonprofit corporation ("Foundation").

RECITALS

A. Foundation has on the date shown above transferred to District those assets listed on Exhibits A and B attached hereto and made a part hereof. Foundation has retained other assets not shown on Exhibits A and B.

B. District has on the date shown above assumed or discharged liabilities of Foundation listed on Exhibit C attached hereto.

C. District is advancing funds as needed to Foundation.

NOW, THEREFORE, for valid consideration, the receipt and adequacy of which is hereby acknowledged, it is agreed as follows:

AGREEMENT

1. MANAGED ASSETS. District hereby engages Foundation to manage the assets listed on Exhibits A and B hereof (the "Gardens"), and Foundation hereby accepts such engagement.

2. FUNDING. District shall furnish operating funds to Foundation up to the amount of \$350,000 during 1998. Subject to annual appropriation by District, additional operating support and capital funds shall also be provided by District to Foundation in 1999 and subsequent years in such amounts as the parties agree is reasonable and necessary to perpetuate the Gardens in accordance with the Statement of Intent (the "Statement") attached to the Agreement between the parties dated November 24, 1997 by which Foundation conveyed the Gardens to District, .

3. TERM OF AGREEMENT. The term of this Agreement shall be for a period commencing on the date hereof and terminating on December 31, 1998. The term of this Agreement shall be extended automatically for successive one year periods unless District shall give notice to Foundation on or before December 1 of any year that, notwithstanding the Statement, District is not able or willing to appropriate funds to aid in the operation of the Gardens for the upcoming calendar year.

4. TERMINATION OF AGREEMENT. Either party may terminate this Agreement at any time for cause upon a written notice. For this purpose, cause shall mean: (i) any substantial default under this Agreement that is not substantially cured within 60 days after written notice of default is given by the non-defaulting party to the defaulting party; (ii) any violation of law that

adversely affects the Gardens; or (iii) the bankruptcy, insolvency, involuntary assignment to creditors or dissolution of either party. Notice shall be delivered by (a) hand; (b) certified mail, return receipt requested; or (c) facsimile transmission followed by mailed notice. In the event of termination, Foundation shall return possession of the Gardens to the District, and shall transfer to District all interests then held by Foundation in any real or tangible personal property that is then affixed to or used in connection with or otherwise integral to the operation or maintenance of the Gardens and any other property attributable to any transfer from District; however, all other assets then belonging to Foundation, including without limitation all endowment funds and other cash or investments, shall remain the sole and separate property of Foundation.

5. **USE OF ASSETS.** Foundation shall manage the Gardens for the term of this Agreement and during ordinary and regular business hours as a regional display garden which shall include without limitation: compatible horticultural, educational, cultural, recreational and fund-raising uses, activities and events; the charging of admission; solicitation of donations; sale and offering for sale all of the goods, wares, and merchandise; and the performance of such services as are usually incident thereto. Foundation shall operate for as many hours per day, including holidays, as are required to accommodate satisfactorily, economically and efficiently all prospective patrons. Said hours of operations shall be determined by Foundation, subject to reasonable requests for change by District. Foundation shall comply with all federal, state, county and city laws, ordinances, requirements or regulations; defend against the violation of same in good faith; and diligently conduct any necessary proceedings to prevent and avoid any adverse consequences of the same and holds District harmless for any violation by Foundation. Within the limits of the financial resources available to it, Foundation will at all times carry a full and complete stock of items and will maintain adequate personnel for the efficient service of its customers, patrons and donors, and in general, employ its best judgment, efforts and abilities to carry on operations in a manner calculated to produce the maximum educational benefit to the public.

6. **DEDICATION OF FOUNDATION EFFORTS.** So long as Foundation continues as the manager of the Gardens under this Agreement, Foundation will use its best efforts to raise the maximum amount of support possible for the operation, maintenance and improvement of the Gardens through annual fund-raising, membership development, capital campaigns, special events and functions, gift shop sales and other means. Furthermore, so long as Foundation continues as the manager of the Gardens under this Agreement, Foundation will use all of its own assets for the exclusive benefit of the Gardens and the various programs and activities of Foundation carried out in conjunction with its management of the Gardens. Any property of Foundation used to improve the Gardens or that becomes affixed to the Gardens shall become the property of District.

7. **LICENSES - LAWFUL OPERATION.** Foundation shall maintain in force and pay, at Foundation's expense, all fees for licenses required and taxes due (federal, state, county or city) in connection with the operation of the Gardens.

8. **NO PARTNERSHIP CREATED.** Nothing herein contained shall be deemed, held or construed to make the District a partner or an associate of Foundation in the conduct of operation of the Gardens nor to render the District liable for any debts, liabilities or obligations incurred by Foundation in the conduct of said operation, it being expressly understood and agreed that the

relationship between the parties hereto is and shall at all times remain that in which Foundation is an independent contractor.

9. **MAINTENANCE AND REPAIRS: ALTERNATIONS AND ADDITIONS.**

Foundation shall, at Foundation's sole cost and expense, but within the limits of the financial resources available to it, keep in good order, condition and repair the foundations, exterior walls (including the interior surface of walls), all windows, doors and plate glass, canopy, downspouts, gutters, parking lot, curbs, sign poles, parking light poles and roof of the buildings, and as necessary, or when required by governmental authority, make modifications or replacements thereof, and make all such repairs, modifications or replacements which become necessary or desirable by reason of Foundation's use of the Gardens or the negligence of Foundation's customers, invitees or employees, unless and to the extent the damage or loss resulting is covered under any policy of insurance of the District and such loss or damage is paid to or on behalf of District, pursuant to such insurance policy.

Foundation shall, as operator, decorate, maintain and keep in good order, condition and repair and replace as required the interior of the buildings, including electrical equipment, plumbing and sprinkler systems applicable to the buildings, if any, installed therein, glass, carpeting, window coverings, furnishings or fixtures, with glass, carpeting, window coverings, furnishings or fixtures of the same or similar quality.

10. **INSURANCE.** Foundation shall carry property and liability insurance on the Gardens, with the District as an additional named insured, the cost of which shall be an operating expense. The minimum insurance District expects Foundation to carry is (i) property insurance covering the current value of the buildings and other improvements at the Gardens (but not including plants) and (ii) liability insurance with a coverage of \$150,000 per person and \$600,000 per occurrence. Foundation shall also carry Worker's Compensation and Unemployment Compensation Insurance and any other insurance required to comply fully with Laws of the State of Colorado.

11. **ACCOUNTING.** It is expected that Foundation will be subject to the financial policies and practices of District to the extent applicable and as required. District shall have the authority, without limitations, to review and audit all accounting records; including banking relations, investments, liabilities, cash controls, obligations, dispositions, checks, creditor's statements and invoices, accounts receivables, claims, financially related correspondence, etc. to assure compliance and propriety of all such transactions. However, the obligations for complying with all such policies, sound financial practices, and record retention shall remain the duty and obligation of Foundation.

12. **LIENS.** Foundation agrees that it will pay or cause to be paid all costs for work done by it on the buildings or the Gardens, and Foundation will keep the Gardens free and clear of all mechanic's liens.

13. **ASSIGNMENT.** Foundation shall not sell, assign, or otherwise transfer any of Foundation's interest in this Agreement or in the Gardens without prior written consent of District.

14. **NOTICES.** All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing to:

As to the District: South Suburban Park and Recreation District
ATTN: David A. Lorenz, Executive Director
6631 South University Boulevard
Littleton, Colorado 80121

As to Foundation: King C. Hudson and Evelyn Leigh
Hudson Foundation, Inc.
Attn: President
2888 West Maplewood Avenue
Littleton, CO 80120-1807

15. **UTILITIES.** Foundation agrees to pay as all utility charges in the form of gas, electricity, and other utility charges that apply to the Gardens and where possible to have said utilities be in Foundation's name.

16. **PERSONAL PROPERTY.** Foundation has retained all of its assets not shown on Exhibits A and B ("Retained Assets" including those reflected on Exhibit D). The Retained Assets shall continue to be owned and managed by Foundation and assets acquired by Foundation in the future shall be owned and managed by Foundation, all consistent with the terms of this MANAGEMENT AGREEMENT, to the extent such assets relate to or become affixed to the Gardens.

17. **INSPECTION REPORTS.** Foundation agrees to provided District copies of any and all inspection reports developed by governmental entities with authority over the Gardens.

18. **OTHER PROVISIONS.** Foundation will exercise its best efforts to advertise and promote the operation and its services to its potential customers and donors.

This contract shall be interpreted by Colorado law. If any portion of this contract shall be deemed to be unenforceable, such unenforceability shall not affect the balance of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first hereinabove stated.

SOUTH SUBURBAN PARK
AND RECREATION DISTRICT

By: Charles E. Stroh
Charles E. Stroh, President

ATTEST:

Roberta F. Gillis
Roberta F. Gillis, Secretary

Date: November 24, 1997

KING C. HUDSON AND
EVELYN LEIGH HUDSON
FOUNDATION, INC.

By: Marilyn Scholge
Marilyn Scholge, President

ATTEST:

Dolores Gustafson
Dolores Gustafson, Secretary

Date: November 24, 1997

STATE OF COLORADO }
 } ss.
COUNTY OF ARAPAHOE }

The foregoing instrument was acknowledged before me this 24th day of November, 1997, by Charles E. Stroh as President and Roberta F. Gillis as Secretary of South Suburban Park and Recreation District, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

Charles E. Young
Notary Public

My commission expires: May 10, 1999

STATE OF COLORADO }
 } ss.
COUNTY OF ARAPAHOE }

The foregoing instrument was acknowledged before me this 24th day of November, 1997, by Marilyn Schalge as President and Dolores Gustafson as Secretary of King C. Hudson and Evelyn Leigh Hudson Foundation, Inc. a Colorado corporation.

Witness my hand and official seal.

Stephen C. Young
Notary Public

My commission expires: *May 10, 1999*



ARAPAHOE COUNTY
PROTECT. CONNECT. ENJOY.

May 24, 2016

City of Littleton
Mike Braaten
2255 West Berry Avenue
Littleton, CO 80120

Re: Phase I River Integration at Hudson Gardens Standard Grant

Dear Mike,

The Arapahoe County Open Space Grant Program is pleased to inform the City of Littleton that the Spring 2016 Phase I Integration at Hudson Gardens Standard Grant application has been approved for funding in the amount of \$400,000.

In the next few days you will receive an email containing instructions and next steps to processing the project award.

We look forward to working with you in making this project a reality!

Sincerely,

Lindsey Miller
Grants Program Administrator
Arapahoe County Open Spaces
720-874-6724
lmiller@arapahoe.gov

CITY OF LITTLETON, COLORADO

Resolution No. 5

Series, 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LITTLETON, COLORADO, SUPPORTING AN APPLICATION BY THE
CITY ON BEHALF OF THE KING C. HUDSON AND EVELYN LEIGH
HUDSON FOUNDATION, INC. FOR AN ARAPAHOE COUNTY OPEN
SPACE GRANT FOR TRAIL AND SITE IMPROVEMENTS AND
AMENITIES AT THE HUDSON GARDENS & EVENT CENTER
(HUDSON GARDENS)**

WHEREAS, the King C. Hudson and Evelyn Leigh Hudson Foundation, Inc. desires to integrate Hudson Gardens with the Mary Carter Greenway Trail and South Platte River Corridor through trail improvements and additional site amenities;

WHEREAS, the city has been cooperating with the King C. Hudson and Evelyn Leigh Hudson Foundation, Inc. to enhance the quality of parks, trails, and open space systems within the city;

WHEREAS, the improvements at Hudson Gardens will include the creation of a new trailhead parking facility, improved trail connections between Hudson Gardens and the Mary Carter Greenway Trail, and additional amenities including seating and picnicking areas, shade structures, bicycle parking, artistic features, and educational displays;

WHEREAS, funding these improvements at Hudson Gardens will enhance the value of the South Platte River corridor;

WHEREAS, the city council awarded \$400,000 in matching funds to Hudson Gardens from the City's 2015 budget for this project;

WHEREAS, Hudson Gardens has appropriated \$200,000 in matching funds from its fund balance for this project; and

WHEREAS, the city will act as the submitting entity for the application and should the grant be funded, will also act as the pass-through administrator of the grant;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF LITTLETON, COLORADO, THAT:**

The City of Littleton supports and agrees to submit on behalf of the King C. Hudson and Evelyn Leigh Hudson Foundation, Inc. a grant application for a 2016 Arapahoe County Open Space funds for trail improvements and site amenities at Hudson Gardens. Should

Resolution No. 05-2016

Page 2 of 2

the project be funded the city council authorizes the city manager or his designee to sign a grant agreement and grant reports with Arapahoe County

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the

City Council of the City of Littleton, Colorado, on the 19th day of January, 2016, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

DocuSigned by:



Wendy Heffner

CITY CLERK

DocuSigned by:



Bruce O. Beckman

MAYOR

APPROVED AS TO FORM:

DocuSigned by:



Kristin Schedorn

CITY ATTORNEY



Staff Communication

File #: ID# 16-132, **Version:** 1

Agenda Date: 07/05/2016

Subject:

Request to table Resolution 31-2016 to August 2 City Council meeting approving the Amended and Restated Intergovernmental Agreement Establishing the Chatfield Watershed Authority

Presented By: Mark Relph, Public Works and Utilities Director

POLICY QUESTION:

Does city council support tabling the resolution to allow legal review of the additional information received from Chatfield Watershed Authority?

BACKGROUND:

Additional information was received from Chatfield Watershed Authority and is currently under legal review.

PROPOSED MOTION:

I move to approve tabling Resolution 31-2016 to the August 2 City Council meeting.



Staff Communication

File #: ID# 16-137, Version: 1

Agenda Date: 07/05/2016

Subject:
Certification of the June 7, 2016 regular meeting minutes

Presented By: Wendy Heffner, City Clerk

CITY CLERK CERTIFICATION:

I hereby certify that I have reviewed the video recording for the June 7, 2016 regular meeting of the Littleton City Council and that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video or audio functions of the recording

PROPOSED MOTION:

I move to approve, based on the recording secretary's certification, the June 7, 2016 video as the minutes for the June 7, 2016 regular meeting of the City Council.



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Minutes

City Council

Tuesday, June 7, 2016

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

**Council Member Clark arrived at 6:40 p.m.*

Present: 7 - Mayor Pro-Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

Public Comment on Consent Agenda and General Business items

Matthew Rork – The Grove
Isabel Lopez – The Grove
Carol Brzeczek – The Grove
Paul Bingham – The Grove
Frank Atwood – The Grove
Pam Chadbourne – The Grove
Don Bruns – The Grove
Carol Fey – The Grove
Patrick Fitzgerald – The Grove
Marty Brzeczek – The Grove
Lou Sullivan – The Grove / Sign Code
Robin Swartzbacker – The Grove
Kal Murib – The Grove
Pat Dunahay – The Grove
Sudee Floyd – Sign Code / The Grove
Nell Jarrett – The Grove
David Schwan – The Grove
John Watson – The Grove / Process
Deborah Gallegos – The Grove
Francis Pierson – The Grove
Gloria Shone – The Grove
Bob Schwinn – The Grove
Peter TenEyck – The Grove
Barbara Foulder – The Grove
Carl Poulson – The Grove
Ken Whitney – The Grove / Process
Betty Harris – The Grove
Sherrie Chism – The Grove
Jeanie Erickson – The Grove
Kent Bagley – The Grove
Nathan Martin – The Grove
Jessica Alizadeh – The Grove
Joseph Trujillo – The Grove

5. Consent Agenda Items

- a) [Resolution 29-2016](#) A resolution approving an amendment to an agreement with the Urban Drainage and Flood Control District, Arapahoe County, and South Suburban Park and Recreation District regarding conceptual design of drainage and flood control improvements for the South Platte River in South Platte Park

approved
- d) [Resolution 28-2016](#) A resolution authorizing an agreement regarding funding of a conceptual plan to repurpose a portion of the High Line Canal for stormwater collection, treatment and conveyance of treated stormwater to vegetation adjacent to the canal.

approved

Approval of the Consent Agenda

Council Member Cernanec moved, and Mayor Pro-Tem Brinkman seconded, to approve consent agenda items a and d. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

- b) [Resolution 31-2016](#) A resolution approving the Amended and Restated Intergovernmental Agreement Establishing the Chatfield Watershed Authority

Resolution 31-2016 was removed from the consent agenda by Council Member Clark

Council Member Clark moved and Mayor Pro Tem Brinkman seconded to postpone approval of Resolution 31 to the July 5, 2016 regular city council meeting. The vote is 4-3, with Mayor Pro Tem Brinkman, Mayor Beckman and Council Member Valdes voting no. The motion carries.

Aye: 4 - Council Member Cernanec, Council Member Clark, Council Member Cole and Council Member Hopping

Nay: 3 - Mayor Pro Tem Brinkman, Mayor Beckman and Council Member Valdes

- c) **Ordinance 07-2016** An ordinance amending chapter 3 of title 4 and chapter 20 of title 3 of the city code concerning the regulation of signs

Ordinance 07-2016 was removed from the consent agenda by Council Member Clark.

Mayor Pro Tem Brinkman moved and Council Member Cernanec seconded to approve on first reading the ordinance amending chapter 3 of title 4 and chapter 20 of title 3 of the city code concerning the regulation of signs and to schedule a public hearing on July 5, 2016 at 6:30 p.m. in the council chamber. The vote is 6-1, with Council Member Clark voting no. The motion carries.

Aye: 6 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Cole, Council Member Hopping and Council Member Valdes

Nay: 1 - Council Member Clark

- e) [ID# 16-111](#) Certification of the May 17, 2016 regular meeting minutes

Certificaton of the May 17, 2016 video as the minutes was removed from the consent agenda by Council Member Clark.

Mayor Pro Tem Brinkman moved and Council Member Cernanec seconded to approve, based on the recording secretary's certification, the May 17th video as the minutes for the May 17, 2016 regular meeting of the City Council. The vote is 6-1, with Council Member Clark voting no. The motion carries.

Aye: 6 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Cole, Council Member Hopping and Council Member Valdes

Nay: 1 - Council Member Clark

6. Ordinances for Second Reading and Public Hearing**7. General Business**

- a) [ID# 16-114](#) Council Member Clark moved and Council Member Valdes seconded that (we) Council instruct staff to withdraw the site development plan and the currently issued building permits for the Grove.

Council Member Clark, with consent from Council Member Valdes as the seconder of the original motion, withdrew his motion. The council agreed unanimously.

General Business - Council Motions

Council Member Clark moved and Council Member Cole seconded to designate the June 14 meeting as a special meeting to allow council to go into an Executive Meeting, or take any other action that council may deem appropriate. The vote is 6-1, with Council Member Cernanec voting no. The motion carries.

Mayor Pro Tem Brinkman moved and Council Member Cernanec seconded to direct staff to present to council, at its next regular meeting on July 5, 2016, an emergency ordinance imposing a 90 day moratorium on the acceptance of any new land use applications for any property located within the B-2 zoning district and to provide council with a workplan on updating the B-2 zoning regulations and a recommendation on extending the duration of the temporary moratorium. Mayor Pro Tem Brinkman amended the motion, and Council Member Cernanec seconded, to clarify the date as the June 14, 2016, special meeting. The vote is 7-0. The motion carries unanimously.

Council Member Hopping moved and Mayor Pro Tem Brinkman seconded to add the following objective to the City Council Goals and Objectives: Update the city's development and zoning codes, including incorporating design standards into those codes, to ensure the ability to implement community goals. The vote is 6-1, with Council Member Clark voting no. The motion carries.

Council Member Valdes moved and Council Member Clark seconded to direct staff to bring forward an ordinance to change the Planning Board to the Planning Commission. The vote is 6-1, with Council Member Hopping voting no. The motion carries.

8. Public Comment

Isabel Lopez - Incident at last meeting

Carol Brzeczek - Limit of 3 minutes

Craig Jones - Angelo's Taverna/Process/City Staff

Deborah Gallegos - The Grove

Frank Atwood - Approval Voting

Theresa Tucker - Weeds/Signs/Downtown

9. Comments / Reports

- a) City Manager
- b) Council Members
- c) Mayor

10. Adjournment

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (48) hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting. For any additional information concerning City meetings, please call the above referenced number.



Staff Communication

File #: ID# 16-138, **Version:** 1

Agenda Date: 07/05/2016

Subject:

Certification of the June 14, 2016 special session meeting minutes

Presented By: Wendy Heffner, City Clerk

RECORDING SECRETARY'S CERTIFICATION:

I hereby certify that I have reviewed the video recording for the June 14, 2016 special session meeting of the Littleton city council and that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video or audio functions of the recording

PROPOSED MOTION:

I move to approve, based on the recording secretary's certification, the June 14, 2016 video as the minutes for the June 14, 2016 special session meeting of the city council.



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Minutes

City Council

Tuesday, June 14, 2016

6:30 PM

Community Room

Study Session/Special Meeting

1. Study Session

- a) Urban Renewal Authority Follow Up with Planning Board and LIFT

2. Special Meeting

3. Roll Call

Present: 6 - Mayor Pro-Tem Brinkman, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

Absent: 1 - Council Member Cernanec

Motion to add an agenda item

Council Member Clark moved and Council Member Valdes seconded to add an agenda item to terminate the employment of the City Manager. Mayor Beckman asked that the item be heard directly prior to the Executive Session and be added as item 4(b). Mayor Pro Tem Brinkman and Council Member Hopping objected to this item being added to the agenda. Mayor Beckman called for a vote. The vote is 4-2 with Mayor Pro Tem Brinkman and Council Member Hopping voting no. The motion carries.

Aye: 4 - Mayor Beckman, Council Member Clark, Council Member Cole and Council Member Valdes

Nay: 2 - Mayor Pro Tem Brinkman and Council Member Hopping

Absent: 1 - Council Member Cernanec

4. Emergency Ordinance

This was approved

- a) [Ordinance 09-2016](#) An emergency ordinance imposing a temporary moratorium on the acceptance of new land use application for property located within the B-2 Community Business Zone District

Mayor Pro Tem Brinkman moved and Council Member Hopping seconded to enact an emergency ordinance imposing a temporary moratorium on the acceptance of any new land use application for property located within the B-2 Community Business zone district. The vote is 6-0. The motion carries unanimously.

Aye: 6 - Mayor Pro Tem Brinkman, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

Absent: 1 - Council Member Cernanec

Motion to terminate the employment of the City Manager

Council Member Clark moved and Council Member Cole seconded to terminate the employment of the City Manager effective immediately. Mayor Pro Tem Brinkman moved and Council Member Hopping seconded to amend the motion to work together as a seven-member council at the council meeting on June 28, 2016, to put together an aggressive work plan for our city manager including a timeline and expectations. City Attorney Schledorn made a clarification that Mayor Pro Tem Brinkman's motion is actually a motion to postpone, or table to June 28, 2016, vs a motion to amend.

Mayor Pro Tem Brinkman moved and Council Member Hopping seconded to withdraw her motion and his second to amend the main motion. Mayor Pro Tem Brinkman moved and Council Member Hopping seconded to table the main motion to the July 5, 2016 meeting of the city council and to schedule a discussion at the June 28, 2016 study session of the city council to discuss with the City Manager a performance plan. The vote is 3-3 with Mayor Pro Mayor Beckman, Council Member Clark and Council Member Cole voting no. The motion fails.

Council Member Clark moved and Council Member Cole seconded to terminate the employment of the City Manager effective immediately. The vote is 4-2, with Mayor Pro Tem Brinkman and Council Member Hopping voting no. The motion carries.

Aye: 4 - Mayor Beckman, Council Member Clark, Council Member Cole and Council Member Valdes

Nay: 2 - Mayor Pro Tem Brinkman and Council Member Hopping

Absent: 1 - Council Member Cernanec

5. Executive Session

- a) [ID# 16-120](#) Executive session pursuant to C.R.S. 24-6-402(4)(b) and Section 27 of the City Charter, for the purpose of conferring with the city attorney and receiving legal advice regarding Case No. 2015CV32363, Burkett v. City of Littleton, et al.

Mayor Beckman moved and Council Member Clark seconded to convene an executive session pursuant to C.R.S. 24-6-402(4)(b) and Section 27 of the City Charter, for the purpose of conferring with the city attorney and receiving legal advice regarding Case No. 2015CV32363, Burkett v. City of Littleton, et al. The motion carries 5-1, with Mayor Pro Tem Brinkman voting no.

Present in the executive session City Attorney Shledorn, Attorney Kemp and all council members, except Council Member Cernanec.

Council convened the executive session at 9:50 p.m.

Aye: 5 - Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

Nay: 1 - Mayor Pro Tem Brinkman

Absent: 1 - Council Member Cernanec

6. Adjournment

Mayor Pro Tem Brinkman did not return from the executive session.

Mayor Beckman adjourned the meeting at 10:36 p.m.

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (48) hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting. For any additional information concerning City meetings, please call the above referenced number.



Staff Communication

File #: ID# 16-135, Version: 1

Agenda Date: 07/05/2016

Subject:

Request to continue the public hearing and second reading of Ordinance 7, which would amend chapter 3 of title 4 and chapter 20 of title 3 of the city code concerning the regulation of signs

Presented By: Mike Braaten, Deputy City Manager

BACKGROUND:

The sign code was approved on first reading on June 7, 2016, with a public hearing scheduled for July 5, 2016. Staff is requesting additional time for legal review, and request council continues the public hearing and second reading to July 19, 2016.

PROPOSED MOTION:

I move to continue the public hearing and second reading for Ordinance 7, which would amend chapter 3 of title 4 and chapter 20 of title 3 of the city code concerning the regulation of signs, to the July 19, 2016 regular city council meeting.



PROTOCOLS AND STANDARDS OF CONDUCT

Adopted 02/02/2016

I. Purpose and Intent

The Charter of the City of Littleton provides the founding document for all issues concerning protocols and standards of conduct as a primary reference, and the City of Littleton is committed to maintaining high ethical standards. The City operates in a representative democracy to serve the citizens of Littleton and ensure the community's needs are met. Public servants have a special responsibility to carry out their duties with integrity. In order to preserve the confidence and trust of the public, the Protocol and Standards of Conduct provides uniform rules to guide the conduct of the City's Council and board and commission members, hereinafter referred to as Boards.

Non-substantive changes to this document may be made and then distributed to Council.

II. Meeting Protocols

- A. Public input and observation are an important part of the democratic process. Council/Boards should make the public feel welcome and should refrain from showing any sign of partiality, prejudice or disrespect toward an individual participating in or attending a public forum. Members of City Council/Boards should be made to be fair and impartial in listening to public testimony. City Council will be accepted any written comments if they include the name and address of the sender. Comments to be included in City Council's packets will be sent to the City Clerk no later than 1:00 p.m. on the Thursday before the Tuesday meeting. If there are issues that need to be addressed after packets are distributed, the correspondence received by the City Clerk by noon on the Monday before a public hearing and disseminated to City Council via email and will be collated; any documents received after the 12:00 p.m. on the day of a Council meeting will be disseminated the night of the City Council meeting.
- B. Council expects civility among and between Council, Boards, and members of the public while in meetings. Disrespectful behavior will not be tolerated. Any person who makes offensive, insulting, threatening, insolent, slanderous or obscene remarks or becomes boisterous or who makes threats against any person or against public order and security while in the Council Chamber shall be removed at the direction of the Mayor from the meeting, unless permission to remain is granted by the majority vote of the Council members present.

- C. Council/Boards should show respect for each other at all times. Disagreement and debate are constructive and expected. An effective Council/Board is composed of members who are able to agree to disagree without personalizing issues.
- D. Members of the Council/Boards and the public are expected to refrain from sidebar conversations to the greatest extent possible so as not to detract from the speaker who has the floor.
- E. Because scheduled meetings are the intended forum for public debate and dialog, Council expects all Council/Board members to keep an open mind without prejudgment, to work collaboratively to identify promising options, to openly discuss and evaluate options, and to listen to the concerns of other Council/Boards prior to making a decision. Additionally, it should be understood that acknowledgement of individual opinions and ideas, especially those that differ from one's own, is what allows the best discussion and decision for the community.
- F. Council/Boards are expected to attend meetings having reviewed all the materials and to be prepared to ask questions, make comments, and discuss all issues.
- G. To attain efficiency, Council/Boards should simply state, "I agree" rather than restating a point.
- H. Council/Boards should ask the Mayor/Chair to intervene if discussion on agenda becomes repetitive.
- I. Council/Boards should consider the best interests of the City and the ramifications to all the citizens and businesses while considering issues.
- J. Council/Boards should refrain from undermining the Council/Board as a whole or undermining an individual member. Members should feel comfortable communicating the reasoning for their voting decision. However, after the decision has been made, the member should support the decision of the body and move forward.
- K. It is improper during roll call for any Council/Board members to state or attempt to state the vote or sentiments of any absent Council/Board member.
- L. Any Council/Board member who is unable to attend a scheduled meeting shall notify the Mayor/Chair or City Manager at least 24 hours in advance of said meeting, if possible.
- M. Council/Boards agree to bring non-substantive changes to items on the agenda to staff outside of a public meeting and retain substantive items for public discussion with Council/Board.
- N. The City Council is responsible for making policy. The City staff is responsible for implementing policy. Council members and staff should understand the difference between creating policy and implementing policy and be respectful and supportive of each

role. In the development of policy recommendations to the City Council, alternatives should be evaluated and addressed by staff.

- O. The City Council desires to have all City Council, Planning Board, Historic Preservation Board, Board of Adjustment, Board of Appeals, and Licensing Authority regular, special, and study meetings televised and recorded. When creating any working groups or committees, the City Council shall determine whether the purpose of the committee warrants its meetings being recorded and televised.

III. Confidential Information

Confidential information shall not be disclosed to anyone other than City Council, Boards or City staff whose official duties are related to the subject matter of the confidential information. This protocol shall not be construed as prohibiting the City Manager and City Attorney from distributing confidential information to the extent reasonably necessary to implement Council direction.

IV. Making Public Statements

- A. When giving a written or oral personal public opinion concerning issues facing or involving the City, all Council, Board or Commission members shall refrain from making statements on behalf of the City or the body upon which he or she serves, unless such person has explicitly been authorized by the respective body. When acting as, or perceived as acting as, a representative of the official body he or she represents, an individual must always uphold the approved Council, Board or Commission point of view.
- B. Any comments made by a Council/Board member at a meeting of another board should be assumed to be the Council/Board member's personal views or opinions and not the official position of the Council/Board unless stated otherwise.
- C. Council reports are intended to communicate to other Council members about meetings and information that are of value and beneficial to the body as a whole.

V. Council/Boards and City Employee Communications

- A. To foster open communication and the public policy-decision making process, it is the desire of Council to ensure an evenness of communication between Council/Boards and staff as well as between Council/Board members. This means all Council/Board members expect to receive information that is relevant to the Council/Board's policymaking authority and deliberations as well as to the education and knowledge of individual members.

- B. All City Council and Board and Commission members shall use city email for email communication on any city issues.
- C. Council/Boards should seek direction from the City Manager if there is any doubt regarding the appropriate level of contact with City employees.
- D. Council/Boards should make reasonable attempts to notify the appropriate City staff members in advance of public meetings about key questions and discussion points that they would like addressed during the public meeting.
- E. For routine questions or requests (e.g., code complaints, questions regarding agenda items), Council/Boards should contact the City Manager's Office or the appropriate City department director with information about the request. These requests can be made at any time rather than waiting for a formal referral at a Council/Board meeting. It is the responsibility of staff to ensure an evenness of information when questions are asked of staff that relate to an issue that might come before the Council/board and disseminate information accordingly. Legal questions should be initiated through the Deputy City Attorney whenever possible and appropriate.
- F. Requests for additional information or reports that staff determines would take a significant amount of staff time/resources shall be referred to the City Manager for review and possible consideration by the Council/Boards as a whole and agreed upon as something that merits an investment of City resources.
- G. Critical comments about specific City employees' performance should only be made to the City Council appointees that include the City Manager, the City Attorney and the municipal judge through correspondence or conversation outside the public setting.
- H. All Boards shall be given sufficient and reasonable advance notice of a Council meeting for which the Board either will be the subject of an agenda item or is being requested to participate in the Council meeting agenda, allowing for scheduling and preparation.

VI. Involvement in Administrative Functions

- A. Members of Council/Boards shall refrain from influencing the recommendations made by staff or the information provided by staff to the Council/Board as a whole.
- B. Members of Council/Boards should have the same information for decision-making purposes. The Council/Boards may expect staff to provide each member with identical information on items scheduled for deliberation, even when requested by only one member.

VII. Council Conduct with Boards and Commissions

- A. The City Council has established several Boards and Commissions as a means of gathering more community input. Citizens who serve on most Boards or Commissions are advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect. Council members should refrain from having any ex parte communications with Boards concerning issues and/or applications before any quasi-judicial body. Council communication with Boards shall be solely through a joint work session or through Council liaisons as set forth below.
- B. Since the attendance of three or more Council members constitutes a legal Council meeting, Council members should advise the City Clerk at least 24 hours in advance of their planned attendance, or at another function where discussion of City business is anticipated so that appropriate and timely public notification can be prepared and posted.

VIII. Council Meetings with Boards and Commissions

- A. To elevate the communication between individual Boards and Council and to even the flow of information, the Council may meet with the Council-appointed Boards at a Study Session at least yearly, or on an as-needed basis as requested by the Board/Commission or the City Council.
- B. To facilitate positive relations between the Boards and the Council, the Mayor may appoint a Council liaison to the Fine Arts Board, Library Board, and Museum Board. The Council may, at its sole discretion, choose to appoint liaisons to other Boards and Commissions as it deems appropriate. The role of the liaison shall be to convey current and relevant information on Council activities to the individual Board or Commission; to provide input as requested; and generally provide a conduit of Council activity and actions.

IX. Council/Board and Commission Conduct With the Public

- A. Council/Boards should be cordial, welcoming, and respectful to the public in all situations.
- B. Council/Boards should be welcoming and respectful to speakers without exception.
- C. If necessary, public comments received during a public meeting will be followed up by staff at a later time or as directed by the Council/Board. It is not anticipated nor expected for staff to respond during that meeting unless specifically requested by the Council/Board.
- D. Questions from the Council/Board to speakers should seek to clarify or expand information. Members should avoid challenging or criticizing speakers. If a speaker is off the topic or exhibits behavior or language that is disruptive or disrespectful, the Mayor

or Chair should interrupt, focus the speaker, and reestablish the order and decorum of the meeting.

X. Personal Expectations

A. Responsibility.

1. I understand that the community expects me to serve with dignity and respect and be an agent of the democratic process.
2. I avoid actions that might cause the public to question my independent judgment.
3. I do not use my office or the resources of the City for personal or political gain.
4. I am a prudent steward of public resources and actively consider the impact of my decisions on the financial and social stability of the City and its citizens.

B. Fairness.

1. I promote consistency, equity and non-discrimination in public agency decision-making.
2. I make decisions based on the merits of an issue, including research and facts.
3. I encourage diverse public engagement in decision-making processes and support the right of the public to have access to public information concerning the conduct of the City's business.

C. Respect.

1. I treat my fellow City officials, staff, commission members and the public with patience, courtesy, civility, and respect, even when we disagree on what is best for the community and its citizens.

D. Integrity.

1. I am honest with all elected officials, staff, commission members, boards, and the public.
2. I am prepared to make decisions for the best interest of the public whether those decisions are popular or not.
3. I take responsibility for my actions even when it is uncomfortable to do so.